ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

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Douglas Montagu Scott, and for other Considerations therein mentioned, all that Capital Messuage or Mansion House called or known by the Name of *Kilbride* otherwise *Courtown*, with the Park, Demesne, Lands, and other Lands and Appurtenances thereto belonging, situate, lying, and being in the County of *Wexford* in *Ireland*, and all that the Manor or Lordship of *Prospect* otherwise *Fishers Town* in the said County of *Wexford*, with the Rights, Members, and Appurtenances thereto belonging, and also all that the Advowson, Right of Patronage and Presentation of, in, and to the Rectory and Parish Church of *Kiltennell* in the said County of *Wexford*, and all those the Towns, Messuages, Mills, Farms, Lands, Woods, and other Tenements and Hereditaments situate in the said County of *Wexford*, and in the several Counties of *Kilkenny*, the City of *Kilkenny*, *Kildare*, *Carlow* otherwise *Catherlough*, and *Dublin*, in the said Indenture of Appointment and Release and in the Schedule annexed to this Act respectively mentioned, were appointed and were also granted and released (subject to certain Charges and Incumbrances in the said Indenture of Appointment and Release particularly mentioned) to the Uses in the said Indenture of Appointment and Release expressed or declared, and in part herein-after mentioned; and the Messuages, Farms, Lands, Tenements, and Hereditaments in the said County of *Chester*, in the said Indenture of Appointment and Release particularly described, were granted and released to the Uses therein and in part herein-after mentioned; that is to say, to the Use of the said *Samuel Stone* during the joint Lives of the said *James George* Earl of *Courtown* and *Samuel Stone*, to the Intent that the said *Samuel Stone* might be Tenant of the Freehold of the same Hereditaments, in order that a Common Recovery might be suffered thereof, in which the said *James Thomas* Viscount *Stopford* should be Vouchee, and should vouch over the common Vouchee; and it was by the said Indenture of Appointment and Release agreed and declared between and by the said Parties thereto, that as well the Appointment therein-before made and the Grant and Release therein-before contained of the Hereditaments in *Ireland* therein comprised, as the Recovery thereby agreed to be suffered of the Hereditaments in the County of *Chester* thereby granted and released, and all other Assurances whatsoever suffered or executed or to be suffered or executed of the Hereditaments thereby appointed, granted, and released by the said Parties to the said Indenture of Appointment and Release, or whereunto they or any of them should be Parties or Party, Privies or Privy, should enure (subject, as to the said Hereditaments in *Ireland*, to the several Charges and Incumbrances in the said Indenture of Appointment and Release particularly mentioned,) to the Uses thereby declared and in part herein-after mentioned, (that is to say,) until the said then intended Marriage should be solemnized, to the Uses to which the same respectively stood limited immediately before the Execution of the said Indentures of Lease and Appointment and Release, and after the Solemnization of the said then intended Marriage, to the Use that the said *James Thomas* Viscount *Stopford* and his Assigns should receive a yearly Rent-charge of One thousand Pounds, during the joint Lives of himself and the said *James George* Earl of *Courtown*, out of the said Hereditaments in *Ireland* and in the said County of *Chester*, with the usual Powers for recovering and enforcing Payment

