

# Appendices

The author acknowledges the permission granted by the Deputy Keeper of the Records, Public Record Office of Northern Ireland (PRONI), to reproduce copies of the documents that are found in these Appendices, as described below.

Appendix A	Letter of Matthew Galbraith (Rector of Termonamongan Parish) to the Bishop of Derry, regarding the tenants of Sir Patrick Hamilton in and around Killeter, 22 August 1774. PRONI Reference D2798/3/19. Transcription of letter by Robert M. Simon included at the end of this appendix.
Appendix B	Abstract of Title for the Holdings of the Estate of Fitzhenry Augustus Smith in County Tyrone, prepared by Dickie & Carson, Solicitors, Omagh, and submitted to the Court of the Land Purchase Commission of Northern Ireland on 7 March 1931. PRONI Reference LR1/2344/1/A11. Bears the more detailed Land Purchase Commission reference of Record No. N.I. 1719, Box 2344, Schedule A, No. 4.
Appendix C	Copy of the will of Henry Jeremiah Smith of Annesbrook, County Meath, dated 3 November 1857, as submitted to the Court of the Land Purchase Commission of Northern Ireland. PRONI Reference LR1/2344/1/C. Bears the more detailed Land Purchase Commission reference of Record No. N.I. 1719, Box 2344, Schedule A, No. 1.
Appendix D	Copy of the "Conveyance in Perpetuity of the Lands of Termonomongan (sic) County Tyrone" from the Commissioners of Church Temporalities in Ireland to Hugh Lyons Montgomery and St. George Smith, 4 September 1872, as submitted to the Court of the Land Purchase Commission of Northern Ireland. PRONI Reference LR1/2344/1. Bears the more detailed Land Purchase Commission reference of Record No. N.I. 1719, Box 2344, Schedule C, No. 2.
Appendix E	Copy of the "Settlement on the Marriage of Fitzhenry Augustus Smith, Esq., with Miss Kathleen Muriel Travers," dated 31 December 1909, as submitted to the Court of the Land Purchase Commission of Northern Ireland. PRONI Reference LR1/2344/1. Bears the more detailed Land Purchase Commission reference of Record No. N.I. 1719, Box 2344, Schedule A, No. 5.
Appendix F	Copy of "Probate of the Will and three Codicils of Fitz Henry Augustus Smith, Esquire," dated 7 November 1930, as submitted to the Court of the Land Purchase Commission of Northern Ireland. PRONI Reference LR1/2344/1. Bears the more detailed Land Purchase Commission reference of Record No. N.I. 1719, Box 2344, Schedule A, No. 6.
Appendix G	Notice by the Land Purchase Commission, Northern Ireland, of the Final List No. 2148 of land owned by the Estate of Fitzhenry Augustus Smith in the County of Tyrone (Record No. N.I. 1719) which would become vested in the Commission as of 2 March 1931. The Commission subsequently vested the lands in the named tenants in the Notice. The Notice was published in the <i>Belfast Gazette</i> , No. 502, 6 February 1931, pp. 119-126. The table in the Notice refers to a "Map filed in Land Purchase Commission." These maps are included in this Appendix, at the end, from the files of the Commission in the PRONI (PRONI Reference LR1/2344/1; no additional markings on maps).

D 2798/3/19

needs no  
ANSWER

37

My Lord

upon Receipt of your Letter I had recourse  
 To S<sup>r</sup> Patrick's agent to furnish me with  
 an acct of the arrear due by the tenan-  
 try, he discovered a backwardness leas-  
 it should offend his Employer which  
 appeared plainly by an imperfect  
 return he made. — I then apply<sup>d</sup> to the  
 tenants for their last Receipts, some had  
 Receipt others had on acct of Rent  
 w<sup>th</sup> no mention of the year wherein  
 it became due. — I afterwards apply<sup>d</sup>  
 to some of the most Rational tenants  
 who I am persuaded are very near the Sum.  
 Now the answers to your Lordships Query  
 as precisely & Exactly as I can understand  
 & be inform<sup>d</sup> are as follow.

1. the arrears of S<sup>r</sup> Patrick's tenants. — 5200  
 2. a fourth part abatement <sup>of rent</sup> would be necessary to  
 make them pay punctually. — 3. what enables them  
 to pay is Linnen Cloth & yarn formerly breeding  
 young Cattle But at present are so far reduced  
 that they cannot spare the milk being the  
 chief support of their families & their stock  
 of Cattle vastly decreased from what it was.

D2798/3/19

4<sup>th</sup> How it is possible for your Lordship to assist them is not in my power to resolve. —

5<sup>th</sup> a 7<sup>th</sup> part of the tenants would not be able to pay the present rent if it <sup>the time</sup> was laid down free upon the land to them. The remotest Churchland town from a limestone quarry is not more than two miles & yet they cannot avail themselves of it. — 6<sup>th</sup> Quicks would be usefull to all the tenants except one seventh part which would not be able to enclose at six pence per perch nor would quicks suit their soil. — 7<sup>th</sup> they could Enclose 400.

in the year or upwards the 8<sup>th</sup> query is answered in my 5<sup>th</sup> as to the lime. — 9<sup>th</sup> the bullocks

10<sup>th</sup> the sheep & the oats. They cannot supply your Lordship with either. —

making Chapel Derg a market cannot be of the least service to S.<sup>r</sup> Patrick's tenants as Killeter is a monthly market & four fairs in the year which is equal to any country ditys they have for sale. as to the opening of new roads it is highly Beneficial to the poor of this place & shall inform your Lordship more particularly about this matter, at another time. —

after attending 3 affairs I only obtained a 3<sup>d</sup> part of the road from Killeter to Hermon Church. —

I am my Lord your Lordship's most dutiful & most obedient Humble servant. —

Killeter  
Aug. 22. 1774. —

Matthew Galbraith

**Letter of Matthew Galbraith of Killeter to the Bishop of Derry, 22 August 1774**  
**PRONI Reference D2798/3/19**

*[Formatting and Parenthetical Notes Added by Robert M. Simon]*

My Lord –

Upon recei[p]t of your Letter I had recourse to S[i]r Patrick's agent to furnish me with an acc[oun]t of the ar[r]ears due by the tenantry, he discovered a backwardness least it should offend his employer which ap[p]eared plainly by an imperfect return he made [i.e., the agent basically refused to furnish a useful account]. – I then apply'd to the tenants for their last recei[p]ts, some had a recei[p]t[;] others had on acc[oun]t of rent but no mention of the year wherein it became due. – I afterwards apply'd to some of the most rational tenants who I am persuaded are very near the sum.

Now the answers to your Lordships Querys as precisely & exactly as I can understand and be inform[e]d are as follows. —

[First.] the arrears of S[i]r Patrick's tenants. – S 200 [this probably means 200 shillings]

2<sup>d</sup>. a fourth part abatement of rent would be necessary to make them pay punctually.

3<sup>d</sup>. what enables them to pay is linen cloth & yarn, [they were] formerly breeding young cattle but at present are so far reduced that they cannot spare the milk [,it] being the chief support of their familys & their stock of cattle [being] vastly decreased from what it was.

4<sup>th</sup>: How it is possible for your Lordship to assist them is not in my power to resolve.

5<sup>th</sup>. A 7<sup>th</sup> part of the tenantry would not be able to pay the present rent if ~~it~~ the lime was laid down free upon the land to them. The remotest Church land town [probably means townland] from a limestone quarry is not more than two miles & yet they cannot avail themselves of it.

6<sup>th</sup>. Quicks [probably a reference to quicksets, or hedges] would be usefull to all the tenants except one seventh part which would not be able to enclose at six pence per perch nor would quicks suit their soil.

7<sup>th</sup>. They could enclose 400 [units obscure] in the year or upwards.

The 8<sup>th</sup> query is answered in my 5<sup>th</sup> as to the lime.

9<sup>th</sup>. the bullocks

10<sup>th</sup>. the sheep

11<sup>th</sup>. the oats. They cannot supply your Lordship with either.

Making Chapelderg [probably Castlederg?] a market cannot be of the least service to S[i]r Patrick's tenants as Killeter is a monthly market & four fairs in the year which is equal to any commoditys they have for sale. As to the opening of new roads it is highly beneficial to the poor of this place & shall inform your Lordship more particularly about this matter, at another time.

After attending 3 assizes I only obtained a 3<sup>d</sup>. part of the road from Killeter to Termon Church.

I am[,] my Lord[,] your Lordship's most dutiful & most obedient humble servant.

Killeter

Aug't 22 1774

Matthew Galbraith

*J. B. - H. Pritchard Vol 21 p 266*

COURT OF THE LAND PURCHASE COMMISSION,  
NORTHERN IRELAND.

NORTHERN IRELAND LAND ACT 1925.

Estate of *Allow cash*  
*R. P. Pritchard 6/4/3*  
FITZHENRY AUGUSTUS SMITH (now  
deceased)

County Tyrone.

Record No. N. I. 1719.

LAND PURCHASE COMMISSION
RECORD BRANCH.
BOX 2344
Gen. A No 4
Record No. N. I. 1719

ABSTRACT OF TITLE.

*LP/2344/A11*

*We certify that the purchase  
money will exceed £500*

*Dickie Carson*

*Received  
8th March 1952  
[Signature]*

Keeper of Records

Dickie & Carson,  
Solicitors,

2, Wellington Place, Belfast;  
and Omagh, Co. Tyrone.

COURT OF THE LAND PURCHASE COMMISSION, NORTHERN IRELAND.

NORTHERN IRELAND LAND ACT 1925.

Estate of FITZHENRY AUGUSTUS SMITH (now deceased)  
County Tyrone  
Record No. N. I. 1719.

*S. 131  
statutes are at present  
in the hands  
of the Commission in the Free State  
in connection with the  
repeal of these.*

ABSTRACT OF TITLE

of

FITZHENRY AUGUSTUS SMITH (now deceased) formerly of  
Besborough, Devizes in the County of Wilts, England,  
Gentleman

TO

ALL THAT the townlands of Aghalunny containing 495a. 1r. 28p. Statute Measure or thereabouts; Attybryanmore containing 647a. 3r. 26p. Statute Measure or thereabouts; Agherlogher containing 111a. 3r. 6p. Statute Measure or thereabouts; Ballymongan containing 1173a. Or. 19p. Statute Measure or thereabouts; Crighdenis containing 817a. 1r. 0p. Statute Measure or thereabouts; Crighshane containing 962a. 3r. 5p. Statute Measure or thereabouts; Crilly's Hill containing 224a. 3r. 0p. Statute Measure or thereabouts; Essan containing 629a. 1r. 29p. Statute Measure or thereabouts; Gortnagross containing 440a. 3r. 16p. Statute Measure or thereabouts; Golandun McHugh containing 537a. 3r. 22p. Statute Measure or thereabouts; Golandun Dolan containing 446a. 3r. 21p. Statute Measure or thereabouts; Killeter containing 424a. 2r. 29p. Statute Measure or thereabouts; Magherakeel containing 477a. 3r. 23p. Statute Measure or thereabouts; Meenamullin containing 629a. 3r. 25p. Statute Measure or thereabouts; Meenafergus containing 698a. 2r. 4p. Statute Measure or thereabouts; Speerholme containing 160a. 2r. 20p. Statute Measure or thereabouts; Shanaghy containing 322a. 2r. 18p. Statute Measure or thereabouts; Seegronan containing 700a. 3r. 38p. Statute Measure or thereabouts; Tulnashane containing 560a. Or. 9p. Statute Measure or thereabouts; Tievenameenta containing 296a. 2r. 30p. Statute Measure or thereabouts; and Woodside containing 202a. 2r. 25p. Statute Measure or thereabouts, all situate in the Barony of West Omagh and County of Tyrone.

1857  
3rd. February.

On date in margin one Henry Jeremiah Smith of Annesbrook in the County of Meath, Esquire, made and Executed his last Will and Testament whereby (inter alia) he devised and bequeathed unto Hugh Lyons Montgomery of Belhavel in the County of Leitrim, Esquire, M.P., and St. George Smith of Greenhills County Meath, Esquire, their Heirs, Executors, Administrators, and Assigns all his Estate Lands in the County of Tyrone or elsewhere in Ireland To hold the same unto the said Hugh Lyons Montgomery and St. George Smith their Heirs, Executors, Administrators, and Assigns according to the nature and Estate of his interest therein respectively To the uses and upon the Trusts thereafter declared and expressed of and concerning the same, i.e., as to the Testator's Estate and lands of Termonamongan or Killeter in the County of Tyrone held by the said Testator under the See of Derry for a term of years renewable according to the custom of Church Property and all his Estate and Interest therein Upon Trust that his said Trustees or Trustee should by and out of the rents and profits thereof pay the rent reserved by the Lease thereof and observe and perform the covenants and conditions in the said Lease and any renewal thereof contained and on the part of the Lessee his Executors Administrators or Assigns to be observed or performed And subject thereto To Hold the premises as to one undivided moiety thereof the whole into two equal parts, to be divided Upon Trust to pay unto or permit and empower Testator's wife and her assigns to receive and take an Annuity or yearly sum of £30. for her life and subject thereto as to the same moiety upon Trust that his said Trustees or Trustee their Executors Administrators and Assigns should have receive and take during the said term and all renewals thereof a further Annuity or yearly sum of £100 with a direction that the said Trustees should stand possessed of the said Annuity or yearly sum of £100 To the Uses and Upon the Trusts thereafter declared concerning the same And subject and charged as aforesaid as to the same undivided moiety of the said lands and premises to permit and empower Testator's son Frederick Augustus Smith and his Assigns to receive and take the rents and profits of the same Moiety for so many years of the term of years for which the same were held as he should happen to live and from and after his decease Upon Trust to assign the same moiety the subject as aforesaid to such son of the said Frederick Augustus Smith as should first or alone attain the age of 21 years and in the meantime until such son should attain the said age Upon Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his own use and benefit but in case the said Frederick Augustus Smith should have no son who should live to attain the age of 21 years then Upon Trust to permit and empower Testator's son Stephen Henry Smith and his Assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same were held as he should happen to live and from and after his death Upon Trust to assign the same moiety subject as aforesaid to such son of the said Stephen Henry Smith as should first or alone attain the age of 21 years and in the meantime until such son should attain the said age Upon Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his own use and benefit but in case the said Stephen Henry Smith should have no son who should live to attain the age of 21 years then Upon Trust to permit and empower Testator's son St. George William Smith and his Assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same were held as he should happen to live and from and after his decease UPON Trust to assign the same moiety the subject as aforesaid to such son of the said St. George William Smith as should first or alone attain the age of 21 years and in the meantime until such son should attain the said age Upon Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his own use and benefit but in case the said St. George William Smith should have no son

who should live to attain the age of 21 years then Upon Trust to permit and empower Testator's son Michael Edward Smith and his Assigns to receive and take the rents and profits for the same moiety for so many years of the term of years for which the same were held as he should happen to live and from and after his decease Upon Trust to assign the same moiety the subject as aforesaid to such son of the said Michael Edward Smith as should first or alone attain the age of 21 years and in the meantime until such son should attain the said age Upon Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit but in case the said Michael Edward Smith should have no son who should live to attain the age of 21 years then upon Trust to permit and empower Testator's son William Thomas Smith and his assigns to receive and take the rents and profits for the same moiety for so many years of the term of years for which the same were held as he should happen to live and from and after his decease Upon Trust to assign the same moiety the subject as aforesaid to such son of the said William Thomas Smith as should first or alone attain the age of 21 years and in the meantime until such son should attain the said age Upon Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit with further remainders over which remainders did not come into effect and as to and concerning the said Annuity or yearly sum of £100 charged upon and payable out of the said Moiety of the said lands in the County of Tyrone so settled in the first instance for Testator's son Frederick Augustus Smith and his sons as aforesaid To the uses of Testator's son the said Michael Edward Smith and his Assigns for and during his life and from and after his decease to the use of his first and other sons severally and successively according to their respective seniorities in tail male and in default of such issue to the Use of Testator's son the said Stephen Henry Smith and his assigns for and during his life and from and after his decease to the use of his first and other sons severally and successively according to their respective seniorities in tail male And in default of such issue to the uses of Testator's son St. George William Smith and his assigns for and during his life and from and after his decease to the use of his first and other sons severally and successively according to their respective seniorities in tail male And in default of such issue to the use of Testator's son William Thomas Smith and his Assigns for and during his life and from and after his decease to the use of his first and other sons severally and successively according to their respective seniorities in tail male with further remainders over which did not come into effect And as to the other undivided moiety of the said lands of Termonanongan so situate in the County of Tyrone Upon such Trusts and with and subject to such powers provisoes agreements and declarations as should as nearly correspond with and be similar to the uses Trusts powers provisoes agreements and declarations thereinbefore limited and declared of and concerning the said Annuity or yearly sum of £100 so charged on the Moiety of the said lands and premises settled in the first instance upon Testator's son Frederick Augustus and his sons as the different tenure and quality of the premises and the rules of law and equity would permit but so that the said Moiety of the said lands should not vest absolutely in any person thereby made tenant in tail male by purchase of the said moiety unless such person should attain the age of 21 years but on his death under that age should go to and devolve and remain in the same manner as if they had been freehold of inheritance included in the Grant and limitations thereinbefore contained AND the Testator declared that the respective Annuities thereinbefore provided and charged upon his said respective Estates should be paid and payable half yearly by equal payments and that the first payment thereof respectively should commence to be made at the expiration of six calendar months next after his decease And he gave to the said respective Annuitants full powers of distress and entry for the recovery of the said Annuities when in arrear And Testator further declared that if any person whom he had thereby made tenant in tail male of



his said Estates or any part thereof should be then born or thereafter be born in his lifetime then and in every such case Testator revoked the devise so made to him and in lieu thereof he gave and devised the premises comprised in such devise to the use of the same person respectively for the time of his life without impeachment of waste and after his decease to the use of his sons successively according to their respective seniorities in tail male. The Testator further devised certain leasing powers under his said Will to the respective tenants in tail male entitled in possession And further authorised and empowered his said sons respectively to charge the respective lands and premises thereby limited to them respectively in the first instance when in possession thereof under the limitations aforesaid with any annual sum by way of jointure not exceeding the respective sum of £200 to be charged on such lands respectively and to create and grant all necessary terms of years for effectually securing the same such terms of years respectively to cease with the determination of the said Annuities and payment of all arrears thereof and all Costs and charges relating thereto but Testator thereby expressly declared that his said sons respectively should have no power to charge any Estate or lands to which he or them might become entitled by reason of the failure of any previous limitations of his said Will with any annual sum by way of jointure exceeding in amount the said annual sum of £200 it being the Testator's will and intention that the said annual sum of £200 should be the utmost which any of his said sons should be empowered to charge for the jointures both upon the lands and hereditaments so limited to them in the first instance and the lands and hereditaments to which they might become entitled by reason of the failure of any previous limitations thereof And Testator willed and directed that his debts and the Legacies bequeathed under said Will should be paid out of the residue of his Personal Estate and property Testator further provided for the Appointment of New Trustees of his said Will as therein.

Duly executed and attested.

Original lodged in Record No. E. C. 4600. Copy lodged herewith.

*at present lodged in the Free State.*

*Main copy lodged  
No 1*

1857

15th. February.

On date in margin the said Henry Jeremiah Smith died without having altered or revoked said Will

1857

26th. March.

On date in margin Probate of said Will issued forth of the Principal Registry to the Executors therein named.

Original Probate lodged in Record No. E. C. 4600.

1872 ✓  
4th. September.

Registered

1872 ✓  
30th. November

Book 39. No. 240.

