

KENMARE MANUSCRIPTS

COIMISIÚN LÁIMHSCRÍBHINNÍ NA hÉIREANN
THE IRISH MANUSCRIPTS COMMISSION

THE KENMARE MANUSCRIPTS

EDITED BY

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KENMARE MANUSCRIPTS

INTRODUCTION

THE family papers and manuscripts belonging to the Earl of Kenmare, which are the subject of the present volume, contain much important material of a very varied character. There is a remarkably full series of rental ledgers and estate account books, a considerable volume of correspondence, many hundreds of Chancery bills, briefs and other legal documents, a very large number of conveyances, leases, etc., together with various interesting miscellaneous items, the majority, but not all, of them relating to the Browne family and the Kenmare estate. It seemed best to calendar these different classes of material separately and to each of the corresponding sections of this book, designated Parts I to V, I have prefixed an introductory note briefly describing the documents comprised in it.

Though the early rental ledgers have evidently been frequently consulted in recent years no arrangement of the general collection of papers, etc., had ever been attempted before, and judging by the depth of the coat of dust which lay on every exposed surface, they must have remained untouched for at least a generation.* I have now arranged them in such a way that any document referred to in the following report can easily be found.

Although the Browne family was already firmly established in Co. Kerry before the end of the sixteenth century, comparatively few original deeds or papers belonging either to that or the next century survive. Apart from a French 15th century Book of Hours and disregarding fairly recent, but authentic, copies of some sixteenth century deeds, the earliest documents in the collection are two Stuart grants, dated 1620 and 1637, and a certificate of Knighthood conferred in 1648 by Pope Innocent X on Sir Nicholas Plunkett, the Chairman of the Confederation of Kilkenny, who was one of the many distinguished Irishmen related by blood or marriage to the Brownes of Killarney or Hospital.

It would be superfluous to draw the reader's attention here to particular items of special interest to be found in the collection, as this is done in the introductory notes referred to above.

No doubt the reason for the preservation of so little relating to the estate or its owners in the seventeenth century was their adherence

* This remark does not apply to a few important items, such as the original Stuart grants, the Papal Bull of 1725, and the Book of Hours, which have always been most carefully preserved.

to the cause of James II, with the consequent attainder and forfeiture which followed the surrender of Limerick; for the Brownes were driven into exile and penury and a break occurred then in the continuity of their actual possession of the family estates in Counties Kerry, Cork and Limerick.

Though originally English, the connexion of the family with Ireland dates back as far as the first year of the reign of Queen Elizabeth: Sir Valentine Browne was appointed Surveyor General in 1559, and after spending 40 years in this country as an important official of the Crown found his last resting place in Dublin. The sons of his second marriage became landed proprietors in Munster but, unlike most of the English settlers since the Reformation, the Brownes soon reverted to the old religion, and though they can hardly be said to have become Gaelicized they were at least sufficiently identified with the old Gaelic aristocracy to be coupled with the great Irish families in a seventeenth-century Irish poem* eulogizing the old order.

Beginning with this Sir Valentine's eldest son Nicholas, who married the daughter of O Sullivan Beare, in the next few generations the Brownes made matches with the leading Catholic families of Munster and Leinster—O Sullivan Mór, Fitzgerald of Desmond, MacCarthys, Butlers, O'Briens, Plunketts and many others, details of which will be found in the pedigree printed below (*vide p. 470 et seq.*). By these marriages they consolidated their position as undisputed members of the Catholic aristocracy and at the same time as the possessors of the vast estate which they had in various ways obtained.

As this estate was one of the largest in Ireland, and was held during the severest period of the Penal Laws without the smallest compromise being made in matters of religion, a brief summary of the information to be derived from the documents calendared in this report regarding the means by which it was acquired and retained may be given here.

It began with a simple mortgage of some lands in Co. Kerry belonging to that MacCarthy who was for a time Earl of Clancar, till he relinquished the title and went into open hostility to Queen Elizabeth. The title to this estate was in 1588 confirmed by a grant from the Crown (*vide p. 459*) and a further patent of James I. (*v. p. 353*) covered all the lands they had acquired in Co. Kerry up to 1620.

The grantee in this case was the grandson of the first Sir Valentine—Meanwhile, his younger son, Thomas, had come into possession of the Hospital estate, *i.e.*, the lands confiscated on the dissolution of the monasteries, two generations before his time, from the Knights of St. John of Jerusalem. He did this by his marriage with Mary Apsley, the heiress of the estate, which, it must be explained, included a

* "Τυριερό να η-Είρεσση" by John O Connell, called Bishop of Kerry by Martin O Brennan in his *Ancient Ireland* (1855), where this long poem is printed. Fr. D. A. Reidy informs me, however, that O Connell was a layman from Iveragh.

considerable area in Cos. Cork and Kerry as well as in Co. Limerick. Mary Apsley was herself Irish on her mother's side, for that lady was the daughter of John Browne, known as the Master of Awney, and her mother was an O'Ryan. (*v. p.* 458).

It will be seen by a perusal of the relevant documents that a lack of sons on the part of the Hospital Brownes and two marriages of Kerry Brownes with their Limerick cousins resulted in the amalgamation of the whole of these two big estates into one. The marriage which finally effected this was that of Sir Nicholas Browne, afterwards 2nd Viscount Kenmare, with Helen Browne, the heiress of Hospital. The date of this was 1684. The settlements made at the time of these marriages sowed the seeds of protracted and expensive lawsuits, which were not finally disposed of for almost 100 years. (See Part IV).

As I have already mentioned, Sir Valentine Browne, the 3rd Bart., and his son Nicholas, were devoted supporters of James II. That king in May, 1689, conferred on Sir Valentine the title of Viscount Kenmare.

The creation of this title is in itself of interest because it was one of eight created by King James after he had been deprived of the throne of England but was still at least *de facto* King of Ireland; and the patent was duly entered on the rolls in Dublin, from which it was never erased. The remaining seven peerages referred to either lapsed or became merged in others about the validity of which there was no question: the Kenmare Viscounty, which was thus not on a par with those subsequent Jacobite creations termed "titular" went on from father to son, recognized for all practical purposes both in England and Ireland, even by the Lord Lieutenant (*v. pp.* 82-83), legal documents usually adding the words "commonly called Lord Kenmare" to the name of Nicholas, Valentine or Thomas Browne. It may be remarked here that this title is derived from Kenmare Castle, near Hospital, part of the Co. Limerick estate of the Browne family, and not, as might naturally be supposed, from the town of that name, which, though not actually on the Browne estate, is quite near to its outlying portions. The ancient name, of course, of the place where Petty built the town he called Kenmare was Neidin.

A word should be said here about the fortunes of the Brownes during the Cromwellian upheaval. The Kerry Browne was a minor at the time and was reinstated after the Restoration as an innocent Papist; the Browne of Hospital fought in the war and attended Charles II in exile and, I may add, was not among those who had cause to complain of his ingratitude (*p.* 462).

Once we reach the eighteenth century very full records of everything relating to the estate and the family are available, for the same reason that those of an earlier period are not so plentiful: the forfeiture which was the cause of dispersing the greater part of what had been preserved up to that time gave rise, in turn, to endless litigation, some of it dragging on for over seventy years.

The forfeited estate was vested in the Chichester House Trustees, but the claim of Valentine, Nicholas's heir, then a child, to a reversion in tail male was allowed, so that the Trustees could only dispose of a life interest in it, *i.e.* the life of the attainted Nicholas, 2nd Viscount Kenmare. This was bought for a little over £3,000 by the notorious John Asgill, on whose extraordinary career* further light is thrown by the papers now published for the first time. In the Introduction to the Poems of Δουδασάν ο Ρατζαίτε† some pages are devoted to a not unjust description of the sharks who attempted to make money and acquire land out of the fallen fortunes of the Brownes. The ogres there depicted in the persons of John Asgill, Richard Hedges, Mortagh Griffin and the rest come to life, and often reveal quite human and even pleasing traits, when one peruses these original Kenmare papers in which they are constantly appearing. O Rahilly himself,* however, is mentioned only once—as the impoverished author of a song for “Master Tom,” *i.e.*, the 4th Viscount (*p.* 271). Unfortunately this song, having been treated as a voucher for the payment, is not preserved so that we do not know whether it was written in Irish or in English. Though Gaelic words appear here and there, the Irish language is very seldom mentioned in these papers: one of the few references to it will be found in the 4th Viscount's “Observations” (*p.* 238).

John Asgill married the eldest Browne girl of the pre-forfeiture generation, who was brought up in England as a Protestant: the only one in the family, apart from her sister Fanny, who turned in 1724 after marrying Ned Herbert. Asgill ruined himself—he passed the last 30 years of his life in or practically in the Fleet Prison—and nearly ruined the Brownes. Valentine, the 3rd Viscount, came of age in 1716, but the inheritance to which he succeeded when his father died in exile 4 years later was engulfed in debt through Asgill's mismanagement, and the family residence at Ross, where the dwelling house (whose ruins can still be seen adjacent to the castle) had just been completed in 1688, was in the occupation of a military garrison. The difficulty experienced in meeting the heavy encumbrances on the impoverished estate had the effect of fostering disputes in the family and driving close relatives into law with each other, much of which was both protracted and costly. The first step towards placing the estate once more in a sound financial position was taken when certain portions of it were sold, including a large area of woods in the Bantry district; but this could not be done without procuring a special Act of Parliament, the passage of which in 1727 was largely due to the efforts of Lord Kenmare's aunt, Madame da Cunha, a lady of great personality, who figures very prominently in the pages of this report. From this on the position steadily improved: in 1729 Valentine could afford to live at the rate of £1,200 a year without getting into debt;

* See article in *Dictionary of National Biography*.

† Irish Texts Society, 1915.

in 1736, when he died, the net value of the estate was about £2,900 a year; fifty years later, thanks even more to the prudent management of his successor than to the general rise in rents throughout the country, the rentroll amounted to approximately £10,000; and I may add that during the greater part of the nineteenth century it was above £30,000.

How, it will be asked, was a Catholic family able to retain almost unimpaired this great estate, exceeding 130,000 acres in extent, despite the Penal Code? The answer, though not obvious at first sight, is actually quite simple. The Penal Laws enacted that a Catholic might not purchase land, nor might he take more than a comparatively short lease and that only at its true value; and it is certain that evasion was made difficult by the encouragement of "Protestant discoverers." He might inherit land, but a Catholic's estate must be divided at his death equally between his sons, with provision for the sole inheritance of a Protestant son, should one conform. It is true that these and various other harsh clauses of the Penal Code were sometimes evaded with the help and connivance of friendly Protestants, but no such aid was invoked by the Brownes, except to a certain extent in the matter of guardianship of minors. Their survival as great landed proprietors was due in the first place to what must be regarded as a fortunate chance, doubly fortunate in that it was repeated in two generations. There were two critical times: on the death of Nicholas in 1720 his successor Valentine was an only son, for his brother Thomas had died young; and again in 1736, when Valentine died, he was succeeded by his only surviving son, Thomas—and so the principle of gavelkind did not operate. The providential tendency of the Browne family to have more daughters than sons was not, however, alone enough to save the situation. The character of those two men, particularly of the latter, was also a decisive factor in it.

Thomas, the 4th Lord Kenmare, showed very early in life the scrupulous attention to truth and honour which, together with, no doubt, a lively faith and—until the Lord Chancellor got hold of him—a sound upbringing, made him a man whom it is impossible not to respect very highly, even though he often shows an irritating tendency to be both punctilious and pompous. He was a prominent figure in his day, being the leader of the aristocratic section of the Catholic Party, but he was ill-suited for public life: he disliked anything savouring of strong measures and was reluctant to take any step which would seriously embarrass the Government; and it was men like Keogh and O'Connell who were needed to bring the Catholics out of bondage. A Catholic writer, Sir Thomas Wyse,* almost his contemporary, speaks very scathingly of him, calling him "cold, unconciliating, timid, yet fond of petty power, hanging

* *The Catholic Association of Ireland*, London, 1829. Vol. 1, p. 102. See also Edmond Burke's and Archbishop Butler's printed Letters to Lord Kenmare (1783 and 1787) and *Tracts on Catholic Affairs*, Dublin, 1792.

between Catholic and Protestant" and so forth; and perhaps something of the kind may be the accepted view of him as a politician. In these papers, however, it is not the politician but the man we meet. Among them is the manuscript of the panegyric sermon preached on his death in 1795 (*p.* 445). Of course allowance must be made for hyperbole in an oration of that kind, but the picture it presents of an exemplary Catholic, a beneficent landlord and a friend of the poor is borne out by too many other sources to be dismissed as exaggeration.

Apart from private letters the most personal document in the collection is a "Book of Observations" kept by this Lord Kenmare, wherein he expresses his opinions about his tenants, the gentry of Kerry, Catholic disabilities, estate management, etc., with all the frankness of a private journal: this is printed in full in Part II. In it, in the rental ledgers, and still more in the correspondence, mention is made of many well-known places familiar to everyone who has visited Killarney. Ross Castle and Innisfallen, for example, were the subject of disputes and negotiations. Many more or less famous people, too, are named, particularly in the letters of Mme. da Cunha, which in themselves constitute a most valuable section of the collection. I have in another part of this report (*v. p.* 92) given a fairly full description of these, so that I need not do more than call attention to them here. She it was who acted in effect as the guardian of her nephew Thomas, though, of course, she could not, as a Catholic, do so legally. Their portraits hang side by side in the dining-room at Kenmare House. His, painted when he was about 16 or 17 years of age, shows a face full of character: broad forehead, grey-blue eyes set wide apart, rather high cheek-bones and a well-cut determined—almost obstinate—mouth, and withal a pleasant and frank expression; hers a woman not of beauty but of undeniable charm and character. As his guardian she was principally concerned with combating the direct attempts made to induce him to forsake his religion—how overjoyed she must have been when the Master of St. Mary's Hall, Oxford, finally abandoned what he decided was a hopeless task; in the case of his father, to whom she was even more devoted, her anxiety was rather regarding the dangers of a possible "mixed" marriage.

It will be seen that, though being Papists constituted no insurmountable handicap to the Brownes, they were seldom free from apprehension that something might happen to endanger their property or their freedom—a new bogus Plot, fresh anti-Popery legislation, or perhaps another abortive attempt on the part of the "Pretender." Though, in fact, no such major misfortune did befall them, they were constantly hampered, and at times placed in a humiliating position, by the direct operation of the Penal Laws and their indirect consequences. Indeed, the peculiar character and special interest of this collection lies in the fact that while the great majority of those still preserved relate to the estates and families of English Protestant settlers, often Cromwellian in origin, here we are dealing with people

whose traditions and outlook are Catholic : in their letters we can read at first hand of the problems which confronted Papists in the Penal times, particularly Papists of property and position ; we come across pictures of daily life in well-to-dó Catholic households ; and we have in the Kenmare papers, as a whole, the story of an aristocratic family which, without exhibiting the least trace of bigotry, never slackened in their allegiance to the proscribed faith and are indeed remarkable for their steadfastness at a time when many of their equals gave way under the strain.

With the exception of rental and estate account books the collection contains practically no material of later date than 1795, the year of the death of Thomas, 4th Viscount Kenmare. The period covered by the present report ends, therefore, just before 'Ninety-Eight and the Union.

* * * * *

All denominations of lands, so far as they could be identified, are indexed under their modern spelling, as given in the official *Index of Townlands* (1901 edition). Variants of these found in the text are given in their appropriate alphabetical position, but as they are numerous and usually (being due to clerical errors) of no philological importance they are not repeated after the keyword if they appear elsewhere. Many places, however, are sub-denominations not included in the modern *Index of Townlands*. I have spent a considerable amount of time on the identification of these place-names mentioned in the Kenmare Manuscripts and have succeeded in locating a large number of them. The most valuable source of information for this purpose was, of course, the maps made in connexion with the early 18th century survey of the Kenmare estate (*v. p.* 455), but these do not include any part of Co. Cork ; and, as regards Counties Kerry and Limerick, even by 1720 the old names attaching to many small parcels of land were obsolete. I also frequently consulted the Down Survey Maps, the Books of Survey and Distribution, the Index of Elizabethan Fiants, Archdall's *Monasticon*, and various modern books such as Begley's *History of the Diocese of Limerick*. In the case of places in the barony of Magunihy, to which the majority of those mentioned in the text belong, I have aimed at specifying the parish in addition to the barony. It should be observed that the modern civil parishes are by no means identical with those which existed in the seventeenth century, so that some small discrepancies may have occurred in the case of obsolete denominations where my only source of information is the Book of Survey and Distribution.

* * * * *

I wish to make grateful acknowledgment of the laborious work done by Mrs. H. G. Leask in transcribing the patent printed on p. 353 *et seq.* In this connexion I would like to thank Mr. Charles McNeill also for

the help he has so generously given me whenever I consulted him on this and other matters. Mr. Robert Simington's invaluable assistance, most willingly given whenever I asked it, must be gratefully set on record. In addition I owe a special debt of gratitude to Fr. Donal A. Reidy, P.P., who kindly read the proofs of this book with great care and made a number of valuable suggestions.

Killarney,
February, 1942.

E. MACLYSAGHT.

P. XV

KENMARE MANUSCRIPTS
PART I

P. XVI

KENMARE MANUSCRIPTS

PART I.

CORRESPONDENCE.

The most valuable part of the correspondence is the series of letters from Mme. da Cunha, which are described below (p. 92 *et seq.*). The remainder, here calendared, are of less general interest, and many of them deal at great length with the complicated lawsuits which arose out of the forfeiture of the estate and the encumbrances on it. There are quite a number, however, well worth the attention of the student of eighteenth century Ireland. Three letters, for example, written in 1731, deal with the Danish silver robbery, to the controversy about which Froude, Hickson and others have devoted much space. Another (p. 61) indicates the methods adopted to influence a Grand Jury. Serious financial failures in Cork are referred to in 1774 (p. 78). Ten years later there are letters dealing with the attitude of the Catholics to the Irish volunteers and also some from several English priests in France about the same time. Points of legal importance illustrating the difference between Irish and English practice will be met with *passim*, including the hold-up of a Chancery case by reason of the fact that the Master was himself incarcerated in the Fleet. Some light is thrown on the state of the roads early in the century (p. 13). A horticultural controversy is the subject of three letters in June, 1727, culminating in the resignation of Lord Kenmare's gardener who remarks on the difficulties of an Englishman living in Co. Kerry. A series of letters in 1730 and 1731 from Daniel Cronin describe the condition of the estate, for which he was acting as agent at the time, and mention many local residents; while several others to and from MacCarthy Mór, help to give a picture of Co. Kerry in the first half of the century. These and many others are full of

personal touches. Capt. Hedges, as well as John Asgill, figures prominently in them, and even Mortagh Griffin receives in one (p. 12) a share of praise which is somewhat at variance with the generally accepted view of his character. There are letters, too, which help us to form an idea of the character of the three Viscounts Kenmare who held the title between 1700 and 1795. From 1743 onwards we meet many indications of the generosity and rectitude combined with businesslike qualities of Thomas, 4th Viscount; his father, Valentine, gives a lengthy and not over modest account of his own qualities in a vicarious love letter written in 1732 (p. 55); while the grandfather, Nicholas, who after his "reformation" never drank more than two bottles of wine between meals (p. 14) can be visualized better from the letters written by his friends in Belgium than by his own. Among the letters dealing with the case brought against Lord Kenmare by his cousins the Whites and complicated by the intervention of the Protestant discoverer Ward (Part IV.) are a number which are not included here, because the originals are missing. They are referred to on p. 235.

JOHN ASGILL to [NICHOLAS, 2ND VISCOUNT] KENMARE.

Putney, 26 April, 1707.

Concerning various matters relating to the Kenmare estate. Is anxious to preserve the woods and in all leases has reserved to himself the right of cutting them. Suggests that the numerous other complaints made by Kenmare should be embodied in a bill in a court of equity "and if I refuse to answer by my privilege then give mee the character that some cast upon mee." If the estate is underlet Kenmare owes it to his children to call them (Asgill and his associates) to account. Cardonnell and Lilly, who have the greatest part of the encumbrances, have received nothing from the last half year's rent nor has he (Asgill); and if [Anthony] Hammond does not file his bill Cardonnell and Lilly have taken advice to do it themselves. He cannot assign any particular lands for the £400 a year [pension] as it would have to be done by consent of the encumbrance holders and by decree of the court. Hopes to justify himself as well in his answer to the bill as he has done in both Houses of Parliament in England against attacks made on him by Mr. Rice, of which he acquits Lord Kenmare.

'I am desired to send 4 ton of the lead ore above ground at Rosse Castle to Cork in order to make an experiment in hopes it may be very valuable. I have agreed to send it and be at the charge. If your Lordship meets an opportunity to send it by any of the tenants any time in May or beginning of June I may expect an answer in a month after. Mr. Wallis or Mr. Herbert may get it done. The enclosed is directions to Mr. Hother to get it ready.' Having referred to certain dealings with [Mortagh] Griffin and [Richard] Hedges *he adds* 'If every one else concerned will be as frank as I am there shall be a quick end made of our differences.'

His wife [Jane, eldest daughter of Lord Kenmare] will go to Ireland with full powers in his stead.

'My spouse hath a side saddle at Mrs. Griffin's in Kerry and desires Miss Betty [Asgill's sister] to send for it that it may be ready for her against she comes.'

4 pp. f.cap. Directed to Lord Kenmare, no address.

SAME TO SAME.

22 April, 1708.

Further concerning encumbrances, rents, etc. Encloses an authority to Mr. Edward Herbert and Lilly's brother to receive the rents 'they [? honouring] my bill to the outlawry. Since that I have thought that Mr. Lilly's brother (being a stranger) may be objected to as bail though I see no reason for it, Mr. Lilly having given him the authority. However, if he should, I have written a letter to Tom Wallis for that purpose. If he refuses it and anyone else doth it, I'll assign them the rents to indemnify them. After that bail is given I fancy Mr. Griffin's project is partly defeated . . . Could we borrow but £5,000 I could so quiet all the encumbrances as to come into the receipt of all the rents and live plentifully.' Expects he (Kenmare) will do his best to get what he can of the money to pay them off and he will also do his part. Capt John Fitzgerald told him that Mr. FitzSymonds (who lodges at La Rose's) said 'that now there is a fresh order to send over commissions and levy money for your Lordship's regiment for Savoy but they are to be clothed here.' A letter from Capt. Morgan just received makes no mention of this. One of the encumbrancers (*not named*) has proposed that he (Asgill) should assign to him the rents of the 'iron mills' and that he would give Kenmare a greater proportion of the rents assigned to him (the encumbrancer) by way of exchange. If he (Kenmare) agrees he can choose which rents to have. His wife will go to Ireland as soon as he can supply her with money.

2 pp. f.cap. Addressed to Ardagh, near Tralee.

JOHN ASGILL to []*

2 Feb., 1711.

Concerning legal matters connected with the estate in Kerry. [*First part is missing: see note at end of letter. This sheet begins 'will have not the truth'*].

No wrong is to be done to Miles Swiny's widow. James Barrett can take a lease of his house in Killarney. 'For Barrett's closes, etc., I understand Griffin hath entered on them and built a barn there, so let him shew his title.' Confusion

* Asgill's agent or attorney.

about title and leases of Ballinelane, Coolcorkeran, Goulane, Slehy and Molahiff and Coniger mills (about the latter of which Cronine's return shows a difference in the rent) must be cleared up. With regard to Kippagh and Scrahan Griffin pretends to have got an assignment from Jervois, but by his answer to Nich[olas] Jervois's bill this is contradicted. Griffin and John Clarke, too, appear to have been only trespassers there. Proper leases must be taken and the covenants (to build, etc.) observed. If these people do not do so would like Thady McCarthy to take a lease. Will make an allowance to Jervois if he quits voluntarily. Remembers he had a conveyance from Tho[mas] Jervois, which he left with Griffin. Has no account of the rents which he presumes Griffin keeps. Does not know where the lands are. Sollevan has sent information about the tolls. 'As for demanding toll for carriages passing through the town (unless there be an Act of Parliament for it) the taking it by force or threats is robbery and the very demand and taking it is extortion. And taking that from the butchers for cattle not bought in the market is much the same.' It being "penall" on him not to do so. his disclaimer must be published by posting it on the market-house on market day. 'If Calaghan McCarthy hath the demand he made last for the fairs and markets I intend to make an entry and bring an ejectment in order to avoid his other leases with the joint leases.'

In order to recover arrears the following writs will be issued, viz. :

- (1) Against Griffin and Hedges for £4000 on several leases (*not specified*). Though Hedges must be named in the writ no warrant is to be taken out against him nor bail nor appearance demanded because he is arrested in England for the rents assigned to Cardonel and Lilly, most of which are included in the bargain and sale.
- (2) Against Griffin and Tim Cronin for £2,000. *Details of how this should be dealt with.* Both these writs require bail but the sheriff may do as he pleases.
- (3) against Griffin, Cronine, Donagh Lyne and Cornelius [? Cronine] for several trespasses for Jervois' farm, Barrett's closes, Ardagh, etc.

Expects to be met with a plea of outlawry on all these accounts, to which plea he takes issue. If this goes against

him, can only give bail or reverse it by writ of error. If they repair to Chancery for injunctions they must file a bill. That they may have no pretence of equity on account of demands against him, will give bail. 'Nor had I begun these accounts yet but that since brother Brown sends his proclamations into Kerry I humbly take leave to send Her Majesty's writs against his prime ministers of state there. But 'tis a sign 'tis low water with them that (after 8 years since my purchase and so many bills and [?] depending against me by Mr. Hammond and my brother naming me purchaser in my own right and Mr. Hammond by answers on oath and deeds under his hand [? confessing] and treating with me as such purchaser) yet at this time Mr. Hammond and my brother and Mr. Weldon have exhibited a new bill in England against me and Cardonel and Lilly suggesting me as a purchaser in trust for the family . . . viz. for Valentine, Elizabeth, Margaret and Frances, leaving out Jane, as being a Protestant I suppose.' These are but clever moves on their part. They seem sure of a restoration of the estate to any member of the family they please 'by their King, the Pretender, whom I equally fear) . . . I hear the [? inlands] governments in Ireland are to be laid down and that the guns are sent from Rosse Castle to Cork.' Had this information from Stead. Will not return to Ross Castle without the leave of a Governor.

Further instructions concerning proceedings to be taken against Griffin, Cronine, etc. *Refers* to an offer he made to Kenmare regarding his returning to Ardagh which he will not repeat; to putting in David Conell [*place not mentioned*] 'as a trespasser' a building to be erected by Dr. Bland, etc.

This sheet, comprising 4 pp. of closely written foolscap, is numbered 3 and appears to be the end of a document which in its entirety covered 12 pp. It is in Asgill's hand and signed by him.

EDWARD HERBERT [SENI.] to HON. MARY MCCARTIEMORE.

Kilcow, 16 Dec., 1712.

'I received your message by Capt. Ferris who informed me that you are extremely dissatisfied with me about the conveyance lately made by McCartie of Muccarus [Muckross] etc. I should be much displeas'd with myself had I given just reason

to any gentlewoman (much more to a person of your quality) to be angry with me'. She has, however, no reason to be displeased unless she takes him to be void of common sense, or that he owes great obligations to her family, or that he gets money for whistling for it. Believes no other man in Kerry would have advanced £20 on her estate and had not McCarthy pressed him very hard would not have parted with his money on so precarious an interest. No person of sense will blame him for endeavouring to secure himself. If she thinks he 'used indirect means to hook in his [McCarthy's] interest' to himself she is quite wrong. McCarthy being a man of honour and integrity will clear him of that charge and admit that he sent two or three messengers to him while he was on his sick bed, and finally came in person to represent the necessity of raising money from somebody to carry on the suits in defence of his (McCarthy's) estate. He (Herbert) intimated that he was indifferent in the matter and McCarthy could dispose of his interest to Lieut. Rowan or to anyone he liked. Money was also required for his (McCarthy's) family's needs and to enable him 'to live something like a gentleman.' McCarthy assured him all was done with her consent. Since Mr. Justin McCarthy told him that she desired him (Herbert) not to give McCarthy [More] any more money has given him none except what she herself had a good share of. 'And, Madam, I must presume to tell you that were it not for my uncle Kenny's and my money, both before and since last war, you would have little or no estate at all. . . . Had your brother or the best friend you have living been outlawed and arrested in an action of £400, had they afterwards been engaged for three years successively in law suits, both in the High Court of Chancery and at Common Law expending no less than £200, had they been forced to pay in one entire payment to Mr. Savage £370 odd pounds, had they been forced to advance £200 of that sum at interest and duly pay the same for [? 14] years together or thereabouts, not reckoning the like sum by them advanced for which no interest is reckoned, and had they met with several other troubles that attended them for their steadfastness to your interest, had I say all these troubles happened to your brother, I question very much whether he would not prefer his own interest, his own ease and the interests of his own children before that of his

sister's . . . this is now visible, for I find he sends daily to you for money; and pray where or which way does he think McCartie can raise money unless he mortgages, sells and disposes the reversion of some part of his estate.' All these things he (Herbert) and his uncle Kenny have done to their own and their children's great loss. Proposes that she should associate herself with McCarthy More in giving him a mortgage on certain lands so that he may be reasonably secured.