of the said yearly Rent-charge by Distress and by Entry and Perception of the Rents and Detention of Possession of the said Premises; and, subject thereto, to the Use that if the said Lady *Charlotte Albinia Douglas Montagu Scott* should survive the said *James Thomas* Viscount *Stopford*, and it should happen that the said *James George* Earl of *Courtown* and *Mary* Countess of *Courtown* his Wife, or either of them, should be living at the Time of the Decease of the said *James Thomas* Viscount *Stopford*, she the said Lady *Charlotte Albinia Douglas Montagu Scott* and her Assigns should, after the Decease of the said *James Thomas* Viscount *Stopford*, receive an annual Sum of One thousand Pounds during so long of her Life as the said *James George* Earl of *Courtown* and *Mary* Countess of *Courtown*, or either of them, should live, and in case neither of them the said *James George* Earl of *Courtown* and *Mary* Countess of *Courtown* should be living at the Time of the Death of the said *James Thomas* Viscount *Stopford*, or, being so, they or such of them as should be living should afterwards die in the Lifetime of the said Lady *Charlotte Albinia Douglas Montagu Scott*, then that she the said Lady *Charlotte Albinia Douglas Montagu Scott* and her Assigns should, after the Decease of the Survivor of them the said *James George* Earl of *Courtown* and *Mary* his Wife and *James Thomas* Viscount *Stopford*, receive a yearly Rent-charge of One thousand five hundred Pounds during her Life, the said yearly Rent-charges of One thousand Pounds and One thousand five hundred Pounds (as the Case might happen) to be issuing as well out of the said Hereditaments in *England* as those in *Ireland*, with the usual Powers for recovering and enforcing Payment of the said yearly Rent-charge by Distress and by Entry and Perception of the Rents and Detention of Possession of the said Premises; and, subject as aforesaid, to the Use of the said *John Thomas* Viscount *Sydney* and Sir *Edward Stopford*, their Executors, Administrators, and Assigns, for the Term of One hundred and fifty Years, to be computed from the Solemnization of the said then intended Marriage, upon the Trusts therein-after declared concerning the same; and, subject thereto, to the Use of the said *James George* Earl of *Courtown* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *Henry James* Lord *Montagu* and *Richard Bruce Stopford* and their Heirs, during the Life of the said *James George* Earl of *Courtown*, upon Trust to support the contingent Uses therein-after limited; and after the Decease of the said *James George* Earl of *Courtown*, to the Use of the said *James Thomas* Viscount *Stopford* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the same Trustees and their Heirs during the Life of the said *James Thomas* Viscount *Stopford*, upon Trust to support the contingent Uses therein-after limited; and after the Decease of the Survivor of them the said *James George* Earl of *Courtown* and *James Thomas* Viscount *Stopford*, to the Use of the said Sir *Robert Stopford* and *Charles Douglas*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, upon the Trusts therein-after declared concerning the same; and, subject thereto, to the Use of the First Son of the Body of the said *James Thomas* Viscount *Stopford* on the Body of the said Lady *Charlotte Albinia Douglas Montagu Scott* to be begotten, and the Heirs Male of the Body of such First Son; with Remainder

