ANNO QUADRAGESIMO PRIMO

GEORGII III. REGIS.

Cap. III.

An Act for veſting the Eſtates of *John Fitzgerald* Eſquire, commonly called *The Knight of Glinn*, ſituate in the County of *Limerick*, in Truſtees, for raiſing by Sale or Mortgage, Monies ſufficient to pay off Incumbrances. [20th *June* 1801.]

Preamble. Indenture of Releaſe, dated 28th *April* 1781.

WHEREAS by Indenture of Releaſe referring to a Leaſe for a Year, and dated the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and made between *Thomas Fitzgerald* of *Glinn* in the County of *Limerick*, Eſquire, commonly called *The Knight of Glinn*, and *John Fitzgerald* Eldeſt Son and Heir Apparent of the ſaid *Thomas*, of the Firſt Part; *John Creaghe* Eſquire, of the Second Part; *John Fitzgibbon* Eſquire, (now the Right Honourable the Earl of *Clare*, and Lord High Chancellor of *Ireland*), and *Colthruſt Bateman* Eſquire, of the Third Part; *Francis Croſbie* and *Thomas Staughton* Eſquires, of the Fourth Part; and *Elizabeth Bateman* Widow, of the Fifth Part; the ſaid *Thomas Fitzgerald* and *John Fitzgerald* conveyed to the ſaid *John Creaghe*, his Heirs and Aſſigns, the Manor of *Glincarberry*, and the Demeſne Lands thereunto belonging, and the Towns and Lands of (among other Denominations) *Ballydonohue*, *Clounoughter*, *Cabaragh*, and *Killeny* alias *Clounſallagh* in the Pariſh of *Killfergus*, Barony of *Lower*

Connelloe, and County of *Limerick*, with the Appurtenances, to hold the ſame unto the ſaid *John Creaghe*, his Heirs and Aſſigns, to and for the Uſes therein-after expreſſed; and the ſaid *Thomas Fitzgerald* and *John Fitzgerald* covenanted to levy in the Court of Common Pleas in *Ireland* a Fine unto the ſaid *John Creaghe* of the ſaid Premiſes, to the Intent that he might become Tenant to the Freehold, that a Common Recovery might be thereof ſuffered; and it was by the ſaid Indenture of Releaſe declared, that the ſame Indenture and the ſaid Fine and Recovery ſhould enure to the Uſe of the ſaid *John Fitzgibbon* and *Colthruſt Bateman* for the Term of Five hundred Years, upon Truſt (among other Truſts ſince determined), for raiſing Three thouſand Pounds for the Portions of *Arabella Fitzgerald* and *Mary Fitzgerald*, Daughters of *Richard Fitzgerald* Eſquire, deceaſed, the late Elder Brother of the ſaid *Thomas Fitzgerald*, at their reſpective Ages of Twenty-one Years, equally to be divided between them, with Remainder to the Uſe of the ſaid *Thomas Fitzgerald* for Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Lord Chancellor of *Ireland* and *Colthruſt Bateman*, and their Heirs, during the Life of the ſaid *Thomas Fitzgerald*, upon Truſt to ſupport contingent Remainders; with Remainder to the Uſe that *Mary Fitzgerald*, Wife of the ſaid *Thomas Fitzgerald*, (and ſince deceaſed) in caſe of her ſurviving him, ſhould receive an Annuity of Three hundred Pounds for her Jointure; with Remainder to the Uſe of the ſaid *Thomas Staughton* and *Francis Croſbie* for the Term of One thouſand Years, upon the Truſts hereinafter declared; with Remainder to the Uſe of ſuch Perſon or Perſons, for ſuch Eſtates, and to and for ſuch Uſes, Intents, and Purpoſes, as the ſaid *Thomas Fitzgerald* and *John Fitzgerald* ſhould thereafter, by any Deed or Deeds, Writing or Writings, limit, direct, or appoint; with Remainder to the Uſe of the ſaid *John Fitzgerald* for his Life without Impeachment of Waſte, with like Remainder to Truſtees during his Life to ſupport contingent Remainders; with Remainder to the Uſe of the Firſt and every other Son of the ſaid *John Fitzgerald* ſucceſſively in Tail Male, with Power to the ſaid *John Fitzgerald*, when he ſhould be in Poſſeſſion under the Limitation aforeſaid, of creating Terms upon, or otherwiſe charging the ſaid Manor and Premiſes with ſuch yearly Rent Charge by Way of Jointure for a Wife, and with ſuch Sum or Sums, by Way of Portion for any younger Child or Children, as he ſhould by any Writing or Writings under his Hand and Seal, executed in the Preſence of Two or more credible Witneſſes, think proper to limit, direct, or appoint; and for Default of ſuch Iſſue of the ſaid *John Fitzgerald*, and ſubject to ſuch Term or Charges as he ſhould create as aforeſaid, to the Uſe of *Gerald Fitzgerald*, Second Son of the ſaid *Thomas*, for his Life, without Impeachment of Waſte, with like Remainder to Truſtees to preſerve contingent Remainders during his Life; with Remainder to his Firſt and other Sons ſucceſſively in Tail Male, with a like Power to the ſaid *Gerald Fitzgerald*, when in Poſſeſſion, of charging the ſaid Manor and Premiſes with an Annuity or Jointure for a Wife, and with Portions for younger Children; and for Default of ſuch Iſſue of the Body of the ſaid *Gerald Fitzgerald*, and ſubject to ſuch Charges as he ſhould create as aforeſaid, to the Uſe of all and every the Son and Sons of the ſaid *Thomas Fitzgerald* ſucceſſively in Tail Male, with Remainder to the Uſe of the ſaid *Thomas Fitzgerald*, his Heirs and Aſſigns for ever; and the Truſts of the ſaid Term of One thouſand Years were declared to be (among other Truſts ſince determined) that the Truſtees thereof

