



ANNO VICESIMO TERTIO & VICESIMO QUARTO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 4.

An Act for the Sale of the Settled Estates in the Counties of *Sligo* and *Galway* of *John Lord De Freyne*, and for the Purchase of Estates in the County of *Roscommon*, to be limited to the Uses of those Settled Estates. [13th August 1860.]

WHEREAS by an Indenture dated the Sixth Day of November One thousand eight hundred and nine, between *Arthur French* the elder, of *French Park* in the County of *Roscommon*, Esquire, and *Arthur French* the younger, Esquire, the eldest Son and Heir Apparent of *Arthur French*, of the First Part, *Robert French* of the City of *Dublin*, Gentleman, and *Robert Henry French* of the same City, Esquire, of the Second Part, *Richard French* of the City of *Dublin*, Esquire, and *Richard Espinasse* of the same City, Esquire, of the Third Part, the Reverend *John French* Clerk, Dean of *Elphin*, and *George French* of the City of *Dublin*, Esquire, of the Fourth Part, and *Daniel Kelly* of *Cargins* in the County of *Roscommon*, Esquire, and the Reverend *William French* of the City of *Dublin*, Clerk, of the Fifth Part, wherein Four Common Recoveries of *Michaelmas* Term in the same Year (One thousand eight hundred and nine) were recited as having been duly suffered for barring all Estates Tail in the Hereditaments by the

[Private.]

Indenture  
dated 6th  
Nov. 1809.



*Lord De Freyne's Estate Act, 1860.*

reciting Indenture settled, and for enabling *Arthur French* the elder and *Arthur French* the younger to assure the same Hereditaments to and for the Uses and Purposes therein-after declared, limited, and appointed of and concerning the same, all that and those the Town and Lands of *Farreragh* and *High Lake* otherwise *Carrondongan*, Four Quarters, containing Six hundred and nineteen Acres, profitable Land, Plantation Measure, *Ardlaghinbeg*, Six Quarters, containing Three hundred and fifty-three Acres, profitable Land, like Measure, *Ballycashell*, Four Quarters, containing Three hundred and fifteen Acres, like profitable Land, Plantation Measure, *Liscool* otherwise *Lisaguill* otherwise *Liscoile*, One Quarter, and *Evagh* otherwise *Enlagh*, One Cartron, containing One hundred and fifty-two Acres of profitable Land, like Measure, *Ratra* and *Cloninguinnin* otherwise *Cloonmaginein* otherwise *Cloonmaganan* Three Quarters and One Cartron, containing Two hundred and eighty-four Acres, profitable Land, like Measure, with the Corn Mill thereon, *Tullylaghin* otherwise *Tullyartagh*, Four Quarters, containing Four hundred and seventy-eight Acres of profitable Land, like Measure, *Feaghahus* otherwise *Feugh* otherwise *Feagh*, One Quarter and a Half, containing One hundred and eighty-nine Acres of profitable Land, like Measure, *Carakigall* otherwise *Carruckgill*, One Quarter, containing Ninety-nine Acres of like Land and Measure, *Carraghard*, *Cuniard*, and *Carratona*, Two Quarters, containing Two hundred and sixteen Acres of like profitable Land, and like Measure, *Leitrim-eighter* otherwise *Leitrim-oughter* otherwise *Leitrim*, Two Quarters, containing One hundred and eighty-one Acres, profitable Land, like Measure, *Grallagh*, One Quarter, containing One hundred and fifty-nine Acres of like Land, Plantation Measure, *Ballyneshee* otherwise *Mullyneshee*, Four Quarters, containing Three hundred and eighty-eight Acres of like profitable Land, Plantation Measure, *Eaden* otherwise *Ballyneden*, Four Quarters, containing Two hundred and eighty-nine Acres of like profitable Land, Plantation Measure, *Dungarr* otherwise *French Park* and *Lisdody*, Four Quarters and a Half, containing Four hundred and seventy-six Acres of like profitable Land, Plantation Measure, *Slievenane* otherwise *Sivenane*, One Quarter, containing One hundred and ninety-four Acres of like profitable Land, Plantation Measure, *Clonfadda* otherwise *Clonfuddatratra*, Three Cartrons, containing Sixty-eight Acres of profitable Land, like Measure, *Lyssygalagh*, and the Mill Part of the Four Quarters of *Townadrishoge*, containing Seventy-four Acres in *Aghadrissane*, Two Cartrons, *Cloontowaght* otherwise *Cloontoward*, Two Quarters, and *Rook Island*, containing One hundred and fifty Acres, *Croskagh*, Two Quarters, containing One hundred and ten Acres, and *Carrubane*, containing Ninety-two Acres, *Carrowdrishagh* otherwise *Briersfield*, One Quarter, containing One hundred and ten Acres, *Rathnenalig* otherwise *Rathnallige*, and *Clegernogh* otherwise *Clogernagh*, all which said Lands and Premises were situate, lying, and being in the County of *Roscommon*, and also the Lands of *Rusky*, otherwise *Ruskey*, One Trine of Land, containing One hundred and forty-



