ANNO QUINQUAGESIMO TERTIO

# GEORGII III. REGIS.

## *Cap.* 196.

An Act for veſting the ſettled Eſtates of *Edward Lee* Eſquire and *Elizabeth* his Wife, in the Counties of *Waterford* and *Dublin*, and in the County of the City of *Dublin*, in Truſtees to be ſold, and for laying out the Monies thence ariſing in the Purchaſe of other Eſtates to be ſettled to the ſame Uſes as the Eſtates ſo ſold. [2d *July* 1813.]

Recital of Indentures of Leaſe and Releaſe of the 10th and 11th of October 1798.

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Tenth and Eleventh Days of *October* One thouſand ſeven hundred and ninety-eight, the Releaſe of Four Parts, and expreſſed to be made between *Edward Lee* Eſquire of the Firſt Part; *Elizabeth Lee* (then *Elizabeth Gardiner* Spinſter, one of the Daughters of *Sackville Gardiner*, then late of the City of *Dublin* Eſquire, and one of the Co-heirs of *Luke Gardiner*, then late of the ſame City) of the Second Part; *John Congreve* Junior and *Charles Oſborne* Eſquires, of the Third Part; and *Frederick John Falkiner* and *William Gregory* Eſquires of the Fourth Part, (being the Settlement of the real Eſtates of the ſaid *Edward Lee*, made previouſly to his Marriage with the ſaid *Elizabeth Lee*, his now Wife); in Conſideration of the ſaid then intended Marriage, and for other Conſiderations, the ſaid *Edward Lee* did grant, bargain, ſell, releaſe, and confirm unto the ſaid *John Congreve* Junior, and *Charles Oſborne*, and to their Heirs, all that and thoſe the Towns and Lands of *Upper Ballencur*, and alſo all that and thoſe his the ſaid *Edward Lee*'s undivided Moiety of and in *Glinanore*, *Lower Ballencur*, *Killiſhalls*, *Killiſhall Mill*, *Glinavodra*, *Weſt Ballilemon*, *Knock-*

*Knocknecroihy*, *Shanakil*, *Booley*, and *Booleycloihy* Towns and Lands with the Appurtenances ſituate in the County of *Waterford* (being the Hereditaments comprized in the Firſt Schedule to this Act annexed): to hold the ſame unto the ſaid *John Congreve* Junior and *Charles Oſborne*, and the Survivor of them, and to the Heirs and Aſſigns of ſuch Survivor, to ſuch Uſes, and upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are therein expreſſed and declared, and hereinafter in Part mentioned of and concerning the ſame, (that is to ſay) to the Uſe of the ſaid *Edward Lee* and his Heirs and Aſſigns until the Solemnization of the ſaid then intended Marriage, and after the Solemnization thereof, to the Uſe of the ſaid *Edward Lee* for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid *John Congreve* Junior and *Charles Oſborne*, and their Heirs during his Life upon Truſt, to preſerve the contingent Remainders; Remainder upon Truſt to permit the ſaid *Elizabeth Lee* and her Aſſigns, to receive and take out of the Rents, Iſſues, and Profits thereof for her Life, one Annuity or yearly Rent Charge of Two hundred Pounds Sterling (which together with ſuch other Proviſion as is contained in the Settlement hereinafter recited), to be in the Name of her Jointure, and in bar of Dower, with the uſual Powers of Diſtreſs and Entry when the ſaid Annuity or yearly Rent Charge ſhould be in Arrear; and it was by the ſaid Indenture of Releaſe now in Recital, declared that in caſe the ſaid *Edward Lee* ſhould happen to depart this Life before the ſaid *Elizabeth Lee*, that then the Reſidue of the Rents, Iſſues, and Profits of all and every the ſaid Towns, Lands, and Premiſes, ſhould ſtand and be charged with a further groſs Sum of Two hundred Pounds Sterling, the ſame to be paid thereout to the ſaid *Elizabeth Lee* or her Aſſigns in Thirty-one Days after the Deceaſe of the ſaid *Edward Lee*; and that the ſaid *Elizabeth Lee* ſhould have the ſame Remedy for the Recovery of the ſaid groſs Sum of Two hundred Pounds Sterling as was thereby given and granted to her for the Recovery of her ſaid Jointure of Two hundred Pounds Sterling; and as to the ſaid Towns, Lands, and Premiſes, from and immediately after the Death of the ſaid *Edward Lee* charged and chargeable as aforeſaid, to the Uſe of the ſaid *Frederick John Falkiner* and *William Gregory*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Two hundred Years from thence next enſuing, upon the Truſts thereinafter mentioned; and after the End or other ſooner Determination of the ſaid Term of Two hundred Years, and ſubject thereto, to the Uſe of the firſt and other Sons of the ſaid *Edward Lee* by the ſaid *Elizabeth Lee* ſucceſſively in Tail Male; and for Default of ſuch Iſſue to the Uſe of the Heirs and Aſſigns of the ſaid *Edward Lee* for ever; and as to the ſaid Term of Two hundred Years thereinbefore limited to the ſaid *Frederick John Falkiner* and *William Gregory* as aforeſaid, it was thereby declared that the ſame was ſo limited to them upon Truſt for better ſecuring the ſaid Annuity or yearly Rent Charge, or Sum of Two hundred Pounds, and the ſaid groſs Sum of Two hundred Pounds Sterling; and upon further Truſt, that in caſe it ſhould happen that there ſhould be an eldeſt or only Son, and one or more younger Child or Children, Son or Sons, Daughter or Daughters of the ſaid *Edward Lee* by the ſaid *Elizabeth Lee*, born in his Lifetime, or after his Death; or in caſe the ſaid *Edward Lee* ſhould not have any Iſſue Male, but ſhould have Iſſue one or more Daughter or Daughters by the ſaid *Elizabeth Lee*, that they the ſaid *Frederick John Falkiner* and *William Gregory*, their Executors, Adminiſtrators, and Aſſigns, ſhould, by the Ways and Means therein men-

