CHAPTER *1*.

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An Act to authorise the Trustees of the settlement of the property of Dame Florence Anne Maria Power, the wife of Sir Richard Crampton Power, Baronet, executed on her marriage with the said Sir Richard Crampton Power, to lay out the moneys to arise under the exercise of the powers of sale and exchange contained in such settlement in the purchase of estates in Ireland, and also in paying off incumbrances affecting the estates in Ireland comprised in a settlement executed by Sir John Power, deceased, on the said marriage, or portions of such estates. [30th June 1874.]

Settlement of the property of Lady Power, dated 21st May 1869.

WHEREAS by an indenture dated the 21st day of May 1869, and expressed to be made between Dame Florence Anne Maria Power, then Florence Anne Maria Elliott, spinster, an infant of the age of twenty years or thereabouts, of the first part, Sir Richard Crampton Power, of Kilfane, in the county of Kilkenny, in Ireland, Baronet, then Richard Crampton Power, Esquire, of the second part, Elizabeth Browne, widow, and James Herne Wade, Esquire, a lieutenant-colonel in Her Majesty's army, of the third part, the said James Herne Wade, Thomas Barnard, Esquire, and Robert O'Hara, Esquire, of the fourth part, and the Reverend Elliott Kenworthy Browne, clerk, then Elliott Kenworthy Browne, Esquire, and Richard Bushe, Esquire, of the fifth part (being the settlement of the property of the said Dame Florence Anne Maria Power executed in contemplation of the marriage then intended between the said Sir Richard Crampton Power and Dame Florence Anne Maria Power, in pursuance of an order of the High Court of Chancery in England, made in a certain cause of Elliott versus Browne, then depending, and in the matter of the Act of the eighteenth and nineteenth years of the reign of Her present Majesty, intituled "An Act to enable Infants with the approbation of the Court of "Chancery to make binding Settlements of their real and personal "Estate on Marriage," it was witnessed that in pursuance of the said order and in consideration of the said intended marriage, the

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said Dame Florence Anne Maria Power, with the privity and consent of the said Sir Richard Crampton Power, did by the indenture now in recital grant and convey unto the said James Herne Wade, Thomas Barnard, and Robert O'Hara, and their heirs, all and singular the freehold messuages, farms, lands, tithes, and hereditaments described in the first, second, and third schedules thereto annexed, or any of them, and all other the freehold hereditaments of her the said Dame Florence Anne Maria Power, whatsoever and wheresoever, other than such hereditaments (if any) as might be vested in her as a trustee, with the appurtenances, to hold the same unto the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their heirs and assigns, to the use of them the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their executors, administrators, and assigns, for a term of ninety-nine years, nevertheless upon and for the trusts, intents, and purposes therein-after declared, and subject thereto to the use of the said Dame Florence Anne Maria Power, and her assigns, for her life, without impeachment of waste, with remainder to the use of the said Elliott Kenworthy Browne and Richard Bushe, their executors, administrators, and assigns, for a term of one thousand years, to commence from the death of the said Dame Florence Anne Maria Power, without impeachment of waste, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, agreements, and declarations therein-after declared and expressed of and concerning the same, and from and after the expiration or other determination of the same term, and in the meantime subject thereto and to the trusts thereof, to the use of the first and every other son of the said Dame Florence Anne Maria Power by the said Sir Richard Crampton Power, successively in remainder, one after the other, according to their respective seniorities, and the heirs male of their respective bodies; and in default of such issue, to the use of the first and every other son of the said Dame Florence Anne Maria Power by the said Sir Richard Crampton Power, successively in remainder, one after the other, according to their respective seniorities, and the heirs of their respective bodies; and in default of such issue, to the use of all the daughters of the said Dame Florence Anne Maria Power by the said Sir Richard Crampton Power, and the heirs of their respective bodies, in equal shares as tenants in common, with cross remainders in tail between and amongst them if more than one; and if all such daughters but one should die without issue, or if there should be only one such daughter, then as to the entirety of the said premises to the use of such one or only daughter and the heirs of her body, and in default of such issue to the use of the said Dame Florence Anne Maria Power, her heirs and assigns for ever, if she should survive the said Sir Richard