*original lodged  
No 2*

By Indenture of date in margin and made between the Commissioners of Church Temporalities in Ireland of the one part and the said Hugh Lyons Montgomery and the said St. George Smith therein described as the Trustees named in the last Will and Testament of Henry Smith of Annesbrook Esquire deceased thereafter called the said Purchasers of the other part

RECITING an Indenture of Demise dated 19th. November 1870 and made between The Right Reverend The Lord Bishop of Derry and Raphoe of the one part and the said Trustees named in the last Will and Testament of said Henry Smith aforesaid (then deceased) (which Henry Smith was assignee of the Reverend William S. Hamilton) but subject to the Trusts in the said Will mentioned of the other part. The said William Lord Bishop of Derry and Raphoe for the considerations therein mentioned demised unto the said Purchasers in their capacity as Trustees as aforesaid the lands hereditaments and premises therein and thereafter mentioned TO HOLD the same with the appurtenances unto the said Lessees as such Trustees their Executors Administrators and Assigns from the 1st. day of November 1870 for and during the term of 21 years subject to the yearly rent of £21. 4. 7 to be paid on four several days in the year, i.e., the 1st. day of February, 1st. May, 1st. August and 1st. November in every year by four equal portions over and above all public taxes and impositions whatsoever together with twelve pence in the Pound Receivers Fees under and by virtue of which said Indenture the said Purchasers were then in actual possession of the said lands and premises AND RECITING that pursuant to the Provisions of the Irish Church Act 1869 the said William Lord Bishop of Derry and Raphoe had commuted his life interest as such Lord Bishop whereupon all the Temporalities of the said See of Derry became absolutely vested in the said Commissioners of Church Temporalities in Ireland. AND RECITING that the said Purchasers had by Notice in writing on the 4th. day of March 1872 (said Notice bearing date the 20th. day of February 1872) notified the said Commissioners of Church Temporalities in Ireland that the said Purchasers were ready and willing to purchase the fee simple and inheritance of said lands pursuant to the provisions of the said Acts AND RECITING that the amount of the Purchase Monies be paid by the Purchasers under the said Acts for the purchase of the said lands was £2,247. 0. 7 and that the amount of the annual rent to be reserved and made payable under and by the Deed or Deeds of Conveyance to be executed to them the said Purchasers was £228. 4. 5 AND RECITING the approval of the Lord Lieutenant of Ireland in Council to the said purchase AND RECITING proposal for a Mortgage of the said lands and premises subject to the said annual rent for securing payment of the said sum of £2,247. 0. 7 with Interest thereon at £5 per cent per annum reducible to £4 per cent per annum as in said Indenture of Mortgage mentioned And that the said Commissioners of Church Temporalities in Ireland had agreed to accept such Mortgage AND RECITING as therein

SAID INDENTURE WITNESSED that the said Commissioners of Church Temporalities in Ireland pursuant to their Authorities therein mentioned and in consideration of the said sum of £2,247. 0. 7 the amount of the said Purchase Money so secured or to be secured to the said Commissioners of Church Temporalities in Ireland their Successors and Assigns by Indenture of Mortgage of even date therewith and made between the Purchasers of the one part and the said Commissioners of Church

Temporalities of the other part and in consideration of the annual rent and covenants thereafter reserved and contained and on the part of the Purchasers their heirs and assigns to be paid done and performed did by said Presents grant bargain sell assign convey release and confirm unto the said Purchasers and to their heirs

ALL THAT and THOSE that Territory or precinct of land called the Termon or Errenagh lands of Termonamongan containing 2 Termons and one sessiogh of land excepting the house belonging to the Rectory of Termonamongan aforesaid and 20 Acres of land lying convenient to said house which was made Glebe to the Reverend William Reed and as the same was heretofore demised and not otherwise by the late William Lord Bishop of Derry to the said Henry Smith by the name and description aforesaid situate lying and being in the Barony of Strabane and County of Tyrone or by whatsoever name or names they or any of them have been called or known now in the tenure or occupation of the said Purchasers or their undertenants with all and singular the castles, houses, buildings, mills, orchards, gardens, meadows, pastures, ways, paths, passages, waters, watercourses royalties, mines, minerals, quarries, mosses, trees, woods, underwoods, turf, turf bogs, commons, commonable rights, hedges, ditches, fences, mounds, liberties, privileges, profits, commodities, advantages, easements and appurtenances whatsoever to the said lands tenements and premises hereby released and conveyed or intended so to be or to any of them or any part thereof respectively and all the Estate right title interest use trust inheritance property possession claim and demand whatsoever both in law and in equity or otherwise howsoever of them the said Commissioners of Church Temporalities in Ireland of in to or out of or upon the said lands tenements and premises with their and every of their appurtenances subject to the covenants and provisoes thereafter contained in relation to mines and quarries of marble or slate which might thereafter be opened and worked in or under the said lands tenements and premises and the rents to be reserved thereout

TO HOLD the said lands tenements and premises and all other the premises thereby released or conveyed or intended so to be with their and every of their appurtenances unto the said Purchasers and their heirs to the use of them the said Purchasers their heirs and Assigns for ever in as full large ample and beneficial a manner as the said Commissioners of Church Temporalities in Ireland had might or could have power or authority to grant and release or convey the same under and by virtue of the said acts; they the said Purchasers Yielding and Paying therefor and thereout yearly and every year unto the said Commissioners of Church Temporalities and their Successors and Assigns for ever the yearly rent or sum of £228. 4. 5 sterling or such increased or diminished yearly rent or sum as should or might be from time to time or at any time thereafter be substituted in the place or stead of the said reserved rent pursuant to the provisions for that purpose contained in the said acts the said reserved yearly rent or such

increased or diminished yearly rent so to be substituted in place thereof to be paid and payable by four even and equal quarterly payments in every year, i.e., 1st. February, 1st. May, 1st. August and 1st. November, in each and every year clear and above all Quit and Crown rents and deductions whatsoever the first quarterly payment to be made on whichever of the said Gale days should occur next ensuing the date thereof And said Indenture contained a covenant by the Purchasers their heirs and assigns to pay said rent and

PROVISOES for distress

PROVISOES as to opening mines and quarries of Marble or slate

RECITAL as to the average price of oats per barrel from the ten years immediately preceding the 1st. May, 1871 being 14/1d. per barrel.

Duly executed and attested.

Original forthcoming. Lodged herewith.

1874  
1875  
1876  
1877  
1878  
1879  
4th. June.

*W. J. ...  
No 3*

By Release of date in margin the Commissioners of Church Temporalities in Ireland in consideration of the sum of £5 paid by the said Hugh Lyons Montgomery and the said St. George Smith released the above named lands and premises from all and every the covenants declarations and agreements in said Indenture above recited of 4th. September 1872 contained in relation to the payment of any Royalty or rent thereby made payable by reason of the working of or profit to be derived from any mines or quarries of marble or slate in on or under the said lands or tenements or any of them and from all right claim or demand of the said Commissioners or of their Successors and Assigns in relation to the premises.

Duly executed and attested.

*Original forthcoming lodged herewith*

1890 On date in margin the said Stephen Henry Smith died without male issue, leaving a widow Francesca Helen Mary Smith who was then living.

1892 On date in margin St. George William Smith died unmarried.

1903 On date in margin Michael Edward Smith died without lawful issue leaving a widow Jane Grace Smith, who is also dead.

1884

On date in margin William Thomas Smith died leaving lawful issue (inter alia) FitzHenry Augustus Smith his eldest son and heir-at-law who was born on 17th. September 1859 and who attained his majority on the 17th. September 1880.

RECITING that the said FitzHenry Augustus Smith was seized of the lands rents and hereditaments hereinafter described for an Estate in fee simple in possession

1903

By Indenture of date in margin and made between FitzHenry Augustus Smith of the one part Archibald Vernon Montgomery of 12 Molesworth Street, Dublin, Solicitor of the other part

RECITING the said Will dated 3rd. February 1857 of the said Henry Jeremiah Smith above recited and that the said FitzHenry Augustus Smith was tenant in tail male in possession of the and hereditaments thereby granted

AND RECITING that the said FitzHenry Augustus Smith was desirous of barring the entail of the said hereditaments and all other (inter alia) any hereditaments of which he was tenant in tail male or in tail as thereafter mentioned and of vesting the same in himself in fee simple in possession

SAID INDENTURE WITNESSED that the said FitzHenry Augustus Smith thereby granted unto the said Archibald Vernon Montgomery (inter alia) the lands of Termonamongan or Killeter which comprises the townlands of Aghalunny, Agharlogher, Athybryanmore, Ballymongan, Ballymongan Mountain, Bighouse Farm, Crilly's Hill, Crighshane, Crighdennis, Essan, Gortnagross, Golandun (McHugh) Golandun (Dolan) Killeterbray, Meenamullin, Magherakeel, Meenafergus, Sheenaghy, Seegronan, Speerholme, Tulnashane, Tievemeenta, and Woodside all in the Barony of Omagh West and County of Tyrone together with a perpetual Annuity of £100 charged upon one moiety of the said lands of Termonamongan or Killeter devised by the said Will of the said Henry Jeremiah Smith deceased or which were then by any means subject to the subsisting uses or trusts of the said Will and all other (if any) the freehold hereditaments of which the said FitzHenry Augustus Smith then was by any means tenant in tail or in tail at law or in equity under or by virtue of the said Will or otherwise

TO HOLD the same unto the said Archibald Vernon Montgomery and his heirs discharged from all Estates in tail male or in tail of the said FitzHenry Augustus Smith at law or in Equity and all Estates rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail

TO THE USE of the said FitzHenry Augustus Smith his heirs and assigns for ever.

Duly executed and attested by the parties thereto.  
Original forthcoming. Lodged in Record No. S.631 Estate of FitzHenry A. Smith, County Meath.

*Copy lodged herewith*

1884  
1903  
24th. September.  
Registered  
1903 25th. Septr.  
Book 65 No. 63  
Enrolled in  
Consolidated  
Judgments Record  
& Writ Office of  
His Majesty's High  
Court of Justice  
in Ireland  
Chancery Division  
on 29th. September  
1903 No. 9345.

*Hand copy lodged  
No 14*

1909 ✓  
31st. December ✓  
Registered  
20th. January ✓  
1910- Book No.224.

*Handwritten notes:*  
Kathleen Muriel Travers  
No. 5

By Indenture of date in margin and made between the said FitzHenry Augustus Smith of the first part Kathleen Muriel Travers of the second part Hugh Mortimer Travers and Ernest St. George Smith of the third part

RECITING that the said FitzHenry Augustus Smith was seized of the lands rents and hereditaments thereafter described for an Estate in fee simple in possession

AND RECITING an intended marriage between the said FitzHenry Augustus Smith and the said Kathleen Muriel Travers

AND RECITING as therein

SAID INDENTURE WITNESSED that in pursuance of the Agreement therein contained and in consideration of the said intended marriage the said FitzHenry Augustus Smith as Settlor thereby granted and conveyed unto the said Hugh Mortimer Travers and Ernest St. George Smith Firstly All that and those the town and lands of Termonamongan or Killeter comprising the townlands therein contained together with a perpetual Annuity of £100 charged upon one moiety of the said lands, said lands being situate in the Barony of Omagh West and County of Tyrone and thereafter called the Killeter Estate And Secondly ALL THAT and those other lands therein described and Thirdly ALL THAT and those other lands therein described TO HOLD the same unto the said Hugh Mortimer Travers and Ernest St. George Smith their heirs and assigns to the use of the said FitzHenry Augustus Smith and his heirs until the solemnization of the said intended marriage and from and after the solemnization thereof to the use of the said Fitz Henry Augustus Smith and his assigns during his life and from and after his decease to the use of the said Hugh Mortimer Travers and Ernest St. George Smith their Executors Administrators and Assigns for the term of one thousand years commencing on the death of the said FitzHenry Augustus Smith without impeachment of waste Upon the Trusts thereafter declared concerning the same And from and after the expiration or determination of the said term and in the meantime subject thereto and to the Trusts thereof to the use that if the said Kathleen Muriel Travers should survive the said FitzHenry Augustus Smith the said Kathleen Muriel Travers and her assigns should thenceforth during her life receive for her separate use the yearly rent charge of £200 during widowhood And from and after the remarriage of the said Kathleen Muriel Travers the yearly rent charge of £50. said yearly rent charges to be charged upon and issuing out of the Killeter Estate and an Estate called the Dungooley Estate situate in the Barony of Dundalk Upper and County of Leuth And also any rent charge therein mentioned but which does not affect the present Title all the said several Rent Charges to be in full for her jointure and in bar of dower and freebench and to be considered as accruing from day to day but to be payable by four equal quarterly payments without any deduction the first of such payments as to each of the said respective rent charges of £200 to be made at the end of three calendar months from the death of the said FitzHenry Augustus Smith and as to the said respective rent Charges of £100 to be made at the end of three calendar months on the re-marriage of the said Kathleen Muriel Travers with a proviso against anticipation.

/Further

Further Proviso as to re-entry and distraint and subject thereto to the use of the said FitzHenry Augustus Smith his heirs and assigns for ever.  
 PROVISO in case of non-payment for the space of sixty days empowering the Trustees therein appointed to sell the lands thereby charged.  
 Further Proviso that the Power of Appointing New Trustees of said Presents should be vested in the said Kathleen Muriel Travers during her life.

Duly executed and attested by the said FitzHenry Augustus Smith and said Kathleen Muriel Travers.

*Note. The present Trustees of above Settlement are the said Ernest H. George Smith & Charles Montie Walker. Council was of Appointment of New Trustees dated 24 March 1931, particulars of which see also at present pt 320 Original following in possession of Trustees.*

Original lodged in S.631. Copy lodged herewith..

1928 /  
 21st. March.

On date in margin the said FitzHenry Augustus Smith made and executed his last Will and Testament whereby he appointed Messrs. Coutts & Company thereafter referred to as "the Bank" to be the Executor and Trustee of his Will and after certain legacies Annuities and devises therein provided Testator devised bequeathed and appointed all his Real and Personal Property not thereby or by any Codicil thereto otherwise disposed of or to which he should be seized possessed or entitled at his death or over which he should then have a general power of appointment or disposition by Will unto and to the use of the Bank their Successors and Assigns Upon the Trusts and with and subject to the powers and provisions therein after declared of and concerning the same and directed that the Bank should sell call in and convert into money the said Real and Personal Property at such time or times and in such manner as they should think fit (but as to reversionary property not until it falls into possession unless it should appear to the Bank that an earlier sale would be beneficial) with power to postpone the sale calling in or conversion of the whole or any part or parts of the said Property during such period as the Bank should think proper And Testator directed that the Income of such of the said premises as should for the time being remain unsold should from his death be applied as if the same were Income arising from Investments thereafter directed to be made of the proceeds of sale thereof And that no reversionary or other property not actually producing Income should be treated as producing Income for the purposes of his said Will And further that the Bank should out of the monies to arise from the sale calling in and conversion of or forming part of his said Real and Personal Property and out of his ready money pay his Funeral and Testamentary Expenses and Debts and the Legacies theretofore given by his Will or any Codicil thereto and should make provision for the payment of any Annuities so bequeathed and should invest the residue of the said monies (which monies and the property for the time being representing the same were thereafter called the Trust Fund) Upon the investments thereby authorised with powers as therein And that the Bank should hold one moiety of the Trust Fund Upon Trust to pay the Income thereof to his wife during her life And after her death should stand possessed of the Capital and Income of such moiety Upon the Trusts therein declared concerning the other moiety of the Trust Fund AND should hold the other moiety of the Trust Fund Upon Trust to pay the Income thereof to Testator's nephew Cecil Henry Briscoe during his life and after his death as to both the Capital and Income of the said Moiety In Trust for all or such one or more exclusively of the others or other of the issue of his said nephew whether children or remoter descendants at such age or time or respective ages or times if more than one in such shares and with such Trusts for their respective benefit and such provisions for their respective advancement and /maintenance

maintenance and education at the discretion of any person or persons as his said nephew should from time to time by any Deed or Deeds revocable or irrevocable or by Will or Codicil appoint With further Trusts over in default of such appointment, and direction as to hotchpot, and subject to proviso that his said nephew might notwithstanding the Trusts thereinbefore contained from time to time by Deed or Will appoint to his present wife who might survive him during the residue of her life or any less period all or any part of the annual Income of the said Moiety and of so much thereof as should not before his death have been paid or applied under any of the powers thereinbefore contained and directed that upon any such Appointment the Trusts and Powers therein limited to take effect after the death of his said nephew should take effect subject to any interest limited by such Appointment.

Duly executed by the said Testator. *lod Office copy of the Will and Probate will be lodged as soon as same is available and the Original will be forthcoming for comparison.*

1929 ✓  
22nd. March. ✓  
*Plain copy lod  
No 6*

On date in margin the said FitzHenry Augustus Smith made and executed a Codicil to his last Will and Testament, which Codicil varied his Will by creating certain Annuities and the Testator declared that the provisions of Clause 9 of the said Will viz:- empowering his Executors to provide for any Annuities by setting apart as an Annuity Fund such Investments as the Bank might think fit to invest the same should apply to the said Annuities.

Testator bequeathed a Legacy of £700 free of all Legacy Duty in lieu of a sum of £200 bequeathed to his brother Colonel Ernest St. George Smith under said Will and directed that the Annuities bequeathed to his wife and his old servants should be paid in priority to any other pecuniary gifts bequeathed by his said Will or any Codicil thereto.

Duly executed and attested.

Copy forthcoming lodged herewith.

1930  
21st. February.

On date in margin the said FitzHenry Augustus Smith executed a second Codicil to his said Will whereby he revoked clause 6 thereof relative to his furniture, linen, china, plate, etc., and made other dispositions as to same and whereby testator revoked clause 7 of his said Will, which bequeathed to his said wife free of all Death Duties payable on his death, an Annuity of £1,000 and substituted therefor an Annuity to his said wife, free of all Death Duties, of such sum as with the jointure of £400 per annum payable to her under the terms of his Marriage Settlement and of any other annual Income payable to him under the terms of the said Settlement or of any other Settlement made by the Testator should amount to the total sum of £1,200 a year And Testator directed that such Annuity should commence from his death and be payable by quarterly payments, the first payment thereof to be made at the expiration of three calendar months from the date of his death. Testator further varied a Legacy to the Church of Ireland in the Parish of Duleek and made certain Declarations as to same And further revoked a bequest of £200 to his cousin Emily Cook. Testator further directed certain steps to be taken in connection with the sale of his Property in Devizes, which do not affect the lands the subject of this Abstract And subject thereto he confirmed his said Will except so far as it was revoked by the said first Codicil and confirmed that Codicil.

Duly executed and attested. Copy forthcoming, lodged herewith.



1930  
21st. February.

On date in margin said FitzHenry Augustus Smith made and executed a third Codicil to his said will, which said Codicil does not affect the lands the subject of this Abstract.

Duly executed and  
attested. Copy lodged  
herewith.

NOTE:- The above Will and Codicils are being proved in England where the deceased resided, and will be re-sealed in Northern Ireland. A certified Office copy of the will and Probate will be lodged as soon as same is available and the Original will be forthcoming for comparison.

1930.  
7 Nov.  
+  
nib

*On date in margin Probate of the said Will & these Codicils were full of the Principal Probate Registry of H.M. High Court of Justice in England & the Executors thereon remain.  
Original forthcoming copy lodged herewith.*

I, *[Signature]* of the County of Tyrone, being a Justice of the Peace in and for said County and I know the Deponent.

*[Signature]* J.P.

AFFIDAVIT VERIFYING ABSTRACT OF TITLE.

I, JOHN FREDERICK DICKIE of Omagh in the County of Tyrone, a member of the firm of Dickie & Carson, Solicitors for the Vendor make Oath and say as follows:-

1. I have read the foregoing Abstract of Title previous to swearing this Affidavit and compared the same with the several Deeds and Documents therein abstracted, so far as they are in the said Abstract stated to be forthcoming.
2. The said Abstract is a true and correct Abstract of Title to the lands described at the head thereof, and in the Originating Affidavit filed in this matter and the several documents therein purporting to be abstracted are fairly and correctly abstracted to the best of my knowledge information and belief.
3. I have in the Schedule of Documents intended to be lodged herewith and endorsed by me previously to swearing this Affidavit set forth all deeds and muniments of title relating to the said lands which are in my power possession or procurement.

