



ANNO SEPTIMO & OCTAVO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 18.

An Act for authorizing the Sale of certain Estates in the Counties of *Meath* and *Cavan*, limited by the Settlement executed on the Marriage of *Pierce Morton* and *Louisa Morton* otherwise *Somerville*, his Wife, and for applying the Monies thence arising in Payment of Incumbrances affecting the said Estates prior to said Settlement.

[6th August 1844.]

**W**HEREAS *Pierce Morton* was on and previous to the Eleventh Day of *December* One thousand eight hundred and thirty-two seised of an Estate in Fee Simple of and in the Lands of *Kilmurry, Davidstown, and Bellewstown*, in the Barony of *Moyfenragh* and County of *Meath* in that Part of the United Kingdom of *Great Britain and Ireland* called *Ireland*, and also of and in the Lands of *Drumrora, Mullycaslan, Tonelyon, Drumegill, Corlataherin, Druminiskillen, Rasan* alias *Corglas, Derilea, Crossrule, Lehary, Latradronagh, Cullow, Colekill, Finternagh, and Kilnacrott* formerly *Clontecark*, in the Barony of *Castleraghan* and County of *Cavan* in said Part of said United Kingdom called *Ireland*, and also of and in the Lands of *Dundevan, Drumkinno, and Quiliboy* otherwise *Cullaboy*, in the Barony of *Clonmahon* and said County of *Cavan*, and also of the Lands of *Liscannon, Cornabest, Cornecarrow, and Cornakill*, in the Barony of *Tullygarvey* and said

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County of *Cavan*, subject nevertheless to a yearly Rent-charge of Three hundred Pounds late *Irish* Currency, equal to the Sum of Two hundred and seventy-six Pounds Eighteen Shillings and Five-pence Halfpenny present Currency, for the Life of *Charlotte Morton* his Mother, and payable to the said *Charlotte Morton* during the Term of her Life: And whereas by Indenture bearing Date the Eleventh Day of *December* One thousand eight hundred and thirty-two, and made between said *Pierce Morton* of the one Part, and *Anthony Lyster* of the other Part, said *Pierce Morton* demised and let to the said *Anthony Lyster* all the said Lands above mentioned, to hold to him the said *Anthony Lyster*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, subject however to Redemption on Payment of the Sum of Four thousand Pounds, therein mentioned, with Interest thereon at the Rate of Five Pounds *per Cent. per Annum*: And whereas after the Execution of said last-mentioned Deed, and before the Fifth Day of *July* One thousand eight hundred and thirty-four, several Persons obtained Judgments against said *Pierce Morton* upon his Bonds and Warrants of Attorney, the penal Sums of said Bonds and Judgments obtained thereon amounting altogether to the Sum of Fourteen thousand and sixty-eight Pounds Twelve Shillings, to secure Sums amounting altogether to the Principal Sum of Seven thousand and thirty-four Pounds Six Shillings, together with Interest thereon at the Rate of Six Pounds *per Cent. per Annum*, the Particulars of which are stated in the First Schedule hereto: And whereas the said *Pierce Morton* had Two Sisters, *Marianne Morton* and *Jenetta Morton*, and Four Brothers, *Edward Morton*, *Saville Morton*, *Edmond Morton*, and *Darcy Morton*: And whereas the said *Pierce Morton*, being indebted on foot of said Mortgage and Judgments in Principal Sums amounting altogether to the Sum of Eleven thousand and thirty-four Pounds Six Shillings, by Indentures of Lease and Release, the Release bearing Date the Fifth Day of *July* One thousand eight hundred and thirty-four, and made between the said *Pierce Morton* of the one Part, and *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow* of the other Part, after reciting as therein, and, amongst other things, the said Mortgage and Judgments, and that the said *Pierce Morton* was anxious to provide a Fund for Payment thereof, and for the portioning of his Brothers and Sisters, the said *Pierce Morton* granted, released, and confirmed to the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, their Heirs and Assigns, all the said Lands and Premises, to hold the same, subject to the said Incumbrances, unto the Use of the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, their Heirs and Assigns for ever, upon trust by Mortgage or other Disposition of the said Lands (except Sale or Exchange) to levy and raise the Sum of Twenty-three thousand Pounds, and pay thereout the Costs of raising such Sum, and to stand possessed of the Residue thereof for the Purposes therein-after mentioned, that is to say, to pay thereout the said Incumbrances, amounting, as therein erroneously recited, to the Sum of Eleven thousand one hundred and thirty-four Pounds Six Shillings, instead of Eleven thousand and thirty-four Pounds Six Shillings, and also to pay thereout to the Persons named in the Schedule thereupon endorsed, that is to say, *Emile Coudreaux* and *Charles Stewart Clarke*,

Indenture of  
11th Dec.  
1832.

Indenture of  
Settlement  
and Release,  
dated 5th  
July 1834.

the Sums therein mentioned, amounting in the whole to the Sum of Seven hundred and ten Pounds, and after Payment thereof to lay out and invest the Sum of Ten thousand Pounds in Government Stock or other Securities in the Names of the said Trustees, and to stand and be possessed thereof upon trust to pay Three Tenths thereof to the said *Marianne Morton*, or such Person as she should appoint, on the Day of her Marriage, and in like Manner to pay to the said *Jenetta Morton* Three Tenths thereof on the Day of her Marriage, and to pay the remaining Four Tenths thereof, in equal Shares, to the said *Edward Morton*, *Saville Morton*, *Edmond Morton*, and *Darcy Morton*, after the respective Terms of Four, Eight, Nine, and Twelve Years from the Date of said Deed, if then living, and in the meantime to pay the Interest of their said Shares to them the said *Marianne Morton*, *Jenetta Morton*, *Edward Morton*, *Saville Morton*, *Edmond Morton*, and *Darcy Morton*; provided that if any One or more of them the said *Marianne*, *Jenetta*, *Edward*, *Saville*, *Edmond*, and *Darcy* should die before her, his, or their Share or Shares should become payable, then such Share or Shares should be applied by the said Trustees towards Payment of any Principal Sum or Sums of Money which should be for the Time being a Charge upon the said Lands; and it was thereby declared, that the said Trustees should stand possessed of the Residue of the Trust Monies which should remain after answering the said Trusts in trust for the said *Pierce Morton*, his Executors, Administrators, and Assigns, or for such Purposes as he or they should appoint; and it was thereby declared, that, subject to the Trusts aforesaid, the said Trustees should stand seised of the Lands upon trust to pay out of the Rents thereof the Interest on said Mortgage and Judgments until paid off, and, subject thereto, to pay to *Charlotte Morton* and her Assigns, during her Life, such annual Sum as, together with the said Jointure of Three hundred Pounds late *Irish Currency of Ireland*, should amount to the annual Sum of Six hundred Pounds, and also to pay to said *Edward Morton*, *Saville Morton*, *Edmond Morton*, and *Darcy Morton* the annual Sum of One hundred Pounds each during their respective Lives, and also to pay an Annuity of Fifty Pounds each to the said *Edward Morton*, *Saville Morton*, *Edmond Morton*, and *Darcy Morton* during the respective Terms of Four, Eight, Nine, and Twelve Years: And whereas the said *Pierce Morton* out of the Rents and Profits of the said Lands paid the said *Edward Morton* the said Sum of One thousand Pounds provided for him by the said Deed, and also paid said Schedule Debts, amounting to Seven hundred and ten Pounds, to the said *Emile Coudreaux* and *Charles Stewart Clarke*: And whereas the said *Edmond Morton* and *Darcy Morton* died before they became entitled to the several Sums of One thousand Pounds each: And whereas by another Indenture, bearing Date the Twenty-sixth Day of *December* One thousand eight hundred and thirty-five, and made between the said *Pierce Morton* of the one Part, and *Isabella Des Vœux* of the other Part, the said *Pierce Morton* mortgaged said Lands to said *Isabella Des Vœux* for the Term of Five hundred Years, to secure the Repayment of the Sum of Three thousand five hundred Pounds, with Interest thereon at the Rate of Six Pounds *per Cent. per Annum*: And whereas by Indenture bearing Date on or about the First Day of *April* One thousand eight hundred

Indenture of  
26th Dec.  
1835.

Indenture of  
Mortgage of  
1st April  
1839.

