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Settlement

On the Intermarriage

of

Thomas Homan Mulock Esq^r

With

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Mrs Frances Berry

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6 Jan^y 1802

IRISH LAND COMMISSION.	
ORDERED BY THE COMMISSIONERS.	
1542	
6	No. 3
RECORDED No. E.C. 8299	

This Indenture

Between Thomas Homan Mulock of Bellair in the Kings County Esquire of the first part and Thomas Berry of the first part John Berry of North Chyne Street in the City of Dublin Esquire and Thomas Berry of the second part and Laurence Bempford Moley of Clontarf in the Kings County Esquire of the fourth part Whereas a Marriage is intended by permission of God to be shortly had and solemnized between the said Thomas Homan Mulock and Frances Berry Now this Indenture Witnesseth that in consideration of said intended Marriage and of the sum of one thousand pounds and x s x d Sterling to the said Thomas Homan Mulock in hand paid at or before the envealing or delivery of these presents being the Marriage portion of the said Frances Berry the receipt whereof he the said Thomas Homan Mulock doth hereby acknowledge and thereof and of every part thereof doth acquit and discharge the said Thomas Berry his Executors and Administrators forever of these presents and for providing a competent furniture for the said Frances Berry in case she should survive the said Thomas Homan Mulock her intended Husband and for settling and assuring the Towns and Lands herein after mentioned to such Uses and upon such Trusts as are hereafter expressed and declared and in consideration of the sum of five Shillings Sterling in hand paid to Thomas Homan Mulock by the said John Berry and Thomas Mulock and of five Shillings Sterling to the said Thomas Homan Mulock by the said William Knight Berry and Laurence Bempford Moley in hand paid at or before the Envealing or delivery hereof the said several receipts whereof are hereby respectively acknowledged by the said Thomas Homan Mulock hath granted Bargained sold Released and Confirmed And by these presents Doth Grant Bargain sell Release and Confirm unto the said John Berry and Thomas Mulock being now in the actual possession of the said John Berry and Thomas Mulock by virtue of a Bargain and Sale to them thereof made by the said Thomas Homan Mulock for one whole year for the consideration of five Shillings lawful money of this Realm by Indenture bearing date the day next before the day of the date of these presents and by force of the Statute for transferring Uses into possession and to their Heirs and Assigns All That and Chose the Town and Lands of Kildenny Begon Ballynagarberry and Currys with all and singular the appurtenances thereunto belonging in the Barony of Clontarf and County of Westmeath and the Town and Sands of Skeranagh and Curraghdown with the appurtenances and the Town and Lands of Ballyard otherwise Bellair with the appurtenances all situate lying and being in the Barony of Garrycastle and Kings County Do Have and Do Hold unto and singularly the foresaid Towns Lands and premises with their appurtenances unto the said John Berry and Thomas Mulock their Heirs and Assigns To such Uses and upon such Trusts and to and for such Intents and purposes as are herein after mentioned Expressed and Declared of and concerning the same that is to say To the Use of the said Thomas Homan Mulock until the solemnization of the said intended Marriage And from and after the solemnization of the said intended Marriage do to sit and concerning the Town and Lands of Kildenny Begon Ballynagarberry in the Barony of Clontarf and the County of Westmeath and the Town and Lands of Ballyard or Bellair in the Barony of Garrycastle and Kings County with their several respective Subdenominations To the Use of the said Thomas Homan Mulock for the Term of his Natural life And from and after the determination of that Estate To the Use of the said John Berry and Thomas Mulock and their Heirs during the life of the said Thomas Homan Mulock Upon Trust to preserve the contingent Uses and Estates herein after limited from being defeated and destroyed and for that purpose to make Entries and bring actions as the case shall require But Nevertheless to permit and suffer the said Thomas Homan Mulock to receive and take the Rents Issues and

