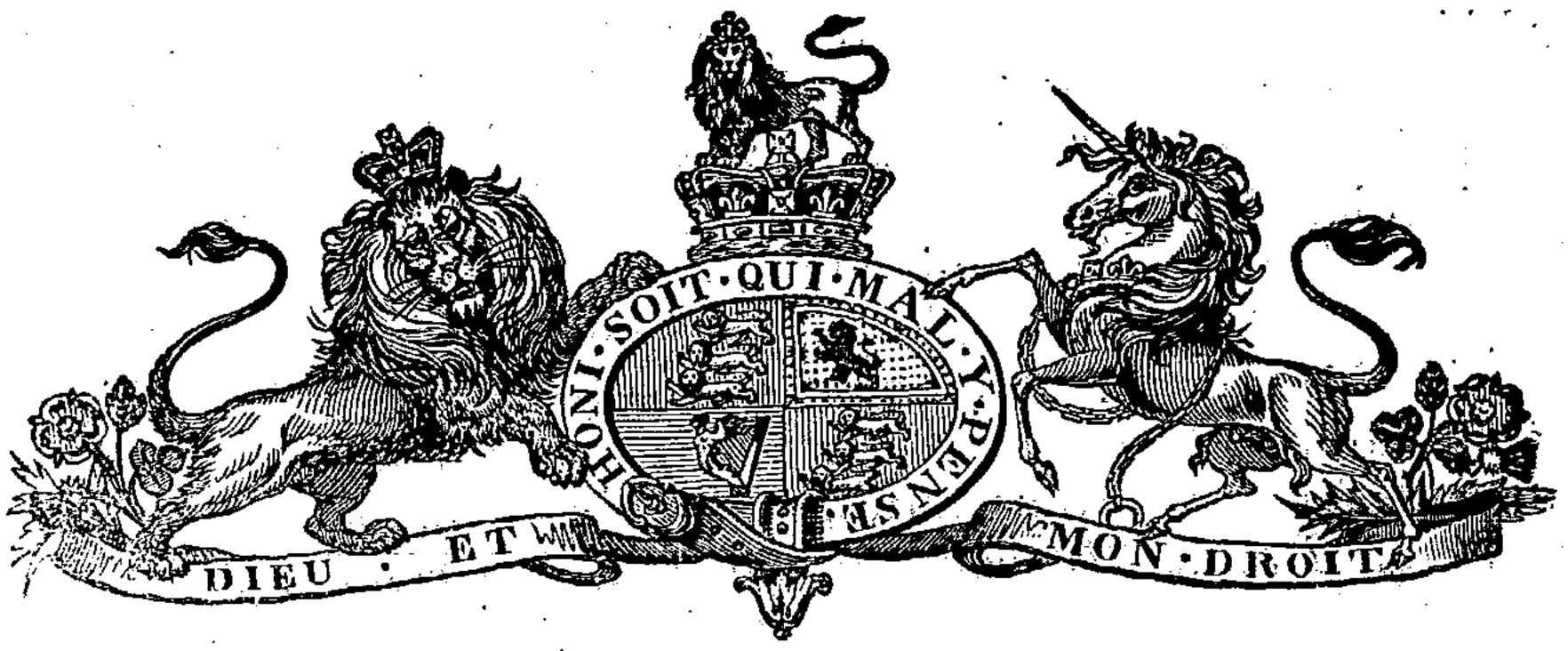



ANNO OCTAVO & NONO

# VICTORIÆ REGINÆ.

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the *Carrentalls*, *Inver*, and *Monkland*, and all those the Manors or Lordships or reputed Manors or Lordships of *Moylinny*, *Ballylinny*, *Castle Chichester*, *Antrim*, and *Island Magee*, and also all those the Castles of *Olderfleet*, *Castle Chichester*, and *Portmuck*, and all and singular the Towns, Vills, Lands, and Tenements of and belonging legally or equitably to them the said Marquis of *Donegall* and Earl of *Belfast*, or either of them, situate within the said Manors of *Moylinny* or *Ballylinny*, *Castle Chichester*, *Antrim*, and *Island Magee* aforesaid, or within the Sites of the dissōlved Priories, Monasteries, or Abbeys of *Massareene Saint Patrick of Downe*, *Woodburne* otherwise *Goodburn*, *Bangor*, and the *Blessed Virgin Mary of Dysart* otherwise *Kells Invar*, *Saint Augustine* or the late Hospital of *Saint John of Jerusalem*, or either of them, or within the Bounds or Precincts of any of them, or of the Territories then or theretofore known by the Names of *Magherymorne*, *Clandermot*, and the *Lower Clandeboys*, or within the several Parishes of *Shankhill* otherwise *Belfast*, *Drumbeg*, *Carmony*, *Templepatrick*, *Antrim*, *Donegor*, *Rashee*, *Balleaston*, *Ballylinny*, *Invar*, *Dough*, *Connor* otherwise *Conner*, *Cuville* otherwise *Coole*, *Glynne*, *Ballymartin*, *Killeriogh* otherwise *Kilroot*, *Moyoliste*, *Dunean* otherwise *Dunisne* otherwise *Dunea*, *Dromald* otherwise *Dromolagh* otherwise *Drumall*, *Ballymenagh*, *Skerries*, *Racavan*, *Ballycor*, *Ballyprior*, *Ballydon*, *Crankill*, *Clandermot*, *Cranoge*, and *Larne* in the said County of *Antrim*, or any of them, and also all that Bog or Moss called the *King's Bog* otherwise *Earl's Bog* adjoining to the Townland of *Ballyearl*, and also all that the River *Lagan* and the Ground and Soil thereof, all that Lough, Lake, or Pool of Water called or known by the Name of *Loughneagh* otherwise *Lough Sidney* otherwise *Lough Chichester*, and the Ground and Soil of the Lough, Lake, or Pool, and likewise the River *Bann* from the said Lough to the Salmon Leap of *Coleraine*, and also all that Island called *Magneys Island* otherwise called *Island Magee*, the Island of *Troughnebradden* and *Portmuck*, and the Islands of and in the Lake or Pool called *Loughneagh* otherwise *Lough Sidney* otherwise *Lough Chichester*, and in the River *Bann*, and all those the Rectories Impropriate and Rectorial Tithes of and in *Shankill* otherwise *Belfast Grange*, *Ballymenagh*, *Antrim*, *Ballylinny*, *Moyalisk*, *Moylinny*, *Glynn*, *Templepatrick*, *Cuvill* otherwise *Cool*, *Carmony*, *Dunean*, *Drumail*, *Dougli*, *Connor*, *Kilroot*, *Drumbeg*, *Kells*, *Clandermot*, *Cranoge*, and *Maugherry-Maune*, and those the Advowson, Rights of Patronage and Presentation of, in, and to the Rectories, Vicarages, and Churches of *Shankill* otherwise *Belfast*, *Dunean*, *Drumaull* otherwise *Drumcall*, *Carmony*, *Antrim*, *Glynn*, *Templepatrick*, *Skerries*, and *Racavan*, *Ballynamenagh*, *Grange*, *Cool*, *Dough*, *Connor*, *Kilroot*, *Cranoge*, with their and every of their Rights, Royalties, Members, and Appurtenances, all which Castles, Manors, Territories, Lands, Rectories, Advowsons, and other the Premises are situate, lying, and being in the said County of *Antrim*, and also all those the Castles of *Joymount*, *Britlett*, and *Dobbyns* in the County of the Town of *Carrickfergus*, and also all those the Manor of *Joymount* within the same County, with its Rights, Members, and Appurtenances and also all those the Sites of the late dissolved Priory of *Saint Francis* and Monastery of *Woodburne* otherwise *Goodburn*, within the Town