3½ pp. f.cap. Addressed to Pallice.

EDWARD HERBERT (Senr.) to RANDOLPH MCCARTHY MORE.
5 Dec., 1713.

'I received yours about sending to one Cahane for "lynning" [linen]. I know not the man nor do I believe he will accept of my note, for enquiring about him I am told he will trust no man for he goes they say often to Dublin and "byeth & selleth for reddy mony," but I go to Tralee with God's help this day and will try whether he will truck for [?] or butter or give [?] time]. I have been prosecuted with a bill of five pounds of yours from Granfield, Lord how do I think I can be able to answer all these things, and what thanks shall I have in the end but reflections, and your lady and your friends will be apt to say you had nothing and that they saw none of these things; besides I am told that she was extremely displeas'd with you of late on my account. Alas, is this any encouragement to me to lay out [my] children's substance. The least [] thinks return I ought to have is common thanks instead of reflections. Pray, McCarthy, consider of this matter and if your lady can contrive any other way for you to be supplied in what you want I shall be well pleas'd thereat, or if you must depend on me persuade her to use me as a friend, in doing which it will be some encouragement to me to serve you and her; otherwise I shall be forced for the time to come to withdraw my hand, for I will not "lye under sensures" when I do not gain by the matter all which pray take into your serious consideration.'

Begins "dear McCarthy"; at the end of the letter calls him "dear McCartimore."

Addressed to Pallice.

Endorsed "Old Neds letter"

[KENMARE] to []

Gant [Ghent] 10 July, 1714.

Begins"My dear Sons (*sic*)."

Concerning the desirability of a match between his son [Valentine] and either Miss Everard, Miss Willowby or Miss Killingbeck. "Talking accidentally with my dear friend Mr[*inserted*] Cannon Everard I find his cosen and mine, Baron Everard of Liege, has an only daughter undispos'd off . . ." The two latter are young girls "pentioners" of the "Austin" nuns at Louvain. Their own rising fortunes enable them to aspire to an heiress, which these girls all are. Their mistress is Mrs. Johnson, a nun. Miss Killingbeck is pretty and 14 years old, the right age for "Master Browne." It is not amiss to have several strings to their bow. Refers to Lady Abbess of Ypres (Butler) and nuns, Mrs. O Neill (Dr. Nolan's wife's sister) and Mrs Creagh, now lodged in Lady Knatchbull's cloister. The Everard heiress is related to the Plunkett family. Lady Everard is a "hansome agreeable wooman."*

3½ pp. *No sig.*

Possibly a copy: hand does not exactly correspond with that of his other letters.

HON. V[ALENTINE] BROWNE to [WILLIAM] WELDON.

Sat. 9 Oct., 1714.

Concerning the inadvisability of family divisions and of unnecessary lawsuits.

2 pp. *Signed copy.*

[NICHOLAS 2ND VISCOUNT] KENMARE to HON. VALENTINE BROWNE.

Ghent, 18 Jan. 1714 [1715].

Concerning various relatives (Purcell, Aylmer, White, Bourke, Lavallin, Weldon, Cook, Rice, Mathew, etc.); and his (Valentine's) hopes of restoration to the estates.

3¼ pp. *Addressed to Loughmore, Co. Tipperary.*

* Double inverted commas are used throughout this book where quotations are given in the original spelling.

McCARTHY MORE to DANIEL MAHONY.

Pallice, 27 Oct., 1715.

Desiring him not to pay the rent of Laharde to the collectors "for I have settled the quit rent in other places and kept you to mysele, which I hope will be acceptable to you." Is going to Co. Cork till after the fair.

Signed R. McCarthymore.

Addressed to Doonloe.

[HON. VALENTINE BROWNE] to [? WILLIAM WELDON]

8 Aug., [1716].

Concerning legal business. Capt Hedges and Tim Cronine have read over the charge of Lilly, and Cardonell and the discharge sent to it. Cronine could add more to the discharge but dare not without copies of the papers relating to the case for fear of falsifying. The executors of Moore (the Six Clerk in London) are holding up papers which must be obtained by law, or by paying for them. The disagreement between Hedges and Griffin's executors is most inopportune. They should treat Hedges fairly. Will see Counsellor Bernard (*also written* Bernam) at Castle Mahon after the rush of Assizes, etc. Saw Grady on Wednesday, who has a dispute with Hedges. Hedges must be consulted before he comes to Dublin, or avoid making him jealous. Grady thinks he should drop the bill filed by Hammond in his name in England and prefer a new one in his own name or in conjunction with Hedges. Hopes Sexton has been instructed to attend closely to that bill in England lest otherwise his adversaries should gain an advantage. There is much to be said for removing the suit out of England. There are many delays in sending over papers, etc. *Also* :

Reasons for filing a bill in this Kingdom [Ireland].

1. To shew that Hammond, his guardian, has not fairly discharged his trust.
2. To complain how Asgill's creditors in Ireland by elegits and custodiams daily proceed against his estate, whence rents which should be applied to payment of debts affecting remainder are converted to other use and so clog remainder.

3. To complain how Herbert, Griffin and other tenants detain their rents by order of Asgill and to pray the Court that they may be compelled to pay to persons appointed by the Court.
4. To shew that Asgill's design from first to last was to keep encumbrances on foot and clog the remainder, wherefore he countenances Cardonell and Lilly's demands, the bare yearly interest of which, if allowed, together with detained rents, custodiams, etc., is so great that no fund would be available to clear debts affecting the remainder; to pray, therefore, for an injunction against Asgill's creditors till the encumbrances which should have precedence be discharged.
5. To enable several persons omitted from the Bill in England to be made parties.

The interest on Cardonell and Lilly's demand, with the interest on portions and the £400 per an. award, far exceed the total income of the estate.

3 pp. f.cap. *Holograph draft.*

WILLIAM WELDON to DANIEL CRONINE.

Dublin, 30 Sept. [].

Concerning delay in payment by Mr. Jones of certain moneys due.

Much torn.

Addressed to Rathmore, 'to be forwarded by Mr. Lawrence Gould, merchant in Cork.'

FRA[NCIS] BERNARD to KENMARE.

Monday, 1 [o]clock.

Suggesting that he and [William] Weldon should both go to Castlemahon, where they will receive a hearty welcome. Will have leisure and opportunity to settle their differences there.

M[ELCHIOR] LAVALLIN to HON. VALENTINE BROWNE.

London, 22 Dec., 1716.

Concerning money owing to him. *Amicable.*

Addressed to Mrs. Sheehy's, in the Inns, Dublin.

GEORGE MATHEW, SEN. to HON. VALENTINE BROWNE.

Thurles, 28 Jan., 1716/17.

' After the reduction of Ireland the Lord and Lady Kenmare repaired to London where they were in extreme want, and Mr. Mortagh Griffin did all he could to relieve and serve them, and prevailed with some to lend them money, as particularly one Mr. Golding, of Drury Lane Playhouse, lent them £50 on my Lord's and Major Mathew's bond, for which he arrested the Major at the very time the bond became payable, which obliged the Major to borrow £50 of Mrs. Bagnall to release himself, and reimbursed it afterwards by the charity money that was given for my Lord and Lady's use; and Mr. Griffin drew the state of their case so justly and movingly that upon Major Mathew's delivering of it to the Bishops Laibourn and Gilford they prevailed to have considerable sums contributed by the Roman Catholics within their precincts for their relief; and afterwards Mr. Griffin drew so effectual a petition for them to the Government and so assiduously and honestly solicited its purport, that the Government were pleased to allow £400 per an. to the Lady Kenmare and her children. So that he being so successful in the time of need I now acquaint you with it that you may in return employ him in your business; believing him as knowing in your affairs as any man and as candidly intending to serve you, and not in the least doubting his good nature and integrity to you and your family, which I really think no one could give surer proof of than he did in London at the time my Lord and Lady Kenmare were objects of charity and pity; and as I had the honour of being related to both and, having a true regard and friendship for that most worthy family, I drudged with Mr. Griffin heartily for them. Reiterates this recommendation, which he thinks himself in honour and justice bound to make.

Addressed to Hospitall.

G. MATHEW, SEN. to HON. V. BROWNE.

Thurles, 28 Feb., 1716-7.

' Most dear cousin,

' I got safe hither about four of the clock yesterday and am

told that all our friends at Loughmoe (*sic*) are in perfect health and so desire you'll assure my cousin Weldon I drank his son Nicholas's health at a sorry alehouse in Ballyhoura on Tuesday last, which was a road I never took before and an extraordinary good one from Newmarket to the County of Limerick, as was the road you left me in to Newmarket, so that you need not go an ill step from Ardagh to Thurles or Loughmoe . . .'

N.B.—The series of letters from Madame da Cunha, the earliest of which is dated 16 April, 1717, have not been included in this calendar of correspondence, but selections from them are printed separately at the end of this section (pp. 92 to 138.)

[—————] to [—————]

Hamburg, 24 Apl., 1717.

Concerning a proposed visit of Lord Kenmare's and the writer's recluselike habits in his "verry loanesom shady cops two miles from Hamburg close to the famous river Elb I have planted myself in a small but convenient box, where in a verry easy elbowed chair I assure you uppon honnor I laugh at the idle nonsensicall world prefers embroidered villany to sack cloath honnesty . . . I have in my celloar a sober bottle of old hock which with my poor harp . . ."

Evidently the letter of a Catholic.

Incomplete. 4 pp.

PE[TER] SEXTON to [HON. VALENTINE BROWNE].

19 Sept., 1717.

Concerning John Asgill. Regrets that his (Browne's) handsome letter to Asgill, as well as the best endeavours of himself and Mr. Hume, have not met with better success; but believes he (Asgill) will soon be glad to accept less than is now proposed.

'I am told he is at this instant very much straightened, but it being vacation time and no business stirring that may not be very strange, for I am persuaded that if terms and sessions of Parliament were to have no interruption, and his clients were more numerous and generous than they ever were,

yet the poor wretches that hang on him in that abominable place would always keep him as bare as he is at this time; from whence I infer that he will be at length obliged to throw himself wholly on you and think it his interest to depend on your generosity.'

PAT[RICK] EVERARD to [].

Gant [Ghent]. 20 Oct., 1717, N.S.

Begins "Deer Coossen."

'His Lordship [Kenmare] was never so healthy, moderate or devout as at present. His landlord and landlady's discretion has kept off the scum that was the cause of the ruin of his health and purse. He never drinks between meals, except with company worth while, and that seldom above two bottles at a time.'

KENMARE to HON. VALENTINE BROWNE.

[2 Dec., ? 1717]

Pressing for money to clear his debts (in Belgium) amounting to £200, and giving general advice re marriage. 'My thoughts are far from putting myself in the power or discretion of Mr. Rice or such wretches.'

Addressed to Mrs. Sheehy's.

RICH[AR]D HEDGES to HON. VAL[ENTINE] BROWNE

Macroome, 23 May, 1718.

Concerning trespass on the woods in Co. Kerry, the "squadron of mirmydons" which has gone to Kerry to cause mischief there, and the prospects of legal action thereon. Capt Hutchinson, who is no more than a bully, may be sued for his unwarrantable threats and interruptions; he would fear a drubbing but finds an advantage in the times they live in and the disqualification to carry arms.

2 pp. *Addressed to* Bantry.

WILLIAM WELDON to HON. VALENTINE BROWNE.

Dublin, 21 June, 1718.

'We had this day a motion in Court concerning the injunction on the woods, but Mr. Bernard and Mr. Callaghan having a trial in the Exchequer left us in the very critical minute and left only Mr. Broderick to argue the point, Mr. Nutley being gone into another Court. My Lord Chancellor declared that if the tenants had legal leases that he would not hinder you from cutting the woods. Sir Theobald Butler said that Mr. Knight by his bill impeached and disputed the validity of the leases as made by O Hara without any authority and the Lord Chancellor, being in haste, continued the injunction.' All their counsel are of opinion that they will set it aside because O Hara had the Chancery decree (Trinity Term 1710) to give him the leases of Griffin and Hedges. Tim Cronine well remembers this. Is confident that Knight's bill confirms rather than impeaches the leases. After moving the Court again in the coming week, at the worst he (Browne) will be entitled to take away what timber is already cut down. Will dine at Lyons to-morrow and discuss with Valentine's uncle Aylmer [about how to deal with Col. Purcell *page torn*]. If he is soft with his tenants who dont pay they will always take advantage of him.

'I do not see any thing to be feared as to the estate in Kerry. The state of the case is sent to Capt. Hedges for his approbation on which the bill will be filed ; but if it had been filed it would not hinder Hammond or any other of Asgill's creditors from doing what Hammond has done, but that will not give them the estate. And you need fear as little what they can do from the Chancery in England, for they would not send any process to people in this Kingdom that are out of their jurisdiction: if that could be done 'twould invert the whole Constitution.'

Pott has not yet filed Hammond's elegit. When he does they will be ready for him and will move an injunction. Pott has undoubtedly come to Dublin to do his worst against them but he (Pott) has little money nor have his employers and "the Divell a one will trust them." Advises him to despise his

yet the poor wretches that hang on him in that abominable place would always keep him as bare as he is at this time ; from whence I infer that he will be at length obliged to throw himself wholly on you and think it his interest to depend on your generosity.'

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enemies. Some crosses (thank God his are not much) are a good experience for a young man. Hopes in his next to give information about Damer.

3 pp. *Addressed to Macroom, at Capt. Hedges'.*

RICH[AR]D HEDGES to HON. VALL[ENTINE] BROWNE.

Macroom, 28 June, 1718.

'I am favoured with yours of the 26th from Killarney. You do well to make the best interest you can in Kerry. That place generally keeps up two parties. With one party your interest will be entire, and some will be your friends for interest or expectation of the other party. But the justice of your cause is your best friend. Your enemies are weak in every respect. I think all they can do is but superficial: you have a conjuror in Dublin will soon lay these devils, and then you will be fawned upon by those who now shew you their teeth, but I hope are able to do no more.'

Hopes his sister will suspend her suit for a while longer when he (Hedges) can send her some money. Will be glad to meet him (Browne) anywhere: thinks his time well laid out when spent in his company.

P.S. *refers to* proposed offensive action by the British Fleet against the Spaniards, who have landed larger numbers of troops (*details*) at Nice to attack the Milanese, etc. *Adds* 'Last night I was served with an ejection sent by Mr. Sullivan of CastleIsland. I suppose these are pretty thick [? sown] in Kerry, being in print.'

Addressed to Killarney.

[HON. VALENTINE BROWNE] to WM. WELDON.

"Maccrome," 4 July, 1718.

Concerning troublesome forthcoming cases at sessions of Bandon and Tralee. Will make the best defence he can for the poor people employed in cutting his woods. *Details.* His chief concern, however, is about the attack being made on their Kerry estates. Is relying entirely on Weldon's judgment and experience.

Refers to Hedges and his partnership with Griffin, deceased ; Plans for dealing with relatives who are encumbrances on the estate and clearing off debts in his father's lifetime ; the "vileanous design" of Pol Herbert, Sullivan and the "rest of that sad pack." to break the leases they have made ; screening the estate from Hammond's elegit, etc.

2 pp. f.cap.

MIL[MELCHIOR] LAVALLIN to HON. VALENTINE BROWNE.

Tuesday, one o'clock, 10 March, 1713.

Concerning the desirability of settling with Damer. Has desired Nagle to agree with him though much to his own loss. Asks him when he has dined to "step hither" and to lose no time as Barnard and Nagle are leaving town.

WILLIAM WELDON to PETER SEXTON.

Dublin, 30 March, 1719.

Begins 'my dear friend.'

Understands from Sexton's letter and 'friend Davy's' [i.e. Duane's] that they escaped Cardonell and Lilly's motion to upset the injunction obtained by Hedges by the fact that their affidavit was irregularly made.

Recapitulates thus :

21 June, 1706, Hedges executed a deed poll covenanting that he and Mortagh Griffin would endeavour to collect £1168 8. 4. from the tenants (named in schedule to the deed) and pay same to Cardonell and Lilly. An indenture quadripartite in 1709 set aside the deed and made a new method of accounting. Cardonell and Lilly brought an action on the deed-poll. A decree was obtained in a court of equity. Cardonell and Lilly would now set aside that decree and also the indenture quadripartite on which the decree was based. The decree was made in 1713 but Cardonell and Lilly never since made out their accounts though the decree demanded an account shewing the amount they claimed as due to them. Browne is now receiving the rents. They have been four or five years inactive and now suddenly are stirring.

'You have (among you there or here) so well instructed my Lady Fingall that she will neither lead nor drive. I never knew a more unreasonable woman.'

3 pp. *Addressed to Gray's Inn, London.*

WM SHEE to [WILLIAM WELDON].

[Ghent, ? 1719].

Concerning Lord Kenmare's improvidence and embarrassed financial position; and Lady Green's keen solicitude for him.

SAME to [].

Ghent, Aug., [1719.]

Concerning Lord Kenmare's distress for want of money and the danger of gaol and dishonour for him. He is most composed and sober at this time, but it is not safe to let him handle money.

This letter was evidently written to a daughter of Lord Kenmare.

MARY KNATCHBULL (alias Lady GREEN) to [WILLIAM] WELDON.

23 March, 1720 [n.s.]

Concerning Lord Kenmare's extravagance and the efforts of his friends Everard, Shee and others on his behalf.

3 pp. *f.cap.* *Addressed to Abbey Street, Dublin, par Ostend.*

W[ILLIAM] SHEE to [VALENTINE] LORD KENMARE.

Ghent, 8 May, 1720.

Concerning the happy death of his father, Lord Kenmare 'having received all the necessary sacraments after the most devout and Christian manner,' which took place between 6 and 7 a.m. on 26th April [new style] . . . 'The same day that he parted Lady Green, Lady Ruperta and I were in a consternation how to raise money to perform his funeral rights . . . We agreed that I should ride post that night to Bridges [Bruges] where Mr. Archdeacon very generously advanced me 500 guelders . . . had the corpse carried (on a coach) privately interred about 9 o'clock at night in the parish church of St. Nicholas. The public ceremony of the funeral was deferred for fear of

any insult from the creditors . . . Said ceremony was performed the 4th inst. with all the decency and solemnity that is usual in this country*, a great part of the nobility and clergy having assisted.' Encloses authentic attestation of his death†. Refers again to the late Viscount's debts, which he earnestly recommended should be paid by his son.

2½ pp. *Addressed to Ardagh.*

SAME to SAME.

Ghent, 22 May, 1720.

Enclosing account of funeral expenses‡ and concerning the late Lord Kenmare's extravagance during the last 2 months of his life. Also encloses [*missing*] drawing of coat of arms with 16 quarterings and seeks instructions about its erection on a stone above the grave.

SAME to WILLIAM WELDON.

Ghent, 19 June, 1720.

Concerning the late Lord Kenmare's debts.

R[UPERTA] BROWNE to JOHN ASGILL.

[Ghent] 2 Aug., [? 1720].

Asking for the payment of a promised present of £10.

Begins D[ea]r B[rother].

Addressed to Southwark. Postmark .IY. 23 [old style].

WILLIAM SHEE to KENMARE.

Kilkenny, 7 Sept., 1720.

Awaiting his commands. Came to Kilkenny to keep himself private. His letters to be addressed to Mr. Wm. Tomson, at Mr. Patrick Shea's, merchant, Kilkenny.

* In a letter dated 9 May, 1720, part of which is printed on pp. 112, 113, Mme. da Cunha says that she has heard from Stanley that the ceremony of the service and office of the dead was as handsomely and decently performed as it could be done in that country.

† See p. 401.

‡ See p. 400.

M[ARGARET] B[ROWNE] to KENMARE.

[Ghent], 9 Oct., [1720].

Concerning her intention to continue living as at present with a family with whom she is very happy. *Refers to [William] Shee, [her sister] Fanny and recent death of Lord [Kenmare], Handwriting is the same as that in letter from R. Browne, above.*

2 pp. Addressed to Mr. Weldon's House in Abbey Street. Dublin. Postmark OC. 1 [old style].

R[UPERTA] BROWNE to KENMARE.

[? Ghent] 12 Nov. [17]].

Concerning family affairs. Is 'transported dear Aunt D'Cunha will enjoy your company. She having been a tender mother to us gratitude requires we should not only share but contribute all we can to her satisfaction.' Hopes her sister Fanny, who is still very dear to her, remains steady in the essential affair. *Refers also to Mr. Everard and Lady A.*

N[ICHOLAS] PURCELL to KENMARE.

Loughmore, 16 Aug., 1720.

Concerning his sore eyes, unkept promises, family matters and racing: 'I would have procured you one of our cast horses that should beat all your Kerry horses.'

3 pp.

SAME to SAME.

Loughmore, 18 Oct., 1720.

Congratulations on the successful issue of "the affaire" he Kenmare and "my cousin Tom" so handsomely ended without "plenipoes." Request to "make my pese" with Lady Clanrickard. *Family messages.*

JAMES WEBB to KENMARE.

Dublin, 2 Feb. 1720[1].

Concerning the cause between King and Kenmare. Has obtained Mr. Malone's opinion, viz.:

'The present Lord's defence against this charge is that his

remainder is not subject to it by any decrees of the Trustees, and if that should be the opinion of the Court, then I think Mr. King will be put to shew his original title. Now the Trustees' decree did certainly bind all persons claiming under the forfeiture of the late Lord, and it does not appear by anything in the pleadings but that he is still alive.' As the court may pronounce for the plaintiff on this foundation, it is absolutely necessary that proof of the late Lord's death be produced.

Has consequently obtained leave from the Court to prove the death without delay to the hearing. He (Kenmare) should therefore send someone who can do this to Dublin at once.

Addressed to Kilcash near Clonmel.

RICHARD HEDGES TO KENMARE.

Macroom, 17 May, 1731.

Concerning leases in Co. Kerry.

2 pp.

DEN[IS] McCARTIE TO MRS. MARY [MADAM] McCARTIE MORE.

Cork, 14 June, 1721.

Begins "dear sister."

Complaining of her attitude towards him. Is glad he has found out her and her husband's inclination to prejudice him. It is, however, out of her power to do him the least injury. If she thinks she has any lawful demand or claim on him she can proceed against him. Regrets her hostility: "the first of all my sisters to appear against me." She was wrong to interpret his expressions of willingness to serve her and her family as a piece of cunning.

P.S. "I forgott to mention the barbarous usage my servant mett with. I joyne itt to the rest."

Addressed to Pallis.

Endorsed: "A jealous letter of Dennis McCartie's to his sister Madam McCarthymore."

DANIEL ARTHUR TO KENMARE.

[? Cork]. 12 Aug., 1721.

Concerning a bill due for a debt incurred by Asgill.

2 pp. *Addressed to Kilcash.*

N[ICHOLAS] PURCELL to KENMARE.

Loughmore, 4 Sept., 1721.

Concerning the settlement of his wife's fortune on her after his death and Kenmare's unjust suspicions of him in regard to his intentions in this respect.

DA[VID] DUANE to WILLIAM WELDON.

Gray's Inn, 6 Mar., 1721 [1722.]

Concerning the proposed petition of Lord Kenmare to the King, etc.

Asgill's letter and answer to Kenmare's bill were delivered to Thomas Woulfe last November, and should not have failed to reach Mr. Folie. Refers to a matter concerning Mr. Nugent and Lady Butler (Mrs. Macnemarra has taken the papers) and to the executors of the Earl of Limerick, viz. Lord Waldegrave, Mr. Colclough and Mr. Barnewell.

2½ pp. Addressed to Dublin.

KENMARE to WILLIAM WELDON.

Kilcash, 23 March, 172½.

Concerning Weldon's demands upon him on behalf of his sister, Mrs. Weldon. Would prefer (particularly as he, Weldon, has been ill) to avoid saying anything that might cause him displeasure or "chagreen" him but his circumstances are such that he cannot part with so large a sum as he demands, nor does his conscience and honour inform him that he is obliged either in law or equity to give portions to his sisters out of his estate. Nevertheless he means to provide for such of his sisters as are not already sufficiently provided for. Thought he was willing to wait till he (Kenmare) had received Counsellor Malone's opinion on the state of the case concerning the provisions of his grandfather's settlement which he shewed him (Weldon) and on which their pretensions and objections are respectively based. Wishes Weldon to prefer a bill against him in Equity (which he will not take as an unfriendly action). It is the best way to settle this matter, for "I own I shold expect more impartiality from a judge than from a lawyer

[should the case be referred to one] who may be apt to favour one of the profession in whose power it commonly lies to serve or disserve him; and for referring the dispute to gentlemen I do not conceive it would be so proper in this case, which has such nice points of law in it that you'll hardly meet one gentleman in a thousand that is a competent judge.' Believes that in this they can arrive at a settlement without any unfriendliness, but if unluckily he (Weldon) takes a different view considers it only reasonable that he should hand over all the papers which he (Weldon) has relating to his other affairs and that he should give him all possible assistance in dealing with the suit between them and Cardonell and Lilly, which is one of the greatest intricacy and in which he became involved through his (Weldon's) advice. *Details* concerning Weldon's claims under his grandfather's settlement and for Mrs. Weldon's share of the "pension" [the £400 a year allowed out of the forfeited estate during the life of the 2nd Viscount]. Refers to accounts with Hammond, etc. Reiterates, in conclusion his determination to wrong neither his sisters or anyone else. The estate is too heavily charged to allow of great generosity. Points out the difference between making a free gift and being forced to pay under compulsion. The threat of the latter is enough to make him alter his intention.

Other business briefly referred to.

3 pp. f. cap. Copy.

KENMARE to DANIEL CRONINE.

New Year's Day, 1723 (probably n.s.). *Begins* 'Dear Daniel.'

Concerning Hedges who is apparently determined to pick a quarrel and hopes by going to England and giving himself up, after a few days confinement, to make a large harvest. Considers that Hedges is and always was mercenary and designing: he must understand that he (Kenmare) is willing to bear the expense of his journey and confinement and to pay the composition he should make (if moderate). Nothing will satisfy Hedges but to get the entire profit of the leases which he (Kenmare) has paid so dear for. His proud stomach may come down and he yet be glad of help on the terms he now despises. *Other legal matters.*

3. pp. Addressed to Rathmore.

DA[VID] DUANE to KENMARE.

Gray's Inn, 12 Feb., 1722[3].

Concerning the Cardonell case and other legal matters.

WM. MOWBRAY to DAVID DUANE.

7 March, 1722[3].

Concerning the same.

WILLIAM SHEE to [KENMARE].

13 July, 1723.

Concerning his account for £235 in respect of salary at £40 per an. and, while on the continent, £20 with diet and expenses. Shows that he abandoned good prospects in Flanders. (*details*) in order to be at his (Kenmare's) disposal 'in that weighty affair, of getting possession of your estate.'

3 pp. f. cap.

DA[VID] DUANE to KENMARE.

Grays Inn, 9 Dec., 1723.

Concerning pending lawsuits. Has little hopes of relief in the Court of Chancery. *Details re* moves by Cardonell, Lilly and Asgill. Asgill's only object is delay. Asgill promises to give all assistance he can against Cardonell and Lilly and to assign all his pretensions to Kenmare in return for £1,500, and he would probably take £1,000 and that by gales with £100 down. Has got him into better humour so that he (Asgill) wrote yesterday to Madame da Cunha waiving his liberty to dispute her marriage, which was to be tried by an issue at law. Hedges cannot hurt him (Kenmare) and French can only put him to some expense, but Weldon and Power Daly are in his power having given a bond to indemnify him in all events. *Details concerning* bail and a writ of error, Gold's failure to be of service, prospects of an appeal to the House of Lords, receipt of exemplifications of the custodians in Dublin, costs, &c.

3 pp. Addressed to Killarney.

(*Letters for Killarney were usually sent to the post house at Tralee but this and a few others are directed to Mallow.*)

[] to [CHRISTOPHER] FAGAN.

Bruxelles, 28 Dec., 1723.

Concerning a Papal Bull* which is now ready and only requires the payment of 150 écus Romains by Lord Kenmare. Various Irish priests mentioned: Fr. Plunkett, a Dominican; Fr. Bockilly of the Congregation de Pieux; Dr Taddée o Beggley, Superior of the Irish College at Paris for the Province of Munster.

2½ pp. *French. Addressed to Waterford. Signed by initials only, viz. J[or T] S [or I] A. de S. C.*

EDWARD HERBERT TO KENMARE.

25 March, 1724.

Requesting his influence on behalf of his young nephew, John Herbert, who is going to London [to seek a clerical living] and wants introduction to "Lady de Acuna" and numerous noblemen there. Trusts that it will not in any way grate on his honour or religion to assist one of a contrary persuasion.

RED[MOND] PURCELL TO KENMARE.

Fethard, 25 March, 1724.