to

to the Second and all and every other the Son and Sons of the Body of the said *James Thomas* Viscount *Stopford* on the Body of the said Lady *Charlotte Albinia Douglas Montagu Scott* to be begotten successively, and of the respective Heirs Male of the Body and Bodies of all and every such Son and Sons by Seniority; and for Default of such Issue, to the Use of such Person or Persons, and for such Estate or Estates, and in such Manner as the said *James George* Earl of *Courtown* and *James Thomas* Viscount *Stopford* by Deed to be executed as therein mentioned should jointly appoint; and in default of such joint Appointment, or, in case of any such, subject thereto, to the Use of such Person or Persons, and for such Estate or Estates, upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoes, Charges, Limitations, Declarations, and Agreements, as the said *James Thomas* Viscount *Stopford* (in case he should survive the said *James George* Earl of *Courtown*) should by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation, to be by him at any Time or Times after the Decease of the said *James George* Earl of *Courtown* sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint of and concerning the same or any Part or Parts thereof; and in default of such Appointment, or, in case of any such, subject thereto, to the Uses in the said Indenture of Appointment and Release declared or referred unto; and it was thereby declared that the said Term of One hundred and fifty Years therein limited to the said *John Thomas* Viscount *Sydney* and Sir *Edward Stopford*, their Executors, Administrators, and Assigns, was so limited upon certain Trusts therein expressed for better securing the yearly Rent-charges thereby limited for the said *James Thomas* Viscount *Stopford* and Lady *Charlotte Albinia Douglas Montagu Scott* his then intended Wife as aforesaid, and also for raising certain annual Sums for the Maintenance and Education of the Children of the said then intended Marriage if the said *James Thomas* Viscount *Stopford* should die leaving both the said *James George* Earl of *Courtown* and the said Lady *Charlotte Albinia Douglas Montagu Scott* him surviving, and for raising certain annual Sums for the Maintenance and Education of an eldest or only Son of the said then intended Marriage if the said *James Thomas* Viscount *Stopford* and Lady *Charlotte Albinia Douglas Montagu Scott* should both die in the Lifetime of the said *James George* Earl of *Courtown*, and there should be more than One younger Child of such Marriage; and upon Trust, if the said *James George* Earl of *Courtown* should die in the Lifetime of both of them the said *James Thomas* Viscount *Stopford* and Lady *Charlotte Albinia Douglas Montagu Scott*, during so long of the said Term of One hundred and fifty Years as both of them the said *James Thomas* Viscount *Stopford* and the said Lady *Charlotte Albinia Douglas Montagu Scott* should live, to raise an annual Sum of Two hundred Pounds for her separate Use; and in the said Indenture of Appointment and Release is contained a Proviso for Cesser of the said Term of One hundred and fifty Years when the Trusts thereof should be fully satisfied and performed, or should be discharged or become unnecessary or incapable of being carried into execution, and upon Payment of the Costs, Charges, and Expences of the Trustees of the said Term; and it was by the said Indenture of Appointment and Release

Release declared, that the said Term of One thousand five hundred Years therein limited to the said Sir *Robert Stopford* and *Charles Douglas*, their Executors, Administrators, and Assigns, was so limited in Trust, in case there should be Three or more Children of the Body of the said *James Thomas* Viscount *Stopford* on the Body of the said Lady *Charlotte Albinia Douglas Montagu Scott* begotten (besides an eldest or only Son), by the Ways and Means therein mentioned to levy and raise the Sum of Ten thousand Pounds *Irish* Currency for the Portions of such Three or more Children, to be paid and divided among them in such Shares and in such Manner and at such Ages and Times as the said *James Thomas* Viscount *Stopford* by Deed or Will should appoint, and for Want of Appointment, among them in equal Shares, the Shares of such of them as should be Sons to be paid at their Ages of Twenty-one Years, and of such of them as should be Daughters at their Ages of Twenty-one Years or Marriage, which should first happen; with a Proviso for vesting such Portions in any of the said Children who being Sons should attain Twenty-one, or being Daughters should attain Twenty-one or be married, in the Lifetime of the said *James George* Earl of *Courtown* and *James Thomas* Viscount *Stopford* or either of them (subject to such Appointment as aforesaid), but postponing the Payment of the same Portions until the End of Six Calendar Months after the Decease of the Survivor of the same Earl and Viscount, and with such Benefit of Survivorship and Accruer, and such Provisions for Advancement and Maintenance, as therein are expressed; and in the said Indenture of Appointment and Release is contained a Proviso, that unless Three at least of such Children should live to become entitled to Portions under the Trusts of the said Term of One thousand five hundred Years, there should not be raised any Principal Sum or Sums for a Portion or Portions by or under the Trusts of the said Term; and likewise a Proviso for Cesser of the said Term of One thousand five hundred Years immediately after all the Trusts therein-before declared concerning the same should be performed, satisfied, or discharged, or should become unnecessary or incapable of being carried into execution, and upon Payment of the Costs, Charges, and Expences of the Trustees of the said Term; and by the said Indenture of Appointment and Release Powers were given to the said *James George* Earl of *Courtown* from Time to Time during his Life, and also for the said *James Thomas* Viscount *Stopford* when he should by virtue of the Limitations therein-before contained be in the actual Possession of or entitled to the Rents and Profits of the said Hereditaments, as well those in *Ireland* as those in the said County of *Chester*, and for the said *Henry James* Lord *Montagu* and *Richard Bruce Stopford*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time and at all Times during the Minority of any Person who for the Time being should by virtue of any of the Limitations therein-before contained be seised or entitled in Possession of or to the same Hereditaments, or entitled to the Rents and Profits thereof, to appoint by way of Demise or Lease all or any Part of the same Hereditaments (except the said Capital Messuage called *Kilbride* otherwise *Courtown*, and the Park, Demesne, and other Lands and Appurtenances thereto belonging,) to any Person or Persons for One, Two, or Three Life or Lives, or for any Term of Years determinable

