



Stamp 10/-

THIS INDENTURE Made the 6th day of November, 1912, BETWEEN George Brabazon Ellard of Cincinatti, in the United States of America and John Brabazon Ellard of Charleston House, Clareston Road, Rathmines in the County of Dublin of the one part, and Harriette Emily Bourke, of Connaught House, Grove Oak, Weston-Super-Mare, in England Spinster of the other part WHEREAS by Indenture dated the 21st day of November, 1803 and expressed to be made between Rebecca Coghlan, Widow and Letitia Burke, Spinster, both in the City of Dublin of the one part, and Edward Burke of Great Charles Street in the County of Dublin, Gentleman of the other part ALL AND SINGULAR the lands therein and hereinafter particularly mentioned and described were demised by the said Rebecca Coghlan and Letitia Burke, unto the said Edward Burke his heirs and assigns TO HOLD for the lives of the said Edward Burke, Edward Burke and Richard Burke sons of the said Edward Burke and for the lives and life of the survivors and survivor of them at the rent and subject to the covenants and agreements in the said Indenture now in recital expressed and contained, and in said Indenture now in recital is contained a covenant on the part of the said Rebecca Coghlan and Letitia Burke their heirs and assigns for the perpetual renewal of the said Lease on the payment of a renewal fine of £12 on the fall of each life AND WHEREAS the last renewal of said Indenture of Lease was made in or about the year 1862 for the lives of The Reverend Henry Herbert and Edward Thomas Bourke and for the life and lives of such other persons as under or by virtue of the covenants for renewal contained in the said recited Indenture of Lesse and any renewal thereof should for ever thereafter be added thereto AND WHEREAS the said Revd. Henry Herbert died in the month of December 1874 and Edward Thomas Bourke died on the 19th day of January 1908 AND WHEREAS the said George Brabazon Ellard and John Brabazon Ellard are now the owners of the reversion expectant on the determination of the said Lease within the meaning of The Renewable Leasehold Conversion Act, and the said Harriette Emily Bourke is now the owner of the said Lease within the meaning of the said Act AND WHEREAS the said Harriette Emily Bourke as owner of such Lease in perpetuity has applied to the said George Brabazon Ellard and John Brabazon Ellard to execute to her a Grant of an Estate in Inheritance in Fee simple of the said hereditaments and premises under the provisions of the said Act which the said George Brabazon Ellard and John Brabazon Ellard have agreed to do in manner hereinafter appearing AND WHEREAS all the rent due in respect of the said hereditaments and premises has been paid and discharged up to the 29th day of September, 1912 AND WHEREAS the said George Brabazon Ellard and John Brabazon Ellard have agreed with the said Harriette Emily Bourke to accept the sum of £150 in full discharge of all renewal and other fines and interest now due, which sum of £150 has been paid by the said Harriette Emily Bourke to the said George Brabazon Ellard and John Brabazon Ellard (the receipt whereof they hereby respectively acknowledge) AND WHEREAS it has been computed pursuant to the Statute herein before mentioned, that the yearly fee farm rent to be henceforth payable in respect of the said lands hereditaments and premises after adjustment under the provisions of the Local Government (Ireland) Act 1898, shall be the sum of £20:15:0 NOW THIS INDENTURE WITNESSETH that in pursuance of the agreement in that behalf hereinbefore mentioned and in consideration of the premises and of the yearly fee farm rent