of *Carrickfergus* and Liberties thereof, and all and singular the Messuages, Mills, Tofts, Lands, and Tenements whatsoever of or belonging legally or equitably to the said Marquis of *Donegall* and Earl of *Belfast*, or either of them, situate, lying, and being in the said Town of *Carrickfergus*, or in the Towns, Villages, or Hamlets, Precincts, or Places called *Marshall's Town*, *Crossmory*, and *Stradnahanna*, or elsewhere in the said County of the Town of *Carrickfergus* or within the Liberties thereof, and also all that the Townland of *Ballynafeigh*, situate, lying, and being in the Parish of *Knock* otherwise *Knockbreda*, in the County of *Down*, with the Rights, Members, and Appurtenances, and also all those the Barony of *Enishowen*, and all those the Castles of *Ellogh* otherwise *Elog*, *Bonecranagh*, *White Castle*, *Green Castle*, *Red Castle* otherwise *Carrickmaquivellen*, *Buncranagh*, and *Manlyn* otherwise *Malin*, and also all those the several Manors or Lordships, or reputed Manors or Lordships of *Ellogh* otherwise *Elog*, *Bonecranagh*, *Green Castle*, and *Manlyn* otherwise *Malin*, situate and being within the said Barony of *Enishowen*, and all and singular the Quarter Lands, Trians, Ballyboes, Islands, and other Lands and Tenements belonging to the said *George Augustus* Marquis of *Donegall* and Earl of *Belfast*, or either of them, lying and being within the said Manors or Baronies, or within the Parishes of *Templemore*, *Fahan*, *Dessertegny*, *Clonca*, *Culdagh*, *Clonmoney*, *Donagh*, and *Moville*, or any or either of them, within the said Barony of *Enishowen* and Parishes aforesaid, or any of them, together with the Island of *Instrahul* and *Glasshedy*, and *O'Dogherty's Country*, and the several Islands of and in the Loughs called *Loughfoyle* and *Loughswilly*, and also all those the Advowsons and Rights of Patronage and Presentation of, in, and to the Rectories and Churches of *Culdafgha* otherwise *Culdagh*, *Cloncagha* otherwise *Clonca*, *Donagh*, *Clonmoney*, *Dessertegny*, in the said Barony of *Enishowen*, with their and every of their Rights, Members, and Appurtenances, the Ferry and Ferryage of *Green Castle*, free Fishing in *Boncranagh* and *Strabeage* otherwise *Starbeage* otherwise *Strathbeggy*, as also the Right to Four Salmon every Day taken at *Culmore* during the Season for catching the same, which said Barony of *Enishowen*, and all and singular other the Castles, Manors, Lands, Advowsons, and Premises last herein-before mentioned, were by the said Indenture recited to be situate, lying, and being in the Counties of *Donegall* and *Londonderry*, or one of them, with their Appurtenances, and also all and singular other the Castles, Baronies, Towns, Manors, Messuages, Mills, Lands, Territories, Islands, Bogs, Mosses, Loughs, Lakes, Pools, Rivers, Fisheries, Rectories, Advowsons, Tithes, Tenements, and Hereditaments whatsoever of or belonging to the said Marquis of *Donegall* and Earl of *Belfast*, or either of them, situate in the several Counties of *Antrim*, *Down*, *Carrickfergus*, *Donegall*, and *Londonderry*, or any of them, were limited to the Use of the said *Philip Whitfield Harvey*, his Heirs and Assigns, upon trust to raise and pay to the said *Andrew Denis O'Kelly*, his Heirs, Executors, Administrators, and Assigns, the Sum of Twenty-seven thousand nine hundred and thirty-four Pounds Twelve Shillings and Four-pence Sterling, with Interest for the same at the Rate of Six Pounds by the One hundred Pounds, and subject thereto then to such Uses, or upon such Trusts, and subject to, by, and under such Powers, Provisoes, Conditions,

Conditions, Restrictions, Limitations, Charges, Incumbrances, and Declarations, as the said *George Augustus* Marquis of *Donegall* and the said *George Hamilton Chichester* Earl of *Belfast* should from Time to Time or at any Time or Times thereafter during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, sealed and delivered by them the said *George Augustus* Marquis of *Donegall* and *George Hamilton Chichester* Earl of *Belfast*, in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint: And whereas by Indenture bearing Date the Twenty-sixth Day of *October* One thousand eight hundred and twenty-two, made between the said *George Augustus* Marquis of *Donegall* and the said *George Hamilton Chichester* Earl of *Belfast* of the First Part, Sir *Stephen May* Baronet of the Second Part, and *David Gordon*, *Narcissus Batt*, *John Holmes Houston*, and *Robert Batt*, Bankers, of the Third Part, the said Marquis and Earl, in pursuance of the last-mentioned Power, appointed all that and those the Castles of *Joymount*, *Britlett*, and *Dobbyns* in the County of the Town of *Carrickfergus*, and also all those the Manor of *Joymount* within the said County, with the Rights, Members, and Appurtenances, and also all those the Sites of the late dissolved Priory of *Saint Francis* and Monastery of *Woodburn* otherwise *Goodburn*, within the Town of *Carrickfergus* and Liberties thereof, and all and singular Messuages, Mills, Tofts, Lands, and Tenements whatsoever of or belonging, legally or equitably, to the said Marquis and Earl, or either of them, in, out of, or appurtenant thereto, situate, lying, and being in the said Town of *Carrickfergus*, or in the Towns, Villages, or Hamlets, Precincts or Places, called *Marshall's Town*, *Crosmory*, and *Stradnahanna*, or elsewhere in the said County of the Town of *Carrickfergus*, or within the Liberties thereof, and also all that the Town Lands of *Ballynafeigh*, situate, lying, and being in the Parish of *Knock* otherwise *Knockbreda* in the County of *Down*, with the Rights, Members, and Appurtenances thereto belonging, to the Use of the said *David Gordon*, *Narcissas Batt*, *John Holmes Houston*, and *Robert Batt*, their Heirs and Assigns for ever, by way of Mortgage, for securing the Repayment of the Sum of Three thousand Pounds late *Irish* Currency, and Interest, in manner therein mentioned: And whereas by Indenture of Settlement bearing Date the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, and made between the said *George Augustus* Marquis of *Donegall* of the First Part, the said *George Hamilton Chichester* Earl of *Belfast* of the Second Part, *John M'Cance* and *John Agnew* Esquires, of the Third Part, the Reverend *Arthur Chichester Macartney* Clerk, and *James Watson* Esquire, of the Fourth Part, *Thomas Verner* and *Andrew Alexander* Esquires, of the Fifth Part, the Right Honourable Lord Baron *Dufferin* and the said Sir *Stephen May* of the Sixth Part, and the Most Honourable *John Loftus Loftus* Marquis of *Ely* and *Charles Henry Tottenham* Esquire of the Seventh Part, after reciting the said recited Indenture of Bargain and Sale of the Twelfth Day of *February* One thousand eight hundred and nineteen, and the said Recoveries suffered in pursuance thereof, to the Effect herein-before recited; and also reciting that by Indentures of the First Day of *March* and Nineteenth Day

Mortgage of the 26th Oct. 1822 to secure 3,000*l.* late Irish Currency to Messrs. Batt.

Family Settlement of 28th Oct. 1822.

Day of *May* One thousand eight hundred and nineteen certain Parts of the said Hereditaments and Premises were subjected to and charged with a certain Sum of Money payable to *Adam Mac Lean*, to which, or so much thereof as then remained due, Parts of the said Hereditaments and Premises were then subject and liable to, as well as the Sum which might appear due to the said *Andrew Denis O'Kelly*, so as aforesaid secured to him by the said Indenture of the Twelfth Day of *February* One thousand eight hundred and nineteen, besides which the same were alleged to have been subject and liable to several other Charges and Incumbrances claimed to have been created by the said *George Augustus* Marquis of *Donegall*, but which were alleged by him to have been obtained by Fraud and Imposition, and the Fairness and Validity of which was contested by him, and several Suits were then depending respecting some of the said alleged Charges and Incumbrances, and it was apprehended that further Suits might be instituted respecting others of them, with a view to forcing the said Marquis, by the Weight of Litigation, to submit to Claims which he contended were altogether fraudulent; and also reciting that the said *George Augustus* Marquis of *Donegall* and *George Hamilton Chichester* Earl of *Belfast* had then lately entered into an Agreement for a Family Arrangement between them respecting the said Hereditaments and Premises, and in order to carry the same into effect had agreed, pursuant to the Power and Authority reserved and given to them in and by the said Indenture of the Twelfth Day of *February* One thousand eight hundred and nineteen, to direct, declare, and appoint the several Uses, Trusts, Intents, and Purposes to and upon which the said Hereditaments and Premises should be and stand limited, subject however as in the said Indenture of the Twelfth Day of *February* One thousand eight hundred and nineteen is mentioned, and under and subject also to the several Powers, Provisoes, Declarations, and Agreements herein-after expressed and declared of and concerning the same; the said Castles, Manors, Baronies, Towns, Lands, Advowsons, Tithes, Tenements, Royalties, Hereditaments, and all other the Premises aforesaid comprised in the said Indenture of the Twelfth Day of *February* One thousand eight hundred and nineteen, and thereby bargained and sold, or intended so to be, together with the Appurtenances, were, in pursuance of the last-mentioned Power, appointed by the said *George Augustus* Marquis of *Donegall* and *George Hamilton Chichester* Earl of *Belfast*, to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoes, Conditions, Declarations, and Agreements in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two declared and contained concerning the same, and herein-after in part recited; that is to say, to certain Uses which have determined by the Death of the said *George Augustus* Marquis of *Donegall*, and, subject thereto, to the Use of the said *Arthur Chichester Macartney* and *James Watson*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day next before the Day of the Date of the said Indenture of Settlement now in recital, without Impeachment of Waste, upon the several Trusts therein-after expressed and declared,

