# CHAPTER 4.

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An Act for giving effect to a Compromise of a Suit concerning the last Will and Testament of the late Christopher Neville Bagot deceased and for modifying certain of the Trusts of his said will affecting his Estates in the counties of Galway and Roscommon in Ireland. [11th August 1881.]

WHEREAS previous to and at the execution of the will hereinafter recited Christopher Neville Bagot of Aughrane Castle in the county of Galway was seised and possessed or claimed to be seised and possessed in fee simple and for terms of years respectively under the deeds and indentures herein-after recited of the lands and premises described in the schedule to this Act subject as to certain of the said lands to a rentcharge of one thousand pounds a year payable to Alice Emily Bagot (the wife of the said Christopher Neville Bagot who afterwards became Mrs. Alice Emily Roberts) for her life created by a certain indenture dated the 19th day of December 1876 and was possessed of personal estate of considerable value his real and personal estate producing an annual income of about nine thousand pounds :

And whereas by deed poll dated the 23rd day of July 1863 under the seal of the Landed Estates Court Ireland in consideration of the sum of one hundred and five thousand pounds paid into the Bank of Ireland to the account and credit therein mentioned by the said Christopher Neville Bagot Charles James Hargreave one of the judges of the said court did grant unto the said Christopher Neville Bagot the perpetual yearly rents of ten pounds and one shilling created by the therein two recited indentures and payable out of the lands and premises described in the first part of the schedule to this Act to hold the same unto and to the use of the said Christopher Neville Bagot his heirs and assigns for ever subject to certain of the covenants and clauses in the said recited indentures respectively mentioned And did thereby further grant unto the

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said Christopher Neville Bagot the lands and premises respectively described in the second and third parts of the schedule to this Act to hold the lands described in the second part of the schedule to this Act unto and to the use of the said Christopher Neville Bagot his heirs and assigns for ever and to hold the lands in the third part of the said schedule unto the said Christopher Neville Bagot his heirs executors administrators and assigns for the residue of a term of sixty years from the 1st day of May 1848 subject to the payment of the rent and the performance of the covenants reserved by the lease thereof as therein mentioned:

And whereas by indenture of fee farm grant bearing date the 13th day of June 1871 and expressed to be made between the Right Honourable Robert Edward King Earl of Kingston of the one part and the said Christopher Neville Bagot of the other part In pursuance of the provisions of the Renewable Leasehold Conversion Act and in consideration of the perpetual yearly fee farm rent and the covenants clauses conditions and agreements therein reserved and contained and by the said Christopher Neville Bagot his heirs and assigns to be paid observed and performed he the said Robert Edward Earl of Kingston did grant and convey unto the said Christopher Neville Bagot and to his heirs the town and lands described in the fourth part of the schedule to this Act to hold unto and to the use of the said Christopher Neville Bagot his heirs and assigns for ever subject to the perpetual yearly fee farm rent of one hundred and sixty-nine pounds sixteen shillings and elevenpence sterling:

And whereas by one other deed poll bearing date the 18th day of December 1874 under the seal of the said Landed Estates Court in consideration of the sum of three thousand and sixty pounds paid into the Bank of Ireland to the account and credit therein mentioned by the said Christopher Neville Bagot Stephen Woulfe Flanagan one of the judges of the said court did grant unto the said Christopher Neville Bagot the lands described in the fifth part of the schedule to this Act to hold the same unto and to the use of the said Christopher Neville Bagot his heirs and assigns for ever subject as therein mentioned:

And whereas by one other deed poll bearing date the 23rd day of December 1874 under the seal of the said Landed Estates Court In consideration of the sum of two thousand seven hundred and fifty pounds paid into the Bank of Ireland to the account and credit therein mentioned by the said Christopher Neville Bagot the said Stephen Woulfe Flanagan one of the judges of the said court did grant unto the said Christopher Neville Bagot the towns and lands therein firstly and secondly described being the premises

described in the sixth and seventh parts of the schedule to this Act excepting as therein mentioned To hold the lands firstly therein granted for the residue of the unexpired term of 999 years from the 1st day of May 1853 created by an indenture dated the 11th day of May 1853 And to hold the lands secondly therein granted for the residue of the unexpired term of 999 years from the 1st day of May 1856 subject respectively to the rents and covenants and with the right of indemnity therein mentioned:

And whereas the said Christopher Neville Bagot was married on the 8th day of August 1875 to Alice Emily Verner but there was not any settlement executed on the occasion of the said marriage or at all save by deed of the 19th December 1876 herein-after set forth and there was issue of the said marriage one son named William Hugh Neville Bagot and no other issue:

And whereas the said Christopher Neville Bagot executed his last will and testament in writing bearing date the 7th day of September 1876 which is in the words and figures following:

" I Christopher Neville Bagot of Aughrane Castle in the county
" of Galway Esquire hereby revoke all wills and codicils and
" testamentary dispositions heretofore made by me and declare
" this to be my last will I devise and bequeath all my real
" and personal property whatsoever and wheresoever unto my
" brother Bernard William Bagot and to my friend and land
" agent Joseph Arthur Holmes their heirs executors adminis-
" trators and assigns respectively herein-after called my said
" trustees whom I also name executors of this my will To the
" uses upon the trusts and for the purposes herein-after men-
" tioned that is to say upon trust as to my personal estate to
" permit and I request they will permit such portion thereof
" as shall not consist of money or mere chattels to remain in
" the same state of investment in which it may be found at
" the time of my decease until the securities arrive at maturity
" or until the same is required for payment of my debts and
" all charges on my estate And I direct that the rents
" interest and dividends and other annual proceeds of my real
" and personal estate (other than the house and demesne lands
" of Aughrane) and the proceeds of such chattels as may be
" sold pursuant to this my will after my death shall be first
" applied in payment of the interest as the same shall become
" due upon any charges that may affect my real estate at the
" time of my death and next in payment of the said charges
" and all other my debts save as hereafter mentioned and my
" funeral and testamentary expenses and all legacies and
" annuities given by this my will or any codicil hereto and

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" subject thereto my trustees shall invest such cash as may " from time to time be in their hands in their names or under " their legal control in or upon the debentures bonds or the " debenture stock of any incorporated company in Great Britain " or Ireland paying a dividend on its original stock before and " at the time of such investments or in the bonds of the " Australian Government with power to my trustees from time " to time to alter vary and transpose such investments into " others of a like nature and my trustees shall for the period of " twenty years after my death accumulate my personal estate " and the rents interests dividends and annual proceeds of all " my real and personal estate (other than the house and " demesne lands of Aughrane) so far as the same are not " required to be applied to any of the purposes herein-before " mentioned and also the accumulations thereof and the interest " dividends and annual proceeds of the accumulating fund for " the time being by investing the cash from time to time arising " therefrom in such investments as before mentioned and the " property so directed to be accumulated shall together with the " accumulations thereof form one fund to be called the accu- " mulating fund And as to the house and demesne lands of " Aughrane I direct that my trustees shall stand possessed " thereof to the following uses that is to say to the use of my " brother John Lloyd Bagot for his life and after his death to " the use of each successively according to seniority of the sons " of the said John Lloyd Bagot now born or to be born during " my life for the life of such son and with remainder im- " mediately on the death of each such son and after his estate " respectively to the use of his first and other sons successively " according to seniority in tail male and after the failure or " determination of the said estates To the use of the son and " sons of the said John Lloyd Bagot born after my death " successively according to seniority in tail male and in default " or failure of such issue to the use of my brother Bernard " William Bagot for life with remainder to the use of each " successively according to seniority of the sons of the said " Bernard William Bagot now born or to be born during my " life for the life of each such son with remainder immediately " on the decease of such son and after his estate to the use of " his first and other sons successively according to seniority in " tail male with remainder to the use of the son or sons of the " said Bernard William Bagot born after my death according " to seniority in tail male and in default or failure of such " issue to the use of my brother Charles Augustus Bagot for " his life with remainder to the use of each successively

