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.

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>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.</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Abstract of Title for the Holdings of the Estate of Fitzhenry Augustus Smith in County Tyrone, prepared by Dickie &amp; 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.</td>
</tr>
<tr>
<td>Appendix C</td>
<td>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.</td>
</tr>
<tr>
<td>Appendix D</td>
<td>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.</td>
</tr>
<tr>
<td>Appendix E</td>
<td>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.</td>
</tr>
<tr>
<td>Appendix F</td>
<td>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.</td>
</tr>
<tr>
<td>Appendix G</td>
<td>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 Belfast Gazette, 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).</td>
</tr>
</tbody>
</table>
Appendix A - Page 2 of 3

[Handwritten text]
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]

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

3d. 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.

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

5th. A 7th 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.

6th. 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.

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

The 8th query is answered in my 5th as to the lime.

9th. the bullocks

10th. the sheep

11th. 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 3d. 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
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. 1, 1719.

ABSTRACT OF TITLE.

Received 30th March 1931.

Dickie & Carson.
Solicitors,
2, Wellington Place, Belfast:
and Cragh, Co. Tyrone.
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. lr. 2sp. Statute Measure or thereabouts; Attybryamore containing 647a. 3r. 26p. Statute Measure or thereabouts; Agherlogher containing 111a. 3r. 6p. Statute Measure or thereabouts; Ballymogan containing 1175a. Or. 1p. Statute Measure or thereabouts; Crighdenia containing 617a. 1r. Op. Statute Measure or thereabouts; Crigneshane containing 962a. 3r. 5p. Statute Measure or thereabouts; Crilly's Hill containing 224a. 3r. Op. 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; Meenajeruges containing 698a. 2r. 4p. Statute Measure or thereabouts; Speerholme containing 160a. 2r. 20p. Statute Measure or thereabouts; Shanaghy containing 322a. 2r. 16p. Statute Measure or thereabouts; Seegronan containing 700a. 3r. 35p. Statute Measure or thereabouts; Tulnashane containing 560a. Or. 9p. Statute Measure or thereabouts; Tievenameenta containing 246a. 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.
On date in margin c/o Henry Jerusalem 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 Lyon Montgomery of Bellamul in the County of Leitrim, Esquire, B.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 Lyon 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 thereinafter declared and expressed of and concerning the same, i.e., as to the Testator's Estate and lands of Ternomonong or Killender 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 £20, 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 thereinafter 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 decease 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 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 uses 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 Termoamongan so situate in the County of Tyrone Upon such Trusts and with and subject to such powers, provisos, agreements and declarations as should as nearly correspond with and be similar to the uses Trusts, powers, provisos, 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 revoc ed 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 impairment of waste and after his decease to the use of his sons successively accord-
ing 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.

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

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

1872
4th. September.
Registered
1872
30th. November

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) not 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 devised unto the said Purchasers in their capacity as Trustees as aforesaid the lands hereditaments and premises therein and thereinafter mentioned TO HOLD the same with the appurtenances unto the said Lessees as such Trustees their Executors Administrators and Assigns from the last 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 last day of February, last. May, last. August and last. November in every year by four equal portions equal and above all public taxes and impositions whatsoever together with twelve pence in the Pound Receivers Fee under and by virtue of which said Indenture the said Purchasers were then in actual possession of the said lands and premises

RECITING that pursuant to the Provisions of the Irish Church Act 1669 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 September 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 and secured by the 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 thereinafter 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 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 Ertrimmgh lands of Terramanogian containing 2 Terrums and one sesire of land excepting the house belonging to the Rectory of Terramanogian 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 denied 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 under tenants with all and singular the castles, houses, buildings, mills, orchards, gardens, meadow, pastures, ways, paths, passages, waters, watercourses, royalties, mines, minerals, quarries, meuses, trees, woods, underwoods, turf, turfs, bogs, commons, commodious right, bridges, ditches, fens, woods, 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 residue right, title, interest, usufruct, inheritance, property, possession, claim and demand whatsoever both in law and equity or otherwise howsoever of them the said Commissioners of Church Temporalities in Ireland of in or out of or upon the said lands, tenements and premises with their and every of their appurtenances subject to the covenants and provisions thereinafter 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 thereof.

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 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 throughout 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.,
lat. February, lat. May, lat. August and lat. 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 date 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

PROVIDED for distress

PROVIDED 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 lat. May, 1871 being 14l. per barrel.

Duly executed and attested.

Original forthcoming. lodged herewith.

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.

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

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

On date in margin Michael Edward Smith died without lawful issue leaving a widow Jane Grace Smith, who is also dead.
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 1869.

RECEIVING that the said FitzHenry Augustus Smith was seized of the lands, estates and hereditaments therein after described for an estate in fee simple in possession

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

RECEIVING the said Wills 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 said hereditaments thereby granted

AND RECEIVING 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 thereinafter mentioned and of vesting the same in himself in fee simple in possession

AND IT IS CHARGED upon the moiety of the said lands, said lands being situated in the Parish of Aghalunny County Meath

Said Indenture WITNESSED that the said FitzHenry Augustus Smith thereby granted unto the said Archibald Vernon Montgomery (inter alia) the lands of Termonamong or Killeter which comprises the townlands of Aghalunny, Agharlogher, Athybrannan, Ballymogon, Ballymogon Mountain, Bighouse Farm, Crilly's Hill, Crighshane, said Crighshane, Keen, Gortnagrosa, Golanum (McHugh) Golanum (Dolan) Killeterboy, Moenamullin, Magheranam, Meenfargus, Meenanag, Speergar, Speerholm, Tulsecave, Tiermaymon, 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 Termonamong 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 vested to take effect after the determination or in defeasance of such estates in tail male or in tail at law or in Equity and as Estate called the Demesne Estate along for ever without any interest or power to take effect after the determination or in defeasance of such estates in tail male or in tail or in Equity and as Estate called the Demesne Estate along for ever in the usufruct of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title all the said several said Estates to be vested and to vest along for ever for the use of the said FitzHenry Augustus Smith his heirs and assigns thereof or for ever once so vested or affected the present title solamente.
1909

[Registered]

20th January

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

REQUITING 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 RESTITING an intended marriage between the said FitzHenry Augustus Smith and the said Kathleen Muriel Travers

AND RESTITING an agreement concerning the same

SAID INDENTURE WITNESSED that in pursuance of the agreement therein contained and in consideration of the said intended marriage the said FitzHenry Augustus Smith and

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 assigns until the solemnization of the said intended marriage and from and after the solemnization thereof to the use of the said FitzHenry 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 heirs 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 nomination of the said Kathleen Muriel Travers and administration declared concerning the same and from and after the expiration or determination of the said term and in the meantime subject thereto to the use of the said Kathleen Muriel Travers 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 heirs and assigns

And Also, that the said Kathleen Muriel Travers and Assigns for the term of one thousand years commencing on the death of the said FitzHenry Augustus Smith without impeachment of waste upon her nomination of the said Kathleen Muriel Travers and administration declared concerning the same and from and after the expiration or determination of the said term to the Trusts thereinafter declared concerning the same and from and after the expiration or determination of the said term to the use of the said Kathleen Muriel Travers and administration declared concerning the same and from and after the expiration or determination of the said term

In pursuance of the Agreement therein contained and in consideration of the said intended marriage the said FitzHenry Augustus Smith and

REQUITING the said Kathleen Muriel Travers and her Assigns 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 up and demanding and issuing out of the Killeter Estate and an Estate called the Dungooley Estate and also any rent charge therein mentioned but which does not affect the present title of all the said several after calling the Rent Charges to be in full for her jointure and in bar of dower and freewill and to be paid just and in full in quarterly payments without any deduction the first of such payments as to each of the said Rent Charges to be made at the end of three calendar months from the date of the death of the said FitzHenry Augustus Smith and as to the said respective rent charges of £200 to be made at the end of three calendar months from the date of the remarriage of the said Kathleen Muriel Travers with a proviso against anticipation.

