CHAPTER 4.

An Act for amending the Powers of Leasing contained in the Will of the Right Honourable Granville Leveson, Earl of Carysfort, deceased; and for other purposes. A.D. 1877.

[2d August 1877.]

WHEREAS the Right Honourable Granville Leveson, third Earl of Carysfort in the Peerage of Ireland, and Baron Carysfort in the Peerage of the United Kingdom (herein-after called "the testator"), being entitled in fee simple to, amongst others, the lands specified in the First Schedule to this Act (herein-after called "the Dublin estates"), by his last will and testament (herein-after called "the will"), duly executed, dated the twenty-first day of December one thousand eight hundred and fifty-eight, devised and bequeathed all his manors, messuages, or tenements, farms, lands, hereditaments, and premises situate in England and Ireland (except the lands of Ballyseeda, in the liberties of the city of Limerick), of whatsoever tenure, of or to which he was then or at his death should be seised, possessed of, or entitled for any devisable estate or interest, or which he should have power to dispose of by his will, as to estates of freehold tenure to Sir Ralph Howard (since deceased) and William Wells, their heirs and assigns, to the uses therein-after declared, and as to his estates which were held for terms of years to the said Sir Ralph Howard and William Wells, to the intent that the said leasehold premises might go along with, and be held and enjoyed together with, the freehold estates thereby devised, so far as the rules of law and equity would permit; and the testator thereby declared and directed that his said trustees should stand seised and possessed as aforesaid of all his said estates to the use of the testator's son Granville Leveson, then Lord Proby, for his life, without impeachment of waste, with remainder to the use of the first, second, third, and every other son of the testator's said son Granville Leveson, Lord Proby, severally, successively, and in remainder according to their respective seniority in tail male, with remainder to the use of the testator's second son

Will of the late Earl of Carysfort, 21st December 1858.

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the Honourable William Proby, now Earl of Carysfort in the Peerage of Ireland, for his life, without impeachment of waste, with remainder to the use of his first, second, third, and every other son severally and successively in remainder according to their respective seniority in tail male, with remainder to the use of the testator's daughter Lady Frances Proby for her life, without impeachment of waste, with remainder to the use of her first, second, third, and every other son severally, successively, and in remainder according to their respective seniority in tail male, with remainder to the use of the testator's daughter Lady Elizabeth Emma Hamilton for her life, without impeachment of waste, with remainder to the use of her first, second, third, and every other son severally, successively, and in remainder according to their respective seniority in tail male, with remainder to the use of the testator's daughter Lady Isabella Proby, for her life, without impeachment of waste, with remainder to the use of her first, second, third, and every other son severally, successively, and in remainder according to their respective seniority in tail male, with remainder to the use of the testator's daughter Lady Theodosia Gertrude Proby (therein called Lady Theodosia Proby) for her life, without impeachment of waste, with remainder to the use of her first, second, third, and every other son severally, successively, and in remainder according to their respective seniority in tail male, with remainder to the use of the eldest son of the testator's nephew Grenville Granville Wells and his heirs for ever; and in the will are contained powers of leasing in the words following:—

"Provided also, and my mind and will is, that it shall be lawful "for my said son Granville Leveson Proby, and every person "hereby made tenant for life of the lands and hereditaments "hereby devised and bequeathed, to lease all and every or any "of the said lands and hereditaments hereby devised and bequeathed "for any term or number of years in possession and not in "reversion or by way of future interest, so as upon every such "lease there be reserved and made payable the best and most "improved rents that can be reasonably had without a fine. And "whereas it may be advisable to accept surrenders of some of the "leases of the holdings on my estates in the county and city of "Dublin, and to grant new leases instead thereof, or to grant rever-"sionary leases thereof: Now I do hereby authorize the person "in the actual possession of the receipt of the rents of the said "estates under provisions of this my will to accept surrenders "of such leases, and to grant new leases in lieu thereof, or to "grant reversionary leases thereof, for such term or terms and "at such rent or rents as they may think advisable: Provided

