



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 9.

An Act for authorizing the raising of Money for Payment of Incumbrances on the Estates in the Counties of *Roscommon* and *Sligo* and *Queen's County*, of which the Right Honourable *Robert Viscount Lorton* is Tenant for Life in Possession, by Mortgage instead of Sale. [20th August 1860.]

WHEREAS *Robert Earl of Kingston* was at the Time of making his Will and thenceforth to and at the Time of his Death seised of or otherwise well entitled to certain Lands and Hereditaments situate in the Counties of *Roscommon* and *Sligo* for an Estate of Inheritance in Fee Simple: And whereas the said *Robert Earl of Kingston* duly made and published his last Will and Testament in Writing, bearing Date the First Day of *January* One thousand seven hundred and ninety-eight, and executed and attested as by Law then required for passing Freehold Estates by Devise, and thereby devised all his Lands and Hereditaments in the Counties of *Roscommon* and *Sligo* which he had Power and Dominion over (except the Lands devised by the Will of the then late *John Harloe Esquire* to his Lordship's Father) unto the Honourable and Reverend *Thomas Saint Lawrence*, then Dean of *Cork*, and his Heirs, to the Use of his the said

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Testator's

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Testator's Second Son *Robert Edward King*, therein called *Robert King*, for his Life, with Remainder to the Use of the First and other Sons of the said *Robert Edward King* successively according to Seniority of Age in Tail Male, with Remainders over; and the said Testator declared his Will to be, that if his Personal Estate should prove deficient for Payment of his Debts not charged on the *Mitchellstown* Estates in the County of *Cork*, and the Debts due by his said late Father, and the Testator's Funeral and Testamentary Expenses, such Deficiency should stand charged on the said Hereditaments devised by him as aforesaid; and the said Testator empowered the said *Robert Edward King* in manner therein mentioned, to charge the said Hereditaments with such Jointure as therein mentioned, and with any Sum or Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds late *Irish* Currency for Portions of the younger Children of the said *Robert Edward King*, and to limit a Term or Terms for Years to a Trustee or Trustees for securing such Jointure and raising such Portions: And whereas the said Testator died in the Year One thousand seven hundred and ninety-nine, without having revoked or altered his Will so far as relates to the Devise of the Hereditaments devised by him as aforesaid: And whereas at the Time of the Death of the said Testator the said Hereditaments in the Counties of *Roscommon* and *Sligo* devised by him as aforesaid were subject to Incumbrances affecting the same, and amounting in the whole to the Sum of One hundred and eight thousand Pounds or thereabouts: And whereas the Reverend *Robert Cutts Harman*, late Dean of *Waterford*, was at the Time of making his Will and thenceforth to and at the Time of his Death seised of or otherwise well entitled to the Lands and Hereditaments situate in the *Queen's County* devised by him as herein-after mentioned for an Estate of Inheritance in Fee Simple: And whereas the said *Robert Cutts Harman* duly made and published his last Will and Testament in Writing, bearing Date the Twenty-seventh Day of *April* One thousand seven hundred and eighty-two, and executed and attested as by Law then required for passing Freehold Estates by Devise, and thereby devised certain Lands and Hereditaments in the *Queen's County* therein described to certain Trustees therein named, and their Heirs, to the Use of *Laurence Viscount Oxmanstown* until the Day of the Marriage or Arrival at Twenty-one Years of Age of the Honourable *Frances Harman Parsons*, Daughter of the said Viscount *Oxmanstown*, and from thenceforth to the Use of the said *Frances Harman Parsons* for her Life, with Remainder to the Use of her First and other Sons successively according to Seniority of Age in Tail Male, with Remainders over: And whereas the said *Robert Cutts Harman* died in the Year One thousand seven hundred and eighty-four, without having revoked or altered his said Will, and the said *Frances Harman Parsons* attained her Age of Twenty-one Years on the Thirty-first Day of *March* One thousand seven hundred and ninety-six: And whereas the said *Robert Edward King* in the Year One thousand seven hundred and

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and ninety-nine intermarried with the said *Frances Harman Parsons*; and by an Indenture bearing Date the Seventh Day of *December* One thousand seven hundred and ninety-nine, and made between the said *Robert Edward King* (therein called the Honourable *Robert King*) of the First Part, the said *Lawrence Viscount Oxmanstown* and *Frances Harman Parsons* of the Second Part, and *Stephen Earl of Mountcashell* and *Alexander Hamilton* Esquire of the Third Part, being a Settlement made in consideration of the Marriage then intended and shortly after solemnized between the said *Robert Edward King* and *Frances Harman Parsons*, the said *Robert Edward King*, in pursuance of the Power vested in him by the Will of the said *Robert Earl of Kingston*, charged the said Hereditaments in the Counties of *Roscommon* and *Sligo* with such Jointure as therein mentioned for the said *Frances Harman Parsons*, and with the Sum of Ten thousand Pounds late *Irish* Currency for the Portions of the younger Children of the said Marriage, and by the said Indenture the said *Robert Edward King* granted the same Hereditaments to the said *Stephen Earl of Mountcashell* and *Alexander Hamilton* for a Term of Five hundred Years, upon trust for securing the said Jointure and raising the said Sum of Ten thousand Pounds, and by the said Indenture the said *Robert Edward King* covenanted to assign Securities to the Amount of Thirty thousand Pounds late *Irish* Currency unto the said Earl of *Mountcashell* and *Alexander Hamilton*, for discharging such Debts and Incumbrances as then affected the Lands devised to the said *Robert Edward King* as aforesaid: And whereas the said *Robert Edward King* was in the Year One thousand eight hundred created Baron *Erris*, and in the Year One thousand eight hundred and six Viscount *Lorton* of *Boyle* in the County of *Roscommon* in that Part of the United Kingdom called *Ireland*: And whereas by an Indenture bearing Date the Second Day of *April* One thousand eight hundred and twelve, and made between the said *Robert Edward* Viscount *Lorton* of the one Part, and the said *Stephen Earl of Mountcashell* and *Alexander Hamilton* of the other Part, the said *Robert Edward* Viscount *Lorton* in further pursuance of the Power vested in him as aforesaid, charged the said Hereditaments in the Counties of *Roscommon* and *Sligo* with the further Jointure therein mentioned for the said *Frances* Viscountess *Lorton*, and with the further Sum of Ten thousand Pounds late *Irish* Currency for the Portions of the younger Children of the said Marriage, to be raised by Sale or Mortgage of the said Term of Five hundred Years: And whereas there was Issue of the said Marriage *Robert* now Viscount *Lorton*, the eldest Son, and several younger Children, that is to say, the Honourable *Jane King*, the Wife of *Anthony Lefroy* Esquire, M. P., the Honourable *Frances Anne King*, who intermarried with the Reverend *Charles Leslie*, and is since deceased, the Honourable *Caroline King*, who intermarried with Sir *Robert Gore Booth* Baronet, and is since deceased, the Honourable *Eleanor King*, and the Honourable *Louisa King*, who both died Infants and unmarried,

Indenture
dated 2d
April 1812.

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Indenture
dated 17th
January
1827.

married, and the Honourable *Laurence Harman King*, who assumed the Name of *Harman* in addition to his Patronymic: And whereas the said *Robert Viscount Lorton* attained his Age of Twenty-one Years in the Year One thousand eight hundred and twenty-five: And whereas by Indenture of Settlement bearing Date the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, and made between the said *Robert Edward Viscount Lorton* and *Frances Viscountess Lorton* of the First Part, the said *Robert* now *Viscount Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said *Sir Robert Gore Booth* and *Anthony Lefroy* of the Third Part, the said *Alexander Hamilton* (surviving Trustee named in the said Settlement of the Seventh Day of *December*, One thousand seven hundred and ninety-nine) and *Morgan Crofton*, Barrister-at-Law, of the Fourth Part, and the Reverend *William Cleaver* and the Honourable *James William King* of the Fifth Part, after reciting that the said *Robert Edward Viscount Lorton* had (as therein-after and herein-after more particularly specified) paid off considerably more of the Incumbrances affecting the Estates in the Counties of *Roscommon* and *Sligo* devised to him as aforesaid than he was bound by his Settlement to do, but that there still remained Incumbrances to a considerable Amount affecting the said Estates, and that it had been considered expedient that the said Lands in the *Queen's County* should be sold, and the Purchase Money thereof applied in discharge of the Incumbrances still affecting the said Estates in the Counties of *Roscommon* and *Sligo*, as far as the same should extend; and reciting that the said *Robert Edward Viscount Lorton* had paid off the several Incumbrances which upon the Death of the said *Robert Earl of Kingston* were charged upon the Inheritance of the said Lands devised to the said *Robert Edward Viscount Lorton* by the said Will of the said *Robert Earl of Kingston*, set forth in the First Schedule to the now-reciting Indenture annexed, amounting to the Sum of Sixty two thousand five hundred and sixty-eight Pounds One Shilling late *Irish* Currency, exceeding the Amount which by his said Marriage Settlement he was bound to pay off by the Sum of Thirty-two thousand five hundred and sixty-eight Pounds One Shilling late *Irish* Currency, and which he had agreed to extinguish so that the said Lands should only remain liable to the Jointure by the now-reciting Indenture provided for the said *Frances Viscountess Lorton*, and to the said Charge for younger Children, and to the Incumbrances and Charges set forth in the Second Schedule to the now-reciting Indenture annexed, amounting to the Sum of Forty-five thousand six hundred and eighty-seven Pounds One Shilling and Sixpence, but which were to be paid by Money to arise by the Sale of the said Estate in the *Queen's County*, as far as the same should extend, so that the said Estates in the Counties of *Roscommon* and *Sligo* should ultimately remain charged only with so much of the said Incumbrances as the Produce of the Sale of the *Queen's County* Estate should be insufficient to discharge,