Indenture of  
Settlement of  
1st June  
1839.

hundred and thirty-nine, and made between the said *Pierce Morton* of the one Part, and *John Rolleston*, *William Henry Chetwynd*, and *John Phillip Rolleston*, since deceased, of the other Part, the said *Pierce Morton* demised said Lands by way of Mortgage to the said *John Rolleston*, *William Henry Chetwynd*, and *John Phillip Rolleston*, for the Term of Five hundred Years, to secure the Repayment of the Sum of Three thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence, with Interest thereon at the Rate of Five Pounds *per Centum per Annum*, and the said *John Rolleston*, *William Henry Chetwynd*, and *John Phillip Rolleston* thereby declared that the said Mortgage Sum was vested in them upon a joint Account, and that after the Decease of any One or more of them the Receipt of the Survivors or Survivor of them should be a sufficient Discharge therefrom: And whereas the said *John Phillip Rolleston* is since dead: And whereas after the Execution of said Deed of the Fifth Day of *July* One thousand eight hundred and thirty-four, and before the First Day of *June* One thousand eight hundred and thirty-nine, the said *Pierce Morton* became indebted to various Persons, by Judgments, in the Sum of Twenty-four thousand five hundred Pounds, including a Judgment obtained by one *James Saunderson* against the said *Pierce Morton* to secure the Sum of Two thousand Pounds Principal, the Particulars of which are stated in the Second Schedule hereunto annexed: And whereas by Indenture bearing Date the First Day of *June* One thousand eight hundred and thirty-nine, being the Settlement made upon the Marriage of the said *Pierce Morton* and *Louisa Morton*, and made between said *Pierce Morton* of the First Part, the said *Louisa Morton*, by her then Name and Description of *Louisa Somerville*, of the Second Part, the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow* of the Third Part, and *Robert Thompson* and *William Tatlow* of the Fourth Part, after reciting, amongst other things, in part the said Deed of the Fifth Day of *July* One thousand eight hundred and thirty-four, and the Death of the said *Darcy Morton*, and that the Sum of Money provided by said Deed of the Fifth Day of *July* One thousand eight hundred and thirty-four for the said *Edward Saville*, and *Edmond Morton*, and also the said Sum of Seven hundred and ten Pounds for Schedule Creditors, had been paid, and that since the Execution of the said Deed of the Fifth Day of *July* One thousand eight hundred and thirty-four the said Lands had been rendered liable to the Incumbrances in the Schedule thereunto annexed and set forth, which Incumbrances so set forth were the said Mortgages to said *Isabella Des Vœux*, and to said *John Rolleston*, *William Henry Chetwynd*, and *John Phillip Rolleston*, and the several Judgments obtained against the said *Pierce Morton* since the Fifth Day of *July* One thousand eight hundred and thirty-four, save that the said Judgment to secure the Sum of Two thousand Pounds, obtained by one *James Saunderson* against the said *Pierce Morton* as of *Trinity* Term One thousand eight hundred and thirty-seven, was omitted, which Incumbrances so set out in said Schedule amounted to the Principal Sum of Twenty-nine thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence, and reciting that a Marriage was then intended to be had and solemnized between the said *Pierce Morton* and *Louisa Somerville*, the said *Pierce Morton*,  
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in consideration of the said Marriage, granted, released, and confirmed to the said *John Pratt Winter, William Plunkett, and John Charles Tatlow*, and their Heirs, all the said Lands and Premises, to hold to them and their Heirs (subject to the said Deed of the Fifth Day of *July* One thousand eight hundred and thirty-four, and the Trusts thereof, and to the Incumbrances set forth in the Schedule to the Deed now in recital annexed,) upon trust, from and after the Solemnization of said Marriage, to the Use of such Person or Persons, upon and for such Trusts, Intents, and Purposes, and for such other Estate and Estates, and with, under, and subject to such Powers, Provisoos, and Agreements, as the said *Pierce Morton* should during his Life, and as the said *John Pratt Winter, William Plunkett, and John Charles Tatlow*, their Executors, Administrators, and Assigns, should after his Decease, during the Life of the said *Louisa*, and during the Minority of any Child or Children of the said intended Marriage, by Deed, to be executed by them the said *John Pratt Winter, William Plunkett, and John Charles Tatlow*, their Executors, Administrators, or Assigns, in the Presence of and attested by Two or more credible Witnesses, from Time to Time direct, limit, or appoint; provided always, and it was thereby declared, by and between the Parties thereto, that the Power of Appointment therein-before last contained was given for the Purposes and Intents following, and to no other Purpose whatsoever; that is to say, that the said *Pierce Morton* during his Lifetime should or might limit or appoint the said Lands by way of Mortgage, for the Purpose of raising from Time to Time a Sum or Sums of Money not exceeding in the whole the Sum of Twenty-nine thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence Sterling, to pay off and discharge the said several Sums set forth in the Schedule thereunder written, or any of them, and all Costs and Expences attending the paying off of said Incumbrances, and all Costs and Expences which might be incurred in the Execution of the said Trust, for raising by way of Mortgage, in manner therein-before mentioned, the Money for Payment of the said Incumbrances; and in case the said *Pierce Morton* should die without having made any such Appointment by way of Mortgage, for the Purpose of raising from Time to Time a Sum of Money not exceeding in the whole the clear Sum of Twenty-nine thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence, to pay off said Sums set forth in the said Schedule, and the Costs and Expences therein-before mentioned; and so far as the same, if not complete, should not extend, then and in such Case that the said *John Pratt Winter, William Plunkett, and John Charles Tatlow*, their Executors, Administrators, or Assigns, as the Case might be, should and might limit and appoint the said Lands and Premises by way of Mortgage for the Purpose of raising from Time to Time the said Sum of Money not exceeding in the whole the Sum of Twenty-nine thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence, for Payment of the said Sums set forth in the said Schedule mentioned, or such of them as should not be paid by the said *Pierce Morton* in his Lifetime, in exercise of the Power therein-before for that Purpose given to him, and the like Costs and Expences as aforesaid; and subject to such Appointment by the said *Pierce Morton* and the said

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Trustees

Trustees or Trustee for the Time being, and so far as the same, if incomplete, should not extend, to the Use of the said *Pierce Morton* and his Assigns during his Life, without Impeachment of Waste; Remainder to said *John Pratt Winter*, *William Plunkett*, *John Charles Tatlow*, and their Heirs, during the Life of said *Pierce Morton*, to preserve contingent Remainders; and, after the Decease of the said *Pierce Morton*, to the Use, Intent, and Purpose that the said *Louisa* and her Assigns, in case she should survive the said *Pierce Morton*, might yearly and every Year during her natural Life receive and take out of the Rents and Profits of said Lands a yearly Rent-charge of Five hundred Pounds *British*, as and for her Jointure; and as to said Lands subject to said Jointure, immediately after the Decease of said *Pierce Morton*, to the Use of said *Robert Thompson* and *William Tatlow*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, upon the Trusts therein-after declared concerning the same; and immediately after the Expiration or sooner Determination of said Term, and in the meantime subject thereto, and charged and chargeable as aforesaid, to the Use of all and every the Child and Children of the said *Pierce Morton* and the said *Louisa Somerville*, or of their Issue, or of any one or more of such Children or Issue to the Exclusion of the others or other of them; in such Proportions, Manner, and Form, and for such Estate and Estates, and subject to such Charges, Conditions, Limitations, and Restrictions, as the said *Pierce Morton* by Deed in his Lifetime, or by his last Will and Testament, should direct or appoint, and in default of such Direction or Appointment, and so far as the same, if incomplete, should not extend, to the Use of the First Son of the said *Pierce Morton* on the Body of the said *Louisa Somerville* to be begotten, and the Heirs Male of the Body of such Son; Remainder to the Use of the Second and other Sons of the said *Pierce Morton* on the Body of the said *Louisa* begotten, severally, successively, and in remainder, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; and for default of such Issue to the Use of the said *Pierce Morton* and the Heirs Male of his Body lawfully begotten; Remainder to the Use of *Edward Morton*, Brother to the said *Pierce Morton*, for Life, without Impeachment of Waste; Remainder to the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, and their Heirs, during the Life of said *Edward Morton*, in trust to preserve contingent Remainders; Remainder to the First and other Sons of said *Edward Morton* successively and in remainder, and the Heirs Male of their respective Bodies; Remainder to the Use of *Saville Morton*, Brother of said *Pierce Morton*, for Life, without Impeachment of Waste; Remainder to the Use of said Trustees and their Heirs during the Life of the said *Saville Morton*, in trust to preserve contingent Remainders; Remainder to the First and other Sons of the said *Saville Morton*, severally, successively, and in remainder, and the Heirs Male of their respective Bodies; Remainder to the Use of the said *Edmond Morton*, Brother of said *Pierce Morton*, for Life, without Impeachment of Waste; Remainder to the Use of said Trustees and their Heirs during the Life of the said *Edmond Morton*, in trust to preserve contingent Remainders; Remainder to the First and other