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Crampton Power, but if she should die in his lifetime then to such uses, and upon and for such trusts, intents, and purposes, and generally in such manner as the said Dame Florence Anne Maria Power should, notwithstanding coverture, by any deed or deeds with or without power of revocation and new appointment, or by will or codicil, appoint, and for default of and subject to any such appointment then to the uses therein mentioned; and it was thereby agreed and declared that the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their executors, administrators, and assigns, should stand possessed of the said hereditaments comprised in the said term of ninety-nine years, upon and for the trusts, intents, and purposes, and with, under, and subject to the powers, provisoes, agreements, and declarations therein-after contained and declared of and concerning the same, (that was to say,) upon trust in the first place during the joint lives of the said Dame Florence Anne Maria Power and the said Sir Richard Crampton Power, and the life of the survivor of them, out of the rents, issues, and profits issuing and arising out of the same to take and retain a yearly sum of three hundred pounds, and from time to time to pay and apply the same as they might deem most convenient in or towards satisfaction and discharge of the principal sum of eight thousand pounds charged on part of the said hereditaments, as in the said second schedule thereto particularly mentioned, and until the same could be so applied to accumulate the same and the resulting income thereof by way of compound interest by investment from time to time in any of the funds or securities allowed by law for the investment of trust moneys; and subject as aforesaid, it was thereby declared that the said trustees should during the joint lives of the said Dame Florence Anne Maria Power and Sir Richard Crampton Power pay to the said Sir Richard Crampton Power out of the rents, issues, and profits aforesaid the yearly sum of eight hundred pounds, clear of all deductions, and payable as therein particularly mentioned; and subject as aforesaid, should during the joint lives of the said Dame Florence Anne Maria Power and Sir Richard Crampton Power pay the residue of the said rents, issues, and profits arising out of the said messuages, farms, lands, tithes, and hereditaments to the said Dame Florence Anne Maria Power for her sole and separate use, independently of the said Sir Richard Crampton Power, and of his debts, control, and engagements, and to be considered as accruing from day to day, but to be payable by equal half-yearly payments on the days and in the manner therein-before declared of and concerning the said sum of eight hundred pounds, but so, nevertheless, that the said Dame Florence Anne Maria Power should not have power to assign, charge, or otherwise deprive herself by anticipation of

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the same or of any part thereof; and subject as aforesaid should from and after the death of the said Dame Florence Anne Maria Power, in case she should die in the lifetime of the said Sir Richard Crampton Power, pay the whole of the said rents, issues, and profits to the said Sir Richard Crampton Power and his assigns during his life, subject, nevertheless, to a proviso that if the said Sir Richard Crampton Power should thereafter marry any woman other than the said Dame Florence Anne Maria Power, and there should at the time of such marriage be any issue living of the said then intended marriage, then the said trustees should from and after the day of such second marriage pay one moiety only of the said rents, issues, and profits to the said Sir Richard Crampton Power, and his assigns, and as to the other moiety should stand possessed thereof upon and for such trusts, intents, and purposes as under the limitations and provisions therein contained the same would have been liable to in case the said Sir Richard Crampton Power were then dead; and subject to the trusts and provisions aforesaid, it was thereby declared that the said trustees should stand possessed of the said term of ninety-nine years and the hereditaments therein comprised in trust to attend the freehold and inheritance of the same hereditaments; and it was thereby declared that all payments in or towards the discharge of the said principal sum of eight thousand pounds, to be made by the said trustees out of or by means of the said yearly sum of three hundred pounds, should be deemed to be for the sole benefit of the inheritance of the lands comprised in the mortgage; and it was thereby declared that the said premises were thereby limited to the said Elliott Kenworthy Browne and Richard Bushe, their executors, administrators, and assigns, for the said term of one thousand years, upon the trusts thereby declared, being trusts for raising portions for the daughters and younger sons of the said intended marriage; and it was thereby further agreed and declared that it should be lawful for the said James Herne Wade, Thomas Barnard, and Robert O'Hara, and the survivors or survivor of them, or the executors or administrators of such survivor, nevertheless, with the consent in writing of the said Dame Florence Anne Maria Power and Sir Richard Crampton Power during their lives, and of the survivor of them during her or his life, and after the death of such survivor of the person or persons for the time being entitled to the possession or receipt of the rent and profits of the said hereditaments, or of any share thereof, if there should be any such person not under disability, and otherwise at the sole discretion of them the said James Herne Wade, Thomas Barnard, and Robert O'Hara, or the survivors or survivor of them, or the executors or administrators of such survivor, to sell or exchange for other hereditaments all or any part of the

said messuages, farms, lands, tithes, and hereditaments therein-before conveyed; and it was by the indenture now in recital also witnessed that in pursuance and by virtue of the said order, and in consideration of the said intended marriage, the said Dame Florence Anne Maria Power, with the privity and consent of the said Sir Richard Crampton Power, testified by his execution thereof, did thereby, for herself, her heirs, executors, and administrators, covenant with the said James Herne Wade, Thomas Barnard, and Robert O'Hara, and their heirs, that if the said intended marriage should take place, she the said Dame Florence Anne Maria Power, or her heirs, would as soon as conveniently might be, at her and their own costs and charges well and effectually surrender, or cause and procure to be surrendered, into the hands of the lord or lady or lords or ladies of the several manors of Blunham in the county of Bedford, according to the custom of the said manors respectively, all and every the copyhold lands and hereditaments described in the said second schedule thereunder written or thereunto annexed, and all and singular other the lands, tenements, and hereditaments (if any) of copyhold or customary tenure of her the said Dame Florence Anne Maria Power, together with the appurtenances, to the use of the said James Herne Wade, Thomas Barnard, and Robert O'Hara, and their heirs, at the will of the lord or lady, or lords or ladies, according to the custom of the said manor, and subject to the rents, fines, heriots, suits, and services therefore due and of right accustomed to be by them held upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisoes, agreements, and declarations as should correspond with the uses, trusts, powers, provisoes, agreements, and declarations therein-before limited, declared, and contained of and concerning the freehold hereditaments therein-before granted and conveyed, or as near thereto as the different tenure and quality of the premises and the rules of law and equity would permit, but not so as to increase or multiply charges; and it was by the indenture now in recital also witnessed, that in further pursuance of the said order, and in consideration of the premises, the said Elizabeth Browne and James Herne Wade by the direction of the said Dame Florence Anne Maria Power, and with the consent of the said Sir Edward Crampton Power, did thereby assign, and the said Dame Florence Anne Maria Power with the like consent did thereby assign and confirm unto the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their executors, administrators, and assigns, all and singular the leasehold lands, messuages, and hereditaments described in the said second schedule thereunder written or thereunto annexed, and all other, if any, the leasehold hereditaments to which the said Dame Florence Anne Maria Power

