

ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. 36.

An Act for the Relief of *Patrick Richard Blackwood Brady* and *Richard Blackwood* Esquires, in respect of certain Lands and Premises, their Estates, situate in the County of *Cavan* in *Ireland*. [13th August 1834.]

WHEREAS *Patrick Brady*, formerly of the City of *Dublin*, Esquire, duly made and published his last Will and Testament in Writing, bearing Date the First Day of *January* One thousand seven hundred and seventy-four, and duly signed, published, and attested as by Law is required for devising Freehold Estates in *Ireland*, and thereby said Testator, after reciting, amongst other Things, that he was seised in Fee Simple, and possessed, amongst other Lands, of the Lands of *Clonervy*, *Corocane*, *Poles* otherwise *Lasacake*, *Pottle*, *Corgreagh*, *Lismullig*, *Lisboduffe* with the Mill thereon, *Corcoragh*, *Drumskelt*, *Shrahoran* otherwise *Shraboy*, *Corrinshegagh*, and the *Rocks*, as also the Two *Poles* of *Latt*, all situate in the County of *Cavan*; and also reciting that he was seised and possessed of the Lands of *Shantamon*, *Shankills* with the Mill thereon, and *Henis*, for the Term of Three Lives stated to be then in being; and also reciting that he was possessed for a Term of Years, with a Clause of Renewal *toties quoties*, of *Upper* and *Lower Corfahone*, all likewise therein stated to be situate in the County of *Cavan*, and also that he was seised and possessed of various other Lands therein mentioned; gave and bequeathed unto his Wife *Bridget Brady*, and unto his Son-in-Law *Townley Blackwood*, and *Thomas Reilly*, Esquires, in said Will named, and to the Survivors and

Will of
P. Brady,
1st January
1774.

[Private.]

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Survivor of them, and to the Heirs, Executors, and Administrators, and Assigns of such Survivor, all his Real and Freehold Estates and Leases therein and herein before mentioned, upon Trust as to the said Lands of *Clonervy, Corocane, Poles Lasacake, Pottle, Corgreagh, Lismullig, Lisboduffe* with the Mill thereon, *Corcoragh, Drumskelt, Shrahoran* otherwise *Shraboy, Corrinshagagh*, and the *Rocks*, and the said Two *Poles* of *Latt*, subject to certain Annuities payable to the Testator's said Wife for her Life, since deceased, upon Trust that Testator's said Trustees should assure the same to the Use of Testator's Daughter *Mary Blackwood* for her separate Use, and that his said Daughter should have and receive to her own Use also the Rents and Profits of the said Lands of *Shantamon, Shankills* and the Mill, and *Henis*, and *Upper and Lower Corsehone*, until she should have a second Son lawfully to be begotten who should live to be Six Years of Age, or until the Time of her Death, and that from and after the Time that such second Son should arrive at the Age aforesaid he should assume and take upon him the Surname of *Brady*, and that when and as soon as said second Son of his said Daughter *Mary* should attain the Age of Twenty-five Years all the said Lands of *Clonervy*, with the House and Improvements thereon, and the said other Lands, and all the Rents and Profits thereof, from thenceforth should be given up unto and settled upon such second Son and the Heirs Male of his Body, with Remainders over as in said Will mentioned, with ultimate Remainder to the right Heirs of the said Testator for ever; and the said Testator thereby appointed his said Wife *Bridget Brady*, his said Son-in-Law *Townley Blackwood*, and said *Thomas Reilly*, Executors of his said Will, and died shortly after, without altering or revoking his said Will; and said Executors afterwards duly proved the same in His Majesty's Court of Prerogative in *Ireland* in or about the Month of *June* One thousand seven hundred and seventy-six, and assented to the Bequests therein contained: And whereas the said Testator's Daughter *Mary Blackwood*, and her Husband the said *Townley Blackwood*, on the Decease of the said Testator, entered into Possession of the several Lands devised to her, and so continued until said *Townley's* Death, which happened in or about the Month of *January* in the Year One thousand seven hundred and ninety-five, leaving the said *Mary* his Widow, and *James Blackwood* Esquire, his eldest Son and Heir at Law, *Patrick Richard* his second Son, and Five Daughters him surviving: And whereas the said *Patrick Richard*, second Son of the said *Mary*, attained the Age of Twenty-five Years, the Time limited by said Will for him to enter into the Possession and Enjoyment of the said Estates, on the Twenty-fifth of *October* in the Year One thousand eight hundred and four, and previous to his attaining said Age of Twenty-five Years, but after he attained the Age of Twenty-one Years, by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of *November* One thousand eight hundred and one, and made between said *Mary Blackwood*, then of the City of *Dublin*, Widow, and the said *Patrick Richard*, by his then assumed Name of *Patrick Richard Blackwood Brady*, second Son of the said *Mary Blackwood*, of the First Part, *Anthony Thomas Crofton* of the Second Part, and *Samuel Adams* of the Third Part, it was witnessed, that,

for

Indentures
of Lease and
Release
of 9th and
10th Nov.
1801.