*John F. Dickie*

SWORN at Omagh in the County of Tyrone, this 7<sup>th</sup>  
day of *March* 1931, before me a Justice of the  
Peace in and for said County and I know the Deponent.

*R. D. Swan*

J.P.

Dated 3 day of February, 1857.

(1)

Copy/

W I L L  
of  
HENRY J. SMITH, Esq.,

LR1/2344/1/C

LAND PURCHASE COMMISSION	
RECORD BRANCH.	
BOX	2344
Sub	A No 1
RECORD No	N.S. 1719

Dickie & Carson,  
Solicitors,  
Omagh.

## THE LAST WILL and TESTAMENT of

me HENRY JEREMIAH SMITH of Annesbrook

in the County of Meath Esquire.

W H E R E A S under and by virute of the Settlement executed on my former Marriage, my eldest son Henry Jeremiah has been amply provided for and under and by virtue of the same Settlement, my son Francis Edward became possessed of and entitled to a sum of £5,000 a portion of which with my assent has been already paid to him and upon the respective marriages of my daughters Catherine and Elizabeth I have made provision for them. AND WHEREAS I am now seized and possessed of several lands and hereditis sums of money and securities, and I am desirous of disposing of the same in manner hereinafter expressed NOW I DO HEREBY give devise and bequesth unto Hugh Lyons Montgomery of Belhavel in the County of Leitrim Esqre. M.P., and St. George Smith of Greenhills County Louth Esqre. their heirs Exers. Admors. and assigns ALL my Estate and lands in the Counties of Meath, Louth and Tyrone County of the Town of Drogheda or elsewhere in Ireland (save and except the lands of Duleek and Carganstown hereinafter devised to my son St. George William Smith) TO HOLD unto the said Hugh Lyons Montgomery and St. George Smith their heirs Exors Admors and assigns according to the nature of my estate and interest therein respectively - TO THE USES and upon the Trusts hereinafter declared and expressed of and concerning the same; that is to say, as to the premises heretofore used as Salt Works, but now occupied as a Foundry, situate in the County of the Town of Drogheda, and all my Estate and interest therein TO THE USE of my said son Francis Edward Smith and his assigns for and during the term of his life in addition to the sum remaining due to him on foot of the said sum of £5,000 and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my Eldest son Henry Jeremiah Smith, and his assigns for and during the term of his life and after his decease TO THE USE of my Grand son Henry Smith eldest son of my said son Henry Jeremiah Smith, and his assigns for and during the term of his life, and after his decease TO THE USE of the first and other sons of my said Grand son Henry Smith severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my Grand son Carleton Smith second son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life and after his decease TO THE USE of the first and other sons of my said Grand Son Carleton Smith severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my Grand son George Smith third son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life and after his decease TO THE USE of the first and other sons of my said Grand son George Smith severally and successively according to their respective seniorities in tail male; and for default of such issue TO THE USE of my Grand son Dudley Smith fourth son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life And after his decease TO THE USE of the first and other sons of my said Grand son Dudley Smith severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of the fifth and other sons of my said son Henry Jeremiah Smith severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USES hereinafter declared concerning my Estate and lands of Annesbrook Johnstown and other the lands hereinafter limited in use to my son

/Stephen

Stephen and his issue male immediately upon my decease.

AND as to and concerning my Estate and lands of Annesbrook and Johnstown and that part of Ardmulcan on the south side of the Road from Beaupare to Navan held by Messrs Mullin and others, and all my Estate and interest in the Deans and that portion of same now called Brierly and also big and little Bolies or Bohies Lundestown and Keenogue subject to the rent and covenants payable thereout all situate in the County of Meath, and all my Estate and interest therein TO THE USE and intent that my dear wife Elizabeth Smith and her assigns in case she shall survive me, do and shall have and receive thereout an annuity of £50 for and during her life, and subject thereto TO THE USE of my son Stephen Henry Smith and his assigns for and during the term of his natural life, and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my son St. George William Smith and his assigns for and during the term of his life and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my son Michael Edward Smith and his assigns for and during his life, and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my son William Thomas Smith and his assigns for and during his life and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my son Richard Jeremiah Smith and his assigns for and during his life and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my son Frederick Augustus Smith and his assigns for and during his life, and from and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my son Kynaston Walter Smith and his assigns during his life, and after his decease, TO THE USE of his first and every other son severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my said Eldest son Henry Jeremiah Smith and his assigns for and during the term of his life, and from and after his decease TO THE USE of my said Grand son Henry Smith Eldest son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life and from and after his decease TO THE USE of his first and other sons severally and successively according to seniority in tail male, and for default of such issue TO THE USE of my said Grand son Carleton Smith second son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life and from and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my said Grand son George Smith third son of my said son Henry Jeremiah Smith and his assigns for and during the term of his life and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue TO THE USE of my said Grand son Dudley Smith and his assigns for and during the term of his life and after his decease TO THE USE of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of the fifth and other sons of my said son Henry Jeremiah Smith severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USE of my said son Francis Edward Smith and his assigns for and during the term of his life and after his decease TO THE USE of his first and other sons severally and successively

/ according

according to their respective seniorities in tail male, and for default of such issue TO THE USE of my Daughters Catherine Wallace otherwise Smith, Elizabeth Montgomery otherwise Smith Matilda Smith, Emily Smith and Mary Smith during their respective lives in equal shares as tenants in common, without impeachment of waste and as to the respective shares therein of each of them my said daughters after her decease TO THE USE of her sons successively according to their respective seniorities in tail male, AND in failure of the issue male of any one or more of my said Daughters then and so often as the same shall happen as to as well the share or respective shares originally limited to the daughter or daughters whose issue shall so fail as the share or respective shares which by virtue of this present clause shall have become vested in her or them, or her or their issue male, TO THE USE of the other or others of my said daughters during her or their life or respective lives in equal shares as tenants in common without impeachment of waste, and after the decease of any such last mentioned daughter then as to the share or shares lastly hereinbefore limited to her TO THE USE of her sons successively according to their respective seniorities in tail male and if there shall be failure of such issue male of all my said daughters but one, then as to the entirety of all the said lands TO THE USE of such only daughter for her life without impeachment of waste, and after her decease TO THE USE of her sons successively according to their respective seniorities in tail male, AND on failure of such issue I direct that the above mentioned lands shall go and be part of my residuary real Estate

AND as to and concerning my Estate and lands of Newtown in the County of Meath (save that part called the Deerpark and the two fields adjoining outside the Deerpark Wall) TO THE USE and intent that my said dear wife and her assigns in case she shall survive me, do and shall, have and receive thereout a further annuity of £30 for and during her life, and subject thereto TO THE FURTHER USE intent and purpose that my said Trustees and the survivor of them his heirs and assigns, and other the Trustees or Trustee for the time being of this my will, do and shall have and receive for ever, a further annuity or yearly sum of £50 AND I will and direct that the said Trustees and Trustee do and shall stand possessed of and interested in the said last mentioned annuity or yearly sum of £50 TO THE USES and upon the Trusts hereinafter declared concerning the same and subject and charged as aforesaid as to the said Estate and lands of Newtown save that part thereof called the Deerpark together with the two fields adjoining as aforesaid TO THE USE of my said son St. George William Smith and his assigns during his life and after his decease TO THE USE of his first and other sons severally and successively according to seniority in tail male and for default of such issue TO THE USE of my said son Stephen Henry Smith and his assigns during his life, and after his decease TO THE USE of his first and every other son severally and successively according to their respective seniorities in tail male and for default of such issue TO THE USES and upon the Trusts hereinbefore declared touching my said Estate and lands of Annesbrook Johnstown, and part of Ardmulcan from and after the decease of my said sons Stephen Henry and St. George William, and failure of their issue male respectively or such and so many of the same uses and trusts as shall then remain to be performed and fulfilled.

AND as to my Estate and lands of Termonamongan or Killeter in the County of Tyrone held by me under the See of Derry for a term of years renewable, according to the custom of Church property and all my Estate and interest therein UPON TRUST that the said Trustees or Trustee shall by and out of the rents and profits thereof pay the rent reserved by the lease thereof, and observe and perform the covenants and conditions in the said lease, and any renewal thereof contained and on the part of the lessee his Exors. Admors or assigns to be observed or performed, and subject

/thereto

thereto shall hold the same premises, as to one undivided moiety thereof, the whole into two equal parts to be divided upon trust to pay unto or permit and empower my said dear wife and her assigns to receive and take another annuity or yearly sum of £30 for and during her life and subject thereto, as to the same moiety upon trust that my said trustees or trustee their Exors. Admors. and assigns do and shall have receive and take during the said term and all renewals thereof a further annuity or yearly sum of £100, and I will and direct that my said Trustees and Trustee their Exors. Admors. and assigns do and shall stand possessed of and interested in the said annuity or yearly sum of £100 TO THE USES and upon the trusts hereinafter declared concerning the same - and subject and charged as aforesaid as to the same undivided moiety of the said Lands and premises UPON TRUST to permit and empower my son Frederick Augustus Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held as he shall happen to live - and from and after his decease UPON TRUST to assign the same moiety subject as aforesaid to such son of the said Frederick Augustus Smith as shall first or alone attain the age of 21 years, and in the meantime until such son shall attain the said Age UPON TRUST to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his own use and benefit, BUT in case the said Frederick Augustus Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son Stephen Henry Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held as he shall happen to live, and from and after his decease UPON TRUST to assign the same, subject as aforesaid to such son of the said Stephen Henry Smith as shall first or alone attain the age of 21 years and in the meantime, until such son shall attain the age of 21 years UPON TRUST to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit - But in case the said Stephen Henry Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son St. George William Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held, as he shall happen to live and from and after his decease UPON TRUST to assign the same to such son of the said St. George William Smith as shall first or alone attain the age of 21 years, and in the meantime until such son shall attain the age of 21 years UPON TRUST to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit - BUT in case the said St. George William Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son Michael Edward Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held as he shall happen to live, and from and after his decease upon trust to assign the same to such son of the said Michael Edward Smith as shall first or alone attain the age of 21 years, and in the meantime until such son shall attain the age of 21 years UPON Trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit But in case the said Michael Edward Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son William Thomas Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held, as he shall happen to live and from and after his decease upon trust to assign the same to such son of the said William Thomas Smith as shall first or alone attain the age of 21 years and in the meantime until such son shall attain the age of 21 years upon trust to pay the rents and profits thereof to the Guardian or Guardians of the time being of

/such

such son, for his or their own use and benefit BUT in case the said William Thomas Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son Richard Jeremiah Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held as he shall happen to live, and from and after his decease upon trust to assign the same to such son of the said Richard Jeremiah Smith as shall first or alone attain the age of 21 years and in the meantime until such son shall attain the age of 21 years upon trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit BUT in case the said Richard Jeremiah Smith shall have no son who shall live to attain the age of 21 years then upon trust to permit and empower my son Kynaston Walter Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held, as he shall happen to live, and from and after his decease upon trust to assign the same to such son of the said Kynaston Walter Smith as shall first or alone attain the age of 21 years and in the meantime until such son shall attain the age of 21 years upon trust to pay the rents and profits thereof to the Guardian or Guardians for the time being of such son for his and their own use and benefit BUT in case the said Kynaston Walter Smith shall have no son who shall live to attain the age of 21 years Then upon trust to permit and empower my son Henry Jeremiah Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the term of years for which the same are held as he shall happen to live and from and after his decease upon trust to permit and empower my Grand son Henry Smith eldest son of my said son Henry Jeremiah and his assigns to receive and take the rents and profits of the same moiety for so many years of the said term of years as he shall happen to live And from and after his decease UPON TRUST to assign the same to such son of my said Grand son Henry as shall first or alone attain the age of 21 years with like application of the rents and profits during his minority as before mentioned touching the Minor sons of my said other sons But in case my said Grand son Henry shall have no son who shall live to attain the age of 21 years Then upon trust to permit and empower my Grand son Carleton Smith 2nd. son of my said son Henry Jeremiah and his assigns to receive and take the rents and profits of the same moiety for so many years of the said term of years as he shall happen to live and from and after his decease upon trust to assign the same to such son of the said Carleton Smith as shall first or alone attain the age of 21 years with like application of the rents and profits during his minority as before mentioned with respect to the son of my Grand son Henry - BUT in case my said Grand son Carleton shall have no son who shall attain the age of 21 years upon trust to permit and empower my Grand son George Smith 3rd. son of my said son Henry Jeremiah and his assigns to receive and take the rents and profits of the same moiety for so many years of the said term as he shall happen to live and from and after his decease upon trust to assign the same to such son of the said George Smith as shall first or alone attain the age of 21 years with like application of the rents and profits during his minority as before mentioned with respect to <sup>said</sup> my/Grand son Henry - But in case my said Grand son George shall have no son who shall attain the age of 21 years then upon trust to permit and empower my Grand son Dudley fourth son of my said son Henry Jeremiah and his assigns to receive and take the rents and profits of the same moiety for so many years of the said term as he shall happen to live, and from and after his decease upon trust to assign the same to such son of the said Dudley Smith as shall first or alone attain the age of Twenty one years with like application of the rents and profits during his Minority as before mentioned with respect to the Minor sons of my Grand son

/Henry



Henry - BUT in case my said Grand son Dudley shall have no son who shall live to attain the age of 21 years Upon trust to assign the same to the 5th or such other son of my son the said Henry Jeremiah Smith as shall first or alone attain the age of 21 years with like application of the rents and profits during his minority as before declared with respect to the Minor sons of my said Grand son Henry - But in case there shall be no such 5th or other son of my said son Henry who shall live to attain the age of 21 years then upon trust to permit and empower my said Son Francis Edward Smith and his assigns to receive and take the rents and profits of the same moiety for so many years of the said term as he shall happen to live and from and after his decease UPON TRUST to assign the same to such son of the said Francis Edward Smith as shall first or alone attain the age of 21 years with the like application of the rents and profits during his minority as before declared with respect to the Minor sons of my said Grandson Henry. But in case my said Son Francis Edward shall have no son who shall live to attain the age of 21 years, then Upon trust to permit and empower my said daughters Catherine Wallace, Elizabeth Montgomery, Matilda Smith Emily Smith and Mary Smith and their respective assigns to receive and take the rents and profits of the same moiety in equal shares and proportions as tenants in common for so many years of the said term as they shall respectively happen to live and after the decease of any or either of them my said Daughters Upon trust to assign the share of her or them so dying to such son or sons of the said daughter or daughters so dying as shall first or alone attain the age of 21 years with like application of the rents and profits during his or their minority as before mentioned with respect to the Minor sons of my Grandson Henry But in case any or either of my said daughters shall have no son who shall attain the age of 21 years then and so often as the same shall happen as to as well the share or respective shares originally limited to the daughter or daughters whose issue shall so fail as the share or respective shares which by virtue of this present Clause shall have become vested in her or them or her or their issue male Upon trust to permit and empower the Survivors of my said daughters and their respective assigns to receive and take the rents and profits of the said respective share or shares in equal proportions as tenants in common for so many years of the said term as they shall respectively happen to live, and after the decease of any or either of such surviving daughters Upon trust to assign the shares last mentioned of her or them so dying to such son or sons of the said last mentioned Daughter or daughters so dying as shall first or alone attain the age of 21 years with like application of the rents and profits during his minority as before mentioned with respect to the Minor sons of my Grandson Henry. But in case all my said daughters but one shall have no son who shall attain the age of 21 years then as to as well the shares originally limited to the daughters whose issue shall so fail as the shares which by virtue of this present Clause shall have become vested in such surviving daughter and her issue male Upon trust to permit and empower such surviving or only daughter and her assigns to receive and take the rents and profits of the entire moiety for so many years of the said term as she shall happen to live, and from and after her decease upon trust to assign the same to the son of such surviving or only daughter who shall first or alone attain the age of 21 years with the like application of the rents and profits during his minority as before mentioned with respect to the Minor sons of my Grand son Henry But in case none of my said daughters shall have a son who shall live to attain the age of 21 years then I direct that the same shall form part of the residue of my personal Estate hereafter bequeathed.

AND as to and concerning the said annuity or yearly sum of £100 charged upon and payable out of the said moiety of the said lands in the County of Tyrone so settled in the first instance for my son Frederick Augustus and his sons as aforesaid To the use of my son the said Michael Edward Smith and his assigns for and during his life and after his decease To the Use of his first and other sons severally and successively according to their respective seniorities in tail male

And for default of such issue to the use of my son the said Stephen Henry Smith and his assigns for and during his life and from and after his decease To the use of his first and other sons severally and successively according to their respective seniorities in tail male, and for default of such issue To the Use of my son the said St. George William Smith and his assigns for and during his life, and from and after his decease, To the use of his first and other sons severally and successively according to their respective seniorities in tail male. And for default of such issue To the use of my son the said William Thomas Smith and his assigns for and during his life, and from and after his decease To the use of his first and other sons severally and successively according to their respective seniorities in tail male, And for default of such issue to the use of my said son Richard Jeremiah Smith and his assigns for and during his life and from and after his decease To the use of his first and other sons severally and successively according to their respective seniorities in tail male and for default of such issue To the use of my son the said Frederick Augustus Smith and his assigns for and during his life and from and after his decease To the use of his first and other sons severally and successively according to their respective seniorities in tail male. And for default of such issue to the use of my said son Kynaston Walter Smith and his assigns for and during his life and from and after his decease To the use of his first and other sons severally and successively according to their respective seniorities in tail male. And for default of such issue To the Use of my said son Henry Jeremiah for life, remainder to my said Grand son Henry for life remainder to his first and other sons successively according to seniority in tail male, Remainder to my Grand son Carleton for life remainder to his first and other sons successively according to seniority in tail male Remainder to my Grandson George for life remainder to his first and other sons successively according to seniority in tail male. Remainder to my Grand son Dudley for life Remainder to his first and other sons successively according to seniority in tail male, Remainder to the 5th and other sons of my said son Henry Jeremiah successively according to seniority in tail male Remainder to my son Francis Edward for life Remainder to his first and other sons successively according to seniority in tail male Remainder to my said daughters during their respective lives with such or the like remainders to their respective issue male and with such or the like Cross remainders between and among my said Daughters and their issue male as hereinbefore expressed and declared of and concerning my said Lands of Annesbrook Johnstown and part of Ardmulchan and on failure of issue male of my said daughters then I will and direct that the said last mentioned annuity shall form part of my residuary real Estate and go with the same as herein after directed -

AND as to and concerning the other undivided moiety of the said Lands of Termonamongan so situate in the County of Tyrone upon such trusts and with and subject to such powers provisoes agreements and declarations as shall as nearly correspond with and be similar to the uses trusts powers provisoes agreements and declarations herein before limited and declared of and concerning the said annuity or yearly sum of £100 so charged on the moiety of the same lands and premises settled in the first instance upon my son Frederick Augustus and his sons as the different tenure and quality of the premises and the rules of Law and Equity will permit but so that the said moiety of the said lands shall not vest absolutely in any person hereby made tenant in tail male by purchase of the said moiety unless such person shall attain the age of 21 years but on his death under that age shall go to devolve and remain in the same manner as if they had been freehold of inheritance included in the grant and limitation herein before contained.