Profits

thereof and of every part thereof. To his own use and benefit, and from and after the decease of the said Thomas Homan Mulock, Then To the use Intent and purpose that the said Frances Berry or her assigns shall and may yearly and every year during the Term of her natural Life by and out of said Towns Lands and premises receive and take for her own use and benefit One, Annuity or yearly Rent or Sum of Three Hundred Pounds Sterling the same to be paid and payable on every first day of May and first day of November by even and equal portions the first payment to be made on the first of said Days of payment that shall next happen after the decease of the said Thomas Homan Mulock the said payments to be made clear over and above all Taxes Charges Assessments and Impositions whatsoever as well ordinary as Extraordinary Imposed or to be Imposed by Act of Parliament or otherwise, And if it shall happen that the said Annuity or any part thereof shall be behind or in Arrear for or by the space of Twenty one days next after either of the said days of payment, That then and as often as it shall so happen It shall and may be Lawful to and for the said Frances Berry or her Assigns into all and every of the said Towns Lands and premises and any part thereof to enter and distrain and the Disfranchisement and there found to take Lead drive and carry away and thereof to dispose according to Law for the payment of the said Rent and arrears thereof if any there should be together with all such Damages Costs and Charges as the said Frances Berry or her Assigns shall be at or put to for or by reason or on account thereof And in case the said Annuity yearly Rent or Sum of Three Hundred Pounds or any part thereof shall be behind or unpaid by the space of Forty days next after any of the said Days of Payment whereon the same ought to be paid as aforesaid That then and in such Case altho' there shall not have been any demand thereof It shall and may be Lawful to and for the said Frances Berry and her Assigns into the said Premises Charged and Chargeable therewith or into any part or parcel thereof in the Name of the whole to Enter and to receive and take the Rents Issues and profits thereof To her and their own proper use and Uses until thereby or therewith or otherwise the said Frances Berry or her assigns shall be fully satisfied and paid all arrears of the said Annuity together with all Costs Damages Charges and Expenses that he or they shall be put to or sustain by reason of the Nonpayment thereof the said Annuity or yearly Rent for the jointure of the said Frances Berry to be in full Lien Bar and Satisfaction of any Power or Thirds at common Law which she can or may have or claim out of all or any of the Towns Lands and premises whereof or wherein the said Thomas Homan Mulock is or at any time or Times hereafter during their Coverture shall be Seized of any Estate Freehold or Inheritance and from and after the decease of the said Thomas Homan Mulock Then To the use and behoof of the said William Knight Berry and Laurence Bomford Melloy and the Survivor of them and the Executors and Administrators of such Survivor (Subject Nevertheless Charged and Chargeable with the said Annuity) for and during and unto the full end and Term of Three Hundred years from thence next ensuing and fully to be compleat and ended Upon such Trusts and Agreements as are herein after mentioned and expressed of and concerning the same And from and after the Expiration or other sooner Determination of the said Term of Three Hundred Years, and Subject thereunto, And Subject also and Charged and Chargeable with the said Annuity or Jointure To the use and behoof of the first Son of the said Thomas Homan Mulock on the Body of the said Frances Berry to be x x x x x

Begotten

and of the Heirs of the Body of the said First Son lawfully issuing and for default of such Issue ^{to the use and behoof of} the Second, Third, Fourth, Fifth, Sixth and all and every other Son and Sons of the said ^{xx} Thomas Herman Mulock on the Body of the said Frances Berry lawfully to be begotten severally successively and in remainder one after another as they and every of them shall be in ^{xx} seniority of age and priority of Birth the Elder always to take and be preferred before the younger of such Sons and the Heirs of their Body and Bodies lawfully issuing and for default of such Issue ^{to the use and behoof of} all and every the Daughter and Daughters of the said Thomas Herman Mulock on the Body of the said Frances Berry lawfully to be begotten to be equally divided between them if more than one share and share alike as Tenants in common and not as Joint Tenants and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing and if there shall be but one Daughter then the Entire to belong and go to such only Daughter and the Heirs of her Body ^{Provided Always} And it is hereby agreed upon by and between the parties to these presents that in case any of the said Daughters of the said Thomas Herman Mulock on the Body of the said Frances Berry lawfully to be begotten shall Intermarry with any person or persons without the consent in writing first had and obtained of the said Thomas Herman Mulock under his hand and seal or without the consent in writing as aforesaid of the said Frances Berry his intended wife In case the said Thomas Herman Mulock shall not then be living That then and in such case the Share or Shares proportion or proportions of said Joins Lands and Premises to which said Daughter or Daughters so Marrying without such consent would be Entitled as aforesaid shall go to and be equally divided between the other Daughters if more than one as Tenants in common and not as Joint Tenants and to the Heirs of their Bodies lawfully issuing And if but one other Daughter the whole to go to such one Daughter and the Heirs of her Body And for default of all Issue as aforesaid Then to the right Heirs of said Thomas Herman Mulock for Ever Subject to the said Annuity or Jointure as aforesaid And as to for and concerning the said Town and Lands of Grooms in the Barony of Carrington and County of Westmeath and the Town and Lands of Sheeanagh and Carraghdaun in the Barony of Garrycastle and Kings County and their Subtenements In Trust to permit the said Thomas Herman Mulock to receive the Rents and profits thereof for and during the Term of his natural Life and from and after the determination of that Estate ^{to the use of the said John Berry and Thomas Mulock and their Heirs} during the Life of the said Thomas Herman Mulock Upon Trust to preserve the contingent Remainders from being defeated and destroyed and for that purpose to make Entries and bring actions as the case shall require but Nevertheless to permit and suffer the said Thomas Herman Mulock and his assigns to receive and take the Rents and profits thereof and every part thereof to and for his and their own use and benefit ^{xx} and from and after the decease of the said Thomas Herman Mulock ^{to the use and behoof} of the said William Knight Berry and Laurence Benford Holley and the Survivor of them and the Executors and Administrators of such survivor for and during the full term and term of Three hundred years from thence next ensuing and fully to be enjoyed and ended upon such Trusts Nevertheless and for such Intents and purposes and under and subject to such