on the Death or Deaths of One, Two, or Three Person or Persons, or for any Term of Years absolute, not exceeding Thirty-one Years from the Time of granting thereof, at the best and most improved yearly Rent, and subject to the other Conditions and Restrictions therein mentioned, and also to appoint by way of Demise or Lease any Part or Parts of the said Hereditaments in the said County of *Chester*, which might be deemed proper for building upon, or was or were then built upon, or which might be deemed proper to be used or occupied as Yards, Courts, Gardens, Pleasure Grounds, or Conveniences to Houses or Buildings, unto any Person or Persons for any Term of Years not exceeding Ninety-nine Years from the Time of making such Leases respectively, so as in every such Appointment by way of Demise or Lease there should be reserved the best and most improved yearly Rent or Rents, to be payable during the Continuance thereof, that could at the Time of making such Lease or Leases respectively (Regard being had to the then existing Circumstances) be reasonably had or expected for the same, without taking any Fine, Premium, or Foregift, and so as there should be contained in every such Appointment by way of Demise or Lease a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be reserved, and so as the Lessee or Lessees should execute a Counterpart or Counterparts thereof respectively, and thereby covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, and should not be exempted from Punishment for committing Waste (save so far as it might be necessary or reasonable for the Purposes of such Buildings and making suitable Conveniences for the same); and in the said Indenture of Appointment and Release is contained a Power or Proviso for the Appointment of new Trustees if the Trustees thereby appointed, or any of them, their or any of their respective Heirs, Executors, Administrators, or Assigns, or any future Trustee or Trustees, their Heirs, Executors, or Administrators, should die or desire to be discharged from or decline or become incapable to act in the Execution of the Trusts thereby declared: And whereas the said *James Thomas* Viscount *Stopford* intermarried with the said Lady *Charlotte Albinia Douglas Montagu Scott* on or about the Fourth Day of *July* One thousand eight hundred and twenty-two: And whereas the said *Charlotte Albinia*, the Wife of the said *James Thomas* Viscount *Stopford*, departed this Life on or about the Twenty-ninth Day of *February* One thousand eight hundred and twenty-eight: And whereas the said *James George* Earl of *Courtown* departed this Life on or about the Fifteenth Day of *June* in the Year One thousand eight hundred and thirty-five, and thereupon the said *James Thomas* Viscount *Stopford* became entitled to the said Settled Estates for his Life, and became Earl of *Courtown* in *Ireland*, and Baron *Saltersford* of *Saltersford* in the said County of *Chester*: And whereas there was Issue of the said Marriage between the said *James Thomas* now Earl of *Courtown* and the said *Charlotte Albinia* his Wife Three Sons and One Daughter, and no other Child, (that is to say,) the Honourable *James George Henry Stopford*, their eldest Son (now commonly called Viscount *Stopford*), the Honourable *Edward Sydney Stopford*, the Honourable *Barrington Stopford*, and the Honourable *Isabella Mary Stopford*: And whereas the said *Isabella Mary Stopford* died in the Month of *March* One thousand eight hundred and twenty-six; and