and

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and reciting that the said *Robert Edward Viscount Lorton* had purchased the Fee and Inheritance of the Lands of *Farnaghallah, Little Dromins,* and the Island of the *Holy Trinity* in *Lough Key* in the County of *Roscommon*, and which he had agreed to settle along with the Lands and Premises devised to him by his Father, as therein recited and herèin-before mentioned, the said *Robert Edward Viscount Lorton* and *Robert* now *Viscount Lorton* did by the now-reciting Indenture covenant, grant, and agree to and with the said *Sir Robert Gore Booth* and *Anthony Lefroy*, their Heirs and Assigns, that Two good and sufficient Fines and Two Common Recoveries should be levied and suffered of the said Estates in the Counties of *Roscommon* and *Sligo*, devised by the said Will of the said *Robert Earl of Kingston*, and the Lands purchased as aforesaid by the said *Robert Edward Viscount Lorton*, in the now-reciting Indenture respectively particularly described; and it is by the now-reciting Indenture declared and agreed that the said Fines and Recoveries should enure to the Use of the said *Alexander Hamilton* and *Morgan Crofton*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years from the Date of the said Indenture, upon the Trusts therein-after declared, and subject to the said Term, and also subject to a certain Annuity therein provided for the said *Robert* now *Viscount Lorton*, during the joint Lives of himself and his Father, to the Use of the said *Robert Edward Viscount Lorton* for his Life, with Remainder to Trustees to preserve contingent Remainders, with Remainder (subject to the Jointure provided for the said *Frances Viscountess Lorton*, and to the Principal Sum of Eighteen thousand four hundred and sixty-one Pounds Ten Shillings and Ninepence present Currency (the Equivalent of the said Sum of Twenty thousand Pounds late *Irish* Currency) for the Portions of the younger Children of the said *Robert Edward Viscount Lorton*,) to the Use of the said *Robert* now *Viscount Lorton* for his Life, with Remainders over, as therein mentioned; and it was thereby declared that the said Term of Six hundred Years was limited upon trust to secure, as therein mentioned, the said Annuity to the said *Robert* now *Viscount Lorton* and the said Jointure to *Frances Viscountess Lorton*, and that the said Trustees should, by Mortgage, Sale, or other Disposition of the Hereditaments comprised in the said Term, raise and levy, as therein mentioned, such Sum as should be sufficient to pay and discharge the said Principal Sum provided for the younger Children of the said *Robert Edward Viscount Lorton*, and the Charges then affecting the said Estates devised by the said Will of the said *Robert Earl of Kingston*, and situate in the Counties of *Roscommon* and *Sligo*, and set forth in the said Second Schedule to the said Indenture, amounting to the Sum of Forty-five thousand six hundred and eighty-seven Pounds One Shilling and Sixpence, or so much thereof as should remain due after the Application of the Produce of the Sale of the said Lands in the *Queen's County* to the Payment thereof; and it was by the now-reciting Indenture declared, that it should be lawful for the said *Robert*

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now Viscount *Lorton* to charge the said Lands and Premises with a Jointure for a Wife and Portions for younger Children in manner therein expressed; and it was by the now-reciting Indenture further provided, that, without Prejudice to the said Jointure provided for the said *Frances Viscountess Lorton*, and the said Charge for Portions of the younger Children of the said *Robert Edward Viscount Lorton*; it should be lawful for the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton* during their joint Lives, by any Deed or Deeds, signed, sealed, and delivered as therein mentioned, to change, vary, revoke, and make void all and every or any of the Uses and Trusts in the said Indenture expressed, and to limit, declare, and appoint other Uses and Trusts in their Stead, without Prejudice, nevertheless, to any Disposition previously made of the said Hereditaments and Premises, pursuant to the Uses and Trusts therein-before contained: And whereas in *Hilary* Term in the Year One thousand eight hundred and twenty-seven Three Fines *sur conuzance de droit come ceo* were duly levied with Proclamations, and Three Common Recoveries were duly suffered of the Hereditaments whereof the Uses had been declared as aforesaid by the said Indenture of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven: And whereas by an Indenture bearing even Date with the lastly herein-before recited Indenture, and made between the said *Robert Edward Viscount Lorton* and *Frances Viscountess Lorton* of the First Part, the said *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said Sir *Robert Gore Booth* and *Anthony Lefroy* of the Third Part, *Michael Fox* of the Fourth Part, and *John Sullivan* of the Fifth Part, and by virtue of a Fine and Recovery duly levied and suffered for that Purpose, the said Lands and Hereditaments in the *Queen's County* were limited and assured to the Use of the said Sir *Robert Gore Booth* and *Anthony Lefroy*, their Heirs and Assigns, to the Intent that they should, with such Consent as therein mentioned, sell the same, and apply the Produce of such Sale in Payment of the Debts affecting the said Estates in the Counties of *Roscommon* and *Sligo* which are set forth in the Schedule to the now-reciting Indenture, being the same Debts as are set forth in the Second Schedule to the herein-before recited Indenture of even Date therewith, and until such Sale that the said Trustees and their Heirs should stand seised of the said Lands and Premises upon trust to pay the Rents and Profits thereof to the said *Robert Edward Viscount Lorton* for his Life, and after his Decease to pay the same to the said *Robert* now Viscount *Lorton* for his Life, with Remainders over, as therein mentioned; and in the said Indenture is contained the like Power of Revocation and Appointment of new Uses and Trusts as was given to the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton* by the herein-before recited Indenture of even Date therewith: And whereas by Deed Poll bearing Date the Thirtieth Day of *November* One thousand eight hundred and twenty-nine, and signed, sealed, and delivered

Deed Poll
dated 30th
Nov. 1829.

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delivered by the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) as required, by the Power vested in them as aforesaid by the said Indenture of Settlement of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton* revoked so much of the same Indenture of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven as enabled the said *Robert* now Viscount *Lorton* to charge a Jointure for his Wife and Portions for his younger Children, and in lieu thereof did by the now-reciting Indenture empower him, with the Consent of the said *Robert Edward* Viscount *Lorton*, if living, to charge the said Lands and Premises with an annual Sum of Money by way of Pin Money for any Wife whom he might marry, not exceeding Five hundred Pounds, to be payable during the joint Lives of the said *Robert* now Viscount *Lorton* and such Wife, and also to charge the said Lands and Premises, by limiting the same to the Use of Trustees for any Term not exceeding Nine hundred Years or in some other good and sufficient Way, with an Annuity for each and every Wife he should marry, not exceeding Three thousand Pounds for her Jointure, and to increase such Jointure to Five thousand Pounds from and after the Death of the said *Robert Edward* Viscount *Lorton*, in manner therein mentioned, and also to charge the said Lands and Premises with any Sum not exceeding Forty thousand Pounds as the Portion and Portions of the younger Child and Children of the said *Robert* now Viscount *Lorton* : And whereas by an Indenture bearing Date the First Day of *December* One thousand eight hundred and twenty-nine, and made between the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) of the First Part, *Anne Gore Booth* Spinster of the Second Part, and *Henry Gore Booth* and *Charles O'Hara* Esquires of the Third Part, being a Settlement made in consideration of the Marriage then intended and afterwards solemnized between the said *Robert* now Viscount *Lorton* and the said *Anne Gore Booth*, the said *Robert* now Viscount *Lorton*, with the Consent of the said *Robert Edward* Viscount *Lorton*, did appoint the said Lands and Premises in the Counties of *Roscommon* and *Sligo* comprised in the said Settlement of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, but subject to the Charges created by the said Indentures of the Seventh Day of *December* One thousand seven hundred and ninety-nine, the Second Day of *April* One thousand eight hundred and twelve, and the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, and to the Terms of Years thereby respectively created, and the Trusts thereof, to the Use of the said *Henry Gore Booth* and *Charles O'Hara*, their Executors, Administrators, and Assigns, for a Term of Eight hundred Years from the Date of the now-reciting Indenture, upon trust from and after the Solemnization of the said then intended Marriage to secure in manner therein