Sons of the said *Edmond Morton*, severally, successively, and in remainder, and the Heirs Male of their respective Bodies; and in default of such Issue to the Use of the right Heirs of the said *Pierce Morton*; and the Trusts of the said Term of Two hundred Years were by the said Indenture declared to be in the first place for the better securing said Jointure of Five hundred Pounds a Year to the said *Louisa*, as therein mentioned, and upon further Trust, by the Direction in Writing of the said *Pierce Morton* during his Life, and after his Decease by the proper Authority of the Trustees or Trustee for the Time being of said Term, to raise and levy the Sum of Eight thousand Pounds for the Portions of the younger Children of said Marriage, as therein mentioned: And whereas the Statement in said Deed of the First Day of *June* One thousand eight hundred and thirty-nine, that the Portions of the said *Edmond Morton* and *Saville Morton* had been paid, was made in mistake, inasmuch as the Portion of the said *Edmond* was not paid, and he died before same became payable, and the Portion of said *Saville* was not paid, but still is a Charge upon said Lands: And whereas said Marriage between the said *Pierce Morton* and *Louisa Somerville* took effect, and there are now Issue thereof *Pierce Edward Morton*, the eldest Son, *Frances Armitage Morton*, and *John Darcy Morton*: And whereas by a Decree of the High Court of Chancery in *Ireland*, bearing Date the Sixteenth Day of *December* One thousand eight hundred and forty-one, and made in a Cause in which the Reverend *John Rolleston* and *William Henry Chetwynd* were Plaintiffs, and the said *Pierce Morton*, *Louisa Morton*, and *Frances Armitage Morton*, and *Charlotte Morton*, *Anthony Lyster*, *George Crawford*, the Reverend *Nicholas Gosselin*, *Francis Saunderson*, *John Pratt Winter*, *William Plunkett*, *John Charles Tatlow*, *Marianne Morton*, *Jessy or Jenetta Morton*, *Edward Morton*, *Saville Morton*, *Edmond Morton*, *James Saunderson*, *Isabella Des Vœux*, *William Gosselin*, *John Tatlow Irwin*, *Henry Samuel Close*, *James Benjamin Ball*, *Frederick Ashe Jones*, *Leonard Bickerstaff*, *Nicholas Thomas Gosselin*, *John Blair Stirling*, *Robert Thompson*, *William Tatlow*, *Emile Coudreaux*, *Charles Stewart Clarke*, and *Charlotte Morton*, Administratrix of *Darcy Morton* deceased, were Defendants, it was referred to one of the Masters of the said Court to take an Account of the several Sums due to the Defendant *Anthony Lyster*, for Principal, Interest, and Costs, on foot of said Mortgage executed to him by the said *Pierce Morton*, bearing Date the Eleventh Day of *December* One thousand eight hundred and thirty-two, and the Judgment Collateral therewith obtained by the said *Anthony Lyster* against the said *Pierce Morton* as of *Michaelmas* Term One thousand eight hundred and thirty-two, and on foot of another Judgment obtained by the said *Anthony Lyster* against the said *Pierce Morton* as of same Term, in the Court of Exchequer, and on foot of another Judgment obtained by the said *Anthony Lyster* against the said *Pierce Morton* in the Court of Exchequer as of *Hilary* Term One thousand eight hundred and thirty-four; and also to take an Account of the Sum due to the Defendant *Francis Saunderson*, for Principal, Interest, and Costs, on foot of the Two Judgments obtained by the Defendant *John Charles Tatlow* against the said *Pierce Morton* in the Court of Queen's Bench as of *Hilary*

Decree of  
the High  
Court of  
Chancery in  
*Ireland*, 16th  
Dec. 1841.

*Hilary* Term One thousand eight hundred and thirty-four, and assigned respectively to the said *Francis Saunderson*; and also to take an Account of the Sum due to the Defendants *George Crawford* and *Nicholas Gosselin*, for Principal, Interest, and Costs, on foot of the Judgment obtained by them against the said *Pierce Morton* in the Court of Queen's Bench as of *Hilary* Term One thousand eight hundred and thirty-four; and also to take an Account of the Sum due to the Defendant *James Saunderson*, for Principal, Interest, and Costs, on foot of the Judgment obtained by the said *John Charles Tatlow* against the said *Pierce Morton* in the Court of Exchequer in or as of *Trinity* Term One thousand eight hundred and thirty-five, and assigned to the said *James Saunderson*; and also to take an Account of the Sum due to the Defendant *Isabella Des Vœux*, for Principal, Interest, and Costs, on foot of the Mortgage executed to her by the said *Pierce Morton*, and bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and thirty-five, and of the Judgment Collateral therewith obtained by the said *Isabella Des Vœux* against the said *Pierce Morton* in the Court of Queen's Bench in or as of *Michaelmas* Term One thousand eight hundred and thirty-five; and also to take an Account of the Sum due to the said *Anthony Lyster*, for Principal, Interest, and Costs, on foot of the Judgment obtained by the said *John Charles Tatlow* against the said *Pierce Morton* in the Court of Queen's Bench as of *Trinity* Term One thousand eight hundred and thirty-six, and assigned to the said *Anthony Lyster*; and also to take an Account of what was due to the Defendants *William Gosselin* and *John Tatlow Irwin*, for Principal, Interest, and Costs, on foot of the Two Judgments obtained by the said *John Charles Tatlow* against the said *Pierce Morton* in the Court of Exchequer as of *Trinity* Term One thousand eight hundred and thirty-six, and assigned respectively to the said *William Gosselin* and *John Tatlow Irwin*; and also to take an Account of the Sum due to the Defendant *James Saunderson*, for Principal, Interest, and Costs, on foot of the Judgment obtained by the said *James Saunderson* against the said *Pierce Morton* in the Court of Exchequer in or as of *Trinity* Term One thousand eight hundred and thirty-seven; and to take an Account of the Sum due to *Henry Samuel Close*, for Principal, Interest, and Costs, on foot of Two Judgments obtained by him against the said *Pierce Morton* in the Court of Queen's Bench as of *Hilary* Term One thousand eight hundred and thirty-eight; and also to take an Account of the Sum due to the Plaintiffs in the said Cause, for Principal, Interest, and Costs, on foot of the Mortgage bearing Date the First Day of *April* One thousand eight hundred and thirty-nine, executed to the Plaintiffs and *John Philip Rolleston* deceased by the said *Pierce Morton*; and to take an Account of the Sum due to the Defendant *James Benjamin Ball*, for Principal, Interest, and Costs, on foot of the Judgment obtained by the said *James Benjamin Ball* against the said *Pierce Morton*, in the Court of Queen's Bench, as of *Trinity* Term One thousand eight hundred and thirty-nine; and also of the Sum due to the Defendants *Frederick Ashe Jones* and *Leonard Bickerstaff*, on foot of the Judgment obtained by the said *John Charles Tatlow* against the said *Pierce Morton* in the Court of Exchequer as of *Trinity* Term One thousand eight hundred and thirty-