Further
Further provisions as to re-entry and distraint and subject thereto to the use of the said Pitt Henry Augustus Smith his heirs and assigns for ever.

A PROVISO in case of non-payment for the space of sixty days empowering the Trustees therein appointed to sell the lands thereby charged.

Further provision, 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 Pitt Henry Augustus Smith and said Kathleen Muriel Travers.

Original lodged in J.C.Q. Copy lodged herewith.

On date in margin the said Pitt Henry Augustus Smith made and executed his last Will and Testament, whereby he appointed Messrs. Coutts & Company thereinafter referred to as "the Bank" to be the Executor and Trustees of his Will and after certain legacies 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 estranged 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, or to any part or parts of the said 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 at such time or times and in such manner as they should think fit; and 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 Legacies theretofore given by his Will or any Codicil thereto and should make provision for the payment of any Annuities as 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 investment thereby authorised with power thereto 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.

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.

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.
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.

Daily executed and attested. Copy lodged Borriwilth.

NOTE:- The above will and codicil are being proved in England where the deceasced resided and will be re-sealed in Northern Ireland. A certified office copy of the will and probate will be forthcoming for comparison.

The said will and codicil make bequest of lands to the donee described at the end thereof, and in the original will of 1930. The codicil adds that the said lands shall be conveyed to the donee.

An original copy lodged hereafter and ordered by the parties to be compared with all deeds and documents of title relating to the said lands which are in my power possession or procurement.

[Signature]
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.

SWORN at Omagh in the County of Tyrone, this 7th day of June 1931, before me a Justice of the Peace in and for said County and I know the Deponent.  

J.P.
Dated 3 day of February, 1857.

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

Dickie & Carson,
Solicitors,
Omagh.
THE LAST WILL and TESTAMENT of

Henry Jeremiah Smith of Annesbrook

in the County of Meath Esquire.

WHEREAS under and by virtue 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 hereditums 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 bequeath 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 Exors. 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 Cargans town 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 USE 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 Beauparle to Navan held by
Messrs. Mullin and others, and all my Estate and interest in the Deans and that portion of same
called Britrý and also big and little Hollies or Bonian Landestown 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 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 Dudley 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 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 impairment of waste and to the respective shares therein of each of them, my said daughters after her decease to the use of her son 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 as often as the same shall happen as to as well the share or shares originally limited to the daughter or daughters whose issue shall so fall as the share or shares respectively 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 impairment 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 son 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 impairment of waste, and after her decease to the use of her son 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 Deepark and the two fields adjoining outside the Deepark 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 £50 for and during her life, and subject thereto to the further use intent and purpose that my said Trustees and the survivors of them his heirs and assigns, and other the Trustees or Trustees 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 use of and upon the trust hereinbefore 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 Deepark 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 assign 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 and upon the trust hereinbefore declared touching my said estate and lands of Armbrack, Johnstown, and part of Armbrack 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 sexes and trustees as shall then remain to be performed and fulfilled.

AND as to my estate and lands of Tyrconnell or Killetter in the County of Tyrone held by me under the Sea of Derry for a term of years renewable, according to the custom of Church property and all my estate and interest therein UPON 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 execs. assign or assigns to be observed or performed, and subject
thereunto 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 £200 for and during her life and subject thereto as to the same moiety upon trust that my said trustees or trustees their Exors., Adms., 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 Trustees their Exors., Adms., and assigns do and shall stand possessed of and interested in the said moiety 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 Land 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 said 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 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 Jeremiah 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 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 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 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 Grandson Dudley shall have no son who shall live to attain the age of 21 years, then upon trust to assign the same to the 5th or other son of my said the 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 Grandson 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 shall happen to live and from and after his decease 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 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 for Catherine Wallace, Elizabeth Montgomery, Matilda Smith Daily 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 shall happen to live and from and after his 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 that so the same shall happen 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 shares 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 or their 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 share originally limited to the daughter whose issue shall so fail as the share 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 or 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 Grandson Henry. But in case none of my said daughters shall have a son who shall live to attain the age of 21 years than I direct that the same shall form part of the residue of my personal estate hereafter bequested. 

Note that said moiety as to and concerning the said sum, moiety 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 issue as aforesaid to the use of my said 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 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 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 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 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 their respective seniorities 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 Grandson Dudley for life remainder to his first and other sons successively according to seniority in tail male. Remainder to my Grandson 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 my Grand son Carleton 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 my Grand son Carleton 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 my Grand son Carleton 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 my Grand son Carleton 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 my Grand son Carleton 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.

AND as to and concerning the other undivided moiety of the said Lands of Tennon amonga.n so situate in the County of Tyrone upon such trusts and with and subject to such powers provisions agreements and declarations as shall as nearly correspond with and be similar to the uses trusts powers provisions 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 on my son Stephen in quitant tail male. And also as to the other division of Ardmulcan on the North side of the road held by Francis Murphy Esq. Thomas Mullin and tenants of the said house to pay unto or assign and secure my said wife and her assigns to receive and take another annuity of yearly sum of £50 for and during her life and subject thereunto to the said last mentioned lands and hereditaments 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 use of my son William Thomas Smith and his first and other sons in tail male or such one or so many of the same as shall then remain to be executed.

AND as to and concerning my Estate and lands of Newtown in the County of Meath held by me for lives remainder 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 use of my said son William Thomas Smith and his first and other sons in tail male or such one or so many of the same as shall then remain to be executed.

AND as to and concerning that portion of my said Estate and lands of Newtown called the Rosedale together with the ten miles adjoining and abutting in the County of Meath and the said annuity of £50 for ever hereafter 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 use of my said son William Thomas Smith and his first and other sons in tail male or such one or so many of the same as shall then remain to be executed. And I devise and bequest to the same.

AND I will and direct that the respective annuities heretofore provided and charged on the 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 hereby give and grant unto the said respective assignees full power of distress and entry for recovery of the said annuities when in arrear as are usual in cases of rent reserved upon common lands.

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 impediment of waste and after his decease to the use of his same successor and in tail male.