" always, that it shall not be lawful to take any fine or premium " for the granting of such leases," but such powers are the only leasing powers contained in the will; and the testator thereby empowered each of his said sons to charge all or any of his estates therein-before devised with a jointure or portions in favour of the wife and children of such son, and to create terms of years for securing the same as therein mentioned; and the testator thereby directed his trustees to pay to each of his said daughters, Lady Frances Proby, Lady Isabella Proby, and Lady Theodosia Gertrude Proby, for their respective lives, a yearly rentcharge or sum of five hundred pounds, which he thereby charged on all the therein-before devised hereditaments, and desired that upon the death of any one or more of his said three daughters the annuity of five hundred pounds so devised to her, and also such proportion of any other of the said yearly sum of five hundred pounds as any of his said three daughters should become entitled to by the effect of the provision now in recital, should go and belong to the survivors and survivor of them:

And whereas the testator duly made several codicils to the will, by one of which he revoked the gift made by the will of the said yearly sum of five hundred pounds to his daughter Lady Theodosia Gertrude, and increased the said yearly sums of five hundred pounds given to each of his said daughters Frances and Isabella to seven hundred pounds, but did not thereby otherwise alter or revoke the will so far as the same is herein-before recited:

And whereas Lady Frances Proby died in the month of May one thousand eight hundred and sixty-three without having married:

And whereas Lady Isabella Proby died in the month of January one thousand eight hundred and sixty-six without having married:

And whereas the testator died on the third day of November one thousand eight hundred and sixty-eight without having altered or revoked the will or the several codicils thereto (which codicils are hereafter called " the codicils ") so far as the same respectively are herein-before recited, and the will, with the codicils, was proved by the said William Proby, one of the executors thereof, on the twenty-seventh day of November one thousand eight hundred and sixty-eight in the Principal Registry of the Court of Probate in Ireland:

And whereas the testator left two sons and two daughters him surviving, namely, the said Granville Leveson Lord Proby, who upon the decease of the testator succeeded to the Carysfort title as

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fourth Earl, and to the said estates as the tenant for life thereof under the will and codicils, and the said William Proby (now Earl of Carysfort), the said Lady Elizabeth Emma Hamilton, and Lady Theodosia Gertrude Baillie:

1868, Nov. 18th. Deed by 4th Earl, charging the Dublin estates with jointure of 2,000*l.* per annum in favour of the Dowager Countess of Carysfort.

And whereas by a deed dated the eighteenth day of November one thousand eight hundred and sixty-eight, and made between the said Granville Leveson, fourth Earl of Carysfort, of the first part, the Right Honourable Augusta Maria Countess of Carysfort, his wife, of the second part, and William Stewart Forster (therein called William Forster) and Hugh Beresford Stanley, of the third part, the said Granville Leveson, fourth Earl of Carysfort, in exercise of the power in that behalf contained in the will and codicils, charged (amongst other hereditaments devised by the will) the Dublin estates with the payment to his wife the said Augusta Maria Countess of Carysfort of a jointure of two thousand pounds per annum during her life, if she should survive her said husband, with powers of entry and distress for securing the same, and thereby appointed the hereditaments so charged with the said jointure to the use of the said William Stewart Forster and Hugh Beresford Stanley, their executors, administrators, and assigns, for the term of two hundred years upon certain trusts for more effectually ecuring the said jointure:

And whereas the said Granville Leveson, fourth Earl of Carysfort, died on the eighteenth day of May one thousand eight hundred and seventy-two without having had any issue, leaving the said Augusta Maria Countess of Carysfort, now Dowager Countess of Carysfort, him surviving, and thereupon the said William Proby succeeded to the Carysfort title as fifth Earl, and to the said estates as tenant for life thereof under the will and codicils:

And whereas the said William Earl of Carysfort attained the age of twenty-one years in the year one thousand eight hundred and fifty-seven, and on the eleventh day of April one thousand eight hundred and sixty intermarried with Charlotte Mary Heathcote, now the Right Honourable Charlotte Mary Countess of Carysfort, but he has not exercised the power of jointuring and charging portions contained in the will so as to affect the Dublin estates:

And whereas the said William Earl of Carysfort has not yet had any issue:

And whereas the said Lady Elizabeth Emma Hamilton is the wife of the Honourable Claud Hamilton, commonly called Lord Claud Hamilton, with whom she intermarried in the year one thousand eight hundred and forty-four, and has had issue by him

one son only, Douglas James Hamilton, who was born on the twenty-third of September one thousand eight hundred and fifty-six:

And whereas the said Lady Theodosia Gertrude Proby intermarried on the tenth day of September one thousand eight hundred and fifty-nine with, and is now the wife of, William Montagu Baillie, by whom she has had issue one son only, Granville Hugh Baillie, now aged about three years:

And whereas Grenville Hylton Wells is the eldest son of the testator's nephew Grenville Granville Wells, and was born on the sixth day of June one thousand eight hundred and fifty-five:

And whereas Mary Anne Hammond and Louisa Henry, the annuitants named in the will, are still living:

And whereas the said William Wells is the sole trustee of the will and codicils of the testator:

And whereas the Dublin estates consist mainly of land suitable for building purposes, and are situate in part in the city of Dublin, in part near the village of Stillorgan, and in part near the village of Dalkey, both in the county of Dublin, and are principally let in large plots to tenants for long terms of years (the leases creating which terms are herein called "original leases"), and these tenants have in many cases underleased or sublet their lands in small holdings for terms of years nearly equal in duration to their own, and a large number both of the tenants and sub-tenants have built and are desirous of further building upon their respective holdings:

And whereas in most cases the long terms of years granted by the original leases of the Dublin estates, as herein-before is mentioned, will expire about the year one thousand nine hundred and three, and the unexpired residues thereof are not sufficient to induce the lessees to build a good class of houses upon the estates, or to expend money on permanent improvements on those which have been some years built:

And whereas leases for reversionary terms were granted by the said Granville Leveson, fourth Earl of Carysfort, of parts of the Dublin estates, and the reversionary leases so granted by the said Granville Leveson, fourth Earl, are specified in the first part of the Second Schedule to this Act, and one such reversionary lease has been granted by the present Earl, which lease is specified in the second part of the same schedule:

And whereas the particulars of the several annuities granted by the sub-lessees in respect of such several reversionary leases are specified in the Third Schedule to this Act, the annuities granted to the fourth Earl being specified in the first part of the same

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schedule, and the annuity granted to the present Earl being specified in the second part of the same schedule:

And whereas the several reversionary leases which were granted by the said Granville Leveson, fourth Earl of Carysfort, and the reversionary lease granted by the present Earl, were granted in pursuance of the course which had been adopted by the testator in his lifetime of granting such reversionary leases, and on the assumption that such reversionary leases were authorised by the will and codicils, and that the validity thereof was not affected by the acceptance of such annuities as aforesaid as part of the consideration for the same:

And whereas by reason of the sub-leases granted by the original lessees of the Dublin estates, as herein-before is mentioned, the power contained in the will of granting new leases of those estates for long terms of years in possession in consideration of the surrender of existing leases could not be exercised as to the greater portion of the said estates with advantage to those entitled under the will of the testator and to the occupying tenants of the said estates:

And whereas doubts have been raised whether reversionary leases in consideration partly of annuities can properly be granted under the powers of leasing contained in the will:

And whereas it would promote the building of a good class of houses upon the lands comprised in the leases and sub-leases of the Dublin estates, and it would tend to the improvement of those estates and be for the benefit of the several parties beneficially interested therein under the will and codicils, if the powers in the will contained of leasing the Dublin estates were enlarged and extended so as to authorise the granting of reversionary leases of those estates in the manner herein-after provided; and it is desirable that the reversionary leases which have since the decease of the testator been granted by the said Granville Leveson, fourth Earl of Carysfort, and by the present Earl respectively, of parts of the Dublin estates, as herein-before is mentioned, should be confirmed:

And whereas the objects aforesaid cannot be accomplished without the aid and authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subject, William Earl of Carysfort, doth 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 Earl of Carysfort's Estate Act, 1877."

Power of leasing.