the said *James George Henry* (now commonly called Viscount *Stopford*), *Edward Sydney Stopford*, and *Barrington Stopford*, the only surviving Children of the said Marriage, are all Infants under the Age of Twenty-one Years: And whereas such of the Trusts of the said Term of One hundred and fifty Years as took effect have been satisfied, and the others of such Trusts never arose, and the Trusts of the said Term of One thousand five hundred Years have become incapable of being carried into execution, and the said Terms have respectively ceased by virtue of the Two several Provisoes for Cesser contained in the said Indenture of Appointment and Release, and herein-before mentioned or referred to: And whereas by a Deed Poll sealed and delivered by the said *James Thomas* now Earl of *Courtown* in the Presence of and attested by Two credible Witnesses, and bearing Date the First Day of *March* One thousand eight hundred and thirty-six, in exercise and execution of the said Power of Appointment to him given or limited by the said Indenture of Appointment and Release in the event (which had then happened) of his surviving his Father the said *James George* Earl of *Courtown* deceased, he the said *James Thomas* now Earl of *Courtown* did irrevocably direct, limit, and appoint that all such of the Hereditaments in the said Indenture of Appointment and Release comprised as are situate in the said Counties of *Wexford*, *Kilkenny*, the City of *Kilkenny*, *Kildare*, *Carlow* otherwise *Catherlough*, and *Dublin*, should thenceforth (subject to the Uses in the said Indenture of Appointment and Release limited anterior to the Power of Appointment intended to be exercised by the said Deed Poll and which were subsisting) be and remain to the Use of himself the said *James Thomas* now Earl of *Courtown*, his Heirs and Assigns for ever: And whereas, in consequence of the projected Formation of a new Harbour in the County of *Wexford*, a Demand has arisen for Sites for the Erection of Houses and for Accommodation for the Purposes of Commerce and Manufactures near thereto, and Parts of the Hereditaments comprised in the said Schedule to this Act annexed adjacent to the said Harbour have become, and other Parts thereof are likely to become, suitable for Building Purposes and for the Construction of Wharfs and other Places for carrying on Trade and Manufactures; and other Parts of the said Settled Estates in the said several Counties of *Wexford*, *Kilkenny*, the City of *Kilkenny*, *Kildare*, *Carlow* otherwise *Catherlough*, and *Dublin*, may hereafter be deemed proper for building upon: And whereas it will be for the Benefit of the said *James Thomas* Earl of *Courtown* and of the several Persons who may hereafter become entitled by virtue of the Limitations contained in the said Indenture of Appointment and Release to the Hereditaments described in the Schedule to this Act if Powers were given to appoint all or any Part thereof which may be deemed proper for building upon, by way of Demise or Lease, for any Term or Number of Years not exceeding Ninety-nine Years in Possession, at the best and most improved yearly Rents that can be obtained for the same, without taking any Fine, Premium, or Foregift, for the Purpose of erecting new Buildings on all or any Part of the Hereditaments described in the said Schedule to this Act, or of rebuilding, enlarging, or otherwise substantially improving all or any of the Messuages or other Erections that are now standing upon any Part of the said Premises; but by reason of the Limitations contained in the said Indenture

Appointment by the present Earl of the Hereditaments comprised in the Schedule to himself in Fee, subject to the Estates in Tail Male of his Three Sons. 1st March 1836.