I authorize 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 tenancy 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 authorize 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 term 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 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 hereby and 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 household Estate and Lands of Mullaffin comprised in my Marriage Settlement (I having an and conceive given my said son Stephen Henry Smith such more than an equivalent thereof) and to join my said Trustees and all other necessary parties in settling and assuring the said part of Mullaffin to the extent declared concerning same by this my Will. And in case my said son Stephen Henry if living shall for the space of six calendar months next after my decease decline or refuse to comply with the foregoing request and injunction then I will and direct that such and every of the limitations hereinbefore contained to my said son Stephen Henry and his first and other issue 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 Survivors of them his Executors and Adors. the sum of £5000 Sterling upon trust as to the sum of £5000 moiety of the said sum of £5000 for my daughter Matilda Smith her Exors. and Adors. to which I give and bequeath the same and as to the sum of £5000 residue of the said sum of £5000 upon trust for my daughter Emily Smith her Exors. and Adors. to which 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 £2000 in trust for my said daughter Mary Smith her Exors. and Adors. and assigns but in case I shall make provision for my said daughter then I direct that the said Legacy of £2000 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 paid of carriage Horses and any one of my carriages at my select. And I also give and bequeath 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 in which themselves 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 Linens 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 kindsoever 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. Adors 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 except 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 hereafter 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 Trustees 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 adors or administrator of the last surviving or continuing trustees to appoint a New Trustee or new trustees in the place of the trustees 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 Estate Monies stocks funds shares and securities then vested in the trustees or trustees for the time being or in the heirs Executors or Adors 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 trustees or trustees jointly with such new trustees or trustees or in such new trustees. Solely as the case may require, and every trustee appointed 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 thereby 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 moneys 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 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
Appendix D - Page 1 of 6
This Indenture

Made the 1st day of September 1803

Between The Commissioners of

Montgomery on Behalf of the County of Down and Hugh Lyons, of

Newtownards, in the County of Down, in pursuance of the Act of Parliament

Entitled "An Act for the Settlement of the Poor in Ireland," and in pursuance of the

Orders and Directions thereof, to sell and convey the premises described in the

Schedule hereunto annexed, to the said Montgomery, for and in consideration of the

sum of One thousand pounds and twenty shillings, to be paid by the said

Montgomery to the said Hugh Lyons for the premises aforesaid, with all the

incumbrances, rents, and profits thereof, and the said premises are to be conveyed

to the said Montgomery, absolutely and completely free from all incumbrances,

and to the said Montgomery to have and to hold the same unto and for the

use and service of the said Montgomery, and his heirs, assigns, and successors,

for ever.

In Witness whereof the said Montgomery, on behalf of the County of Down, and

the said Hugh Lyons, have hereunto set their hands and seals this the 1st day of

September, 1803.

[Signed]

Montgomery

Hugh Lyons

Schedule

The premises described in the Schedule attached hereto.
Appendix D - Page 4 of 6

Henry Smith by the same and severance of said land, all the premises where and being in the county of

Appendix D - Page 4 of 6

Henry Smith by the same and severance of said land, all the premises where and being in the county of

Appendix D - Page 4 of 6

Henry Smith by the same and severance of said land, all the premises where and being in the county of

Appendix D - Page 4 of 6

Henry Smith by the same and severance of said land, all the premises where and being in the county of
O'By any of the said steps above the same ought to be fixed and observed that they
and as often as that shall happen, shall and may be lost, lost to the sick.
Communion of the Church, Corporations in general their members and
officers the sick and members of the sick and members as many as
best in shown and shown unto the sick as 20th in shown to the sick.
performed by the sick and members are commended and confirmed to
be lost to the sick unto the sick of the Church as a whole and the
sick of the Church as a whole to the sick of the Church as a whole
and from the sick of the Church as a whole to the sick of the Church as a whole.
Also that the forfeit and annuities aforesaid be continued in recovery of the said lands of two hundred and forty-eight pounds four shillings and five pence, heretofore due, and be available for recovery of such additional lands and that such additional lands shall be paid and payable on the same days and times and in the manner of said original light of two hundred and forty-eight pounds four shillings and five pence to be paid and payable and made payable, and that the said Commissioners of Church Commissions in Ireland in the year of the said Purchasers have furnished to the present of the said acts be calculated and some account be given by the said Commissioners to the present of the sale of the same immediately preceding the first day of May one thousand eight hundred and twenty one, being the first day of April next before the charge by the said Purchasers of the said forfeit. As above mentioned, the average price of such being the sum principally grown in Kilkenny County, in the said period of five years and have ascertainment of the said average price to be four shillings and one penny per pound. Now the said Commissioners of Church Commissions in Ireland have in the said period of the said Purchasers and the said average price of four shillings and one penny per pound to be made in the said period of the said Purchasers, and to be inserted in the present sheet of the said average prices, and the same is hereunto sealed accordingly. For the receipt of the said Purchasers and the said average price of four shillings and one penny per pound, the said Purchasers have hereinunto set their names and seals the day of their seal on their purchase warrants.

Sealed and sworn to by the said Commissioners of Church Commissions in Ireland in presence of

[Signature]

[Signature]

[Signature]

[Signature]
Dated the 5th day of December 1929

Settlement
- on the marriage of -

Fitzhenry Augustus Smith, Esq., with
Miss Kathleen Muriel Travers.

Burch & Co.,
6, Bolton Street,
W.1.

Copied by
Dickie & Carson,
 Solicitors,
Belfast.
THIS INDENTURE made the 31st. day of December One thousand nine hundred and
nine BETWEEN FITZHENRY AUGUSTUS SMITH of
Bessborough Ballrath in the County of Meath Esquire of the first part KATHLEEN MURIEL TRAVERS
of 3 Grenville Place South Kensington London Spinster of the second part and HUGH MORTIMER TRAVERS
a Captain in His Majesty's Leicestershire Regiment now quartered at Dover and ERNEST ST GEORGE
SMITH a Lieutenant in His Majesty's Regiment of Royal Dublin Fusiliers now quartered at Aldershot
of the third part WHEREAS the said Fitzhenry Augustus Smith is seised of the lands rent
and hereditaments hereinafter particularly described for an estate in fee simple in possession
AND WHEREAS a Marriage has been arranged and in intended to be shortly had and solemnized
between the said Fitzhenry Augustus Smith and the said Kathleen Muriel Travers AND WHEREAS
upon the treaty for the said intended marriage it was agreed that the said FitzHenry Augustus Smith
should so settle the said lands rent and hereditaments hereinafter particularly described as to
secure to the said Kathleen Muriel Travers if she should survive the said FitzHenry Augustus Smith
a jointure rent charge of Four hundred pounds per annum for her life such rent charge to be reduced
to one hundred pounds per annum upon the re-marriage of the said Kathleen Muriel Travers
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration
of the said intended marriage the said FitzHenry Augustus Smith AS SETTLOR DOTH HEREBY GRANT AND
CONVEY unto the said Hugh Mortimer Travers and Ernest St. George Smith FIRSTLY ALL THAT AND THOSE
the towns and lands of Termonamongan or Killeter which comprise the townlands of Aughahinny Aughaloh
Aythalmeermore Ballymogan Ballymogan Mountain Bighouse Farm Greelyshill Croyshane Croydenis Oisen
Gortmagross Golandun McHugh Golandun Dolan Killeterbray Meenamullen Magherskeil Meenavergas Sheenady
Seedgronan Spearholme Tulnashane Thievenanmeetagh and Woodside together with a perpetual annuity of
One hundred pounds charged upon one moiety of the said lands of Termonamongan or Killeter all which
said lands and hereditaments are situate in the Barony of Omagh West and County of Tyrone and are
hereinafter called the "KILLETHER ESTATE" SECONDLY: ALL THAT AND THOSE the town and lands of
Dungooley situate in the Barony of Dundalk Upper and County of Louth AND ALSO the yearly fee farm
rent of One hundred pounds nine shillings and eight pence reserved by an Indenture bearing date the
sixth day of June One thousand eight hundred and seventy four and issuing and payable out of the
said lands of Dungooley which said rent and lands are hereinafter called the "DUNGOOLEY ESTATE"
AND THIRDLY ALL THAT AND THOSE the town and lands of Mullaghfin situate in the Barony of Lower
Duleek and County of Meath which said lands are hereinafter called the "MULLAGHFIN ESTATE"
TO HAVE AND 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 FitzHenry 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 to commence on the
death of the said FitzHenry Augustus Smith without impeachment of waste upon the trusts and subject
to the powers and provisions hereinafter declared and contained 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 shall survive
the said FitzHenry Augustus Smith the said Kathleen Muriel Travers and her assigns shall therefor
during her life receive for her separate use 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
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 Bungolley 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 Wallaghfin 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 and so often it shall be lawful for the said Kathleen Muriel Travers and her assigns to enter into and distraint 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 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 impeachement 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 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 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 pro-
ofits 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 trust
presents shall be vested in the said Kathleen Muriel Travers during her life IN
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, Sol.r. 13, Molesworth St. Dublin.
Wm. J. Molley, Law Clerk, 13, Molesworth St. Dublin.