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was entitled for any estate at law or in equity, to hold the said hereditaments and premises unto the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their executors, administrators, and assigns, for all the respective residues of the several terms of years for which the same were respectively held, as mentioned in the said second schedule, at the rents, nevertheless, and subject to the covenants and conditions on the part of the several lessees to be paid, performed, and observed respectively, upon trust that they, the said James Herne Wade, Thomas Barnard, and Robert O'Hara, their executors, administrators, or assigns, should by and out of the rents and profits of the same premises pay the rents and annual sums reserved by the leases thereof respectively, and perform and observe the covenants and conditions in the said leases respectively contained, and on the part of the several lessees to be performed or observed; and subject thereto should hold the same premises upon such trusts and with and subject to such powers, provisoes, agreements, and declarations as should correspond with the uses, trusts, powers, provisoes, agreements, and declarations therein-before limited and declared of and concerning the said freehold premises therein-before granted, as nearly as the different tenure and quality of the premises and the rules of law and equity would permit, but not so as to increase or multiply charges or powers of charging, and so nevertheless that the said leasehold premises should not vest absolutely in any person thereby made tenant in tail male or in tail general by purchase of the said freehold premises therein-before granted, unless he or she should attain the age of twenty-one years, but on his or her death under that age should go, devolve, and remain in the same manner as if they had been freeholds of inheritance included in the grant and limitations therein-before contained; and the said indenture contains powers for obtaining renewed leases of such of the said leasehold premises as are renewable, and directions as to payment of the fines and expenses on such renewals; and the said indenture contains various powers exerciseable by the said Dame Florence Anne Maria Power in favour of any future husband and children by any future marriage; and it was thereby declared that the said Sir Richard Crampton Power and Dame Florence Anne Maria Power, and the survivor of them, should during their, his, and her lives and life be the persons and person to appoint new trustees of the indenture now in recital:

Settlement executed by Sir John Power, dated 21st May 1869.

And whereas by another indenture of settlement dated the twenty-first day of May one thousand eight hundred and sixty-nine, and made between Sir John Power, Baronet (the father of the said Sir Richard Crampton Power), of the first part, the said Sir Richard Crampton Power, then Richard Crampton Power, Esquire,

of the second part, the said Dame Florence Anne Maria Power, then Florence Anne Maria Elliott, spinster, an infant, of the third part, and the said Robert O'Hara and Richard Bushe, of the fourth part (and approved by the High Court of Chancery in England in the cause herein-before mentioned), the said Sir John Power, in consideration of the marriage then intended between the said Sir Richard Crampton Power and Dame Florence Anne Maria Power, granted and conveyed unto the said Robert O'Hara and Richard Bushe, and their heirs, all those the freehold hereditaments therein particularly mentioned, being estates situate in the counties of Tipperary, Waterford, and Kilkenny, in Ireland, with the appurtenances, but subject to the incumbrances therein mentioned, to hold the same unto the said Robert O'Hara and Richard Bushe, their heirs and assigns, upon the uses and for the trusts and purposes, and subject to the powers, provisoes, and declarations therein-after declared and expressed of and concerning the same; and it was by the indenture now in recital further witnessed, that in consideration of the said intended marriage the said Sir John Power did thereby grant and convey unto the said Robert O'Hara and Richard Bushe, and their heirs, all those the hereditaments therein particularly mentioned, being hereditaments situate in the counties of Tipperary and Kilkenny aforesaid, with the appurtenances, but subject to the incumbrances therein mentioned or referred to, to hold the same unto the said Robert O'Hara and Richard Bushe, their heirs and assigns, at the yearly fee farm rents, and subject to the several conditions in the several indentures of fee farm grant under which the same were respectively holden, upon the uses and for the trusts and purposes therein-after contained concerning the same; and it was by the indenture now in recital further witnessed that in consideration of the said intended marriage the said Sir John Power did thereby grant, convey, and assign unto the said Robert O'Hara and Richard Bushe, their heirs and assigns, all those the hereditaments therein particularly mentioned, being estates situate in the counties of Tipperary and Kilkenny aforesaid, with the appurtenances, to hold the same unto the said Robert O'Hara and Richard Bushe, their heirs and assigns, for and during the lives and life of the several cestui qui vies for which the same were respectively held, and for and during all such other lives or life as should for ever thereafter be added to the same respectively, pursuant to the covenants for perpetual renewal contained in the indentures under which the same were respectively held, at the yearly rents and subject to the several covenants in and by such indentures respectively reserved and contained, but subject to the incumbrances therein mentioned or referred to, upon the uses and

