ANNO QUADRAGESIMO NONO

GEORGII III. REGIS.

Cap. 168.

An Act for veſting certain Eſtates, late of the Honourable *George Jocelyn* deceaſed, in the County of *Dublin*, in Truſtees, to be ſold, and for laying out the Monies thence ariſing in the Purchaſe of Government Securities, to be ſettled to the ſame Uſes as the Eſtates ſold. [10th *June* 1809.]

WHEREAS, by Indenture of Leaſe and Releaſe, bearing Date reſpectively on or about the Ninth and Tenth Days of *October* One thouſand ſeven hundred and ſixty-four, and made between the Right Honourable *Wills*, late Earl of *Hillſborough*, afterwards Marquis of *Downſhire*, of the one Part, and *Harriett* Counteſs Dowager of *Clanbraſſill* of the other Part, for the Conſiderations therein expreſſed, he, the ſaid *Wills* Earl of *Hillſborough*, did demiſe, grant, and leaſe unto the ſaid *Harriett* Counteſs Dowager of *Clanbraſſill*, all that and thoſe the Dwelling-Houſe, Out-Houſes, and Offices of *Templeoughe*, together with the Garden and Fields then lately in the Occupation of Sir *William Cooper* Baronet, deceaſed, containing Fifteen Acres and twenty Perches, and Eleven Acres and twenty-ſeven Perches, Part of the Lands then lately in the Occupation of *Elizabeth Doyle* Widow, and adjoining thereto, containing in the whole Twenty-ſix Acres, one Rood and ſeven Perches, Plantation Meaſure, ſituate, lying, and being in the Pariſh of *Tallow* and County of *Dublin*, to hold the ſame, with the Appurtenances (except as in the ſaid Indenture of Releaſe is excepted), unto the ſaid *Harriett*, Counteſs Dowager of *Clanbraſſill*, her Heirs and Aſſigns, from the Twenty-ninth Day of *September* then laſt, for the natural

tural Life and Lives of the ſaid *Harriett* Counteſs Dowager of *Clanbraſſill*, His preſent Majeſty King *George* the Third, and his Royal Highneſs the then Duke of *York*, ſince deceaſed, and the Survivors and Survivor of them, and for and during the natural Life and Lives of ſuch other Perſon and Perſons as by virtue of the ſaid Indenture, and the ſeveral Covenants and Clauſes for perpetual Renewal therein contained, ſhould from Time to Time ſucceſſively, and for ever be added to the Time and Term of the ſaid Demiſe, at and under the Yearly Rent of One hundred and thirty-three Pounds ten Shillings and three Pence Sterling, payable Half Yearly as therein mentioned, in which ſaid Indenture of Releaſe is contained a Covenant for perpetual Renewal, on Payment of the Sum of Sixty-ſix Pounds fifteen Shillings and one Penny half Penny as a Fine on the Fall of each Life: And whereas by Indenture of Renewal, bearing Date on or about the Thirtieth Day of *October*, One thouſand ſeven hundred and ſixty-ſeven, and made between the ſaid *Wills* Earl of *Hillſborough* of the one Part, and the ſaid Counteſs Dowager of *Clanbraſſill* of the other Part, he the ſaid Earl of *Hillſborough* in purſuance and Execution of the ſaid Covenant, for Renewal in the ſaid recited Indenture of Releaſe contained, did add and inſert the Life of his Grace *Auguſtus* Duke of *Grafton*, to the Time and Term of the ſaid Demiſe, in the Place and Stead of the Life of his ſaid Royal Highneſs the Duke of *York* then deceaſed, and the ſaid Earl of *Hillſborough* did releaſe and confirm unto the ſaid Counteſs Dowager of *Clanbraſſill*, her Heirs and Aſſigns, all that and thoſe the aforeſaid Dwelling-Houſe, Lands, and Hereditaments, comprized in the ſaid recited Indentures of Leaſe and Releaſe, with the Appurtenances to hold the ſame, unto the ſaid *Harriett* Counteſs Dowager of *Clanbraſſill*, her Heirs and Aſſigns, for and during the Life and Lives of the ſaid *Harriett* Counteſs Dowager of *Clanbraſſill*, and of His preſent Majeſty King *George* the Third, and of the ſaid *Auguſtus* Duke of *Grafton*, and the Lives and Life of the Survivors and Survivor of them, and for and during the natural Life and Lives of ſuch other Perſon and Perſons as ſhould from Time to Time ſucceſſively and for ever be added to the Time and Term of the ſaid Demiſe, according to the true Intent and Meaning of the ſaid recited Indentures of Releaſe, and of the Covenant for Renewals in the ſaid Indenture of Releaſe contained, ſubject to the Yearly Rent Fines for Renewal Covenants and Agreements in the ſaid recited Indenture of Releaſe reſerved and contained: And whereas the Fee-ſimple and Inheritance of the ſaid Dwelling-Houſe, Hereditaments, and Premiſes, comprized in the ſaid recited Indentures, afterwards became veſted (ſubject to the ſaid Indenture of Leaſe) in *Alexander Jaffray* Eſquire: And whereas the ſaid Counteſs Dowager of *Clanbraſſill*, duly made and publiſhed her laſt Will and Teſtament in Writing, bearing Date on or about the Twenty-ſixth Day of *June*, One thouſand ſeven hundred and eighty-nine, and thereby gave to her Daughter *Anne* Counteſs of *Roden* (the then Wife of *Robert* late Earl of *Roden*) her ſaid Houſe and Lands of *Templeoughe*, and after the Deceaſe of the ſaid *Anne* Counteſs of *Roden*, ſhe thereby deſired that the ſame might go to her Grandſon, the Honourable *George Jocelyn* (Second Son of the ſaid *Anne* Counteſs of *Roden*) for ever; and the ſaid Teſtatrix appointed the ſaid *Anne* Counteſs of *Roden* ſole Executrix of her ſaid Will, and afterwards died, ſome time in the Year One thouſand ſeven hundred and ninety-two, without revoking or altering her ſaid Will, as to the Diſpoſition of the ſaid Hereditaments and Premiſes;