SIGNED SEALED AND DELIVERED
by the said Kathleen Muriel Travers in the presence of:-
Gertrude L. Thelwall, Widow, 5, King’s Road,<br>  Broomwood Park, London, N.
Eleanor Louisa Devaney, widow, c/o Sir J. J. Boyle, Bart.,<br>  25, Charles Street, St. James’ Square, London.

SIGNED SEALED AND DELIVERED
by the said Captain Hugh Mortimer Travers in the presence 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. Brennan, A.R.
Dated 7th. November, 1930

Smith & Co. and for a

of in both presence
his presence and li
be subscribed our names

6 Bolton Str. London

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

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

Copies by:-
Dickie & Carson,
Solicitors,
Dungannon.
IN HIS MAJESTY’S HIGH COURT OF JUSTICE.

THE PRINCIPAL PROBATE REGISTRY.

BE IT KNOWN that Henry Augustus Smith of Beesborough Devises 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 thereof 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 shown 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 £8,360. 7. 9.

And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer on the said Affidavit that £1676. 10. 9 on account of Estate Duty and interest on such duty has been paid.

Dated the 7th day of November 1930.

H. F. C. Norbury.
Registrar.

The deceased died domiciled in England.

H. F. C. Norbury.
Registrar.

NOTED PURSUANT TO ORDER DATED 31st. March 1931.

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

1. I FITZ HENRY AUGUSTUS SMITH formerly of Bessboro Bairroth in the County of Meath but now of Bessboro Devises in the County of Wilts Require 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 inurred.

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 Mariel Smith the sum of Five hundred pounds and to my nephew Cecil Henry Briscoe (hereinafter 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 of his

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 Amnesbrooke 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 Annuities 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 become charged solely on the capital and income of the investments so set apart. And upon the causer 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 Clergyman 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 Devises for the purpose 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 Cocks 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 Hummell the sum of One hundred pounds as a mark of 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.

15. I DEVISE all that messuage or dwelling house 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 seized 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.

16. 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 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 any 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 nor 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.

16. 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 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 any subject to any such appointment as aforesaid in trust for all or any the children or child of my said Nephew who being male attains the age of twenty one years or being female attains 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 Nephews may intestitancing the Trust 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 of 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 money 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 America or any Foreign Government or any State or Province Turning part of any such Country or Government.

(b) Stocks, funds bonds or securities of any Municipal or other Corporation or public body whatever 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

22. IN WITNESS whereof I the said Fitis Henry Augustus Smith have hereunto set my hand.

FITS H. A. SMITH

SIGNED by the said Fitis Henry Augustus Smith the Testator as and for his last 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
G. REDPATH his Clerk.

1. I FULTO NICHOLAS SMITH of Beesborough Devises in the County of Wilts require 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 REVOCED clause 6 of my said will and in lieu thereof I DIRECT that the following annuities 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 heir called Wattie Ferguson during her life and 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 interest 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 DIRECT 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 Murray 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

FULTO J. 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.

BASIL BOREL - Housekeeper Beesborough Devises.

FLORENCE HANSEN, Beesborough, Devises. (Parlour Maid).

I FULTO NICHOLAS SMITH of Beesborough Devises in the County of Wilts require DECLARE this to be a Second Codicil which I make this first 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 REVOCED 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 Beesborough) 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 DECLARE 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 unauthorized dealing or disposition of the said articles.

2. I DIRECT to my wife for her own use and benefit absolutely and free of all death duties all the rest of my furniture linen glass chin. books manuscripts and plate thereunto or interfered with.
plated articles and pictures and all my horses, carts and all
other articles of personal domestic, or household and stable
parlor 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 discon-
tinued 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 represent-
ing 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 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 this 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. MELSON 6 Bolton Street London W.1
Solicitor

6 Bolton Street London W.1.

I FITZ HENRY AUGUSTUS SMITH of Besaboro Devizes in the
County of Wiltz 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 heretofore subscribed our names as witnesses.


We the undersigned do hereby declare that the property and personal effects of the above named are to be disposed of in accordance with the provisions of his said Codicil to his Will and that the residue of the property and personal effects are to be disposed of in accordance with the provisions of the said Will.
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 to 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.

<table>
<thead>
<tr>
<th>NAME</th>
<th>RESIDENCE</th>
<th>OCCUPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sir Edmund Wyldbore-Smith</td>
<td>Cadogan Place, London, S.W.1</td>
<td>Banker</td>
</tr>
<tr>
<td>Thos. Cook &amp; Son, Ltd.</td>
<td>Berkeley Street, London, W.1</td>
<td>Tourist Agents</td>
</tr>
</tbody>
</table>

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;
190 George Street, Edinburgh;
York Street, Manchester;
1 St. Andrew's Crescent, Cardiff;
15 Donegall Square West, Belfast,
or through any bookseller.
**LAND PURCHASE COMMISSION, NORTHERN IRELAND.**

**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 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.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alexander Andrews</td>
<td>Magherakeel, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>4, 4A, 4B, 4C, 4D, 4E</td>
<td>90 2 5</td>
<td>13 6</td>
<td>9 13</td>
<td>8 203 17 2</td>
</tr>
<tr>
<td>2</td>
<td>James Mongan (senior)</td>
<td>Ballymongan, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>17, 17A, 17B, 17C, 17D</td>
<td>6 0 16</td>
<td>2 10 0</td>
<td>1 16 4</td>
<td>38 4 11</td>
</tr>
<tr>
<td>3</td>
<td>Thomas McSorley</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>13, 19A, 19B, 19C</td>
<td>10 0 30</td>
<td>4 0 0</td>
<td>2 18 2</td>
<td>61 4 7</td>
</tr>
<tr>
<td>4</td>
<td>James Mongan (Jesse)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>22, 22A</td>
<td>5 0</td>
<td>6 2 8</td>
<td>2 15 0</td>
<td>2 0 0</td>
</tr>
<tr>
<td>5</td>
<td>John McGlinchy</td>
<td>Crighdenis, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>11, 11A, 11B</td>
<td>22 0 25</td>
<td>15 0 25</td>
<td>3 4 6</td>
<td>2 7 0</td>
</tr>
<tr>
<td>6</td>
<td>James McMenamin (wife of William Alexander Young)</td>
<td>Seegronan, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>12, 12A</td>
<td>3 5 0</td>
<td>2 7 4</td>
<td>49 16 6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Mary Eliza Duffy</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>18</td>
<td>11 0</td>
<td>6 2 8</td>
<td>2 15 0</td>
<td>2 0 0</td>
</tr>
<tr>
<td>8</td>
<td>Michael Gallagher</td>
<td>Tulnaeshane, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>3, 3A</td>
<td>13 5 3 2 9 0</td>
<td>3 12 10</td>
<td>76 13 4</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>James McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>16 0 10</td>
<td>2 2 6</td>
<td>1 11 0</td>
<td>32 12 8</td>
</tr>
</tbody>
</table>

Holdings subject to Judicial Rents fixed before the 15th August, 1896. 