for the barring and extinguishing all Estates Tail, and Remainders and Reversions expectant thereon, of and in the said Fee Simple Lands of *Clonervy* and the other Lands and Premises aforesaid, and in order to settle and assure the same to and for the Uses therein-after mentioned, they the said *Mary Blackwood* and *Patrick Richard Blackwood Brady* did each of them, according to their several Estates and Interests, grant, bargain, sell, and release unto the said *Anthony Crofton* all the aforesaid Towns and Lands of *Clonervy*, with the several other Fee Simple Lands herein-before mentioned, with their Appurtenances, to hold the same unto the said *Anthony Crofton* and his Assigns for the Term of his Life, to the End that the said *Anthony Crofton* might become perfect Tenant of the Freehold of the said Lands and Premises, with their Appurtenances, in order that a good and perfect Common Recovery might be thereof suffered in manner therein mentioned; and it was thereby declared that the said Recovery should be and enure to and for such Uses, Trusts, and Purposes as they the said *Mary Blackwood* and *Patrick Richard Blackwood Brady* should by any Deed thereafter to be executed under their Hands and Seals, attested by Two or more credible Witnesses, direct, limit, and appoint: And whereas said Deed was duly acknowledged on the Twentieth of *November* One thousand eight hundred and one, and enrolled as of *Michaelmas* Term in that Year, and the Recovery mentioned in said Deed was accordingly suffered by the said Parties of the several Fee Simple Lands and Premises before mentioned in *Michaelmas* Term One thousand eight hundred and one: And whereas the said Recovery was suffered for the Purpose of enabling the Parties thereto to settle the Estates devised by the Will of the said *Patrick Brady* for the Benefit of the said *Patrick Richard Blackwood Brady*, second Son of the said *Mary Blackwood*, and in contemplation of a Marriage then intended to be had between the said *Patrick Richard Blackwood Brady* and *Catherine Madden* Spinster, his present Wife: And whereas, in contemplation of said intended Marriage, certain Articles of Agreement, bearing Date on or about the Twenty-first of said Month of *November* One thousand eight hundred and one, were entered into by and between the said *Patrick Richard Blackwood Brady* of the First Part, the said *Mary Blackwood* his Mother of the Second Part, the said *Samuel Madden* and his said Daughter *Catherine* of the Third Part, the Reverend *Dudley Charles Ryder* of the City of *Dublin*, Clerk, of the Fourth Part, and *James Blackwood* and *Charles Powell Leslie* Esquires of the Fifth Part, whereby, after reciting the said intended Marriage, and that the said *Mary Blackwood* was, under and by virtue of the Will of the said *Patrick Brady* her Father, herein-before mentioned, entitled to the said Towns and Lands of *Clonervy*, and to the other Lands, Tenements, Hereditaments, and Premises in said Will and herein-before mentioned, until the said *Patrick Richard Blackwood Brady* should attain his said Age of Twenty-five Years, and that he would be from the Time of attaining said Age entitled thereto, they the said *Mary Blackwood* and *Patrick Richard Blackwood Brady*, in consideration of said Marriage, covenanted and agreed to convey, grant, and assure unto the said *James Blackwood* and *Charles Powell Leslie*, their Heirs, Executors, Administrators, and Assigns, the said Town and Lands of *Clonervy*, and all other the Towns, Lands, Tenements, and Premises

Common Recovery suffered in *Michaelmas* Term 1801.

Articles of Agreement of 21st *November* 1801.

mises to which the said *Mary Blackwood* and *Patrick Richard Blackwood Brady*, or either of them, were or was entitled under said Will of said *Patrick Brady*, subject to the Payment of an Annuity of Three hundred Pounds then *Irish* Currency to the said *Mary Blackwood* and her Assigns for her Life, payable half-yearly as therein mentioned, and charged with the Sum of Two thousand five hundred Pounds like Currency for *Margaret Blackwood*, *Dorcas Blackwood*, *Mary Blackwood*, *Anne Blackwood*, and *Letitia Blackwood*, the Five Daughters of the said *Mary Blackwood*, and to be paid to them respectively, and their respective Executors, Administrators, and Assigns, Share and Share alike, and, subject as aforesaid, that the said Towns and Lands of *Clonervy*, and all the said Lands and Premises so devised by said Will, should be conveyed to the Use of the said *Patrick Richard Blackwood Brady* and his Assigns for Life, without Impeachment of Waste, with Remainder to the first and every other Son of said Marriage successively in Tail Male, subject to a Jointure of Four hundred Pounds a Year like Currency to the said *Catherine Madden* in case she should survive her said Husband, and her Assigns, for Life, and subject to a further Sum of Three hundred Pounds like Currency to be paid to said *Catherine* or her Assigns immediately on the Death of her said Husband, in case she should survive him, and subject also to a further Sum of Four thousand Pounds like Currency as a Provision for the younger Children of said intended Marriage, and, subject thereto, that the said Towns, Lands, and Premises should go to the said *Patrick Richard Blackwood Brady*, his Heirs, Executors, Administrators, and Assigns; and it was thereby further declared and agreed, that the said *Patrick Richard Blackwood Brady* should have full Power to charge the said Lands and Premises, or any Part thereof, with any yearly Sum not exceeding Two hundred Pounds like Currency, as a Provision or Jointure for any after-taken Wife: And whereas the said Marriage shortly afterwards took effect, and the said *Patrick Richard Blackwood Brady* having in the Month of *October* One thousand eight hundred and four attained the Age of Twenty-five Years, an Indenture of Settlement for the Purpose of carrying said Marriage Articles of the *Twenty-first November* One thousand eight hundred and one into execution, bearing Date the *Twentieth Day of November* One thousand eight hundred and four, was duly made and executed by and between the said *Patrick Richard Blackwood Brady* and *Catherine Blackwood Brady* otherwise *Madden* his Wife, of the First Part, the said *Mary Blackwood* of the Second Part, the said *Samuel Madden* of the Third Part, the said *James Blackwood*, then Major in His Majesty's Regiment of *Downshire* Militia, and *Charles Powell Leslie* of *Glaslough* in the County of *Monaghan*, Esquire, of the Fourth Part, whereby, after reciting that the said *Patrick Richard Blackwood Brady* was entitled under the aforesaid Will of the said *Patrick Brady* to the said several Lands and Premises in Tail Male on his attaining the Age of Twenty-five Years, and that he had then lately attained the said Age of Twenty-five Years, and also reciting the aforesaid Marriage Articles of the *Twenty-first of November* One thousand eight hundred and one, herein-before stated, it is witnessed that, in pursuance and execution of the said Articles, and in consideration of said Marriage

Patrick R.B.
Brady's Marriage Settlement, dated 20th Nov. 1804.