*Lord De Freyne's Estate Act, 1860.*

one Acres of like profitable Land, Plantation Measure, and *Aughclusk* containing Two hundred and twelve Acres of profitable Land, like Measure, all which said last-mentioned Premises were lying and being in the County of *Mayo*, but have since been included by Law in the County of *Roscommon*, and also the Lands of *Lisbolely* otherwise *Lisballilee*, *Cultenane* otherwise *Kiltenane*, with *Kilprucklisk*, Two Quarters, *Gortmore* otherwise *Gortgana* otherwise *Gortnegara*, and *Lissaheny* otherwise *Lislime* otherwise *Quine*, Two Quarters, *Carncreene* otherwise *Carncreene* otherwise *Carrunecreeny*, One Quarter, *Kealmore* otherwise *Realmore* otherwise *Kilmore*, Two Quarters, *Clogher*, Two Quarters, *Shiffiee*, or *Sheffiee* otherwise *Scuhin*, One Quarter, *Cloneigh* and *Moydnagh* otherwise *Mednaugh* otherwise *Medneough*, One Quarter, being all Ten Quarters and a Half, and containing Nine hundred and eighty-three Acres, profitable Land, like Measure, were the same more or less, all which said last-mentioned Premises were situate, lying, and being in the Barony of *Coolavin* and County of *Sligo*, and also the Lands of *Ballyfinton* otherwise *Ballyfenton*, situate, lying, and being in the County of *Galway*, with the Appurtenances, were limited to the Use of *Richard French* and *Richard Espinasse*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein declared thereof, and subject thereto, to the Use of *John French* and *George French*, their Executors, Administrators, and Assigns, for a Term of Five hundred and fifty Years, upon the Trusts therein-after declared thereof, and subject thereto, to the Use, Intent, and Purpose that *Arthur French* the younger and his Assigns might yearly during the joint Lives of *Arthur French* the elder and *Arthur French* the younger receive and take a yearly Rentcharge of One thousand Pounds Sterling, with usual Powers and Remedies for the Recovery thereof, and subject thereto, to the Use of *Arthur French* the elder, and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *Arthur French* the elder, upon the usual Trust to preserve contingent Remainders, with Remainder, to the Use, Intent, and Purpose that if *Margaret Louisa*, in the reciting Indenture called *Margaret* the Wife of *Arthur French* the elder, should survive him, she and her Assigns might yearly, during her Life, receive and take a yearly Rentcharge of Five hundred Pounds, with usual Powers and Remedies for the Recovery thereof, and subject thereto, to the Use of *Daniel Kelly* and *William French*, their Executors, Administrators, and Assigns, for a Term of Six hundred Years, without Impeachment of Waste, upon the Trusts therein-after declared thereof, and subject thereto to the Use of *Arthur French* the younger, and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *Arthur French* the younger, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and other  
Sons

*Lord De Freyne's Estate Act, 1860.*

Sons of the Body of *Arthur French* the younger, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *John French* (the Second Son of *Arthur French* the elder) during his Life, without Impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *John French*, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of *John French*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Charles French* (the Third Son of *Arthur French* the elder), and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *Charles French*, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of *Charles French*, severally and successively, according to Seniority in Tail Male, with Remainder to the Use of *William French* (the Fourth Son of *Arthur French* the elder), during his Life, without Impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *William French*, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of *William French*, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Fitzstephen French*, in the reciting Indenture called *Patrick French* (the Fifth Son of *Arthur French* the elder), and his Assigns during his Life, without impeachment of Waste, with Remainder to the Use of *Robert French* and *Robert Henry French*, and their Heirs, during the Life of *Fitzstephen French*, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of *Fitzstephen French* severally and successively, according to Seniority in Tail Male, with Remainder to the Use of the Sixth and every other Son of *Arthur French* the elder, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Arthur French* the elder, his Heirs and Assigns for ever; and the Term of Five hundred Years was by the reciting Indenture declared to be limited to *Robert French* and *Richard Espinasse*, their Executors, Administrators, and Assigns, upon trust by Demise, Sale, or Mortgage of the Premises comprised in that Term, or Part thereof, or by other Ways or Means, from Time to Time to raise or borrow at legal Interest such Sums as should be sufficient to pay off all or any of the Debts, Charges, and Incumbrances mentioned in the Schedule to the reciting Indenture, and all Interest thereon, at the Rate of Six Pounds Sterling *per Centum per Annum*, and Costs, and to pay the Monies so raised for and towards the Payment of the Debts, Charges, and Incumbrances, Interest and Costs, in such Order as the Trustees should think proper, and so that the Settled Estates might be exonerated and discharged from the same, with a Proviso that in the event of any Sale of the Premises comprised in the Term, or any Part thereof,