2. The person or persons for the time being authorised by the will and codicils to exercise the powers in the will contained of granting leases of the Dublin estates (who are hereafter called "the lessor") may exercise those powers not only in the manner expressly authorised by the will, but also in the manner following; that is to say,

Where there shall be any original lease or sub-lease of the lands proposed to be demised subsisting at the time of granting the proposed new lease, and it shall be difficult or impracticable to procure a surrender of such subsisting lease or leases, then, and in every such case, a new lease by way of renewal of the existing original lease may be granted of such lands to the person for the time being entitled to the leasehold interest, either under the original lease or any sub-lease, for any term not exceeding the term of two hundred years, to commence and be computed from the determination of the term granted by the original lease (for the time being subsisting) of the same premises, and at such annual rent to be payable during the reversionary term as shall, subject to the provisions in this Act contained, be agreed upon between the lessor and lessee:

Such reversionary lease may be granted in consideration of the rent and covenants to be therein reserved and contained, and also in consideration of the grant by the lessee to the trustees or trustee for the time being of the will, their or his executors, administrators, and assigns, of an annuity or yearly sum to be payable in the meantime, and until such reversionary term shall take effect in possession or during the continuance of the term granted by the sub-lease. The annual rent reserved by any such reversionary lease shall be uniform in amount and not in the nature of a progressive rent; and such interim annuity or yearly sum shall not be greater in amount than the amount of the annual rent payable under the reversionary lease; and such annuity shall be secured upon and made payable out of the leasehold interest of the person by whom the same shall be granted in the premises comprised in such reversionary lease, with proper powers of distress for securing the payment thereof, with such further or other security (if any) by way of collateral security as the person granting such reversionary lease shall think fit:

In determining the amount of the rent to be reserved by any reversionary lease, and of the annuity to be granted as part of the consideration for such reversionary lease, the amount of rent

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shall first be ascertained at which a lease in possession of the premises in question by way of renewal would, having regard to the value of the intended lessee's interest in his existing lease or sub-lease, and to the circumstances of the case, have been granted by the lessor and accepted by the lessee or sub-lessee to whom the new lease is proposed to be granted, if all existing original leases and sub-leases had, for the purpose of granting such new lease, been surrendered, and the rent to be reserved by the reversionary lease shall not be less in amount than the annual rent which shall have been so ascertained; and the interim annuity to be granted as part of the consideration for the reversionary lease shall be such an annual sum as, with the amount of the annual rent payable to his immediate landlord by the lessee or sub-lessee (as the case may be) to whom the reversionary lease is granted, shall be equal to the rent reserved by the reversionary lease:

Every reversionary lease shall, as part of the consideration for granting the same, contain a covenant on the part of the lessee to expend or cause to be expended, within a period to be therein specified (not exceeding ten years, computed from the granting of the reversionary lease), such a sum of money in the erection of buildings on the land to be thereby demised, or in repairing, enlarging, rebuilding, or otherwise improving the messuage or buildings then standing on the land, as shall be agreed upon as an adequate amount between the person granting the lease and the intended lessee:

If any sub-lessee (to whom a reversionary lease is granted), his executors, administrators, or assigns, shall be evicted by his immediate or any superior landlord (holding under the original or head lease under which such sub-lessee derives his title) from the premises demised by the reversionary lease, or any part thereof, by reason of the breach or non-observance of any covenant or provision not contained in the original or head lease, then the reversionary lease shall thereupon become absolutely void at law and in equity, and the interim annuity payable in respect of such reversionary lease shall thenceforth cease to be payable except as to any arrears then due, which arrears shall be recoverable in the same manner as if the annuity had continued to be payable; and the sub-lessee, his executors, administrators, or assigns, shall not be entitled to be repaid any moneys which shall have been expended by him or them upon the premises comprised in such reversionary lease, or to any claim whatsoever against the original lessor

who shall have granted the reversionary lease (or any other person claiming under the will), by reason of the reversionary lease having so become void:

A certificate in writing, signed by the surveyor of the trustees for the time being of the will, certifying that the amounts of the rents proposed to be reserved in such reversionary leases, and of the interim annuity so granted, are respectively, under the circumstances of the case, fair and proper amounts, shall be conclusive evidence as against all persons claiming under the will and codicils that the same rents and annuities are respectively of fair and proper amount.

Power to accept surrenders and grant new leases.

3. The lessor may accept surrenders of the existing leases and sub-leases for the time affecting the hereditaments proposed to be comprised in any new lease to be granted under the powers of leasing contained in the will, and may grant new leases of all or any part of the premises so surrendered, and the acceptance of such surrenders shall not be deemed to be the taking or acceptance of a fine or premium within the meaning of the will.

