



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 26.

An Act for vesting the Freehold and Leasehold Estates late belonging to *Richard Sparrow* of *Oakland* in the County of *Tipperary*, Esquire, deceased, in Trustees, to be sold for Payment of his Debts, and applying the Surplus for the Benefit of the Devises in the Will of the said Deceased named. [25th August 1835.]

WHEREAS *Richard Sparrow* late of *Oakland* in the County of *Tipperary*, Esquire, deceased, duly made and published his last Will and Testament in Writing bearing Date on or about the Ninth Day of *July* One thousand eight hundred and ten, and which was executed and attested in such Manner as is by Law required for rendering valid Devises of Freehold Estates, and thereby gave, devised, and bequeathed unto *Joshua William Fennel* of *Ballybrado*, Esquire, and *John Fennel* of *Cahir Abbey*, Esquire, all his Real, Freehold, and Leasehold Estates, to hold to them from and immediately after his Decease, upon Trust and to the Intent and Purpose that they the said *Joshua William Fennel* and *John Fennel*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, out of the Rents, Issues, and Profits arising out of his said Real, Freehold, and Leasehold Estates, well and truly pay or cause to be paid unto his Sister-in-Law *Lydia Goff*, now *Lydia Lamphier*, or her Assigns, during her Life, the yearly Sum of Annuity of Two hundred Pounds, to be paid half-yearly by Two even

Testator's Will, dated 9th July 1810.

[Private.]

and equal Portions, the first Payment thereof to be made on the First Day of *November* next after his Decease; and after Payment of the said Annuity in Trust to pay over the Remainder of the Rents, Issues, and Profits of the said Real, Freehold, and Leasehold Estates to and amongst his Children in equal Shares and Proportions, or in such Shares and Proportions as he (the said Testator) should by Deed in his Lifetime, or by any other Will thereafter to be executed, direct and appoint, it being his Intent and Meaning to direct thereafter more particularly how his Estates were to be distributed amongst his Children; and the said Testator also left and bequeathed the Sum of One hundred Pounds Sterling to his said Sister-in-Law, to be paid her by his Executors immediately after his Decease, having then already, upon the Intermarriage of his eldest Daughter *Elizabeth*, settled Property to the Amount of Four hundred Pounds *per Annum* upon her, his Will was, that in case of his Decease without making the intended Distribution of his Property amongst his Children by a future Will, her Share should be less by the said annual Sum of Four hundred Pounds than her Sisters; and the said Testator appointed his Son-in-Law *Samuel Penrose* Esquire and *Isaac Jacob* of *Clonmel*, Merchant, Executors of his said Will: And whereas the said Testator departed this Life in the Month of *April* One thousand eight hundred and thirteen without altering or revoking his said Will, and leaving his Three Daughters, namely, Dame *Elizabeth Keane*, now the Wife of Sir *Richard Keane* of *Cappoquin* in the County of *Waterford*, Baronet, then *Elizabeth Penrose* Widow, *Sarah Roche*, now the Wife of the Reverend *George Tierney Roche* of *Youghall* in the County of *Cork*, then *Sarah Sparrow* Spinster, and *Jane Balmory*, the Wife of *Louis Barthalymy Auguste Balmory*, now residing at *Lauzerte* in the Kingdom of *France*, then *Jane Sparrow* Spinster, his only Children, his Co-heirs at Law him surviving; and Letters of Administration, with the said last Will and Testament annexed, were duly granted to the said Dame *Elizabeth Keane*, then *Elizabeth Penrose*, by the proper Ecclesiastical Court: And whereas the said *Lydia Goff* intermarried some Time since with *Samuel Lamphier*: And whereas by Indentures of Lease and Release and Settlement, bearing Date respectively on or about the Twenty-sixth and Twenty-seventh Days of *October* One thousand eight hundred and fourteen, the Release and Settlement being made or expressed to be made between the said Sir *Richard Keane*, then *Richard Keane* Esquire, and therein described as the eldest Son of Sir *John Keane* Baronet, of the First Part, *Elizabeth Penrose* Widow, therein described as one of the Co-heiresses of the said Testator *Richard Sparrow*, and being the said *Elizabeth Sparrow* mentioned in the said Will, of the Second Part, and the said *John Fennel* and *Jacob Penrose* Esquire of the Third Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended, and shortly afterwards had and solemnized between the said *Richard Keane* and the said *Elizabeth Penrose*,) after reciting as therein is recited, it was by the now-reciting Indenture witnessed, that the said *Elizabeth Penrose*, in pursuance of the Agreement therein recited, and for the Purpose and the nominal Consideration therein mentioned, did grant, bargain, sell, release, and confirm, assign, and make over unto the said *John Fennel* and *Jacob Penrose* and their Heirs all that and those her undivided Part of the Towns and Lands of *Kilnemach* in the County of *Waterford*, the Town and Lands of *Abbey*, the Town and Lands of *New Abbey* and *Glenbarwn*, the Town and Lands of *Oakland* and *Patrickswell*, *Gortmore*, *Beehive*, *Marlfield*, *Woodhouse*,