tioned, raiſe thereout the Sum of Three thouſand Pounds for the Portions of ſuch younger Children to be paid to them at ſuch Ages, Days, and Times, and in ſuch Manner as therein mentioned: And whereas, by other Indentures of Leaſe and Releaſe, bearing Date reſpectively the ſaid Tenth and Eleventh Days of October One thouſand ſeven hundred and ninety-eight, the Releaſe of Four Parts, and expreſſed to be made between the ſaid *Elizabeth Lee* (then *Elizabeth Gardiner* Spinſter) of the Firſt Part; the ſaid *Edward Lee* of the Second Part; the ſaid *Frederick John Falkiner* and *William Gregory* of the Third Part; and the ſaid *John Congreve* Junior and *Charles Oſborne* of the Fourth Part, (being the Settlement of the real Eſtates of the ſaid *Elizabeth Lee* previouſly to her Marriage with the ſaid *Edward Lee*); in Conſideration of the ſaid then intended Marriage and for other Conſiderations the ſaid *Elizabeth Lee* did grant, bargain, ſell, releaſe, and confirm unto the ſaid *Frederick John Falkiner* and *William Gregory* and to their Heirs, all that her One undivided Third Part of all and ſingular the thereinbefore recited Meſſuages, Houſes, Lots of Ground, Land, Tenements, Hereditaments, and Premiſes ſituate in the Counties of *Dublin*, *Wicklow*, and *Meath*, and County of the City of *Dublin*, with the Appurtenances (whereof the Hereditaments comprized in the Second Schedule to this Act annexed are Part and Parcel) to hold the ſame unto the ſaid *Frederick John Falkiner* and *William Gregory*, to ſuch Uſes upon ſuch Truſts, and for ſuch Intents and Purpoſes as are therein expreſſed and declared, and hereinafter in Part mentioned of and concerning the ſame, (that is to ſay) to the Uſe of the ſaid *Frederick John Falkiner* and *William Gregory*, and their Heirs upon Truſt, that they, or the Survivor of them and his Heirs, ſhould, with all convenient Speed after the Date thereof, with the Conſent of the ſaid *Edward Lee* and the ſaid *Elizabeth Lee*, or the Survivor of them, or his or her Heirs, by a Demiſe, Sale, or Mortgage of the One undivided third Part of the Lands, Tenements, Hereditaments, and Premiſes thereinbefore mentioned, or of a competent Part thereof, levy and raiſe as much Money as ſhould be ſufficient to pay and ſatisfy the neceſſary Expences of the Execution of the Truſts thereby repoſed in them; and alſo one-third Part of the principal Sum and Sums of Money mentioned in the Schedule to thoſe Preſents annexed, together with one-third Part of all Intereſt and Coſt due and to grow due on the ſaid principal Sums, and apply the Money to be levied and raiſed accordingly: And as to the Reſidue of the ſaid one undivided third Part of the ſaid Lands, Tenements, and Hereditaments, which ſhould not be ſold for the Purpoſes aforeſaid, and as to the Equity of Redemption of ſuch Part and Parts thereof as ſhould be mortgaged for the Purpoſes aforeſaid, in Truſt for and to the Uſe of the ſaid *Edward Lee* and his Aſſigns, for his Life without Impeachment of Waſte; Remainder in Truſt for and to the Uſe of the ſaid *Elizabeth Lee* and her Aſſigns for her Life, without Impeachment of Waſte, for her Jointure, and which with the Proviſion made for her by the ſaid recited Settlement, was to be in bar of her Dower; with Remainder to the Uſe of the ſaid *Frederick John Falkiner* and *William Gregory*, and the Survivor of them and his Heirs, during the reſpective Lives of the ſaid *Edward Lee* and the ſaid *Elizabeth Lee*, in Truſt to preſerve the contingent Remainders; Remainder to the Uſe of the ſaid *John Congreve* Junior and *Charles Oſborne*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Two hundred Years from thence next enſuing, upon the Truſts thereinafter mentioned, and after the Expiration, or other ſooner Determination

Recital of other Indentures of Leaſe and Releaſe of 10th and 11th October 1798.