*Lord De Freyne's Estate Act, 1860.*

thereof, being decreed by a Court of Equity for Payment of the Debts and Incumbrances, or any Part thereof, the Trustees, with the Consent of the Persons entitled to the Freehold, might convey the Freehold and Inheritance of the Lands so sold; and the Term of Five hundred and fifty Years was by the reciting Indenture declared to be limited to *John French* and *George French*, their Executors, Administrators, and Assigns, upon trust, for better securing the Payment of the yearly Rentcharge thereby provided for *Arthur French* the younger, and the Term of Six hundred Years was by the reciting Indenture declared to be limited to *Daniel Kelly* and *William French*, their Executors, Administrators, and Assigns, upon trust, in the first place, for better securing to *Margaret French*, and her Assigns during her Life, in case she should survive *Arthur French* her Husband, the due Payment of the yearly Rentcharge provided for her, and upon further trust, either in the Lifetime of *Arthur French* the elder, with his express Consent in Writing, or else not until after his Decease; by Demise, Sale, or Mortgage of the Premises comprised in that Term, or Part thereof, or by other Ways or Means, to levy and raise the Sum of Ten thousand Pounds then and late *Irish* Currency, as and for additional Portions for the younger Sons and Daughters of *Arthur French* the elder by *Margaret* his Wife, over and besides the Portions provided for them by the Settlement of the Thirtieth Day of *October* One thousand seven hundred and eighty-six, therein referred to, and to be divided between them in such Shares and Proportions and to be paid and payable at such Time and Times as *Arthur French* the elder, by any Writing or Writings under his Hand and Seal, attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed and published in the Presence of the like Number of Witnesses, should appoint, and in default of such Appointment then the Ten thousand Pounds to be equally divided amongst them, Share and Share alike, to be paid and payable in manner following, that is to say, to such younger Son or Sons at his or their respective Age of Twenty-one Years, and to such Daughter or Daughters at her or their respective Age of Twenty-one Years or Day of Marriage, whichever should first happen, if the respective Times of Payment should happen after the Decease of *Arthur French* the elder, but if in his Lifetime then within Three Calendar Months after his Decease, and not sooner, unless with his express Consent, and upon further trust, in the meantime, from the Death of *Arthur French* the elder until the additional Portions should become payable, to levy and raise the yearly Interest thereof at the Rate of Six Pounds *per Centum* for the Maintenance and Education of such younger Children, and to pay and apply the same accordingly, with a Proviso for Survivorship in case any of the younger Sons should die or become an eldest or only Son, or any of the Daughters should die before her or their additional Portion or Portions should become payable; and it was by the reciting Indenture provided, that it should be lawful for *Arthur French* and *Arthur French*

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*Lord De Freyne's Estate Act, 1860.*

the younger, by Writing under their Hands and Seals, attested by Two or more credible Witnesses, jointly to charge and incumber by Mortgage or otherwise the Settled Estates with the Payment of any Sums not exceeding in the whole Five thousand Pounds then and late *Irish* Currency, with lawful or any lower Rate of Interest for the same until the same should be repaid, which Charge, when made, should take place of and be preferred in Payment before all other the Estates, Jointures, Portion, and Trusts therein-before limited of and in the Premises or such Parts thereof as should be so charged, the same to be applied by them for such Purposes as they might jointly think proper; and by the now-reciting Indenture Powers were created authorizing *Arthur French* the younger, to charge the Settled Estates with a Jointure for any Wife, and with Sums not exceeding in the whole Ten thousand Pounds, then and late *Irish* Currency, for the Portions of the younger Children of *Arthur French* the younger, and in the event of *Arthur French* the younger dying without Issue Male in the Lifetime of *John French*, *Charles French*, *William French*, and *Fitzstephen French*, or any of them, authorizing such of them as for the Time being should be next in Remainder to charge the Settled Estates, with Jointures for their respective Wives, and authorizing Leases of the Settled Estates to be granted for One, Two, or Three Lives, or for not exceeding Thirty-one Years, or for any Number of Years determinable upon One, Two, or Three Lives, and authorizing *Arthur French* the elder and *Arthur French* the younger, during their joint Lives to revoke all or any of the Uses or Estates thereby limited, except as related to the Jointure for *Margaret French*, and the additional Portions for the younger Children of *Arthur French* the elder, and the Term of Six hundred Years, and to declare new Uses of the same, which Indenture was duly registered on the Fourth Day of *July* One thousand eight hundred and ten, in the Office for the Registry of Deeds in *Ireland*: And whereas a Schedule to the recited Indenture of Settlement specified Debts and Incumbrances amounting in the whole to Forty thousand two hundred and fifty-seven Pounds late *Irish* Currency: And whereas by an Indenture dated the Twenty-third Day of *March*, One thousand eight hundred and sixteen, between *Arthur French* the elder and *Arthur French* the younger of the one Part, and *Daniel Kelly* of *Cargins*, in the County of *Roscommon* of the other Part, *Arthur French* the elder, and *Arthur French* the younger, in pursuance of the Power in that Behalf granted to them by the recited Indenture of Settlement, charged the Settled Estates with the Payment to the said *Daniel Kelly*, his Executors, Administrators, or Assigns, of Five thousand Pounds late *Irish* Currency, with Interest thereon, as appears by the Memorial on the Registry of that Indenture, and that Charge of Five thousand Pounds is still subsisting: And whereas *Arthur French* died in the Month of *November* One thousand eight hundred and twenty, leaving Issue him surviving Five Sons only, to wit, *Arthur French*