Indenture
of 26th and
27th of Oc-
tober 1814.

house, and *Lismortagh*, the Town and Lands of *Ballyveelish*, together with several Houses in the Town of *Clonmell*, all which said Lands were situate, lying, and being in the County of *Tipperary*, and all her Estate, Right, Title, and Interest therein at Law and in Equity, with all and singular the Rents, Issues, and Profits thereof, and of every Part thereof, and all such Property and Estate of every Description as she then was seised and possessed of or entitled to as one of the Daughters or Co-heiresses of the said *Richard Sparrow*, to hold the same and every Part thereof unto the said *John Fennel* and *Jacob Penrose* and their Heirs, in Trust nevertheless for the Uses and Purposes following; namely, to receive the Rents, Issues, and Produce of all such Real, Freehold, and Personal Estates and Interests, and thereout, in the first place, to pay all such Head Rents, Renewal Fines, and other Expences as might be necessary to preserve the said Property, and all Expences attending that Trust, and then to dispose of the Residue of the said Rents, Issues, and Produce, and the said Real, Freehold, and Personal Property, Lands, Tenements, and Chattels, and every Part thereof, at all Times, in such Manner, and to such Person and Persons as the said *Elizabeth Penrose* should, notwithstanding her Coverture, at any Time or Times thereafter, direct, limit, or appoint, by any Deed or Deeds, or by her last Will and Testament, and in the meantime to pay the said Rents, Issues, and Produce to the said *Elizabeth Penrose* upon her sole Receipt, and for her sole and separate Use, free and unaffected by any Debts, Engagements, Dispositions, or Acts of or by her said then intended Husband *Richard Keane*, with full Power to the said *Elizabeth Penrose*, notwithstanding her Coverture, to sell, mortgage, or demise, or otherwise dispose of the said Real, Freehold, and Personal Property, and every Part thereof, as she should please, and also to join in any Partition of the same, and act in any respect in the Premises as if she were a Feme Sole; and in Trust, after the Death of the said *Elizabeth Penrose*, to assign and convey the said Real, Freehold, and Personal Property, or the Residue thereof undisposed of in her Lifetime, to the Heirs, Executors, Administrators, or Assigns of the said *Elizabeth Penrose*, according to the Nature of the said Property: And whereas by Indentures of Lease and Release and Settlement, bearing Date respectively the Twenty-second and Twenty-third Days of *April* One thousand eight hundred and twenty-one, the Release and Settlement being made or expressed to be made between *George Roche* Esquire of the First Part, the said *George Tierney Roche*, therein described as the eldest Son of the said *George Roche* the elder, of the Second Part, the said *Sarah Roche*, then *Sarah Sparrow* Spinster, and therein described as the Daughter of the said Testator *Richard Sparrow*, of the Third Part, the said *Joshua William Fennel* and *John Fennel*, therein described as Trustees named in the Will of the said *Richard Sparrow*, of the Fourth Part, the said Sir *Richard Keane* Baronet, then *Richard Keane* Esquire, and *Joseph Fade Goffe* Esquire, of the Fifth Part, and *Robert Montgomery Borland* and *Thomas Blood* the younger, Esquires, of the Sixth Part, being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards had and solemnized between the said *George Tierney Roche* and *Sarah Roche*, then *Sarah Sparrow*, after reciting as therein is recited, it was by the now-reciting Indenture (amongst other Things) witnessed, that in prospect and consideration of the said then intended Marriage, and for making a Provision for the said *Sarah Sparrow* in case she

Indentures,
dated 22d
and 23d of
April 1821.

she should survive the said *George Tierney Roche*, and for the Issue of the said then intended Marriage, and for conveying, settling, and assuring the several Lands, Houses, Tenements, and Hereditaments therein-before and therein-after mentioned, and for the nominal Consideration therein mentioned, they the said *Sarah Sparrow* and the said *Joshua William Fennel* and *John Fennel*, as such Trustees as before mentioned, according to their several Estates and Interests therein, did grant, bargain, sell, release, and confirm unto the said *Richard Keane* and *Joseph Fade Goffe*, their Heirs and Assigns, the said *Sarah Sparrow's* undivided Share or Part under her said Father's Will in all and singular the Hereditaments and Premises comprised in and conveyed by the herein-before recited Indenture of the Twenty-seventh Day of *October* One thousand eight hundred and fourteen, with their and every of their Appurtenances, to hold the same unto the said *Richard Keane* and *Joseph Fade Goffe*, their Heirs and Assigns, according to the Nature of the Estate therein, whether Freehold or Chattel, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Limitations, Provisoos, and Agreements, as were therein and herein after in part limited, expressed, and declared of and concerning the same; (that was to say,) from and after the Solemnization of the said then intended Marriage, to the Use of the said *George Tierney Roche* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use and Behoof of the said *Sarah Sparrow* and her Assigns for her Life, without Impeachment of Waste; with a Limitation to the Use of the said *Richard Keane* and *Joseph Fade Goffe*, their Heirs and Assigns, during the respective Lives of the said *George Tierney Roche* and *Sarah Sparrow*, upon Trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of all and every or such One or more of the Child or Children of the said *George Tierney Roche* on the Body of the said *Sarah Sparrow* lawfully to be begotten, in such Shares and Proportions, and for such Estate and Estates, and subject to such Conditions, Provisoos, and Limitations, and chargeable with the Payment of such Sum of Money unto, amongst, or in Trust, and for the Use of such One or more of the other Children of the said Marriage lawfully to be begotten, and in such Manner and Form, with or without Power of Revocation, as the said *Sarah Sparrow* should at any Time or Times by any Deed or Deeds, Writing or Writings, by her duly executed under her Hand and Seal, in the Presence of and attested by Two credible Witnesses, or by her last Will and Testament in Writing, or Writing in the Nature of a last Will and Testament, duly executed and attested by Three credible Witnesses, notwithstanding her Coverture, direct, limit, and appoint; and in default of such Appointment, to the Use of all and every the Children of the said Marriage, to be equally divided between them, Share and Share alike, as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of their Bodies; and in case One or more such Children should die without Issue of his, her, or their respective Bodies, then, as to the Share or Shares of him, her, or them so dying without Issue, to the Use of the Survivors or others of them, to be equally divided between them, if more than One, Share and Share alike, to take as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Bodies of such Survivors or others of them lawfully issuing; and in case all such Children should happen to die without Issue of their respective Bodies, or there should