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therein mentioned to the said *Anne Gore Booth* as Pin Money the annual Sum of Five hundred Pounds during the joint Lives of herself and the said *Robert* now Viscount *Lorton*, and to secure to the said *Anne Gore Booth*, after the Death of the said *Robert* now Viscount *Lorton*, in case she survived him, a yearly Rentcharge of Two thousand five hundred Pounds during her Life for her Jointure, and also such further yearly Rentcharge from and after the Decease of the said *Robert Edward* Viscount *Lorton*, in the Nature of an Increase of Jointure, and in addition to the said Two thousand five hundred Pounds a Year, as the said *Robert* now Viscount *Lorton* should by Deed or Will, as therein mentioned, appoint, the entire annual Sum to be payable to the said *Anne Gore Booth* by way of Jointure not to exceed Five thousand Pounds a Year, and to raise, as therein mentioned, the Sum of Fifteen thousand Pounds in case there should be but One younger Child of the said then intended Marriage, the Sum of Twenty thousand Pounds in case there should be Two such younger Children, and the Sum of Thirty thousand Pounds in case there should be Three or more such Children, as and for the Portion or Portions of such Child or Children: And whereas the said *Robert King* now Viscount *Lorton* and *Anne Gore Booth* Viscountess *Lorton* are both still living, and there is Issue of said Marriage, of whom *Robert Edward King*, herein-after mentioned, is the first-born: And whereas by an Indenture bearing date the Tenth Day of *September* One thousand eight hundred and forty, and purporting to have been made between the said *Robert Edward* Viscount *Lorton* of the First Part, the said *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said Sir *Robert Gore Booth* and *Anthony Lefroy* of the Third Part, *Edward King Tenison* and *Guy Lloyd* Esquires of the Fourth Part, the said *Alexander Hamilton* and *Morgan Crofton* of the Fifth Part, the said *Henry Gore Booth* and *Charles O'Hara* of the Sixth Part, and the said *William Cleaver* and *James William King* of the Seventh Part, and executed by Lord *Lorton* and by the Honourable *Robert King* now Lord *Lorton*, after reciting that all the Charges set forth in the Second Schedule to the said Indenture of Settlement of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven still remained owing, except Three Sums in the now-reciting Indenture mentioned, which had been paid by the said *Robert Edward* Viscount *Lorton*, and reciting that, pursuant to the Power vested in them by the said Settlement, the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton* had charged the Estates comprised in such Settlement with several Sums mentioned in the now-reciting Indenture, certain Lands and Hereditaments in the Counties of *Roscommon* and *Sligo*, therein particularly described, were by the now-reciting Indenture granted and appointed, subject to a certain Jointure which has since determined, and to such yearly Rent as therein mentioned, to be reserved out of Part of the said Hereditaments, and to the Incumbrances mentioned in
the

Indenture
dated 10th
Sept. 1840.

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the Schedule to the now-reciting Indenture, to the Use of the said *Edward King Tenison* and *Guy Lloyd*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, computed from the Day next before the Date of the now-reciting Indenture, and subject thereto to the Use of the said *Alexander Hamilton* and *Morgan Crofton*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, computed as aforesaid, and subject thereto to the Use of the said *Henry Gore Booth* and *Charles O'Hara*, their Executors, Administrators, and Assigns, for the Term of Eight hundred Years, to be computed as aforesaid, and subject thereto, and to the Annuity therein mentioned payable to the said *Robert* now Viscount *Lorton* during the joint Lives of himself and his said Father, to the Use of the said *Robert Edward* Viscount *Lorton* for his Life, with Remainder to Trustees to preserve contingent Remainders, with Remainder to the Use of the said *Robert* now Viscount *Lorton* for his Life, with Remainders over; and it was by the now-reciting Indenture declared, that the said Term of Five hundred Years was so limited upon trust to indemnify the said *Robert Edward* Viscount *Lorton*, his Heirs, Executors, and Administrators, and his and their Real and Personal Estate, and all other the Hereditaments subject thereto, from the Payment of the several Sums of Money mentioned in the Schedule to the now-reciting Indenture, and all Interest thenceforth to accrue for the same, and for that Purpose, when thereunto requested by the said *Robert Edward* Viscount *Lorton*, his Heirs, Executors, or Administrators, or when and as the said several Sums, or any Part thereof, or any Interest in respect of the same, should be required to be paid, by Sale or Mortgage of the said Hereditaments, or otherwise as therein mentioned, to raise sufficient to pay such Sums and Interest; and the Trusts of the said Two Terms of Six hundred Years and Eight hundred Years were hereby declared to be the same respectively as by the said Indenture of Settlement of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven were declared of the Term of Six hundred Years thereby limited to the said *Alexander Hamilton* and *Morgan Crofton*, and by the said Indenture of the First Day of *December* One thousand eight hundred and twenty-nine were declared of the Term of Eight hundred Years thereby limited to the said *Henry Gore Booth* and *Charles O'Hara*, but not so as to double or increase Charges; and by the now-reciting Indenture certain Lands situate in the County of *Sligo*, therein particularly described, were assigned by the said *Robert Edward* Viscount *Lorton* unto the said Sir *Robert Gore Booth* and *Anthony Lefroy*, their Executors, Administrators, and Assigns, for the Residue of the Term of Nine hundred and ninety-nine Years created by a certain Indenture of Lease of the Fifteenth Day of *December* One thousand six hundred and eighty, in the now-reciting Indenture more particularly mentioned, subject to the Rent and Covenants in and by such Lease reserved and contained, upon such

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Trusts as would nearest correspond with the Uses and Trusts therein-before declared of the Freehold Hereditaments therein-before granted and appointed as herein-before recited, so that the same Leasehold Premises might, as far as the Rules of Law and Equity and the different Tenures of the same Premises would admit, be in trust for the Persons for the Time being entitled to the said Freehold Hereditaments: And whereas by the now-reciting Indenture it was provided, that it should be lawful for the said *Robert Edward Viscount Lorton* and *Robert* now *Viscount Lorton*, during their joint Lives, by any Deed or Deeds to be by them sealed and delivered as therein mentioned, to alter or revoke all or any of the Uses and Trusts by the now-reciting Indenture declared of the Lands or Hereditaments by the said Indenture granted, appointed, and assigned, or any Part thereof, and to limit other Uses or Trusts thereof: And whereas the said *Frances Viscountess Lorton* died in or about the Month of *October* One thousand eight hundred and forty-one: And whereas by a Deed Poll dated the Thirty-first Day of *May* One thousand eight hundred and forty-eight, signed, sealed, and delivered by the said *Robert Viscount Lorton*, then the Honourable *Robert King*, in the Presence of Two credible Witnesses, the said *Robert Viscount Lorton*, in pursuance of the Powers then vested in him for that Purpose, appointed to the said *Anne Gore King* now *Viscountess Lorton*, in case she should survive him, the said *Robert King* and the said *Robert Edward Viscount Lorton*, therein called *Robert Viscount Lorton*, the yearly Sum of Two thousand five hundred Pounds, to be issuing out of and charged upon all and every the Lordships, Manors, Castles, dissolved Abbeys, Monasteries, Advowsons, Tithes, Towns, Lands, Tenements, Hereditaments, and Premises comprised in the said Terms of Eight hundred Years and Eight hundred Years created by the said recited Indentures of the First Day of *December* One thousand eight hundred and twenty-nine and the Tenth Day of *September* One thousand eight hundred and forty respectively, situate in the Counties of *Roscommon* and *Sligo*, by way of an Increase of Jointure, and in addition to the Annuity of Two thousand five hundred Pounds provided for the said *Anne Gore King* by the said Indenture of the First Day of *December* One thousand eight hundred and twenty-nine: And whereas by Two Indentures bearing Date respectively the Nineteenth Day of *July* and the First Day of *August* One thousand eight hundred and forty-eight, and made respectively between the said *Robert Edward Viscount Lorton* of the First Part, the said *Robert* now *Viscount Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said *Anthony Lefroy* and *Charles Leslie* of the Third Part, and the Honourable and Reverend *Edwin Moore* and the said Sir *Robert Gore Booth* of the Fourth Part, the said *Robert Edward Viscount Lorton* and *Robert* now *Viscount Lorton* did, in pursuance of the Powers vested in them for that Purpose, as therein-before mentioned, revoke all former Uses and Trusts of the Lands and Hereditaments comprised in the said Indenture

Two Indentures dated 19th July and 1st August 1848.

