



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 6.

An Act for granting further Power to lease for Building and Improving Purposes certain Parts of the Estates situate in the County of *Dublin* of Sir *Charles Compton William Domvile* Baronet, and to accept Surrenders of Leases of such Portions of the said Estates, and for other Purposes.

[20th August 1860.]

WHEREAS *Charles Domvile*, late of *Santry House* in the County of *Dublin* in *Ireland*, Esquire, deceased, by his last Will and Testament in Writing bearing Date the Fifth Day of *September* One thousand seven hundred and eighty-eight, and so executed and attested as to pass Freehold Estates, gave and devised unto Sir *Charles Booth* of *Harriettstown Place* in the County of *Kent*, and the Reverend *Anthony Darby* of *Ballygall* in the County of *Dublin*, and their Heirs, all and singular the Manors, Towns, Lands, and Hereditaments situate in the Kingdom of *Ireland* of or to which he the said *Charles Domvile*, or any Person or Persons in trust for him, was or were seised or entitled for any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, or of which he the said *Charles Domvile* had

Will of
C. Domvile,
dated 5th
September
1788.

[*Private.*]

3 a

Power

The Domvile Estate Act, 1860.

Power to dispose by his Will, with their Rights, Members, and Appurtenances, to hold unto the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, to the Uses and for the Trusts, Intents, and Purposes, and subject to the Powers, Provisoos, and Declarations therein-after by the said *Charles Domvile* limited and expressed of and concerning the same, that was to say, as to his Mansion House at *Templeogue* in the County of *Dublin* to the Use of his the said *Charles Domvile's* Wife *Margaret Domvile* (since deceased) during her Life, and as to all other the said Manors, Towns, Lands, Tenements, and Hereditaments to the Use that his said Wife *Margaret Domvile* and her Assigns should receive and take during the natural Life of the said *Margaret Domvile* an annual Sum or Rent of Seven hundred Pounds charged upon and issuing and payable out of all the said Lands and Hereditaments, save those devised to her for her Life as aforesaid, and to the further Use and Intent that *Mary Armstrong* and *Michael Canavan*, each of them, and the Assigns of each of them, should, during the Lives respectively of the said *Mary Armstrong* and *Michael Canavan*, take and receive an annual Sum or Rent of Twenty-one Pounds charged upon and issuing and payable out of the same Lands and Hereditaments as the said Annuity to said *Margaret Domvile*, and, subject to the said annual Sums or Rents as to the Manors and other Hereditaments charged therewith, to the Use of *Thomas Baker* of *Cardiff* in the County of *Dublin* and *John Evans* the younger of *Stephen's Green, Dublin*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon the Trusts and for the Purposes therein-after declared of and concerning the same, and after the Expiration of said Term of One hundred Years, and in the meantime subject thereto as to the Manors and Hereditaments charged with the Payment of said annual Sums, and as to the Premises thereby devised to the said *Charles Domvile's* Wife immediately after her Decease, to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts and for the Purposes therein-after declared of and concerning the same, and after the Determination of said Term of One thousand Years, and in the meantime subject thereto, to the Use of his the said *Charles Domvile's* eldest Son, *Charles Domvile* (since deceased), during his natural Life, and from and after the Determination of that Estate by Forfeiture or otherwise during his Lifetime to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, during the Life of the said *Charles Domvile*, upon trust to support contingent Remainders, and from and after the Decease of the said *Charles Domvile* to the Use of the First and every other Son of the Body of the said *Charles Domvile*, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son successively and in Remainder one after another, the elder of such Sons and the Heirs Male of his Body being always to be preferred to the younger of such Sons and the Heirs Male

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Male of his and their Body and respective Bodies, Remainder to the Use of his the said *Charles Domvile* the elder's Second Son *Compton Domvile* (since deceased) and his Assigns during his natural Life, without Impeachment of Waste and from and after the Determination of that Estate by Forfeiture or otherwise during his Lifetime to the Use of the said Sir *Charles Booth* and *Anthony Darby*, their Heirs and Assigns, during the Life of said *Compton Domvile*, upon trust to support contingent Remainders; and from and after the Decease of the said *Compton Domvile* to the Use of the First and every other Son of the Body of the said *Compton Domvile*, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son, successively and in Remainder one after another, the elder of such Sons and the Heirs Male of his Body being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies, with divers Remainders over; and the said *Charles Domvile* thereby bequeathed unto the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, all and singular the Messuages, Tenements, and Lands then held by him by Lease from the Archbishop of *Dublin*, or to be held by him at the Time of his Decease, by virtue of any Renewal or Renewals of the said Lease, with their Appurtenances, (and which comprised all that and those the Castle and Manor of *Shankill* and *Rathmichael*,) being the Lands and Premises set forth and more particularly described in the Second Schedule to this Act, with their Appurtenances, held under Lease for a Term of Twenty-one Years, to hold unto the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, during all and every the Term and Terms of Years for which the same were then or thereafter should be held by virtue of any Renewal Fine, to be held upon the Trusts and for the Purposes therein-after declared of and concerning the same, (that was to say,) upon trust out of the Rents and Profits of the Premises yearly and every Year to pay, satisfy, and perform the Rent, Covenants, and Agreements in the then subsisting or any renewed Lease reserved and contained, and on the Part of the Lessee to be paid or performed, and upon further trust out of the said Rents and Profits to pay such Sum or Sums of Money as should be sufficient to defray the Fine or Fines and other Charges of renewing the then subsisting Lease, or any renewed or after-taken Lease of the said Premises; and the said *Charles Domvile* thereby declared his Will to be, that, subject to the aforesaid Trusts, the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in the Premises comprised in the said Lease, or any Lease thereafter to be taken of the said Premises, upon the Trusts and for the Intents and Purposes therein-after declared of and concerning the same, (that was to say,) upon trust to permit the said *Charles Domvile* the younger and his Assigns, during so many Years as he should live of the Term or Terms of Years then subsisting, or which by virtue of any