be but One such Child, then to the Use of such Child and the Heirs of his or her Body; and in default of such Issue, then to such Person or Persons, and for such Estate and Estates, and subject to such Conditions, Provisoos, and Limitations, as the said *Sarah Sparrow* should by any Deed executed by her as aforesaid, or by her last Will and Testament in Writing duly executed and attested, or by any Writing in the Nature of a last Will and Testament duly executed as aforesaid, notwithstanding her Coverture, direct, limit, or appoint; and in default of such Appointment, to the Use and Behoof of the said *Sarah Sparrow*, her Heirs, Executors, Administrators, and Assigns; and it was by the now-reciting Indenture provided and agreed, that, notwithstanding any of the Trusts therein-before declared, all or any Part of the said Messuages or Tenements and Premises should or might be absolutely sold and disposed of by the said *Richard Keane* and *Joseph Fade Goffe*, or the Survivor of them, his Executors or Administrators, for the Purpose of discharging all or any of the Incumbrances then affecting the same Premises, but for no other Purpose whatsoever, without such Consent in Writing of the said *George Tierney Roche* and *Sarah Sparrow*, or of the Survivor of them, as therein-before mentioned, for any Price which they or he should think reasonable; and that in case of such Sale the Money to arise or be produced from the same should be paid to the said *Richard Keane* and *Joseph Fade Goffe*, or other the acting Trustees or Trustee of the now-reciting Settlement for the Time being, for the Purpose of discharging such Incumbrances, but without any Necessity or Obligation on the Part of the Purchaser or Purchasers thereof to see to the Application of such Money, or to be subject to any Liability for or on account of the Misapplication of the same, so as he, she, or they should take the Receipt or Receipts of such acting Trustees or Trustee for the same Money: And whereas by Indentures of Lease and Release and Settlement, bearing Date respectively the Fourth and Fifth Days of *April* One thousand eight hundred and twenty-four, the Release and Settlement being made or expressed to be made between the said *Louis Barthalmy Auguste Balmary*, therein described as the Son of *Henry François Balmary* deceased, of the First Part, the said *Jane Balmary*, then *Jané Sparrow* Spinster, therein described as the Daughter of the said Testator *Richard Sparrow*, of the Second Part, the said *Joshua William Fennel* and *John Fennel*, therein described as Trustees named in the Will of the said *Richard Sparrow*, of the Third Part, and *Marcelin Balmary* and the said *Joseph Fade Goffe* of the Fourth Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended, and shortly afterwards had and solemnized between the said *Louis Barthalmy Auguste Balmary* and the said *Jane Sparrow*, Party thereto,) it was by the said Indenture of Release and Settlement witnessed, that in prospect and consideration of the said then intended Marriage, and for making a Provision for the said *Jane Sparrow* in case she should survive the said *Louis Barthalmy Auguste Balmary*, and for the Issue of the said then intended Marriage, and for conveying, settling, and assuring the several Lands and Premises therein-before and therein-after mentioned, and for the nominal Consideration therein mentioned, they the said *Jane Sparrow*, and the said *Joshua William Fennel* and *John Fennel* as such Trustees as aforesaid, according to their several Estates and Interests therein, did grant, bargain, sell, release, and confirm unto the said *Marcelin Balmary* and *Joseph Fade Goffe*, their Heirs and Assigns, all her the said *Jane Sparrow's*

[Private.]