thereof ſhould immediately after the Death of the ſaid *Thomas Fitzgerald*, or in his Lifetime if he ſhould think fit, raiſe at Intereſt the Sum of Six thouſand Pounds, in caſe the Six Daughters of the ſaid *Thomas Fitzgerald*, or any Number of younger Children not leſs than Six, beſides the ſaid *Gerald Fitzgerald*, ſhould be then living, for their Portions, to be paid to them reſpectively, at ſuch Time or Times, and in ſuch Parts, Shares, and Proportions, Manner, and Form, as the ſaid *Thomas Fitzgerald*, by any Writing or Writings executed as therein mentioned, or by his laſt Will ſhould appoint; in which ſaid Indenture of Releaſe was contained a Power that it ſhould and might be lawful for the ſaid *Thomas Fitzgerald* at any Time during his Life, by Indenture under his Hand and Seal, to demiſe and leaſe the ſaid Towns and Lands of *Ballydonohue* to the aforeſaid *Colthruſt Bateman* and *Thomas Staughton*, their Heirs and Aſſigns, in Truſt for the ſaid *Gerald Fitzgerald*, the Second Son of the ſaid *Thomas*, for a Term of Three Lives, with a Covenant for a perpetual Renewal on Payment of a Pepper Corn by way of Fine upon each Renewal, at the yearly Rent of Fifty-five Pounds, ſo as nevertheleſs, in caſe the ſaid *Gerald* ſhould die unmarried and without Iſſue, ſuch Leaſe ſo to be made as aforeſaid ſhould ceaſe: And whereas by Indenture of Releaſe referring to a Leaſe for a Year, and bearing Date the Second Day of *May* One thouſand ſeven hundred and eighty-one, and made between *Catharine Croſbie* of *Tubrid*, in the County of *Kerry*, the ſaid *Thomas Fitzgerald* and *John Fitzgerald* of the One Part, and *Robert Day* of the City of *Dublin*, Eſquire, (now One of the Juſtices of His Majeſty's Court of King's Bench in *Ireland*), of the other Part, reciting that *Maurice Croſbie*, late of *Bally Keely* in the County of *Kerry*, Eſquire, and *Guſtavus Thomas Freeke Croſbie* and *Catherine Croſbie*, then Minors, by the ſaid *Maurice Croſbie* their Grandfather and Guardian, in the Year One thouſand ſeven hundred and fifty-five preferred their Bill in the Court of Chancery in *Ireland* againſt the aforeſaid *Richard Fitzgerald*, the Elder Brother of the ſaid *Thomas Fitzgerald*, and againſt the ſaid *Thomas Fitzgerald* and other Perſons, and thereby prayed to be decreed the Sum of One thouſand two hundred and twenty-five Pounds, which was a charge upon the ſaid Lands (among others) of *Glincarberry*, *Cabaragh*, *Clonviller* otherwiſe *Clounoughter*, and *Killeany*, in the County of *Limerick*, of which *John Fitzgerald* Eſquire, deceaſed, the Eldeſt Brother of the ſaid *Richard* and *Thomas Fitzgerald*, was ſeiſed in Fee at the Time of his Death, and that the ſaid Sum might be raiſed by a Sale or Mortgage of the ſaid Lands or of a competent Part thereof; that on the Second Day of *December* One thouſand ſeven hundred and fifty-ſix, a Decree was obtained for Payment of the Sum of One thouſand three hundred and ninety Pounds, being the Sum then due for the ſaid Sum of One thouſand two hundred and Twenty-five Pounds, and the Intereſt thereof with Coſts, or in Default thereof that the ſaid Sum ſhould be raiſed by Sale or Mortgage of the ſaid Lands or a competent Part thereof; that the Defendants in the ſaid Cauſe neglected to pay the ſaid Sum of One thouſand three hundred and ninety Pounds, and that the ſaid Lands had been ſold under the ſaid Decree for a Sum of One thouſand ſeven hundred and thirty-ſix Pounds and Three Shillings, or thereabouts, to *Robert Harriſon* of the City of *Dublin*, Gentleman, who purchaſed the ſame in Truſt for the ſaid *Maurice Croſbie*, his Heirs and Aſſigns; that the ſaid *Maurice Croſbie* and *Guſtavus Croſbie* were dead, and that the ſaid *Catherine Croſbie* was under

Indenture of Releaſe, dated 2d *May* 1781.