" according to seniority of the sons of the said Charles Augustus
" Bagot now born or to be born during my life for the life of
" each such son with remainder immediately on the decease of
" each such son and after his estate to the use of his first and
" other sons successively according to seniority in tail male with
" remainder to the use of the son or sons of the said Charles
" Augustus Bagot born after my death according to seniority
" in tail male with remainder to the daughters of the said John
" Lloyd Bagot successively according to seniority and their
" respective issue with remainder to the daughters of the said
" Bernard William Bagot successively according to seniority
" and their respective issue with remainder to the daughters of
" the said Charles Augustus Bagot successively according to
" seniority and their respective issue in like manner in all
" respects for the same estates and subject to the same restric-
" tions as are herein-before fully set out in regard to the sons of
" my said three brothers respectively and for default of such
" issue with remainder to the use of my own right heirs And
" I declare that if any person who under this my will would
" but for this present declaration for the time being be entitled
" to the possession of my house and demesne lands of Aughrane
" or the receipt of the rents and profits of my estates as tenant
" for life or in tail male by purchase shall be under the age of
" twenty-one years my trustees shall enter into the possession
" of the rents and profits of the same premises and shall during
" the minority of such person continue in such possession or
" receipt and manage or superintend the management of the
" same premises and may let the demesne lands of Aughrane
" for grazing but not so that any waste shall be committed
" and may cut timber (but only for thinning purposes) or
" underwood from time to time in the usual course for sale
" or repairs or otherwise erect pull down and repair houses
" and other buildings and erections drain or otherwise im-
" prove all or any of the said premises insure houses build-
" ings or other property against loss or damage by fire make
" allowance to and arrangements with tenants and others
" accept surrenders of leases and tenancies and generally deal
" with the premises with the discretion of absolute owners
" without being responsible for any loss or damage occasioned
" thereby and shall during such minority out of the rents and
" profits of the said premises (including the produce of the sale
" of timber and underwood) pay the expenses incurred in such
" management or in the exercise of any of the powers aforesaid
" or otherwise in respect of the premises and all outgoings
" which my trustees shall think fit to pay and shall keep down

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" any annual sum charged upon the same premises and apply
" any money which they shall think proper according to the age
" of such minor in or towards his or her maintenance education
" advancement or benefit not exceeding two hundred pounds a
" year up to the age of ten years and five hundred pounds a
" year up to twenty-one and shall add the residue of such rents
" and profits to the accumulating fund herein-before mentioned
" and hold the same upon the like trusts and subject to the like
" powers and provisions in all respects as herein declared con-
" cerning that fund Provided also and I hereby declare that
" it shall be lawful for every person male or female who under
" the limitations herein contained shall for the time being be in
" the actual possession of the rents and profits of the estates
" hereby devised at any time before and in contemplation of
" marriage (but subject and without prejudice to the estates
" charges and powers antecedent to the estate for life of the
" person exercising this present power) to limit and appoint to
" the use of or in trust for any and every wife or husband
" whom such person shall marry when so in possession for the
" life of such wife or husband any annual sum not exceeding in
" the whole the sum of one thousand pounds sterling to be
" charged upon all or any part of the said hereditaments pro-
" vided that until the end of twenty years from my death no
" greater annual sum shall be paid than five hundred pounds a
" year and that only one such jointure shall be payable at any
" one time and that according to the priority of creation And
" I declare that if any person being of full age and whether
" male or female who shall for the time being be entitled in
" possession to my said estates or any of them shall not be or
" shall cease to be of the Protestant faith the same consequences
" shall happen as if such person or if a female she and her
" husband had neglected for twelve calendar months or had
" discontinued to take or use the name and arms herein-after
" mentioned and the like provision shall come into operation to
" preserve contingent remainders if any Provided further and
" I hereby enjoin every person whether male or female for the
" time beneficially entitled in possession to my estates or any of
" them and not previously having the surname and arms herein-
" after required to be used also the husband of any female who
" shall become so entitled forthwith to apply for and obtain
" the royal license authorising him or her to use in all deeds
" and documents which he or she shall sign and on all occasions
" the surname of Neville-Bagot either alone or in addition to
" and after his or her own surname so that the name of Neville-
" Bagot shall be the last and principal surname and also to

" wear my family arms alone or quartered with his or her own
" arms and thenceforth to assume use and wear such surname
" and arms accordingly And in case such person or the
" husband of such person (as the case may be) should neglect
" to comply with this injunction for the period of twelve
" calendar months after he or she or his wife shall so become
" entitled in possession as aforesaid or being a minor or other-
" wise personally incapacitated to comply therewith then within
" twelve calendar months after the removal of such incom-
" petency or in case any such person or her husband or any
" other person so entitled either having or assuming the
" name of Neville-Bagot should at any time discontinue
" to use the same or adopt any other final surname or arms in
" lieu of that of Neville-Bagot then the estate of every such
" person or his wife or other person (as the case may be) in
" the hereditaments hereby devised as aforesaid shall absolutely
" cease and determine and the remainder and remainders
" expectant thereon shall be accelerated provided that such
" determination shall not prejudice any contingent remainders
" expectant on such estate if an estate for life and to preserve
" the same I devise my said estates to my trustees their heirs
" and assigns during the life of the person whose estate for
" life has so determined upon trust to permit the rents to be
" received by the person or persons under the limitations
" hereof entitled for the time being to the first estate in
" remainder expectant on the death of such person and in the
" event of such cesser or determination of the estates or estate
" for life of any such person any appointment or appointments
" other than leases which any such person may have made shall
" cease and be utterly void to all intents and purposes I direct
" that no person whether male or female becoming entitled to
" the possession or receipt of the rents or profits of the estates
" hereby devised shall be in any manner dispunishable for or
" allowed to commit any manner of waste or be at liberty to
" cut any ornamental or other timber or trees growing on such
" estates save such as it may become necessary to cut for
" thinning purposes And as to any statuary bronzes marbles
" articles of virtu clocks cabinets pictures books and plate and
" also any other articles of furniture which my trustees shall
" consider of a sufficiently substantial or durable and orna-
" mental character to conveniently form the subject of heir-
" looms I bequeath the same to my trustees their executors
" administrators and assigns and I direct that the same shall
" descend and be considered as heirlooms and be used and

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" enjoyed by the person or persons who may be entitled for
" the time being to the rents of my said estates but so that the
" same shall not vest absolutely in any person hereby made
" tenant in tail male by purchase unless such person shall
" attain the age of twenty-one years and on the death of such
" tenant in tail male by purchase under that age the same shall
" go and devolve as if they had been freeholds of inheritance
" and I direct that lists thereof shall be made by my trustees
" in duplicate or triplicate or other sufficient number of copies
" that the person entitled to the use thereof may have one or
" more and my trustees may have one or more copies thereof
" and that after such list shall have been signed by the person
" entitled to the use of such articles my trustees shall not be
" concerned to see to the preservation thereof or bound to take
" security therefor but they may nevertheless at any time take
" any steps they deem requisite for that purpose And I hereby
" express my wish that my trustees will out of such accumu-
" lating fund as herein-before mentioned raise in the first place
" such sum not exceeding in the whole twenty thousand pounds
" as they in their absolute discretion may think fit for the
" purpose of building if I shall not have commenced or if I
" shall have commenced the same finishing the building of the
" mansion house or the additions or alterations thereto three
" entrance gates and gate lodges stables coach-houses and
" other out-offices at Aughrane Castle aforesaid also in building
" a tower to the church if the church representative body shall
" consent thereto and additions to the market house at Ballygar
" as drawn on the plans by Mr. Tilling and I desire my trustees
" to build or finish the same as nearly in accordance as may be
" possible with the plans drawings and specifications which I
" obtained from Mr. Tilling and on which I have endorsed my
" initials and the date of this will and the mode and expense of
" building and completing same and any necessary variation of
" mere detail which may arise and what shall be deemed the
" completion thereof I leave wholly to the discretion of my
" said trustees without their being in any manner liable for the
" way they may exercise such discretion and I direct the person
" for the time being entitled to the rents of my said estates if
" of full age to see that the same works and improvements are
" carried out and if my trustees shall decline to take the
" responsibility of so doing or shall for twelve calendar
" months after my decease neglect to carry on same I direct
" that the person so entitled as aforesaid if of full age shall
" carry out the same or as much thereof as can reasonably be