Indentures
dated 4th and
5th April
1824.

row's undivided Share or Part under her said Father's Will in all and singular the Hereditaments and Premises therein particularly mentioned and described, being the same Hereditaments and Premises as are conveyed and assured by the herein-before recited Indentures of Release and Settlement of the Twenty-seventh Day of *October* One thousand eight hundred and fourteen and the Twenty-third Day of *April* One thousand eight hundred and twenty-one, with their and every of their Appurtenances, to hold the same unto the said *Marcelin Balmary* and *Joseph Fade Goffe*, their Heirs, Executors, Administrators, and Assigns, according to the Nature of the Estate therein, whether Freehold or Chattel, to such Uses, upon such Trusts, and to and for such Ends, Intents, and Purposes, and under and subject to such Limitations, Provisoos, and Agreements as were therein and herein after in part limited, expressed, and declared of and concerning the same; (that was to say,) from and after the Solemnization of the said then intended Marriage, to the Use of the said *Marcelin Balmary* and *Joseph Fade Goffe*, their Heirs, Executors, Administrators, and Assigns, during the Life of the said *Jane Sparrow*, upon Trust to support the contingent Remainders therein-after limited, but to permit and suffer the said *Jane Sparrow* during her Life, notwithstanding her Coverture, to take and receive the Rents and Profits thereof to her own sole Use and Benefit; with Remainder to the Use of all and every or such or One or more of the Child or Children of the said *Louis Barthalmy Auguste Balmary* on the Body of the said *Jane Sparrow* lawfully to be begotten, in such Shares and Proportions, and for such Estate and Estates, and subject to such Conditions, Provisoos, and Limitations, and chargeable with the Payment of such Sum of Money unto, amongst, or in Trust, and for the Use of such One or more of the other Children of the said then intended Marriage lawfully to be begotten, and in such Manner and Form, with or without Power of Revocation, as the said *Jane Sparrow* should at any Time or Times by any Deed or Deeds, Writing or Writings, by her duly executed under her Hand and Seal in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or Writing in the Nature of a last Will and Testament, duly executed and attested by Three credible Witnesses, notwithstanding her Coverture, direct, limit, and appoint; and in default of such Appointment to the Use of all and every the Children of the said Marriage, to be equally divided between them, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of their Bodies; and in case One or more of such Children should die without Issue of his, her, or their respective Bodies, then, as to the Share or Shares of him, her, or them so dying without Issue, to the Use of the Survivors or others of them, to be equally divided between them, if more than One, Share and Share alike, to take as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the Bodies of such Survivors or others of them lawfully issuing; and in case all such Children should happen to die without Issue of their respective Bodies, or there shall be but One such Child, then to the Use of such Child, and the Heirs of his or her Body; and in default of such Issue, then to such Person or Persons, and for such Estate and Estates, and subject to such Conditions, Provisoos, and Limitations, as the said *Jane Sparrow* should by any Deed executed by her as aforesaid, or by her last Will and Testament in Writing duly executed and attested, or by any

Writing in the Nature of a last Will and Testament duly executed as aforesaid, notwithstanding her Coverture, direct, limit, and appoint; and in default of such Appointment, to the Use and Behoof of the said *Jane Sparrow*, her Heirs, Executors, Administrators, and Assigns; and it was by the now-reciting Indenture provided, declared, and agreed, that, notwithstanding any of the Trusts therein-before declared, all or any Part of the said Lands, Tenements, or Premises should or might be absolutely sold and disposed of by the said *Marcelin Balmory* and *Joseph Fade Goffe*, or the Survivor of them, or the Executors or Administrators of such Survivor, for the Purpose of discharging to the Extent of the Share or Proportion to which the said *Jane Sparrow* was liable on foot of all or any of the Incumbrances now affecting the same Premises, but for no other Purpose whatsoever, with the Consent in Writing of the said *Jane Sparrow*, notwithstanding her Coverture, for any Price which he or they should think reasonable; and that in case of such Sale the Money to arise or be produced from the same should be paid to the said *Marcelin Balmory* and *Joseph Fade Goffe*, or either of them, as the acting Trustee under the now-reciting Settlement for the Time being, for the Purpose of discharging such Incumbrances, but without any Necessity or Obligation on the Part of the Purchaser or Purchasers thereof to see to the Application of such Money, or be subject to any Liability for or on account of the Misapplication of the same, so as he, she, or they should take the Receipt or Receipts of such acting Trustee or Trustees for the same Money: And whereas the Marriage between the said *George Tierney Roche* and *Sarah Sparrow* was duly had and solemnized: And whereas there is Issue of the said *George Tierney Roche* and *Sarah* his Wife Six Children, namely, *Charlotte Roche*, *Emma Roche*, *George Roche*, *Jane Roche*, *Richard Roche*, and *Eliza Roche*: And whereas the Marriage between the said *Louis Barthalymy Auguste Balmory* and *Jane Sparrow* was duly solemnized: And whereas there is Issue of the said *Louis Barthalymy Auguste Balmory* and *Jane* his Wife Two Children, namely, *Emma Balmory* and *Lydia Balmory*: And whereas the said *John Fennel* departed this Life some Years since: And whereas the said *Joseph Fade Goffe* departed this Life on or about the Twenty-fifth Day of *February* One thousand eight hundred and twenty-six: And whereas the Freehold and Leasehold Estates of which the said Testator died seised or possessed of or entitled to consisted of the several Towns, Lands, Hereditaments, and Premises mentioned and set forth in the Schedule to this Act: And whereas the said Testator at the Time of his Death was very much indebted by Mortgage, Bond, and Judgment: And whereas the Rental of the Estates devised by the said Will of the said *Richard Sparrow* deceased amount to Three thousand one hundred and sixty Pounds Two Shillings and Five-pence Halfpenny, subject to Head Rents amounting to One thousand one hundred and twelve Pounds Six Shillings and Nine-pence, exclusive of One hundred and eighty-four Pounds Twelve Shillings and Four-pence a Year payable to Mrs. *Lydia Lamphier*, (aged upwards of Seventy Years,) and the Estates are held under Ten different Titles in Fee Simple, Eight Freeholds, and One Chattel, and the Interest on the Incumbrances affecting the said Estates amounts to One thousand one hundred and seventy-six Pounds yearly, and after all the Outgoings the Profit does not amount to more than Seven hundred Pounds a Year, and if the Creditors were to take different Proceedings to call in their Debts the said Surplus or Profit Rent would be entirely lost: And whereas the
Leasehold