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Indenture of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven and the said Indenture of the Tenth Day of *September* One thousand eight hundred and forty, herein-before mentioned, (save as therein excepted,) and did limit and appoint the said Lands and Hereditaments to certain new Uses and Trusts, subject to a joint Power of Revocation and new Appointment thereby reserved to the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, to be exercised by them in manner therein mentioned: And whereas by an Indenture bearing Date the Third Day of *January* One thousand eight hundred and fifty, and purporting to have been made between the said *Robert Edward* Viscount *Lorton* of the First Part, the said *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said *Anthony Lefroy* and *Charles Leslie* of the Third Part, the said *Alexander Hamilton* and *Morgan Crofton* of the Fourth Part, the said *Henry Gore Booth* and *Charles O'Hara* of the Fifth Part, the said *Edward King Tenison* and *Guy Lloyd* of the Sixth Part, and the said *Edwin Moore* and *Sir Robert Gore Booth* of the Seventh Part, and signed by Lord *Lorton* and *Robert King* now Lord *Lorton*, the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, in pursuance of the Powers to them for this Purpose given, did absolutely revoke the said Deeds of the Nineteenth Day of *July* and the First Day of *August* One thousand eight hundred and forty-eight, and the Uses and Trusts thereby declared, and all Uses and Trusts declared by any former or other Deeds executed by the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, save only the Trust Term of Six hundred Years limited by the said Settlement of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, the Term of Eight hundred Years limited by the said Settlement of the First Day of *December* One thousand eight hundred and twenty-nine, and the Terms of Five hundred Years, Six hundred Years, and Eight hundred Years limited by the said Settlement of the Tenth Day of *September* One thousand eight hundred and forty, and the Trusts thereof respectively; and the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, in further pursuance of the said Powers, did limit and appoint that, subject to the several Trust Terms aforesaid, so far as they respectively affected the several Lands and Hereditaments in the now-reciting Indenture described, and to the Annuities, Jointures, Charges, and Incumbrances by the said Terms secured, and to any Incumbrances which had been since charged on any of the said Lands and Hereditaments by virtue of the Powers for that Purpose vested in the said *Robert Edward* Viscount *Lorton*, and *Robert* now Viscount *Lorton*, the Lands and Hereditaments therein described, being the Lands and Hereditaments comprised in the said Indentures of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven and the said Indenture of the Tenth Day of *September*

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Indenture
dated 15th
July 1854.

September One thousand eight hundred and forty, should thenceforth stand limited to the Uses and upon the Trusts therein-after declared concerning the same ; and it was by the now-reciting Indenture provided, that it should be lawful for the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, during their joint Lives, by any Deed executed and attested as therein mentioned, jointly to alter or revoke all or any of the Uses and Trusts by the now-reciting Indenture declared concerning the said Lands and Hereditaments, and to limit, declare, and appoint other Uses and Trusts thereof : And whereas by an Indenture bearing Date the Fifteenth Day of *July* One thousand eight hundred and fifty-four, and purporting to have been made between the said *Robert Edward* Viscount *Lorton* of the First Part, the said *Robert* now Viscount *Lorton* (then and therein described as the Honourable *Robert King*) of the Second Part, the said *Robert Edward King* of the Third Part, the Honourable *Augusta Chichester* Spinster of the Fourth Part, the Right Honourable *Edward Lord Crofton* and the said *Anthony Lefroy* and *Charles Leslie* of the Fifth Part, *Lawrence Charles Lennox Peel* and *Saint George Francis Caulfield* Esquires of the Sixth Part, the Right Honourable *Henry Spencer Lord Templemore* and *George Lefroy* Esquire of the Seventh Part, and the Honourable *Frederick Arthur Henry Chichester* and *David Carrick Robert Carrick Buchanan* Esquire of the Eighth Part, and executed by all the said Parties except *Charles Leslie*, *George Lefroy*, and *David Carrick Robert Carrick Buchanan*, being the Settlement made in consideration of the Marriage then intended and shortly after solemnized between the said *Robert Edward King* and the said *Augusta Chichester*, after reciting that an Account of the Incumbrances to which the Lands and Hereditaments intended to be thereby settled or any Part thereof were then subject was contained in the Schedule thereto, and reciting that by Indenture bearing even Date with the now-reciting Indenture the said *Augusta Chichester* had assigned the Sum of Five thousand Pounds, or the several Sums constituting the same to which she was entitled, as therein mentioned, unto the said *Frederick Arthur Henry Chichester* and *Lawrence Charles Lennox Peel*, upon such Trusts from and after the Solemnization of the said then intended Marriage as should be declared concerning the same by the now-reciting Indenture, the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, in pursuance of the Powers vested in them, did revoke all the Uses and Trusts declared by the said Deed of the Third Day of *January* One thousand eight hundred and fifty concerning the Lands and Premises therein-after described, and all Uses and Trusts declared by any former Deeds executed by the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, saving the several Trust Terms created by the Settlements of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, the First Day of *December* One thousand eight hundred and twenty-nine, and the Tenth Day of *September* One thousand eight hundred

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hundred and forty, herein-before recited, and the several Mortgages and Incumbrances affecting the said Lands and Premises which had been created or charged thereon by the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton*, in pursuance of the Powers vested in them by the said Settlements, and the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton*, in pursuance of the Powers in them vested, did thereby limit and appoint that, subject to the several Trust Terms aforesaid, so far as they affected the respective Lands and Premises therein-after described under the Provisions of the said Settlements of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, the First Day of *December* One thousand eight hundred and twenty-nine, and the Tenth Day of *September* One thousand eight hundred and forty, and subject to the said Annuities, Jointures, Charges, and Incumbrances by the said Terms secured, or such of them as were still subsisting, and also subject to any Incumbrances which had been since charged on any of the said Lands and Premises by virtue of the Powers for that Purpose vested in the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton* the said Lands and Premises should stand limited to the Uses and upon the Trusts therein-after declared concerning the same; and by the now-reciting Indenture the said Lands and Hereditaments therein particularly described, being the Lands and Hereditaments comprised in the said Indentures of the Seventeenth Day of *January* One thousand eight hundred and twenty-seven, and the said Indenture of the Tenth Day of *September* One thousand eight hundred and forty, were also granted, released, and conveyed (subject nevertheless as aforesaid) unto and to the Use of the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, their Heirs and Assigns, upon the Trusts therein-after declared, concerning the same; and it was by the now-reciting Indenture declared that the Appointment and Conveyance thereby made should enure to the Uses therein-after declared, and that the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, and their Heirs, should stand seised of the several Lands and Premises therein-before described (subject nevertheless, as aforesaid) upon trust, whenever the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, or any Trustees to be thereafter appointed in their Stead, should in their Discretion think it advantageous for the Interest of those entitled to the beneficial Interest in the Inheritance of the Lands and Premises therein-before described, then and in such Case to sell and dispose of all or any Portion of the said Lands and Premises, except the Mansion House and Offices, Parks, Gardens, Pleasure Grounds, and Demesne Lands of *Rockingham*, with the Woods and Plantations belonging to the said Demesne, and to apply the Monies arising from such Sale first in discharge of the Costs and Expenses incurred in execution of their Trust, and next in or towards Satisfaction and Discharge of the Debts and Incumbrances set forth in the Schedule to the said Indenture

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annexed, and it was thereby agreed that until such Sale should be deemed advantageous as aforesaid the said Trustees should stand seised of the said Lands and Premises (subject nevertheless to the several Trust Terms, Charges, and Incumbrances therein-before mentioned) upon the Trusts following, (that is to say,) to the Use of the said *Lawrence Charles Lennox Peel* and *Saint George Francis Robert Caulfield*, their Executors, Administrators, and Assigns, for the Term of Ninety Years, to be computed from the Day of the Solemnization of the said then intended Marriage, and subject thereto, and to such Annuity as was thereby provided for the said *Robert Edward King* during the joint Lives of himself and the said *Robert* now Viscount *Lorton* and *Robert Edward* Viscount *Lorton*, and to an Annuity of Two thousand two hundred and fifty Pounds thereby provided for the said *Robert Edward King*, after the Decease of either of them the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, and during the joint Lives of the said *Robert Edward King* and the Survivor of them the said *Robert Edward* Viscount *Lorton* and *Robert* now Viscount *Lorton*, to the Use of the said Lord *Templemore* and *George Lefroy*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed as aforesaid, and subject thereto to the Use of the said *Robert Edward* Viscount *Lorton* for his Life, with Remainder to the Use of the said *Robert* now Viscount *Lorton* for his Life, with Remainder to the Use of the said *Robert Edward King* for his Life, with Remainder, subject to a Jointure thereby provided for the said *Augusta Chichester* of the yearly Sum of One thousand Pounds, One thousand five hundred Pounds, or Two thousand five hundred Pounds, according to the Events therein-after mentioned, to the Use of the said *Frederick Arthur Henry Chichester* and *David Carrick Robert Carrick Buchanan*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Death of the said *Robert Edward King*, and subject thereto to the Use of the First and every other Son of the said *Robert Edward King* by the said *Augusta Chichester* successively according to Priority of Birth in Tail Male, with Remainder to the Use of the First and every other Son of the said *Robert Edward King* by any Wife with whom he might intermarry after the Death of the said *Augusta Chichester*, successively according to Priority of Birth in Tail Male, with Remainder to the Use of the said *Laurence Harman King Harman* for his Life, with Remainder to the Use of *Edward Robert King Harman* (the eldest Son of the said *Laurence Harman King Harman*) for his Life, with Remainder to the Use of the First and every other Son of the said *Edward Robert King Harman* successively according to Priority of Birth in Tail Male, with Remainder to the Use of *Wentworth Henry King Harman* (the Second Son of the said *Laurence Harman King Harman*) for his Life, with Remainder to the Use of the First and every other Son of the said *Wentworth Henry King Harman* successively according to Priority of Birth in Tail Male, with Remainder