" accomplished within five years after my death and my trustees " shall appoint an architect to act on their behalf to inspect " the works and the progress thereof and to see that the same " are being done in pursuance of my directions and strictly in " accordance with or as nearly as possible in accordance with " the said plans drawings and specifications and from time to " time certify the progress and the cost thereof and the com- " pletion thereof when completed and said architect shall be " separate and distinct from any architect appointed by such " person as aforesaid to superintend the carrying out of the " said works and my trustees shall from time to time pay out " of the accumulating fund the cost of same works up to and " not exceeding twenty thousand pounds upon the certificate of " their architect so appointed by them as aforesaid And I " declare that if the person so entitled as aforesaid being of " full age does not cause the same to be carried out and as " nearly as may be completed within five years after my death " the same consequences shall happen upon the non-execution " or non-completion as the case may be of said works as " aforesaid as if such person or if a female her husband had " neglected for twelve calendar months or had discontinued to " take and use the name and arms herein-before mentioned " and the like provision shall come into operation to preserve " contingent remainders as in that event And in the next " place I give and bequeath to each of my brothers Bernard " William Bagot and Charles Augustus Bagot a legacy of five " thousand pounds such legacies to be paid at such time as my " trustees shall consider they may be conveniently paid out of " the accumulating fund after providing for the said buildings " and not before with interest at five per cent. from the time " of my decease and in case either or both of my two last- " named brothers should die in my lifetime leaving a child or " children respectively living at my death then I direct that " the legacy or legacies so given to him or them respectively " shall be divided between their said respective children in " equal shares who being sons or a son shall respectively attain " the age of twenty-one years or being daughters or a daughter " respectively shall attain that age or marry I leave to my " brother John the sum of five hundred pounds and to my " sister Mrs. Catherine Meagher the sum of five hundred " pounds and I also give to my said sister Mrs. Catherine " Meagher for her life an annuity of two hundred pounds a " year and to my said sister Letitia Bagot for her life a like " annuity of two hundred pounds a year and I direct that such

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" annuities shall be paid by half-yearly payments (without any
" deduction for duty or income tax) the first payment to be
" made six calendar months after my decease such annuities
" respectively to be for the sole and separate use of such
" annuitant and not liable for the debts of her husband and
" without power of anticipation I direct my trustees to pay
" and apply a sum of one hundred pounds per annum for the
" benefit and in aid of the fund for the support of the Protes-
" tant Episcopal Church of Ballygar and Athleague or of the
" stipend of the incumbents for the time being in such propor-
" tions and in such manner as my trustees may deem expedient
" (the said sum of one hundred pounds to be paid until the trust
" for the accumulation herein or in any codicil hereto contained
" shall cease) by equal half-yearly payments and without any
" deduction whatsoever I direct that in like manner and
" during the same period my trustees shall pay and apply
" a sum of ten pounds per annum to or for the benefit of
" the Protestant Orphan Society in the town of Galway by
" equal half-yearly payments without any deduction whatever
" And subject to the aforesaid gifts and after full payment
" thereof I direct my trustees to raise out of the said accumu-
" lating fund for the child of my wife Alice Emily Bagot
" which has been called by the name of William such annual
" sum as to my said trustees or trustee shall seem fit not
" exceeding two hundred pounds for its maintenance clothing
" and education in each year until such child shall attain
" fourteen years of age if he shall so long live and from his
" age of fourteen years until he shall attain twenty-one years
" of age if he shall so long live my said trustees shall raise
" thereout and apply as aforesaid for him such annual sum not
" exceeding the sum of three hundred pounds a year as to my
" trustees or trustee may seem fit and may either themselves
" so pay or apply the said sums or may pay same to his
" guardian for the time being without seeing to the application
" thereof and if he shall attain twenty-one years of age my
" said trustees shall levy and raise out of the said accumulating
" fund or if the same shall be insufficient out of my said estates
" interest upon the sum of ten thousand pounds which I hereby
" charge thereon at the rate of four and a half per cent. per
" annum and shall hold the same upon trust to pay the said
" interest to him until he shall attain thirty years of age or
" die under that age leaving issue who shall attain twenty-one
" years of age or if daughters marry under that age and upon
" his attaining thirty years of age or dying under that age but

" above twenty-one years of age leaving such issue I direct my
" said trustees to raise out of the said accumulating fund or if
" that shall not be sufficient out of my said estates and to pay
" the said sum of ten thousand pounds to him or if he shall
" have died equally amongst his children who shall attain the
" age of twenty-one years or if daughters marry under that
" age Provided always that my said trustees may at any time
" before the said child shall attain thirty years of age raise any
" part of said sum of ten thousand pounds as aforesaid not
" exceeding the sum of two thousand pounds and apply same
" for the benefit or advancement of such child in any way they
" may see fit I hereby declare that my wife shall not be
" entitled to dower or thirds out of any of my estates what-
" soever and inasmuch as a separation is arranged between us
" and in the deeds already drafted relative thereto I have
" provided for my said wife I feel it quite unnecessary to make
" her any bequest but I declare that this my will is to be in no
" degree considered as contingent on the completion of the
" said deeds before my death but is to be of full validity
" whether they are or are not completed Provided always and
" I hereby declare that subject as herein-before mentioned the
" accumulating fund shall be accumulated as aforesaid for
" twenty years from my death and during such period my
" trustees may in their discretion and at the termination of
" such period my trustees shall as and when opportunity may
" offer lay out any balance of the same not then required for
" the purposes before mentioned or which may have then or
" may thereafter fall into the said accumulating fund at one or
" more times in the purchase of fee simple or freehold lands
" in the counties of Galway or Roscommon as contiguous as
" possible to my said estate of Aughrane and after the expira-
" tion of the said term of twenty years the trust for accumu-
" lation shall cease and the trust for laying out in the purchase
" of lands shall become absolute so that the income thereof
" shall be payable and applicable to the persons and in the
" manner that the rents of the lands purchased would be if the
" fund were then already laid out and my trustees shall stand
" seized of such lands as and when so purchased upon trust
" if purchased before the expiration of the said period of
" accumulation to accumulate the rents thereof as aforesaid
" during the remainder of such period and after the expiration
" thereof or if purchased after the expiration thereof to settle
" and cause to be settled the same and they shall also at the
" expiration of the said period of accumulation settle or cause

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" to be settled my said real estate herein-before devised of which
" the rents are herein-before directed to be accumulated to the
" same uses and subject to the same powers provisoes and
" declarations and restrictions as are herein-before contained
" and declared with regard to my said house and demesne
" lands of Aughrane or such of them as shall then be subsisting
" and capable of taking effect but not so as to increase or
" multiply charges provided that as to any such estates which
" shall consist of chattels real or otherwise not qualified by
" tenure for limitation in tail the same shall be held by my
" trustees upon such trusts corresponding to the same uses but
" so as not to vest absolutely in any person hereby made tenant
" in tail male by purchase unless such person attain the age of
" twenty-one years but on such person's death under that age
" the same shall go and devolve as if they had been freehold
" of inheritance and limited to the same uses Provided always
" and I hereby declare that if any legatee or devisee in this my
" will shall contest the validity of this my will or of any gift
" devise or bequest therein or shall in any way litigate the
" same (save by a suit or proceeding to administer the trusts
" thereof for the protection of the trustees should the same
" prove necessary) then I hereby declare that all benefits hereby
" given to such person shall forthwith cease and I declare that
" any of such benefits given out of personal estate (not being
" hereby made heirlooms) or out of the said accumulating
" fund shall forthwith go to and sink in said accumulating fund
" and not to be raised thereout and if real estate or heirlooms
" the same consequences shall happen as if such person or if a
" female she and her husband had neglected for twelve calendar
" months or had discontinued to take or use the name and arms
" herein-before mentioned and the like provision shall come
" into operation to preserve contingent remainders if any I
" hereby declare that the statutory powers of appointing new
" trustees shall be applicable to this my will and on any
" appointment the number of trustees may be augmented or
" reduced and my trustees shall not be in any way responsible
" for defects of title in estates purchased by them or for any
" act neglect or default whatsoever unless for fraud And I
" declare that my trustees shall have and may exercise and
" enjoy all the powers authorities and indemnities given for
" the relief and protection of trustees by the Act of the
" 23rd and 24th Victoria chapter 145 as if the same were
" actually inserted herein and I declare that all the powers
" and trusts hereby given to and imposed upon my trustees

" shall be exerciseable by and devolve upon my trustees hereby
" nominated and the survivor of them and the executors or
" administrators of such survivor their or his assigns or other
" the trustees or trustee for the time being of this my will in
" the same manner as if they had been herein throughout
" specified in each case I give and bequeath to each of my
" said trustees hereby nominated who shall undertake the
" execution and act in the trusts hereof the sum of five hundred
" pounds as compensation for his trouble and I authorise and
" empower the trustees for the time being of this my will as
" well with regard to all or any of my property from time to
" time during the continuance of the trusts hereby created in
" their absolute discretion to employ such solicitors and counsel
" receivers agents stewards clerks and bailiffs or other persons
" to aid and assist them in the care and management of my
" said estates and in receiving and paying the rents income and
" produce thereof or any part thereof or otherwise in the
" performance and execution of the several trusts and purposes
" hereby declared concerning my estate as to the said trustees
" for the time being may seem best and also to pay or allow
" all such parties so appointed retained or employed from time
" to time such costs and compensation salary or salaries or
" allowances as may or shall have been actually paid or allowed
" by me or otherwise as the trustees for the time being shall
" in their discretion think fit Provided always and I hereby
" declare that if my said trustees see fit to appoint the said
" Joseph Arthur Holmes to be land agent over the said estates
" he shall while acting as such land agent be entitled to the
" usual remuneration for his labour as such agent of five
" pounds per cent. and all other allowances which I have been
" in the habit of making him notwithstanding that he is also
" one of my trustees and executors and I declare that if he
" shall be sole acting trustee he may nevertheless act as such
" agent and receive such remuneration as aforesaid In witness
" whereof I have hereunto and to a duplicate hereof of like
" tenor and effect signed my name this 7th day of September
" 1876."