AND as to and concerning my Estate in fee of Mullafin and my Leasehold Estate and interest in the lands of Mullafin both in the County of Meath but which Leasehold Lands of Mullafin are comprised in the Settlement, executed on my marriage with my said wife Elizabeth and are

/settled

settled on my son Stephen in quasi tail male. And also as to the other division of Ardmulcan on the North side of the road held by Francis Murphy Mr. Thomas Mullen and tenants of the Mill upon trust to pay unto or permit and empower my said wife and her assigns to receive and take another annuity or yearly sum of £30 for and during her life ~~and~~ and subject thereto as to the said last mentioned lands and heredit. To the Use of my said son William Thomas Smith and his assigns during his life and after his decease To the Use of his first and other sons severally and successively according to seniority in tail male, And for default of such issue, To the use of my said son Stephen Henry Smith and his assigns for and during the term of his life, And after his decease To the uses herein before declared touching my Estate and Lands of Annesbrook Johnstown and part of Ardmulcan herein before settled and assured from and after the decease of my said son Stephen Henry Smith except the limitation to my said son William Thomas Smith and his first and other sons in tail male or such and so many of the same uses as shall then remain to be executed.

AND as to and concerning my Estate and Lands of Summerhill in the County of Meath held by me for lives renewable for ever To the use of my said son Richard Jeremiah Smith and his assigns during his life and after his decease To the use of his first and other sons severally and successively according to seniority in tail male. And for default of such issue, To the use of my said son Stephen Henry Smith and his assigns for and during the term of his life and after his decease, To the uses herein before declared touching my Estate and Lands of Annesbrook Johnstown and part of Ardmulcan herein before settled and assured from and after the decease of my said son Stephen Henry Smith except the limitations to my said son Richard Jeremiah Smith and his first and other sons in tail male or such and so many of the same uses as shall then remain to be executed.

AND as to and concerning that portion of my said Estate and lands of Newtown called the Deerpark together with the two fields adjoining and Dungooly in the County of Louth and the said annuity of £50 for ever hereby charged on the said other parts of Newtown limited in use in the first instance to my son St. George William and his issue male as aforesaid To the Use of my said son Kynaston Walter Smith and his assigns for and during the term of his life, and after his decease To the use of his first and other sons severally and successively according to seniority in tail male, And for default of such issue To the use of my said son Stephen Henry Smith and his assigns for and during the term of his life and after his decease To the uses herein before declared touching my Estate and lands of Annesbrook Johnstown and part of Ardmulcan herein before settled and assured from and after the decease of my said son Stephen Henry Smith except the limitation to my said Son Kynaston Walter Smith and his first and other sons in tail male or such and so many of the same uses as shall then remain to be executed, And I give devise and bequeath the Lands of Duleek and Carganstown in the County of Meath held by me by Lease under the Thomond family and all my Estate and interest therein unto my son St. George William Smith his heirs executors. admors. and assigns according to the nature of my Estate and interest therein To Hold unto my said son St. George William Smith his heirs Exors. and Admors. subject to the rent and covenants in the Lease under which I hold the same.

AND I Will and direct that the respective annuities herein before provided and charged on my said respective Estates shall be paid and payable half yearly by equal portions and that the first payment thereof respectively shall commence and be made at the expiration of 6 calendar months next after my decease, And I will and direct and hereby give and grant unto the said respective annuitants full powers of distress and entry for recovery of the said annuities when in arrear as are usual in cases of rent reserved upon common demise.

AND I declare that if any person whom I have hereby made tenant in

/tail

tail male of my said Estates or any part thereof shall be now born or shall be hereafter born in my life time then and in every such case I revoke the devise so made to him and in lieu thereof I give and devise the hereditaments comprised in such devise To the use of the same person respectively for the term of his life without impeachment of waste And after his decease To the use of his sons successively according to their respective seniorities in tail male.

I authorise and empower the respective tenants for life of my said Estates when in possession thereof respectively and for my said Trustees during the minority of the respective tenants in tail male entitled in possession to the same Estates respectively to demise or Lease the said lands for any term not inconsistent with the tenure thereof but not exceeding 3 lives or 31 years in possession and not in reversion and at the best improved rent without fine.

AND I authorise and empower my said sons respectively to charge the respective lands and premises hereby limited to them respectively in the first instance when in possession thereof under the limitations aforesaid with any annual sum by way of jointure not exceeding the respective sum of £200 to be charged on such lands respectively and to create and grant all necessary terms of years for effectually securing the same such terms of years respectively to cease with the determination of the said annuities and payment of all arrears thereof and all costs and charges relating thereto but I do hereby expressly declare that my said sons respectively shall have no power to Charge any Estate or Lands to which he or they may become entitled by reason of the failure of any previous limitations of my said Will with any annual sum by way of jointure exceeding in amount the said <sup>annual</sup> sum of £200 it being my Will and intention that the said annual sum of £200 shall be the utmost which any of my said sons shall be empowered to Charge for jointures both upon the lands and hereditaments so limited to them in the first instance and the Lands and hereditaments to which they may become entitled by reason of the failure of any previous limitations thereof.

I Will and direct and hereby request and enjoin my said son Stephen Henry Smith immediately upon my decease to confirm the devise herein contained to my son William Thomas Smith and his issue male of that part of my Leasehold Estate and Lands of Mullafin comprised in my Marriage Settlement ( I having as I conceive given my said Son Stephen Henry Smith much more than an equivalent therefor) and to join my said Trustees and all other necessary parties in settling and assuring the said part of Mullafin to the uses declared concerning same by this my Will, And in case my said Son Stephen Henry if living shall for the space of 6 calendar months next after my decease decline or refuse to comply with the foregoing request and injunction, then I will and direct that each and every of the limitations hereinbefore contained to my said son Stephen Henry and his first and other sons in tail male shall be accelerated and that this my Will shall be read and construed as if my said son Stephen Henry were then dead and had died without leaving issue male him surviving.

I give and bequeath unto my said Trustees and the Survivor of them his Executors and Admors. the sum of £6000 Sterling UPON TRUST as to the sum of £3000 moiety of the said sum of £6000 for my daughter Matilda Smith her Exors. and Admors. to whom I give and bequeath the same and as to the sum of £3000 residue of the said sum of £6000 upon trust for my daughter Emily Smith her Exors. and Admors. to whom I give and bequeath the same. And whereas upon the intended marriage of my daughter Mary Smith I intend to make provision for her, AND WHEREAS it is possible that I may not make such provision for her in my lifetime NOW in case I do not make such provision, I give and bequeath to my said Trustees the sum of £3000 in trust for my said daughter Mary Smith her Exors. Admors. and assigns but in case I shall make provision for my said daughter Mary, then I direct that the said Legacy of £3000 for her shall not be paid, And I give and

bequeath the sum of £500 to my son Kynaston Walter Smith the same to be paid to him in addition to the provision hereby made for him.

I give and bequeath unto my said dear wife one pair of carriage Horses and any one of my carriages she may select. And I also give and bequeath<sup>un</sup> to my said wife all her Watches Jewels trinkets and ornaments of her person and dress and also such part of my plate as she shall consider requisite for her own use.

I give and bequeath unto my sons Stephen Henry, St. George William, Michael Edward, William Thomas, Richard Jeremiah, Frederick Augustus, and Kynaston Walter all the stock of horses cattle farming Utensils and implements of Husbandry which shall be upon the lands and premises to which they shall respectively become entitled immediately upon my decease under this my Will.

AND I give and bequeath unto my son Stephen Henry Smith the residue of my plate and all the House furniture except such furniture as belongs to my said wife Elizabeth and all the fixtures and House Linen of which I shall die possessed. I Will and direct that the said legacies bequeathed to and the provision hereby made for my said wife shall be in addition to the provision made for her by her Marriage Settlement. And I Will and direct that my debts and the legacies hereby bequeathed shall be paid out of the residue of my personal Estate and property and subject thereto I give devise and bequeath all the rest residue and remainder of my Estate and property of what nature or kind soever unto my said Sons Stephen Henry, St. George William, Michael Edward, William Thomas, Richard Jeremiah, Frederick Augustus, and Kynaston Walter, equally to be divided between or among them share and share alike as tenants in common and not as joint tenants their respective heirs Exors. Admors and assigns absolutely. AND I appoint my said son Stephen Henry Smith and St. George William Smith Executors of this my Will AND I declare that the receipt or receipts of my said Trustees for any money paid to them in execution of the aforesaid trusts shall effectually discharge the person or persons paying the same and exempt him her or them from all responsibility in respect of the application thereof And I further declare that if the said Trustees hereby appointed or either of them shall die in my lifetime or if they or either of them or any trustee or trustees appointed as hereinafter provided shall after my death die or be abroad or desire to be discharged or refuse or become incapable to act then and in every such case it shall be lawful for my said wife during her life and after her death for the surviving or continuing Trustees or Trustee for the time being and for this purpose every refusing or retiring trustee shall if willing to Act in the execution of this power be considered a continuing trustee or for the Acting Executors or Executor admors. or administrator of the last surviving or continuing trustee to appoint a New Trustee or new trustees in the place of the trustee or trustees so dying or being abroad or desiring to be discharged or refusing or becoming incapable to Act as aforesaid and upon every or any such appointment as aforesaid all the Estates Monies stocks funds shares and securities then vested in the trustees or trustee for the time being or in the heirs Executors or Admors. of the last surviving or ---- continuing trustee shall be so conveyed, assigned and transferred that the same may be vested in the surviving or continuing trustee or trustees jointly with such new trustee or trustees or in such new trustees. Solely as the case may require, and every trustee appointed as aforesaid may as well before as after the said trust premises shall have been so vested Act and assist in the execution of the trusts and powers of this my Will as fully and effectually to all intents and purposes as if I had hereby constituted him a trustee. AND I declare that the trustees for the time being of this my Will shall be respectively charged only for such monies Stocks funds Shares and Securities as they shall respectively actually receive notwithstanding their signing any receipt for the sake of conformity and shall be answerable and accountable only for their own

/Acts.

Acts receipts neglects and defaults respectively and not for those of each other nor for any Banker Broker or other person with whom or into whose hands any trust monies or securities may be deposited or come nor for the insufficiency or deficiency of any Stocks Funds Shares or securities nor for any other loss unless the same shall happen through their own wilful default respectively and also that the said trustees or trustee for the time being may reimburse themselves and himself or pay and discharge out of the trust premises all expenses incurred in or about the execution of the trusts or powers of this my Will. In WITNESS

Dated 4<sup>th</sup> day of April 1872

Derry 87/6671

**Derry 146**

The Commors of Church Temporal  
in Ireland

to

H. S. Montgomery & R. George Smith  
Esqs

Conveyance in perpetuity  
of the Lands of  
Temonomungan  
County Tyrone

Copied  
1/12

LAND PURCHASE COMMISSION	
RECORD BRANCH.	
BOX	2344
SEN	6 No 2
RECORD No.	1419

228.4.5

See in Bundle

J. J. & E. Reeves  
Sons



# This Indenture

made the fourth day of September one thousand eight hundred and seventy two

Between The Commissioners of

Church Temporalities in Ireland






of the one part and Hugh Lyons or Montgomery of Belhavel in the County of Leitrim Esquire and St George Smith of Green Hills in the County of South Esquire Trustees named in the last Will and Testament of Henry Smith of Aunesbrook Esquire deceased hereinafter called "the said Purchasers" of the other part

Whereas by Indenture of Demise bearing date the nineteenth day of November one thousand eight hundred and seventy and made between The Right Reverend Father in God William Lord Bishop of Down and Raphoe of the one part and the said Purchasers Trustees named in the last Will and Testament of Henry Smith of Aunesbrook Esquire then deceased which said Henry Smith was Assignee of The Reverend William S. Hamilton but subject to the trusts in the said Will mentioned of the other part. The said William Lord Bishop of Down and Raphoe for the considerations therein mentioned did demise unto the said Purchasers in their capacity as Trustees as aforesaid the Lands hereditaments and premises therein and hereinafter mentioned. To hold the same with the appurtenances unto the said Lessees as such Trustees their executors and assigns from the first day of November one thousand eight hundred and seventy for and during the term of twenty one years subject to the payment of the yearly Rent of Twenty one pounds four shillings and seven pence to be paid at four several days in the year that is to say the first day of February the first day of May the first day of August and the first day of November in every year by four equal portions over and above all Public taxes and impositions whatsoever together with twelve pence in the pound Receivers fees under and by virtue of which said Indenture the said Purchasers are now in the actual possession of the said Lands and premises. And whereas pursuant to the provisions of the "Irish Church Act 1869" the said William Lord Bishop of Down and Raphoe commuted his life Interest as such Lord Bishop who upon all the Temporalities of the said See of Down became absolutely vested in the said Commissioners of Church Temporalities in Ireland parties hereto and whereas the said Purchasers being duly authorized and entitled in that behalf under and by virtue of the several Acts of Parliament in force for altering and amending the Laws relating to the Temporalities of the Church of Ireland did on or about the fourth day of March one thousand eight hundred and seventy two by notice in writing under their hand bearing date the said twentieth day of February one thousand eight hundred and seventy two notify to the said Commissioners of Church Temporalities in Ireland that they the said Purchasers were ready and willing to purchase the Fee simple and Inheritance of and in the said Lands and premises pursuant to the provisions of the said acts and upon the terms and in the manner authorized thereby. And whereas the said Commissioners of Church Temporalities in Ireland pursuant to the provisions of the said acts and to the several duties powers and authorities thereby and by the "Irish Church Act 1869" imposed upon and vested in them have duly proceeded to ascertain the amount of the purchase money to be paid by the said purchasers as the consideration for the purchase of the Fee simple and Inheritance of and in the said Lands and premises and of the annual Rent to be reserved and made payable thereout as herein after mentioned and the said Commissioners of Church Temporalities in Ireland have granted to the said Purchasers a Certificate under their Common Seal bearing date the seventeenth day of May one thousand eight hundred and seventy two stating and certifying amongst other things that the amount of the purchase money to be paid by the Purchasers as the consideration for the purchase

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 Of the Fee Simple and Inheritance of and in the said Lands and premises was  
 Two thousand two hundred and forty seven pounds and seven pence and that the  
 amount of the annual rent to be reserved and made payable in and by the ~~or~~ Deed  
 or Deeds of Conveyance to be executed to them the said Purchasers was Two hundred  
 and twenty eight pounds four shillings and five pence, ~~and whereas~~ the said Commission-  
 ers of Church Temporalities in Ireland have pursuant to the said acts duly notified  
 in Writing to His Excellency the Lord Lieutenant of Ireland in Council the terms and  
 particulars of the said proposed purchase of the said Lands and premises and the said  
 purchase money to be paid in respect thereof and the said annual Rent to be hereafter  
 reserved from and out of the said Lands and premises together with the amount of the  
 annual Rent, and the average annual Renewal fine heretofore payable in respect of said  
 Lands and premises, ascertained as in and by said acts is directed, and the said Lord  
 Lieutenant in Council has duly signified his approval thereof, ~~and whereas~~ the said  
 Purchasers being unwilling to pay or advance the said sum of Two thousand two  
 hundred and forty seven pounds and seven pence the amount of the said purchase money  
 have proposed to the said Commissioners of Church Temporalities in Ireland under and  
 by virtue of the provisions of the said acts in lieu of paying the said sum of Two  
 thousand two hundred and forty seven pounds and seven pence to grant to the said  
 Commissioners of Church Temporalities in Ireland (being the persons entitled to receive  
 the same) a Mortgage of the said Lands and premises hereinafter mentioned and all their  
 Estate and interest therein, subject nevertheless to the said annual Rent of Two hundred  
 and twenty eight pounds four shillings and five pence for securing the payment of the said  
 sum of Two thousand two hundred and forty seven pounds and seven pence with interest  
 thereon at Five pounds per cent per annum (reducible to Four pounds per cent per  
 annum as in said Indenture of Mortgage mentioned) and the said Commissioners of  
 Church Temporalities in Ireland have agreed to accept such Mortgage - ~~and~~  
~~whereas~~ as well all and singular the matters and things hereinbefore mentioned  
 as all other acts deeds matters and things whatsoever necessary or proper to be  
 done or performed, or in order or previous to the Completion of such purchase  
 as aforesaid have been duly and fully done and performed pursuant to the  
 provisions of the said acts and according to the true intent and meaning thereof  
**Now** This Indenture witnesseth that the said Commissioners of Church  
 Temporalities in Ireland pursuant to and by virtue and authority of the said  
 Acts and in consideration of the said sum of Two thousand two hundred and forty  
 seven pounds and seven pence Sterling the amount of the said purchase money so  
 secured or to be secured to the said Commissioners of Church Temporalities in Ireland  
 their Successors and assigns by Indenture of Mortgage of even date herewith and  
 made between the said Purchasers of the one part and the said Commissioners of Church  
 Temporalities in Ireland of the other part, and in consideration of the annual Rent  
 and Covenants hereinafter reserved and contained on the part of the said Purchasers  
 their heirs and assigns to be paid done and performed **Do** by these presents Grant  
 bargain sell assign convey release and confirm unto the said Purchasers and  
 to their heirs ~~all that and those~~ that Territory or Precinct of Land called the  
 Tannon or Greenagh Lands of Tannonanungate, containing Two Tannons and  
 one Sessioagh of Land (excepting the House belonging to the Rector of Tannonanungate  
 aforesaid and Twenty acres of Land lying convenient to said House which was  
 made Glebe to The Reverend William Reed formerly Rector thereof pursuant  
 to act of Parliament, and as the same was heretofore devised (and not  
 otherwise) by the late William Lord Bishop of Down to the said  
 Henry

Henry Smith by the name and description aforesaid, situate lying and being in the Barony of  
 Strabane and County of Tyrone, or by whatsoever name or names they or any of them have been  
 called or known, now in the tenure or occupation of the said Purchasers or their undertenants  
 with all and singular the Castles houses buildings Mills <sup>or mills</sup> gardens meadows pastures ways paths  
 passages waters watercourses royalties mines minerals quarries mosses trees woods underwoods  
 turf turf bogs Commons Commonable rights hedges ditches fences mounds liberties privileges profits  
 Commodities advantages easements and appurtenances whatsoever to the said Lands tenements and  
 premises hereby released and conveyed or intended so to be, or to any of them or any part thereof  
 respectively belonging or in any wise appertaining or with the same or any part thereof now or  
 at any time heretofore usually had occupied or enjoyed, or accepted reputed deemed taken or known  
 as part parcel or member thereof or of any of them respectively, and the reversion and reversions  
 remainder and remainders yearly and other rents issues and profits of the said Lands tenements  
 and premises hereby released and conveyed or intended so to be, and every part and parcel of  
 the same with their and every of their appurtenances and all the estate right title interest use  
 trust inheritance property possession claim and demand whatsoever both at law and in equity  
 or otherwise howsoever of them the said Commissioners of Church Temporalities in Ireland of  
 in to or out of or upon the said Lands tenements and premises with their and every of their  
 appurtenances, subject however to the covenants and provisions hereinafter contained in relation to  
 mines and quarries of marble or slate which may hereafter be opened and worked in on or  
 under the said Lands tenements and premises and the rents to be reserved thereout) - **To**  
**have and to hold** the said lands tenements and premises and all other the premises hereby  
 released and conveyed or intended so to be, with their and every of their appurtenances unto the  
 said purchasers and their heirs, to the use of them the said Purchasers their heirs and assigns  
 for ever in as full large ample and beneficial a manner as the said Commissioners of Church  
 Temporalities in Ireland have or may or can have power or authority to grant release or  
 convey the same under and by virtue of the said acts. They the said Purchasers their heirs and  
 assigns, yielding and paying therefor and thereout yearly and every year unto the said  
 Commissioners of Church Temporalities in Ireland and their Successors and assigns for ever  
 the yearly rent or sum of Two hundred and twenty eight pounds four shillings and five pence  
 Sterling or such increased or diminished yearly rent or sum as shall or may from time to time  
 or at any time hereafter be substituted in the place or stead of the said reserved rent pursuant  
 to the provisions for that purpose contained in said acts, the said reserved yearly rent or such  
 increased or diminished yearly rent so to be substituted in place thereof to be paid and payable  
 by four even and equal quarterly payments in every year that is to say on the first day of  
 February first day of May, first day of August and first day of November in each and every  
 year clear over and above all quit and Crown rent, Rates taxes charges assessments and  
 deductions whatsoever as well present as future the first quarterly payment thereof to be  
 made on whichever of the said gale days shall occur next ensuing the date hereof, **And**  
 the said Purchasers do hereby for themselves their heirs executors and assigns covenant  
 promise and agree with and to the said Commissioners of Church Temporalities in Ireland  
 their Successors and assigns that they the said Purchasers their heirs and assigns shall and  
 will from time to time and at all times hereafter, well and truly pay or cause to be paid  
 unto the said Commissioners of Church Temporalities in Ireland, and their Successors and  
 assigns the said yearly rent hereby reserved and made payable, or such other rent as shall  
 or may be substituted for the same as aforesaid, upon and at the several days and times  
 and in the manner hereinbefore respectively provided for payment of the same, **And** if it  
 shall happen that the said yearly rent hereby reserved, or such other rent as shall or  
 may be substituted for the same as aforesaid, or any part or parts thereof respectively  
 shall be in arrears or unpaid for or by the space of twenty one days, next after either