Leasehold and Personal Estate of the said Testator are not by any Means sufficient to satisfy his said Debts, and in consequence of such Deficiency a Court of Equity would marshall the Assets of the said Testator, and it will be necessary to resort to the Freehold Estates lately belonging to him and by his said Will devised, and to sell the same, or such Part or Parts thereof as will be sufficient to pay and satisfy the said Debts; but the said Will does not contain any Power of Sale, and a marketable Title cannot be made to the said Estates or any Part thereof without the Aid and Authority of Parliament: And whereas it would be advantageous to the several Parties interested in the Real, Freehold, and Leasehold Estates of the said *Richard Sparrow* devised by his said Will, and the Means of preventing great Expences by the Suits of Creditors, if Powers were granted by Authority of Parliament for effecting a Sale of the said Real, Freehold, and Leasehold Estates, or a competent Part thereof, for the Purpose of discharging the said Mortgage, Bond, Judgment, and other Debts of the said *Richard Sparrow*, and that the same should be sold in Entirety and not in undivided Shares, and which cannot effectually be done without the Aid and Assistance of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said Sir *Richard Keane* and Dame *Elizabeth* his Wife, and the said *George Tierney Roche* and *Sarah* his Wife, on behalf of themselves and the said *Charlotte Roche*, *Emma Roche*, *George Roche*, *Jane Roche*, *Richard Roche*, and *Eliza Roche*, their Children, and the said *Jane Balmory* on behalf of herself and the said *Emma Balmory* and *Lydia Balmory*, her Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all and singular the several Towns, Lands, Hereditaments, and Premises in the Schedule to this Act mentioned and described, and respectively situate, lying, and being in the Counties of *Waterford* and *Tipperary* in that Part of the United Kingdom called *Ireland*, with all the Appurtenances thereunto respectively belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and all the Estate, Right, Title, Interest, Term and Terms for Lives or Years, Property, Claim, and Demand whatsoever of or to which the said *Richard Sparrow* deceased was at the Time of his Death seised or possessed or entitled in the same Hereditaments and Premises respectively, shall be vested in and settled upon *William Henry Penrose* of *Cappoquin* in the County of *Waterford*, Esquire, *Joseph Smith* of *Granby Row, Dublin*, Esquire, and *Henry Pedder* of *Clonmell* in the County of *Tipperary*, Esquire, their Heirs, Executors, Administrators, and Assigns, to the Use of the said *William Henry Penrose*, *Joseph Smith*, and *Henry Pedder*, their Heirs, Executors, Administrators, and Assigns, according to the different Tenures of the same Premises respectively, and for all the Estates and Interests which the said Testator had therein respectively, and which he so devised and bequeathed by his said Will, and discharged from all the Uses, Terms, Estates, Charges, and Interests created by his said Will, except the said Annuity to the said *Lydia Lamphier*, but subject to the several Mortgages and other Charges, Liens and Incumbrances, now existing thereon, and to the Interest due or to grow thereon, in such Manner as the said Premises are now liable to the same respectively, independently of the said Will of the said *Richard Sparrow*,

Estates
vested in
Trustees for
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Sparrow, and upon the Trusts and for the Intents and Purposes herein expressed and declared; that is to say, upon Trust that they the said *William Henry Penrose, Joseph Smith, and Henry Pedder*; and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, absolutely make sale and dispose of all and singular the said Towns, Lands, Hereditaments, and Premises hereby vested in them, and all their Estate and Interest therein, subject to the said Annuity of Two hundred Pounds *per Annum* for the Life of the said *Lydia Lamphier*, or discharged from the said Annuity in case the said *Lydia Lamphier*, or such other Person or Persons as shall be entitled to the said Annuity, shall duly consent thereto, and either by public Sale or private Contract, and in such Lots as may be thought proper, to any Person or Persons who shall be willing to purchase the same, and for the best Price or Prices that can or may, in the Opinion of the said Trustees or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, be reasonably obtained for the same, with Liberty to buy in the same at any Auction or Auctions, or by private Contract, without being answerable for any Loss which may happen by such Resale, and to do, perform, and execute all other Acts, Matters, Deeds, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales, and also upon Trust that they the said *William Henry Penrose, Joseph Smith, and Henry Pedder*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, do and shall, upon Payment to the Person or Persons herein-after mentioned, or into the Bank of *Ireland* in manner herein-after directed, of the Purchase Monies to be received by the Sale of the said Hereditaments and Premises respectively; or of any Part or Parts thereof, convey, assign, and assure the same Hereditaments and Premises, with their and every of their Appurtenances, unto or to the Use of the Purchaser or respective Purchasers thereof, his, her, or their Heirs, Executors, Administrators, and Assigns; or to such Uses, and upon and for such Trusts, Intents, and Purposes, and in such Manner, as he, she, or they shall direct or appoint.