thirty-nine, and assigned to the said *Frederick Ashe Jones* and *Leonard Bickerstaff*; and also to take an Account of the Sum due to the Defendants *George Crawford*, *Nicholas Gosselin*, *Leonard Bickerstaff*, and *Nicholas Thomas Gosselin*, for Principal, Interest, and Costs, on foot of the Judgment obtained by the said *John Charles Tatlow* against the said *Pierce Morton* in the Court of Exchequer as of *Trinity Term* One thousand eight hundred and thirty-nine, and assigned to said *George Crawford*, *Nicholas Gosselin*, and *Leonard Bickerstaff*; and also to take an Account of the Sum due to the Defendant *Charlotte Morton* on foot of her Jointure of Three hundred Pounds late *Irish Currency*; and also to take an Account of the several Sums due for Principal, Interest, and Costs under and by virtue of the Trusts of the Indenture bearing Date the Fifth Day of *July* One thousand eight hundred and thirty-four, to the several Persons beneficially interested in the Trusts thereof, and also of all Debts, Charges, and Incumbrances affecting the said Estate of the said Defendant *Pierce Morton*, prior to or cotemporaneous with the Indenture of Settlement bearing Date the First Day of *June* One thousand eight hundred and thirty-nine: And whereas the several Incumbrances by Mortgage, Judgments, and Deeds mentioned in said Decree, save said Judgment obtained by said *James Saunderson*, were the several Incumbrances specifically mentioned in said Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and First Day of *June* One thousand eight hundred and thirty-nine: And whereas *William Curry* Esquire, lately a Master of the High Court of Chancery in *Ireland*, pursuant to said Decree, made his Report bearing Date the Fourth Day of *August* One thousand eight hundred and forty-two, and thereby reported that the Annuity of Three hundred Pounds a Year late *Irish Currency*, payable to the said *Charlotte Morton*, was the first Charge affecting said Lands and Premises: And whereas by said Report the said Master found that there was due on foot of said Incumbrances the Principal Sums amounting altogether to the Sum of Forty-nine thousand two hundred and sixty-five Pounds One Shilling and Five-pence, and Interest and Costs, and Arrears of Annuities, amounting altogether to the Sum of Eight thousand and thirty-eight Pounds One Shilling and Nine-pence Halfpenny, making altogether a total Sum of Fifty-seven thousand three hundred and three Pounds Three Shillings and Two-pence Halfpenny, which, together with the Annuity of Three hundred and twenty-three Pounds One Shilling and Sixpence provided for said *Charlotte* by the Deed bearing Date the Fifth Day of *July* One thousand eight hundred and thirty-four, and which was found by said Report to be the Eighteenth Charge upon said Lands, and also, together with the Two Annuities of One hundred Pounds a Year provided by said Deed for *Edward Morton* and *Saville Morton* for their Lives, and which were found by said Report to be the Nineteenth Charge on said Lands, were Charges on said Lands prior to said Marriage Settlement of the First Day of *June* One thousand eight hundred and thirty-nine, together with the Costs in said Cause: And whereas on the Third Day of *February* One thousand eight hundred and forty-two *Pierce Edward Morton*, a Son of said *Pierce* and *Louisa*, was born, and in the Month of *May* One thousand eight hundred

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Final Decree  
of Court of  
Chancery,  
8th Nov.  
1842.

and forty-one the said *Edmond Morton* died intestate, unmarried and without Issue, and Administration of his Goods and Chattels was obtained out of the Court of Perogative in *Ireland* by his Mother, *Charlotte Morton*: And whereas the Plaintiffs in said Cause filed a Supplemental Bill and Bill of Revivor in said Cause, against the said *Pierce Edward Morton*, and *Charlotte Morton* as Administratrix of said *Edmond Morton*: And whereas by a final Decree pronounced in said Original and Supplemental Causes by the High Court of Chancery in *Ireland* on the Eighth Day of *November* One thousand eight hundred and forty-two, it was referred to *Edward Litton* Esquire, the Master in said Causes, to inquire and report whether it would be for the Benefit of the said Minor, *Pierce Edward Morton*, that the said Minor be bound by the said Accounts of Incumbrances so reported as aforesaid; and it was thereby ordered, that in case the said Master should find that it would be for the Benefit of said Minor that he should be bound thereby, then he should be bound accordingly, and in that event the Plaintiffs should be entitled to the Benefit of the several Decree, Report, Orders, and Proceedings in the First Cause against the Defendants in the Second Cause; and it was ordered, that the said Master should take an Account of all Debts, Charges, and Incumbrances affecting the said Lands, Hereditaments, and Premises created by the said *Pierce Morton* since the First Day of *June* One thousand eight hundred and thirty-nine, and which were Charges on the Life Estate of the said *Pierce Morton* in the Lands and Premises, and the Nature, Priority, and Amount of the same respectively, and that all Persons having such Debts, Charges, and Incumbrances affecting the said Life Estate should be at liberty to come before the Master, and prove their several Demands; and it was ordered, that the said Report dated the Fourth Day of *August* One thousand eight hundred and forty-two should be and the same was thereby confirmed, and that the Trusts of the Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and First Day of *June* One thousand eight hundred and thirty-nine should be carried into execution, so far as related to the raising of the Sums of Twenty-three thousand Pounds and Twenty-nine thousand two hundred and thirty Pounds Fifteen Shillings and Five-pence, and the other Sums therein-after declared to be payable, pursuant to and in due Execution of the said Trusts; and it was further ordered, that the Plaintiffs, with the Approbation of the Master, and on such Terms, Order, and Priority, and at such Time or Times, as the Master should think fit, should proceed, in execution of said Trusts respectively, to raise by Mortgage of the Fee Simple of said Lands the said Two Sums of Money, and such further Sums as should be sufficient to pay the Defendant *James Saunderson* the Principal Sum of Two thousand Pounds found to be due to him on foot of said Judgment, and as would be sufficient to pay the respective Costs of the several Parties in said Cause, and that such Money should be invested in Government New Three and a Half *per Cent.* Stock, and transferred to the Credit of the said Causes, and that all proper and necessary Parties should join the Master in the Execution of said respective Mortgages, and that the several Mortgage and Judgment Creditors in said Decree mentioned should be paid thereout the Principal Sums due to them on foot of said

Securities, and that the Defendants *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow* should be paid thereout the Sums of Three thousand Pounds, Three thousand Pounds, and One thousand Pounds, found by the said Report to be due to the Defendants *Marianne Morton*, *Jessy* or *Jenetta Morton*, and *Saville Morton*, for Principal, on foot of their said respective Portions of said Sum of Ten thousand Pounds; and it was further ordered, that the Defendant *Charlotte Morton* should be paid the said Annuity of Three hundred Pounds late Currency out of the Rents of said Lands, in priority to the other Claims; and it was further ordered, that out of the Funds then standing to the Credit of said Causes, and to be received by the Receiver therein, the several Persons who were by the said Report found entitled to Arrears of Interest and Annuities charged on the Fee and Inheritance of said Lands should be paid the said Arrears of Interest and Annuities, and all accruing Gales of Annuities, until the several Sums bearing Interest should be paid off: And whereas the said *Edward Litton*, the Master in said Causes, made his Report under said Decree, bearing Date the Thirty-first Day of *May* One thousand eight hundred and forty-four, and thereby reported that it would be for the Benefit of the said Minor that he should be bound by the Report of Incumbrances already taken in said Cause: And whereas since the said final Decree the said *John Darcy Morton*, another Son of the said *Pierce Morton* and *Louisa Morton*, has been born: And whereas the gross annual Rent of said Lands is Four thousand two hundred and one Pounds Eight Shillings and Ten-pence, not including the House and Seventy-five Acres of the Demesne and Plantations of *Kilnacrott*, which is at present unlet, but may be estimated at about Three hundred Pounds *per Annum*, out of which gross annual Rental are to be deducted Receiver's Fees, Tithe Rent-charge, and other necessary Outgoings, amounting to Six hundred and eighteen Pounds Nineteen Shillings and Five-pence, which leaves the net annual Income of said Lands Three thousand five hundred and eighty-two Pounds Nine Shillings and Five-pence, as appears by the Third Schedule hereunto annexed: And whereas the said *Pierce Morton* and *Louisa Morton* his Wife did, on the Ninth Day of *May* One thousand eight hundred and forty-four, prefer their Petition to the Right Honourable the Lord High Chancellor of *Ireland*, praying that his Lordship would be graciously pleased to declare his Opinion whether the obtaining of an Act of Parliament to sell so much of the Estates in the said Petition and here-before mentioned as might be sufficient to produce the Sums of Twenty-three thousand Pounds and Twenty-nine thousand two hundred and thirty-pounds Fifteen Shillings and Five-pence, mentioned in the said Indentures of the Fifth Day of *July* One thousand eight hundred and thirty-four and the First Day of *June* One thousand eight hundred and thirty-nine, and in addition to produce such Sums as might be sufficient to satisfy the Principal Sum due upon the said Judgment for Two thousand Pounds so obtained by *James Saunderson* in *Trinity* Term One thousand eight hundred and thirty-seven, against the Petitioner *Pierce Morton*, and to pay the Costs incurred by the several Parties in the Cause of *Rolleston* against *Morton*, and also the Costs and Expences of obtaining such Act of Parliament, and of the Sale under it, would be