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for the trusts and purposes therein-after contained concerning the same; and it was by the indenture now in recital further witnessed that in consideration of the said intended marriage the said Sir John Power did thereby grant and assign unto the said Robert O'Hara and Richard Bushe, their executors, administrators, and assigns, all those the leasehold hereditaments situate in the county of Tipperary aforesaid, therein particularly mentioned, with the appurtenances, to hold the same unto the said Robert O'Hara and Richard Bushe, their executors, administrators, and assigns, for the residue then to come and unexpired of the term of twenty-one years therein mentioned, and for such further term or terms as might thereafter be added thereto, at the rent and covenants reserved by and contained in the indenture of lease under which the same were holden, and subject to the incumbrances herein mentioned or referred to, upon and for such trusts and purposes, and subject to such powers, provisoes, agreements, and declarations as should correspond with the uses, trusts, purposes, powers, provisoes, agreements, and declarations therein-after declared concerning the freehold hereditaments therein-before granted, as nearly as the different tenure and quality of the premises and the rules of law and equity would permit, but not so as to increase or multiply charges or power of charging, and so nevertheless that the said leasehold premises should not vest absolutely in any person thereby made tenant in tail male or in tail by purchase of the said premises therein-before granted, unless he should attain the age of twenty-one years, but on his or her death under that age should go, devolve, and remain in the same manner as if they had been freeholds of inheritance; and it was thereby agreed and declared that the several towns, lands, hereditaments, and premises therein-before stated to be held in fee simple, and under fee farm grants and leases for lives renewable for ever, and therein-before respectively granted and conveyed, or intended so to be, should remain and be until the solemnization of the said intended marriage to the use of the said Sir John Power, his heirs and assigns, and from and after the solemnization of the said intended marriage, subject, nevertheless, as to the said several lands, hereditaments, and premises therein-before stated to be held under fee farm grants and leases for lives renewable for ever, to payment by and out of the respective rents and profits thereof of the respective yearly fee farm and other rents, and annual sums reserved by the said several indentures of fee farm grant and of lease respectively, and to the performance and observance of the covenants and conditions in the said fee farm grants and leases respectively contained, and on the part of the several grantees and lessees, their respective heirs or assigns, to be per-

formed or observed, to such uses and upon such trusts, and with and subject to such provisoes, powers, agreements, and declarations as were therein-after declared concerning the same; and it was thereby further agreed and declared that from and after the solemnization of the said intended marriage, and subject as therein-before mentioned, all and every the said towns, lands, hereditaments, and premises therein-before respectively granted and conveyed, (therein-after collectively referred to as the premises thereby assured,) should remain and be to the use and intent that the said Sir Richard Crampton Power and his assigns might during the joint lives of the said Sir John Power and Sir Richard Crampton Power receive the yearly rentcharge of three hundred pounds to be charged upon the said premises thereby assured, and to be payable as therein mentioned; and to the further use and intent that if the said Sir Richard Crampton Power should die in the lifetime of the said Dame Florence Anne Maria Power, she the said Dame Florence Anne Maria Power and her assigns might from and after the death of the said Sir Richard Crampton Power receive during her life the yearly rentcharge or rentcharges following; (that is to say,) if and so long as the said Sir John Power and Dame Frances Power his wife, or the survivor of them, should be living, the yearly rentcharge of three hundred pounds; and after the death of the survivor of them the said Sir John Power and Dame Frances Power his wife, the yearly rentcharge of five hundred pounds, to be respectively charged upon the said premises thereby assured, and considered as accruing from day to day, but to be payable by equal quarterly payments without any deduction, except succession duty, the first of such payments as to the said rentcharge of three hundred pounds to be made at the end of three calendar months after the death of the said Sir Richard Crampton Power, if the said Dame Florence Anne Maria Power, and also the said Sir John Power and Dame Frances Power, or the survivor of them, the said Sir John Power and Dame Frances Power, should be then living; and as to the said rentcharge of five hundred pounds to be made at the end of three calendar months after the death of the survivor of the said Sir Richard Crampton Power and Sir John Power, and Dame Frances his wife, if the said Dame Florence Anne Maria Power should be then living, the said yearly rentcharges therein-before limited to the said Dame Florence Anne Maria Power and her assigns, or such of them as might take effect, to be in full for her jointure, and in bar of all dower and free bench, with the usual powers of distress and entry for securing payment of the several rentcharges therein-before limited, and which should take effect; and subject and charged as therein-before was mentioned, to the use of the said Sir John Power and his assigns for his life without