under the Will of the ſaid *Maurice Croſbie*, then entitled to the Benefit of the ſaid Purchaſe; that an Account had been that Day ſtated and ſettled between the ſaid *Catherine Croſbie* and *Thomas Fitzgerald*, on which it appeared that a Sum of Eight hundred and ninety-ſix Pounds Thirteen Shillings and Three-pence was due to the ſaid *Catherine Croſbie* for Intereſt on the Foot of the ſaid Principal Sum of One thouſand three hundred and ninety Pounds and Coſts adjudged by the ſaid Decree; that the ſaid *Thomas Fitzgerald* and *John Fitzgerald*, who claimed to be entitled ſucceſſively or otherwiſe to the Inheritance of the Towns, Lands, and Premiſes aforeſaid, alledged that the ſaid Sale had been made at a great Undervalue, and that it had been on their Part propoſed, and agreed to on the Part of the ſaid *Catherine Croſbie*, that the ſaid *Catherine* ſhould wave and relinquiſh the Benefit of the ſaid Purchaſe, upon the Terms, and not otherwiſe, of the ſaid *Thomas* and *John*, or One of them, putting the ſaid *Robert Day* into the actual Poſſeſſion of the ſaid Lands and Premiſſes, and covenanting to permit him or his Aſſigns to receive the Yearly Rents, Iſſues, and Profits thereof, or ſo much thereof as ſhould amount to the Sum of Two hundred and eighty-three Pounds eight Shillings, until the ſaid *Catharine*, or the ſaid *Robert Day* or his Aſſigns, for her Uſe, ſhould thereby be paid the Sum of Eight hundred and ninety-ſix Pounds Thirteen Shillings and Three-pence, the Sum then due for Intereſt and Coſts under the ſaid Decree, and the Annual Intereſt, to be computed from the Date of the ſaid Indenture, on the ſaid Sum of One thouſand three hundred and ninety Pounds; and that from and after Payment of the ſaid Sum of Eight hundred and ninety-ſix Pounds Thirteen Shillings and Three-pence and the ſaid growing Intereſt, the ſaid Lands ſhould be held by the ſaid *Robert Day*, his Heirs and Aſſigns, ſubject to Redemption on Payment of the ſaid Sum of One thouſand three hundred and ninety Pounds and the Intereſt thereof: It is witneſſed, That the ſaid *Catharine Croſbie*, *Thomas Fitzgerald*, and *John Fitzgerald*, in purſuance of the ſaid Agreement, and according to their reſpective Rights, Titles, and Intereſts, conveyed to the ſaid *Robert Day* his Heirs and Aſſigns, the ſaid Town and Lands of *Glinearberry*, *Cabaragh*, *Clonvillet* otherwiſe *Clounoughter*, and *Killeany*, to hold to the ſaid *Robert Day*, his Heirs and Aſſigns for ever, upon Truſt that he ſhould receive out of the Rents and Profits thereof the Annual Sum of Two hundred and eighty-three Pounds Eight Shillings until the ſaid Sum of Eight hundred and ninety-ſix Pounds Thirteen Shillings and Three-pence, with the growing Intereſt of the ſaid One thouſand three hundred and ninety Pounds, ſhould be paid; and from and after Payment and Diſcharge of the ſame, that the ſaid *Robert Day*, his Heirs and Aſſigns, ſhould ſtand ſeiſed of the ſaid Premiſes, ſubject to Redemption on Payment to the ſaid *Catherine Croſbie*, her Executors, Adminiſtrators, or Aſſigns, or to the ſaid *Robert Day*, for her or their Uſe, the ſaid Sum of One thouſand three hundred and ninety Pounds, on or before the firſt Day of *May* One thouſand ſeven hundred and eighty-ſix, together with the Intereſt thereof then due: And whereas the ſaid *Thomas Fitzgerald* died in the ſaid Year One thouſand ſeven hundred and eighty-one, before either the Fine or the Recovery covenanted to be levied and ſuffered in and by the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, was completed; but in *Hilary* Term One thouſand ſeven hundred and eighty-two, a common Recovery was

Death of *Thomas Fitzgerald*.

ſuffered

ſuffered of the ſaid Manor, Towns, Lands, and Premiſes by the ſaid *John Fitzgerald*: And whereas the ſaid *Thomas Fitzgerald* made his laſt Will and Teſtament in Writing dated the Seventeenth Day of *September* One thouſand ſeven hundred and eighty-one, and thereby appointed the ſaid Sum of Six thouſand Pounds, provided for his ſaid Six Daughters in and by the ſaid Indenture of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, to be paid to them reſpectively in Manner following; (that is to ſay) the Sum of One thouſand four hundred Pounds to his eldeſt Daughter *Elizabeth Fitzgerald* within One Year after his Deceaſe, with the legal Intereſt thereof; One thouſand two hundred Pounds to his Second Daughter *Mary Fitzgerald* on her attaining the Age of Twenty-one Years, or Day of Marriage, which ſhould firſt happen, with the legal Intereſt thereof in the mean Time; One thouſand Pounds to his Daughter *Ellen Fitzgerald* on her attaining her Age of Twenty-one Years, or Day of Marriage, which ſhould firſt happen; Eight hundred Pounds to his Daughter *Frances* on her attaining her Age of Twenty-one Years, or Day of Marriage, which ſhould firſt happen; Eight hundred Pounds to his Daughter *Catherine* on her attaining her Age of Twenty-one Years, or Day of Marriage, which ſhould firſt happen; Eight hundred Pounds to his Daughter *Jane* on her attaining her Age of Twenty-one Years, or Day of Marriage, which ſhould firſt happen; and further directed that the ſaid Portion ſo bequeathed to his ſaid Daughters *Ellen*, *Frances*, and *Jane* ſhould reſpectively from his Deceaſe carry legal Intereſt until the ſame reſpectively ſhould become payable as aforeſaid, for the Support and Maintenance of his ſaid Daughters in the mean Time, which Will was duly proved in His Majeſty's Court of Prerogative in *Ireland*: And whereas by Indenture of Releaſe, referring to a Leaſe for a Year, and being of Five Parts, and dated the Fifteenth Day of *July* One thouſand ſeven hundred and eighty-nine, and made between the ſaid *John Fitzgerald* of the firſt Part; *John Frauncies Gwyn* Eſquire, and *Margaretta Maria Frauncies* his Daughter, of the Second Part; *John Bateman* and *Gerald Blennerhaſſet* Eſquires, of the Third Part; the Reverend *Bickham Eſcott* and the Reverend *David Webber* Clerks, of the Fourth Part; and *John Frauncies* Eſquire (the Brother of the ſaid *Margaretta Maria*) and *John Cridland* Gentleman, ſince deceaſed, of the Fifth Part; reciting, (among other Things) that the ſaid *Arabella* and *Mary Fitzgerald* had both attained their Ages of Twenty-one Years, and that the aforeſaid Six younger Children of the ſaid *Thomas Fitzgerald* were all then living, and that a Marriage was intended to be had between the ſaid *John Fitzgerald* and *Margaretta Maria Frauncies*, the ſaid *John Fitzgerald*, in Conſideration of the ſame Marriage, conveyed the ſaid Manor, Lands, Hereditaments, and Premiſes to the ſaid *John Bateman* and *Gerald Blennerhaſſet* and their Heirs, to the Uſe of the ſaid *John Fitzgerald* until the ſaid Marriage ſhould take Effect, and immediately from the Solemnization thereof, to the Uſe of the ſaid *John Frauncies* and *John Cridland* for the Term of Eighty Years, if the ſaid *John Fitzgerald* and *Margaretta Maria Frauncies* ſhould jointly ſo long live, upon Truſt to ſecure the Payment of One hundred Pounds a Year during the joint Lives of the ſaid *John Fitzgerald* and *Margaretta Frauncies* for her ſeparate Uſe, with Remainder to the Uſe of the ſaid *John Fitzgerald* and his Aſſigns for Life; Remainder to Truſtees during his Life, in Truſt to ſupport contingent Eſtates; with