be for the Benefit of the Petitioners and of the minor Defendant in the said Cause, *Pierce Edward Morton*, and of all other Persons who might derive an Interest in said Estates, under the Provisions of said Settlement of the First Day of *June* One thousand eight hundred and thirty-nine, or that the Matter of said Petition might be referred to *Edward Litton* Esquire, the Master in said Cause, to inquire and report thereupon: And whereas by an Order of the Lord High Chancellor of *Ireland*, made in the Matter of said Petition, and also in the said Original and Supplemental Causes of *Rolleston* against *Morton* and others, on the Twenty-third Day of *May* One thousand eight hundred and forty-four, it was referred to *Edward Litton* Esquire, the Master in the said Causes, to inquire and report whether it would be for the Benefit of the Minors and the Parties interested that an Act of Parliament should be applied for to enable the Parties to sell so much of the Estates in the Pleadings in the said Causes mentioned as might be sufficient for the Purposes in said Petition mentioned: And whereas, pursuant to said Order, the said *Edward Litton* made his Report in said Causes and Matter, bearing Date the Fifth Day of *June* One thousand eight hundred and forty-four, whereby he reported that he had, in the Presence of the Solicitors for the Plaintiffs, and for the Defendants *Pierce* and *Louisa Morton*, the said Petitioners, and for the minor Children of the said Petitioners, and of the Defendants *Anthony Lyster* and *Isabella Des Vœux*, (it appearing that the Solicitors for the other Defendants were duly served with a Summons to appear before him,) inquired into the Matters so to him referred, and found that such an Act of Parliament as aforesaid had already been applied for, and that the Order of the House of Lords had been obtained, referring the Matter of the Petition presented to the said House of Lords for the Purpose of obtaining such an Act to the Lord Chief Justice of *Ireland* and to Mr. Justice *Jackson*, and that, having considered the Position of the said Estates, and the Incumbrances affecting the Fee and Inheritance in the same, and the Trusts and Provisions of said respective Indentures of the Fifth Day of *July* One thousand eight hundred and thirty-four and the First Day of *June* One thousand eight hundred and thirty-nine, mentioned in the said Petition, under the Provisions of the latter of which said Indentures the minor Defendant in said Supplemental Cause, *Pierce Edward Morton*, is Tenant in Tail to the said Estates, subject however to Contingencies therein mentioned, and charged with Incumbrances to a larger Amount than One Half the Value of said Estates, and under the Provisions of which same Indenture the said minor Children of the said Petitioners also are interested, and the said Master found that the Application which had been made for the said Act of Parliament had been and was for the Benefit of the said Minors and of all Persons deriving or who might derive an Interest under the said Indentures, and of the Petitioners and of all Parties interested, and that the obtaining of such an Act would much benefit all the said Parties, and prevent further Litigation and a disadvantageous Sale of the said Estates, and the said Master further found that it would be much for the Benefit of the said Minors and the Parties interested that the said Act of Parliament should be obtained as speedily as possible, inasmuch as the said

Estates

Estates are at present liable to Six Pounds *per Centum per Annum* Interest upon a large Proportion of the said Incumbrances: And whereas by an Order of the Lord High Chancellor of *Ireland*, made in said Petition Matter, and also in said Original and Supplemental Causes of *Rolleston* against *Morton*, on the Eighth Day of *June* One thousand eight hundred and forty-four, said Report was confirmed, and it was ordered that the Parties should be at liberty to proceed to obtain an Act of Parliament for the Purposes in said Report mentioned: And whereas there are Issue of the said *Pierce Morton* and *Louisa* his Wife Three Children, and no more, namely, *Frances Armitage Morton*, *John Darcy Morton*, and *Pierce Edward Morton*, all of whom are Infants under the Age of Twenty-one Years, and there is Issue of the said *Edward Morton* One Son, *John Charles Morton*, who is now an Infant under the Age of Twenty-one Years, and Two other Children, Infants, but whose Names or Sex cannot be ascertained, and the said *Pierce Morton* and *Louisa* his Wife, their said Children *Frances Armitage*, *John Darcy*, and *Pierce Edward Morton*, and the said *Edward Morton* and his said Son *John Charles Morton*, and his said Two other Children, together with the said *Saville Morton* and the said *John Pratt Winter*, *William Plunkett* and *John Charles Tatlow*, *Robert Thompson* and *William Tatlow*, are the only Persons in esse claiming any Estate or Interest in the said Lands and Hereditaments under and by virtue of the said Indenture of the First Day of *June* One thousand eight hundred and thirty-nine: And whereas, therefore, it would be for the Benefit of *Pierce Morton* and *Louisa Morton*, and all other Persons who are or may hereafter become interested in or entitled to said Estates, that said Lands and Premises, or a competent Part thereof, should be sold, to raise the Sum of Sixty thousand Pounds, or such other Sum as shall be necessary for the Purpose of effecting the Directions of the said final Decree, subject, however, with the Portion thereof remaining unsold, to said Annuity of Three hundred Pounds late *Irish* Currency payable to said Defendant *Charlotte Morton* for her Life, and also subject to said Annuity of Three hundred and twenty-three Pounds One Shilling and Sixpence payable to said Defendant *Charlotte Morton* for her Life, and also to said Annuities of One hundred Pounds a Year each to said Defendants *Edward Morton* and *Saville Morton* for their respective Lives, and that, as the Lands remaining unsold would be amply sufficient to secure said Annuities, it would be desirable that said *Charlotte Morton*, *Edward Morton*, and *Saville Morton* might be at liberty to release such Portion of said Lands as might be sold from their said Annuities, and that in case a greater Portion of said Lands should be sold than might be sufficient to raise said Sum of Sixty thousand Pounds, or such other Sum as aforesaid, the Surplus of said Purchase Money should be applied according to the Directions of the High Court of Chancery in *Ireland* in the Causes above mentioned; but such beneficial Purposes cannot be effected without the Aid of an Act of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, *Pierce Morton* and *Louisa Morton* his Wife, for and on behalf of themselves and their infant Children the said *Pierce Edward Morton*, *Frances Armitage Morton*, and *John Darcy Morton*, and *William Tatlow* and *Robert Thompson*, do most

[*Private.*]

The Lord Chancellor may make Order directing Trustees to raise Monies directed to be paid by Decree of 8th Nov. 1842, by Sale, instead of Mortgage.

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 it shall and may be lawful for the Lord Chancellor of *Ireland* for the Time being, at any Time after the passing of this Act, on a Petition to be presented in a summary Way by or on behalf of the said *Pierce Morton* and the eldest Son of the said *Pierce Morton* and *Louisa* his Wife then living, or if the said *Pierce Morton* shall be then dead, or if there shall be no Son of the said *Pierce Morton* and *Louisa* his Wife then living, then on Petition to be presented in a summary Way by or on behalf of the Person for the Time being entitled to an Estate Tail in possession in said Lands specified in the Schedule to this Act annexed, or if no Person shall be then entitled to an Estate Tail in possession in said Lands, then on such Petition to be presented by or on behalf of the Person then entitled to an Estate for Life in possession in said Lands, and of the Person then entitled to the Estate of Inheritance next in remainder in said Lands, (such Petition to be presented by the Guardians or Guardian of such Person or Persons as shall be then under the Age of Twenty-one Years,) to make an Order in a summary Way, that, instead of proceeding to raise by Mortgage or Mortgages said Sums directed by said final Decree, the Fee and Inheritance of the Messuages, Lands, and Premises specified in the Fourth Schedule to this Act annexed, or of a competent Part thereof sufficient to raise all such Sums as shall be necessary for the Purpose of effecting the Directions of the said final Decree, together with the Costs, Charges, and Expences of applying for and obtaining and passing this Act, and also the Costs, Charges, and Expences of and attending such Sale or Sales as herein-after mentioned, and the Matters incident thereto, shall be set up and sold by one of the Masters of the High Court of Chancery in *Ireland*, in such and the like Manner and subject to the like Incidents in all respects as if the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow* had been authorized by said Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and First Day of *June* One thousand eight hundred and thirty-nine to raise all said Sums by a Sale of the Fee and Inheritance of the said Lands, and as if a Decree for Sale of said Lands, or of a competent Part thereof, for Payment of said Sums, Charges, and Expences aforesaid, had been duly made in said Cause of *Rolleston* against *Morton*, and that upon such Order of the said Lord Chancellor of *Ireland* being made it shall and may be lawful for the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and he or they is and are hereby authorized and required, instead of executing a Mortgage or Mortgages of the said Lands and Premises for raising the Sums directed by said final Decree to be raised, to raise all such Sums, together with the Costs and Charges of applying for and obtaining this Act, and also the Costs, Charges, and Expences attending such Sale or Sales, as herein-after mentioned, and the Matters incident thereto, by Sale of said Lands and Premises, or of a competent Part thereof, and for that Purpose to make sale and dispose of the Fee Simple and Inheritance