On any of the said days whereon the same ought to be paid as aforesaid that then  
 and so often as it shall so happen, it shall and may be lawful to and for the said  
 Commissioners of Church Temporalities in Ireland their Successors and assigns  
 into the said Lands and premises hereby granted and conveyed or any part thereof  
 to enter and distrain and the distress and distresses then and there found to take lead  
 drive and carry away and thereof to dispose according to Law, and for want of sufficient  
 distress on the said hereby granted and conveyed premises to be had then into the  
 same premises or any part thereof, in the name of the whole to re-enter and the same  
 to have again repossess and enjoy as in their former Estate any thing herein contained  
 to the contrary in any wise notwithstanding. And the said Purchasers do hereby for  
 themselves their heirs executors and assigns, Covenant and agree with the said  
 Commissioners of Church Temporalities in Ireland their Successors and assigns that  
 if at any time hereafter any mine or mines, or any quarry or quarries of marble or  
 slate in on or under the Lands and premises hereby granted and conveyed shall be  
 opened and worked, or any profit or produce derived therefrom, then and in that  
 case the said Purchasers their heirs and assigns, shall and will over and above  
 the said annual Rent hereby reserved or such other rent as shall or may be substi-  
 tuted for the same as aforesaid, yield and pay unto the said Commissioners of Church  
 Temporalities in Ireland their Successors and assigns a further and additional Rent  
 equal in amount to one moiety of any Royalty or other Rent which shall be reserved  
 out of such mines or quarries under any Lease or Contract for a Lease which the  
 said Purchasers their heirs or assigns shall at any time, or from time to time here-  
 after make or execute with or to any person or persons Body Politic or Corporate  
 or Joint Stock Company who shall undertake the opening and working of such  
 mines or quarries. And the said Purchasers for themselves their heirs executors  
 and assigns, do further Covenant and agree with the said Commissioners of Church  
 Temporalities in Ireland their Successors and assigns, that in case the said Purchasers  
 their heirs or assigns shall not make or execute any such Lease or Contract as aforesaid  
 but shall by themselves or their Agents or Workmen open and work any mine or  
 mines, or any quarry or quarries of marble or slate, in on or under the said Lands  
 and premises hereby granted and conveyed or any part of them that then and in  
 such case they the said Purchasers their heirs and assigns, shall and will over and  
 above the said yearly Rent of Two hundred and twenty eight pounds four shillings  
 and five pence or any Rent which shall hereafter be substituted in lieu thereof  
 pursuant to the provisions of the Statutes in that behalf yield and pay to the said  
 Commissioners of Church Temporalities in Ireland their Successors and assigns an  
 additional <sup>annual</sup> Rent equal in amount to one moiety of such Royalty Rent as has been  
 heretofore usually reserved by the Ecclesiastical Commissioners for Ireland under Leases  
 of mines or Quarries of a similar nature, and under like Circumstances to or with  
 those which shall be so opened and worked by the said Purchasers their heirs or  
 assigns aforesaid. provided always and it is hereby agreed between the parties  
 hereto that such additional Rent shall be subject to be increased or diminished at  
 the expiration of twenty one years from the time when the same shall first  
 become payable as aforesaid according to the increase or diminution of the net  
 profits or produce which shall be derived from the working of such mines or  
 quarries, and that in like manner, at the expiration of each successive period  
 of twenty one years a similar variation in such additional Rent shall be  
 made, and that such diminished or increased additional Rent shall be  
 payable during the term of twenty one years then next succeeding and

also

And that all the powers and remedies hereinbefore contained for recovery of the said Rent of Two hundred and twenty eight pounds four shillings and five pence hereby reserved shall apply to and be available for recovery of such additional Rent and that such additional Rent shall be paid and payable on the same days and times and in like manner as said original Rent of Two hundred and twenty eight pounds four shillings and five pence is hereinbefore reserved and made payable, ~~And whereas~~ the said Commissioners of Church Temporalities in Ireland at the request of the said Purchasers have pursuant to the provisions of the said acts calculated and ascertained upon the Returns advertised in the Dublin Gazette for a period of ten years immediately preceding the first day of May one thousand eight hundred and seventy one, being the first day of May next before the service by the said Purchasers of the said Notice first above mentioned, the average price of oats being the Corn principally grown in the said County of Tyrone for the said period of ten years and have ascertained the said average price to be Fourteen shillings and one penny per Barrel. Now the said Commissioners of Church Temporalities in Ireland have at the said request of the said Purchasers directed the said average price of Fourteen shillings and one penny per Barrel to be inserted in this present Deed of Conveyance and the same is herein inserted accordingly, ~~In Witness whereof~~ the said Commissioners of Church Temporalities in Ireland have hereunto affixed their Corporate Seal, and the said Purchasers have hereunto set their hands and Seals the day and year first in these presents Written.

Scaled and delivered by the  
said Commissioners of Church  
Temporalities in Ireland in presence  
of

*Wm. Waldron*



Signed Scaled and delivered by the  
said Purchasers in presence of  
Hugh Lyons Montgomery in presence

of  
John O'Neill  
James Ballyshannon  
William A. Grogan  
John L. Keenan

*Hugh Lyons Montgomery*

Signed sealed and delivered by the  
said St. George Smith in presence

of  
Ralph Smyth

*St. George Smith*

DATED the 31st. day of December 1960

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Copy/

SETTLEMENT

- on the marriage of -

FITZHENRY AUGUSTUS SMITH, Esq., with  
MISS KATHLEEN MURIEL TRAVERS.

LAND PURCHASE COMMISSION
REC'DS BRANCH
BOX 2344
File A No 5
Invoice No. No 1419

Burch & Co.,  
5, Bolton Street,  
W.I.

Copied by  
Dickie & Carson,  
Solicitors,  
Cough.



of Two hundred pounds and from and after the re-marriage of the said Kathleen Muriel Travers the yearly rent charge of Fifty pounds such yearly rent charges to be charged upon and issuing out of the said Killeter and Dungooley Estates AND ALSO the yearly rent charges following that is to say If and so long as the said Kathleen Muriel Travers shall remain a widow the yearly rent charge of Two hundred pounds and from and after the re-marriage of the said Kathleen Muriel Travers the yearly rent charge of Fifty pounds such last mentioned rent charges of Two hundred pounds and One hundred pounds respectively to be charged upon and issuing out of the said Mullaghfin Estate all the said several rent charges to be in full for her jointure and in bar of all dower and free-bench and to be considered as accruing from day to day but to be payable by four equal quarterly payments without any deduction the first of such payments as to each of the said respective rent charges of Two hundred pounds to be made at the end of three calendar months from the death of the said FitzHenry Augustus Smith and as to the said respective rent charges of One hundred pounds to be made at the end of three calendar months from the re-marriage of the said Kathleen Muriel Traver provided that the said Kathleen Muriel Travers shall not during her intended coverture have power to dispose of or charge the said respective rent charges or any of them by way of anticipation AND TO THE FURTHER USE that if any of the said several yearly rent charges hereinbefore limited and which shall take effect or any part thereof shall at any time be unpaid for twenty one days after any of the times hereby appointed for the payment thereof then and so often it shall be lawful for the said Kathleen Muriel Travers and her assigns to enter into and distrain upon the respective lands and hereditaments charged with the rent charge so in arrear or any part thereof And to dispose according to law of the distress or distresses then and there found to the intent that thereby or otherwise the said rent charge so in arrear and all costs and expenses occasioned by the non-payment thereof may be fully paid and satisfied AND TO THE FURTHER USE THAT if any such rent charge which shall take effect or any part thereof shall at any time be unpaid for forty days after any of the times hereby appointed for the payment thereof then and so often although there shall not have been any legal demand made thereof it shall be lawful for the said Kathleen Muriel Travers or her assigns to enter into or upon and to hold the lands and hereditaments hereby charged with the rent charge so in arrear or any part thereof and to receive the rents and profits thereof until such rent charge and the arrears thereof due at the time of such entry or afterwards to become due during her or their being in possession of the same lands or hereditaments shall thereby or otherwise be fully paid and satisfied together with all costs and expenses occasioned by the nonpayment thereof such possession when taken to be without impeachment of waste and subject and charged as hereinbefore is mentioned TO THE USE of the said FitzHenry Augustus Smith his heirs and assigns for ever AND IT IS HEREBY AGREED AND DECLARED that the said lands and hereditaments are hereinbefore limited to the said Hugh Mortimer Travers and Ernest St. George Smith for the said term of One thousand years Upon Trust that if and so often as either of the said rent charges or any part thereof respectively shall be unpaid for sixty days after any of the times hereinbefore appointed for the payment thereof then the said Hugh Mortimer Travers and Ernest St, George Smith or the survivor of them or their or his Executors administrators or assigns shall by and out of the rents and profits of the portion of the said lands and hereditaments charged with the rent charge so in arrear or by the sale of the thereon or the minerals thereunder or by a mortgage of the said portion of the said lands and hereditaments or any part thereof for all or any part of the said term or by all or any of the means aforesaid raise and pay the rent charge so in arrear and all arrears thereof then due or which shall during their or his continuance in possession accrue due and all costs and expenses occasioned

/by

by the nonpayment thereof or incurred in the execution of the trusts of the said term or otherwise relating thereto and shall pay the surplus of the monies to be raised as aforesaid to the person or persons for the time being entitled in reversion immediately expectant on the said term to the lands and hereditaments comprised therein And subject as aforesaid shall permit the rents and profits of the same lands and hereditaments or such part or parts thereof as shall not for the time being be wanted for the purposes aforesaid to be received by the person or persons for the time being entitled to the same lands and hereditaments in reversion immediately expectant upon the same term AND IT IS HEREBY DECLARED that the power of appointing new Trustees of these presents shall be vested in the said Kathleen Muriel Travers during her life I N WITNESS whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED SEALED AND DELIVERED )  
by the said FitzHenry Augustus )  
Smith in the presence of:- )

A.V. Montgomery, Solr.  
13, Molesworth St. Dublin.

Wm. J. Molley, Law Clerk,  
13, Molesworth St. Dublin.

FITZ. H. A. SMITH (SEAL)

KATHLEEN MURIEL TRAVERS (SEAL)

(SEAL)

(SEAL)

SIGNED SEALED AND DELIVERED )  
by the said KATHLEEN MURIEL )  
TRAVERS in the presence of:- )

Gertrude L. Thelwall, Widow,  
5, King's Road,  
Brownswood Park, London, N.

Eleanor Louisa Devaney, widow,  
c/o Sir J. McGrigor, Bart.  
25, Charles Street,  
St. James' Square, London.

SIGNED SEALED AND DELIVERED )  
by the said Captain Hugh )  
Mortimer Travers in the pre- )  
sence of:- )

REGISTERED in the Registry of Deeds Dublin at 29 minutes after 2 o'clock on the 20th day of January 1910 Book No. 224.

W. H. Drennan, A.R.



Dated 7th. November, 1930

Smith and for a  
of us with pres  
his presence and  
e subscribed our names

6

ca  
Copy/

PROBATE OF THE WILL  
and three Codicils  
of  
FITZ HENRY AUGUSTUS SMITH Esquire.

LAND PURCHASE COMMISSION	
RECORD BRANCH.	
BOX	2344
SCH	A No 6
RECORD No	1419

Extracted by  
Burch & Co.,  
6 Bolton Street  
London W.1.

Copies by:-  
Dickie & Carson,  
Solicitors,  
Onagh.

IN HIS MAJESTY'S HIGH COURT OF JUSTICE.

THE PRINCIPAL PROBATE REGISTRY.

BE IT KNOWN that FitzHenry Augustus Smith of Besborough  
Devizes in the County of Wilts died there on the 6th day of  
September 1930.

AND BE IT FURTHER KNOWN that at the date hereunder written  
the last Will and Testament with three Codicils thereto (a  
copy whereof is hereunto annexed) of the said deceased was  
proved and registered in the Principal Probate Registry of His  
Majesty's High Court of Justice and that Administration of  
all the Estate which by law devolves to and vests in the  
personal representative of the said deceased was granted by  
the aforesaid Court to Coutts and Company the sole Executor  
named in the said Will.

And it is hereby certified that an Affidavit for Inland  
Revenue has been delivered wherein it is shewn that the gross  
value of the said Estate in Great Britain (exclusive of what  
the said deceased may have been possessed of or entitled to as  
a Trustee and not beneficially) amounts to £8,3602. 7. 9.

And it is further certified that it appears by a Receipt  
signed by an Inland Revenue Officer on the said Affidavit  
that £15768. 10. 9 on account of Estate Duty and interest on  
such duty has been paid.

Dated the 7th. day of November 1930.

H. F. O. Norbury.

Registrar.

(SEAL of the  
Probate Division  
of the High Court  
of Justice.  
Principal Registry)

The deceased died domiciled in England.

H. F. O. Norbury.  
Registrar.

NOTED PURSUANT TO ORDER DATED  
31st. March 1931.

Extracted by Burch & Co. 6 Bolton St. W.1.

PROBATE ENGROSSMENT.

Edinburgh, 8th. April 1931. I William Petrie,  
Depute Commissary Clerk of the County of Edinburgh  
hereby certify that this Grant of Probate has been  
produced in the Sheriff Court of the said County,  
and that a copy thereof has been deposited with me.

Fee 20/- pd.

W. Petrie.

(Seal )

1. I FITZ HENRY AUGUSTUS SMITH formerly of Bessboro  
Balrath in the County of Meath but now of Bessboro Devizes  
in the County of Wilts Esquire HEREBY REVOKE all Wills and  
testamentary dispositions heretofore made by me AND DECLARE  
this to be my last Will and testament which I make this  
Twenty first day of March One thousand nine hundred and  
twenty eight.

2. I APPOINT COUTTS & Co. ( hereinafter referred to as  
"the Bank") to be the EXECUTOR and TRUSTEE of this my Will  
I DECLARE that the Bank may act by its proper officer or  
officers and also that the Bank or its officer or officers  
need not act personally but may employ and pay a Solicitor  
broker or other agent to transact all or any business .....  
required to be done with regard to my estate and shall be  
entitled to be paid all charges and expenses thereby incurred  
In any case in which a Solicitor is employed by the Bank it  
is my wish that the firm of Burch & Company of 6 Bolton  
Street London shall be employed AND I FURTHER DECLARE that  
the Bank shall be entitled to remuneration for its services  
as Executor and Trustee in accordance with its scale of fees  
in force at the date of its entering on the trust

3. I GIVE to my wife Kathleen Muriel Smith the sum of Five  
hundred pounds and to my nephew Cecil Henry Briscoe (herein-  
after called my said Nephew) the sum of Three hundred pounds  
to be paid to them as soon as may be after my death for their  
respective immediate requirements and in priority to all  
other bequests hereby made.

4. I BEQUEATH to my said Nephew free of all death duties  
my rods and fishing tackle my guns and my motor car

5. I GIVE to my Wife for her life free of all death duties  
payable upon my death the articles hereinafter mentioned  
that is to say my big silver salver my old family tea and  
coffee service and the Annesbrooke sideboard and all pictures  
of members of my family and after her death I BEQUEATH the  
said salver tea and coffee service and sideboard to my said

/Nephew

Nephew absolutely and all the aforesaid pictures of members of my family to Colonel Ernest St. George Smith of Duleek House County Meath Ireland

6. I BEQUEATH to my wife for her own use and benefit absolutely and free of all death duties all my furniture linen china glass books manuscripts and the rest of my plate and plated articles and pictures and all my horses cars and all other articles of personal domestic or household and stable garage and garden use or ornament and I have made this gift to my Wife in the confidence that she will give to my said Nephew after her death such of these things which belong to me as she may feel that I should like him to have so that they may continue in my house and in my family

7. I BEQUEATH to my said Wife free of all death duties payable on my death an annuity of One thousand pounds and I DIRECT that this annuity is to be in lieu of and in .... substitution of the Jointure of Four hundred pounds per annum payable to her under the terms of my Marriage Settlement Such annuity of One thousand pounds to commence from my death and to be payable by quarterly payments the first payment thereof to be made at the expiration of three calendar months from the date of my death

8. I BEQUEATH the following annuities free of all death duties payable on my death namely To my old groom Henry Smith during his life an annuity of Forty five pounds and to Joseph Ferguson (to whom I have paid a pension during my life) during his life an annuity of Fifteen pounds such respective annuities to commence from the date of my death and to be payable by the Bank by weekly monthly or quarterly payments as the Bank may in the interests of the Annuitants think fit

9. I EMPOWER the Bank to provide for the said annuities by setting apart as an annuity fund such investments as the Bank think fit to answer the same and any annuity so provided for shall cease to be a charge upon my residuary estate and

/shall

shall become charged solely on the capital and income of the investments so set apart And upon the cesser of any annuity the annuity fund or so much (if any) thereof as the Bank do not think it necessary to retain to answer any remaining annuity shall fall into and form part of my residuary estate.

10. I BEQUEATH to the Rector and Churchwardens for the time being of the Church of Ireland Parish of Duleek free of death duties the sum of One hundred pounds the same to be invested in Trustees securities and the income to be applied to augment the stipend of the Officiating Clergymen for the said Parish. AND I DIRECT that if the said Church is closed and the services therein discontinued the Income from the said bequest shall not be paid to any other Parish but the said Capital sum of One hundred pounds or the investments representing it shall be paid to the Cottage Hospital Devizes for the purposes of the said Hospital AND I DIRECT that the receipt of the Treasurer for the time being of the said Hospital shall be a full and sufficient discharge for any moneys paid to them under this clause AND I FURTHER DIRECT that the decision of the Bank as to whether the said Church has been closed and the services therein discontinued shall be absolutely final in all respects.

11. I BEQUEATH the following legacies free of all death duties payable on my death namely

(a) To my cousin Mrs. Emily Cook the sum of Two hundred pounds

(b) To my said nephew Six thousand pounds

(c) To Colonel Ernest St. George Smith the sum of Two hundred pounds and to the Reverend Charles Horatio

Walter Hamnekk the sum of One hundred pounds as a recognition of their kindness in acting as Trustees of my settled property in the County of Meath

12. I BEQUEATH to the Bank free of all death duties payable on my death the sum of Six thousand pounds AND I DIRECT that such sum of money shall carry interest thereon

at the rate of Four per centum from the date of my death until the same shall be set aside or invested AND I FURTHER DIRECT that the Bank shall hold the said sum of Six thousand pounds UPON TRUST to invest the same in the name or under the control of the Bank in or upon any of the investments hereby authorised with power to vary or transpose such investments into others of a nature hereby authorised to pay the income thereof to my brother Otto William Smith during his life on Protective Trusts and after his death such sum and the investments for the time being representing the same shall fall into and form part of my residuary estate.