ture of Appointment and Release the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject the said *James Thomas* Earl of *Courtown*, on behalf of himself and the said *James George Henry* Viscount *Stopford*, *Edward Sydney Stopford*, and *Barrington Stopford*, his Three infant Sons, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act it shall and may be lawful for the said *James Thomas* Earl of *Courtown* from Time to Time during his Life, and also for the said *Henry James* Lord *Montagu* and *Richard Bruce Stopford*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting under the said Indenture of Settlement in the Place of the said *Henry James* Lord *Montagu* and *Richard Bruce Stopford*, or of either of them, or of their respective Successors in the said Trust, from Time to Time and at all Times during the Minority of any Person who for the Time being shall by virtue of any of the Limitations contained in the said Indenture of Appointment and Release be seised or entitled in Possession of or to the Hereditaments described in the Schedule to this Act annexed, or any of them, or entitled to the Rents and Profits thereof, by Indenture or Indentures to be sealed and delivered by him or them respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to demise or lease, or limit and appoint by way of Demise or Lease, all or any Part of the Hereditaments described in the Schedule to this Act annexed unto any Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years from the Time of making such Leases respectively, for the Purpose of making any new Buildings or Erections on all or any Part of the said Hereditaments, or for the Purpose of rebuilding, repairing, or of enlarging, or otherwise substantially improving any of the Messuages or other Erections and Buildings that now are and for the Time being shall be standing or being in or upon any Part of the said Hereditaments described in the Schedule to this Act, or for suitable Yards, Courts, Gardens, Pleasure Grounds, or Conveniences to any Dwelling Houses to be erected and built or improved in pursuance of this Act, or for the Purpose of making any Wharfs, Timber Yards, or other Yards or Places necessary for carrying on any Manufacture or Trade, and with or without Liberty for the Lessee or Lessees to take down existing Buildings, and to apply the Materials thereof to such Purposes as shall be agreed upon; and to set out and allot any Part of the Land or Ground to be comprised in any such Lease as and for the Site of any Squares, Crescents, Circuses, or other Spaces of Ground, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof, and also with or without Liberty to dig and make in or under any of the Land or Ground which may be set out and allotted for Streets, Roads, Ways, Avenues, or Passages as aforesaid, any Arches, Cellars, Areas, other Easements to any Houses or Buildings, and

Power to demise the Hereditaments described in the Schedule for Building Purposes, for any Term not exceeding 99 Years.

and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases any such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Loam, Sand, or other Soil out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles, and also with or without any other Liberties or Privileges which to the Person or Persons for the Time being exercising this present Power shall seem reasonable; so as in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, there be reserved (except where a Peppercorn Rent may be reserved, according to the Provisions hereinafter contained,) the best and most improved yearly Rent or Rents, to be payable during the Continuance thereof, and to be incident to the immediate Remainder or Reversion of the said Premises, that can at the Time of making such Lease or Leases respectively be reasonably had or expected for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making or granting thereof (regard being had to the then existing Circumstances and to the Encouragement of building on the said Premises); and so as that in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, there shall be contained a Covenant on the Part of the Lessee or Lessees, if such Demise or Lease shall be made for the Purpose of making new Buildings, to build upon, and if for the Purpose of rebuilding or of repairing, enlarging, or otherwise improving, to rebuild, repair, enlarge, or otherwise substantially improve the Hereditaments to be therein comprised, in such Manner as shall be agreed upon; and also a Covenant for keeping the Buildings to be erected, rebuilt, repaired, enlarged, or otherwise improved insured from Loss or Damage by Fire, to the Amount of Four Fifths at least of the Value thereof, in some or one of the Public Offices for Insurance in *England* or *Ireland*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially reinstating the Buildings destroyed or damaged by Fire; and so as in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, whether for building, or for rebuilding, repairing, or otherwise improving, there be contained a Covenant on the Part of the Lessee or Lessees to keep in repair the Buildings thereby covenanted to be erected, or rebuilt, enlarged, or improved, and also a Condition of Re-entry on Non-payment within a reasonable Time, to be therein limited, of the Rent or Rents thereby to be reserved (unless the same shall be a Peppercorn), in case there shall not be a Distress or Distresses found on the Premises demised sufficient to pay the Rent due and the Costs of such Distress or Distresses; and also a Proviso or Condition that if the Erections and Buildings which the Lessee or Lessees shall or may thereby covenant to erect and build, or to rebuild, repair, enlarge, or otherwise improve, shall not be erected and built, or rebuilt, repaired, enlarged, or otherwise improved (as the Case may be) in such Manner as in the said Covenant shall be expressed and according to the true Intent and Meaning thereof, or if any of the Buildings comprised in any such Lease shall not be insured and kept insured as aforesaid, it shall and may be lawful for the Person