nation of the ſaid Term, and in the mean Time ſubject thereto, then in Truſt for and to the Uſe of the firſt and other Sons of the ſaid *Edward Lee* by the ſaid *Elizabeth Lee* ſucceſſively in Tail Male; Remainder in Truſt for and to the Uſe of all the Daughters of the ſaid *Edward Lee* by the ſaid *Elizabeth Lee* as Tenants in common in Tail general, with Croſs-Remainders between them and their Iſſue as Tenants in common in Tail general; with Remainder in Truſt for and to the Uſe of the ſaid *Elizabeth Lee*, her Heirs and Aſſigns for ever; and as to the ſaid Term of Two hundred Years thereinbefore limited to the ſaid *John Congreve* Junior and *Charles Oſborne*, their Executors, Adminiſtrators, and Aſſigns, it was thereby declared that the ſame was ſo limited to them upon Truſt, in caſe the ſaid *Edward Lee* ſhould have Iſſue by the ſaid *Elizabeth Lee*, one Son, and alſo one or more younger Son or Sons, Daughter or Daughters, that they the ſaid *John Congreve* Junior and *Charles Oſborne*, and the Survivor of them, his Executors, Adminiſtrators, and Aſſigns, ſhould by the Ways and Means therein mentioned, levy and raiſe thereout the Sum of Three thouſand Pounds Sterling, as additional Portions for ſuch younger Children, to be paid to them at ſuch Ages, Days, and Times, and in ſuch Manner as therein mentioned: And whereas the ſaid *Edward Lee*, in the Month of *October* One thouſand ſeven hundred and ninety-eight, intermarried with the ſaid *Elizabeth Lee* his now Wife, and hath Iſſue by her now living five Children, *videlicet*, *Harriet Lee*, *Mary Ann Lee*, *Emily Lee*, *Sackville Uſher Bolton Lee*, and *Edward Lee*, all now Infants under the Age of Twenty-one Years: And whereas the ſaid *Frederick John Falkiner* and *William Gregory*, as ſuch Truſtees as aforeſaid, have, purſuant to the Truſts of the ſaid ſecondly recited Indenture of Releaſe and Settlement, ſold Part of the ſaid Eſtates therein comprized, and have applied the Monies thence ariſing (after Payment of the Coſts and Expences attending ſuch Sale, and the Truſts thereby in them repoſed) in paying off one-third Part of the principal Sums of Money ſpecified in the Schedule to the ſame Indenture annexed, and of the Intereſt thereon: And whereas the ſaid Eſtates reſpectively deſcribed in the ſaid Two ſeveral recited Indentures of Settlement, being for the moſt Part held in undivided Shares, and now ſet on Leaſes for ever, the ſame is attended with great Inconvenience to the ſeveral Parties intereſted therein; and the ſaid *Edward Lee* and *Elizabeth Lee* his Wife being well ſatisfied that it would be of Benefit and Advantage to their Children claiming under the Limitations contained in the ſame Indentures, are therefore deſirous that the ſaid undivided Parts and Shares, and Hereditaments of him the ſaid *Edward Lee*, as alſo the ſaid Lands of *Upper Ballencur*, all of which are comprized in the ſaid firſt recited Indenture of Settlement, and more particularly deſcribed and comprized in the ſaid Firſt Schedule to this Act annexed; as alſo the ſaid undivided Parts or Shares of her the ſaid *Elizabeth Lee* comprized in the ſaid ſeverally recited Indentures of Settlement, and now remaining unſold, and more particularly deſcribed and comprized in the ſaid Second Schedule to this Act annexed, may be veſted in Truſtees, in Truſt, to be ſold, freed, and diſcharged, from the Uſes and Truſts of the ſame Indentures reſpectively, and that the clear Monies thence ariſing, may be laid out under the Direction of the High Court of Chancery of *England* in the Purchaſe of other Eſtates, to be ſettled to the ſubſiſting Uſes of the ſame Settlements reſpectively: But as the ſame, by Reaſon of the Limitations therein reſpectively contained, cannot be effected without the Aid and Authority of Parliament; Therefore your moſt dutiful and loyal Subjects,

Recital of Mr. and Mrs. Lee's Marriage and their Iſſue.

Recital that Part of Mrs. Lee's Eſtates have been ſold to pay off Incumbrances.

Expediency of Sale of the remaining ſettled Eſtates.

Subjects, the ſaid *Edward Lee* and *Elizabeth Lee* his Wife, on behalf of themſelves and their ſaid Infant Children the ſaid *Harriet Lee*, *Mary Ann Lee*, *Emily Lee*, *Sackville Uſher Bolton Lee*, and *Edward Lee*, 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 Town and Lands of *Upper Ballencur*, and alſo that the ſaid undivided Moiety or half Part of him the ſaid *Edward Lee*, of and in the ſeveral Towns, Lands, and Hereditaments of *Glinanore*, *Lower Ballencur*, *Killiſhalls*, *Killiſhall Mill*, *Glinavodra*, *Weſt Ballilemon*, *Knocknecroihy*, *Shanakil*, *Booley*, and *Booley-cloihy*, ſituate, lying, and being in the ſaid County of *Waterford*, and comprized in the ſaid firſt recited Indenture of Releaſe and Settlement, and more particularly deſcribed and comprized in the ſaid Firſt Schedule to this Act annexed, with their reſpective Rights, Members, and Appurtenances; and alſo all that the ſaid undivided third Part or Share of her the ſaid *Elizabeth Lee*, of and in the Meſſuages, Houſes, Lots of Ground, Lands, Tenements, and Hereditaments, now remaining unſold, ſituate, lying, and being in the ſaid County of *Dublin*, and County of the ſaid City of *Dublin*, and comprized in the ſaid ſecondly recited Indenture of Releaſe and Settlement, and more particularly deſcribed and comprized in the ſaid Second Schedule to this Act annexed, with their reſpective Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof reſpectively, ſhall from and immediately after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby reſpectively veſted in and ſettled upon the Honourable and Right Reverend *Power* Lord Biſhop of *Elphin* and *Thomas Sherrard* Eſquire of *Bleſſington Street* in the City of *Dublin*, their Heirs and Aſſigns, to the only proper Uſe and Behoof of them the ſaid *Power* Lord Biſhop of *Elphin* and *Thomas Sherrard*, their Heirs and Aſſigns for ever, freed and abſolutely acquitted, exonerated, and diſcharged of and from all and every the Uſes, Truſts, Powers, Limitations, Proviſoes, Declarations, and Agreements in and by the ſaid two ſeveral recited Indentures of Releaſe and Settlement expreſſed, declared, and contained of and concerning the ſame reſpectively, upon the Truſts nevertheleſs, and to and for the Ends, Intents, and Purpoſes hereinafter expreſſed and declared, of and concerning the ſame, (that is to ſay) upon Truſt, that they the ſaid *Power* Lord Biſhop of *Elphin* and *Thomas Sherrard*, or the Survivor of them, or the Heirs and Aſſigns of ſuch Survivor, do and ſhall as ſoon as conveniently may be, with the Conſent and Approbation of the ſaid *Edward Lee* and *Elizabeth Lee* his Wife, or of the Survivor of them, and after both their Deaths, with the Conſent and Approbation of the Perſon or Perſons for the Time being, entitled in Poſſeſſion, by virtue of the Limitations contained in the ſaid Settlements, to the ſaid Hereditaments and Premiſes, and of the Rents and Profits thereof, or of the Guardian or Guardians of ſuch Perſon or Perſons, being an Infant or Infants, make ſale and diſpoſe of the ſaid Lands of *Ballencur*, and alſo the ſaid undivided Parts and Shares, Town Lands and Hereditaments hereby veſted in them, as aforeſaid, or any Part or Parts thereof, by Public Auction or Sale, or Private Contract, and together or in Parcels, unto any Perſon or Perſons, who ſhall or may be willing to become the Purchaſer or

The Eſtates in the Two Settlements remaining unſold, veſted in Truſtees for Sale.