II. And be it further enacted, That in the meantime and until the said Hereditaments and Premises hereby authorized to be sold as aforesaid shall be disposed of by virtue of this Act, and conveyed to the Purchaser or Purchasers thereof respectively, the Rents, Issues, and Profits thereof shall go to the same Persons, and be payable and applicable unto and for the same Intents and Purposes, as the same would have gone to or been payable or applicable unto and for in case this Act had not been passed.

Application
of Rents in
the mean-
time.

III. And be it further enacted, That the Purchase Money to arise from the Sales hereby authorized to be made shall be paid and applied by the said Purchaser or respective Purchasers, in the first place, in and towards the Satisfaction and Discharge of the several Mortgages, Charges, Liens, and Incumbrances subsisting in the Lifetime of the said Testator and now existing thereon as aforesaid; together with the Interest thereof, and of such Costs and Expences, if any, as the respective Mortgagees or other Incumbrancers, their Heirs, Executors, Administrators, or Assigns, shall be entitled to receive in respect thereof, yet so nevertheless that the Mortgages, Charges, Liens, Incumbrances, Interest, Costs, and Expences specifically affecting the same Estates, Hereditaments, and Premises respec-

Application
of Purchase
Monies.

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tively shall be answered out of the Purchase Monies to arise or be received from the Hereditaments respectively which are subject to those Mortgages, Charges, Liens, and Incumbrances; provided that only such Mortgages, Charges, Liens, and Incumbrances, Interest, Costs, and Expences, shall be paid out of the Monies to arise from the Sale of the said Freehold Hereditaments to be sold and disposed of under the Authority of this Act as would have been payable out of the same Hereditaments, in case this Act had not been passed, in a due Course of Administration.

Application
of Surplus.

IV. And be it further enacted, That the Residue of the Monies to arise from the said Sales, after Payment of such Mortgages, Charges, Liens, Incumbrances, Interest, Costs, and Expences as are herein-before provided for, shall be paid by the Purchaser or Purchasers of the said Hereditaments and Premises into the Bank of *Ireland* 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 Purchasers of the Estates of the late *Richard Sparrow* deceased," pursuant to the Method prescribed by the Act of the Twenty-third and Twenty-fourth Years of the Reign of King *George* the Third, Chapter Twenty-two, and the General Orders of the said Court, without Fee or Reward; and so soon as may be after such Monies shall have been so paid in as aforesaid a sufficient Part thereof shall, upon the Petition of the said *Sir Richard Keane* and *Dame Elizabeth* his Wife, *George Tierney Roche* and *Sarah* his Wife, *Louis Barthalymy Auguste Balmary* and *Jane* his Wife, or any or either of them, or of any other Person or Persons interested in the said Trust Estates and Premises, in a summary Way, be appropriated in discharge of the Costs, Charges, and Expences incurred preparatory to and in applying for and obtaining this Act, and also of the Costs, Charges, and Expences attending such Sale or Sales and incidental thereto, and attending or incidental to the Execution of the several Trusts hereby created; and after Payment of such Costs, Charges, and Expences, then such Monies or a sufficient Part thereof shall be in like Manner applied in liquidation of such of the said Mortgage Debts as shall not have been fully satisfied by the Monies to arise from the Sale of the Hereditaments and Premises whereupon such Mortgage Debts are secured, and of the Specialty and other Debts of the said Testator *Richard Sparrow*, and of any Sums of Money applied by the said *Sir Richard Keane* and *Dame Elizabeth* his Wife, *Sarah Roche*, and *Jane Balmary*, or any of them, in payment of any Debts affecting the said several Estates, Hereditaments, and Premises, and all Interest due in respect of all such Debts, in a due Course of Administration; and from and after Satisfaction and Discharge of all the Monies by this Act directed to be paid, then the Surplus (if any) of the said Purchase Monies shall be laid out and invested, under the Order and Direction and with the Approbation of the said Court of Chancery, in the Purchase of Freehold Lands or Hereditaments in *Ireland*, to be conveyed and settled to such Uses and in such Manner as the said Court shall think fit to direct, (which Direction the said Court is hereby authorized to give on Petition in a summary Way as aforesaid,) for assuring, in divided Shares, to the said *Sir Richard Keane* and *Dame Elizabeth* his Wife, *George Tierney Roche* and *Sarah* his Wife, *Louis Barthalymy Auguste Balmary* and *Jane* his Wife respectively, and the respective Issue of the said *Sarah Roche* and *Jane Balmary*, such Estates in the same Lands and Hereditaments so to be purchased as they respectively have in the said

2

Hereditaments

Hereditaments and Premises so directed to be sold as aforesaid, Regard being had to the Estates and Interests devised to them by the said Will in the said Hereditaments and Premises so by this Act directed to be sold, and to the said herein-before recited Indentures of Settlement respectively, such divided Shares and Interest in the Residue of the said Monies to be determined in like Manner by the said Court of Chancery on Petition in a summary Way.

