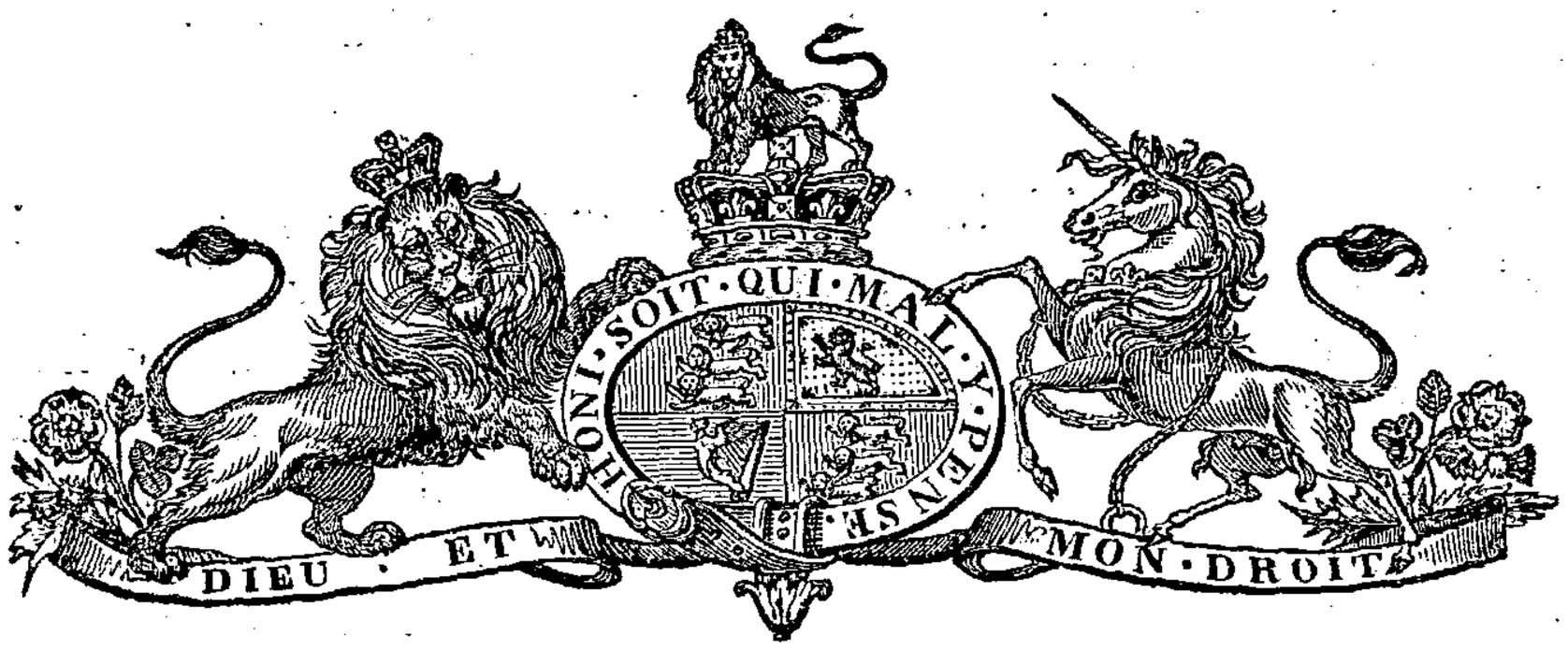


ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 13.

An Act for giving Effect to a Compromise relating to the Estate of the Right Honourable *George Alan* Viscount *Midleton*, deceased, and, with a view thereto, for vesting the Estates in *England* and *Ireland* late of the said Viscount *Midleton* in Trustees; and for other Purposes.

[14th *August* 1850.]

Indenture of Covenant dated the 21st April 1837.

WHEREAS by an Indenture dated the Twenty-first Day of *April* One thousand eight hundred and thirty-seven, and made between the Right Honourable *George Alan* late Viscount *Midleton* of the one Part, and the Right Honourable *Charles* Viscount *Midleton*, by his then Name of *Charles Brodrick* Esquire, of the other Part, after reciting, that the Right Honourable *George* Viscount *Midleton*, deceased, duly signed and published his last Will and Testament in Writing, bearing Date the Fifth Day of *July* One thousand eight hundred and thirty-three, and thereby gave and devised unto the Right Honourable *Henry Thomas* Earl of *Chichester* and the said *Charles* Viscount *Midleton*, then *Charles Brodrick* Esquire, his Manor of *Moushill*, and all his Messuages, Farms, Lands,

and Hereditaments, with their Appurtenances, in the several Parishes of *Peper Harow*, *Godalming*, and *Witley*, or in any other Parishes thereto near or adjoining, in the County of *Surrey*, which he had purchased or taken in Exchange, and which were not included in the Settlement made on his Marriage with his Wife *Maria* Viscountess *Midleton*, subject to a certain Mortgage Debt charged thereon, and the Interest thereof, which Debt and Interest were not to be paid out of his Personal Estate, and except the Copyhold and Leasehold Land and Hereditaments therein-after mentioned, to hold the same unto the said *Henry Thomas* Earl of *Chichester* and *Charles* now Viscount *Midleton*, their Executors, Administrators, and Assigns, for the Term of One thousand Years from the Day of his Decease, without Impeachment of Waste, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as in the said Will is declared of and concerning the same; and, subject to the aforesaid Term of One thousand Years and to the Trusts thereof, the said Testator gave and devised the said Manor of *Moushill*, and Estates in *Peper Harow*, *Godalming*, and *Witley*, and elsewhere in the County of *Surrey*, (except as aforesaid,) comprised in the said Term, and also his Manor of *Dunsford*, and his Messuages, Lands, and Hereditaments at or near *Wandsworth* in the said County of *Surrey*, with their respective Appurtenances, and all other his unsettled Freehold Hereditaments, if any, in the said County of *Surrey*, to hold to the Use of his Nephew the said *Charles* Viscount *Midleton*, his Heirs and Assigns, for ever; and also reciting, that the said Testator gave and devised to and for the Use of his said Nephew, his Heirs and Assigns, the Copyhold Land, with the Appurtenances, which the said Testator held of the Manor of *Godalming;* and that the said Testator gave and devised to his said Nephew, his Executors, Administrators, and Assigns, the Land called *Forked Pond*, or by any other Name, being Leasehold for a long Term of Years, and forming Part of his *Surrey* Estates; and that the said Testator gave and devised his Estates or Hereditaments called *Glanworth* and *Knockincorbaly* in the County of *Cork* in *Ireland*, then late mortgaged to *Charles Townshend* Esquire, to the said Testator's Wife the said *Maria* Viscountess *Midleton* for her Life, and after her Decease to his said Nephew, his Heirs and Assigns, for ever; and that the said Testator provided, that if his said Wife should at any Time come into possession of a Share of the Estates and Property of her late Father *Richard Benyon* Esquire, deceased, under the Provisions of his Will, the said Devise to her for Life should thenceforth determine and be void, and the Estate in remainder should take effect as if she were actually dead; and that the said Testator also gave and bequeathed his Books, Prints, Pictures, Marbles, and Household Furniture and Fittings at *Peper Harow*, except as in the said Will mentioned, and all his Implements and Farming Stock,

Stock, both live and dead, to his Nephew the said *Charles* now Viscount *Midleton;* and that the said Testator appointed his said Wife *Maria* Viscountess *Midleton* and the said *Charles* now Viscount *Midleton* and *Joseph Berens* Executrix and Executors of that his Will; and also reciting, that the said Testator departed this Life on or about the Twelfth Day of *August* One thousand eight hundred and thirty-six, without having revoked or altered his said Will, which was duly proved by the said *Joseph Berens* on the Seventh Day of *November* One thousand eight hundred and thirty-six in the Prerogative Court of the Archbishop of *Canterbury;* and also reciting, that under and by virtue of certain Indentures of Release purporting to be respectively grounded on Leases for a Year, and bearing Date respectively the Twentieth and Twenty-seventh Days of *January* One thousand eight hundred and thirty-seven, (then duly enrolled, or about to be duly enrolled, in the High Court of Chancery in *Ireland,*) the said *George Alan* Viscount *Midleton* was absolutely entitled to the Mansion and Grounds of *Cahirmone,* and to divers Estates, Lands, Tenements, and Hereditaments situate in the County of *Cork* in *Ireland;* and also reciting, that, in consideration that the said *Charles* Viscount *Midleton* had agreed to enter into a Covenant to convey, surrender, and assign the said Freehold, Copyhold, and Leasehold Hereditaments in the said County of *Surrey,* subject to the Charges thereon, and except as therein-after mentioned, and the said Estate or Hereditaments called *Glanworth* and *Knockincorbaly* in the said County of *Cork* in *Ireland,* subject to the Estate or Interest therein of the said *Maria* Viscountess *Midleton,* so devised to the said *Charles* Viscount *Midleton* as aforesaid, and to make over the said Books, Prints, Pictures, Marbles, Fixtures, and Fittings so bequeathed to the said *Charles* Viscount *Midleton* as aforesaid to the said *George Alan* Viscount *Midleton,* his Heirs, Executors, Administrators, and Assigns, absolutely, according to the Nature and Tenures of the same respectively, the said *George Alan* Viscount *Midleton* had agreed to covenant to make such Settlement as is therein-after contained; it is by the said Indenture now in recital witnessed, that for the Considerations therein mentioned the said *Charles* Viscount *Midleton* did thereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree with and to the said *George Alan* Viscount *Midleton,* his Heirs, Executors, Administrators, and Assigns, that he the said *Charles* Viscount *Midleton,* and all other Persons claiming under him, would, on or before the Twenty-sixth Day of *June* One thousand eight hundred and thirty-seven, well and effectually convey, surrender, assign, and assure unto the said *George Alan* Viscount *Midleton,* his Heirs, Executors, Administrators, and Assigns, or as he or they should appoint, all those the said Manors of *Moushill* and *Dunsford,* and all and singular other the Freehold, Copyhold, and Leasehold Estates whatsoever in the said County of

Surrey

Surrey so as aforesaid by the said Will of the said *George* Viscount *Midleton* devised or bequeathed to the said *Charles* Viscount *Midleton*, subject as to the said Freehold Hereditaments to the said Term of One thousand Years, and the Trusts thereof then remaining unperformed, and to the then existing Mortgage thereon, and except certain Hereditaments on Lease to *Thomas Rooke* in the Parish of *Wandsworth* aforesaid, and all the Estate or Hereditaments called *Glanworth* and *Knockincorbaly* in the said County of *Cork* in *Ireland*, subject to the Estate or Interest therein of *Maria* Viscountess *Midleton*, and also all the Books, Prints, Pictures, Marbles, Fixtures, and Fittings at *Peper Harow* so bequeathed to the said *Charles* Viscount *Midleton*, as in the said Will was mentioned, all the said Freehold Estates being freed from the Dower of any Wife of the said *Charles* Viscount *Midleton*; and in consideration of the Conveyance, Assignment, and Surrender to be made in pursuance of the said Covenant, and for divers other good Causes and Considerations the said *George Alan* Viscount *Midleton* thereunto moving, and in pursuance of the aforesaid Agreement in that Behalf, the said *George Alan* Viscount *Midleton*, for himself, his Heirs, Executors, and Administrators, did thereby covenant with the said *Charles* Viscount *Midleton*, his Heirs and Assigns, that he the said *George Alan* Viscount *Midleton*, and all Persons claiming under him, would, immediately upon the Execution by the said *Charles* Viscount *Midleton* of the Conveyance, Assignment, and Surrender so covenanted to be made by him, as therein-before mentioned, convey, settle, and assure, freed and discharged from or otherwise indemnified by the said *George Alan* Viscount *Midleton* against all Incumbrances whatsoever, except Leases, Quit Rents, and all other usual Outgoings, such and so many Freehold Lands and Hereditaments in the County of *Cork* aforesaid, including the Capital Messuage or Dwelling House called by the Name of *Cahirmone*, as should be of the gross Value of the Sum of One hundred and twenty thousand Pounds, or of the gross annual Value or Rental of Five thousand Pounds clear of Land Tax and Quit Rents, and such like Deductions, as the said *George Alan* Viscount *Midleton*, his Heirs or Assigns, should select, unto such Trustees as they the said *George Alan* Viscount *Midleton* and *Charles* Viscount *Midleton*, or the Survivor of them, should appoint, and their Heirs, to the Use of the said *George Alan* Viscount *Midleton* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *George Alan* Viscount *Midleton*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *George Alan* Viscount *Midleton*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the said *Charles* Viscount *Midleton* and his Assigns during his Life, without Impeachment of Waste, with

Remainder

Remainder to the said Trustees during the Life of the said *Charles* Viscount *Midleton*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Charles* Viscount *Midleton*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Reverend *George Brodrick* of *Shalford* in the County of *Surrey*, Clerk, the Brother of the said *Charles* Viscount *Midleton*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *George Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *George Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Reverend *William John Brodrick*, therein described as of *Castle Rising* in the County of *Norfolk*, Clerk, another Brother of the said *Charles* Viscount *Midleton*, and his Assigns during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *William John Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of *William Brodrick*, the eldest Son of the said *William John Brodrick*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *William Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *William Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of *George Charles Brodrick* (in the Indenture now in recital called by Mistake *George Brodrick*), Second Son of the said *William John Brodrick*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *George Charles Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *George Charles Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of *Charles Brodrick*, Third Son of the said *William John Brodrick*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the last-named *Charles Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the last-named *Charles Brodrick*, successively in Tail Male, with Remainder to the Use of the Fourth and other Sons of the said *William John Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Honourable *John Brodrick*, a General in His Majesty's Army, (Uncle of the said *George Alan* Viscount *Midleton* and *Charles* Viscount *Midleton*,) and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *John Brodrick*, upon trust to

preserve contingent Remainders, with Remainder to the Use of *John Robert Brodrick*, the eldest Son of the said *John Brodrick*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees during the Life of the said *John Robert Brodrick*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *John Robert Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the Second and other Sons of the said *John Brodrick*, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of such Person or Persons in succession as should succeed to the *English* and *Irish* Peerages then enjoyed by the said *George Alan* Viscount *Midleton*, and to the respective Heirs Male of their respective Bodies or Body, so that such Estates might go with such Titles as long as the Law would permit, but in case there should be a Failure of such Issue Male as last aforesaid, so that the said Titles should become extinct, then to the Use of the said *George Alan* Viscount *Midleton* in Fee; and it was thereby agreed, that in such Settlement should be contained such Powers of charging with Jointures, and with Portions for younger Children, and such Powers of leasing, as in the Indenture now in recital are mentioned, and such Powers of granting not exceeding Ten Acres for the Purpose of erecting a Schoolhouse, or for any other charitable Use or Purpose, or for the Use of any Railway, Canal, or other public Undertaking, as in the Indenture now in recital mentioned; and it was thereby agreed, that in the said Settlement so to be made by the said *George Alan* Viscount *Midleton* as aforesaid should be contained the usual Powers of Sale and Exchange, and for the Appointment and Indemnity of Trustees, and all such further and other Clauses, Provisoes, Agreements, and Declarations, as well for further explaining the Indenture now in recital as for the convenient Use and Benefit of all or any of the Parties to such Settlement, as the Parties thereto or their Counsel should think proper and reasonable, or as were usual in such Cases; and it was thereby expressly agreed, that the said *Charles* Viscount *Midleton* should not be bound or called upon to adduce any Title to the said Freehold, Copyhold, and Leasehold Hereditaments so to be conveyed, surrendered, and assigned to the said *George Alan* Viscount *Midleton*, except such as was shown by the said Will of the said *George* Viscount *Midleton*, and that the said *George Alan* Viscount *Midleton* should not be bound or called upon to adduce any Title to the said Hereditaments so to be limited in strict Settlement as aforesaid, except such as was shown by the therein-before mentioned Indentures of the Twentieth and Twenty-seventh Days of *January* One thousand eight hundred and thirty-seven; and it was thereby agreed, that the said *George Alan* Viscount *Midleton* should be entitled to the Hereditaments so agreed to

be conveyed, surrendered, and assigned to him as from the Decease of the said *George* Viscount *Midleton*, and further, that in the Selection of the Estates to be settled by the said *George Alan* Viscount *Midleton* it should be in the Option of the said *George Alan* Viscount *Midleton*, his Heirs and Assigns, to determine whether Estates of the gross Value of One hundred and twenty thousand Pounds, or of the gross annual Rent or Value of Five thousand Pounds, should be settled under the aforesaid Covenant, and that in estimating the Value of such Estates the Value of the Timber and other Trees should be included, but in case the Value of the Timber to be included in such Estimate should amount to more than Five thousand Pounds, then all Tenants for Life under the Limitations of the Settlement should be restrained from reducing the Value of the Timber on the settled Estates below that Amount; and it was thereby agreed, that in case any Dispute or Difference should arise between the said Parties whether the Hereditaments proposed by the said *George Alan* Viscount *Midleton* to be settled as aforesaid were of the gross Value of One hundred and twenty thousand Pounds or of the gross Value or Rental of Five thousand Pounds *per Annum*, after deducting Land Tax and Quit Rents, and such like Deductions, as the Case might be, and such Difference or Dispute should not be fully decided between or amongst themselves within One Calendar Month after the same should arise, then and in such Case such Disputes and Differences should, upon the Request of either of them, be reduced into Writing, and be referred to the Arbitration of Three indifferent Persons, One to be chosen by each of the Parties thereto, and a Third by the Persons first chosen, and which Three indifferent Persons should accordingly be chosen for that Purpose within the Space of Two Calendar Months next after such Request, and the Award of the said Three Persons, or any Two of them, in the Matter so referred to them, should be binding and conclusive on the said Parties thereto, so as such Award should be made in Writing under the Hands and Seals of the said Three Persons, or any Two of them, within the Space of Two Calendar Months after all the said Three Persons should be elected as aforesaid; and it was thereby further agreed, that in case it should be necessary to resort to any Part of the said Real or Personal Estate thereby agreed to be conveyed, surrendered, or assigned by the said *Charles* Viscount *Midleton* to the said *George Alan* Viscount *Midleton* for the Payment of the Debts, Funeral Expenses, or other Charges under the Will of the said *George* Viscount *Midleton*, that then the Value of such Hereditaments so to be settled should abate in the Ratio therein mentioned; and it was thereby agreed, that it should be lawful for the said *George Alan* Viscount *Midleton* and *Charles* Viscount *Midleton* at any Time thereafter to revoke or alter all or any of the Limitations,

Powers,

Powers, and Provisions therein-before agreed to be contained in the said Settlement; and the said *George Alan* Viscount *Midleton* agreed to confirm to *Richard Stilwell* the Lease for his Life of his Cottage and Land, then in his Occupation, in the Parish of *Peper Harow*, granted to him by the said *George* Viscount *Midleton*, and to secure by Bond to *Anne Brodrick*, the Wife of the said *John Brodrick*, in case she should survive her said Husband, an Annuity of One hundred Pounds *per Annum* for her Life: And whereas it was afterwards agreed that the said *George Alan* Viscount *Midleton* should purchase the Furniture and Farming Stock at *Peper Harow*, and that the net Sum which the said *Charles* Viscount *Midleton* was entitled to receive out of the said Purchase Money should be retained by the said *George Alan* Viscount *Midleton*, in augmentation of the said Settlement, in the Ratio of Three in Settlement to One in Money: And whereas the Money retained by the said *George Alan* Viscount *Midleton* amounted to Two thousand three hundred and eighty Pounds Seven Shillings and Three-pence, so that the gross Value to be put in Settlement amounted to One hundred and twenty-seven thousand one hundred and forty-one Pounds One Shilling and Nine-pence: And whereas by an Indenture dated the Twenty-fourth Day of *April* One thousand eight hundred and forty-four, made pursuant to the Act for rendering a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties, expressed to be made between the said *Charles* Viscount *Midleton*, then *Charles Brodrick* Esquire, and the Honourable *Emma* his Wife, of the First Part, the said *George Alan* Viscount *Midleton* of the Second Part, and the Reverend *Lawrence William Eliot* of the Third Part, and duly acknowledged by the said *Emma*, Wife of the said *Charles* Viscount *Midleton*, it was witnessed, that in part Performance of the herein-before recited Covenant of the said *Charles* Viscount *Midleton*, and for the nominal Consideration therein mentioned, the said *Charles* Viscount *Midleton* did grant and release, and the said *Emma*, Wife of the said *Charles* Viscount *Midleton*, with the Concurrence of her Husband, did release and quit Claim, unto the said *George Alan* Viscount *Midleton* and his Heirs, all that the said Manor or Lordship of *Dunsford*, and all those Messuages, Lands, and Hereditaments at or near *Wandsworth*, in the said County of *Surrey*, so as aforesaid devised by the said Will of the said *George* Viscount *Midleton* to the Use of the said *Charles* Viscount *Midleton*, his Heirs and Assigns, (except the said Hereditaments on Lease to the said *Thomas Rooke*, and a Piece of Land conveyed to *Thomas Watts Palmer* and *John Augustus Beaumont*, and except a Piece of Land which the said *Charles* Viscount *Midleton* had agreed to sell to the said *John Augustus Beaumont* before the Execution of the said recited Deed of Covenant, and since conveyed to the said *John Augustus*

Indenture, dated the 24th April 1844.

Augustus Beaumont, with the Rights, Members, and Appurtenances,) to have and to hold the said Manor, Messuages, Lands, Hereditaments, and Premises thereby released, and every of them, unto the said *George Alan* Viscount *Midleton* and his Heirs, to such Uses, upon and for such Trusts, Intents, and Purposes, and in such Manner, as the said *George Alan* Viscount *Midleton* should by any Deed or Deeds direct and appoint, and in default of and until such Direction and Appointment, and so far as the same should not extend, to the Use of the said *George Alan* Viscount *Midleton* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Lawrence William Eliot* and his Heirs, during the Life of the said *George Alan* Viscount *Midleton*, in trust for him and his Assigns, with Remainder to the Use of the said *George Alan* Viscount *Midleton*, his Heirs and Assigns; and by the Indenture now in recital the said *George Alan* Viscount *Midleton* declared that in case he should leave a Widow who but for that Declaration would be dowable out of the said Premises thereby released, she should not be dowable thereout: And whereas the said *George Alan* Viscount *Midleton* made and published a Will dated the Seventh Day of *September* One thousand eight hundred and thirty-seven, and thereby gave and bequeathed unto his beloved and faithful Wife *Ellen* now Dowager Viscountess *Midleton* an Annuity of Two thousand Pounds a Year, chargeable upon his Estates in the County of *Cork* and also those within the Liberties of the City of *Cork* in *Ireland*, with Powers of Distress and Entry for the Recovery thereof, as if the same had been secured by a Lease for Years, the same Annuity to be paid half-yearly, with a proportionable Part thereof up to the Day of the Decease of his said Wife, the first Payment to be made within Six Calendar Months after his Decease, and to be in lieu of Dower and Free Bench, but in addition to the Provision made for her by Deed, and which he thereby confirmed, and he appointed his said Wife Executrix of his said Will: And whereas the said *George Alan* Viscount *Midleton* made and published a Will dated the Twenty-second Day of *August* One thousand eight hundred and thirty-eight, and thereby, after bequeathing to his Wife the said *Ellen* now Dowager Viscountess *Midleton* the Balances at his Bankers, and his College Plate, and such other Plate as she might select, and such of the Personalty at *Peper Harow*, except Family Pictures, as she might select, the said Testator gave and devised unto his said Wife and her Assigns for her Life, if she should so long continue his Widow, without Impeachment of Waste, all that his Manor of *Moushill* in the County of *Surrey*, and also all the Farm and Lands and Hereditaments situate in or near the Parish of *Witley* in the County of *Surrey*, and which his late Father purchased of the late Mr. *Stilwell*, save and except the *Bonville* Plantation, the Hanger and Coppice attached thereto, and the Meadow below it; and as to his the said Testator's Manor and Mansion House of *Peper Harow*, and as to all other his Messuages, Lands, Tenements, Hereditaments,

Will of George Alan Viscount Midleton, dated 7th September 1837.

Will of George Alan Viscount Midleton, dated the 22d August 1838.

Hereditaments, and Real Estate (including Copyholds) in the Parish of *Peper Harow* aforesaid, and the Parishes adjoining thereto, or elsewhere in the County of *Surrey*, except his Manor of *Dunsford*, and his Estates in or near the Parish of *Wandsworth*, in possession, reversion, remainder, or expectancy, with their Appurtenances, subject to the Estate therein-before devised to his said Wife in the Manor of *Moushill*, and the Farm, Lands, and Hereditaments late *Stillwell*'s, the said Testator gave and devised the same unto and to the Use of his Friend *William Pinney* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of his Friends *William Frederick Beadon* and *Frederick Thomas Pelham* (in the Will now in recital called *Henry Pelham*), and their Heirs, during the natural Life of the said *William Pinney*, upon trust for him and his Assigns, and to preserve the contingent Uses therein-after limited, with Remainder to the Use of the First and other Sons of the said *William Pinney*, successively according to the Priority of their respective Births in Tail Male, with Remainder to the Use of the said *William Pinney*, his Heirs and Assigns, for ever; and the said Testator declared it to be his Wish that the said *William Pinney* and his Heirs Male should take the Name of *De Brodrick*, in addition to his and their own, and should make *Peper Harow* his and their Residence; and the said Testator also gave and bequeathed to the said *William Pinney*, his Executors, Administrators, and Assigns, absolutely, subject to the Bequest therein-before made to his the said Testator's said Wife, all his the said Testator's Leasehold Estates in the Parishes of *Peper Harow* and *Witley* aforesaid, or either of them, or in any Parish adjoining thereto, and all his Books, Prints, Pictures, Marbles, and Household Furniture of every Description at *Peper Harow* (except his Family Pictures and Plate), and also all his Implements and Farming Stock, both live and dead, in the Parishes of *Peper Harow*, *Witley*, and *Godalming*, any or either of them, and all other his Personal Property at or about *Peper Harow*, except Cash and Securities; and as to all his Messuages, Farms, Lands, and Hereditaments in the County of *Waterford* in *Ireland*, the said Testator gave and devised the same unto and to the Use of the said *William Frederick Beadon* in Tail Male, with Remainder to the Use of the said *William Frederick Beadon* in Fee; and the said Testator gave, devised, and bequeathed to the said *William Frederick Beadon*, his Heirs, Executors, Administrators, and Assigns respectively, all the Messuages, Lands, Tenements, Hereditaments, and Real Estate, or any Share therein, and all the Money and Personal Estate then in the Possession of *Richard Benyon De Beauvoir* Esquire, or the said Testator's Mother *Maria* Viscountess *Midleton*, or either of them, or which they or One of them were or was then in the Receipt of the Rents, Dividends, or annual Proceeds of, and to which, under the Provisions of the Will of *Richard Benyon* Esquire, deceased, or of some subsequent Deeds or Instruments, the

said Testator was then entitled, or to which he should become entitled on the Decease of the said *Richard Benyon De Beauvoir* and the said Testator's said Mother, one or both of them; and the said Testator declared it to be his Wish, that the said *William Frederick Beadon* should reside in the County of *Waterford;* and the said Testator declared his Will to be, that whatever Mortgages or Charges by Deed, Settlement, or Will should be subsisting on any of his Estates therein-before devised at the Time of his Decease should be borne and paid by the Person or Persons who under the Limitations of his said Will should be entitled to the said Estates respectively, and that no Part of such Mortgages or Charges, or the Interest thereof, should be chargeable on or paid out of his Personal Estate; and as to his Manor of *Dunsford*, and his Messuages, Lands, and Hereditaments in or near the Parish of *Wandsworth*, in the said County of *Surrey*, the said Testator gave and devised the same to such Person or Persons in succession as should, according to the Limitations of his *English* and *Irish* Peerages, succeed to such Titles, and to the respective Heirs Male of their respective Bodies or Body, so that such Estates might go with such Titles as long as the Law would permit; and as to all his Family Pictures, and all his Plate which his Wife should not select for her own Use, the said Testator gave and bequeathed the same unto the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, their Executors, Administrators, and Assigns, in trust to permit the same to go along with and to be used and enjoyed, as far as the Rules of Law and Equity would permit, by the Person who under or by virtue of the Limitations therein-before contained, or any Proviso in his said Will, should for the Time being be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of his said Manor of *Dunsford*, and his Messuages, Lands, and Hereditaments in or near the said Parish of *Wandsworth*, yet so that the same should not vest absolutely in any Person thereby made Tenant in Tail Male by Purchase of his said Manor and other Hereditaments, unless such Person should attain the Age of Twenty-one Years, or die under that Age leaving Issue Male of his Body living at his Decease, or born in due Time after; and the said Testator directed his Executors to pay to such Servants as should have resided with him Three Years previous to his Death, and of whose Conduct his Wife by Note in Writing Two Months after his Decease should signify her full Satisfaction up to that Time, the Amount of One Year's Wages each over and above any Wages which might then be due to them respectively; and the said Testator also gave and bequeathed to his Huntsman, *William Bone*, in case he should be residing with him at the Time of his Decease, an Annuity of Twenty Pounds for his Life, payable by equal half-yearly Payments, without any Deductions for Legacy Tax or otherwise; and

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as to all the rest, Residue, and Remainder of his Manors, Towns, Messuages, Farms, Lands, Tenements, Hereditaments, and Real Estate whatsoever, including Copyholds, in possession, reversion, remainder, or expectancy, with their Appurtenances, both in *England* and *Ireland*, and whether in possession, reversion, remainder, or expectancy, the said Testator gave and devised the same unto and to the Use of his Friends, the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, their Heirs and Assigns, upon the Trusts following; that is to say, upon trust, as soon as conveniently might be after his Decease, to carry into effect, perform, and complete the herein-before recited Contract or Agreement between the said Testator and the said *Charles* Viscount *Midleton*, and to make and execute all such Agreements, Conveyances, Assurances, Acts, Deeds, Matters, and Things as might be requisite or necessary for carrying into effect such Contract or Agreement as aforesaid, and, as soon as conveniently might be after the said Testator's Decease, to make Sale, either by public Sale or private Contract, of his said residuary Manors, Towns, Lands, Hereditaments, and Real Estate, for the best Prices that could be reasonably obtained for the same, and to convey and assure the same to the Purchasers thereof, or in such Manner as they should direct; and it was the said Testator's Will, that the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, and the Survivor of them, his Heirs and Assigns, should have full Power to sell to the Person for the Time being in the Possession or in the Enjoyment of the Titles to his *English* and *Irish* Peerages, all or any Part of his residuary Manors, Towns, Farms, Lands, Hereditaments, and Real Estate, according to the Valuation of Two Persons, to be chosen in the usual Way, or their Umpire; and the said Testator directed and declared that the said Trustees, or the Survivor of them, or the Heirs, Executors, or Administrators of each Survivor, should stand possessed of the Monies to arise from any Sale or Sales of his said residuary Real Estate and Hereditaments, and of the Rents and Profits of the said Estates in the meantime, including the Arrears which might be due to him at the Time of his Decease, which the said Testator also gave to them, upon the Trusts following; (that is to say,) upon trust to pay to his said Wife her Jointure of One thousand Pounds *per Annum*, and also the further Sum of Two thousand Pounds a Year, to be paid half-yearly, and the first Payment to be made within Six Months after his Decease, and such Annuity to be continued, if his Wife should so long live, until the Surplus of the Monies to arise by the said Sales should be paid to her, as therein-after directed, and upon trust, after Payment and Satisfaction of the Costs and Expenses attending the said Sales, to pay all his just Debts, Funeral Expenses, and testamentary Charges, and the Legacies therein-before bequeathed, and to provide for Payment of the said

Annuity to the said *William Bone*, and then to pay the Sum of Ten thousand Pounds to the said *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, for his own absolute Use and Benefit, such Legacy to become vested immediately on the said Testator's Decease, and upon trust to pay and make over the Surplus or Residue of the Monies arising by the said Sales to the said Testator's Wife *Ellen*, her Executors, Administrators, and Assigns, such Surplus or Residue to become a vested Interest in his said Wife immediately on his Decease, as Personal Property of his said Wife; and the said Testator further gave and devised unto the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, their Heirs and Assigns, all the Lands and Hereditaments vested in him as Trustee or Mortgagee in Fee, to hold the same unto and to the Use of them the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, their Heirs and Assigns, upon and subject to the several Trusts and Equities affecting the same Hereditaments respectively; and the said Testator thereby appointed the said *William Frederick Beadon* and *Frederick Thomas Pelham*, in the Will now in recital called *Henry Pelham*, Executors in trust of that his Will: And whereas the said *George Alan* Viscount *Midleton* made and published a Will, dated the Thirteenth Day of *May* One thousand eight hundred and forty-seven, and thereby revoked all testamentary Dispositions theretofore made by him; and the said Testator gave his Wife a Legacy of Five thousand Pounds, and bequeathed to her certain Chattels, and also gave his said Wife an Annuity of Three thousand Pounds for her Life, payable half-yearly, as therein mentioned, the first Payment to commence and be made at the Expiration of Six Calendar Months next after his Death, if his said Wife should be then living, such Annuity to be considered as accruing *de die in diem*; and the said Testator further directed that the aforesaid Annuity of Three thousand Pounds should be accepted by his said Wife in lieu of any Claim in his Estate by reason of any Jointure or Settlement, or of any Estate in the Nature of Dower, Thirds, Free Bench, or otherwise howsoever, and upon the Condition that she should, within the Space of Three Calendar Months after his Decease, at the Cost of his residuary Personal Estate, release all his Estate from all Dower, Thirds, Free Bench, and all other Claims or Estates which his said Wife might at his Decease have upon, in, or out of his said Estate and any Part thereof; and the said Testator directed that his said Wife should have usual Powers of Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments charged with the said Annuity for the Recovery of the Arrears thereof; and the said Testator devised all that the Mansion and Dwelling House commonly called or known as *Moushill House*, situate in the Parish of *Witley* in the County of *Surrey*, and then in the Occupation

Will of George Alan Viscount Midleton, dated the 13th May 1847.