Concerning Mr. Callaghan's inability to make a loan, being already engaged to do so to Lord Caher.

Addressed to Killarney.

ELLIS PUR[CELL] TO KENMARE.

Loughmore, 24 June, [].

Asking for payment of money due to her in August. "I a shoure your Lordship I am in gratt wante for I have not had a [? farthing] but what I borred since the death of my deare Mr. Purcell. I send you in close the a counte . . ."

DANIEL DUGGANE TO KENMARE.

London, 27 June, 1724.

'In mine of the 13th inst. I acquainted my uncle of a fit that took Mr. Hedges on despair of his getting his liberty this term and of a motion (a copy of which I send on the other side) he then intended to make, of what induced him so to do and

* See p. 410.

of a surprising affidavit (copy of which—but that I don't think it worth the postage—I would send): the chief contents is that his assignees contrived his ruin, prosecuted a suit and put in discharges in his name without his privity, refused to abide by the agreement of 1710 or the decree in the causes and that Mr. Weldon writ to him to make his escape.'

Having been persuaded to postpone it for a month Hedges gave fresh notice of motion. He (Duggan) then went to Hedges' room and privately laid before him his (Kenmare's) letter promising to indemnify him and other objections which would be made use of in defending his motion, and prevailed on him, before he had brought himself under any censure or his assignees under any contempt of Court, to lay his case and the defence before counsel. Having done so he agreed to drop it but insisted on moving the Court to make the assignees liable, with the result that it was ordered that the assignees and those deriving under them till the late Lord Kenmare's death should come in before the Master to account; Hedges, Lilly and Cardonell are mightily pleased and the assignees, being already bound to do this cannot object. He (Kenmare) will only be affected by this in respect of what he has received from the assignees. If so fickle a man, as Hedges has proved to be since he came to London, could be depended on he ought to be embraced in the common cause but he puts the wrong construction on letters if anything is written to him. The account is still proceeding before the Master. *Details.* Has brought Hedges and Duane together again after their last rupture. Replying to his of 14th inst, contents of which he has communicated to Duane, they consider the present time inopportune for making any treaty with Lilly, who, they agree, is the principal person, Cardonell being but an empty blundering fellow. Lilly and Cardonell will be unreasonable because they are in a position to keep Hedges (who is so impatient for his liberty) in confinement during the Long Vacation. The time they will cringe is upon publication of the new commission, for they really itch for an accommodation. Will wait tomorrow on Mr. Meredith, who is anxious to assist. Their adversary, Robin Hackett, offered his services to make up matters saying he knew the pulse of the other side, as did Potts some time ago who is now out of the cause.

'Asgill, though false and inconstant as the winds, have some nature for your Lordship's family and has some momentary principles of honour in him.' A tool must sometimes be made use of, but which of the three is the least undependable is doubtful. Gives (*at considerable length*) his reasons why Hedges is precluded from compounding on his own behalf. Duane agrees. If Hedges were studying mischief till Doomsday all he could attempt would be to buy the demands of Cardonell and Lilly against the assignees. Points out the absurdity of this course and believes Kenmare need be under no apprehension of being in Hedges' power, though no doubt he will tamper with Asgill, etc. Hopes to save expense in connexion with clearing up their adversary's doubts about the late Lord Kenmare's death by reason of the arrival of a 'gentleman trader' from Ghent of whom Madam da Cunha and Asgill have told him and who may be interrogated before the Master, having seen Lord Kenmare dead and buried. Will return via Dublin, because he must go to Derbyshire to get an assignment executed by Mathews and his mother, but may have his trouble for his pains, they being so timorous and illiterate. Via Bristol would be cheaper, but will borrow the money necessary.

'I lately had an account from Mr. Meredith, and this day a certainty from Mr. Badham, that filius iniquitatis CONWAY HASSETT (I write it in capital letters because his crimes were capital) is dead. I must allow Doctor [?] Broter] is at a loss for an imp against the next session of Parliament to prosecute Popery etc., but my grief for the loss of a common enemy to the quiet of his country must be moderate and the rather because I had the contents of several of his scurrilous letters, writ last August and September, repeated over to me here—by one to whom they were communicated by Mr. Dowdall, who would give some thousands of pounds ransom for the captive, but *ex inferno nulla redemptio*.' Hopes his (Kenmare's) remaining foes (let their exit be when it will) will have no better success.

3 pp. f.cap. (*about 1,900 words*). Addressed to Kilcash, near Clonmel.

On flap. Copy of notice of motion, 17 June, 1724, Hedges v. William Lilly and others; also Valentine Browne, William Weldon, Anthony Hammond and others v. William Lilly, John Asgill and others.

That plaintiffs in cross cause (Browne etc.) be obliged to bring before Mr. Godfrey, the Master, the agreement or assignment of 16 Aug., 1710, from plaintiff Hedges and defendant Griffin, deceased, to Patrick French, and to account for all rents, &c., received by them under or since said assignment which were payable by the leases made by Asgill to Hedges and Griffin, to deliver relevant deeds to Hedges, and to put Hedges in possession of the premises as leased by Asgill to enable him to make the attornment executed by him to the receiver, etc.

JAMES WEBB to KENMARE.

Dublin, 23 June, 1724.

Concerning several lawsuits in progress.

Regarding his suit against Garrett Gould. 'There's a serjeant at arms against him for not appearing which by the rules of the Court entitles your Lordship to security from him by Recogniz. to abide the decree of the Court before he can purge his contempts or answer. And in order to get over that penalty and weight upon him his attorney has an order to refer the regularity of the process, which by an affidavit made by Garrett . . . he expects to set aside. If your lordship can invalidate this affidavit by one to be made by your Lordship then this of Garrett's will be of no effect.'

'Moriarty had a rule to amend his bill, which he delaying, I moved to set the order aside which was granted. And I then gave in commissioners names in order to take out a Deds [Dedimus Potestatem] upon the first bill, which I having bespoke, then his attorney obtained a new order for amending it; and this day he has filed his amended bill . . . and as to your ejectionment you can't carry down but must bring a new one.'

Other suits briefly referred to are those involving Mrs. King, Cripps, Hickson and Sir Redmond Everard.

2 pp. f. cap.

Addressed to Kilcash.

JOHN ASGILL to [KENMARE.]

Southwark, 25 July, 1724.

Giving particulars of Anthony Hammond's charge totalling

£6020 17. 9½., for 1701 to 1707, with his discharge of £5666 11. 0. which includes interest on outstanding amounts up to 1718. Understands from Hammond that he has assigned one moiety of his discharge to Hedges and is treating with Lilly for the other half.

[? A.] COLCLOUGH to KENMARE.

Lond[on], 15 Aug., [172].

Concerning the assignment of a custodiam on the estate in accordance with his (Kenmare's) requirements. *Persons mentioned in connexion with it are* [Peter] Sexton, Arthur, Mr. Nugent of Colamber, Andrew Crotty (agent for Lords Burlington and Cahir) [William] Weldon and Colclough's brother in Ireland. Suggests 6% as being a fair rate of interest. 'It is much talked of here that the Lord Lieutenant of that Kingdom has instructions to propose a land tax in the ensuing Parliament. It seems a little surprising that a rent subsidy, not thought necessary during a long expensive war, should in time of general peace be required of any nation. It was, I remember, the parliamentary cant in the late reigns that we should ex[ert] ourselves and every year increase our payments and taxes in order the sooner to procure the blessings of peace.' Some years of peace have, however, produced neither exemption from taxes nor increase of trade.

3 pp. *Addressed to Kilcash.*

WM. WELDON to [KENMARE].

31 Dec., 1724.

Concerning tenants of his and Col. Stratford's at Any [Co. Limerick] and a proposed exchange of lands.

1722 to 1725. A bundle of numbered letters of various dates in the years specified. See Sept. 1727 for abstract of these made at that date.

P[ETER] SEXTON to KENMARE.

[2]5 Jan., 1724-5.

Concerning value of rentals, power to make leases, Lady Kenmare's jointure, etc.

Torn. Addressed to Killarney.

DA[VID] DUANE to KENMARE.

Gray's Inn, 12 Oct., 1725.

Concerning legal matters. Will get report enrolled as soon as the six clerk returns from the country where most people of business now are. There is no need to be afraid of Hedges who has gone to Ireland. Hears Hedges has agreed with Asgill for a moiety of his demands, but Asgill's demands cannot be worth anything because Cardonell and Lilly must be paid before Asgill gets a shilling. Expects Daniel Duggan soon, but Parliament will not meet till near Christmas.

Addressed to the Posthouse "Traly."

[KENMARE] to DANIEL [CRONIN].

n.d. [circ 1725.]

Sending him a proposal to be put before Capt. Hedges (*q.v. infra*). It appears from Duan's letter to Weldon that Lilly and Cardonell have got verdicts against Hedges to the value of above £5000. Has been at great expense in defending Hedges and Weldon and sending his (Cronin's) nephew [Daniel Duggan] twice to England within six months, which together with lawyers' fees there came to over £200. Lilly and Cardonell having obtained their verdict against Hedges on the testimony of Hackett and Conner makes him suspect that Hedges is not able to discharge himself of the account for the rents from 1706 to 1710, which he convened to do in the agreement with Weldon in 1710. For that reason makes the proposal. If Hedges does not agree to it, it may be regarded as an admission of his inability to discharge himself as above. Hedges is to be assured in that case that he (Kenmare) will not hold himself bound to pay what Lilly and Cardonell have obtained a verdict for, but on the contrary will expect damages from Hedges for the expense of defending him. If Weldon has told Hedges that he (Kenmare) is obliged to indemnify him, let him not believe it, for there is no covenant to that effect; and if Weldon sues him (Kenmare) he will make a defence as he has a good right to do.

The proposal to Capt. Hedges:

'Let Capt Hedges give his bonds to Lord Kenmare that he will discharge the rents in Chancery from the year 1706 to 1710, and Lord Kenmare will either give his bonds to Capt. Hedges'

bail to indemnify them if they will be bail for the Captain upon a writ of error, so as execution may be stayed until the account can be made up in the Court of Chancery; or if Capt. Hedges' bail refuse this Lord Kenmare will give security in Chancery (to the value of what Lilly and Cardonell have verdicts for) to pay whatever will appear to be due of the five years rent from 1706 to 1711 upon stating the accounts before a Master, provided Capt. Hedges will give his bonds to Lord Kenmare to discharge the rents from the year 1706 to 1710, which he has by covenant and bonds obliged himself to do in the bargain with Mr. Weldon in 1710.'

2 pp. *f.cap.* *Draft or copy.*

RI[CHARD] HEDGES to [WM. WELDON].

Snuggboro' near Cork, 24 Oct., 1725.

Requesting him to go to Cork to discuss a settlement of the case between Hedges and Kenmare and to bring all necessary papers with him. Since he came home from England, having purchased his liberty at great cost and pledged all his own concerns to abide the event of the account, has seen Daniel Cronine and Duggan and discussed the position. Hopes Kenmare will do voluntarily what the law will otherwise compel him to do.

Copy.

On same sheet. WM. WELDON to [RICHARD HEDGES].
Dublin, 4 Nov., 1725.

Reply to the foregoing. Bad health makes journey to Cork impossible: Dublin is better, counsel being at hand for consultation if needed. Advises an amicable settlement. *Details.*
Copy.

MARY KNATCHBULL to KENMARE.

5 Jan., 1726 [n.s.]

Concerning money matters relating to the Browne family on the Continent and to his father's debts. Refers to the possibility of his having to leave his present habitation by reason of his embarrassed position.

3 pp. *Addressed to Killarney.*

MARG[ARET COUNTESS OF] IVEAGH to KENMARE.

Borress, 23 Jan., [1725/6].

Concerning her daughter [Lady Kenmare's] health (now out of danger); and family matters mentioning cousins Dick and Watt Esmonde, Betty Fitzgerald, Devereux and Butler: Lord Cahir; and her daughter Kavanagh who was on 13th inst. 'brought to bed of a young Morgan.'

3 pp. *Addressed to his lodgings on Ormond Key, Dublin.*

G. GROVE to KENMARE.

Dublin, 10 M[ar.], 1726 [n.s.].

Concerning steps 'taken to rid both my good Lord and the country of that monster,' Major Halley. Hopes soon to have him discharged from the regiment he (Grove) commands.

Verso. G. GROVE to MAJOR HAWLEY.

Dublin, Ma[r] 10, 1725[6].

Ordering him to report immediately.

(These, including the signatures, are in a different hand).

MARY KNATCHBULL to KENMARE.

18 May, 1726.

Concerning banking and family matters.

3 pp. *torn.*

DA[VID] DUANE TO KENMARE.

Gray's Inn, 28 May, 1726.

Concerning Cardonell and Lilly's suit. Asgill should be given some money but not Hammond, who is powerless to hurt them and nothing is due to him. Disagrees with Hedges and considers it necessary, as does Mr. Weir, who will follow Hedges' directions in proceeding against Cardonell and Lilly, to carry on the account between the assignness of Hedges and Griffin. There are two orders of Court to that purpose, one of Hedges' own procuring when he was in London. All the rents that Asgill is in any way entitled to are subject to the debts due to Cardonell and Lilly by an express clause in the decree. Cardonell and Lilly will not be bound by any clandestine account to be made

up between Asgill and Hedges and his assignees, but they will be bound if they are made parties to the account. Hedges had a wrong notion all along that his assignees were accountable to nobody but him.

'I endeavoured all I could to get a report of the encumbrances and their priority, but could not this term for Mr. Godfrey, our former Master, is in the Fleet, and Mr. Lightbourn, the Master to whom it is now referred refused to proceed in it unless we could get the cause transferred to him absolutely. Their petition to that effect was rejected but it will be proceeded with next term. Immediately on the arrival of Daniel Duggan put the bill before Chief Baron Gilbert, Mr. Justice Denton and Mr. [? Rene] Williams, an eminent lawyer and M.P. The Chief Baron, though approving of the bill, would give no report, the session being at an end; but promised to make no delay the next term, early in the winter, and to give all assistance possible. Denton will probably do the same, being good natured and a great friend of Peter Sexton's. Hopes, therefore, they will meet with no great "rubbs" next session, provided Daniel Duggan is in London in time and brings with him a fresh consent, etc.

The report about Ross Castle is now before the Lords of the Treasury. It was mislaid for a long while.

3 pp. *Addressed to Killarney.*

JAMES WEBB to DANIEL CRONIN.

Dublin, 9 July, 1726.

Concerning Mr. Callaghan and a loan of £2,000. Callaghan is annoyed at having the money dead on his hands through Kenmare's delay. Callaghan will now carry the money to Clonmel.

P.S. 'I suppose you've seen the advertisement concerning my Lord Kenmare's keeping the 10th of June with great solemnity—to be sure its false and malicious and he ought to publish a counter-advertisement to that purpose.'

JOHN ASGILL to DAVID DUANE.

Southwark, 2 March, 1726/7.

Concerning the signature of some deeds.

DA[VID] DUANE, to KENMARE.

2 March, 1726[7].

Concerning legal affairs.

The Master has signed his report re priority of the encumbrances, which is as favourable as they could wish. Lilly died before it could be confirmed and the suit is therefore abated as regards Lilly's, and Cardonell and Lilly's motion to have the Master review his report is also stopped for the same reason. The judges to whom Kenmare's Bill in Parliament was referred have, in spite of Cardonell's strenuous opposition before them, signed their report, so that the Bill with a favourable report is now lodged in the House of Lords. The first reading will be taken to-morrow. The satisfactory position is largely due to Madame da Cunha. Advises buying off Asgill who can still give trouble though having no good case. Asgill is miserably poor. Has already given him £20 on Madame da Cunha's advice and will give more if Kenmare agrees. A settlement may be made with him for an annuity of £40 for life. Some particulars of cost of Bill etc.

3 pp. *Addressed to Kilcash.*

EDWARD HERBERT, JUNR. to KENMARE.

Kilcow, 23 May, 1727.

Concerning his forthcoming journey to Dublin. Is informed by his uncle, Thomas Crosbie, that he (Kenmare) was informed that his business there was to prefer a bill in Equity against him. Has no such thoughts at present; is going on business of his father's and to put his own affairs 'in a safe method' before leaving the Kingdom. Is confident, however, of success if at any time, friendly and patient overtures having failed, he seeks justice against Kenmare. Can hardly expect any accommodation from him while he listens to groundless stories which are 'the fictitious imagination of brains turned to breed disturbance and foment jealousy and such are commonly the attendants of those in your sphere of life, if not discountenanced or kept at a distance.' Asks the name of the author of this lie. Congratulates him on the birth of a daughter and offers to execute any commands he may have for him in Dublin 'with pleasure and integrity.'

NICHOLAS HALPENNY to KENMARE.

Rostellan, 14 June, 1727.

'Your Lordship's gardener came to me with a complaint of an imposition imposed on him by some persons which I believe not to be "compedient" judges for saying that yew plants raised from cuttings will not make a hedge in 16 years. In case they were cuttings they will make a hedge in proper ground and care in 12 years, 14 foot high; and as your Lordship's gardener says it will be but six foot, it will be a complete hedge in 7 years.'

ANDREW BRIDGES to KENMARE.

Mallow, 17 June, 1727.

A yew cutting will make as good a plant for hedges or "pidiments" as a seedling and much sooner. Would not practise this method himself otherwise, yew berries being obtainable very cheap. Would not have sold the plants so cheap as 1½d. per plant to Lord Kenmare's gardener had he not understood he was about to start a nursery for himself. Received 30s. per 100 for similar plants from Counsellors Dickson and [? Jordom], Mr. Harpor, the banker in Cork, and Mr. Coughlin in Lismore. Understood also that he would buy 200 large "pidiments plance" "the plantes I have is raised from cottings and I will justifie that the are as good plance as any jentell man need plant . . ."

'And I am very sorry that gentlemen shall know that cuttings will make plants for to hinder gardeners to get bread. I have now plants under my care 14 foot high that I raised from cuttings about fifteen years old which is well filled plants. The plants that your gardener bought of me will make a good hedge in six years providing he [? prepers=prepares] his borders well' . . .

As to the "nursery" in Donnaralle [Doneraile] he knows it better than any concerned in it having been Mr. [] foreman there: He bought "by the lump" about 700 there for 2 guineas, which with 1300 of his own made up the 2000 sold to the gardener at three halfpence apiece.

Addressed to Killarney.

JOHN HENSHAW to KENMARE.

19 June, 1727.

Refuting allegations made to Kenmare that he was at fault in planting yew trees raised from cuttings instead of from seed and that his dealings with nurserymen were not strictly honest. Makes some countercharges re deceptions practised on Kenmare in wallbuilding, etc. Encloses letter from Andrew Bridges, a Mallow nurseryman, and certificate from Nicholas Halpenny (*q.v. supra*). Describes Halpenny as the best gardener within 100 miles. Resigns his position as Kenmare's gardener 'I would have waited on your Lordship but am ashamed to see the town I am so ridiculed by this business.'

Has begun on Lord Barrymore's work by staking out an "anny" to take 8460 elms. Prays for Kenmare, asks him to accept the yews at Michaelmas and hopes he will still be his friend as heretofore, 'but it is impossible for an Englishman to live in your Lordship's family if he was a saint.'

Sept., 1727.

'An abstract of several of Mr. Duan's letters about Capt. Hedges as also copies of some of my Lord's, Mr. Cronin's and Danl. Duggan's letters.'

- No. 1. Mr. Duan that Capt. Hedges wont be advised and has sinister views. 14 Feb., 1723[4].
- No. 2. Do. that Capt. Hedges countermanded him to act and declares he will do all the prejudice he can to Lord Kenmare. 13 Feb., 1723[4].
- No. 3. Do. that Hedges acts by himself, wont be advised, refuses to comply with the order, 20 Dec., 1723, for assigning, etc., by which all accounts are stopped; and he countermanded my Lord's agents on which he was desired to employ others and that my Lord could be at the expense, which he refused and threatened an action of £20,000 against Duan. 10 March, 1723[4].
- No. 4. Do. that Hedges put my Lord to great expense with motions to avoid the agreement of 1710. 18 Aug., 1724.
- No. 5. Do. that Capt. Hedges wont be advised and put himself to great expense in taking copies of pleadings, proceedings, depositions, etc., and without need. 14 Apl., 1724.
- No. 6. Do. that Hedges makes constant adverse motions to

the Court, is advised by a Quaker, will harken to no reason, otherwise might be at home with his family ere now. 18 July, 1724.

- No. 7. Do. that he pays court to Hedges, but wont be advised by either counsel or "Scollr" [solicitor] and plunges himself into unnecessary cost. 6 May, 1724.
- No. 8. Do. that Hedges' report made with Asgill is of no value or advantage and can't bind Lilly, etc. 22 July, 1725.
- No. 9. Do. that Hedges made an irregular motion on which Lord Kenmare was to pay £20 costs and that Hedges on the ill success countermanded proceedings and complained of agents, though briefs have been perused by him. 15 Feb., 1723.
- No. 10. Do. that the Master allowed Hedges to take a commission which the assignees would manage and be at the expense of, which he refused to comply with, and that the assignees could take none of their own name. — Oct., 1724.
- No. 11. Do. that Hedges wont be advised neither will he accept of any assistance and sent formal notice not to proceed and wont comply with the order of Court. 7 March, 1723[4.].
- No. 12. Do. that he finds by briefs some depositions are wanting which must be in the office. 22 Sept., 1722.
- No. 13. Duggan to Hedges with an account of the trial at Law and of the witnesses procured to swear against Hedges and praying his instructions. 1 June, 1723.
- No. 14. Several letters whereof it appears care has been taken to keep the injunction on foot and afterwards to defend the trial at law. In 1722 and 23.
- No. 15. A copy of my Lord Kenmare's letter to Mr. Hedges which he refused to comply with, and though Duggan told him he may draw for money refused to do it. n.d.
- No. 16. Duan's bills of cost, 1721 to 1724.
- No. 17. A copy of my Lord's letter to Hedges telling he would pay his year the Captain discharging his 3 years. 28 Dec., 1723.
- No. 18. A copy Mr. Cronin's letter to Capt. Hedges, 24 Nov., 1725. [This letter, 2 pp. *f.cap.*, appeals to Hedges to make a

reasonable settlement with Lord Kenmare. It is written as from an impartial intermediary.]

No. 19. Copy of my Lord's letter to Mr. Sexton about getting bail to writ of error. 9 June, 1723.

No. 20. Daniel Duggan to Hedges to send over the commission which was wanting to support his discharge and that Lord Kenmare would be at the cost of speeding it. 30 Sept., 1724.

This document is in Daniel Duggan's handwriting. The items are given above in the order they appear in it, though they are not in chronological sequence.

DAVID DUANE TO KENMARE.

Grays Inns, 23 Dec., 1727.

Concerning draft conveyances sent to him by Lord Kenmare. 'They were so different from our way of drawing conveyances here that I was obliged to alter them quite through.' The affair will be soon finished when Sir Maurice Crosbie and Col. C osbie as well as Lord Delawarr and his counsel approve of them. Lord Delawarr is very 'nice and exact' and difficult to please; he persists in his resolution to execute no conveyance until the whole purchase money is lodged with Mr. Gardiner or some other considerable banker. He insists that all money derived from the sale of any part of the estate vested in Lord Arran and himself shall be paid by the banker to the creditors named in the Act. He will have no word of Lord Kenmare's agreement with the purchasers mentioned in the conveyance. *Other examples* of Delawarr's scrupulous exactness. Nobody has taken administration to Lilly as yet which hinders the suit from going on. Asgill 'teazes' him (Duane) for money and he are not fall out with him.

2 pp. Addressed to Kilcash.

DANIEL DUGGAN TO DANIEL CRONIN.

27 Dec., [1727].

Begins "Uncle Dan".

Contains list of deeds 1725-1727 left with David Duane for Lord Kenmare's use, with some accounts relating to Hedges and others.

Addressed to Rathmore.

DANIEL CRONIN to KENMARE.

Rathmore, 8 Dec., 1727.

Concerning deeds, etc.

Doneraile is spelt Duoneraile.

Addressed to Kilcash.

SAME to SAME.

Rathmore, 29 Jan., 1727[8].

Concerning the proposed deed of conveyance to Freeman [one of the purchasers of lands sold under the special Act of Parliament]. Gives a list of the yearly outgoings from the estate totalling £2,903.*

SAME to SAME.

Rathmore, 13 Feb., 1727[8].

Stating that he will go to see him.

RICHARD WARD to KENMARE.

Bandon, 5 March, 1727/8.

Concerning the purchase of green oak bark.

DAVID DUANE to KENMARE.

Grays Inn, 21 May, 1728.

Concerning the matters dealt with in his letter of 23 Dec., 1727. Refers to Daniel Cronine as Lord Kenmare's steward. Is applying part of the proceeds of a bill received from Cronin to pay Asgill two moietyes of his annuity (£20): 'with all my civility to him I have much to do to keep him in good humour and from doing mischief.'

'I have at last with much trouble prevailed upon my Lord Arran and my Lord Delawarr to execute conveyances to Sir Maurice and Col. Crosbie: they were executed yesterday at the House of Lords, and Mr. Percy Hasset and Mr. Spring are witnesses to them. Mr. Spring intends to set out for Ireland in a few days by whom I design to send the conveyances . . . my Lord Delawarr expects that your Lordship will immediately apply the purchase money to discharge some of the encumbrances

* cf. pp. 421, 422.

affecting your estate and mentioned in the Act of Parliament, and that your Lordship will send him a part or duplicate of the discharge or discharges to be given for that purpose, and unless his request be complied with it will be to no purpose to apply to him for any other favour. But I must inform your Lordship that there is an objection made to Colonel Purcell's incumbrance by Mr. Asgill, Cardonell and Lilly, his assigns, by reason of a mistake in the decree, the lands charged with that debt not being mentioned to be in the county of Kerry by the Trustees' decree and therefore it may be doubted whether you can safely pay it until the report of the priority of the encumbrances affecting your estate be made absolute and enrolled which I hope will soon be done, for the widow Lilly has appeared to the Bill of Revivor . . . In England purchasers always pay for the conveyances, parchment stamps and engrossing them, unless the seller makes an agreement to the contrary, and the expense of this side of the water will not be much less than £20 English money, for the conveyances sent out of Ireland were quite altered the draughts not being prepared after the manner used here.'

2½ pp. *Addressed to Killarney.*

WILL[IAM] FREEMAN to KENMARE.

ii.d.*

Concerning the purchase of certain tithes. Hopes he will not be put to a lawsuit for a bargain to which he was invited and which was concluded fairly by his (Kenmare's) consent. *Mentions* Mr. McGrath and Mr. Croneen [Daniel Cronin] and that the tithes in question have been set at a constant rent for 30 years past.

Addressed to Burrass.

EDWARD HERBERT, JUNR. to KENMARE.

Killarney, 9 Nov., 1729, at night fall.

My Lord,

'What I am now acquainting your Lordship with will I hope give neither you or Lady Kenmare any uneasiness or surprise

* See p. 338.

when I assure you Master "Browen" (thanks be to God) is in as fair a way as possible of doing well. The smallpox began with him last Tuesday and appeared a Friday morning and are now coming out extreme well. Never was a more distinct or better pox: the doctors give us "al the assurance imagenabl" of his being soon well which every one that sees him is easily made believe, he is so very cheerful and hearty; and though they would not have us, yet we think proper to send for Dr. Flaherty to Cork. Be assured, my Lord, it is not that we are in any apprehension of his miscarriage, but because we may have the satisfaction of his being with us till the pox is entirely over with the child. Miss is still well and the distemper is so favourable with Master that the doctors are of opinion she ought not to be removed from it. Your Lordship is best judge whether it be fit to acquaint my Lady with Master's indisposition, and be assured I dont write so favourable of it to amuse either your Lordship or my Lady but to tell the truth which I hope you will believe from,' etc.

Addressed to Kilcash.

TH[OMAS] BUTLER to KENMARE.

23 Dec., 1729.

Concerning a bill filed against Butler and Kenmare in the name of Griffin, which he believes is continued by Daniel Grady to deprive him of £320 justly due to him. The leases enjoyed by Grady under Kenmare's title were at his (T. Butler's) instigation exposed for sale by public cant of the sheriff of Co. Kerry and bought by [] who now refuses to pay unless indemnified by Butler. Agrees to do this as regards this sum but not any other matter which may arise between Kenmare and Grady. Complains of dilatoriness of Sheriff of Co. Kerry.

Addressed to Post Office, Dublin.

DAVID DUANE to KENMARE.

Grays Inn, 5 Feb., 1729[30].

Giving a transcript of the appeal to the House of Lords by James Cardonell and Mary Lilly, widow of William Lilly (*see summary below*) and announcing the death of Col. Aylmer.