V. And be it further enacted, That all Sums of Money which shall be paid into the Bank as aforesaid shall in the meantime, and until the same shall be invested in such Purchase or Purchases as aforesaid, from Time to Time be laid out, under the Direction of the said Court of Chancery in *Ireland*, in the Purchase of *Irish* Government Debentures or *Irish* Treasury Bills; and the Interest arising from the Money so laid out, and the Money received for such Bills as they shall be respectively paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other *Irish* Debentures or *Irish* Treasury Bills; provided always, that it shall be lawful for the said Court of Chancery in *Ireland* to make such General or Special Order or Orders, if necessary, that whenever the said Debentures or Treasury Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Debentures or Treasury Bills shall be issued, such new Debentures or Bills may be received in exchange and substituted for those which are so in course of Payment, as shall be effectual for enabling such Receipt or Exchange, and that in such Event the Interest of the new Debentures or Bills shall be laid out as before directed with respect to the Interest on the old Bills so to be paid off as aforesaid; all which said Debentures or Treasury Bills respectively, whether purchased or exchanged or substituted, shall be deposited in the Bank of *Ireland* in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases may be found and approved as herein-before directed, and until the same shall (upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by or on behalf of the said Sir *Richard Keane* and Dame *Elizabeth* his Wife, *George Tierney Roche* and *Sarah* his Wife, *Jane Balmory*, or other the Person or Persons who would have been entitled to the Messuages, Lands, or Hereditaments so to be purchased as aforesaid in case the same had been then actually purchased by virtue of this Act,) be ordered to be sold by the said Accountant General for completing such Purchase or Purchases, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Debentures or Treasury Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Applications to the said Court shall be paid to the Person or Persons respectively who would for the Time being have been entitled to receive the Rents and Profits of the Messuages, Lands, Hereditaments, and Premises hereby directed to be purchased in case the same had been so purchased, or to the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate, and in such Proportions, to be ascertained by the Court on Petition in a summary Way, as he, she, or they would have been entitled to receive such Rents and Profits.

Investment
of Monies
until Appro-
priation.

VI. And

Receipts of Mortgagees and Accountant General to be sufficient Discharges.

VI. And be it further enacted, That the Receipt or Receipts of the several Mortgagees, their Heirs, Executors, Administrators, or Assigns, or of such other Person or Persons as are by this Act authorized to receive any Part or Parts of the said Purchase Monies, shall (as to such Monies as shall be paid to them respectively under the Authority of this Act), and the Certificate or Certificates of the said Accountant General of the Payment of any Monies into the Bank of *Ireland*, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, shall (as to such Monies as are hereby directed to be paid into the said Bank) be from Time to Time good and sufficient Discharges for such Monies; and the Purchaser and Purchasers and other Person and Persons taking such Receipts and Certificates respectively, his, her, and their Heirs, Executors, Administrators, Appointees, and Assigns, shall not afterwards be accountable for any Misapplication or Nonapplication of such Money, or be bound or obliged to attend to the Application thereof or of any Part thereof.

Taxing Costs.

VII. And be it further enacted, That it shall be lawful for the High Court of Chancery in *Ireland* and the same Court is hereby required from Time to Time to make an Order for taxing and settling the Costs, Charges, and Expences by this Act directed to be paid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing the same in new Purchases as aforesaid, and for the Payment of all such Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the said Debentures or Treasury Bills so to be purchased as aforesaid.

Appointment of new Trustees.

VIII. And be it further enacted, That if the said *William Henry Penrose*, *Joseph Smith*, and *Henry Pedder*, or either of them, or the Trustees or Trustee to be nominated, substituted, or appointed in their or his Stead as herein-after directed, or either of them, or any succeeding Trustees or Trustee to be in like Manner nominated, substituted, or appointed, or either of them, or the Heirs, Executors, Administrators, or Assigns of either of such Trustees, shall die, or desire to relinquish or to be discharged from, or shall neglect, decline, or refuse, or become incapable to act in the Trusts hereby created, or shall go to reside beyond Seas, before the same Trusts shall be completed and performed, then and so often as such Event shall so occur new Trustees or a new Trustee, as the Case may require, shall be nominated, substituted, or appointed by Order of the High Court of Chancery in *Ireland* (to be made in a summary Way upon Petition, pursuant to the Method prescribed by the Act of the Sixth Year of His late Majesty King *George* the Fourth, Chapter Seventy-four,) in the Stead of the Persons or Person so dying, or desiring to relinquish or to be discharged from, or neglecting, declining, or refusing, or becoming incapable to act in the Trusts hereby created, or going to reside beyond Seas as aforesaid; and that after every such Nomination, Substitution, or Appointment shall have been so made and completed all and singular the said Trust Estates, Monies, and Premises hereby vested in Trustees, or so much thereof as shall then remain undisposed of or unappropriated and unapplied, shall, by a like Order, and to be in like Manner obtained, be forthwith conveyed, assigned, transferred,