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any Renewal or Renewals as aforesaid should at any Time thereafter subsist in the said Leasehold Premises, to have and enjoy the same Leasehold Premises, and to receive and take the Rents and Profits thereof to and for his and for their own Use and Benefit, and after the Decease of the said *Charles Domvile* the younger upon trust to assign the said Leasehold Premises for the Term and Terms of Years then to come and unexpired to such Son of the said *Charles Domvile* who first should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue Male of his Body lawfully begotten, his Executors, Administrators, and Assigns, and if there should be no Son of the Body of the said *Charles Domvile* the younger who should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue Male of his Body lawfully begotten living at the Time of his Decease, upon trust to permit the said *Compton Domvile* and his Assigns in like Manner during his Life to have and enjoy the same Leasehold Premises, and to receive and take the Rents and Profits thereof to and for his and their own Use and Benefit, and after the Decease of the said *Compton Domvile* upon trust to assign the same Leasehold Premises for the Term and Terms of Years then to come and unexpired, to such Son of the said *Compton Domvile* who first or alone should attain the Age of Twenty-one Years, or should depart this Life under that Age leaving Issue Male of his Body lawfully begotten living at the Time of his Decease, his Executors, Administrators, or Assigns, with divers Remainders over, and in the said Will were contained such Powers of leasing the said Fee Simple, Freehold, and Leasehold Estates and Premises, and such other Clauses and Provisions as therein are more particularly set forth: And whereas by a Codicil in Writing to his said Will bearing Date the Fifth Day of *September* One thousand seven hundred and eighty-eight, and so executed and attested as to pass Freehold Estates, the said *Charles Domvile* devised and bequeathed all his Leasehold Estates, whether for Lives or Years, of which he was or at the Time of his Decease should be possessed, over and above the Estates mentioned by his said recited Will to be held by him by Lease from the Archbishop of *Dublin*, to the said Sir *Charles Booth* and *Anthony Darby*, their Executors, Administrators, and Assigns, for all his Estate and Interest therein, upon and for the same Trusts, Intents, and Purposes as were by the said Will declared concerning the Leasehold Estate therein mentioned to be held by him by Lease from the Archbishop of *Dublin*: And whereas the said *Charles Domvile* afterwards duly made and published a Second Codicil to his Will, which was also duly attested, and was dated the Thirteenth of *May* One thousand eight hundred and nine, but did not thereby revoke or alter the Devises and Bequests in the said Will and First Codicil contained and herein-before set forth: And whereas the said Sir *Charles Booth*, *Anthony Darby*, and *Charles Domvile* the younger died during the Lifetime of the said Testator *Charles Domvile* the elder, and the said *Charles Domvile* the younger never was married or had any
Issue:

Codicil,
dated 5th
September
1788.

Codicil
dated 13th
May 1809.

The Domvile Estate Act, 1860.

Issue: And whereas at the Date of the making and publishing of the said Will and Codicils, and at the Time of his Death herein-after mentioned, the said *Charles Domvile* the elder was seised of an Estate of Inheritance in Fee Simple in Possession of all that and those the Lands and Premises more particularly described and set forth in the First Schedule to this Act: And whereas the said *Charles Domvile* the elder departed this Life in or about the Year One thousand eight hundred and ten, without altering or revoking his said Will and Codicils, and leaving the said *Compton Domvile*, in the said Will mentioned, his eldest Son him surviving, who thereupon became entitled under said Will and First Codicil to the several Fee Simple, Freehold, and Leasehold Estates and Premises in said Will and First Codicil comprised for an Estate for Life, with Remainder as to said Fee Simple and Freehold Estates to his Issue in Tail Male, and as to said Leasehold Premises with Remainder to the Use of his First Son who should attain the Age of Twenty-one Years, or die under that Age, leaving Issue Male of his Body, his Executors, Administrators, and Assigns: And whereas Letters of Administration with the said Will and Two Codicils annexed of the Goods of the said *Charles Domvile* were on the Fifth Day of *June* One thousand eight hundred and ten duly granted forth of the proper Ecclesiastical Court in *Ireland* to the said *Compton Domvile*: And whereas the said *Compton Domvile*, herein-after called *Sir Compton Domvile*, afterwards intermarried with *Elizabeth Frances Lindsay*, by whom he had Issue One Child only, (that is to say,) *Compton Charles Domvile*, herein-after more particularly referred to: And whereas the said *Elizabeth Frances Lindsay* afterwards in or about the Year One thousand eight hundred and twelve departed this Life, leaving her Husband, the said *Sir Compton Domvile*, and the said *Compton Charles Domvile*, her only Child, her surviving: And whereas the said *Sir Compton Domvile* afterwards in or about the Year One thousand eight hundred and fifteen intermarried with *Sarah Helena Trench*, by whom he had Issue Three Sons, named *Frederick Domvile* the eldest Son, who died about the Year One thousand eight hundred and twenty-eight, in the Lifetime of the said *Sir Compton Domvile*, at the Age of about Seven Years, *Charles Compton William Domvile*, now *Sir Charles Compton William Domvile*, the Second Son, and *William Compton Domvile*, the Third Son, and Three Daughters, to whom it is unnecessary herein more particularly to refer: And whereas by Indenture dated the Twelfth Day of *April* One thousand eight hundred and thirty-seven, and expressed to be made between *Richard* Lord Archbishop of *Dublin* and Bishop of *Glendelagh* of the one Part, and the said *Sir Compton Domvile* of the other Part, the said *Richard* Lord Archbishop of *Dublin* and Bishop of *Glendelagh*, for the Considerations therein mentioned, demised and let unto the said *Sir Compton Domvile* all that and those the Lands and Premises as more particularly set forth in the said Second Schedule to this Act, (and which are the same Lands as those mentioned in the Will of the said

Indenture
dated 12th
April 1837.

[Private.]

3 b

Charles

The Domvile Estate Act, 1860.

Indenture
dated 24th
Feb. 1841.

3 & 4 W. 4.
c. 37.

Indenture
dated 28th
June 1841.

Charles Domvile, as being held by him under the See of *Dublin*,) to hold the said demised Premises unto the said *Sir Compton Domvile*, his Executors, Administrators, and Assigns, for the Term of Twenty-one Years from the Twenty-fifth Day of *March* then last past, at the Rent and subject to the Covenants and Agreements in the said Indenture of Lease more particularly mentioned: And whereas by Indenture dated the Twenty-fourth Day of *February* One thousand eight hundred and forty-one, and expressed to be made between the Most Reverend Father in God *Richard* Lord Archbishop of *Dublin*, Primate and Metropolitan of *Ireland* and Bishop of *Glendelagh*, of the First Part, the Ecclesiastical Commissioners for *Ireland* of the Second Part, and the said *Sir Compton Domvile* of the Third Part, the said Archbishop of *Dublin*, pursuant to and by virtue and Authority of an Act of Parliament passed in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to alter and amend the Laws relating to the Temporalities of the Church in Ireland*, and in consideration of a Sum of Four thousand one hundred and seven Pounds and Five Shillings paid by the said *Sir Compton Domvile*, and for the other Considerations therein mentioned, granted, released, and confirmed unto the said *Sir Compton Domvile* and to his Heirs all that and those the Lands and Premises in the Second Schedule hereunto described and set forth, being the Lands and Premises in the said lastly recited Indenture of Lease comprised, to have and to hold the said Premises unto the said *Sir Compton Domvile* and his Heirs, to the Use of the said *Sir Compton Domvile*, his Heirs and Assigns for ever, in as full, large, ample, and beneficial a Manner as the said Archbishop of *Dublin* and Bishop of *Glendelagh* had Power or Authority to grant the same under or by virtue of the said recited Act, at the Rents and subject to the Covenants and Agreements in the said Indenture reserved and contained: And whereas by Indenture dated the Twenty-eighth Day of *June* One thousand eight hundred and forty-one, and expressed to be made between the said *Sir Compton Domvile* of the First Part, the said *Compton Charles Domvile*, eldest Son of the said *Sir Compton Domvile*, of the Second Part, and *Francis James Card* and *Oliver Richard Lambert* of the Third Part, the said *Sir Compton Domvile* and *Compton Charles Domvile*, for the Purpose of barring, extinguishing, and destroying all Estates Tail or *quasi* Estates Tail, and all Remainders and Reversions thereupon expectant, of and in the said Lands in the Second Schedule hereunto set forth, under and by virtue of the said recited Will of the said *Charles Domvile*, or otherwise howsoever, and to limit and assure the same upon and for the several Uses, Trusts, and Purposes therein declared, granted, released, and confirmed, unto the said *Francis James Card* and *Oliver Richard Lambert*, their Heirs and Assigns, all that and those the said Lands and Premises in said Second Schedule hereunto set forth, to have and to hold unto the said *Francis James Card* and *Oliver Richard Lambert*, their Heirs and Assigns, subject, however, to the yearly Rents and Covenants reserved and contained by

and

The Domvile Estate Act, 1860.