and herein-after in part recited or noticed, and, subject thereto, to the Use of the said Marquis of *Donegall* and his Assigns during the Term of his natural Life, without Impeachment of Waste, and after his Decease to the Use and Intent that the Most Honourable *Anna* Marchioness of *Donegall*, in case she should survive the said Marquis, and her Assigns, should, after the Decease of the said Marquis, yearly have, receive, and enjoy, during the Term of her natural Life, an annual Sum or yearly Rent-charge of Three thousand Pounds *Irish* Currency, to be yearly issuing and payable in manner therein mentioned, such yearly Rent-charge or Sum to be in full for the Jointure of the said Marchioness, and in bar of Dower, and immediately after the Decease of the said Marquis of *Donegall* to the Use of the said Lord *Dufferin* and Sir *Stephen May*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, without Impeachment of Waste, upon certain Trusts for better securing the said last-mentioned yearly Rent-charge or Sum, and, subject to the Limitations aforesaid, to the Use of the said Marquis of *Ely* and *Charles Henry Tottenham*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years then next ensuing, without Impeachment of Waste, upon the several Trusts therein-after expressed and declared, and herein-after in part recited or noticed, and, subject thereto, to the Use of the said *George Hamilton Chichester* Earl of *Belfast* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *John M'Cance* and *John Agnew* and their Heirs, during the natural Life of the said Earl of *Belfast*, upon trust to support contingent Remainders, with Remainder to the Use of the First and other Sons of the said *George Hamilton Chichester* Earl of *Belfast* successively in Tail Male, with Remainder to the Use of the Right Honourable *Edward Chichester* commonly called Lord *Edward Chichester*, the Second Son of the said *George Augustus* Marquis of *Donegall*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of Trustees and their Heirs during the natural Life of the said Lord *Edward Chichester*, upon trust to support contingent Remainders, with Remainder to the Use of the First and other Sons of the said Lord *Edward Chichester* successively in Tail Male, with divers Remainders over; and by the said Indenture now in recital it was declared and agreed, that it should and might be lawful to and for the said *George Augustus* Marquis of *Donegall*, from Time to Time and at all Times thereafter during his Life, by Indenture or Indentures under his Hand and Seal, to be attested by Two or more credible Witnesses, to demise all and every or any Part of the said Hereditaments and Premises, with the Appurtenances, thereby limited or appointed, or mentioned or intended so to be, save and except such Parts thereof as were situate in the County of the Town of *Carrickfergus* or within the Liberties thereof, and to renew any of the Leases thereof then in existence, save and except of the Parts thereof in the said County of the Town of *Carrickfergus*, and to accept Surrenders of all or any of the present Leases thereof, save as aforesaid, which were then in existence, and to grant new Leases thereof and of every or any Part thereof, such new Leases to take effect either in possession or in reversion, or at the Expiration of the existing Leases thereof, without Surrender of such existing Leases,

Leases, and to be for any Term or Terms of Lives or Years, with or without Covenant for perpetual Renewal, and to accept Fines for the making, granting, or renewing of the said Leases, such Fines to be applied in the Manner therein-after mentioned, so that in all and every of such Lease or Leases of any Tenements or Premises which were then held by Leases or Lease, or in the Possession of Tenants, the Rent reserved by such new Lease or Leases should not be less than the Rent then paid or payable out of the same Premises respectively, and so as the same should be reserved and made payable during the Continuance of every such new Lease or Leases as should be incident to the Reversion expectant thereon, and so as that such new Lease and Leases respectively should contain the usual Powers of Distress and Re-entry for Nonpayment of Rent, and the usual Clauses, Covenants, and Provisoes binding the Lessee or Tenant to the Payment of the Rent and Performance of the Services and Covenants therein contained; provided also, that the full Amount of the Fine to be paid or given upon the granting every such new Lease should be truly stated in such Lease; and provided also, that the whole Amount of such Fine should be paid to the said *Arthur Chichester Macartney* and *James Watson*, or to One of them, or to such other Trustee or Trustees as should be thereafter appointed in the Place and Stead of them or either of them, or to his or their Order; and it was declared and agreed by and between the said Marquis and Earl, Parties thereto, that the Receipt or Receipts of the said *Arthur Chichester Macartney* and *James Watson*, or either of them, or of such other Trustee or Trustees as should be appointed in the Room or Stead of them or either of them, as therein mentioned, whether in the Body of the Lease or as a separate Writing, should be a full and sufficient Discharge to the Tenant or Tenants, Lessee or Lessees paying such Fine for the Payment thereof, and that no Person or Persons obtaining such Receipt or Receipts from the said *Arthur Chichester Macartney* and *James Watson*, or either of them, or from such Trustee or Trustees as should be appointed in their or either of their Room, should be in anywise answerable for the Misapplication or Nonapplication of the said Fine or Fines, nor should the Lease or Leases so to be obtained by them be in any way liable to be impeached, defeated, or rendered void in consequence of any Breach of Trust or exceeding in their Power and Authority by the said Trustees or either of them, or by any other Trustee or Trustees to be appointed in the Room and Stead of them or either of them, or by means of a larger Sum being raised than the Sum of Two hundred and seventeen thousand Pounds, therein mentioned; and it was thereby further declared and agreed, that by means of the said Renewal Fines, or Sums to be received by granting such Leases in reversion as aforesaid, or by Mortgage for the said Term of One thousand Years of all or any Part of the Hereditaments and Premises comprised therein, or by all the said Means, if necessary, a Sum of Two hundred and seventeen thousand Pounds in the whole should be raised, with all convenient Speed, and should form a Fund to be applied and disposed of by the said *Arthur Chichester Macartney* and *James Watson*, or the Survivor of them, the Executors or Administrators of such Survivor, or by such other Trustee or Trustees as should be appointed as aforesaid in the Room or Stead of them or either of them,