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*Lord De Freyne's Estate Act, 1860.*

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*French* the younger, *John French*, *Charles French*, *William French*, and *Fitzstephen French*, in the recited Indenture of Settlement called *Patrick French*: And whereas *Margaret Louisa French* died in the Month of *December* One thousand eight hundred and twenty-two: And whereas *Arthur French* the younger was in the Year One thousand eight hundred and thirty-nine raised to the Peerage as Baron *De Freyne* of *Artagh* in the County of *Roscommon*, with remainder to the Heirs Male of his Body, and in the Year One thousand eight hundred and fifty-one was created Baron *De Freyne* of *Coolavin* in the County of *Sligo*, with a special Limitation, in default of Heirs Male of his Body, to *John French* and the Heirs Male of his Body, and in default of such Issue to *Charles French* and the Heirs Male of his Body; and in default of such Issue to *Fitzstephen French* and the Heirs Male of his Body; And whereas *Arthur* Lord *De Freyne* died on the Twenty-ninth Day of *September* One thousand eight hundred and fifty-six, without Issue: And whereas on the Death of *Arthur* Lord *De Freyne* *John French*, the Second Son of *Arthur French* the elder, became Baron *De Freyne* of *Coolavin*, and became and still is entitled under the recited Indenture of Settlement as Tenant for Life in Possession to the Settled Estates: And whereas *John* Lord *De Freyne* is unmarried: And whereas *Charles French*, the Third Son of *Arthur French*, intermarried on the Seventeenth Day of *May* One thousand eight hundred and fifty-four, with *Catherine Marre*, by whom he has Issue three Sons, namely, *Arthur French*, *Richard French*, and *Robert French*, who are all now Infants of tender Age, and who are his only Sons: And whereas *William French*, the Fourth Son of *Arthur French*, died in *India* in or about the Month of *March* in the Year One thousand eight hundred and twenty-three, a Bachelor: And whereas *Fitzstephen French*, the Fifth Son of *Arthur French*, intermarried, in the Year One thousand eight hundred and thirty-nine, with *Emma Georgiana Charlotte Bennett*: And whereas *Fitzstephen French* had Two Sons, both of whom died Infants of tender Years, and he has not any Issue Male now living: And whereas *Arthur French* had no Son besides his Five Sons named in the recited Indenture of Settlement: And whereas all the Debts and Incumbrances specified in the Schedule to the recited Indenture of Settlement still remain charged on the Settled Estates: And whereas the Term of Five hundred and fifty Years has ceased: And whereas, the Sum of Ten thousand Pounds (late *Irish* Currency) for Portions for the younger Children of *Arthur French* secured by the Trusts of the Term of Six hundred Years still remains secured on the Settled Estates: And whereas the Sum of Five thousand Pounds late *Irish* Currency charged on the Settled Estates by the recited Indenture of the Twenty-third Day of *March* One thousand eight hundred and sixteen still remains secured on the Settled Estates: And whereas no Part of the Settled Estates is now subject to any Charge made under any of the Powers of jointuring Wives and charging Portions for younger Children