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first and every other daughter of the said George Power successively in remainder, one after the other, according to their seniorities, and the heirs of their respective bodies; and in default of such issue to the use of the first and every other son of the said William Power successively in remainder, one after the other, according to their respective seniorities, and the heirs of their respective bodies; and in default of such issue to the use of the first and every other daughter of the said William Power successively in remainder, one after the other, according to their respective seniorities, and the heirs of their respective bodies; and in default of such issue to the use of the said Sir Richard Crampton Power, his heirs and assigns; and the indenture now in recital contained a proviso that it should be lawful for the said Sir John Power, by any deed or deeds, with or without power of revocation and new appointment, or by will or codicil, expressly referring to the power now in recital, (and which power has been exercised to the full extent thereof,) to charge all or any part of the said premises thereby assured with the payment of the sum of four thousand pounds, with interest not exceeding four pounds per centum per annum, and to be payable to or amongst the children of the said Sir John Power other than the said Sir Richard Crampton Power, in such shares and generally in such manner as the said Sir John Power should appoint; and in default of, and subject to such appointment, equally amongst them as therein particularly mentioned; and that it should be lawful for the said Sir John Power to appoint the said premises for a term of years upon the usual trusts for raising the said sum and interest; and it was thereby declared and agreed that the said sum, when so charged as aforesaid, should take priority of the said yearly rent-charges, and of all other estates and interests thereby created; provided always, and it was thereby agreed and declared, that it should be lawful for the said Robert O'Hara and Richard Bushe, and the survivor of them, and the executors or administrators of such survivor, during the life of any person thereby made tenant for life, who should be entitled to the possession or the receipt of the rents and profits of the said premises thereby assured, with his consent in writing, and after his death during the minority of any person who, if of full age, would be entitled to the possession or the receipt of the rents and profits of the said premises therein-before expressed to be thereby assured as tenant in tail male or in tail by purchase, at the discretion of the said trustees or trustee for the time being, to sell or exchange for other manors, lands, or hereditaments in Ireland all or any of the said premises therein-before expressed to be thereby assured, and upon any such exchange to give or receive any money for equality of exchange; and it was thereby agreed and declared that any such sale as aforesaid might be made either by public auction or private contract, and that the

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said trustees or trustee for the time being might make any stipulation as to title or evidence or commencement of title, or otherwise, in any condition of sale or contract for sale or exchange of the said premises, or any part thereof, and might buy in or rescind or vary any contract for sale or exchange and re-sell or re-exchange without being responsible for any loss occasioned thereby; and it was thereby agreed and declared that for effecting any such sale or exchange it should be lawful for the said trustees or trustee for the time being, with such consent or at such discretion as therein-before mentioned, to revoke all or any of the uses, trusts, and powers therein-before limited and declared, or to be limited and declared, under the powers therein-before contained, of jointuring or charging portions of or concerning the said premises or any part thereof, (but subject to every mortgage or other disposition which might have been made under the trusts of any term of years to be limited under the therein-before mentioned powers of jointuring or charging portions, and to every lease which might have been granted under any of the powers of leasing therein-before contained,) and by the same or any other deed or deeds to limit or appoint any uses, estates, or trusts of the said premises, or any part thereof, which should be thought expedient, and generally for any such purpose as therein-before mentioned to execute and do all such assurances and things as they or he should think fit; and it was thereby agreed and declared that the said trustees or trustee for the time being should receive all moneys which might become payable upon any such sale or exchange as therein-before mentioned, and with all convenient speed invest the same in the purchase of other lands or hereditaments in Ireland for an estate in fee simple or fee farm, or of lands of a leasehold tenure convenient to be held therewith, or with any hereditaments for the time being, subject to the subsisting uses or trusts of the indenture now in recital, yet so as that during the life of any person thereby made tenant for life who should be entitled in possession every such purchase be made with his consent in writing; and it was thereby agreed and declared that the said Robert O'Hara and Richard Bushe, and the survivor of them, and the executors or administrators of such survivor, should settle and assure, or cause to be settled and assured, such of the lands or hereditaments so to be purchased or taken in exchange as therein-before mentioned as should be freeholds of inheritance, to the uses, upon the trusts, and with and subject to the powers, provisoes, agreements, and declarations in and by the indenture now in recital limited, expressed, and declared, or under the powers therein-before contained of jointuring or charging portions to be limited, expressed, or declared of and concerning the said premises therein-before expressed to be thereby granted, or as near thereto as the deaths of parties and other intervening circumstances would admit, but not so as to increase or multiply charges, or powers

of charging, and should settle and assure, or cause to be settled and assured, such of the said lands or hereditaments so to be purchased or taken in exchange as therein-before mentioned as should be of leasehold tenure, upon such trusts, and with and subject to such powers, provisoes, agreements, and declarations as should correspond with the uses, trusts, powers, provisoes, agreements, and declarations in and by the indenture now in recital limited, expressed, and declared, or under the said powers of jointuring or charging portions to be limited, expressed, and declared of and concerning the said premises therein-before expressed to be thereby granted, or as near thereto as the different tenure and quality of the premises and the rules of law and equity and the deaths of parties and other intervening circumstances would admit, but not so as to increase or multiply charges, or powers of charging, and so that such of the lands purchased or taken in exchange as should be held by a lease for years should not vest absolutely in any person thereby made tenant in tail male or in tail by purchase of the said premises therein-before expressed to be thereby assured, unless he should attain the age of twenty-one years, but on his death under that age should go, devolve, and remain in the same manner as if they had been freeholds of inheritance, and had been settled accordingly; and it was thereby agreed and declared that if any of the lands purchased or taken in exchange as therein-before mentioned, should be held for leases, or grants for lives or for years renewable, or usually renewed, proper provisions should be inserted in the settlement therein-before directed to be made thereof for renewing such leases or grants from time to time as occasion should require, and that the fines and expenses of such renewals should from time to time be defrayed by and out of the premises so to be purchased or taken in exchange, and of which such renewals were to be made respectively, in such manner that the several persons beneficially entitled to the same should contribute to such fines and expenses in the proportions in which, according to the rules of courts of equity they would be bound to contribute: Provided always, and it was thereby agreed and declared, that subject to the equities or obligations of the persons claiming under the indenture now in recital, as to defraying the fines and expenses of such renewals of leases or grants as therein-before mentioned, and so that such equities or obligations should not thereby be altered, it should be lawful for the said trustees or trustee for the time being, by and out of the moneys to arise from any such sale, or to be received for equality of exchange as therein-before mentioned, to pay any money which upon any exchange made in exercise of the aforesaid power in that behalf might be payable by the said trustees or trustee for equality of exchange, or which might be required for the renewal of any