them, in manner therein-after particularly mentioned and thereby directed; and it was by the said Indenture further provided, that if in the Progress of any of the Suits therein referred to, or in the Investigation of any of the Demands already made or thereafter to be made upon the said Marquis, or sought to be charged upon the said Hereditaments and Premises aforesaid, or any Part of them, it should appear to the said Trustees that the said Suits or Demands, or any of them, could be compromised or compounded upon such Terms as that it should in their Judgment be better, for Peace Sake, and in order to avoid the Expence of Litigation respecting them, to compromise or compound the same, than to persevere in or commence or defend any Suit or Suits commenced or to be commenced on the Subject of them, then and so often as it should so appear to the said Trustees, and as they should so judge, it should be lawful to and for the said Trustees, on the Request of the said Marquis of *Donegall*, or with his Consent and Approbation, to lay the Circumstances of every such Suit or Demand, and the Terms on which the same could be compounded or compromised, before *Thomas Ellis* and *Thomas Ball* Esquires, then Two of the Masters of His Majesty's Court of Chancery in *Ireland*, or before any other Master or Masters of the said Court to be named in the Place or Stead of them or either of them, in case they or either of them should not find it convenient to act in the Business, and on the Request or with the Consent of the said Marquis of *Donegall*, and with the Approbation of the said *Thomas Ellis* and *Thomas Ball*, or of any other Master or Masters of the said Court to be named in the Place of them or either of them as aforesaid, to be for every such Purpose expressed in Writing, but not without such Approbation, to compound or compromise any such Demand or Demands on such Terms as should be expressed in the written Approbation of the said Two Masters of the Court of Chancery or of any Two Masters of the said Court so to be named as aforesaid; and upon the further Trust as to the Sum of Two hundred and seventeen thousand Pounds, therein mentioned, or such Part thereof as should have been raised, and should not have been applied in manner therein mentioned, on the Request of the said Marquis of *Donegall*, and with such Approbation as aforesaid, to pay and apply all or any Part thereof which should so remain after Performance of the Trusts aforesaid to such Purpose or Purposes, and from Time to Time, as the said Marquis of *Donegall*, with the Consent, Concurrence, and Approbation of the said *Thomas Ellis* and *Thomas Ball* Esquires, or the Survivor of them, or of any other Master or Masters of His Majesty's High Court of Chancery in *Ireland*, to be named as aforesaid, in the Place or Stead of them or either of them, should direct, appoint, or approve of, such Direction, Appointment, or Approbation to be signified in Writing under the Hands of the said Marquis of *Donegall* and of the said *Thomas Ball* and *Thomas Ellis* respectively, or the Survivor of them, or of such other Master or Masters of the said Court as aforesaid; and it was by the said Indenture, amongst other things, declared and agreed, that the Term of One thousand five hundred Years, therein-before limited to the Use of the said Marquis of *Ely* and *Charles Henry Tottenham*, their Executors, Administrators, and Assigns, was so limited to them upon trust that they the

said Marquis of *Ely* and *Charles Henry Tottenham*, and the Survivor of them, his Executors, Administrators, or Assigns, should, after the Decease of the said Marquis of *Donegall*, or in his Lifetime with his Consent, to be signified by some Writing under his Hand and Seal, by Mortgage, Sale, or Demise, or other Disposition of the Hereditaments and Premises comprised in the said Term of One thousand five hundred Years, or of a competent Part thereof, for all or any Part of the same Term, or by and out of the Rents, Issues, and Profits thereof, or by bringing Actions against the Tenants or Occupiers of the same Premises or any of them, for the Rents then in arrear, or by all or any of the said Ways and Means, or by such other Ways and Means as they the said Marquis of *Ely* and *Charles Henry Tottenham*, or the Survivor of them, his Executors or Administrators, should think fit, raise and levy, or borrow and take up at Interest, the Sum of Seventy thousand Pounds of *Irish* Currency, for the Portion of the younger Children of the said Marquis of *Donegall*, to be disposed of in manner therein mentioned; and it was thereby further agreed and declared, that it should and might be lawful for each of them the said several Persons to whom the said Hereditaments and Premises were therein-before limited successively for their several and respective Lives in remainder after the Decease of the said *George Augustus* Marquis of *Donegall*, either before or when by virtue of the Limitations therein-before contained he should be in the Possession of or entitled to the Receipt of the Rents and Profits of the said Hereditaments, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, but subject and without Prejudice to the Uses and Estates preceding the Use or Estate of the Person making such Appointment, and to the Powers relating to such preceding Uses or Estates, if any such Uses, Estates, or Powers should be then subsisting or capable of taking effect or being exercised, and also subject and without Prejudice to the Uses or Estates, if any, which should or might be limited in exercise of the same Powers or any of them, to limit or appoint unto or to the Use of or in trust for any Woman or Women with whom he might intermarry, for the Life or respective Lives of such Woman or Women respectively, for her or their Jointure or respective Jointures, and in bar or without being in bar of her or their Dower or respective Dowers, and either before or after Marriage, any annual Sum or yearly Rent-charge not exceeding in the whole the Sum of Three thousand Pounds of *Irish* Currency, to be yearly issuing out of and charged and chargeable upon all or any Part of the said Hereditaments, free from Taxes, and without any other Deduction whatsoever, and to be paid in such Manner as to him shall seem meet; and also to limit or appoint to or for the Woman or respective Women to or for whom such annual Sum or yearly Rent-charge, annual Sums or yearly Rent-charges, should be so appointed, the usual Powers and Remedies for recovering and compelling Payment thereof, by Distress and Entry, and Perception of Rents and Profits; and also to limit and appoint the same Hereditaments

ments unto any Person or Persons for any Term or Terms of Years, either with or without Impeachment of Waste, upon such Trusts for better securing the due Payment of such annual Sum or annual Sums, or yearly Rent-charge or yearly Rent-charges, as to the Person for the Time being making such Appointment should seem meet; but so that upon the Death of the Woman or respective Women for the Benefit of whom such Term or respective Terms should be so created, and the Payment of the Rent-charge or respective Rent-charges, and the Expences incurred by the Nonpayment thereof respectively, the Term or respective Terms which should be created for securing such yearly Rent-charge or respective Rent-charges, or so much of the said Term or respective Terms as should not be disposed of under the Trusts to be declared for securing the same yearly Rent-charge or respective Rent-charges, should be made to cease and determine; and it was thereby further declared and agreed that in case any Sum or Sums of Money should be raised by a Mortgage or Mortgages, under or by virtue of the Trusts of the aforesaid Terms of One thousand Years, Ninety-nine Years, One hundred Years, and One thousand five hundred Years, or any of them, it should be lawful for the Trustees or Trustee of the Terms or Term upon or under which such Sum or Sums should be so raised, afterwards, by a Sale or Sales of the Hereditaments and Premises comprised in the same Term or Terms, or any Part thereof, or for the said *George Augustus* Marquis of *Donegall*, with such Approbation as aforesaid, by granting or renewing any Lease or Leases thereof on Fines, or otherwise, to raise sufficient Money to pay off and discharge such Mortgage or Mortgages, and to apply the same Money in paying and discharging the same accordingly, any thing therein contained, or any Rule of Equity, to the contrary thereof notwithstanding; and it was by the said Indenture further provided, that it should be lawful for each of the said several Persons to whom the said Hereditaments were therein-before limited successively for their several and respective Lives in remainder, after the Decease of the said *George Augustus* Marquis of *Donegall*, when and as soon as he should be in the actual Possession and Receipt of the Rents of the said Hereditaments and Premises by virtue of such Limitation, by Deed, with or without Power of Revocation, or by his last Will, but subject to the Uses and Estates preceding the Estate thereby limited to him, and subject to any Jointure limited by him in exercise of the Powers thereby given to him, to charge all or any of the said Hereditaments with the Payment of any Sum or Sums of Money for the Portion of the younger Children of the Person making such Appointment, not being any of them an eldest or only Son, not exceeding the Sum or Sums of Money herein-after mentioned; (that is to say,) if but One Child, not being an eldest or only Son, not exceeding Fifteen thousand Pounds for his or her Portion; if Two or Three such Children, and no more, not being any of them an eldest or only Son, not exceeding Twenty-five thousand Pounds; and if more than Three Children, not exceeding Thirty thousand Pounds; provided also, and it was thereby declared, that when and so soon as the full Amount of the said Sum of Two hundred and seventeen thousand Pounds should have been raised and received by the said Trustees in manner therein-before provided, then and from thenceforth it should be lawful for the said *George Augustus* Marquis of *Donegall*,