*Lord De Freyne's Estate Act, 1860.*

Children created by the first-recited Indenture of Settlement: And whereas *Arthur French* and *Arthur French* the younger did not in any way exercise the Power of Revocation granted to them by the first-recited Indenture of Settlement, except by a Deed dated the Fifth Day of *September* One thousand eight hundred and twelve, whereby they demised a Piece of Ground containing Twenty Acres Two Roods and Twenty-six Perches (*Irish* Plantation Measure), Part of the Settled Estates, for Three Lives, subject to a Covenant for perpetual Renewal, as a Glebe for the Incumbent of the Parish of *Tibohine*: And whereas the Settled Estates are now subject to Charges amounting in the whole to Fifty-eight thousand Pounds or thereabouts of the present Currency, inclusive of the Debts, Charges, and Incumbrances secured by the Term of Five hundred Years, and the Ten thousand Pounds (late *Irish* Currency) charged by the first-recited Indenture of Settlement as Portions for the younger Children of *Arthur French*, and the Five thousand Pounds (late *Irish* Currency) secured by the second-recited Indenture of the Twenty-third Day of *March* One thousand eight hundred and sixteen: And whereas it would be advantageous to *John Lord De Freyne*, and to the Persons entitled in Remainder after his Life Estate to the Settled Estates, that such Parts of the Settled Estates as are situate in the Counties of *Sligo* and *Galway* respectively should be sold, and the net Proceeds thereof should be invested in the Purchase of Estates in the County of *Roscommon*, to be settled to the same Uses as those to which the Settled Estates now stand limited: And whereas it is expedient that such Parts of the Settled Estates as are by this Act authorized to be sold should be vested in Trustees, with proper Trusts, Powers, and Provisions for Sale thereof, and for investing the net Proceeds thereof in the Purchase of Estates in the County of *Roscommon*, to be settled to the Uses by the first-recited Indenture of Settlement limited of the Settled Estates, and now subsisting: And whereas the Settled Estates are specified in the First Schedule to this Act annexed: And whereas the several Charges on the Settled Estates are specified in the Second Schedule to this Act annexed, and there is no other Charge on the Settled Estates or any Part thereof: And whereas such Parts of the Settled Estates as are by this Act authorized to be sold are specified in the Third Schedule to this Act annexed: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *John Lord De Freyne* 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, of this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title. I. This Act may for all Purposes be cited as "*Lord De Freyne's Estate Act, 1860.*"

II. From



*Lord De Freyne's Estate Act, 1860.*

II. From and after the passing of this Act the Estates, specified in the Third Schedule to this Act annexed, with the Rights, Members, and Appurtenances, are by this Act vested in *Abraham Brewster* of *Merrion Square* in the City of *Dublin*, and *John Corr* of *Frenchpark* in the County of *Roscommon*, Esquires, their Heirs and Assigns for ever, subject and without Prejudice to all Leases, Agreements for Leases, and Tenancies of the same Estates, or any Parts thereof, but fully and absolutely discharged from all other Estates, Limitations, Uses, Trusts, Powers, Provisoes, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which in and by or under and by virtue of the recited Indenture of Settlement have been or shall be limited, created, declared, or expressed of or concerning or do or shall affect the same Estates or any Part thereof, or any Share or Interest of or in the same, but upon trust to carry into effect the several Purposes of this Act with respect to the same Estates, and subject thereto, and to the Sales and Dispositions of the same Estates or any Part thereof from Time to Time made under this Act, and in the meantime until the same are made respectively, upon such Trusts as will the nearest correspond with the Uses, Trusts, Powers, and Provisions of the recited Indenture of Settlement, and the Demise of the Fifth Day of *September* One thousand eight hundred and twelve respectively.

Estates  
vested in  
Trustees  
upon trust  
for Purposes  
of this Act.

III. The Trusts and Powers of this Act shall be performed and exercised by *Abraham Brewster* and *John Corr*, and the Survivor of them, and other the Person and Persons who from Time to Time is and are the Trustees and Trustee under this Act, and who respectively are and is comprised in the Expression "the Trustees of this Act."

Trustees of  
this Act.

IV. The Trusts and Powers of this Act shall be performed and exercised during the Life of *John Lord De Freyne* with his Consent in Writing, and after his Decease with the Consent in Writing of the Person who from Time to Time is entitled in Equity to the Possession or the Receipt of the Rents and Profits of such Parts of the Estates specified in the Third Schedule to this Act annexed as from Time to Time remain unsold under this Act, if and when he is of full Age, or with the Consent in Writing of his Guardian or Guardians if and when he is under Age.

Consent to  
Execution of  
this Act.

V. The Trustees of this Act may from Time to Time sell and absolutely dispose of all or any Part of the Estates specified in the Third Schedule to this Act annexed from Time to Time remaining subject to the Trusts and Powers of this Act, and the Inheritance in Fee Simple of and in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, for the best Price in Money that

Power to sell  
Estates in  
the Third  
Schedule.

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*Lord De Freyne's Estate Act, 1860.*

can at the Time of Sale be reasonably obtained for the same, and shall receive and give Receipts for the Purchase Monies for the Hereditaments sold, and shall convey the Hereditaments sold to the respective Purchasers thereof, their Heirs and Assigns, or as they respectively direct.