transferred, and assured in such Manner and so that the same shall and may be and become legally and effectually vested in such new or substituted Trustees or Trustee, either alone or jointly with the continuing Trustee or Trustees, as the Circumstances may require, to, for, and upon such of the Uses, Trusts, Intents, and Purposes hereby declared as shall be then existing undetermined and capable of taking effect.

IX. And be it further enacted, That the Trustees or Trustee for the Time being under the Provisions of this Act, or either of such Trustees, their or either of their Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for any more Money than they, he, or she shall respectively actually receive by virtue of the Trusts hereby in them, him, or her reposed, notwithstanding their, his, or her joining in any Act for Conformity, and that neither of them shall be accountable for the Acts or Defaults of the other of them, nor for any Loss which may happen to the said Trust Estates, Monies, and Premises, or any Part thereof, in the Execution of the Trusts hereby created, so as such Loss shall not happen through their, his, or her wilful Neglect or Default. Indemnity to Trustees.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Successors, Heirs, Executors, Administrators, and Assigns, (other than and except to the said Sir *Richard Keane* and Dame *Elizabeth* his Wife, *George Tierney Roche* and *Sarah* his Wife, *Louis Barthalymy Auguste Balmory* and *Jane* his Wife, and *Marcelin Balmory*, their Heirs, Executors, Administrators, and Assigns, and the respective Issue of the said *Sarah Roche* and *Jane Balmory*,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever in or to the said Towns, Lands, Hereditaments, and Premises hereby vested in Trust to be sold as aforesaid, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have had, enjoyed, or been entitled to if this Act had not been passed. General Saving.

XI. 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. Act to be printed by the King's Printers.

The SCHEDULE, herein-before referred to, numbered 1,

Containing a PARTICULAR of the REAL, FREEHOLD, and LEASEHOLD ESTATES of the said RICHARD SPARROW.

Denominations.	Tenure.	Under whom held.	Head Rents.			Quantities.			Tenants Names.	Rent paid.		
			£	s.	d.	A.	R.	P.		£	s.	d.
Woodhouse -	Fee Simple	None -	None	-	-	317	2	28	William Slattery Michael Quin - Bazil Bryan - Messieurs Stein and Co. Edward Looby - James M'Queen Representatives of Weston. Representatives of Pat Ryan.	101	2	2
Marfield Mills and Premi- ses belong- ing thereto.	Freehold -	John Bagwell	396	8	6	-	-	-	John Bagwell - Representatives of Looby. Representatives of Weston. Denis Shanahan Representatives of James Daniel. Robin Shea - Ditto, Daniel's Lot. Representatives of Meskill. Andrew Crowley Representatives of Bryan.	193	19	9
Abbey Slo- naghty.	Freehold -	Stephen Moore	58	11	8	102	3	0	Michael Keily - James Phelan - John Bagwell - Michael Connor and Son. William Cooney William Moore - Ditto - - D. and M. Ahearn Representatives of Kenedy.	90	1	8
Abbey Hill or Green's Ab- bey.	Freehold -	Stephen Moore Representa- tives of Green. Fell's Rent- charge. White's Do.	97	9	6½	51	2	2	P. Shanahan - Representatives of O'Cooney.	606	18	6
Patrickswell -	Freehold	Adam Perry	17	10	9	15	2	29	130	14	8	
New Abbey and Sub- denomina- tions.	Freehold	Stephen Moore John Bagwell.	209	0	10	229	1	26	77	2	6	
Ballyveelish -	Freehold	Mrs. Osborne	47	17	6	92	0	0	21	0	0	
Kilnemack -	Freehold	Samuel Green	144	0	0	300	0	0	142	8	6	

Denominations.	Tenure.	Under whom held.	Head Rents.	Quantities.	Tenants Names.	Rent paid.
			£ s. d.	A. R. P.		£ s. d.
		John Bagwell	15 13 3	14 3 27	James Cooney - Lot, late Griffin's Cooney and Coughlan. James Cooney for Oziers. Representatives of D. Keily. Widow Geeran - James Butler - James Keily - William King -	60 0 0 50 0 0 32 0 0 4 4 0 16 16 0 0 10 6 3 10 0 3 13 10½ 10 10 0
Field near the Barracks.	Freehold	Charles Ryell	6 2 0	1 0 0		
Russellstown	Leasehold	Lady Osborne	18 7 2	20 0 0	Thomas S. Grubb	27 13 10
			1,112 6 9	1,114 3 32	£	3,160 1 5½

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