or Persons, for the Time being entitled to the Hereditaments to be comprised in such Demise or Lease in Remainder or Reversion immediately expectant upon the Expiration or other sooner Determination thereof to enter into and upon such Hereditaments, and that from and after such Entry, and thenceforth, such Demise or Lease shall be void and of no effect in Law or in Equity, except as to such of the Covenants therein contained on the Part of the Lessee or Lessees as may have been then already broken, which Covenants, in respect of the then existing Breaches thereof, shall still continue in full Force; and so as the Lessee or Lessees to whom any Demise or Lease shall be made or granted in pursuance of this Act shall not be exempted from Punishment for committing Waste, (save so far as may be necessary or reasonable for the Purpose of such Erections and Buildings as are hereby authorized, and making suitable Conveniences for the same,) and so as the Lessee or Lessees to whom any such Demise or Lease shall be made or granted as aforesaid do execute a Counterpart or Counterparts thereof.

Power to accept Surrenders of such Leases, and re-grant the Premises for the Residue of the original Terms.

II. And be it further enacted by the Authority aforesaid, That it shall and may be lawful to and for the said *James Thomas* Earl of *Courtown*, or other the Person or Persons for the Time being by virtue of this Act authorized to demise or lease all or any Part of the Hereditaments described in the said Schedule to this Act annexed, in manner and for the Purposes aforesaid, to accept an actual or virtual Surrender of any Lease or Leases which shall have been made and executed by virtue of this Act, and either as to the Whole or as to any Part of the Hereditaments therein comprised, and by One or more Indenture or Indentures to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to demise or lease, or limit and appoint by way of Demise or Lease, the Hereditaments comprised in any such surrendered Lease or Leases, or such Part of the same Hereditaments as to which any such Surrender as aforesaid shall or may be accepted, to hold for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or mentioned or intended to be granted by such surrendered Lease or Leases respectively, and at a Rent or Rents or an apportioned Rent or Rents equal in Amount to or exceeding the Rent or Rents reserved by such surrendered Lease or Leases, so nevertheless that no Fine, Premium, or Foregift, nor any thing in the Nature of a Fine, Premium, or Foregift (except an additional Rent or Rents to be reserved and made payable during the whole Term to be granted by such new Lease or Leases), shall be accepted and taken for making or granting any such new Lease or Leases, and so that in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, to be executed in lieu or partly in lieu of any surrendered Lease or Leases, there be contained the same Covenants, Conditions, and Agreements as are herein-before required with respect to original Leases granted in pursuance of this Act, or such of the same Covenants, Conditions, and Agreements as may be requisite and necessary, regard being had to existing Circumstances, and to the Alterations and Improvements that may then have been made upon the Hereditaments to be comprised in such new Lease or Leases,

and

and so as the Lessee or Lessees to whom any such new Lease or Leases as aforesaid shall be granted do execute a Counterpart or Counterparts of such new Lease or Leases.

Power to enter into Contracts for Leases.

III. Provided always, and be it further enacted, That it shall and may be lawful for the Person or Persons for the Time being empowered by this Act to make such Leases or Demises as aforesaid to enter into any Contract or Contracts in Writing for making any such Lease or Demise of all or any Part or Parts of the said Hereditaments described in the said Schedule to this Act, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built on, or rebuilt or repaired, laid out, formed, or improved, in manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to grant, demise, and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Interest or Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless, that if the yearly Rent to be reserved on any such Lease or Demise shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Fourth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and, if the Person or Persons entering into such Contract under the Authority of this Act shall think the same expedient, to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Land and Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the said Land or Ground thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at a yearly Rent of a Peppercorn; and in case of Leases to be granted at a yearly Rent of a Peppercorn to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such

Period

Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, increasing up to the full Rent as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

Contracts to contain certain Clauses.