of all and singular the Messuages, Lands, and Hereditaments specified in the Fourth Schedule to this Act annexed, or so much as shall be sufficient for the Purposes aforesaid, with the Rights, Members, and Appurtenances thereto belonging, such Sale or Sales to be made by public Auction by the Master in Chancery in the said Cause of *Rolleston* against *Morton*, and to be subject to such reasonable Conditions of Sale as the Lord Chancellor or the Master of the Rolls of *Ireland* shall think fit, and in such Lots, Parcels, or Manner as the said Master in Chancery shall think fit, to any Person or Persons who shall be willing to purchase the same, for the best Price or Prices that can or may be reasonably got for the same; and that upon Payment of the Purchase Money for which such Lands or any Part thereof shall be sold, into the Bank of *Ireland*, in the Manner herein-after directed, it shall be lawful for the said Master in Chancery, and for the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and all other proper Parties, by any Deed or Deeds, to be by him and them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to grant, release, appoint, or otherwise convey or assure the Messuages, Lands, Tenements, and Hereditaments hereby authorized or directed to be sold, or such Part or Parts thereof respectively as shall be so sold, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs or Assigns, or to such Uses and in such Manner as he, she, or they shall direct or appoint: Provided always, that the Title of the Purchaser or Purchasers of any of said Lands shall not be in anywise prejudiced or affected, even though a greater Portion of said Land shall be sold than shall be required for the Purposes aforesaid, but all such Sale or Sales shall be held good and valid, and the surplus Money arising from such Sale or Sales shall be disposed of as herein-after mentioned.

II. And be it enacted, That when all or any Part of the Messuages, Lands, Tenements, and Hereditaments hereby authorized or directed to be sold shall be sold, and such Conveyance or Assurance thereof made and executed as aforesaid, all and every the Messuages, Lands, Tenements, and Hereditaments which shall be so sold and conveyed shall from thenceforth go and remain to the Uses, upon and for the Trusts and Purposes, and in the Manner to, upon, for, and in which the same shall be so conveyed and assured, and shall and may be held and enjoyed, and the Rents and Profits thereof received and taken accordingly, freed and for ever discharged of and from all and singular the Estates, Uses, Trusts, Remainders, Reversions, Powers, Provisoes, Conditions, Limitations, Charges, and Incumbrances whatsoever in and by the said Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and First Day of *June* One thousand eight hundred and thirty-nine, or either of them, limited, expressed, or declared of and concerning the same, save and except such Lease or Leases, if any, as shall have been made under the Power in that Behalf contained in said Settlement of First Day of *June* One thousand eight hundred and thirty-nine, and save and except the said Rent-charge of Three hundred Pounds *per Annum*

Lands to be taken and enjoyed by Purchasers free from Incumbrances except the Annuities herein named.

*Annum* late *Irish* Currency, or Two hundred and seventy-six Pounds Eighteen Shillings and Five-pence Halfpenny present Currency, payable to said *Charlotte Morton* for her Life, and also said Annuity or yearly Rent-charge of Three hundred and twenty-three Pounds One Shilling and Sixpence Halfpenny present Currency payable to said *Charlotte* during her Life, and also said Two Annuities or yearly Rent-charges of One hundred Pounds *per Annum* payable to said *Edward Morton* and *Saville Morton* during their respective Lives, unless the said *Charlotte Morton*, *Edward Morton*, or *Saville Morton* shall release the said Lands so sold or any Part thereof from their respective Rent-charges, which they are hereby authorized and permitted to do, in case they shall be so minded; but in case they or either of them shall not release said Lands so sold, or any Part thereof, from the said respective Annuities or Rent-charges, the said Lands so sold shall continue, with the other Lands in the Fourth Schedule hereto annexed which shall remain unsold, subject to such Annuities or Rent-charges, or such of them as shall not be released.

Rent Charges not to be extinguished by Sale of Part of Lands, but to remain on the Lands unsold.

III. Provided always, and be it enacted, That in case the said *Charlotte Morton*, *Edward Morton*, *Saville Morton*, or any or either of them, shall release said Lands so sold or any Part thereof from the said Annuities or Rent-charges, or any of them, the Person or Persons so releasing said Lands so sold from their said Rent-charge or Rent-charges shall not thereby extinguish the same, but that, notwithstanding such Release or Releases, such Rent-charge or Rent-charges shall be and remain charged upon the other Lands in the Fourth Schedule, herein set forth, which shall remain unsold.

Lands, until Sale, to continue subject to same Uses.

IV. Provided always, and be it enacted, That in the meantime and until the Messuages, Lands, and Tenements hereby authorized or directed to be sold shall be sold and conveyed in manner aforesaid, the same, or such Part or Parts thereof as shall for the Time being remain unsold, shall continue subject to all and singular the Uses, Trusts, Estates, Powers, Provisoes, Charges, and Incumbrances expressed and declared of and concerning the same in and by the Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and First Day of *June* One thousand eight hundred and thirty-nine respectively, (except such Incumbrances as shall be paid out of the Produce of such Sale, as herein-after directed,) and shall be held and enjoyed and disposed of, and the Rents and Profits thereof received and taken accordingly, in such and the same Manner as if this Act had not been passed.

Purchase Monies to be paid into Court, and, when Title accepted, to be applied in discharge of Costs of obtaining Act and Sales,

V. And be it enacted, That all and singular the Monies to arise by such Sale or Sales as aforesaid of the Lands, Hereditaments, and Premises hereby directed or authorized to be sold shall be paid by the Purchaser or Purchasers of the same into the Bank of *Ireland*, in the Name and with the Privity of the Accountant General of the High Court of Chancery in *Ireland*, and forthwith invested in Government Three and One Quarter *per Cent.* Stock, and transferred to the Credit of said Causes of the Reverend *John Rolleston* and *William Henry Chetwynd*, Plaintiffs, *Pierce Morton*, *Charlotte Morton* otherwise



otherwise *Tatlow*, *Louisa Morton* otherwise *Somerville*, *Frances Armistage Morton*, a Minor, by *John Tatlow* her Guardian, *Anthony Lyster*, *George Crawford*, *Nicholas Gosselin*, *Francis Saunderson*, *John Pratt Winter*, *William Plunkett*, *John Charles Tatlow*, *Marianne Morton*, *Jessy* or *Jenetta Morton*, *Edward Morton*, *Edmond Morton*, *Saville Morton*, *James Saunderson*, *Isabella Des Vœux*, *William Gosselin*, *John Tatlow Irwin*, *Henry Samuel Close*, *James Benjamin Ball*, *Frederick Ashe Jones*, *Leonard Bickerstaff*, *Nicholas Thomas Gosselin*, *John Blair Stirling*, *Robert Thompson*, *William Tatlow*, *Emile Cou-dreaux*, *Charles Stewart Clarke*, and *Charlotte Morton* Administratrix of *Darcy Morton*, Defendants, and same Plaintiffs, *Pierce Edward Morton*, a Minor, by *John Tatlow* his Guardian, and *Charlotte Morton*, Administratrix of *Edmond Morton* deceased, Defendants; and as soon as may be the said Monies or a competent Part thereof shall be applied in discharge of the Costs, Charges, and Expences of applying for and obtaining and passing this Act, and also of the Costs, Charges, and Expences attending such Sale or Sales as aforesaid, and the Residue of such Monies shall be applied, under the Order of the High Court of Chancery in *Ireland*, in such and the same Manner and to all Intents and Purposes as if the same had been raised by a Mortgage or Mortgages of said Lands and Premises, and invested in said Three and One Fourth *per Centum* Stock, to the Credit of said Causes, pursuant to said final Decree; provided however that no Payment shall be made of the Amount of the Purchase Money paid by any Purchaser or Purchasers of any of the said Lands and Premises, and so invested as aforesaid, or of any Part thereof, by Order of the said Court of Chancery of *Ireland*, until such Purchaser or Purchasers shall have accepted the Title of such of said Lands as shall be sold to him, her, or them: Provided also, that if any Surplus shall remain after Payment of all the said Incumbrances reported in said Cause, and Payment of all the Costs and Expences in said Decree and above mentioned, such Surplus shall be disposed of, under the Order or Orders of the Court of Chancery in *Ireland*, to be made in said Causes and in the Matter of this Act, in such and the same Way as if any Surplus had remained of the Money directed to be raised by said Mortgage or Mortgages after satisfying the Exigency of said final Decree.

and Residue to be under Order of Court.