Will of *Thomas Fitzgerald*, dated 17th *September* 1781.

Indenture of Releaſe, dated 15th *July* 1789.

Remainder to the Uſe that the ſaid *Margaretta Maria Frauncies*, in caſe of her ſurviving the ſaid *John Fitzgerald*, ſhould receive a yearly Rent of Five hundred Pounds for her Life, with Powers of Diſtreſs and Entry in caſe of Non-payment thereof; with Remainder to the Uſe of the ſaid *Bickham Eſcott* and *David Webber* for the Term of Two thouſand Years upon Truſts therein-after expreſſed; Remainder to the Uſe of the firſt and every other Son of the ſaid *John Fitzgerald* and *Margaretta Maria Frauncies* ſucceſſively in Tail Male; Remainder to the Uſe of the Firſt and every other Son of the ſaid *John Fitzgerald* by any other after-taken Wife in like Manner for ſuch Eſtates, and ſubject to ſuch Powers, Proviſoes, Limitations, and Terms, and with ſuch Remainders over as are mentioned and declared in and by the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one; and the Truſts of the ſaid Term of Two thouſand Years were thereby declared to be to ſecure the Payment of the ſaid yearly Rent of Five hundred Pounds provided for the Jointure of the ſaid *Margaretta Maria*; and further, that in caſe there ſhould be One or more younger Child or Children of the ſaid Marriage, the ſaid Truſtees ſhould, in the Lifetime of the ſaid *John Fitzgerald*, with his Conſent, or elſe not until after his Death, raiſe Three thouſand Pounds, in caſe there ſhould be but One ſuch younger Child, Five thouſand Pounds, in caſe there ſhould be Two ſuch younger Children, Six thouſand Pounds, in caſe there ſhould be Three or more ſuch younger Children, as and for the Portion of ſuch younger Child or Children, and to be paid and payable at the Times, and in the Manner, and with ſuch Proviſion in the mean Time for Maintenance and Education as therein mentioned; and the ſaid *John Fitzgerald* thereby covenanted with the ſaid *John Frauncies* and *John Cridland*, that he the ſaid *John Fitzgerald*, his Heirs, Executors, or Aſſigns, for the better Protection of the Settlement and Jointure thereby made on the ſaid *Margaretta Maria Frauncies*, would with all convenient Speed pay off and diſcharge, or cauſe and procure to be paid off and diſcharged, either by Sale of certain competent Parts and Parcels of the ſaid Manor, Town, Lands, Hereditaments, and Premiſes (ſuch Sale to be made and authorized by the Decree or Order of ſome Court or Courts of Law or Equity, to be had and obtained in that Behalf or otherwiſe) as well the ſaid Sum of Three thouſand Pounds ſo charged and provided as aforeſaid, for the ſaid *Arabella Fitzgerald* (who was then the Wife of *Francis Holmes* Eſquire) and *Mary Fitzgerald*, the Daughters of the aforeſaid *Richard Fitzgerald*; as alſo the ſaid Sum of Six thouſand Pounds ſo charged and provided as aforeſaid for the Siſters of the ſaid *John Fitzgerald*: And whereas the Marriage between the ſaid *John Fitzgerald* and the ſaid *Margaretta Maria Frauncies* ſhortly after took Effect, and there is Iſſue thereof One Son only, *John Frauncies Fitzgerald*, an Infant of the Age of Nine Years, who is the firſt Tenant in Tail in Remainder of the aforeſaid ſettled Eſtates expectant on the Death of the ſaid *John Fitzgerald* the Tenant for Life in Poſſeſſion, and the ſaid *Gerald Fitzgerald* hath Iſſue One only Son, an Infant of very tender Years: And whereas the ſaid *Mary Fitzgerald* hath lately filed a Bill in the Court of Exchequer in *Ireland*, to have the Principal Sum of One thouſand five hundred Pounds, being her Moiety of the ſaid Sum of Three thouſand Pounds, raiſed and paid to her purſuant to the Truſts of the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April*

Marriage of *John Fitzgerald* with *Margaretta Maria Frauncies*, and their Iſſue, alſo Iſſue of *Gerald Fitzgerald*.

Bill filed in the Court of Exchequer in *Ireland* by *Mary Fitzgerald*.