at

at any Time during his Life, and after his Decease for the several and respective Persons to whom the said several Hereditaments and Premises therein-before were limited successively for their several and respective Lives in remainder after the Decease of the said Marquis of *Donegall*, and for their respective Issue, as and when such Persons or their respective Issue should by virtue of the Limitations therein-before contained be in the Possession of or in the Receipt of the Rents and Profits of the several Hereditaments and Premises aforesaid, and should be respectively of the Age of Twenty-one Years, from Time to Time, by any Deed or Deeds, Indenture or Indentures, under his and their Hands and Seals, attested by Two or more credible Witnesses, to lease, demise, or grant all and every or any of the said Messuages, Mills, Lands, Tithes, Tenements, Islands, Bogs, Mosses, Fisheries, Hereditaments, and Premises herein-before mentioned to be thereby granted and appointed as aforesaid, or intended so to be, unto any Person or Persons whomsoever, for any Term or Number of Years not exceeding Three Lives and Sixty-one Years, according to the Mode of leasing Estates in *Ireland*, or for any Term or Number of Years determinable on the dropping of One, Two, or Three Lives, and no more, or for One, Two, or Three Lives only, so as at the Time of granting any such Lease or Leases as last herein-before mentioned there being no more Lives or Number of Years in being for which the same Premises should be then held by virtue of any former Lease or Leases thereof than with the Life or Lives and Years, or Life or Lives or Years, for which the same should be granted by such new Lease or Leases thereof should exceed the Extent and Duration of the said Term of Three Lives and Sixty-one Years, so as in all and every of the said last-mentioned Lease and Leases of any Lands, Tenements, or Hereditaments then held by any Lease or Leases for Lives or Years concurrent on Sixty-one Years there be reserved and made payable from the Commencement and during the Continuance thereof respectively, and to be incident to the Reversion expectant thereon, not any less yearly Rent or Rents than then, at the Time of executing that Indenture, was and were reserved and payable for the same, and so as no Clause be inserted in any such Lease as aforesaid authorizing or empowering any Lessee or other Person to commit Waste, or to exempt him or them from Punishment for committing the same, and so as in every such Lease there be contained Covenants from the respective Lessees binding them respectively, and their several and respective Heirs, Executors, Administrators, and Assigns, to pay the Rent and Rents thereby reserved, and to uphold and keep the Premises thereby demised in good and sufficient Repair, during the Continuance of their Terms and Interests therein, and so to leave the same at the End, Expiration, or sooner Determination thereof, and also a Clause of Re-entry for Nonpayment of the Rent or Rents to be thereby respectively reserved, and so as the respective Lessees execute Counterparts of their respective Leases; and it was thereby further declared, that in case the said Trustees therein named and appointed respectively, or any of them, or any Trustee or Trustees to be appointed under the now-reciting Provision in their Place or the Place of any of them, should die, or become unwilling or unable to act in the Execution of the Trusts and Powers thereby reposed in such

such Trustees respectively, before the same should be fully executed and performed, then and so often as the same should so happen it should be lawful for the surviving or acting Trustees or Trustee for the Time being of the Trusts and Powers whereof the Person or Persons so dying or being unwilling or unable to act was or were a Trustee or Trustees, or for the Executors or Administrators of any surviving Trustee of the same Trusts and Powers, with the Consent of the said *George Augustus* Marquis of *Donegall* and *George Hamilton* Earl of *Belfast* during their joint Lives, and with the Consent of the Survivor of them, and after the Decease of such Survivor with the Consent of the Person or Persons who under the Limitations therein-before created should for the Time being be entitled to the Possession of or to the Receipt of the Rents and Profits of the said Hereditaments, and who should be under the Age of Twenty-one Years, by and with the Consent and Approbation of the said *Thomas Ellis* and *Thomas Ball*, and the Survivor of them, or such other the Masters of the said Court of Chancery to be appointed as aforesaid, to nominate any fit Person or Persons to supply the Place or Places of the Trustee or Trustees respectively so dying or becoming unwilling or unable to act as aforesaid; and it was by the said Indenture provided that it should and might be lawful for the said *George Hamilton* Earl of *Belfast*, by any Deed or Instrument in Writing under his Hand and Seal, executed in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament, executed in the Presence of and attested by Three or more credible Witnesses, such Deed or Will to be executed either in the Lifetime of the said *George Augustus* Marquis of *Donegall* or after his Death, to charge and incumber all or any Part of the Hereditaments and Premises aforesaid with any Sum or Sums of Money not exceeding in the whole the Sum of One hundred thousand Pounds, to be raised and levied in such Manner and applied to such Purposes as the said Earl of *Belfast* should direct or appoint, or to be paid to the said Earl, his Executors, Administrators, or Assigns, such Sum nevertheless, or any Part thereof, not to be raised until after the Decease of the said *George Augustus* Marquis of *Donegall*; and it was by the said Indenture provided, declared, and agreed, that, notwithstanding any Matter or Thing therein contained, it should and might be lawful for the said Marquis of *Donegall* and the said Earl of *Belfast*, at any Time or Times thereafter during their joint Lives, before the several Trusts by the said Indenture created should be fully executed, but without Prejudice to any of the said Trusts or any Part thereof which might have been executed, and without Prejudice to any Mortgage, Lease, Renewal Deed, Conveyance, Assurance, Act, Matter, or Thing which might have been done, made, or executed pursuant to the Powers and Appointments made or intended to be made by the said Indenture now in recital, by any Indenture or Deed under their Hands and Seals, executed in the Presence of and attested by Two or more credible Witnesses, and by and with the Consent, Concurrence, and Approbation of the said *Thomas Ellis* and *Thomas Ball*, or the Survivor of them, or such other the Masters of the said Court of Chancery to be appointed as aforesaid, but not otherwise, such Consent to be testified by the said *Thomas Ellis* and *Thomas Ball*, or the Survivor of them,

or such other Masters as aforesaid, declaring such Consent by Indorsement signed by them, him, or her on such Indenture, to revoke, alter, and make void all and every or any of the Use and Uses, Trusts, Intents, Purposes, Limitations, Powers, Clauses, and Provisoes therein contained, save and except and without Prejudice as aforesaid, and save and except the said Annuity or yearly Rent-charge of Three thousand Pounds provided for the said *Anna* Marchioness of *Donegall*, and the Remedies for the Recovery thereof, and save and except the said Charge of Seventy thousand Pounds thereby created for the younger Children of the said Marquis of *Donegall*; and by the same Deed or Deeds, or any other Deed or Deeds in like Manner executed, to limit, declare, and appoint any new or other Use or Uses of or concerning the said Hereditaments and Premises or any Part thereof, and with or without Power of Revocation, and in such Manner as they the said Marquis of *Donegall* and Earl of *Belfast*, by and with the Consent and Approbation of the said *Thomas Ellis* and *Thomas Ball*, or the Survivor of them, or such other Master of the said Court of Chancery as should be appointed as aforesaid, should think fit: And whereas the said *Thomas Ball* and *Thomas Ellis* departed this Life several Years ago, and, by reason of the Omission of the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two to state by whom and in what Manner Masters of the said Court of Chancery were to be nominated and appointed in the Place or Stead of the said *Thomas Ball* and *Thomas Ellis* for the Purposes of the said Indenture, several of the Trusts of the said Indenture were rendered incapable of being fulfilled: And whereas the said Lord Baron *Dufferin*, *Andrew Alexander*, *Charles Henry Tottenham*, *Arthur Chichester Macartney*, *John M'Cance*, and *John Agnew*, after the Date of the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, severally departed this Life; and in consequence of the Death of the said *Thomas Ball* and *Thomas Ellis* there is no Power of appointing new Trustees of the same Indenture in the Place of the said deceased Trustees, or in the Place of any Trustee who shall hereafter die, or who has or shall become unable or unwilling to act: And whereas the said *John Loftus* Marquis of *Ely* and *James Watson* have become unwilling to act in the Execution of the Trusts by the said Indenture reposed in them respectively: And whereas the said *George Hamilton Chichester* Earl of *Belfast* on the Eighth Day of *December* One thousand eight hundred and twenty-two intermarried with Lady *Harriet Ann Butler* Spinster, and there is Issue of such Marriage One Son, namely the Honourable *Frederick Richard Chichester* commonly called Earl of *Belfast*, an Infant of the Age of Seventeen Years or thereabouts, and One Daughter, namely, the Honourable *Harriet Augusta Anna Chichester*, an Infant of the Age of Eight Years or thereabouts, and the said *George Hamilton Chichester* Earl of *Belfast* (now Marquis of *Donegall*) has not any other Child: And whereas the said Lord *Edward Chichester*, described in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two as the Second Son of the said *George Augustus* Marquis of *Donegall*, on the Twentieth Day of *November* One thousand eight hundred and twenty-one intermarried with *Amelia Spread Dean Grady*

Charge of 100,000*l.* Irish Currency under Settlement of 28th Oct. 1822.