Holdings subject to Judicial Rents fixed between the 15th August, 1896, and the 15th August, 1911.
<table>
<thead>
<tr>
<th>Reg. No.</th>
<th>Name of Tenant (sp)</th>
<th>Postal Address</th>
<th>Barony</th>
<th>Townland</th>
<th>Reference No. on Map in Land Purchase Commission</th>
<th>Area</th>
<th>Rent</th>
<th>Standard Purchase Annuity</th>
<th>Standard Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Stewart Young</td>
<td>Aghalougher</td>
<td>West Omagh</td>
<td>Aghalougher</td>
<td>1</td>
<td>34</td>
<td>2</td>
<td>6</td>
<td>23</td>
</tr>
<tr>
<td>19</td>
<td>Patrick Mollon</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>20</td>
<td>William Clarke</td>
<td>Lisleard</td>
<td>Mournebeg P.O.</td>
<td>Strabane, Co. Tyrone</td>
<td>3</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>21</td>
<td>Patrick Mehan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>John James McLaughlin</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Arthur McCrory</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>24</td>
<td>Michael Collins</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7</td>
<td>29</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>25</td>
<td>Patrick Dougherty</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7</td>
<td>9</td>
<td>2</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>26</td>
<td>Philip O'Donnell</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>10</td>
<td>37</td>
<td>0</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>27</td>
<td>Patrick Moshun</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>11</td>
<td>29</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>28</td>
<td>Joseph McCrory</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>13</td>
<td>13</td>
<td>3</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>29</td>
<td>James Mongan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>14</td>
<td>14</td>
<td>14</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>30</td>
<td>John James Forsythe</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>7</td>
<td>0</td>
</tr>
<tr>
<td>31</td>
<td>Denis Longhwy</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>20</td>
<td>49</td>
<td>2</td>
<td>16</td>
<td>11</td>
</tr>
<tr>
<td>32</td>
<td>Sarah McCrory</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>27</td>
<td>27A</td>
<td>9</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>33</td>
<td>James Logue</td>
<td>Crighdenis, Killetter, Co. Tyrone</td>
<td>do.</td>
<td>Crighdenis</td>
<td>2</td>
<td>16</td>
<td>7</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>34</td>
<td>Mary Logue (widow)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>11</td>
<td>10</td>
<td>0</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>35</td>
<td>William Logue</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>36</td>
<td>John Gallen</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>10</td>
<td>10A</td>
<td>27</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>37</td>
<td>John O'Donnell</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>15</td>
<td>15</td>
<td>26</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>38</td>
<td>Charles McGrath</td>
<td>Crighdenis, Killetter, Co. Tyrone</td>
<td>do.</td>
<td>Crighdenis</td>
<td>1</td>
<td>1A</td>
<td>1</td>
<td>3</td>
<td>20</td>
</tr>
<tr>
<td>39</td>
<td>Charles McGrath</td>
<td>Crighdenis, Killetter, Co. Tyrone</td>
<td>do.</td>
<td>Crighdenis</td>
<td>1</td>
<td>1B</td>
<td>3</td>
<td>3</td>
<td>20</td>
</tr>
<tr>
<td>40</td>
<td>Robert Byrne</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3</td>
<td>32</td>
<td>1</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>41</td>
<td>Patrick McFarland and Alexander McSorley</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>108</td>
<td>0</td>
<td>7</td>
<td>17</td>
<td>0</td>
</tr>
<tr>
<td>42</td>
<td>Ellen McGrath</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>5A</td>
<td>135</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>43</td>
<td>James McLaughlin</td>
<td>Orily's Hill, Killetter, Co. Tyrone</td>
<td>do.</td>
<td>Orily's Hill</td>
<td>1</td>
<td>14</td>
<td>3</td>
<td>20</td>
<td>17</td>
</tr>
<tr>
<td>44</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>2A</td>
<td>2</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>William John Geary</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>4A</td>
<td>29</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>46</td>
<td>Andrew Young</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>5A</td>
<td>31</td>
<td>0</td>
<td>20</td>
</tr>
<tr>
<td>48</td>
<td>Alexander Byrne</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3</td>
<td>34</td>
<td>0</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>49</td>
<td>Denis McGrath</td>
<td>Athabryanmore, Killetter, Co. Tyrone</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>127</td>
<td>2</td>
<td>27</td>
<td>3</td>
</tr>
<tr>
<td>50</td>
<td>William Clarke</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>2A</td>
<td>98</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>51</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>2A</td>
<td>98</td>
<td>2</td>
<td>20</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------</td>
<td>----------------</td>
<td>---------</td>
<td>-----------</td>
<td>------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>--------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>62</td>
<td>John James</td>
<td>Speerholme,</td>
<td>West Omagh</td>
<td>Gortnagross</td>
<td>3</td>
<td>24</td>
<td>38</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>63</td>
<td>Jane Kyle</td>
<td>Killetter, Co.</td>
<td>Gortnagross</td>
<td>Killetter</td>
<td>8</td>
<td>48</td>
<td>2</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>54</td>
<td>John McHugh</td>
<td>Golandun</td>
<td>do.</td>
<td>McHugh, Killetter, Co. Tyrone.</td>
<td>4</td>
<td>78</td>
<td>0</td>
<td>12</td>
<td>1</td>
</tr>
<tr>
<td>55</td>
<td>Charles McHugh</td>
<td>Shanaghy,</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>57</td>
<td>2</td>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td>56</td>
<td>Patrick McSorley</td>
<td>Dolan</td>
<td>do.</td>
<td>Golandun McHugh, Killetter, Co. Tyrone.</td>
<td>1, 1A</td>
<td>205</td>
<td>1</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>57</td>
<td>Jane McLaughlin (widow)</td>
<td>Golandun Dolan</td>
<td>Magheraheol Dolan</td>
<td>2, 4G</td>
<td>1</td>
<td>1</td>
<td>20</td>
<td>2</td>
<td>31</td>
</tr>
<tr>
<td>58</td>
<td>Patrick Mehan</td>
<td>Killetter, Co.</td>
<td>do.</td>
<td>Killetter</td>
<td>1, 1A</td>
<td>43</td>
<td>0</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>59</td>
<td>James Carlin</td>
<td>Killetter, Co.</td>
<td>do.</td>
<td>do.</td>
<td>2, 2A</td>
<td>33</td>
<td>3</td>
<td>7</td>
<td>13</td>
</tr>
<tr>
<td>61</td>
<td>John Cunningham</td>
<td>Killetter, Co.</td>
<td>do.</td>
<td>do.</td>
<td>5, 5A</td>
<td>33</td>
<td>0</td>
<td>30</td>
<td>8</td>
</tr>
<tr>
<td>62</td>
<td>Thomas McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7, 7A</td>
<td>31</td>
<td>3</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>64</td>
<td>Catherine Kelly (spinster)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>9</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>65</td>
<td>Stewart Young (spinster)</td>
<td>Aghalougher</td>
<td>Aghalougher</td>
<td>10</td>
<td>21</td>
<td>1</td>
<td>10</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>66</td>
<td>Patrick Mellon</td>
<td>Killetter, Co.</td>
<td>do.</td>
<td>do.</td>
<td>11</td>
<td>17</td>
<td>1</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>67</td>
<td>James McSorley and Daniel McSorley</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>14, 14A</td>
<td>14B</td>
<td>81</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>James McSorley</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>17, 17A</td>
<td>17B</td>
<td>22</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>69</td>
<td>William Clarke (spinster)</td>
<td>Magheraheol</td>
<td>Magheraheol</td>
<td>1, 1A</td>
<td>1B, 1C</td>
<td>1D</td>
<td>1E</td>
<td>1F</td>
<td>97</td>
</tr>
<tr>
<td>70</td>
<td>James McAlinn</td>
<td>Killetter, Co.</td>
<td>do.</td>
<td>do.</td>
<td>2, 2A</td>
<td>49</td>
<td>0</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>71</td>
<td>Patrick McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3, 3A</td>
<td>51</td>
<td>2</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>72</td>
<td>Samuel Clarke</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>21</td>
<td>3</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>73</td>
<td>John McMenamin (Edward)</td>
<td>Meenanmullan</td>
<td>Meenanmullan</td>
<td>1</td>
<td>24</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>14</td>
</tr>
<tr>
<td>74</td>
<td>James McMenamin (John)</td>
<td>Meenanmullan</td>
<td>Meenanmullan</td>
<td>2, 2A</td>
<td>19</td>
<td>1</td>
<td>20</td>
<td>2</td>
<td>11</td>
</tr>
<tr>
<td>75</td>
<td>James McSorley and Daniel McSorley</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3, 3A</td>
<td>100</td>
<td>2</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>76</td>
<td>Rose Ann McHugh (spinster)</td>
<td>Meenanmullan</td>
<td>Killetter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>77</td>
<td>James McMenamin (Edward)</td>
<td>Meenanmullan</td>