Upon Truſt to be ſold with ſuch Conſent as herein mentioned.

Purchaſers thereof, for the beſt Price or Prices that can be reaſonably had or gotten for the ſame; and on Payment into the Bank of *England*, in Manner hereinafter mentioned, of the Purchaſe Money for which the ſaid Hereditaments and Premiſes, or any Part thereof ſhall be ſold, do and ſhall convey and aſſure the ſame unto and to the Uſe of the Purchaſer or Purchaſers thereof, and to his, her, or their Heirs or Aſſigns, or as he, ſhe, or they ſhall direct or appoint, freed, acquitted, exonerated, and diſcharged as aforeſaid.

*And of Payment of the Purchaſe Monies into the Bank to be conveyed to the Purchaſers.*

II. And be it further enacted, That all and every Perſon and Perſons who ſhall or may become the Purchaſer or Purchaſers of all or any Part of the ſaid Parts or undivided Shares, Town Lands, and Hereditaments hereby made ſaleable as aforeſaid, ſhall pay his, her, or their Purchaſe Money into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery of *England*, to be placed to his Account there as follows, (*videlicet*) as to the Purchaſe Monies ariſing from the Sale of the ſaid Lands of *Upper Ballencur*, and alſo the undivided Shares and Hereditaments of him the ſaid *Edward Lee*, comprized in the ſaid Firſt Schedule to this Act annexed *Ex parte* the Purchaſer or Purchaſers of the Eſtates of the ſaid *Edward Lee*: And as to the Purchaſe Monies ariſing from the Sale of the Eſtates of her the ſaid *Elizabeth Lee*, comprized in the ſaid Second Schedule to this Act annexed, *Ex parte* the Purchaſer or Purchaſers of the Eſtates of the ſaid *Elizabeth Lee*, purſuant to the Method preſcribed by the Act of the Twelfth Year of King *George* the Firſt, Chapter Thirty-ſecond, and the general Orders of the ſaid Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that the Certificate or Certificates to be given by the ſaid Accountant General, together with the Receipt and Receipts of the Caſhier of the Bank of *England* to be thereto annexed, and therewith filed in the Regiſter Office of the ſaid Court of Chancery, of the Payment into the Bank of *England* by ſuch Purchaſer or Purchaſers of his, her, or their Purchaſe Money, ſhall from Time to Time, and at all Times thereafter be, and be deemed and taken to be a good and ſufficient Diſcharge to ſuch Purchaſer or Purchaſers, and to his, her, and their Heirs, Executors, Adminiſtrators, and Aſſigns, for ſo much of the ſaid Purchaſe Monies for which ſuch Certificate or Certificates, and Receipt or Receipts as aforeſaid, ſhall reſpectively be given, and that after the filing of ſuch Certificate or Certificates and Receipt or Receipts ſuch Purchaſer or Purchaſers, and his, her, and their reſpective Heirs, Executors, and Adminiſtrators ſhall be, and is and are hereby abſolutely acquitted and diſcharged of and from the ſame Monies, and every Part thereof, and ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of ſuch Purchaſe Money, or of any Part thereof.

*Purchaſers to pay their Money into the Bank in the uſual Manner.*

*Accountant General's Certificate of Payment and Caſhier's Receipts to be ſufficient Diſcharges to Purchaſers.*

III. And be it further enacted, That out of the Monies ſo to be paid into the Bank as aforeſaid all the Coſts, Charges, and Expences preparatory to, and attending the ſoliciting and applying for and obtaining and paſſing this Act, or which may be incident, or relating thereto, and the Coſts and Expences attending the Sales hereby directed, and the Execution of the Truſts of this Act, ſhall be in the firſt Place paid and ſatisfied, and the Reſidue and Surplus of ſuch Monies, ſhall with all

*The Coſts of paſſing of this Act and attending the Sales, &c. to be paid out of the Monies ariſing there-*

all convenient Speed, with the Consent of the said *Edward Lee* and *Elizabeth Lee* his Wife, or of the Survivor of them, and after both their Deaths, then by and with the Consent of the Person or Persons for the Time being, entitled as aforesaid, or of the Guardian or Guardians of such Person or Persons, being an Infant or Infants, be laid out and invested under and subject to the Directions of His Majesty's Court of Chancery, in pursuance of an Order or Orders for that Purpose to be obtained upon Motion or Petition in a summary Way, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple, in Possession, situate in that Part of the United Kingdom called *England*, or of Copyhold Lands or Hereditaments convenient to be held therewith, so as such Copyhold shall not exceed in Value One Sixth Part of the Freehold Premises, so to be purchased, free from all Incumbrances, (except Quit Rents, Fee Farm Rents, or other usual Outgoings or Payments); and that all and singular the Freehold and Copyhold Manors and other Hereditaments which shall be so purchased as aforesaid, by and out of the Purchase Monies arising from the Sale of the said Lands of *Upper Ballencur*, and the said undivided Parts or Shares, Town Lands, and Hereditaments of him the said *Edward Lee*, comprized in the said First Schedule to this Act annexed, and so vested in Trust to be sold as aforesaid, shall be conveyed, settled, and assured to, for, and upon such and so many of the Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers and Provisions, Limitations, Declarations, and Agreements, limited, created, declared, or expressed by the said first recited Indenture of Settlement, of and concerning the said Town Lands and Hereditaments, as shall be then subsisting, undetermined, and capable of taking Effect; and that all and singular the Freehold Manors and other Hereditaments which shall be so purchased as aforesaid, by and out of the Monies arising from the said undivided Parts or Shares, Lands, and Hereditaments of her the said *Elizabeth Lee*, comprized in the said Second Schedule to this Act annexed, and so vested in Trust to be sold as aforesaid, shall be conveyed, settled, and assured, to, for, and upon such and so many of the Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers and Provisoes, Limitations, Declarations, and Agreements, limited, created, declared, or expressed by the said secondly recited Indenture of Settlement of and concerning the same undivided Parts or Shares, and Hereditaments as shall be then subsisting, undetermined, and capable of taking effect.

from: The Residue thereof to be laid out under the Direction of the Court of Chancery in the Purchase of Estates in England or Ireland, or both.