*Grady* Spinster, and there is Issue of such Marriage *George Augustus Hamilton*, who is the First Son of the said Lord *Edward Chichester*, and has attained the Age of Twenty-one Years, and several other Children: And whereas the said *George Hamilton Chichester* Earl of *Belfast*, in pursuance of the Power in that Behalf contained in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, charged and incumbered all the said Hereditaments and Premises comprised in the same Indenture with the Sum of One hundred thousand Pounds late *Irish* Currency, being equal to Ninety-two thousand three hundred and seven Pounds Thirteen Shillings and Ten-pence present Currency: And whereas the said Sum of Seventy thousand Pounds late *Irish* Currency, being equal to the Sum of Sixty-four thousand six hundred and fifteen Pounds Seven Shillings and Sixpence present Currency, provided for the younger Sons of the said *George Augustus* Marquis of *Donegall*, has not nor has any Part thereof yet been raised: And whereas by an Indenture bearing Date the Sixth Day of *December* One thousand eight hundred and twenty-two, and made between the said *George Hamilton Chichester* Earl of *Belfast* of the First Part, the said Lady *Harriet Ann Butler* of the Second Part, *Charles Grenfell* Esquire and Lord *Edward Chichester* of the Third Part, and executed in contemplation of the Marriage of the said Earl and the said Lady *Harriet Ann Butler*, the said Earl, in exercise of the Powers contained in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, did demise all and singular the Castles, Baronies, Hereditaments, and Premises comprised in the same Indenture of Settlement unto the said *Charles Grenfell* and Lord *Edward Chichester*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said Earl and Lady *Harriet Ann Butler* should so long live, upon trust to raise out of the Rents and Profits of the said Hereditaments One hundred Pounds *per Annum Irish* Currency during the joint Lives of the said Earl and Lady *Harriet Ann Butler*, and pay the same to her, for her separate Use, and, subject thereto, in trust for the said Earl; and in further Exercise of the Powers in the said Indenture of Settlement contained the said Earl did appoint all the said Hereditaments and Premises (subject to such Uses and Estates limited by the said Settlement as were precedent to the Uses limited to the said Earl and his Assigns for his Life, and to the Powers relating thereto,) to the Use and Intent that the said Lady *Harriet Ann Butler* (in case she should survive the said Earl) and her Assigns should from and after his Decease yearly take and enjoy during her Life an annual Sum of Three thousand Pounds *Irish* Currency charged upon the said Hereditaments and Premises, the said Sum to be in bar of Dower, and, subject thereto, to the Use of the said *Charles Grenfell* and Lord *Edward Chichester*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed from the Death of the said Earl, upon trust for further securing Payment of the said annual Sum; and it was provided that upon the Decease of the said Lady *Harriet Ann Butler*, and Satisfaction of the said annual Sum and Arrears and Costs, the said Term of One hundred Years should cease: And whereas the said *George Augustus* Marquis of *Donegall*

Settlement on the Marriage of George Hamilton Marquis of Donegall with Lady Harriet Ann Butler, 6th Dec. 1822.



departed

departed this Life on or about the Fifth Day of *October* One thousand eight hundred and forty-four, leaving the said *Anna* Marchioness of *Donegall* his Widow, and the said *George Hamilton Chichester* Earl of *Belfast*, who thereupon became and now is Marquis of *Donegall*, him surviving: And whereas the said *George Augustus* Marquis of *Donegall*, with the Concurrence of the said *Arthur Chichester Macartney*, granted various Leases for Lives renewable for ever, assuming to act in that Behalf, under and by virtue of the aforesaid Power in that Behalf contained in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two: And whereas the said Term of Ninety-nine Years, limited by the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two to the Use of the said *Thomas Verner* and *Andrew Alexander*, has ceased by the Death of the said *George Augustus* Marquis of *Donegall*: And whereas several Suits are depending in the Court of Chancery and on the Equity Side of the Court of Exchequer in *Ireland* relative to Charges and Incumbrances affecting or alleged to affect the said Hereditaments and Premises comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, or some Part or Parts thereof, which Suits the said *James Watson*, as surviving Trustee of the Term of One thousand Years created by the same Indenture, has not, in consequence of the Deaths of the said *Thomas Ball* and *Thomas Ellis*, any Power or Authority to compromise: And whereas it is expedient that Part of the said Hereditaments and Premises comprised in the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two should be sold, for the Purpose of raising Money to discharge all the several Mortgages and other Charges and Incumbrances affecting the same Hereditaments and Premises or any Part or Parts thereof; but there is no Power of selling the same Hereditaments and Premises or any Part thereof, except for the respective Residues of the said Terms of One thousand Years, One hundred Years, and One thousand five hundred Years, created by the same Indenture: And whereas it would be more for the Benefit of the Persons entitled and to be entitled under the Limitations of the same Indenture, instead of selling the same Hereditaments and Premises for the Residues or Residue of the last-mentioned Terms or any of them, that the Inheritance in Fee Simple of the said Hereditaments and Premises therein comprised should be vested in Trustees, upon proper Trusts, with proper Powers for enabling them to sell Part thereof, and have the Proceeds of the Sale thereof applied in disincumbering the said Hereditaments and Premises, and that such Trustees shall be empowered to compound, compromise, and settle all Suits, Demands, and Questions relating to or affecting the said Hereditaments and Premises or any Part or Parts thereof, and other Powers and Provisions adapted to the Exigencies of the Case; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Hamilton* Marquis of *Donegall*, on behalf of himself and of his infant Son the said *Frederick Richard Chichester* commonly called Earl of *Belfast*, *Anna* Dowager Marchioness of *Donegall*, *Harriet Ann* Marchioness of

Leases for Lives renewable for ever granted under Power in Settlement of 28th Oct. 1822.

Cesser of the Term of Ninety-nine Years limited by the Settlement of 28th Oct. 1822.

of *Donegall*, and Lord *Edward Chichester*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the said Castles, Manors, Baronies, Towns, Lands, Advowsons, Tithes, Tenements, Royalties, Hereditaments, and Premises comprised in the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, with their Appurtenances, and the Inheritance thereof in Fee Simple, shall from and immediately after the passing of this Act be well and sufficiently vested in *John Hopton Russell Chichester* of *Lincoln's Inn* in the County of *Middlesex*, Barrister at Law, and *Thomas Verner* of *Codogan Place* in the County of *Middlesex*, Esquire, and their Heirs and Assigns, (freed and absolutely discharged of and from all such of the Uses, Trusts, Limitations, Powers, Provisoes, and Declarations contained in the last-mentioned Indenture concerning the same or any of them, or any Part or Parts thereof, as are now subsisting or capable of taking effect, but subject and without Prejudice to such of the Leases, Mortgages, and other Charges and Incumbrances subject to which the same Hereditaments and Premises, or any of them, or any Part or Parts thereof, were or was settled by the last-mentioned Indenture, or which at the Time of the Execution of the same Indenture affected the same Hereditaments and Premises, or any of them, or any Part or Parts thereof, and the Leases, Mortgages, and other Charges and Incumbrances which have been duly created by virtue or in execution of any Trust, Power, or Provision contained in the same Indenture as are respectively now subsisting,) nevertheless upon trust that the Trustees or Trustee for the Time being of this Act, with the Consent in Writing of the said *George Hamilton* Marquis of *Donegall* during his Life, and after his Decease in the Discretion and of the absolute Authority of the said Trustees or Trustee, shall, at such Time or Times as such Trustees or Trustee shall judge expedient, sell and dispose of such Part or Parts of the said Manors, Hereditaments, and Premises hereby vested in the said *John Hopton Russell Chichester* and *Thomas Verner* as aforesaid, or such and so many of the Rents, Reservations, Suits, Services, Royalties, Franchises, Rights, Liberties, Privileges, Dues, Duties, or Emoluments incident or appertaining or belonging to any Part or Parts of the said Hereditaments and Premises, or to the Reversion thereof, or otherwise, and such Royalties, Rights, Liberties, Privileges, Immunities, Easements, or Advantages to be granted or created by the said Trustees or Trustee in, to, out of, over, or upon any Part or Parts of the said Hereditaments and Premises as the said Trustees or Trustee shall judge it necessary or expedient to sell and dispose of, and either for an Estate of Inheritance thereof in Fee Simple, or any less Estate or Interest, and either together or in Parcels or Lots, and either by public Auction or private Contract, and either as onerated with or as discharged from any Mortgage, Charge, or other Incumbrance, to any Person or Persons and for such Price or Prices as the said Trustees or Trustee shall think reasonable, with full discretionary Power and Authority for the said Trustees or Trustee to make or impose such special or other Conditions of Sale as to the Title

The Estates vested in Trustees, upon Trusts for Sale, but during the Marquis of Donegall's Life with his Consent in Writing.