The appeal referred to gives the following particulars:

Sir Valentine Browne (the 1st Viscount Kenmare) had an

estate in Cos. Kerry and Cork valued at £1500 a year. By the marriage settlement of his son Nicholas [afterwards 2nd Viscount] and Helen daughter of Thomas Browne [of Hospital, Co. Limerick, his cousin] and by fines and recoveries levied and suffered, part of the estate was settled during the 1st Viscount's life for the use of Nicholas and Helen for their lives; the residue to himself for his life and to Dame Jane, his wife, for her life, afterwards to Nicholas for life, afterwards to Nicholas's sons, etc. He (the 1st Viscount) retained the right to charge the estate up to £8000 for marriage portions for his daughters, Mary, Ellis, Thomasin and Catherine (etc. if any) and a maximum of £60 per an. for maintenance from the rents; he might also use £1000 of the £8000 for paying his own debts. By his will 7 June, 1690 (he died same month) he left:

£600 to said Mary (then Aylmer).

£3000 to said Ellis (afterwards Purcell) .

£2000 to each of the other two. The daughters were not to marry without the consent of certain persons named. Valentine and Nicholas (1st and 2nd Viscounts) were both attainted and the estate vested in the Crown. A pension of £400 a year out of the rents of the estate was granted by William & Mary to Helen, Lady Kenmare, during the life of her husband, Nicholas, for the support of her children. In 1700 claims were made on and allowed by the Trustees [appointed under the Forfeited Estates Act] as follows, interest being reckoned at 10%:

£3921 9 4 to Ellis and Col. Purcell;

2695 6 10 to Thomasin and Nicholas Bourke;

1265 18 4 to Mary and George Aylmer;

2320 5 0 $\frac{1}{4}$ to Catherine Browne [afterwards married to Don Lois da Cunha] and £60 per an. maintenance till marriage.

In addition the claim of Valentine Browne, a minor, by his guardians, for remainder in tail was allowed.

In 1702 John Asgill purchased the portions decreed to Bourke and Aylmer, and also agreed with Purcell to purchase his decree (paying £1000 in part therefor). In April, 1703, Asgill assigned the decrees and encumbrances of Bourke and Aylmer to James Hooper for £3800 'defeazanced on Asgill's

repaying said £3800 and interest in 2 years'. On 24 Dec., 1705, Asgill and Hooper assigned Aylmer's decree to Cardonell for £950. On 18 Jan., 1705[6], Hooper assigned moiety of Bourke's decree to Lilly and moiety to Cardonell for £2000, Asgill being privy and witness. Asgill also assigned part (£1819) of Purcell's decree to Lilly and Cardonell. In October, 1711, Richard Hedges filed a bill in the Court of Chancery, England, against Asgill, Cardonell, Lilly and others touching the disposition of rents and profits of the forfeited estate, Hedges being tenant or lessee under Asgill of a great part of the estate. In January, 1711[2], a bill was filed in the same Court by Valentine and Frances Browne (by Anthony Hammond their guardian), William Weldon and Elizabeth, his wife, and Margaret Browne against Asgill, Cardonell, Lilly and Hedges claiming reversion of the estate and £400 a year pension, praying a discovery of the encumbrances on the estate and general relief. Both causes were heard on 24 November, 1713, by the Lord Chancellor who ordered reference to a master to determine what was sold to Asgill, to examine the encumbrances and state their priority, to state accounts of receipts by Asgill and amount of arrears of rent and how far the encumbrances were satisfied by the sale of the woods and otherwise. After many delays, chiefly occasioned by Asgill and Hedges, the Master on 10 March 1723[4] certified that Asgill had received up to May, 1706, enough to satisfy the encumbrances bought by Cardonell and Lilly. Pending proceedings Nicholas died, Asgill's interest determined and Asgill became insolvent. The petitioners state that they never received any part of the rents and pray for a reversal of certain parts of the decree and order.

Six weeks from 9 Feb., 1729, were allowed for an answer.

[n.b. there is no mention in the above of the Co. Limerick or maternal estate].

C[] COLCLOUGH* to [KENMARE].

Rosegarland, 9 Dec., [? 1729, *torn*].

Concerning difficulties and delays in dealing with the matter of a £400 bond which he believes to be caused by Mr. Henry Archdeacon.

(Daniel Arthur, the broker, of London, is mentioned in this as well as several other letters).

* Governor of Ross Castle.

DANIEL CRONINE to KENMARE.

Rathmore, 16 June, 1730.

Concerning estate business and legal affairs, etc. His (Kenmare's) small children in Killarney are, thank God, very well but Mr. Thomas was in such a desperate fever about 1st May last that we sent for Cork physicians and Dr. McCarthy, who attended him in the smallpox, was the person that came and agreed with other physicians to blister him which produced a speedy amendment in the child. Acquainted Mr. Weldon with this at the time, with a request to inform him (Kenmare) if he had left Dublin. *Refers to pending transaction with Freeman, whose conduct does not seem quite straightforward in this matter. [T] McGrath is mentioned.* His (Kenmare's) servant, honest and old William Moore has died of pleurisy after four days illness. 'As there is a vacancy and an occasion to attend the horses for poor Hugh Grady, who is starving in Killarney since I turned him by your directions out of your Lordship's service last May, he prays your Lordship to restore him and that he will prove to your liking for the future. In justice to your Lordship and the poor man I should let you know that he told me and several others as soon as he came from Dublin that Tim Lorkane sent a guinea by him to give [?] Lorkane's] wife in Killarney, but that he was forced by some accidents that befell him and old David [?] Carroll] in the way, to lay it out before he came to Killarney . . . ' Believes he intended to pay the guinea out of his wages. The expenses of house, work and sawing for six months, since he left Killarney in October, were £150; as well as wages to servants in Killarney. Wrote to honest poor Mr. Web[b] (whose death is a great loss to them) for ejectments for non-payment of rent by tenants and one 'against widow Carney upon the title of Droumvickbane who insists on another year of her lease to be unexpired by altering the date of its commencement, which was in figures, from 1709 to 1710, and that I suspected by "cuteing off the taile or long stroake of the 9 and makeing 1 of the O," which I thought I convinced her of before Patrick Goold and others that were then present at her house on the farm when I demanded possession from her which she refused.' Later she refused to submit the lease to the inspection of Mr. Bland, Mr. Ignatius

Moryarty and his brother[in-law] Herbert, with whose decision he (Cronin) was prepared to acquiesce. The ejectionments did not, through Corls. Kenedy's neglect in sending them, come in time to serve her. Webb's first clerk, who is a sworn attorney, will attend to the matter of the patent for the fairs of Molahiffe: he is a son of his neighbour Harry Wallis. Has asked Wallis to consult Weldon about the suspected forgery. Young Wallis puts in for being his attorney in Webb's place, so does young Rickard Donovane, son to Rickard Donovane, who is brother of Daniell Donovane of [? Doonamark] finds it hard to advise about Capt. Hedges who rails at him (Kenmare) though he has done more for him than he (Cronin) Weldon, Freeman and Meredith think he should. *Details.* Weldon, Duan and Sexton are the best to advise about Hedges, Cardonell and Lilly.

Timber from Kilheelane is required for his outoffices and also the 'mass house' at Killarney for Fr. Ignatius. Will find out from Harry Gallwey can he supply him with French wine. Etc.

3 pp. f.cap. *Addressed to* Madame da Cunha's house in Conduit Street, London.

SAME to SAME.

Rathmore, 26 July, 1730.

Concerning estate business, etc. Believes neither Asgill or Hammond have any opportunity of serving him with Cardonell and Lilly and that therefore there is no hurry to treat with them. Advises him to limit his expenditure to £100 per month.

The Glenflesk [? thieves] have done no great harm since last spring except what they do by informing against honest men (especially those who ever complain of them) to pardon themselves, which makes it necessary that Kenmare should write to Sir Morish Crosbie, Col. Hassett and Col. Crosbie who will probably be on the Grand Jury. Gives Asgill's demands on the estate in right of his wife Jane, who died July, 1708.

Encloses copy of letter dated 27 May, 1728, from Asgill to Kenmare suggesting, but not in an unfriendly tone, that the latter's conduct was dishonourable, and of Kenmare's answer shewing that it was not dishonourable and that Asgill had plenty of chances to recoup himself.

SAME to SAME.

Rathmore, 14 Aug., 1730.

I send you as you desire enclosed an account of the several interest money pensions and other yearly charges that affect your estate and the several periods of time they determine, all amounting near two thousand pounds per ann., after the best manner I could compute them besides the contingencies of lawcharges. The expense of maintaining your family at your house in Killarney cannot be much for this year to come having more wheat and barley than they can consume. The rentroll, now, after what you sold the Crosbies and Freeman, is about four thousand six hundred per ann., as may appear by the particulars of the rentroll I gave you last year when you left the country, by leaving out what you sold; there is but a small advance this year of four pounds on Charles Carthy for Lissen na [Cannany] and the like advance on Jon Ryordane for Gnockacullig [Knockacullig.] You hold about the value of two hundred pds pounds per ann. of lands in your own hands which is part of the above four thousand six hundred pounds. Daniel Duagane came home after finishing the best manner he could with Mr. Weldon the particulars whereof he tells me he sent you. He brought home the patents and young Wallis, who set out on circuit before Daniell Duagane went to Dublin, tells me he brings [? Waybrant's] mortgage with him with a bundle containing the draft to be presented by you to Sir Maurice [Crosbie] in trust for yr [] with some amendments of Mr. Weldons upon it to be delivered me at Tralee or Cork Assizes. I have got your patent for the new fairs of Molahiffe from Mr. Wallis. Col. Hassett wrote to me last fortnight saying he had a patent this long time for a fair at Currins which he intends now to set on foot and that his day is the eight of August and yours is the sixth and seventh of the same month, which he believes will make it necessary for one or other of you to change that fair, which if any of you ever doth the charges should be divided between you. I have ordered the saddle horses to be kept at dry meat since I wrote you from Cork, not knowing but you may send for them. I believe I shall have your directions about them in the first I will receive from you. After what collection I can make next month I

will then send you an account shewing you what charge you will have on the tenants of your estate. Your children in Killarney are very well. Little Miss is much like her mother. As John Barry held Coolcerkirane by lives and is now a papist, so that he can not make a good title to Frank Bland, with whom he made some agreement of giving him fifteen pounds per an. rent charge on that place during the lease, he would be desirous of changing the three lives, who he says are all still living, for a new lease of thirty-one years, and if you should come to that you are to consider who can surrender the lease of lives, or if you choose to come in by ejectment by letting the land run in arrears and to be discharged by them afterwards and all at their costs. Mr. Weldon can advise you upon it.

Postscripts. I believe Miss Nelly forgets us. Old Mrs. Clarke died last month who was one of the lives mentioned in all the leases she held under you and left the best part of what she had to your tenant Frances [] at the [Bridge].

Enclosures are missing.

SAME to SAME.

Rathmore, 18 Jan', 1730[I].

Owing to contrary winds his letter of 19 Dec., only reached Cork last Friday. Will send as soon as possible Mr. Harper's bill for at least £300, but at this time of year it is always practically impossible to get in rents. 'Most of them [tenants on his Kerry estate] are poor and others live so expensive that they are not able to pay their rents.' Folie [attorney] requires £20 for legal expenses. The children in Killarney are very well: 'little Mr. Thomas should be kept close to know his letters lest he should grow stiff or stubborn.' Sends James, the gardener's, directions for sowing arbutus seed [*q.v. infra*] The seed has been sent to Cork to be forwarded to Lord Thomond. Andrew Murrough can copy the directions and give them to his (Lord Thomond's) gardener. Hugh Grady has been recommended as a "Dery man" [dairyman] for part of Cnockreer, where he (Cronin) intends to place 20 dairy cows. He gives Mr. Hume as security. *Reports* deaths of Thomas Crosbie of Ballyheige ('of a sudden at home in his chair last week after sitting very well in company late that night') and of his tenant

Sandy Eager of Killarney. Proposes next summer to graze the idle coach horses on the waste glens at the other side of the "logh," grazing for them on the Deer Park being very chargeable. *Details re* offers received for various farms on the estate.

2 pp.

Appended:

Directions how to prepare ground for Arbutus seed.

First you must dig your ground three times and pick it and clean very well and cut it out into beds and "thredd" [tread] it and make it firm and sow your seed: Cover it very light and rake it.

This must be done according to the weather. If March be hot sow the seed about 25[th]; if not be sure to sow it the first of April, and take good care the birds will not destroy it. And be sure to cover your plants in winter with straw to save them from the frost. Do all this where half [? sum] will be accordingly.

Marked copy, not in Cronin's hand.

SAME to SAME.

Rathmore, 12 Feb., 1738.

Concerning estate business. Dermod Moynihane, of Rathbeg, died 2nd inst., being the last life in the lease of that farm. Auliffe Moynihane and 3 other sons of his inhabit the farm. The rent may now be advanced by £20 from the old one which was fourteen guineas since the death of Malachy Moynihane in Aug. 1729. *Details various offers* for farms including one by James Fitzgerald of Killarney and a certain Sweeny, married to Fitzgerald's daughter and son to old Sweeny (Kenmare's driver); Daniel Donoghue of Glenflesk, etc. 'As your lordship sometimes desires to know from me how your poor tenants and cottiers escapes the Glenfleskers I am to let you know they suffered very little or nothing this year but they, the Glenfleskers, committed great outrages on Mr. Herbert's estate' driving away the tenant's cows, etc. Herbert is said to have replaced his agent Mr. Meredith, one Jackson, an agent of Lord Carbury's being in his place. The care he (Kenmare) took last year makes the Glenfleskers shy of troubling his tenants.

Other matters referred to are : recent birth of a daughter to Mrs. Herbert ; desirability of getting a new miller for Killarney mills ; health of the children—Master Thomas and Miss Kitty, etc.

SAME TO SAME.

Hospital, 9 Apr., 1731.

Concerning estate business. The difficulty of collecting rents, the times being extremely bad, has worn out his skill and labour : tenants no longer fear his threats, so often repeated. *Deals with* his attempt to settle a dispute between the widow Kearney and Nolly Morrogh about part of the farm (Faghbane) set to Andrew [i.e. Andrew Morrogh] ; proposals for various farms in Co. Kerry ; reasons for not meeting Weldon at Kilkenny and Thomas Hutchins' tenancy of Ahilmore under Capt. Butler. Has ordered Nurse Crean to be ready to set out for London at short notice. Is expecting Andrew to come to take his (Kenmare's) children away. 'Little Thomas is so great a master that he will make a bad scholar till he sees you though very sensible and lively of his age.'

2 pp.

SAME TO SAME.

Rathmore, 20 July, 1731.

Concerning estate business, *referring to* : transmission of money through Mr. Harper ; money due to Mrs. Julian Leary who is in distress, her husband (McMahon) being seafaring abroad ; employment of John Wallis, attorney, in connexion with transfer of Weybrant's mortgage to Sir Maurice Crosbie for Kenmare's use ; Pierce [Bryan] and the mayor of Statute Staple, Kilkenny ; Madam Purcell's deeds ; etc.

2 pp.

J. ASGILL TO KENMARE.

Southwark, 4 Aug., 1731.

Concerning payment of a quarterly instalment of his annuity now due.

Adds :

'Some few days after last term I sent your Lordship a letter

by penny post with an overture about an amour (of which no one else knows the contents). Please to tell Mr. Wilmot [David Duane's clerk] whether you received it or not.

Addressed to Grosvenor Street.

There is another short letter from Asgill to Duane (14 Dec., 1733) concerning the amount then due in respect of this annuity.

CASPER WHITE to SIR MAURICE CROSBIE.

Dublin 2 Sept., 1731.

Concerning the robbery of silver from Ballyheige.*

'I am favoured with yours of the 24th past and note its contents. For answer I am heartily sorry this unfortunate affair has given you and your friends so much trouble. At my return home I acquainted the Government with our proceedings as well in bringing Lawler, Ryan and Cantillon on certain conditions with which they seemed well pleased and often since enquired what more money was brought in, but having no account from you could not tell them, upon which they have been pressing for some time past to persuade me to go down to Kerry again, but my own affairs and not hearing from you has prevented me. As to Ryan and Lawler I satisfied Lord Kerry so far about their liberty that I little expected he would have disturbed them. But the Government seem now persuaded (by whom I cant tell) that they no way have performed their promise and only was amusing you and them until they had got in the money in order to run away with it. This is a point which I cant persuade them out of, and for which reason they think it wrong that Lord Kerry's mittimus has been superseded, and am sorry as it is at present taken it should be so, for had they remained in gaol would have been in no danger, and can assure you our scheme is no way altered but that the same remains with the only view of getting in the money. I would have obtained a new proclamation before now only wanted the names of those persons you have received money from since I left you in order to have them excluded.

Copy. Addressed to Ardfert, near Tralee.

The same document also gives copies of:

(a) [HENRY] LINGEN to the KNIGHT OF KERRY; Dublin

* For a full account of this affair see Hickson, *Old Kerry Records, Series II.*

Castle, 19 July, 1731, intimating that, in accordance with the Knight's recommendation, the Lords Justices will shew favour to two persons (*not named*) according to the merit of the service they perform in recovering the silver.

(b) MONTGOMERY & WHITE to SIR MAURICE CROSBIE; Ardagh, 6 Aug., 1731, entreating a continuation of his best endeavours to get in what he can of the silver. As the Lords Justices have intimated to the writer that they would pardon all such as voluntarily "bring in their money," provided they do not conceal any part thereof he (Crosbie) may safely give a receipt for what they deliver and return their names.

Though the signature is given as "Montgomery and White" (plural) the letter is written in the singular.

WM. WELDON to [KENMARE].

Dublin, 3 Dec., 1731.

Giving proposed answer* to be made by Kenmare to bill of Mary Ferriter. Concerns the will of Redmond Ferriter [*address not specified, being in bill*] and how his stock of sheep, corn, etc was disposed of. Questions raised are how much did the Knight of Kerry give for leasehold interest; and did Redmond Ferriter give Valentine Browne [Lord Kenmare] any directions which were not in the will—if so they must be confessed. Refers to his wife's health, weather and the proposed Bill for disarming Papists; also to marriage of Lord Fingall to Miss Fitzgerald† of Castle Hill on the Strand last Monday: a hurried affair, no courtship, two priests present, dispensation obtained in time. All his relatives are pleased he married a gentlewoman.

DANIEL CRONINE to KENMARE.

Rathmore, 4 Jan., 1731[2].

Sending a list of arrears (*same folio, verso*)‡ and some letters from tenants [*missing*]. They are 'mean jades' whose pulse he has tried by every means: driving, ejection and persuasion on the grounds of the value of his (Kenmare's) friendship

* See p. 339.

† She married secondly Lord Kenmare in 1735, and (after his death in 1736) Lord Bellew. Castle Hill is presumably an error for Castle Ishen.

‡ This return is printed on p. 176 *et seq.*

and goodwill. Has ejected Harry Gallwey, Little Daniell Cronine, William Freeman and also Arthur Herbert in Gortshanavohy. Hears Capt. Edmd. [? Ferriter] is dying. With regard to transmitting money could send a letter of credit in English money which is considered a cheaper method than that proposed by him, viz. drawing a bill. Mr. Harper is a "bankier" whose house has a business as good as any in Ireland. *Refers also* to a commission to be sped at Charleville in the cause of Col. Butler, ("David" [? Duan] and John [? Bray] being counsel for Kenmare); purchase of claret (*no details*); and his early expected return to Ireland.

P.S. to list (verso). Believes not more than £60 of the £1195 arrears will be lost through insolvency of tenants.

1 p. *f.cap.*

[EDWARD FOLIE OR FOLEY] to KENMARE.

Dublin, 4 April, 1732.

Expressing disappointment at the result of the appeal. This was due to alleged want of parties. Analyses the objections allowed by the Court in England and disagrees with them. Advertises to mistakes which can be made in England, as elsewhere though we must not find fault with anything that's done on that side.

3½ pp. *f.cap.*

KENMARE to EDWARD FOLIE.

London, 12 April, 1732.

Concerning steps to be taken following the failure of his appeal. Methods adopted in Ireland for reviving his suit against White and Lavallin would be of no avail in England where, the Lords having decided there is not sufficient reason, it is in vain to dispute with them. The real cause of his appeals mis-carrying lies not in the want of having proper parties to it, but in the failure to send over proofs and exhibits promptly as he had urged. Had this been done and he had the decree to show he would have succeeded without opposition. Must now make the best of a bad market. He (Folie) must at once find a representative for his Aunt Lavallin and an administrator de bonis non to Col. White in the spiritual Courts.

KENMARE to EDWARD FOLIE.

Killarney, 4 Aug., 1732.

Enclosing a submission for a reference between himself and his cousin James Lavallin. Desires him to get this made a rule of Court and to attend the arbitrators, Messrs. Malone, Calaghan and Daly, on his behalf. Their award must be published within the specified time, i.e., before Nov. 1st. Proposes suddenly [shortly] to return to England, so he must write to him c/o Cornelius Kenedy, Merchant, Mallow Lane, Cork, to say what sum will be required to fee counsel. Will leave directions with Daniel Cronine to furnish this. Also requires a copy of the brief to be sent to him; Cronine will be able to correct any mistake or oversight regarding accounts.

The greater part of this letter is in the form of a postscript: Lavallin has promised to order his agent to take out administration to his mother immediately. If the Whites do not forthwith set up an executor de bonis non will stop any further payments to them until they do so.

'If they complain to the Court of me I shall not value it being pretty confident that the Court will not think it reasonable that I should continue to pay them interest at the rate of ten per cent. for a large sum of money which they challenge as due to them but which they have not taken one step to prove it due for those five or six years that Lord Broderick's decree has stood, though an account has ever since that time directed to be stated by all the parties concerned in the decree before a Master. With what face can they call for interest money to me, when they have not taken care to . . . enforce the order made in their favour for their receiving interest till the account is settled at the rate of ten per cent.?'

Instructs him, if they do not set up an executor de bonis non, to move the Court to prohibit their receiving the £100 which Col. White's children get every year out of the farms of Hospital and Oldtown as well as the £100 he pays them punctually each year in money. The reason why he is so intent upon Lavallin's setting up an administrator, and the Whites an executor de bonis non, is that he suffers by paying exorbitant interest till the right of all parties is settled by the Master's report and a final decree. A further reason is his desire to be in a position to lodge a second appeal in the House of Lords next session if it

transpires that Lavallin and the Whites are not meanwhile to be brought to reason by other means. This he should keep to himself and press Lavallin and White vigorously to make proper parties to the suit. Enquires how long before the next Session of Parliament it is necessary to give notice to the parties to be appealed against so as to qualify for a hearing during that session. If Lavallin, notwithstanding his promise, is slow in taking out administration to his mother, directs that he (Folie) shall set up an administration for her, that no bar may obstruct his second appeal in case the reference between himself and Lavallin should not take effect by Nov. 1.

Desires to know, now he has obtained a decree with costs against Tubbs who has been served with it and does not obey, whether he is not entitled to have an execution against his body and goods from the Court. When may he expect to get proper powers from the Court to seize and imprison his person since he cannot come at his effects and substance, which he understands Tubbs has covered by fraudulent conveyances out of the reach of his creditors?

3 pp. f.cap. Addressed to Fleet Street, Dublin.

On flaps of same letter.

DANIEL CRONINE to [EDWARD FOLEY].

Cork, 12 Aug., 1732.

Concerning the submission referred to in the foregoing, which was given him unsealed by Lord Kenmare to send to Foley. Mr. Callaghane and Mr. Heffernane, who are acting for Lavallin and Kenmare respectively, do not agree on the form of the submission. *Details.* Is afraid the proceedings will not be worth the expense because Damur [Damer] does not come under the reference. Damer's agent, Mr. Graves [? Groves] says Damer might come to a reference if he were more fully acquainted with the nature of the charges. Advises consultation with Mr. Weldon.

[KENMARE] to [].

Killarney, 19 Aug., 1732.

'Dear Madam,

'I received your letter dated the 1 of this month wherein you give an account of L[ady] P[] being gone to France

but you do not mention [*erased* whether Lady G. was of the party] what companions or friends her Ladyship took with her. I am sorry to see that the terms on which you obtained the favour of a visit from her were that you should not offer a word in my behalf [*erased* to her or speak of me] I should not reproach you with unkindness to me for submitting to such conditions, were I not sensible that so great an honour and happiness cannot be purchased at too dear a price and that I am worth so little that so vast an happiness would be cheaply bought, though a hundred such as I were to be sacrificed for the purchase of it. However, though you were tied down from recommending me to her Ladyship for a lover, yet sure you might (at the time her Ladyship did me the honour to drink my health at your house—an honour at which I am quite transported) without breach of promise have let some words drop in commendation of me. It is painful to a modest and bashful man like me to be forced to sound his own praises or to put his friends in mind of the few good qualities he is possessed of blended with many imperfections, but without vanity I think I have just reason to complain of you for not doing me right by assuring her Ladyship at the time my health was drunk that if being a man of strict honour candour and integrity, a zealous and steadfast Catholic and no scandalous Christian can be recommendations to her Ladyship's favour you could answer that she would find all those qualifications in me. You might further safely aver upon your own experience that there is not a more even-tempered man breathing than I, nor a better humoured or more compliable easy and cheerful companion to live with than myself; that there never was a fonder husband or tenderer parent than I have proved; that I am to your certain knowledge in love with her Ladyship to distraction and that if she would do me the honour to accept of me as a husband you can engage (from the experience you have of my gratitude) that I would strive with my utmost endeavours to render myself worthy of her love and esteem and of the dignity of being not an imperious husband but her faithful companion and servant, who would make it the whole study and happiness of my life to please her

...
Refers to his birth—of ancient good stock in England who, during the five or six generations they have been settled in

Ireland, have taken care to marry into families at least equal to themselves; to his fortune—£5000 a year estate subject to £16,000 encumbrances.

'Its true its settled upon my son who is a child of about six years old and who, to my sorrow, gives but small hopes of living to man's estate,' but Lady P. would indisputably be entitled to a dower of the thirds out of it 'for which I would expect no other reprisal but the happiness of being joined to her, a convincing proof that I do not court her for sake of her fortune,' which she could dispose of as she pleases. *Continues with generalities* about his own personal character and his willingness to remodel it if it displeases her. Implôres her (the receipt of this letter) to write to Lady P.—speaking not writing having only been forbidden—to plead his case. Particularly wants permission to pay his court in person to the lady in France or when she returns to England. Asserts his intention of not desisting from preferring his suit: refusals will not deject him.

She 'possibly may one time or another be gained herself by the same means she so vigorously pursues to obtain Heaven: I mean earnest and unwearied prayer and petition,' etc., etc.

4 pp. f. cap.

This is a draft only. The writing is apparently Lord Kenmare's though it shows some differences from his ordinary hand.

KENMARE TO RICHARD MEREDITH, SENR.

Rathmore, 28 Sept., 1732.

Asking for his friendly offices between him (Kenmare) and the Humes in the matter of an outstanding account.

[? EDWARD FOLEY] TO KENMARE.

Dublin, 24 Aug., 1733.

Concerning the Damer case.

This letter, though rather long, is of no great value except that it makes clear that Lavallin's portion was assigned to Damer as further security for money lent to Melchior Lavallin by Damer's uncle.

KENMARE to DANIEL DUGGAN.

Kilcash, 31 Aug., 1735.

Concerning Mr. Hume's discharge and Mr. Meredith's report thereon, with further directions to Duggan to inspect the same.

FRANCES HERBERT to KENMARE.

Muckris, 10 [or 16] Oct., 1735.

'I hope, dear brother, you have not imputed my omitting welcoming you to this Kingdom to want of affection or satisfaction at it, but to the true reasons, an unwillingness to be troublesome to you, Mr. Herbert promising he would assure you on't . . . Expresses great pleasure on his marriage with Lady Fingall 'from whose goodness all your friends expects great satisfaction to you and them and the comfort of your settling at home and living happily among them for the future. I in particular, dear brother, have too long felt your absence . . . The only thing kept me in the same sad cabin I lived in before and after you left the country was the view of your neighbourhood and the expectation in time to prevail on Mr. Herbert to build a tolerable house to receive you.' *Further congratulations, and family messages.*

Addressed to Garirikin, near Callin, Co. Kilkenny.

WILL[IAM] RICE to MRS. ELIZABETH WHITE.

London, 14 Sept., 1737.

Concerning alleged arrears of quit rent payable out of the farm [Castle farm] of which he is an absent tenant. Knows nothing of this. 'May God curse me if the fault be mine.' Believes Kenmare's agents would have distrained rather than allow considerable arrears to accrue. The man who receives and pays his rents was seneschal to the late Lord Kenmare in all that manor and may be so to the present Lord. It should be incumbent on this man to throw light on the matter. He is Derby Grady of Ballylahif, near Cullen, Co. Tipperary.

Addressed to Capt. Woodhouse's, St. Stephen's Green, Dublin.

[LORD] BELLEW to EDWARD HERBERT.

London, 23 August, 1739.

Concerning the final settlement of Lady Bellew's* arrears. Hopes there will be no further cause for dispute.

* i.e. 2nd wife of 3rd Viscount Kenmare. See pp. 420, 422.

ELLIZA[BETH] WHITE to [?].

Dublin, 27 Oct., 1739.