Conditions  
of Sale.

VI. Every such Sale may be made under such ordinary or special Conditions of Sale, and in One or more Lot or Lots, and by Public Auction or Private Contract, and either subject to or discharged from any Mortgages, Charges, or other Incumbrances, and generally in such Manner in all respects as the Trustees of this Act think fit, and they may fix reserved Biddings, and buy in at Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and resell, without Liability for any consequent Loss or Expense; and every or any such Sale may, at the Option of the Trustees of this Act, be made through the Landed Estates Court (*Ireland*) or any other Court, so far as the Jurisdiction and Powers of the Court are from Time to Time applicable thereto.

Interim  
Receipt of  
Rents by  
Persons  
entitled.

VII. The Trustees of this Act from Time to Time shall permit, and, if they think it expedient, shall authorize and empower the Persons who from Time to Time are, under the Limitations of the recited Indenture of Settlement, entitled to the Possession or the Receipt of the Rents and Profits of such Parts of the Estates specified in the Third Schedule to this Act annexed as from Time to Time remain unsold under this Act, to possess or receive the same in like Manner in all respects as if this Act were not passed.

Power for  
Trustees of  
Act to  
purchase  
Estates in  
Roscommon.

VIII. The Trustees of this Act from Time to Time may purchase any Freehold Manors, Messuages, Lands, Tenements, and other Hereditaments situate in the County of *Roscommon*, and near to or convenient to be held with such Parts of the Settled Estates as are situate in that County, and may purchase the same at Public Auction or by Private Contract, and subject to any ordinary or special Conditions of Sale.

Same, when  
purchased,  
to be settled  
to Uses of  
Settled  
Estates.

IX. When the Trustees of this Act purchase any such Manors, Messuages, Lands, Tenements, or other Hereditaments, the same shall be settled to such Uses, upon such Trusts, and with, under, and subject to such Powers and Provisions, and such Mortgages, Charges, or other Incumbrances, if any, as then correspond with the Uses, Trusts, Powers, and Provisions, and the then existing Mortgages, Charges, or other Incumbrances, if any, created by or under the recited Indenture of Settlement, which, if this Act were not passed, would then affect the Parts of  
the



*Lord De Freyne's Estate Act, 1860.*

the Estates which are specified in the Third Schedule to this Act annexed if the same remained unsold under this Act.

X. The Trustees of this Act, if and when they think fit, may also apply any net Proceeds of Sales made under this Act in or towards the Discharge of any Mortgages, Charges, or other Incumbrances from Time to Time affecting all or any Part of the Estates specified in the First Schedule to this Act annexed, instead of paying the same into the Bank, as by this Act directed, or, as the Case may be, instead of investing the same in any Purchase in accordance with this Act.

Power to  
pay off  
Charges.

XI. The net Proceeds of the Sales from Time to Time made under this Act shall be applicable, in accordance with this Act, for the Purposes of the Purchases or Discharge of Incumbrances from Time to Time made under this Act, and the incidental Costs, Charges, and Expenses: Provided always, that out of the net Proceeds of the Sales there shall be paid One Half of the taxed Costs and Expenses of preparing, applying for, and obtaining this Act, or in any way incidental thereto; and until the net Proceeds of the Sales are so applied they shall be paid into the Bank, as by this Act provided.

Payment of  
Monies into  
Bank of  
Ireland.

XII. All Monies by this Act directed to be paid into the Bank shall be paid, without Fee or Reward, 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 Lord *De Freyne's* Estates," pursuant to the Method prescribed by the *Irish* Statute of the Session of the Twenty-third and Twenty-fourth Years of *George* the Third, Chapter Twenty-two, and the General Orders of the Court.

Application  
of Monies to  
be raised for  
Costs.

XIII. The Certificate of the Accountant General of the Payment into the Bank of any such Monies, with the Receipt of One of the Cashiers of the Bank thereunto annexed, and therewith filed in the proper Office of the Court shall from Time to Time be good and effectual Discharges for the Monies in the Certificate and Receipt respectively expressed to be so paid, and shall free the Persons respectively paying the Monies, their Heirs, Executors, Administrators, and Assigns, from all Liability as to the Application or Nonapplication thereof.

Certificates  
of Payments,  
with  
Receipts, to  
be good  
Discharges.