Occupation of the Incumbent of the new District Church of *Milford* in the said County, and all and singular the Right, Members, and Appurtenances to the said Dwelling House belonging, and also all those the Farms, Lands, Tenements, and Hereditaments situate in the said Parish of *Witley*, then in the Occupation of *John Chalcraft*, except such Parts thereof as formed Parts of the *Oxenford* Estate, unto and to the Use of his said Wife and her Assigns during her Life, without Impeachment of Waste, in case his said Wife should choose to reside in and occupy the said Dwelling House called *Moushill* as her principal Residence, but in case his said Wife should decline or refuse to make use of the same as her principal Residence, and should signify such Refusal by a Writing under her Hand addressed to the Executors of his said Will now in recital within Three Calendar Months after his Decease, then the said Testator revoked the Devise of the said Dwelling House and Farm therein-before made, and instead thereof he directed that the Sum of One thousand Pounds should be paid to his said Wife as an additional Legacy, over and above the said Sum of Five thousand Pounds therein-before given to her; and in case his said Wife should not within the above-mentioned Time have so signified her Refusal to take and occupy the said Dwelling House for her Life, then the said Testator directed that the said Sum of One thousand Pounds should be paid to the Ecclesiastical Commissioners, to be applied towards the Erection of a Parsonage House for the new District of *Milford*, in pursuance and aid of an Arrangement already entered into by the said Testator with the said Commissioners to that Effect; and the said Testator declared his Will to be, that, so far as was compatible with the said Arrangement, the Interest or Dividends arising from the said Sum of One thousand Pounds, until the same should be required by the said Commissioners for the Purposes aforesaid, should in the meantime be paid to the Incumbent for the Time being of the new District Church of *Milford* aforesaid; and the said Testator authorized and directed his Executors to carry out and effectuate the said Arrangement with the said Commissioners (so far as the same at his Decease might be incomplete), and directed that as well the said Sum of One thousand Pounds as any other Sum of Money which he might leave for any charitable Purposes should be paid out of such Part of his Personal Estate as might legally be devoted to such Purposes, and in priority to all other pecuniary Legacies; and the said Testator directed that his said Wife should have the Use of his Mansion House at *Peper Harow*, and of the Gardens, Pleasure Grounds, Coach-houses, Stables, and other Appurtenances thereunto belonging, and of the Home Farm and Lands then in his Occupation, for the Space of Three Calendar Months from the Time of his Decease; and the said Testator bequeathed all his Family Pictures, Prints, Statues, and Busts, and all such Articles of Family Plate as his said Wife might not select for

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her own Use, unto his Trustees therein-after named, their Executors, Administrators, and Assigns, upon trust to permit the same to be used and enjoyed by any Person or Persons living at his Decease or at the Decease of his said Trustees or the Survivor of them who should for the Time being be Viscount *Midleton*, and after the Decease of every such Person or Persons, upon trust for the First Person born after the said Testator's Decease and the Decease of the Survivor of his said Trustees thereby appointed who should be Viscount *Midleton*, for his own Use absolutely, it being the said Testator's Will that the said Family Pictures, Busts, Statues, Books, and Plate should be enjoyed in the Nature of Heirlooms, so far as the Rules of Law and Equity would permit, by the Person for the Time being succeeding to the Title of Viscount *Midleton;* and the said Testator bequeathed to *Frederica Harriet Rushbrooke* the Sum of Fifteen thousand Pounds for her separate Use, and to the said *William Pinney* the Sum of Ten thousand Pounds, and to *Julia*, the Wife of the Reverend *Arthur Thomas*, in the said Will by Mistake called *Julia Thomas*, Clerk, the Sum of Five thousand Pounds; and the said Testator gave to all such of his domestic Servants as might have lived with him Three Years at the Time of his Death One Year's Wages over and above what might be then due to them, subject nevertheless to the Approval of his said Wife in the Case of each of such Servants, and he gave to all the Labourers in his Employment at *Peper Harow* at his Decease the Sum of Five Pounds each; and the said Testator bequeathed the Sum of Five thousand Pounds apiece to each of his Executors therein-after named, as a Recompence for acting in the Trusts of his Will now in recital, and he declared his Will and Desire that all the Legacies given by the same Will should be paid free of Legacy Duty; and the said Testator bequeathed to *William Bone*, his Huntsman, and his Assigns, an Annuity of Twenty-five Pounds during his Life, and to *Thomas Lee*, his Head Keeper, since deceased, a like Annuity of Twenty-five Pounds for his Life, and he directed that the said Annuities should be paid, free of Legacy Duty, by equal half-yearly Payments, and he directed that the aforesaid Annuitants should have the like Powers of Distress and Entry for the Recovery of their Annuities as he had before given to his Wife; and the said Testator by his said Will authorized and empowered his said Trustees or Trustee to carry into effect the Provisions of the herein-before recited Deed of Covenant entered into by him with the said *Charles* Viscount *Midleton*, so far as the same might be incomplete at the Time of his Death, and for that Purpose to enter into, make, and execute all such Acts, Deeds, Matters, and Things whatsoever which in the Opinion of his said Trustees or Trustee might be expedient for giving effect to the Provisions of the said Deed of Covenant, as fully in all respects and to all Intents and Purposes as the Testator himself could

could have done; and as to all and singular his Freehold, Copyhold, and Leasehold Manors, Advowsons, Farms, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, and of what Nature or Kind soever, which the said Testator should be seised of or in any Manner entitled to or interested in, either in possession, reversion, remainder, or expectancy, or have Power of disposing, at his Death, other than Estates vested in him by way of Trust or Mortgage, the said Testator gave, devised, and bequeathed the same unto and to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Conditions therein-after declared concerning the same respectively; (that is to say,) as to all that his Mansion House and Freehold Estate called *Peper Harow*, subject to the Interest of his said Wife therein for the Term of Three Calendar Months from the Time of the said Testator's Decease, as therein-before directed; and as to all that the said Dwelling House called or known by the Name of *Moushill House*, and all that the said Farm then occupied by the said *John Chalcraft*, and therein-before devised to his said Wife in manner therein-before contained, and subject to such Devise, and as to all other the said Testator's Freehold and Copyhold Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate and being in the County of *Surrey*, except only his Manor and Estate of *Dunsford*, and such of his Messuages, Lands, and Hereditaments as were situate at *Wandsworth* in the said County of *Surrey*, and as to, for, and concerning all his Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments situate and being at *Cove* and *Kilgarvon* respectively, or elsewhere in the *Great Island* in the County of *Cork* in *Ireland*, the said Testator gave and devised the same, with their Appurtenances, to the Use of His Royal Highness *George William Frederick Charles* Duke of *Cambridge* (then Prince *George* of *Cambridge*) and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *George William Frederick Charles* Duke of *Cambridge*, successively according to their respective Seniorities in Tail Male, and in default of such Issue to the right Heirs of the said *George William Frederick Charles* Duke of *Cambridge* for ever; and the said Testator gave, devised, and bequeathed all and every his Leasehold Tenements and Hereditaments, whether holden for any Life or Lives, or for any Term or Terms of Years absolute, or determinable with any Life or Lives, situate and being in the County of *Surrey*, except such Part, if any, of his Manor of *Dunsford* and of his Land and Estates at *Wandsworth* in the said County as were of Leasehold Tenure, and all such Parts of his Estates in the *Great Island* aforesaid as were of Leasehold Tenure as aforesaid, of or to which he, or any Person or Persons in trust for him, might be possessed or entitled at the Time of his Decease, with their Appur-

tenances,

tenances, unto and to the Use of the said *William Frederick Beadon* and *Arthur Thomas*, their Executors, Administrators, and Assigns, upon trust for the Renewal of Leases therein declared, and, subject thereto, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as should or might as nearly correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations therein-before limited, declared, and contained of and concerning his said Freehold Hereditaments situate at *Peper Harow*, other than the said Mansion House, Parks, and Pleasure Grounds therein-before devised, as the different Tenures and Quality of the Premises and the Rules of Law and Equity would permit, but so that the said Leasehold Premises might not vest absolutely in any Person therein-before made Tenant in Tail Male by Purchase of the said Freehold Manors, Messuages, and Hereditaments, unless and until such Person should attain the Age of Twenty-one Years, but on the Decease of any such Person under that Age should go, devolve, and remain in the same Manner as if they had been Freehold of Inheritance, and had been included in the Devise of his said Freehold Hereditaments and Premises therein-before contained; and as to all other his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate, wheresoever situate, and of what Nature, Quality, or Tenure soever, of or to which the said Testator then was or at the Time of his Decease should or might be possessed or entitled for any Estate or Interest whatsoever, or have Power to dispose of, except Trust Estates or Estates vested in him by way of Mortgage, the said Testator gave, devised, and bequeathed the same unto and to the Use of the said *William Frederick Beadon* and *Arthur Thomas*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof, upon trust, as to such and so many and such Parts of the said Manors, Messuages, Tenements, and Hereditaments as might be affected by the said Deed of Covenant, to convey, limit, and assure the same Hereditaments in accordance with the Provisions of the said Deed, and as to all the Residue of his said Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate (subject and charged nevertheless in manner therein-after mentioned as to certain Parts of the same Manors, Messuages, Lands, Tenements, and Hereditaments therein-after particularly mentioned), upon trust for Sale as therein mentioned; and the said Testator directed that his said Trustees and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should stand and be possessed of such Interest in the Purchase Money to arise from the Sale or Sales aforesaid, and of the Rents and Profits thereof until Sale, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, therein-before expressed and declared concerning the same; and the said Testator gave and bequeathed all the

the Money, Securities for Money, Goods, Chattels, other than Chattels Real, Credits, Effects, and all other the Personal Estate whatsoever and wheresoever of or to which he then was or at the Time of his Decease might be possessed or entitled, unto the said *William Frederick Beadon* and *Arthur Thomas*, their Executors, Administrators, and Assigns, upon trust to call in, sell, and dispose of, and convert into Money all such Parts of his said Personal Estate as should not consist of ready Money, and to stand and be possessed of and interested in the Monies to arise from such calling in, Sale, Disposition, and Conversion into Money, and of and in the ready Money of or to which the said Testator should be possessed or entitled at the Time of his Decease, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, therein expressed and declared of and concerning the same; and the said Testator declared his Will to be, that the said *William Frederick Beadon* and *Arthur Thomas*, and the Survivor of them, and the Executors and Administrators of such Survivor, should stand possessed of and interested in the Monies to arise from the Sale or Sales of the Real Estate therein-before devised in trust for Sale as aforesaid, and from the calling in, Sale, Disposition, and Conversion into Money of such Parts of his said Personal Estate as at the Time of his Decease should not consist of ready Money, and of and in the ready Money of or to which he should be possessed or entitled at the Time of his Decease, upon trust, by and out of the same, to pay and discharge all Costs and Expenses to be incurred in and about the Sale, calling in, Disposition, or Conversion into Money aforesaid, or otherwise in relation thereto, and all his Funeral and testamentary Expenses, and all and singular the Debts which the said Testator might owe or have incurred at the Time of his Decease, whether on Mortgage, Bond, or Note, or by Simple Contract, and all the Legacies contained in his said Will or in any Codicil which he might thereafter make, and, subject as aforesaid, and also to the Powers and Provisoes therein-after contained for the Payment and Satisfaction of the said Annuities or yearly Sums of Money charged as therein-after mentioned, to lay out and invest the Surplus or Residue of the said Monies (as soon as conveniently might be) in the Purchase of any Manors, Lands, Tenements, or Hereditaments in *England* or *Ireland*, or partly in *England* and partly in *Ireland*, of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary, Copyhold, or Leasehold Tenure, as in the Opinion of the Trustees or Trustee for the Time being of his said Will should be most convenient to be held with the said Testator's said Manor and Estate at *Peper Harow*, or his Estate in the *Great Island*, therein-before devised, yet so that as to all such Lands as should be of Leasehold Tenure there should be at least a Term of Fifty Years unexpired at the Time of such Purchase, and to release and assure all such of the Manors,

Messuages,

Viscount Midleton's Estate.

Messuages, Lands, Tenements, and Hereditaments so to be purchased as aforesaid as should be Freehold of Inheritance, or of Copyhold or Customary Tenure, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations in and by his said Will limited, expressed, and declared of and concerning his the said Testator's said Estate at *Peper Harow* (other than the said Mansion House, and the Grounds and Appurtenances thereto belonging), and his Estate in the *Great Island*, therein-before devised, or as near thereto as the Deaths of Parties or other intervening Circumstances would admit of, and to settle and assure such of the said Manors, Messuages, Lands, Tenements, and Premises as should be of Leasehold Tenure upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as should or might correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, and Declarations, in and by his said Will limited, expressed, and declared of and concerning his said Estate at *Peper Harow* (other than his said Mansion House and Pleasure Grounds and Appurtenances thereunto appertaining), and his said Estate in the *Great Island* therein-before devised, or as near thereto as the Deaths of Parties and other intervening Circumstances would permit, and so that any Leaseholds to be purchased should not vest absolutely in any Person therein-before made Tenant in Tail Male of the said Testator's said Freehold Estates at *Peper Harow* and in the *Great Island* aforesaid who should not attain the Age of Twenty-one Years, but on the Decease of any such Person 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 the said Testator further provided and directed, that the Person being Viscount *Midleton* at his Death or at any Time after his Death should have the Option of purchasing such of the said Testator's Manors, Lands, Tenements, Hereditaments, Real Estate, and Premises therein-before devised in trust for Sale as aforesaid as at the Time of the said Testator's Decease the said Testator should be possessed of or entitled to in the several Parishes of *Midleton* (formerly called or known by the Name *Castre-ni-Chore*), *Mogeesha*, *Ballyspillane*, *Templenacarrigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, with a Portion of the Townland of *Gurteneena*, stated to be in the Parish of *Cloyne*, all in the said County of *Cork*, and also his Manors, Lands, Tenements, and Hereditaments situate and being in *Dunsford* aforesaid, and his Lands, Messuages, Tenements, and Hereditaments at *Wandsworth* in the County of *Surrey* aforesaid, or any Part thereof respectively, and the said Testator directed his Trustees or Trustee to cause the same to be fairly and moderately valued, at their or his sole Discretion, and to give Notice in Writing after his Death to such Viscount *Midleton* of the said Testator's Intention, and within Twelve Calendar Months

Months from his Death of the Amount of such Valuation, and if such Viscount should be a Minor, then the Notice to be given to his Guardian or Guardians, and if such Person, or his Guardian or Guardians on his Behalf should be willing, to purchase all or any Part of the said Estates, the same should be sold and conveyed accordingly at such Valuation as aforesaid, and in order to give Time for the Purchase as aforesaid of the said Testator's last-mentioned Estates the said Testator by his said Will directed that the Sale thereof should be postponed for Five Years from his Death, unless previously purchased under the Powers aforesaid, and any Part of the Purchase Money, not exceeding One Half, might be left on the Security of the Property sold, by way of Mortgage, for any Time not exceeding Fourteen Years, at the Discretion of his Trustees or Trustee; and the said Testator by his Will now in recital expressly charged and made liable his said Estates in the said several Parishes of *Midleton*, *Mogeesha*, *Ballyspillane*, *Templenacarigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, and also the Portion of the Townland of *Gurteneena*, stated to be in the Parish of *Cloyne* in the said County of *Cork*, and also his Manor and Estates at *Dunsford* and *Wandsworth* aforesaid in the County of *Surrey*, with and to the Payment of the said Annuity or yearly Sum of Three thousand Pounds to his said Wife, and to the Payment of all and every other Annuity or yearly Sums of Money which he might leave by his said Will now in recital, or by any Codicil thereto, or to which he or his Estate might be liable at the Time of his Decease, with such Powers of Distress and Entry as aforesaid, and also with the Payment of the said Testator's Sister's Portion to which they were entitled under and by virtue of the Settlement made on the Marriage of his Father the said *George* Viscount *Midleton* and the said *Maria* Dowager Viscountess *Midleton*, bearing Date the Twenty-fifth Day of *May* One thousand seven hundred and ninety-seven, or with such Part of the same Portions as at the Time of the said Testator's Decease should remain unpaid; and the said Testator declared his Will to be, that the said last-mentioned Estate should be charged with such annual Sums and Portions, in exoneration of all other his Real and Personal Estate whatsoever; and the said Testator authorized his said Trustees or Trustee from Time to Time to appropriate any convenient Part or Parts of his said Estates for charitable or public Purposes, and to convey the same accordingly; and the said Testator appointed the said *William Frederick Beadon* and *Arthur Thomas* to be the Trustees and Executors of his Will now in recital; and as to all Estates vested in the said Testator as a Bare Trustee or as a Mortgagee, except as to any which should be subject to any Power or Trust to be executed by his Heirs only, and not by his Assigns, the said Testator gave the same to his said Trustees, their Heirs and Assigns, on the Trusts to which the same might be subject: And whereas the said

Viscount Midleton's Estate.

Codicil to Will of George Alan Viscount Midleton, dated 4th June 1847.

George Alan Viscount *Midleton* made and published a Codicil to the said last-recited Will, dated the Fourth Day of *June* One thousand eight hundred and forty-seven, and thereby directed that if there should be any Child of his Marriage with his said Wife living at his Death, or born within a reasonable Time afterwards, then and in such Case he did thereby revoke the Devises, Limitations, and Bequests in his said Will contained in favour of the said *George William Frederick Charles* Duke of *Cambridge* (then Prince *George* of *Cambridge*), and he thereby directed and declared that all and singular the Messuages, Lands, and Hereditaments, Personal Estate and Effects, thereby devised and bequeathed to or in trust for the said *George William Frederick Charles* Duke of *Cambridge*, should from thenceforth be held in trust for his said Child in manner therein mentioned: And whereas the said *George Alan* Viscount *Midleton* made and published a Will, dated the Sixth Day of *September* One thousand eight hundred and forty-seven, and thereby revoked all other testamentary Dispositions made by him; and the said Testator, after giving a Legacy of Five thousand Pounds to his Wife, and giving her certain Chattels, bequeathed to his said Wife an Annuity of Three thousand Pounds for her Life, to be paid to her by his Trustees and Executors therein-after named by equal half-yearly Payments, the first of such half-yearly Payments to commence and be made at the Expiration of Six Calendar Months next after his Decease, if his said Wife should be then living, such Annuity to be considered as accruing and vesting *de die in diem*; and the said Testator directed that the aforesaid Annuity of Three thousand Pounds should be accepted by his said Wife in lieu of any Claim which she might have on his Estate by reason of any Jointure or Settlement, or of any Estate in the Nature of Dower, Thirds, Free Bench, or otherwise howsoever, and upon Condition that she should, within the Space of Three Calendar Months after his Decease, to the Satisfaction of the Trustees or Trustee for the Time being of his said Will now in recital, and at the Costs of his residuary Personal Estate, release all his Estate of and from all Dower, Thirds, and Free Bench, and all other Claims or Estates which his said Wife might at his Decease have upon, in, or out of his said Estate or any Part thereof, and he directed that his said Wife should have usual Powers of Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments charged therewith for the Recovery of the Arrears of the said Annuity; and the said Testator devised all that the Mansion or Dwelling House commonly called or known as *Moushill House*, situate in the Parish of *Witley* in the County of *Surrey*, and then in the Occupation of the Incumbent of the new District Church of *Milford* in the said County, and all and singular the Rights, Members, and Appurtenances to the said Dwelling House belonging, and also all those the Farms, Lands, Tenements, and Hereditaments situate in the said

Will of George Alan Viscount Midleton, dated 6th Sept. 1847.

Parish of *Witley*, then in the Occupation of the said *John Chalcraft*, (except such Parts thereof as formed Part of the *Oxenford* Estate,) unto and to the Use of his said Wife and her Assigns during her Life, without Impeachment of Waste, in case his said Wife should choose to reside in and occupy the said Dwelling House called *Moushill House* as her principal Residence, but in case his said Wife should decline or refuse to make use of the same as her principal Residence, and should signify such Refusal by a Writing under her Hand addressed to the Executors of that his Will within Three Calendar Months after his Decease, then the said Testator revoked the Devise of the said Dwelling House and Farm therein-before made, and instead thereof he directed that the Sum of One thousand Pounds should be paid to his said Wife as an additional Legacy, over and above the said Sum of Five thousand Pounds therein-before given to her; and in case his said Wife should not within the above-mentioned Time have signified her Refusal to take and occupy the said Dwelling House for her Life, then the said Testator directed that the said Sum of One thousand Pounds should be paid to the Ecclesiastical Commissioners, to be applied towards the Erection of a Parsonage House for the new District of *Milford*, in pursuance and aid of an Arrangement already entered into by him with the said Commissioners to that Effect, and his Will was, that, so far as was compatible with the said Arrangement, the Interest or Dividends arising from the said Sum of One thousand Pounds until the same should be required by the said Commissioners for the Purpose aforesaid should in the meantime be paid to the Incumbent for the Time being of the new District Church of *Milford* aforesaid; and the said Testator thereby authorized and directed his Executors to carry out and effectuate the said Arrangement with the said Commissioners, so far as the same at his Decease might be incomplete, and he thereby expressly directed that as well the said Sum of One thousand Pounds as any other Sum of Money which he might leave for any charitable Purposes should be paid out of such Part of his Personal Estate as might legally be devoted to such Purposes, and in priority to all other pecuniary Legacies; and the said Testator thereby directed that his said dear Wife should have the Use of his Mansion House at *Peper Harow*, and of the Home Farm and Lands then in his Occupation, for the Space of Three Calendar Months from the Time of his Decease; and after directing his Establishment to be kept up at *Peper Harow* for the Benefit of his said Wife, the said Testator bequeathed all his Family Pictures, Prints, Statues, and Busts, and all such Articles of Family Plate as his said Wife might not select for her own Use, unto his Trustees therein named, their Executors, Administrators, and Assigns, upon trust to permit the same to be used and enjoyed by any Person or Persons living at his Decease or at the Decease of his said Trustees, or of the Survivor of them, who

should for the Time being be Viscount *Midleton*, and after the Decease of every such Person or Persons, upon trust for the First Person born after his Decease and the Decease of the Survivor of his said Trustees thereby appointed who should be Viscount *Midleton*, for his Use absolutely, it being his Will that the said Family Pictures, Prints, Statues, Busts, and Plate should be enjoyed in the Nature of Heir-looms, so far as the Rules of Law and Equity would permit, by the Person for the Time being succeeding to the Title of Viscount *Midleton;* and the said Testator bequeathed to *William Henry Rushbrooke*, in the Will now in recital called *William Rushbrooke*, the Sum of Ten thousand Pounds, to his the said *William Henry Rushbrooke*'s Sister, *Mary Caroline Cocksedge*, in the Will now in recital called *Mary Cocksedge*, Five thousand Pounds, Dame *Frederica Louisa Augusta Valentina Osborn*, in the Will now in recital called Lady *Osborn*, the Wife of Sir *John Osborn* Baronet, Five thousand Pounds, to his Friend the said *William Pinney* Ten thousand Pounds, to the said *Julia* the Wife of the said *Arthur Thomas* (One of his Executors and Trustees therein-after named) the Sum of Five thousand Pounds; and the said Testator gave to all such of his domestic Servants as might have lived with him Three Years at the Time of his Death One Year's Wages over and above what might be then due to them, subject nevertheless to the Approval of his Wife in the Case of each of such Servants, and he gave to all the Labourers in his Employment at *Peper Harow* at the Time of his Death Five Pounds apiece; and the said Testator bequeathed the Sum of Five thousand Pounds apiece to each of his Executors therein-after named, as a Recompence for acting in the Trusts of his Will now in recital, and directed that all the Legacies given by his Will now in recital should be paid free from Legacy Duty; and after giving to the said *William Bone* and *Thomas Lee* Annuities or yearly Sums of Twenty-five Pounds during their respective Lives, free of the Legacy Duty, with the like Powers of Distress and Entry for the Recovery of their Annuities as he had before given to his Wife, the said Testator authorized and empowered his said Trustees or Trustee to carry into effect the Provisions of the said Deed of Covenant entered into by him with the said *Charles* Viscount *Midleton*, so far as the same might be incomplete at the Time of his Death, and for that Purpose to enter into, make, and execute all such Acts, Deeds, Matters, and Things whatsoever which in the Opinion of his said Trustees or Trustee might be expedient for carrying out or giving effect to the Provisions of the said Deed of Covenant, as fully in all respects and to all Intents and Purposes as he himself could have done; and as to all and singular his Freehold, Copyhold, and Lease-hold Manors, Advowsons, Farms, Lands, Tenements, and Heredita-ments, whatsoever and wheresoever, and of what Nature or Kind soever, which the said Testator should be seised of or in any Manner

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entitled to or interested in, either in possession, reversion, remainder, or expectancy, or have Power of disposing, at his Death, (other than Estates vested in him by way of Trust or Mortgage,) the said Testator gave, devised, and bequeathed the same unto and to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Conditions, therein-after declared concerning the same respectively, and in part herein-after mentioned; that is to say, as to all that his Mansion House and Freehold Estate called *Peper Harow*, subject to the Interest of his said Wife therein for the Term of Three Calendar Months from the Time of his Decease, as therein-before directed, and as to all that the said Dwelling House called or known by the Name of *Moushill House*, and all that the said Farm then occupied by the said *John Chalcraft*, and therein-before devised to his said Wife in manner therein-before contained, and subject to such Devise, and as to all other his Freehold and Copyhold Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate and being in the County of *Surrey*, except only his Manor and Estate of *Dunsford*, and such of his Messuages, Lands, and Hereditaments as are situate at *Wandsworth* in the said County of *Surrey*, and as to, for, and concerning all his Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments situate and being at *Cove* and *Kilgarvon* respectively, or elsewhere in the *Great Island* in the County of *Cork* in *Ireland*, he gave and devised the same, with their and every of their Appurtenances, to the Use of the said *Frederica Harriet Rushbrooke* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *Frederica Harriet Rushbrooke* successively, according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the said *William Henry Rushbrooke*, in the Will now in recital called *William Rushbrooke*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *William Henry Rushbrooke*, successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of *George William Eyres* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *George William Eyres*, successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the right Heirs of the said *Frederica Harriet Rushbrooke* for ever; and the said Testator thereby gave, devised, and bequeathed all and every his Leasehold Tenements and Hereditaments, whether holden for any Life or Lives, or for any Term or Terms of Years absolute, or determinable with any Life or Lives, situate and being in the County of *Surrey*, except such Part, if any, of his Manor of *Dunsford*, and of his Lands and Estates at *Wandsworth* in the said County, as were

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of Leasehold Tenure, and all such Parts of his Estates in the said *Great Island* aforesaid as were of Leasehold Tenure as aforesaid, of or to which he, or any Person or Persons in trust for him, might be possessed or entitled at the Time of his Decease, with their Appurtenances, unto and to the Use of the said *Arthur Thomas* and *George William Eyres*, their Executors, Administrators, and Assigns, upon the Trusts for Renewal therein contained, and, subject thereto, upon and for such Trusts, Intents, Purposes, Powers, Provisoes, and Declarations as should or might as nearly correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations therein-before limited, declared, and contained of and concerning his said Freehold Hereditaments situate at *Peper Harow*, other than the said Mansion House, Parks, and Pleasure Grounds therein-before devised, as the different Tenure and Quality of the Premises and the Rules of Law and Equity would permit, but so that the Leasehold Premises might not vest absolutely in any Person therein-before made Tenant in Tail Male by Purchase of the said Freehold Manors, Messuages, and Hereditaments, unless and until such Person should attain the Age of Twenty-one Years, but on the Decease of any such Person under that Age should go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance, and had been included in the Devise of his said Freehold Hereditaments and Premises therein-before contained; and as to all other his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate, wheresoever situate, and of what Nature, Quality, or Tenure soever, of or to which the said Testator then was or at the Time of his Decease should or might be possessed or entitled for any Estate or Interest whatsoever, or have Power to dispose of, except Trust Estates or Estates vested in him by way of Mortgage, the said Testator gave, devised, and bequeathed the same unto and to the Use of the said *Arthur Thomas* and *George William Eyres*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof, upon trust as to such and so many and such Parts of the said Manors, Messuages, Tenements, and Hereditaments as might be affected by the said Deed of Covenant, to convey, limit, and assure the same Hereditaments in accordance with the Provisions of the said Deed, and as to all the Residue of his Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate, subject and charged nevertheless in manner therein-after mentioned as to certain Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments therein-after particularly mentioned, upon trust to sell and dispose of the same in manner therein mentioned, and to stand possessed of the Money to arise from the Sale thereof, and of the Rents and Profits thereof till Sale, upon the Trusts therein-after declared concerning the same; and the said Testator gave and bequeathed all the Monies, Securities for Money, Goods, Chattels (other than Chattels Real), Credits,

Credits, Effects, and all other the Personal Estate whatsoever and wheresoever of or to which he then was or at the Time of his Decease might be possessed or entitled, unto the said *Arthur Thomas* and *George William Eyres*, their Executors, Administrators, and Assigns, upon trust to call in, dispose of, sell, and convert into Money all such and such Parts of his Personal Estate as should not consist of ready Money, and to stand possessed of the Monies to arise from such calling in, Sale, Disposition, and Conversion into Money, and of the ready Money of or to which he should be possessed or entitled at the Time of his Decease, upon and for the Trusts, Intents, and Purposes, and with, under and subject to the Powers, Provisoes, and Declarations therein-after expressed and declared of and concerning the same; and the said Testator thereby declared his Will to be, that the said *Arthur Thomas* and *George William Eyres*, and the Survivor of them, and the Executors or Administrators of such Survivor, should stand possessed of the Monies to arise from the Sales of the said Manors, Messuages, Tenements, Hereditaments, and Real Estate therein-before devised in trust for Sale as aforesaid, and from the calling in, Sale, Disposition, and Conversion into Money of such Parts of his said Personal Estate as should not consist of ready Money, and of and in the ready Money of which he should be possessed, upon trust that the said *Arthur Thomas* and *George William Eyres*, or the Survivor of them, and the Executors or Administrators of such Survivor, should, by and out of the same, pay and discharge the Costs and Expenses to be incurred in or about the Sale or Sales, calling in, Disposition, or Conversion into Money aforesaid, or otherwise in relation thereto, and all his Funeral and testamentary Expenses, and all and singular the Debts which he might owe or have incurred at the Time of his Decease, whether on Mortgage, Bond, or Note, or by Simple Contract, and all the Legacies contained in his Will now in recital, or in any Codicil which he might thereafter make, and also should thereout pay to the said *Frederica Harriet Rushbrooke* the Sum of Fifty thousand Pounds for her own sole Use and Benefit, and the further Sum of Five thousand Pounds to such Person or Persons, and at such Time or Times, and subject to such Conditions as his said Wife should, by Deed or Will, to be executed by her in the Presence of Two Witnesses, direct and appoint, such Person or Persons nevertheless to be of Kin to his said Wife, the special Object of that Bequest being to enable his said Wife to make Provision for such Member or Members of her own Family as she might think proper, and, subject as aforesaid, and also to the Powers and Provisoes therein-after contained for the Payment and Satisfaction of the said Annuities or yearly Sums of Money charged as therein-after mentioned, should lay out and invest the Surplus or Residue of the said Monies as soon as conveniently might be

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in the Purchase of any Manor or Manors, Lands, Tenements, or Hereditaments in *England* or *Ireland*, or partly in *England* and partly in *Ireland*, of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary or Copyhold or Leasehold Tenure, as in the Opinion of his Trustee or Trustees for the Time being should be most convenient to be held with his Mansion and Estate at *Peper Harow*, or his Estate in the *Great Island*, therein-before devised, yet so as that of all such Lands as should be of Leasehold Tenure there should be at least a Term of Fifty Years unexpired at the Time of such Purchase, and moreover that the said *Arthur Thomas* and *George William Eyres*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, should settle and assure all such of the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased as aforesaid as should be Freeholds of Inheritance or of Copyhold or Customary Tenure, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations in and by that his Will limited, expressed, and declared of and concerning his said Estate at *Peper Harow* (other than his said Mansion House, and the Grounds and Appurtenances thereunto belonging), and his Estate in the *Great Island*, therein-before devised, or as near thereto as the Deaths of Parties or other intervening Subjects would admit of, and should settle and assure such of the said Manors, Messuages, Lands, Tenements, and Premises as should be of Leasehold Tenure upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as should or might correspond with the Uses, Trusts, Powers, Provisoes, and Declarations in and by that his Will limited, expressed, and declared of and concerning his said Estate at *Peper Harow* (other than his said Mansion House, and the Pleasure Grounds and Appurtenances thereunto appertaining), and his said Estate in the *Great Island*, therein-before devised, or as near thereto as the Deaths of Parties or other intervening Circumstances would permit, and so that any Leaseholds to be purchased should not vest absolutely in any Person therein-before made Tenant in Tail Male of his said Freehold Estates at *Peper Harow* and in the *Great Island* aforesaid who should not attain the Age of Twenty-one Years, but on the Decease of any such Person 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; provided nevertheless, and the said Testator directed, that the Person being Viscount *Midleton* at his Death or at any Time after his Death, should have the Option of purchasing such of his Manors, Messuages, Lands, Tenements, Hereditaments, Real Estate, and Premises therein-before devised in trust for Sale as aforesaid as at the Time of his Decease the said Testator should be possessed of or

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entitled to in the several Parishes of *Midleton*, formerly called or known by the Name of *Castre-ni-Chore*, *Mogeesha*, *Ballyspillane*, *Templenacarrigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, with a Portion of the Townland of *Gurteneena*, stated to be in the Parish of *Cloyne*, all in the said County of *Cork*, and also his Manor, Lands, Tenements, and Hereditaments at *Dunsford* aforesaid, and his Lands at *Wandsworth*, in the County of *Surrey* aforesaid, or any Part thereof respectively, and he directed his Trustees or Trustee to cause the same to be fairly and moderately valued at their or his sole Discretion, and to give Notice in Writing after his Death to such Viscount *Midleton* of that his Intention, and within Twelve Calendar Months from his Death of the Amount of such Valuation, and if such Viscount should be a Minor, then the Notice to be given to his Guardian, and if such Person or his Guardian on his Behalf should be willing to purchase all or any Part of the said Estates, the same should be sold and conveyed accordingly at such Valuation as aforesaid; and in order to give Time for the Purchase as aforesaid of his said last-mentioned Estates, the said Testator thereby directed that the Sale thereof should be postponed for Five Years after his Death, unless previously purchased under the Powers aforesaid, and that any Part of the Purchase Money not exceeding One Half might be left on the Security of the Property sold, by way of Mortgage for any Time not exceeding Fourteen Years, at the Discretion of his Trustees or Trustee; and the said Testator thereby expressly charged and made liable his said Estates in the said several Parishes of *Midleton*, *Mogeesha*, *Ballyspillane*, *Templenacarrigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, and also the Portion of the Townland of *Gurteneena*, stated to be in the Parish of *Cloyne* in the County of *Cork*, and also his Manor and Estates at *Dunsford* and *Wandsworth* aforesaid in the County of *Surrey*, with and to the Payment of the said Annuity or yearly Sum of Three thousand Pounds to his said Wife, and with the Payment of all and every other Annuities or yearly Sums of Money which he might leave by his Will now in recital, or by any Codicil thereto, or to which he or his Estate might be liable at the Time of his Decease, with such Powers of Distress and Entry as aforesaid, and also with the Payment of his Sisters Portions to which they were entitled under and by virtue of the Settlement made on the Marriage of his late Father and the said *Maria* now Dowager Viscountess *Midleton*, or such Part of the same Portion as at the Time of his Decease should remain unpaid, and he declared his Will to be that the said last-mentioned Estate should be charged with such annual Sums and Portions in exoneration of all other his Real and Personal Estate whatsoever; and the said Testator thereby authorized his said Trustees or Trustee from Time to Time to appropriate any convenient Part of his Estate for charitable Purposes, and to convey the same

same accordingly; and the said Testator did thereby appoint the said *Arthur Thomas* and *George William Eyres* to be the Trustees and Executors of his Will now in recital; and as to all Estates vested in the said Testator as a Bare Trustee or as a Mortgagee, except as to any which should be subject to any Power or Trust to be executed by his Heirs only, and not by his Assigns, the said Testator gave the same to his said Trustees, their Heirs and Assigns, on the Trusts to which the same might be subject: And whereas the said *George Alan* Viscount *Midleton* made and published a Will, dated the Fourteenth Day of *March* One thousand eight hundred and forty-eight, and thereby revoked all other testamentary Dispositions theretofore made by him; and the said Testator, after reciting that by a Deed of Covenant entered into by him shortly after succeeding to his Estates he had agreed to charge his Estates in *Ireland*, or some Part thereof, with a Jointure to his Wife *Ellen* Viscountess *Midleton* of One thousand Pounds *per Annum* for her Life, in the event of her surviving him, the said Testator did thereby confirm such said Deed of Covenant, and the said Testator also gave to his said Wife Two thousand Pounds, to be paid to her for her own Use as soon as conveniently might be after his Death, and the said Testator also gave to her the small Plate Chest which he had with him at College, and afterwards at *Hurtmore Cottage*, with the Contents thereof, and the said Testator also gave to his said Wife for her Life all and singular the Jewels, Diamonds, and Corals which he had from Time to Time provided for her Use, and from and after her Death he gave the same to the said *Frederica Harriet Rushbrooke*, for her own Use and Benefit; and the said Testator bequeathed all such Family Portraits and Busts as belonged to his late Father unto his Trustees therein-after named, their Executors, Administrators, and Assigns, upon trust to permit the same to be used and enjoyed by the Person who for the Time being and from Time to Time should enjoy the Title and Dignity of Viscount *Midleton*, so long as such Person should be a Person born in the said Testator's Lifetime or in the Lifetime of his said Trustees or either of them, and, subject thereto, upon trust for the first Person born after his Decease and the Decease of the Survivor of the said Trustees thereby appointed who should be Viscount *Midleton*, for his Use absolutely, it being the said Testator's Will that the said Family Portraits and Busts should be enjoyed in the Nature of Heirlooms, so far as the Rules of Law and Equity would permit, by the Person for the Time being succeeding to the Title of Viscount *Midleton*; and the said Testator directed that all such of his Plate as belonged to his late Father should be offered by his Trustees as soon as convenient after his Death to the Person who upon that Event should succeed him in his Title of Viscount *Midleton*, at the Price or Sum of One thousand two hundred Pounds, and that if such Offer should be accepted the said Sum