Rents to be reserved in leases.

4. The rent to be reserved in any new lease under the leasing powers contained in the will, other than reversionary leases, may be either a uniform rent or a progressive rent during all or any part of the first ten years of the term to be thereby granted; and where an existing lease shall be surrendered in order that a new lease may be granted, then in fixing the amount of the rent to be reserved by the new lease the value of the lease surrendered may be taken into account.

Certificate of surveyor as to rent reserved conclusive against claimants under the will and codicils.

5. The certificate in writing of the surveyor of the trustees for the time being of the will, certifying that the rent proposed to be reserved by any lease granted under the powers contained in the will is, under the circumstances, a proper rent, shall be conclusive evidence as against all persons claiming under the will and codicils that such rent is a proper rent in accordance with the terms of the power, but such certificate shall not be essential to the validity of any such lease.

Rents reserved in reversionary leases to be incident to the freehold.

6. The rent to be reserved by any reversionary lease shall be incident to the freehold of the premises therein comprised, and shall enure for the benefit of the persons for the time being entitled under the will and codicils to the hereditaments comprised in such lease, and as well the annuities specified in the Third Schedule annexed to this Act as the other annuities which shall be granted as part of the consideration for any reversionary lease which shall be granted after the passing of this Act of any part of the Dublin

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estates shall be held by the trustees or trustee for the time being of the will, or by other the person or persons to whom such annuity shall for the time being be payable, upon trust for the person or persons who would for the time being have been entitled thereto under the limitations in the will if such annuities had been rents reserved by and immediately payable under a lease in possession of the hereditaments comprised in such reversionary lease.

Leases in Second Schedule and annuity deeds in Third Schedule made valid.

7. The several leases specified in the first and second part of the Second Schedule to this Act, and the several annuity deeds specified in the Third Schedule to this Act, shall respectively be and the same are hereby confirmed and made valid and effectual in all respects as if they respectively had been authorised by and had respectively been in conformity with the powers of leasing contained in the will.

Reversionary leases not to affect rights under original leases.

8. Where any such reversionary lease as aforesaid shall hereafter be granted of the land or any part of the land comprised in an original lease, the rights and remedies of the person or persons who, in case such reversionary lease had not been granted, would have been entitled to the reversion expectant on the determination of the original lease shall, as regards the rents and covenants reserved and contained in the original lease, be unaffected by the granting of such reversionary lease, and shall be exerciseable respectively by the persons and in the manner by whom and in which the same would have been exerciseable respectively in case such reversionary lease had not been granted.

No right to obtain lease created.

9. Nothing in this Act contained shall operate to create or furnish evidence of any custom, or give to any lessee or sub-lessee any right or expectation of obtaining a new or reversionary lease, other than he would have had if this Act had not been passed.

Orders of Court of Chancery in Ireland as to costs.

10. The Court of Chancery in Ireland may from time to time make such order as the said Court shall think fit for taxing and settling the costs, charges, and expenses of and incidental to the applying for, obtaining, and passing of this Act (including all preliminary expenses), and the amount of such costs, charges, and expenses may be raised by the trustees or trustee for the time being of the will by charging the same, together with the costs of raising the same (and interest on the total amount to be so charged at any rate not exceeding five pounds per centum per annum), by a deed in writing under their or his hands and seals or hand and seal, upon the Dublin estates or any part thereof, and the sum so charged, and the interest thereof, shall thereupon be an equitable charge on the Dublin estates, or on the part thereof to be so charged therewith, and on

the fee simple and inheritance thereof, having priority over all the limitations contained in the will and codicils and over the hereinbefore recited indenture of the eighteenth day of November one thousand eight hundred and sixty-eight, and the estates thereby respectively created, and over every other term, estate, or interest to be created under any of the powers contained in the will or codicils; but the consent or concurrence of the persons for the time being entitled to such charge shall not be necessary to the exercise of any of the leasing powers in the will or codicils or in this Act respectively contained, and Part II. of the Act of 23 and 24 Vic., cap. 145, shall not apply to any charge made under this section, but the annual interest which from time to time shall become payable in respect of the principal money to be so charged, and for the time being remaining unpaid, shall be paid and kept down out of the yearly rents and profits arising out of the hereditaments to be so charged.