To be conveyed to the same Uses as the Estates hereby vested in Trust.

IV. And be it further enacted, That after the Payment of the aforesaid Costs, Charges, and Expences, and until such Purchase shall be made as aforesaid, the Residue or Surplus of the Monies arising from such Sale or Sales as aforesaid, shall be laid out by the said Accountant General in the Purchase of Navy, or Victualling, or Exchequer Bills, and the Interest arising from the Bills so to be purchased, and the Monies received for the same as they shall respectively be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, or Victualling, or Exchequer Bills: Provided that it shall and may be lawful for the said Court to make such general Order or Orders, or special Order or Orders, if necessary, that whensoever the Exchequer Bills

Until the Purchases made the Residue to be laid out in Navy or Victualling or Exchequer Bills.

Bills of the Date of thoſe in the Hands of the ſaid Accountant General ſhall be in the Courſe of Payment by Government, and new Exchequer Bills ſhall be iſſued, ſuch new Exchequer Bills may be received in exchange for thoſe which are ſo in the Courſe of Payment, as ſhall be effectual for enabling ſuch Receipt in exchange, and that in that Event the Intereſt of the old Bills ſhall be laid out as before directed with reſpect to the Intereſt whereon the Bills are paid off, all which ſaid Navy, Victualling, and Exchequer Bills, ſhall be depoſited in the Bank in the Name of the ſaid Accountant General, and ſhall there remain until a proper Purchaſer or Purchaſers as aforeſaid ſhall be found and approved as before directed, and until the ſame ſhall upon a Petition ſetting forth ſuch Approbation, to be preferred to the Court of Chancery in a ſummary Way, by or on Behalf of the ſaid *Edward Lee* and *Elizabeth Lee* his Wife, or of the Survivor of them, or of the Perſon or Perſons who would for the Time being, under the Limitations contained in the ſame Indentures of Settlement, have been beneficially entitled in Poſſeſſion as aforeſaid, or of the Guardian or Guardians of ſuch Perſon or Perſons, being an Infant or Infants, be ordered to be ſold by the ſaid Accountant General for the completing ſuch Purchaſe in ſuch Manner as the ſaid Court ſhall think fit and direct; and if the Money ariſing by the Sale of ſuch Navy, Victualling, or Exchequer Bills, ſhall exceed the Amount of the original Purchaſe Money ſo laid out as aforeſaid, then and in that Caſe only the Surplus which ſhall remain after diſcharging the Expences of the Application to the Court, ſhall be paid to ſuch Perſon or Perſons reſpectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchaſed in caſe the ſame had been purchaſed purſuant to this Act, or to the Repreſentative or Repreſentatives of ſuch Perſon or Perſons: Provided always, That it ſhall be lawful for the Court of Chancery from Time to Time to make ſuch Order or Orders as to the ſaid Court ſhall ſeem fit, for taking and ſettling the Coſts, Charges, and Expences hereinbefore directed to be paid, and for taxing the Coſts of the ſeveral Applications to be made to the ſaid Court reſpecting the Matters aforeſaid, and the Coſts of taking the ſaid Monies out of the Bank, and inveſting ſuch Monies in a new Purchaſe or Purchaſes as aforeſaid, and for Payment of all ſuch Coſts, Charges, and Expences out of the ſaid Monies, or out of the Monies ariſing by the Sale of the Navy, Victualling, or Exchequer Bills, ſo to be purchaſed as aforeſaid.

*The Court of Chancery empowered to make Orders for taxing the Coſts, &c.*

*Until the Sales the Eſtates to be held as before the paſſing of this Act.*

V. And be it further enacted, That in the mean Time, and until ſuch Sale or Sales as aforeſaid, the ſaid *Power* Lord Biſhop of *Elphin* and *Thomas Sherrard* and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall permit and ſuffer the ſaid undivided Parts or Shares, Town Lands, and other Hereditaments ſo hereby veſted in them 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.

*Truſtees empowered to make Partition of Mrs. Lee's Eſtate.*

VI. And whereas, by the ſaid ſecondly recited Indenture of Settlement, the ſaid *Frederick John Falkiner* and *William Gregory*, with the Conſent of the ſaid *Edward Lee* and *Elizabeth* his Wife, or the Survivor of them,

them, were empowered to join with the Sister of the said *Elizabeth Lee* in any Deed or Deeds necessary to make Partition of the whole Estates and Lands whereof the said *Elizabeth Lee* and her Sister were then seised as Tenants in Common or Co-parceners, and also to revoke the Uses thereby and in the same Indenture declared, and to declare new Uses; provided, that immediately after such Partition should be made, the Part or Share which should be allotted in severalty for the said *Elizabeth Lee* should be limited to the same Uses and upon the same Trusts as the said undivided Third Part of the said Lands and Premises was thereinbefore settled, or agreed to be settled: And whereas it is expedient that the Trustees acting in the Execution of this Act should be empowered to make Partition of the said Messuages and other Hereditaments comprized in the said secondly recited Indenture of Settlement now remaining unsold (being the Hereditaments comprized in the said Second Schedule to this Act annexed, and hereby vested in trust to be sold as aforesaid); be it therefore enacted, That it shall and may be lawful to and for the said *Power* Lord Bishop of *Elphin* and *Thomas Sherrard*, and the Survivor of them and the Heirs or Assigns of such Survivor, with the Consent and Approbation of the said *Edward Lee* and *Elizabeth Lee* his Wife, or of the Survivor of them, and after both their Deaths then with the Consent and Approbation of the Person or Persons for the Time being entitled as aforesaid, or of the Guardian or Guardians of such Person or Persons being an Infant or Infants, to be testified by some Writing or Writings under their, his, or her Hands and Seals or Hand and Seal, to join with the other Parties interested in the said Messuages, Houses, Lots of Ground, Lands, Tenements, and Hereditaments comprized in the said Second Schedule to this Act annexed, in making a Partition or Division thereof, and to do all such Acts and make and execute all such proper and sufficient Conveyances and Assurances of the said undivided third Part of and in the same Messuages and other Hereditaments hereby vested in Trust to be sold as aforesaid, as shall be requisite or necessary for making such Partition or Division effectual, so as the Hereditaments to be allotted and taken upon such Partition or Division, as the specific Part or Share of them the said *Edward Lee* and *Elizabeth Lee* his Wife, or the Survivor of them, or of such Person or Persons so entitled as aforesaid of and in the Hereditaments so to be parted and divided, be thereupon conveyed, settled, and assured to, upon, and for such and the same Uses, Trusts, Ends, Intents, and Purposes as are in and by this Act limited, expressed, and declared of and concerning the said undivided Third Part hereby vested in Trust to be sold as aforesaid, or such and so many of them as shall be then subsisting undetermined and capable of taking effect, any Thing herein contained to the contrary notwithstanding.