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One thouſand ſeven hundred and eighty-one, and the ſaid Six Daughters of the ſaid *Thomas Fitzgerald*, for whom the ſaid Charge of Six thouſand Pounds was provided by the ſame Indenture of Releaſe, are all living, and the ſaid Principal Sums of Three thouſand Pounds and Six thouſand Pounds ſtill remain charged upon the ſaid Eſtate: And whereas by a Decree or Decretal Order of His Majeſty's High Court of Chancery in *Ireland*, made the Twenty-third Day of *February* One thouſand ſeven hundred and ninety-two, and duly inrolled, in a Cauſe wherein the Executors of *David Latouche* Eſquire were Plaintiffs, and the ſaid *John Fitzgerald* the Nephew and others were Defendants, by original Bill and Bill of Supplement and Revivor, the Decree ſtating (among other Things) that in the Year One thouſand ſeven hundred and ſixty-one the ſaid *David Latouche* exhibited his Bill in the ſaid Court, which was afterwards amended, againſt *Edmund Fitzgerald* and the aforeſaid *Richard Fitzgerald* and *Thomas Fitzgerald*, thereby charging that ſeveral Judgements were obtained in *Ireland* againſt the aforeſaid *John Fitzgerald* the eldeſt Brother of them the ſame Defendants; and praying that an Account might be taken of what was due to Paintiff for Principal and Intereſt and Coſts upon the Foot of the Judgements therein mentioned to be aſſigned to him; and that what ſhould appear due thereon might be decreed a Charge upon the aforeſaid Lands, and that the ſame might be raiſed by Sale of a competent Part of the ſaid Lands and paid to Plaintiff; and alſo ſtating the Anſwers of the Defendants and other Pleadings and Proceedings in the ſaid Cauſe; it was by the ſame Decree or decretal Order ordered, adjudged, and decreed, that the Plaintiffs were entitled to the Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence therein mentioned to be reported due to them, and that the ſame was a Charge upon the ſeveral Lands and Premiſes in the Pleadings in the Cauſe mentioned, the Eſtate of the ſaid Defendant *John Fiizgerald* the Nephew; and it was further ordered that the ſaid *John Fitzgerald* ſhould, within the Space of Three Months from the Date of the ſaid Decree, pay to the Plaintiffs the ſaid Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence, together with their Coſts incurred in that Cauſe againſt the ſaid *John Fitzgerald*, or in Default thereof that the Maſter ſhould ſet up and ſell by publick Cant to the higheſt and faireſt Bidder, the Manor, Town Lands and Premiſes in the ſaid Decree and in the Pleadings in the ſaid Cauſe mentioned (being the Manor, Lands, and other Hereditaments compriſed in the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, or a competent Part thereof) for Payment of the ſaid Sum with Coſts as aforeſaid, and it was thereby referred to the ſaid Maſter to tax the Plaintiffs ſaid Coſts: And whereas in purſuance of the ſaid Decree Part of the ſaid Lands and Premiſes compriſed in the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, have been at different Times ſet up to be ſold; but, partly owing to the late diſturbed State of the Kingdom of *Ireland*, and partly owing to Objections taken to the Title to the ſaid Lands and Premiſes by the Purchaſers or Bidders at ſuch Sales, no effectual Sale hath been had of any Part of the ſaid Lands and Premiſes under the ſaid Decree; and the ſaid *John Fitzgerald*, in order to prevent a Sale to One *William Power* (in Truſt for

Decree made in the Court of Chancery in *Ireland* on 23d *February* 1792, wherein the Executors of *David Latouche* were Plaintiffs and ſaid *John Fitzgerald* and others Defendants, whereby the Plaintiffs were decreed the Sum of 3,419*l.* 4*s.* 4*d.* together with their Coſts.

Sales in purſuance of ſaid Decree.

for the Plaintiffs in the ſaid laſt-mentioned Cauſe) of Part of the ſaid Lands and Premiſes, at a very great Undervalue, from being confirmed, and a great Loſs from being thereby ſuſtained by the ſaid *John Fitzgerald*; and the Perſons in Remainder to the ſaid Eſtate hath been obliged to undertake to pay the Plaintiffs in the ſame Cauſe Intereſt on the Sum ſo decreed to them from the Nineteenth Day of *June* One thouſand ſeven hundred and ninety-two, and accordingly, by an Order of the Court of Chancery in *Ireland* made in the ſaid Cauſe on the Twenty-firſt Day of *July* One thouſand eight hundred, upon an Application on the Part of the ſaid *John Fitzgerald* to reſtrain the ſaid *William Power* from proceeding to confirm the Sale ſo made to him as aforeſaid, or that the ſaid Lands ſo ſold might be again ſet up to be ſold, it was ordered that the ſaid Premiſes ſhould be again ſet up to be ſold in a Month by *Thomas Walker* Eſquire, the Maſter in the ſaid Cauſe, the ſaid *John Fitzgerald* conſenting to pay Intereſt on the Sum decreed due to the Plaintiffs from the Nineteenth Day of *June* One thouſand ſeven hundred and ninety-two; and by another Order made in the ſaid Cauſe on the Eleventh Day of *December* One thouſand eight hundred, on the Application of the ſaid *John Fitzgerald*, the Sales of the ſaid Lands and Premiſes were further poſtponed for Three Months: And whereas the ſaid *John Fitzgerald* hath not only kept down the Intereſt on the ſaid ſeveral Sums of Three thouſand Pounds and Six thouſand Pounds charged upon the ſaid Eſtate by the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one (except ſome ſmall Arrears), and the Whole of the Intereſt on the ſaid Sum of One thouſand three hundred and ninety Pounds ſecured by the ſaid Indenture of Mortgage of the Second Day of *May* One thouſand ſeven hundred and eighty-one, and paid the aforeſaid Sum of Eight hundred and ninety-ſix Pounds Thirteen Shillings and Three-pence alſo ſecured by the ſame Indenture, and ſuſtained for ſeveral Years the whole Trouble and Expence of defending the ſaid Suit, in which the ſaid Judgement Debts of the ſaid *John Fitzgerald* the elder have been decreed a Charge upon the ſaid Eſtate as aforeſaid, and of preventing any Part of the ſaid Eſtate from being ſold at an Undervalue, in the Courſe of which Proceedings he hath incurred an Expence of not leſs than One thouſand Five hundred Pounds, and by the Event of which Suit he hath ſucceeded in ſaving the ſaid Eſtate from the Load of a great Accumulation of Intereſt to the Amount of not leſs than Four thouſand Pounds; but the ſaid *John Fitzgerald* hath alſo expended the Sum of Six thouſand Pounds and upwards in building a Manſion Houſe and Offices, and making Plantations and other valuable and laſting Improvements upon the ſaid Eſtate: And whereas ſuch Part of the ſaid Eſtate as is moſt proper to be ſold is ſpecified in the Schedule hereto, with the yearly Rents thereof: And whereas the ſaid *John Fitzgerald* and *Margaretta Maria Fitzgerald* conceiving it will be very much for the Advantage of all Perſons having an Intereſt in the aforeſaid Eſtates, that as well the ſaid Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence, and the Coſts of the aforeſaid Suit, decreed a Charge upon the ſaid Eſtate as aforeſaid, with the Intereſt accrued from the ſaid Sum of Three thouſand four hundred nineteen Pounds Four Shillings and Four-pence ſince the Nineteenth Day of *June* One thouſand ſeven hundred and

