



ANNO VICESIMO TERTIO & VICESIMO QUARTO
VICTORIÆ REGINÆ.

Cav. 8.

An Act for amending the Powers of leasing contained in the Will of the Right Honourable *Edward Michael* late Earl of *Longford* and Baron *Silchester* deceased, and for other Purposes.

[20th *August* 1860.]

WHEREAS the Right Honourable *Edward Michael* late Earl of *Longford* in the Peerage of *Ireland* and Baron *Silchester* in the Peerage of the United Kingdom, claiming to be entitled in Fee Simple to the Lands specified in the First Schedule to this Act annexed, and to One equal undivided Moiety of the Lands specified in the Second Schedule to this Act annexed, by his last Will and Testament in Writing, dated the Eighth Day of *February* One thousand eight hundred and forty-five, charged all his Estates and Hereditaments with the Payment of Legacies given thereby or by any Codicil thereto, and also with the Payment of all Mortgage or Judgment Debts owing by him at the Time of his Decease, and so charged gave and devised all and every his Manors or Lordships or reputed Manors or Lordships, Castles, Towns, Messuages, Lands, Tenements, and Hereditaments, in the Counties of *Longford*, *Westmeath*, and *Limerick*, and in the County and City of *Dublin*, and elsewhere in *Ireland*, or in any other Part of the United Kingdom, of or to which he was then or at the Time of his

[*Private.*] 3 m Decease

Will of the late Earl of Longford, dated 8th Feb. 1845.

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Decease should be, or of or to which any Person or Persons in trust for him was or were then, or at the Time of his Decease should be, seised or entitled for any Estate of Freehold and Inheritance, either in Possession, Reversion, Remainder, or Expectancy, or which he then had or at the Time of his Decease should have Power to dispose of or appoint by that his Will, to the Use of *Edward William Pakenham* and *Henry Sandford Pakenham Mahon*, then *Henry Sandford Pakenham*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, without Impeachment of Waste, upon the Trusts therein-after expressed thereof, and subject thereto and to the Trusts thereof to the Use of his Brother the Right Honourable *William Lygon* now Earl of *Longford* in the Peerage of *Ireland* and Baron *Silchester* in the Peerage of the United Kingdom, then the Honourable *William Lygon Pakenham*, and his Assigns during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs, during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Brother the Honourable *Thomas Alexander Pakenham*, and his Assigns during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Brother the Honourable *Charles Reginald Pakenham* (since deceased), and his Assigns during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Brother the Honourable *Henry Robert Pakenham* (since deceased), and his Assigns during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Brother the Honourable *Frederick Beauchamp Pakenham* and his Assigns, during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder to the Use of the Testator's Brother the Honourable *Francis John Pakenham*, and his Assigns during his Life, with Remainder to the Use of *James Robert Stewart* and *Thomas Walford*, and their Heirs during his Life, upon the usual Trust to preserve
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contingent Remainders, with Remainder to the Use of his First and every other Son severally and successively according to Seniority in Tail Male, with Remainder, to the Use of the Testator's right Heirs for ever: Provided always, and the Testator thereby declared his Will and Mind to be, that if any Person or Persons whom he had thereby made Tenants in Tail Male of the Estates and Hereditaments therein-before by him devised should be born in his Lifetime, or be *en ventre sa mère* at the Time of his Decease, then and in every or any such Case the Estate in Tail Male therein-before devised to every such Person should absolutely cease and determine, and in lieu and place thereof the Testator devised the Estates and Hereditaments, with their Rights, Members, and Appurtenances, to the Person respectively whose Estate should so determine, and to his Assigns during his natural Life only, with Remainder to *James Robert Stewart* and *Thomas Walford*, and their Heirs during the natural Life of such Persons respectively, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of such Person respectively, severally and successively according to Seniority in Tail Male; and the Testator thereby declared the Trusts of the Term of One thousand Years therein-before limited to *Edward William Pakenham* and *Henry Sandford Pakenham* to be for raising by Mortgage, Sale, or other Disposition of the Hereditaments comprised therein, or out of the Rents, Issues, and Profits thereof, or otherwise, Monies for the Payment of the Testator's Debts and Legacies; and in the now-reciting Will is contained a Power for leasing all or any Parts of the Estates and Hereditaments thereby devised for One, Two, or Three Lives, and for any Number of Years not exceeding Thirty-one Years, to be concurrent with such Life or Lives, in immediate Possession, and not in Reversion or by way of future Interest, at the best or most improved yearly Rent or Rents to be reasonably had, without Fine, Premium, or Foregift, or anything in the Nature thereof; and the Testator thereby declared that it should be lawful for any Person thereby made Tenant for Life or Tenant in Tail Male of the Testator's Estates and Hereditaments, as and when they respectively should for the Time being be entitled to the actual Possession or to the Receipt of the Rents and Profits thereof by virtue of the Limitations therein-before contained, if he should have attained his Age of Twenty-one Years, and also for *James Robert Stewart* and *Thomas Walford*, and the Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, during the Minority of any such Person, by any Deed or Deeds, Instrument or Instruments in Writing, to be duly sealed and delivered, and either referring or not referring to the now-reciting Power, from Time to Time to demise or lease, or limit or appoint by way of Demise or Lease, all or any Part or Parts of any Lands subject to the Uses therein-before declared, and which might be situated in any Town or Towns, with the Appurtenances, to or to the Use of any Person or Persons who should be willing to improve the same by erecting or building thereon