Appointment of new Trustees.

VII. And be it further enacted, That in case the said *Power* Lord Bishop of *Elphin*, and *Thomas Sherrard*, or either of them, or any Trustee or Trustees to be appointed in the Room or Stead of them or either of them, as hereinafter mentioned, or their or any of their Heirs or Assigns shall die, or be desirous to be discharged from, or become incapable to act in the Trusts hereby in them reposed, or shall go out of the United Kingdom, then and in every such case it shall be lawful for the said Court of Chancery in a summary Way on a Petition to be preferred by the said *Edward Lee* and *Elizabeth Lee* his Wife, or by the Survivor

Survivor of them, and after both their Deaths, then by the Perſon or Perſons ſo entitled in Poſſeſſion as aforeſaid, or by the Guardian or Guardians of ſuch Perſon or Perſons in caſe of Infancy, to appoint any Perſon or Perſons propoſed in the ſaid Petition, or any Perſon or Perſons named by the Court to be a Truſtee or Truſtees in the Room or Stead of the Truſtee or Truſtees ſo dying or deſirous to be diſcharged from or becoming incapable to act in the Truſts aforeſaid, or going out of the United Kingdom, and thereupon all the ſaid undivided Parts or Shares, Lands and Hereditaments, or ſuch of them as ſhall remain unſold, ſhall with all convenient Speed be conveyed and transferred in ſuch Sort and Manner as to become legally and effectually veſted in ſuch new Truſtee or Truſtees, ſolely or jointly with the continuing Truſtee or Truſtees, as the Caſe may require, upon the Truſts, and for the Uſes, Intents, and Purpoſes herein declared, of and concerning the ſame, or ſuch of them as ſhall be then ſubſiſting and capable of taking effect; and ſuch new Truſtee or Truſtees ſhall to all Intents, Effects, Conſtructions, and Purpoſes whatſoever, have all the Powers and Authorities of the Truſtee or Truſtees in whoſe Room or Stead he or they ſhall be ſubſtituted.

Indemnity to Truſtees.

VIII. Provided always, and be it enacted, That none of the preſent or future Truſtees of this Act ſhall be anſwerable or accountable for the other of them, or for involuntary Loſſes, and by and out of any Monies which ſhall come to their or his Hands or Hand, by virtue of any of the aforeſaid Truſts, it ſhall be lawful for them or him to retain to and reimburſe themſelves and himſelf reſpectively all ſuch Coſts, Charges, and Expences, which they or he may reſpectively incur or ſuſtain in carrying the Truſts of this preſent Act into Execution, and not herein particularly provided for.

Saving.

IX. Saving always to the King's Moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies, Politic and Corporate, and his, her, or their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Edward Lee*, and *Elizabeth Lee* his Wife, and their Sons and Daughters reſpectively, and the reſpective Heirs of the Body and Bodies of all and every ſuch Sons and Daughters reſpectively, and the reſpective Heirs and Aſſigns of the ſaid *Edward Lee*, and *Elizabeth Lee* his Wife, and the ſeveral Truſtees of the ſaid Two ſeveral recited Indentures of Releaſe and Settlement reſpectively; and their ſeveral and reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, and all and every other Perſon and Perſons claiming, or to claim any Eſtate, Right, Title, or Intereſt, into or out of the ſaid undivided Parts or Shares, and Hereditaments comprized in the ſaid Two Schedules to this Act annexed, under or by virtue of the ſame Indentures of Releaſe and Settlement, or either of them,) all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever of, in, to, or out of the ſame undivided Parts or Shares, and Hereditaments or any Part thereof, as they every or any of them had, before the paſſing of this Act, or could or might have had, held, or enjoyed, in caſe this Act had not been made.

Act to be printed by the King's Printer.

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

The First SCHEDULE, to which the foregoing Act refers, of the Eſtates ſituate in the County of Waterford in Ireland, whereof the Towns Lands and Hereditaments of Ballencur, and One undivided Moiety of and in the Towns Lands and Hereditaments of Glinanore, Lower Ballencur, Killiſhalls, Killiſhall-Mill, Glinavodra, Weſt Ballilemon, Knocknecrohy, Shanakil, Booley and Booleycloihy are comprized in the firſt recited Indenture of Settlement, and included in this Act.