Intereſt paid on the ſeveral Charges by ſaid *John Fitzgerald*, who alſo ſuſtained the Expence of defending Suits inſtituted againſt the Eſtate, whereon he hath expended large Sums of Money in building and laſting Improvements.

The Part of the Eſtate proper to be ſold in the Schedule.

ninety-two, and the ſaid Sum of One thouſand three hundred and ninety Pounds, ſecured by the ſaid Indenture of Mortgage of the Second Day of *May* One thouſand ſeven hundred and eighty-one, as alſo the ſaid Sums of Three thouſand Pounds and Six thouſand Pounds charged on the ſaid Eſtate by the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, ſhould be raiſed by Sale of the Part of the ſaid Eſtate compriſed in the ſaid Schedule, or by Mortgage of the Whole or a competent Part of the ſaid Eſtate, and paid to the ſeveral Perſons entitled to receive the ſame, they the ſaid *John Fitzgerald* and *Margaretta Maria Fitzgerald* are therefore deſirous that the ſaid Manor, Towns, Lands, and Hereditaments compriſed in the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one (ſave and except the aforeſaid Towns, Lands, and Hereditaments of *Ballydonahue*, being the Lands which the aforeſaid *Thomas Fitzgerald* was empowered to leaſe for Three Lives, renewable in Truſt for the ſaid *Gerald Fitzgerald* his Second Son as aforeſaid) may be veſted in proper Truſtees in Fee Simple, freed and diſcharged of and from all and every the Uſes and Truſts, Eſtates and Limitations expreſſed and declared in and by the ſaid Indentures of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and the Fifteenth Day of *July* One thouſand ſeven hundred and eighty-nine, (other than and except the ſaid Terms of One thouſand Years and Five hundred Years, created by the ſaid Indenture of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and the Truſts thereof, and ſubject and without Prejudice to the ſaid Indenture of Mortgage of the Second Day of *May* One thouſand ſeven hundred and eighty-one) upon Truſt to raiſe by Sale of the Premiſes compriſed in the ſaid Schedule, or a ſufficient Part thereof, or by Mortgage of all or any Part of the ſaid Eſtate ſo to be veſted in Truſtees, Monies ſufficient to pay off the ſaid Incumbrances and Coſts laſt-mentioned, and the Coſts of making this Application to Parliament, and of executing the Truſts, and thereupon to apply the Monies to be raiſed accordingly: But inaſmuch as the Deſire of the ſaid *John Fitzgerald* and *Margaretta Maria Fitzgerald* cannot be effected without the Aid and Authority of Parliament; Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *John Fitzgerald* and *Margaretta Maria* his Wife, on Behalf of themſelves and their ſaid Infant Son, do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That from and immediately after the paſſing of this Act, all that and thoſe the Manor of *Glancarbery* or *Glincarbery*, and the Demeſne Lands thereunto belonging, the Towns and Lands of *Ballycullane Court*, *Farren Miller*, *Ballynamoule* otherwiſe *Ballynagaule* and *Eaſt-Meanus*, *Ballygogblane* and *Weſt Meanus*, *Tullyleige* and *Tullery*, *Ballynamuddagh* and *Ballyholahane*, *Tullyglaſs*, *Kinnard*, *Clogogh* otherwiſe *Clounacarrick*, *Clounoughter*, *Ballygiltinane*, *Caharagh*, *Killeny* alias *Clounſallagh*, and *Kilfereſy* in the Pariſh of *Killfergus*, Barony of *Lower Connelloe* and County of *Limerick*; and alſo the Fairs, Markets, and Courts held in the Manor of *Glancarberry*, together with all and ſingular the Franchiſes, Privileges, Liberties, Juriſdictions, Advantages,

Premiſes veſted in Truſtees to raiſe by Mortgage or Sale Monies ſufficient to pay the Debts and Coſts mentioned herein.