and in the said Indenture of the Twenty-fourth of *February* One thousand eight hundred and forty-one, to the Uses and upon the Trusts therein-after mentioned, that was to say, upon trust, subject to Two Sums of Five thousand five hundred and thirty-eight Pounds Nine Shillings and Threepence and Four thousand one hundred and seven Pounds Five Shillings, therein mentioned, and which were thereby limited to such Person or Persons as the said Sir *Compton Domvile* should by Deed or Will appoint, and in default of any such Appointment to the Executors or Administrators of the said Sir *Compton Domvile*, to the Use of the said Sir *Compton Domvile* and his Assigns during the Term of his natural Life, without Impeachment of Waste, and from and after the Decease of the said Sir *Compton Domvile* to the Use of the said *Compton Charles Domvile*, his Heirs and Assigns for ever, and to and upon no other Use, Trust, or Purpose; and in said last-recited Indenture were reserved to the said Sir *Compton Domvile* during the Term of his natural Life a Power of leasing said Premises therein comprised for any Time or Times he may think fit, provided every such Lease should reserve the best Rent that could be reasonably had, and contain the Provision therein mentioned: And whereas the said last-recited Indenture was afterwards, on or about the Eighteenth Day of *August* One thousand eight hundred and forty-one, duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland*, pursuant to the Provisions of the Act of Parliament passed in the Fourth and Fifth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance in Ireland*,^{4 & 5 W. 4. c. 92.} and was duly registered in the Office for registering Deeds in *Ireland* on the Eleventh of *February* One thousand eight hundred and forty-two: And whereas by Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and expressed to be made between the said Sir *Compton Domvile* of the First Part, the said *Compton Charles Domvile*, eldest Son of the said Sir *Compton Domvile*, of the Second Part, and *Oliver Richard Lambert* of the Third Part, the said Sir *Compton Domvile* and *Compton Charles Domvile*, for the barring of all Estates Tail in the Lands, Hereditaments, and Premises, amongst others, in the First Schedule hereunto set forth and described, and all Reversions and Remainders expectant thereon, and for the Purpose of carrying out certain Agreements, granted and conveyed unto the said *Oliver Richard Lambert*, his Heirs and Assigns, amongst others, all that and those the Lands, Tenements, and Hereditaments in the First and Second Schedules hereunto set forth, to have and to hold unto the said *Oliver Richard Lambert* and his Heirs, freed and discharged of and from the said Estates Tail, and all Remainders and Reversions to take effect on the Determination or in Defeazance of such Estates Tail, to and for such Trusts, Intents, and Purposes as the said Sir *Compton Domvile* and the said *Compton Charles Domvile* should by a certain Indenture, then engrossed

Indenture
dated 29th
March 1842.

The Domvile Estate Act, 1860.

Indenture
dated 29th
March 1842.

engrossed and ready for Execution, and which bore or was intended to bear even Date therewith: And whereas the said Deed was afterwards, on or about the Eighteenth Day of *May* One thousand eight hundred and forty-two, duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland*, pursuant to the Provisions of the Act of Parliament lastly before mentioned: And whereas by One other Indenture, dated also the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and expressed to be made between the said Sir *Compton Domvile* and *Charles Compton Domvile*, his eldest Son, of the First Part, *Francis James Card* and *Oliver Richard Lambert* of the Second Part, *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard* of the Third Part, the Reverend *Henry Barry Domvile*, *William Sherrard*, and *John Measure* of the Fourth Part, the Venerable *Charles Lindsay* and *Christopher Domvile* of the Fifth Part, and Sir *Frederick William Trench*, the Reverend *William Domvile*, and *Thomas Sherrard* of the Sixth Part, after reciting, amongst other things, said herein-before lastly recited Indenture of the Twenty-ninth of *March* One thousand eight hundred and forty-two, and that all the Lands and Hereditaments therein described were thereby granted and conveyed to, upon, and for such Uses, Trusts, Intents, and Purposes as said Sir *Compton Domvile* and said *Compton Charles Domvile* should by said Indenture now in recital jointly appoint, it was, amongst other things, witnessed, that the said Sir *Compton Domvile* and the said *Compton Charles Domvile*, in execution of the Power in the said lastly recited Indenture contained and reserved, and of all other Powers in that Behalf them authorizing thereunto, did irrevocably limit, direct, and appoint, that all the said Lands, Hereditaments, and Premises in said lastly recited Indenture comprised should thenceforth remain and continue to the Uses, upon and for the Trusts and Purposes, therein-after declared and expressed of and concerning the same; and it was by the said Indenture further witnessed, that the said Sir *Compton Domvile* and the said *Compton Charles Domvile*, and the said *Francis James Card* and *Oliver Richard Lambert*, granted, bargained, sold, and released unto the said *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard*, their Heirs and Assigns, amongst others, all that and those the Lands, Hereditaments, and Premises in the First and Second Schedules hereunto set forth, to hold the same Lands and Premises unto the said *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard*, their Heirs and Assigns, to the Uses and upon the Trusts therein-after declared of and concerning the same, that was to say, to the Intent and Purpose to corroborate certain Leases thereof theretofore made and executed, and, subject thereto, and to a Term of Ninety-nine Years thereby created, and vested in the said *Henry Barry Domvile*, *Frederick Leopold Arthur*, and *David Henry Sherrard*, their Executors, Administrators, and Assigns, to the Use of the said Sir *Compton Domvile* and his Assigns for and during the Term of his natural

The Domvile Estate Act, 1860.