| Denominations. | Tenants' Names. | Annual Rent. | | | Plantation Meaſure. | | | |
|---|---|---|---|---|---|---|---|---|
| | | £. | s. | d. | A. | R. | P. | |
| Glinanore. | Patrick Grady. | 33 | 6 | 8 | 108 | 2 | 26½ | |
| | Richard Fowley. | 33 | 6 | 8 | 108 | 2 | 26½ | |
| | Thomas Harney. | 16 | 13 | 4 | 54 | 1 | 13 | |
| | Daniel Lynch. | 16 | 14 | 4 | 54 | 1 | 13 | |
| | William Brazil. | 25 | 0 | 0 | 81 | 2 | 0 | per Down Survey. |
| | Patrick Harney. | 25 | 0 | 0 | 81 | 2 | 0 | |
| | Edmond Brazil. | 25 | 0 | 0 | 81 | 2 | 0 | |
| | John Brazil. | 25 | 0 | 0 | 81 | 2 | 0 | |
| Knocknecroihy. | Thomas Nugent. | 96 | 0 | 5 | 75 | 1 | 10 | |
| | James Flinn. | 16 | 9 | 7 | 7 | 0 | 39 | |
| | William Curry. | 37 | 10 | 0 | 27 | 2 | 0 | |
| Upper Ballencur. | Thomas Nugent. | 250 | 0 | 0 | 109 | 1 | 0 | |
| | Thomas Hahaſſy. | 60 | 3 | 4 | 31 | 3 | 13 | |
| | Michael Curneen. | 29 | 16 | 8 | 15 | 3 | 26 | |
| | Denis Carbery. | 31 | 15 | 0 | 16 | 3 | 30 | |
| | Thomas Power. | 31 | 15 | 0 | 16 | 3 | 30 | |
| | Thomas Gray. | 31 | 15 | 0 | 16 | 3 | 30 | |
| | Patrick Murray. | 31 | 15 | 0 | 16 | 3 | 30 | |
| | Thomas Godfrey. | 21 | 0 | 0 | 10 | 3 | 0 | |
| Lower Ballencur. | Pierce Barron. | 100 | 0 | 0 | 103 | 0 | 14 | |
| Shanakil and Booleycloihy. | David Hearne. | 47 | 0 | 0 | 365 | 0 | 0 | |
| Killiſhall. | James Fling. | | | | | | | |
| | John Fling. | | | | | | | |
| | Maurice Fling. | 40 | 0 | 0 | 51 | 1 | 5 | Statute Meaſure. |
| | James Barry. | | | | | | | |
| | James Ducey. | | | | | | | |
| | James Braderick. | 25 | 0 | 0 | 36 | 3 | 21 | Ditto. |
| | John Wall. | | | | | | | |
| Mill Quarter. | Michael Caſhin. | 20 | 0 | 0 | 8 | 2 | 20 | Ditto. |
| Ballylemon. | Michael Ducey. | 17 | 0 | 0 | 36 | 0 | 0 | Ditto. |
| | James Ducey. | | | | | | | |
| | James Walſh. | | | | | | | |
| | Edmond Walſh. | 17 | 0 | 0 | 37 | 0 | 0 | Ditto. |
| | Patrick Walſh. | | | | | | | |
| | John Ducey. | | | | | | | |
| | John Lynch. | | | | | | | |
| | Roger Fletcher. | 44 | 0 | 0 | 44 | 0 | 37 | Ditto. |
| | William Kieley. | | | | | | | |

The First SCHEDULE continued.

| Denominations. | Tenants' Names. | Annual Rent. £. s. d. | A. R. P. | |
|---|---|---|---|---|
| Glinavodra. | John Conolly.<br>John Power.<br>William Ducey.<br>Michael Heneſſy. | 23 0 0 | 37 0 14 | Statute Meaſure. |
| | Thomas Kieley.<br>Timothy Kieley.<br>Cornelius Kieley.<br>Bridget Heneſſy.<br>Patrick Fowler.<br>James Fowler.<br>Michael Fowler. | 24 0 0 | 155 3 19 | Ditto. |
| Woods. | — | — | 45 2 19 | Ditto. |
| | | 1195 1 0 | 1920 1 0 | |

THOMAS NUGENT.

The Second SCHEDULE, to which the foregoing Act refers, of the Eſtates ſituate in the County of Dublin, and in the County of the City of Dublin remaining Unſold, whereof One undivided Third Part is comprized in the Second recited Indenture of Settlement, and included in this Act.

| Denominations. | Tenants' Names. | Yearly Rent. £. s. d. |
|---|---|---|
| Bolton Street - - | Rev. Doctor Archdall, by Robert Burton - | 3 0 0 |
| | Reps. of R. Kane, by Joſeph Wilſon - | 20 0 0 |
| | Reps. of King, by E. Walſh - - | 24 0 0 |
| | Reps. of Mc Kenna, by T. Merle - - | 40 0 0 |
| | Reps. of Gale, by William Thompſon - | 3 18 0 |
| | Byrne, by —— Kinſley - - - | 22 0 0 |
| | Reps. of O'Callaghan, by Courtney - - | 17 2 0 |
| | Reps. of Kent, by —— Sargent - - | 25 0 0 |
| | J. Philips, by Mr. Coulſon - - - | 40 0 0 |
| | Reps. of C. Walker, by Samuel Walker - | 25 0 0 |
| | Reps. of Echlin, by Mr. Harford - - | 20 0 0 |
| | Reps. of Clare, by —— Brickell - - | 10 0 0 |
| | Reps. of Earl Farnham, by P. Coffey - | 12 0 0 |
| | Reps. of E. Tenant, by Nicholas Kelly | 25 0 0 |
| | Reps. of Edward Gilligan, by ditto - | 50 0 0 |
| | Reps. of F. James, by General Cockburne | 23 0 0 |
| | George Braſs, by Mrs. Sherwood - - | 4 12 0 |
| | Carried over £ | |

The Second SCHEDULE continued.