General saving.

11. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body corporate and politic, and their respective heirs, successors, executors, administrators, and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving), all such right, estate, title, interest, claim, and demand whatsoever of, in, to, upon, or with respect to the Dublin estates specified in the First Schedule hereto, or any part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Persons bound by Act.

12. Provided always, that the following persons are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; to wit,

First. William Earl of Carysfort, and his assigns, and his first and other sons, and the heirs male of their respective bodies, and their respective assigns:

Secondly. The Honourable Claud Hamilton, commonly called Lord Claud Hamilton, and Lady Elizabeth Emma Hamilton, and their assigns, and Douglas James Hamilton and the other sons of the said Lady Elizabeth Emma Hamilton, and the heirs male of their respective bodies, and their respective assigns:

Thirdly. William Montagu Baillie and Lady Theodosia Gertrude Baillie, and their assigns, and Granville Hugh Baillie and the other sons of the said Lady Theodosia Gertrude Baillie, and the heirs male of their respective bodies, and their respective assigns:

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Fourthly. Grenville Hylton Wells, the eldest son of the said Grenville Granville Wells, and his heirs and assigns:

Fifthly. William Wells, the present trustee of the will and codicils, in his character of such trustee, and other the trustee or trustees for the time being of the will and codicils:

Sixthly. Augusta Maria Dowager Countess of Carysfort, her executors, administrators, and assigns, and William Stewart Forster and Hugh Beresford Stanley, and other the trustees or trustee for the time being of the herein-before mentioned deed of the eighteenth day of November one thousand eight hundred and sixty-eight.

As to consent of Grenville Hylton Wells.

13. And whereas Grenville Hylton Wells is abroad, and his consent to this Act has not been proved, therefore this Act shall not be of any effect as against the said Grenville Hylton Wells, and his heirs, unless and until his consent shall be signified by writing under his hand, attested by at least one witness, and such writing shall be enrolled in Her Majesty's High Court of Chancery in Ireland within three years from the passing of this Act, and after the enrolment of such consent the same shall be deemed part of this Act, and shall be as binding and conclusive upon the said Grenville Hylton Wells, and his heirs, as if such consent had been obtained and proved before the passing of this Act, and such consent may be given in the form or to the effect following; (to wit,)

I, Grenville Hylton Wells, do hereby consent to "The Earl of Carysfort's Estate Act, 1877."

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

14. 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.

SCHEDULES to which the foregoing Act refers. A.D. 1877.

THE FIRST SCHEDULE.

Part of the lands of Bullock, Glasthule, and Sandycove, containing 345a. 2r. 22p., statute measure, or thereabouts, situate partly in the townships of Kingstown and Dalkey and county of Dublin.

Part of the lands of Dalkey and Parkmore, containing 44a. 3r. 3p., statute measure, or thereabouts, situate in the townships of Dalkey and county of Dublin.

Part of the lands of Stillorgan and Newtown, now known on the Ordnance Survey as Carysfort, Stillorgan, Stillorgan North, Stillorgan South, Stillorgan Park, Stillorgan Grove, Woodlands, Galloping Green, and Newtown Park, containing in the whole 852a. 3r. 38p., or thereabouts, situate in the barony of Rathdown and county of Dublin.

Plots of ground, houses, and premises situate in Jervis Street, Liffey Street, Capel Street, Strand Street, Smithfield, Queen Street, Barrack Street, Bridgefoot Street, Thomas Street, Mullinahack, New Row, High Street, Nicholas Street, Chancery Lane, Castle Street, Great Ship Street, and North Strand, in the county of the city of Dublin.

THE SECOND SCHEDULE.

First Part.

Lease dated 27th September 1870. The Right Honourable Granville Leveson, Earl of Carysfort, to Patrick Sweetman, of 17a. 2r. 27p., plantation measure, of part of the lands of Stillorgan, called Woodlands, situate in the barony of Rathdown and county of Dublin, for the term of two hundred years, from 25th March 1870, at a rent of one hundred and twenty-five pounds, to commence from the death of the Duke of Leinster, or the 25th March 1883.