natural Life, with such Power of leasing as to the Lands of *Shankill* aforesaid as by said Indenture of the Twenty-eighth of *June* One thousand eight hundred and forty-one was given to said Sir *Compton Domvile* as aforesaid, and by way of Confirmation of said Powers, and from and after the Decease of the said Sir *Compton Domvile*, and subject to a Term of One hundred Years thereby created, and vested in the said *Henry Barry Domvile*, *William Sherrard*, and *John Measure*, their Executors, Administrators, and Assigns, and to another Term of One thousand Years thereby created, and vested in the said *Charles Lindsay* and *Christopher Domvile*, their Executors, Administrators, and Assigns to the Use of the said *Compton Charles Domvile* and his Assigns during the Term of his natural Life, with Remainder to Trustees to support contingent Uses, during the Lifetime of the said *Compton Charles Domvile*, with Remainder to the Use of the First and every other Son of the Body of the said *Compton Charles Domvile* in Tail Male, and in default of such Issue to the Uses, upon and for the Trusts, Intents, and Purposes, in and by the said herein-before recited Will of the said *Charles Domvile* limited and declared concerning the Estates thereby devised in Remainder after the Estate in Tail Male thereof given or limited to the First Son of the Body of the said Sir *Compton Domvile*; and in said Indenture was also contained a Power for said Sir *Compton Domvile* and *Compton Charles Domvile* respectively, as therein mentioned, to lease said Lands of *Shankill* for such Terms as they should think proper, at the best and most improved yearly Rent: And whereas said Indenture was registered in the Registry Office on the Twenty-third Day of *July* One thousand eight hundred and forty-two: And whereas after the Execution of the said lastly recited Indenture the said *Compton Charles Domvile* intermarried with *Isabella Maria Arthur*, and afterwards departed this Life in or about the Year One thousand eight hundred and fifty-two, without ever having had lawful Issue, leaving his Father, the said Sir *Compton Domvile*, and the said *Charles Compton William Domvile*, his eldest Brother of the Half Blood, him surviving: And whereas by Indenture dated the Twenty-third Day of *August* One thousand eight hundred and fifty-four, and expressed to be made between the said Sir *Compton Domvile* of the First Part, the said *Charles Compton William Domvile* of the Second Part, and *Daniel Boys* of the Third Part, the said Sir *Compton Domvile* and *Charles Compton William Domvile*, for the Purpose of barring all such Estates Tail of said *Charles Compton William Domvile*, as therein mentioned, in amongst others, the said Lands, Hereditaments, and Premises in the said First and Second Schedules hereunto comprised, and all the Remainders and Reversions expectant thereon, granted, released, and confirmed unto the said *Daniel Boys*, his Heirs and Assigns, all that and those the Lands, Hereditaments, and Premises in the said First and Second Schedules comprised, to hold the same Premises unto the said *Daniel Boys*, his Heirs and Assigns, subject to the subsisting Charges thereon, freed and discharged of and

Indenture
dated 23d
August 1854.

[Private.]

3 c

from

The Domvile Estate Act, 1860.

Indenture
dated 24th,
August 1854.

from the Estate in Tail Male of the said *Charles Compton William Domvile* under the herein-before secondly recited Indenture of the Twenty-ninth Day of *March* One thousand eight hundred and forty-two, and the said recited Will and Codicils of the said *Charles Domvile*, and all the Estates, Interests, and Powers to take effect after the Determination or in Defeazance of such Estate or Estates in Tail Male, upon the Uses and for such Trusts and subject to such Powers as the said Sir *Compton Domvile* and *Charles Compton William Domvile* should by Deed or Deeds jointly direct, limit, or appoint, and for Default of and subject to any such Appointment, to the Uses, upon and for the Trusts, and subject to the Powers and Provisions upon and subject to which the said Estates stood limited and subject immediately before the Execution thereof: And whereas the said Indenture was afterwards on or about the Eighteenth Day of *October* One thousand eight hundred and fifty-four duly enrolled in the Office of the Rolls of Her Majesty's High Court of Chancery in *Ireland*, pursuant to the Provisions of the Act of Parliament herein-before referred to: And whereas by Indenture dated the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, and expressed to be made between the said Sir *Compton Domvile* of the First Part, the said *Charles Compton William Domvile*, the then eldest Son of the said Sir *Compton Domvile*, of the Second Part, *David Henry Sherrard* and *Daniel Boys* of the Third Part, and *William Charles Caldwell* and *Charles Cobbe* of the Fourth Part, it was, amongst other things, witnessed, that in pursuance and execution of the Power of Appointment in said lastly recited Indenture of the Twenty-third Day of *August* One thousand eight hundred and fifty-four, the said Sir *Compton Domvile* and the said *Charles Compton William Domvile* did jointly and irrevocably direct, limit, and appoint that all that and those, amongst others, the Lands, Hereditaments, and Premises in the First and Second Schedules hereto comprised, should go and remain, and that the said lastly recited disentailing Assurance should operate and enure, subject to certain Charges and Terms of Years therein mentioned, to the Uses, upon and for the Trusts therein-after declared, of and concerning the same; and it was further declared, that the Direction, Limitation and Appointment therein-before made should operate and enure, subject to a Term of One hundred and fifty Years thereby created, and vested in the said *Charles Caldwell* and *William Cobbe*, to the Use of the said Sir *Compton Domvile* and his Assigns during the Term of his natural Life, without Impeachment of Waste, with such leasing Power as to said Lands of *Shankill* as given to him by said Indenture of the Twenty-eighth of *June* One thousand eight hundred and forty-one, and from and after the Decease of the said Sir *Compton Domvile* to the Use of the said *Charles Compton William Domvile* and his Assigns during his Life, with Remainder to Trustees to preserve contingent Uses, during the Lifetime of the said *Charles Compton William Domvile*, and from and after the Decease of the said *Charles Compton William Domvile*

to

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to the Use of the First and other Son of the said *Charles Compton William Domvile* and the Heirs Male of his and their respective Bodies, successively according to Priority and Seniority of Birth, the elder of such Sons and the Heirs Male of his Body to be always preferred before the younger and the Heirs Male of his Body, and in default of such Issue to the Use of *William Compton Domvile*, Second then surviving Son of the said *Sir Compton Domvile*, and his Assigns during his Life, with Remainder to the Use of Trustees during his Life, to preserve contingent Remainders, and from and after the Decease of the said *William Compton Domvile*, to the Use of the First and other Sons of the said *William Compton Domvile*, and the Heirs Male of his and their respective Bodies successively, the elder of such Sons and the Heirs Male of his Body to be always preferred before the younger and the Heirs Male of his Body, with Remainder to the Use of the First and other Daughters of the said *Charles Compton William Domvile*, and the Heirs Male of her and their respective Bodies successively, the elder of such Daughters and the Heirs Male of her Body to be always preferred before the younger and the Heirs Male of her Body, with Remainder to like Uses in favour of the Daughter and Daughters of the said *William Compton Domvile*, and the Heirs Male of the Bodies of such Daughter and Daughters, with Remainder upon trust during the Life of *Anne Helena Winnington*, Wife of *Sir Thomas Edward Winnington* Baronet, Member of Parliament, to pay to her the Rents, Issues, and Profits for her sole and separate Use, without Power of Anticipation, with Remainder to the Use of *Francis Salway Winnington*, Second Son of the said *Anne Helena Winnington*, and his Assigns for Life, with Remainder to the Issue of the said *Francis Salway Winnington* in Tail Male, as therein more particularly mentioned, with Remainder to the Use of the Third and other subsequently born Sons of the said *Anne Helena Winnington*, in like Manner in Tail Male, with Remainder upon the like Trust in favour of *Louisa Elizabeth Domvile*, Second Daughter of the said *Sir Compton Domvile*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with Remainder upon the like Trust in favour of *Emily Frances Domvile*, Third Daughter of the said *Sir Compton Domvile*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with Remainder upon the like Trusts in favour of *Helena Caroline Winnington*, eldest Daughter of the said *Anne Helena Winnington*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to the First and other Sons of the said *Helena Caroline Winnington* successively in Tail Male, with Remainder upon the like Trusts in favour of *Edith Joanna Winnington*, the Second Daughter of the said *Anne Helena Winnington*, for Life, as is before declared in favour of the said *Anne Helena Winnington*, with Remainder to her First and other Sons successively in Tail Male, with