| Denominations. | Tenants' Names. | Yearly Rent. |
|---|---|---|
| | | £. s. d. |
| | Brought forward £ | |
| | John Marſden, by J. Rathburne - - | 3 16 0 |
| | Executors of B. Johnſon, by S. Burſiquot - | 3 18 0 |
| | Robert Morgan, by Mr. Gilbert - - | 3 18 0 |
| | David Ripton, by Mrs. Ripton - - | 3 18 0 |
| | Rev. A. Gunning, by Mr. Dodd - - | 8 0 0 |
| | Reps. of Richard Robinſon - - - | 55 0 0 |
| | William Duckett, by Richard Robinſon - | 12 0 0 |
| | Hon. Barry Barry, by Richardſon - - | 4 12 0 |
| | Reps. of Willington, by Mr. Card - - | 12 0 0 |
| Gardiner's Row - | Reps. of John Enſor, by Jackſon Goulding | 42 10 0 |
| Henrietta Street - | Earl Shannon, now Richard Cave - - | 18 0 0 |
| | Mr. Johnſton, by Serjeant Moore - - | 17 18 0 |
| | Right Hon. Patrick Duignan - - | 10 16 0 |
| | Right Hon. William Ponſonby - - | 18 0 0 |
| | J. Croker, by A. Maguire - - - | 12 0 0 |
| | Lady Farnham, by Lady H. Daly - - | 25 0 0 |
| | Biſhop of Meath, by James Whitſtone - | 23 0 0 |
| | Reps. of Earl Kingſtone, now Viſcount Lorton - - - - - | 23 0 0 |
| | Lord Dillon, by Peter Warren, Eſq. - | 200 0 0 |
| | Right Hon. Lord Mountjoy, by Luke Norman - - - - - | 264 2 5 |
| Cavendiſh Row - | Reps. of Charles Gordon, by Mrs. Ray's Reps. - - - - - | 9 6 0 |
| | Mr. Enſor, by Jackſon Goulding - - | 8 11 0 |
| | Ditto ditto - - - | 3 8 3 |
| | Ditto ditto - - - | 9 0 0 |
| | Mr. Moſs, by Doctor Ledwich - - | 9 6 0 |
| | Lord Longford, by Henry Stewart, Eſq. | 16 10 0 |
| | Dean Handcock, by William Maziere - | 7 16 0 |
| | Reps. of George Montgomery, by ditto - | 7 16 0 |
| | Edward Hill, Eſquire - - - - | 7 16 0 |
| | Rev. Mr. Preſton, by Jackſon Goulding - | 8 11 0 |
| | Mr. Ponſonby, by Doctor Ledwich - | 9 6 0 |
| | Richard Neville, by Jackſon Goulding - | 9 12 0 |
| | Right Hon. John Ormſby Vandeleur - | 88 10 0 |
| | Sir Richard Steele, Baronet - - - | 8 2 0 |
| | Ditto ditto - - - | 10 0 0 |
| | Ditto ditto - - - | 8 2 0 |
| | General Cockburne - - - - | 10 4 0 |
| | Reps. of Andrew Caldwell, now Thomas Hodgens - - - - - | 100 0 0 |
| | Widow Loftus, by Mr. Darley - - | 6 18 0 |
| | Right Honourable Earl Wicklow - - | 12 18 0 |
| Stephen Street - | Reps. of William Lancake by —— Coates | 8 0 0 |
| | E. Williams, by Mrs. Ruſſell - - | 14 0 0 |
| Stephen's Green | Sir Francis Hopkins, by Elliott Knipe - | 10 0 0 |
| | John Evans Repreſentatives - - - | 18 10 0 |
| | Carried over £ | |

The Second SCHEDULE continued.

| Denominations. | Tenants' Names. | Yearly Rent. £. | s. | d. |
|---|---|---|---|---|
| | Brought forward | | | |
| Mary's Abbey - - | William Sandys, by Mrs. Alley - - | 110 | 0 | 0 |
| Mary Street - - - | Stephen Wybrants - - - - | 5 | 0 | 0 |
| Great Britain Street | Meſſrs Lightburne, by Robert Deey - | 12 | 0 | 0 |
| | Mr. Forde, by Mrs. Webb - - - | 3 | 6 | 0 |
| | Howell, by Mrs. Gilman - - - | 18 | 0 | 0 |
| | Rev. Cham. Walker - - - - | 5 | 0 | 0 |
| | Mr. Whitton, by Mrs. Eccles - - | 8 | 0 | 0 |
| | Mr. Hall, by Mr. Brady. - - - | 9 | 18 | 0 |
| | Mr. Irwine, by Mr. Fenner - - - | 10 | 5 | 0 |
| | E. Atkinſon, by —— Rigney - - | 11 | 0 | 0 |
| | Reps. of Walſh, by Lord Mountjoy - | 4 | 19 | 6 |
| | Reps. of T. Sherwood, by Mrs. Collins - | 5 | 10 | 0 |
| King Street - - - | Reps. of T. Boyd, by Mrs. Coughlan - | 6 | 0 | 0 |
| Abbey Street - - | John Patrick, by John King - - | 8 | 11 | 6 |
| Temple Street - - | Reps. of Seaton, by William Croſby - | 48 | 5 | 0 |
| | Right Hon. Lord Mountjoy, by Luke Norman - - - - | 13 | 12 | 6 |
| | Reps. of Darragh, by Ambroſe Moore - | 27 | 10 | 0 |
| Mountjoy Square - | Right Hon. Lord Mountjoy, by Luke Norman - - - - | 360 | 0 | 0 |
| | Reps. of Featherſtone - - - - | 7 | 10 | 0 |
| | There is a Queſtion with Lord Mountjoy as to the Rent of 7l. 10s. T.S. | | | |
| Temple Street - - | Lord Liſmore, by Judge Oſborne - - | 25 | 16 | 0 |
| | Reps. of C. Chamney, by John Ball - | 16 | 0 | 0 |
| Ballybought Lane - | Reps. of Francis Heeney - - - | 23 | 0 | 0 |
| | Ditto (At Will) - | 18 | 4 | 0 |
| Love Lane - - - | Maurice Donnelly - - - - | 10 | 0 | 0 |
| | Groſs amount per annum £ | 2295 | 10 | 2 |
| | Deduct Ground Rent: | | | |
| | Mountjoy Square - £48 5 0 | | | |
| | Stephen's Green - 10 0 0 | | | |
| | | 58 | 5 | 0 |
| | Nett Amount - £ | 2237 | 5 | 2 |

THOS. SHERRARD, AGENT.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's Moſt Excellent Majeſty. 1813.