" C. Neville Bagot."

" Signed published and declared by the said testator Christopher
" Neville Bagot as and for his last will and testament in our
" presence present at the same time who at his request and in
" his presence and in the presence of each other have hereunto
" subscribed our names as witnesses the following alterations
" having been first made vizt. The word 'others' substituted

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" for 'shares' on first page the word 'such' scored through " and the word 'and' substituted for 'or' in second page the " word 'the' interlined in third page the word 'twenty' " scored through the word 'or' substituted for 'and' and the " word 'and' scored through in fifth page and 'or' substituted " for 'and' in sixth page.

" William Fry Solicitor
" D. F. Buckley."

And whereas by indenture dated the 19th of December 1876 and expressed to be made between the said Christopher Neville Bagot of the first part the said Alice Emily Bagot of the second part and Dame Mary Hester Frances Verner of the third part and the Right Honourable William Earl of Longford and the Right Honourable Amherst Viscount Holmesdale of the fourth part After reciting that differences had arisen between the said Christopher Neville Bagot and Alice Emily Bagot and that they had agreed to live separate and that previous to their marriage the said Alice Emily Bagot was entitled to ten thousand pounds under certain family settlements and the will of her father Sir William Verner Baronet And that the said Christopher Neville Bagot had agreed to settle the same in manner contained in the indenture of even date with the now reciting deed And that the said Christopher Neville Bagot had agreed to give the said Alice Emily Bagot an annuity of one thousand pounds during her life for the maintenance of herself and of the said child as provided in the third deed of even date It was by said deed now in recital witnessed that in pursuance of the said agreement and in consideration of the said provision the said Mary Hester Frances Verner for herself and the said Alice Emily Bagot and the said Alice Emily Bagot so as to bind all her separate estate covenanted with the said Christopher Neville Bagot that she the said Alice Emily Bagot should thenceforth live separate And the said deed contained various stipulations to carry its intention into effect And it was by the said indenture further witnessed that in consideration of the covenants and clauses therein contained and of the provision by the said deed and by the said two deeds of even date therewith therein-before mentioned made for the said Alice Emily Bagot she the said Alice Emily Bagot did thereby release all the real and personal estate of the said Christopher Neville Bagot of which he might then be seized or possessed or might thereafter become seized or possessed of and from all claims of her the said Alice Emily Bagot to dower or thirds or any share under the Statute of Distributions and did declare that the same should go and devolve as if the said Alice Emily Bagot had died before the said Christopher Neville Bagot And by the said deed

the said Christopher Neville Bagot covenanted that the said Alice Emily Bagot might live separate from him and might have separate estate and make a will and otherwise as therein mentioned And he did further covenant with the said Mary Hester Frances Verner her executors and administrators during the separation to pay Alice Emily Bagot for her sole and separate use or to the Earl of Longford and Viscount Holmesdale for her use without power of anticipation the sum of one thousand pounds a year free from all deductions by quarterly payments on every 1st of February 1st of May 1st of August and 1st of November the first payment being stated to have fallen due on the 1st of November then last and to have been paid With power to the said Christopher Neville Bagot to retain any disbursements he might be compelled to make on her account as therein mentioned And said deed contained a proviso for making void the same on a return to cohabitation or a decree of divorce on grounds arising after the said deed And by the said deed various offences since their marriage on the 8th of August 1875 were condoned:

And whereas the said deed was executed by the said Christopher Neville Bagot and Alice Emily Bagot by the name of Alice Bagot and attested:

And whereas by one other indenture also dated the 19th of December 1876 expressed to be made between the said Christopher Neville Bagot of the first part the said Alice Emily Bagot of the second part the said Earl of Longford and Viscount Holmesdale of the third part and William Fry solicitor of the fourth part After reciting the said separation deed And that Christopher Neville Bagot was desirous to secure the said annuity of one thousand pounds a year as therein and his seizin in fee of the lands therein mentioned the said Christopher Neville Bagot granted to the said Lord Longford and Viscount Holmesdale for a term of one hundred years the lands therein mentioned that is to say the lands of Ballyforan in the barony of Athlone and county of Roscommon the lands of Muckinagh Clooncannon and Coolaspiddane Easterfield Ballydock Hollygrove Gurteenrickane Coalpits and Derreen all situate in the barony of Killian and county of Galway to secure the said annuity of one thousand pounds as therein mentioned so long as the same should be payable And in the said deed are contained certain powers to substitute other lands or moneys for those charged as above mentioned and other provisions as therein:

And whereas the said deed was executed by the said Christopher Neville Bagot and Alice Emily Bagot by the name of Alice Bagot and attested:

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And whereas by one other indenture also dated the 19th of December 1876 and expressed to be made between the said Christopher Neville Bagot of the first part the said Alice Emily Bagot of the second part the said Lady Mary Hester Frances Verner of the third part the said Earl of Longford and Viscount Holmesdale of the fourth part After reciting the title of the said Alice Emily Bagot before her marriage to the said sum of ten thousand pounds which was charged on the estates of her brother Sir William Edward Hercules Verner The said deed witnessed that they the said Christopher Neville Bagot and Alice Emily Bagot with the consent of the said Alice Emily Bagot did assign to the said Earl of Longford and Viscount Holmesdale their executors administrators and assigns the said sum of ten thousand pounds to hold the same on the trusts therein mentioned that was to say after payment of any duties and costs then due to invest as therein mentioned and to pay the arrears of interest and income to the said Alice Emily Bagot for her separate use without power of anticipation and after her decease for all her children by the said Christopher Neville Bagot or any future husband who should attain twenty-one years of age equally as tenants in common with the powers therein contained and from her decease in default of any such child or children the said trustees should hold the said moneys upon such trusts as the said Alice Emily Bagot by deed or will should appoint and in default of appointment for the said Christopher Neville Bagot his executors administrators and assigns absolutely :

And whereas the said deed was executed by the said Christopher Neville Bagot and by Alice Emily Bagot by the name of Alice Bagot and attested :

And whereas the said Christopher Neville Bagot died on or about the 23rd day of May 1877 leaving the said Alice Emily Bagot his widow and his said son William Hugh Neville Bagot and the several devisees and legatees named in his said will him surviving save the said Charles Augustus Bagot who died in the lifetime of the said testator Christopher Neville Bagot after the making of the said will as herein-after mentioned :

And whereas on the 28th day of May 1877 the said Alice Emily Bagot entered a caveat in the goods of Christopher Neville Bagot deceased in Her Majesty's then Court of Probate in Ireland :

And whereas the said Bernard William Bagot and Joseph Arthur Holmes were served with a citation dated the 4th day of July 1877 forth of the said court whereby they were required to deposit in the registry of the said court the alleged last will of the said deceased and to show cause if any why said alleged will should not be pronounced null and invalid :

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And whereas the said Bernard William Bagot and Joseph Arthur Holmes having entered an appearance to the said citation filed their declaration in the said court on the 29th day of October 1877 and thereby propounded the said will of the said Christopher Neville Bagot dated the 7th day of September 1876:

And whereas the said Alice Emily Bagot delivered her pleas in the said cause on the 1st day of December 1877 and thereby pleaded (1) that the alleged will was not executed according to the provisions of the statute 1 Vict. cap. 26 (2) That the said Christopher Neville Bagot at the time the said alleged will bears date was not of sound mind memory and understanding (3) That the said Christopher Neville Bagot at the time of the execution of said alleged will did not know and approve of the contents thereof (4) That the execution of the said alleged will was obtained by the undue influence of John Lloyd Bagot Bernard William Bagot and Catherine Meagher or some or one of them or others acting with them or some or one of them (5) That the execution of the said alleged will was obtained by the fraud of John Lloyd Bagot Bernard William Bagot and Catherine Meagher or some or one of them or others acting with them or some or one of them:

40 & 41 Vict. c. 57.