Will of George Alan Viscount Midleton, dated 14th March 1848.

of One thousand two hundred Pounds, when paid to his Trustees, should be laid out by them in the Purchase of other Plate, for the Use of the Person and Persons who under the Limitations of his said Will should from Time to Time be in possession or receipt of the Rents and Profits of his *Peper Harow* Estate, to be by them enjoyed as Heirlooms, so far as the Rules of Law and Equity would permit, according to the Estates and Interests of such several Persons in the said Estates, and not to vest absolutely in any Person therein-after made Tenant in Tail Male by Purchase, unless such Person should live to attain the Age of Twenty-one Years, and in case such Offer should be declined, then the said Testator gave his said Family Plate to such Person and Persons as aforesaid, to be by them enjoyed in the Nature of Heirlooms in the Manner aforesaid; and the said Testator further directed, that if such Offer should be declined, then his said immediate Successor to the Title of Viscount *Midleton* should in like Manner have the Option of purchasing at a fair Valuation the ornamental Plate belonging to his Sideboard, and then at his Silversmith's, and that the Amount of such Valuation when paid for should be laid out by his Trustees in the Purchase of other Plate in manner and for the Purposes therein-before above mentioned of and concerning his said Family Plate, in case the Purchase of the same should be declined, and in default thereof the said Testator gave such ornamental Plate to his Trustees, upon the same Trusts as were therein-before mentioned of and concerning the said Family Plate, in case the Purchase of the same should be declined; and the said Testator bequeathed to the said *Frederica Harriet Rushbrooke* the Sum of Twenty thousand Pounds for her separate Use, and independent of any Husband whom she might marry, to her Brother, the said *William Henry Rushbrooke*, in the Will now in recital called *William Rushbrooke*, Ten thousand Pounds, to *Mary Caroline Cocksedge*, Sister of the said *Frederica Harriet Rushbrooke*, in the Will now in recital called *Mary Cocksedge*, Five thousand Pounds; and the said Testator also gave the like Sum of Five thousand Pounds equally among all such of the Children of the late *Augusta Elizabeth Duffield*, in the Will now in recital called Mrs. *Augusta Duffield*, another Sister of the said *Frederica Harriet Rushbrooke*, as should be living at his Death, Share and Share alike, and to *Fanny Georgiana Eden*, in the Will now in recital called Mrs. *Eden*, Wife of Colonel *Eden*, and another Sister of the said *Frederica Harriet Rushbrooke*, Five thousand Pounds; and the said Testator gave to the said Dame *Frederica Louisa Augusta Valentina Osborn*, in the said Will called Lady *Osborn*, Wife of Sir *John Osborn* Baronet, Five thousand Pounds, and to Mr. *Drewitt*, his Land Steward, One thousand Pounds, as a Token of his respect for his Character, to Mr. *Woodyer*, his Architect, One hundred Guineas, and to Mr. *Debenham*, Clerk to

Mr. *Marshall* of *Godalming*, Fifty Guineas, to *William Bartlett*, his Keeper at *Cosford*, and *William Bone*, his Whipper-in, Twenty-five Pounds each, to his then present Bailiff and Butler, if in his Service at his Death, Fifty Pounds each, and to his then present Head Gardener, if then living with him, Forty Pounds; and the said Testator gave to all such other of his domestic Servants as should be living with him at the Time of his Death, provided they should not have given Warning to leave, nor received Warning at that Time, One Year's Wages over and above what might be then due to them; and the said Testator gave to all such of the Labourers in his Employment at *Peper Harow* at the Time of his Death as were in the Employment of his late Father, Ten Pounds each, and to all other of such Labourers Five Pounds apiece; and the said Testator gave to *William Bickerstaff*, his Head Nurseryman, and *Jonathan Harding*, his Head Drainer, Five Pounds each, in addition to what they might be entitled to under the last preceding Bequest; and the said Testator bequeathed the Sum of Two thousand Pounds apiece to each of his Executors therein-after named, as a Recompence for acting in the Trusts of his said Will; and the said Testator declared that all the Legacies given by his said Will should be paid free of Legacy Duty; and the said Testator bequeathed to the said *William Bone*, his Executors, Administrators, and Assigns, an Annuity or yearly Sum of Forty Pounds during the Lives of himself and his Wife, and the Life of the Survivor of them, and to the said *Thomas Lee*, since deceased, his Head Keeper, a like Annuity or yearly Sum of Forty Pounds during the Lives of himself and his Wife and the Life of the Survivor of them, such Annuities to be paid free of the Legacy Duty by equal half-yearly Payments, and to be charged on all his Estates in the Parish of *Peper Harow*; and the said Testator thereby authorized and empowered his said Trustees or Trustee to carry into effect the Provisions of the said Deed of Covenant entered into by him with the said *Charles* Viscount *Midleton*, so far as the same might be incomplete at the Time of his Death, and for that Purpose to enter into, make, and execute all such Acts, Deeds, Matters, and Things whatsoever which, in the Opinion of his said Trustees or Trustee, might be expedient for carrying out or giving Effect to the Provisions of the said Deed of Covenant, as fully in all respects as he himself could have done; and as to all and singular his Freehold, Copyhold, and Leasehold Manors, Advowsons, Farms, Lands, Tenements, and Hereditaments, whatsoever and wheresoever, and of what Nature or Kind soever, which he should be seised of or in any Manner entitled to or interested in, either in possession, reversion, remainder, or expectancy, or had Power of disposing, at his Death, other than Estates vested in him by way of Trust or Mortgage, the said Testator gave, devised, and bequeathed the same unto and to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Conditions therein-

therein-after declared concerning the same respectively, and in part herein-after mentioned; (that is to say,) as to all that his Mansion House and Freehold Estate called *Peper Harow*, and all other his Freehold and Copyhold Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments situate and being in the County of *Surrey* (except only his Manor and Estate at *Dunsford*, and such of his Messuages, Lands, and Hereditaments as were situate at *Wandsworth*, in the said County of *Surrey*), and as to, for, and concerning all his Freehold and Copyhold Manors, Messuages, Lands, Tenements, and Hereditaments situate and being at *Cove* and *Kilgarvon* respectively, or elsewhere in the *Great Island* in the County of *Cork* in *Ireland*, the said Testator gave and devised the same, with their and every of their Appurtenances, to the Use of the said *Frederica Harriet Rushbrooke* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the said *William Henry Rushbrooke* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *William Henry Rushbrooke*, successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and other Sons of the said *Augusta Elizabeth Duffield*, successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the First and other Sons of *William Hassell Eden*, in the Will now in recital called the said *Eden*, successively according to their respective Seniorities in Tail Male; and in default of such Issue, to the Use of the right Heirs of the said *Frederica Harriet Rushbrooke* for ever; and by the said Will Powers of jointuring to the Extent of One thousand two hundred Pounds a Year, and of charging with Portions for Daughters and younger Sons to the Extent of Ten thousand Pounds, were thereby limited to the said *William Henry Rushbrooke*; and the said Testator gave, devised, and bequeathed all and every his Leasehold Tenements and Hereditaments, whether holden for any Life or Lives, or for any Term or Terms of Years absolute, or determinable with any Life or Lives, situate and being in the County of *Surrey*, except such Part, if any, of his Manor of *Dunsford* and of his Lands and Estates at *Wandsworth* in the said County as were of Leasehold Tenure, and all such Parts of his Estates in the said *Great Island* aforesaid as were of Leasehold Tenure as aforesaid, of or to which the said Testator, or any Person or Persons in trust for him, might be possessed or entitled at the Time of his Decease, with their and every of their Appurtenances, unto and to the Use of the said *William Henry Rushbrooke* and *George William Eyres*, their Executors, Administrators, and Assigns, upon certain Trusts for paying the Rents and performing the Covenants of the said Leases, and obtaining Renewals thereof; and, subject thereto, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and

and Declarations, as should or might as nearly correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations therein-before limited, declared, and contained of and concerning the said Testator's said Freehold Hereditaments situate at *Peper Harow* (other than the said Mansion House, Parks, and Pleasure Grounds therein-before devised,) as the different Tenure and Quality of the Premises and the Rules of Law and Equity would permit, but so that the said Leasehold Premises might not vest absolutely in any Person therein-before made Tenant in Tail Male by Purchase of the said Freehold Hereditaments, unless and until such Person should attain the Age of Twenty-one Years, but upon the Decease of any such Person under that Age should go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance, and had been included in the Devise of the said Testator's said Freehold Hereditaments and Premises therein-before contained; and as to all the said Testator's other Manors, Messuages, Lands, Tenements, Hereditaments, and Real Estate, wheresoever situate, and of what Nature, Quality, or Tenure soever, of or to which he was then or at the Time of his Decease should be possessed of or entitled for any Estate or Interest whatsoever, or have Power to dispose of, except Trust Estates, or Estates vested in him by way of Mortgage, he gave, devised, and bequeathed the same unto and to the Use of the said *William Henry Rushbrooke* and *George William Eyres*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Nature and Quality thereof, upon trust, as to such and so many and such Parts of the said Manors, Messuages, Tenements, and Hereditaments as might be affected by the said Deed of Covenant, to convey, limit, and assure the same Hereditaments in accordance with the Provisions of the said Deed, and as to all the Residue of the said Testator's Manors, Messuages, Lands, Tenements, and Hereditaments, and Real Estate, subject and charged nevertheless in manner therein-after mentioned as to certain Parts of the same Manors, Messuages, Lands, Tenements, and Hereditaments therein-after particularly mentioned, upon trust to sell and dispose of the same as therein mentioned, and to stand and be possessed of and interested in the Purchase Money to arise from the Sale or Sales aforesaid, and of the Rents and Profits thereof until Sale, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after expressed and declared concerning the same; and the said Testator gave and bequeathed all the Money, Securities for Money, Goods, Chattels (other than Chattels Real), Credits, and Effects, and all other the Personal Estate, whatsoever or wheresoever, of or to which he then was or at the Time of his Decease might be possessed or entitled, save

save and except all Sums of Money due or to become due to him from *Richard Benyon De Beauvoir*, or the Estate of the late *Richard Benyon* Esquire, and also save and except all Cash Balances at his Bankers on the Account distinguished by him as his separate Account, to the said *Frederica Harriet Rushbrooke*, her Executors and Administrators, for her and their own Use and Benefit, charged and chargeable nevertheless with all and every the said Testator's Simple Contract Debts and Funeral and testamentary Expenses; and the said Testator thereby declared his Will to be, that the said *William Henry Rushbrooke* and *George William Eyres*, and the Survivor of them, and the Executors or Administrators of such Survivor, should stand possessed of and interested in the Monies to arise from the Sale or Sales of the said Manors, Messuages, Tenements, Lands, Hereditaments, and Real Estate therein-before devised in trust for Sale as aforesaid, and the said Rents and Profits thereof till Sale, and from the calling in of such Part or Parts of his Personal Estate as were therein-before excepted from the Bequest thereof to the said *Frederica Harriet Rushbrooke*, upon trust by and out of the same to pay and discharge the Costs and Expenses to be incurred in and about the Sales, calling in, Disposition, or Conversion into Money aforesaid, or otherwise in the Execution of the Trusts thereby in them reposed or in relation thereto, and all and singular the Specialty Debts which he might owe or had incurred at the Time of his Decease, whether on Mortgage, Bond, or Covenant, and all the Legacies contained in his said Will, or in any Codicil which he might thereafter make, and, subject as aforesaid, and also to the Payment and Satisfaction of the Sums of Money charged as therein-after mentioned, to lay out and invest the Surplus or Residue of the said Monies, as soon as conveniently might be, in the Purchase of any Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Ireland*, or partly in *England* and partly in *Ireland*, of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary or Copyhold or Leasehold Tenure, as in the Opinion of the Trustees or Trustee for the Time being of his said Will should be most convenient to be held with his Mansion and Estate at *Peper Harow*, or his Estate in the *Great Island*, therein-before devised, yet so as that of all such Lands as should be of Leasehold Tenure there should be at least a Term of Fifty Years unexpired at the Time of such Purchase, and to settle and assure all such of the Manors, Messuages, Lands, Tenements, and Hereditaments so to be purchased as aforesaid as should be Freehold of Inheritance, or of Copyhold or Customary Tenure, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations in and by the said Will limited, expressed, and declared of and concerning his said Estate at *Peper Harow* (other than his said

said Mansion House, and the Grounds and Appurtenances thereto belonging), and his Estate in the *Great Island*, therein-before devised, or as near thereto as the Deaths of Parties and other intervening Subjects would admit of, and to settle and assure such of the said Manors, Messuages, Lands, Tenements, and Premises as should be of Leasehold Tenure upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as should or might correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, and Declarations, in and by his said Will limited, expressed, and declared of and concerning his said Estate at *Peper Harow* (other than his said Mansion House, and the Pleasure Grounds and Appurtenances thereto appertaining), and his said Estate in the *Great Island*, therein-before devised, or as near thereto as the Deaths of Parties and other intervening Circumstances would permit, and so that any Leaseholds to be purchased should not vest absolutely in any Person therein-before made Tenant in Tail Male by Purchase of his said Freehold Estates at *Peper Harow* or in the *Great Island* aforesaid who should not attain the Age of Twenty-one Years, but upon the Decease of any such Person 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 the said Testator directed that the Person being Viscount *Midleton* at his Death or at any Time within Five Years after his Death should have the Option of purchasing such of his Manors, Messuages, Lands, Tenements, Hereditaments, Real Estate, and Premises therein-before devised in trust for Sale as aforesaid as at the Time of the said Testator's Decease he should be possessed of or entitled to in the several Parishes of *Midleton*, formerly called or known by the Name of *Castre-ni-Chore*, *Mogeesha*, *Ballyspillane*, *Templenacarrigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, with a Portion of the Townland of *Gurteneena* stated to be in the Parish of *Cloyne*, all in the said County of *Cork*, or any Part thereof respectively; and the said Testator directed his Trustees or Trustee to cause the same to be fairly and moderately valued, at their or his sole Discretion, and to give Notice in Writing, as soon as convenient after his Death, to such Viscount *Midleton* of that his Intention, with the Amount of such Valuation, and if such Viscount should be a Minor, then the Notice to be given to his Guardians, and if such Person, or his Guardians on his Behalf, should be willing to purchase all or any Part of his said Estates, the same should be sold and conveyed accordingly, at such Valuations as aforesaid; and in order to give Time for the Purchase as aforesaid of his said last-mentioned Estates, the said Testator thereby authorized his Trustees or Trustee, at their or his Discretion, to postpone the Sale of the said last-mentioned

tioned Estates for Five Years from his Death, unless previously purchased under the Powers aforesaid, and any Part of the Purchase Money not exceeding One Half might be left on the Security of the Property sold, by way of Mortgage for any Term not exceeding Fourteen Years, at the Discretion of his Trustees or Trustee; and the said Testator thereby expressly charged and made liable his said Estates in the said several Parishes of *Midleton*, *Mogeesha*, *Ballyspillane*, *Templenacarrigy*, *Dungorney*, *Clonmult*, *Imogeely*, and *Balloughtra*, and also the Portion of the Townland of *Gurteneena* stated to be in the Parish of *Cloyne* in the said County of *Cork*, with and to the Payment of his Sisters Portions to which they were entitled under and by virtue of the Settlement made on the Marriage of his said late Father and the said *Maria* Dowager Viscountess *Midleton*, or with such Part of the same Portions as at the Time of his the said Testator's Death should remain unpaid, and his Will was that the said last-mentioned Estates should be charged with such Portions in exoneration of all other his Real and Personal Estate whatsoever; and the said Testator thereby authorized his said Trustees or Trustee from Time to Time to appropriate any convenient Part or Parts of his said Estates for public or charitable Purposes, and to convey the same accordingly; and the said Testator did thereby nominate and appoint the said *William Henry Rushbrooke* and *George William Eyres* to be the Trustees and Executors of that his Will; and as to all Estates vested in the said Testator as a bare Trustee or as a Mortgagee, except as to any which should be subject to any Power or Trust to be executed by his Heirs only, and not by his Assigns, the said Testator gave the same to his said Trustees, their Heirs and Assigns, on the Trusts to which the same might be subject: And whereas the said *George Alan* Viscount *Midleton* died on or about the First Day of *November* One thousand eight hundred and forty-eight, without having joined with the said *Charles* Viscount *Midleton* in any Exercise of the Power of Revocation and Alteration contained in the herein-before recited Deed of Covenant, and without having made or left any other Will, Codicil, or testamentary Instrument than the Wills and Codicil herein-before recited: And whereas the said *George Alan* Viscount *Midleton* did not make any Settlement in pursuance of his said Covenant in that Behalf, but he was in possession, from the Decease of his Father the said *George* Viscount *Midleton*, of the Estates and Hereditaments by the said Deed of Covenant agreed to be conveyed to him by the said *Charles* Viscount *Midleton*, and he was not called upon to pay thereout any Debts or Liabilities of the said *George* Viscount *Midleton*: And whereas the said *Charles* Viscount *Midleton* is married, but has no Issue Male: And whereas the said *George Brodrick* has never been married: And whereas

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the said *William Brodrick* is an Infant of the Age of Twenty Years or thereabouts, and has never been married: And whereas the said *George Charles Brodrick* is an Infant of the Age of Nineteen Years or thereabouts, and has never been married: And whereas the said *Charles Brodrick* died in the Month of *August* One thousand eight hundred and forty-eight, without having been married: And whereas the said *William John Brodrick* had Issue besides the said *William Brodrick*, *George Charles Brodrick*, and *Charles Brodrick*, a Fourth Son *Henry Brodrick*, who was born on or about the Eleventh Day of *February* One thousand eight hundred and thirty-eight, and is now living, and a Fifth Son *Alan Brodrick*, who was born on or about the First Day of *January* One thousand eight hundred and forty, and is also now living, and no other Sons: And whereas the said *John Brodrick* died in the Month of *October* One thousand eight hundred and forty-two, without leaving any Issue Male other than the said *John Robert Brodrick*: And whereas the said *John Robert Brodrick* died in the Month of *February* One thousand eight hundred and forty-eight, without having been married: And whereas no Person will be entitled to succeed to the *English* and *Irish* Peerages enjoyed by the said *George Alan* late Viscount *Midleton* after the Failure of Issue Male of the said *Charles* Viscount *Midleton*, *George Brodrick*, and *William John Brodrick*, according to the Limitations of the *English* Peerage: And whereas the said *George Alan* Viscount *Midleton* left at his Decease a Widow, the said *Ellen* Dowager Viscountess *Midleton*, and he left his Sisters, *Maria Brodrick* Spinster, commonly called the Honourable *Maria Brodrick*, *Charlotte Brodrick* Spinster, commonly called the Honourable *Charlotte Brodrick*, *Harriet* the Wife of the said *William John Brodrick*, commonly called the Honourable *Harriet Brodrick*, *Emma Brodrick* Spinster, commonly called the Honourable *Emma Brodrick*, and *Lucy Brodrick* Spinster, commonly called the Honourable *Lucy Brodrick*, his Co-heirs at Law; and the said *George Alan* Viscount *Midleton* left at his Decease the said *Ellen* Dowager Viscountess *Midleton* his Widow, the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, or the said *William John Brodrick* in her Right, *Emma Brodrick*, and *Lucy Brodrick*, the said *Maria* Dowager Viscountess *Midleton*, and *Frances Ann Thomas* Widow, commonly called the Honourable *Frances Ann Thomas* (a Sister of the Half Blood to the said *George Alan* Viscount *Midleton*), his next of Kin under the Statutes for the Distribution of the Estates of Intestates: And whereas upon the Decease of the said *George Alan* Viscount *Midleton* the said *Charles* Viscount *Midleton* succeeded to the Title: And whereas the Real Estates of which the said *George Alan* Viscount *Midleton* died seised or possessed consisted of the several Estates and Properties mentioned or referred to in the First Division of the First Schedule to this Act, and the said Real Estates were at the

Viscount Midleton's Estate.

Time of the Decease of the said *George Alan* Viscount *Midleton* charged with or affected by the several gross Charges, Annuities, and Specialty Debts mentioned in the First and Second Divisions of the Second Schedule to this Act: And whereas the First Division of the First Schedule to this Act annexed is a Copy of the First Division of the First Schedule annexed to the Master's Report of the Fifth Day of *June* One thousand eight hundred and fifty, herein-after mentioned, and the First and Second Divisions of the Second Schedule to this Act annexed are Copies of the First and Second Divisions of the Second Schedule annexed to the same Report: And whereas the Personal Estate of which the said *George Alan* Viscount *Midleton* died possessed consisted of the several Particulars mentioned in the Second Division of the First Schedule to this Act: And whereas the Second Division of the First Schedule to this Act annexed is a Copy of the Second Division of the First Schedule annexed to the Master's said Report of the Fifth Day of *June* One thousand eight hundred and fifty: And whereas, in addition to the Specialty Debts mentioned in the Second Division of the Second Schedule to this Act annexed, and which amount in the whole to the Sum of Thirty-eight thousand Pounds, there was due and owing from the said *George Alan* Viscount *Midleton* at his Decease, to various Persons, a Sum of Ten thousand Pounds or thereabouts in the Nature of Simple Contract Debts: And whereas the said *William Pinney* has never been married: And whereas the said *George William Frederick Charles* Duke of *Cambridge* has never been married: And whereas the said *Frederica Harriet Rushbrooke* has never been married: And whereas the said *Mary Caroline Cocksedge* is the Wife of *Henry Leheup Cocksedge* Esquire: And whereas the said *William Henry Rushbrooke* is married, and has Issue a Son, *William Henry Rushbrooke* the younger, born on or about the Twenty-first Day of *November* One thousand eight hundred and forty-nine, and no other Son: And whereas the only Children of the said *Augusta Elizabeth Duffield* living at the Death of the said *George Alan* Viscount *Midleton* were *Thomas Duffield*, herein-after referred to as *Thomas Duffield* the younger, born on or about the Twenty-fourth Day of *April* One thousand eight hundred and thirty-nine, *Augusta Fanny Duffield*, born on or about the Twelfth Day of *November* One thousand eight hundred and forty, *Mary Duffield*, born on or about the Nineteenth Day of *June* One thousand eight hundred and forty-two, *Agnes Duffield*, born on or about the Twenty-sixth Day of *July* One thousand eight hundred and forty-four, and *Arthur Augustus Duffield*, born on or about the Twenty-first Day of *March* One thousand eight hundred and forty-six, who were the Children of the said *Augusta Elizabeth Duffield* by her Husband *Thomas Duffield*, and are all of them now living: And whereas the only Children of the said *William Hassell Eden* and *Fanny Georgiana* his Wife are *William Rushbrooke Eden*, born on or about the Twenty-

fourth

fourth Day of *July* One thousand eight hundred and thirty-four, *Archibald Duffield Eden*, born on or about the Sixth Day of *October* One thousand eight hundred and forty-one, and *Charles Davers Eden*, born on or about the Twenty-sixth Day of *February* One thousand eight hundred and forty-five: And whereas the said *George William Eyres* is married, and has Issue Two Sons, namely, *George Robert Charles Eyres*, born on or about the Seventh Day of *August* One thousand eight hundred and forty-five, and *Charles William Harry Eyres*, born on or about the Third Day of *March* One thousand eight hundred and forty-nine: And whereas it was alleged by the Co-heirs of the said *George Alan* Viscount *Midleton*, and the Persons who in case the said *George Alan* Viscount *Midleton* died intestate are entitled to administer to his Personal Estate, and beneficially interested therein under the Statutes for the Distribution of the Estates of Intestates, that the said *George Alan* Viscount *Midleton* was not of sound Mind at the Times when the said Wills hereinbefore respectively recited were executed, and that such Wills respectively were invalid by reason of the Incompetency of the said late Viscount, and that he died intestate, or, at all events, that the first of such Wills only was a valid Will, and that, except to the Extent of the Disposition thereby made, the said *George Alan* Viscount *Midleton* died intestate: And whereas the said *Frederica Harriet Rushbrooke*, *William Henry Rushbrooke*, *Henry Leheup Cocksedge* and *Mary Caroline* his Wife, and Dame *Frederica Louisa Augusta Valentina Osborn*, the said *Thomas Duffield* as Father and natural Guardian of the said *Thomas Duffield* the younger, and *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, the said *William Hassell Eden* in his own Right and also as Father and natural Guardian of *William Rushbrooke Eden*, *Archibald Duffield Eden*, and *Charles Davers Eden*, and *Frances Georgiana Eden*, the Wife of the said *William Hassell Eden*, and the said *George William Eyres* in his own Right and as Father and natural Guardian of the said *George Robert Charles Eyres* and *Charles William Harry Eyres*, contended that the said *George Alan* Viscount *Midleton* was of sound Mind when he made and published the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight, and that the same Will was a valid Will and Testament, and that it effectually revoked all preceding Wills and Testaments made by the said Testator; and the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight was propounded for Probate in the Prerogative Court of *Canterbury* by the said *William Henry Rushbrooke* and *George William Eyres* therein named as Executors, and a Caveat was entered against the issuing of Probate thereof by or on behalf of the said *William John Brodrick* and *Harriet* his Wife: And whereas the said *Frederica Harriet Rushbrooke* did on or about the Eighteenth Day of *January* One

Bill filed in Chancery, 18th January 1849.

One thousand eight hundred and forty-nine file her Bill of Complaint in the High Court of Chancery in *England* against the said *Maria* Dowager Viscountess *Midleton*, *Ellen* Dowager Viscountess *Midleton*, *Frances Ann Thomas*, *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, *Lucy Brodrick*, *William Henry Rushbrooke*, and *George William Eyres*, praying that the Personal Estate and Effects of the said *George Alan* Viscount *Midleton* might be properly secured, by and under the Direction of the said Court, during the Pendency of the Suit in the Prerogative Court of *Canterbury*, or until the said Will of the said Testator should have been duly proved in the Ecclesiastical Court, and in the meantime, during the Pendency of the said Suit in the said Prerogative Court, that some Person might be appointed by the said Court of Chancery to receive, manage, collect, and get in the Personal Estate and Effects of the said Testator: And whereas the Defendants to the said Suit duly appeared thereto: And whereas by an Order of the said Court, made in the said Cause on the Thirty-first Day of *January* One thousand eight hundred and forty-nine, it was referred to *James William Farrer* Esquire, One of the Masters of the said Court, to appoint a fit and proper Person or Persons to collect and get in the outstanding Personal Estate in *England* and *Ireland* of the said *George Alan* Viscount *Midleton*: And whereas the said Master, by his Report made in pursuance of the said Order, and bearing Date the Tenth Day of *May* One thousand eight hundred and forty-nine, appointed *Thomas Drewett* Receiver of the outstanding Personal Estate in *England* of the said *George Alan* Viscount *Midleton*: And whereas the said Master by his Report, also made in pursuance of the said last-mentioned Order, and bearing Date the Second Day of *November* One thousand eight hundred and forty-nine, appointed *Thomas Foley* Receiver of the outstanding Personal Estate in *Ireland* of the said *George Alan* Viscount *Midleton*: And whereas the said *Frederica Harriet Rushbrooke* did also on or about the Eighteenth Day of *January* One thousand eight hundred and forty-nine file her Bill of Complaint in the said Court of Chancery against the said *Charles* Viscount *Midleton*, *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick*, *Thomas Duffield* the younger by the said *Thomas Duffield* his Father and next Friend, the said *William Henry Rushbrooke*, and *George William Eyres*, praying that the said Will of the said *George Alan* Viscount *Midleton* of the Fourteenth Day of *March* One thousand eight hundred and forty-eight might be established, and the Trusts thereof performed and carried into execution by and under the Decree and Direction of the said Court, and that some proper Person might be appointed to receive the Rents and Profits of the Real Estates of the said *George Alan* Viscount *Midleton*: And whereas the

Order of Reference, dated 31st January 1849.

Master's Report, dated 10th May 1849.

Master's further Report, dated 2d November 1849.

Bill filed in Chancery, 18th January 1849.

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the Defendants in the last-mentioned Suit duly appeared thereto, and an Administrator *pendente lite* has been appointed in *Ireland*, for the Purpose of receiving the Arrears of Rent due to the said *George Alan* Viscount *Midleton* at the Time of his Decease: And whereas by an Order of the said Court, made in the said last-mentioned Cause on the Thirty-first Day of *January* One thousand eight hundred and forty-nine, it was referred to the said Master to appoint a proper Person or Persons to be Receiver or Receivers of the Rents and Profits of the Real Estates in question in the said Cause in *England* and *Ireland*: And whereas the said Master, by his Report made in pursuance of the said last-mentioned Order, and bearing Date the Tenth Day of *May* One thousand eight hundred and forty-nine, appointed the said *Thomas Drewett* Receiver of the Rents and Profits of the Real Estates in question in the said last-mentioned Cause in *England*: And whereas the said Master, by his Report also made in pursuance of the said last-mentioned Order, and bearing Date the Second Day of *November* One thousand eight hundred and forty-nine, appointed *Thomas Foley* Receiver of the Rents and Profits of the Real Estates in question in the said last-mentioned Cause in *Ireland*: And whereas, upon the Decease of the said *George Alan* late Viscount *Midleton*, the said *Frederica Harriet Rushbrooke* took possession of the Estates and Hereditaments expressed to be devised to or in trust for her by the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight, and the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick* commenced an Action of Ejectment against the said *Frederica Harriet Rushbrooke* for the Recovery of the Mansion and Park of *Peper Harow*, being Part of the Estates so taken possession of by the said *Frederica Harriet Rushbrooke* as aforesaid: And whereas, inasmuch as the final Determination on the Claims of the several Devisees and Legatees under the said several Wills, and of the Co-heirs of the said *George Alan* Viscount *Midleton*, and of the Persons entitled to administer to and beneficially interested in his Personal Estate if he died intestate, could only be arrived at after a protracted and multifarious Litigation, occupying a long Period of Time, and occasioning a ruinous Expenditure of Money, it was proposed and agreed by the Parties to the Indenture of the Fourth Day of *April* One thousand eight hundred and fifty, herein-after recited, to compromise their respective Claims on the Real and Personal Estate of the said *George Alan* Viscount *Midleton* on the Terms appearing by the same Indenture; and inasmuch as the Compromise so agreed on could not be definitively settled or conveniently carried into effect until the Rights and Interests of the said *Charles* Viscount *Midleton* under the said Deed of Covenant of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven should have been ascertained and determined,

Order of Reference, dated 31st January 1849.

Master's Report, dated 10th May 1849.

Master's further Report, dated 2d Nov. 1849.

As to Action of Ejectment for Recovery of the Mansion and Park of Peper Harow.

Agreement for Compromise of Suit.

mined, it was accordingly agreed between the same several Persons that the Settlement and Determination of such Rights and Interests should be included in the general Compromise and Settlement so agreed upon: And whereas the Terms of the Compromise proposed and agreed upon as aforesaid are embodied and contained in an Indenture dated the Fourth Day of *April* One thousand eight hundred and fifty, and made between the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick*, *Harriet Brodrick* his Wife, *Emma Brodrick*, and *Lucy Brodrick* of the First Part, the said *Ellen* Dowager Viscountess *Midleton* of the Second Part, the said *Charles* Viscount *Midleton* of the Third Part, the said *Maria* Dowager Viscountess *Midleton* and *Frances Ann Thomas* of the Fourth Part, the said *Frederica Harriet Rushbrooke*, the said *William Henry Rushbrooke* in his own Right, and also as Father and natural Guardian of the said *William Henry Rushbrooke*, an Infant, the said *Henry Leheup Cocksedge* and *Mary Caroline Cocksedge* his Wife, the said Dame *Frederica Louisa Augusta Valentina Osborn*, the said *Thomas Duffield*, the Father and natural Guardian of the said *Thomas Duffield*, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, the said *William Hassell Eden* in his own Right and also as Father and natural Guardian of *William Rushbrooke Eden*, *Archibald Duffield Eden*, and *Charles Davers Eden*, and *Fanny Georgiana* the Wife of the said *William Hassell Eden*, the said *George William Eyres*, in his own Right and as Father and natural Guardian of the said *George Robert Charles Eyres*, and *Charles William Harry Eyres* of the Fifth Part, the said *William Henry Rushbrooke* and *George William Eyres* of the Sixth Part, the said *Arthur Thomas* and *Julia* his Wife of the Seventh Part, the said *Arthur Thomas* and *George William Eyres* of the Eighth Part, the said *William Pinney* of the Ninth Part, the said *George William Frederick Charles* Duke of *Cambridge* (by his then Description of Prince *George* of *Cambridge*) of the Tenth Part, the said *William Frederick Beadon* of the Eleventh Part, the said *William Frederick Beadon* and *Arthur Thomas* of the Twelfth Part, the said *Frederick Thomas Pelham* of the Thirteenth Part, the said *William Frederick Beadon* and *Frederick Thomas Pelham* of the Fourteenth Part, and the said *George William Eyres* and *Richard Beauvoir Berens* of the Fifteenth Part, and in an Indenture purporting to be supplementary to the said Indenture of the Fourth Day of *April* One thousand eight hundred and fifty, and which supplementary Indenture bears Date the Fifth Day of *April* One thousand eight hundred and fifty, and was made between the said *Frederica Harriet Rushbrooke* of the First Part, the said *William Henry Rushbrooke* in his own Right and also as Father and natural Guardian of the said *William Henry Rushbrooke*, an Infant, of the Second Part, the said *Henry Leheup Cocksedge* and *Mary Caroline Cocksedge*

Terms of the proposed Compromise contained in an Indenture dated the 4th April 1850.

edge his Wife of the Third Part, the said Dame *Frederica Louisa Augusta Valentina Osborn* of the Fourth Part, and the said *Thomas Duffield*, as the Father and natural Guardian of the said *Thomas Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, *Agnes Duffield*, and *Arthur Augustus Duffield* of the Fifth Part, the said *William Hassell Eden* in his own Right and also as Father and natural Guardian of *William Rushbrooke Eden*, *Archibald Duffield Eden*, and *Charles Davers Eden*, and *Fanny Georgiana* the Wife of the said *William Hassell Eden* of the Sixth Part, and the said *George William Eyres* in his own Right and also as Father and natural Guardian of the said *George Robert Charles Eyres* and *Charles William Harry Eyres* of the Seventh Part: And whereas the said *Frederica Harriet Rushbrooke*, in pursuance of certain Orders of the said Court of Chancery bearing Date respectively the Twenty-eighth Day of *March* One thousand eight hundred and fifty, the Seventeenth Day of *April* One thousand eight hundred and fifty, and the Twentieth Day of *April* One thousand eight hundred and fifty, amended her said Bill of Complaint so filed by her against the said *Charles* Viscount *Midleton* and others, as aforesaid, and which Bill as amended was against the said *Charles* Viscount *Midleton*, *Ellen* Dowager Viscountess *Midleton*, *Maria* Dowager Viscountess *Midleton*, the said *George William Frederick Charles* Duke of *Cambridge* (by his then Description of Prince *George* of *Cambridge*), *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick*, *Thomas Duffield*, *William Henry Rushbrooke*, *George William Eyres*, *Frances Ann Thomas*, *Henry Leheup Cocksedge* and *Mary Caroline* his Wife, Dame *Frederica Louisa Augusta Valentina Osborn*, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, *Agnes Duffield*, *William Hassell Eden* and *Fanny Georgiana* his Wife, *William Rushbrooke Eden*, *Archibald Duffield Eden*, *Charles Davers Eden*, *George Robert Charles Eyres*, *Charles William Harry Eyres*, *Arthur Thomas* and *Julia* his Wife, *William Pinney*, *William Frederick Beadon*, and *Frederick Thomas Pelham*: And whereas the Defendants to the said Suit as amended duly appeared thereto: And whereas the said *Frederica Harriet Rushbrooke* did on or about the Twenty-eighth Day of *March* One thousand eight hundred and fifty file her supplemental Bill of Complaint in the said Court of Chancery to her said Bill of Complaint so filed by her as aforesaid against the said *Charles* Viscount *Midleton* and others against the said *William Henry Rushbrooke* the younger, praying the Benefit of the said original Suit, Order, and Proceedings, and the same Relief, against the said *William Henry Rushbrooke* the younger, as she would have been entitled to against him if he had been originally named a Party Defendant to the said original Bill: And whereas the Defendant to the said supplemental Suit duly appeared thereto:

Bill amended in pursuance of Orders dated 28th March 1850, 17th April 1850, and 20th April 1850.