vantages, Cuſtoms, Tolls, Rights, Amerciaments, Emoluments, and Appurtenances whatſoever to the ſaid Manor and Premiſes belonging, or in anywiſe appertaining, or with and in or in reſpect of the ſame at any Time heretofore uſed and enjoyed; and all and ſingular other the Manor or Manors, Lands, Tenements, and Hereditaments comprifed in the ſaid recited Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and in the ſaid recited Indenture of Releaſe of the Fifteenth Day of *July* One thouſand ſeven hundred and eighty-nine (other than and except the aforeſaid Towns and Lands of *Ballydonahue* with the Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits of all and ſingular the ſame Premiſes, ſhall be veſted in and ſettled upon, and the ſame are hereby from thenceforth veſted in and ſettled upon *Mountifort Longfield* of the City of *Dublin*, Eſquire, One of the Commiſſioners of His Majeſty's Revenues in *Ireland*, and *John Creaghe* of *Waterville* in the County of *Limerick*, Eſquire, their Heirs and Aſſigns for ever, freed, exonerated, and diſcharged of and from all and every the Uſes, Truſts, Eſtates, Limitations, Powers, Proviſoes, and Agreements in or by the ſaid recited Indentures of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and the Fifteenth Day of *July* One thouſand ſeven hundred and eighty-nine, or either of them, thereof declared, limited, or expreſſed (other than and except and ſubject to the ſaid Terms of Five hundred Years and One thouſand Years ſo created in and by the ſaid Indenture of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one as aforeſaid, and alſo ſubject to the ſaid recited Indenture of Mortgage of the Second Day of *May* One thouſand ſeven hundred and eighty-one, upon Truſt that they the ſaid *Mountifort Longfield* and *John Creaghe*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhall and do, as ſpeedily as may be, with the Conſent and Approbation in Writing of the ſaid *John Fitzgerald* and *Margaretta Maria* his Wife, or the Survivor of them, or the Perſon for the Time being in Poſſeſſion under the Limitations aforeſaid; or if ſuch Perſon ſhall be an Infant, then at the Diſcretion of the Truſtees or Truſtee for the Time being by Sale of the ſaid Premiſes comprifed in the ſaid Schedule hereto, or of any Part or Parts thereof, or by One or more Mortgage or Mortgages of the Whole or any Part or Parts of the ſaid Manor, Lands, Hereditaments, and Premiſes hereby veſted and ſettled as aforeſaid, raiſe and levy, or borrow and take up at Intereſt, ſo much and ſuch Sum or Sums of Money as ſhall be neceſſary and ſufficient to pay the Coſts, Charges, and Expences attending the applying for and the obtaining and paſſing of this Act, and alſo to pay off and diſcharge the ſaid Principal Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence, *Iriſh* Currency, and the Coſts decreed by the ſaid Decree of the Court of Chancery in *Ireland* of the Twenty-third Day of *February* One thouſand ſeven hundred and ninety-two, together with the Intereſt accrued and accruing on the ſaid Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence ſo decreed as aforeſaid from the ſaid Nineteenth Day of *June* One thouſand ſeven hundred and ninety-two, and the ſaid Principal Sum of One thouſand three hundred and ninety Pounds, of like Currency, ſecured by the ſaid recited Indenture of

Mortgage of the Second Day of *May* One thouſand ſeven hundred and eighty-one; and alſo the ſaid Principal Sum of Three thouſand Pounds *Iriſh* Currency, ſecured by the ſaid Term of Five hundred Years; and the ſaid Principal Sum of Six thouſand Pounds, of like Currency, ſecured by the ſaid Term of One thouſand Years; and alſo the Coſts, Charges, and Expences of carrying the Truſts of this Act into Execution up to the Time and including the Expences of making ſuch Sale or Sales, Mortgage or Mortgages, and ſhall therewith in the firſt Place pay the ſaid Coſts, Charges, and Expences attending the applying for and the obtaining and paſſing this Act, and after ſuch Payment do and ſhall pay off and diſcharge, or cauſe to be paid off and diſcharged, the ſaid Sum of Three thouſand four hundred and nineteen Pounds Four Shillings and Four-pence, with the Intereſt thereof, and the Coſts of the ſaid Suit ſo decreed as aforeſaid; and the ſaid ſeveral Sums of One thouſand three hundred and ninety Pounds, Three thouſand Pounds, and Six thouſand Pounds, and alſo ſuch other Coſts, Charges, and Expences as aforeſaid to the ſeveral Perſons who are or ſhall be entitled to receive the ſame.

The Receipt of the ſevera Perſons to whom Money due, to be a ſufficient Diſcharge to Purchaſer or Mortgagee.

II. And be it further enacted, That the Receipt and Receipts of the ſeveral Perſons to whom the Monies ariſing by Sale or Mortgage as aforeſaid ſhall be paid purſuant to the Directions of this Act, ſhall be a good and ſufficient Diſcharge to the Purchaſer or Purchaſers, Mortgagee or Mortgagees paying the ſame, for ſo much Money as in ſuch Receipts reſpectively ſhall be expreſſed or acknowledged to be received; and after the giving of ſuch Receipt or Receipts reſpectively, ſuch Purchaſer or Purchaſers, Mortgagee or Mortgagees, or their reſpective Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall not be obliged to ſee to the Application, or be in anywiſe anſwerable or accountable for the Miſ-application or Non-application thereof, or of any Part thereof.

Truſtees enabled to ſell to pay off Mortgages made by them.

III. Provided always, and be it further enacted, That the making any Mortgage or Mortgages in purſuance of the Truſts herein-before contained, ſhall not prevent or hinder the ſaid *Mountifort Longfield* and *John Creaghe*, or the Survivor of them, his Heirs or Aſſigns, from afterwards ſelling all or any Part or Parts of the Premiſes compriſed in the ſaid Schedule, for the Purpoſe of raiſing Monies ſufficient to pay off and diſcharge the Principal Monies which ſhall be ſecured by any ſuch Mortgage or Mortgages; and in caſe of any Sale or Sales ſubſequent to ſuch Mortgage or Mortgages ſo hereafter to be made, the Money ariſing by ſuch Sale or Sales, or a competent Part thereof, ſhall be paid and applied by the Purchaſer or Purchaſers in and for or towards the Diſcharge of ſuch Principal Monies accordingly.

Truſtees to permit and ſuffer the Proprietors to receive the Rents of the Eſtate, ſave as hereinmentioned.

IV. And be it further enacted, That until ſuch Sales as aforeſaid, the ſaid *Mountifort Longfield* and *John Creaghe*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall permit and ſuffer the ſaid Hereditaments and Premiſes hereby veſted as aforeſaid, to be held and enjoyed, and the Rents, Iſſues, and Profits thereof to be had, received, and taken by and for the Benefit of ſuch Perſon or Perſons as would have been entitled thereto reſpectively, and ought to have received the ſame in caſe this Act had not been made, ſave only and except that in caſe

case of any Mortgage or Mortgages being made in virtue of the Trusts aforesaid, a sufficient Part of the Rents and Profits of the same Premises shall be applied in paying and keeping down the Interest of such Mortgage or Mortgages.