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such lease or grant as therein-before mentioned, and also to raise any money agreed to be paid by the said trustees or trustee for equality of exchange, or which might be required for the renewal of any such lease or grant as therein-before mentioned, by mortgage of the hereditaments to be received in exchange or taken by renewal as aforesaid, or of any other hereditaments for the time being, subject to the then subsisting uses or trusts of the indenture now in recital, and for the purposes therein-before mentioned, or any of them, to execute and do all such assurances and things as they or he should think fit; and it was declared that no mortgagee advancing money upon any mortgage purporting to be made under such power should be bound to see that such money was wanted, or that no more than was wanted was raised: Provided also, and it was thereby agreed and declared, that it should be lawful for the said trustees or trustee for the time being, upon the request of any person thereby made tenant for life, who should be entitled in possession as therein-before mentioned, and if there should be no such person, then at their or his own discretion, to apply any money to arise by any such sale or exchange as therein-before mentioned in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being affecting all or any of the hereditaments then subject to the subsisting uses or trusts of the indenture now in recital, but without altering the equities or obligations of the parties claiming under the same indenture as to defraying the fines or expenses of such renewals of leases or grants as therein-before mentioned; and it was thereby agreed and declared that until the money to arise by such sale or exchange as therein-before mentioned should be disposed of as therein-before directed, the said trustees or trustee for the time being, with the consent of any person thereby made tenant for life who should be entitled as aforesaid, and if there should be no such person, then at the discretion of them or him, the said trustees or trustee might invest the same, or any part thereof, in their or his names or name, in or upon any of the public stocks or funds or government securities of the United Kingdom, or upon real securities in Ireland (but not in any other mode of investment), and might vary such stocks, funds, and securities; and it was thereby agreed and declared that the dividends, interest, and income of such stocks, funds, and securities should be paid and applied to such person or persons, for such purposes, and in such manner as the rents and profits of the hereditaments to be purchased therewith as therein-before mentioned would be payable or applicable in case such purchase and settlement as therein-before mentioned were then actually made: Provided always, and it was thereby agreed and declared, that the receipt of the said Robert O'Hara and Richard Bushe, or the survivor of them,

or the executors or administrators of such survivor, for any money which might become payable for the purchase of any hereditaments which might be sold under the powers of sale therein-before contained, or for equality of exchange as therein-before mentioned, or for any money which might be advanced by any mortgagee or mortgagees upon any mortgage purporting to be made under the power therein-before given to the said trustees or trustee for the time being of raising money by mortgage, or for any other money which might be paid, or any stocks, funds, or securities which might be transferred to the said Robert O'Hara and Richard Bushe, or the survivor of them, or the executors or administrators of such survivor, under or by virtue of the indenture now in recital, or in the execution of any of the trusts or powers thereof, should effectually discharge the person or persons paying or transferring the same therefrom, or from being bound to see to the application or being answerable for the loss or misapplication thereof; and after reciting that the said Sir John Power was also seised in fee of or otherwise well and sufficiently entitled to the lands of Newragh, otherwise Newregh, otherwise Nuragh, otherwise Clermont, situate in the county of Wicklow, and reciting that the said last-mentioned premises were subject, in conjunction with the said hereditaments and premises therein-before intended to be assured, to the several charges and incumbrances therein mentioned or referred to, and reciting that upon the treaty for the said marriage it was agreed that the said charges and incumbrances should, as between the said premises, situate as aforesaid in the said county of Wicklow, and the several hereditaments and premises therein-before assured, be primarily chargeable upon the said several hereditaments and premises therein-before assured and that the said premises situate in the said county of Wicklow should be held by the said Sir John Power, and his heirs, executors, administrators, or assigns, freed and exonerated from and indemnified against the said charges and incumbrances therein-before mentioned, so far as the said premises could be so freed and indemnified under and by virtue of the provisions therein-after contained, it was by the indenture now in recital agreed and declared by and between the several parties thereto that the said town and lands of Newragh, otherwise Newregh, otherwise Nuragh, otherwise Clermont, situate in the county of Wicklow, should be from thenceforth held and enjoyed by the said Sir John Power, his heirs, executors, administrators, or assigns, as the case might be, freed and absolutely discharged from the said several charges and incumbrances therein mentioned or referred to, and from all sums of money payable in respect of the same, or of any of them, for principal or interest, and that as between the said town and lands of Newragh, otherwise Newregh, otherwise Nuragh, otherwise Clermont, situate