Surplus to be disposed of under the Order of the Court.

VI. And be it enacted, That the Certificate or Certificates of the said Accountant General of the Payment of any of said Monies into the Bank of *Ireland*, together with the Receipt or Receipts of one of the Cashiers of the Bank of *Ireland*, to be thereunto annexed and therewith filed respectively in the proper Office of the said Court of Chancery, shall from Time to Time be a good and effectual Discharge or Discharges to the Purchaser or Purchasers of the Estates hereby authorized and directed to be sold as aforesaid, his, her, and their Heirs, Executors, Administrators, and Assigns, for his, her, and their Purchase Monies, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and such Purchaser or Purchasers, his, her, or their Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Purchase Money, or be accountable for

Accountant General's Certificate and Receipt of a Cashier of the Bank to be a Discharge to Purchasers.

[Private.]

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any Misapplication or Nonapplication of the same respectively, or any Part thereof.

Court to  
make Order  
for Taxation  
of Costs.

VII. And be it enacted, That upon Petition to be presented by such Person or Persons as is or are herein-before authorized to petition the Lord Chancellor for *Ireland* for an Order for a Sale of said Lands, it shall be lawful for the said Court of Chancery in *Ireland* and said Court is hereby required to make any Order or Orders for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs, Charges, and Expences of the several Applications to be made to the said Court respecting the Matters aforesaid or any of them.

Power to  
Court to  
appoint new  
Trustees.

VIII. And be it enacted, That if the said *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow*, or any or either of them, or any Trustee or Trustees to be hereafter appointed for the Purposes of this Act, as hereafter is mentioned, shall die, or be desirous to be discharged from or refuse or become incapable to act in the Trusts hereby declared or created, before the same shall be fully performed, then and in every such Case it shall and may be lawful to and for the said Court of Chancery in *Ireland*, on Petition to be presented in a summary Way by or on behalf of the said *Pierce Morton* if living, or if he shall be dead then by or on behalf of the Person or Persons for the Time being entitled under the Limitations contained in the said Settlement of the First Day of *June* One thousand eight hundred and thirty-nine to the first Estate of Freehold in the Estates thereby limited, if he, she, or they shall be of the Age of Twenty-one Years, or otherwise of the Guardian or Guardians of such Person or Persons, to appoint some fit Person or Persons to supply the Place of such deceased or retiring Trustee or Trustees, and that immediately after every such Appointment the Trust Estate whatsoever for the Time being, subject to the Trusts of the said Deeds of the Fifth Day of *July* One thousand eight hundred and thirty-four and the First Day of *June* One thousand eight hundred and thirty-nine, or either of them, shall, so far as Circumstances may for the Time being permit, be conveyed and transferred so as to vest in such new Trustees or Trustee, either solely, or jointly with the surviving or continuing Trustees or Trustee, as the Case may require, and that every such new Trustee shall have and exercise the same Powers and Authorities as if he had been appointed by this Act in the Stead of the Trustee for whom he shall be so substituted.

Act not to  
take effect  
as against  
*Louisa*, *Ed-  
ward*, and  
*John Charles  
Morton*, &c.,  
without their  
Consent in  
Writing, to  
be enrolled  
in Chancery.

IX. And whereas the said *Louisa Morton* is in Parts beyond the Seas, and her Consent has not been proved, and the said *Edward Morton* and his Son *John Charles Morton* are also beyond the Seas, and the Consent of the said *Edward Morton* for himself or his said Son 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 *Louisa Morton* until the said *Louisa Morton* shall signify her Consent to this Act by Writing under her Hand, attested by One or more than One Witness,

or as against the said *Edward Morton* until the said *Edward Morton* shall signify his Consent to this Act by Writing under his Hand, attested by One or more than One Witness, or as against the said *John Charles Morton*, the Son of the said *Edward Morton*, and the Heirs Male of his Body, and any other Sons of *Edward Morton* born or hereafter to be born, and Heirs Male of their respective Bodies, until the said *Edward Morton*, or in case of his Death until the Guardian or Guardians of the said *John Charles Morton* and other the Sons of the said *Edward Morton* who shall be born before such Consent shall be signified, shall signify his or their respective Consent or Consents as aforesaid on behalf of the said *John Charles Morton* and such other Son or Sons as aforesaid, by Writing under his or their respective Hand or Hands, attested by One or more than One Witness; and such Consents in Writing shall be enrolled in Her Majesty's Court of Chancery in *Ireland* within Twelve Months after the passing of this Act; and from and after the Enrolment of such Consents respectively the same shall be deemed and taken as Part and Parcel of this Act, and shall be as binding and conclusive upon the said *Louisa Morton*, and against the said *Edward Morton*, and his Son the said *John Charles Morton*, and the Heirs Male of his Body, and the Sons of the said *Edward Morton* hereafter to be born, and the Heirs Male of their respective Bodies, and against every Person or Persons claiming or to claim by, from, or under them or either or any of them, as if such Consents respectively had been obtained and proved before the passing of this Act; and such Consents by the said *Louisa Morton* and the said *Edward Morton* may respectively be given in the Form or to the Effect following; that is to say,

‘ I *Louisa Morton* [or I *Edward Morton*, on behalf of myself  
 ‘ and Son *John Charles Morton*, and the Heirs Male of his  
 ‘ Body, and of my Sons hereafter to be born, and the Heirs Male  
 ‘ of their respective Bodies,] do hereby consent to an Act of Parlia-  
 ‘ ment made and passed in the Session of Parliament holden in the  
 ‘ Seventh and Eighth Years of the Reign of Queen *Victoria*,  
 ‘ intituled *An Act for authorizing the Sale of certain Estates in the*  
 ‘ *Counties of Meath and Cavan, limited by the Settlement executed on*  
 ‘ *the Marriage of Pierce Morton and Louisa Morton otherwise*  
 ‘ *Somerville, his Wife, and for applying the Monies thence arising in*  
 ‘ *Payment of Incumbrances affecting the said Estates prior to said*  
 ‘ *Settlement*, so far as the same can or may affect or concern me  
 ‘ [or such Son or Sons as aforesaid, or the Heirs Male of the  
 ‘ respective Bodies of such Son or Sons, or any Person or Persons  
 ‘ claiming or to claim by, from, or under me (or them or any of  
 ‘ them)]. Given under my [or our] Hand [or Hands], this  
 ‘ Day of \_\_\_\_\_ One thousand eight hundred  
 ‘ and \_\_\_\_\_

Form of  
Consent..

And in case of the Death of the said *Edward Morton* then the Consent of the Guardian or Guardians of such Son or Sons as aforesaid, to be given in their Behalf, may be given in the like Form, with such Changes therein as the Circumstances of the Case may render necessary.

As to Con-  
sent in  
case of the  
Death of  
*Edward*  
*Morton*.