Supplemental Bill, dated 28th March 1850.

And

Order of Reference dated 23d April 1850.

And whereas by an Order of the said Court made in the said last-mentioned Cause on the Twenty-third Day of *April* One thousand eight hundred and fifty it was ordered, that it should be referred to the said Master to inquire and state to the Court who at the Time of the Death of the said Testator *George Alan* Viscount *Midleton* was or were, and who are or is, his Heir or Heirs at Law, and who was or were at the Time of such Death as aforesaid, and who was or were then, his Customary Heir or Heirs as to any Copyhold or Customary Estate which the said *George Alan* Viscount *Midleton* was seised of or entitled to at the Time of his Death, and who was or were the Person or Persons who under the Statutes for the Distribution of the Personal Estate and Effects of Intestates would have been entitled to the Personal Estate and Effects of the said *George Alan* Viscount *Midleton* in case he had died intestate, and if any of such Persons had since died, and who were or was his or her legal personal Representative or Representatives respectively; and it was ordered, that the said Master should also inquire and state to the Court what Person the said Testator meant by the Description of the said *Frederica Harriet Rushbrooke*'s Brother "*William Rushbrooke* Esquire, a Lieutenant in the Royal Navy," and what Person the said Testator also meant by the Description "the late Mrs. *Augusta Duffield*," another Sister of the said *Frederica Harriet Rushbrooke*, and whether the said Defendants *William Henry Rushbrooke*, *George William Eyres*, *William Hassell Eden* and *Fanny Georgiana* his Wife, and the said *Augusta Elizabeth Duffield*, or any or one and which of them, have or has any and what Sons or Son, and whether and which of such Sons or Son have or has died, and whether they or he respectively left any and what Issue, and what were the respective Ages of each of the Sons of the said Defendants *William Henry Rushbrooke*, *George William Eyres*, *William Hassell Eden* and *Fanny Georgiana* his Wife, and the said *Augusta Elizabeth Duffield*, and whether any and which of such Sons have or has ever been married; and it was ordered, that the said Master should also inquire and state to the Court whether the said *Frederica Harriet Rushbrooke* and the said Defendants *George William Frederick Charles* Duke of *Cambridge* (then Prince *George* of *Cambridge*) and *William Pinney*, or any or one and which of them, have or has ever been married; and it was ordered, that the said Master should also inquire and state to the Court whether the said *Augusta Elizabeth Duffield* was living or dead, and, if dead, when she died, and whether there were any and what Children of the said *Augusta Elizabeth Duffield* living at the Time of the Death of the said Testator, and what were their Names and Ages respectively, and whether any and which of such Children have or has since died, and who were or was the legal personal Representatives or Representative of such (if any) of them as had since died; and it was ordered, that the said Master should also

inquire

inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said Defendants *William Henry Rushbrooke* the younger, *George Robert Charles Eyres*, *Charles William Harry Eyres*, *William Rushbrooke Eden*, *Archibald Duffield Eden*, *Charles Davers Eden*, *Thomas Duffield*, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, and of the unborn Issue of the said *Frederica Harriet Rushbrooke*, and of the said Defendants *William Henry Rushbrooke*, *George William Eyres*, *William Pinney*, the said *George William Frederick Charles* Duke of *Cambridge* (then Prince *George* of *Cambridge*), *William Hassell Eden* and *Fanny Georgiana* his Wife, *William Rushbrooke Eden*, *Archibald Duffield Eden*, *Charles Davers Eden*, *Thomas Duffield*, and *Arthur Augustus Duffield*, that the Provisions of the said Deed of Compromise bearing Date the Fourth Day of *April* One thousand eight hundred and fifty should be carried into execution, and whether or not that Application should be made to Parliament for an Act for the Purpose of carrying into execution the Provisions of the said Deed of Compromise; and if the said Master should be of opinion that it would be fit and proper, and for the Benefit of such several Defendants and unborn Issue as aforesaid, that the Provisions of the said Deed of Compromise should be carried into execution, and that such Application should be made to Parliament as aforesaid, then it was ordered that the said Master should settle and approve of the Draft of such a Bill for an Act as might be necessary for such Purpose, and the said Master was to be at liberty to state any Matters specially, as he should think fit, at the Request of either Party; and after the said Master should have made his Report such further Order should be made as should be just: And whereas the said Master, by his Report bearing Date the Fifth Day of *June* One thousand eight hundred and fifty, made in pursuance of the said Order bearing Date the Twenty-third Day of *April* One thousand eight hundred and fifty, after finding the various Matters in the said Report contained, including the Effect of the several Recitals herein-before contained, reported that it would be fit and proper, and for the Benefit of the said *William Henry Rushbrooke* the younger, *George Robert Charles Eyres*, *Charles William Harry Eyres*, *William Rushbrooke Eden*, *Archibald Duffield Eden*, *Charles Davers Eden*, *Thomas Duffield*, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, and of the unborn Issue of the said *Frederica Harriet Rushbrooke*, *William Henry Rushbrooke*, *George William Eyres*, *William Pinney*, the said *George William Frederick Charles* Duke of *Cambridge* (then Prince *George* of *Cambridge*), *William Hassell Eden* and *Fanny Georgiana* his Wife, *William Rushbrooke Eden*, *Archibald Duffield Eden*, *Charles Davers Eden*, *Thomas Duffield*, and *Arthur Augustus Duffield*, that the Provisions of the said Deed of Compromise bearing Date the Fourth Day of *April* One thousand eight hundred

Master's Report, dated 5th June 1850.

hundred and fifty should be carried into execution, and that Application should be made to Parliament for an Act for the Purpose of carrying into execution the Provisions of the said Deed of Compromise, and that he had perused and considered the Draft of a Bill for effecting the Purposes aforesaid, and had approved of the Provisions therein contained: And whereas by another Order of the said Court of Chancery, bearing Date the Seventh Day of *June* One thousand eight hundred and fifty, it was ordered that the said Master's said Report of the Fifth Day of *June* One thousand eight hundred and fifty should be confirmed, and that the said *William Henry Rushbrooke* on behalf of the said *William Henry Rushbrooke* the Infant, the said *Thomas Duffield* on behalf of the said *Thomas Duffield* the Infant, and *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, and the said *William Hassell Eden* on behalf of the said *William Rushbrooke Eden*, *Archibald Duffield Eden*, and *Charles Davers Eden*, and the said *George William Eyres* on behalf of the said *George Robert Charles Eyres* and *Charles William Harry Eyres*, might respectively be at liberty to join with the other Parties named in the Draft Bill in the said Report mentioned in petitioning the High Court of Parliament for Leave to bring in the said Bill as settled by the said Master: And whereas, as appears by the said Indenture of the Fourth Day of *April* One thousand eight hundred and fifty, it was Part of the Arrangement upon the said Compromise that the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight should be proved by the said *William Henry Rushbrooke* and *George William Eyres*, the Executors therein named: And whereas it was also Part of the said Arrangement that the Messuages, Lands, and Hereditaments to be settled pursuant to the herein-before mentioned Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven should be the Messuages, Lands, and Hereditaments comprised in the Third Schedule to this Act: And whereas it is considered desirable that such Family Portraits and Busts as belonged to the deceased Father of the said *George Alan* Viscount *Midleton* should be permitted to go along and be used and enjoyed with the last-mentioned Messuages, Lands, and Hereditaments: And whereas the said *George Alan* Viscount *Midleton* in his Lifetime arranged with the Commissioners for executing the Office of Lord High Admiral to give a Piece of Land at *Queenstown* in the County of *Cork* for the Erection of a Pier, and it would conduce to the public Advantage that such Arrangement should be carried into effect: And whereas it would be greatly for the Benefit of the Persons interested in the Estates of which the said *George Alan* Viscount *Midleton* was at the Time of his Decease seised as a bare Trustee or as a Mortgagee, by removing Difficulties which might otherwise hereafter be raised with respect to the Titles to such Estates respectively, that the said Will dated the Fourteenth Day of *March* One thousand

Order confirming Report, dated 7th June 1850.

thousand eight hundred and forty-eight, of the said *George Alan* Viscount *Midleton*, should, so far as relates to the Devise therein contained of Estates vested in the said Viscount as a bare Trustee or as a Mortgagee be confirmed: And whereas the Compromise so agreed upon as aforesaid will, under the Circumstances aforesaid, be highly beneficial to all Persons who shall or may hereafter claim under any of the aforesaid Wills or Testaments; but the same cannot be fully carried into effect without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, *Lucy Brodrick*, *Ellen* Dowager Viscountess *Midleton*, *Charles* Viscount *Midleton*, *Maria* Dowager Viscountess *Midleton*, *Frances Ann Thomas*, *Frederica Harriet Rushbrooke*, *William Henry Rushbrooke* (as well on his own Behalf as on behalf of the said *William Henry Rushbrooke* the Infant), *Henry Leheup Cocksedge* and *Mary Caroline Cocksedge* his Wife, Dame *Frederica Louisa Augusta Valentina Osborn*, *Thomas Duffield* (on behalf of the said *Thomas Duffield* the Infant, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*,) *William Hassell Eden* (as well on his own Behalf as on behalf of the said *William Rushbrooke Eden*, *Archibald Duffield Eden*, and *Charles Davers Eden*), and *Fanny Georgiana Eden* the Wife of the said *William Hassell Eden*, *George William Eyres* (as well on his own Behalf as on behalf of the said *George Robert Charles Eyres* and *Charles William Harry Eyres*), *Arthur Thomas* and *Julia Thomas* his Wife, *William Pinney*, *George William Frederick Charles* Duke of *Cambridge*, *William Frederick Beadon*, *Frederick Thomas Pelham*, and *Richard Beauvoir Berens*, most humbly beseech Your Majesty that it may be enacted and declared; and be it enacted and declared 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, That upon Probate being obtained of the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight it shall be lawful for the Executors or other personal Representatives or Representative for the Time being of the said *George Alan* Viscount *Midleton*, after duly collecting, getting in, and receiving his Personal Estate, and the Increase thereof since his Decease, and applying and administering the same in Payment of his Funeral and testamentary Expenses, and his Debts and general Liabilities (except the Debts charged on his Real Estate, or any Part thereof), and of Interest upon such of the same Debts as carry Interest, and in performance of the Arrangement between the said late Viscount and the Ecclesiastical Commissioners referred to in the said Wills of the Thirteenth Day of *May* One thousand eight hundred and forty-seven and the Sixth Day of *September* One thousand eight hundred and forty-seven, so far as the same may be incomplete, and in the next place in Payment

Personal Representatives of George Alan Viscount Midleton authorized to administer his Personal Estate in a specified Manner.

Viscount Midleton's Estate.

Payment of the Legacies by the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight, bequeathed to the domestic Servants and Labourers of the said Viscount, and to his Bailiff and Head Gardener, and to the said *William Henry Rushbrooke* and *George William Eyres* in their Capacity of Executors, and to the said Mr. *Drewitt*, Mr. *Woodyer*, Mr. *Debenham*, *William Bartlett*, *William Bone*, *Thomas Lee*, *William Bickerstaff*, and *Jonathan Harding* respectively, and also the Legacy Duty on such of the same Legacies as are liable thereto, and in the next place in the Payment of all such other Legacy Duty as may become payable in respect of the Devises and Bequests contained in the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight, and in the last place in or towards Payment (so far as the Assets coming into their Hands may extend) of the Mortgage Debts of the said *George Alan* Viscount *Midleton*, or such of them as the said Executors or other personal Representatives or Representative shall think proper, to pay the Residue, if any, of the said Personal Estate, unto the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of this Act, for the Purposes herein-after mentioned: Provided always, that in the Administration of the Personal Estate of the said *George Alan* Viscount *Midleton* the Plate Chest in the said Will mentioned, and the Contents thereof, and the Family Portraits and Busts which belonged to the deceased Father of the said *George Alan* Viscount *Midleton*, and the Pictures, Prints, Books, Busts, Articles of Vertu, and Household Furniture, Goods, and Effects, in and about the Mansion House at *Peper Harow* aforesaid, shall not be sold by the personal Representatives or Representative of the said *George Alan* Viscount *Midleton*, unless such Sale shall be absolutely necessary in order to protect such personal Representatives or Representative from Actions or Suits by the Creditors of the said *George Alan* Viscount *Midleton*, but the same shall be retained by them or him, and delivered over to the Trustees or Trustee of this Act, so soon as the Funeral and testamentary Expenses of the said *George Alan* Viscount *Midleton*, and his Debts, other than Mortgage Debts, shall have been paid and satisfied: Provided also, that the Executors or personal Representatives or Representative of the said *George Alan* Viscount *Midleton* shall not sell or dispose of any Leasehold Estates of the said late Viscount, or in any Manner meddle or interfere with such Estates, or supersede the Receivers of the Rents and Profits thereof, except so far as may be absolutely necessary in order to protect such personal Representatives or Representative from Actions or Suits by Creditors of the said late Viscount, but shall, so soon as the same can be done with Safety, grant or assign such Leasehold Estates to the Trustees or Trustee for the Time being of this Act.

II. And

Estates of Charles Viscount Midleton, subject to the Covenants entered into by him in and by Indenture 21st April 1837, directed to be conveyed to Trustees of this Act.

II. And be it enacted, That the said *Charles* Viscount *Midleton* shall, at the Request of the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Trustees or Trustee for the Time being of this Act, and at the Costs in all things of the general Estate of the said *George Alan* Viscount *Midleton*, make, do, and execute all such Acts, Deeds, Matters, and Things as shall be necessary for vesting the said Freehold, Copyhold, and Leasehold Hereditaments in and by the said Will of the said *George* Viscount *Midleton* devised to the said *Charles* Viscount *Midleton*, (except as in the said Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven is mentioned, and except also such of the said Hereditaments as have been already conveyed, and also for vesting the Books, Prints, Pictures, Marbles, Fixtures, and Fittings, and other Chattels, by the same Will bequeathed to the said *Charles* Viscount *Midleton*, in the Trustees or Trustee for the Time being of this Act, free from all Title to Dower or Free Bench of any Wife of the said *Charles* Viscount *Midleton*, but subject nevertheless as in the said Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven was in that Behalf mentioned, and for confirming the Title of the said Trustees or Trustee to the said Freehold, Copyhold, and Leasehold Hereditaments, and to the said Chattels, as Part of the Real and Personal Estate of the said *George Alan* Viscount *Midleton*: Provided always, that the said *Charles* Viscount *Midleton* shall not be called upon to adduce any Title to the said Premises except the said Will of the said *George* Viscount *Midleton*.

Hereditaments in Third Schedule to this Act to be settled in satisfaction of the Covenants entered into by George Alan Viscount Middleton, in and by Indenture dated 21st April 1837.

III. And be it enacted, That the Messuages, Lands, and Hereditaments comprised in the said Third Schedule to this Act, all which Hereditaments, as Part of the Estates late of the said *George Alan* Viscount *Midleton*, are herein-after vested in the said *George William Eyres* and *Richard Beauvoir Berens* as herein-after mentioned, shall be by the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of this Act, at the Expense of the general Estate of the said *George Alan* Viscount *Midleton*, freed and discharged or adequately indemnified against all Sums of Money, annual or in gross, or other Incumbrances affecting the same, except Quit Rents, not exceeding in the aggregate the annual Sum of Fifty Pounds, and except Leases granted of any Parts thereof, and, so freed and discharged or indemnified, shall be settled and assured to such Uses upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Provisions, Agreements, and Declarations as in and by the said Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven are directed to be limited

and declared of and concerning the Hereditaments thereby covenanted to be settled, or such of the same as are subsisting undetermined and capable of taking effect, or as near thereto as the Deaths of Parties and other Circumstances will admit, the Trustees of such Settlement to be appointed in the first instance by the said *Charles* Viscount *Midleton*, if living, and if not, by the Person who for the Time being is to be the Tenant for Life under such Settlement, if of Age, and if not, by his Guardians or Guardian, and such Settlement to be, as against the said *Charles* Viscount *Midleton*, and all Persons claiming or deriving Title under the said Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven, or succeeding to the Title of Viscount *Midleton*, and their respective Heirs, Executors, and Administrators, a Substitution or in full Satisfaction of the Settlement agreed to be made by the last-mentioned Indenture, and, together with the Provisions contained in this Act with respect to such Family Portraits and Busts as belonged to the deceased Father of the said *George Alan* Viscount *Midleton*, to be in full Discharge of all Legacies, Rights of Pre-emption, or other Benefits or Privileges under the said Will of the said *George Alan* Viscount *Midleton* bearing Date the Fourteenth Day of *March* One thousand eight hundred and forty-eight, or any other Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, save and except so far as any of such Rights of Pre-emption, Benefits, and Privileges are retained or conferred by this Act, and in such Case the same shall be exerciseable only subject to the Provisions of this Act: Provided also, that the Costs and Expenses of preparing and executing the Settlement to be made upon the said *Charles* Viscount *Midleton* for his Life, with Remainders over, as aforesaid, shall be borne in equal Moieties by the said *Charles* Viscount *Midleton* and the general Estate of the said *George Alan* Viscount *Midleton*.

Lease to Richard Stilwell of Cottage, &c. at Peper Harow confirmed, and Annuity of 100*l.* to Anne Brodrick to be for the Purposes of Act considered as a Specialty Debt of George Alan Viscount Midleton.

IV. And be it enacted, That the Lease granted by the said *George* late Viscount *Midleton* to *Richard Stilwell* of the Cottage and Land in the Parish of *Peper Harow* aforesaid, now or late in his own Occupation, for his natural Life, be and the same is hereby confirmed; and that the Annuity of One hundred Pounds *per Annum* agreed to be paid to the said *Anne Brodrick* after the Decease of the said *John Brodrick* her Husband, during the Remainder of her Life, shall for all the Purposes of this Act be deemed an Obligation by Specialty of the said *George Alan* Viscount *Midleton*, and shall be paid, as and when the same shall fall due, out of the Income of the general Estate of the said late Viscount, in the same Manner in every respect as any other Annuity charged upon or payable out of the Estate of the said late Viscount.

V. And

Estates late of George Alan Viscount Midleton vested in Trustees of Act, in trust for Sale.

V. And be it enacted, That all and singular the Freehold, Copyhold, and Leasehold Hereditaments of the said *George Alan* Viscount *Midleton*, including the Estates and Hereditaments so as aforesaid to be comprised in the aforesaid Settlement, and including the Estates so as aforesaid assured or agreed to be assured by the said *Charles* Viscount *Midleton*, subject, as to all the said Estates respectively, to the Annuities affecting the same or any Part thereof respectively, and to the Mortgage Debts, Charges, and Incumbrances affecting the same respectively, and subject also, as to such of the same Hereditaments as are Leasehold for a Chattel Interest, to the legal Estate, Right, and Title of the Executors or other personal Representatives of the said *George Alan* Viscount *Midleton*, shall be and the same are hereby vested in the said *George William Eyres* and *Richard Beauvoir Berens*, their Heirs, Executors, Administrators, and Assigns, for all the Estates and Interests therein respectively of the said *George Alan* Viscount *Midleton*, freed and discharged from all Estates, Rights, Titles Interests, Claims, and Demands under or by virtue of any Will, Codicil, or testamentary Disposition made by the said *George Alan* Viscount *Midleton*, and also from all Estates, Rights, Titles, Interests, Claims, and Demands of the said *Ellen* Dowager Viscountess *Midleton*, in respect of Dower or Free Bench or Thirds, and of the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, as the Heirs at Law of the said *George Alan* Viscount *Midleton*, or any of them, or any Person or Persons deriving Title through or under them respectively, or any Persons interested in the Personal Estate of the said *George Alan* Viscount *Midleton*, or as next of Kin under the Statute for the Distribution of the Estates of Intestates, and shall be held by the said *George William Eyres* and *Richard Beauvoir Berens*, their Heirs, Executors, Administrators, and Assigns respectively, upon trust, as to all the said Freehold, Copyhold, and Leasehold Estates and Hereditaments, other than the Messuages, Lands, and Hereditaments herein-before directed to be settled upon the said *Charles* Viscount *Midleton* and his Issue, with Remainders over, as herein-before is mentioned, upon trust that they the said *George William Eyres* and *Richard Beauvoir Berens*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, shall forthwith, with all convenient Speed, without the Consent of any other Person or Persons whomsoever, absolutely sell and dispose of the same Freehold, Copyhold, and Leasehold Estates and Hereditaments, either entirely and altogether, or in Parcels, and either by public Auction or private Sale, for such Price or Prices, to such Person or Persons, whether Persons interested in the aforesaid Compromise or not, as the Trustees or Trustee for the Time being of this Act shall think reasonable, with full Power to buy in the said Premises or any Part thereof at any Sale or Sales by Auction, and to rescind,

rescind, abandon, or vary any Contract for Sale, and to re-sell the Premises which shall be so bought in, or the Contracts for the Sale whereof shall be so rescinded or abandoned as aforesaid, without being answerable for any Loss which may happen thereby respectively, and also with full Power to insert any such special or other Clauses or Stipulations in any Contracts for or Conditions of Sale, either as to Title or otherwise, as the said Trustees or Trustee shall think fit, and to enter into all such other Arrangements as the said Trustees or Trustee shall, in their or his Discretion, think fit, in relation to any Sale or Sales of the said Premises, and in particular to make Sales of the said Hereditaments or any of them, either freed from or subject to the Mortgage Debts and other gross Sums affecting the same, and to enter into such Arrangements as they or he shall think proper for indemnifying the Estates contracted to be sold against any Charges or Incumbrances, whether annual or in gross, or for obtaining an Indemnity from any gross Sums of Money subject to which any Sale or Sales of the said Estates shall be made, and shall make, do, and execute all such Acts, Deeds, Matters, and Things as shall be necessary or expedient for carrying into effect the Sales made by them as aforesaid; and any Purchaser shall not be concerned to inquire whether or not the Rights of Pre-emption granted by this Act or any of them have been exercised, or are or is still subsisting.

Purchase Monies to be paid into Bank of England.

VI. And be it enacted, That all and singular the Monies to arise by the Sale of any Estates and Hereditaments which shall be sold pursuant to this Act shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery in *England*, to his Account there "*Ex parte* the Purchasers or Purchaser of the Estates of *George Alan* Viscount *Midleton* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, 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.

Certificates and Receipts to be good Discharges to Purchasers.

VII. And be it enacted, That the Certificate or Certificates of the said Accountant General of the Payment of any Monies into the Bank of *England* as aforesaid, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereunto annexed and therewith filed in the Register Office of the Court of Chancery in *England*, shall from Time to Time be good and effectual Discharges for the Monies by this Act directed to be paid into the Bank, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, and the other Persons paying

paying such Monies and taking such Receipts, his, her, or their Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Money, or be accountable for any Misapplication or Nonapplication of the same respectively, or any Part thereof.

Money paid into the Bank to be laid out in the Purchase of Exchequer Bills till wanted.

VIII. And be it enacted, That all the Sum and Sums of Money which shall be paid into the Bank in the Name of the Accountant General, out of the Monies arising from such Sale or Sales, in the Manner by this Act directed, or so much thereof as shall not be immediately required for any of the Purposes of this Act, including the Payment of any Costs, Charges, or Expenses intended to be provided for by this Act, shall be from Time to Time laid out by the said Accountant General in the Purchase of Exchequer Bills; and the Interest arising from the Monies so laid out in the Purchase of Exchequer Bills, and the Monies received from the same, as and when they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Exchequer Bills; provided always, that it shall and may be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, as may be necessary, that whenever the Exchequer 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 new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; all which Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name and with the Privity of the Accountant General, and shall there remain until the same shall be by the said Court directed to be sold: Provided always, that it shall be lawful for the said Court of Chancery, upon the Petition of the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, or the Trustees or Trustee for the Time being of this Act, to direct that the Monies to be received in Payment of the said Bills or any of them, or the Interest to be received in respect thereof, or the Produce of the Sale of any of the said Bills, shall be paid or applied for any of the Purposes to which the Monies by this Act directed to be paid into the Bank as aforesaid are by this Act directed to be applied, including the Payment of any Cost, Charges, and Expenses intended to be provided for by this Act: Provided always, that if the Money arising by the Sale of any such Exchequer Bills as aforesaid shall exceed the Amount of the original Purchase

Money when so laid out, then and in that Case the Surplus shall be considered as Income accruing from the Real Estate of the said *George Alan* Viscount *Midleton* during the Period during which such Purchase Money shall be so invested, and the Rights in relation thereto of the Persons beneficially interested under this Act shall be regulated accordingly.

Right of Pre-emption to Charles Viscount Midleton or other the Viscount Midleton for the Time being as to the Manor of Dunsford, &c.

IX. And be it enacted, That in executing the Trust for Sale herein-before contained the Trustees or Trustee for the Time being of this Act shall permit the said *Charles* Viscount *Midleton*, at any Time within Two Years after the Fourth Day of *April* One thousand eight hundred and fifty, to have the Option of purchasing the Manor of *Dunsford* in the County of *Surrey*, and the Lands, Tenements, and Hereditaments thereto belonging, with the Appurtenances, and all the Messuages, Lands, and Hereditaments, formerly of the said *George Alan* Viscount *Midleton*, in or near the Parish of *Wandsworth* in the said County of *Surrey*, with the Appurtenances, at a Price to be ascertained as the Value thereof by Two able practical Surveyors, of whom one shall be nominated by the Trustees or Trustee for the Time being of this Act, and the other by the said *Charles* Viscount *Midleton*, or in case of such Surveyors differing in Opinion, then by a Third Surveyor to be appointed by them before they shall enter upon the said Matter, and such Option shall be exercised by any Person who within the Period aforesaid shall become Viscount *Midleton*: Provided always, that the said Trustees or Trustee of this Act shall have Power at any Time to require the Person entitled to the Option to exercise the same within Three Calendar Months after Notice, or otherwise to relinquish such Option.

Rights of Pre-emption to Co-heiresses of George Alan Viscount Midleton as to Mansion and Estate at Peper Harow.

X. And be it enacted, That in executing the Trust for Sale herein-before contained the Trustees or Trustee for the Time being of this Act shall permit the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick*, or any One or more of them, at any Time within One Year after the passing of this Act, to have the Option of purchasing the said Mansion House and Estate at *Peper Harow*, as described at the Beginning of the First Schedule to this Act, and distinguished therein from the *Cosford* and *Elstead* Estates which follow next in the same Schedule, and the Manor of *Peper Harow*, and the Advowson of the Rectory of *Peper Harow*, and the Rights, Members, and Appurtenances thereto belonging, at a Price to be determined as follows; (that is to say,) the Value of the said Hereditaments to be ascertained by Two able practical Surveyors, of whom one shall be nominated by the Trustees or Trustee for the Time being of this Act, and the other by the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma*

Emma Brodrick, and *Lucy Brodrick*, or such of them as shall exercise the said Option, or in case of such Surveyors differing in Opinion, then by a Third Surveyor to be appointed by them before they shall enter upon the said Matter; and the Price of the said Estates shall be the Value thus ascertained after a Deduction therefrom of a Sum of Money equal to Five Pounds *per Centum* upon the said Valuation; and in case such Option shall be exercised the Trustees or Trustee for the Time being of this Act shall have full Power to make such Arrangement relating to the Payment of the Purchase Money, or the setting off the same, or any Part thereof, against the Share and Interest of the Purchasers in the Monies to arise from the Sale and Conversion of the Real and Personal Estate of the said *George Alan* Viscount *Midleton* under or by virtue of this Act, as shall be considered proper or expedient: Provided always, that the said Trustees or Trustee of this Act shall have full Power at any Time to require the Persons entitled to the said Option to exercise the same within Three Calendar Months after Notice, or otherwise to relinquish such Option.

Right of Pre-emption to Trustees of Settlement directed to be made upon Frederica Harriet Rushbrooke for Life, with Remainder to William Henry Rushbrooke for Life, as to Cosford and Elstead Estates, and to specified Portions of the Irish Estates.

XI. And be it enacted, That in executing the Trust for Sale herein-before contained the Trustees or Trustee for the Time being of this Act shall permit the Trustees or Trustee for the Time being of the Settlement herein-after directed to be made upon the said *Frederica Harriet Rushbrooke* for Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as herein-after mentioned, at any Time within One Year after the passing of this Act, to have the Option of purchasing the Messuages, Lands, and Hereditaments described in the said First Schedule to this Act, next after the *Peper Harow* Estate, as the *Cosford* and *Elstead* Estates, and the Advowson of the Rectory of *Thursley*, with the Appurtenances, and also the Messuages, Lands, and Hereditaments situate at *Queenstown*, and all other the Lands and Hereditaments situate in the *Great Island* in the County of *Cork* in *Ireland*, being Part of the Estates described in the First Division of the said First Schedule to this Act, at a Price to be determined as follows; (that is to say,) the Value of the Estates to which this Provision relates shall be ascertained by Two able practical Surveyors, of whom one shall be nominated by the Trustees or Trustee for the Time being of this Act, and the other by the Trustees or Trustee for the Time being of the said Settlement, or in case of the said Surveyors differing in Opinion, then by a Third Surveyor, to be appointed by them before they shall enter upon the said Matter, and the Price of the Estates so taken shall be the Value thus ascertained after a Deduction therefrom of a Sum of Money equal to Five Pounds *per Centum* upon the said Valuation; and in case such Option shall be exercised the Trustees or Trustee for the Time being of this Act shall,

shall, so far as shall be practicable, having regard to the Monies which shall be raisable under this Act, permit the Purchase Money or any Part thereof to be set off against or appropriated as Part of the Share or Interest of the Purchasers as Trustees of the said Settlement in the Monies to arise from the Sale and Conversion of the Real and Personal Estate of the said *George Alan* Viscount *Midleton*, under or by virtue of this Act: Provided always, that the Trustees or Trustee of this Act shall have full Power at any Time to require the Persons entitled to the said Option to exercise the same within Three Calendar Months after Notice, or otherwise to relinquish such Option; and that such Option shall not be exercised as to any Lands by the Trustees or Trustee of the said intended Settlement without the Consent in Writing of the said *Frederica Harriet Rushbrooke* and *William Henry Rushbrooke*, or the Survivor of them, during their, his, or her Lives or Life.

Family Portraits and Busts, which belonged to the deceased Father of George Alan Viscount Midleton, to be delivered to the Trustees of the Settlement upon Charles Viscount Midleton for Life, with Remainders over.

XII. And be it enacted, That the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, or other the Trustees or Trustee for the Time being of this Act, do and shall deliver over to the Trustees or Trustee of the Settlement herein-before directed to be made upon the said *Charles* Viscount *Midleton* for his Life, with Remainders over, as aforesaid, such Family Portraits and Busts as belonged to the deceased Father of the said *George Alan* Viscount *Midleton*, to be holden by the Trustees or Trustee for the Time being of the last-mentioned Settlement upon trust to permit the same to be used and enjoyed with the Hereditaments to be comprised in the same Settlement, so far as the Rules of Law and Equity will permit, by the Person or Persons who for the Time being shall be entitled to the actual Possession or to the Receipt of the Rents and Profits of the same Hereditaments under or by virtue of the same Settlement, yet so nevertheless that the same Family Portraits and Busts shall not vest absolutely in any Person thereby made Tenant in Tail Male by Purchase unless such Person shall attain the Age of Twenty-one Years.

Personal Chattels (other than the said Family Portraits and Busts) directed to be sold.

XIII. And be it enacted, That the said *George William Eyres* and *Richard Beauvoir Berens*, their Executors, Administrators, and Assigns, shall stand possessed of the Goods, Chattels, and Effects herein-before directed to be delivered over to them, instead of being sold, in the Administration of the Personal Estate of the said *George Alan* Viscount *Midleton*, (other than such Family Portraits and Busts as belonged to the deceased Father of the said *George Alan* Viscount *Midleton*,) upon trust that they the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, do with all convenient Speed absolutely

absolutely sell and dispose of the same, either by public Auction or private Contract, and at such Price or Prices, and to such Persons or Person, whether interested in the aforesaid Compromise or not, and in such Manner in all respects, as they or he shall think proper, and shall stand possessed of the clear Monies arising from such Sale upon the Trusts and with the Powers herein-after declared of and concerning the same; and in executing the said Trust for Sale the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick* shall, in the event of the Purchase by them or any of them of the *Peper Harow* Estate, be entitled and bound to purchase the said Goods, Chattels, and Effects in and about the Mansion House at *Peper Harow* (other than the said Family Portraits and Busts) at a Price equal to the Value to be determined by Two Persons, of whom one shall be appointed by the Trustees or Trustee for the Time being of this Act, and the other by the said *Maria Brodrick*, *Charlotte Brodrick*, *William John Brodrick* and *Harriet* his Wife, *Emma Brodrick*, and *Lucy Brodrick*, or such of them as shall purchase the said Estate of *Peper Harow*, or, in the event of the said Persons differing in Opinion, then by some Third Person to be appointed by them before entering upon the said Matter, after Deduction from such Value of Five Pounds *per Centum* upon the Amount thereof; and the said Trustees or Trustee of this Act shall have a similar Power and Discretion with regard to the Time and Mode of Payment of the Purchase Money as is herein-before contained with reference to the Purchase Money of the *Peper Harow* Estate.

Right of Pre-emption to Ellen Dowager Viscountess Midleton as to Plate, &c.

XIV. And be it enacted, That the said *Ellen* Dowager Viscountess *Midleton* shall be entitled, if she shall think proper, to purchase the aforesaid Plate Chest and its Contents at a fair Valuation, and that the Amount of such Valuation may in that event be set off and deducted from the Sum payable to her under this Act.

Persons interested in the Compromise authorized to become Purchasers.

XV. And be it enacted, That any of the Persons interested in the aforesaid Compromise, other than the said *George William Eyres* and *Richard Beauvoir Berens*, shall be at full Liberty to purchase all or any of the Hereditaments or Personal Property which shall be sold under the Provisions of this Act (but without Prejudice to the Rights of Pre-emption or other Privileges hereby conferred on specified Persons); and the Trustees or Trustee for the Time being of this Act may enter into such Arrangements as they shall think reasonable with reference to the Payment of the Purchase Money by any such Parties, or to the setting off of such Purchase Money or any Part thereof against any Monies which under the Provisions of this Act shall be or may become payable to such Purchaser.