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as aforesaid in the said county of Wicklow, and the said Sir John Power, his heirs, executors, administrators, or assigns, and other the owner and owners thereof for the time being, on the one hand, and the hereditaments and premises therein-before assured, and the owner and owners of the same for the time being, the said hereditaments and premises therein-before assured should be exclusively charged with, liable, and subject to the said several charges and incumbrances therein mentioned or referred to, and to all moneys whatsoever, as well annual as in gross, and for principal or interest, which were then due or raisable, or which should thereafter become due or raisable, on foot of all or any of the said several charges, in full and entire exoneration of all and every the said town and lands of Newragh, otherwise Newregh, otherwise Nuragh, otherwise Clermont, situate as aforesaid in the said county of Wicklow, from all such moneys, and from all liability to bear the same:

And whereas the said last-mentioned town and lands are now about to be sold:

And whereas the said marriage between the said Sir Richard Crampton Power and Dame Florence Anne Maria Power was duly solemnised shortly after the date of the said indentures, and there has been issue of such marriage two sons and no other children, (that is to say,) John Elliott Cecil Power, who was born on the first day of December one thousand eight hundred and seventy, and Elliott Derrick Le Poer Power, who was born on the eleventh day of April one thousand eight hundred and seventy-two:

And whereas the said Sir John Power died on the eighth day of August one thousand eight hundred and seventy-three, whereupon the said Sir Richard Crampton Power became entitled to and is now in possession of the estates comprised in the secondly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine as tenant for life:

Indenture of 10th March 1874.

And whereas by an indenture dated the tenth day of March one thousand eight hundred and seventy-four, and made between the said Sir Richard Crampton Power and Dame Florence Anne Maria his wife of the first part, the said James Herne Wade, Thomas Barnard, and Robert O'Hara of the second part, and Charles Burton, of Winchfield in the county of Hants, Esquire, of the third part, after reciting that the said Thomas Barnard was desirous of being discharged from the trusts of the said firstly herein-before recited indenture of the twenty-first day of May one thousand eight-hundred and sixty-nine, the said Sir Richard Crampton Power and Dame Florence Anne Maria his wife, in execution of the power contained in the same indenture, appointed the said Charles Burton to be a trustee of the same indenture in the place of the said Thomas Barnard; and by the indenture now in recital the premises then

vested in the said James Herne Wade, Thomas Barnard, and Robert O'Hara upon the trusts of the same indenture were assured to and are now vested in the said James Herne Wade, Robert O'Hara, and Charles Burton, their heirs, executors, administrators, and assigns respectively, upon the trusts by the same indenture declared of and concerning the same:

And whereas the estates comprised in the secondly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine are family estates of the Power family, and are, as appears by such indenture, heavily incumbered, and such incumbrances with but small exception carry interest at the rate of five pounds per centum per annum, and portions of such estates are held at head rents of considerable amount in the whole, and the annual sum payable for interest in respect of such incumbrances and the said head rents respectively form very heavy charges upon the annual income of the said Sir Richard Crampton Power:

And whereas the hereditaments and premises comprised in the firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine consist to a large extent of freehold land in the county of Bedford, and of leaseholds renewable for ever sub-leased on renewable leases in the county of Middlesex, which would it is believed respectively sell for very large prices, and the remaining premises lie in various and scattered localities, and are not of any importance as affecting the position in life of the said Dame Florence Anne Maria Power, or of her issue:

And whereas it would greatly increase the income of the said Dame Florence Anne Maria Power, and also improve the position in life of herself and her husband and issue, and be very beneficial to them as an Irish family, if the estates in England comprised in the firstly herein-before recited indenture, or portions thereof, were sold, and the moneys arising from such sales applied in the purchase of the estates comprised in the secondly herein-before recited indenture, or of a portion of the same sufficient to discharge the incumbrances affecting such estates, and to purchase the head rents affecting the same estates or parts thereof, or in the purchase of the said town and lands in the county of Wicklow, or of other estates in Ireland, and it is desirable that provisions such as are in this Act contained for authorising such application of such moneys should be made:

And whereas the trusts contained in the firstly herein-before recited indenture, and the statutory powers attaching thereto, do not enable the trustees to effect the desirable objects aforesaid, and the same cannot be accomplished without the authority of Parliament:

And whereas it is also desirable that the trustees of the first-recited indenture should be expressly authorised to lend the moneys

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arising from sales on mortgage of the estates comprised in the secondly-recited indenture:

Therefore Your Majesty's most dutiful and loyal subjects the said Sir Richard Crampton Power and Dame Florence Anne Maria his wife, on behalf of themselves and of the said John Elliott Cecil Power and Elliott Derrick Le Poer Power, their only children, James Herne Wade, Robert O'Hara, and Charles Burton, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Trustees of Lady Power's settlement authorised to become purchasers of estates in Ireland, &c.