X. Saving

General  
Saving.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his and their Heirs, Executors, Administrators, and Successors and Assigns, (except the said *Pierce Morton*, *Louisa Morton*, *Pierce Edward Morton*, *John Darcy Morton*, *Frances Armitage Morton*, and the Heirs Male of their respective Bodies, and all and every other the Sons and Daughters of the said *Pierce Morton* and *Louisa* his Wife, already born or hereafter to be born, and the Heirs Male of their respective Bodies; and also except the said *Robert Thompson* and *William Tatlow*, and their Executors, Administrators, and Assigns; and also except the said *Pierce Morton* and the Heirs Male of his Body; and also except the said *Edward Morton* and his Son *John Charles Morton*, and the Heirs Male of his Body, and the Sons of *Edward Morton*, born or hereafter to be born, and the Heirs Male of their respective Bodies; and the said *Saville Morton* and his Sons hereafter to be born, and the Heirs Male of their respective Bodies; and also except all and every other Persons and Person to whom any Estate, Right, Title, or Interest at Law or in Equity shall have been limited by or descended under the Indentures of the First Day of *June* One thousand eight hundred and thirty-nine, and subsequent to the Power thereby limited to the said *Pierce Morton* during his Life, and to *John Pratt Winter*, *William Plunkett*, and *John Charles Tatlow* after his Decease, or under or by virtue of any Judgment or Judgments obtained by Confession or otherwise against the said *Pierce Morton* since the First Day of *June* One thousand eight hundred and thirty-nine,) all such Estate, Right, Title, and Interest, Property, Claim, and Demand whatsoever, of, in, or to or out of the Messuages, Lands, Tenements, or Hereditaments hereby authorized to be sold as aforesaid, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed or been entitled to if this Act had not been passed.

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

XI. And be it 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.

## FIRST SCHEDULE to which the foregoing Act refers ;

STATING

The several JUDGMENT DEBTS confessed by the said PIERCE MORTON after the Execution of the Indenture of the 11th of December 1832, and before the Execution of the Deed dated the 5th Day of July 1834.

Principal Sums.	When and by whom obtained, and in whom vested.
£ s. d. 2,000 0 0	A Judgment obtained by Anthony Lyster as of Michaelmas Term 1832 in the penal Sum of 4,000 <i>l.</i> , and still vested in said Anthony Lyster.
1,000 0 0	
1,850 0 0 and 1,000 0 0	Two Judgments obtained by John Charles Tatlow as of Hilary Term 1834 in the penal Sums respectively of 3,700 <i>l.</i> and 2,000 <i>l.</i> , and now vested in the Reverend Francis Saunderson.
1,184 6 0	
7,034 6 0	Gross Amount of Principal Sums due on foot of said Judgments.

## SECOND SCHEDULE to which the foregoing Act refers ;

CONTAINING

The several JUDGMENT DEBTS confessed by the said PIERCE MORTON after the Execution of the Deed bearing Date the Fifth Day of July One thousand eight hundred and thirty-four, and before the First Day of June One thousand eight hundred and thirty-nine.

Principal Sums.	When and by whom obtained, and in whom vested.
£ s. d. 1,000 0 0	A Judgment obtained by John Charles Tatlow as of Trinity Term 1835 in the penal Sum of 2,000 <i>l.</i> , and now by Mesne Assignment vested in James Saunderson.
5,000 0 0	
1,000 0 0 and 1,500 0 0	Two Judgments obtained by the said John Charles Tatlow as of Trinity Term 1836 in the penal Sums of 2,000 <i>l.</i> and 3,000 <i>l.</i> respectively, and by Assignment now vested in William Gosselin and John Tatlow Irwin.

[Private.]

Principal Sums.	When and by whom obtained, and in whom vested.
£ s. d. 2,000 0 0	{ A Judgment obtained by James Saunderson as of Trinity Term 1837 in the penal Sum of 4,000 <i>l.</i> , and still vested in him.
3,000 0 0	{ A Judgment obtained by Henry Samuel Close as of Hilary Term 1838 in the penal Sum of 6,000 <i>l.</i> , and still vested in him.
2,000 0 0	{ A Judgment obtained by Henry Samuel Close as of Michaelmas Term 1838 in the penal Sum of 4,000 <i>l.</i> , and still vested in him.
3,000 0 0	{ A Judgment obtained by James Benjamin Ball as of Trinity Term 1839 for the penal Sum of 6,000 <i>l.</i> , and still vested in him.
2,500 0 0	{ A Judgment obtained by Leonard Bickerstaff and Nicholas Thomas Gosselin as of Trinity Term 1839 for the penal Sum of 5,000 <i>l.</i> , and now vested in Leonard Bickerstaff, George Crawford, and Rev. Nicholas Gosselin.
3,500 0 0	{ A Judgment obtained by Frederick Ashe Jones and Leonard Bickerstaff as of Trinity Term 1839 for the penal Sum of 7,000 <i>l.</i> , and still vested in them.
24,500 0 0	

### THIRD SCHEDULE to which the foregoing Act refers;

STATING

The Gross Annual RENTAL of the ESTATES of the said PIERCE MORTON, not including the House and Seventy-five Acres of the Demesne and Plantations of Kilnacrott, and not including the Lands of Tedeau, and deducting thereout Receiver's Fees and other necessary Outgoings.

#### RECEIVER'S FEES AND OTHER NECESSARY OUTGOINGS.

	Annual Deductions and Outgoings.	Yearly Rent of each Estate.			Gross yearly Rent thereof.			Net yearly Income.		
		£	s.	d.	£	s.	d.	£	s.	d.
County Meath Estate	—	207	1	6						
County Cavan Estates, viz.										
Drung Estate	—	703	4	0						
Killinkere Estate	—	229	15	0						
Drumlomon Estate	—	192	14	4						
Crosserlough Estate	—	2,868	14	0						
					4,201	8	10			
Nature of Deductions, &c.										
Receiver's Fees	210 0 0									
Receiver's Costs, at an Average	100 0 0									
Rent-charges	168 16 1									
Quit Rent	25 3 4									
Poor Rate, at an Average	50 0 0									
Bailiffs	65 0 0									
					618	19	5			
								3,582	9	5

FOURTH SCHEDULE to which the above Act refers;

CONTAINING

The QUANTITY OF LAND and RENTS payable in respect to the LANDS and PREMISES which, or a competent Part thereof, are by this Act authorized to be sold.

	Townlands.	Quantity of Land in each Townland, Statute Measure.			Gross Amount of Statute Acres in each Estate.			Yearly Rent of each Townland.			Gross yearly Rent of each Estate.		
		A.	R.	P.	A.	R.	P.	£	s.	d.	£	s.	d.
County of Meath Estate - - -	Bellewstown - - -	447	0	11	1,158	0	26	69	4	8	207	1	6
	Davidstown and Kilmurry - - -	711	0	15				137	16	10			
	County of Cavan :												
Drung Estate - - -	Cornabest - - -	164	0	36	834	2	12	143	0	0	703	4	0
	Cornecarrow - - -	121	0	34				106	8	0			
	Cornakill - - -	256	3	13				219	12	0			
	Liscannon - - -	292	1	9				234	4	0			
Killin Kere Estate	Finternagh - - -	293	2	16	293	2	16	229	15	0	229	15	0
Drumlomon Estate - - -	Quiliboy or Cul-laboy - - -	227	0	6	227	0	6	192	14	4	192	14	4
	Colekill - - -	432	1	2	3,619	3	7	404	1	9	3,168	14	0
Crosserlough Estate - - -	Corglas - - -	96	2	17				81	0	0			
	Corlataheran - - -	151	2	6				127	8	0			
	Crossrule and Dun-devan - - -	60	0	0				37	0	0			
	Cullow - - -	108	0	35				61	4	0			
	Derrilea - - -	6	2	26				10	0	0			
	Drumkinno - - -	199	2	30				166	6	7			
	Drumaniskillen - - -	161	0	2				124	4	0			
	Drumegill - - -	205	2	25				167	1	4			
	Drumrora - - -	608	0	33				516	8	11			
	Kilnacrott - - -	384	0	39				408	9	9			
	Latradronagh - - -	328	3	14				182	15	0			
	Lehary - - -	352	0	34				251	0	8			
	Mullycaslan - - -	332	1	14				225	7	8			
	Tonelyon - - -	116	2	36	106	6	4						
Kilnacrott Demesne and Mansion House - - -	75	2	14	300	0	0							
				3,619	3	7				3,168	14	0	
				6,133	0	27				4,501	8	10	

Wm. Tatlow.