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any new House or Houses, Erections, or Buildings, or to repair or rebuild any of the Messuages, Houses, Erections, or Buildings whatsoever which should then be standing or being on the same Lands or Hereditaments, or any Part thereof, with Liberty to take or pull down any Messuages, Houses, Erections, or Buildings then standing or being on the Land so to be demised or leased, for the Purpose of rebuilding or new building the same, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in immediate Possession, and not in Reversion or by way of future Lease; so that in every such Demise or Lease there were reserved the best and most improved yearly Rent or Rents (the Nature and Circumstances of the Case being considered) that could be reasonably obtained for the same, to be incident to the immediate Reversion of the Hereditaments to be thereby demised or leased, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift; and so as the Lessee or Lessees therein named did thereby covenant for the due Payment of the Rent or Rents to be thereby reserved, and for the repairing and rebuilding and keeping in repair of the Messuages, Houses, Erections, and Buildings, on or to be erected or standing on the Land and other Hereditaments thereby demised or leased; and so as there were reserved in every such Demise or Lease, a Condition of Re-entry or Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents thereby reserved for the Space of Twenty-one Days next after the same should respectively become due; and so as the Lessee or Lessees therein executed a Counterpart of every such Lease and the reciting Will contained a Power for granting Mining Leases for not exceeding Ninety-nine Years; and the Testator further declared, that it should be lawful for *James Robert Stewart* and *Thomas Walford*, and the Survivor of them, and the Executors or Administrators of such Survivor, their or his Assigns, at the Request in Writing of any Person who should be Tenant for Life or in Tail Male in Possession under the now-reciting Will, if such Person should be of the Age of Twenty-one Years, but during the Minority of any such Person at the Discretion and of the proper Authority of such Trustees or Trustee, to join or concur with any Person or Persons entitled to any undivided Part or Share of and in any Hereditaments any other undivided Part or Share of which might be subject to the Uses and Trusts of the now-reciting Will in making a Partition of the same Hereditaments or any Part thereof: And whereas the Testator by a Codicil to his recited Will gave Annuities and Legacies to be raised under the Trusts of the Term of One thousand Years limited by his recited Will: And whereas *Edward William Pakenham* died in the Month of *November* One thousand eight hundred and fifty-four: And whereas the Honourable *Henry Robert Pakenham* died a Bachelor in *April* One thousand eight hundred and fifty-six, in the Testator's Lifetime: And whereas the Honourable *Charles Reginald Pakenham* died a Bachelor