And whereas by the Supreme Court of Judicature Act (Ireland) 1877 the said cause in the Court of Probate was transferred to the Probate and Matrimonial Division of Her Majesty's High Court of Justice in Ireland:

And whereas on or about the 15th day of December 1877 William Hugh Neville-Bagot (who was stated in the said will to have been called by the name of William) by Dame Mary Frances Hester Verner his maternal grandmother and next friend presented his petition to the Right Honourable the Lord Chancellor of Ireland entitled in the matter of said William Hugh Neville-Bagot a minor in which amongst other things after shortly referring to the said proceedings it was prayed that the said infant might be taken into wardship and otherwise as in such cases usual:

And whereas by an order at Chambers made in the said matter dated the 14th day of January 1878 in the Chancery Division of the said Court of Justice It was ordered by the Lord Chancellor that Archibald Tisdall of the city of Dublin solicitor should be appointed guardian of the fortune of the said ward without entering into security the said guardian to apply to the judge of the Probate Division for liberty to attend upon the several proceedings and hearings in said suit for and on behalf of said minor by counsel in order to protect the interests of the said minor but the said guardian was not to file any pleading in said suit or further than as aforesaid intervene therein without the permission of the Lord Chancellor:

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And whereas the said John Lloyd Bagot the first tenant for life under the said will of the 7th day of September in 1876 in pursuance of the directions in that respect therein contained assumed by royal warrant the surname of "Neville-Bagot:"

And whereas the said cause came on for hearing before the Right Honourable the Judge of the said Probate Division and a special jury of the city of Dublin on the 25th day of April 1878 and twenty-one following days when the jury found on the questions submitted to them that the paper writing dated the 7th day of September 1876 was duly executed pursuant to the provisions of the statute—that the said deceased at the time of the executing of said alleged will was of sound mind memory and understanding except as regarded the paternity of his child the said intervenient and (by direction of the judge) that the said deceased at the time of the execution of said alleged will did not know and approve of the contents thereof The jury were discharged from finding on the issues of undue influence and fraud:

And whereas an application of the executors who were the defendants in said action to set aside the said verdict and for a new trial on the grounds of illegal evidence adduced on the part of the plaintiff and of misdirection on the part of the learned judge was afterwards by order dated the 27th day of July 1878 refused by the court:

And whereas the defendants Bernard William Bagot and Joseph Arthur Holmes duly served notice of appeal from the said order And by order of Her Majesty's Court of Appeal in Ireland dated the 5th day of June 1879 it was ordered that the said order of the judge of the Probate and Matrimonial Division dated the 27th day of July 1878 be reversed and the said verdict set aside and that a new trial should be had of the cause:

And whereas upon motion for an order directing the mode of new trial on the 26th June 1879 before the Right Honourable the Judge of the Probate Court it was ordered amongst other things that the defendants the executors should proceed in the Queen's Bench Division of the High Court of Justice to have the issues of fact in said order set forth tried by a special jury of the city of Dublin during the then next Michaelmas sittings and that a writ of summons pursuant to the provisions of the statute should be sued out of the last-mentioned division by the defendants against the plaintiff:

And whereas the said Alice Emily Bagot the plaintiff on the 30th day of October 1879 married Reginald Wynne Roberts:

And whereas the trial of the said issues in which the said Bernard William Bagot and Joseph Arthur Holmes were named plaintiffs

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and the said Alice Emily Bagot (then Roberts) was defendant coming on for hearing in the said Queen's Bench Division of the High Court of Justice on the 27th day of November 1879 It was on the application of counsel for Alice Emily Roberts ordered that the said action should be postponed until the 12th day of January 1880:

And whereas by an order of the said Queen's Bench Division dated the 13th day of January 1880 made on the application of the said Alice Emily Roberts and her said husband who had been joined as co-defendant with her it was ordered that the said trial be further postponed to the next Easter sittings:

And whereas pending the hearing of the said cause an agreement or consent in writing bearing date the 15th day of April 1880 was entered into in the words and figures following:—

"In the High Court of Justice Ireland.

"Probate and Matrimonial Division—Probate.

"Alice Emily Bagot and by suggestion pursuant to order of
" 24th November 1879 Alice Emily Roberts (wife of Reginald
" Wynne Roberts) and said Reginald Wynne Roberts plaintiffs
" Bernard William Bagot and Joseph Arthur Holmes defendants
" And pursuant to order of 30th January 1878 Archibald
" Tisdall on behalf of William Hugh Neville Bagot a minor
" intervenient And in the goods of Christopher Neville Bagot
" deceased It is hereby agreed between Alice Emily Roberts
" Reginald Wynne Roberts Bernard William Bagot and Joseph
" Arthur Holmes parties to this suit And by John Lloyd
" Bagot and his eldest son Thomas Edward Lloyd Bagot that
" the same shall be settled on the following terms:—(1st)
" That the writing dated the 7th day of September 1876 is
" the last will and testament of Christopher Neville Bagot
" duly executed according to the statute (2nd) That the
" defences filed impeaching the validity of said will be with-
" drawn (3rd) That the estates of the said Christopher
" Neville Bagot shall be charged with the sum of twenty-five
" thousand pounds for the minor intervenient William Hugh
" Neville Bagot and that interest at the rate of three per cent.
" from the date hereof shall be payable on same until the said
" minor shall attain the age of twenty-one years and that said
" sum of twenty-five thousand pounds shall not be raised or
" payable until the said minor shall attain the age of twenty-
" one years (4th) That if said minor dies before attaining
" the age of twenty-one years the said sum shall be paid to
" his next of kin at the time when he if living would have
" attained the said age of twenty-one years with interest as

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" aforesaid payable in the meantime (5th) The said sum of " twenty-five thousand pounds is to be in addition to the sum " of ten thousand pounds given to the said minor by the said " will of Christopher Neville Bagot (6th) That the sum of " eight thousand pounds shall be paid out of the assets by the " executors of said will to said Mrs. Alice Emily Bagot now " Mrs. Roberts on an Act of Parliament being obtained giving " effect to the terms of this agreement (7th) That the sum of " eleven thousand pounds shall at the same time be paid out of " the assets to Mr. Henry Leland Keily as and for his costs in " this suit by the said executors and trustees (8th) That the " arrears of the annuity payable to Mrs. Alice Emily Roberts " up to the 1st March 1880 be set off against the costs ordered " to be paid by her to the executors by the Court of Appeal " (9th) That the sum of one thousand pounds (less income-tax) " be paid by the executors to Mrs. Roberts on the 1st September " next as and for the amount due to her for her annuity up to " the 1st March 1881 and the said annuity shall be paid to her " thenceforward every half-year during her lifetime (10th) " That the said Alice Emily Roberts and the said Reginald " Wynne Roberts shall in every way they possibly can assist " the executors and trustees in obtaining the consent of the " Lord Chancellor and also in obtaining an Act of Parliament " to carry out and in every respect give effect to the terms of " this consent (11th) That the legitimacy of the child William " Hugh Neville Bagot shall be admitted by the said parties to " this agreement (12th) That the will bearing date the 7th " day of September 1876 shall immediately on the signing of " this agreement be admitted to probate in common form and " the executors and trustees shall under same proceed to realize " the assets of the said Christopher Neville Bagot and to collect " all arrears of rent due on the estates of the said Christopher " Neville Bagot (13th) That proceedings shall be forthwith " taken to obtain the consent of the Vice-Chancellor and also " an Act of Parliament enabling the terms of this agreement to " be carried out and on said Act being obtained the said will " shall be proved in solemn form and established as the last " will of Christopher Neville Bagot deceased (14th) That on " this agreement being executed by the above-mentioned parties " and their solicitors the administrator appointed over the " personal estate of the said Christopher Neville Bagot and the " receiver over his real estate shall be respectively discharged " and the executors and trustees shall in every respect manage " the real and personal estate with full power and authority as

" the executors and trustees of the admitted will of Christopher " Neville Bagot duly proved (15th) That in case the consent " of the Vice-Chancellor and the Act of Parliament necessary " to carry out and give effect to this agreement shall not be " obtained all parties shall be remitted to their rights as now " existing and shall be at liberty to proceed as if this agree- " ment had never been entered into (16th) That in case any " dispute shall arise between the parties to this agreement as " to the meaning of same or any part thereof or as to the mode " in which the same in all its terms shall be carried into effect " or in the settlement of the Bill to be laid before Parliament " to effect same or as to the terms of any other document that " may be necessary to carry this agreement into effect all said " disputes shall be referred to the decision of James Murphy " Q.C. and Samuel Walker Q.C. and in case they shall differ " they shall have power to call in a third counsel.