XIV. The Monies so from Time to Time paid into the Bank, or a competent Part thereof, may and shall, upon Petition preferred to the Court in a summary Way by the Trustees of this Act, or by any Person who if the Monies were then invested as by this Act directed in the Purchase of Hereditaments would be beneficially entitled in possession

Application  
of Monies  
paid into  
Bank.

to



*Lord De Freyne's Estate Act, 1860.*

to the Rents and Profits of any of the Hereditaments so purchased, if such Person be of full Age, or if not then by his Guardian, be applied, under the Order or Direction of the Court, in or towards the Discharge of One Half of the taxed Costs and Expenses of preparing, applying for, and obtaining this Act, or in any way incidental thereto, and in the next place in or towards the Discharge of the Costs, Charges, and Expenses of and incident to the Execution of this Act, and the Surplus Monies shall be laid out and invested, under the Order and Direction of the Court, in the Purchase of Hereditaments, as by this Act provided, free from all Incumbrances (except Land Tax, Quitrents, or like Outgoings and Payments).

Investment  
of Monies in  
Exchequer  
Bills.

XV. All Monies so paid into the Bank shall, until so invested, or otherwise applied under the Direction of the Court, be from Time to Time laid out, in the Name of the Accountant General, in the Purchase of Exchequer Bills, and the Monies received for the same, when paid off by the Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of  
Exchequer  
Bills.

XVI. The Court may make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, the new Exchequer Bills may be received in exchange for those in the Course of Payment as shall be effectual for enabling such new Exchequer Bills to be received in exchange, and in that event the Interest of the new Exchequer Bills shall be laid out as by this Act directed with respect to old Exchequer Bills paid off.

Deposit of  
Exchequer  
Bills.

XVII. All such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until proper Purchases be found and approved as by this Act directed, and until the same be, upon Petition, setting forth such Approbation, and preferred to the Court in a summary Way, as by this Act directed, be ordered to be sold by the Accountant General for Payment of One Half of the taxed Costs, Charges, or Expenses, and for completing the Purchase in such Manner as the Court think just and direct.

Profits on  
Sale of  
Exchequer  
Bills.

XVIII. If the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then and in that Case only the Surplus remaining after discharging the Expense of the Applications to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits  
of



*Lord De Freyne's Estate Act, 1860.*

of the Hereditaments directed to be purchased in case the same had been purchased, pursuant to this Act, or the Representatives of that Person.

XIX. Every Receipt from Time to Time given by the Trustees of this Act, or by any Person or Persons authorized in Writing by them to receive the same, for any Money received by the Trustees of this Act, or any such Person or Persons so authorized under the Authority or for any of the Purposes of this Act, shall be a legal and conclusive Discharge to the Person or Persons paying the same, and effectually release him and them from all Liability, Claims, and Demands in respect thereof.

Receipts of  
Trustees of  
Act to  
discharge.

XX. If any Person or Persons, being from Time to Time a Trustee or Trustees under this Act, die, or refuse, decline, or become incapable or unfit to act in the Trusts by this Act created, or go to reside beyond Seas before those Trusts are fully executed, then and in every such Case the High Court of Chancery in *Ireland* may, on a summary Application by any Person interested under this Act, appoint any Person or Persons approved by the Court, and without respect to Number, to be a Trustee or Trustees under this Act, in the Place of the Trustee or Trustees so dying, refusing, declining, becoming incapable or unfit, or going to reside beyond Seas, and every such new Trustee shall, to all Intents and Purposes whatsoever, have all the Powers, Authorities, Discretions, and Indemnities of a Trustee under this Act.

Appoint-  
ment by  
Court of  
Chancery in  
*Ireland* of  
new Trustees  
under Act.

XXI. Provided always, That during the Life of *John Lord De Freyne* no new Trustee of this Act shall be appointed without his Approval, unless the Court think that his Approval ought not to be required.

Approval of  
*John Lord  
De Freyne*  
of new  
Trustees.

XXII. No Person now or hereafter a Trustee under or for any of the Purposes of this Act shall be answerable or accountable for any other such Person, or for any involuntary Loss or Expense, nor for the Payment, Application, or Disposition of any Monies, Stocks, or Funds which shall have been paid, applied, or disposed of under or pursuant to any Order or Direction of the said Court of Chancery in *Ireland*, or of the said Landed Estates Court (*Ireland*); and all and every such Persons and Person respectively may, by and out of any Money coming to their or his respective Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses which they and he respectively incur or sustain in or about the carrying of this Act into execution.

Indemnifica-  
tion of  
Trustees  
acting under  
this Act.

[*Private.*]

q q

XXIII. The



*Lord De Freyne's Estate Act, 1860.*

Orders of  
Court of  
Chancery as  
to Costs.

XXIII. The High Court of Chancery in *Ireland*, from Time to Time, on a summary Application by any Person interested under this Act, may make such Orders for and with respect to the allowing, taxing, settling, and paying off any of the Costs, Charges, and Expenses payable under this Act, and with respect to the Application of any Monies raised under this Act, as the Court think fit; but this Provision shall not be construed as preventing the Landed Estates Court (*Ireland*) from making such Orders as it may deem right respecting the Proceeds of any Sale which may be made through the said last-mentioned Court.