Marriage so had between the said *Patrick Richard Blackwood Brady* and the said *Catherine Blackwood Brady* his Wife, and for the other Considerations therein mentioned, they the said *Patrick Richard Blackwood Brady* and *Mary Blackwood* did each of them, according to their respective Estates and Interests therein, grant, bargain, sell, and release unto the said *James Blackwood* and *Charles Powell Leslie* all that and those the said several Lands, Tenements, and Premises herein-before mentioned, situate in the County of *Cavan*, and all their Estate and Interest therein respectively, to hold the said Lands of *Clonervy* and other Lands of Inheritance, with their Appurtenances, unto the said *James Blackwood* and *Charles Powell Leslie*, their Heirs and Assigns, for ever, and to hold the said Town and Lands of *Shantamon* and *Shankills* and the Mill thereon, and *Henis*, with the Appurtenances, unto the said *James Blackwood* and *Charles Powell Leslie*, their Heirs and Assigns, for the Lives then in being in the Lease or last Renewal thereof, and for the Lives of such other Persons as should thereafter be added thereto by virtue of any Covenant for Renewal therein contained, subject to the Rents thereby reserved, and to hold the said Town and Lands of *Upper* and *Lower Corfhone*, with their Appurtenances, unto the said *James Blackwood* and *Charles Powell Leslie*, their Executors, Administrators, and Assigns, for and during the Residue of the Term of Years in the Lease thereof mentioned, and for such further Terms as should thereafter be added thereto, pursuant to the Covenant for Renewal thereof *toties quoties* therein contained, subject to the Rents and Covenants in said Lease mentioned and reserved, to the Intent and Purpose that the said *Mary Blackwood* and her Assigns during her Life should receive an Annuity of Three hundred Pounds late *Irish* Currency yearly, and, subject thereto, in Trust that the said *James Blackwood* and *Charles Powell Leslie* should, by Demise, Mortgage, or Sale of the Towns, Lands, Tenements, Hereditaments, and Premises aforesaid, or of a competent Part thereof, or by, with, or out of the Rents, Issues, and Profits thereof and of every Part thereof, or by such other Ways or Means as the said Trustees or the Survivor of them, his Executors, Administrators, or Assigns, should think fit, levy and raise the Sum of Two thousand five hundred Pounds Sterling like Currency, for *Margaret Richardson* otherwise *Blackwood*, *Dorcas Blackwood*, *Mary Blackwood*, *Anne Blackwood*, and *Letitia Blackwood*, the Five Sisters of the said *Patrick Richard Blackwood Brady*, the said Sum of Two thousand five hundred Pounds to be equally divided between them, and paid to them respectively, and their respective Executors, Administrators, and Assigns, Share and Share alike, together with Interest for the same at the Rate of Six Pounds by the One hundred Pounds by the Year, until raised or paid, and, subject to said yearly Annuity of Three hundred Pounds like Currency, and to the said Charge of Two thousand five hundred Pounds like Currency, and the Interest thereof, to the Use of the said *Patrick Richard Blackwood Brady* for Life, Remainder to the said Trustees and their Heirs to preserve contingent Remainders, and subject as aforesaid to a Sum of Three hundred Pounds like Currency for said *Catherine Blackwood Brady* immediately on the Decease of her said Husband, and to Five hundred Pounds like

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Currency a Year, as her Jointure, for Life, in case she should survive him, and also subject to the Sum of Four thousand Pounds like Currency as a Provision for the younger Children of the said *Catherine* and her said Husband, and to the aforesaid Power given him of charging said Lands and Premises with a Jointure of Two hundred Pounds a Year like Currency for any after-taken Wife, according to the several Covenants and Agreements contained in the aforesaid Articles, said Lands and Premises were thereby vested in said Trustees, to the Use of the first Son of the said *Patrick Richard* and *Catherine*, and the Heirs Male of the Body of such first Son lawfully issuing, and for default of such Issue to the Use of the second and every other Son of the said Marriage successively in Tail Male, with Remainder over to the right Heirs, Executors, and Administrators of the said *Patrick Richard Blackwood Brady* for ever; and for the Purpose of barring and extinguishing all Estates Tail, and all Remainders or Reversions expectant thereupon, and all other Estates and Interests whatsoever of or in the said Lands and Premises or any Part thereof, it was thereby covenanted and agreed that the said *Patrick Richard Blackwood Brady* and the said *Catherine* his Wife would in the then present *Michaelmas* Term levy One or more Fine or Fines *sur conuzance de droit come ceo*, and also a Fine *sur concesserunt* of the said several Lands and Premises, which Fines when levied should be and enure to the Uses of said Settlement: And whereas the said Fines were accordingly afterwards, in or as of *Michaelmas* Term in said Year One thousand eight hundred and four, levied in His Majesty's Court of Common Pleas in *Ireland* by the said *Patrick Richard Blackwood Brady* and *Catherine* his Wife: And whereas the said *Mary Blackwood*, the Mother of the said *Patrick Richard Blackwood Brady*, died several Years ago, upon which Event her said Annuity of Three hundred Pounds a Year under said Settlement ceased, and all Arrears of same to her Death have been paid off and discharged: And whereas the said *Patrick Richard Blackwood Brady*, being so entitled under and by virtue of said Marriage Settlement to an Estate for his Life of and in the said Lands and Premises, afterwards by several Deeds granted several Annuities chargeable upon and to be issuing out of the said Lands for the Term of his natural Life, which are mentioned in the Schedule hereunto annexed: And whereas the said Consideration Money of all the said last-mentioned Annuities amounted in the whole to the Sum of Seven thousand nine hundred and eighty-four Pounds Twelve Shillings and Three Pence Three Farthings Sterling: And whereas the said *Catherine Brady* otherwise *Madden*, the Wife of the said *Patrick Richard Blackwood Brady*, is still living, and the said *Patrick Richard Blackwood Brady* and the said *Catherine* his Wife have Two Children, namely, *Richard Blackwood*, their only Son, and One Daughter, and no more: And whereas the said *Richard Blackwood*, as the only Son of the said *Patrick Richard Blackwood Brady*, and *Catherine* his Wife, became entitled under and by virtue of said Marriage Settlement to an Estate in Tail Male of and in the aforesaid Lands of Inheritance, and to an Estate in *quasi* Tail Male of and in the aforesaid Lands of descendible Freehold, and to the absolute Estate or Interest in the said Chattel Leases respectively expectant on the Death of said