and the ſaid *Anne* Counteſs of *Roden* afterwards in ſaid Year duly proved the ſaid Will in His Majeſty's Court of Prerogative in *Ireland*: And whereas by Indenture of Renewal, bearing Date on or about the Thirtieth Day of *July*, One thouſand ſeven hundred and ninety-two, and made between the ſaid *Alexander Jaffray* of the one Part, and the ſaid Counteſs of *Roden*, and the ſaid *George Jocelyn* of the other Part, after reciting among other Things that the ſaid Counteſs Dowager of *Clanbraſſill*, one of the Ceſtuiquivies in the ſaid Leaſe named, was then dead, and that the ſaid *George Jocelyn* named the Life of the Honourable *Thomaſine Cole Jocelyn* his Wife, in her Place, it is witneſſed, that in purſuance of the Covenant for Renewal, in the ſaid firſt recited Indenture of Releaſe contained for that Purpoſe, he the ſaid *Alexander Jaffray* did demiſe, releaſe, and confirm unto the ſaid Counteſs of *Roden* and *George Jocelyn*, all and ſingular the ſaid Meſſuage, Lands, and Hereditaments comprized in the ſaid recited Indentures with the Appurtenances, to hold the ſame unto the ſaid Counteſs of *Roden* and *George Jocelyn* and their Heirs, for and during the Lives of His preſent Majeſty King *George* the Third, the ſaid *Auguſtus* Duke of *Grafton*, and the ſaid *Thomaſine Cole Jocelyn* the Wife of the ſaid *George Jocelyn*, and the Survivors and Survivor of them under and ſubject to the ſame Rent, Covenants, Conditions. and Agreements, as in the ſaid firſt recited Indenture of Releaſe is contained: And whereas by Indenture of Aſſignment, bearing Date on or about the Firſt Day of *Auguſt*, One thouſand ſeven hundred and ninety-two, and made between the ſaid Earl of *Roden* and the ſaid Counteſs of *Roden* his Wife of the one Part, and the ſaid *George Jocelyn* of the other Part, they the ſaid *Robert* Earl of *Roden* and Counteſs of *Roden*, according to their reſpective Eſtates and Intereſts, did give, grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid *George Jocelyn* his Heirs and Aſſigns, all that and thoſe the aforeſaid Dwelling-Houſe, Hereditaments, and Premiſes comprized in the ſaid recited Indentures with the Appurtenances, to hold the ſame unto the ſaid *George Jocelyn*, his Heirs and Aſſigns, for and during the natural Life and Lives of His ſaid Majeſty King *George* the Third, the ſaid *Auguſtus* Duke of *Grafton*, and *Thomaſine Cole Jocelyn*, and the Life and Lives of the Survivors and Survivor of them, and for and during the natural Life and Lives of ſuch other Perſon or Perſons, as ſhould from Time to Time ſucceſſively and for ever be added to the Term of the ſaid Demiſe, purſuant to the Covenant for Renewal in the ſaid firſt recited Indenture of Releaſe contained, and ſubject nevertheleſs to the Yearly Rent Fines, for Renewal, Covenants, and Agreements in the ſaid firſt recited Indenture of Releaſe referved and contained: And whereas the ſaid *George Jocelyn* in the Year One thouſand ſeven hundred and ninety-two, entered into Poſſeſſion of the ſaid Hereditaments and Premiſes at *Templeoughe* aforeſaid, and continued in Poſſeſſion thereof until his Death, which happened in or about the Tenth Day of *April*, One thouſand ſeven hundred and ninety-eight: And whereas the ſaid *George Jocelyn* died inteſtate, as to his Real Eſtates, which, upon his Deceaſe, deſcended upon his Six Daughters by his ſaid Wife, *Thomaſine Cole Jocelyn*, as his Co-heireſſes at Law; (viz.) *Harriett Jocelyn*, *Georgina Jocelyn*, *Louiſa Joan Jocelyn*, *Sophia Mary Jocelyn*, *Anne Jocelyn*, and *Thomaſine Jocelyn*, who are all now Infants, under the Age of Twenty-one Years: And whereas the ſaid *Thomaſine Cole Jocelyn* hath lately been appointed by the High Court of Chancery, of *Ireland*, Guardian to her ſaid Infant Children: And