Viscount Midleton's Estate.

Trusts of the Monies arising from the Real and Personal Estate of George Alan Viscount Midleton.

XVI. And be it enacted, That the clear Monies which shall arise from the Sale of the Freehold, Copyhold, and Leasehold Estates late of the said *George Alan* Viscount *Midleton*, pursuant to the Trust for Sale herein-before contained, (after the Payment of all the Costs, Charges, and Expenses of or attending such Sales,) shall and may, upon Petition to be made from Time to Time to the said Court of Chancery in *England* by the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, be paid and applied, and the clear Monies arising from the Sale of the Goods, Chattels, and Effects herein-before directed to be sold by the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, after the Payment of all the Costs, Charges, and Expenses attending the Custody or Disposition thereof, and also the Monies (if any) which shall be paid to the Trustees or Trustee of this Act by the personal Representatives or Representative of the said late Viscount, representing the Residue of his Personal Estate after the same shall have been administered in accordance with the Provisions in that Behalf herein-before contained, shall be paid and applied for the Purposes and in manner herein-after mentioned; (that is to say,) in the Payment and Discharge of all such of the Mortgage Debts, Charges, and gross Incumbrances affecting the Real Estate of the said *George Alan* Viscount *Midleton*, and of his general Debts and Liabilities, other than Annuities, as shall not have been discharged or otherwise provided for upon the Sale of the said Real Estates, or in the Administration of the said Personal Estate, including in such Payments the Sum of Fifteen thousand Pounds provided for the Portions of the Daughters and younger Sons of the said *George* Viscount *Midleton* by the Settlement dated the Twenty-fifth Day of *May* One thousand seven hundred and ninety-seven, made upon the Marriage of the said *George* Viscount *Midleton* and *Maria* Dowager Viscountess *Midleton*, and the Sum of Ten thousand Pounds secured to the said *Charles* now Viscount *Midleton* by a Bond bearing Date the Twenty-ninth Day of *September* One thousand eight hundred and thirty-eight, and in the next place in Payment of the several pecuniary Legacies by the said Will of the said *George Alan* Viscount *Midleton* of the Fourteenth Day of *March* One thousand eight hundred and forty-eight bequeathed to the said *William Henry Rushbrooke* and *George William Eyres*, in their Capacity of Executors, and to the said *William Bone*, *Thomas Lee*, Mr. *Drewitt*, Mr. *Woodyer*, *William Bartlett*, Mr. *Debenham*, and to the Testator's Bailiff and Head Gardener, or such of the same Legacies respectively as shall not have been paid by the personal Representatives of the said Testator, and in the making of such Provision as the said Trustees or Trustee shall think proper for fulfilling the aforesaid Arrangement with the Ecclesiastical Commissioners, so far as the same may still remain

remain incomplete, and in providing for the Annuities by the same Will bequeathed to the said *Thomas Lee* and *William Bone*, by the Appropriation of a Fund for the Payment thereof, in such Manner and upon such Investments as the said Trustees or Trustee shall think proper, and in the Payment of all such Legacy Duty as ought to be paid in respect of all or any of the Legacies or Annuities given by the said *George Alan* Viscount *Midleton*, with full Power for the said Trustees or Trustee, as against the Persons beneficially interested in the Premises, to settle and determine all Disputes, Doubts, and Questions relative to such Legacy Duty, and in the next place in Payment to the said *Ellen* Dowager Viscountess *Midleton*, her Executors, Administrators, and Assigns, of the Sum of Twenty-eight thousand Pounds, without any Deduction or Abatement whatsoever, and in Payment to such Trustees as shall be nominated by the said *Ellen* Dowager Viscountess *Midleton* of the Sum of Two thousand Pounds, without any Deduction or Abatement, the same to be holden upon the Trusts herein-after mentioned, and the Payment in manner aforesaid of the said Sums of Twenty-eight thousand Pounds and Two thousand Pounds, making together the Sum of Thirty thousand Pounds, to be in full Bar and Satisfaction of all Annuities, Legacies, Claims, Demands, Benefits, and Privileges whatsoever of the said *Ellen* Dowager Viscountess *Midleton* under every or any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, and under the Statutes for the Distribution of the Estates of Intestates, as the Widow of the said late Viscount, and of all Right and Title to Dower or Free Bench as such Widow as aforesaid, but not to be in bar or satisfaction of the aforesaid Annuity or Jointure of One thousand Pounds of the said *Ellen* Dowager Viscountess *Midleton*; and the Residue of the aforesaid clear Monies shall be divided into Two equal Parts or Shares, one of which Parts or Shares shall be appropriated for the Purposes herein-after in that Behalf declared or referred to, which Appropriation shall be taken to be in full Bar and Satisfaction of all Estates, Rights, Titles, Interests, Legacies, Claims, and Demands whatsoever of the said *Frederica Harriet Rushbrooke* and her Issue, *William Henry Rushbrooke* and his Issue, *Henry Leheup Cocksedge*, *Mary Caroline Cocksedge*, *Thomas Duffield* the Infant, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, *William Hassell Eden* and *Fanny Georgiana* his Wife, their and each of their Issue, Dame *Frederica Louisa Augusta Valentina Osborn*, *George William Eyres* and his Issue, and every of them, and all Persons deriving Title under them or under any of them under or by virtue of any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, other than the Legacies of Two thousand Pounds bequeathed to the said *William Henry Rushbrooke* and *George William Eyres*, as Executors, by the said Will of the Fourteenth Day

Sum of 28,000*l.* to be paid to Ellen Dowager Viscountess Midleton, and 2,000*l.* to be appropriated for the Purposes after mentioned.

Residue of the aforesaid Monies to be divided into Two equal Moieties, to be appropriated as herein mentioned.

Day of *March* One thousand eight hundred and forty-eight, and herein-before provided for, and the other of which equal Half Parts or Shares of the said Residue shall be applied in manner following; (that is to say,) the Sum of Fifteen thousand Pounds shall be appropriated thereout for the Purposes herein-after in that Behalf declared or referred to, which Appropriation shall be taken to be a full Bar and Satisfaction of all Estates, Rights, Titles, Interests, Legacies, Claims, and Demands whatsoever of the said *William Pinney* and his Issue, and all Persons deriving Title under them or any of them, under or by virtue of any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, and the Sum of Two thousand Pounds shall be paid thereout to the said *Frederick Thomas Pelham*, such Sum of Two thousand Pounds to be in full Discharge and Satisfaction of all Legacies, Claims, and Demands to or of the said *Frederick Thomas Pelham* under any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, and the Sum of Six thousand Pounds shall be appropriated thereout for the Purposes herein-after in that Behalf declared or referred to, which Appropriation shall be taken to be in full Bar and Satisfaction of all Estates, Rights, Titles, Interests, Claims, and Demands whatsoever of the said *George William Frederick Charles* Duke of *Cambridge* and his Issue, and all Persons deriving Title under them or any of them, under or by virtue of any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, and the Sum of Two thousand Pounds shall be paid thereout to the said *Arthur Thomas* and *Julia* his Wife equally (the Moiety of the said *Julia Thomas* being for her sole and separate Use), in full Discharge and Satisfaction of all Legacies, Claims, and Demands of them or either of them under any Will, Codicil, or testamentary Disposition of the said *George Alan* Viscount *Midleton*, and the Remainder or Surplus of the said last-mentioned Half Part or Share of the said Residue shall be divided equally between the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, in equal Shares and Proportions, the Share of the said *Harriet Brodrick* being hereby declared to be for her sole and separate Use, such Sum to be in full Bar and Satisfaction of all Estates, Rights, Titles, distributive Shares, Interests, Claims, and Demands whatsoever which shall have descended or come or shall descend or come to them or any of them, or to the said *Maria* Dowager Viscountess *Midleton* and *Frances Ann Thomas*, or either of them, by reason or in consequence of any Intestacy, total or partial, of the said *George Alan* Viscount *Midleton*, either as Heirs at Law or by Custom or as next of Kin, or otherwise howsoever.

Trusts of the 2,000*l.* directed to be

XVII. And be it enacted, That the said Sum of Two thousand Pounds herein-before directed to be paid to Trustees to be nominated by

by the said *Ellen* Dowager Viscountess *Midleton* shall be deemed to be an Appropriation in respect of the Legacy or Sum of Five thousand Pounds by the said Will dated the Sixth Day of *September* One thousand eight hundred and forty-seven of the said *George Alan* Viscount *Midleton* bequeathed for the Purpose of enabling the said *Ellen* Dowager Viscountess *Midleton* to make Provision for such Member or Members of her own Family as she shall think fit, and that the same shall be held upon such Trusts proper for carrying into effect the Purpose aforesaid as shall be expressed and contained in a Declaration of Trust to be executed by the Trustees, such Declaration of Trust to contain Provisions for Investment and varying Securities, and for the Appointment of new Trustees, and all other proper and usual Clauses and Provisions, and a Trust that during the Life of the said *Ellen* Dowager Viscountess *Midleton*, or in the meantime and subject to any Appointment to be made by the said *Ellen* Dowager Viscountess *Midleton*, pursuant to the Power of Appointment to the Members of her own Family to be thereby limited to her, the Interests, Dividends, and annual Produce of the Stocks, Funds, and Securities for the Time being held upon the Trusts thereof shall be paid to the said *Ellen* Dowager Viscountess *Midleton*.

Appropriated previous to the Division of the Fund into Moieties.

XVIII. And be it enacted, That the Moiety herein-before directed to be appropriated of the aforesaid Residue of the Fund arising from the Real and Personal Estate of the said *George Alan* Viscount *Midleton* shall be disposed of in the following Manner; (that is to say,) an Appropriation shall be made thereout of the Sum of Sixty thousand Pounds to be applied for the Purposes and in manner hereinafter mentioned, which Appropriation shall be in full Bar and Satisfaction of all the Estates, Rights, Titles, Legacies, Claims, and Demands whatsoever herein-before expressed to be barred and satisfied of the said *Frederica Harriet Rushbrooke* and her Issue, *William Henry Rushbrooke* and his Issue, *Henry Leheup Cocksedge*, *Mary Caroline Cocksedge*, Dame *Frederica Louisa Augusta Valentina Osborn*, *William Hassell Eden*, and *Fanny Georgiana Eden*, their and each of their Issue, *Thomas Duffield* the Infant, *Arthur Augustus Duffield*, *George William Eyres* and his Issue, other than Estates, Rights, Titles, Claims, and Demands under the Devise in Settlement contained in the said Will of the Fourteenth Day of *May* One thousand eight hundred and forty-eight; and the Residue (after such Appropriation as last aforesaid) of the last-mentioned Moiety shall, in bar and satisfaction of the Estates, Rights, Titles, Claims, and Demands last referred to, be paid into the Hands of the said *William Henry Rushbrooke* and *George William Eyres*, or such other Person as shall be approved of by the said Court as Trustees of the Settlement

Appropriation of the first-mentioned Moiety (after the Appropriation thereout of the Sum of 60,000*l.* for the Purposes after mentioned).

next herein-after referred to, upon trust that such Persons, or the Trustees or Trustee for the Time being of such Settlement, shall lay out and invest the same in the Purchase of Manors, Lands, Tenements, or Hereditaments in *England* or *Ireland* of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary or Leasehold Tenure convenient to be held with Freehold Hereditaments purchased as aforesaid, and settle and assure or procure to be settled and assured all such Freehold, Copyhold, and Leasehold Hereditaments respectively to the Use of the said *Frederica Harriet Rushbrooke* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the said *William Henry Rushbrooke* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the First and other Sons of the said *William Henry Rushbrooke*, successively according to their respective Seniorities in Tail Male, and in default of such Issue, to the Use of the First and other Sons of the said *Augusta Elizabeth Duffield*, successively according to their respective Seniorities in Tail Male, and in default of such Issue, to the Use of the First and other Sons of the said *William Hassell Eden*, successively according to their respective Seniorities in Tail Male, and in default of such Issue, to the Use of the right Heirs of the said *Frederica Harriet Rushbrooke* for ever, or such of the same Uses, Trusts, Intents, Purposes, Powers, Provisoes, and Declarations as are capable of taking effect, save and except that the Power of jointuring conferred upon the said *William Henry Rushbrooke* when in possession of the said settled Estates shall be restricted to the annual Sum of Six hundred Pounds, instead of the annual Sum of One thousand two hundred Pounds, and that the Power of charging Portions conferred upon him when in possession as aforesaid shall be restricted to the Sum of Five thousand Pounds, instead of Ten thousand Pounds, and the annual Sum chargeable for Maintenance shall be reduced in the like Proportions; and that the Powers of leasing and exchanging shall be applicable to all the Hereditaments settled, without any Exception; and that there shall be inserted in such Settlement such Power of Sale, to be exerciseable by the Trustees or Trustee thereof with the Consent of the Person entitled in possession, or his Guardians or Guardian, if he shall be an Infant, and such Power of appointing new Trustees, and other Powers and Provisions, as shall be approved of by the said Court of Chancery.

As to the Application of the Sum of 60,000*l.* to be appropriated out of the first-

XIX. And be it enacted, That the Sum of Sixty thousand Pounds herein-before directed to be appropriated out of the Moiety last herein-before referred to shall be paid or appropriated as follows; to wit, Ten thousand Pounds, Portion of the said appropriated Sum of Sixty thousand Pounds, to the said *Frederica Harriet Rushbrooke*; Five

Five thousand Pounds, further Portion of the said appropriated Sum of Sixty thousand Pounds, to the said *William Henry Rushbrooke*; Two thousand five hundred Pounds, further Portion of the said appropriated Sum of Sixty thousand Pounds, to the said *Mary Caroline Cocksedge* or the said *Henry Leheup Cocksedge* in her Right; Two thousand five hundred Pounds, further Portion of the said appropriated Sum of Sixty thousand Pounds, to the said Dame *Frederica Louisa Augusta Valentina Osborn*; Two thousand five hundred Pounds, further Portion of the said appropriated Sum of Sixty thousand Pounds, to be secured for the Benefit of the said *Thomas Duffield* the Infant, *Arthur Augustus Duffield*, *Augusta Fanny Duffield*, *Mary Duffield*, and *Agnes Duffield*, in such Manner as the said Court of Chancery may direct; Two thousand five hundred Pounds, further Portion of the said appropriated Sum of Sixty thousand Pounds, to the said *Fanny Georgiana Eden* or the said *William Hassell Eden* in her Right; and Thirty-five thousand Pounds, Residue of the said appropriated Sum of Sixty thousand Pounds, to the said *William Henry Rushbrooke* and *George William Eyres*, or such other Persons as shall be approved of by the said Court of Chancery as the Trustees of the Settlement next herein-after referred to, upon trust that such Persons, or the Trustees or Trustee for the Time being of such Settlement, do and shall lay out and invest the same in the Purchase of Manors, Lands, Tenements, or Hereditaments in *England* or *Ireland* of a clear and indefeasible Estate of Inheritance, or Land of a Customary or Leasehold Tenure convenient to be held with the Freehold Hereditaments purchased as aforesaid, and settle and assure, or procure to be settled and assured, all such Freehold, Copyhold, and Leasehold Hereditaments respectively to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations as in and by the said Will of the said *George Alan* Viscount *Midleton* of the Sixth Day of *September* One thousand eight hundred and forty-seven are expressed, directed, and contained, or referred to of and concerning the Freehold, Copyhold, and Leasehold Hereditaments by the same Will respectively settled, expressed or intended to be settled, for the Benefit of the said *Frederica Harriet Rushbrooke* and her Issue Male, *William Henry Rushbrooke* and his Issue Male, and *George William Eyres* and his Issue Male, and such of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, as shall be capable of taking effect; save and except that the Powers of leasing and exchanging shall be applicable to all the Hereditaments settled without any Exception, and that there shall be inserted in such Settlement such Power of Sale, to be exercised by the Trustees or Trustee thereof with the Consent of the Person entitled in possession, or his Guardian or Guardians if he shall be an Infant, and such Power of appointing

mentioned Moiety.

Surplus to be invested in the Purchase of Real Estate to be settled upon Frederica Harriet Rushbrooke for Life, with Remainder, &c.

appointing new Trustees, and other Powers and Provisions as the said Court of Chancery shall approve of in that Behalf: Provided always, that if under a Power in that Behalf herein-after contained any Part of the Estates and Hereditaments by this Act directed to be sold shall, in lieu of being sold, be appropriated for Settlement to the Uses of the Settlement herein-before directed to be made upon the said *Frederica Harriet Rushbrooke* during her Life, with Remainder to the said *William Henry Rushbrooke* for Life, with Remainders over, as aforesaid, and by reason of such Appropriation the Sum of Thirty-five thousand Pounds the Trusts whereof are last herein-before declared, or any Part thereof, shall, in lieu of being actually paid to such Trustees or Trustee as aforesaid, remain a Charge upon the Estates and Hereditaments so appropriated for Settlement, the Trustees or Trustee for the Time being of the Settlement directed to be made of the said Sum of Thirty-five thousand Pounds, or the Hereditaments to be purchased therewith, shall be at liberty to make such Arrangements as they shall think fit with respect to permitting the said Sum of Thirty-five thousand Pounds or any Part thereof to remain upon the Security aforesaid, or otherwise as to the Terms and Form of the Security for the same Sum or any Part thereof.

The 15,000*l.* to be appropriated out of the secondly-mentioned Moiety directed to be invested in the Purchase of Real Estate, to be settled for the Benefit of William Pinney and his Issue.

XX. And be it enacted, That the Sum of Fifteen thousand Pounds, herein-before directed to be appropriated in discharge of the Claims of the said *William Pinney* and his Issue, shall be paid into the Hands of the said *William Frederick Beadon* and *Frederick Thomas Pelham*, or such other Persons as shall be approved of by the Court of Chancery, as Trustees of the Settlement next herein-after directed, upon trust that such Persons, or the Trustees or Trustee for the Time being of such Settlement, shall lay out and invest the same in the Purchase of Manors, Lands, Tenements, or Hereditaments in *England* of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary, Copyhold, or Leasehold Tenure convenient to be held with Freehold Hereditaments purchased as aforesaid, and settle and assure or procure to be settled and assured all such Hereditaments to the Use of the said *William Pinney* for his Life, without Impeachment of Waste, with Remainder to his First and other Sons, successively according to their respective Seniorities in Tail Male, and for default of such Issue, to the Use of the said *William Pinney* in Fee, but so that Hereditaments held for a Chattel Interest shall not vest absolutely in any Tenant in Tail Male by Purchase who shall die under the Age of Twenty-one Years, but, on the Decease of any such Person, shall go in the same Manner as if they had been Freeholds of Inheritance, and had been settled accordingly; and such Settlement shall contain all such Powers of leasing and

Sale

Sale and Exchange, and such Provisions for investing the Trust Funds, and disposing of the Income thereof in the meantime and until the same shall be laid out in Land, and for appointing new Trustees, and such other Powers and Provisions as the said Court of Chancery shall approve of in that Behalf.

The 6,000*l.* to be appropriated out of the secondly-mentioned Moiety directed to be invested in the Purchase of Real Estate, to be settled for the Benefit of the Duke of Cambridge and his Issue.

XXI. And be it enacted, That the Sum of Six thousand Pounds herein-before directed to be appropriated in discharge of the Claims of the said *George William Frederick Charles* Duke of *Cambridge* and his Issue Male shall be paid into the Hands of the said *William Frederick Beadon* and *Arthur Thomas*, or such other Persons as shall be approved of by the Court of Chancery as Trustees of the Settlement next herein-after directed, upon trust that such Persons, or the Trustees or Trustee for the Time being of such Settlement, shall lay out and invest the same in the Purchase of Manors, Lands, Tenements, or Hereditaments in *England* of a clear and indefeasible Estate of Inheritance, or of Lands of a Customary, Copyhold, or Leasehold Tenure convenient to be held with Freehold Hereditaments purchased as aforesaid, and settle and assure or procure to be settled and assured all such Hereditaments to the Use of the said *George William Frederick Charles* Duke of *Cambridge* for his Life, without Impeachment of Waste, with Remainder to his First and other Sons, successively according to Seniority in Tail Male, and for default of such Issue, to the Use of the said *George William Frederick Charles* Duke of *Cambridge* in Fee, but so that Hereditaments held for a Chattel Interest shall not vest absolutely in any Tenant in Tail Male by Purchase who shall die under the Age of Twenty-one Years, but on the Decease of any such Person shall go in the same Manner as if they had been Freeholds of Inheritance, and had been settled accordingly, and such Settlement shall contain all such Powers of leasing and Sale and Exchange, and such Provisions for investing the said Sum, and disposing of the Income thereof in the meantime until the same shall be laid out in Land, and for appointing new Trustees, and such other Powers and Provisions as the said Court of Chancery shall approve of in that Behalf.

Power to Trustees to appropriate Estates for the Purposes of the Settlement before directed to be made upon Frederica Harriet Rushbrooke for Life, &c.

XXII. And be it enacted, That when and so soon as a sufficient Sum of Money shall have been raised by means of the Personal Estate of the said *George Alan* Viscount *Midleton*, and by Sales of his Real Estates, to pay off all his Personal Debts and Liabilities, and the other gross Sums of Money mentioned in the Second Schedule to this Act, and the Legacies hereby directed to be paid in full, and the said Sum of Thirty thousand Pounds directed to be paid or appropriated to or for the Benefit of the said *Ellen* Dowager Viscountess *Midleton*, and the Members of her Family, as herein-before is mentioned, and to answer the said Annuities bequeathed to the said *William*

liam Bone and *Thomas Lee*, the Trustees or Trustee for the Time being of this Act shall be at liberty, if they or he shall think proper, with the Consent in Writing of the said *Frederica Harriet Rushbrooke* and *William Henry Rushbrooke*, or the Survivor of them, and of the Trustees or Trustee for the Time being of the Settlement to be made upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as aforesaid, to appropriate any Part or Parts of the remaining Real Estates of the said *George Alan* Viscount *Midleton* (subject and without Prejudice to the Rights of Pre-emption by this Act conferred upon specified Persons) for Settlement upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as aforesaid, instead of selling such Estates under the Provisions of this Act, and in such Case the Value at which such appropriated Estates shall be taken shall be ascertained by the Trustees or Trustee for the Time being of this Act, and Trustees or Trustee for the Time being of the Settlement last herein-before mentioned, in such Manner as they shall think proper, and such appropriated Estates shall be taken at the Value as fixed upon in part Satisfaction of the Portion by this Act directed to be laid out in Land and settled upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as aforesaid, of the first herein-before mentioned Moiety of Residue; and the Estates so appropriated shall be forthwith conveyed to the said Trustees or Trustee for the Time being of the said Settlement, or to the Uses of the said Settlement, as the Case may be or require, but the same shall be subject and charged (together with the other Estates or Funds representing the same Moiety of the final Residue of the Estates of the late Viscount) with the said Sum of Sixty thousand Pounds herein-before directed to be paid or appropriated out of such Moiety herein-before directed to be paid, or for the Purposes and in manner herein-before mentioned, and the Interest thereof, or so much thereof respectively as shall remain unpaid: Provided always, that the Provision herein-before contained authorizing the Trustees or Trustee for the Time being of this Act to make such Appropriation as last aforesaid shall not be construed to be a Direction to them or him to make such Appropriation, nor to give to the Persons interested under the Settlement to be made upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as aforesaid, any preferential Claim upon the specific Hereditaments so authorized to be appropriated, or any of them.

As to the Mode in which the Interest of

XXIII. And be it enacted, That, for the Purpose of correctly ascertaining the beneficial Interests of the Persons beneficially interested under this Act, the Provisions of this Act shall be considered as operating

operating from the Time of the Decease of the said *George Alan* Viscount *Midleton*, and for that Purpose all and singular the net Rents, Issues, and Profits which shall have accrued from the Decease of the said late Viscount upon or in respect of the Hereditaments selected for Settlement upon the said *Charles* Viscount *Midleton* and his Issue as aforesaid shall be considered as belonging to and shall be paid or accounted for to the said *Charles* Viscount *Midleton*, his Executors, Administrators, or Assigns, in the same Manner in all respects as the said *Charles* Viscount *Midleton* would have been entitled to such Rents, Issues, and Profits if he had succeeded to a Life Estate in remainder in such Hereditaments immediately upon the Decease of the said late Viscount, and that the Annuities or Rent-charges payable out of any Part of the Real or Personal Estate of the said late Viscount, and the Interest upon all Mortgage and other Debts, Charges, and Incumbrances affecting the same, or payable out of the same, so far as such Annuities and Interest shall have fallen due or become payable since the Decease of the said late Viscount, shall be paid out of and borne by the Rents, Profits, and Income of the said Real and Personal Estate falling due since his Decease, without any Regard to the Circumstance that such Annuities and Interest, or such Rents, Profits, or Income, may be wholly or in part payable or recoverable in respect of a Portion of Time elapsing before the Decease of the said *George Alan* Viscount *Midleton*, and that the several definite Sums of Money by this Act directed to be paid (other than such Legacies as are to be paid in full) shall be considered as bearing Interest at the Rate of Four Pounds *per Centum per Annum* from the Decease of the said late Viscount, such Interest to be regarded in all respects as annual Income, and not to go as between Persons successively interested in the said Monies respectively in augmentation of the Capital or Corpus thereof; and that such Legacies as by this Act are directed to be paid in full shall be paid at the same Time and in the same Manner as they would respectively be payable under the Will bequeathing the same, and shall carry Interest in the same Manner as they would carry Interest as Legacies; and that One Moiety of the net Income arising from the Real and Personal Estate of the said *George Alan* Viscount *Midleton* (other than the Estates to be settled upon the said *Charles* Viscount *Midleton* and his Issue as aforesaid) from the Time of the Decease of the said *George Alan* Viscount *Midleton* up to the Time when the ultimate Residue shall become divisible as aforesaid, after paying out of the Entirety of such net Income the Interest and annual Charges affecting the same, and the Interest for the Time being payable in respect of the aforesaid Legacies which are to be paid in full, and in respect of the aforesaid Sum of Thirty thousand Pounds to be paid or appropriated to or for the Benefit of the said *Ellen* Dowager Viscountess *Midleton* and the Members of her Family, shall be paid and applied to the same

Persons beneficially interested under the Act are to be ascertained.

Persons

Persons and in the same Manner as the Rents, Issues, and Profits of the Hereditaments to be purchased and settled upon the said *Frederica Harriet Rushbrooke* during her Life, with Remainder to the said *William Henry Rushbrooke* during his Life, with Remainders over as directed by this Act, would be payable and applicable if such Hereditaments were actually purchased and settled in manner aforesaid, the Moiety of net Income nevertheless being subject to the Interest upon the said Sum of Sixty thousand Pounds herein-before directed to be appropriated out of the same Moiety for the Purposes and in manner herein-before mentioned, or so much thereof as shall not have been paid off; and the Trustees or Trustee of this Act shall make such Payment to the said *Charles* Viscount *Midleton* and the Persons entitled in remainder after him, and to the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Lucy Brodrick*, and *Emma Brodrick* respectively, and to the said *Frederica Harriet Rushbrooke*, and the Persons entitled in remainder after her, on account of the annual Income of the Shares or Sums to which they are respectively entitled under this Act, and also all such Payments on account of the Interest of the several Principal Sums herein-before made payable as in the Opinion of the said Trustees or Trustee shall be safe and practicable; but such Payments (although the same shall in all Cases be deemed valid Payments, so far as the said Trustees or Trustee shall be concerned, shall be taken as Payments on account only, and shall not vary the relative Rights and Interests of the Persons interested in the Funds out of which such Payments shall have been made, and any Payments which shall ultimately prove to be in excess shall be refunded to the Extent of such Excess.

As to the Mode in which the Jointure Rent-charge and Annuities mentioned in Second Schedule are to be ultimately borne.

XXIV. And be it enacted, That in whatever Manner the Jointure Rent-charges and other Annuities mentioned in the Second Schedule to this Act, and the said annual Sum of One hundred Pounds payable to the said *Ann Brodrick* after the Decease of her said Husband, shall, under the Provisions of this Act, be ultimately secured, the same Rent-charges and annual Sums shall be borne and paid as between the different Persons entitled under this Act to the Residue of the Real and Personal Estates of the said *George Alan* Viscount *Midleton*, or the Produce thereof, in manner following; (that is to say,) one Moiety of the said Rent-charges and annual Sums, so long as the same respectively shall be payable, shall be borne by the annual Income of the Hereditaments which under the Provisions of this Act are to be settled for the Benefit of the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, or the Income of the intermediate Investments of the Funds which shall be liable to be laid out in the Purchase of Hereditaments to be settled as last aforesaid; and the other Moiety of each of the said Rent-charges and

and annual Sums, so long as the same respectively shall be payable, shall be borne and paid by the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, in equal Shares; and in order to secure the Payment of such last-mentioned Moiety, and the Indemnity of the Hereditaments or Funds charged with the said Rent-charges and annual Sums respectively, from the Payment of the same Moiety, the Trustees or Trustee for the Time being of this Act shall in the first instance reserve and retain in their own Hands, out of the Monies payable under the Provisions of this Act to the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, such Sums of Money as in the Opinion of the Trustees or Trustee for the Time being of this Act shall be sufficient to provide for such Indemnity, and invest the same in their or his Names or Name in the Purchase of Parliamentary Stocks or Public Funds, or at Interest upon Government or Real Security, to the Intent that by means of the Income thereof, or if the same shall be deficient by means of the Corpus or Capital thereof, the Payment of One Moiety of the aforesaid Rent-charges or annual Sums may be duly made; and subject to such Indemnity the Funds so provided as last aforesaid, and the Income thereof, shall belong to the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*; and the said Trustees or Trustee shall have full Power, at their or his Discretion, to diminish the Amount of the said Indemnity Fund whenever any of the said yearly Rent-charges or annual Sums shall cease to be payable.

The Co-heirs, in the event of the Purchase by them or any of them of the Peper Harrow Estate, not to be entitled to require the Release of certain Rent-charges.

XXV. And be it enacted, That in case the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick* shall, under the Provisions of this Act, become the Purchasers of the said Hereditaments at *Peper Harow*, and the Goods, Chattels, and Effects in and about the Mansion House, then such Purchase shall be made in all respects as if the said Estates were free from any Rent-charges or annual Sums affecting the same; and the Trustees or Trustee of this Act shall not be bound to procure a Release of the said Estates from any such Rent-charges or annual Sums, but the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, their Heirs, Executors, Administrators, and Assigns, shall be indemnified in such Manner as the said Trustees or Trustee shall think proper from the Payment of any such Share or Proportion of the said Rent-charges or annual Sums as ought to be borne and paid out of the Property by this Act directed to be settled on the said *Frederica Harriet Rushbrooke* for Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, as aforesaid

Power for Trustees to invest Trust Monies in or upon Government or Real Securities.

XXVI. And be it enacted, That the Trustees or Trustee for the Time being of this Act shall have full Power to invest any Principal Monies for the Time being in their Hands, under the Provisions of this Act, and which shall not be immediately applicable or divisible, in the Purchase, in their or his Names or Name, in any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Ireland*, and to alter, vary, and transpose such Stocks, Funds, and Securities in such Manner as they or he shall think proper.

As to Payment of Expenses, &c. incurred previous to the passing of Act.

XXVII. And be it enacted, That all the Costs, Charges, and Expenses of and attending all the Actions, Suits, and Proceedings pending previous to the Treaty for the Compromise aforesaid in any Court in *England* or *Ireland* in relation to the Matters aforesaid, and of and attending the Negotiations preliminary or prior to the Compromise aforesaid, and of and attending the Preparation of the said Indentures of the Fourth Day of *April* One thousand eight hundred and fifty and the Fifth Day of *April* One thousand eight hundred and fifty respectively, and of and attending all Suits and other Proceedings instituted pursuant thereto, with a view to giving Effect to the Compromise aforesaid, and of and attending all Deeds and other Instruments for carrying the same into effect, or otherwise in relation to the Affairs of the said *George Alan* Viscount *Midleton*, and of and attending the applying for, obtaining, and passing this Act, by whomsoever such Costs, Charges, and Expenses shall have been incurred, shall be borne and paid by and out of the Purchase Money of the Estates and Hereditaments which shall be sold pursuant to this Act, and the other Funds subject to the Trusts of this Act; and all such Costs, Charges, and Expenses shall be ascertained and settled as between Solicitor and Client, but so nevertheless that the Costs incurred by the said *Arthur Thomas* and *Julia* his Wife, *William Pinney*, *William Frederick Beadon*, *Frederick Thomas Pelham*, and the said *George William Frederick Charles* Duke of *Cambridge*, or any of them, and intended to be provided for under the Provision last aforesaid, shall be ultimately exclusively paid and borne by the Moiety of the ultimate Surplus which is by this Act directed to be divided between the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Emma Brodrick*, and *Lucy Brodrick*, of the Portion or Residue which is by this Act directed to be divided into Two equal Moieties of the said Purchase Money and Funds.

As to Payment of Expenses, &c. incurred in carrying the Trusts and Purposes of

XXVIII. And be it enacted, That such Portion as is by this Act directed to be borne by the Estate of the said *George Alan* Viscount *Midleton* of the Costs and Expenses of or attending the Settlement by this Act directed to be made upon the said *Charles* Viscount *Midleton* and his Issue, and the Costs, Charges, and Expenses of or attending

attending the Sales of any Estates and Hereditaments or Chattels which shall be sold pursuant to this Act, (other than the Costs incurred by any Person interested in the aforesaid Compromise as a Purchaser of the said Estates and Hereditaments or Chattels,) and the Costs or Expenses of or attending any Applications to the said Court of Chancery pursuant to this Act, and of or attending the taking any Monies out of the Bank, and of or attending any Mortgages made pursuant to the Powers in that Behalf herein-after contained, or otherwise howsoever, in carrying the Trusts and Purposes of this Act into complete Execution, shall be paid and borne by and out of the Purchase Money of the Estates and Hereditaments which shall be sold pursuant to this Act, and the other Funds subject to the Trusts of this Act, and such Costs, Charges, and Expenses shall be ascertained and settled as between Solicitor and Client: Provided always, that all such of the Costs, Charges, and Expenses last hereinbefore provided for as relate exclusively to one only of the Two Moieties into which the Surplus or Residue of the said Purchase Monies and Funds is by this Act directed to be divided, or to any Sum of Money charged upon or directed to be paid or appropriated out of such Moiety, shall be ultimately exclusively borne by such one Moiety only of the aforesaid Surplus or Residue of the said Purchase Money and Funds.

this Act into execution.

XXIX. And be it enacted, That it shall be lawful for the said Court of Chancery, upon the Petition of the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, to make such Order or Orders as to the said Court shall seem fit for taxing and settling the Costs, Charges, and Expenses intended to be provided for by this Act as aforesaid.

Court of Chancery in England may make Orders for Taxation of Costs.