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Bachelor in *March* One thousand eight hundred and fifty-seven, in the Testator's Lifetime: And whereas the Testator died on the Twenty-seventh Day of *March* One thousand eight hundred and sixty, without having revoked or altered his recited Will, which on the Twelfth Day of *May* One thousand eight hundred and sixty was, with the recited Codicil thereto, proved by the Right Honourable *William Lygon* Earl of *Longford* and Baron *Silchester*, One of the Executors thereof, in the Probate Court of *Ireland*: And whereas the Testator left the now Earl, his eldest Brother and Heir-at-Law, and his Brothers the Honourable *Thomas Alexander Pakenham*, the Honourable *Frederick Beauchamp Pakenham*, and the Honourable *Francis John Pakenham*, respectively him surviving: And whereas the now Earl is a Bachelor of full Age: And whereas the Honourable *Thomas Alexander Pakenham*, who is of full Age, intermarried on the Twenty-first Day of *September* One thousand eight hundred and fifty-three with *Sophia Frances Sykes*, and has Issue Two Children only, to wit, One Son, *Edward Tatton Pakenham*, who was born on the Twelfth Day of *September* One thousand eight hundred and fifty-nine, in the Testator's Lifetime, and is now an Infant, and One Daughter, and has not had any other Child, except One Son, who died an Infant of tender Years: And whereas the Honourable *Frederick Beauchamp Pakenham* is a Bachelor of full Age: And whereas the Honourable *Francis John Pakenham* is a Bachelor of full Age: And whereas divers Legacies, Annuities, and Mortgage and Judgment Debts are still secured on the devised Estates and Hereditaments by the Term of One thousand Years: And whereas the Testator's devised Estates and Hereditaments comprise the Lands in and near to the Town of *Longford* which are specified in the First Schedule to this Act annexed: And whereas the Testator's devised Estates and Hereditaments comprise One equal undivided Moiety (in this Act called the *Longford* Moiety) of the Lands in and near to the Town of *Kingstown* which are specified in the Second Schedule to this Act annexed, to which undivided Moiety the Testator claimed to be entitled in Fee Simple, and the Right Honourable *John* late Viscount *De Vesci* in the Peerage of *Ireland*, and after his Decease the Right Honourable *Thomas* now Viscount *De Vesci* in the Peerage of *Ireland*, claimed to be entitled in Fee Simple to the other undivided Moiety (in this Act called the *De Vesci* Moiety) of those Lands: And whereas the Testator's Will does not contain any Power of leasing, other than the several Powers of leasing contained therein as herein-before recited: And whereas Lands adjoining to and in the Neighbourhood of the Towns of *Longford* and *Kingstown* respectively, which are specified in the First and Second Schedules, might be advantageously leased for Building Purposes, but by reason of Doubts as to what are the Limits of those Towns respectively a Question has been raised whether they are within the recited Power for granting Building and Repairing Leases contained in the recited Will, and it is expedient that the Question be set at rest: And whereas it would be to the Benefit of the now Earl and the several other Persons now and to be hereafter interested in the

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Estates and Hereditaments devised by the recited Will that the Power for granting Building and Repairing Leases contained in the recited Will should comprise the several Lands at *Longford* and *Kingstown* respectively which are specified in the First and Second Schedules: And whereas during the Testator's Lifetime, and after as well as before the Time of the Date and Execution of his recited Will, the Testator and the Owner from Time to Time of the *De Vesci* Moiety of the *Kingstown* Estate concurred in granting Building Leases of Lands specified in the Second Schedule for Terms of Ninety-nine Years, and in some Cases in which Parts of the Lands specified in that Schedule were held under Leases which had theretofore been granted for long Terms of Years they concurred in granting reversionary and other Leases thereof for Building and Repairing Purposes, and where the Leases so granted were reversionary, so as to confer on the original Lessees or on Sub-Lessees thereof, or on their respective Assignees, Terms or Interests therein equivalent (as nearly as could be) in point of Duration to Terms for Ninety-nine Years in possession, and they also concurred in making other Arrangements with original Lessees or Sub-Lessees or Assignees for the Purpose of facilitating building on Parts of the Lands specified in that Schedule: And whereas in some of those Cases Surrenders of the Leases so theretogrant could be obtained, and in such a Case a Surrender was accordingly taken, and the Building Lease was granted for a Term of Ninety-nine Years in possession: And whereas in some of those Cases where Surrenders of the original Leases could not be obtained the Building Lease was granted to the Sub-Lessee or Assignee for a Term to commence at the Expiration of the then existing Term granted to the original Lessee, and to expire at the Expiration of Ninety-nine Years from the Time of the granting of the reversionary building Lease, and a yearly Sum by way of Rent or Annuity was reserved or made payable during the Term of the original Lease: And whereas by reason of an Understanding between the late Earl and the late and present Viscounts *De Vesci*, as to the Manner in which Lands specified in the Second Schedule should be leased or otherwise disposed of or dealt with for Building and Repairing Purposes, the *De Vesci* Moiety of the *Kingstown* Estate was not settled, and there are Grounds for believing that it was by an Oversight on the Part of the late Earl that due Provision was not made by his recited Will for authorizing Persons interested thereunder to concur with the Owner from Time to Time of the *De Vesci* Moiety of the *Kingstown* Estate in making such Leases and other Dispositions of Parts of the *Kingstown* Estate as during the Lifetime of the late Earl were made, as herein before recited: And whereas some of the Leases which have been granted as herein-before recited of Lands on the *Kingstown* Estate were not Building Leases containing usual and proper Provisions, and a large Number of Cabins or Huts and Houses of small Value have been erected on some of the Lands demised by those Leases, and it would be greatly to the Advantage of the *Kingstown* Estate that those Buildings should be removed, and Dwelling Houses and Buildings of greater Value should