whereas

whereas the ſaid Eſtate, comprized in the ſaid recited Indentures, late of the ſaid *George Jocelyn*, deceaſed, and more particularly deſcribed in the Schedule to this Act annexed, would, on account of its Situation, if now ſold, fetch a conſiderable Sum of Money; and it would be greatly to the Benefit and Advantage of the ſeveral Infant Daughters of the ſaid *George Jocelyn*, intereſted in the ſame Eſtates, that the ſame ſhould be veſted in Truſtees, in Truſt, to be ſold, and the clear Monies thence ariſing laid out, under the Direction of the ſaid Court of Chancery, in the Purchaſe of *Iriſh* Government Securities, to go and be applied in like Manner as the ſaid Eſtates and the Rents and Profits thereof would have gone, in caſe ſuch Eſtates had remained unſold; but, by reaſon of the Infancy of the ſaid ſeveral Daughters of the ſaid *George Jocelyn* and *Thomaſine Cole Jocelyn*, his now Widow, the ſame cannot be effected without the Aid and Authority of Parliament: Wherefore your Majeſty's moſt dutiful and loyal Subject, the ſaid *Thomaſine Cole Jocelyn*, on behalf of her ſaid Six Infant Children, 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 all and ſingular the ſaid Meſſuage or Tenement, and Dwelling-Houſe, Lands and Hereditaments, late the Eſtate of the ſaid *George Jocelyn*, deceaſed, and comprized in the ſaid ſeveral recited Indentures, as aforeſaid, ſituate, lying, and being in the Pariſh of *Tallagh*, (in the ſaid recited Indenture called *Tallow*), and County of *Dublin* aforeſaid, and more particularly mentioned and deſcribed in the ſaid Schedule to this Act annexed, together with their reſpective Rights, Members and Appurtenances, ſhall, from and immediately after the paſſing of this Act, be veſted in the Honourable and Reverend *Percy Jocelyn*, of *Creggan*, in the County of *Armagh*, and *John Metge*, of *Athlumny*, in the County of *Meath*, Eſquire, and their Heirs and Aſſigns, for all ſuch Eſtate, Term, and Intereſt as are now ſubſiſting therein, under and by virtue of the ſaid recited Indentures, or any of them, with all Benefit and Advantage of the Covenants for perpetual Renewal of the ſame Premiſes therein contained, but ſubject, nevertheleſs, to the Payment of the Rent, and Performance of the Covenants thereby reſerved and contained, upon Truſt, nevertheleſs, that they, the ſaid *Percy Jocelyn* and *John Metge*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, do and ſhall, as ſoon as conveniently may be, make Sale, and diſpoſe of the ſaid Hereditaments and Premiſes, unto any Perſon or Perſons whatſoever, either together or in Lots, and by Public Auction or Private Contract, for the beſt Price or Prices in Money that can be obtained or reaſonably had for the ſame; and, upon the Payment of the Monies in the Manner hereinafter mentioned, for which the ſame Premiſes, or any Part or Parts thereof, ſhall be ſold as aforeſaid, do and ſhall convey and aſſure the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſes, ſo to be ſold, with their reſpective Appurtenances, unto and to the Uſe of the Purchaſer or reſpective Purchaſers thereof, and his, her, or their Heirs and Aſſigns, or to ſuch Uſes as he, ſhe, or they ſhall direct, freed and diſcharged from all Claims and Demands whatſoever of the ſaid Six Infant Daughters, or Heireſſes at Law of the ſaid *George Jocelyn*, deceaſed, and their ſeveral and reſpective Heirs and Aſſigns, and all and every other Perſon and Perſons claiming through, for, or under them, or any of them.