Power to the Court of Chancery of *Ireland* to make Orders for the Taxation of the Costs of this Act, and the subsequent Costs attendant thereon.

V. Provided always, That it shall be lawful for the Court of Chancery of *Ireland*, and the said Court is hereby required to make an Order or Orders for taxing and settling the Costs, Charges, and Expences attending the applying for and the obtaining and passing of this Act, and of carrying the Trust thereof into Execution, and for taxing the Costs of the several Applications to be made to the said Court in that Behalf, including the Costs of the Taxation, and in and by any such Order or Orders it shall and may be lawful to and for the said Court of Chancery in *Ireland*, and the said Court is hereby required to direct the Master, to whom the Taxation of the Costs of making such Sales or Mortgages as aforesaid shall be referred, to allow such Costs as he shall think reasonable in respect of the making and perfecting of the Deeds of Sale or Mortgage from Time to Time, although such Taxation shall be made before the actual Execution of the said Deeds of Sale or Mortgage.

Trustees to convey such Parts of the Estates as remain unsold or not mortgaged to the Person thereto entitled, subject to the Uses, &c. of the Deeds of 28th *April* 1781 and 15th *July* 1789.

VI. Provided always, and be it further enacted, That after Monies sufficient for paying and discharging the several Sums of Money, Interest, and Costs herein-before directed to be satisfied, shall have been raised by Sale of any Part or Parts of the Premises comprised in the said Schedule, then and in such Case they the said *Mountifort Longfield* and *John Creghe*, or the Survivor of them, or his Heirs, shall, as soon afterwards as conveniently may be, effectually convey and assure so much and such Part or Parts of the said Premises hereby vested in Trustees as shall remain unsold; or in case Monies sufficient for the Purposes aforesaid shall have been raised by any Mortgage or Mortgages, then do and shall, if thereto required in Writing by the Person for the Time being entitled to the Equity of Redemption of the Premises so to be mortgaged, if such Persons shall be of the Age of Twenty-one Years, convey and assure such of the Premises hereby vested and settled as aforesaid as shall not be mortgaged, and the Equity of Redemption of what shall be mortgaged to, for, and upon, and under and subject to such and so many of the Uses, Trusts, Ends, Intents, and Purposes, Powers, Provisoes, Limitations, Declarations, and Agreements in and by the said recited Indentures of Release of the Twenty-eighth Day of *April* One thousand seven hundred and eighty-one, and the Fifteenth Day of *July* One thousand seven hundred and eighty-nine, limited, expressed, and declared of and concerning the said Premises comprised in the said Schedule, as shall be then existing undetermined and capable of taking Effect.

General Saving.

VII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Fitzgerald*, commonly called *The Knight of Glinn* and the Issue of his Body, and his Heirs, and other than and except the said *Margaretta Maria Fitzgerald*, and all other Persons claiming or to claim under the said recited

cited Indentures of Releaſe of the Twenty-eighth Day of *April* One thouſand ſeven hundred and eighty-one, and the Fifteenth Day of *July* One thouſand ſeven hundred and eighty-nine, and their reſpective Heirs, Executors, and Adminiſtrators), all ſuch Right, Title, Eſtate, and Intereſt at Law and in Equity, as they or any of them had before the paſſing of this Act, or could or might have had, held, and enjoyed in caſe this Act had not been made, of, in, to, or out of all or any of the ſaid Manor, Lands, and Hereditaments hereby veſted and ſettled as aforeſaid.

Publick Act.

VIII. And be it further enacted, That this Act ſhall be and be deemed and taken to be a Publick Act, and ſhall be taken Notice of and allowed as ſuch by all Judges, Juſtices, and other Perſons in all Courts and other Places whatſoever without the ſame being ſpecially pleaded.

The SCHEDULE referred to by the foregoing Act.

DENOMINATIONS.	Number of Acres Irish Plantation Measure.	TENANTS NAMES.	Terms for Lives in being, or Years unexpired from the 25th March 1801.	Yearly Rents, including Receiver's Fees, Irish Currency.	Quit Rent payable to His Majesty, His Heirs and Successors.
				£. s. d.	£. s. d.
Part of Killeny alias Clounsallagh called Killeanymore	575 2 —	Representatives of Daniel O'Bryen deceased –	17 Years –	240 — —	7 6 0¾
Part of the same called Kellenybeg	100 3 30	Mr. James Bourke –	3 Lives –	46 2 6	
Part of Tullery called Lower Tullery –	603 3 20	Mr. Patrick Power –	3 Lives –	117 17 6	4 5 0¾
Part of the same called Upper Tullery	398 0 15	Mr. Carroll Naish –	1 Life –	102 10 —	
Ballygiltinane –	2133 3 —	Mr. John Reidy –	1 Life or 15 Years –	266 10 —	14 9 1
Tullyleige – – –	773 0 20	Let in Two Divisions to Patrick Culhane and Patrick Culhane – –	1 Life or 16 Years	143 10 —	4 17 2
Ballygoghlane – –	599 3 5	Let in Four Divisions to Thomas Wallis, Daniel Mangane, Timothy Mangane, Dennis Mangane, Thomas Mangane, John Culhane, Margaret M'Eniry, Widow, John M'Eniry, Dennis M'Eniry, and Thomas M'Eniry.	1 old Life or 13 Years	126 1 6	4 2 3
	5185 0 10			1,042 11 6	34 19 7½
			Deduct Quit Rent	34 19 7½	
			Clear Yearly Rent above Quit [illegible]	[illegible] 10½	

John Creaghe.

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