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Patrick Richard Blackwood Brady: And whereas the said *Richard Blackwood* attained his full Age of Twenty-one Years in the Month of *May* in the Year One thousand eight hundred and thirty-two, and is unmarried: And whereas upon the said *Richard Blackwood* attaining his full Age, it was agreed by and between him and the said *Patrick Richard Blackwood Brady*, that in order to pay off the Amount of the Consideration Money of said Annuities, and redeem the same, and also in order to pay off the said Sum of Two thousand five hundred Pounds of the late *Irish* Currency so charged upon the said Lands, and in order to provide a sufficient Sum of Money to meet the Wants and Exigencies of the said *Patrick Richard Blackwood Brady* and *Richard Blackwood*, the Sum of Sixteen thousand Pounds should be raised or borrowed at Interest at Five Pounds *per Cent. per Annum*, and that the same should be secured and charged upon the Fee of the said Lands of Inheritance, and upon all other the Lands and Premises aforesaid, and for that Purpose the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* should join in barring the Limitations affecting the said Estates, and should suffer a Common Recovery of said Lands of Inheritance, and should also execute a proper Deed of Settlement enabling them to carry their aforesaid Intentions into effect, and giving them a Power to borrow and raise the said Sum of Sixteen thousand Pounds on the said Estates, and to grant a valid and effectual Mortgage as a Security for the Repayment thereof with Interest: And whereas it was the Intention of the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* that the Trustees to be named in said Settlement should have full Power to raise said Sum of Sixteen thousand Pounds immediately by Mortgage, to be repaid with Interest thereon at Five *per Cent. per Annum*, and that the Mortgagee should not incur the Responsibility of seeing to the Application of the said Money so to be advanced, but that the Lender should have effectual Security by Mortgage, with all the usual Powers of a Mortgagee to raise and enforce Payment of the Mortgage Money, with Interest, at any Time he should think fit: And whereas, by indented Deed of Release, bearing Date the Twenty-first Day of *November* One thousand eight hundred and thirty-two, and made between the said *Patrick Richard Blackwood Brady* of the First Part, the said *Richard Blackwood* of the Second Part, *George Marshall Knipe* of *Erne Hill* in the said County of *Cavan*, Esquire, of the Third Part, and *Thomas Borrowes* of *Stradone* in said County of *Cavan*, Esquire, of the Fourth Part, it is witnessed, that for settling and assuring the said several Lands, Hereditaments, and Premises therein-after mentioned to the Uses, upon the Trusts, and under and subject to the Powers, Limitations, Declarations, and Agreements therein-after expressed and declared of and concerning the same, the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* did grant and release to the said *Thomas Borrowes* and to his Heirs and Assigns all that and those the several Lands, Hereditaments, and Premises therein and herein-before particularly mentioned, situate in the County of *Cavan* aforesaid, the said Lands of Freehold then being in his Possession by virtue of an Indenture of Bargain and Sale therein recited, to hold the said Lands of Inheritance unto the said *Thomas Borrowes*, his Heirs and Assigns, for ever, and to hold the said Lands of descendible Freehold unto the said

Indenture of
21st Nov.
1832, assign-
ing Estates
to a Trustee
upon certain
Trusts.

said *Thomas Borrowes*, his Heirs and Assigns, for and during the Lives of the several Cestuique Vies then in being in the Leases thereof respectively, and the Survivor of them, and also for and during such other Life and Lives as should be added to or inserted in the Leases of said last-mentioned Premises, and to hold the said Land held for a Term of Years unto him the said *Thomas Borrowes*, his Executors, Administrators, and Assigns, for and during the Residue of the Term of Years therein then unexpired under which the said *Patrick Richard Blackwood Brady* and *Richard Blackwood*, or either of them, then held and enjoyed the same, and also for such future Term and Terms of Years as should be granted of the said last-mentioned Lands and Premises by virtue of any Clause of Renewal *toties quoties* in said Lease thereof contained, subject to the yearly Rents and Covenants in said Indenture of Lease contained, and on the Tenant's Part to be paid and performed, to and upon the Uses and Trusts and for such Purposes as are therein-after expressed and declared, that is to say, to the Use and Purpose that the said several Towns, Lands, and Premises should remain subject and liable to the Payment of said Five Sums of Five hundred Pounds Sterling of late *Irish* Currency, making in all Two thousand five hundred Pounds, secured and made chargeable on the same for the Use and Benefit of the Five Sisters of the said *Patrick Richard Blackwood Brady* therein named, and their Executors, Administrators, and Assigns, together with Interest for the same at the Rate of Six Pounds *per Cent. per Annum* until raised and paid, and charged on said Lands and Premises by the said Settlement of the Twentieth Day of *November* One thousand eight hundred and four as aforesaid, and also subject to the Payment of said Sum of Three hundred Pounds of late *Irish* Currency by said last-mentioned Settlement provided for the said *Catherine Blackwood Brady* immediately on the Decease of the said *Patrick Richard Blackwood Brady*, and thereby directed to be paid her out of the Rents of said Premises in case she should survive him, and also subject to her said Jointure of Five hundred Pounds Sterling a Year late *Irish* Currency provided for her during her Life by the said Settlement in case she should survive him, and also subject to the said Sum of Four thousand Pounds late Currency provided by said Settlement for the younger Children of said Marriage, to the Use and Behoof of the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste; and subject thereto, and to the Trusts thereof therein-after declared, upon Trust and to the Intent and Purpose, in the first instance, that the said *Thomas Borrowes*, his Heirs, Executors, and Administrators, should during the Life of the said *Patrick Richard Blackwood Brady* receive and take so much of the Rents and Profits of the said Premises as would from Time to Time be sufficient to pay the yearly Interest of said Sum of Sixteen thousand Pounds so intended to be borrowed as after mentioned, then so much as would be sufficient to pay the annual Premiums on the Policies of Insurance after mentioned; then upon Trust out of the said Rents and Profits to pay unto or to permit the said *Richard Blackwood* and his Assigns to receive an Annuity of Two hundred Pounds during the Life of his said Father, in case the said *Richard Blackwood* should live so long,