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should be erected on those Lands, and Persons are willing to erect such Dwelling Houses and Buildings thereon on having Leases thereof for Terms of such Duration as might afford them a reasonable Prospect of their being remunerated for their Outlay: And whereas in most Cases the long Terms of Years now subsisting under Leases so granted will expire in or between the Years One thousand nine hundred and three and One thousand nine hundred and eight, and the now unexpired Residue of those Terms is insufficient to afford such a Prospect of Remuneration: And whereas there are Grounds for apprehending that unless Leases of Lands on the *Kingstown* Estate for Terms sufficient to afford such a Prospect of Remuneration be granted more Cabins or Huts and Houses of small Value will be built on the *Kingstown* Estate, to the great Detriment of the eventual Value of that Estate: And whereas it would be to the Benefit of the now Earl and the several other Persons now and to be hereafter interested in the Estates and Hereditaments devised by the recited Will, and it would be just to the Owners from Time to Time of the *De Vesci* Moiety of the *Kingstown* Estate, that the Power of granting Building and Repairing Leases contained in the recited Will should be amended so as to enable the Persons from Time to Time authorized to exercise that Power to concur with those Owners in leasing and disposing of and dealing with the same as for Building and Repairing Purposes, in like Manner as during the Lifetime of the late Earl: And whereas during the Life of the late Earl Agreements were entered into by or on behalf of the late Earl and *Thomas Viscount De Vesci* with *James Carson* and *John J Crosthwaite* respectively for the granting to them respectively of Building Leases for Ninety-nine Years of Parts of the Lands specified in the Second Schedule, and on the Faith of their having Leases granted to them accordingly they have laid out considerable Sums of Money in building thereon, and it is just and expedient that Building Leases should be granted to them accordingly: And whereas Leases of Parts of the Estates and Hereditaments devised by the recited Will, some being Leases originally made for long Terms of Years, and others being Leases for Lives with Covenants for Renewals thereof on Terms which may prove to be disadvantageous to the now Earl or to Persons to be hereafter interested in the devised Estates and Hereditaments, are now subsisting, and it is expedient that Provision be made for the Acceptance of Surrenders of the same, and for the granting of reversionary or other Leases instead of the same: And whereas it is expedient that the Powers of granting Building and Repairing Leases contained in the recited Will be amended as is by this Act provided: And whereas in the Year One thousand eight hundred and fifty-nine, during the Lifetime of the late Earl, the Commissioners of *Kingstown* Harbour proposed to the late Earl and *Thomas Viscount De Vesci* to purchase from them the Reversion in Fee of such Parts of the Lands specified in the Second Schedule as are also specified in the Third Schedule to this Act annexed, and an Offer on their Part to sell the same to the Commissioners was made to them by *Samuel* and *Edward Reeves*,

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Reeves, the Solicitors of their Lordships in that Behalf, to *Alexander Stewart*, the Solicitor of the Commissioners, by the Letter of the Twenty-third Day of *April* One thousand eight hundred and fifty-nine, the Substance of which is given in the Third Schedule, and that Offer was accepted by the Commissioners, by *Alexander Stewart*, their Solicitor in that Behalf, as appears by the Letter of the Eleventh Day of *May* One thousand eight hundred and fifty-nine, the Substance of which is given in that Schedule: And whereas the recited Will does not contain any Power of Sale under which that Agreement for Sale and Purchase could be carried into effect, and it is expedient that Provision for that Purpose be made: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject *William Lygon* Earl of *Longford* and Baron *Silchester* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

Short Title. I. This Act may for all Purposes be cited as "Earl of *Longford's* Estate Act, 1860."