Concerning

the same and from and after the expiration or other sooner determination of said term of three hundred years and subject & sheweth upon the several further uses Trusts and purposes herein after particularly mentioned and expressed of and concerning the same that is to say in case there should be one or more younger Son and Sons of the said Thomas Heman Mulock on the Body of the said Frances Berry lawfully to be begotten To the use of such younger Son and Sons of the said Thomas Heman Mulock by the said Frances Berry his intended Wife to be equally divided between them if more than one as Tenants in common and not as Joint Tenants and the Heirs of their several Body and Bodies lawfully issuing and in case any such younger Son or Sons shall die before he or they shall attain the age of twenty one years respectively then and in that case the share of such dying Son or Sons shall go to and be equally divided among the surviving Sons of the said Thomas Heman Mulock by the said Frances Berry if more than one and if only one younger Son the said Town and Lands of Currus in the County of Westmeath and of Shacanagh and Curraghdreen in the Kings County to go to such younger Son and the Heirs of his Body lawfully issuing and for default of such Issue or in case there should be no younger Son or Sons of the said Thomas Heman Mulock by the said Frances Berry his intended Wife the same to go to the eldest or only Son of the said Thomas Heman Mulock by the said Frances Berry and the Heirs of his Body lawfully issuing and for default of such Issue To the use of the Right Wirs of the said Thomas Heman Mulock for ever and as to for and concerning the said two several terms of three hundred years herein before limited to said William Knight Berry and Laurence Bemsford Melloy their Executors and Administrators It is hereby agreed by and between all the parties to these presents that the said terms are so limited to them upon the Trusts and to and for the intents and purposes and under and subject to the provisions and Agreements herein after expressed and declared of and concerning the same that is to say in case there shall be one or more Daughter or Daughters of the said Thomas Heman Mulock on the Body of the said Frances Berry his intended Wife lawfully to be begotten Upon Trust that they the said William Knight Berry and Laurence Bemsford Melloy or the Survivor of them or the Executors and Administrators of such Survivor by Sale or Mortgage of said first mentioned term of three hundred years of the Towns and Lands of Killybeg, Ligan and Ballinagaraberry in the Barony of Clontarman and County of Westmeath and Ballyard or Ballyur in the Barony of Garrycastle and Kings County shall and will raise and levy or borrow and take up at Interest the sum of Two thousand four hundred pounds Sterling and also by Sale or Mortgage of said last mentioned term for three hundred years of the Town and Lands of Currus in the Barony of Clontarman and County of Westmeath and of Shacanagh and Curraghdreen in the Barony of Garrycastle and Kings County so limited as aforesaid to the younger Son and Sons of the said Intended Marriage subject to said term shall and will raise and levy or borrow and take up at Interest the sum of six hundred pounds in case there shall be a younger Son and Sons of said intended Marriage but in case there shall be no younger Son or Sons of the said Intended Marriage then and in that case the said William Knight Berry and Laurence Bemsford Melloy shall by Sale or Mortgage of said last mentioned term raise and levy or borrow at Interest the sum of two thousand six hundred pounds Sterling which said sum of six hundred pounds to be raised as aforesaid in case there should be a younger Son or Sons of said