Veſting the Eſtate of Mr. Jocelyn, in Truſtees for Sale.

II. And

Money to be paid into the Bank of Ireland.

II. And be it further enacted, That the Money to arise by the Sale of the Hereditaments and Premises, so directed to be sold as aforesaid, shall be paid by the Purchaser or Purchasers thereof without Fee or Reward into the Bank of *Ireland*, with the Privity of the Accountant-General of the High Court of Chancery in *Ireland*, to be placed to his Account there, *ex parte* the Purchaser or Purchasers of certain Estates late the Property of *George Jocelyn*, deceased, pursuant to the Method prescribed by the *Irish* Statute of the Twenty-third and Twenty-fourth Years of the Reign of His present Majesty King *George* the Third, Chapter Twenty-second, and the general Orders of the said Court; and the Certificate or Certificates of the said Accountant-General of the High Court of Chancery of the Payment into the Bank of *Ireland* by the Purchaser or Purchasers of the Hereditaments hereby directed to be sold of his, her, or their Purchase Money respectively, together with the Receipt or Receipts of One of the Cashiers of the Bank to be thereto annexed and therewith filed with the Clerk of the Reports of the said Court of Chancery, shall from Time to Time be a sufficient Release and Discharge to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, or Assigns, for the said Purchase Money, or for so much thereof for which such Certificate or Certificates, Receipt or Receipts shall be respectively given; and, after filing such Certificate or Certificates, and Receipt or Receipts of the Cashier of the Bank as aforesaid such Purchaser or Purchasers, and his, her, or their Heirs, Executors, or Administrators shall be absolutely acquitted, and discharged of and from the said Monies, and shall not be obliged to see to the Application of such Money, or any Part thereof.

Monies before Purchase made to be invested in Irish Stocks.

III. And be it further enacted, That the said Purchase Monies so directed to be paid into the Bank of *Ireland* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied for the Payment of Costs and Expences according to the Provisions hereinafter contained, shall, by Order of the said Court of Chancery, upon a Petition to be preferred in a summary Way by the said Trustees, or the Trustees or Trustee for the Time being, from Time to Time be laid out in the Purchase of *Irish* Government Debentures, or *Irish* Government Stock, or other Government Securities, with the Privity of the said Accountant-General of the said Court; and all the said Debentures and Stock or other Government Security shall be deposited or transferred in the said Bank in the Name of the said Accountant-General; and in the mean Time, and until the said Debentures, Government Stock, or other Government Security shall be ordered by the said Court to be sold for the Purposes hereinafter-mentioned, the Dividends, Interest, or annual Produce of such Debentures, Stock, and Securities respectively shall from Time to Time be paid by, or with the Privity of the said Accountant-General to such Trustees or Trustee for the Time being as aforesaid, or any one of them, and by them or him applied and disposed of in such and the same Manner, in all respects as the Rents and Profits of the Hereditaments and Premises, by Sale whereof the Money invested in such Securities respectively, arose, were, or ought to have been applied, if this Act had not been made.

Court of Chancery to make Or-

IV. Provided also and it is hereby further enacted and declared, That it shall be lawful for the said Court of Chancery, from Time to Time

ders respecting the same.

Time to make such Orders as the said Court shall think proper, for taxing or settling the Costs and Expences, to be incurred in soliciting and obtaining this Act, and making the several Applications to be made to the said Court in pursuance thereof, and making and completing the Sales of the several Lands and other Hereditaments hereby made saleable as aforesaid, and by vesting all or any of the Monies which in pursuance of this Act shall be paid into the Bank of *Ireland* as aforesaid, in the Purchase or Sale of such Debentures, Stock, or Securities respectively, according to the Directions before given, or otherwise for carrying the Trusts and Purposes of this Act into Effect, and also for the Payment of such Costs and Expences, as to the said Court shall seem fit, out of the Monies to arise by any Sale or Sales, to be made in pursuance of this Act.

Court of Chancery may direct Monies to be paid over to Persons entitled.

V. And be it further enacted, That it shall and may be lawful to and for the said High Court of Chancery, upon a Petition to be preferred by the said Trustees, or the Trustees or Trustee for the Time being, in a summary Way from Time to Time, to order and direct, if the said Court shall think fit, all or any Part or Parts of the said *Irish* Government Debentures, Stock, or Securities respectively, so directed to be purchased as aforesaid, to be sold and the Monies thence arising to be paid, transferred, and made over unto such Person or Persons as would for the Time being have been entitled to the Hereditaments and Premises herein directed to be sold, in case the same had remained unsold and undisposed of, according and in Proportion to his, her, or their Share or Shares therein.