Appreciating the fact that recipient will be her "paymaster" in 'cousin Herbert's' absence in England. Refers to Alderman Dawson (who will negotiate a bill for her in Dublin), cousin Herbert [Fanny], Mrs. Wogan and other members of the Browne family.

In another similar letter dated 9 Apl, 1745, and addressed to Edward Herbert at Muckcross she mentions taking a little house with Mrs. Wogan.

WILL[IA]M SCOTT to EDWARD HERBERT.

15 Feb., 174⁺.

Humbly requesting payment of his "charitable" pension and regretting that extreme infirmity necessitates his sending his son, who is deaf, for it.

Addressed to Muckcross.

Notes (verso) in another hand, seem to indicate that the pension was £1 per annum.

WILL[IAM] FITZMAURICE to EDWARD HERBERT.

Gallerus, 20 April, 1741.

Concerning his interest in Longfield and his own misfortunes, which have hindered him from sending his rent to Killarney. 'The drivers are daily persecuting the herdsman at Longfield with threatening of distraining my little stock there. I should not grumble at their doing so had I been able to travel.' In five weeks he has lost his mother and his son, being now the last of his race and family in the world, and himself "being in a rageing fever till last Fryeday I had a criesis." Is indifferent whether he lives or dies. Desires to dispose of his interest in Longfield and makes him (Herbert [agent for Kenmare]) the first offer with promise of payment of arrears. If immediate payment is absolutely necessary requests a letter by post 'which will be here in three days and two days after the money shall be in Killarney.'

Addressed to Muckruss.

DANIEL MAHONY to EDWARD HERBERT.

Dunloe, 29 April, 1741.

Concerning the tenancies of Lahard. Nothing has yet been done though he (Herbert) promised to move by way of ejectment in the name of McCarthymore and McCarthy himself promised to give all assistance possible to dispossess the tenants of Upper Lahard.

'The Ferris[es] of Upper Lahard are stiff, will come to no reasonable terms, insisting on a corrupt and fraudulent lease to my knowledge these 6 years past. The original lease they obtained in 1715 from Capt Owen Ferris being only for 21 years, writ by one Mau[rice] Mawe of Killarney, deceased, as he often told me which Terence Ferris the lessee, brother to the Captain, made an alteration of' by augmenting the period by 10 years, as can plainly be seen by the counterpart (in his, Mahony's, hands), moreover Terence Ferris' children will never show their lease to Herbert 'or any other judicious gent[leman].' Saw it 10 years ago when referee with Mr. Thomas Hassett in a bounds dispute between Terence Ferris and James Eager. The bearer (*not named*) and his brother are thus deprived of at least £100 by this 'corrupt and wicked' lease. The part of the lands in the possession of Terence Ferris's sons is at least a moiety of the whole plowland, containing by the Down Survey 337 acres 'better land and pasture.' The bearer can get £24 per an. for it from a very solvent tenant. For 33 years past Terence and his children have contracted a great deal of trouble and charges on Owen and his children and involved them as well as him (Mahony) in expensive law suits. James Eager, the two Steeds of London, Tym. Cronine, Chr. Fagan, James Trant and others were involved in these. 'What sums of money the bearer and his brother lately received by virtue of their late agreement, the major part thereof is swallowed by them two conscientious gentlemen Fra. Cashell and Ar. Hassett' so that they have scarcely £20 left to buy stock for the farm of Lahard. 'There is not a tenant on Lower Lahard able to pay 20s., most of them being dead. Such of them as survives turned beggars on account of the collectors driving last winter.' The bearer and his brother, who made a new agreement with McCarthy on the strength of their (McCarthy's and Herbert's)

friendship, insist on its continuation and the turning out of Terence Ferris's sons, and he (Mahony) agrees with them. They have no resources to start suits on their own account. He (Mahony) will take his share of the costs in the unlikely event of the Ferrises filing a bill against McCarthy or Herbert. Mayday is nigh at hand and something must be done immediately: 'periculum in mora.' Owen Ferris having the simplicity of the dove was constantly being wronged by Terence who had the prudence of the serpent. Justice must be done to Owen's children. Edward Herbert (his father) had a great regard for Owen. These people [Terence's sons] must now be terrified and made to submit their necks to the yoke or to quit the premises.

3½ pp. f. cap.

Addressed to Muckeruss.

[THOMAS, 4th VISCOUNT] KENMARE to EDWARD FOLEY.

Oxford, 11 April, 1742.

Urging the presentation of a petition to the Lord Chancellor to permit him to travel as all young gentlemen of England and Ireland do, instead of being confined to the University.

Addressed to Foley, 'Solicitor in Chancery,
Fleet Street, Dublin.'

Three other short letters from the young Lord Kenmare to Foley, dated 5 & 25 Oct., 1742, and 21 Apl., 1744, are in the collection. The last concerns an order for an increase in his allowance.

DAN[IEL] MAHONY to MORGAN FERRIS.

Dunloe, 16 April, 1742.

'Dear Morgan,

'You told me the other day when you came from Killarney you spoke to McCarthy More and Mr. Herbert about the false examinations sworn against me last summer before Mr. Bland by Geo. and Denny Benson about 2 small couple of oak timber they viewed then near the chapel of Culmag[ort] hardly not worth half a crown, which they believe to be their timber and stole from them as they allege from the woods of Tomys, to

which they had no manner of right, as appears by three examinations sworn at the same time before Mr. Bland confronting theirs, which are joined to theirs and are now since last Assizes in the Clerk of the Crown's office in order to indict me this present Assizes for said 2 couple of timber. I hope they will be disappointed this time, the scene of affairs being altered and most of the gentlemen of the Grand Jury being our friends, whereof Mr. Herbert and McCarthy will be returned, to whom particularly fail not again to speak in my behalf who I do not doubt will use their interest with the rest of the gentlemen of the Grand Jury to the same purpose. Pray give my best respects to those two gentlemen on whose affection and justice I depend. The Bensons last year, as being tenants and fosterers to the late sheriff and depending on his interest, were sure to make a victim of me, but thank God I am now under no apprehension of their success or base attempts.' Has instructed his sons Jack and James also to solicit those two gentlemen.

Advises him (Ferris) to keep copies of the bill of Atcheson* the discoverer and also his answers, which will be useful hereafter. Believes Mr. Hassett, the promoter of that suit, will acquiesce. Is glad Hassett stopped prosecuting the process against Ferris when he (Mahony) requested him. The contents of this letter are to be kept very private but it may be shewn to Herbert and McCarthy More.

Subscribed 'Your affectionate uncle.'

3 pp. *Addressed to* Tralee.

EDWD. HERBERT to [].

Killarney, 26 Nov., 1743.

Enclosing affidavit of income from Kenmare's estate.†

KENMARE to EDWARD FOLEY.

Oxford, 28 Nov., 1743.

Refusing to make a suggested rectification in an affidavit as it would be inconsistent with the truth. Sends an alternative 'which if his Lordship [the Lord Chancellor of England] finds fault with he must be very little acquainted with the rules of

* See p. 341.

† See p. 423.

this University, since out of 1500 students belonging to it I'm well assured there are not 3 that could swear to their residence during the whole year, nay even out of the exhibitioners of our house [St. Mary's Hall], who by their statutes are obliged to constant residence, not one has been here more than me.' Can get certificates of this. Letters will find him at his Aunt da Cunha's in London.

EDWARD CROKER to CHRIS[TOPHER] GALLWEY.

2 Feb., 1744.

Concerning a small glebe he has from Kenmare. Being an utter stranger must consult his father on the matter and will then write to Mr. Herbert and settle the matter to his satisfaction.

Addressed to Hospital.

JAMES ALLEN to ED[WARD] HERBERT.

London, 25 April, 1745.

Sending (*on same sheet*) Kenmare's receipt for £400, Irish, per Messrs. George Fitzgerald & Co.

Addressed to Kilcow.

PETER CARTHY to KENMARE.

[*circ.* 1746]

A petition shewing that his father, tenant to part of Rossmore, died in 1741 owing £3 arrears of rent, that the joint tenants charged him with being £9 in arrears and that in 1742 he was distrained for £9 though his father left no effects behind him; that to discharge this together with £4 rent due his uncle Rev. Father Owen Carthy, joined him in a bond of £13 5. 0. but died shortly afterwards; that he paid £6 in 1744 and is owed £3 by one of his (Kenmare's) solvent tenants; that he is greatly reduced, having but 3 cows to support a family of ten and is willing to give up those 3 cows to satisfy the rent. Hopes for a respite, otherwise his 'wife and great charge must go and beg.' Humbly hopes he 'will not break the bruised reed nor quench the smoking flax' and relies on his lenity and indulgence.

There are a few business letters written by Edward Herbert in 1748 to 1750 of no great importance. One is addressed to Lord Kenmare at Painstown, near Carlow.

[? DENIS DORAN] to [WHITE].

Dublin, 9 Feb., 1750.

Replying to a letter in which was enclosed the charge against Lord Kenmare. Will speak freely in hopes of promoting a friendly settlement and will not deliver the charge to Kenmare till he hears further after White has received this letter. He (Kenmare) may think it unreasonable, or at least unkind, to insist on his producing proofs 'at this time of day' of every payment made to White's father and his children from 1700, when his (White's) own papers must contain an account of them. They must reduce the number of points to be considered by the referee to a minimum. The material points to be referred are:

Whether the Trustees' decrees can charge Lord Kenmare's remainder.

If so whether the £369 18. 3. (interest decreed by the Trustees and partly paid by them in 1701) carries interest, no interest being decreed by the Trustees, but for the principal sum of £2,100 only 'though I must say I think it a needless question, because the accounts settled between your father and Mr. Asgill in the years 1703 and 1704, and your father's confession in his answer in the year 1708 that he received the interest and insists only on the principal sums of £2,100 and £200 as then due, renders it useless.'

Whether the £200 is a charge at this day on Lord Kenmare's estate and, if it is, whether it carries interest, as interest was not decreed for it by the Trustees nor any time fixed for payment of that sum.

How far he (White) is entitled to the charge for costs and expenses: believes this cannot be determined till the account is finally settled, especially as another question will arise, viz.

Whether White is not accountable for all the rents of Castlefarm till William Rice's death, and also for the value of the woods cut down on the Bantry estate.

Points out that White did not annex a schedule to the charge for £1,500 for costs and crown rent as stated by him.

'But I apprehend at present that the Crown rent payments should be allowed when the whole rents of the Castlefarm, which your father and mother and those deriving under them

withheld from the late and this present Lord till William Rice's death, are accounted for, and observe by a charge delivered by the late Lord against your father on the account then depending before the Master upon Lord Chancellor Midleton's decree several large sums set down for woods cut by him over and above his receipt of the rents and the money paid by my Lord's receiver; and I am certain that since I became concerned in that estate you have been all along paid £100 a year over and above the rents of the Castle Farm till Mr. Rice's death and till part of the principal was paid by me, imagining there was no other demand and that my Lord would be satisfied with it.'

2 pp. large f. cap. Copy.

CHRIS[TOPHER] GALLWEY to DEN[IS] DORAN.

[Killarne]y 30 Sept., 1753.

Advising that Mr. Hassett will deliver for Lord Kenmare to Doran 8 original letters of Mr. White's which were inserted in Kenmare's and Herbert's answers to Ward's bill. A further 6 letters are being sent for his perusal to be made use of in the case if material to it. "They will shew a further [pr]essing for money and importuning Madam D. Cuna to prevail on [torn] to be in advance for them ladies."

Much torn.

Addressed to Aungier Street.

DAN[IE]L CRONIN to KENMARE.

10 Oct., 1754.

Proposing to pay a yearly rent of £3 for 3 tenements in Hen Street [Killarney] now held from him (Cronin) by John Barry, Redmond Welsh and Derby Rahilly, if he will grant a lease of 99 years renewable for ever to his (Cronin's) nominee. Will oblige himself to build within 2 years slate houses on said tenements equal in height to that lately built for Rev. Mr. Moriarty. Proposes also to take a lease of 12 acres near said tenements when land there falls out of lease."

Appended, same date, is Kenmare's acceptance of these proposals, allowing six years for the building, and promising land within 1½ miles of Killarney.

GEORGE BRYAN to KENMARE.

London, 29 [?] July] [1755].

Concerning a proposed match between himself and a young lady of Irish parents, born in Spain, who 'speaks the English' as well as one born in England. *Details. Discusses the advantages of marrying into a merchant's family, particularly one with such manifold connexions with trade in Spain.*

4 pp. *Part of this letter is torn off.*

GEO[RGE] BRYAN to KENMARE.

London, 9 Aug., 1755.

Concerning family and personal matters. The postchaise is finished: it is a pretty carriage which he has had painted in a new taste. Unfortunately there is no vessel bound for Cork at present and may be none for some time; knowing he is impatient for it is tempted to send it to Dublin for which place there are ships in plenty. Is surprised to hear from him of his old friend Mrs. Gifford's marriage to Dr. Mahony: she writes every week but has never mentioned it. 'She has sunk this affair not only on me but on all her friends at Paris.' Cousin Billy Cooke has found great benefit from the prescriptions of the Paris physicians; is very glad he (Kenmare) got Cooke's father to increase his allowance as he must have been a very good economist to live in Paris on so little. Refers to Miss Browne's gown, the Herbert family, Lord and Lady Powis etc.

3 pp.

Addressed to Killarney.

GEO[RGE] BRYAN to [KENMARE].

London, 6 Sept., 1755.

Concerning the proposal previously mentioned (*vide supra*). The young lady from Malaga, Spain, has not yet come to a resolution in the matter, being no doubt somewhat afraid to undertake so long a voyage by sea in such troublesome times. Sincerely thanks Kenmare for making it possible for him to accept so advantageous a proposal by so generously giving up

what he had been so kind as to lend him. Acknowledges that whatever success he has in the world is chiefly owing to Kenmare. Will take charge of a certain boy whom Kenmare 'protects': asks his age so that he may make arrangements for preparing him for a counting-house. The postchaise was sent to Cork 10 days since consigned to David Fitzgerald. The bill comes to more than he expected, but he did everything to make it perfectly complete believing £10 or £15 more or less would make no great difference to him (Kenmare).

'The Brussels Lottery will be done drawing in 10 or 12 days. I shall then send you an account of all the tickets . . . It is a bad scheme for the adventurers. I have sent Miss Browne's gown to Dublin and addressed it to a correspondent of mine, one Mr. Cahill, whom I desired to send it to her house in Stafford Street . . . My flame, as your Lordship is pleased to call Mrs. Gifford, is safe arrived here: she absolutely denies she is married to Dr. Mahony. I had a good deal of joking with her about it. We expect the King here about the latter end of next week when it is expected war will be declared against France . . .

4 pp.

DEN[IS] DORAN to [KENMARE].

Dublin, 3 April, 1756.

Acknowledging receipt of some depositions and shortly alluding to several pending law suits and money due and required.

SAME to SAME.

Dublin, 13 April, 1756.

'I prevailed on Dr. Bland, Messrs. Fitzgibbon and Spring to meet a Sunday morning at 11 o'clock upon the subject of your Lordship's last letter, who continued together till one, and upon the information of the case and what Dr. Bland knew the Counsel agreed to the enclosed opinion (*missing*) to which I refer your Lordship, but it was agreed of all hands that it was more prudent to come into some agreement with the other proprietors than to hazard any attempt to establish

a sole right to the royalty, but that if you could put the labouring "oar" upon them by interrupting them should they fish it was considered as the best method to manage it, and even of that they would be very cautious lest any affray might follow which might endanger any lives, if Mr. Herbert or any other should bring a possessory bill to be quieted in a right of fishing upon your Lordship's interrupting them they must miscarry for want of an uninterrupted triennial possession, and that miscarriage of theirs would answer your Lordship's purpose in effect equal to a decree in your own favour for the sole right to the royalty; but that business must be managed with the utmost caution.

'Dr. Lawlor has heard something of this matter from that quarter and was very curious to draw something from me in relation to it, in which he was much disappointed.'

DEN[IS] DORAN to KENMARE.

Dublin, 5 July, 1756.

Concerning the Ward case. If the White matter is really discoverable and Ward has a case, an agreement with Whites, even if Ward joined, would be useless because it would not preclude some other discoverer. Should Kenmare give an annuity he would be bound by it and be subject to a discoverer for any balance remaining due on the foot of the old security. In any case, any annuity granted out of the estate would be discoverable. Considers Kenmare is inclined to be too generous in this matter.

Addressed to Killarney.

E[DWARD] HERBERT to KENMARE.

Dublin, 20 July, 1756.

Concerning a proposal made by him on Kenmare's behalf to Mr. Roch [for a settlement of the dispute with the Whites]. Roch has professed himself satisfied and promised to do his best to get his aunts to agree.

'He told me he had no doubt of Betty, but that Jenny was so violent there was no managing her or doing anything with her, but that he would take Betty out into the Green and talk the matter over with her . . . but he was afraid they

would not [be satisfied] through the means of Jenny who had before to his knowledge used her sister so that she made her cry.'

Roch assured him that he had no intention of trifling with him (Kenmare) and would interfere no further if his aunts were not agreeable.

'I much question whether his Aunt Jenny is not upon her high Jinks still, whose notions he says are very extravagant upon this matter.' Considers they will repent it if they reject his present fair offer. Roch states that it was never intended that his uncle Jack's life should be added but is willing, in case his aunts agree with Kenmare, to purchase any demand Jack may set up to any part of the 'litigated fortune.'

Has seen cousin Coke [William Cooke] who has just come from England. He looks bad, 'is vastly fallen away and has a very ugly cough, for which I asked him if he had taken any medicine. He told me several but I asked no further questions, such being generally suspicious and disagreeable.' Fears the cough will turn to something worse.

'This day's packet brought nothing new in the printed papers, but there are several letters in town which came by it that mention the surrender of St. Philip's Castle [Minorca]. *Briefly describes* the siege and the conditional surrender of Blakeney. 'The loss of this place will enrage the populace of England to a great pitch against Byng who they look upon to be the bane of the nation.' Rumours re death or abdication of the King of France.

2½ pp. Addressed to Killarney near Cork. Franked by E. Herbert.

THO[MAS] SPRING to KENMARE.

Dublin, 19 July, 1757.

Concerning the White case. Gives his opinion on that part of it which relates to a claim for £369.

2 pp. Addressed to Painstown.

WILLIAM COOKE to KENMARE.

Painstown, 5 July, 1758.

Enclosing an account (*missing*).

'I received a letter from Dublin by the last post giving me

an account of Watt Butler and his sons they say the young gentleman is a very genteel pretty lad . . . Mr. Bagnol's marriage to Mrs. Ryan makes no small noise in this country. He was in Dublin when he heard of Ryan's death and immediate came to the country for the widow, brought her up to town and married her, and upon their return hither has introduced her publicly as Mrs. Bagnol. He is a most unhappy young man and I fear has entirely ruined himself by this simple marriage. He seems to me to be taking all the pains he can to destroy himself and family. He has run out this year besides his income they say between twenty and thirty thousand pounds and I am persuaded a man upon three or four thousand pounds would have lived much handsomer and have made a better figure than he did. Mr. Day was here the other day and gave me two forty-shilling pieces and a double pistole.' Will send these to him at the first opportunity. *Family greetings.*

Addressed to Killarney via Cork.

JOHN GODFREY TO KENMARE.

Bushf[iel]d, Sept. [*blank*].

Concerning proposed divisions of Keeltys and Ballybrack and persons who are likely to bid for them. Alexander Thompson's 3 sons are industrious ; Roger Martin is another would make a good tenant. Mr. Jack Spring does not like the way he had Tim Riordan divided Lacarue. Hears Mr. Falvey, who has asked him to speak on his behalf, is industrious. Desires that this letter should be burned and not mentioned lest people may imagine him "busy" and enemies be created for him. Sends a score of peaches.

2 pp. *Addressed to Killarney.*

DENIS DORAN TO KENMARE.

Dublin, 8 July, 1760.

Enclosing heads of decree [*missing*] for Kenmare against Damer. The hearing which he got taken before its proper turn took 5 hours. 'I had the good fortune of Capt. Roche's company

in the seat during the debate who was not much pleased with the determination of the Court' regarding the interest ascertained by the Trustees decree, as it determines the interest of £200 and £369 in Ward's cause. Congratulations on the saving of some thousands thereby.

Addressed to Youghal.

JOHN KEATING to HON. MRS. MARG[ARE]T KENNEDY.

[24 Nov., 1760].

Refuting charges alleged to have been made against him by Denis Doran in connexion with the discharge of a debt to Lord Bellew and other matters arising out of the disposal of the estate of the late Mr. Kennedy. Refers to a bill filed by Doran for Lord Bellew against her, Creagh Butler and himself. 'This bill was calculated for me alone. I asked Mr. Creagh Butler last week whether he had answered this bill; he told me he never read the bill.' Also refers to two horses sold to Theobald Butler for £16 and one to Edmond Dalton for £8; and to John Cantwell in connexion with the "cant" of Castleling.

3 pp. *Addressed to her house, Stafford Street, Dublin. Post-marked Cashel.*

[MRS.] MARY DELANY to KENMARE.

Glingaruffe, 7 Feb., 1761.

Regretting, with thanks notwithstanding, his inability to let Knockreer to her and her husband. Refers to his frequent proofs of kindness to her.

Addressed to Killarney.

KENMARE to COUNSELLOR MURPHY.

10 Feb., 1761.

Promising, on account of the improvements he (Murphy) has made in "my town" [Killarney] and his high personal regard for him, to accede to his request for the reversion of that part of Knockreer now in tenure of David Barry. Asks him to

keep the arrangement a secret because of "the anxiety that old men are apt to feel upon hearing of reversions granted after their death." Has thoughts of going next winter to England to put his son to school. The pamphlet sent by him (Murphy) is a masterly performance and "will set the Ministry hard to answer it, though I see a vindication of the German war published in our papers."

Holograph copy.

[LORD] FITZMAURICE to KENMARE.

Dublin, 23 Feb., [? 1764].

Assuring him that there is no need to vindicate himself regarding alleged insults to the King's soldiers. Promises to give a helping hand by 'keeping the soldiers within the bounds of decency' while Kenmare 'endeavours to suppress the turbulent spirits' of his neighbours.

B. P. [? Lady Powis] to MRS. BUTLER (of Kilcash).

Albemarle Street [London], 13 June, 1764.

Complaining of her unfeeling conduct towards her husband, Mr. Butler, during his illness, of her having introduced as a permanent member of the family one Mrs. Pringle, a person of no birth or manners, who seems to have settled down to manage Mr. Butler's family 'with great indecency and impropriety,' etc. The writer feels in an extremely invidious position, having been entirely responsible for Mr. Butler marrying her. On the first opportunity of shewing her care and affection to her husband she fails in all. Urges her to behave in a dutiful and seemly way.

3 pp. *Copy.*

SAME to MISS KAVANAGH.

Albemarle Street, 23 June, 1764.

Enclosing a copy of the foregoing to which an unsatisfactory reply has been received. Regrets having recommended Mrs. Butler, who now acts in opposition to the writer's advice. Is anxious to make the acquaintance of Mrs. Butler, of Westcourt, and to stand right with the family. Has been grievously deceived.

Copy.

JOHN LIDWELL to DENIS DORAN.

[? Lisanure] 24 Sept., 1764.

Giving the substance of evidence which can be sworn on behalf of Kenmare against the Whites. Charles Carthy, [? with *omitted*] whom Thomas and Dominick Roach, children of Mrs. Roach, lodged, will prove that Mrs. Roach was in receipt of rents of the Castlefarm till her death which happened the spring after the great frost; he will also prove the handwriting of John White Richard, the Whites' agent, who received rents the November after [William] Rice's death (end of March, 1740[1] or April, 1741). Nicholas White, the principal inn-keeper in Hospital, can corroborate. The widow Rice mortgaged the rents to Daniel Hogan who gave them to Robert Bradshaw. *Mentions* Counsellor Herbert as [Kenmare's] receiver. Will provide those witnesses with clothes if he approves. They can travel at a week's notice. *Deals also with* a controversy he has had with his uncle who has not sense enough to keep his evil schemes secret. 'I was told what he was by Mr. Butler of Knockagh the other night to whom he went to complain my father and me for half what he is worth, who upon his inviting him to broach an hogshead of wine Mr. Lalor brought home told him he did not choose any intimacy with informers or bad men.'

2 pp. *Addressed to* York Street, Dublin.

[THOMAS SPRING] to [KENMARE].

[circ. 1768].

Expressing pleasure at his proposals [*unspecified*] for disposing of disagreeable dispute with distressed relations and desire to assist to this end. Will be at leisure to dine with him.

The lower half of the sheet on which this letter is written is torn off and lost. The hand is probably that of Counsellor Thomas Spring.

DEN[IS] DORAN to KENMARE.

Dublin, 3 Oct., 1768.

Sending him the terms of the settlement arrived at in the Ward case (*vide p. 314 infra*), which brings to a close litigation

which has subsisted 50 years too long, rids him finally of all suits and his estate of all encumbrances. Is heartily tired of the Miss Whytes and their attorneys and agents but his success makes ample amends for the trouble he has had.

Addressed Chez Monsieur Waters, Banquier . . . Paris

EDWARD HERBERT TO KENMARE.

Bath, 26 July, 1769.

' I am just returned from the furthest part of Cardiganshire where Lord Powis has considerable lead mines and here I met a letter which astonished me. I will transcribe some part of it :

' 1st Paragraph. Mr. Walter Butler came to town and proposed Lord Kenmare and Mr. Aylmer a meeting at his house with Counsellor John Fitzgibbon.

' Remark. A very proper place to take them in by surprise.

' 2nd. That there Mr. Fitzgibbon informed them both that it was ever Mr. Butler's fixed intention to have no disputes with the legatees and relations of his cousin John Butler.

' Remark. That can't be true when you are actually made parties in the two bills preferred, one by the father and son, the other in the son's new bill now depending. I was also tempted by that gentleman in Dublin with separate offers and to make terms for myself but I "schorned 'em" and to cut him short told him I never would depart from the solemn agreement at your Lordship's lodgings in London.

' 3rd. That upon young Mr. Butler's inter-marriage with Lord Wandesford's daughter, £2,000 per annum of the estate was left out of the settlement to be open for securing such legacies.

' Remark. I never heard, nor do I believe, these gentlemen are or ever were seized in fee of any estate. They are to be tenants for life only of Lord Arran's and your uncle's estates after all the trusts are performed and settlements made pursuant to their wills. Garrericken is leasehold.

' 4th. That the only security Roman Catholics could take were bonds and judgements and that Mr. Butler and his son were ready and willing to join in such, only that they expected that as a suit was commenced with Mr. Herbert and family (whereby they claimed as administrators under your uncle

Butler's will his personal estate) Mr. Walter Butler and his son expected the heirs at law and legatees should sign an instrument to be drawn by Mr. Fitzgibbon worded in such manner as to prevent Messrs. Herbert being able to take any advantage from such concession from their family to their nearest relations.

' I must make some remark on this paragraph as it consists of very unjust and ungenerous sentiments : first your Lordship is to forsake, I may say betray, your nearer relations Tom and Ned as well as your old friend for a boon or free gift of £2,000 from these bountiful gentlemen. I dare say when you reflect a little you will think it a great indignity that such proposal should be made to your Lordship. I wonder you had not resented it instantly with indignation and departed directly from people who had so manifest an intention to take you at a why not and impose on your judgement regardless of your Lordship's honour. My Lord, either get your small legacies as your right under your uncle's will without any scandalous condition and support your uncle's memory (which is aspersed and your Lordship's with it for marrying him) or scorn to take anything at all ; for if your uncle was in his senses 'tis your right, if not you have no right and must scorn to accept it as a gracious boon from Messrs. Butler.

' The next short paragraph is shocking, viz. Lord Kenmare and Mr. Aylmer's answer that they would both sign any instrument approved by their counsel next day.

' Good God, my Lord, did you quite forget the solemn agreement at your lodgings brought about by yourself and Messrs. Butler and that you prevailed on Tom and me to accede to everything there proposed by them. Your Lordship is party and guarantee to that agreement and can never in part or the whole depart from it. Shall George Bryan (one of the persons included in that agreement) be forgot or neglected entirely ? It can't be so.

' Your Lordship knows very well that all this inveterate malice of Messrs. Butler against me and my son (tho' as Creagh told your Lordship kept smothered during your uncle's life) proceeded from our assenting to your uncle's marriage. It stings them to the quick that by the settlement then made the reversion in fee of Kilcash and the better part of that estate is

vested in the heirs at law, and I venture to say they will by all means and ways endeavour to prevail on your Lordship, upon paying this boon of £2,000, to convey your fourth to them which I must beg your Lordship not to do until everything is settled pursuant to the agreement at your Lordship's lodging, as you are bound in honour and justice to see that agreement completed in the first place.