IV. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract, or for Re-entry with respect to such Part or Parts of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased, and shall not be built, or rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time to be therein appointed; and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be made or granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges for preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of the same Contract be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to make new Leases of Premises recovered under any Condition of Re-entry.

V. Provided always, and be it further enacted, That if the Possession of any of the said Premises comprised in any Lease or Contract of any Description which shall be made or entered into under any of the Provisions contained in this Act shall be entered upon and resumed or recovered under and by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall and may be lawful to and for the Persons or Person empowered by this Act to make any such Leases as aforesaid to make any Leases, or enter into Contracts for making any such Leases and afterwards to make such Leases, of the same Premises respectively, under the Powers and Authorities herein-before contained, in the same Manner

as if no Leases or Contracts had previously been granted, made, or entered into.

Contracts may be altered.

VI. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being empowered by this Act to make Leases and enter into Contracts as aforesaid from Time to Time to enter into any new Covenants or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts; and the Hereditaments so surrendered may be contracted and agreed to be leased and afterwards leased under the Powers and Authorities herein-before contained, or any of them, in the same and the like Manner as if no Contract or Contracts in respect thereof had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly made and granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed; and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to such Lease.

Power to appropriate Lands for Streets, &c.

VII. Provided always, and be it further enacted, That it shall and may be lawful to and for the Person or Persons for the Time being authorized by this Act to make Leases to lay out and appropriate any Part of the said Hereditaments described in the Schedule to this Act as and for any Way or Ways, Squares, Crescents, Circuses, or other Spaces of Ground, Street or Streets, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences for the general Improvement of the Estate.

General Saving.

VIII. Saving always to the King's most Excellent Majesty, and to all and every other Person and Persons, Bodies Politic and Corporate, his and their Heirs, Successors, Executors, Administrators, and Assigns, (except the said *James Thomas* Earl of *Courtown*, his Heirs and Assigns, and the Sons of the said *James Thomas* Earl of *Courtown* by the said *Charlotte Albinia* his late Wife, and the Heirs Male of the Body of such Sons respectively, and all other Persons, if any, claiming or deriving Title under the said Indentures of the Second and Third Days of *July* One thousand eight hundred and twenty-two,) all his, her, and their Right, Title, and Interest, Claim and

Demand whatsoever of, in, or to the Hereditaments described in the Schedule to this Act annexed, or any Part thereof, any thing herein contained to the contrary thereof in anywise notwithstanding.

Act to be printed by the King's Printers.

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

The Schedule referred to by the foregoing Act.

ALL those Towns, Messuages, Mills, Farms, Lands, Woods, Tenements, and Hereditaments commonly called or known by the several Names of, or situate, lying, and being in, Ballymoney, Banoge, Bally Comelone, Ballycale, Ballynglan, Ballygarrett, Ballincarrig, Ballyskertin, Ballybeg otherwise Ballybegslewloy, Bolinrusk, Ballycaddane, Courtown, Coolnevekin otherwise Coolneveagh, Coolenehinch, Cronellar, Cooltincurra, Cloneland, Cockels and Ralphs Wood, Donishell otherwise Dunishell, Kilbridge, Kildermott, Kilmurry, Kiltennell, Knockcuffe, Mill Land, Mount Alexander, Prospect, Rahinagurrin, and Thomsilla, in the said County of Wexford; and also all those Towns, Farms, Lands, Tenements, and Hereditaments called Ardemine and Ballynatra, and all other the Towns, Messuages, Farms, Lands, Woods, Rents, Tenements, and Hereditaments whatsoever of the said James Thomas Earl of Courtown situate, lying, being, or arising in or within the said County of Wexford, except the Capital Messuage or Mansion House called or known by the Name of Kilbride otherwise Courtown, with the Park, Demesne Lands, and other Lands and Appurtenances thereunto belonging.

Loftus Owen.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE, Printers to the King's most Excellent Majesty. 1836.