Rents to be received by Persons entitled.

VI. Provided also, and be it further enacted, That in the mean Time, and until such Sale or Sales as aforesaid shall be made of the said Hereditaments and Premises, hereby vested in Trust as aforesaid, the said *Percy Jocelyn* and *John Metge*, or the Survivor of them, his Heirs or Assigns, shall permit and suffer the Rents and Profits of the said Hereditaments and Premises to be received by the Person or Persons who would have been entitled to have received such Rents and Profits, if this Act had not been made.

New Trustees.

VII. And be it further enacted, That in case the said *Percy Jocelyn* and *John Metge*, or either of them, or any Trustee or Trustees to be appointed, as hereafter is mentioned, shall happen to die, or be desirous to be discharged or decline to act, or become incapable of acting in the Trusts hereby in them reposed, then and in such Case, and when and so often as it shall so happen, the surviving or other Trustees, or Trustee for the Time being, shall, with the Approbation of the Court of Chancery, to be obtained on a Petition to be presented, in a summary Way, nominate and appoint some other Person or Persons to be a Trustee, or Trustees, in the Place and Stead of him or them so dying, desiring to be discharged, declining to act, or becoming incapable of acting as aforesaid; and when and so often as any new Trustee or Trustees shall be so nominated and appointed as aforesaid, all and every the Powers and Authorities by this Act given shall be vested in, and all and every the Trust Estate and Effects shall be conveyed, assigned and transferred, so as that the same may be legally and effectually vested in such new Trustee or Trustees, in Conjunction with the surviving or continuing Trustees or Trustee, or in such

ſuch new Truſtee or Truſtees only, as the Caſe may be, upon the ſame Truſts as are hereinbefore declared concerning the ſame; and that all and every ſuch new Truſtee or Truſtees ſhall and may have, and exerciſe and act in the Execution of the Truſts and Powers aforeſaid in ſuch and the ſame Manner as if originally named and appointed by this Act, any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

Truſtees not to be anſwerable one for another nor for Loſs.

VIII. And be it further enacted, That the ſaid *Percy Jocelyn* and *John Metge*, or any future Truſtee or Truſtees to be appointed as hereinbefore is mentioned, or any of them, their, or any of their Heirs, Executors, or Adminiſtrators, ſhall not be anſwerable one for the other, or for the Acts, Deeds, Receipts, Neglects, or Defaults, of the other of them, but each and every of them for his own Acts, Deeds, Receipts, Neglects, and Defaults only, nor for any more of the ſaid Truſt Monies than what ſhall actually come to their Hands reſpectively; nor for any Loſs which may happen thereto or otherwiſe, in the Execution of the ſaid Truſts, unleſs the ſame ſhall happen by or through their own wilful Default reſpectively, and that they, each and every of them, ſhall and may, out of the Monies which ſhall come to their or his Hands by virtue of the Truſts aforeſaid, retain to and reimburſe themſelves or himſelf all ſuch Coſts, Charges, Damages, and Expences, as they, any, or either of them, ſhall or may bear, ſuſtain, expend, or be put unto, for or by Reaſon of the Truſts hereby in them repoſed, or in or about the Management or Execution thereof.

General Saving.

IX. Saving always to the King's Moſt Excellent Majeſty, His Heirs, and Succeſſors, and to all and every other Perſon or Perſons, Bodies, Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns, (other than and except all and every the Daughter and Daughters of the ſaid *George Jocelyn* deceaſed, and their reſpective Heirs and Aſſigns, and all and every other Perſon and Perſons claiming through or under them, or any of them,) all the Eſtate, Right, Title, Intereſt, Property, Claim, and Demand, whatſoever, which they or any of them had, held, and enjoyed before the paſſing of this Act, or could or might have had, held, or enjoyed, of, in, to, or out of the ſaid Hereditaments and Premiſes hereby veſted in Truſt as aforeſaid, in caſe this Act had not been made.

Act to be printed by King's Printer.

X. And be it further enacted, That this Act ſhall be printed by the Printer to the KING's Moſt Excellent Majeſty, and a Copy thereof ſo printed ſhall be admitted as Evidence thereof, by all Judges, Juſtices, and others.

The

The SCHEDULE to which the foregoing Act refers.

	Quantity of Acres:			Tenant.	Yearly Rent.
	A.	R.	P.		£ s. d.
Messuage, or Dwelling-House and Lands, called *Templeoughe*, situate in the Parish of *Tallow*, in the County of *Dublin*.	26	1	7	John Orr	133 10 3

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