Lands in
1st and 2d
Schedules
may be
leased for
Building
Purposes.

II. The several Lands specified in the First and Second Schedules, or any of them, or any Part thereof, may from Time to Time be leased for Building or Repairing Purposes, as being Lands which are within the recited Power of granting Building and Repairing Leases contained in the recited Will.

Reversion-
ary or con-
current
Leases may
be granted
of Lands
in the 2d
Schedule.

III. In exercise of the recited Power for granting Building and Repairing Leases contained in the recited Will, so far as that Power comprises the *Longford* Moiety of the Lands specified in the Second Schedule, or any Part thereof, the Person or Persons from Time to Time authorized to exercise that Power with respect to that Moiety may concur with *Thomas Viscount De Vesci*, or other the Person or Persons from Time to Time entitled to or having Power to lease or dispose of the *De Vesci* Moiety of those Lands, in leasing or disposing of or dealing with the same Lands or any Part thereof for Building or Repairing Purposes, as follows; that is to say,

First, the Leases to be so made may take effect in reversion as well as in possession:

Secondly, where the Land to be so leased is then held under any Lease theretofore granted thereof, and then subsisting, the Term to be granted by the Lease thereof to be so made may to the Extent of the unexpired Residue of the Term granted by the then subsisting prior Lease be a concurrent Term:

Thirdly, where the Land to be so leased is then held under any Lease theretofore granted thereof, and then subsisting, and a reversionary or

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or concurrent Term is so granted, any immediate yearly Rent or other yearly Payment in addition to the yearly Rent reserved by the then subsisting prior Lease may be reserved or made payable during the then unexpired Residue of the Term granted by the then subsisting prior Lease :

Fourthly, in order to the making of any Lease, whether in possession or reversion, a Surrender of any then subsisting Term, Sub-Term, or other Interest in the Land to be so leased may be accepted, or any reasonable Arrangement with respect to any such Term, Sub-Term, or Interest may be made.

IV. The Person or Persons who from Time to Time is or are authorized to exercise any of the recited Powers of leasing contained in the recited Will may from Time to Time accept or concur in accepting a Surrender of any now existing Lease of any Part of the Estates and Hereditaments comprised in those Powers respectively, and in exercise of those Powers respectively may grant or concur in granting any new Lease of the Lands and Hereditaments comprised in the surrendered Lease, but not at a yearly Rent less, or less in Acreage Proportion, than the yearly Rent or Rents reserved by the surrendered Lease.

Power to accept Surrenders and grant new Leases.

V. In every Lease to be made in accordance with this Act there shall be reserved the best and most improved yearly Rent or Rents (the Nature and Circumstances of the Case being considered) that can be reasonably obtained for the same, and to be incident to the immediate Reversion of the Lands thereby leased.

The best Rent to be reserved.

VI. Provided nevertheless, That where a Lease of any Lands specified in the Second Schedule is made as a Lease in possession in consideration in part of the Surrender of any then subsisting Term, Sub-Term, or Interest in the Land thereby leased, and the yearly Rent or Rents reserved by the Lease so made is or are the best and most improved yearly Rent or Rents (the Nature and Circumstances of the Case and the Provisions of this Act being considered) that can be reasonably obtained for the same, then the Surrender of the Term or Sub-Term or Interest shall not be deemed to be in the Nature of a Fine, Premium, or Foregift.

Surrender, &c. not to be deemed Foregift where best Rent reserved.

VII. Where any Lease of any Lands specified in the Second Schedule is made in accordance with this Act, on the Surrender of a prior Lease, the Amount of the yearly Rent to be payable to the Tenant for Life for his own Use out of the Rent payable under the new Lease during what, if the Surrender were not made, would be the Continuance of the Term granted by the prior Lease, shall not exceed the Amount of the yearly Rent reserved by the prior Lease, and in addition thereto One Tenth of the said Amount out of the yearly Rent reserved by the new Lease in excess of the yearly Rent reserved by the prior Lease: Provided that

Proportion of Rent payable to Tenant for Life where Leases made on Surrenders.