" Dated this 15th April 1880.

" Alice Emily Roberts, Reginald Wynne Roberts, Keily and Lloyd, " Bernard William Bagot, Joseph Arthur Holmes, William " Fry & Son, John L. Neville Bagot, Thomas E. L. Bagot."

And whereas upon the application of all the said parties the said suit was withdrawn from the list of trials in the said Queen's Bench Division:

And whereas a further agreement or consent in writing bearing date the 15th day of May 1880 was entered into in the words and figures following:—

" In the High Court of Justice Ireland.
" Probate and Matrimonial Division (Probate).

" Alice Emily Bagot and by suggestion pursuant to order of 24th " November 1879 Alice Emily Roberts wife of Reginald Wynne " Roberts and said Reginald Wynne Roberts plaintiffs Bernard " William Bagot and Joseph Arthur Holmes defendants And " pursuant to order of 30th January 1878 Archibald Tisdall on " behalf of William Hugh Neville Bagot a minor intervenient " And in the goods of Christopher Neville Bagot deceased It " is hereby agreed between Alice Emily Roberts Reginald " Wynne Roberts Bernard William Bagot and Joseph Arthur " Holmes parties to this suit And by John Lloyd Bagot and " his eldest son Thomas Edward Lloyd Bagot that the sum of " eight thousand pounds mentioned in the sixth paragraph of " the agreement of compromise made between the same persons " as are parties hereto and in the same order dated the 15th " April 1880 and thereby agreed to be paid to the said Alice

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" Emily Roberts by the executors of the will of Christopher " Neville Bagot shall be and is increased by the sum of three " thousand pounds and said agreement shall be read as if the " sum of eleven thousand pounds instead of eight thousand " pounds were inserted in said paragraph and said sum of " eleven thousand pounds shall be paid to her out of the first " monies that shall come to the hands of the said executors and " this agreement shall be taken as part of the said agreement " of compromise.

" Dated this 15th day of May 1880.

" Alice Emily Roberts Reginald Wynne Roberts Bernard William " Bagot Joseph Arthur Holmes John Lloyd Neville Bagot " Thomas Edward Lloyd Bagot."

And whereas by an order of the Lord Chancellor bearing date the 10th day of October 1879 the further consideration of the said matter of William Hugh Neville Bagot a minor was transferred to the Right Honourable the Vice-Chancellor:

And whereas an order of the Vice-Chancellor was made in the said matter and dated the 15th day of June 1880 in the words and figures following:—

" High Court of Justice in Ireland.
" Chancery Division.
" Vice-Chancellor at Chambers.
" Tuesday the 15th day of June 1880.
" In the matter of William Hugh Neville Bagot,
A Minor.

" Upon the application of Archibald Tisdall the guardian of the " fortune of the minor and upon hearing counsel for the " applicant and on reading the summons dated the 25th day of " May 1880 the affidavit of George Twibill filed the 25th day " of May 1880 and the two several agreements dated respec- " tively 15th April 1880 and 15th day of May 1880 for the " compromise of the suit of Bagot v. Bagot pending in the " Probate and Matrimonial Division of the High Court of " Justice in Ireland entered into between Alice Emily Roberts " Reginald Wynne Roberts Bernard William Bagot and Joseph " Arthur Holmes parties to this suit and by John Lloyd Bagot " and his eldest son Thomas Edward Lloyd Bagot It is " ordered that the said agreements dated respectively the " 15th of April 1880 and 15th day of May 1880 which are set " forth in the schedule hereto be approved of and adopted on " behalf of the minor provided the arrears of the annuity for " the minor be paid by the trustees of the will of Christopher

" Neville Bagot the father of said minor at the rate of two " hundred pounds per annum from the date of the death of the " said Christopher Neville Bagot to the guardian of the fortune " of said minor and provided the costs properly and neces- " sarily incurred and to be incurred on the part of the minor " in carrying out the said compromise (including the costs of " this application) and in reference to the necessary Act of " Parliament be paid by the said Bernard William Bagot and " Joseph Arthur Holmes the defendants in the said suit And " it is further ordered that the guardian of the fortune of " the minor do on the part of said minor watch the pro- " gress through Parliament of the Bill to carry out the said " compromise.

" A. T. Chatterton,
" Chief Clerk."

And whereas in pursuance of the said agreement of compromise the said will of the said Christopher Neville Bagot made on the 7th day of September 1876 was proved in common form and probate thereof granted to the said Bernard William Bagot and Joseph Arthur Holmes forth of the Probate and Matrimonial Division of the High Court of Justice in Ireland on the 12th day of August 1880:

And whereas the sons of the said John Lloyd Neville Bagot all of whom were born in the lifetime of the testator Christopher Neville Bagot are the following Thomas Edward Lloyd Neville Bagot the eldest son Edward Henry Kirwan Bagot John Christopher Bagot and Charles Henry Bagot:

And whereas on the 26th day of June 1876 the said Thomas Edward Lloyd Neville Bagot married and since the death of the said testator a son has been born to the said Thomas Edward Lloyd Bagot (now called Thomas Edward Lloyd Neville Bagot) who on the 23rd day of April 1880 was baptized by the name of Milo Victor Neville Bagot and who under the limitations of the said will of the 7th day of September 1876 is the first tenant in tail of the estates thereby devised in remainder after the successive estates for life therein of the said John Lloyd Neville Bagot and Thomas Edward Lloyd Neville Bagot:

And whereas the said Bernard William Bagot has no issue male:

And whereas the said Charles Augustus Bagot in the said will named died in the lifetime of the said testator after the said will was made and left him surviving three sons namely George Hindes Bagot who attained the age of twenty-one years on the 19th day of December 1880 and Bernard William Neville Bagot the younger and William Bagot who are infants under that age:

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And whereas it would be for the benefit of all parties interested in or claiming to be interested in the subject matters of the hereinbefore recited agreements of compromise of the 15th day of April 1880 and 15th day of May 1880 including the said minors William Hugh Neville Bagot and Milo Victor Neville Bagot that such effect as is by this Act given to the said respective agreements of compromise should be given thereto:

And whereas during the litigation aforesaid it was found impossible to enforce the payment in full of the rents of the said estates and the arrears of rents thereof amounting to about ten thousand two hundred and seventy pounds are to a great extent irrecoverable:

And whereas also by reason of the costs incurred by the said trustees in the litigation aforesaid and in consequence of the terms of the said compromise the annual income of the estate of the said testator Christopher Neville Bagot available for the creation of the accumulating fund by the said will of the testator directed to be accumulated will be much less than the said testator intended should be accumulated when by his said will he directed twenty thousand pounds to be expended upon the buildings and works referred to in his said will and also at the expiration of the term of twenty years mentioned in the said will the estates to be put in settlement pursuant to the trusts in that behalf in the said will contained will not much if at all exceed in value one third of what was contemplated by the said testator and will be subject to incumbrances beyond what are provided for by the said will and it is therefore expedient that no greater sum than five thousand pounds should be raised out of the accumulating fund to be applied by the said trustees in buildings:

And whereas it has been ascertained by the certificate of an eminent and able architect that buildings and works in accordance with the plans referred to in the said will could not be erected and done at a cost less than seventy thousand pounds and it is expedient that the said plans be abandoned and that the said trustees should be authorised to procure plans for improving and making additions to the said mansion house and building gate lodges at a cost not exceeding five thousand pounds and that the said trustees shall not be at liberty to expend any greater sum for that purpose and that the works in the said will directed in reference to the market house and church at Ballygar should not be executed:

And whereas it is expedient that the time limited by the said will for the completion of the works thereby directed should not be the limit of the time within which the works hereby authorised to be executed in their stead should be completed:

And whereas it is expedient that the non-completion of the works directed by the said will within the time thereby limited should not work any forfeiture:

And whereas it is expedient that during the residue of the said term of twenty years the said trustees should have such powers of managing the said estates as they are hereby authorised to exercise:

And whereas it is also expedient that provision should be made for the payment of the costs and expenses incurred by the said trustees in and about obtaining this Act and in and about the arrangement of the terms of the said compromise and the making and perfecting the said agreements and carrying out the same and in and about the said action and appeal and the proceedings to be had in pursuance of the provisions of this Act:

And whereas in pursuance of directions in that behalf the chief clerk of the Right Honourable the Vice-Chancellor made his certificate dated the 25th day of March 1881 in the said minor matter of William Hugh Neville Bagot a minor and thereby certified as follows:—

"In pursuance of the directions given to me by the Right
"Honourable the Vice-Chancellor I hereby certify as follows:
"The minor William Hugh Neville Bagot and John Lloyd
"Bagot Bernard William Bagot and Joseph Arthur
"Holmes Letitia Bagot and Catherine Meagher attended
"by their respective solicitors:
"Reginald W Roberts and Alice Emily his wife did not
"attend although duly summoned:
"The draft of a Bill to be submitted to Parliament for giving
"effect to a compromise of a suit concerning the last will
"and testament of the late Christopher Neville Bagot
"deceased and for modifying certain of the trusts of his
"said will affecting his estates in the counties of Galway
"and Roscommon in Ireland has been settled and approved
"by the Right Honourable the Vice-Chancellor and is
"identified by my signature in the margin of the several
"pages thereof:
"The several instruments facts and events recited in the
"preamble of the said draft Bill have been proved.

"Signed A. T. Chatterton,
"Chief Clerk."

And whereas the said chief clerk's certificate was duly approved by the said Right Honourable the Vice Chancellor:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

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Wherefore Your Majesty's most dutiful and loyal subjects Bernard William Bagot and Joseph Arthur Holmes most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:

Short title.

**1.** This Act may for all purposes be cited as the Bagot Estate Act 1881.

Will of 7th September 1876 to be proved.

**2.** The executors named in the said writing dated the 7th day of September 1876 are hereby required to apply to the proper court to have the same admitted to probate in solemn form.

Estates to be charged with 25,000*l.* and interest for minor.

**3.** The said real estates of the said Christopher Neville Bagot shall be charged with the sum of twenty-five thousand pounds for the benefit of the said minor William Hugh Neville Bagot and with interest at the rate of three pounds per cent. per annum on the said sum of twenty-five thousand pounds to be computed from the 15th day of April 1880 and such interest shall be paid (except in the event mentioned in the next following section) to the guardian of the fortune for the time being of the minor or in such other manner as may be directed by any order in the said minor matter by equal half yearly payments on the 22nd day of October and 22nd day of April in each year to the day on which the said minor William Hugh Neville Bagot shall attain the age of twenty-one years Provided always that the said sum of twenty-five thousand pounds shall not be raised or payable until the 22nd day of October 1897 the date when the said minor William Hugh Neville Bagot will if living attain the age of twenty-one years.

In case of death of minor said 25,000*l.* to be paid to next of kin.

**4.** If the said minor William Hugh Neville Bagot dies before attaining the age of twenty-one years the said sum of twenty-five thousand pounds shall belong to his next of kin at the time of his death to be paid on the said 22nd day of October 1897 with interest thereon as aforesaid payable in the meantime half-yearly on the 22nd day of October and the 22nd day of April in each year to the said next of kin of the said minor the said interest in the event of the said minor dying between two half-yearly days of payment being duly apportioned between the said guardian and the said next of kin.

Said 25,000*l.* to be in addition to 10,000*l.* given by will.

**5.** The said sum of twenty-five thousand pounds shall be in addition to the sum of ten thousand pounds given to the said William Hugh Neville Bagot by the said will of Christopher Neville Bagot.

11,000*l.* to be paid to Mrs. Roberts and 11,000*l.* to Mr. H. L. Keily.

**6.** The sum of eleven thousand pounds shall be paid out of the assets of the said Christopher Neville Bagot by the executors of the said will to the said Alice Emily Roberts out of the first moneys which shall come to the hands of the said executors and a sum of eleven thousand pounds shall at the same time be paid out of the said assets to Mr. Henry Leland Keily the said plaintiff's solicitor as and for his costs in the said suit.

Recited agreements of compromise confirmed subject to Act.

**7.** The said herein-before recited agreements of compromise dated respectively the 15th April 1880 and 15th day of May 1880 so far as the same are not inconsistent with the provisions of this Act are by this Act confirmed and made binding on all parties interested and full effect shall be given thereto accordingly notwithstanding that parts of the said agreements are not specifically enacted in this Act.

Annual sum to be paid to minor and dates of payment.

**8.** The annual sum to be raised under the will of the said Christopher Neville Bagot for the maintenance clothing and education of the said minor William Hugh Neville Bagot until he shall attain the age of fourteen years shall be the sum of two hundred pounds to be calculated and paid at such rate from the date of the death of the said Christopher Neville Bagot without any deduction whatsoever and said sum shall be payable half-yearly by equal payments upon every 23rd day of November and 23rd day of May and a proportionate part of the half-yearly gale shall be paid for the period which shall elapse from either of the gale days to the day of the said minor attaining his age of fourteen years the said annual sum to be paid to the guardian of the fortune for the time being of the minor or otherwise as the judge of the Chancery Division of the High Court of Justice in Ireland to whom the said minor matter shall for the time being be attached shall direct.

Costs of minor to be paid by trustees and executors.

**9.** All costs properly incurred on behalf of the said minor in carrying out the said agreements of compromise including therein all costs so incurred in the said minor matter in obtaining the sanction of the Right Honourable the Vice-Chancellor of Ireland to the adoption of the said agreement and in the amendment and settlement of the draft of this Act as submitted for the approval of the guardian of the said minor and also all costs so incurred in watching the progress through Parliament of this present Act shall be paid to the guardian of the fortune of the said minor by the said trustees and executors said costs to be taxed as between solicitor and client.

No forfeiture to take place if works not completed

**10.** The forfeiture directed by the said will shall not nor shall any forfeiture of any estate limited by the said will take place in case the works or any of the works directed by the said will shall

within time limited by will.

not be carried out or as nearly as might be completed within five years after the death of the said Christopher Neville Bagot.

Extension of time for completion of works.

**11.** The time by the said will limited for the carrying out and completion of the works thereby directed to be executed is hereby extended to five years after the passing of this Act.

Amount directed to be expended on works to be reduced.

**12.** Instead of the sum of twenty thousand pounds by the said will directed to be expended in the completion of the works therein mentioned a sum of five thousand pounds and no more shall be expended by the trustees of the said will upon the works by this Act authorised to be executed in lieu of the works specified in the said will.

Certain direction in will not to be carried out.

**13.** The direction in the said will respecting the building of a tower to the church and additions to the Market House at Ballygar respectively therein mentioned shall not be carried out.

Plans referred to in will to be modified.

**14.** Instead of the other works directed by the said will the said trustees shall cause to be made such additions to and improvements in the said present mansion house at Aughrane and such entrance gates and gate houses at the said demesne of Aughrane as in their discretion will be most suitable to be made and erected at an outlay not exceeding five thousand pounds and it shall be lawful for the said trustees to procure from competent architects or a competent architect plans for the works hereby authorised.

Provision for payment of all costs and expenses.

**15.** Out of the assets of the said testator the costs and expenses of the said trustees and executors incurred in preparing applying for and obtaining this Act shall be paid and discharged and also their costs and expenses incurred in and about the said suit and the proving of the said will and the said agreements of compromise including in said costs all costs to be payable by the said executors and trustees under this Act and all costs properly incurred on behalf of the said Reginald Wynne Roberts and Alice Emily Roberts in carrying out the said agreement of compromise including the costs which may be incurred in watching the progress through Parliament of the bill for this Act and the same shall be paid by the trustees and executors and in case the personal estate of the said testator shall not be sufficient for payment thereof in addition to all other costs and expenses incurred by them or either of them as such trustees and executors then that the deficiency shall be paid and discharged out of the rents and profits of the said testator's real estate and the said trustees and executors are hereby authorised and empowered at any one time or from time to time in their discretion by mortgage of the fee and inheritance of all or any part or parts of the said testator's real estates other than the mansion house and demesne lands of Aughrane to raise and take up at

interest such sum or sums of money as shall be sufficient for discharging such deficiency and all the costs and expenses of and incident to the raising of such moneys and the person or persons who may advance such sum or sums of money shall not be in anywise bound to inquire into the necessity or propriety of the raising of such sum or sums of money or see to the application thereof or be liable for the non-application or misapplication thereof or of any part thereof and the receipt or receipts in writing of the said trustees or other the trustees or trustee of the said will shall be valid and sufficient discharges to the person or persons advancing the same for the amount or respective amounts mentioned in such receipt or receipts and it shall be lawful for the said trustees and they are hereby authorised with the approbation of the said John Lloyd Neville Bagot testified by writing under his hand to pay to Messrs. William Fry and Son such sum of money as they may agree with the said trustees to accept in lieu and full discharge of all costs claimed or to be claimed in respect of the business transacted by them as attorneys and solicitors for the said Bernard William Bagot and Joseph Arthur Holmes as such trustees and executors as aforesaid up to the 15th day of April 1880.