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Lease dated 8th September 1871. The Right Honourable Granville Leveson, Earl of Carysfort, to Robert Barry Close and Samuel Holt Close, of 2a. 2r. 29p., plantation measure, part of the lands of Newtown, now called Galloping Green, situate in the barony of Rathdown and county of Dublin, for the term of one hundred and fifty years, from 16th June 1889, at a rent of twenty-five pounds.

Lease dated 8th September 1871. The Right Honourable Granville Leveson, Earl of Carysfort, to Francis John Howard, of 8a. 3r. 34p., plantation measure, part of the lands of Stillorgan, called Galloping Green, situate in the barony of Rathdown and county of Dublin, for the term of one hundred and fifty years, to be computed from the 16th June 1889, at a yearly rent of seventy-five pounds.

Lease dated 1st September 1871. The Right Honourable Granville Leveson, Earl of Carysfort, to John Francis, of 0a. 3r. 16p., statute measure, part of the lands of Bullock, situate in the barony of Rathdown and county of Dublin, for one hundred and fifty years, from 25th March 1870, at the yearly rent of fifteen pounds, to commence 25th March 1903.

Lease dated 8th September 1871. The Right Honourable Granville Leveson, Earl of Carysfort, to Hugh O'Rorke, of 2a. 0r. 14p., statute measure, part of the lands of Bullock, situate in the barony of Rathdown and county of Dublin, for two hundred years, from 25th March 1872, at the yearly rent of fifty pounds, to commence from 25th March 1903.

Lease dated 8th September 1871. The Right Honourable Granville Leveson, Earl of Carysfort, to Hugh O'Rorke, of 2a. 3r. 17p., statute measure, of part of the lands of Dalkey, situate in the barony of Rathdown and county of Dublin, for two hundred years, from 25th March 1911, at the yearly rent of thirty-eight pounds.

Second Part.

Lease dated 31st December 1872. The Right Honourable William Earl of Carysfort to Matthew James Pollock, of 13a. 0r. 17p., statute measure, part of the lands of Stillorgan North, called Oatlands, situate in the barony of Rathdown and county of Dublin, for the term of two hundred years, from the 29th September 1872, subject to the yearly rent of one hundred and thirty-four pounds, to commence 29th September 1895.

THE THIRD SCHEDULE.

First Part.

Annuities or Rentcharges granted to the Right Honourable Granville Leveson, fourth Earl of Carysfort, on execution by him of reversionary leases.

Date of Deed securing Annuity.	Parties.	Amount and Duration of Annuity, and upon what Premises charged.
1870, Sept. 27th -	Patrick Sweetman 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £34 2*s*. 2*d*. for 13 years or for the life of Charles William, then Marquis of Kildare (now Duke of Leinster), whichever should longest last, payable out of part of the lands of Woodlands, parish of Stillorgan, county Dublin.
1871, Sept. 1st -	John Francis 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £3 for 32 years, payable out of part of the lands of Bullock, county Dublin.
1871, Sept. 8th -	Francis John Howard 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £18 15*s*. for 18 years, payable out of part of the lands of Newtown, otherwise Newtown Park, county Dublin.
1871, Sept. 8th -	Hugh O'Rorke 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £12 10*s*. for 32 years, payable out of part of the lands of Parkmore, in the townland of Dalkey, and part of the lands of Bullock, county Dublin.
1871, Sept. 8th -	Hugh O'Rorke 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £9 10*s*. for 40 years, payable out of part of the lands of Parkmore and Moneenachring, county Dublin.
1871, Sept. 8th -	Robert Barry Close and Samuel Holt Close 1st part, Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £6 5*s*. for 18 years, payable out of Newtown, now called Galloping Green, forming part of demesne of Newtown Park House, county Dublin.

A.D. 1877.

SECOND PART.

Annuity or Rentcharge granted to the Right Honourable William, now Earl of Carysfort, on execution by him of a reversionary lease.

Date of Deed securing Annuity.	Parties.	Amount and Duration of Annuity, and upon what Premises charged.
1872, Dec. 31st -	Matthew James Pollock 1st part, William Earl of Carysfort 2nd part, Hugh Beresford Stanley 3rd part.	Rentcharge of £38 for 23 years, payable out of part of the lands of Stillorgan North, county Dublin.

LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1877.