long, with such Power and Remedies as therein mentioned for Recovery of the same ; and subject to the several Payments aforesaid, then, as to the Residue of the Rents and Profits of the said Estates and Premises, to the Use of the said *Patrick Richard Blackwood Brady* and his Assigns for Life, without Impeachment of Waste ; with Remainder to the said *Thomas Borrowes* and his Heirs, to preserve contingent Remainders ; with Remainder, after the Decease of the said *Patrick Richard Blackwood Brady*, to the said *Richard Blackwood* for Life, without Impeachment of Waste ; with Remainder to the said Trustees, to preserve contingent Remainders ; with Remainder, from and after the Decease of the said *Richard Blackwood*, subject to the several Charges and Incumbrances therein-before mentioned, and also subject to a Sum not exceeding Three hundred Pounds yearly which he was thereby empowered to charge on said Lands as a Jointure for any Wife he might marry, and to a Sum of Three thousand Pounds which he was thereby also authorized to charge on said Lands and Premises for younger Children, to the Use of the first and other Sons of the said *Richard Blackwood* successively in Tail Male ; and in default of such Issue, Remainder to the Use of the said *Patrick Richard Blackwood Brady*, his Heirs, Executors, and Administrators, for ever : And whereas by the said Deed, after again reciting said Charge of Two thousand five hundred Pounds late Currency for the Sisters of the said *Patrick Richard Blackwood Brady* created by said Settlement of One thousand eight hundred and four, and also reciting the several Annuities granted by the said *Patrick Richard Blackwood Brady* to the several Persons named in the said Schedule hereto annexed, and redeemable on Payment of Eight thousand Pounds or thereabouts, and stating several other Sums required by the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* for the Purposes therein stated, and that to complete said Arrangement therein and herein before mentioned a Sum of Sixteen thousand Pounds would be required, and that the said *Patrick Richard Blackwood Brady* was entitled to a Sum of Five thousand five hundred Pounds in manner therein-before mentioned, by certain Policies of Insurance therein mentioned, and that he had agreed to assign same and the Money thereby secured to said *George Marshall Knipe*, together with Two other Policies therein mentioned which were to be assigned on the Principal Sums paid for the said Annuity being paid off, all which several Sums made together the Sum of Eight thousand three hundred Pounds and upwards, the said *Patrick Richard Blackwood Brady* granted and assigned, or purported to grant or assign, unto the said *George Marshall Knipe*, a certain Policy for Three thousand Pounds therein stated to have been effected by the said *Patrick Richard Blackwood Brady*, but which in fact never was effected, and the Sum of Two thousand five hundred Pounds therein-before specified, and all Dividends and Money to accrue or become payable for or in respect of the same, to hold the said Policy and Money, and also the said Two Policies effected on the Life of the said *Patrick Richard Blackwood Brady* respectively, unto the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, upon Trust from and after the Decease of the said *Patrick Richard Blackwood Brady* to call in the Monies due on said Policies of Insurance, and other Monies so assigned