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to the Use of *Montague Jocelyn King Harman* (the Third Son of the said *Laurence Harman King Harman*) for his Life, with Remainder to the Use of the First and every other Son of the said *Montague Jocelyn King Harman* successively according to Priority of Birth in Tail Male, with Remainder to the Use of *George Douglas King Harman* (the Fourth Son of the said *Laurence Harman King Harman*) for his Life, with Remainder to the Use of the First and every other Son of the said *George Douglas King Harman* successively according to Priority of Birth in Tail Male, with Remainder to the Use of the First and every other Son thereafter to be born of the said *Laurence Harman King Harman* successively according to Priority of Birth in Tail Male, with Remainder to the Use of the said *Robert Edward Viscount Lorton*, his Heirs and Assigns for ever; and by the now-reciting Indenture it was agreed, that the said Term of Ninety Years was limited upon trust and for raising for the separate Use of the said *Augusta Chichester*, as Pin Money, the annual Sum of One hundred and fifty Pounds during the joint Lives of the said *Robert Edward King, Augusta Chichester, Robert* now Viscount *Lorton*, and *Robert Edward Viscount Lorton*, and if the said *Robert Edward Viscount Lorton* should die during the joint Lives of the said *Robert Edward King, Augusta Chichester*, and *Robert* now Viscount *Lorton*, then during the joint Lives of the said *Robert Edward King, Augusta Chichester*, and *Robert* now Viscount *Lorton* the annual Sum of Two hundred and fifty Pounds, and if both of them the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton* should die during the joint Lives of the said *Robert Edward King* and *Augusta Chichester*, then during the joint Lives of the said *Robert Edward King* and *Augusta Chichester* the annual Sum of Four hundred Pounds, and it was thereby agreed that the said Term of One hundred Years was limited upon trust for raising in the Cases therein mentioned the said respective Annuities provided for the said *Robert Edward King* and provided for the Jointure of the said *Augusta Chichester*, and it was thereby agreed that the said Term of Five hundred Years was limited upon trust in case there should be Issue of the said then intended Marriage an eldest or only Son, and One or more other Child or Children, for raising such Sum or Sums of Money as therein mentioned for the Portion or Portions of such younger Child or Children; and in the said Indenture are contained Powers for the said *Robert* now Viscount *Lorton* and *Robert Edward King* respectively to appoint Jointures to their future Wives, and to charge Portions for their younger Children by such future Wives, and also Powers for the said *Laurence Harman King Harman, Edward Robert King Harman, Wentworth Henry King Harman, Montague Jocelyn King Harman*, and *George Douglas King Harman* respectively as they should under the Limitations thereinbefore contained become entitled to an Estate for Life in Possession to charge the said Hereditaments and Premises with Jointures for their respective Wives and with Portions for their younger Children; and by

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by the same Indenture the Leasehold Lands and Hereditaments comprised in the said Indenture of the Tenth Day of *September* One thousand eight hundred and forty were assigned by the said *Robert Edward Viscount Lorton* and *Robert* now Viscount *Lorton* unto the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, their Executors, Administrators, and Assigns, or expressed so to be, for the Residue of the said Term of Nine hundred and ninety-nine Years for which same were held by Lease (subject to the Rent and Covenants in the said Lease contained), upon the same Trusts and subject to the same Powers and Agreements as were therein-before declared concerning the said Freehold Lands and Hereditaments therein-before described, or as near thereto as the Rules of Law and Equity would permit, yet so as not to vest absolutely for the Purpose of Transmission in any Person thereby made Tenant in Tail by Purchase unless such Person should attain Twenty-one Years of Age, or die under that Age leaving Issue Male living at his Decease; and by the now-reciting Indenture the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, or other the Trustees for the Time being of the said Indenture in their Stead, were empowered, after the Decease of the said *Robert Edward Viscount Lorton*, if they should deem it necessary or expedient so to do, to enter into the Receipt and Management of the Rents and Profits of the said Lands and Premises, except the Mansion House, Offices, Parks, Gardens, Pleasure Grounds, and Demesne Lands of *Rockingham*, with the Woods and Plantations belonging to the said Demesne Lands, and by and out of the Rents and Profits to pay and keep down the Interest on the several Debts and Incumbrances specified in the Schedule thereto annexed, and the Annuities, Jointures, and Interest in all Charges for the Time being payable under the Limitations therein contained; and it was by the now-reciting Indenture agreed, that the said *Frederick Arthur Henry Chichester* and *Lawrence Charles Lennox Peel*, their Executors, Administrators, and Assigns, should stand possessed of the said Sum of Five thousand Pounds assigned to them by the said Indenture of even Date with the now-reciting Indenture upon trust to permit the same to remain in its then present State of Investment, or, with such Consent or at such Discretion as therein mentioned, to call in or invest the same in or upon such Stocks, Funds, or Securities as therein mentioned, and upon further trust that they the said last-mentioned Trustees or the Survivor of them, his Executors, Administrators, or Assigns, should, at such Time as he or they should deem expedient, call in the said Stocks, Funds, or Securities, and out of the Monies arising therefrom apply the clear Monies arising as aforesaid towards Payment of any of the Charges and Incumbrances mentioned in the Schedule to the now-reciting Indenture, or towards Payment of the Portions therein-before provided for the younger Children of the said then intended Marriage, and should, until the said Principal Sum and the Investments thereof should be disposed of as aforesaid,

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aforesaid, apply the Dividends or Interest thereof in or towards Payment of the annual Monies therein-before provided as Pin Money for the said *Augusta Chichester*, and pay over the Residue, if any, of such Dividends or Interest, to the said *Robert Edward King* for his Life, and after his Death then the whole of the said Dividends or Interest should be applied in or towards Payment of the Interest on the Charges and Incumbrances in the Schedule to the now-reciting Indenture, or such of them as the said Trustees, or the Survivor of them; his Executors, Administrators, or Assigns, should think proper: And whereas the said *Robert Edward Viscount Lorton* died on the Nineteenth Day of *November* One thousand eight hundred and fifty-four, and the said *Robert Viscount Lorton* is his Heir-at-Law: And whereas in the Month of *April* One thousand eight hundred and fifty-six a Petition was presented to the Lord High Chancellor of *Ireland*, under "The Court of Chancery (*Ireland*) Regulation Act, 1850," wherein the said *Laurence Harman King Harman*, as Administrator with the Will annexed of the said *Robert Edward Viscount Lorton*, was Petitioner, and the said *Robert* now Viscount *Lorton*, *Robert Edward King*, *Edward Robert King Harman*, *Wentworth Henry King Harman*, *Montague Jocelyn King Harman*, and *George Douglas King Harman*, and *Charles Anthony King Harman*, and *Gerald Lycidas King Harman*, and the said *Edward Lord Crofton*, *Anthony Lefroy*, and *Charles Leslie*, and *Catherine Wright*, and Reverend *Joseph Wright*, *Edward King Tenison*, and *Guy Lloyd*, were Respondents, stating, among other things, the said Wills of the said *Robert Earl of Kingston* and of the said *Robert Cutts Harman*, and the said several Indentures herein-before mentioned, and praying, among other things, that the Matter of the said Petition might be referred to the Master in Ordinary of the said Court, to proceed thereon according to the Statute, and that certain Sums of Money therein and in the First Part of the Schedule annexed to the said Indenture of the Fifteenth Day of *July* One thousand eight hundred and fifty-four mentioned, amounting in the aggregate to Thirty-one thousand two hundred and forty-eight Pounds Twelve Shillings and Fourpence, might be declared well charged upon the Hereditaments and Premises comprised in the said Indenture, and secured by the Terms of Six hundred Years and Five hundred Years; mentioned in the said Indentures of Seventeenth Day of *January* One thousand eight hundred and twenty-seven, Tenth Day of *September* One thousand eight hundred and forty, and Third Day of *January* One thousand eight hundred and fifty, and that the Petitioner, as such Administrator, might be declared entitled to the said Sums, and that the same might, if necessary, be raised by Sale or Mortgage of the said Lands or a competent Part thereof, and that an Account might be taken of the Sum due to the said Petitioner on Foot thereof, and also an Account of all Charges and Incumbrances affecting the said Lands and Premises, or any of them, or any Part thereof, and of the Sums due on Foot thereof, and of their respective Priorities:

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And

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And whereas the Matter of the said Petition was, by an Order of the Lord High Chancellor of *Ireland* bearing Date on or about the Twenty-sixth Day of *April* One thousand eight hundred and fifty-six, referred to *Edward Litton* Esquire, One of the Masters of the said Court, to proceed thereon according to the Statute: And whereas divers Proceedings were had in the Matter of the said Petition, and an Account was taken by the said Master, in the Presence of all necessary and proper Parties, of the Charges and Incumbrances affecting the said Hereditaments and Premises: And whereas a Decretal Order was made by the said Master in the Matter of the said Petition, bearing Date the Fourth Day of *June* One thousand eight hundred and fifty-nine, whereby it was, among other things, declared that the Principal Sum of Thirty-one thousand two hundred and forty-eight Pounds Twelve Shillings and Fourpence, the Particulars whereof are set forth in the First Schedule to the said Order, was well charged on the Lands in the Petition and the said Order mentioned, and which are the Lands comprised in the said Settlements of Fifteenth Day of *July* One thousand eight hundred and fifty-four, with Interest thereon from the Nineteenth Day of *November* One thousand eight hundred and fifty-four to the Tenth Day of *June* One thousand eight hundred and fifty-nine, and after the Rate therein mentioned, amounting, after certain Credits, to the Sum of Four thousand one hundred and twenty-four Pounds Fourteen Shillings and Twopence Halfpenny, the said Sums making together the Sum of Thirty-five thousand three hundred and seventy-three Pounds Sixteen Shillings, and that the Petitioner in said Matter, as Administrator of the said *Robert Edward Viscount Lorton* deceased, was entitled to have the said Sum, together with further Interest on the said Principal Sum of Thirty-one thousand two hundred and forty-eight Pounds Twelve Shillings and Fourpence Halfpenny until paid, raised by Sale of the said Lands; and it was further declared that the said Lands were subject to the several Charges and Incumbrances set forth in the Second Schedule to the said Order, the said Schedule showing the several Persons in whom the said Charges were respectively vested, the Nature of the said Charges, the Lands charged therewith, the Priorities of the said Charges, and the Sum due on account thereof for Principal, Interest, and Costs; and it was further declared that the Assets of the said *Robert Edward Viscount Lorton* deceased were liable for Nine hundred and twenty-three Pounds One Shilling and Sixpence, the Amount of the Judgment of *Michaelmas* Term One thousand eight hundred and twenty, Number Fifteen in the Schedule thereto, and that the said Sum, and any Interest due or to accrue due thereon, ought to be paid out of the said Assets, in exoneration of the Lands thereby ordered to be sold; and it was ordered that such Sum, and the Interest as aforesaid, should be set off and deducted from the Sums due to the Petitioner in the said Matter as the Administrator of the said *Robert Edward Viscount Lorton*, and mentioned in the Schedule to the said Order; and it was further ordered that the Petitioner and
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the several Respondents were entitled to be paid their Costs in the Matter of the said Petition, with their respective Demands, and that the several Lands in the said Order mentioned, being the Lands comprised in the said Settlement of the Fifteenth Day of *July* One thousand eight hundred and fifty-four, should be set up to be sold according to the Course of the Court, and that the said Lands should be set up in the first instance subject to the Rentcharges in the Second Schedule to the said Order mentioned (which are the said Annuities payable to the said *Anne* now Viscountess *Lorton* and *Augusta*, the Wife of the said *Robert Edward King*, by way of Pin Money, and the Jointure of Two thousand five hundred Pounds payable to the said *Anne* Viscountess *Lorton* on her surviving the said *Robert* now Viscount *Lorton*), but in case the Lands so set up should not produce sufficient for Payment of the Incumbrances prior to the said Rentcharges, then that the said Lands should be set up discharged thereof; and it was further ordered that out of the Proceeds of such Sale the Petitioner and the other Incumbrancers on the said Lands should be paid their respective Demands, according to their several Priorities: And whereas an Appeal was taken against the said Order on behalf of the said *Robert* now Viscount *Lorton* and *Robert Edward King*, and the said *Edward* Lord *Crofton*, *Anthony Lefroy*, and *Charles Leslie*, and the same coming on to be heard before his Honour the Master of the Rolls of *Ireland*; his Honour, by an Order on Consent, made in the said Cause Petition Matter, bearing Date the Ninth Day of *December* One thousand eight hundred and fifty-nine, ordered that the said Decretal Order of the Fourth Day of *June* One thousand eight hundred and fifty-nine should be varied by declaring that the Assets of *Robert Edward* Viscount *Lorton* deceased were primarily liable to pay, and that the Petitioner in the said Matter should pay thereout, the several Judgment Debts set forth in the Schedule thereto annexed, and which are the Judgment Debts numbered respectively in the Schedule to the said Decretal Order Seven, Sixteen, Seventeen, Twenty, Twenty-six, Twenty-eight, Thirty-five, Forty, together with all Interest which had accrued due thereon from the Nineteenth Day of *November* One thousand eight hundred and fifty-four, and which might accrue due thereon up to the Date of the Payment of the Principal Money secured by said Judgments, and also by declaring that the said Assets were liable to pay the Interest which accrued due since said Nineteenth Day of *November* One thousand eight hundred and fifty-four on the Judgment for Nine hundred and twenty-three Pounds One Shilling and Sixpence, *Michaelmas* Term One thousand eight hundred and twenty, Number Fifteen in the Schedule to the said Decretal Order, and by further declaring that the Petitioner in the said Matter should pay or give Credit in Account to the said *Robert* now Viscount *Lorton* for all Interest paid by him as Tenant for Life since the Nineteenth Day of *November* One thousand eight hundred and fifty-four on Foot of the said several Judgments in the Schedule to the now-reciting Order, and on said Judgment of *Michaelmas* Term One thousand eight hundred and

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and twenty, Number Fifteen in the Schedule to said Decretal Order, or which he might thereafter pay in respect thereof: And whereas there is no Issue of the said *Robert Edward King* and *Augusta* his Wife: And whereas the said *Edward Robert King Harman* attained the Age of Twenty-one Years in the Month of *April* One thousand eight hundred and fifty-nine: And whereas the said *Wentworth Henry King Harman*, *Montague Jocelyn King Harman*, and *George Douglas King Harman* are all Infants: And whereas the said *Laurence Harman King Harman* has also Issue Two Sons, namely, *Charles Anthony King Harman* and *Gerald Lycidas King Harman*, who are also Infants: And whereas the Principal Sum due on Foot of the several Judgments in the Schedule to the said Order of the Ninth Day of *December* One thousand eight hundred and fifty-nine, and thereby declared to be payable out of the Assets of the said *Robert Edward Viscount Lorton*, amount in the aggregate to the Sum of Five thousand eight hundred and ninety-two Pounds Six Shillings, which Sum, and the Principal Sum of Nine hundred and twenty-three Pounds One Shilling and Sixpence, by the said Decretal Order of the Fourth Day of *June* One thousand eight hundred and fifty-nine declared to be payable out of the said Assets, amount together to the Principal Sum of Six thousand eight hundred and fifteen Pounds Seven Shillings and Sixpence: And whereas the total Amount of Principal Monies due in respect of the Incumbrances affecting the said Lands, exclusive of the Sum of Fifteen thousand Pounds by the Second Schedule to said Decretal Order declared to be the Twenty-seventh Charge on the *Boyle* and *Rockingham* Estates, and of any or every other Sum or Sums provided for and which may become payable as a Portion or Portions for a younger Child or younger Children, under the Provisions of the said recited Indentures of First Day of *December* One thousand eight hundred and twenty-nine and Fifteenth Day of *July* One thousand eight hundred and fifty-four respectively, after deducting the Amount by the said Decretal Order and Order of the Master of the Rolls declared to be payable out of the Assets of the said *Robert Edward Viscount Lorton*, amount to the Sum of One hundred and seventy-five thousand Pounds, or thereabouts, on all of which Interest at the Rate of Five Pounds *per Centum per Annum* is now paid: And whereas the annual Rental and Value of the said Lands exceeds the Sum of Twenty-two thousand Pounds, and the estimated Value of the said Lands exceeds the Sum of Six hundred thousand Pounds: And whereas the greater Part of the said Lands are ancient Family Estates, and it would be beneficial to the Persons interested in the said Lands that no Portion thereof should be sold for the Payment of Incumbrances, but that the Amount required for paying the Principal, Interest, and Costs on account of Incumbrances affecting the said Lands, and for Payment whereof the said Lands were directed to be sold as aforesaid, should be raised by Mortgage thereof or of a sufficient Part thereof, in lieu of being raised by Sale as aforesaid, and that