Remainder

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Remainder to the Uses of the Third and other Daughters of the said *Anne Helena Winnington* successively, and their First and other Sons in Tail Male, with divers Remainders over in Tail General in favour of the Daughters of the said *Charles Compton William Domvile, William Compton Domvile, Anne Helena Winnington, Louisa Elizabeth Domvile, and Emily Frances Domvile* respectively, as therein more particularly mentioned, with an ultimate Limitation to the Use of Sir *Compton Domvile* and his Heirs in Fee; and in the said Indenture was contained, amongst other things, an Agreement and Declaration in the Words following; (that is to say,) “ Provided always, and it is hereby agreed and “ declared between and by the Parties to these Presents, that it shall be “ lawful for the said Sir *Compton Domvile* during his Life, subject to the “ Proviso herein-after contained, and after his Decease for the said “ *Charles Compton William Domvile* during his Life, and for every “ successive legal or beneficial Tenant for Life under the Limitations or “ Trusts of these Presents, when and as he or she shall be in the actual “ Possession or entitled to the Receipt of the Rents, Issues, and Profits “ of the said Hereditaments and Premises hereby settled, and for the “ said *David Henry Sherrard* and *Daniel Boys*, and the Survivor of “ them, and the Executors or Administrators of such Survivor, during “ the Minority of any Tenant in Tail Male or in Tail who shall, under “ or by virtue of the Limitations herein-before contained, for the Time “ being be entitled to the actual Possession, or to the Receipts of the “ Rents, Issues, and Profits of the said Hereditaments and Premises “ hereby settled, or any Part thereof, from Time to Time or at any Time, “ by any Indenture or Indentures, to be sealed and delivered by him, her, “ or them respectively in the Presence of and to be attested by Two or “ more credible Witnesses, to limit or appoint by way of Demise or “ Lease all or any Part or Parts of the said Hereditaments and Premises “ hereby settled to any Person or Persons for any Term or Number of “ Years absolutely, not exceeding Twenty-one Years, to take effect in “ Possession or within Two Years from the granting thereof, and not “ otherwise in Reversion or by way of future Interest, so as there be “ reserved on every such Limitation or Appointment by way of Demise “ or Lease the best or most improved yearly Rent or Rents, to be incident “ to the immediate Reversion of the Hereditaments to be so limited or “ appointed, that can or may be reasonably had or gotten for the same, “ without taking any Fine, Premium, or Foregift, or anything in the “ Nature of a Fine, Premium, or Foregift, for the making thereof, and “ so as there be contained in any such Limitation or Appointment by “ way of Demise or Lease a Condition of Re-entry for Nonpayment “ within a reasonable Time, to be therein specified, of the Rent or Rents “ thereby to be respectively reserved, and so as the Appointee or “ Appointees, Lessee or Lessees, do execute a Counterpart thereof respec- “ tively, and do thereby covenant for the due Payment of the Rent or “ Rents thereby to be respectively reserved, and be not by any Clause or “ Words

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“ Words therein contained made punishable for Waste, or exempted
 “ from Punishment for committing Waste, anything therein contained to
 “ the contrary thereof in anywise notwithstanding: Provided also, and
 “ it is hereby agreed and declared between and by the Parties to these
 “ Presents, that it shall be lawful for the said Sir *Compton Domvile*
 “ during his Life, and after his Decease for the said *Charles Compton*
 “ *William Domvile* during his Life, and for every successive legal
 “ or beneficial Tenant for Life under the Limitations or Trusts to these
 “ Presents, when and as he or she shall be in the actual Possession
 “ or entitled to the Receipt of the Rents, Issues, and Profits of the
 “ said Hereditaments and Premises hereby settled, and for the said
 “ *David Henry Sherrard* and *Daniel Boys*, and the Survivor of them,
 “ and the Executors or Administrators of such Survivor, during the
 “ Minority of any Tenant in Tail Male or in Tail who shall under or by
 “ virtue of the Limitations herein-before contained for the Time being
 “ be entitled to the actual Possession, or to the Receipt of the Rents,
 “ Issues, and Profits of the said Hereditaments and Premises hereby
 “ settled, or any Part thereof, from Time to Time or at any Time, by any
 “ Indenture or Indentures, to be sealed and delivered by him, her, or them
 “ respectively in the Presence of and to be attested by Two or more
 “ credible Witnesses, to limit or appoint by way of Demise or Lease
 “ all or any Part or Parts of the said Hereditaments and Premises
 “ hereby settled, to any Person or Persons who shall or may improve
 “ the same by erecting and building thereon any new House or
 “ Houses, Erections or Buildings, or by rebuilding or repairing any
 “ of the Houses, Erections, or Buildings which now are or stand
 “ or hereafter shall be or stand on the same Hereditaments, or any
 “ Part thereof, or by expending such Sum or Sums of Money in
 “ the Improvement of any such Houses, Erections, or Buildings
 “ respectively as shall be thought adequate for the Interests therein
 “ respectively to be departed with, or shall covenant or agree so to
 “ do within Three Years next after the Date of such Indenture or
 “ Indentures, for any Term or Number of Years not exceeding Ninety-
 “ nine Years, to take effect in Possession, and not in Reversion or by
 “ Way of future Interest, so as there be reserved in such Limitation or
 “ Appointment by way of Demise or Lease the best or most improved
 “ yearly Rent or Rents, to be incident to the immediate Reversion of the
 “ Hereditaments so to be limited or appointed, that can or may be
 “ reasonably had or gotten for the same, without taking any Fine,
 “ Premium, or Foregift, or anything in the Nature of a Fine, Premium,
 “ or Foregift, for the making thereof, and so as there be contained in
 “ every such Limitation or Appointment by way of Demise or Lease
 “ a Condition of Re-entry for Nonpayment within a reasonable Time,
 “ to be therein specified, of the Rent or Rents thereby to be respec-
 “ tively reserved, and so as the Appointee or Appointees, Lessee or
 “ Lessees, do execute a Counterpart thereof respectively, and do thereby
 “ [Private.] 3 d “ covenant