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where the new Lease does not comprise exactly the same Lands as the prior Lease, then the Amount of the yearly Rent to be so payable shall be estimated as nearly as can be with reference to the Acreage Proportion of the yearly Rent reserved by the prior Lease.

Proportion of immediate Rent or Payment payable to Tenant for Life where Leases reversionary or concurrent.

VIII. Where any Lease of any Lands specified in the Second Schedule is made in accordance with this Act as a Lease in reversion or a concurrent Lease, in consideration in part of any immediate yearly Rent or other immediate yearly Payment, the Amount thereof to be payable to the Tenant for Life for his own Use during the Continuance of the Term granted by the prior Lease shall not exceed One Tenth of the Amount of the yearly Rent reserved in the existing Lease.

Application of Rents, &c. not payable to Tenant for Life for his own Use.

IX. So much of the respective yearly Rent or immediate yearly Payment as is not so payable to the Tenant for Life for his own Use shall be paid over by him to the Trustees by whom the Power of Partition created by the recited Will is from Time to Time exerciseable, and the same, and the Income arising from the same, and the Accumulations thereof, shall be invested by those Trustees in Government or Parliamentary Stocks or Funds, or at Interest on Real Securities, until the same can be applied for some or One of the following Purposes, and from Time to Time, when the Amount so invested is sufficient, the same, or an adequate Part thereof, shall, at the Request of the Tenant for Life or other the Person entitled in possession, under the Limitations of the recited Will, be sold or otherwise converted into Money by those Trustees, and be applied by them—

First, in or towards Payment of One Half of the Expenditure of and incident to the procuring of Surrenders of Leases of Lands specified in the Second Schedule, or the laying out of any of those Lands for Building Purposes, or the making of Roads, Sewers, Drains, and other Works and Conveniences for the Improvement or the better letting of those Lands; and,

Secondly, in or towards the Discharge of any Incumbrances on or affecting the Estates devised by the recited Will; and,

Thirdly, the Surplus, if any, shall be invested in the Purchase of Lands to be settled, subject to like Limitations, Powers, and Provisions, as the Estates devised by the recited Will.

Leases to Mr. Carson and Mr. Crosthwaite.

X. The Person or Persons who from Time to Time is or are under this Act authorized to concur in granting Leases of the Lands specified in the Second Schedule may concur in carrying into effect the Agreements with respect to Building Leases which have been entered into with *James Carson* and *John J Crosthwaite* respectively, and the Leases so granted shall have the like Effect and the Rents thereunder shall be enjoyed as if they had been granted during the Lifetime of the late Earl.

XI. The

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XI. The now Earl, or, him failing, the Person or Persons who is or are from Time to Time authorized to exercise the recited Power of Partition contained in the recited Will, may, with respect to the *Longford* Moiety of the Lands specified in the Third Schedule, concur with *Thomas Viscount De Vesci* or other the Person or Persons from Time to Time entitled to or having Power to dispose of the *De Vesci* Moiety thereof, in carrying into effect the Agreement with the Commissioners of *Kings-town* Harbour which appears by the Letters of which the Substance is given in that Schedule, and in order thereto may make, execute, do, and concur in all such Acts, Deeds, and Things as are proper and sufficient in that Behalf, and the net Purchase Money paid by the Commissioners in respect of the *Longford* Moiety of those Lands shall be paid to the Executors of the late Earl as Part of his Personal Estate.

Power to carry into effect Agreement with Commissioners of Kings-town Harbour.

XII. The Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing of this Act may be raised, under the Trusts of the Term of One thousand Years created by the recited Will, on such Terms as that the Amount so raised and the Interest thereon shall be paid off within Twenty Years next after the Time of the raising of the same, and in order thereto may under the Trusts of that Term be secured by way of Annuity for a Period not exceeding Twenty Years.

Expenses of Act.

XIII. 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 several 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 several Estates specified in the First and Second Schedules, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

General Saving.

XIV. 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,

Persons bound by Act.