'I shall not mention a word of this to Lord Powis who knows that all the trouble brought on me and my sons, as well as on him and his lady, proceeded from our assent to that marriage which (however unfortunate it proved) they gave their helping hand to from their regards for your Lordship. Swerve not a tittle from the agreement at your Lordship's lodgings: let us stand firm on that ground and it will not be in the serpent's power to beguile or divide us, with all its winding and turnings. Was not all the administration or executorship mountains given up and reduced to a mouse at your Lordship's lodgings? 'Tis impossible the legatees can be better secured than in the manner they are by your uncle's will.

'The occasion will excuse the trouble I give you. It gave me very great concern that you went from London without calling on me, who was not out of your Lordship's way and expected that pleasure which you made me hope for; but surely you will not return to France without affording me that satisfaction. I want to see you, have some general conversation with you before I die and leave you the blessing of your old faithful and affectionate' etc.

7 pp.

KENMARE to EDWARD HERBERT.

Killarney, 12 Aug., 1769.

'Dear Sir,

'I received your letter from Bath 26th July and am concerned to differ totally with you as to its contents. In the meeting held two years ago at my lodgings in London I considered myself so neutral and a common friend to you and the Butler family that I offered to waive any interest I or mine could claim as a legatee under my uncle Butler's will. How that agreement came not to take place I cannot account for. The Butler family pretend it proceeded from what they term indignities such as the refusal of the tower of Kilkenny, your

interfering to prevent the establishment of their son with Lord Wandesford's daughter, etc., etc., etc. What seems certain is that nothing but the decision of a tedious suit will ever prevail on them to come into it. This suit you seem to think my honour and regard for your family obliges me to be a party in. That I cannot agree to. The first consideration is they are my nearest relations by my mother : a family whose name I respect ; the legatees, who must be kept out of their demands by it and who are many of them in real distress, as nearly related to me by my mother as your children by my father ; but the essential one of all is I cannot conceive how I could answer it in justice or honour to my sister Wogan, [to] my aunt Butler, to Mr. Aylmer, to Mr. Kavanagh, his sisters and family, to bar them by my obstinacy from accepting such securities as the law affords and the family willingly offers upon the notion of establishing a will, so little notice of which has been hitherto taken that it has never hitherto been attempted to be even proved in the Prerogative. You warn me against giving up my right to the fourth part of the Kilcash Estate and I am so little anxious about it that if I was never to see a farthing of what you are pleased to think influences my conduct I should have the utmost satisfaction in executing any deed that would bar my son from a temptation to desert the principles and sentiments of his ancestors. You think me liable to reproach in having promoted my uncle's marriage. I never denied to Mr. Butler's face the main part I had in that transaction ; my motive I also avowed : the hopes of his having children ; nor am I ashamed of my conduct, tho' providence was not pleased to bless their union. My established character, as well as my former behaviour to George Bryan and yourself, might I think have exempted me from the suspicion of being influenced by my attention to a legacy of five or fifteen hundred pounds. The same principle of honour as influences my conduct in this will prevent my signing any deed that carries with it the most remote slur on you or your family and in my apprehension there is so little connexion between the Arran trust and the Kilcash inheritance that such a deed may be easily prepared and I sign it without infringing my neutrality between so near relations.

2½ pp. f.cap. *Holograph copy.*

DEN[IS] DORAN to KENMARE.

Dublin, 16 Sept., 1769.

Concerning the remuneration he has received for 18 years legal work, which after allowing for disbursements amounts to about £40 per an. Considers this entirely inadequate and believed that when the causes were all finally disposed of, as they now are, that he (Kenmare) would have acted with his customary justice and generosity. As a result of unremitting attention to his affairs (*details*), and particularly of the time spent in England on the Ward appeal, has got seriously behind in his other legal business and has lost many clients whose affairs would have been easier to manage and more profitable. Has been throughout keenly personally interested, and even his clerks have given up Sundays and Holydays to the extra work involved in Kenmare's causes, but none of them has ever received an extra guinea for this, though naturally expecting some recompense. Is highly gratified in having served him in ridding him of embarrasments which had entangled his family for 62 years. In the 2 last causes alone demands made against Kenmare amounted to £28,000. He (Kenmare) commissioned him to compound with Damer for £6,000, though £5,000 was all that was legally due, and in other cases was over-generous in settling with opponents.

'Men of less business than I had in 1762, when I went into England to serve your Lordship, have been paid 500 guineas for their time in England upon an appeal for 6 weeks, of which there are many instances, even by gentlemen not of one-third of your Lordship's consequence or fortune.' Feels sure he will take a favourable view of the matter on considering the facts now put before him.

P.S. *shews* gross amount of the costs * in both causes to be £4,673 . 3 . 0, of which disbursements to lawyers, etc., accounted for £3,933 . 12 . 1, leaving a balance of £739 . 10 . 11 over a period of 18 years.

3 pp. f.'cap.

* Among the miscellaneous accounts is one from David Duan for 12 months' costs in 1725-6 in connexion with attending on Asgill, Lilly, and with Kenmare's Bill in the House of Lords. It amounts in all to £107 . 14 . 6. Out of pocket expenses are somewhat similar to those given in detail on pp. 408 and 409. No other account of Duan's appears to have been kept.

[] GOOLD to KENMARE.

Cork, 7 Oct., 1774.

Concerning matters relating to the Co. Limerick estate. John Lidwell is little better than a bankrupt. He must be out of Oldtown, having been offered £1,000 for his interest in that farm. *Deals with* his own and Lidwell's relations with Mr. [William] Cook, the latter's creditors being kept 'in humour to continue at 5 %' by prompt payment of each quarter as it comes due. It is clear from a conversation he had yesterday with Mr. William Grady, who dined with him, that Lidwell has not kept him (Kenmare) accurately informed. Grady explained how far short Lidwell has fallen of carrying out his agreement to pay £2,500 as part of the settlement on the marriage of Lidwell's son with the daughter of [O] Grady of Kilballyowen, who found on examining the records that Lidwell's estate was swamped in judgements, a thing he should, of course, have done before the marriage not after it. The prospect of even a small share of the bullocks, which are supposed to come to him (Kenmare) towards a settlement of accounts, being forthcoming are not good. Lidwell would secure him if he could, but his means have been alienated. Fears the sons to whom he conveyed property will not join Lidwell in discharging his liabilities. Has heard from Daniel Cronin and is thankful for his (Kenmare's) intentions regarding appointing him (Goold) as agent to the Co. Limerick estate. *Suggestions re* the best methods of dealing with Lidwell. 'I incline to think your Lordship's letter in such direction had best come under cover to me, as I can deliver it to such [of] the sons as will be here in manufacturing the cattle. Your Lordship may depend the father won't come to this town.'

'The recent failures of Francis Carleton and Peter Joyce in Cork have hurt credit very much. Fears others will follow.

'We have been much troubled by the difficulties arising from the proclamation respecting the gold. I have put off such as come from Mrs. Gallwey with some very trifling loss and the proceeds of what came from her in every shape has been sent Mr. Bryan some time since.'

4 pp.

HENRY GRADY to THOMAS LIDWILL [LIDWELL].

Tipperary, 18 April, 1775.

Asking him to procure from Kenmare an order to the sheriff to stop proceedings against him for rent and arrears. *Details* 'I . . . will follow your directions in every respect. I write by this post to his Lordship, and having complained of your hardshipping me, that it drove me to carry away my stock, etc., I believe you will approve of this, as by it he cannot see you have the least favour for me.' Expects he (Lidwell) [*i.e.* Kenmare's agent] will be shewn that letter in which he informed Kenmare that his (Grady's) brother died in his (Grady's) debt to a considerable extent, that Grady of Cappurcullin and Grady of Elton are his executors and that they are 'at this very time laying a course for the payment of the debt.' Hopes the ungrateful behaviour of Gubbins, who hopes to make a harvest in getting Goultoon [Gowltown], and his other attempts against Lidwell's family will fail, 'but I think when his Lordship comes to the country that my friends and you will plan matters so as to frustrate the rogue's designs.' 'Mackie came off with flying colours—may he always do so, but I hope soon to see a happy reunion between Killballyowen and Clonmore families, friends of weight ought to interfere and settle.' Is getting another to write the address so that no suspicion of his having written may arise.

2 pp. *Addressed to Mrs. Wogan's, Granby Row, Dublin.*

B. [? SIR BOYLE] ROCHE to KENMARE.

2 Oct. [? 1776*].

Asking for a loan of £500. Was to-day informed by Mr. Pelham that he could probably get him into Parliament at an expense of £1,000. Has set his heart on this. Has security enough in mortgages on Mr. Whyte's estate but time is too short to raise the money that way. *Proposals* for securing him if he accommodates him. As a last resource his wife's fortune can be used but would regard that as most distressing. *Refers to* 'that generous debt which opened a passage for me into the way of life I now find myself in.' Would have paid this, if not hampered by the affairs of his brother and Mr.

* I should, I think, have assigned this letter to the year 1786.

Whyte. Acknowledges a letter from him (Kenmare) concerning an advantage gained by Supple. Advises no compromise.

3 pp. *Addressed to Killarney.*

DEN[IS] DORAN to KENMARE.

Dublin, 11 Sept., 1783.

Concerning legal and family matters. *Indicates* his special anxiety to be of service to him. *Details* re deeds registered, counsel engaged; fees paid, etc. Declined giving Counsellor Robinson cash to fee the other 3 counsel (Trant, Rice and Curran) for fear of robbery on the road. Has advised Sir Boyle Roche to consult him (Kenmare) as to how best to lay out his lady's fortune in purchase of land in Co. Kerry and elsewhere. Is pleased at the success of his friends Rowley and Lowther in the Co. Meath election, from which he has just returned.

3 pp. *Addressed to Killarney.*

ROBERT BUTLER to KENMARE.

Dublin, 1 Nov., 1783.

Concerning the attitude to be adopted by the Catholics regarding the political situation. On arrival in Dublin found it difficult to answer questions put to him by some peers and delegates about their sentiments towards the ideas of the Volunteers and the delegates. Had to say that these matters had not yet been carefully considered. Has written to Macnamara on the subject and requests his (Kenmare's) views to which he will pay more attention than to any others. 'Our situation strikes me as very difficult to manage between both parties, to avoid offending the Presbyterians and pleasing the others. There is an idea of a meeting the week after next of the Catholics, as there are Catholics amongst the delegates who may bring us into scrapes, if not managed. Recalls with particular pleasure a visit to him at Killarney. *Family messages.*

3 pp. *Addressed to Killarney.*

WILLIAM COOKE to KENMARE.

51 Jermyn Street [London], 21 May, 1784.

Requesting his co-operation in disposing of a portion of his

estate which must be sold to meet debts. Bad health, aggravated by the tedious journey to England [from France] makes his going to Ireland impracticable.

Addressed [c/o] David Latouche, Dublin.

THO[MAS] KEMMIS to KENMARE.

Mary Street [Dublin], 17 July, 1784.

Concerning William Cooke's affairs. Has not yet been able to dispose of the lands which were advertised. Mr. Power of Waterford, Sir Nicholas Lawless, 'Mr. Bruin's friend,' and a Mr. Browne of Carlow are all interested. The last named enquired would a mortgage he has on the estate of Sir William Parsons be accepted as the purchase money. His answer was: no. *Also refers to* James Blackney and the rent of Ballyellin.

Addressed to Killarney.

WILLIAM COOKE to KENMARE.

[9 Aug., 1784].

Concerning his financial affairs. Always understood from Caddell that he might spend £2,000 a year and that the surplus of the income from his estate would meet the interest on his debts, etc. Is willing to cut down his allowance to £1,600. Has written to Kemmis to send him instruments necessary to secure him (Kenmare).

Addressed to Killarney. *Postmarked* 9 AV. and AU 13.

THOMAS KEMMIS to KENMARE.

Mary Street, 12 Aug., 1784.

Further concerning the matters dealt with in his previous letter (*q.v. supra*).

SAME to SAME.

Mary Street, 14 Aug., 1784.

Concerning the same. Encloses a letter from Bray but fears they misunderstand Caddell's proposed terms. Understood the lands were to be conveyed to him (Kenmare) subject to an annuity of £2,000 to Cooke.

ROB[ERT] CADDELL to KENMARE.

Herbertstown, 21 Aug., 1784.

Concerning the financial affairs of Mr. [William] Cooke. Refers to letters from Mr. Bray and Capt. Fagan indicating the extent of his distress, the latter saying that Cooke intended selling the entire estate to George Bryan for the payment of his debts and an annuity of £2,000. Presumes Irish currency is meant. Their review at Bellewstown is to take place next Monday. Hopes to meet Lord Killeen and Sir [] Bellew at Drogheda.

WILLIAM COOKE to KENMARE.

London, 31 Aug., 1784.

Expressing his readiness to leave the management of his estate and affairs to him (Kenmare). Will be quite satisfied if he can have £1,600 per an. for himself till his creditors are paid.

[DUKE OF] RUTLAND [LORD LIEUTENANT] to KENMARE.

Phoenix Park [Dublin], 2 Sept., 1784.

"It is with extreme concern that I find myself under the* necessity of relinquishing my intentions which I had formed with so much pleasure of visiting your Lordship and the beauties of Killarney. The uncertain situation which the City of Dublin has been in for some time past made me at last determine to give up all thoughts of my journey to the South for the present year. I trust your Lordship will admit the propriety of this precaution, as, had any difficult question arisen in my absence from the Metropolis, it might have been attended with evil consequences. I hope a future season will offer as congenial weather and a more quiet moment than the present for this expedition. I cannot conclude this letter without expressing

*This letter, as indicated by the double inverted commas, is printed in the original spelling, which it will be observed shows no variation from that now considered correct. It may be noted, however, that the Lord Lieutenant makes use of the old-fashioned symbol *y* for *th*, writing *ye* for *the*.

my highest approbation of your Lordship's conduct relative to the meeting of the County of Kerry. I beg you will accept my best thanks for it. The continued exertions of persons of your Lordship's weight, property and character in this country cannot fail in the end of overcoming the seditious efforts of men bankrupt in their fortunes and reputation who by overturning the constitution and creating a general confusion hope to attain a consequence in the community for which they were never intended."

Holograph.

THO[MA]S KEMMIS to KENMARE.

Mary Street, 11 Sept., 1784.

Asking for instructions [concerning the purchase of Cooke's lands]. Mr. Bray having evaded answering his questions about the disposal of the reversion in fee.

Addressed to Killarney.

DAN[IE]L CRONIN to KENMARE.

16 Sept., 1784.

Concerning the foregoing. Appends draft of a suggested reply pointing out that, as his (Kenmare's) motive in undertaking a charge which may be both troublesome and expensive is solely to make Cooke's mind as easy as possible during his life, he is not taking all the usual precautions to safeguard himself, but that it is only just that before the deeds be engrossed counsel should be satisfied that under them Cooke will have no power to make any further conveyances or mortgages even in reversion. An inventory of debts and a rentroll of the estate should be forthcoming.

2 pp.

[HON.] VALENTINE BROWNE to KENMARE.

London, 30 June [? 1785].

Concerning family affairs.

Mr. Fagan who is gone to France was very attentive to Cooke, but 'made no ceremony in giving him very reasonable and friendly advice,' of which he is in need as his mind is

weakening more and more. Cooke gave Fagan, who is a man of great honour and probity, a number of letters to answer. One of them, from the woman he lived with at Marseilles, he replied to in a style which will, by his account, not tempt her to write any more. Both Fagan and Mr. Adair say they never met with a man of so obstinate a character as Cooke. Would never have thought this himself, though "he had certainly a very singular prepossession against his nearest friends." Sees him seldom but frequently sends to enquire for him. Believes G[eorge] Bryan has no notion of making any purchase from Cooke. 'If you stop anywhere on the road probably this letter will reach Killarney before you. I hope you may find that province in a more quiet state than what the public accounts mention the province of Ulster to be in, but fortunately it is generally customary for such publications to exaggerate everything.' Regarding his health Adair considers him well. Takes four times daily large drafts containing sarsaparilla, "which is counted a great alterative and especially with mercury." Hopes soon to be finished with this but after the serious illness of last year will find it hard for a long time to believe himself well. *Mentions* Mr. Pott, in whose hands he was, as "the first man of his profession both in theory and practice in Europe"; a letter from his sister about fêtes at Versailles; sudden death of the Dowager Lady Harrington. Is very glad to hear from Mrs. Browne that Dr. Moylan has accepted the parish of Killarney.

3½ pp. *Addressed to Killarney.*

[KENMARE] to [WILLIAM COOKE].

[circ 1785].

Answering a letter of "5th inst." *Begins* D[ea]r Billy.

Owing to "confusion now raging among the lower class [in Kerry] about tythes, proctors, etc., etc.," hurried back, staying only one day in Dublin with his son and Mrs. Browne. When two years ago he undertook the direction of his affairs he (Cooke) was in debt over £16,000, as well as what he owed him (Kenmare) and suits and executions were threatened on every side. *Shews in detail* that his management has been highly beneficial and debts cleared off. Persons mentioned include Col. Bruen,

Messrs. Dermot Power (of Waterford), Caulfield (of Levittstown), Blakeney (Cooke's agent), Bray (lawyer), Sir G. Ribton (owner of chiefrent); places include Painstown, Ballyellen, Clounmany, which are calculated as being worth as much as from 15s. to 18s. per acre rent. Much lower offers were received. Urges him to depend on his friendship and honour and not to let his mind be disquieted by whispers. 'I was indeed very ill when I concluded this transaction, but my zeal to serve you made me attend to it more than my own business. The same will make me disobey your directions as to Miss Cooke. She is your nearest relation, in poor circumstances and a person of the first merit. In your better health you were incapable of giving such, and while I interfere in your business I shall answer your bills for £1,600 annually and hers for £100.'

4 pp. *Holograph copy.*

MICH[AEL] BRAY TO KENMARE.

Lincoln's Inn, 15 Feb., 1785.

Has written to Mr. Cooke urging him to accept the proposal for the sale of Painstown which is so obviously to his advantage. *Refers to* payment of £400 (Irish) Cooke's quarterly annuity, and £600 due to a servant of Cooke's. Relying on his (Kenmare's) honour sent the deeds to Kemmis on Gallwey's intimation that this £600 would be paid, though expressly told by Cooke not to hand them over till it was. His uncle [David] Duane has died of a paralytic stroke. Will endeavour to shew the same attachment to his interest as his uncle did.

3 pp. *Addressed to George's Street, Dublin.*

WILLIAM COOKE to MICHAEL BRAY.

Dijon, 26 Feb., 1785.

Desiring him to demand that the £600 alleged to be due to his old servant shall be remitted to him (Bray). Denies that said £600 is due, 'besides if they were it must appear very odd, at a time when in France myself, that Lord K. should pay my servant's demands.' Having bills to pay at Lille and Doway 'the six hundred will not come mal apropos.' His niece, Madame de Civrac, will get Morel's account. Wishes to know on what account one Kiernan demands £500.

Addressed to 2 Lincoln's Inn, London.

MICH[AEL] BRAY to KENMARE.

Lincoln's Inn, 3 March, 1785.

Enclosing a letter from Cooke (*probably the foregoing*) and concerning a power of attorney and directions to be given to Messrs. Latouche re payments thereunder. Cooke in another letter received about the same time signifies his approval of the proposal to sell Painstown to Mr. Bruin, for which he expects 25 years' purchase.

Addressed to George's Street, Dublin.

SAME to SAME.

Lincoln's Inn, 8 March, 1785.

Further concerning Mr. Cooke with whom he has never had any correspondence which he would not shew to him (Kenmare). Cooke's jealous and suspicious attitude is due to his malady.

2 *pp.* *Addressed to George's Street, Dublin.*

OLIVER GRACE to [KENMARE].

35 Fleet Street, Dublin, 10 Sept., 1785.

Concerning outstanding balance due in respect of building for Mr. Cooke a large square of farm offices at Painstown.

THO[MA]S KEMMIS to [KENMARE].

Mary Street [Dublin], 25 Oct., 1785.

Concerning money required for legal expenses.

1 *p.*

WILLIAM COOKE to KENMARE.

23 Great Ormond Street, London, 24 June, [17]86.

Proposing to wait on him at Cheltenham with the object of coming to a settlement.

Addressed to Cheltenham Spa.

SAME to SAME.

London, 10 July, 1786.

Acknowledging his letter saying he would require legal advice and asking for an account as soon as he returns to Ireland.

KENMARE to WILLIAM COOKE.

Cheltenham, 15 July, 1786.

Acknowledging the foregoing. Accounts have already been furnished to Pierce Bryan, Bray and others and the vouchers are in Blakeney's hands. Debts are still due by Cooke to [Oliver] Grace for building; Nowlan (farmer), Hogan (land steward), Pat Walsh (gardener), who has chosen an annuity of £18 instead of £180 arrears of wages due; Biddy Hacket, the old housemaid, must also get a small annuity. If and when money due to Cooke by O Callaghan and O Brien (O Callaghan's father-in-law) comes in as a result of pending suits it will be remitted to him (Cooke) at once. The suit with Hovenden is submitted to reference of Counsellors Wilson and Freeman. Is going to Lord Lansdowne's on 18th with Abbé Griffin and afterwards to Dublin. Col. Bruen, who completed his part punctually is, surprised at his (Cooke's) long delay in perfecting the deeds [of sale of Painstown].

2 pp. *Holograph copy.*

[ABBÉ] JOSEPH TAYLOR to KENMARE.

Cambray, 5 Nov., 1787.

Concerning William Cooke, whose condition is deplorable. He has lost the use of his limbs and his intellect, but no longer has "violent sallies." Abbé Griffin is writing full particulars. Encloses accounts [*missing*] from August, 1786, when he left England as Cooke's companion, to date. Is infinitely flattered by, and gratefully acknowledges, his (Kenmare's) confidence in him, particularly his order to his banker to honour his (Taylor's) signature.

2 pp. *Addressed to Killarney.*

[ABBÉ] L. GRIFFIN to KENMARE.

Sat., 2 Feb., 1788.

Informing him of the death of [William] Cooke, which was finally caused by suffocation due to inordinate swelling of face and throat. In his lucid moments he received all the consolations of religion. "Messrs." Taylor and Fanning have been assiduous in their attention to him night and day. There is nothing they do not merit from the family. The servant

[Joseph Lowe], too, is most honest and careful and cannot have gone to bed for 2 months past. "Being of a different country and of different religion from mine, I cannot be suspected to have recommended him so strenuously from any other motive than for justice' sake alone."

Addressed to Great George's Street, Dublin, per Calais.

SAME to HON. VALENTINE BROWNE.

Cambray, 4 Feb., 1788.

Concerning the death and will of [William Cooke].

"Nous fimes hier, avec toute la décence convenable le service et funeraillies de feu monsieur votre oncle. D'avoir assisté a cette triste, lugubre cérémonie et de voir déposer dans la terre les restes de mon vrai et bon ami . . . a couté infiniment a ma sensibilité. J'en suis malade. Il m'en faudra du tems pour me rétablir." Monsieur Taylor, whose health is much impaired, as is that of M. Fanning, has written to Lord Kenmare an account of his administration. Understands that he (Browne) is Cooke's residuary legatee, subject to the payment of certain legacies "pourvu qu'ils soient raisonnables. Je ne regretterai pas ceux qu'on aura laissés aux enfants naturels, a M. Taylor et au domestique." Never, however, was a less merited legacy than that of £1,500 to the "avocat." Bray has a copy of the will in London. The original is in a jewel box deposited with him by Taylor, which he will not open without authority from him (Browne).

Postscript refers to Abbé Ferret and M. Welsh and intimates that he has conveyed the news of Cooke's death to Mesdames de Civrac and de Lupé.

Addressed as foregoing. French.

SAME to SAME.

Cambray, 6 Feb., 1788.

Enclosing a document [*missing*] connected with the affairs of William Cooke, deceased. *Refers to* "attaques et compulsations" to be apprehended from the lawyer [mentioned in the foregoing], and *urges* no loss of time in disposing of what concerns Messieurs Fanning, Taylor and "le domestique sans pareil," who are all ill and need a change of air and recreation.

French.

[ABBÉ] JOS[EPH] TAYLOR to KENMARE.

Cambray, 7 Feb., 1788.

Concerning orders he has received from [Michael] Bray, one of Cooke's executors, to bring the will and effects to him (Bray) in London immediately after Cooke's death. Quotes the relevant part of Bray's letter, which Abbé Griffin and he consider unwarrantable. Will deal only with him (Kenmare) and Mr. [Valentine] Browne. Is himself sufficiently provided for by a bond given him by Cooke and proposes to retire from the bustle of the world. Recommends Cooke's servant for his unparalleled care of him and also Mrs. Dixon. Abbé Griffin's housekeeper, who had no small trouble with Cooke while he was at Griffin's.

5 pp. Addressed to Great George's Street, Dublin.

SAME to SAME.

Cambray, 21 Feb., 1788.

Concerning the affairs of [William] Cooke, recently deceased. Encloses an account (*q.v. infra*). Extra expenses in recent months, shewn therein, are due to Cooke's illness. *Details.* Cooke's personal effects (*particulars enumerated*) are awaiting his (Kenmare's) instructions. *Refers also to payment of his own annuity.*

2 pp. Addressed to Great George Street, Dublin, per Calais.

Account enclosed shews expenditure 1 Nov., 1787, to 21 Feb., 1788, of 7,974 livres. A draft of £365 sterling produced 8,769 livres.

[ABBÉ] L. GRIFFIN to HON. VALENTINE BROWNE.

17 March, 1788.

Concerning the dishonesty and illegality of [Michael] Bray's conduct in connexion with Cooke's will.

'I don't imagine there is a court of justice in any of the civilized kingdoms of Europe could admit as lawful a will drawn up in full by a person styling himself executor and a legatee. At least in France a notary or any man in public office guilty of so base an action would not be only cashiered but condemned [to perp]etual imprisonment or to the galleys for life.' No one doubted Cooke was out of his reason. Mr. Prescott declared it publicly coming out of the room, where, though standing by,

he did not subscribe his name as a witness to the fraudulent deed. Bray, knowing well that Taylor, Fanning and Joseph Lowe can testify as to his unfitness to make a will since January, 1785, will not dare to bring the matter to a trial. *Details concerning* the iniquitous pursuits of this insatiable vulture (Bray). He (Browne) should not have neglected the advice given some time ago on the legal steps to be taken to circumvent Bray. Is thankful for Kenmare's kindness to his housekeeper [Mrs. Dixon], who on one occasion refused Cooke's gift of a gold box. *Family messages. Postscript refers to* Joseph Lowe's desire to have his annuity paid through Perregaux, of Paris, etc.

2 pp. *Addressed as foregoing.*

SAME to SAME.

Cambray, 24 March, 1788.

Further concerning the same. Cooke was not compos mentis when he was given the fraudulent will to sign or when he was at Avignon induced to make a new one leaving £1000 to the author of the nefarious deed. He Browne has justice on his side and nothing to fear. Bray's supporters are deserting him. Mr. Fanning and his brother [of Dublin], the two most interested of the legatees in validating the pretended will, have urged him to desist. They are willing to trust themselves to Kenmare's generosity. Fears bloodshed in the Austrian Netherlands. It was expected that 'Lord Buckingham would have recommended to the Irish Parliament that spirit of toleration and liberality of sentiments which gain very fast in the other civilized nations, both of Europe and America. Hitherto I am sorry to find the papers hint he is otherwise disposed.' *P.S. refers to* the unhealthy climate of Dublin in the fine season (summer).

2 pp. *Addressed as foregoing.*

[ABBÉ] JOS[EPH] TAYLOR to KENMARE.

Cambray, 24 March, 1788.

Concerning the disposal of the late Mr. Cooke's effects, which included inter alia : a travelling shaving box, diamond and other rings and studs, 2 gold snuff boxes, 2 gold repeaters with chains, 3 pairs of spectacles, cutlery, linen, pistols, etc. Only 100 louis was offered for the coach which was therefore not sold (*later in the letter he says he has on hands 16,733 livres, including 2,630 livres for the coach.* Mrs. Dixon got 20 louis

and Mr. Fanning the sword ; a present worth 3 louis was given to Mr. Walsh (Cooke's confessor) ; and a double louis to Col. Stack to put on the plate at the offering (omitted from funeral expenses account) ; 500 livres have been forwarded to Abbé Griffin for Comtesse de Lupé. Has written to Bray advising him to abandon his pretensions, as also has Fanning. Both of them would be sorry if a lawsuit took place particularly as many foibles and weaknesses which ought to be left in oblivion might be made known to a censorious nation.

4 pp.

SAME to SAME.

Reims, 4 May, 1788.

Further concerning the same. After completing disbursements ordered including 100 louis d'or to Fanning, has 580 louis d'or (or 13,920 French livres) on hand. Messrs. Latouche have failed to give Mr. Perregaux instructions to pay his annuity. Fears the coach will not fetch the 2,630 livres which he deposited for it. Fanning, who is most anxious a lawsuit may be avoided lest his father's memory be traduced, has heard twice from Bray who seems desirous of an amicable settlement.

3 pp. *Addressed to* Great George Street, Dublin, *par* Calais.