<td>Meenanmullan</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>13</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>78</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4A</td>
<td>6</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>79</td>
<td>Samuel Baxter</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>80</td>
<td>Bridget Baxter</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>28</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>81</td>
<td>Francis McKeene (spinster)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7</td>
<td>138</td>
<td>0</td>
<td>16</td>
<td>0</td>
</tr>
<tr>
<td>82</td>
<td>Bella O'Donnell (spinster)</td>
<td>Meenasferus</td>
<td>Killetter, Co. Tyrone.</td>
<td>do.</td>
<td>do.</td>
<td>1</td>
<td>122</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>83</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>125</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>84</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>80</td>
<td>3</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>---------</td>
<td>----------------</td>
<td>----------------</td>
<td>--------</td>
<td>----------</td>
<td>--------------</td>
<td>-------------</td>
<td>--------------------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>Eunice Maude Speer</td>
<td>Speerholme, Killister, Co. Tyrone</td>
<td>West Omagh</td>
<td>Speerholme</td>
<td>1</td>
<td>33 0 25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>Vance James Speer</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>33 0 25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>John James Cunningham</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3 3A</td>
<td>3B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>John Clarke</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>32 0 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>89</td>
<td>Charles McCormack</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6 6A</td>
<td>6B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>Matthew Galen</td>
<td>Shanaghy, Killister, Co. Tyrone</td>
<td>Shanaghy</td>
<td>Shanaghy</td>
<td>7</td>
<td>24 0 21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>21 0 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>Patrick McSorley</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3 5</td>
<td>20 1 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>93</td>
<td>James Morgan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>25 0 30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>94</td>
<td>Francis McElhill</td>
<td>do.</td>
<td>7 7A 12</td>
<td>3 30</td>
<td>1</td>
<td>4 0 0 3 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>95</td>
<td>Mary Anne Gallen</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>9 5A 14 2</td>
<td>3 10 0 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>96</td>
<td>Mary McCrory (widow)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>9 10 12</td>
<td>2 15 2 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>97</td>
<td>James Lynch</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>10 10A</td>
<td>27 1 20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>98</td>
<td>Arthur McElhill</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>11 11A</td>
<td>26 1 30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>99</td>
<td>Joseph Lunny</td>
<td>Seegronan, Killister, Co. Tyrone</td>
<td>Seegronan</td>
<td>do.  2</td>
<td>42 0 0</td>
<td>7 6 5 5 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>John McManus</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3 3A</td>
<td>11 2 20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>Peter Meehan and Mary Logue (wife of Charles Logue)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4 4A</td>
<td>12 1 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102</td>
<td>Mark Meehan</td>
<td>do.</td>
<td>Scraghey, Killeen, Castlederg</td>
<td>do.  5</td>
<td>12 1 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>Thomas Donaghy</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6 6A</td>
<td>8 3 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>Thomas Donaghy (spinster) and Mary Donaghy (spinster)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7 7A</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>105</td>
<td>Do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>53</td>
<td>2 28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>106</td>
<td>Philip McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>9</td>
<td>3 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>Owen Glacken</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>50</td>
<td>2 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------</td>
<td>-------------------------</td>
<td>--------------</td>
<td>------------------</td>
<td>-----------------------------------------------------</td>
<td>-------</td>
<td>------</td>
<td>--------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>108</td>
<td>Catherine Donaghy</td>
<td>Seegronan, Co. Tyrone</td>
<td>West Omagh</td>
<td>Seegronan</td>
<td>12, 12A</td>
<td>0</td>
<td>0</td>
<td>21 0 16 0 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>109</td>
<td>Joseph Sayk</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>14, 14A</td>
<td>1</td>
<td>1</td>
<td>41 8 3 16 0 79 9 6</td>
<td></td>
</tr>
<tr>
<td>110</td>
<td>Patrick Meenan and Mary Eliza Duffy (widow)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>15, 16, 16A</td>
<td>0</td>
<td>0</td>
<td>15 4 1 9 0 50 10 10</td>
<td></td>
</tr>
<tr>
<td>111</td>
<td>Mary Eliza Duffy (widow)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>17, 17A</td>
<td>0</td>
<td>0</td>
<td>3 6 0 2 14 4 57 3 10</td>
<td></td>
</tr>
<tr>
<td>112</td>
<td>Patrick Meenan and Mary Logue (wife of Charles Logus)</td>
<td>Ballymogan, Co. Tyrone</td>
<td>do.</td>
<td>do.</td>
<td>22</td>
<td>0</td>
<td>0</td>
<td>1 1 4 8 25 19 4</td>
<td></td>
</tr>
<tr>
<td>113</td>
<td>Charles McPeake</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>23, 23A</td>
<td>0</td>
<td>0</td>
<td>3 6 0 2 14 4 57 3 10</td>
<td></td>
</tr>
<tr>
<td>114</td>
<td>Anthony Hugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2 1 2 0 0 44 4 3</td>
<td></td>
</tr>
<tr>
<td>115</td>
<td>James Rooney</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4, 4A</td>
<td>0</td>
<td>0</td>
<td>5 6A 10 19 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>116</td>
<td>Susan O'Donnell</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5, 5A</td>
<td>0</td>
<td>0</td>
<td>5B 5C 0 2 16 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>117</td>
<td>John Flood</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6, 6A</td>
<td>0</td>
<td>0</td>
<td>3 8 0 2 18 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>118</td>
<td>Patrick Logue</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2, 2A</td>
<td>0</td>
<td>0</td>
<td>2 15 0 2 5 4 47 14 5</td>
<td></td>
</tr>
<tr>
<td>119</td>
<td>James McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3 18 0 3 4 2 87 10 11</td>
<td></td>
</tr>
<tr>
<td>120</td>
<td>William McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>1 12 0 1 6 4 5 17 15 4</td>
<td></td>
</tr>
<tr>
<td>121</td>
<td>James McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>2 14 3 0 9 4 51 18 7</td>
<td></td>
</tr>
<tr>
<td>122</td>
<td>Francis Gallagher</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7</td>
<td>0</td>
<td>0</td>
<td>4 13 6 17 0 81 1 1</td>
<td></td>
</tr>
<tr>
<td>123</td>
<td>The Representatives, of Bridget McHugh (deceased)</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>8</td>
<td>0</td>
<td>0</td>
<td>3 8 0 2 16 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>124</td>
<td>William McCormack</td>
<td>Woodside, Co. Tyrone</td>
<td>Woodside</td>
<td>Killester</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2 15 0 2 5 4 47 14 5</td>
<td></td>
</tr>
<tr>
<td>125</td>
<td>James Brown</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>7 13 0 6 6 0 122 12 8</td>
<td></td>
</tr>
<tr>
<td>126</td>
<td>William McCormack</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4, 4A</td>
<td>0</td>
<td>0</td>
<td>5B 5C 0 2 16 0 58 18 11</td>
<td></td>
</tr>
<tr>
<td>127</td>
<td>Robert Thomas Young</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>5 7 0 5 15 4 29 10 9 3 6</td>
<td></td>
</tr>
<tr>
<td>128</td>
<td>Michael Logue</td>
<td>do.</td>
<td>do.</td>
<td>Seegronan</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>6 7 5 6 5 110 10 10</td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>William James Hamilton</td>
<td>do.</td>
<td>do.</td>
<td>Magheraskel</td>
<td>4D</td>
<td>0</td>
<td>0</td>
<td>3 19 0 3 10 0 64 0 8</td>
<td></td>
</tr>
<tr>
<td>205</td>
<td>Thomas MacKay</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>9 8 0 2 6 1 15 10 37 14 5</td>
<td></td>
</tr>
<tr>
<td>206</td>
<td>James McCorry</td>
<td>do.</td>
<td>do.</td>
<td>Aghalunny</td>
<td>14A</td>
<td>0</td>
<td>0</td>
<td>1 10 0 4 2 4 88 13 4</td>
<td></td>
</tr>
<tr>
<td>207</td>
<td>John Davis</td>
<td>do.</td>
<td>do.</td>
<td>Gortnasgro, Killester, Co. Tyrone</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>3 2 15 12 8 29 11 7 1</td>
<td></td>
</tr>
<tr>
<td>208</td>
<td>John Meenan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5A</td>
<td>0</td>
<td>0</td>
<td>3 10 0 1 4 8 25 19 4</td>
<td></td>
</tr>
</tbody>
</table>