Powers of management.

**16.** Until the expiration of 20 years to be computed from the day of the death of the said Christopher Neville Bagot the said trustees and the survivor of them and other the trustees or trustee for the time being of the said will of the said Christopher Neville Bagot shall have full power and authority to manage or superintend the management of all the said lands and hereditaments other than the said mansion house and demesne lands of Aughrane and may cut timber (but only for thinning purposes) or underwood from time to time in the usual course for sale or repairs or otherwise and may erect pull down and repair houses and other buildings and erections drain or otherwise improve all or any of the said premises other than the said house and lands of Aughrane insure houses buildings or other property against loss or damage by fire make allowances to and arrangements with tenants and others accept surrenders of leases and tenancies and generally deal with the said premises with the discretion of absolute owners without being responsible for any loss or damage occasioned thereby and shall out of the rents and profits of the said premises including the produce of the sale of timber and underwood pay the expenses incurred in such management or in the exercise of any of the powers aforesaid or otherwise in respect of the said premises and all outgoings which they shall think fit to pay.

General saving.

**17.** Saving always to the Queen's most Excellent Majesty her heirs and successors and to all persons and bodies politic and

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corporate whatsoever and to their respective heirs successors executors and administrators (other than the persons who by this Act are expressly excepted out of this general saving) all estates rights titles interests claims and demands whatsoever both at law and in equity and which they respectively now have or would have if this Act were not passed.

Exceptions from general saving.

**18.** Provided that the following persons are excepted out of this general saving in this Act contained and accordingly are the only persons bound by this Act that is to say :—

1. The said Alice Emily Roberts and Reginald Wynne Roberts her husband :
2. The said William Hugh Neville Bagot and his heirs :
3. The said Bernard William Bagot and Joseph Arthur Holmes and their respective heirs executors administrators and assigns :
4. The said John Lloyd Neville Bagot and his heirs :
5. The said Thomas Edward Lloyd Neville Bagot and his heirs :
6. The said Milo Victor Neville Bagot and the heirs male of his body and his heirs general :
7. The unborn sons of the said Thomas Edward Lloyd Neville Bagot and the heirs male of their respective bodies :
8. The said Edward Henry Kirwan Bagot and his heirs and his unborn sons and the heirs male of their respective bodies :
9. The said John Christopher Bagot the younger and his heirs and his unborn sons and the heirs male of their respective bodies :
10. The said Charles Henry Bagot and his heirs and his unborn sons and the heirs male of their respective bodies :
11. The unborn sons of the said John Lloyd Neville Bagot and the heirs male of their respective bodies :
12. The unborn sons of the said Bernard William Bagot and the heirs male of their respective bodies :
13. The said George Hindes Bagot and his heirs and his unborn sons and the heirs male of their respective bodies :
14. The said Bernard William Neville-Bagot the younger and his heirs and his unborn sons and the heirs male of their respective bodies :
15. The said William Bagot and his heirs and his unborn sons and the heirs male of their respective bodies :
16. The daughters of the said John Lloyd Neville Bagot and the heirs of their respective bodies :
17. The daughters of the said Bernard William Bagot and the heirs of their respective bodies.

Act to be printed by Queen's Printers and admitted as evidence.

**19.** This Act shall not be a Public Act but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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.

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# The SCHEDULE referred to in the foregoing Act.

## First Part.

The vicarage of Kilronan with the house offices and land thereunto annexed containing in the whole 6 acres 3 roods and 34 perches statute measure equal to 4 acres 1 rood and 8 perches Irish plantation measure in the barony of Killian and county of Galway out of which rent of ten pounds is payable The market tower in the Market Square of Ballygar together with the site of a shed behind the same containing $2\frac{1}{2}$ perches statute measure also the building sites in School Street East in Ballygar aforesaid containing $33\frac{1}{2}$ perches like measure also the dispensary rooms or house in the said Market Square of Ballygar containing 3 perches like measure also the tenement in Schoolhouse Lane containing 4 perches like measure also the house yard and office called the Pump House in the Diamond Ballygar containing 14 perches like measure also the Protestant schools and garden in front thereof containing 8 perches like measure also the tenement occupied by William Walker containing 5 perches like measure all situate in the town of Ballygar barony of Killian and county of Galway out of which the rent of one shilling is payable.

## Second Part.

The mansion house castle and demesne lands of Castlekelly being portions of the lands of Aghrane Cloonruff West Tullyroe Ballygar and Kilmore containing together 1,511 acres 3 roods and 16 perches statute measure or thereabouts other part of Kilmore containing 1,296 acres 1 rood and 10 perches statute measure or thereabouts the lands of Monasternalea otherwise Abbeygray with its sub-denomination called Cappagh containing together 661 acres 1 rood and 11 perches statute measure or thereabouts Knockaunarainy containing 158 acres and 1 rood statute measure or thereabouts Carraghbaghla containing 178 acres 1 rood and 26 perches statute measure or thereabouts Slievemurray otherwise called Mountmary containing 1,162 acres 1 rood and 7 perches statute measure or thereabouts Cloonlyon containing 1,078 acres 3 roods and 18 perches statute measure or thereabouts Cartron containing 277 acres 2 roods and 10 perches statute measure or thereabouts part of Tully containing 347 acres 3 roods and 17 perches statute measure or thereabouts part of Lisheenteige containing 198 acres 3 roods and 24 perches statute measure or thereabouts other part of Tullyroe containing 198 acres 1 rood and 22 perches statute measure or thereabouts part of Cloonruff East containing 10 acres and 19 perches statute measure or thereabouts Killeroran containing 832 acres and 21 perches statute measure or thereabouts part of Drinaun containing 287 acres 2 roods and 11 perches statute measure or thereabouts other part of Drinaun containing 585 acres 3 roods and 20 perches statute measure or thereabouts other part of the town and lands of Ballygar containing 290 acres 3 roods and 18 perches statute measure or thereabouts other part of Aghrane or Castlekelly containing 32 acres 3 roods and 35 perches statute measure or thereabouts Hermitage containing 20 acres 2 roods and 18 perches statute measure or

thereabouts other part of Tullyroe containing 49 acres 3 roods and 9 perches statute measure or thereabouts other part of the lands of Hermitage containing 267 acres and 15 perches statute measure or thereabouts other part of Kilmore containing 3 acres statute measure or thereabouts Muckanagh north and south containing together 970 acres 2 roods and 34 perches statute measure or thereabouts and the lands of Attifarry containing 92 acres 3 roods and 22 perches statute measure or thereabouts all in the barony of Killian and county of Galway.

THIRD PART.

Part of the lands of Mallyree and part of Coalpits containing 134 acres 1 rood and 32 perches statute measure or thereabouts both situate in the said barony of Killian and county of Galway.

FOURTH PART.

The town and lands of Rookwood otherwise Ballygadd and the demesne thereof and the town and lands of Curreooghly Coolespedane Clooncannon and Cornesack with all and every the sub-denominations appendances and appurtenances thereunto belonging or in anywise appertaining or accepted reputed or taken to be part parcel or member thereof all situate lying and being in the county of Galway.

FIFTH PART.

The lands of Derreen situate in the barony of Killian and county of Galway containing 559 acres 2 roods and 10 perches statute measure or thereabouts with the appurtenances.

SIXTH PART.

That part of the town and lands of Ballyforan situate in the barony of Athlone and county of Roscommon containing 153 acres 2 roods and 11 perches statute measure or thereabouts.

SEVENTH PART.

That part of the said lands of Ballyforan situate in the said barony of Athlone and county of Roscommon containing 85 acres 3 roods and 8 perches statute measure or thereabouts.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1881.