PERREGAUX & CO. to ABBÉ TAYLOR.

Paris, 14 May, 1788.

Concerning money and a bill received from him which will be passed to the credit of Kenmare.

Addressed to Reims.

SAME to KENMARE.

[Paris], 22 May, 1788.

Concerning the foregoing and sending a detailed account shewing balance due by William Cooke at the date of his death.

Copy.

Account enclosed.

[ABBÉ] JOS[EPH] TAYLOR to HON. VALENTINE BROWNE.

Reims, 19 May, 1788.

Enclosing letter from Perregaux (*q.v. supra*) and requesting that an irregularity in the payment of his annuity be rectified. Sold the coach for 100 louis thus losing [230 livres].

3 pp. *Addressed as previous letter.*

DA CUNHA LETTERS.

Madame Catherine da Cunha, who was the youngest sister of the second Viscount Kenmare, was an indefatigable correspondent and being very fond of her nephew Valentine, the third Viscount, she wrote to him regularly, usually at least once a fortnight. A number of her letters, 108 in all besides some scraps too dilapidated to be of value, have survived.* These, we may assume, are but a fraction of the total number she wrote to him even during the period covered by the correspondence now under consideration, which begins in 1716 and ceases in the Spring of 1729-30: at this date we know from letters preserved in the general correspondence, Lord Kenmare went to London and stayed with his aunt there. There is no reason to believe that she did not continue writing regularly to him after that time; and she outlived him by many years.

Very few of her letters bear a date beyond the day of the month. I found them in various places (mostly in an old bag containing all sorts of miscellaneous papers) and those of them which were together were not arranged in order. However, by using the internal evidence offered by the letters themselves I placed them (as far as possible in the time at my disposal) in chronological order, but the dates pencilled on the letters by me in a few cases require verification.

Madame da Cunha—Catherine Browne as she was then—was married in 1702 to the Portugese Ambassador, Don Lois da Cunha, but the marriage was not a success; and by 1716 when this series of letters commenced she was living apart from her husband. From then till her death some 30 years later she remained in England. Her portrait at Kenmare House shows an extremely charming though not actually beautiful lady, while

* The number of her letters surviving for each of the years in question varies considerably. Subject to confirmation of a few dates which are not quite certain the division is:

1716/7	1	1720/1	12	1724/5	7	1727/8	7
1717/8	16	1721/2	1	1725/6	7	1728/9	3
1718/9	19	1722/3	2	1726/7	3	1729/30	4
1719/20	16	1723/4	10				

that of Don Lois is anything but attractive. In her earlier letters there are many references to her husband and to the possibility of a reconciliation with him, or at least of obtaining an allowance from him, but her hopes of the latter gradually dwindled and were eventually abandoned. She was entitled to an annual allowance under her father's marriage settlement, but she was in effect dependent on her nephew for her means of livelihood.

This being so she has, of course, frequently a good deal to say about her own financial position; she was often in difficulties because, at least up to 1727, Lord Kenmare's affairs were extremely involved, and her annuity was, in consequence, usually much in arrears. Nevertheless, she did not get seriously into debt nor is she ever at all pressing in her demands, though she does frequently complain of the high rate of exchange against the Irish currency: her nephew Valentine was the apple of her eye; she made every allowance for his difficulties and genuinely rejoiced at his gradual extrication from them.

These intimate personal letters of Madame da Cunha's, couched sometimes in affectionate language which would seem almost more suitable to a lover than an aunt, reveal a lady of fashion blessed with a clear head and an abundance of worldly wisdom. Her advice, of which she is not sparing, appears to have been very sound except on money matters. More than once she admits that she was no business woman, but this did not prevent her from urging Valentine to participate in the boom in the stocks which were attracting investors at the time and ended in the collapse of the South Sea Bubble. Fortunately he refused to be tempted and as she had no capital available her credulousness cost her no more than the few pounds she borrowed from a friend for a little speculation of her own. References to this subject will be found in numerous letters.

Though as a financial adviser she was of no help to her nephew she was undoubtedly of great use to him in conducting the negotiations which were necessary for the success of the complicated legal and political business arising out of the forfeiture of the estates by his father. Moving as she did in the highest society circles she was able to "make interest" for him with such people as Lord Carteret, Sir Robert Walpole and other

political leaders, whenever such influence was needed. Though the Parliament in Dublin was nominally in control Ireland was, at the beginning of the eighteenth century, really ruled from London, and string-pulling to be effective had for the most part to be done in England. The English Court of Chancery had, of course, no direct jurisdiction in Ireland, but much of the involved and long-drawn-out litigation which followed the restoration of the estates to Lord Kenmare was in fact decided by that Court, or by the British House of Lords, so that a great deal of the legal business was actually transacted in London; and in addition the special Act to permit the sale of certain property (land and woods) to pay off the encumbrances on the estates was passed through the English Parliament not the Irish. That Madame da Cunha was of real assistance in promoting the passage of that Act we know from other sources (*e.g.*, the letter of David Duane in General Correspondence, v. p. 34) and to this and other business which required personal contact with influential persons she makes frequent reference in her letters. Her intervention was not, however, confined to the great: for, apart from her usefulness in keeping Kenmare's legal agents up to the mark, we find her several times entertaining John Asgill, whose connexion with the Browne family fortunes I have referred to in my Introduction to these papers. She was of service to him, too, in constantly executing commissions for the purchase in London of many things—from a coach to bean seeds—which he found it hard to get in Ireland, or, at any rate, in Kerry. She, on her side, sometimes asked him to send her Irish products of various kinds, including "a very handsome dog and bitch wolf Irish greyhounds," which she wanted to send to Portugal.

These private letters contain much personal information about various members of the family and its connexions—Brownes, Butlers, Bourkes, Aylmers, Purcells, Whites, Weldons, etc. We get a picture of that gay old spendthrift, Nicholas, the 2nd Viscount, whose improvident old age in exile at Ghent was the subject of much anxiety to his sisters and children. (For an interesting comment on his periodical reform see General Correspondence, p. 14). His daughter, Valentine's sister, Fanny, too, figures prominently in the correspondence, first as a schoolgirl in a Belgian convent longing to get home

and later when she violated the conventions of the day by marrying against the wishes of her brother, Mr. Edward Herbert of Muckcross, who was, of course, a Protestant. A reconciliation was in due course effected: later on Mr. Herbert became the agent for the property and even while the relations between the families were still somewhat strained we find Madame da Cunha using her influence in London on behalf of a clergyman of the Herberts, and incidentally complaining that her nephew had asked her to do this without really caring whether she did so or not, which caused her to suggest that he should use some private indication in his letters to shew when he meant her to take trouble in such cases and when his recommendations were merely perfunctory.

Valuable though this correspondence is as a source of family history, its general interest lies in the fact that in it we get throughout the Catholic point of view at a time when the Penal Laws in England as well as in Ireland were at their severest. Despite their rigour there were still a number of Catholic families of wealth and standing, as we can see from the various matches with eligible young Englishwomen which Madame da Cunha proposed during the years before her young nephew suddenly made up his mind for himself and married an Irish lady, Honoria Butler of Kilcash. That he finally chose a Catholic was a matter of great satisfaction to her, for she had strong views on the inadvisability of mixed marriages both for worldly and spiritual reasons.

There was apparently no actual persecution of Catholics of standing and position—except spasmodically perhaps—and little personal bitterness on the part of English Protestants of the governing class: Lord Carteret could, for example, send word to Madame da Cunha to tell her that he had done her “popish job” (*v. p.* 136). We can detect, however, an undercurrent of anxiety always present. For several years, especially in 1719, another attempt by Prince James with Spanish aid was constantly expected, and again much alarm was felt when further anti-Popery legislation was proposed and introduced, though fortunately the Bill which most alarmed them failed to pass.

She appears to have been, at least outwardly, a loyal supporter of the Hanoverian dynasty: she was presented at Court

and was devoted to the Princess, who was undoubtedly very kind to her. Occasional remarks in her letters, however, would suggest that she was at heart something of a Jacobite. Many of these contain references to the European situation in which, as sometime "Madame l'Ambassadrice de Portugal," as well as a Catholic Irishwoman, she took a considerable interest; but she has little to say about English politics except in so far as they relate to the Royal Family or the Diplomatic Corps: the strained relations of George I and the Prince of Wales are often mentioned, and her descriptions of such incidents as the arrest of the Swedish envoy in 1718 add colour to a correspondence which is never dull.

She had her own establishment in London, moving house several times. She was greatly pleased with one she rented in the recently built Hanover Street, near Hanover Square. This and the neighbourhood she describes in two letters (pp. 110, 111). Most of her time was spent in London with occasional visits to Bath when she could afford it; she also periodically went to stay with friends such as Lady Petre at Ingatestone and the Duke of Grafton at Bagshot, where the household consisted of upwards of 60 persons. I have quoted below some passages illustrating the daily life at two large country houses: though not of special Irish interest the description of a day at Ingatestone is of value to the student of the Penal Laws and the position of Catholics under the first two Georges.

As she got older Madame da Cunha gradually retired from society and before she was 50 years of age she describes herself as an old woman living in her chair by the fireside: this, however, except for a period when she was crippled with rheumatism, was an exaggeration. Nevertheless, her life was not without adventurous incident: she was lucky enough to avoid accidents (of which these letters give several examples and incidentally information about travelling and the state of the roads), but on one occasion she was held up and robbed at the pistol point. Physical disabilities, however, did not impair her energy as a correspondent and her later letters are as entertaining as those written when she was still a comparatively young woman. From first to last, apart from the pictures she gives us of her relatives in Ireland and elsewhere, they are enlivened by many passages retailing the current

gossip about people prominent in English society, which scarcely comes within the scope of the present volume.

While as regards social life Madame da Cunha's letters will be of greater value to the student of English conditions than of Irish, being Irish herself and writing to her nephew in Ireland she has much to say in this respect of Irish interest also. I may mention, for example, her allusion to the existence in recent times of a ducking stool on the shore of the lake at Killarney (*vide* letter of 20 Oct., 1720, quoted below in full).

It will be noticed that she uses the word lough not lake and that she speaks of the weir, which she spells "ware." I am informed by Mr. Richard Foley that the old Weir Bridge takes its name from the Irish word MAOR—DROICHEAD AN M'AOR—but it would appear from this letter, and from other documents in the collection, that two hundred years ago some natural feature known as the weir was in existence. She makes use now and then of what she calls "ould sayings," of which several examples will be found in the extracts given below, and she herself, after the manner of her period, is very outspoken on matters of health—Lord Kenmare's tendency to constipation, for instance, being very frankly dealt with—while the way she phrases her enquiries concerning Lady Kenmare's prospects of motherhood sound equally indelicate to modern ears.

I have already noticed the remarks of one of Lord Kenmare's legal advisers on Madame da Cunha's capability as a woman of affairs. Frequent references to her are to be found elsewhere in the Kenmare manuscripts, from which we know that she lived for many years after the date of the last letter of hers in this collection, for she is shown by accounts preserved to have been in receipt of the money due to her from the estate at least as late as 1742, and from a letter written by her great-nephew (the 4th Viscount) in 1743, it is clear that she was still living at that time. The cessation of her letters to Valentine was due to the fact that at the end of 1729 he went to London and before he took a house of his own in Grosvenor Square paid her a long visit at the same house (in Conduit Street) in which his son Thomas stayed twelve years later.

There seems to be no doubt that her relatives were fond of her and that people of all kinds with whom she had dealings respected both her acumen and her character. Not the least

of the tributes to the latter is the reference made by the preacher of the panegyric on Thomas, 4th Viscount Kenmare, to her part in his upbringing as a Catholic in spite of all the powerful influences of Protestantism in Penal times, a tribute paid to her not in her lifetime but more than a generation after her death (*v. p.* 446).

To print the whole series of letters would require a great deal more space than is available for this report, since they contain at least 100,000 words. Also, as is usual in private letters, often written hurriedly and certainly without a notion of posthumous publication, they are frequently rambling and redundant and contain much matter which is of no historical or genealogical value, besides a good deal of English rather than Irish interest. For these reasons I have contented myself with giving a number of typical extracts from them covering the main range of subjects dealt with, a general idea of which has already been indicated in this introductory note. It will be understood, therefore, that in this series no attempt has been made to record the names of every Irish person mentioned. Few of Mme. da Cunha's letters are without half a page, or at the very least a closely written postscript, referring to relatives, connexions or dependants of the Browne family. (*Vide, e.g. pp.* 110, 123, 136, *infra*). To pick out all these must necessarily produce a disjointed medley which would occupy an undue amount of space; to choose a number of them and leave others would be an arbitrary proceeding without justification.

With the exception of three (14 May, 1717, 14 Jan., and 22 Feb., 1718) chosen at random to illustrate Mme. da Cunha's orthography, the spelling and punctuation of the extracts selected as examples have been modernized throughout. Her spelling, if tolerably consistent, is arbitrary. She writes, for example, "wan" for *one*, "one" doing duty for *own*. Here are a few other quaint variations from the normal: craysey (crazy), differd (deferred), easeallier (more easily), falsh (false), fardesth (farthest), engineere (engineer), lining (linen), neighter (neither), scuitiation (situation), sukses (success), swacy (saucy), vallew (value), whering (wherein), all of which she uses constantly. Some of her spellings are an indication of the current pronunciation, such as "sarvent" for *servant*, "tould" for *told*,

"pritty" for *pretty*, "frize" for *frieze*.^{*} As a rule she terminates her letters with some words like "adiew, I am ever yours." On the few occasions she signs her name her signature shows four variants: D'Cunha, Cather. D'Cunha, Cather Da Cunha, Kat. D'Cunha. The handwriting is good and usually quite legible, though some of the letters are torn or otherwise damaged. Except where another address is indicated the letters from which quotations are made below were written from London.

* * *

Ingateston[e], 14 Dec. [1716].

I received your letter of the 27th of last month, my dearest master, whilst I was at my Lord Waldegrave's, which was the occasion I did not answer it sooner, for during the whole time I was there, which was from Monday to Monday, I had not a moment's time: for as soon as breakfast was over a pool of "bagamon" was begun, and I was one of the five that played, which party lasted till dinner. And after dinner I played at penny ombre with the two ladies till supper, which was between nine and ten, and after we went to bed, so you see I had no spare time . . . They almost quarrelled with me for leaving them so soon, and had not the coach of this family come for me I believe I should not have got from thence in haste. Your health was drank every day . . . Yet I can't but say that I am very glad to find myself here though "tas" [it has] much the ways of a convent, yet it's what is very agreeable to me at present . . . By all hands I'm assured Don Luis comes over with the King, who is expected here some time in the holidays and Don Luis is now returned from Hanover and is at the Hague and I'm told his things are packed up in order to come, so in a little time that matter must be decided . . .

Addressed to the Sheafe and Anchor, Thomas Street, Dublin.

14 May [1717].

"I received your letter, my dearest child, of the first of this month last night . . . I writte to you the first day of my

^{*} Still, of course, so pronounced in Ireland. The O.E.D. gives it the same sound as "freeze," but George Meredith (whose mother was Irish) in a poem called "Seed Time" rhymes it with "dyes." Cf. p. 266.

haveing seen the Princesse w^{ch} was Saturday sevensnight, sence than Ive been three times at Court & alwayes the Princesse has treated me with a more than ordinary distincttion ; in short to soe great a degree that its a shame to repeat al the kind & oblidging things she sayes to me, & where she my mother she cou'd not doe more, & indeed she has charmed me to such a degree that I cant expresse the obligations Ive to her. I know Mrs. Weldon has given you an account of my haveing been at the Drawing rome wher I was presented to the King and Prince. The first did me the honnour to aske me several questions. In fine Ive had more honnour done me than you can imagine and indeed I belive never any body in such a scurvey affaire came of with more honnour nor more applause or ever found more frends. Al England has been to see me & most of al the publick minesters. My L^a & Lady Grantham has taken al the care imagineable to have me take the rank of a Countesse . . . the next time I goe to the drawing rome Ime to goe with the Duches Dowager of Grafton & in a word Im oblidged to the wholle towne for every body is of my side tho I dont one Don Louis & I are fallen out In [a previous letter] I gave you an account of the threats against Mr. Weldon & I am stil of oppinion if its possible he shūd not come over for fear of danger, for you may depend upont they will plague him to death & by that they may involve you . . . Ime very sorry you were rob'd, but its wel its noe worse . . ."

Addressed to Mrs. Shehe's House, on the Inns, in Dublin.

Saturday, [19 Oct., 1717].

. . . the load I lie under . . . it were to be wished for both our goods and whilst we are to be separated that we could entirely forget one another for else its impossible not to be unhappy. You know my heart and therefore I'll say no more on this subject, for its too sensible to dwell long on. I'll endeavour to obey your commands and in order to it I havn't been at home but to sleep since you went from hence. *Follows a brief account of parties and late nights.* On Monday, thank God, I go out of town and yet I believe when I am in the country I shall be ready to hang myself but it would be much worse were I to stay here. In short everything is "teazing" when the

heart is over loaden as mine is at present . . . Be sure you go to Holyhead for the weather seems to be very unsettled . . .

You may give me what name you please but I think till the time is expired its as well as tis.

Addressed to Chester.

Ingatestone, 26 Oct. [1717].

. . . I like being here so well that I believe I shall make a longer stay than I at first designed. Their hours are a little odd to me but in a little time I shall bring myself to 'em. They rise very early, as indeed I do considering what a lazy person I am, for I'm in the tribune a little before nine, which is the hour the last mass is said. After prayers we all eat our breakfasts together and at eleven oclock we separate. At one oclock we go to dinner and sup at seven. As to the supping part I'm not yet come to it, for I generally sup at ten in my own chamber. All the family retires at nine oclock and are abed by ten. Im only the watch for I keep to my old way of going to bed late and reading in bed. In short no convent can be more regular than this house . . . I like this way very much . . . had I been forced to stay there [London] . . . my heart would have been broke, for it was insupportable to me, though all my friends there are so kind that they never let me stay at home.

Addressed to Shehe's, Dublin.

Ingatestone, 30 Nov. [1717].

Addresses him my dear Mr. Browne (her usual mode of address is "my dear dearest master" or "my dearest child"). [This letter is, however, as affectionate as the others].

I find the government of Ireland have a mind that the murder of Harry Latterel (*sic*) should be thought a plot of the Papists . . . but I'm very glad theres no Bill this sessions against the Growth of Popery . . .

The chief charm of this place is their extreme good example and piety . . . though supping at seven o'clock makes the nights so very long that its almost insupportable ; but whilst my heart is as it is nothing can be pleasing to me . . .

Addressed c/o [William] Weldon, Abbey Street, Dublin.

Ingatestone, 14 Dec. [1717].

As to the match that's now in hand I've but one obstacle, for birth, age and fortune are extremely suitable, besides an education that's very convenient for your circumstances at present ; but the difference of opinion is a most terrible and dangerous article. I'm sure I need not lay the dangerous consequences that attend it before you [*she does so in another letter : 12 May, 1719, q.v.*] because I dont doubt but you have weighed it well ; but should any misfortune happen [to you] before your children are at age how dreadful would that be and [what a] load would be upon you in the meantime with the mere appre[hensi]on of what might happen. As to her being young and might be brought [to] your opinion that is but a maybe and its always running a very great risk, and to one of your temper I cant but foresee it would make you very unhappy should she continue steadfast in her religion . . . Its true your circumstances are such that to get ready money is of the greatest consequence, and besides I believe few would give so much on a Smithfield bargain as you are already offered but . . . every day your affairs will mend and . . . it's worth while to enquire into all the Acts that have been made against the Growth of Popery, for I fear you'll find very great penalties for such as change their religion and perhaps forfeiture of a part of the fortune, and whether the Catholic child of a Protestant woman can inherit whilst a Catholic . . . If this match goes on I believe living at Dublin would be most for your interest for at this time of day to undertake building would be very expensive and needless and a little house either at Killarney or in any other part of that country cant serve your turn if you have a wife ; besides, what with her near relations and your own, your house will be a downright fair, which by living in Dublin you'll avoid and I reckon your affairs in the country wont require your presence above two or three months in a year. If so, if your lady chooses to go with you, I dare say her aunt, Lady Margaret Crosby, will be very glad of your company for that time . . .

I had a late letter from your father. He and your sisters are well. Fanny has been in a French monastery these two months and is a great proficient in that language. My brother continues his good resolution against the bottle and Canon

Everard writes very comfortable letters about his thorough reformation as well as to his soul as his body and I trust in God he'll persevere. He is mighty impatient to have his debts paid and the Canon writes he believes if that were once done that he would be entirely easy. I writ to him by this day's post and assured him you would as soon as 'twas in your power remit him money. I told him of the match and said you had writ more fully to him on the subject and that without his consent and approbation you would not proceed [in the] matter. Lord Montague, Lord Waldegrave and old Browne, who is at Lord Waldegrave's, dine here this day. The Colonel is as he used to be snarling at the whole world for affairs are not managed according to his notions but however he hopes well. He told me something about the house of Rosse which I cant comprehend for he says there's an Irish Act of Parliament that makes it a garrison for ever. He says Asgill did all that lay in him to stop it and has laid out a good deal of money in endeavouring to oppose it in Council but that my Lord Coningsby carried it against him. I wonder if so you did not [endeavour] to stop that act in Ireland or that you did not let your friends here [] that we might have tried if anything could have been done. [I sup]pose the misunderstandings at Court are no novelty to you. The P[rin]ce and Princess and all their family were turned out of St. James at 6 o'clock last night and had but two hours' warning . . . let me know whether a Berling [berlin] is proper for the roads of Ireland for if it is I believe I may get that that belonged [to] the Envoy of Modena, who is dead, very reasonable. It's a very handsome [torn] and has not been worn a year. Twas made at Paris . . . You must have a coach, especially if you marry, and here is one [torn] that belongs to this family that's handsome and that was used but a fortnight and to be sure will be cheaper than buying a new one, so I expect your orders in that as well as in everything else . . .

Addressed to Mrs. Weldon's.

Ingatestone, 22 Jan. [1714].

. . . If you think of an English wife with a good fortune you must resolve to come over and make love for yourself, for whilst you are at Dublin or in the County Kerry your

matrimony here will lag ; and unless the lady takes a liking for yourself an Irish settlement will never bring it about, because you know they both despise and hate us . . .

Addressed c/o Weldon's.

Ingatestone, 4 Feb. [1714].

Last Tuesday night at 11 o'clock Major General Wade, with some other officers and a detachment of five and twenty of the foot guards, invested the house of the Swedish Envoy in Charles Street. They got into the house, seized him and his secretary, broke open his " bureaux " and seized all his papers and carried them to the Secretary's office. He's kept a prisoner in his own house. The cause of this extraordinary proceeding is that the Court intercepted three letters to him from the Swedish minister at Paris in which 'twas found that the King of Sweden was to furnish for the Pretender's use men and shipping, that there was an invasion to be made some time the latter end of this month or in the next in Scotland. [torn] the Duke of Ormonde and my Lord Marr were to head them. The Court says [torn] nt there was such a design formed ; the Tories and Jacobites say th[at its a tric]k of the Court to keep a standing army afoot and to have over te[n thousa]nd Hanoverians . . . In the meantime the rest of the foreign ministers have given in memorials to represent that this is an infraction on the laws of nations and that none of them can nor will appear at Court till they receive orders from their respective Courts . . .

Addressed to Killarney.

10 Feb. [1714].

. . . I'm recommended a young man who is of very honest parents. He bleeds, shaves, makes wigs, writes and reads very well, and by what I hear of him would be very fit to be about yourself and withal might serve in the nature of a butler when you live in the County Kerry. Let me know whether you would like I should carry such an one over with me if in case I go. The footman I have at present I dont think of carrying with me and I cant well travel without a man servant.

I would fain have one that might be of use, and as I fear

I shall very often want to be bled now I'm so much troubled with the rheumatism I would willingly have one in the family could do it, for I own I've no sort of faith in the gentlemen physicians of the County Kerry . . .

Addressed as foregoing.

3 April, [1718].

The account you gave me of your equipage is a mighty satisfaction and I'm so far from thinking you extravagant that I approve on't; for in this world people are generally regarded by the show they make, and I think it absolutely necessary for your circumstances in all respects to appear in some measure like yourself, for without that people may judge your affairs to be in a worse way than they really are, which is not at all for your advantage . . .

I wont think of carrying over a cookmaid, for the consequence on't would be continual jars and wrangles and 'tis better giving oneself up to have meat ill dressed than to be plagued with impertinent women's scolding.

Addressed to Ardagh.

8 May, [1718].

The poor Queen at St. Jermans died ten days ago. There are abundance of lies about this town, as of her disowning her son at her death and of great sums of money she left. You may be sure they are all false; but its very true that all them poor people that depended on her are in a very miserable way, and they say there never was such desolation as is there. Some people fancy the Regent will at least pay the arrears that were due. I wish he may, but I doubt it.

Addressed to Ardagh.

8 July, [1718].

. . . I hear Asgill says God forbid he should arrest you, but he wont answer but Cardonell and Lilly may. For my part I cant see that the two last have any demand on you, but you cant be too much on your guard considering the sad people you have to deal with . . .

Addressed to Shehe's, Dublin.

10 Aug. [1718].

. . . Since Lady Fitzwilliams, Jones and I were robbed at the corner of the wall of the Duke of Buckingham's house coming from the Duchess of Ormond's at "Chelseay" I dont care for country jaunts ; and yet I behaved myself with a great deal of courage, though a pistol was levelled at my nose . . .

Addressed as foregoing.

24 Aug. [1718].

. . . I think twould be worth our while to inform ourselves whether Asgill has not other lands in Ireland besides what belongs to you ; and if in case you could find any then his judgement might be placed on such lands. And to the best of my memory Mortagh Griffin told me that he knew of several reversions that Asgill bought of the Trustees . . .

24 Dec., [1718].

Acknowledges 2 letters, including a "long wan with the Lattin wan enclosed for the doctor, who I suppose did anser it by the Thursday's post."

I am extremely transported to find you think yourself better . . . you cant expect to recover immediately so severe a fit of sickness . . . *Warns him to be less apprehensive about his health.*

You must strive, my dearest child, to get the better of them notions and when once your imagination is easy I dare answer for it that you'll very soon recover the rest ; and don't mind the prescriptions of every old woman as to whey, cooling herbs, gruels etc., for there is a medium in all things. I'm apt to believe that belching and wind you complain of proceeds from emptiness, and without being a physician I'll venture to tell you that you may eat "Apply Pye Tarts", roast, stewed and raw apples and "seagoe" or any other pudding that is not very heavy. In the name of God eat some boiled chicken with any other light thing for your supper and leave your gruels and slops. I know them imaginations are the usual consequences that attend distempers, that weaken and dispirit one. For God in Heaven's sake remove from thence [Rathkeale] as soon as you can and go either to Loughmore or Lyons where you

may have company and conversation that's agreeable to you for as you very rightly observe that will be of more use to you than all the drugs of an apothecary's shop. Don't live entirely by rules and not eat but just the quantity that's ordered for you and drink by measure, for upon my word that's all fiddell faddell.

Addressed to Captain Browne's house near Rathkeal.

14 Jan. [1714].

" Your last letter, my dearest master, of the last of last month I received and am transported to find that your soe much mended & I trust in God in a very littell time youl be quit wel. I spoke to Dr. German as you desired. He was very glad to hear the glisters was soe sloe in its operation because he says that the longer it staves withing you the more it wil strengthen the inward parts, which perhaps might have been weakend by the continual and strong glisters of vinager & salt that you have hitherto been forced to make use off. As to your going to stool but twice a weeke and that by the help of the electuary he dos not seeme uneasie at it, because he knows its your natural constitution to be costive, and sence your sleep is come a littel to you he thinkes a little time will quit recover you. He is not for your bleeding yet, and he want to know wheather that breaking out maynt be the itch, for as tis about your wrists that is a very suspicious place, and espissially if tis between your fingers, which pray let me know. He is not for applying any oyntment to it at present, but I belive were he shure twere the itch he wōd not be against your being rub'd with brimstone and butter, which is a soveraigne cure as wel as a safe wan for that scurvey distemper . . . Mr. Sexton is soe ful of bussiness that I very seldome see him. I hope he has given you an account of an interview between him and Asgil, and if the latter can be depended on you'll see you run no risque by your comeing over, because he promisses to give you what assureance you please that you shal be safe from him or any others he deals with, and upon the whole I find its Weldon he has a mind to be at, and whilst Asgil thinkes you are governd by him in your affaires he'l always plague you, but I really belive did he know the treu state of affaires

that he wōd very readally come into anything that were reasonable. (*Advises Sexton as mediator*). It can doe you no hurt and good might enseu, and in your case you must hold a candel to tle devil . . . The burthen of the song is that you shant for the future be guided by Mr. Weldon who he sayes has involved you in unnessescessary law suites. In fine, if you thinke its for your use Ile send to him to dine with me with Mr. Sexton & we'l try what can be done, but as you know, unless it may turn to some account to you, I dont much care for renewing my acquaintance with him, soe Ile waite your orders . . ."