Holdings subject to Rents fixed between the 15th August, 1886, and the 16th August, 1911—(continued).
<table>
<thead>
<tr>
<th>Reg. No.</th>
<th>Name of Tenant</th>
<th>Postal Address</th>
<th>Barony</th>
<th>Townland</th>
<th>Reference No. on map filed in Land Purchase Commission</th>
<th>Area</th>
<th>Rent</th>
<th>Standard Purchase Annuity</th>
<th>Standard Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>136</td>
<td>John Speer</td>
<td>Speerholme, Kilteer, Co. Tyrone.</td>
<td>West Omagh</td>
<td>Speerholme</td>
<td>4A, 4B, 4C.</td>
<td>4D</td>
<td>10 0</td>
<td>6 19 10 147 3 10</td>
<td></td>
</tr>
<tr>
<td>139</td>
<td>William McCormack</td>
<td>Woodside, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Woodside</td>
<td>3A, 3B</td>
<td>3B</td>
<td>10 0</td>
<td>4 16 4 101 8 1</td>
<td></td>
</tr>
<tr>
<td>140</td>
<td>Arthur McCormack</td>
<td>Gortnagross, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Gortnagross</td>
<td>4A</td>
<td>4B</td>
<td>10 0</td>
<td>6 19 10 147 3 10</td>
<td></td>
</tr>
<tr>
<td>141</td>
<td>Charles Gourley</td>
<td>Magherakeel, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Magherakeel</td>
<td>5B</td>
<td>5B</td>
<td>0 0</td>
<td>8 10 9 10 2</td>
<td></td>
</tr>
<tr>
<td>142</td>
<td>Samuel Clarke</td>
<td>Glebe, Artiganvan P.O., Strabane, Co. Tyrone.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>143</td>
<td>James Andrew Clarke</td>
<td>Lislaire, Mournebeg P.O., Strabane, Co. Tyrone.</td>
<td></td>
<td>Lislaire</td>
<td>7A</td>
<td>7A</td>
<td>0 0</td>
<td>8 4 8 173 6 8</td>
<td></td>
</tr>
<tr>
<td>144</td>
<td>William Clarke</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>145</td>
<td>Ellen McHugh (widow)</td>
<td>Magherakeel, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Magherakeel</td>
<td>5A</td>
<td>5A</td>
<td>0 0</td>
<td>8 10 9 10 7</td>
<td></td>
</tr>
<tr>
<td>146</td>
<td>Samuel Baxter</td>
<td>Meenamullan, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Meenamullan</td>
<td>5A</td>
<td>5A</td>
<td>0 0</td>
<td>8 10 9 10 7</td>
<td></td>
</tr>
<tr>
<td>147</td>
<td>Patrick Gallen</td>
<td>Golasdun, McHugh, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Golasdun</td>
<td>2</td>
<td>2</td>
<td>0 0</td>
<td>5 6 3 4 7 6 9 2 2</td>
<td></td>
</tr>
<tr>
<td>148</td>
<td>Thomas Hilley</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>149</td>
<td>John McGlynn</td>
<td>Shanaghy, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Shanaghy</td>
<td>1A, 1C</td>
<td>1A, 1C</td>
<td>0 0</td>
<td>3 12 6 19 8 62 16 2</td>
<td></td>
</tr>
<tr>
<td>150</td>
<td>Patrick McSorley</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>151</td>
<td>Neill McElhill</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>Do.</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>153</td>
<td>John Barclay</td>
<td>Crilly's Hill, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Crilly's Hill</td>
<td>6A</td>
<td>6A</td>
<td>0 0</td>
<td>3 16 6 18 5 18 7</td>
<td></td>
</tr>
<tr>
<td>154</td>
<td>Ann McHugh (wife of Patrick McHugh)</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>155</td>
<td>Denis Carlin</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>156</td>
<td>Charles Dolan</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>157</td>
<td>William Dolan</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>158</td>
<td>Sarah Quinn (widow)</td>
<td>Shanaghy, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Shanaghy</td>
<td>13A</td>
<td>13A</td>
<td>0 0</td>
<td>3 16 6 3 0 66 6 4</td>
<td></td>
</tr>
<tr>
<td>159</td>
<td>Patrick McSorley</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>160</td>
<td>Francis Dolan</td>
<td>do.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>161</td>
<td>Patrick McSorley</td>
<td>Shanaghy, Kilteer, Co. Tyrone.</td>
<td></td>
<td>Shanaghy</td>
<td>16A, 16B</td>
<td>16A, 16B</td>
<td>0 0</td>
<td>3 16 6 3 0 66 6 4</td>
<td></td>
</tr>
</tbody>
</table>