XXX. And be it enacted, That it shall be lawful for the said *George William Eyres* and *Richard Beauvoir Berens*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, at any Time before all the said Premises hereby vested in them in trust for Sale as aforesaid shall be sold, or shall be appropriated for Settlement upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* during his Life, with Remainders over, pursuant to the Power in that Behalf herein-before contained, to raise any Sum or Sums of Money which shall be required for the Payment of the Costs, Charges, and Expenses intended to be provided for by this Act, or for the Discharge of any Mortgages or Incumbrances affecting the Estates and Hereditaments vested in them in trust for Sale as aforesaid, including Mortgages created under this present Power, for the Discharge of any Mortgages or Incumbrances affecting the Estates and Hereditaments

Power to Trustees to raise Money by way of Mortgage for Payment of Costs, &c.

ments by this Act directed to be settled upon the said *Charles* Viscount *Midleton* and his Issue, by Mortgage of all or any of the Estates and Hereditaments vested in the said Trustees or Trustee in trust for Sale as aforesaid, and to make, do, and execute all such Deeds, Assurances, Matters, and Things as shall be necessary or expedient for effectuating such Mortgage or Mortgages, and that such Mortgage or Mortgages may contain such Powers of Sale and other Provisions and Stipulations as the Mortgagees or Mortgagee shall require, and that no Mortgagee advancing Money under any Mortgage purporting to be made under this present Power shall be compelled to see that such Money was wanted, or that no more than was wanted was raised, or otherwise as to the Necessity or Propriety of such Mortgage; and that every such Mortgage shall be valid and effectual, notwithstanding any Right of Pre-emption by this Act conferred in respect of the Hereditaments comprised in such Mortgage, or any of them, and that although Notice shall have been given by the Parties entitled thereto of their Intention to exercise such Right of Pre-emption: Provided always, that the aforesaid Power to raise Money by way of Mortgage shall be exercised so as to interfere as little as possible with the aforesaid Rights of Pre-emption.

Power to Trustees, until Sale, to manage Estates and fell Timber.

XXXI. And be it enacted, That it shall be lawful for the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, before all the said Premises hereby vested in the said *George William Eyres* and *Richard Beauvoir Berens* in trust for Sale as aforesaid shall be sold, or shall be appropriated for Settlement upon the said *Frederica Harriet Rushbrooke* for her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, pursuant to the Power in that Behalf herein-before contained, to manage or superintend the Management of the same Hereditaments and Premises, with full Power to fell and cut down any Timber or Timber-like Trees or Pollards, and to thin Plantations and cut Underwood from Time to Time in the usual Course, for Sale or otherwise, and to sell or otherwise dispose of such Timber or Timber-like Trees, Pollards, Thinnings, and Underwood, and to erect, pull down, and repair Houses and other Buildings and Erections, and to drain or otherwise improve all or any of the said Hereditaments and Premises, and to insure Houses, Buildings, and other Property against Loss or Damage by Fire, and to make Allowances to and Arrangements with Tenants and others, and to accept Surrenders of Leases and Tenancies, and to procure such Surrenders for such Consideration and upon such Terms as they or he shall think fit, and generally to deal with the Premises as they or he might do if they or he were the absolute Owners thereof.

XXXII. And

Power to Trustees until Sale to grant Leases for Twenty-one Years.

XXXII. And be it enacted, That it shall be lawful for the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, their or his Assigns, before all the said Premises hereby vested in the said *George William Eyres* and *Richard Beauvoir Berens* in trust for Sale as aforesaid shall be sold, or shall be appropriated for Settlement upon the said *Frederica Harriet Rushbrooke* during her Life, with Remainder to the said *William Henry Rushbrooke* for his Life, with Remainders over, pursuant to the Power in that Behalf hereinbefore contained, to demise or lease all or any of the same Hereditaments and Premises for any Term or Terms of Years not exceeding Twenty-one Years, to take effect in possession, and so as there be reserved upon every such Demise or Lease the best yearly Rent or Rents, to be incident to the immediate Reversion, that can be reasonably gotten, without taking anything in the Nature of a Fine, Premium, or Foregift, but so nevertheless that in Cases where any such Demise or Lease as aforesaid shall be made upon the Surrender of an existing beneficial Lease the Value of the Lessee's Interest under such beneficial Lease may be taken into account in fixing the Terms of the new Demise or Lease, and so as there be contained in every Demise or Lease to be granted under this present Power a Condition of Re-entry for Nonpayment of the Rent or Rents thereby reserved, and so as the Lessees or Lessee do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved, and be not thereby made dispunishable for Waste.

Power for Trustees to grant a Portion of the Strand or Shore at Queenstown for the Erection of a Pier.

XXXIII. And be it enacted, any of the Trusts herein contained notwithstanding, That it shall be lawful for the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, at any Time, subject and without Prejudice to any Lease heretofore granted thereof, but freed and discharged from all other Incumbrances herein mentioned or referred to which affect the same, to grant to the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland* and his Successors, or to the Commissioners for executing the Office of Lord High Admiral of the said United Kingdom, and their Successors in Office, for ever, in trust for Her Majesty, Her Heirs and Successors, without any Consideration or Compensation whatsoever, any Portion of the Strand or Shore at *Queenstown*, Part of the Estate of the said *George Alan* Viscount *Midleton*, not exceeding Four hundred Feet Frontage and Two hundred and fifty Feet in Depth, for the Purpose of the Erection of a Pier, and of insuring free Access thereto, and, if deemed necessary by the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, to enter into such Arrangements with the said Lord High Admiral or the said Commissioners,

sioners, with respect to the Erection of such Pier, as the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, shall think fit.

Power for personal Representatives of George Alan Viscount Midleton and for Trustees to arrange and compromise.

XXXIV. And be it enacted, That in the Administration of the Personal Estate of the said *George Alan* late Viscount *Midleton* it shall be lawful for his personal Representatives or Representative for the Time being, and in the Execution of the general Trusts of this Act it shall be lawful for the said *George William Eyres* and *Richard Beauvoir Berens*, or the Survivor of them, or the Executors or Administrators of such Survivor, with the Sanction and Approbation of the Court of Chancery, to compromise or compound any Action, Suit, or Proceeding which may be brought, instituted, or taken in anywise relating to the said Real and Personal Estate respectively, or any Part thereof, and to accept any Sum or Sums of Money which may be offered by way of Compromise or Composition, and to refer any Dispute or Difference in anywise relating to any Part of the said Real and Personal Estate to Arbitration or Reference, and to do all Acts and execute all Instruments necessary for that Purpose, and in all Cases where any Question of Law or Equity shall arise in relation to any Part of the said Real and Personal Estate respectively, to settle and arrange the same in such Manner as they or he shall be advised by their or his Counsel, and to abandon or relinquish any Claim in relation to any Part of the said Real and Personal Estate respectively which their or his Counsel shall advise them or him to abandon or relinquish, and to decide whether any Sum or Sums of Money shall for the Purposes of this Act be considered as Capital or as annual Income, and to adjust, settle, and approve all Accounts in relation to the said Real and Personal Estate respectively, or any Part thereof respectively, and such Accounts, so settled, shall be final and conclusive, and be deemed and taken to be settled Accounts, and generally to compromise, settle, and adjust all Claims, Accounts, Demands, and Questions in anywise relating to, affecting, or arising as to the said Real and Personal Estate respectively, or any Part thereof respectively, and to execute and perform all such Acts, Deeds, Matters, and Things in relation thereto as to the said personal Representatives or Representative, Trustees or Trustee, shall seem proper.

Power for Trustees to give Receipts for Monies authorized to be paid to them.

XXXV. And be it enacted, That the Receipts in Writing of the said *George William Eyres* and *Richard Beauvoir Berens*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts or Powers of this Act, for any Monies payable to them or him under or by virtue of this Act, or in the

the Execution of the same Trusts or Powers, shall be sufficient and effectual Discharges for the same respectively, or for so much thereof as in such respective Receipts shall be acknowledged to be received, and the Persons to whom the same shall be given shall not afterwards be answerable for any Loss or Misapplication of the Monies thereby acknowledged to be received, or be concerned to see to the Application thereof.

Provision for the Appointment of new Trustees, and for Indemnity and Remuneration of Trustees.

XXXVI. And be it enacted, That if the said *George William Eyres*, or any future Trustee to be from Time to Time appointed in the Place of the said *George William Eyres*, as herein-after is mentioned, shall die, or leave *England* and travel or reside abroad, or shall be desirous of being discharged from or decline or become incapable or unfit to act in the Trusts of this Act, before the said Trusts shall be fully executed, then and in such Case and so often as the same shall happen it shall be lawful for the said Court of Chancery, upon the Application of the said *Frederica Harriet Rushbrooke* and *William Henry Rushbrooke*, or the Survivor of them, and after the Decease of such Survivor then of the Trustee who shall so leave *England* or travel or reside abroad, or be desirous of being discharged from or refuse or decline or become incapable or unfit as aforesaid, or of the acting Executors or Administrators of the Trustee so dying as aforesaid, from Time to Time to appoint any other Person to be a Trustee in the Place of the Trustee so dying, being absent from *England* and travelling or residing abroad, or desiring to be discharged, or refusing, declining, or becoming incapable or unfit to act as aforesaid, and that if the said *Richard Beauvoir Berens*, or any future Trustee to be from Time to Time appointed in the Place of the said *Richard Beauvoir Berens* as herein-after is mentioned shall die, or leave *England* or travel or reside abroad, or be desirous of being discharged from or refuse or decline or become incapable or unfit to act in the Trusts of this Act, before the said Trusts shall be fully executed, then and in such Case and so often as the same shall happen it shall be lawful for the said Court of Chancery, upon the Application of the said *Maria Brodrick*, *Charlotte Brodrick*, *Harriet Brodrick*, *Lucy Brodrick*, and *Emma Brodrick*, or the Survivors or Survivor of them, and after the Decease of such Survivor then of the Trustee who shall so leave *England* or travel or reside abroad, or be desirous of being discharged, or refuse or decline or become incapable or unfit as last aforesaid, or for the acting Executors or Administrators of the Trustee who shall so die as last aforesaid, from Time to Time to appoint any other Person in the Place of the Trustee so dying, being absent from *England* or travelling or residing abroad, or desiring to be discharged, or refusing, declining, or becoming incapable or unfit to act as last aforesaid; and that upon every Appointment of a new Trustee as aforesaid the Trust Estates, Monies, and

Premises

Premises shall be conveyed, assigned, and transferred in such Manner and so that the same may become vested in such new Trustee jointly with the surviving or continuing Trustee; and every such new Trustee shall, as well before as after the said Trust Estates and Premises shall have become so vested in him as aforesaid, have the same Powers as if he had been originally appointed a Trustee by this Act: Provided always, that the Trustees or Trustee for the Time being of this Act shall not be answerable the one for the other or others of them, or for any involuntary Losses, however the same shall be incurred; and also that it shall be lawful for the said Trustees or Trustee for the Time being to reimburse themselves or himself, out of the Monies which shall come to their or his Hands by virtue of the Trusts aforesaid, all and every the Costs, Charges, and Expenses to be incurred in or about the Execution of the Trusts of this Act; and that during the Term of Ten Years from the Fourth Day of *April* One thousand eight hundred and fifty, if the Trusts of this Act shall not previously be fully executed, every Trustee acting in the Execution of the Trusts of this Act shall be entitled to retain to himself, as a Remuneration for his Care and Pains, a Salary after the Rate of Two hundred Pounds *per Annum* for the Time during which he shall act as a Trustee; and that in the Case of the said *George William Eyres* and *Richard Beauvoir Berens* respectively such Salary be considered as commencing from the said Fourth Day of *April* One thousand eight hundred and fifty.

Act not to release or discharge certain Covenants contained in the Indenture of 4th April 1850.

XXXVII. Provided always, and be it also enacted, That nothing in this Act contained shall be construed to release or discharge any Person, Party to the said Indenture of the Fourth Day of *April* One thousand eight hundred and fifty, from any Covenant thereby entered into by him or her for indemnifying any other or others of the Persons Parties to the same Indenture from and against any Costs, Charges, Expenses, Claims, or Demands whatsoever, or from any other Covenant the Observance or Performance of which may not by the passing of this Act be rendered unnecessary or impracticable.

Devise of Trust and Mortgage Estates in the Will of 14th March 1848 of George Alan late Viscount Midleton to be declared valid and effectual.

XXXVIII. And be it enacted, That the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight of the said *George Alan* Viscount *Midleton*, so far as relates to the Devise therein contained of Estates vested in the said *George Alan* Viscount *Midleton* as a bare Trustee or as a Mortgagee, be and the same is hereby declared to be valid and effectual, any Doubt or Question as to the Soundness of Mind of the said *George Alan* Viscount *Midleton* at the Time of making the said Will of the Fourteenth Day of *March* One thousand eight hundred and forty-eight notwithstanding.

XXXIX. And

This Act not to affect Colonel and Mrs. Eden until their Consent shall have been enrolled in Chancery.

XXXIX. And whereas the said *William Hassell Eden* and *Fanny Georgiana Eden* his Wife are now at *Gibraltar*, and have not appeared personally to testify their Consent to this Act: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *William Hassell Eden* and *Fanny Georgiana Eden* respectively, or against any Person or Persons claiming, by, from, through, or under them or either of them, until the said *William Hassell Eden* and *Fanny Georgiana Eden* shall respectively signify their Consent to this Act by Writing under their Hands, attested respectively by One or more Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years after the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *William Hassell Eden* and *Fanny Georgiana Eden*, and all Persons claiming or to claim by, from, through, or under them or either of them, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be in the Form or to the Effect following; (that is to say,)

'I [*or* We] do hereby consent to an Act of Parliament passed in the 'Fourteenth Year of the Reign of Queen Victoria, intituled [*here 'insert the Title of this Act*]. Given under my Hand [*or* our 'Hands], this Day of One thousand eight 'hundred and .'

General Saving.

XL. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and every other Person and Persons, Body and Bodies Corporate, Collegiate, or Politic, and every of their Heirs, Successors, Executors, and Administrators, (except the said *Frederica Harriet Rushbrooke*, her Heirs, Executors, and Administrators, and the First and other Sons of the said *Frederica Harriet Rushbrooke*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *William Henry Rushbrooke* the elder, his Executors, and Administrators, and the said *William Henry Rushbrooke* the younger, and the Heirs Male of his Body, and the Sons hereafter to be born of the said *William Henry Rushbrooke* the elder, and the Heirs Male of the respective Bodies of such Sons, and the said *Thomas Duffield* the younger, his Executors and Administrators, and the Heirs Male of his Body, and the said *Arthur Augustus Duffield*, his Executors and Administrators, and the Heirs Male of his Body, and the said *Augusta Fanny Duffield*, her Executors and Administrators, and the said *Mary Duffield*, her Executors and Administrators, and the said *Agnes Duffield*, her Executors and Administrators, and the said *William Hassell Eden* and *Fanny Georgiana* his Wife, and each of their Executors and Administrators,

and the said *William Rushbrooke Eden*, and the Heirs Male of his Body, and the said *Archibald Duffield Eden*, and the Heirs Male of his Body, and the said *Charles Davers Eden*, and the Heirs Male of his Body, and the Sons hereafter to be born of the said *William Hassell Eden* and *Fanny Georgiana Eden*, or either of them, and the Heirs Male of the Body and respective Bodies of such Sons, and the said *George William Eyres*, his Heirs, Executors, and Administrators, and the said *George Robert Charles Eyres*, and the Heirs Male of his Body, and the said *Charles William Henry Eyres*, and the Heirs Male of his Body, and the Sons hereafter to be born of the said *George William Eyres*, and the Heirs Male of the respective Bodies of such Sons, and the said *Charles* Viscount *Midleton*, and every Person at any Time hereafter succeeding to the Title of Viscount *Midleton*, and the said Dame *Frederica Louisa Augusta Valentina Osborn*, her Executors and Administrators, the said *Henry Leheup Cocksedge* and *Mary Caroline Cocksedge*, and each of their Executors and Administrators, the said *George William Frederick Charles* Duke of *Cambridge*, and his Heirs, and the First and other Sons of the said *George William Frederick Charles* Duke of *Cambridge*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, the said *Arthur Thomas*, his Heirs, Executors, and Administrators, the said *Julia Thomas*, her Executors and Administrators, the said *William Pinney*, and his Heirs, and the First and other Sons of the said *William Pinney*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *William Frederick Beadon*, his Heirs, Executors, and Administrators, and the Heirs Male of his Body, the said *Frederick Thomas Pelham*, his Heirs, Executors, and Administrators, the said *Maria Brodrick*, her Heirs, Executors, and Administrators, the said *Charlotte Brodrick*, her Heirs, Executors, and Administrators, the said *William John Brodrick*, his Executors and Administrators, the said *Harriet Brodrick*, her Heirs, Executors, and Administrators, the said *Emma Brodrick*, her Heirs, Executors, and Administrators, the said *Lucy Brodrick*, her Heirs, Executors, and Administrators, the said *Ellen* Dowager Viscountess *Midleton*, her Executors and Administrators, the said *Maria* Dowager Viscountess *Midleton*, her Executors and Administrators, and the said *Frances Anne Thomas*, her Executors and Administrators, and the First and other Sons of the said *Charles* Viscount *Midleton*, and the Heirs Male of the Body or respective Bodies of such First and other Sons, and the said *George Brodrick*, and the First and other Sons of the said *George Brodrick*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *William John Brodrick* and the said *William Brodrick*, and the First and other Sons of the said *William Brodrick*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *George Charles Brodrick*, and the First and other Sons of the said

George

George Charles Brodrick, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Henry Brodrick*, and the Heirs Male of his Body, and the said *Alan Brodrick*, and the Heirs Male of his Body, and the Sons hereafter to be born of the said *William John Brodrick*, and the Heirs Male of the respective Bodies of such Sons, and every other Person to or upon whom any Estate or Interest is covenanted to be limited by or might devolve under the herein-before recited Indenture of the Twenty-first Day of *April* One thousand eight hundred and thirty-seven,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, and out of the Freehold, Copyhold, and Leasehold Hereditaments and Real and Personal Estate late of the said *George Alan* Viscount *Midleton*, as they or any of them had before the passing of this Act, or might have had if this Act had not been passed.

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

XLI. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized 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.

The FIRST SCHEDULE in the foregoing Act referred to.

FIRST DIVISION.

ESTATES IN SURREY,

Peper Harow Estate.

Parish.	Description of Property.	Acreage.	Tenants Names.	Yearly Rent.	—
		A. R. P.		£ s. d.	
Peper Harow	The Manor of Peper Harow, with the Rights, Royalties, Members, and Aptenances thereunto belonging. The Advowson and Right of Presentation to the Rectory and Parish Church of Peper Harow. The Mansion House, Outbuildings, Yards, Gardens, Park, Plantations, Wood, Underwood, and Hereditaments, containing together - -	308 2 33	In hand.		
Peper Harow, Godalming, and Witley.	Farmhouse, Outbuildings, and Land.	268 3 28	In hand.		
Same Parishes	Plantations, Woods, and Underwoods.	378 0 20	In hand.		
Godalming -	Sydling Farm, consisting of Farmhouse, Outbuildings, and Land.	176 0 1	Edward Churchman.	300 0 0	
Ditto -	Shackleford Farm, containing Farmhouse, Outbuildings, and Land.	106 2 32	William and Charles Casar.	160 0 0	
Ditto -	The Manor House at Moushill, with Outbuildings, Garden, and Land.	11 0 5	The Rev. Henry Gardiner.	40 0 0	
Godalming and Peper Harow.	Michenhall Farm, consisting of Farmhouse, Outbuildings, and Land.	103 3 4	William Stovold	130 0 0	
Witley -	Oxenford Farm, consisting of Farm Buildings and Land.	224 3 0	Thomas and William Chalcraft.	253 0 0	

Viscount Midleton's Estate.

Parish.	Description of Property.	Acreage.	Tenants Names.	Yearly Rent.	—
		A. R. P.		£ s. d.	
Witley and Godalming.	Moushill Farm, consisting of Farmhouse and Outbuildings, Three Tenements, and Garden and Land.	201 2 31	Thomas and William Chalcraft.	334 0 0	
Godalming -	Moushill Meadows -	11 1 30	Daniel Rothwell	27 12 0	
Witley and PeperHarow.	Burrough Farmhouse, Buildings, Orchard, and Garden and Land.	95 0 19	William Stovold	70 0 0	
Peper Harow	Cottage, Garden, and Meadow.	3 3 16	William Legg -	9 0 0	
Ditto -	Ditto - -	2 1 7	George Legg -	8 0 0	
Ditto -	Cottage and Garden -	- -	George Bury -	8 8 0	
Ditto -	Ditto - -	- -	George Casar -	8 0 0	
Ditto -	Ditto - -	- -	Henry Hooker -	- -	Rent-free.
Ditto -	Ditto - -	- -	George Manville	2 12 6	
Ditto -	Ditto - -	- -	William Bickerstaff	2 12 6	
Ditto -	Ditto - -	- -	Late Pink -	- -	Empty.
Ditto -	Ditto - -	- -	George Bearer -	- -	Shepherd, Rent-free.
Ditto -	Ditto - -	- -	Widow Arslett -	- -	Poultry Woman, Rent-free.
Ditto -	Ditto - -	- -	William Slow -	2 12 6	
Ditto -	Park Lodge and Garden	- -	Thomas Alderton	- -	Lodgekeeper, Rent-free.
Ditto -	Cottage and Garden -	- -	D. Levatt -	2 0 0	
Ditto -	Ditto - -	- -	William Lewer -	2 0 0	
Ditto -	Ditto - -	- -	William Cover -	2 12 6	
Ditto -	Ditto - -	- -	Edward Bennett }	- -	{ Labourers on the Estate, Rent-free.
Ditto -	Ditto - -	- -	John Bennett - }		
Godalming -	Ditto - -	- -	Henry Bridger -	2 12 6	
Ditto -	Ditto - -	- -	William Heather	2 12 6	
Ditto -	Ditto - -	- -	James Parson -	2 12 6	
Ditto -	Ditto - -	- -	—— Raggett -	2 12 6	
Ditto -	Ditto - -	- -	Robert Dodman	- -	Gamekeeper, Rent-free.
Ditto -	Ditto - -	- -	Thomas Walker	8 0 0	
Witley -	Ditto - -	- -	John Boxall -	2 12 6	
Ditto -	Ditto - -	- -	A. Harding -	2 12 6	
Ditto -	Ditto - -	- -	Frederick Welland.		
Ditto -	Ditto - -	- -	Stephen Studwick.		
Ditto -	Ditto - -	- -	Thomas Lee, late	- -	Gamekeeper, Rent-free.
Ditto -	Ditto - -	- -	Thomas Milton -	6 0 0	
Ditto -	Ditto - -	- -	William Bone -	- -	Huntsman, Rent-free.
Ditto -	Ditto - -	- -	John Studwick -	- -	Stock-keeper, ditto.
Ditto -	Ditto - -	- -	Elizabeth Edwards	2 12 6	
Ditto -	Ditto - -	- -	William Farr -	6 0 0	
Ditto -	Ditto - -	- -	Thomas Elliott -	2 10 0	
Ditto -	Ditto - -	- -	Thomas Steel -	2 10 0	
Ditto -	Ditto - -	- -	George Farr -	3 3 0	
Ditto -	Ditto - -	- -	John Silley -	3 0 0	
Ditto -	Ditto - -	- -	John Pannell -	3 0 0	

And all other the Hereditaments or Estates (if any), of whatever Tenure, Term, Quality the same may be, in the several Parishes of Peper Harow, Godalming, and Witley respectively, or either of them, which belonged to the Right Honourable George Alan Viscount Midleton, deceased, or over which he had any Power of Disposition by Will or otherwise, with all Rights, Members, and Appurtenances to the said Hereditaments or Estates belonging or appertaining.

Viscount Midleton's Estate.

Parish.	Description of Property.	Acreage.	Tenants Names.	Yearly Rent.	——
		A. R. P.		£ s. d.	
		Cosford and Elstead Estates.			
Thursley -	The Manor or reputed Manor of Courthorne or Cosford, with all and singular the Rights, Royalties, Members, Hereditaments, and Appurtenances thereunto belonging. The Advowson and Right of Presentation to the Rectory and Parish Church of Thursley.				
Thursley and Elstead.	Ponds, Plantations, Woods, and Underwoods.	241 2 37	In hand.		
	House, Garden, and Land.	3 1 38	Rev. William Menzies.	- -	Rent-free; Curate of Thursley.
Thursley -	Dwelling House, Farm Buildings, Gardens, Yards, and Cosford Farm Buildings, and Land.	241 2 24	Richard Payne -	220 0 0	
Ditto -	House, Garden, and Land.	132 2 38	Richard Andrews	163 0 0	
Ditto -	Watermill and Land -	9 2 11	Henry Pope -	33 0 0	
Ditto -	Farm called Wheeler's Farm, consisting of Land and Cottage, Garden, and Premises.	71 0 11	William Steward	92 18 0	
Ditto -	Highfield Farm, consisting of Land and Premises.	108 0 33	James Karn -	98 0 0	
Ditto -	Boundless Farm, consisting of Land, Cottage, Garden, and Premises.	161 2 32	James Lunn -	80 0 0	
Ditto -	Emley Farm, consisting of Land and several Cottages and Farm Buildings.	182 3 36	Mrs. Lickford -	147 5 0	
Ditto -	Long Meadow -	4 2 23	William Snelling	4 0 0	
Elstead -	Vanhurst Farm and Land.	17 2 21	James Raggett -	15 0 0	
Thursley -	One undivided Moiety of Pithouse or Pitland's Farm. The Entirety comprises House and Buildings, Yards, Gardens, and Orchards, and 71A. 2R. 23P. of Land in the Occupation of various Tenants. The Re-				

Viscount Midleton's Estate.

Parish.	Description of Property.	Acreage.	Tenants Names.	Yearly Rent.	—
		A. R. P.		£ s. d.	
	presentatives of the late Mr. John Knight are entitled to the other Moiety; the estimated Value of the Moiety per Annum is	- - -	- - -	15 7 0	
Elstead -	Highcomb Farm, consisting of Land, with several Cottages and Gardens.	17 0 18	Thomas Milton -	24 0 0	
Thursley -	Dwelling House, with Shop in Thursley Street.	- -	George Hunt -	20 0 0	
Ditto -	Cottage and Garden -	- -	Jonathan Harding	- -	Keeper of Ponds, Rent-free.
Ditto -	Ditto - -	- -	Richard Court jun.	3 18 0	
Ditto -	Ditto - -	- -	George Denyer -	5 0 0	
Ditto -	Ditto - -	- -	Thomas Lillywite	4 0 0	
Ditto -	Ditto - -	- -	John Nash -	4 14 0	
Ditto -	Ditto - -	- -	Dan. Newman and J. Kean.	6 0 0	
Ditto -	Ditto - -	- -	Mary Underwood	2 12 0	
Ditto -	Ditto - -	- -	W. Underwood -	2 12 0	
Ditto -	Ditto - -	- -	Edward Walker	3 10 0	
Ditto -	Ditto - -	- -	John Winter -	4 10 0	
Ditto -	Ditto - -	- -	Richard Winter -	2 5 0	
Ditto -	Ditto - -	- -	Philip Wheeler -	3 10 0	
Elstead -	Plantations, Woods, and Underwoods.	73 3 18	In hand.		
	Red House Farm, consisting of Land and several Cottages, with Gardens and Premises.	121 0 21	Edmund James -	160 0 0	
Ditto -	Woodford Lane -	- -	Ditto -	6 5 0	
Elstead -	Stacey's Farm, consisting of Land, Homestead, Outbuildings, and several Cottages; Sibley's Farm, consisting of Farmhouse, Outbuildings, and Premises, with Cottage and Gardens, Land and Premises; Field's Farm, consisting of Buildings, Yards, Land, and Premises; the Three Farms containing together - -	152 2 24	Reuben Raggett	200 0 0	
Elstead -	Cottage and Garden -	- -	William Reffold -	3 10 0	
Ditto -	Ditto - -	- -	Ann Reffold -	2 12 0	
Ditto -	Ditto - -	- -	Mrs. Legg -	3 0 0	
Ditto -	Ditto - -	- -	William Pound -	5 0 0	
Ditto -	Ditto - -	- -	John Lemon -	5 0 0	
Ditto -	Ditto - -	- -	James Jeffrey -	4 0 0	

And all the Hereditaments or Estates (if any), of whatever Tenure or Quality the same may be, in the Parishes of Thursley and Elstead or either of them, which belonged to the Right Honourable George Alan Viscount Midleton, deceased, or over which he had any Power of Disposition by Will or otherwise, with all Rights, Members, and Appurtenances to the said Hereditaments or Estates belonging or appertaining.

Viscount Midleton's Estate.

WANDSWORTH ESTATE.

Copyhold Manor.

The Manor of Dunsford in the Parish of Wandsworth, and all Lands and Tenements within and held of the said Manor, and all Quit and other Rents, Rights, Royalties, Members, Hereditaments, and Appurtenances thereto belonging.

Freehold Lands.

Parish.	Description.	Acreage. A.	R.	P.	Tenants Names.	Rent. £	s.	d.
Wandsworth -	Land - -	3	3	19	William Stimpson -	16	0	0
Ditto -	Land - -	0	2	12	J. Rucker - -	1	5	0
Ditto -	House and Ground -	0	0	23	J. Barchard - -	38	0	0
Ditto -	Public House and Land -	0	2	5	Mr. Shepherd - -	40	0	0
					£	95	5	0

ESTATES IN IRELAND.

Freehold Estates in the County of Cork.

Denominations.	Tenants Names.	Acreage. A.	R.	P.	Yearly Rent. £	s.	d.	Rent-charge. £	s.	d.
Abbey Lands, Bantry -	Barehaven, Viscount -	27	0	22	100	0	0			
Ballincurrig, East -	O'Hea, Reverend Eugene -	-	-	-	65	10	0			
	Hegarty, John - -	-	-	-	59	14	0			
	Guery, John - -	-	-	-	16	0	0			
	M'Carthy, James -	-	-	-	25	19	8			
	Daggan, Patrick - -	-	-	-	26	15	2			
Police Barrack -	Cane, Richard - -	-	-	-	12	0	0			
Ballincurrig, West -	Cotter, John - -	-	-	-	37	19	8			
	Cotter, Patrick - -	-	-	-	37	19	8			
	Barry, Mary - -	-	-	-	22	1	4			
	Barry, John - -	722	0	0	22	1	4			
	Connell, James - -	-	-	-	26	18	2			
	Fitzgerald, John -	-	-	-	33	16	2			
	Keffe, John - -	-	-	-	18	19	8			
	Power, David - -	-	-	-	4	2	10			
	Cogan, John and Michael -	-	-	-	4	1	2			
House - -	Daly, James - -	-	-	-	175	10	0			
	Cogan, John and Michael -	-	-	-	4	10	0			
Mill - - -	Barry, Mary - -	-	-	-	18	9	4	1	10	0
Ballintubber - -	Phillips, Richard - -	-	-	-	124	10	2	18	18	6
	Welland, Reverend William	-	-	-	113	3	8	20	7	6
	Moore, Daniel and John -	365	3	9	88	15	4	15	4	4
	Swayne, Brabbing -	-	-	-	69	18	10	13	0	2
Ballintowtas - -	Ahern, Richard - -	-	-	-	53	6	8			
	Ahern, William - -	-	-	-	81	6	8			
	Bourke, David - -	-	-	-	33	0	0			
	Bourke, Mary - -	-	-	-	33	13	4			
	Bourke, Richard -	427	0	30	22	17	4			
	M'Carthy, John - -	-	-	-	23	10	0			
	Connell, Edmond -	-	-	-	37	10	0			
	Connell, John - -	-	-	-	37	10	0			
	Connell, William -	-	-	-	37	10	0			

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.			Yearly Rent.			Rent-charge.		
		A.	R.	P.	£	s.	d.	£	s.	d.
Ballinvinny, South -	Allen, Catherine - -	314	0	0	120	0	0	9	8	6
	Cashman, John - -	-	-	-	102	18	8	5	9	4
	Hickey, Peter - -	-	-	-	30	5	0			
	Cashman, John - -	264	0	0	30	5	0			
	Same - -	-	-	-	20	15	4	1	1	4
Ballyanan - -	Delaney, Representatives, John - - -	286	0	36	230	15	4	50	16	8
Wood - -	In hand - -	58	0	8	16	10	0			
Ballybrassill - -	Connor, William and John	-	-	-						
	Wilson, Michael - -	-	-	-	6	0	0			
	Brien, Michael - -	-	-	-	6	0	0			
	Brien, Mary - -	-	-	-	6	0	0			
	Connor, Edmund - -	-	-	-	8	2	0			
	Flynn, William - -	-	-	-	8	15	6			
	Verling, Michael -	-	-	-	7	16	0			
	Verling, Richard -	-	-	-	19	4	0			
	Connor, Patrick - -	221	1	25	5	3	0			
	Barry, James - -	-	-	-	34	16	10			
	Barry, John - -	-	-	-	27	9	8			
	Verling, Thomas -	-	-	-	12	0	0			
	Barry, Robert - -	-	-	-	30	6	6			
	Connor, William - -	-	-	-	11	4	0			
	Barry, William - -	-	-	-	1	19	0			
House - -	Verling, Richard -	-	-	-	65	0	0			
Ballybrittig, Ballydulea, and Ransillagh.	Cottrel, Francis and Edm^{d} -	-	-	-	36	18	6			
Ballydaniell and Corbally	Burke, Edward - -	-	-	-	150	0	0			
	Walsh, Patrick and Johanna	-	-	-	48	1	2	3	17	2
	Leahy, Elizabeth - -	-	-	-	25	1	2	1	11	4
	Holland, Michael -	-	-	-	9	9	2			
	Walsh, Michael - -	207	1	25	3	1	2	0	5	2
	Holland, Bartholomew -	-	-	-	2	9	8	0	5	2
	Allen, Timothy - -	-	-	-	2	11	4	0	4	6
Ballydonna - -	Fitzgerald, Michael -	-	-	-	94	0	0			
	Fitzgerald, Reprives., Michael W^{m} - -	-	-	-	140	0	0			
	Fitzgerald, Timothy -	-	-	-	26	1	2			
	Ditto - -	-	-	-	11	0	0			
	Ahern, Patrick - -	-	-	-	69	0	0			
	Ahern, Reprives., Maurice	614	3	20	68	0	0			
	Lawton, John and Johanna	-	-	-	40	0	0			
	Quirk, Patrick - -	-	-	-	22	0	0			
	Ahern, Reprives., Maurice	-	-	-	27	0	0			
Ballyedekin - -	Humphreys, Reprives., Daniel - -	-	-	-	180	0	0			
		252	1	9						
	Leich, John - -	-	-	-	26	16	2	4	13	10
Ballygeanymore -	Upton, William - - -	236	0	0	138	9	4	35	17	8
Ballyleary - -	Higgins, John - - -	-	-	-	49	7	10	2	8	0
	Harty, Maurice, and Partners - - - -	-	-	-	41	14	6	1	16	10
	Higgins, Matthew -	-	-	-	6	8	0			
	Fowler, Thomas - -	-	-	-	1	14	0			
	Gulley, Patrick - -	-	-	-	1	14	0			
	Gulley, James - -	-	-	-	1	10	0			
	Steele, Mary - -	-	-	-	1	11	2			
	Neille, Mary - -	-	-	-	1	5	0			
	Kidney, Patrick - -	-	-	-	2	14	0			
	Trahill, John - -	-	-	-	1	0	0			
	Grilley, John - -	-	-	-	1	2	0			
	Butler, John - -	-	-	-	3	3	0			
	Hawe, William - -	-	-	-	1	7	6			