virtue of the provisions of the "Renewable Leasehold Conversion Act" the said George Brabazon Ellard and John Brabazon Ellard do by these presents grant unto the said Harriette Emily Bourke her heirs and assigns the said hereditaments and all other the premises comprised in the said hereinbefore recited Indenture of the 21st day of November 1803, and therein described as "ALL THAT AND THOSE the houses, tenements, cabins, gardens and wast plots on Fahybegg with the dwellinghouse late in the possession of John Duggan and formerly in possession of John Lynch Fitzthomas, adjoining the house formerly in possession of Thomas Simcocks on Fahybegg, and from the said John Duggan's said house to Matthew French's holding on Behybegg aforesaid, and extending into the said Thomas Simcocks garden in about one quarter or fourth part thereof or so far as the said Rebecca Coghlan and Letitia Burke have a right thereto with the appurtenances thereunto belonging in as full and ample a manner as the same were lately held by Benjamin Roberts and his undertenants, situate lying and being at the West Suburbs of the Town of Galway in the County of the Town of Galway" and all other the premises comprised in the said hereinbefore recited Indenture of Lease TO HAVE AND TO HOLD all and singular the premises hereinbefore expressed to be hereby granted unto and to the use of the said Harriette Emily Bourkeher heirs and assigns for ever YIELDING AND PAYING therefor and thereout yearly and every year during the continuance of this Grant unto the said George Brabazon Ellard and John Brabazon Ellard their heirs and assigns, the yearly Fee Farm Rent or sum of £20:15:0. to be paid and payable on the 29th day of September and 25th day of March in each year by two even and equal payments said rent to be paid clear over and above all rates, taxes, charges, assessments and impositions whatsoever as well ordinary as extraordinary imposed or to be imposed by Act of Parliament or otherwise howsoever (Quit Rent and Crown Rent and Landlord's proportion of Income Tax only excepted) it being hereby agreed that all rates, taxes charges assessments and impositions save as aforesaid shall be paid and discharged by the said Harriette Emily Bourkeher heirs and assigns AND if it shall happen that the said reserved yearly rent or any part thereof shall be behind and in arrear for or by the space of twenty one days next after either of the said days whereon the same ought to be paid as aforesaid that then and so often as it shall so happen it shall and may be lawful to and for the said George Brabazon Ellard and John Brabazon Ellard their heirs and assigns into the said demised premises and every and any part thereof to enter and distrain and the distress and distresses then and there found to take lead drive and carry away and thereof dispose according to law for satisfaction of the said rent and arrears thereof (if any be together with all such damages costs and charges as the said George Brabazon Ellard and John Brabazon Ellard their heirs and assigns shall be put to for or by reason or on account thereof, provided nevertheless that if a sufficient distress countervailing such rent as at any time hereafter shall happen to be in arrear cannot be had found or come at on the said demised premises that then and in such case it shall and may be lawful to and for the said George Brabazon Ellard and John Brabazon Ellard their heirs or assigns into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again possess detain and enjoy as in their former estate as if these presents had never been made anything herein contained

to the contrary thereof in anywise notwithstanding AND the said Harriette Emily Bourke doth for herself her heirs executors administrators and assigns covenant promise and agree to and with the said George Brabazon Ellard and John Brabazon Ellard their heirs and assigns in manner following, (that is to say) that she the said Harriette Emily Bourke her heirs executors administrators or assigns shall and will from time to time during the term hereby granted well and truly pay or cause to be paid unto the said George Brabazon Ellard and John Brabazon Ellard their heirs and assigns the said reserve yearly rent on the days and times hereinbefore appointed for payment thereof as aforesaid And also that the said Harriette Emily Bourke her heirs and assigns shall and will from time to time and at all times hereafter during the said term well and sufficiently amend preserve uphold maintain and keep all and singular the said demised premises and all improvements whatsoever that now are or at any time hereafter during the said term shall be made thereon in good and sufficient tenantable Order condition and repair AND the said George Brabazon Ellard and John Brabazon Ellard do hereby for themselves their heirs and assigns covenant promise and agree with the said Harriette Emily Bourke her heirs and assigns that she the said Harriette Emily Bourke her heirs executors administrators and assigns well and truly paying and performing the rents reservations covenants conditions and agreements herein mentioned shall and may peaceably and quietly for ever hereafter have hold possess occupy and enjoy all and singular the said hereby demised premises with the appurtenances without the let trouble disturbance or eviction of them the said George Brabazon Ellard and John Brabazon Ellard or either or them of any person or persons lawfully claiming by from or under them or any of them AND it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Five hundred pounds IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED SEALED AND DELIVERED by the said

George Brabazon Ellard (Seal).

George Brabazon Ellard in the presence of:-

Will L. Finch, British Vice Consul,  
Cincinnati, U.S.A.

SIGNED SEALED AND DELIVERED by the said

John Brabazon Ellard (Seal).

John Brabazon Ellard in presence of:-

A. J. Taylor, 2, Longford Terrace, Monkstown,  
Solicitor.

H. A. P. Taylor, 31, Wellington Quay, Dublin,  
Solicitor.

SIGNED SEALED AND DELIVERED by the said

Harriette E. Bourke (Seal).

Harriette Emily Bourke in presence of:-

H. B. Worthington, Christ Church Vicarage,  
Weston-S-Mare. Clark in Holy Orders.

REGISTERED in the Registry of Deeds, Dublin at 54 Minutes after 12 o'clock on the 15th day of November 1912, Book 151 No. 174.

George Boyd.

A.R.

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Dated the 6th day of November, 1912.

George B. Ellard & Anr.

- TO -

Miss Harriette Emily Bourke.

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(2)

Copy/

FEE FARM GRANT.

William V. Seddall, Esq.,  
Solicitor,  
6, Westmoreland Street,  
Dublin.

I certify that the within has  
been compared with a  
careful copy of the Original  
the form granted and that  
it is a true copy of said  
certificat copy  
21st June 1950  
Wm. V. Seddall  
Solicitor