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to him, and when so received, after Payment of all Costs and Expences they might be put to respecting the same, then to pay and apply the same, as far as the same should extend, in Payment or part Payment of said Sum of Sixteen thousand Pounds so intended to be borrowed and taken up at Interest as aforesaid; and the said Term of Five hundred Years was thereby declared to be created and vested in the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, upon Trust the better to secure the Payment of said Principal Sum of Sixteen thousand Pounds so intended and agreed to be borrowed and secured by Mortgage as aforesaid, and subject thereto, upon Trust out of the Rents and Profits of said Premises comprised in the said Term of Five hundred Years to receive so much as would pay the Head Rents and Renewal Fines payable out of said Premises, then during the Life of the said *Patrick Richard Blackwood Brady* to pay the Interest of said Sum of Sixteen thousand Pounds by half-yearly Payments, then to pay the annual Premiums on said Policies of Insurance, then to pay said Annuity of Two hundred Pounds yearly to the said *Richard Blackwood* during the Life of his said Father, then to secure said Jointure of Three hundred Pounds a Year to the future Wife of the said *Richard Blackwood*, in case he should marry, and then said Sum of Three thousand Pounds for his younger Children, and when all said Trusts should be fulfilled and performed then said Term of Five hundred Years was to cease and determine: And whereas, for the Purpose of barring and extinguishing all Estates Tail, and all Remainders and Reversions expectant thereupon, the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* did thereby covenant with the said *Thomas Borrowes* and his Heirs, that they would, as of the then *Michaelmas* Term or of some other subsequent Term, suffer in due Form of Law in the Court of Common Pleas in *Dublin* One or more Common Recovery or Recoveries of the said several Lands and Premises of Inheritance, and that the same, when suffered, should enure to the Uses and upon the Trusts declared by said Indenture of Settlement, which said Indenture was afterwards registered in the Public Office for registering Deeds in *Ireland* on the Twenty-fourth Day of *November* One thousand eight hundred and thirty-two: And whereas, by Indenture bearing Date the Twenty-second Day of *November* One thousand eight hundred and thirty-two, and made between the said *Patrick Richard Blackwood Brady* of the First Part, the said *Richard Blackwood* of the Second Part, *George Little* of the City of *Dublin*, Gentleman, Attorney, of the Third Part, and *Alexander Reid* of the City of *Dublin*, Gentleman, of the Fourth Part, it is witnessed, that for the barring and extinguishing all Estates Tail, and all Remainders and Reversions expectant thereupon, of and in the said Fee Simple Lands of *Clonervy* and the other Lands and Premises comprised in said Recovery so suffered of the same Premises in *Michaelmas* Term One thousand eight hundred and one, herein-before stated, and in order to settle and assure the same Lands for the Uses and Purposes therein-after mentioned, the said *Patrick Richard Blackwood Brady* and *Richard Blackwood* did grant and release unto the said *George Little* and to his Heirs and Assigns all the said Towns and Lands of *Clonervy* with the several other Fee Simple Lands

Indenture of
22d Nov.
1832.

before mentioned, with their Appurtenances, to hold the same unto the said *George Little* and his Assigns for and during the Term of his Life, to the End and Intent that the said *George Little* might become perfect Tenant of the Freehold of the said Lands and Premises, with their Appurtenances, in order that a good and perfect Common Recovery might be had and suffered of the same in manner therein mentioned; and it was thereby declared and agreed by and between all the said Parties thereto that the said Common Recovery, when suffered, of the said Lands and Premises, should enure and be deemed and taken to enure to give Validity and Effect to the several Uses and Trusts contained in the said Indenture of the Twenty-first Day of *November* One thousand eight hundred and thirty-two: And whereas a Common Recovery was accordingly suffered by the said Parties of said Lands and Premises in *Michaelmas* Term One thousand eight hundred and thirty-two: And whereas, by reason of the Manner in which the said Deed of the Twenty-first of *November* One thousand eight hundred and thirty-two is framed, it has been found impracticable to borrow by way of Mortgage the said Sum of Sixteen thousand Pounds, or any Part thereof, inasmuch as under the Provisions of said Deed a Mortgagee accepting a Mortgage under the Powers for that Purpose created by the said Deed could not enforce Payment of the said Principal Sum during the Life of the said *Patrick Richard Blackwood Brady*, whereby the Intent of all Parties to said Deed as respects the raising of said Sum of Sixteen thousand Pounds has been hitherto frustrated: And whereas the said *Patrick Richard Blackwood Brady* hath, by Deed bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and thirty-four, made between the said *Patrick Richard Blackwood Brady* of the one Part, and the said *Richard Blackwood* of the other Part, assigned and conveyed unto the said *Richard Blackwood*, his Heirs, Executors, Administrators, and Assigns, all his the said *Patrick Richard Blackwood Brady*'s reversionary Estate and Interest in the said several Lands and Premises, according to the Nature and Quality of the said Estates therein respectively; without Prejudice to his the said *Patrick Richard Blackwood Brady*'s said Estate for Life in the said Lands and Premises so limited to the said *Patrick Richard Blackwood Brady* as aforesaid, and subject to the said several Charges and Incumbrances in the said Deed of the Twenty-first Day of *November* One thousand eight hundred and thirty-two mentioned, and to the said Term of Five hundred Years thereby created, and the Trusts thereof, and to such other Charges and Incumbrances (if any) as affected the said reversionary Estate and Interest of the said *Patrick Richard Blackwood Brady* in the said Lands and Premises at the Time of the Execution of the same Deed: And whereas the said recited Deed was duly registered in the proper Office for registering Deeds in *Ireland* on the Twenty-sixth Day of *April* One thousand eight hundred and thirty-four: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Patrick Richard Blackwood Brady* and *Richard Blackwood*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parli-
ment

Indenture,
24th April
1834.

Power to Trustee to raise, by way of Mortgage, the Sum of 16,000*l.* for the Purposes and in the Manner in the Indenture of the 21st of Nov. 1832 mentioned.

ment assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful to and for the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, and that he or they do and shall, by One or more Mortgage or Mortgages of the said Lands, Tenements, Hereditaments, and Premises comprised in the said Term of Five hundred Years in him the said *George Marshall Knipe* vested by the said Deed or Indenture of the Twenty-first Day of *November* One thousand eight hundred and thirty-two, or of a competent Part thereof, for all or any Part of the said Term, raise and levy, or borrow and take up at Interest, such Sum or Sums of Money, not exceeding in the whole the Sum of Sixteen thousand Pounds, as in the Opinion of him or them will, after Payment and Satisfaction thereof of all Costs, Charges, and Expences to be occasioned in the obtaining of this Act of Parliament, and also to be occasioned by such Mortgage, or in anywise relating thereto, be sufficient for the Trusts and Purposes herein-after mentioned and declared respecting the same.

After Payment of the Five several Sums of 500*l.*, and the several Annuities charged by the said Indenture of 21st Nov. 1832, the Trustee to apply the Residue to the Purposes of the said Indenture.