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.			Yearly Rent.			Rent-charge.		
		A.	R.	P.	£	s.	d.	£	s.	d.
	Harris, Catherine -	-	-	-	0	12	0			
	Butler, John - -	-	-	-	1	2	0			
	Fenton, John - -	343	2	8	0	12	0			
	Hayes, Michael - -	-	-	-	1	0	0			
	Coghlan, Mary - -	-	-	-	1	4	0			
	Carty, John - -	-	-	-	1	0	0			
	Burke, John - -	-	-	-	0	12	6			
	Butler, Edward - -	-	-	-	0	1	0			
	Wright, William - -	-	-	-	0	14	0			
	Hayes, John - -	-	-	-	0	16	0			
	Burke, David and Patrick -	-	-	-	33	8	4	1	8	2
	Higgins, John, and Partners - -	-	-	-	32	9	0	1	8	8
	Riordan and Bowler -	-	-	-	79	11	8	3	12	0
	Gorman, John - -	-	-	-	26	10	6	1	0	4
	Keffe, John - -	-	-	-	32	5	0	1	6	0
	Royayne, James -	-	-	-	36	9	6	1	9	6
	Riordan and Bowler -	-	-	-	27	0	0	0	19	4
	Kidney, John and Michael	-	-	-	52	8	0			
Ballylegane - -	Barry, Garrett Standish -	641	0	0	92	6	2	37	7	6
Ballymacolabeg -	Cashman, James - -	-	-	-	20	0	0			
	Cashman, Patrick -	159	3	27	20	0	0			
	Curtin, Jeremiah -				29	16	0			
	Cronin, William -				29	6	0			
Ballymacolard - -	Fitzgerald, Reprives., Michael - -	-	-	-	30	5	0			
	Cahill, Francis - -	-	-	-	28	6	8	3	14	2
	Carey, Edm[d] and Margaret	262	3	22	28	6	8	3	9	0
	Bransfield, Thomas -				20	12	4	2	4	10
	Bransfield, Margaret -	-	-	-	20	4	4	1	15	6
	Cahill, John - -	-	-	-	15	5	0	1	14	4
	M'Carthy, Eugene -	-	-	-	2	4	6	0	4	6
Ballymacwilliam -	Barry, John, and Partners -	-	-	-	43	1	2	2	7	0
	Twomey and Andrew -	-	-	-	26	7	2	1	5	8
	Barry, Honoria and Philip	-	-	-	23	12	10	1	6	4
	Cotter, Bransfield, and Callaghan - -	159	3	4	15	9	6	0	16	4
	Barry, James Richard -	-	-	-	14	5	4	0	14	2
	Twomey, William -	-	-	-	13	10	4	0	15	2
	Coakley, Patrick - -	-	-	-	5	13	6	0	7	0
	Healy, James - -	-	-	-	5	13	6	0	6	6
Ballymartin - -	Connell, Catherine -	-	-	-	30	1	6			
	Daly, Richard - -	-	-	-	36	8	8			
	Stanton, David - -	-	-	-	20	16	0			
	Bransfield, Patrick -	-	-	-	16	12	0			
	Bransfield, John - -	-	-	-	14	15	0			
	Stanton, John - -	-	-	-	19	14	6			
	Connell, John - -	564	2	14	18	17	0	2	7	4
	Gallavan, John - -				22	15	0	2	16	0
	Gallavan, James - -	-	-	-	23	14	10	2	17	0
	Barry, Reprives., Thomas -	-	-	-	30	5	6	3	14	8
	Donovan, Michael -	-	-	-	31	4	0	3	18	4
	Donovan, Ellen - -	-	-	-	32	10	2	4	1	0
	Fitzgerald, John - -	-	-	-	22	0	0			
	Turpin, John - -	-	-	-	10	10	6			
Ballinacoile - -	Welland, Charles William -	-	-	-	64	12	4	10	10	2
	Carey, Thomas, and Partners - - -	319	3	22	65	10	10	10	12	2
Ballinariune - -	Welland, Charles William -	201	2	0	139	14	2	10	0	8
Ballinigaule - -	Rohan, Mich[l] and Richard	135	1	28	90	0	0			
Ballinemadry - -	Martin, Robert - - -	472	0	0	230	15	4	19	11	10

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.			Yearly Rent.			Rent-charge.		
		A.	R.	P.	£	s.	d.	£	s.	d.
Ballynock - -	Donovan, James - -	-	-	-	111	12	8	12	14	6
	Aherne, Ellinor, and Ellen Keefe - -	277	3	38	24	16	8			
	Aherne, John and Maurice	-	-	-	32	10	4			
	Aherne, John - -	-	-	-	21	17	6			
Ballyrearke - -	Noonan, Patrick - -	-	-	-	53	0	0			
	Scanlan, Richard - -	145	0	35	22	16	0			
	Aherne, Daniel - -	-	-	-	8	0	0			
Ballysimon - -	Smithwick, John -	147	0	28	100	0	0			
Ballyskerdane -	Driscoll, Thomas -	-	-	-	55	11	0			
	Shea, Timothy - -	-	-	-	8	16	0			
	Connors, Bartholomew -	165	0	0	10	0	0			
	Shea, John - -	-	-	-	20	13	0	1	10	2
	Callaghan, Dennis -	-	-	-	9	16	6	0	13	0
Ditto - -	Donoghue, Daniel -	-	-	-	12	0	0	0	16	6
Ballythomas - -	Flynn, Richard - -	-	-	-	46	5	4			
	Murphy, James - -	125	1	8	29	13	0	2	1	0
	Dorgan, John - -	-	-	-	9	10	0			
Ballyvodock - -	Wigmore, Thos and William - - -	401	2	16	600	0	0			
Baneshane - -	Delaney, Wm and Sarah Fitzgerald - -	238	3	17	154	3	0	40	5	0
Bridgefield - -	Connell, Henry - -	202	2	4	108	6	0			
	Coleman, William -				91	14	0			
Bromfield - -	Humphreys, Reprives., Daniel - - -	-	-	-	105	0	0	11	17	6
	Moore, James - -	-	-	-	180	0	0			
	Stanton, David - -	-	-	-	21	2	6			
	Stanton, Ellen - -	-	-	-	21	2	6			
	Stanton, Elizabeth -	-	-	-	42	5	0			
	Smithwick, Thomas -	-	-	-	60	0	0			
	Moore, Daniel - -	-	-	-	158	12	0			
	Durham, John - -	-	-	-	1	10	0			
	Gleeson, John - -	-	-	-	66	4	4	6	12	8
	Hackett, B. James, & Co. -	-	-	-	9	12	6			
	Leahy, Ellen - -	-	-	-	15	0	0			
Mill-holding - -	Cardin, John - -	-	-	-	12	0	0			
	Humphreys, Reprives., Daniel - - -	871	1	8	159	13	10	15	0	0
	Haynes, Joseph - -	-	-	-	73	6	10	8	2	0
	Coppinger, Thomas Stephen	-	-	-	10	14	4	3	19	0
	Connor, Reprives., Maurice	-	-	-	1	17	0	0	14	4
	Callaghan, Matthias -	-	-	-	1	17	0	0	14	4
	Barry, Joseph - -	-	-	-	27	11	6			
	Brabazon, Joseph -	-	-	-	22	5	6			
Workhouse - -	The Poor Law Commissioners of Ireland -	-	-	-	3	10	0			
	Hennessy, John - -	-	-	-	4	12	4			
	Callaghan, Mathias -	-	-	-	1	15	8	0	13	8
Quarry - -	Forrest, James, and Partners - -	-	-	-	10	0	0			
	Barry, Michael - -	-	-	-	0	10	0			
Bullerstown - -	Keane, Daniel - -	-	-	-	136	0	0			
	Callaghan, Patrick and Jeremiah - -	174	0	35	16	0	0			
	Moreen, Joseph - -				8	0	0			
Bullerstown, Little -	Martin, Robert - -	124	0	0	92	6	2	6	3	8
Cahirmone Demesne -	In hand.									
	White, Catherine -	-	-	-	1	0	0			
Deer Park - -	Lukey, Reprives., George -	-	-	-	124	1	0	17	11	6
	Smithwick, Reprives., Patrick	-	-	-	74	12	0			

(*continued*)

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage. A.	R.	P.	Yearly Rent. £	s.	d.	Rent-charge. £	s.	d.
	Meade, the Rev. William				60	0	0			
	Murphy, James, and Company	411	1	13	53	5	2	7	12	2
	Humphreys, Reprives., Daniel				38	19	10	4	0	10
	Keane, Daniel				10	18	8	1	11	0
Carriginimore	Donovan, Jeremiah	27	0	0	18	19	6			
	Moreen, Joseph				9	8	10			
Caverignashinney, South	Shannon, the Earl of				60	0	0			
	Walsh, Richard, and Partners	367	0	25	292	12	4	43	16	4
Carrigshean	Smithwick, Michael				20	6	2	2	11	2
	Mulcahy, Anastatia				18	12	0	1	18	0
	Same				9	4	10	1	15	2
	Smithwick, Reprives., Patrick				20	17	6	1	18	2
	Hennessey and Partners	275	1	35	55	7	8	6	0	0
	Smithwick, Reprives., Patrick				37	12	4	3	8	10
	Smithwick, Michael				9	9	2	1	3	10
	Mornane, Edmond, and Partners				60	0	0	6	18	2
Castleredmond	Baggs, Reprives., James				8	6	2	5	11	0
	M'Carthy, Patrick				153	4	0	12	2	10
	Bostons, the Miss				54	9	0	7	17	2
	M'Pherson, Reprives., John				18	0	6			
	Fitzgerald, Mary				46	0	0			
	Fleming, Swithin				17	1	4			
	In hand.									
	Scanlane and Murnane				27	13	10	2	18	2
	M'Call, Reprives., Samuel				23	8	6	1	15	2
	Shea, Margaret				18	2	6	1	8	0
	M'Call, Reprives., Samuel				9	4	8	0	13	10
	Smithwick, John				8	6	2	1	10	8
	Murnane, William				8	1	8	0	15	2
	M'Call, Reprives., Samuel	512	0	0	6	9	4	0	5	8
	Barry, William				4	4	0	0	8	0
	M'Call, Reprives., Samuel				1	1	0	0	1	6
	Sullivan, Daniel				0	4	8			
	Coppinger, Thomas S.				0	18	6	0	7	0
	Same				38	17	0	3	17	6
	Commrs. of Cork Harbour				0	5	0			
	Ryan, Jeremiah				50	0	0			
	Quay, in hand.									
	Murnane, William				12	18	2			
	Hickey, Peter				130	0	0			
	Horian, James				3	10	0			
	M'Call, Reprives., Samuel				1	1	0	0	1	8
	Same				4	0	0			
Coolenecahah	Casey, James	134	0	0	63	10	10	5	5	4
Coppingerstown	Coppinger, Thomas S.				84	4	4			
	Belcher, Lawrence, and Partners	247	2	37	122	15	6	10	15	6
	Aherne, Michael, and Patrick				74	16	8	9	13	2
Couragh	Donovan, John, junior				89	0	0			
	Donovan, John, senior	234	1	34	17	16	0			
	Donovan, Patrick				20	0	0			
	Ahern, Maurice				31	5	0			

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Crowbally - -	Sullivan, Michael -	- - -	56 0 0	
	Sullivan, Denis - -	- - -	64 0 0	
	Sullivan, John - -	- - -	46 0 0	
	Shannon, the Earl of -	242 2 14	2 10 0	
	M'Carthy, John - -	- - -	1 10 0	
	Harnett, John - -	- - -	7 10 0	
	Coghlan, Michael -	- - -	5 0 0	
Donbollog - -	Cotter, Lawrence -	- - -	136 9 8	7 10 0
	Hegarty, William -	- - -	87 3 0	4 1 10
	Hegarty, Patrick -	- - -	66 0 0	2 18 2
	Hegarty, John, and Brothers - -	580 0 0 - - -	44 15 0	2 7 0
	Noonan, Michael -	- - -	89 11 2	4 6 10
	Noonan, Martin - -	- - -	25 0 0	0 19 8
Coom - -	Dorgan, Denis, and Partners - - -	57 0 0	30 0 0	
Dungorney - -	Driscott, Timothy -	- - -	88 8 0	
	Daly, John - -	- - -	65 0 0	
	Rohan, Michael - -	- - -	7 10 0	
	M'Carthy, Michael -	- - -	60 0 0	
	Ahern, William - -	- - -	0 13 2	
	Rohan, Michael - -	- - -	42 0 0	
	Ahern, William - -	- - -	18 5 2	3 3 4
	Ahern, Patrick - -	- - -	110 0 0	
	Ahern, Reverend Edmond	- - -	20 0 0	
	Donovan, Ellen - -	1,064 2 22	1 10 0	
	Ahern, Maurice - -	- - -	3 2 0	
	Kennelly, John - -	- - -	93 7 0	9 2 2
	M'Carthy, Patrick -	- - -	92 19 8	9 1 8
	Colebert, Edmond -	- - -	90 0 0	
	Morrison, John - -	- - -	4 0 0	
	Ahern, Reprives., John -	- - -	42 0 0	3 17 10
	Smithwick, Reprives., Michael - - -	- - -	40 0 0	
	Quirk, Patrick - -	- - -	69 4 8	7 16 8
	Chapel Yard.			
Donickmore - -	Ronayne, John - -	- - -	200 0 0	
	O'Brien, John - -	- - -	123 0 0	
	O'Brien, Denis - -	- - -	77 5 0	
	O'Brien, Catherine -	- - -	26 5 0	
	Ahern, Denis - -	697 2 15	20 0 0	
	Morison, James - -	- - -	28 0 0	
	Gruiry, Michael - -	- - -	6 0 0	
	Connery, William -	- - -	6 0 0	
	Higgins, William -	- - -	0 10 0	
Dower - -	Ahern, Reprives., Edmund	- - -	86 0 0	
	Ronayne, Reprives., Richard - -	- - -	73 0 0	
	Curtin, Jeremiah -	300 0 10	40 0 0	
	Hannan, Daniel - -	- - -	45 10 0	
	Laughlin, Timothy -	- - -	88 0 0	
	Brien, William - -	- - -	19 0 0	
Dunsfort - -	Smithwick, Lawrence -	135 2 0	101 10 0	
	Same - -		100 0 0	
Elfordstown - -	Lee, Revd. Richard -	220 0 0	55 7 8	18 18 6
Farranthrensure -	Collins, William - -	127 1 14	60 0 0	
Garryduffe - -	Adams, James - -	230 2 18	350 0 0	
Glanbegg - -	Courtenay, Thomas and George - -	440 3 20	138 9 4	27 17 6

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Glynanemore - -	Egan, Thomas - -	- - -	56 10 0	
	Greehy, William -	- - -	30 10 0	
	Turney, Richard, and E. Leahy - -	- - -	33 12 0	
	Collins, Maurice, and Partners - - -	374 3 2	73 10 0	
	Lee, John - -	- - -	10 0 0	
	Collins, Timothy, and Partners - - -	- - -	42 7 8	
	Mullowney, Maurice -	- - -	32 0 0	
Gurtenina - -	M'Carthy, Charles, and Partners - -	167 0 33	92 6 2	10 18 2
Killeagh - -	Welland, Henry Nelson -	419 3 22	346 19 2	36 0 4
Killowgo, East -	M'Carthy, Reprives., Daniel	74 1 36	78 4 0	6 13 4
Ditto West -	M'Carthy, Timothy -	169 2 26	101 10 8	13 4 0
Knockanemore -	Moore, James Patrick and Eliza - -	81 0 10	40 0 0	
Knockanguffin - -	Allen, Samuel - -	- - -	41 14 0	4 3 4
	Welland, Reprives., William	- - -	39 11 4	3 19 6
	Callaghan, Mathias -	- - -	143 15 0	
	Courtenay, Thomas -	- - -	5 12 6	
	Callaghan, Mathias -	- - -	33 14 0	
	Buckley, Richard - -	- - -	16 7 6	
	Hamilton, Emily -	487 2 20	18 9 2	3 10 6
	Walsh, John - -	- - -	93 7 0	
	Fitzgibbon, Michael -	- - -	41 6 6	
	Cardin, John - -	- - -	140 14 8	15 0 0
	Callaghan, Mathias -	- - -	83 10 0	
	Moore, Honoria - -	- - -	71 11 0	
	Moore, William - -	- - -	25 0 0	
	Moore, Michael - -	- - -	32 14 8	
Knockboy - -	Hegarty, William -	- - -	14 1 4	
	Driscoll, Denis - -	- - -	18 1 8	0 19 4
	Bourke, Michael -	- - -	29 10 8	1 11 4
	Cleary, Denis - -	- - -	14 5 6	0 16 8
	Donoghue, Patrick -	- - -	5 19 2	
	Callaghan, Jeremiah -	- - -	29 0 0	
	O'Leary, Denis - -	- - -	26 0 0	
	Cronen, Daniel - -	- - -	7 17 10	0 7 0
	Sheehan, Denis - -	- - -	2 0 0	0 2 0
	Murphy, William -	533 2 22	4 0 0	0 3 6
	Lynch, Michael - -	- - -	6 16 0	
	Cotter, Richard -	- - -	21 0 10	1 2 6
	Hickey, James - -	- - -	6 8 8	0 6 8
	Dorgan, Reprives., Daniel -	- - -	38 4 8	2 0 6
	Keefe, Mary - -	- - -	32 13 8	1 18 0
	O'Leary, Denis - -	- - -	15 11 10	0 19 0
	Dorgan and Linehan -	- - -	15 16 6	0 17 6
	Long, Peter - -	- - -	2 7 6	0 2 10
	Goold, Margaret -	- - -	8 5 4	0 10 0
Lyre and Ballinabortagh	Donoghue, Jeremiah -	- - -	38 0 0	
	Donoghue, John Timothy -	- - -	16 0 0	
	Fitzgerald, Edmond -	- - -	20 0 0	
	Skinnich, Thomas -	- - -	50 0 0	
	Mulcahy, John - -	- - -	28 0 0	
	Sheehan, Michael -	- - -	7 4 0	
	Sheehan, Peter - -	- - -	7 4 0	
	Mahoney, Denis - -	- - -	16 0 0	
	Skinnich, William -	- - -	1 10 0	
	Donoghue, John (Denis) -	- - -	32 0 0	
	Donoghue, Timothy -	- - -	11 0 0	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Lyre and Ballinabortagh —*continued.*	Duggan, Patrick -	- - -	12 0 0	
	Duggan, John - -	- - -	12 0 0	
	Lynch, Thomas - -	- - -	36 0 0	
	Lynch, James - -	- - -	22 0 0	
	Hegarty, Timothy -	- - -	11 14 0	
	Corcoran, Reprives., John -	- - -	16 0 0	
	Foley, Denis - -	- - -	30 0 0	
	Mahoney, Denis, and Partners - - -	- - -	42 0 0	
	Leahy, John - -	- - -	20 0 0	
	Murphy, Martin Denis -	- - -	26 0 0	
	Murphy, Martin John -	- - -	16 0 0	
	Murphy, Martin (Shoemaker) - -	- - -	9 10 0	
	Neenan, Cornelius -	- - -	40 0 0	
	Creemin, Michael -	- - -	16 16 0	
	Murphy, Patrick John -	- - -	9 12 0	
	Murphy, Martin (Michael)	- - -	20 16 0	
	Murphy, John (Michael) -	1,925 0 10	20 16 0	
	Murphy, Reprives., P. Priest	- - -	35 12 0	
	Murphy, Martin (William)	- - -	60 0 0	
	Foley, John - -	- - -	1 0 0	
	Mulcahay, Bartholomew -	- - -	5 12 0	
	Hickey, James - -	- - -	3 0 0	
	Cotter, Richard - -	- - -	70 0 0	
	Cotter, Lawrence -	- - -	38 0 0	
	Walsh, Reprives., James -	- - -	28 0 0	
	Noonan, Michael -	- - -	22 0 0	
	Murphy, Reprives., Thomas - - -	- - -	18 0 0	
	Lynch, Mary - -	- - -	12 0 0	
	Hickey, James - -	- - -	10 10 0	
Knopogue - -	Sheehan, Timothy, and Partners - -	- - -	48 0 0	
	Manly, John, in place of J. Flynn - -	- - -	11 0 0	
Meenard - -	Flynn, Timothy - -	- - -	13 0 0	
	Donoghue, William and Timothy - -	- - -	25 6 8	
Tairenana - -	Manley, John, and Timothy Murrowney - -	- - -	26 10 0	
	Mahoney, James -	- - -	10 7 0	
	Curtin, Reprives., Denis -	- - -	2 0 0	
	Murrowney, Michael -	- - -	4 0 0	
	Donoghue, Patrick -	- - -	16 10 0	
	Donoghue, Hugh -	- - -	18 0 0	
	Murroney, Timothy -	- - -	36 0 0	
	Manly, John - -	- - -	36 0 0	
Southmountain -	Dorgan, Jeremiah -	- - -	13 6 0	
	Dorgan, William -	- - -	7 0 0	
	In hand, late John Vaughan.			
	Dorgan, Ellen - -	- - -	3 0 0	
	Leary, Jere. - -	- - -	5 0 0	
	McCarthy, Jeremiah -	- - -	2 0 0	
	Hogan, Daniel - -	- - -	4 10 0	
	Spillane, Patrick - -	- - -	9 0 0	
	Leary, John -	- - -	10 8 6	
	Donoghue, Florence -	- - -	4 16 0	
	Linehan, Mary - -	- - -	5 0 0	
	Dorgan, John Timothy -	- - -	3 16 0	
	Brian, Denis - -	- - -	1 10 0	

(*continued*)

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage. A. R. P.	Yearly Rent. £. s. d.	Rent-charge. £ s. d.
Southmountain — *continued.*	In hand, late Owen Driscoll.			
	Flynn, Thomas and Michael	1,202 0 5	4 10 0	
Coam Fitzgerald -	Dorgan, Denis - -	- - -	18 0 0	
	Dorgan, Daniel - -	- - -	18 0 0	
	Dorgan, Jeremiah -	- - -	7 4 0	
	Hegarty, James - -	- - -	7 4 0	
	Hogan, Edmond -	- - -	2 2 0	
	Lineham, Michael -	- - -	5 0 0	
	Lineham, Margaret -	- - -	2 8 0	
	Crowley, Mary - -	- - -	3 0 0	
	Donovan, Johanna -	- - -	1 10 0	
	Murphy, Denis - -	- - -	3 0 0	
	Donovan, Denis, junior -	- - -	4 10 0	
	Lineham, Denis - -	- - -	2 0 0	
Mogeely - -	Boles, John - -	- - -	129 15 0	
	Boles, the Reverend William - -	- - -	145 0 0	
	Shannon, the Earl of -	239 3 35	20 0 0	
	Hannagan, the Reverend Michael - -	- - -	40 0 0	
	Same - -	- - -	20 0 0	
Parknaprishy and Carrigane.	M'Sweeny, Jeremiah -	40 2 16	14 8 0	
	Lombard, Reverend Edward		33 0 0	
Phanick - -	Higgins, John, and Partners	83 3 16	88 0 10	5 5 0
Rathcannon and G. Parka	Leahy, Edmond - -	- - -	2 0 0	0 3 4
	Walsh, William, and Partners - -	- - -	41 0 0	7 8 6
	Colebert, Patrick and Johanna - -	- - -	26 0 0	3 5 8
	Smithwick, Reprives., Michael - - -	- - -	12 0 0	1 11 4
	Cummins, Patrick -	- - -	18 0 0	2 8 2
	Foley, John - -	- - -	18 0 0	2 6 10
	Ahern, Timothy -	- - -	14 0 0	1 18 10
	Sullivan, Ellen - -	- - -	13 0 0	1 11 4
	Barry, Honoria - -	- - -	65 14 6	
	Ahern, Timothy, late T. Condon - -	789 2 37 - - -	11 2 0	
	—— Mountain -	125 1 16		
	M'Carthy, Denis -	- - -	8 0 0	1 2 2
	Daly, Mary, late John Walsh - -	- - -	10 6 0	
	Sullivan, Denis - -	- - -	13 0 0	1 11 4
	Colebert, Bridget -	- - -	19 18 8	
	Colebert, John - -	- - -	19 18 8	
	Colebert, Elizabeth -	- - -	19 18 8	
	Colebert, John and Mary -	- - -	46 0 0	6 14 4
	Colebert, Edmond -	- - -	11 0 0	1 9 10
Rathgire - -	Irwin, James - -	145 3 14	39 15 2	5 2 6
	Brien, John - -		64 0 0	
Rathorgan - -	Crowley, Bartholomew, and Partners - -	321 3 35	62 10 0	
	Callaghan, William -		71 7 0	
Mountain -	Kellher, Timothy -	- - -	12 0 0	
Templemichael -	Neenan, Cornelius -	- - -	24 19 4	
	Neenan, Johanna - -	- - -	45 0 0	
	M'Auliffe, Cornelius -	- - -	39 2 0	
	Neenan, John - -	- - -	43 4 8	
	Keefe, John - -	- - -	37 5 10	
	Shea, James - -	- - -	10 17 10	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Templemichael — *continued.*	M'Auliff, Bartholomew - -	- - -	27 4 4	
	Connell, Jeffrey - -	- - -	4 16 4	
	Shea, Patrick - -	- - -	4 4 0	
	Manning, Jeremiah -	540 2 33	2 3 4	
	Manning, Patrick -	- - -	2 6 0	
	Manning, John - -	- - -	3 14 6	
	Sullivan, Jeremiah -	- - -	5 11 8	
	Vaughan, Daniel -	- - -	5 7 0	
	Callaghan, Timothy, jun^r -	- - -	14 3 2	
	Collins, Patrick - -	- - -	10 0 0	
	Callaghan, John - -	- - -	9 14 10	
	Cahill, Charles - -	- - -	6 11 4	
	Callaghan, Timothy -	- - -	3 10 8	
Walshtownmore -	Moore, Daniel - -	- - -	70 0 0	
	Moore, Patrick - -	609 14 0	20 0 0	
	Ditto - -		5 0 0	
	Moore, Margaret -	- - -	91 7 8	12 16 10
Walshtownbegg -	Lane, Michael, and Partners - - -	947 1 17	230 0 0	
Whiterock - -	Walsh, Patrick - -	- - -	20 10 0	
	Kirby, Edmond - -	- - -	15 0 0	
	Callaghan, Jeremiah -	- - -	11 0 0	
	Heahy, William - -	- - -	25 0 0	
	Moreen, Joseph - -	- - -	15 7 10	
	Donovan, Jeremiah -	- - -	15 2 2	
	Callaghan, Patrick -	179 2 3	11 0 0	
	Smithwick, John -	- - -	36 18 6	5 13 4
	Ahern, Patrick - -	- - -	22 10 0	
	Ahern, Michael - -	- - -	22 0 0	
	Connell, William -	- - -	18 0 0	
	Connell, John - -	- - -	10 10 0	
	Connell, Patrick - -	- - -	17 0 0	
PERPETUITIES:				
Ballycrinnanebegg -	Shannon, the Earl of -	74 0 0	15 4 8	
Ballynekilly and Part Ballynlane - -	Bagwell, John - -	176 1 16	46 3 2	
Cronodybegg - -	Colthurst, John B. -	125 2 27	16 12 4	
Curraghikerry, East -	Atkins, Williams -	- - -	26 15 4	
„ West -	Ditto - -	- - -	5 1 6	
	Hennessey, William -	- - -	23 1 6	
	Westropp, H. B. - -	- - -	3 1 0	
Dungorney Glebe -	Wilson, Rev^d William -	13 0 21	3 13 10	
„ Graveyard -	- - - -	0 2 13		
Drumserrance -	Bowles, Anne - -	142 2 7	9 4 8	
Glynanemore - -	Brooke, Sir A. B. D. C. -	23 0 14	8 10 8	
Kilcoleman - -	Keating, Roger Sheehy -	- - -	6 0 0	
	Harrold, Richard -	- - -	1 7 8	
Killendoling - -	Bennett, John - -	189 2 32	0 12 4	
Kilmakenny - -	Jeffreys, Reprives., St. John	- - -	74 3 10	
Knockancorbally -	Bernard, Hon^ble and Rev^d Mr. - - -	- - -	18 9 2	
Tregnecarthy - -	Barry, Thomas - -	- - -	11 1 8	

City of Cork and South Liberties thereof.

Lambly's Lane, City Liberties.	Sheares, Alicia Perry -	- - -	46 3 2	
Ballintanig - -	Halanan, William -	- - -	51 1 0	3 7 0
	Same - -	201 2 16	44 9 8	2 18 4
	Russell, Edmond and Edm^d	- - -	24 11 0	2 0 8

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Ballinorensigg, &c. -	Austin, Reprives., Thomas	790 0 0	98 10 10	
Inneskenny - -	Austin, Edward - -	- - -	87 13 10	7 6 8
	Heart, Francis - -	- - -	50 0 0	
	Schoolhouse - -	290 1 14	0 1 0	
	Sweeny, Richard -	- - -	24 2 4	1 14 4
	Barrett, Richard and Ellinor	- - -	40 14 2	2 6 2
Knocknalyre - -	Curtis, Joseph Lindsay -	77 2 32	36 18 6	3 9 0
	County of Dublin.			
Dubber - -	Echlin, William - - -	29 0 28	50 0 0	2 2 6
	County of Waterford.			
Baunfune - -	Walsh, Patrick, late Sheehy, pro - - -	- - -	95 0 0	
	Leonard, Bryan - -	- - -	35 4 0	
	Hennessy, Patrick -	- - -	6 16 0	
	Norris, John - -	- - -	15 0 0	
	Fahy, John - -	- - -	6 0 0	
	Casey, Richard - -	- - -	4 16 0	
	Casey, Maurice - -	- - -	4 2 0	
	Lonergan, James -	- - -	27 2 0	
	Lonergan, Thomas -	625 1 9	22 4 0	
	Kelehan, John - -		9 0 0	
	English, Martin, Reprives.	- - -	3 6 0	
	White, Ellen - -	- - -	18 0 0	
	Lonegan, Reprives. -	- - -	12 0 0	
	Walsh, Laurence -	- - -	2 4 0	
	Fitz-Gerald, John -	- - -	2 0 0	
	Keating, Richard -	- - -	3 14 0	
	Keating, William -	- - -	1 18 0	
	Lonergan, James - -	- - -	2 4 0	
	Lonergan, Edmond -	- - -	2 4 0	
Glashy and Small Quarter	Lowe, Philip - -	- - -	50 3 0	
	Ormonde, Michael -	- - -	24 18 6	
	Mulcahy, Mary -	- - -	21 10 10	
	Ryan, William, late Lonergan, Edmd. and John -	- - -	36 1 6	
	Byrne, Darby - -	- - -	36 18 4	
	Hogan, John - -	- - -	27 13 10	
	Prendergest, John -	- - -	35 10 8	
	Ryan, Jeremiah - -	- - -	33 0 0	
	In hand.	413 1 15		
	In hand.			
	Daniel Terence - -	- - -	21 0 0	
	Fitz-Gerald, John -	- - -	2 2 0	
	Sweeny, Bryan - -	- - -	11 10 8	
	Ryan, Thomas - -	- - -	28 0 0	
	Murphy, James - -	- - -	4 14 10	
	Mahoney, Thomas -	- - -	11 5 0	
	Sweney, Terence -	- - -	18 0 0	
	Daniel, Terence - -	- - -	38 0 0	
	In hand.			
	English, Patrick - -	- - -	21 8 0	
	Norris, Maurice - -	- - -	12 6 0	
	Norris, Michael - -	- - -	8 10 0	
	Norris, John Long -	396 3 1	20 14 0	
	Norris, Patrick - -	- - -	2 16 0	
	Sweeney, Bryan - -	- - -	8 0 0	
	Downing, John - -	- - -	2 4 0	
Mountain -	In hand.			

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.

Freehold Estates in the Town of Cove, and Lands of Kilgarvan, Ringmeen, and Curraghuefoy.