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“ covenant for the due Payment of the Rent or Rents thereby to be
 “ respectively reserved: Provided always, and it is hereby agreed and
 “ declared, that no Lease shall be granted of the Mansion known as
 “ *Santry House*, or the Park, Pleasure Ground, or Appurtenances
 “ belonging thereto, by the said Sir *Compton Domvile*, under any Power
 “ of leasing herein contained or referred to, except with the Consent of
 “ the said *Charles Compton William Domvile* ;” and in the said Inden-
 ture was contained a further Agreement and Declaration in the Words
 following: “ Provided always, and it is hereby agreed and declared
 “ between and by the Parties hereto, that it shall be lawful for
 “ any Person for the Time being hereby authorized to grant Leases to
 “ accept the Surrender or authorize the Acceptance of the Surrender of
 “ any Lease for the Time being subsisting, either for the Purpose of grant-
 “ ing a new Lease to the same Party, or otherwise, so that no Consideration
 “ be given for any such Surrender, except a new Lease under some or
 “ One of the Powers of leasing herein-before contained:” And whereas
 said last-mentioned Indenture was registered in said Registry Office on
 the Thirty-first of *October* One thousand eight hundred and fifty-
 four: And whereas the said Sir *Compton Domvile* afterwards, in or about
 the Year One thousand eight hundred and fifty-seven, departed this Life,
 leaving the said *Charles Compton William Domvile*, his then eldest Son,
 who upon the Death of the said Sir *Compton Domvile* became Sir *Charles*
Compton William Domvile Baronet, the said *William Compton Domvile*,
 the said *Anne Helena Winnington*, the said *Louisa Elizabeth Domvile*,
 and the said *Emily Frances Domvile*, him surviving: And whereas under
 the Limitations contained in the said recited Indenture of the Twenty-
 fourth Day of *August* One thousand eight hundred and fifty-four the
 said Sir *Charles Compton William Domvile* is now Tenant for Life in
 Possession of all that and those the Lands and Premises in the First
 and Second Schedules hereto comprised, with such Power of leasing as
 in and by the said Indenture is reserved: And whereas the said Sir
Charles Compton William Domvile is not now nor ever hath been married,
 and the said *William Compton Domvile*, the Brother of the said Sir
Charles Compton William Domvile, is married, and has Issue Two Chil-
 dren only, namely, a Son, *Compton Meade Domvile*, and a Daughter, *Mary*
Adelaide Domvile, and the said *Compton Meade Domvile*, under the
 Limitations contained in the said recited Indenture of the Twenty-fourth
 Day of *August* One thousand eight hundred and fifty-four, is now First
 Tenant in Tail in Remainder *in esse* of, amongst others, the said Lands
 and Premises mentioned in said First and Second Schedules thereto, but
 the said *Compton Meade Domvile* and the said *Mary Adelaide Domvile*
 are now Minors under the Age of Twenty-one Years, and unmarried:
 And whereas the said *Anne Helena Winnington* has Issue besides her
 eldest Son, *Thomas Edward Winnington*, Three Children, that is to say,
 the said *Francis Salway Winnington*, *Helena Caroline Winnington*, and
Edith Joanna Winnington, all of whom are Minors under the Age of
 Twenty-

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Twenty-one Years, and unmarried: And whereas the said *Louisa Elizabeth Domvile* and *Emily Frances Domvile* are both still unmarried, and have respectively attained their full Age: And whereas the ultimate Remainder in Fee in said Lands and Tenements, is now vested in said Sir *Charles Compton William Domvile*, as Heir-at-Law of said Sir *Compton Domvile* deceased, and there is no Person of full Age now *in esse* entitled to any Estate of Inheritance in said Lands and Premises, under any of the Limitations contained in said Indenture of the Twenty-fourth of *August* One thousand eight hundred and fifty-four, prior to said ultimate Remainder in Fee thereby limited to said Sir *Compton Domvile*: And whereas the said Lands and Premises mentioned in said First and Second Schedules hereto are respectively situate in those Parts of the County of *Dublin* where it is the Custom to let Land for long Terms of Years for Building Purposes, and in those Parts of the County it is difficult to let Land for Building Purposes for so short a Term as Ninety-nine Years: And whereas it is desirable, in order to encourage the Erection of Villa Residences and other Buildings, and would be greatly for the Advantage of all Persons interested in the said Lands and Premises mentioned in said First and Second Schedules hereto, under the Limitations in said recited Indenture of the Twenty-fourth of *August* One thousand eight hundred and fifty-four, or otherwise howsoever, that such Powers as are herein-after contained of and in connexion with granting Building, Rebuilding, and Repairing Leases of the said Lands and Premises should be given to the said Sir *Charles Compton William Domvile* and the other Person and Persons herein-after mentioned in that Behalf; but these Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said Sir *Charles Compton William Domvile*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. From and after the passing of this Act, it shall be lawful for the said Sir *Charles Compton William Domvile* Baronet, at any Time or Times during his Life, and after his Decease for any Person or Persons who under the Provisions contained in the herein-before recited Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, would be entitled and empowered to make any Lease or Leases of the Lands, Hereditaments, and Premises next herein-after mentioned for the Term or Terms in and by the said Indenture expressed, by any Deed or Deeds, either referring or not referring to this present Power, to be sealed and delivered by him or them in the Presence of and attested by One or more Witnesses, to lease all or any of the Lands, Hereditaments, and Premises comprised in the First and Second Schedules to this Act with the Appurtenances, not exceeding in any One Lease such several Quantities as herein-after in that Behalf respectively mentioned

Power to grant Leases for building or improving Purposes.

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mentioned and provided, for any Term or Number of Years not exceeding Two hundred Years, to take effect in Possession, and not in Reversion or by way of future Interest, to any Person or Persons, for the Purpose of erecting or improving any Dwelling Houses, Villas, or other Buildings or Erections upon the Lands the Subject of this Power, or of rebuilding or improving any of the Buildings, Erections, or Constructions whatsoever which now are or hereafter shall be upon any of the said Lands the Subject of this Power, or of erecting any House, Messuage, or other Building thereon, in lieu of or in addition to any House or other Building: Provided that there shall be expended for the Purposes of such Buildings, Erections, or Improvements such Sums of Money and within such Periods as herein-after mentioned, (or for the Purpose of annexing any of the said Lands the Subject of this Power as a Garden, Pleasure Ground, Plantation, Paddock, Yard, or other Convenience to any House or other Building then erected or built or to be erected or built on any other Part of the said Lands the Subject of this Power,) but so that there be reserved in every such Lease, payable half-yearly during the Estate, Interest, and Term thereby created, the best and most improved yearly Rent, to be incident to the immediate Reversion of the Hereditaments so to be leased, which, considering the Nature and Circumstances of the Case, and the Length of the Terms to be granted by such Lease, and having regard to the general Benefit of the said Premises, can be reasonably obtained for the same; but with full Power to the Person or Persons making such Lease to reserve a reduced Rent, either fixed or progressively increasing during the first Three Years of the Term, and so that every such Lease be made without taking for the making thereof any Fine or Foregift, other than the Surrender of any pre-existing Lease or Leases, or the Release, Alteration, or Abandonment of any pre-existing Contracts for any Lease or Leases, of all or any of the same Premises, and so that in every such Lease there be contained such Covenants, and such Clause in the Nature of a Condition of Re-entry, as herein-after directed, and so that the Lessee or Lessees be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste, and so that such Lessee or Lessees do execute a Counterpart or Duplicate of such Lease: Provided always, that, as regards the Lands and Tenements comprised in the First Schedule to this Act annexed, no Lease to be made under the Provisions of this Act shall comprise any Quantity of Land greater than Twenty Acres Statute Measure, and that as regards the Lands and Tenements comprised in the Second Schedule to this Act annexed, no such Lease which shall include any Portion of the said Lands and Tenements lying or situate within a Distance of Eight hundred and eighty Yards from the present Boundaries of the *Dublin and Wicklow* Line of Railway shall comprise any Quantity of Land greater than Sixteen Acres Statute Measure, and that no such Lease of any other Portion of the said Lands and Tenements comprised in the Second Schedule to this Act

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Act annexed, shall comprise any Quantity of Land greater than Thirty-two Acres Statute Measure: Provided also, that no Lease to be made as aforesaid for the Purpose of any of the said Lands being annexed as a Pleasure Ground, Paddock, Yard, or other Convenience to any House or Building erected or to be erected on any other Part of the said Land as aforesaid shall comprise any greater Quantity of Land than Three Acres Statute Measure, or shall be made for any greater Term than the unexpired Residue of the Term for which at the Time of the making of such last-mentioned Lease the Premises to which said Land is to be annexed are held.