II. And be it further enacted, That the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, from and after Payment of such Costs, Charges, and Expences, do and shall, in the next place, by and out of the Monies so to be raised and levied as aforesaid, pay and satisfy the Five several Sums of Five hundred Pounds Sterling of late *Irish* Currency secured and made chargeable on the Lands, Hereditaments, and Premises comprised in the said Term of Five hundred Years, for the Use and Benefit of the Five Sisters of the said *Patrick Richard Blackwood Brady*, and in the next place do and shall, after such Payments as aforesaid, apply a competent Part of the said Monies so to be raised and levied as aforesaid in the Repurchase, Redemption, and Extinguishment of the several Annuities or Rent Charges granted by the said *Patrick Richard Blackwood Brady* as in the said Indenture of the Twenty-first of *November* One thousand eight hundred and thirty-two, and in Payment of the Costs and Charges attending the Repurchase, Redemption, or Extinguishment of the said Annuities, and the Assignment or Release of the several Securities by which the same are secured, and that after such Payments as aforesaid the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, do and shall stand possessed of and interested in the Residue of the said Monies so to be levied and raised as aforesaid, in Trust to apply the same for the Purposes stated in the said Indenture of the Twenty-first of *November* One thousand eight hundred and thirty-two, and to complete the Arrangement in the said Indenture mentioned.

When Annuities are redeemed, Trustee to procure Policies of Insurance to be assigned to him upon certain Trusts.

III. And be it further enacted, That when and as each of the said several Annuities shall be repurchased or redeemed by the said *George Marshall Knipe*, his Executors, Administrators, or Assigns, in pursuance of the Provisions herein-before contained, the said *George Marshall Knipe*, his Executors, Administrators, or Assigns, shall cause or procure to be assigned to him or them all and every the said Policies of Insurance by which the Annuity or Annuities so purchased or redeemed are or is secured which shall have been effected and maintained by or at the Expence of the said *Patrick Richard*

Richard Blackwood Brady, or of which the said *Patrick Richard Blackwood Brady* or *George Marshall Knipe* can compel or procure the Assignment; and such Policies of Insurance, when so assigned, shall be holden by and vested in the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, upon Trust, immediately after the Decease of the said *Patrick Richard Blackwood Brady*, or as soon thereafter as conveniently may be, to call in and receive the Sums which may be then due on the said Policies of Insurance; and the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, shall stand possessed of and interested in the Monies so recovered and received from the said Policies of Insurance upon the Trusts and for the Purposes herein-after mentioned and declared of and concerning the same, that is to say, upon Trust that the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, do and shall, in the first place, out of the Monies so recovered and received as aforesaid, pay all the Costs, Charges, and Expences he or they may be put to respecting the said Policies of Insurance, or the Receipt or the Recovery of the Monies due thereon, and after Payment of such Costs, Charges, and Expences do and shall apply the Residue of the said Monies in Payment of the said Sum of Sixteen thousand Pounds so to be raised and levied as aforesaid, so far as the same will extend.

IV. And be it further enacted, That the said Term of Five hundred Years created by the said Indenture of the Twenty-first of *November One thousand eight hundred and thirty-two*, and vested in the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, shall, subject to the Power for raising the Sum of Sixteen thousand Pounds herein-before contained, and to the Trusts by the said Indenture of the Twenty-first of *November One thousand eight hundred and thirty-two* declared for the Payment of the Head Rents and Renewal Fines therein mentioned, and the Payment of the Interest of the said Sum of Sixteen thousand Pounds, be vested in the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, in Trust to pay the annual or other Sums which shall become due and payable for the Premiums of or for keeping up and maintaining such of the said Policies of Insurance as shall be assigned to the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, in pursuance of the Provisions herein-before contained: Provided nevertheless, that, subject as aforesaid, the said Term of Five hundred Years shall be and remain upon such and the same Trusts and Purposes as are declared of the same by the said Indenture of the Twenty-first of *November One thousand eight hundred and thirty-two*.

V. Provided always, and be it further enacted, That nothing herein contained shall oblige or require any Person or Persons who shall advance any Sum or Sums of Money for the Purposes herein-before mentioned to the said *George Marshall Knipe*, his Executors, Administrators, and Assigns, to see to or be answerable or accountable for the Misapplication or Nonapplication thereof, but that the Receipt or Receipts of the said *George Marshall Knipe*, his Executors, Administrators, or Assigns, shall be a good and effectual Discharge

[Private.]

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for

The Term of 500 Years created by Indenture of 21st Nov. 1832 vested in *George Marshall Knipe* upon Trust to pay Premiums of the said Policies of Insurance.

Persons advancing Money for the Purposes herein-before mentioned not to be answerable for Application thereof.

4° & 5° GULIELMI IV. Cap. 36.

for all and every the Sum or Sums of Money as shall respectively be acknowledged or expressed to be received in such Receipts.

Act not to vary any Limitations to which the said Lands are subject, except, &c.

VI. Provided also, and be it further enacted, That nothing hereinbefore contained shall or shall be deemed to alter or vary any of the Limitations, Uses, Trusts, or Purposes to which the said Lands, Hereditaments, and Premises were limited or subject at the Time of the passing of this Act, save in as far as such Limitations, Uses, Trusts, or Purposes may be altered or varied by the Execution of the Power to mortgage, and by the Provisions for the Payment of the Premiums on the Policies of Insurance herein contained.

nor to prejudice Right or Interest of the Five Daughters of Mary Blackwood upon the said Lands.