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Intended

Marriage together with the first mentioned Sum of Two thousand four hundred pounds amounting in the whole to three thousand pounds or the Sum of Two thousand Six hundred pounds directed to be raised in case there should be no younger Son or Sons of said intended Marriage together with the said first mentioned Sum of Two thousand four hundred pounds amounting in the whole to Five thousand pounds the said Sum of Three thousand pounds or five thousand pounds as the Case may happen is hereby declared to be as and for a provision for the portion and portions of the Daughter and Daughters of the said Thomas Homan Mulock by the said Frances Berry his intended wife in manner as hereinafter declared of and concerning the same that is to say that the said Sum of Three thousand pounds directed to be raised in case there should be a younger Son or Sons of said intended Marriage or the sum of Five thousand pounds allowed to be raised in case there should be no younger Son or Sons of said intended Marriage or so much of said last mentioned Sum of Five thousand pounds as the said Thomas Homan Mulock shall think proper not less than three thousand pounds (except there should be only one Daughter as hereinafter mentioned) to be and be divided among the Daughter and Daughters of said intended Marriage as and for her and their respective portion or portions in such Share and Shares proportion and proportions payable at such time and times and subject to such provisions and restrictions as the said Thomas Homan Mulock by Deed or Will duly Executed shall direct and appoint and for want of such direction or appointment the said Sum of Three thousand pounds directed to be raised in case there should be a Son or Sons of the said intended Marriage or the Sum of Five thousand pounds allowed to be raised (if raised) in case there should be no younger Son or Sons of the said intended Marriage to be Equally divided between the Daughter or Daughters of the said intended Marriage if more than one Share and Share alike and if but one such one Daughter to have only Two thousand pounds payable as hereinafter mentioned the portion or portions of such Daughter or Daughters in case there should be no direction or appointment of said Thomas Homan Mulock as aforesaid to be paid and payable at her or their respective age or ages of Twenty one years or day or days of Marriage which shall first happen Provided always that in case any of the Daughters shall happen to die before her or their portions shall become due or payable as aforesaid then the portion or portions of such of them so dying shall go to and be Equally divided among the Survivor or Survivors whom and at such time as the original portion or portions of such surviving Daughter or Daughters shall become payable as aforesaid Provided always and it is hereby agreed upon by and between the parties to these presents that in case there shall be only one Daughter of said intended Marriage and that the said Thomas Homan Mulock shall not by Deed or Will duly Executed make any provision for such only Daughter as he is herein before empowered to do that the Sum of Two thousand pounds only shall be raised by virtue of the first mentioned Term for Three hundred years as and for a provision for the said only Daughter any thing herein contained to the contrary notwithstanding And it is hereby further agreed by and between the parties to these presents that in case the said Thomas Homan Mulock shall not by Deed or Will duly Executed as aforesaid the entire Sum of five thousand pounds allowed to be raised in case there should be no younger Son or Sons of the said intended Marriage

Marriage

Then and in that case so much of the said Sum of Five thousand pounds as shall remain after paying the portion or portions of the Daughter and Daughters of said intended Marriage pursuant to the appointment and direction of the said Thomas Homan, Mulock by Deed or Will duly Executed shall not be raised but sink and merge for the benefit of the Inheritance: And in case the said Thomas Homan, Mulock shall die without making such appointment and that there shall be one or more Daughter or Daughters of said Marriage unmarried and within the age of Twenty one years that then the said William Knight Berry and Laurence Bonford, Holloy are authorized to raise and lay an Annual Sum not exceeding Six pounds per Centum per Annum on the portions of such younger Daughters such annual Sum to be for the Education and maintenance of such younger Daughters until the time their portions become vested and payable as aforesaid provided also that in case there be no Daughter or Daughters of the said Thomas Homan, Mulock on the Body of his said intended wife begotten besides the eldest or an only son or in case all and every such child or children shall happen to die before all or any of their said portions shall become due and payable as aforesaid or in case said portions shall by the said William Knight Berry and Laurence Bonford, Holloy their Executors Administrators and Assigns be raised and loved by any of the ways and means in that behalf aforesaid or in case the same by such person or persons as shall for the time being next in Reversion or remainder of the same premises are expectant upon the said two several Terms of Three hundred years each shall be paid or well and truly Secured to be paid according to the true intent and meaning of these presents that then and in any of the said cases and at all times thenceforth the said two several Terms of Three hundred years or so much thereof as shall remain unsold or undisposed of for the purpose aforesaid shall cease determine and be utterly void to all intents and purposes any thing herein authentic to the contrary thereof in any wise notwithstanding And also it is agreed by and between the parties to these presents that the said Thomas Homan, Mulock shall have full power to demise and let all or any part of the said Towns Lands or Tenements Hereditaments and premises herein before mentioned for any Term or number of years not exceeding three lives or thirty one years in possession and not in reversion but not for three Lives or thirty one years which ever shall longest continue Provided always the best and most improved yearly Rent that can be had for the same at the time of letting the same shall be reserved and made payable by such Lease or Leases without any Fine or any thing in the nature or in lieu of any Fine in respect of the making thereof And it is hereby agreed by and between the parties to these presents that in case the said Thomas Homan, Mulock shall survive the said Thomas Berry his said intended wife that the said Thomas Homan, Mulock shall have full power to charge and incur the before mentioned granted and released Towns and Lands Hereditaments and premises with the payment of an Annuity or yearly Rent of One hundred pounds a year as and for a jointure for any after taken wife And the said Thomas Homan, Mulock doth hereby for himself and his Heirs Covenant promise and agree to and with the said Thomas Berry and Frances Berry and to and with the said John Berry and Thomas, Mulock their Heirs and Assigns and to and with the said William Knight Berry and Laurence Bonford, Holloy their Executors Administrators and Assigns That he the said