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that the said Incumbrances should be discharged out of the Monies to be so raised by Mortgage: And whereas by an Order of *Edward Litton* Esquire, the Master to whom the said Cause Petition Matter stood referred, dated the Eighth Day of *May* One thousand eight hundred and sixty, made on the further Consideration of the said Petition Matter then pending in the High Court of Chancery in *Ireland* as aforesaid, it was ordered that the Respondents *Robert Viscount Lorton* and *Robert Edward King* be at liberty to apply to Parliament during the present Session for Leave to bring in a Bill to authorize the raising by Mortgage of the Estates so decreed to be sold, instead of Sale, of Money for Payment of the said several Debts, Charges, and Incumbrances for which said Estates were decreed to be sold, and of which said *Robert Viscount Lorton* is Tenant for Life in Possession: And whereas the said *Edward Litton* Esquire has perused and considered the Draft of the Bill for effecting the Purposes aforesaid, and has approved of the Provisions therein contained: And whereas on the Eleventh Day of *May* One thousand eight hundred and sixty the said *Edward Litton* Esquire signed the printed Copy of a Bill for this Act, which was deposited in the Office of the Clerk of the Parliaments: And whereas the beneficial Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most loyal and dutiful Subjects, the said *Robert Viscount Lorton* and *Robert Edward King*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. It shall be lawful for the High Court of Chancery in *Ireland*, or for the Master of the said Court to whom the Matter of the said Petition now stands or hereafter may be referred, to order in the Matter of the said Petition that the Execution of the before-mentioned Decretal Order, so far as the same directs that the Lands and Hereditaments therein mentioned or any Part thereof, shall be sold for Payment of Incumbrances, shall be suspended, in whole or in part, for such Time as the Court or Master shall direct, and in lieu thereof to order that a Sum or Sums of Money, sufficient for the Payment of the Principal, Interest, and Costs which under the said Decretal Order, as varied by the said Order of the Master of the Rolls of the Ninth Day of *December* One thousand eight hundred and fifty-nine, are directed to be paid out of the Proceeds of the Sale of the said Lands and Hereditaments, and of the necessary Charges of obtaining this Act, and of the Proceedings, Matters, and Things to be had and done in the Execution thereof, shall, within a Time to be limited for that Purpose by the said Court or Master, be raised by Mortgage of the said Lands and Hereditaments or of a sufficient Part thereof.

Court of Chancery may order Money to be raised by Mortgage instead of Sale, for Payment of Incumbrances.

[*Private.*]

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II. Upon

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After making
of Order by
the Court or
Master,
Trustees
empowered
to raise
Money by
Mortgage.

II. Upon and after the making of such Order by the said Court or Master, it shall be lawful for the said *Edward Baron Crofton, Anthony Lefroy, and Charles Leslie*, or the Survivors or Survivor of them, or for other the Trustees or Trustee for the Time being of the said Indenture of the Fifteenth Day of *July* One thousand eight hundred and fifty-four, with the Approbation of the said Court or Master, from Time to Time to borrow and take up at Interest on the Security of the said Lands and Hereditaments or a competent Part thereof such Sum or Sums of Money as the said Court or Master may authorize or direct, for all or any of the Purposes aforesaid, and at such Rate of Interest, not exceeding Five Pounds *per Centum per Annum*, and upon such Terms as the said Court or Master may approve, and to enter into any Contract or Contracts for this Purpose, and by any Deed or Deeds, to be approved by the said Court or Master, to grant the said Lands and Hereditaments, (except such Parts thereof as are comprised in the said Indenture of Lease of the Fifteenth Day of *December* One thousand six hundred and eighty) or any Part thereof for any Term or Terms of Years, with or without Impeachment of Waste, or for an Estate of Inheritance in Fee Simple, and to assign the said Lands and Hereditaments comprised in the said Indenture of Lease of the Fifteenth Day of *July* One thousand six hundred and eighty, or any Part thereof, for the Residue of the said Term of Nine hundred and ninety-nine Years, or to underlease the same, to the Person or Persons, Body or Bodies Corporate or Politic, advancing such Money, or as he, she, or they shall direct, for securing the Repayment of the same, with Interest, upon the Terms agreed on, and with such Power of Sale and other Powers (if any) and generally in such Manner as to the said Court or Master may seem proper.

Monies
raised to be
paid into the
Bank of
Ireland to
the Credit of
the Matter of
the Petition.

III. All Monies to be raised by Mortgage in manner aforesaid shall be paid by the Person or Persons, Body or Bodies Corporate or Politic, advancing the same, into the Bank of *Ireland* in the Name and with the Privity of the Accountant General of the Court of Chancery, to the Credit of the Matter of the said Petition, and the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *Ireland*, to be thereto annexed, of the Payment into the Bank of *Ireland* by such Person or Persons, Body or Bodies Corporate or Politic, of such Monies, shall be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Person or Persons, Body or Bodies Corporate or Politic, as aforesaid, his, her, or their Executors, Administrators, and Assigns, for the same, and such Person or Persons, Body or Bodies Corporate or Politic, shall not afterwards be liable to see to the Application thereof: Provided always, that the Court or Master may sanction a Transfer of Three *per Cent.* Consolidated or Reduced Annuities in lieu of an equivalent Sum of Money to the Credit of the Matter of the said Petition, with the like Privity as aforesaid.

IV. Every

Viscount Lorton's Estate Act, 1860.

IV. Every Assurance by way of Mortgage of the said Lands and Hereditaments or of any Part thereof by the said *Edward Baron Crofton, Anthony Lefroy, and Charles Leslie*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Indenture of the Fifteenth Day of *July* One thousand eight hundred and fifty-four, with the Approbation of the said Court or Master, shall immediately on the Payment into the Bank of *Ireland* in the Name and with the Privity of the said Accountant General to the Credit of the said Matter of the Monies thereupon advanced, or on a Transfer of Three *per Cent.* Consolidated or Reduced Annuities, as herein-before mentioned, operate to vest the Lands and Premises thereby expressed to be assured in the Person or Persons to whom such Assurance is made, for the Estate or Estates thereby expressed to be assured, freed and discharged of and from all and every of the Charges and Incumbrances mentioned or comprised in the Schedules to the said Decretal Order, except as herein-after excepted, and from the Interest thereon respectively due or to accrue due, and all Estates, Rights, Titles, and Interests, in respect of such Charges and Incumbrances, and from all Estates, Rights, Titles, Charges, Interests, and Powers which may have arisen or may arise under the Wills, Indentures, and Deeds Poll herein-before recited, or any of them, other than and except the several Sum and Sums of Money which the said *Anne Viscountess Lorton* now is or shall or may become entitled to for Pin Money, Jointure, Rent-charges, or otherwise, under or by virtue of the Provisions of the said recited Indentures of Settlement, or any other Indentures, or by any other Right or Title whatsoever, and the Term or Terms of Years, Estates, and Interests for securing the same respectively, and other than and except such other Estates, Rights, and Interests as are herein-after saved from the Operation of this Act.

Effect of Mortgage.

V. Nothing herein contained shall alter or annul all or any of the Limitations, Uses, Trusts, or Purposes to which the said Estates at the Time of the passing this Act are limited or subjected, save so far as may be necessary to give effect to any and every Mortgage to be made under the Provisions of this Act, and nothing herein contained shall prejudice the Rights of any Mortgagee, Creditor, or Incumbrancer, having any Charge or Incumbrance affecting the said Estates, as against any Portion or Portions of the said Lands which shall not be comprised in any Mortgage or Mortgages to be made under the Provisions of this Act, or as against the Equity of Redemption in any Portion or Portions of the said Lands to be comprised in any such Mortgage or Mortgages, or as against the Monies to be raised by any Mortgage or Mortgages to be made under this Act, but the said Lands and Premises shall, subject and without Prejudice to any Mortgage or Mortgages to be made under this Act, stand limited to such Uses, upon such Trusts, and subject to such Powers and Provisoes created by or under the said recited Indenture

Protection of Creditors.

of

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of Fifteenth Day of *July* One thousand eight hundred and fifty-four, concerning the said Lands, as would then affect the same if this Act had not passed.