Holdings subject to Rents other than Judicial Rents—(continued).
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>163</td>
<td>Michael Logue</td>
<td>Seegronan, Killeter, Co. Tyrone.</td>
<td>West Omagh</td>
<td>Killeter</td>
<td>18</td>
<td>4 1 20</td>
<td>0 13 4 0 11 0 11</td>
<td>11 7</td>
<td></td>
</tr>
<tr>
<td>165</td>
<td>Patrick McSorley</td>
<td>Menasfergus, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Menasfergus</td>
<td>3</td>
<td>158 1 0</td>
<td>4 13 6 3 17 0 81 1 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>166</td>
<td>Bella O'Donnell</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>212 2 4</td>
<td>4 0 0 3 5 10 69 6 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>167</td>
<td>Patrick Byrne and Brien Byrne</td>
<td>Essan, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Essan</td>
<td>1, 1A</td>
<td>16 0 20</td>
<td>4 12 6 3 16 2 80 3 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>168</td>
<td>Edward McHugh</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>2, 2A</td>
<td>14 2 18</td>
<td>3 19 0 3 5 68 3 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>169</td>
<td>Owen O'Donnell and Daniel O'Donnell</td>
<td>Ballymongan, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Ballymongan</td>
<td>1, 1A, 1B, 1C, 1E</td>
<td>39 3 20</td>
<td>6 7 6 5 5 110 10 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>170</td>
<td>James Lynch</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>3</td>
<td>5 5 30</td>
<td>2 5 0 17 0 38 18 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>171</td>
<td>Charles O'Donnell</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>55 1 15</td>
<td>4 1 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>172</td>
<td>Patrick Mongan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>8 9 0 0</td>
<td>0 7 6 0 5 10 6 2 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>173</td>
<td>James Mongan</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>15</td>
<td>26 3 0</td>
<td>4 7 6 3 12 0 75 15 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>174</td>
<td>James McCay</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>16, 16C</td>
<td>5 0 30</td>
<td>12 15 2 5 4 47 14 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>175</td>
<td>Philip Byrne</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>21, 21A</td>
<td>3 1 15</td>
<td>13 3 30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>176</td>
<td>Patrick Rodden</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>21B</td>
<td>6 2 5</td>
<td>2 7 6 1 19 2 41 4 7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>177</td>
<td>Arthur McCrory</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>24, 24A</td>
<td>4 2 20</td>
<td>2 1 6 1 14 2 35 19 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>178</td>
<td>Thomas McSorley</td>
<td>Ballymongan, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Ballymongan</td>
<td>22</td>
<td>0 25</td>
<td>2 2 9 1 15 2 37 0 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>179</td>
<td>Margaret Byrne (spinster) and Hannah Byrne (wife of Edward Byrne)</td>
<td>Aghalunney, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Aghalunney</td>
<td>22</td>
<td>0 25</td>
<td>2 2 9 1 15 2 37 0 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>180</td>
<td>Charles McGrath</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>28, 28A</td>
<td>16 0 10</td>
<td>6 12 6 5 0 114 14 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>181</td>
<td>John McGrath</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>29</td>
<td>18 3 35</td>
<td>6 7 6 5 5 0 110 10 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>182</td>
<td>Edward Shells</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>30</td>
<td>20 1 50</td>
<td>6 16 0 5 12 0 117 17 11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>183</td>
<td>Catherine O'Donnell (widow)</td>
<td>Crighdenis, Killeter, Co. Tyrone.</td>
<td>do.</td>
<td>Crighdenis</td>
<td>6 3 0</td>
<td>1 3 4 1 7 6 28 18 11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>184</td>
<td>John Collins</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>4</td>
<td>45 0 20</td>
<td>3 14 6 3 1 4 64 11 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>185</td>
<td>Patrick McGlinchey</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>5</td>
<td>43 0 6</td>
<td>3 14 6 3 1 4 64 11 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>186</td>
<td>Patrick McGlinchey</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>6</td>
<td>42 0 0</td>
<td>3 14 6 3 1 4 64 11 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>187</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>do.</td>
<td>7</td>
<td>34 0 0</td>
<td>2 9 0 2 0 4 43 9 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Holdings subject to Rents other than Judicial Rents—(continued).*
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>188</td>
<td>John McSorley</td>
<td>Cribshane, Killester, Co. Tyrone</td>
<td>West Omagh</td>
<td>Cribshane</td>
<td>75 0 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>189</td>
<td>James Logue</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 14 7 1 0</td>
<td>2 7 4 8 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>190</td>
<td>Patrick Meehan and Mary Logue (wife of Charles Logue)</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 10 3 6 0 0</td>
<td>5 2 6 8 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>191</td>
<td>Bridget Mackey (wife of Michael Mackey)</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 12 2 6 1 0</td>
<td>3 6 6 2 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>192</td>
<td>John McGrath (Far)</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 7 7 A 16 3 0 5</td>
<td>5 5 5 0 110 10 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>193</td>
<td>Patrick Meehan</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 13 1 1 1 0</td>
<td>4 10 6 14 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>194</td>
<td>Mary Logue (wife of Charles Logue)</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 17 7 0 9 0</td>
<td>2 1 9 2 3 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>195</td>
<td>Patrick Logue</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 19 18 A 25 1 0</td>
<td>1 1 4 0 1 8 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>196</td>
<td>John Meehan</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 20, 20 A 9 2 2 3 0</td>
<td>3 12 6 6 2 4 6 1 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>197</td>
<td>Patrick Meehan</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 20, 20 B 9 2 2 3 0</td>
<td>3 12 6 6 2 4 6 1 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>198</td>
<td>John Meehan</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 20, 20 C 9 2 2 3 0</td>
<td>3 12 6 6 2 4 6 1 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>199</td>
<td>Do. do. do.</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 20 D, 20 E 6 2 6 8</td>
<td>2 1 9 2 3 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200</td>
<td>James Duffy</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 21 1 1 1 0</td>
<td>2 2 6 1 1 5 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>201</td>
<td>Michael Gallagher</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 21 1 1 1 0</td>
<td>2 2 6 1 1 5 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>202</td>
<td>Bridget McCrocy (widow)</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 21 1 1 1 0</td>
<td>2 2 6 1 1 5 0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203</td>
<td>Alexander Byrne</td>
<td>do. do. do.</td>
<td>do. do.</td>
<td>do. 21 1 1 1 0</td>
<td>2 2 6 1 1 5 0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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) £7, (b) £17, (c) £4 17s. 3d. and (d) £6 18s. 6d. 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 Meehan and (d) Samuel Clarke (Magherakeel) respectively, pursuant to the provisions of Section 14 (f) (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 shown 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 (f) (b) of the Act.

_Dated this 4th day of February, 1931._

W. E. MACLATCHY,
Secretary.

Land Purchase Commission, Northern Ireland,
7 Upper Queen Street, Belfast.