Thomas Roman Mulock

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with good right and lawful and
terms hereby limited granted and declared of and concerning the same and that the said Lands are
of sufficient value to answer satisfy and discharge the said Sum of Three hundred pounds and also the
said Sums of Three thousand pounds or Five thousand pounds as the case may be and that the said John
Berry and Thomas Mulock and their Heirs and the said William Knight Berry and Laurence Bonfere
Molloy their Executors Administrators and assigns may be seized and possessed and have held and enjoy
the said Towns Lands and premises with their appurtenances peaceably and quietly and free from the
interruption and disturbance of all persons except those claiming under this present settlement and
assurance And for the further Considerations aforesaid and for bearing all Estates said if any be now
subsisting and unborn of and in the said Town and Lands of Ballyard otherwise Ballyard with the
appurtenances hereby granted and released or any of them or any part thereof the said Thomas Roman
Mulock for himself and his Heirs Executors and Administrators doth covenant promise and agree to
and with the said John Berry and Thomas Mulock their Executors and Administrators by these presents
that he the said Thomas Roman Mulock shall and will at his own proper cost and charges before the
end of Easter Term next ensuing the date hereof acknowledge and lay before his Majesty's Justices of the
Court of Common Pleas in Dublin one Fine Sur Consuance de droit come ceo and do forth with proclamations
according to the Statute and the usual Course of Fines in such Cases accustomed of said Towns
Lands and premises of Ballyard otherwise Ballyard with their appurtenances unto the said John Berry
and his Heirs by such Act and covenant names quantitas spatialis number of acres and other descriptions to ascertain the same as
shall be thought meet which said Fine so as aforesaid or in any other manner bond and acknowledged shall be and done to the uses
upon the Fines and to and for the uses and purposes and subject to the provisions limitations and agreements herein before mentioned
expressed and declared of and concerning the same And further that the said Thomas Roman Mulock and his Heirs
or any person lawfully claiming or deriving any estate right title or interest into or out of the before mentioned Towns
Lands Tenements Hereditaments and premises by from or under him them or any of them shall and well from
time to time and at all times hereafter upon the reasonable request of the said John Berry and Thomas Mulock
and their Heirs and the Heirs of the Survivor or William Knight Berry and Laurence Bonfere Molloy three or any of their
Heirs Executors or Administrators or the Heirs Executors or Administrators of the Survivor of them but at the proper cost
and charges of him the said Thomas Roman Mulock make perfect and execute all such further and other ample and
reasonable Acts Deeds Covenants and other covenants in the Law whatsoever for the further better and more perfect
conveying settling and assuring of the said Towns Lands Tenements Hereditaments and premises to and for the uses
and purposes upon the Fines and under and subject to the provisions limitations and agreements herein before
mentioned of and concerning the same as by the said Thomas Berry or by the said John Berry and Thomas Mulock
or by the said William Knight Berry and Laurence Bonfere Molloy their or any of their Heirs Executors Admors
or assigns or their or any of their Heirs Executors in the Law shall be reasonably advised directed and required so as such further assurances tenders
or further or other covenants or promises then against the person or persons Justice or their Heirs who shall make or do the same for and the party or parties who shall be required
to make such further assurances be not any way or in any manner for making or doing anything to and toward above his Miles from Justice or their respective places of abode
In Witness whereof the parties aforesaid have hereunto put their Hands and seals the day and year first before Written: -

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Thomas Mulock

John Berry

William Knight Berry

Laurence Bonfere

Laurence Bonfere