1. From and after the passing of this Act it shall be lawful for the said James Herne Wade, Robert O'Hara, and Charles Burton, or the survivors or survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, with such consent or at such discretion as in such indenture mentioned, to lay out and invest all or any part of the moneys arising or to arise from the exercise of the powers of sale and exchange contained in the same indenture in the purchase of any towns, messuages, lands, and hereditaments of inheritance in fee simple, or held upon a fee farm grant or fee farm grants, or upon a lease or leases for lives or years renewable for ever, situate in England, Wales, or Ireland, or in the purchase of all or any of the head rents affecting or payable out of the estates comprised in the secondly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, or any part or parts of those estates, in lieu of being restricted to investing such moneys in the purchase of lands or hereditaments in England or Wales, as directed by the said indenture and the statutory powers attaching thereto, and that the directions and provisions of such statutory powers with respect to the settlement of the hereditaments by such indenture authorised to be purchased shall apply and extend to the hereditaments in Ireland and the said head rents to be so purchased as aforesaid, and in the same manner in every respect as if the same indenture and statutory powers attaching thereto had authorised such investment as is by this Act authorised to be made; provided that any lands so to be purchased in Ireland shall be the estates settled by the secondly herein-before recited indenture or the said town lands or hereditaments situate in the county of Wicklow, or any portions thereof, or any estates suitable to be held therewith respectively.

Trustees authorised to invest upon

2. From and after the passing of this Act it shall be lawful for the said James Herne Wade, Robert O'Hara, and Charles Burton,

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mortgages affecting estates settled by Sir John Power.

or the survivors or survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the herein-before firstly-recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, with such consent or at such discretion as is herein-before required in the case of a purchase, from time to time to lay out and invest all or any part of the moneys arising or to arise from the exercise of the powers of sale and exchange contained in the said indenture in or upon a transfer of all or any of the incumbrances now affecting the estates and hereditaments comprised in the said secondly herein-before recited indenture, of the twenty-first day of May one thousand eight hundred and sixty-nine, or any part thereof, and on any such incumbrance being so dealt with, the same and also the security therefor shall be transferred to or vested in the said James Herne Wade, Robert O'Hara, and Charles Burton, or the survivors or survivor of them, or the trustees or trustee for the time being of the said firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, and their or his heirs, executors, administrators, and assigns respectively, and the incumbrances so dealt with and the security therefor shall be held upon such and the like trusts as are by the statutory powers attaching to the said last-mentioned indenture (including the powers given by this Act) declared of the investments of money received upon any sale, or for equality of exchange, until the same shall have been laid out as directed by such statutory powers.

Purchases and mortgages to be approved by the Court of Chancery.

3. Provided always, that every investment of the aforesaid trust moneys or any part thereof in the purchase of lands and hereditaments in Ireland, or of any of the incumbrances or head rents now affecting the estates and hereditaments comprised in the said secondly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, pursuant to the powers contained in this Act, shall be made under the direction and with the sanction of the High Court of Chancery in England, and that it shall be lawful for the said Court of Chancery, upon the petition of the said James Herne Wade, Robert O'Hara, and Charles Burton, or the survivors or survivor of them, or the executors or administrators of such survivor, or the trustees or trustee for the time being of the said firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, in a summary manner to make such orders or order in relation to any such investment as to the said Court of Chancery shall seem meet: Provided always, that (so far as relates to title) it shall be lawful for the said Court of Chancery on any such investment to act upon a certificate of counsel, to be nominated and approved by

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the judge of the Landed Estates Court in Ireland, that a good title has been shown to the subject matter of such investment.

General saving.

4. Saving always to the Queen's most Excellent Majesty, and to her heirs and successors, and to all and every other persons and person, bodies politic and corporate, and his, her, and their heirs, successors, executors, and administrators, (other than and except the said Sir Richard Crampton Power and the said Dame Florence Anne Maria Power his wife, and her appointees, and the said John Elliott Cecil Power and Elliott Derrick Le Poer Power, and the heirs of their respectice bodies, and all and every other the children of the said Dame Florence Anne Maria Power, and the heirs of the body and bodies of such children respectively, and the said James Herne Wade and his issue, and the said Elizabeth Browne and her issue, and the said James Herne Wade, Robert O'Hara, and Charles Burton as such trustees as aforesaid, and the trustees for the time being of the firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, and the said Elliott Kenworthy Browne and Richard Bushe as such trustees as aforesaid, and the trustees for the time being of the said term of one thousand years created by the first-recited settlement,) all such estate, right, title, interest, claim, and demand whatsoever as they or any of them had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

Expenses of Act.

5. The costs, charges, and expenses of applying for and obtaining this Act, or preliminary or incidental thereto, and of acting in execution of the same, or in exercise of the powers hereby conferred, shall be paid by the said James Herne Wade, Robert O'Hara, and Charles Burton, or the survivors or survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the firstly herein-before recited indenture of the twenty-first day of May one thousand eight hundred and sixty-nine, out of any moneys from time to time in their hands arising from the exercise of the said power of sale and exchange contained in the same indenture.

Short title.

6. This Act may be cited for all purposes as "Power's Estate Act, 1874."

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

7. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1874.