II. Every Lease made under any Power herein-before contained may be made either with or without a Grant to the Lessee or Lessees, and those claiming through or under him or them, of all or any of the Liberties herein-after specified; (that is to say, Power to grant Liberties in such Leases.)

First, Liberty to take down any Buildings upon the Lands so leased, and to dispose of the Materials in such Way as may be agreed upon:

Secondly, Liberty to erect Villas or detached Residences, with suitable Offices, and to appropriate Parts of the Lands so leased for Pleasure Grounds, Paddocks, or Plantations to such Villas or otherwise, for the Use or Convenience of the Tenants or Occupiers of such Villas or Residences:

Thirdly, Liberty to make under the Lands so leased any Arches, Cellars, Sewers, Drains, or other Easements to any Houses, Buildings, or Lands:

Fourthly, Liberty to dig and raise, and to use or carry away and dispose of, any Stone, Slate, Earth, Clay, Lime, Sand, Gravel, or other Substances, in, upon, or under the Lands so leased, which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, but not otherwise, and to prepare any such Stone or Slate, or manufacture any such Limestone, Earth, or Substance into Lime, Bricks, Tiles, or other Articles, and use the Matters so prepared or manufactured in such new Buildings, Repairs, or Improvements as aforesaid, or to sell the Things aforesaid, as may be agreed upon:

Fifthly, Liberty to fell, lop, cut, and carry away and use any Timber and other Trees, Shrubs, and Plants, on the Lands so leased which it may be necessary or convenient to remove as aforesaid:

Sixthly, Liberty to alter and reconstruct all or any Part of any Building or Construction or Erection upon the Premises comprised in any Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Person or Persons who at the Time of such Alteration or Reconstruction shall be the Party authorized to grant Leases under the Powers in that Behalf herein-before contained:

[*Private.*]

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Seventhly,

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Seventhly, any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, and which the Person or Persons hereby authorized to make such Leases may think reasonable.

Leases to contain Covenants herein mentioned.

III. Every Lease made under this Act shall contain Covenants to the Effect following, so far as they are applicable, upon the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns; (that is to say,)

First, to pay the Rent reserved when due, and all Taxes and Impositions payable by the Tenant, Tenant's Proportion of Income Tax and Poor Rates included;

Secondly, to repair, maintain, and keep the demised Premises during the Term in good and substantial Repair, with all Buildings, Fixtures, and Improvements, and all Gates, Hedges, Fences, Ditches, and Drains existing or erected at any Time during the said Term, and in such good and substantial Repair and Condition to yield up the peaceable Possession of the demised Premises, with all Buildings, Erections, Fixtures, and Improvements thereon made or to be made on the Determination of the Lease;

Thirdly, that it shall be lawful for the Person or Persons for the Time being entitled to the Premises in Reversion immediately expectant on the Determination of the Term, or his or their Agent, at all reasonable Times to enter on and inspect the Premises;

Fourthly, in case the Lease is made for the Purpose of having a House or Houses or other Buildings erected and built, or for the Purpose of repairing or improving a Building or Buildings already erected, a Covenant to build and finish or to finish such Houses or other Buildings, or to make and finish the intended Repairs or Improvements, (as the Case may be,) within a Time to be therein specified for that Purpose, not exceeding Three Years from the Date of such Lease, and a Covenant to expend within said Period for such Purposes a Sum not less than Six hundred Pounds (in case of a Lease of any of the Lands mentioned in said First Schedule hereto), or a Sum not less than Eight hundred Pounds in case of a Lease of any of the Lands mentioned in said Second Schedule hereto.

Leases to contain Conditions of Re-entry for Nonpayment of Rent or Breach of Covenants.

IV. In every Lease to be made under the Authority of this Act there shall be contained a Clause in the Nature of a Condition for Re-entry on Nonpayment of the Rent thereby reserved, or any Part thereof, at any Time, for a Period to be therein specified, not exceeding Twenty-one Days, and for Nonperformance or Nonobservance of any of the Covenants or Agreements therein contained on the Part of the Lessee or Lessees, except such (if any) of the same Covenants and Agreements, not being any of those herein-before mentioned, in relation to the Payment of Rent, or to the Erection or Repairs or Improvements of any Buildings
on

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on the Premises, as the Person or Persons making such Lease shall think it reasonable to except.

V. Provided always, That there may be contained in any and every Lease to be made under the Authority of this Act, if the Lessor or Lessors shall think fit, such further or other Covenants, Agreements, or Conditions on the Part of the Lessee or Lessees, their respective Executors, Administrators, and Assigns, to be made, observed, and performed, as to the said Lessor or Lessors shall appear expedient and reasonable.

General
Clauses may
be contained
in Leases.

VI. If any Lease which shall be granted or shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality, be void or voidable, it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid either to confirm such Lease, or to grant a new Lease of the Lands and Hereditaments therein comprised, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, in lieu of such void or voidable Lease, and at and under a yearly Rent not less in amount than the Rent which was reserved or purported to be reserved by such void or voidable Lease, and for a Term not to exceed the Residue then to come and unexpired of the Term for which such void or voidable Lease was made or purported to be made.

Void or
voidable
Leases may
be confirmed.

VII. The Person or Persons for the Time being authorized by this Act to grant Leases of the said Premises may from Time to Time enter into Contracts in Writing for making such Lease as according to the Provisions herein-before contained he or they shall or may be authorized to make of any Part of the said Premises; and such Contracts respectively may contain the following Agreement or Clause:

Contracts
for Leases in
pursuance of
Act may be
made con-
taining
Agreements,
&c. herein
mentioned.

An Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding Three Years from the Day of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the Person or Persons for the Time being authorized by this Act to grant Leases, having regard to the Quantity of Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Six Years from the Day of the Date of the Contract.

VIII. In every such Contract there shall be contained Clauses or Conditions to the following Effect; (that is to say)

First, that the Person or Persons for the Time being authorized by this Act to grant Leases may vacate the Contract, and re-enter upon the Lands therein comprised, if such Sum as therein specified in that

Contracts to
contain
Clauses
herein-
before men-
tioned.

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that Behalf (not less than the Sum which, according to the Provisions herein-before in that Behalf contained, should be covenanted in each such Lease to be expended on such Buildings, Erections, or Improvements as aforesaid,) shall not, within the Period or Periods prescribed by the Contract, not exceeding the Period of Six Years from the Date of such Contract, be expended by the Person to whom the Lease is to be made, his Executors, Administrators, or Assigns, (as the Case may be,) in pursuance of such Contract:

Secondly, that the Person to whom the Lease is to be made, according to such Contract, shall, within a Time therein expressed, not exceeding the Period of Six Years from the Date of such Contract, accept such Lease, and execute a Counterpart or Duplicate thereof, and pay the reasonable Charges of preparing the Lease and the Counterpart or Duplicate respectively.

Leases in
pursuance of
such Con-
tracts.