13. I DEVISE all that messuage or dwellinghouse and grounds formerly known as Park Dale and now as Bessboro Together with the entrance lodge and carriage drive gardens and paddock and private pathway thereto belonging situate in the Borough of Devizes in the County of Wilts and all other lands belonging to me in the said County To the Bank UPON TRUST that they shall permit my said Wife to have the use thereof during her life she paying the rates taxes and outgoings for the same and keeping the same properly insured against fire and in good repair to the satisfaction of my Trustees but otherwise rent free and from and after her death IN TRUST for my said Nephew absolutely.

14. I DEVISE BEQUEATH AND APPOINT All the real and personal property not hereby or by any Codicil hereto otherwise disposed of or to which I shall be seised possessed or entitled at my death or over which I shall then have a general power of appointment or disposition by Will Unto and to the use of the Bank their successors and assigns upon the trusts and with and subject to the powers and provisions hereinafter declared of and concerning the same.

15. THE Bank shall sell call in and convert into money the said real and personal property at such time or times and in such manner as they shall think fit (but as to reversionary property not until it falls into possession unless it shall appear to the Bank that an earlier sale would /be

be beneficial) with power to postpone the sale calling in or conversion of the whole or any part or parts of the said property during such period as they shall think proper and to retain any investments existing at my death without being responsible for loss AND I DIRECT that the income of such of the same premises as for the time being shall remain unsold shall from my death be applied as if the same were income arising from investments hereinafter directed to be made of the proceeds of sale thereof and that no reversionary or other property not actually producing income shall be treated as producing income for the purposes of this my Will.

16. THE Bank shall out of the moneys to arise from the sale calling in and conversion of or forming part of my said real and personal property and out of my ready money pay my funeral and testamentary expenses and debts and the legacies heretofore given by this my Will or any Codicil thereto and make provision for the payment of any annuities so bequeathed

17. THE Bank shall invest the residue of the said moneys (which moneys and the property for the time being representing the same are hereinafter called the Trust Fund) in the name or under the control of the Bank in or upon any of the investments hereby authorised with power to vary or transpose such investments for or into others of a nature hereby authorised.

18. THE Bank shall hold one moiety of the trust fund UPON TRUST to pay the income thereof to my said wife during her life and after her death shall stand possessed of the capital and income of such moiety upon the trusts and subject to the powers and provisions herein declared and contained concerning the other moiety of the trust fund.

19. THE Bank shall hold the other moiety of the Trust Fund upon the following trusts namely:-

- (a) UPON TRUST to pay the income thereof to my said Nephew during his life
- (b) AFTER his death as to both the capital and income of the said moiety in trust for all or such one or more exclusively of the others or other of the issue of my /said

said Nephew whether children or remoter descendants at such age or time or respective ages or times if more than one in such shares and with such trusts for their respective benefit and such provisions for their respective advancement and maintenance and education at the discretion of any person or persons as my said Nephew shall from time to time by any Deed or Deeds revocable or irrevocable or by Will or Codicil appoint.

(c) IN default of and subject to any such appointment as aforesaid IN TRUST for all or any the children or child of my said Nephew who being male attain the age of twenty one years or being female attain that age or marry and if more than one in equal shares.

(d) I DIRECT that any child of my said Nephew who or whose issue takes any part of the said moiety under any appointment by my said Nephew shall not in the absence of any direction to the contrary take any share in the unappointed part without bringing the share or shares appointed to him or her or his or her issue into hotchpot and accounting for the same accordingly.

(e) MY said Nephew may notwithstanding the Trusts hereinbefore contained from time to time by deed or will appoint to his present wife who may survive him during the residue of her life or any less period all or any part of the annual income of the said moiety and of so much thereof as shall not before his death have been paid or applied under any of the powers hereinbefore contained and upon any such appointment the trusts and powers herein limited to take effect after the death of my said Nephew shall take effect subject to any interest limited by such appointment.

20. ANY moneys liable to be invested under the trusts of this my Will may be invested by the Bank in the purchase of or upon the mortgage of

(a) Stocks funds bonds or securities of or guaranteed by the Government of Great Britain or India or any British Colony or Dependency including Egypt or the United States

/of

of America or any Foreign Government or any State or Province forming part of any such Country or Government.

(b) Stocks funds bonds or securities of any Municipal or other Corporation or public body wherever situate

(c) Debentures debenture stock or rent charge or guaranteed or preference stock or shares of any Company or Corporation incorporated by Royal Charter or Special Act or under any General Act or Acts of the Imperial Parliament or the Legislature of India or any Province thereof or any British Colony or Dependency including Egypt or incorporated under the laws of any of the United States of America.

(d) Ordinary or deferred stocks or shares of any Railway or other Company which stocks or shares have paid a dividend of three per cent at least on its ordinary stocks or shares during five years previously to such investment or in or upon

(e) Mortgages of any immovable or real or leasehold property in any part of Great Britain or Ireland India or the United States of America such leaseholds having a term of not less than fifty years unexpired at the date of investment or of

(f) Any life interest in any property whether movable or immovable real or personal coupled with policy or policies of insurance of the life or lives for which the property is held

21. I DIRECT that all gifts to my wife in my Will or any Codicil thereto shall be handed over to her or shall be paid to her in priority to any other gifts should my estate not be sufficient to provide in full for all gifts in my Will or any Codicil thereto

IN WITNESS whereof I the said Fitz Henry Augustus Smith have hereunto set my hand

FITZ H. A. SMITH

SIGNED by the said Fitz Henry Augustus Smith the Testator as and for his last Will in the presence of us both present

/at

at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our names as Witnesses

WILLIAM G. F. NELSON Solicitor 6 Bolton Street London  
C. RIDPATH his Clerk.

1. I FITZ HENRY AUGUSTUS SMITH of Bessboro Devises in the County of Wilts Esquire DECLARE this to be a Codicil which I make this twenty second day of March One thousand nine hundred and twenty nine to my Will which is dated the Twenty first day of March One thousand nine hundred and twenty eight

2. I REVOKE clause 8 of my said Will and in lieu thereof I BEQUEATH the following annuities free of all death duties payable on my death namely To my old groom Henry Smith during his life an annuity of Fifty two pounds and to Joseph Ferguson (to whom I have paid a pension during my life) during his life an annuity of Twenty five pounds AND I DIRECT that after the death of the said Joseph Ferguson the annuity of Twenty five pounds shall be paid to his sister Matilda Ferguson during her life such respective annuities to commence from the date of my death and to be payable by the Bank by weekly monthly or quarterly payments as the Bank may in the interests of the Annuitants think fit AND I DECLARE that the provisions of Clause 9 of my said Will shall apply to the annuities bequeathed by this clause

3. I BEQUEATH to Colonel Ernest St. George Smith the sum of Seven hundred pounds free of legacy duty in lieu of the sum of Two hundred pounds bequeathed to him by Clause 11 (c) of my said Will.

4. I DIRECT that the annuities bequeathed to my wife Kathleen Muriel Smith and my old servants shall be paid in priority to any other pecuniary gifts bequeathed by my said Will or this or any other Codicil thereto

IN WITNESS whereof I have hereunto set my hand the day and year first above written

FITZ H. A. SMITH

SIGNED by the said Testator as and for a Codicil to his last Will and Testament in the presence of us both present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses.

BESSIE BURGE Housekeeper Besborough Devises.

FLORENCE MASLEN, Besborough, Devises. (Parlour Maid).

I FITZ HENRY AUGUSTUS SMITH of Bessboro Devises in the County of Wilts Esquire DECLARE this to be a Second Codicil which I make this 21st day of February One thousand nine hundred and thirty to my Will which is dated the twenty first day of March One thousand nine hundred and twenty eight

1. I REVOKE Clause six of my Will and I bequeath to the Bank all silver and plated articles bearing my Family Crest or Family Initials and such furniture (including all the furniture in the Dining Room at Bessboro) which I brought from my Home in Ireland Upon trust to allow my Wife to have the use thereof free of all Death Duties during her life and subject thereto In trust for my Nephew Cecil Henry Briscoe absolutely and I DIRECT that an Inventory of the said articles except such of them as are of a trifling nature or perishable nature or for any other reason it may be considered inexpedient to include in an Inventory as to which I give full discretion to the Bank shall be taken as soon as convenient and shall be signed by my said Wife and the Bank and shall be kept by the Bank AND I DECLARE that the Bank shall not be liable in any way for any loss damage or deterioration or for any omission to insure or any other omission or any unauthorised dealing or disposition with the said articles.

2. I BEQUEATH to my Wife for her own use and benefit absolutely and free of all death duties all the rest of my furniture linen glass china books manuscripts and plate

/plated

plated articles and pictures and all my horses carts and all other articles of personal domestic or household and stable garage and garden use or ornament

3. I REVOKE Clause seven of my said Will and in lieu thereof I bequeath to my said Wife free of all death duties an annuity of such sum as with the jointure of Four hundred pounds per annum payable to her under the terms of my Marriage Settlement and of any other annual income payable to her under the terms of the said Settlement or of any other Settlement made by me will amount to the total sum of One thousand two hundred pounds a year and I DIRECT that such annuity shall commence from my death and be payable by quarterly payments the first payment thereof to be made on the expiration of three calendar months from the date of my death.

4. WHEREAS by Clause ten of my said Will I have directed that if the Church belonging to the Church of Ireland in the Parish of Duleek is closed and the services therein discontinued the income from the bequest contained in the said Clause shall not be paid to any other Parish but that the capital sum thereby bequeathed or the investments representing it shall be paid to the Cottage Hospital Devizes for the purposes of the said Hospital NOW I REVOKE the gift to the Cottage Hospital Devizes and in lieu thereof I give the said capital sum and the investments representing it upon the said event to the Cottage Hospital Drogheda in Ireland and I direct that the receipt of the Treasurer for the time being of the said Hospital shall be a full and sufficient discharge for any moneys paid to them hereunder

5. I REVOKE the bequest contained in Clause eleven of my said Will of Two hundred pounds to my Cousin Emily Cook

6. I DIRECT that on the request at any time by my said Wife the Bank shall take all proper and reasonable steps for the sale forthwith of my property at Devizes devised to the Bank by Clause thirteen of my said Will and that the net proceeds of any sale shall be invested by the Bank as  
/capital

capital moneys arising under my said Will and the Bank shall pay the income arising therefrom to my said Wife during her life and from and after her death shall hold the same in trust for my Nephew Cecil Henry Briscoe absolutely

7. SUBJECT as aforesaid I confirm my said Will except so far as it is revoked by my First Codicil and I confirm that Codicil

IN WITNESS whereof I the said Fitz Henry Augustus Smith have hereunto set my hand the day and year first above written

FITZ H. A. SMITH

SIGNED by the said Fitz Henry Augustus Smith the Testator as and for a Second Codicil to his Will in the presence of us both present at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

WILLIAM G. F. NELSON 6 Bolton Street London W.1

Solicitor

FREDK. S. DAVEY Managing Clerk to Messrs. Burch & Co.  
6 Bolton Street London W.1.

I FITZ HENRY AUGUSTUS SMITH of Bessboro Devizes in the County of Wilts Esquire declare this to be a Third Codicil which I make this twentieth day of August One thousand nine hundred and thirty to my Will which is dated the twenty first day of March One thousand nine hundred and twenty eight

WHEREAS I have given the motor car referred to in the fourth clause of my said Will to my Nephew Cecil Henry Briscoe now therefore I revoke the bequest to him of my motor car and I give free of all death duties any motor car belonging to me at the time of my death to my wife for her life and then to my Nephew Cecil Henry Briscoe absolutely

IN WITNESS whereof I the said Fitz Henry Augustus Smith have hereunto set my hand the day and year first above

/written



written.

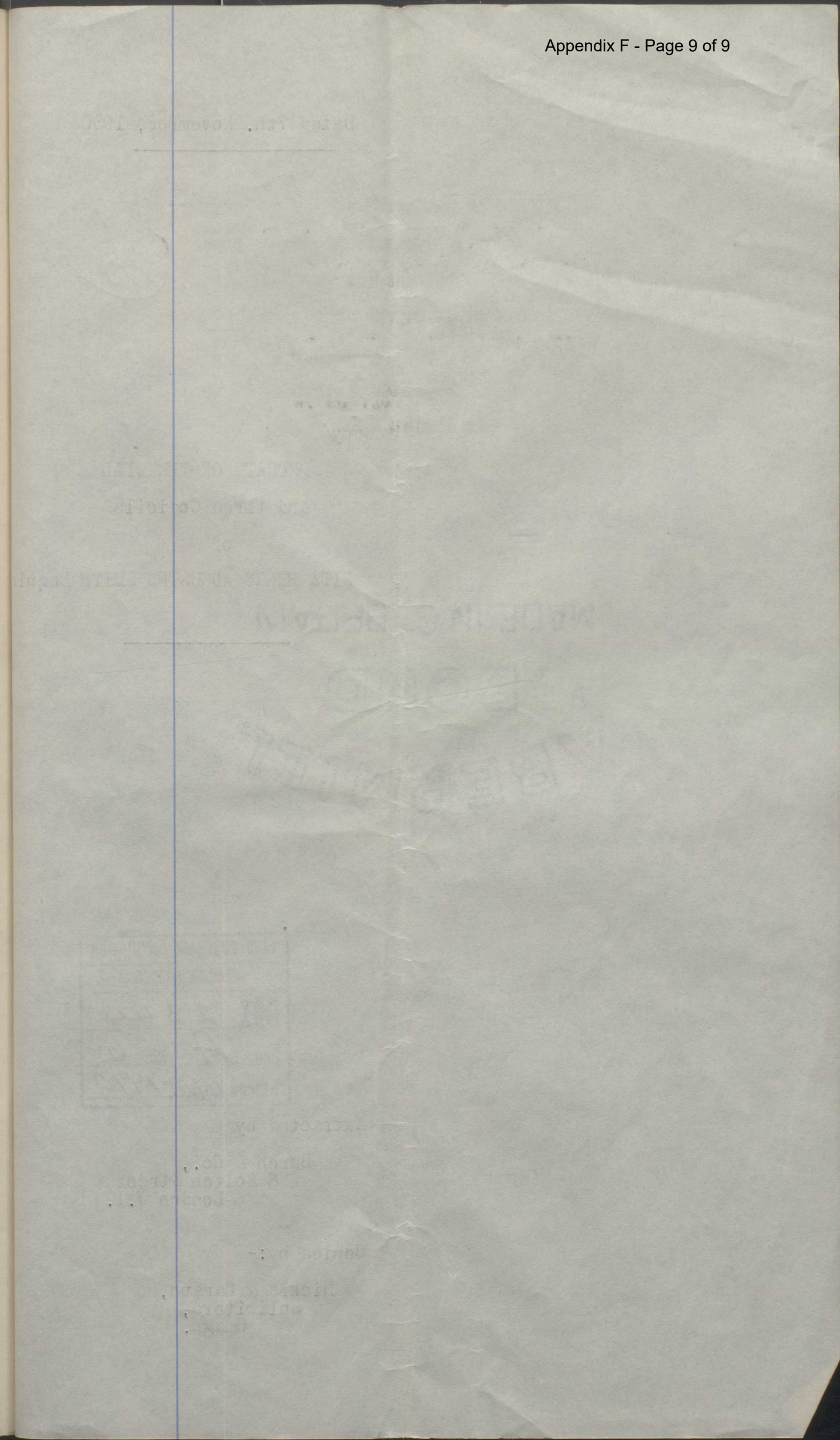
FITZ H. A. SMITH

SIGNED by the said Fitz Henry Augustus Smith as and for a Third Codicil to his Will in the presence of us both present at the same time who at his request in his presence and in the presence of each other have hereunto subscribed our names as witnesses

WILLIAM G. F. NELSON Solicitor 6 Bolton Street London

A. J. SHEPHERD 6 Bolton Street London W.1. Clerk to Messrs.

Burch & Co. of same address.





# The Belfast Gazette

## Published by Authority.

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FRIDAY, FEBRUARY 6, 1931.

GOVERNMENT OF NORTHERN IRELAND.

MINISTRY OF AGRICULTURE.

NOTICE is hereby given that the Ministry of Agriculture for Northern Ireland by virtue and in exercise of the powers vested in it by the Destructive Insects and Pests Acts, 1877 and 1907, and by every other power enabling it in that behalf, made on the 9th day of January, 1931, "The Potatoes Importation (Northern Ireland) Order of 1931" (Statutory Rules and Orders of Northern Ireland, No. 6).

Copies of these Rules may be obtained from H.M. Stationery Office, 15 Donegall Square West, Belfast, price 1d.

Copy of Return of Messrs. Thomas Cook & Son (Bankers), Ltd., made by a Banking Company in Northern Ireland and published by the Ministry of Finance pursuant to Act 8 & 9 Vic., c. 37.

PERSONS OF WHOM THE COMPANY OR PARTNERSHIP CONSISTS.

NAME	RESIDENCE	OCCUPATION
Str Edmund Wyldbore-Smith	68 Cadogan Place, London, S.W.1.	Banker
Thos. Cook & Son, Ltd.	Berkley Street, London, W.1.	Tourist Agents

Name of Place where the Business is carried on:—  
27 Royal Avenue.  
BELFAST.

Ministry of Finance,  
Belfast.  
3rd February, 1931.

Board of Trade,  
Great George Street,  
London, S.W.1.  
4th February, 1931.

MERCHANDISE MARKS ACT, 1926.  
REPORT OF THE STANDING COMMITTEE.

Air and Gas Compressors and Exhausters:

Pneumatic Tools and Appliances:  
and Parts thereof.

With reference to the notice which was published in the London, Edinburgh and Belfast Gazettes of the 25th July, 1930, regarding a reference made by the Board of Trade to the Standing Committee under the Merchandise Marks Act, 1926, in respect of the following descriptions of imported goods:—

- (a) Air and gas compressors and exhausters, and beds, casings, cylinders, rotors and heads therefor.
- (b) Pneumatic tools and appliances, including mining coal cutters operated by compressed air, and cylinders, heads, pistons and valves therefor.

the Board of Trade hereby give notice, in accordance with the provisions of Section 2, Sub-section 7, that a Report has been made by the Committee in respect of the aforesaid descriptions of goods.

The Report has been published, and may be obtained directly from His Majesty's Stationery Office at the following addresses:—

Adastral House, Kingsway, London, W.C.2;  
120 George Street, Edinburgh;  
York Street, Manchester;  
1 St. Andrew's Crescent, Cardiff;  
15 Donegall Square West, Belfast,  
or through any bookseller.

FINAL LIST No. 2148.

## LAND PURCHASE COMMISSION, NORTHERN IRELAND.

## NORTHERN IRELAND LAND ACT, 1925.

## ESTATE OF FITZHENRY AUGUSTUS SMITH.

County of Tyrone. Record No. N.I. 1719.

WHEREAS the above-named Fitzhenry Augustus Smith claims to be the Owner of the land mentioned in the the Schedule hereunder, in respect of which land a Provisional List (No. 1931) has been published.

And whereas no objection has been made with respect to the land included in such Provisional List.

Now in pursuance of the provisions of Section 17, Sub-section 4, of the above Act the Land Purchase Commission, Northern Ireland, hereby publish a Final List of the land above referred to, being land with respect to which no objection has been made.

This Land will become vested in the said Commission by virtue of Part II of the above Act on the 2nd day of March, 1931, being the Appointed Day which has been fixed by the said Commission in respect thereof.