West Beach	Granuell, Wm. and Sullivan	- - -	8 8 0	
	Collins, Edward John	- - -	9 13 4	
	Simpkins, Reprives., Ellen	- - -	9 1 0	
	Danckret, Mary	- - -	7 13 6	
	Bourke, Susan	- - -	5 16 4	
	Cunningham, Michael	- - -	12 1 2	
	Coppinger, Elizth	- - -	9 13 10	
	Kinnears, John	- - -	8 11 4	
	Lambert, Reprives., Philip	- - -	9 8 6	
	Barry, John	- - -	4 7 2	
	Cronin, William James	- - -	4 12 0	
	Coleman, Reives., Johanna	- - -	10 12 2	
	Fitz Patrick, Reves., Johanna	- - -	21 13 0	
	Fitz-Gerald, Ellen	- - -	12 18 6	
	Kinnears, John	- - -	9 6 4	
	Robinson, Reprives., Charles	- - -	8 9 2	
	Verling, Bartholomew, M.D.	- - -	12 4 0	
	Barry, John Thomas	- - -	9 4 8	
East Beach	Lambert, Reprives., Philip	- - -	12 18 6	
	Drew, William	- - -	4 7 2	
	Jones, Robert	- - -	4 4 0	
	Collins, Edward John	- - -	8 14 0	
	Fowler, John	- - -	8 4 10	
	Scott, William	- - -	6 18 0	
	Collins, Edward John	- - -	7 1 2	
	M'Adams, Mary	- - -	7 4 6	
	Hanistreet, Richard	- - -	17 13 0	
Harbour Row	Davis, Anne	- - -	0 9 4	
	Denny, James	- - -	29 7 0	
	Seymour, James	- - -	4 11 4	
	Ring, Simon	- - -	4 3 4	
	Richards, John	- - -	4 8 2	
	Olden, John	- - -	3 12 0	
	Collins, Edward John	- - -	3 6 6	
	Prinville and Godkin	- - -	4 19 6	
	Turner, Margaret	- - -	4 0 4	
	Dickie, Sarah	- - -	3 6 10	
	M'Carthy, Mary	- - -	2 12 10	
	Boyle, Philip	- - -	3 11 6	
	Prinville, John	- - -	3 14 6	
	Hayes, Frances	- - -	3 12 6	
	M'Carthy, Catherine	- - -	2 2 0	
	O'Brien, Edward	- - -	3 6 8	
	Forrest, Reprives., Ellen	- - -	3 6 8	
	Cunningham, William	- - -	2 16 0	
	Driscoll, Robert	- - -	2 4 0	
	Fox, Thomas	- - -	3 3 6	
	Mead, Bridget	- - -	2 4 8	
	Sullivan, James	- - -	1 18 8	
	Dillon, Anne	- - -	1 16 0	
	Barry, John	- - -	2 14 0	
	Russell, Richard	- - -	3 17 0	
	Dennehy, Lawrence, R.N.	- - -	2 15 4	
	Hodgson, Elizabeth	- - -	2 0 8	
	Sullivan, Ellen	- - -	3 1 0	
	Phillips, Ellen	- - -	2 16 8	

(*continued*)

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Harbour Row—*continued.*	Geary, Martin	- - -	3 8 4	
	Lloyd, Thomas	- - -	3 9 0	
	Troorney, Bridget	- - -	3 16 10	
	Hickey, Timothy	- - -	3 0 10	
	Boyle, Philip	- - -	3 0 10	
	Callaghan, Ellen	- - -	3 0 10	
	Fitz-Gerald, Michael	- - -	2 12 4	
	Oakley, Cornelius	- - -	2 12 8	
	Hayes, Anne	- - -	2 14 8	
	Mahony, Michael Edmond	- - -	3 13 8	
	Fitz-Gerald, Margaret	- - -	2 16 6	
	Kirby, Ellinor	- - -	3 13 4	
	Dorney, Reprives., Roger	- - -	3 18 0	
	Murphy, Catherine	- - -	3 9 8	
	Hoare, Margaret	- - -	3 15 8	
	Carroll, Margaret	- - -	3 12 0	
	Coppinger, William N.	- - -	6 17 10	
	Methodist Society	- - -	0 4 8	
Upper Barrack Street	Nunan, Eliza	- - -	12 12 0	
	Admiralty	- - -	92 6 2	
	Scott, Philip	- - -	11 10 10	0 8 0
	Fitz-Patrick, Reprives., Johanna	- - -	1 14 0	
	Burke, Edward	- - -	70 0 0	
	Barry, Catherine	- - -	2 0 0	
	Connell, Catherine	- - -	2 0 0	
	James, George	- - -	2 0 0	
	M'Carthy, Callaghan	- - -	2 2 0	
	Lawton, William	- - -	2 4 0	
	Fehily, John	- - -	2 0 0	
	Warren, Sir Augustus	- - -	14 9 10	0 2 4
	Kelcher, Thomas	- - -	1 16 4	
	Higgins, William	- - -	3 0 0	
	Warren, Sir Augustus	- - -	1 17 8	
	In hand.			
	Brien, Thomas	- - -	3 0 0	
	Collins, Bartholomew	- - -	2 5 4	
	Olden, John	- - -	2 5 2	
	Frances, Michael	- - -	2 5 8	
	Fitz-Gerald, John	- - -	2 4 4	
	Warren, Sir Augustus	- - -	2 5 0	
Lower Barrack Street	Seymour, Reprives., Henry	- - -	0 9 4	
	Barry, William	- - -	2 5 2	
	Hill, Harding	- - -	2 6 2	
	Morris, Thomas, late Tenant.			
	Hayes, Patrick, ditto.			
	Chapman, Maurice	- - -	1 18 10	
	Harrison, John	- - -	1 16 0	
	Hayes, William and Patrick	- - -	2 3 4	
	Hyde, Bridget, late Tenant.			
	Hayes, Honoria	- - -	1 17 0	
	Leary, Mary	- - -	1 6 4	
	Bourke, Mary	- - -	2 8 0	
	Kennelly, Maurice	- - -	2 4 4	
	M'Carthy, Reprives., Jno., late Tenant.			
	In hand.			
	M'Adams	- - -	1 5 10	
	Same	- - -	2 10 4	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Lower Barrack Street — *continued.*	Cronin, William James -	- - -	3 1 0	
	Fitz-Patrick, Reprives., Johanna - -	- - -	0 4 8	
	Chapman, Maurice -	- - -	1 17 0	
	Meeham, Abigail -	- - -	2 11 0	
	Hickey, Timothy -	- - -	2 7 2	
	Donovan, John - -	- - -	3 9 2	
	Cunningham, William -	- - -	3 1 0	
	Hayes, Anne - -	- - -	3 0 10	
	Frederick, John - -	- - -	3 5 0	
	M'Carthy, John - -	- - -	3 3 8	
	Olden, John - -	- - -	10 2 2	
	Owens, Christopher, sen^{r} -	- - -	2 14 2	
	Hyde, William - -	- - -	3 3 8	
	Walker, Thomas -	- - -	3 7 2	
	Cotter, Richard - -	- - -	3 11 8	
	Wallace, Mary - -	- - -	3 3 0	
	Saunders, John - -	- - -	3 17 6	
	Kirby, Ellinor - -	- - -	3 15 2	
	Fitz-Patrick, Reprives., Johanna - - -	- - -	0 4 8	
King's Square -	Drew, William - -	- - -	9 16 2	
	Olden, John - -	- - -	8 16 0	
	Murphy, Reprives., Edward	- - -	7 15 2	
	Davis, John - -	- - -	8 11 2	
	Prinville, John - -	- - -	8 12 4	
	Hughes, Reprives., Samuel	- - -	4 15 4	
	Owens, Reprives., Christ^{r}, jun^{r} - - -	- - -	6 14 4	
	Harvey, Reprives., Henry -	- - -	9 15 6	
	Dwyer, Mary Ann -	- - -	7 18 10	
	Seymour, Reprives., Henry	- - -	9 2 0	
	Corcoran, Michael, and Partners - - -	- - -	5 15 10	
	Hayes, William - -	- - -	6 11 4	
	Olden, John - -	- - -	5 16 4	
King's Street - -	Murphy, Reprives., W^{m} L.	- - -	11 1 6	
	Davis, John - -	- - -	9 4 8	
	Morris, Esther - -	- - -	6 18 6	
	Scott, George - -	- - -	10 19 10	
	Same - -	- - -	0 18 6	
Upper George's Street -	Scott, Philip - -	- - -	11 1 6	
	Stanistreet, Richard -	- - -	36 18 6	
	Male and Female Protestants	- - -	0 1 0	0 0 8
Lower George's Street -	Graham, Elizabeth -	- - -	9 4 8	
George's Square -	Robinson, Thomas -	- - -	24 4 8	
	Scott, George - -	- - -	14 10 8	
	Orpin, Tho^{s} Hungerford -	- - -	9 13 10	
Midleton Street -	Troorney, David -	- - -	2 18 2	
	Jones, Mary - -	- - -	2 14 0	
	Dismond, Reprives., Lawrence - -	- - -	4 12 4	
	Davis, John - -	- - -	7 1 2	
	Barry, John Thomas -	- - -	5 16 4	
	Same - -	- - -	3 13 0	
	Healy, Daniel - -	- - -	2 9 10	
	Davis, Anne - -	- - -	4 0 4	
	Daly, Thomas - -	- - -	2 15 10	
	Tindal, Miles - -	- - -	4 5 10	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Midleton Street — *continued.*	Chapman, Maurice - -	- - -	5 10 8	
	Hodgson, Mary - -	- - -	3 7 6	
	Scott, William - -	- - -	5 18 2	
	Kennears, John.	—	—	
	Barry, William - -	- - -	2 13 4	
	Cotter, Edward - -	- - -	6 6 0	
	Bridewell.			
	Buett, William - -	- - -	3 9 8	
	Same - - -	- - -	4 12 4	
	Geary, Mary - -	- - -	3 2 10	
	Cramer, Joseph - -	- - -	2 4 10	
	Maher, Reprives., Mary -	- - -	2 9 10	
	Olden, John - -	- - -	11 0 8	
Bishop Street - -	Fitz-Patrick, Reprives., Johanna - -	- - -	17 15 6	
	Chapel and Yard -	- - -	0 4 8	
	Kingston, Thomas -	- - -	3 0 10	
	Barry, David - - -	- - -	3 6 6	
	Cotter, Reprives., Catherine	- - -	5 3 8	
	Healy, Bartholomew -	- - -	3 4 4	
	Barry, Michael - - -	- - -	2 18 2	
	Flynne, William -	- - -	3 6 6	
	Healy, John - -	- - -	2 16 10	
	Leahy, Patrick - -	- - -	3 6 6	
	Reordan, Daniel - -	- - -	3 1 0	
	Barry, Bartholomew -	- - -	2 15 4	
	Barry, William - -	- - -	2 7 0	
	Leahy, Patrick - -	- - -	3 1 4	
	Burke, Edward - -	- - -	11 4 10	
	Same - -	- - -	2 7 0	
	Same - -	- - -	0 10 8	
	Coleman, Jeremiah -	- - -	3 1 4	
	M'Adams, Mary - -	- - -	3 0 4	
	Barry, David - -	- - -	3 10 8	
	Davis, Anne - -	- - -	3 12 6	
	Owens, Reprives., Christ^{r}, junr - - -	- - -	3 13 10	
	Barry, Bartholomew -	- - -	3 12 0	
	Cawle, Margaret -	- - -	3 5 0	
	In hand, late Deashy, James.			
Ferry Street - -	In hand, late Fenton, Anne.			
	Driscole, Ellen - -	- - -	1 17 0	
	Leahy, Patrick - -	- - -	1 16 10	
	Murphy, John - -	- - -	3 19 8	
	Coppinger, Elizabeth -	- - -	3 8 4	
	Fitz-Patrick, Reps., Johanna - -	- - -	1 4 10	
	Same - -	- - -	3 0 0	
	Coppinger, Elizabeth -	- - -	3 0 8	
Waste - -	M'Gill, Margt, late Tent.			
	Neill, Catherine ditto.			
	Galway, Walter ditto.			
	Carley, Ellen ditto.			
	Harty, Martin - -	- - -	3 0 0	
Thomas Street -	Fitz-Patrick, Reps., Johanna - -	- - -	1 17 0	
	Millwood, James -	- - -	2 8 0	
	Coakley, Michael -	- - -	3 10 0	
	Cotter, Reps., Catherine -	- - -	2 0 2	
	Cahill, Daniel - -	- - -	3 5 0	
	Bransfield, John - -	- - -	2 5 2	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Church Street -	Seymour, James -	- - -	4 19 2	
	Farrant, Thomas -	- - -	2 6 2	
	Kinnears, John - -	- - -	2 0 8	
	Graham, Elizabeth -	- - -	4 12 4	
Beach and Strand -	Scott, James, and Company	- - -	25 0 0	
	Fitz-Patrick, Reps., Johanna	- - -	15 4 8	
	Scott, James, and Co. -	- - -	0 5 0	
	Fitz-Patrick, Reps., Johanna	- - -	8 10 4	
	Ronayne, James - -	- - -	8 6 2	
	Commrs. of Customs -	- - -	3 9 2	
	Murphy, John - -	- - -	9 13 10	
	Same - -	- - -	4 11 4	
	Atkinson, Thomas -	- - -	6 18 6	
	Same - -	- - -	1 0 0	
	Burke, Edward - -	- - -	1 0 0	
Kilgarvon - -	Fitz-Patrick, Reps., Johanna	- - -	7 15 10	0 5 10
	Lambert, William -	- - -	6 11 6	0 5 8
	Fitz-Patrick, Reps., Johanna	- - -	11 8 6	0 16 0
	Leahy, Patrick - -	- - -	6 17 0	0 7 0
	Barry, John Thos -	- - -	3 18 2	0 5 6
	Burke, Edward - -	- - -	35 6 0	
	Driscole, Denis - -	- - -	3 0 0	
	Flynn, Patrick - -	- - -	3 0 0	
	National School - -	- - -	2 0 4	0 1 10
	Murphy, John - -	- - -	7 7 4	0 4 4
	Olden, John - -	- - -	1 10 0	0 1 10
Chapel Lane - -	M'Carthy, Justin	- - -	3 1 0	
	Farmer, John - -	- - -	3 1 0	
	Same -	- - -	2 18 2	
	Millwood, James	- 66 2 3	2 19 8	
Ringmen :—				
Midleton Park -	In hand.			
	Murphy, John - -	- - -	14 8 0	
	Coghlan, Richard	- - - -	4 0 0	
	Gorman, Mary - -	- - -	3 0 0	
	Neagle, Patrick - -	- - -	5 0 0	
	Daly, John - -	- - -	2 8 0	
	Gillispie, John - -	- - -	12 0 0	
	Verling, Bartholomew -	- - -	20 0 0	
	Craig, John - -	- - -	60 0 0	
	Kidney, John and Michael	- - -	16 0 0	
	Kirby, Patrick - -	- - -	76 14 0	
	Bowler, Michael -	- - -	24 10 0	
	Sullivan, Daniel - -	- - -	22 18 0	
	Bowler, Abigail - -	- - -	24 7 0	
	Ryan, Mary - -	- - -	12 0 0	
	Callaghan, John - -	- - -	12 0 0	
Cottages -	Ahern, Bartholomew -	- - -	5 0 0	
	Fitz-Gerald, Ellen -	257 2 2	4 10 0	
	Keefe, Thomas - -	- - -	4 10 0	
	Walsh, James - -	- - -	4 10 0	
	Moatt, James - -	- - -	4 10 0	
	Geggin, Michael -	- - -	4 10 0	
	Brown, Catherine -	- - -	4 10 0	
	Fenlowe, Patrick -	- - -	4 10 0	
	Cadogan, Cornelius -	- - -	4 10 0	
	Ferry, Richard - -	- - -	4 10 0	
	Murphy, Johanna -	- - -	4 10 0	
	Dorney, Joseph - -	- - -	4 10 0	
	M'Carthy, Michael -	- - -	4 10 0	
	Mahoney, Ellen - -	- - -	5 0 0	
	In hand.			

(*continued*)

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Ringmen: Cottages—*continued.*	Kidney, John - -	- - -	4 10 0	
	Lawton, Thomas -	- - -	4 10 0	
	Gulley, James - -	- - -	4 10 0	
	Lawton, John - -	- - -	4 10 0	
	Manning, Michael and D. -	- - -	6 0 0	
Curraghuefoy - -	Stubbs, Thomas - -	- - -	20 0 0	
	The Town and Townparks of Midleton.			
Midleton - -	Haynes, Joseph - -	- - -	9 14 4	
	Nagles, the Miss -	- - -	6 18 6	
	Greene, the Revd William -	- - -	9 4 8	
	Edwards, Mary - -	- - -	8 6 2	
	Walshes, the Miss -	- - -	10 0 0	
	Bull, James - -	- - -	3 15 4	0 15 0
	Swayne, Reprives., John -	- - -	0 4 8	1 0 0
	Humphreys, Repives., Daniel	- - -	9 17 4	0 2 0
	Murphy, Reprives., Wm L.	- - -	4 4 0	
	Swayne, Reprives., John -	- - -	10 3 0	0 2 0
	Millerick, John - -	- - -	5 0 0	
	Daly, James, and John Walsh	- - -	50 0 0	
	Foley, John - -	- - -	30 0 0	
	Swayne, Reprives., John -	- - -	12 3 8	
	Callaghan, Mathias -	- - -	1 5 10	
	Sullivan, Daniel - -	- - -	1 5 10	
	Swayne, Reprives., John -	- - -	10 10 0	
	Sward, Belinda - -	- - -	7 6 10	
	Geary, Redmond -	- - -	3 9 2	
	Barry, Robert - -	- - -	3 9 2	
	Coppinger, Thomas Stephen	- - -	3 0 0	
	Same - -	- - -	7 6 2	
	Same - -	- - -	0 5 0	
	Same - -	- - -	8 13 0	
	M'Sweeny, John -	- - -	3 14 8	
	Sullivan, Daniel, and James Neagle - -	- - -	6 10 2	
	Murray, James - -	- - -	10 10 0	
	Tatton, Margaret -	- - -	18 14 6	2 7 0
	Lukey, Elizabeth -	- - -	5 10 10	
	Cardin, John - -	- - -	18 9 2	2 7 6
	Courtenay, Robert -	- - -	6 0 0	1 18 4
	Pratt, Reprives., Richard -	- - -	12 6 6	
	Dwyer, Mary Anne -	- - -	7 14 8	0 16 6
	Keane, Daniel - -	- - -	10 0 0	
	Keane, Daniel - -	- - -	10 0 0	
	Jones, Richd, and R. Humphreys	- - -	3 13 10	
	Humphreys, Reps., Daniel -	- - -	5 1 6	0 16 6
	Harrington and Ward -	- - -	0 18 6	0 1 0
	Flynn, Reprives., Jeremiah	- - -	3 17 6	
	Riordan, Denis - -	- - -	6 6 0	
	White, Johanna - -	- - -	3 13 10	0 1 4
	Murphy, Reprives., W. L. -	- - -	2 6 2	
	Tatton, Peter - -	- - -	5 5 0	
	Sisk, Reprives., James -	- - -	2 6 2	
	Same - -	- - -	0 18 6	
	Prendergast, Jane -	- - -	3 13 10	0 16 4
	Conner, Anne - -	- - -	0 18 6	
	Barry, Robt, and Danl Sullivan	- - -	0 18 6	
	Tatton, Jasper - -	- - -	3 5 4	
	Coppinger, Richard S. -	- - -	3 8 0	0 0 6
	Ryan, James - -	- - -	2 5 0	
	Allen, Samuel - -	- - -	0 4 8	0 1 4
	Hacket, B. James, & Co. -	- - -	0 18 6	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage. A. R. P.	Yearly Rent. £ s. d.	Rent-charge. £ s. d.
Midleton – *continued.*	Buckley, Richard -	- - -	5 10 10	
	Humphreys, Reps., Daniel	- - -	4 12 4	
	Callaghan, Mathias -	- - -	2 10 0	
	Callaghan, Mathias -	- - -	5 6 2	
	Courtenay, Thomas -	- - -	2 2 0	
	In hand.			
	M'Carthy, Alexander -	- - -	2 7 6	
	Courtenay, Thomas -	- - -	5 10 8	
	In hand, George Swayne, late Tenant.			
	M'Carthy, Alexander -	- - -	0 8 4	
	Coppinger, William Joseph	11 1 12	10 12 4	2 0 4
	Baggs, Reprives., James -	- - -	18 9 2	
	Coppinger, Thomas Stephen	- - -	4 12 4	
	Jones, Rev[d] Francis -	- - -	10 0 0	
	Higgins, John - -	- - -	30 0 0	
	Buckley, Richard -	- - -	6 6 0	0 11 6
	Prendergast, Jane -	- - -	2 15 4	0 15 4
	Twohigg, Ellen and Mary -	- - -	16 16 0	1 14 0
	Greene, Rev[d] William -	- - -	1 7 8	
	Midleton Chapel and Yard	- - -	0 4 8	
	Presentation School -	- - -	0 10 0	
	Callaghan, Mathias -	- - -	4 12 4	
	Humphreys, Reprives., Daniel	- - -	5 3 10	0 10 2
	Callaghan, Mathias -	- - -	27 13 10	1 5 2
	Dineen, Michael -	- - -	3 9 0	
	White, Mathew - -	- - -	2 2 0	
	Greene, Rev[d] William -	- - -	10 0 0	0 9 8
	Barry, Robert - -	- - -	1 0 0	
Pound - -	Shea, John - -	- - -	0 1 0	
Fair Green - -	Flaherty, Jeremiah -	- - -	6 0 0	
	Irvin, John - -	- - -	3 0 0	
	Deashy, Patrick - -	- - -	1 10 0	
	Curtain, William -	- - -	1 10 0	
	In hand, late Michael Walsh.			
	Walsh, Mary.			
School Lands of Midleton.	Turpin, John - -	- - -	18 17 6	2 10 0
Tolls of Midleton -	Keane, Daniel - -	Acreage of Town and Townpark	60 0 0	
	Jones, Rev[d] Francis -	258 3 18	0 1 0	

The Lismota Estate, Limerick.

Part of Lismota -	John Sullivan - -	- - -	51 6 4	
	Denis Madegan - -	- - -	40 7 5	
	Reprives. of John Condon	- - -	42 6 8	
	John Kennedy - -	- - -	40 13 0	
	John Hogan (of Cattle) -	- - -	20 15 3	
	(untenanted) -	- - -	4 5 6	
	Robert O'Dell, Esq[re] -	- - -	54 0 9	
	William Lynch - -	- - -	21 12 6	
	Patrick Hogan - -	- - -	37 17 10	
	John Cornelius Hogan -	- - -	42 2 7	
	Timothy Cronin - -	- - -	26 7 2	
	John and Widow Buckley -	612 3 8	21 0 6	
	Owen Cremin - -	- - -	20 10 3	
	William O'Brien - -	- - -	21 11 3	
	William and Michael M'Carthy	- - -	38 12 9	
	John Hogan (cross) -	- - -	13 4 0	
	James Conway - -	- - -	13 14 10	
	M[r] Mich[l] Sheehy -	- - -	27 15 8	
	William Scanlan, Esq[re] -	- - -	7 12 3	

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Acreage.	Yearly Rent.	Rent-charge.
		A. R. P.	£ s. d.	£ s. d.
Part of Lismota—*continued.*	Reprives. Michael Dore - -	- - -	18 14 4	
	Michael Regan - -	- - -	10 3 10	
	Thomas Hanrahan -	- - -	19 11 7	
	Denis Hogan - -	- - -	21 1 4	
	Thomas Sullivan -	- - -	13 7 4	

And all other the Hereditaments or Estates (if any), of whatever Tenure or Quality the same may be, situate in the several Counties of Cork, Waterford, Limerick, Dublin, or elsewhere in the Kingdom of Ireland, belonging to the Right Honourable George Alan Viscount Midleton, deceased, or over which he had any Power of Disposition by Will or otherwise, with all Rights, Members, and Appurtenances to the said Hereditaments or Estates belonging or appertaining.

SECOND DIVISION.

A STATEMENT of the Personal Estate of the late Viscount Midleton as the same existed at his Decease, and Value as taken for the Purpose of ascertaining the Probate Duty.

	£	s.	d.
Household Furniture, Sculpture, and general Effects at Peper Harow Mansion, as per Inventory - - - - - - - - -	1,849	10	11
Fixtures, &c. - - - - - at ditto - - -	609	10	0
Garden Stock, Plants, &c. - - - at ditto - - -	185	9	6
Linen, China, Glass, and Earthenware - - at ditto - - -	243	11	6
Books, illustrated Works, Maps, &c. - - at ditto - - -	929	12	6
Paintings and Prints - - - at ditto - - -	969	13	0
Wearing Apparel - - - - at ditto - - -	86	13	6
Wine and other Liquors, Beer, &c. - - at ditto - - -	272	2	6
Horses and Carriages - - - at ditto - - -	250	0	0
Farming Stock and Implements of Husbandry - at ditto - - -	1,922	10	2
Live Stock - - - - at ditto - - -	1,614	1	0
Deer, Pack of Hounds, Dogs, &c. - - at ditto - - -	551	6	0
Timber Materials, Iron Hurdles, &c. - - at ditto - - -	577	19	6
Plate at Peper Harow - - - - - - -	612	5	0
The like - - - - - - - -	41	5	0
Dressing Case - - - - at ditto - - -	20	0	0
Plate at Messrs. Garrard's, Panton Street - - - - -	325	15	0
Pianoforte at Messrs. Broadwood's - - - - - -	70	0	0
Wine at George Dickin and Co.'s, Queen Street, Cheapside - - -	317	1	10
Furniture at Messrs. Gillow's, Oxford Street - - - - -	522	0	0
Arrears of Rent due in respect of the Surrey Estates at the Death of the late Viscount Midleton - - - - - -	1,034	2	7
Ditto - in respect of the Cork, Waterford, and Dublin Estates -	17,266	1	11
Ditto - - Cove, Kilgarvon, and Ringmeen - -	737	7	1
Ditto - - Town, &c. of Midleton - - -	402	3	0
Balance at Messrs. Child and Co.'s at the Death, on separate Account - -	5,237	18	9
Ditto - - - - on general Account - -	3,797	17	5
Ditto at Messrs. Mellersh and Co.'s, Godalming - - -	230	0	0
£	40,676	7	8
Upon the Death of Richard Benyon de Beauvoir, Esq^re, a Sum of Money will be payable to the Estate of the late Viscount Midleton, which it is believed will amount to about - - - - - - - -	10,000	0	0
£	50,676	7	8

The SECOND SCHEDULE in the foregoing Act referred to.

FIRST DIVISION.

List of gross Charges on the Real Estate.

Amount.	Persons entitled to the Charge.	Date and Nature of Security.	Estates subject to Charge.
£ 15,000	The Daughters of George late Viscount Midleton.	Settlement of 25 May 1797.	The Manor, Corporation, Town, and Lands of Midleton; the Town and Lands of Ballyanan, with the Deer Park thereunto adjoining, and other Lands therein described, all lying and being in the Baronies of Barrymore and Imokelly in the County of Cork; also the Town and Lands of Ballygannimore and Parkinpiske South, Butler's Town, Ringmeen, Cahirmone, and other Lands therein described; the Town and Lands of Cove and Kilgarvon, and other Lands lying and being in the said County of Cork, and in divers other Baronies besides Imokilly and Barrymore. The Manor of Peper Harow in the County of Surrey. The Advowson and Right of Presentation to the Parish Church of Peper Harow. The Mansion House called Peper Harow, with the Park, Gardens, &c., and the Lands thereto belonging, situate in the Parishes of Peper Harow, Witley, and Oxenford in the said County of Surrey, and all other Lands which devolved upon the said George Viscount Midleton by virtue of a certain Settlement made in the Year 1752.
20,000	Messrs. Child & Co.	Mortgage of 18th January 1844.	The Manor of Cosford at Thursley, Surrey. The Farm of Cosford and Hill Farms, and Berrylands (small Part Leasehold), Embley and Bowlhead Green, Pithouse Lands, and Boundless Upper Hole or Upper Dean (small Part Leasehold), Highfields, Vanners, Bagley, and Blundells, Leaseholds for Lives under the Dean and Chapter of Chichester (One Moiety of Pithouse 71A.2R.23P.; Derryhouse and Highcombe Bottom, together 1,192A.3R.18P.)
4,000	Joseph James and Foster Reynolds.	Mortgage of 16th September 1844.	Collins Field, containing 4A. 3R. 0P., situate at Thursley in the County of Surrey. Messuage, Farm, and Lands called Bedfads, situate in Thursley, containing 22 Acres or thereabouts. Wheeler's Farm, in Thursley aforesaid, containing 24 Acres or thereabouts. Messuage, Garden, and Orchard in Thursley, and Two Pieces of Land called Carthouse Field and Butcher's Field, and the Great and Rectorial Tithes thereof. Three Messuages in Thursley aforesaid. Messuage, Farm, and Lands in Thursley aforesaid called Standishes, containing 17 Acres or thereabouts. Bedfords, in Thursley aforesaid, containing 1A.3R.20P., and other small Holdings in Thursley aforesaid.
8,000	Frederick Robinson and FrancisBarlow Robinson.	EquitableCharge by Agreement of8thJuly1848.	The Townlands, Hereditaments, and Premises, and other the Estate of the late Viscount Midleton, situate in the Barony of Glenahirey in the County of Waterford, and called or known by the Name of Baunfane, Silliheens, Gashey, and Small Quarter.
5,000	Messrs. Child & Co.	EquitableCharge by Agreement of 18thSeptember 1848.	A sufficient Part of the Lands, Tenements, Hereditaments, and Premises of the late Viscount Midleton in Ireland.

Viscount Midleton's Estate.

List of Annuities charged on Real Estates.

Annual Amount.	Persons entitled to Annuities.	Date and Nature of Security.	Estates subject to Annuity.
£			
1,200	Maria Dowager Viscountess Midleton.	Settlement of 25th May 1797.	The same Estates as are charged with the Sum of 15,000*l.* for the Portions of the Daughters of George late Viscount Midleton.
200	The Honourable Frances Ann Thomas.	Will of George Viscount Midleton of 5th July 1833.	Manor of Moushill, and all the Messuages, Farms, Lands, and Hereditaments of the said George Viscount Midleton situate in the Parishes of Peper Harow, Godalming, and Witley, or in any other Parishes thereto near or adjoining, in the County of Surrey, which he had purchased, and not included in the Settlement of 25th May 1797.
50	Richard Stilwell	Same Will -	Charged on same Premises.
50	Mr. Maunder -	- - -	The Estate at Cosford in the Parish of Thursley was purchased subject to this Annuity.
1,000	Ellen Dowager Viscountess Midleton.	Deed of Covenant of 30th January 1837.	A sufficient Part of the Estates in the Baronies of Barrymore and Imokilly in the County of Cork, which shall be of the net annual Value of 1,500*l.*
460	Maria Dowager Viscountess Midleton.	Deed of Covenant of 1st May 1839.	Not charged on any of the Estates.
100	Mr. John Brodrick.		

SECOND DIVISION.

List of other Specialty Debts.

Amount.	Creditor.	Date and Nature of Security.
£		
10,000	Maria Dowager Viscountess Midleton -	Bond, dated 1839.
10,000	Charles Viscount Midleton - -	Bond, dated 29th September 1838.
10,000	William Frederick Beadon - -	Bond, dated 6th May 1841, on which an Action was brought and Judgment obtained in 1848.
5,000	Revd. William Lawrence Elliot -	Bond, dated 1841.
3,000	Revd. Lancelot Bellas - -	Bond, dated 14th September 1848.

The

The THIRD SCHEDULE to which the foregoing Act refers.

Denominations.	Tenants Names.	Parish.	Quantity.	Letting, with Date and Term.	Yearly Rents.
			A. R. P.		£ s. d.
Cahirmone Demesne.	In hand - -	- -	163 2 0	- - -	In hand.
Cahirmone Deer Park	William Gaggin and Wife, the Representatives of George Lukey -	- -	103 1 20	Lease for Three Lives from 1 May 1824 -	124 1 0
	Daniel Keane -	- -	8 1 33	Lease for Three Lives, from d°	10 18 8
			275 1 13		
Killeagh -	Henry Nelson Welland	- -	419 3 22	Lease for Three Lives, from 1 May 1824 -	346 19 2
Dunsford -	Lawrence Smithwick	- -	70 0 0	Yearly Tenant -	101 0 10
	Ditto - -	- -	65 2 0	Yearly Tenant -	100 0 0
			135 2 0		
	Michael Smithwick -	- -	23 2 17	Lease for Three Lives, from 25 March 1817 -	20 6 2
	Ditto - -	- -	10 1 23	Yearly Tenant -	9 9 2
Carrigshean -	Both, late Edmond Smithwick. Anastatia Mulcahy	Midleton -	31 1 15	Yearly Tenant -	18 12 0
	Ditto - -			Yearly Tenant -	9 4 10
	Both, late John and Timothy Mulcahy, Patrick Smithwick	- -	40 3 0	Lease for Three Lives, from 25 March 1824 -	37 12 4
	Patrick Smithwick -	- -	18 0 15	Lease for Three Lives, from 25 March 1809 -	20 17 6
	Edmond Mornane and Partners - -	- -	82 0 27	- - -	60 0 0
	Hennessy and Partners	- -	69 0 16	- - -	55 7 8
			275 1 33		
	Patrick M'Carthy -	- -	120 3 17	Lease for Three Lives, from 25 March 1809 -	153 4 0
	William Barry -	- -	3 0 15	Ditto ditto -	4 4 0
Castle Redmond:	The Miss Bostons, Representatives of the late George Boston	- -	70 3 20	Yearly Tenant -	54 9 0
	Margaret Shea -	- -	13 0 14	Yearly Tenant -	18 2 6
	John Smithwick (of Whiterock) -	- -	7 3 25	Lease for Three Lives, from 25 March 1809 -	8 6 2
	William Murnane -	- -	5 3 15	Ditto ditto -	8 1 8

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Parish.	Quantity.	Letting, with Date and Term.	Yearly Rents.
			A. R. P.		£ s. d.
Castle Redmond—*continued.*	William Murnane (late Murnane and Barrington) -	- -	8 0 25	Yearly Tenant -	12 18 2
	James Horan (late Welland) - -	- -	0 3 9	Yearly Tenant -	3 10 0
	Stanton and Murnane (late Richard Scanlan) - -	- -	42 1 30	Lease for Three Lives, from 25 March 1809 -	27 13 10
	Peter Hickie (late Goold, and formerly Rev^{d} John Swayne)	- -	63 1 8	Yearly Tenant -	130 0 0
Broomfield -	Representatives of DanielHumphreys (late Marcus Lynch) - -	- -	131 1 25	For the Life of MarcusLynch, and 41 Years in reversion, from 25 March 1801 - -	105 0 0
	Samuel Moore -	- -	205 0 0	Yearly Tenant -	180 0 0
	Stanton, David, Ellen, and Elizabeth -	- -	67 1 32	Yearly Tenants -	84 10 0
	In hand - -	- -	89 2 6		
	Cardin, John -	- -	8 1 11	Lease for Three Lives - -	12 0 0
	Leahy, Ellen -	- -	10 1 0	- - -	15 0 0
	Moore, Daniel -	- -	85 0 18	- - -	158 12 0
	Smithwick, Thomas -	- -	38 0 17	- - -	60 0 0
		Midleton -	635 0 29		
Coppingerstown.	Thomas J. Coppinger	- -	73 0 32 3 1 12	Yearly Tenant -	84 4 4
	Michael and Patrick Ahern - -	- -	64 3 18	Lease for Three Lives, from 25 March 1805 -	74 16 8
	Lawrence Kelcher and Partners -	- -	106 1 25	Lease for Three Lives, from 25 March 1797 -	122 15 6
			247 3 7		
Whiterock -	Patrick Walsh -	- - -	-	- - -	20 10 0
	Edmond Kirby -	- - -	-	- - -	15 0 0
	Jeremiah Callaghan	- - -	-	- - -	11 0 0
	William Kealy -	- - -	81 2 23	Yearly Tenants -	25 0 0
	James Moreen -	- - -	-	- - -	15 7 10
	Jeremiah Donovan -	- - -	-	- - -	15 2 2
	Patrick Callaghan -	- - -	-	- - -	11 0 0
	John Smithwick -	- - -	29 3 22	Yearly Tenants -	36 18 6
	Patrick Ahern -	- - -	-	- - -	22 10 0
	Michael Ahern -	- - -	-	- - -	22 0 0
	William Connell -	- - -	68 0 36	Yearly Tenants -	18 0 0
	John Connell -	- - -	-	- - -	10 0 0
	Patrick Connell -	- - -	-	- - -	17 0 0
			179 2 1		

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Parish.	Quantity.	Letting, with Date and Term.	Yearly Rents.
			A. R. P.		£ s. d.
Carrigmimoe	Jeremiah Donovan -	- -	27 0 0	Yearly Tenants -	18 19 6
	Joseph Moreen -	- -			9 8 10
				N.B.—The Rents of Whiterock are inclusive of Tithe Rent.	
Ballyedikin -	Representatives of Daniel Humphreys	- -	194 0 21	Yearly Tenant -	180 0 0
	Captn John Leech -	Midleton - -	52 0 2	Lease for Three Lives, from 1 Nov. 1824	28 16 2
			246 0 23		
Butlerstown -	Daniel Keane -	- -	- -	- - -	136 0 0
	Patrick Jeremiah Callaghan -	- -	167 2 28	Yearly Tenants -	16 0 0
	Joseph Moreen -	- -	-	- - -	8 0 0
Knockangriffin.	John Carden (late Hoare, formerly Parker) - -	- -	87 0 20	Lease for Lives, from 25 March 1807 - -	140 14 8
	Honoria Moore -	- -	66 1 8	Yearly Tenant -	71 11 0
	William Moore -	- -	26 3 36	Yearly Tenant -	25 0 0
	Michael Moore -	- -	35 0 0		32 14 8
	Matthias Callaghan -	- -	51 2 33	- - -	80 0 0
	Fitzgibbon, Michael	- -	20 2 6	- - -	37 12 5
	Walsh, John -	- -	46 2 28	- - -	84 19 9
			334 0 11		
Garryduffe -	James Adams -	Mogeesha	232 18 0	Yearly Tenant -	350 0 0
Ballyannanwood.	In hand - -	- -	58 0 8		
Part of Ballyannan.	John Delany -	- -	292 2 10	Lease for Three Lives, from 1st May 1785 -	230 15 4
			350 2 18		
Part of ditto and Baneshane -	Delany and Fitzgerald - -	- -	246 0 6	Lease for Three Lives, from 1st May 1812 -	154 3 0
Gurteneena -	Charles M'Carthy and Partners -	Cloyne, in part Balloughtra -	167 0 33	Yearly Tenants -	103 4 4
Killorogo, West -	Timothy M'Carthy -		169 2 26	Lease for Three Lives, from 1st May 1817 -	101 10 8

(*continued*)

Viscount Midleton's Estate.

Denominations.	Tenants Names.	Parish.	Quantity.	Letting, with Date and Term.	Yearly Rents.
			A. R. P.		£ s. d.
Killorogo, East	Michael M'Carthy	-	74 1 36	Lease for Three Lives, from 25 March 1809	78 4 0
	Richard Ahern	-	-	-	53 6 8
	William Ahern	-	-	-	81 6 8
	David Bourke	-	-	-	40 16 0
	Mary Bourke	-	-	-	33 13 4
	Richard Bourke	-	427 0 30	Yearly Tenants	22 17 4
	John M'Carthy	-	-	-	23 10 0
	Edmond Connell	-	-	-	37 10 0
	John Connell	-	-	-	37 10 0
	William Connell	-	-	-	37 10 0
Farrentherensure.	Richard Collins	-	127 1 14	Yearly Tenant	60 0 0
			958 3 33		

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