IX. Every such Contract shall be carried into effect by a Lease or Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Con-
tracts.

X. The Person or Persons for the Time being authorized by this Act to make Leases of the Lands may from Time to Time make any new Contract, with respect to any Land theretofore contracted to be leased, with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to, Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that such Contract be (when so added to, explained, or altered,) conformable to the Provisions of this Act.

General
Terms of
Contracts.

XI. The Contracts with respect to Leases respectively which may from Time to Time be made may (except as by this Act otherwise provided) contain all such Terms and Conditions as the Person or Persons by this Act authorized to make the same may think reasonable and advantageous: Provided always, that no such Contract shall contain any Term or Condition inconsistent with the Provision of this Act, or any Term or Condition obligatory upon the Person or Persons authorized by this Act to make Leases, to which he or they may not be by this Act authorized to give Effect by or in a Lease.

Leases good
notwith-
standing
Defects in
Contracts.

XII. Every Lease respectively under this Act may be deemed duly made, notwithstanding it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease itself be conformable to this Act.

Contracts
not to form
Part of the
Titles to
Leases.

XIII. After a Lease is made in conformity with the Provisions of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

XIV. It

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XIV. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid from Time to Time to accept a Surrender or Relinquishment of any then existing Leases, Terms, or Tenancies of any Messuages, Buildings, Lands, or other Hereditaments hereby authorized to be leased, whether such Leases shall or shall not be subsisting at the Time of the passing of this Act, and whether the same shall have been granted under the Powers and Provisions of this Act, or under the Powers and Provisions in the said recited Will of *Charles Domvile*, or in any of the said several recited Indentures or Instruments contained, or otherwise howsoever, and in every Case for whatever Term or Tenancy the same shall be, and in every such Case to accept such Surrenders as aforesaid, and, pursuant to the Powers and Provisions herein-before contained, to grant any new Lease or Leases, or enter into any new Contract or Contracts for a Lease or Leases, and afterwards accordingly grant a Lease of the Hereditaments comprised in such Lease or Tenancy so surrendered or relinquished, or any Part thereof, either to the Person or Persons making such Surrender or Relinquishment, or to any other Person or Persons whomsoever, and either alone or together with any other Part or Parts of the Hereditaments hereby authorized to be leased as aforesaid, and as to any Hereditaments hereby authorized to be leased as aforesaid which may have been previously leased or granted under the Provisions of this Act in the same Manner as if no Lease had been previously granted of the same under the Provisions of this Act, yet so that no Fine or Foregift be taken for accepting such Surrender or Relinquishment, or for making any such Lease as aforesaid.

Surrender of Leases may be accepted and Premises leased again under Powers of Act.

XV. And whereas Portions of the Lands of *Shankill* mentioned in the said Second Schedule containing respectively One hundred and five Acres One Rood Twenty-two Perches and One hundred and thirty-five Acres Twenty-four Perches are held under Two several Leases made by the said Sir *Compton Domvile* to *Charles Toole*, dated respectively the Eighteenth Day of *September* One thousand eight hundred and forty-four, for a Term of Twenty Years from the Twenty-fifth Day of *March* then last: And whereas the said *Charles Toole* has sublet Portions of the said demised Premises to sundry Persons, and it would be for the Benefit of the Owner of the Reversion that Surrenders of Portions of the said Premises should be permitted for the Purposes of this Act: Therefore it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to accept a Surrender, not only of the whole of the Lands and Premises comprised in such Leases, but also of such Portion or Portions of the said Lands and Premises as the Person or Persons accepting such Surrender shall consider necessary, and such Person or Persons shall, upon accepting such partial Surrender, have Power to apportion the Rent to be payable in respect of the Portion not so surrendered of the Premises comprised in such Leases as aforesaid.

Persons authorized to grant Leases may accept partial Surrenders as to Part of *Shankill*.

[*Private.*]

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XVI. This

The Domvile Estate Act, 1860.

Act not to affect the Powers of leasing and accepting Surrenders contained in Indenture of 24th August 1854.

General Saving.

XVI. This Act or anything contained in it shall not extend to annul, suspend, lessen, or prejudicially affect the Powers of leasing or of accepting Surrenders of Leases contained in the said recited Indenture of the Twenty-fourth Day of *August* One thousand eight hundred and fifty-four, except in so far as the same Powers may be suspended or affected by the Execution of any of the Powers contained in this Act.

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors respectively, other than and except the Persons designated by Name or otherwise in the next following Section of this Act, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, into, out of, or upon the Messuages, Lands, Tenements, Hereditaments, and Premises comprised in or affected by this Act, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

Exceptions from General Saving.

XVIII. The following are the Persons referred to in and by the Exception contained in the last preceding Section of this Act, (that is to say,) the said *Sir Charles Compton Willistm Domvile*, and his First and other Sons, and the Heirs Male of their respective Bodies; *William Compton Domvile* Esquire, and his First and other Sons, and the Heirs Male of their respective Bodies; the First and other Daughters of the said *Sir Charles Compton William Domvile*, and the Heirs Male of their respective Bodies; the First and other Daughters of the said *William Compton Domvile*, and the Heirs Male of their respective Bodies; *Anne Helena*, Wife of *Sir Thomas Edward Winnington* Baronet, *Francis Salway Winnington*, Second Son of said *Anne Helena Winnington*, and his First and other Sons, and the Heirs Male of their respective Bodies; the Third and subsequent-born Sons of the said *Anne Helena Winnington*, and the Heirs Male of their respective Bodies; *Louisa Elizabeth Domvile*, and her First and other Sons, and the Heirs Male of their respective Bodies; *Emily Frances Domvile*, and her First and other Sons, and the Heirs Male of their respective Bodies; the First and other Daughters of the said *Anne Helena Winnington*, and the Heirs Male of their respective Bodies; and all and every other Person and Persons to whom any Estate, Right, Title, or Interest, at Law or in Equity, of, into, and out of the Hereditaments comprised in or affected by this Act has been granted, devised, or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue of the Will and Codicils of the said *Charles Domvile* the elder.

Short Title.

XIX. In citing this Act for any Purpose it shall be sufficient to use the Expression "*The Domvile Estate Act, 1860.*"

XX. This

The Domesday Act, 1860.

XX. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

The Domicile Estate Act, 1860.

SCHEDULES to which the foregoing Act refers.

FIRST SCHEDULE.

The Manor, Town, and Lands of Templeogue alias Tamaleogue, with all the Mills, Milldams, Waters, Watercourses, and other the Rights, Members, and Appurtenances thereto belonging, situate in the Barony of Uppercross and County of Dublin.

The Part of the Town and Lands of Coolock now known as Coolock, containing 65 Acres 3 Roods and 25 Perches Statute Measure, and the Part of the said Town and Lands of Coolock now known as Brookville, containing 172 Acres 2 Roods Statute Measure, situate in the Barony of Coolock and County of Dublin, with the Appurtenances thereunto belonging.

Randle Peyton.

SECOND SCHEDULE.

The Castle, Manor, and Lands of Shankill alias Senkill, and the Lands of Rathmichael, situate in the Parish of Rathmichael, Barony of Rathdown and County of Dublin, together with all and singular the Rights, Members, and Appurtenances thereto belonging.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1860.