VII. Provided also, and be it further enacted, That nothing herein contained shall extend or be deemed or construed to extend to alter, prejudice, or affect the Estate, Right, Title, Interest, Claim, or Demand of *Margaret Blackwood, Dorcas Blackwood, Mary Blackwood, Anne Blackwood, and Letitia Blackwood*, the Five Daughters of *Mary Blackwood*, and their respective Executors, Administrators, and Assigns, in, to, and upon the Lands, Hereditaments, and Premises comprised in the said Term of Five hundred Years, but the same shall, until Payment of the several Sums of Five hundred Pounds to which they may respectively be entitled to, continue to be as good, valid, and effectual in, to, and upon the said Lands, Tenements, and Hereditaments as if this Act had not been passed.

General Saving.

VIII. Saving always to the King's Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic, Corporate, and Collegiate, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the said *Patrick Richard Blackwood Brady* and *Richard Blackwood*, and the Issue of the said *Richard Blackwood*, all such Estate, Right, Title, and Interest as they, every or any of them, had and enjoyed of, in, to, or in respect of the said Estates, Lands, and Premises previous to the passing of this Act, or could or might have had or enjoyed in case the same had not been made.

Act to be printed by the King's Printers.

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

The SCHEDULE to which the foregoing Act refers,

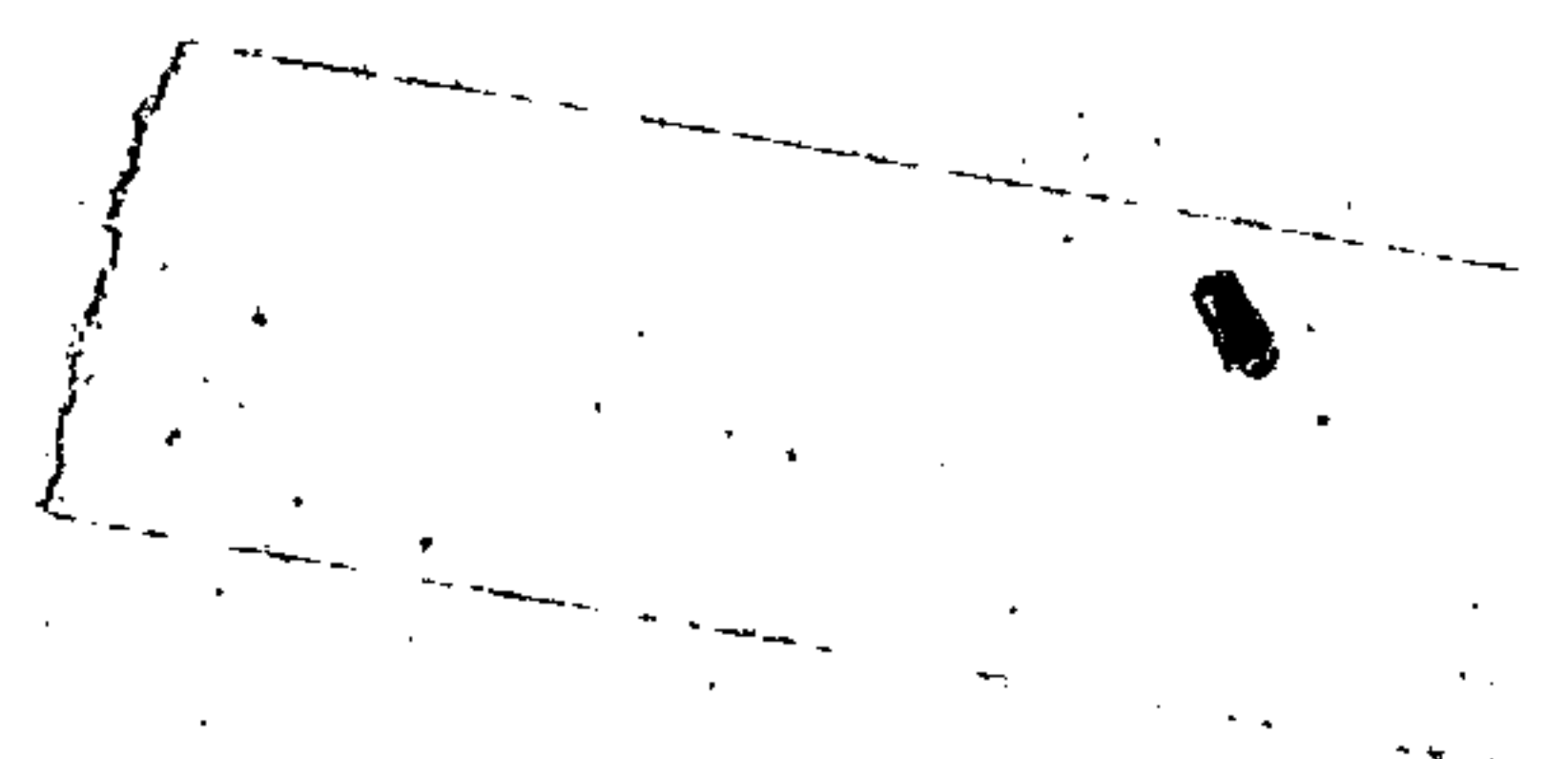
Containing the Particulars of the Annuities granted by the said Patrick Richard Blackwood Brady.

Annuitants.	Dates of Deeds.	Consideration Money.	Amount of Annuities.	
John Jackson - -	28 May 1821 -	£ s. d. 1,000 0 0	£ s. d. 140 0 0	Irish Currency.
William Stewart Hamilton -	6 June 1821 -	2,500 0 0	370 11 8	Do.
Dorcas, Anne, and Letitia } Blackwood - - }	19 April 1823 -	1,900 0 0	269 0 0	Do.
Henry Samuel Close -	14 November 1828	3,000 0 0	420 0 0	Sterling.
			or 385 $\frac{1}{2}$ l., if paid within certain Periods specified in the Memorial of the said Annuity.	

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1834.

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