First, *Henry Sandford Pakenham Mahon*, as Trustee of the Term of One thousand Years limited by the recited Will, his Executors, Administrators, and Assigns, in respect of that Term and the Trusts thereof, and the several Persons beneficially interested under the Trusts of that Term:

Secondly, the now Earl, his Heirs and Assigns, and his First and other Sons, and the Heirs Male of their respective Bodies, and their respective Assigns:

Thirdly, the Honourable *Thomas Alexander Pakenham* and his Assigns:

Fourthly,

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Fourthly, *Edward Tatton Pakenham*, and his First and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns :

Fifthly, the Second and other younger Sons of the Honourable *Thomas Alexander Pakenham*, and the Heirs Male of their respective Bodies, and their respective Assigns :

Sixthly, the Honourable *Frederick Beauchamp Pakenham*, and his First and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns :

Seventhly, the Honourable *Francis John Pakenham*, and his First and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns :

Eighthly, all and every other Person and Persons entitled or to become entitled under the Limitations of the recited Will.

Consent of
the Hon. T.
A. Paken-
ham and
his Sons to
be given
before they
are bound.

XV. Whereas the Honourable *Thomas Alexander Pakenham* is abroad, and his Consent to this Act has not been proved : Therefore this Act shall not be of any Effect as against him or his Second and other younger Sons, or the Heirs Male of their respective Bodies, or his or their respective Assigns, or any of them, or as against *Edward Tatton Pakenham*, or his First or other Sons, or the Heirs Male of their respective Bodies, or his or their respective Assigns, or any of them, unless or until *Thomas Alexander Pakenham*, on his own Behalf, and on behalf of *Edward Tatton Pakenham* and all (if any) other the infant Sons of *Thomas Alexander Pakenham* then in being, or in case of the Death of *Thomas Alexander Pakenham* within Three Years after the passing of this Act, then the Guardian of *Edward Tatton Pakenham* and other such infant Sons (if any), signifies his Consent to this Act by Writing under his Hand, attested by at least One Witness, and the Writing be enrolled in the High Court of Chancery within Three Years after the passing of this Act, and the Consent, when enrolled, shall be deemed Part of this Act, and shall be as binding and conclusive upon the Person or Persons by whom and on whose Behalf the same is given, and all Persons claiming or to claim by, from, through, or under him or them respectively, as if his or their Consent had been obtained and proved before the passing of this Act ; and the Consent may be given in the Form or to the Effect following ; (to wit,)

‘ I [here insert the Names of the consenting Party], on behalf of [here state whether the consenting Party consents only on behalf of himself or on behalf of himself and also on behalf of any and what others, or only on behalf of any and what others], hereby consent to the “Earl of Longford’s Estate Act, 1860.” ’

Consent of
the Hon.
F. J. Paken-
ham to be

XVI. Whereas the Honourable *Francis John Pakenham* is abroad, and his Consent to this Act has not been proved : Therefore this Act shall not be of any Effect as against him, or his First and other Sons, or the

The Earl of Longford's Estate Act, 1860.

the Heirs Male of their respective Bodies, or his or their respective Assigns, or any of them, unless or until he signifies his Consent to this Act by Writing under his Hand, attested by at least One Witness, and the Writing be enrolled in the High Court of Chancery within Three Years after the passing of this Act; and after the Enrolment of the Consent it shall be deemed Part of this Act, and be as binding and conclusive upon him and his First and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns, as if the Consent had been obtained and proved before the passing of this Act; and the Consent may be given in the Form or to the Effect following; (to wit,) given before
he is bound.

‘ I, the Honourable Francis John Pakenham, do hereby consent to the
‘ “ Earl of Longford's Estate Act, 1860.” ’

XVII. 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.

SCHEDULES referred to in the foregoing Act.

The FIRST SCHEDULE.

Lands in and near to the Town of Longford.

Divers Lands in and near the Town of Longford in the Parish of Templemichael, in the Baronies of Longford and Ardagh and County of Longford, consisting of the following Townlands, viz.; Abbeycartron, Aghadignan, Lisbrack Demesne, Townparks, Glack and Deans Curragh, containing in the whole, with the Town of Longford, One thousand one hundred and seventy Statute Acres, or thereabouts.

*Jas. R. Stewart.**J. Kincaid.*

The SECOND SCHEDULE.

Lands in and near to the Town of Kingstown.