General  
Saving.

XXIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Corporate and Politic, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, upon, or with respect to the Settled Estates specified in the First Schedule to this Act annexed or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have enjoyed in case this Act were not passed.

Exception  
from  
General  
Saving.

XXV. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; to wit, first, *John Lord De Freyne* and his Assigns; secondly, the First and other Sons of *John Lord De Freyne*, and the Heirs Male of their respective Bodies, and their respective Assigns; thirdly, *Charles French* and his Assigns; fourthly, *Arthur French*, *Richard French*, and *Robert French*, Sons of *Charles French*, and the Fourth and other Sons of *Charles French*, and the Heirs Male of their respective Bodies, and their respective Assigns; fifthly, *Fitzstephen French* and his Assigns; sixthly, the Sons of *Fitzstephen French*, and the Heirs Male of their respective Bodies, and their respective Assigns; seventhly, the Heirs and Assigns of *Arthur French*; eighthly, the Trustees to preserve contingent Remainders under the recited Indenture of Settlement, in their Capacity of such Trustees; ninthly, all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, or out of the Estates specified in the First Schedule to this Act annexed, or any Part thereof, hath been limited, or hath devolved or descended, or shall devolve or descend, under or by virtue of the recited Indenture of Settlement, and their respective Heirs, Executors, Administrators, and Assigns; and, tenthly, all Persons claiming any Mortgages, Charges, or other Incumbrances on or affecting the Estates specified in the First Schedule to this Act annexed, or any Part or Share thereof.

XXVI. This



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*Lord De Freyne's Estate Act, 1860.*

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XXVI. 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. Evidence Clause.



The FIRST SCHEDULE to which the foregoing Act  
refers.

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THE SETTLED ESTATES.

THE Estates in the Counties of Roscommon, Sligo, and Galway described in the Indenture of Settlement of the Sixth Day of November One thousand eight hundred and nine, recited in the foregoing Act, and estimated, according to the Ordnance Survey of Ireland, as containing in the whole 38,189 Acres or thereabouts.

*John Edmond Roach.*



*Lord De Freyne's Estate Act, 1860.*

The SECOND SCHEDULE to which the foregoing Act refers.

## CHARGES ON THE SETTLED ESTATES.

	£	s.	d.	
Amount of Charges in the Schedule to the Deed of 6th November 1809 -	40,257	0	0½	} Late Irish Currency.
Sum charged for additional Portions of younger Children by that Deed -	10,000	0	0	
Sum charged by Arthur French and Arthur French the younger by Deed of 23rd March 1816, pursuant to the Powers reserved to them by the Deed of the 6th November 1809 -	5,000	0	0	
Sum charged for younger Children by Will of Arthur French, subsequent to the Date of the Deed of 6th November 1809, in pursuance of the Powers reserved in the Deed of the 30th October 1786, therein mentioned -	7,500	0	0	
Total -	£62,757	0	0½	
Equal in present Currency to	£57,929	10	10	

*Noel Hooke Robinson.*



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*Lord De Freyne's Estate Act, 1860.*

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The THIRD SCHEDULE to which the foregoing Act refers.

THE PARTS OF THE SETTLED ESTATES WHICH ARE TO BE SOLD.

ALL such Parts of the Estates specified in the First Schedule as are situate in the Counties of Sligo and Galway respectively, and, according to the Ordnance Survey of Ireland, containing in the whole Four thousand three hundred and eighty-eight Acres or thereabouts, and which in the Indenture of the Sixth Day of November One thousand eight hundred and nine, recited in the foregoing Act, were described by the Description thereof applicable thereto in the Year One thousand seven hundred and eighty-six, but which in the present Rental of the Estates are distinguished by the Names following; (that is to say,)

Ardicullinan,	Drim and Clegan,	Moydoo,
Ballinaclassa,	Daughclooneigh,	Riveen,
Balligalda,	Gortigara,	Seefin,
Carrowneecreena,	Kilprushlish,	Tallaghan,
Chasefield,	Keenahan,	Tavanabraghta,
Cloonmeen,	Keelderra,	all in the County of
Clooneigh,	Lisballaly,	Sligo, and
Colterane East,	Lishosheeney,	Ballyfenton, in the
Colterane West,	Meelroe,	County of Galway.
Drumhillock,	Milltown,	

And which in the Ordnance Survey are distinguished by the Names following; (that is to say),

Culterane,	Kilprucklish,	Seefin,
Chasefield,	Lisballaly,	all in the County
Clooneyh,	Moydoo,	Sligo, and
Cuilmore,	Meelroe,	Ballyfenton, in the
Gortygara,		County of Galway.

*John Darcy.*

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LONDON:

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