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity			Standard Price					
						A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.			
Holdings subject to Judicial Rents fixed before the 16th August, 1896.																				
1	Alexander Andrews ..	Magherakeel, Killeter, Co. Tyrone.	West Omagh	Magherakeel	4, 4A, 4B, 4C, 4E	99	2	5	13	6	0	9	13	8	203	17	2			
2	James Mongan (senior)	Ballymongan, Killeter, Co. Tyrone.	do.	Ballymongan	17, 17A, 17B, 17C, 17D	6	0	15	}			2	10	0	1	16	4	38	4	11
3	Thomas McSorley ..	do.	do.	do.	and an undivided 1/2 of 18A, 18B, containing in all	13	3	30	}			4	0	0	2	18	2	61	4	7
4	James Mongan (Belle)	do.	do.	do.	19, 19A, 22, 22A	10	0	30	}			4	0	0	2	18	2	61	4	7
					and an undivided 1/2 of 12, containing in all and an undivided 1/2 of 12A, containing in all	6	2	5	}			2	15	0	2	0	0	42	2	1
5	John McGlinchy ..	Crighdenis, Killeter, Co. Tyrone.	do.	Crighdenis	11, 11A, 11C, and an undivided 1/2 of 11B containing in all	22	0	25	}			3	4	6	2	7	0	49	9	6
6	James McMenamin ..	do.	do.	do.	13, 13A	71	3	30	}			3	5	0	2	7	4	49	16	6
7	Mary Eliza Duffy (widow)	Seegronan, Killeter, Co. Tyrone.	do.	Seegronan	18 and an undivided 2/3 of 18A containing in all	25	1	30	}			3	15	0	2	14	8	57	10	11
8	Michael Gallagher ..	Tulnashane, Killeter, Co. Tyrone.	do.	Tulnashane	3, 3A	38	2	20	}			5	0	0	3	12	10	76	13	4
9	James McHugh ..	Tievenameenta, Killeter, Co. Tyrone.	do.	Tievenameenta	5	15	0	10	}			2	2	6	1	11	0	32	12	8

## Holdings subject to Judicial Rents fixed between the 15th August, 1896, and the 16th August, 1911.

10	Stewart Young (Aghalunny)	Aghalunny, Killeter, Co. Tyrone.	West Omagh	Aghalunny	1	63	2	30	27	8	0	22	11	0	474	14	9
11	Robert Young (Aghalunny)	do.	do.	do.	3	51	0	20	12	6	6	10	2	10	213	10	2
12	William Clarke Andrews	Magherakeel, Killeter, Co. Tyrone.	do.	do.	4	23	3	20	9	7	0	7	13	10	161	18	7
13	Do.	do.	do.	do.	5	43	2	30	10	4	0	8	7	10	176	13	4
14	Ruth Young (wife of William Alexander Young)	Aghalunny, Killeter, Co. Tyrone.	do.	do.	6	27	2	10	5	15	0	4	14	8	99	13	0
15	Francis Mongan ..	do.	do.	do.	9	28	0	15	4	18	0	4	0	8	84	18	3
16	Samuel Davis ..	do.	do.	do.	10	22	1	20	4	13	6	3	17	0	81	1	1
17	Denis McGrath ..	Athabryanmore, Killeter, Co. Tyrone.	do.	Athabryanmore	1	64	1	18	16	0	0	13	3	4	277	3	10

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity.			Standard Price.		
						A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.
Holdings subject to Judicial Rents fixed between the 15th August, 1896, and 16th August, 1911—continued.																	
18	Stewart Young (Aghalougher)	Aghalougher, Killeter, Co. Tyrone.	West Omagh	Aghalougher	1	84	2	6	23	16	0	19	11	8	412	5	7
19	Patrick Mellon	Killeter, Co. Tyrone.	do.	do.	2	22	0	0	5	19	0	4	18	0	103	3	2
20	William Clarke	Lislaird, Mournebeg P.O. Strabane, Co. Tyrone.	do.	do.	3	5	1	0	2	0	0	1	13	0	34	14	9
21	Patrick Meehan	Ballymongan, Killeter, Co. Tyrone.	do.	Ballymongan	2, 2A	22	1	0	4	3	0	3	8	4	71	18	7
22	John James McLoughlin	do.	do.	do.	4 and an undivided 1/3 of 5B containing in all	5	0	0	3	0	0	2	9	4	51	18	7
23	Arthur McCrory	do.	do.	do.	6	52	1	0	5	6	6	4	7	8	92	5	7
24	Michael Collins	do.	do.	do.	7	89	1	0	11	18	0	9	15	10	206	2	10
25	Patrick Dougherty	do.	do.	do.	9, 9A	20	2	30	0	15	0	0	12	4	12	19	8
26	Philip O'Donnell	do.	do.	do.	10	37	0	0	6	12	0	5	8	8	114	7	9
27	Patrick Meehan	do.	do.	do.	11	28	0	30	5	19	0	4	18	0	103	3	2
28	Joseph McCrory	do.	do.	do.	13	13	3	10	2	11	0	2	2	0	44	4	3
29	James Mongan (Lawrence)	do.	do.	do.	14, 14A	12	1	10	2	9	0	2	0	4	42	9	1
30	John James Forsythe	do.	do.	do.	18, 18A	7	0	35	2	4	6	1	16	8	38	11	11
31	Denis Loughrey	do.	do.	do.	20	49	2	16	11	16	0	9	14	2	204	7	9
32	Sarah McCrory (spinster)	do.	do.	do.	27, 27A	9	2	20	3	4	0	2	12	8	55	8	9
33	James Logue	Crighdenis, Killeter, Co. Tyrone.	do.	Crighdenis	2 and an undivided 1/3 of A containing in all	7	3	0	1	10	0	1	4	8	25	19	4
34	Mary Logue (widow)	do.	do.	do.	3 and an undivided 1/3 of A containing in all	295	2	9	1	10	0	1	4	8	25	19	4
35	William Logue	do.	do.	do.	8, 8A, 8B, 8C	10	0	0	1	18	6	1	11	8	33	6	8
36	John Gallen	do.	do.	do.	10, 10A	27	2	20	2	11	0	2	2	0	44	4	3
37	John O'Donnell	do.	do.	do.	15	37	2	35	5	2	0	4	4	0	88	8	5
38	Charles McGrath John McGrath James M'Grath and Mary McGrath (spinster)	Crighshane, Killeter, Co. Tyrone	do.	Crighshane	1, 1A, 1B and an undivided 1/3 of 2B containing in all	16	3	20	8	10	0	6	19	10	147	3	10
39	Charles McGrath (senior)	do.	do.	do.	2, 2A and an undivided 1/3 of 2B containing in all	16	0	30	8	10	0	6	19	10	147	3	10
40	Robert Byrne	do.	do.	do.	3	62	1	10	4	5	0	3	10	0	73	13	8
41	Patrick McSorley and Alexander McSorley	do.	do.	do.	4	198	0	7	7	17	0	6	9	2	135	19	4
42	Ellen McGrath (spinster)	do.	do.	do.	5, 5A, 6A, 6C	135	0	0	4	5	0	3	10	0	73	13	8
43	James McLaughlin	Crilly's Hill, Killeter, Co. Tyrone.	do.	Crilly's Hill	1	114	3	20	17	17	0	14	13	10	309	6	0
44	Do.	do.	do.	do.	2, 2A, 2B	43	1	0	12	12	6	10	7	10	218	15	5
45	William John Geary	do.	do.	do.	4, 4A, 4B, 4C	29	3	20	6	16	0	5	12	0	117	17	11
46	Andrew Young	do.	do.	do.	5, 5A, 5B	31	0	20	5	2	0	4	4	0	88	8	5
48	Alexander Byrne	Essan, Killeter, Co. Tyrone.	do.	Essan	3	84	3	0	3	5	0	2	13	6	56	6	4
49	Denis McGrath	Athabryanmore, Killeter, Co. Tyrone.	do.	do.	5	127	2	37	3	8	0	2	16	0	58	18	11
50	William Clarke	Aghyaran, Strabane, Co. Tyrone.	do.	Gortnagross	1	71	1	0	14	0	0	11	10	6	242	12	8
51	Do.	do.	do.	do.	2, 2A	98	2	20	23	5	0	19	2	8	402	16	2

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity			Standard Price				
						A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.		
52	John James Cunningham	Speerholme, Killeter, Co. Tyrone.	West Omagh	Gortnagross	3	24	3	20	4	0	0	3	5	10	69	6	0		
53	Jane Kyle (widow)	Gortnagross, Killeter, Co. Tyrone.	do.	do.	8	48	2	0	3	12	6	2	19	8	62	16	2		
54	John McHugh	Golandun McHugh, Killeter, Co. Tyrone.	do.	Golandun McHugh	4	78	0	12	1	14	0	1	8	0	29	9	6		
55	Charles McHugh	do.	do.	do.	5	57	2	20	1	14	0	1	8	0	29	9	6		
56	Patrick McSorley	Shanaghy, Killeter, Co. Tyrone.	do.	Golandun Dolan	1, 1A	205	1	10	4	9	3	3	13	6	77	7	4		
57	Jane McLaughlin (widow)	Golandun Dolan, Killeter, Co. Tyrone.	do.	Magherakeel Golandun Dolan	2D, 4G 2	1	1	20 241	2	11	5	0	0	4	2	4	86	13	4
58	Patrick Meehan	Killeter, Co. Tyrone.	do.	Killeter	1, 1A	43	0	0	12	0	0	9	17	6	207	17	11		
59	James Carlin	c/o Denis Carlin, Killeter, Co. Tyrone.	do.	do.	2, 2A	33	3	0	7	13	0	6	6	0	132	12	8		
60	James McLaughlin	Killeter, Co. Tyrone.	do.	do.	4	10	2	0	6	12	0	5	8	8	114	7	9		
61	John Cunningham	do.	do.	do.	5, 5A, 5B, 5C, 5D, 5E	33	0	30	8	0	0	6	11	8	138	11	11		
62	Thomas McHugh	do.	do.	do.	7, 7A, 7B, 7C, 7D	31	3	20	5	19	0	4	18	0	103	3	2		
64	Catherine Kelly (spinster)	do.	do.	do.	9	22	0	0	5	15	0	4	14	8	99	13	0		
65	Stewart Young (Aghalougher)	Aghalougher, Killeter, Co. Tyrone.	do.	do.	10	21	1	10	10	4	0	8	7	10	176	13	4		
66	Patrick Mellon	Killeter, Co. Tyrone.	do.	do.	11	17	1	10	6	16	0	5	12	0	117	17	11		
67	James McSorley and Daniel McSorley	do.	do.	do.	14, 14A, 14B	41	0	0	8	5	9	6	16	4	143	10	2		
68	James McSorley	do.	do.	do.	17, 17A, 17B	22	1	0	4	5	0	3	10	0	73	13	8		
69	William Clarke Andrews	Magherakeel, Killeter, Co. Tyrone.	do.	Magherakeel	1, 1A, 1B, 1C, 1E, 1F	97	2	0	14	16	6	12	4	0	256	16	10		
70	James McAlinn	do.	do.	do.	2, 2A, 2B, 2C	49	0	20	5	6	6	4	7	8	92	5	7		
71	Patrick McHugh	do.	do.	do.	3, 3A, 3B, 3C	51	2	10	5	10	0	4	10	6	95	5	3		
72	Samuel Clarke	do.	do.	do.	6	21	3	0	5	10	0	4	10	6	95	5	3		
73	Do.	do.	do.	do.	7	40	1	20	12	15	0	10	9	10	220	17	7		
74	James McMenamin (John)	Meenamullan, Killeter, Co. Tyrone.	do.	Meenamullan	1	24	0	0	1	14	0	1	8	0	29	9	6		
75	James McSorley and Daniel McSorley	Killeter, Co. Tyrone	do.	do.	2, 2A	19	1	20	2	11	0	2	2	0	44	4	3		
76	Rose Ann McHugh (widow)	Meenamullan, Killeter, Co. Tyrone.	do.	do.	3, 3A, 3B	100	2	20	5	6	6	4	7	8	92	5	7		
77	James McMenamin (Edward)	do.	do.	do.	4	13	0	0	2	15	0	2	5	4	47	14	5		
78	Do.	do.	do.	do.	and an undivided 1/4 of 4B containing in all 4A	275	1	0	1	13	6	1	7	6	28	18	11		
79	Samuel Baxter	do.	do.	do.	5	20	0	0	3	8	0	2	16	0	58	18	11		
80	Bridget Baxter (spinster)	do.	do.	do.	6	28	2	0	2	10	3	2	1	4	43	10	2		
81	Francis McKenna	do.	do.	do.	7	138	0	25	3	8	0	2	16	0	58	18	11		
82	Bella O'Donnell (widow)	Meenafergus, Killeter, Co. Tyrone.	do.	Meenafergus	1	122	0	0	4	5	0	3	10	0	73	13	8		
83	Do.	do.	do.	do.	2	125	0	0	4	5	0	3	10	0	73	13	8		
84	Do.	do.	do.	do.	4	80	3	0	2	11	0	2	2	0	44	4	3		

Holdings subject to Judicial Rents fixed between the 15th August, 1896, and the 16th August, 1911—(continued).

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity			Standard Price		
						A.	R.	P.	f.	s.	d.	f.	s.	d.	f.	s.	d.
Holdings subject to Judicial Rents fixed between the 15th August, 1896, and the 16th August, 1911.—(continued),																	
85	Eunice Maude Speer (spinster)	Speerholme, Killeter, Co. Tyrone.	West Omagh	Speerholme	1	33	0	25	13	0	0	10	14	0	225	5	3
86	Vance James Speer Jesser William Speer	do.	do.	do.	2	33	2	0	10	15	0	8	17	0	186	6	4
87	John James Cunningham John McGlynn	do.	do.	do.	3, 3A, 3B	18	2	10	7	4	6	5	19	0	125	5	3
88	John Clarke	do.	do.	do.	5	14	2	10	7	2	6	5	17	4	123	10	2
89	Charles McCormack	do.	do.	do.	6, 6A, 6B	32	2	5	16	0	0	13	3	4	277	3	10
90	Matthew Gallen	Shanaghy, Killeter, Co. Tyrone.	do.	Shanaghy	2, 2A, 2B	24	2	10	4	11	0	3	14	10	78	15	5
91	Do.	do.	do.	do.	4, 4A, 4B, 4C, 4D, 4F, 4H and an un- divided $\frac{1}{2}$ of 4E, 4K, containing in all	5	2	35	2	11	0	2	2	0	44	4	3
92	Patrick McSorley	do.	do.	do.	5, 5A	12	2	38	4	16	0	3	19	0	83	3	2
93	James Mongan	do.	do.	do.	6	25	0	30	3	4	0	2	12	8	55	8	9
94	Francis McElhill	do.	do.	do.	7, 7A, 7C and an un- divided $\frac{1}{2}$ of 7B and 8B containing in all	12	3	30	4	0	0	3	5	10	69	6	0
95	Mary Anne Gallen (wife of Michael Gallen)	do.	do.	do.	8, 8A and an un- divided $\frac{1}{2}$ of 7B and 8B containing in all	62	1	34	4	5	0	3	10	0	73	13	8
96	Mary McCrory (widow)	do.	do.	do.	9	28	0	20	3	4	0	2	12	8	55	8	9
97	James Lynch	do.	do.	do.	10, 10A	27	1	20	2	15	3	2	5	6	47	17	11
98	Arthur McElhill	do.	do.	do.	11, 11A and an un- divided $\frac{1}{2}$ of 1B containing in all	26	1	30	3	10	0	2	17	8	60	14	0
99	Joseph Lunny	Seegronan, Killeter, Co. Tyrone.	do.	Seegronan	2	42	0	0	6	7	6	5	5	0	110	10	6
100	John McManus	do.	do.	do.	3, 3A and an un- divided $\frac{1}{3}$ of 5B containing in all	11	2	20	3	16	6	3	3	0	66	6	4
101	Peter Meehan and Mary Logue (wife of Charles Logue)	Ballymongan, Co. Tyrone.	do.	do.	4, 4A and an un- divided $\frac{1}{3}$ of 5B containing in all	47	0	0	5	2	0	4	4	0	88	8	5
102	Mark Meehan	Scraghey, Killen, Castlederg.	do.	do.	5, 5A and an un- divided $\frac{1}{2}$ of 5B containing in all	47	0	0	3	8	0	2	16	0	58	18	11
103	Thomas Donaghy Isabella Donaghy (spinster) and Mary Donaghy (spinster)	Seegronan, Killeter, Co. Tyrone.	do.	do.	6, 6A and an un- divided $\frac{1}{2}$ of 7B containing in all	47	0	0	3	3	9	2	12	6	55	5	3
104	Do.	do.	do.	do.	7, 7A and an un- divided $\frac{1}{2}$ of 7B containing in all	53	2	38	1	17	6	1	10	10	32	9	1
105	Do.	do.	do.	do.	8 and an un- divided $\frac{1}{2}$ of 8A containing in all	53	2	38	1	6	3	1	1	8	22	16	2
106	Philip McHugh	do.	do.	do.	9 and an un- divided $\frac{1}{3}$ of 9A containing in all	50	2	0	1	5	6	1	1	0	22	2	1
107	Owen Glacken	do.	do.	do.	11 and an un- divided $\frac{1}{2}$ of 9A containing in all	50	2	10	2	11	0	2	2	0	44	4	3

Reg. No.	Names of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity			Standard Price		
						A	R	P	£	s.	d.	£	s.	d.	£	s.	d.
Holdings subject to Judicial Rents fixed between the 15th August, 1896, and the 16th August, 1911—(continued).																	
108	Catherine Donaghy (widow)	Seegronan, Killeter, Co. Tyrone.	West Omagh	Seegronan Crilly's Hill	12, 12A 2C	30	0	0	3	8	0	2	16	0	58	18	11
109	Joseph Skey	do.	do.	Seegronan	14, 14A	48	1	10	4	11	8	3	15	6	79	9	6
110	Joseph Skey and Mary Eliza Duffy (widow)	do.	do.	do.	15, 16, 16A	32	1	0	1	15	4	1	9	0	30	10	6
111	Mary Eliza Duffy (widow)	do.	do.	do.	17, 17A	58	3	0	3	6	0	2	14	4	57	3	10
112	Patrick Meehan and Mary Logue (wife of Charles Logue)	Ballymongan, Killeter,	do.	do.	22	26	1	0	1	10	0	1	4	8	25	19	4
113	Charles McPeake	Seegronan, Killeter, Co. Tyrone.	do.	do.	23, 23A	49	1	10	3	6	0	2	14	4	57	3	10
114	Anthony Hugh Monaghan	Tulnashane, Killeter, Co. Tyrone.	do.	Tulnashane	1	34	0	20	2	11	0	2	2	0	44	4	3
115	James Rooney	do.	do.	do.	4, 4A	177	2	25	5	2	0	4	4	0	88	8	5
116	Susan O'Donnell (widow)	do.	do.	do.	5, 5A, 5B, 5C	101	1	19	3	8	0	2	16	0	58	18	11
117	John Flood	c/o D. J. Flood, Auctioneer, Pettigo, Co. Donegal.	do.	do.	6, 6A	80	3	23	3	8	0	2	16	0	58	18	11
118	Patrick Logue	Tievenameenta, Killeter, Co. Tyrone.	do.	Tievenameenta	2, 2A	30	1	0	2	15	0	2	5	4	47	14	5
119	James McHugh	do.	do.	do.	3	38	2	10	3	18	0	3	4	2	67	10	11
120	William McHugh	do.	do.	do.	4	14	2	0	1	12	0	1	6	4	27	14	5
121	James McHugh	do.	do.	do.	6	24	2	14	3	0	0	2	9	4	51	18	7
122	Francis Gallagher	do.	do.	do.	7	62	0	16	4	13	6	3	17	0	81	1	1
123	The Representatives of Bridget McHugh (deceased)	do.	do.	do.	8	31	2	0	3	8	0	2	16	0	58	18	11
124	William McCormack	Woodside, Killeter, Co. Tyrone.	do.	Woodside	1, 1A	22	3	25	10	15	0	8	17	0	186	6	4
125	James Brown	do.	do.	do.	2	39	0	0	7	13	0	6	6	0	132	12	8
126	William McCormack	do.	do.	do.	4, 4A, 4B, 4C	20	2	39	7	17	0	6	9	2	135	19	4
127	Robert Thomas Young	do.	do.	do.	5, 9	67	0	5	15	4	0	12	10	2	263	6	8
194	Michael Logue	Seegronan, Killeter, Co. Tyrone.	do.	Seegronan	1	46	1	0	6	7	6	5	5	0	110	10	6
203	William James Hamilton	Magherakeel, Killeter, Co. Tyrone.	do.	Magherakeel	4D	10	3	20	3	14	0	3	0	10	64	0	8
205	Thomas Mackay	do.	do.	do.	1D, 1G	9	0	0	2	3	6	1	15	10	37	14	5
206	James McCrory	Aghalunny, Killeter, Co. Tyrone.	do.	Aghalunny	14A	14	1	10	5	0	0	4	2	4	86	13	4
207	John Davis	Gortnagross, Killeter, Co. Tyrone.	do.	Gortnagross	4	32	2	26	15	2	0	12	8	6	261	11	7
208	John Meehan	do.	do.	do.	5A	3	0	0	1	10	0	1	4	8	25	19	4
Holdings subject to Rents other than Judicial Rents.																	
47	James McAleer	Essan, Killeter, Co. Tyrone.	West Omagh	Essan	4	19	0	0									
					(and an undivided 2/3 of 4A containing in all												
					8A	111	2	36									
63	Charles Dolan	Killeter, Co. Tyrone.	do.	Killeter		0	3	10	0	12	0	0	9	10	10	7	0
128	Sarah Young (widow)	Aghalunny, Killeter, Co. Tyrone.	do.	Aghalunny	2	45	0	10	14	9	0	11	17	10	250	7	0
129	James O'Donnell	do.	do.	do.	7	25	1	25	7	13	0	6	6	0	132	12	8
130	Patrick Loughrey	do.	do.	do.	8	24	3	0	7	13	0	6	6	0	132	12	8
131	James Mongan	do.	do.	do.	11	28	0	0	4	5	0	3	10	0	73	13	8
132	Ruth Young (wife of William Alexander Young)	do.	do.	do.	12	33	3	0	4	13	6	3	17	0	81	1	1
133	Do.	do.	do.	do.	13	32	2	10	4	13	6	3	17	0	81	1	1
134	Patrick McSorley	Shanaghy, Killeter, Co. Tyrone.	do.	do.	14	4	2	0	1	0	0	0	16	6	17	7	4
135	Patrick McMenamin, Michael McMenamin and Catherine McMenamin (spinster)	Aghalunny, Killeter, Co. Tyrone.	do.	do.	15	22	1	8	4	5	0	3	10	0	73	13	8