Title or the Evidence of Title to the Hereditaments and Premises so to be sold, or any Part or Parts thereof, or as to the Manner of carrying such Sale or Sales into effect, or as to the Use, Enjoyment, or Appropriation of the said Hereditaments and Premises or any Part or Parts thereof, or any Benefit or Convenience thereout, with a view to Buildings, Quays, Wharfs, or other Improvements, or as to the Apportionment of or Indemnity against any Mortgage, Charge, or other Incumbrance, or as to the Apportionment of any Rent or Reservation, and generally as to any other Matters or Things connected with or arising out of the Execution of this Trust for Sale, as the said Trustees or Trustee shall judge expedient; also with full discretionary Power and Authority for the said Trustees or Trustee to fix reserved Biddings, and to buy in any Part or Parts of the said Hereditaments and Premises at any such public Auction or Auctions, or to abandon, rescind, or vary any Contract or Contracts for the Sale of any Part or Parts of the said Hereditaments and Premises, and to resell the same from Time to Time, either with or without such special or other Conditions of Sale as aforesaid, and without being answerable for any Loss or Diminution in Price, and generally to make and enter into such Arrangements with any Person or Persons, and to make, do, and execute all such Acts, Deeds, Conveyances, Assurances, and other Matters and Things whatsoever, as shall be requisite or proper for the Purpose of facilitating, effecting, or completing such Sale or Sales, and particularly, for the same Purpose, with full discretionary Power and Authority for the said Trustees or Trustee, either before or after any Sale or Sales to be made or Contract or Contracts for Sale to be entered into in execution of the aforesaid Trust for Sale, to make and enter into and carry into full Effect any Arrangement or Arrangements, Agreement or Agreements, with any Person or Persons whomsoever, for compromising or compounding all or any of the Suits, Claims, or Demands instituted or set up, or to be instituted or set up, upon or against or concerning the said Hereditaments and Premises or any of them, or any Part or Parts thereof, or for adjusting, settling, and determining all or any of the Doubts, Questions, Disputes, or Controversies which have arisen or may arise concerning any Lease or Leases at any Time or Times heretofore granted or alleged to have been granted of the said Hereditaments and Premises, or any of them, or any Part or Parts thereof, or any other Matters relating to the said Hereditaments, or any of them, or any Part or Parts thereof, which the said Trustees or Trustee shall judge it necessary or expedient to adjust, settle, or determine in relation to the said Trust Premises, and for the Benefit thereof, on such Terms and in such Manner as to the said Trustees or Trustee shall seem most beneficial, and to give or accept any Sum or Sums of Money as the Price or Consideration of or for any such Compromise, Composition, Settlement, or Determination, the Sum or Sums, if any, so accepted, to be applied and disposed of in manner herein-after directed concerning Monies to arise from the Sale or Sales aforesaid, and also to refer and submit any of such Suits, Claims, Demands, Doubts, Questions, Disputes, or Controversies to Arbitration, or otherwise to act in relation thereto respectively as to the said Trustees or Trustee shall seem best adapted to promote the advantageous Sale and Disposition of any

Part or Parts of the said Hereditaments and Premises, in execution of the Trust for Sale herein-before contained.

Purchase Monies to be paid into the Bank of Ireland.

II. And be it enacted, That the Purchasers under the Trusts for Sale herein-before contained shall pay their respective Purchase Monies to the Mortgagee or Mortgagees of the Premises purchased, or to the said Trustees or Trustee for the Time being of this Act, or into the Bank of *Ireland*, without Fee or Reward, in the Name and with the Privity of the Accountant General of the High Court of Chancery in *Ireland*, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Settled Estates of the Marquis of *Donegall*, pursuant to the Method prescribed by the *Irish* Statute of the Twenty-third and Twenty-fourth of *George* Third, Chapter Twenty-two, and that such Payments into the Bank of *Ireland* shall be made upon an Order or Orders of the said Court, to be obtained upon the Motion or Motions of such Trustee or Trustees for the Time being, that such Purchaser or Purchasers by Name may be at liberty to pay their respective Monies into the Bank of *Ireland* in manner aforesaid; and that it shall be competent for such Trustee or Trustees to make such Motions, and for the said Court to make any such Order, from Time to Time as Sales may be made, either in reference to any single Purchase or any Number of Purchases from the said Trustees, so as that the Name or Names of such Purchaser or Purchasers shall be specified in such Order.

Certificate of Accountant General good Discharge.

III. And be it enacted, That the Receipt or Receipts of the Mortgagee or Mortgagees or the said Trustees or Trustee, or the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of the Cashier of the said Bank of *Ireland*, to be thereto annexed, and therewith filed in the Register's Office of the Court of Chancery, of the Payment into the Bank of *Ireland* of any Monies so to be paid by Purchasers under the Provisions of this Act, shall respectively be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to the Persons respectively so paying such Monies respectively, for the same Monies respectively, and to their respective Heirs, Executors, Administrators, and Assigns, and that such Persons respectively, or their Heirs, Executors, Administrators, and Assigns respectively, shall not after such Payment respectively be liable to see to the Application of such Monies, either upon the Trusts or for the Purposes of the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, or any of them, or of this Act, or otherwise howsoever, nor be answerable for any Loss, Misapplication, or Nonapplication of the same Monies respectively.

Application of Monies.

IV. And be it enacted, That all Monies so to be paid to the said Trustees or Trustee or into the Bank of *Ireland* as aforesaid shall in the first place be applied in paying and satisfying all Costs, Charges, and Expences of all the Parties in preparing and obtaining this present Act, and otherwise incident thereto, and to the Sale or Sales hereby authorized, and the Costs of obtaining such Orders of

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the said Court of Chancery, as well as such Costs as shall be incurred in relation to the Application of the said Purchase Monies, under the Provision for that Purpose herein-after made, and the Execution of the Trusts, Powers, and Authorities hereby created in relation thereto; and to the Application of the Proceeds of such Sale or Sales, and in the next place shall be applied in or towards answering and satisfying the Mortgage and other Charges and Incumbrances affecting or which shall then affect the said Hereditaments and Premises or any of them, or any Part or Parts thereof, and in and towards answering and satisfying such of the Trusts and Purposes expressed and contained in the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two, concerning the Monies directed to be levied and raised under the Trusts of the said Terms of One thousand Years, One hundred Years, and One thousand five hundred Years, thereby created, as shall be subsisting and unsatisfied.

Court of Chancery may direct Reference to the Master as to Charges and Incumbrances.

V. And be it further enacted, That it shall and may be lawful for the said Court of Chancery, by summary Order on Motion or Petition for such Purpose of the Trustees or Trustee for the Time being of this Act, with the Consent of the Person claiming any Demand upon the Inheritance of said Lands, or under the said several Terms of One thousand Years or One thousand five hundred Years, to direct a Reference to One of the Masters of the said Court to take an Account of the Sum due, if any, to such Person or Persons, and to report who are the Persons capable of giving a legal Discharge for same, and in such Case, if the said Court shall so think fit, to inquire and report whether it would be for the Benefit of the Parties interested in said Inheritance to compound any such Claim or Charge or Incumbrance, and for what Amount, and under what Terms, if any; and, further, that it shall and may be lawful for the said Court to make such summary Order for the Payment of the Amount so reported due out of the Funds so realized by such Sales, and so paid as aforesaid, as to said Court shall seem just; provided nevertheless, that it shall not be necessary for the said Court to direct any Reference as to the Amount due on Foot of any such Charge or Incumbrance, or the Persons capable of giving such Discharge, if such Facts shall appear to the said Court to have been previously ascertained in or by any Court of competent Jurisdiction in a Suit or Matter properly constructed for that Purpose.