Application
of Monies
raised.

VI. The Monies which shall be raised by Mortgage as aforesaid shall be applied, under the Direction of the said Court, in the first place in the Payment of the Charges and Expenses incident to obtaining this Act, and of the Proceedings, Matters, and Things to be had and done in the Execution thereof, and in the next place in Payment and Discharge of the Principal, Interest, and Costs which under the said Decretal Order as varied as aforesaid are directed to be paid out of the Proceeds of the Sale thereby ordered, according to the several and respective Priorities in which the same are payable; and in case any Surplus shall remain of the Monies so to be raised, the same shall be applied, under the Direction of the said Court, in reduction of the Sum so raised or in the Purchase of Hereditaments convenient to be held with the aforesaid Hereditaments, to be conveyed and settled to the Uses and upon the Trusts to which the same for the Time being may be subject.

Power to
transfer
Mortgages
and re-
borrow.

VII. The said Trustees or other the Trustee or Trustees for the Time being of said Indenture of Fifteenth Day of *July* One thousand eight hundred and fifty-four may, with the Approbation of said Court or Master, after having made any Mortgage or Mortgages under this Act, make and concur in all such Transfers or other Dispositions of said Mortgage or Mortgages as from Time to Time may be expedient, and also may from Time to Time by any further Mortgage or Mortgages raise and take up on the Security of said Lands or a competent Part thereof, as in the Case of an original borrowing under this Act, such Sum or Sums of Money as the said Court or Master may authorize or direct, for the Purpose of paying off or discharging any Mortgage or Mortgages to be made under this Act which it shall be expedient to pay off and discharge, or of which Payment shall or may be required.

Tenants for
Life, &c., to
pay Interest.

VIII. The Interest payable upon any Incumbrances now affecting the said Estates, and for Payment whereof the said Lands are by the said Decretal Order directed to be sold, and also the Interest to be payable by virtue of any Mortgage under this Act, shall be paid by the Person or Persons for the Time being respectively entitled to the Possession or Receipt of the Rents of the said Estates as Tenant for Life or as Tenants in Tail, during their respective Estates and Interests; and if any Interest which ought to be paid by any such Tenant for Life or Tenant in Tail on any Mortgage to be made under the Provisions of this Act shall be recovered against any Remainderman or his Representatives, he or they may recover the Amount thereof, with Costs, in any Court of competent Jurisdiction, against the Real or Personal Representatives of such Tenant for Life or in Tail; and in case any
Portion

Viscount Lorton's Estate Act, 1860.

Portion of the Monies to be raised by Mortgage under this Act shall be applied in Payment of any Interest in respect of Incumbrances now affecting the said Estates, then and in every such Case it shall be lawful for the said Court or Master, on the Application of any Party interested in the said Estates in Remainder, to order the Person or Persons for the Time being liable to the Payment of such Interest, his Executors or Administrators, to pay into the Bank of *Ireland*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to the Credit of the Matter of the said Petition, any Sum or Sums of Money equal to the Amount which shall be so paid for Interest on any such Incumbrance out of the Monies to be raised by Mortgage under this Act, and every such Order shall have the Effect of and be enforced as a Decree of the said Court for Payment of Money.

IX. The said Court or Master may from Time to Time, on the Application of any Person interested under this Act, make such Order or Orders for the more effectually carrying the Provisions of this Act into effect, and with respect to the allowing, taxing, settling, and paying all or any of the Costs, Charges, and Expenses which shall have been incurred preparatory to and in applying for and obtaining the passing of this Act, and in carrying the same into effect and complete Execution, or otherwise in relation thereto, and also with respect to the Payment, Application, and Investment of all or any of the Monies to be from Time to Time raised under this Act, as the said Court or Master shall think fit; and every Order made under the Provisions of this Act may from Time to Time be varied or altered; and every Order to be made under the Provisions of this Act shall be subject to Appeal according to the usual Practice of the Court, in such and the same Manner as if the same had been made in the said Cause Petition Matter under the Provisions of "The Court of Chancery (*Ireland*) Regulation Act, 1850."

Order of Court or Master as to Costs, and to carry Act into execution.

X. No Mortgagee or Incumbrancer shall be obliged to accept Payment of his Debt without receiving Three Months previous Notice in Writing of the Intention to pay the same, and the said Master or Court shall have Power to direct the Service upon any Mortgagee or Creditor of any and every such Notice, and to substitute Service of such Notice, and to direct that Notice to be served pursuant to any Order of the Court or Master shall be deemed good Service.

Notice to Creditors of Intention to pay.

XI. Nothing herein contained shall be deemed or taken to render any of the Trustees of the said Deed of the Fifteenth *July* One thousand eight hundred and fifty-four, or of any of the Deeds herein-before recited, or any Trustee for the Time being of the said Deeds or any of them, liable for any Loss or Injury which may arise in relation to the said Trust Estates, or the Rents or Profits thereof, in carrying this Act into

Indemnification of Trustees.

[*Private.*]

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execution,

Viscount Lorton's Estate Act, 1860.

execution, or in any of the Proceedings to be taken under the Powers herein contained, but from and after the passing of this Act the said Trustees and such other Person as shall hereafter be the Trustees of any of the said Deeds for the Time being, shall be fully indemnified and saved harmless from all Losses, Costs, and Liability, and all Charges for or by reason of any Act which they or any of them may be required or called on to do for the Purposes of this Act, or in the Course of any of the Proceedings thereunder, or for or by reason of any Act done or omitted by any other Person or Persons in carrying this Act into execution.

General
Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, to the said *Anne Viscountess Lorton*, her Representatives and Assigns, to the said *Henry Gore Booth* and *Charles O'Hara*, as such Trustees as aforesaid, their Representatives and Assigns, but only as respects the securing of the Pin Money and Jointure or Jointures of the said *Anne Viscountess Lorton* to the said *Lawrence Charles Lennox Peel* and *Saint George Francis Robert Caulfield*, as such Trustees as aforesaid, to *Henry Spencer Lord Templemore* and the said *George Lefroy*, as such Trustees as aforesaid, but as regards such last-mentioned Trustees with respect only to the Jointure of the said *Augusta* now the Wife of the said *Robert Edward King*, to the said *Frederick Arthur Henry Chichester* and *David Carrick Robert Carrick Buchanan*, as such Trustees as aforesaid, and to the Persons, other than the said *Robert Edward King*, for whom the said *Lawrence Charles Lennox Peel*, *Saint George Francis Robert Caulfield*, *Henry Spencer Lord Templemore*, *George Lefroy*, *Frederick Arthur Henry Chichester*, and *David Carrick Robert Carrick Buchanan* are Trustees as aforesaid, and to all Persons claiming under existing Leases in respect of such Leases, and all other Persons, Bodies Politic and Corporate, their Heirs, Successors, Executors, and Administrators, (other than and except the said *Edward Baron Crofton*, *Anthony Lefroy*, and *Charles Leslie*, as such Trustees as herein-before mentioned, the said *Robert Viscount Lorton* and the said *Robert Edward King*, *Lawrence Harman King Harman*, *Edward Robert King Harman*, *Wentworth Henry King Harman*, *Montague Jocelyn King Harman*, and *George Douglas King Harman*, and their several and respective First and other Sons, and the Heirs Male of the respective Bodies of all such Sons, and the said *Charles Anthony King Harman* and *Gerald Lycidas King Harman*, and the Heirs Male of their respective Bodies, and the Sons hereafter to be born of the said *Lawrence Harman King Harman*, and the Heirs Male of their respective Bodies, the Heirs of the said *Robert Edward Viscount Lorton* deceased, and all other Persons, except such Persons whose Rights and Interests are herein-before wholly or partially saved, in or on whom any Estate, Right Title, or Interest has been limited or devised, or has descended or devolved, or shall hereafter

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hereafter descend or devolve, under the Will, Indentures, and Deeds Poll herein-before recited, or any of them, and the Persons respectively entitled to or interested in the several Charges and Incumbrances mentioned or comprised in the Schedules to the said Decretal Order, or any Estates, Rights, Titles, and Interests in respect thereof,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Lands and Hereditaments, as they or any of them would or might have had if this Act had not been passed.

XIII. Nothing in this Act shall have the Effect of giving to the said Deed Poll of the Thirty-first Day of *May* One thousand eight hundred and forty-eight, or to the Jointure thereby created, any Validity which they would not have had if this Act had not been passed, and nothing in this Act contained shall be deemed or construed to render invalid such Deed Poll or Jointure.

Deed of 31st
May 1848
not to be
validated or
invalidated
by this Act.

XIV. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Viscount Lorton's Estate Act, 1860.*"

Short Title.

XV. 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.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.

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