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.			Rent.			Standard Purchase Annuity.			Standard Price.					
						A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.			
Holdings subject to Rents other than Judicial Rents—(continued).																				
136	John Speer	Speerholme, Killeter, Co. Tyrone.	West Omagh	Speerholme	4, 4A, 4B, 4C, 4D	23	1	35	8	10	0	6	19	10	147	3	10			
139	William McCormack	Woodside, Killeter, Co. Tyrone.	do.	Woodside	3, 3A, 3B	11	1	16	5	17	0	4	16	4	101	8	1			
140	Arthur McCormack	do.	do.	do.	6	39	1	10	8	10	0	6	19	10	147	3	10			
141	Charles Gourley	Gortnagross, Killeter, Co. Tyrone.	do.	Gortnagross	4A	34	0	0	8	0	0	6	11	8	138	11	11			
142	Samuel Clarke (Magherakeel)	Magherakeel, Killeter, Co. Tyrone.	do.	do.	5, 5B	68	1	0	5	8	0	4	8	10	93	10	2			
143	James Andrew Clarke	Glebe, Artigarvan P.O., Strabane, Co. Tyrone.	do.	do.	6	15	1	20	5	0	0	4	2	4	86	13	4			
144	William Clarke	Lislaird, Mournebeg P.O., Strabane, Co. Tyrone.	do.	do.	7, 7A	40	1	25	10	0	0	8	4	8	173	6	8			
145	Ellen McHugh (widow)	Magherakeel, Killeter, Co. Tyrone.	do.	Magherakeel	5	96	0	0	8	10	0	6	19	10	147	3	10			
146	Samuel Baxter	Meenamullan, Killeter, Co. Tyrone.	do.	Meenamullan	5A	4	2	0	0	12	0	0	9	10	10	7	0			
147	Patrick Gallen	Golandun McHugh, Killeter, Co. Tyrone.	do.	Golandun McHugh	2	30	0	0	5	6	3	4	7	6	92	2	1			
148	Thomas Hilley	do.	do.	do.	and an undivided 1/2 of containing in all 3	355	3	30										16	1	0
149	John McGlynn	Shanaghy, Killeter, Co. Tyrone.	do.	Shanaghy	1, 1A, 1C	355	3	30	23	2	20	3	12	6	2	19	8	62	16	2
150	Patrick McSorley	do.	do.	do.	and an undivided 1/2 of containing in all 1B	0	1	5												
151	Neill McElhill	do.	do.	do.	3, 3A, 3B, 3C, 3D, 3E	6	1	36	2	11	0	2	2	0	44	4	3			
152	Do.	do.	do.	do.	and an undivided 1/2 of 4B, 4A, containing in all	12	2	38												
154	John Barclay	Crilly's Hill, Killeter, Co. Tyrone.	do.	Crilly's Hill	12, 13	28	0	20	3	2	20	3	0	0	2	9	4	51	18	7
155	Ann McHugh (wife of Patrick McHugh)	Killeter, Co. Tyrone.	do.	Killeter	6, 6A, 6B	4	3	18	6	3	10	1	6	8	1	2	0	23	3	2
156	Denis Carlin	do.	do.	do.	3	6	3	10	5	12	6	4	12	8	97	10	11			
157	Charles Dolan	do.	do.	do.	6, 6A, 6B, 6C	31	0	19	2	6	0	1	17	10	39	16	6			
158	William Dolan	do.	do.	do.	8	5	0	20	0	15	0	0	12	4	12	19	8			
159	Sarah Quinn (widow)	do.	do.	do.	8B	0	2	10	10	4	0	8	7	10	176	13	4			
160	Patrick McSorley	Shanaghy, Killeter, Co. Tyrone.	do.	do.	12	52	1	20	3	16	6	3	3	0	66	6	4			
161	Francis Dolan	Killeter, Co. Tyrone.	do.	do.	13, 13A	14	2	0	3	16	0	3	2	6	65	15	9			
162	Patrick McSorley	Shanaghy, Killeter, Co. Tyrone.	do.	do.	15, 15A, 15B, 15C, 15D, 15E	11	2	0										and an undivided 1/2 of 16G containing in all	11	1
					16, 16A, 16B, 16C, 16D, 16E, 16F	8	3	15	2	2	6	1	15	0	36	16	10			
					and an undivided 1/2 of 16G containing in all	11	1	25												



Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area			Rent.			Standard Purchase Annuity			Standard Price					
						A	R.	P	£	s.	d.	£	s.	d.	£	s.	d.			
Holdings subject to Rents other than Judicial Rents—(continued).																				
163	Michael Logue	Seegronan, Killeter, Co. Tyrone.	West Omagh	Killeter	18	4	1	20	0	13	4	0	11	0	11	11	7			
165	Patrick McSorley	Meenafergus, Killeter, Co. Tyrone.	do.	Meenafergus	3	158	1	0	4	13	6	3	17	0	81	1	1			
166	Bella O'Donnell (widow)	do.	do.	do.	5	212	2	4	4	0	0	3	5	10	69	6	0			
167	Patrick Byrne and Brien Byrne	Essan, Killeter, Co. Tyrone.	do.	Essan	1, 1A and an undivided 1/2 of 2B containing in all	16	0	20	4	12	6.	3	16	2	80	3	6			
168	Edward McHugh	do.	do.	do.	2, 2A and an undivided 1/2 of 2B containing in all	14	2	15	3	10	0	3	5	0	68	8	5			
169	Owen O'Donnell and Daniel O'Donnell	Ballymongan, Killeter, Co. Tyrone.	do.	Ballymongan	1, 1A, 1B, 1C, 1E	39	3	20	6	7	6	5	5	0	110	10	6			
170	James Lynch	do.	do.	do.	3 and an undivided 1/3 of 5B containing in all	4	3	0	2	5	0	1	17	0	38	18	11			
171	Charles O'Donnell	do.	do.	do.	5 and an undivided 1/3 of 5B containing in all	55	1	15	3	0	0	2	9	4	51	18	7			
172	Patrick Mongan	do.	do.	do.	8	9	0	0	0	7	0	0	5	10	6	2	10			
173	James Mongan	do.	do.	do.	15	26	3	0	4	7	6	3	12	0	75	15	9			
174	James McCay	do.	do.	do.	16, 16C and an undivided 1/2 of 16A, 16B, containing in all	5	0	30	2	15	0	2	5	4	47	14	5			
175	Philip Byrne	do.	do.	do.	21, 21A, 21B and an undivided 1/2 of 12 containing in all and an undivided 1/2 of 12A containing in all	13	3	30	6	2	5	2	7	6	1	19	2	41	4	7
176	Patrick Rodden	do.	do.	do.	23, 23A and an undivided 1/2 of 12A containing in all	22	0	25	2	1	6	1	14	2	35	19	4			
177	Arthur McCrory	c/o James McCrory, Aghalunney, Killeter, Co. Tyrone.	do.	do.	24, 24A and an undivided 1/2 of 12A containing in all	4	2	20	2	2	9	1	15	2	37	0	4			
178	Thomas McSorley	Ballymongan, Killeter, Co. Tyrone.	do.	do.	25	15	1	20	4	5	0	3	10	0	73	13	8			
179	Margaret Byrne (spinster) and Hannah Byrne (wife of Edward Byrne)	do.	do.	do.	26	19	0	0	8	6	0	6	16	8	143	17	2			
180	Charles McGrath, John McGrath, James McGrath and Mary McGrath (spinster)	do.	do.	do.	28, 28A, 28B	16	0	10	6	12	6	5	9	0	114	14	9			
181	Edward Sheils	do.	do.	do.	29	18	3	35	6	7	6	5	5	0	110	10	6			
182	Catherine O'Donnell (widow)	do.	do.	do.	30	20	1	30	6	16	0	5	12	0	117	17	11			
183	John Logue	Crighdenis, Killeter, Co. Tyrone.	do.	Crighdenis	1 and an undivided 1/3 of 2 containing in all	6	3	0	1	13	4	1	7	6	28	18	11			
184	Patrick Collins	do.	do.	do.	4	45	0	20	3	14	6	3	1	4	64	11	3			
185	John Collins	do.	do.	do.	5	43	0	0	3	14	6	3	1	4	64	11	3			
186	Patrick McGlinchy	do.	do.	do.	6	42	0	0	3	14	6	3	1	4	64	11	3			
187	Do.	do.	do.	do.	7	34	2	0	2	9	0	2	0	4	42	9	1			

Reg. No.	Name of Tenant.	Postal Address.	Barony.	Townland.	Reference No. on Map filed in Land Purchase Commission.	Area.	Rent.	Standard Purchase Annuity.	Standard Price.
Holdings subject to Rents other than Judicial Rents—(continued).									
188	John McSorley	Crighdenis, Killeter, Co. Tyrone.	West Omagh	Crighdenis	9, 9A, 9B, 9C 9D and an undivided 1/4 of 11B containing in all	75 0 10 71 3 30	4 0 0	3 5 10	69 6 0
189	James Logue (David)	do.	do.	do.	14	12 0 10	2 11 0	2 2 0	44 4 3
190	Patrick Meehan and Mary Logue (wife of Charles Logue)	do.	do.	do.	16	36 0 0	5 2 0	4 4 0	88 8 5
191	Bridget Mackey (wife of Michael Mackey)	do.	do.	do.	12	26 1 0	3 6 0	2 14 4	57 3 10
193	John McGrath (Far)	Crighshane, Killeter, Co. Tyrone.	do.	Crighshane	7, 7A, 7B	163 0 5	6 7 6	5 5 0	110 10 6
195	Patrick Meehan and Mary Logue (wife of Charles Logue)	Ballymongan, Killeter, Co. Tyrone.	do.	Seegronan	10	7 0 20	2 10 0	2 1 2	43 6 8
196	Patrick Logue	Seegronan, Killeter, Co. Tyrone.	do.	do.	13 and an undivided 1/4 of 9A containing in all	11 1 0 50 2 0	4 10 0	3 14 0	77 17 11
197	Patrick Meehan	Killeter, Co. Tyrone.	do.	do.	19, 19A	25 1 0	1 14 0	1 8 0	29 9 6
198	John Meehan	c/o Patrick Meehan, Killeter, Co. Tyrone.	do.	do.	20, 20A 20B and an undivided 1/4 of 20C containing in all	9 2 30 36 2 0	3 12 6	2 19 8	62 16 2
199	Do.	do.	do.	do.	20D, 20E 20F and an undivided 1/4 of 20C containing in all	6 2 20 36 2 0	3 12 6	2 19 8	62 16 2
200	James Duffy	Seegronan, Killeter, Co. Tyrone.	do.	do.	21 and an undivided 1/3 of 18A containing in all	5 2 0 38 2 20	2 2 6	1 15 0	36 16 10
201	Michael Gallagher	Tulnashane, Killeter, Co. Tyrone.	do.	Tulnashane	2	32 1 8	3 0 0	2 9 4	51 18 7
202	Bridget McCrory (widow)	Tievenameenta, Killeter, Co. Tyrone.	do.	Tievenameenta	1, 1A	60 0 20	8 1 6	6 12 10	139 16 6
204	Alexander Byrne	Essan, Killeter, Co. Tyrone.	do.	Essan	4B and an undivided 1/8 of 4A containing in all	19 2 0 111 2 36	2 15 0	2 5 4	47 14 5

NOTES.—(a) Each holding when vested in the purchaser shall continue to have appurtenant thereto, and to be subject to, as the case may be, any previously existing easements, rights and appurtenances.

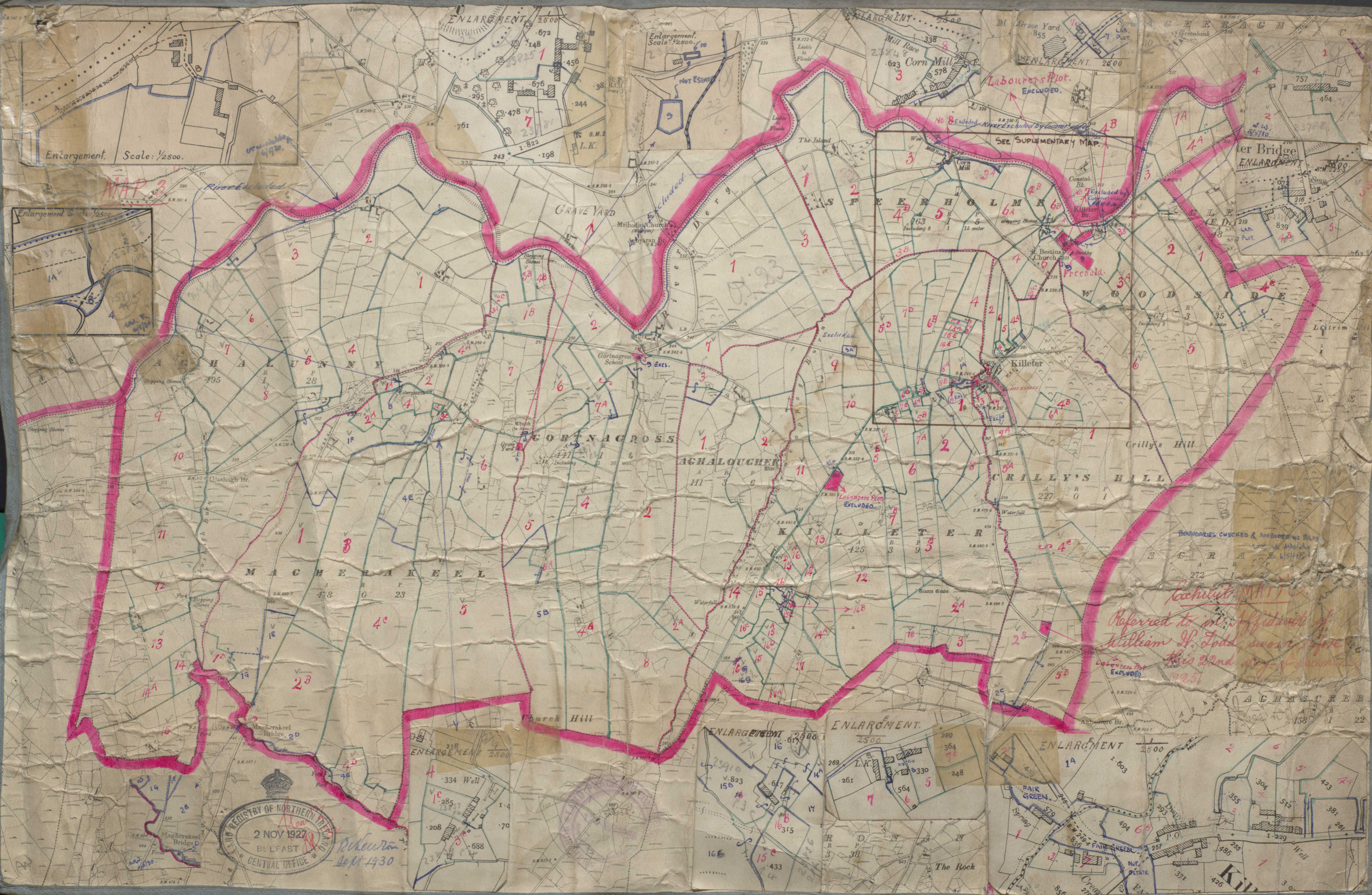
(b) The gale-days for the payment of rent in respect of the above-mentioned holdings are the 1st May and 1st November.

(c) In the cases of (a) Reg. No. 1, (b) Reg. No. 69, (c) Reg. No. 134 and (d) Reg. No. 142 the sums set out as rent are the parts of the original rents of (a) £17, (b) £17, (c) £4 17s. 3d. and (d) £6 18s. 0d. respectively payable in respect of the entire holdings, which have been apportioned to the portions thereof in the occupation of (a) Alexander Andrews, (b) William Clarke Andrews, (c) Patrick McSorley and (d) Samuel Clarke (Magherakeel) respectively, pursuant to the provisions of Section 14 (I) (c) of the Act. The remainders of the original holdings have been treated as separate holdings and these are set out above at Reg. Nos. (a) 203, (b) 205, (c) 206 and (d) 208 respectively.

(d) In the case of Reg. No. 141, as set out in the Schedule of Particulars lodged herein, William Clarke and Robert Clarke are shewn as the direct tenants to the Owner at a rent of £12, but Charles Gourley (Reg. No. 141 above) and John Davis (Reg. No. 207 above) have been treated as the tenants, pursuant to the provisions of Section 14 (I) (b) of the Act.

Dated this 4th day of February, 1931.

W. E. MACLATCHY,  
Secretary.



REGISTRY OF NORTHERN IRELAND  
 2 NOV 1927  
 B.L.F.A.S.T.  
 CENTRAL OFFICE  
*Rehearsal Sept 1930*

*Referred to in Affidavit of William H. Todd sworn before this Land Registry on 1925*

*Estate of Augustus  
FitzHenry A. Smith &  
Co, Tyrone. 23-33*

*MAP 2*



BOUNDARIES CHECKED & AMENDED IN BLUE.

*Wm W. Walsh  
5th May 1930*

*Newton  
Sept 1930*

*Exhibit (MAP) "B"*

*Referred to in the Affidavit of William  
H. Todd, sworn before me this 22nd day of  
December 1925.*

*Wm H. Todd  
James Walsh*