Residue of Money may be invested in the Purchase of Lands;

VI. And be it further enacted, That the Residue and Surplus (if any) of such Money shall from Time to Time be laid out and invested, under and subject to the Directions of the same Court, in pursuance of any Order or Orders for that Purpose, to be obtained upon Motion or Petition in a summary Way by or on behalf of the Person or Persons who under or by virtue of the last-mentioned Indenture of Settlement would for the Time being be beneficially entitled to the Possession or to the Receipt of the Rents and Profits of the Manors, Lands, and Hereditaments to be purchased as herein-after is mentioned, if the same had been actually purchased, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then by or on behalf of the Guardian of such Person or Persons, in the

the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple in possession, to be situate in *Ireland* or *England*, or of Copyhold Lands or Hereditaments convenient to be held with any Freehold Lands or Hereditaments so to be purchased, and all which Hereditaments so to be purchased as aforesaid, and also all, so many, and such Part or Parts of the said Hereditaments and Premises hereinbefore vested in the said *John Hopton Russell Chichester* and *Thomas Verner* in trust for Sale as aforesaid as shall not be sold or disposed of under such Trusts, shall be conveyed, surrendered, settled, and assured to, for, upon, with, under, and subject to such Uses, Estates, Trusts, Intents, Purposes, Powers, Provisoes, Limitations, and Declarations as under or by virtue of the said recited Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two the Hereditaments and Premises herein-before vested in the said *John Hopton Russell Chichester* and *Thomas Verner* in trust for Sale as aforesaid would have stood or been limited or subject to if this Act had not been passed, or as near thereto as Circumstances will permit, but not so as to revive any Mortgage, Charge, or Incumbrance which shall have been then answered or satisfied under the Provisions of this Act or otherwise.

and in the meantime such Monies to be invested in Exchequer Bills, &c.

VII. And be it enacted, That in the meantime and until such Purchase or Purchases shall respectively be made as aforesaid, the surplus Monies so directed to be laid out in the Purchase of Monies, Messuages, Lands, and Hereditaments (subject to the Payment thereout of such Costs, Charges, and Expences as aforesaid) shall, in the meantime, and until the same Monies shall be invested in the Purchase of Lands, Tenements, and Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in Navy, Victualling, or Exchequer Bills, and the Money received for the same, as they shall respectively be paid off by Government, shall from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall be lawful to and for the said Court to make such general Order or Orders, or special Order, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off, all which said Navy, Victualling, or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before is directed, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way by the Person or Persons herein-before mentioned for that Purpose, be ordered to be sold by the said Accountant General, for the completing such Purchase, in such Manner as the said Court shall

think just and direct; and if the Money arising by such Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as last mentioned, then, and in that Case only, the Surplus which shall remain after discharging the Expences of the Application to the said Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives or Representative of such Person or Persons respectively.

Trusteesmay ratify Leases, &c. heretofore granted.

VIII. Provided always, and it is hereby enacted, That if any Lease or Leases, Grant or Grants, made and executed by the said *George Augustus* late Marquis of *Donegall* of the said Hereditaments and Premises herein-before made saleable, or any Part or Parts thereof, is or are bad or doubtful, it shall and may be lawful for the said Trustees or Trustee to ratify and confirm all or any of such Leases or Grants, or any Assignments or other Dispositions thereof, or any Underleases or other derivative Estates, Rights, or Interests as to all or any Part or Parts only of the Hereditaments and Premises therein respectively comprised, on such Terms and Conditions and in such Manner as the said Trustees or Trustee shall deem expedient: Provided nevertheless, that no Ratification or Confirmation to be made under the Power lastly herein-before contained shall be binding on the said *Frederick Richard Chichester* commonly called Earl of *Belfast*, unless the same shall be made with the Approval of the said Court of Chancery; and it shall be lawful for the said Court from Time to Time, upon a Petition to be preferred to the said Court in a summary Way by the said Trustees or Trustee in the Matter of this Act, to make such Order or Orders relative thereto as to the said Court shall seem fit.

Court of Chancery to make Orders for Taxation and Payment of Costs.

IX. Provided always, and be it enacted, That it shall and may be lawful for the said Court of Chancery in *Ireland*, from Time to Time, upon Petition in a summary Way, to be presented by or on behalf of such Trustees or Trustee under this Act, or such Person or Persons, as herein-before mentioned, to make such Order or Orders as to the said Court shall seem fit, for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid out of the Proceeds of such Sale or Sales as aforesaid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank of *Ireland*, and investing such Monies in the Purchase of Manors, Lands, and Hereditaments as aforesaid, and of settling the same Manors, Lands, and Hereditaments, according to the Directions herein-before contained, or otherwise in carrying the Trusts and Directions of this Act in relation to the Proceeds of such Sale or Sales as aforesaid into execution, and for the Payment of all such Costs, Charges, and Expences out of the Monies which shall arise from any such Sale or Sales to be made under or by virtue of this Act, or out of the Monies arising by Sale of the said Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid: Provided always, that nothing in this Act contained shall operate to exonerate or be deemed or taken to

to exonerate any Person or Persons who may have received or be liable or accountable for or in respect of any Money paid for Fines or otherwise, under the Trusts of the said Deed of the Twenty-eighth of *October* One thousand eight hundred and twenty-two, or his or their Representatives, from the Liability (if any) incurred by him or them to the said *Frederick Richard* Earl of *Belfast* or his Issue Male, or in the Event of his Death any other Issue Male of the said *George Hamilton* Marquis of *Donegall*, under the Limitations of the said Deed, in respect of said Funds.

Power for Court of Chancery to appoint new Trustees for Sale.

X. Provided always, and be it enacted, That in case the said *John Hopton Russell Chichester* and *Thomas Verner*, or either of them respectively, or any Trustee or Trustees to be appointed as hereinafter mentioned, shall die, or desire to relinquish or refuse or decline or become incapable to act in the Trusts hereby created, or shall go to reside out of the United Kingdom of *Great Britain* and *Ireland* before the said Trusts shall be fully performed and executed, then and in every such Case it shall and may be lawful to and for the said Court of Chancery, on Motion or Petition in a summary Way by or on behalf of the said *George Hamilton* Marquis of *Donegall* during his Life, and after his Decease by or on behalf of the Person or Persons who would for the Time being be beneficially entitled in possession to the Rents and Profits of the Hereditaments to be purchased by this Act in case the same were purchased, if such Person or Persons shall be of the Age of Twenty-one Years, or by or on behalf of the Guardian or Guardians of such Person or Persons, if such Person or Persons shall be under that Age, from Time to Time to nominate or appoint One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to relinquish or refusing or declining or becoming incapable to act, or going out of the United Kingdom of *Great Britain* and *Ireland*, as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid all the said Trust Estates which shall be then vested in the Trustee or Trustees so dying, or desiring to relinquish, or refusing, declining, or becoming incapable to act, or going out of the United Kingdom of *Great Britain* and *Ireland*, as aforesaid, shall with all convenient Speed be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees, or in such new Trustees solely, as the Circumstances of the Case shall require, upon the same Trusts, and for the same Uses, Intents, and Purposes as are herein expressed and declared concerning the same Estates respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Saving Clause.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Persons and Person,

Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *George Hamilton* Marquis of *Donegall*, the said *Harriet Ann* Marchioness of *Donegall*, the said *Anna* Dowager Marchioness of *Donegall*, the said *Frederick Richard Chichester* commonly called Earl of *Belfast*, and the Heirs of his Body, and all other the Sons of the said *George Hamilton* Marquis of *Donegall* begotten or to be begotten, and the Heirs of the respective Bodies of such Sons, and the said Lord *Edward Chichester*, and his Son the said *George Augustus Hamilton Chichester*, and the Heirs of the Body of such Son, and all and every other Person and Persons to whom or in whose Favour any Use or Trust, Estate or Interest, is by the said Indenture of Settlement of the Twenty-eighth Day of *October* One thousand eight hundred and twenty-two limited or declared, in remainder, in failure of Heirs of the Body of the said *George Augustus Hamilton Chichester*, or to take effect on such Failure, of or in the said Hereditaments and Premises herein-before vested in the said *John Hopton Russell Chichester* and *Thomas Verner*, or any Part thereof respectively, and other than and except the said *John Loftus Loftus* Marquis of *Ely*, his Executors, Administrators, and Assigns, and the said *James Watson*, his Executors, Administrators, and Assigns, and the said Sir *Stephen May*, his Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever in, to, or out of the said Hereditaments and Premises herein-before vested in the said *John Hopton Russell Chichester* and *Thomas Verner*, every or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not been passed.

Act as printed by the Queen's Printer to be Evidence.

XII. 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1845.