The Kingstown Estate, whereof one equal undivided Moiety belonged to the late Earl of Longford, and the other equal undivided Moiety belongs to the Right Honourable Thomas Viscount De Vesci, situate in the Parish of Monkstown, Barony of Rathdown, and County of Dublin, and Part thereof within the Municipal Boundaries of the Town of Kingstown, containing in the whole One thousand two hundred and twenty-four Statute Acres or thereabouts.

*Jas. R. Stewart.**J. Kincaid.*

The THIRD SCHEDULE.

(Substance of a Letter from Messrs. S. and E. Reeves to Mr. A. Stewart, dated 23d April 1859.)

Earl of Longford and Viscount De Vesci to the Commissioners of Kingstown Harbour.

We have consulted Lord De Vesci and Messrs. Stewart and Kincaid, on the Subject of the intended Sale to the Commissioners of Kingstown Harbour, and we are directed to say that Lords Longford and De Vesci will sell to the Commissioners (if it can be done with Safety to their Lordships)

The Earl of Longford's Estate Act, 1860.

Lordships) the Reversion in Fee in part of George Hanlon's Holding in Dunleary, the Lease of which will expire the First May One thousand nine hundred and three, being the Store Yard belonging to the Commissioners in Kingstown near the Terminus of the Railway there. The Plot contains Five hundred and fifty Feet in front to the public Road running parallel to the Railway, and Feet in front to Sussex Place, at the Price or Sum of Six hundred and sixty Pounds, being the Sum already agreed on.

Their Lordships will also convey to the Commissioners, if they can do so with Safety, the Reversion in Fee of all the Lands between the Road and the Sea in front of the Commissioners Yard on which the Station of the Railway Company and the Royal Irish Yacht Club stand, as also some Ground West of same between the Road and the Sea, Part of the Holding in Lease to Mr. Sexton. For these Two Plots their Lordships will make the Conveyance of the Reversion without Charge.

The Commissioners are to enter into a Covenant that in case at any any Time hereafter it should be determined to dispose, either by Sale or Letting, of the said Commissioners Yard or any Part of same, or any Building thereon, for other than public Purposes connected with the Harbour, a Right of Pre-emption shall be given to their Lordships and their Heirs, who shall in such Case be entitled to purchase back the said Premises or any Part of the same so to be disposed of by the Commissioners and their Successors, at the same Rate or proportionate Rate as they now receive for the same. You are aware that the Premises are all in Lease against their Lordships for unexpired Terms of Years and Lives. Their Lordships will therefore require the Opinion of Mr. Brewster that they can, with perfect Safety to their Interests, present and future, make the proposed Sale, and will also require to have the Deed of Conveyance settled by him, so that they may be satisfied that it shall in no way prejudice their Right to recover Payment of the full Rent reserved in the existing Leases during their Continuance, and also recover Possession of the Remainder of the Premises demised in the respective Leases on their Expiration.

Jas. R. Stewart.
J. Kincaid.

(Substance of a Letter from Mr. A. Stewart to Messrs. S. and E. Reeves, dated 11th May 1859.)

*Lords Longford and De Vesci and Commissioners of
Kingstown Harbour.*

I have submitted your Letter of the Twenty-third ultimo to the Board, and I am desired to say that they are prepared to carry out the proposed Arrangement for Purchase.

I enclose

The Earl of Longford's Estate Act, 1860.

I enclose a Tracing which I think embraces the Ground proposed to be conveyed, which please return at your early Convenience; and let me at the same Time have what you propose submitting to the Opinion of Mr. Brewster.

(Signed) *A. Stewart.*
Jas. R. Stewart.
J. Kincaid.

The Lands referred to in those Letters.

The Yard, Office, and Workshops of the Commissioners of Kingstown Harbour, being 544 Feet at the North Side in front to the Commissioners Road, 206 Feet in front to Sussex Parade at the East Side, and 348 Feet deep on the North-west Side, together with a Plot of Ground between the said Road and the Sea, Part of which is occupied by the Kingstown Railway Company, Part by the Royal Irish Yacht Club and other Buildings, and Part forming the Victoria Wharf and other Ground in the Occupation of the Commissioners, and generally used by the Public, said Plot of Ground extending along the Harbour from East to West in a direct Line 1,395 Feet.

Jas. R. Stewart.
J. Kincaid.

LONDON:

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