Addressed as foregoing.

22 Feb. [1718].

"The sukses of the Missisipy companny in France has set al the world hear a madding & there are projects without end set a foot. Thers to be a new African company with fisherrys & the Lord knows what, & you may buy a hundered pounds stock for five an twenty pounds. Ther is certainly mony to be got by it for those on the place that wil follow it. Now if you cōd spare any smal sume as four or five hundred pounds I belive I cou'd get very good hands to manage it for you . . ."

". . . I find by Mr. Sexton that makeing a smal court to Asgil he may be brought to something for w^{ch} reason you may be shure I shūd have been very glad to have him dine with me, but as its not now tearme time I find he cant goe beyond the libertys of his prison, but whenever he can and that he behaves a littel tollerably Ile doe everything you have a mind I shūd. I desired Mr. Sexton that he wod writte by this post to Mr. Weldon to lett him know that Generall Steuart has sent the state of the case of Hospitall you sent me to his nephew Coll. Steuart that transacts for him at Dublin . . ."

10 March [1718].

I cant but think there is something in this report of the Pretender and the Duke of Ormonde attempting to come. Some of the sanguine people expect them every moment because what wind there is is for them. For my own part if there be anything in this hustle, which is a great question, I believe they cant be here so soon; but however it's cause

enough for cowardly women to defer a journey to the Bath, and though my health requires it yet I would rather suffer than be in the power of every little Justice of Peace to be insulted and used like a dog, which would perhaps be our case if we were in a country town . . .

Addressed to Weldon's.

10 May [1719].

This letter is one of the few in the series not addressed to Valentine Browne (Viscount Kenmare from May, 1720). It is from Madame da Cunha to his brother-in-law, William Weldon, the Dublin lawyer. For the most part it covers the same ground as her next letter (12 May, q.v.). One sentence, however, may be quoted:

I hear the Government and City of Dublin was extremely alarmed upon the report of the Spanish invasion, and I hear several ladies lay out of their houses. I hope dear Mrs. Weldon was not one of them cowards.

12 May, [1719].

I received yours, my dearest master, from Bruff and am very sorry you were detained so long in that country . . . I long to know what success you have met with, not only as to the commission in the Co. Limerick, but as to your other affairs in this last term at Dublin, and pray let me know how your domestic discontents are adjusted. I hope at your return you did not change your lodging because as its but to last but a little time its better bearing a little more than making a noise, and a public breach is better being avoided. In my last to you I gave you my opinion in relation to the storm that seems to threaten us here, and though perhaps there may chance to be nothing more in't than a report yet I cant help telling you that from the bottom of my soul I wish you would come over, because, if in truth the Spaniards and Pretender should attempt coming, I foresee you'll pass your time but indifferently there, and the best thing you can hope for is being imprisoned during the time any bustles lasts . . . I have consulted both reasonable Whigs and Tories on this occasion who think your being here would be preferable to being there, for we may fancy to ourselves what we please, but if there's to be a storm it's but a beginning

. . . .

Justin was here yesterday. He begged I would make his compliments to you. I dare say he would be very glad to have you for his brother-in-law, for the height of his ambition is to have his sister married in Ireland. She has been very ill of a sore throat, and as soon as she is recovered she goes with Lady Marlborough into the country for the summer. She is very well to be liked as well as to her shape as her face, and without being a beauty is more to be liked than most of the toasts. She behaves herself very discreetly and by what I hear is very good conditioned. I'm told she has six thousand pounds in money and I wish 'twere a match. The only objection I have is the difference of religion which I must own is in my opinion one of the chief things to be considered, because in a married state there are causes enough for disputes without so essential a point as that to be the cause of discord ; especially when children grow up it very often breeds great misunderstandings

Lady Faulconbridge is returned from Brussels : she gives a very good character of Jemmy Lavallin, but a very great one of his wife, who is big with child. I hope the circumstance she is in will mollify my cousin Lavallin['s] heart and be an inducement to him to forgive and be reconciled to his son and daughter. I beg you'll interpose your good offices and endeavour to make peace ; and by the character I hear of the young lady I dont doubt but by her discretion and prudence she'll make amends by her conduct for the want of a portion . . . I had a late le[tter] from your sister Ruperta . . . etc., etc.

Addressed to Weldon's, Dublin.

7 June [1719].

. . . The house I've taken is in Hanover Street, at the Green Door. It's a new end of the town since you went from hence, for from the end of Bond and Albemarle Street to Tyburn Road is now a new town and in that quarter I've taken my little house which consists of two little rooms and a dressing room "of a floor" with a little garden [not m]uch bigger than a table [] . . . I'm to pay six and forty pounds rent besides parish duties which amount to about four pounds a year . . .

Addressed to Ardagh.

22 June, [1719].

. . . I must now tell you I've got into a little house in Hanover Street, near the new square of that name, which is not half built yet, and I'm in the middle of new buildings. At present it's pretty enough, but for the winter it will be but a scurvy habitation, because its out of the way ; and the road to it being Swallow Street you know what that is, so I reckon I shall have but very few visits . . .

Addressed as foregoing.

12 Sept. [1719].

. . . Your sister Fanny landed a Sunday—I like her extremely. She seems to be a very reasonable and a very good child. She is not quite so tall as Mrs. Weldon. She is very prettily shaped. She is like you, though she is fair. She has a very pretty sound of a voice, and though she is not handsome yet altogether she is very well to be liked. She is very bashful, which is no fault in a young lady just come out of a convent. Her trunk is not come off shipboard, so dont know what equipage she is in, but I believe but in a very indifferent one. I've got fifty pounds from Mr. Arthur for her use . . . some must be laid out for a quilted petticoat, hoop shoes, stockings, stays and to furbish up the things she has, which I believe are so contrived that they must be altered before she can appear in them here . . .

Addressed as foregoing.

15 Nov. [1719].

I must own that what you say as to Mr. Weldon is very reasonable and though he might have been mistaken in his judgement I dare say he meant doing everything for the best so its more his misfortune than his fault. It's hard you must suffer but since 'tis his undertakings have proved unlucky there's nothing to be done now but make the best on't.

Later in the same letter, which is a very long one dealing inter alia with her own financial affairs, the condition of her brother (the 2nd Viscount) in Belgium, lawsuits, etc., she says :

I'm told my Lady Fingal is extremely dissatisfied with Mr. Weldon and if the matter of fact be as she says she has a great

deal of reason. I fear by his passion and violence he'll at last entirely ruin himself for all those that have any dealing with him of this side of the water complain heavily. There's one or two instances that I know to my certain knowledge . . . This affair of Lady Fingal's is the discourse of all her friends and acquaintance. I havn't heard from your sister Peggy a great while . . . I am very glad you like Fanny so well . . .

Our town is now very full but I can give you no account neither of chitchat nor "devertions." The politicians now talk of nothing but war with Spain and I reckon our poor consul "wil be forced to waulke of the premisses." The Pretender's having or not having his grouse is still a mystery, but I was told the Emperor's minister, who dined with the "Acillian" envoy "a theusday" last, said publicly at table that at the instances of the Pope's Nuncio and Prince James Sobeiskie, and upon its being made plain to the Emperor that the Pretender was married, that the Emperor set the young lady at liberty. If so to be sure she is now actually with her husband . . .

Addressed to Weldon's.

10 Jan. [1744].

. . . The poor King of Sweden deserved a better fate: its now no longer doubted he's dead. As to the King of Spain he never was so ill as was reported, and he is now better. The Pretender's friends are a little down at the mouth, but they are not out of heart and hope by the Duke of Ormond's being in Spain that some turn or other will happen to their advantage . . .

Addressed as foregoing.

9 May [1720].

I desire you'll let me know who 'tis you have about yourself, or who you propose to have in the nature of a valet de chambre. I recommend one to you who is by name Mr. Allen, who lived with old Lord Limerick. He now is with Lord Leitchfield, who is very fond of him and who does not think of parting with him, but as soon as Allen heard of your father's death he came and offered his service. (*Qualifications.*) Such a servant is a treasure. I desire you wont speak of this, because if you wont

have him he wont leave where he is, and perhaps had his Lord known he designed it he would not easily forgive him, as you know one would not for the world do the poor man any hurt, especially since it's downright affection for you that moved him to this, for he cant have a better place any where than where he is.

Addressed to Anne Coffee House, Dublin.

30 June, [1720].

I'll send to Mr. Sexton and as soon as he puts your memorial in its right form I'll solicit it with the Duke of Grafton to whom I am so well known that I fancy I sha'nt want to make interest with "Horatiu Walpoole" or any other underling . . . I believe the Duke will do all in his power since what we demand is so just and reasonable.

Thom Butler designs to go to Ireland as soon as he is able to travel. Yesterday for the first time he spoke to me about your match with his daughter and he told me you had proposed it . . . he said he was willing to give what in reason could be expected from a man of his fortune . . . but . . . after all this discourse . . . he "hum'd and haw'd" . . . If you are in love I've nothing more to say but if you propose it a match of interest you may certainly do much better . . . Since my last to you I've heard of a match that I believe would not be to your disadvantage and that is Lt. General Sutton's daughter. The mother is of a great Flanders family. (*Flattering description of the young lady's person and accomplishments; important and aristocratic relatives on father's side named.*) Her father will give her ten thousand pounds down at least and perhaps he may give fifteen. He . . . knows you owe above twenty thousand pounds but does not seem to stick at that . . . I think its worth while to consider whether this fortune and relations may not be of greater use to you and more protection in case of being attacked than any you can get in that country [Ireland]. I should not forget to let you know that that this young lady has a prospect of having an estate in Flanders, for her mother has two old sisters in that country who are maids and as they were co-heiresses in all likelihood they'll leave their fortunes to their Papist niece,

who was bred up amongst them. The father is a Tory and most of the rest of the family are Whigs. The uncle and father are vastly rich and the latter has cleared out of the South Sea and other stocks above two hundred thousand pounds . . .

Addressed to Killarney.

6 Aug. [1720].

Last week I sent you enclosed the Duke of Grafton's letter to the Lords Justices to have a licence to wear arms . . . Mr. Sexton has not yet [given me] the state of the case about Rosse which I am sorry for because I would willingly make some steps in't before his Grace goes out of town, but however I hope you dont design to build till you know whether you are to have it or not, though your father-in-law that's to be has a great mind you should, but I fancy and hope you are too wise to be governed by him in that respect or indeed in most others for I dont take him to be a Cato . . .

I am extremely concerned for poor Fanny . . . If you like she should come over, with all my heart, but I think her being here [*torn*] more expose her, for as I am very much at home and al[] party or two of ombre she cant be here incognito, not [but what] I would quite alter my way of living so I could be of any use to her . . . In the condition she is in she must not be entrusted with any body that we hant a confidence in. If she has the misfortune to continue in the way she is a convent is certainly the only proper place for her, for if it's known it will without doubt bring an imputation on the family, which is what we must endeavour to avoid if possible. I'll certainly write to her, though I fear it will be to no purpose, for if I be not mistaken in her she is of such a reserved temper that she wont let me into her secrets ; and besides I believe she does not care for me, because I fear she took it ill that she did not continue with me . . . She seemed to think her being here no inconvenience to me . . . Poor thing, I pity her of all things, for she must suffer a vast deal by them groundless scruples, which is certainly a distemper, and a cruel one, and till her imagination is cured she'll never be well . . .

Addressed as foregoing.

8 Oct. [1720].

What you told me in your last letter relating to Fanny and Ned Herbert's son is all stuff, for no promise or contract made at that age can be binding, and I cant fancy she can have so little sense as to be affected by it, for there can be no scruple of conscience that way ; but should she pretend it it would be a sure sign to me she liked him, and that she made use of her scruples to bring you and the rest of her friends to consent to that scurvy match, which I fancy you'll never be brought to think of. But in the meantime it's a most ridiculous notion, and he must be an arrant coxcomb to make such a challenge, but I'm apt to believe when he and his family are convinced she has no fortune and that she depends wholly upon you to give her what you please that they wont be so fond on't. But however I beg you wont quarrel with scoundrels about it for they are not worth your while, and if you can marry Fanny to your liking, its the best way of putting this affair out of all dispute. (*Various matchmaking suggestions for himself*).

I've seen Allen and have made a bargain with him . . . You are to give him £16 a year wages and in case you should not like him you are to bear his charges back to London. He has £20 a year where he now is . . . He accepted what I proposed with all the cheerfulness imaginable. He is to take immediate care of your person, to write for you, to keep your accounts, take care of your stables, and servants and house when you have one . . .

He has given his Lord warning and his pretence for leaving of him is that he has a[ffairs] in Ireland that require his going over.

You see by the public news the weak way the stocks are [*torn*] at present. When the Parliament sits, which will be soon, it's hoped there will be ways and means found to give them new life, and as Ministry, Lords and Commons are all deeply dipped it's believed they unanimously will leave no stone unturned to put them on a good foundation. It's not thought they can ever bring them up to what they have been, but nobody doubts but that the stock will come to five hundred if not six, and now is a very good time to buy. I'm sure had I money I would, and I wish you were able to put in some for yourself, for you cant lose and may in all likelihood be a

very great gainer ; but there's no time to be lost because the nearer to the sitting of Parliament the higher the stocks will be. By the fall of the stocks I've been disappointed in the selling of my subscription, which disenables me from sending for your lining [linen] into Holland . . .

Addressed to Loughmore.

20 Oct. [1720].

Your letter of the tenth of this month from Kilcash, my dear Lord, I received two days ago and was a little surpris'd to find you had adjusted the affair of your match in so short a time and I own I was both glad and sorry—glad you had found a young lady so much to your liking and where there is so great a prospect of happiness in all respects, but only sorry because by your marrying I'm frustrated of the satisfaction and comfort I propos'd to myself in having the comfort of seeing you sooner than I can now hope for, which is a disappointment to me, but since you have fix'd your inclinations there I would not for the world not have you please yourself and the choice you have made is so agreeable to you and so much to be liked that for my opinion all those that have a concern for you have great reason to congratulate with you, which I am sure I do very sincerely and heartily wish you the blessings of Abraham, Isaac and Jacob and hope you'll fulfil the old saying that blessed is the wooing that's short a doing, and that you may be happy in all respects which I trust in Almighty God will be your fate. As to the fortune you are to have, if you are content I know nobody has reason to be other ways and as to my own particular I think since you like her had she not a groat you were much in the right to please yourself, for thank God your circumstances are now so good that you may dispense with a great fortune, and so you are happy *passe pour le reste*, for money though a good ingredient yet it should not be the chief motive in the choice of a wife, for very many things are wanted to make a right compound and which I trust in God you have found in your match. As to my going immediately into Ireland I am very sorry I can't obey your commands that way for without affectation I'm grown too crazy to undertake such a journey in this season and have been so much out of order lately that I've kept home

near a month, besides I've a little business here which makes it impossible for me to think of stirring at present, and what's more is that the money I want to pay my debts and put me in the equipage I would wish to appear in as I could wish at your wedding is more than I am sure you could well spare at this time when you will want so much for your own occasions. Towards next spring, I mean about April or May, much may be done if you then care for my company but I fear you'll be taken up too much with a wife to desire to be encumbered with an old troublesome aunt who can be of no other use than being a trouble and a load, for I'm past all the diversions you young people are fond of and I've got into an old humdrum way and am in short fit for nothing but to sit by the fireside and I'm confident you'd soon be tired of me besides I can't comprehend what you'd do with me for as to living at Dublin I can't bear the thought on't and as hitherto you have no house in the country what must I do, for though I should prefer your company to any other if I'm not to be with you what use is my being in that country, for its past the time of day with me to like being in a continual progress of a month or six weeks stay at each relation's house or visiting of neighbours, which I reckon will be a great part of your life. Perhaps for some time you may continue at Kilcash, which all things considered I think would not be much amiss, and to be sincere I am so much used now to my own dunghill that I know I can't bear being constrained, so unless I am in your house, which I should look upon as my own, no other habitation would be agreeable to me. I've all the regard and esteem for my friends there imaginable but their way of living and mine are so very different that I am entirely convinced I should be a plague instead of a satisfaction to any body besides yourself who have so much goodness for me that I flatter myself you would overlook all the moroseness of my temper; and even you who have been used to my ways would find an extreme difference now to what I have been, for indeed I am very unfit for human society for I've not a bit of complaisance left. As to the commissions you mention I must tell you brilliant diamonds are now very dear and as I suppose you would have what's tolerable you can't buy a necklace and earrings of brilliants that's fit for your wife to wear less than six hundred pounds; for now the

small strings are out of fashion and the earrings are not with three drops as formerly but one large stone, and a set of buckles and tags will cost above three score pounds besides the buckle for the girdle which will come to near that money : that's to say if you'll have them of brilliants. The gold equipage worn by the side, if you'll have it a full one, will cost between fifty and three score pounds, for they reckon as much for the fashion as the weight of the gold, so those with shagreen, lined and studded with gold, if they are neatly made will cost within a very little as much as the other. I ha'n't seen any lately that have brilliant cyphers nor any gold snuff boxes with diamonds : they now affect having of them finely wrought which costs a great deal and few of the new ones have either arms or coronets graved on them but some fable or flowers or odd sort of work on them. The watch bespoke for you will do very well when there's a gold chain and hook but the watches are now made so little that I fear there will hardly be room for a cypher and coronet on the case but if you'll have it so I'll endeavour to have it done. As to what you mention about clothes for her you must not think on't until she is your wife for it would I should think be a very great affront on her parents to offer at it and it's never done but where a family is not able, which I'm sure is not their case, besides your mourning is so deep that neither of you should have any coloured clothes except white silver or grey, unless your night gown and her undress as night gowns and petticoats. If you marry soon, as I believe you will, coloured clothes wont be proper. You may have a scarlet surtout but for your wedding you should have either white or grey trimmed or laced with silver, especially since it is to be a private wedding and in the country. You may have a black velvet coat, for now your six months are out you may wear, and so may your lady who should have white satin embroidered if they will with silver or all silver tissue, white damask and everything of that kind that's proper for second mourning ; and as your mourning wont be expired till May should you, or were it proper for you, to present her with clothes I think it would be quite wrong to buy at present any of the rich stuffs which are never worn in summer or at least very seldom, for by next winter they will be out of fashion or tarnished ; so in the name of God save

that expense and when you do give her them things let it be at a time when the world will see it's you and not her family that supplies her, for at present it's not your business and if she is not equipped as she should be the shame will be theirs not yours. As to lace and linen edgings and all other things of that sort they should have them as fine as can be got and in a great quantity, because as they can't lay out a vast deal in coloured clothes because of the mourning they should make it up in another way, but be it how it will till she is your wife you are not to interfere as to her dress, and so don't let my cousin Power impose on you who though she is a very good woman yet believe me she knows very little of the matter. It may perhaps be the fashion in France, but in this I never heard on't only where there was neither portion nor the family married into able to be at any expense which is not in this case. In my former letters to you I gave you an account that I had not sent into Holland for your linen because I could not compass the sending a bill which has not been in my power for there's not a farthing to be got, and had I it now I fear it would be too late to send it to my friend who was to buy for me there, because she is to return with the King who is expected very soon, so they must be bought here, so I desire you'll be pleased to give me your orders and what quantity you'll have. If you could conveniently send me money you would have them better, for without it I must buy them where I have credit and by that means I can't have so much choice and must be forced to pay dearer than if I had the money to pay down, and for the rest of the[y] things you mention without money I can't get them. Your flutes and watch has been ready a good while but I could not command the money requisite to pay for them, for now even them you have dealt with a great while will hardly give you credit, for the diffidence and mistrust is so great and so many great people under such difficulties that nobody knows who is who or who is responsible or who is not : in short the confusion here is so great that unless the sitting of the Parliament can redress them I don't know what will become of this nation and in the meantime all necessaries for human life is grown so dear there's no living. I forgot to tell you that a diamond ring to have it tolerable will cost near a hundred pounds and as pearls are grown dear a middling necklace

will cost above two hundred if not more. In my last letter I gave you an account I had hired Mr. Allen who I'll write to this week in order he may leave that service, and I'll enquire for a gardener which I'll endeavour shall go over with Allen. As to a laundress I'm apt to believe you may get those at Dublin for the devil of the women you send from hence is that they grow so saucy there's no bearing of them, especially if they hant a lady they are used to keep them in some awe, and indeed they seldom turn to account; but if you still will have one I'll try to get you the best I can. But as I believe you are in haste pray let me have your orders as soon as you can, for what you require will take up some time and till you name in particular what 'tis you'll have I can't venture at bespeaking anything until you send me an exact list of what 'tis you'll have and the sum of money you are willing to lay out, that we may cut our coat according to our cloth; but in my poor opinion I think considering how the world goes I would moderate my expense at present and if you have a mind to make a show let it be when your mourning is out. Between this and that time you'll look about you and soft and fair goes far, and perhaps it won't be so convenient to set ourselves on so great a foot at first, because then it will be thought odd if you don't continue so to the end of the chapter and forgive me who have more experience than you if I tell you that several young couple in the beginning launch out beyond what is necessary and which they in time wish they had not done, and making of presents often is more engaging than giving all at first, but you are master so I am ready to obey. As to the plate I've enquired about it and I don't doubt but by the fall of the South Sea I may find several services, but I must have the money at command for during the time I write to you I may miss the bargain; therefore I think if you can conveniently do it you should lodge a sum of money in some banker's hands that I may have what I want for your use and I give you my word and honour I won't touch a farthing on't for mine, so you may trust me that way, but it's absolutely necessary if you will have things bought here to have money always ready. My Lady Gascoigne who is now actua[lly] here and has writ to her brother by this post, says that she is sure he will give you horses on his word but yet I don't know at what price, but

he won't run the risk of the journey into Ireland: therefore if you or Sir Maurice Crosby has a groom you can depend upon you must send him to Whitehaven which is within a mile of Mr. Curnin's house and there are daily ships that go from that port to Dublin and the passage is frequently made in less than twenty-four hours and that's a much better and cheaper way both for you and the horses than to make them go to Holyhead by land. I believe about Christmas is the best time to send for them, because that season in frosty weather is less liable to storms and they will be long enough in the country to be used to the course. I suppose by your sending for a gardener you design to lay out your gardens and I long to know where abouts 'tis you design to make your plantations. By what I remember of the situation of the land about the lough I think there's a piece of ground towards the weir beyond the place where there was formerly a place where there was a ducking stool behind Killarney: that I think would be a charming spot to build and improve upon, for it's a hanging ground and your gardens might go in descent to the lough and have all the prospects of the water, island and mountains which would be a mighty fine place. Pray let me hear soon and very often from you. I am my dear dearest child ever yours to command. My compliments to everybody you think convenient to and pray let me know what Fanny designs doing. I mistook as to Mr. Curnin's for you must send your groom to Workin[g]ton which is Mr. Curnin's town and there's as much trade there from Dublin as at Whitehaven.

Addressed to Weldon's.

25 Oct., [1720].

I writ to you last Thursday a very long letter and in which I hope I did not omit giving you a full answer as to all your commissions. I've enquired about a gardener for you, and am in hopes to get you one to your satisfaction, but am told there is one Browne who has been for several years employed by most of the people of quality of Ireland, who has a greater genius for "lyeing" [laying] out new ground than any body of this time, and I find my brother Aylmer thinks you cant have a better contriver, and he you'll hire here may execute what you and Browne resolve upon . . .

Addressed as foregoing.

18 April [1721].

My cousin Thom Butler did me the favour to call upon me. He came to town a Sunday night and says he was very much tired with his journey, but he went yesterday to the bagnio and this day he is very well . . . He confirmed to me the satisfactory news of your Lady's being breeding which is no small pleasure [to me] and I sincerely make you my compliments upon this occasion, and hope in God she will go through it well and hope she is in no sort of danger of the smallpox, which has been very fatal this year here, but now the fine weather comes on . . .

I had a letter very lately from your sister Fanny . . . in which she says she's fully determined to embrace a religious life and would willingly settle in Ireland; that hitherto you ha'n't agreed to the latter part, but hopes you'll be brought to consent to it by the [interven]tion of some friends, without naming who. I'm afr[aid *torn* w]" an of her spleenatick fits or else shure she wōd no "[t think] of taking the habit there, where those of that profession are so liable to insults and persecution and in so much dan[ger of] being dispersed every day. I fear her vocation is not so [as one] could wish by her having a mind to continue [.]n, for I should think when once a resolution is taken of quitting the world it's equal where one settles, and the choice of a place where they run no risk would be preferable to one where there is such imminent danger . . .

Lady Fitzwilliams began her journey this morning towards Ireland and by her I sent your Lady's watch with the account of what it cost . . . As to the equipage that has been so long bespoke it's not yet done for want of money as I told you before, which I am extremely sorry for . . . Your flutes * [put up in a little wooden box, tied with pack thread and sealed], books with some of the new operas and your Spanish dog are to go by long sea by one Capt. Quan, who is a tenant's son of my cousin Butler's, who will take care to deliver them safe at Waterford, which is the nearest place to you.

I was apprehen[sive Squire N]oble's letter relating to Allen

* Later in this letter she mentions the price paid for the flutes, viz. 25 guineas, the cain flute being regarded as the finest procurable in London. She paid £72 . 4 . 0 for "the watch chaine hooke and swivels."

would discover our plot and as [I fea]red so it happened for it came to Lord Leitchfeild's and his Lady's ears, who were in a great passion with Allen and said he w[]d to you and his Lord said he would write to you not to []* Lady said she would come to me . . .

Addressed to Kilcash. Portions of this letter are torn away.

7 May [1723].

Some day last week that business [the proof of her marriage, insisted on by Asgill].was done in ample manner in the Court of Chancery ; and after Mr. Asgill had withdrawn his objections and done some other things in Court he did me the honour to dine with me. We drank your health, and are at present extreme great friends, but you are the reigning favourite, for he designs to make you his heir . . . As to your friend Mr. Meredith, I see him very often and he appears to be a good-natured honest man ; and at your request I've done all that lay in my power to be of use to him in his pretensions to Lord Orrery . . . Our cousin Browne, that is married to Col. Wogan's daughter, is now here . . . and withal has a request to beg of you, which is that you'll write a letter to General Browne in order to recommend one of his sons . . . to have him put into the Emperor's troops.

Addressed to Killarney.

[17 Sept., 1723].

. . . Now I must tell you that here [at Lord Arran's] this year we have eat the best peaches, "apricocks," and figs that grow upon standards that you can imagine. I don't tell you they'll bear every year, but the years they take they are better than those against the wall, and as you have a great deal of spare ground were I in your place I would try the experiment . . . You hant told me whether you wanted more beech mast, but for fear you should Lord Ashburnham has promised me

* Apparently they had to forego their claims on Allen at least till the storm was "allayed." Mme. Da Cunha was extremely mortified at this accident which she ascribes to delay in receiving money to send Allen over and to Squire Noble's being so very knowing. She dislikes being suspected of an underhand trick. She considers it very improper, also, that Lord Kenmare should become involved in any disagreement with a man of quality.

some, as also some ash keys. I desire you'll let me know what are the supporters of your arms, for there is a second edition coming out of the Irish Peerage* and as you are to be put in I should be glad to know that and whatever else you know relating to your family . . .

Addressed to Killarney, to be left at the post of Mallow. §

8 Oct. [1723].

Last night, my dear dearest Lord, I received yours with the disagreeable news of poor Fanny's madness, which as you may imagine is no small trouble to me and I wish she may not have reason to repeat her rashness and that too soon, and cant blame you for the resentment you seem to express, for indeed she but too much deserves the indignation of her family; but what I apprehend is that considering what a poor sort of people she has "trowne" herself in, that after your having declared you would never consent to that marriage and that you would never give her a groat that them people would not have taken her on that foot if they did not hope by some means or other to compel you to give her some provision, and whether they may not pretend if she becomes of their religion to a part of your mother's estate. All these are only my own notions and they proceed from the opinion I have of the Herberts, and therefore I fear some consequences may attend this unlucky match and in that case one would make the best of a bad market and not show so much resentment . . . if there is anything to be apprehended from this scurvy match it would be "pollitick to hold a candle to the divell."

I hant yet got the beech mast and hornbeam but . . . have employed a gentleman to enquire for the French or feathered elms . . . as to the scarlet acorns or evergreen oak they are very scarce here. I'm told the best place to have them from is from Leghorn. If so I fancy the merchants at Cork who have a trade there may easilier procure them, for you than I can; if not, if you'll let me know I'll endeavour to get some Italian here to write for some. I've seen Julian Kearny. The account

* A work entitled *Peerage of Ireland*, by Aaron Crossby, was published in Dublin in 1725. Nevertheless this letter seems to belong to the year 1723.

§ In the years 1723 and 1724 letters for Killarney were so addressed. Before and after that the post office through which they were sent was Tralee.

she gave me of your Lady was a very great satisfaction to me, and by what she says of her I judge she is not only good-natured and affable [but also] must have a good deal of wit, and its a great pleasure to me to hear she has gained the affection of all the country already. I fear poor Julian came of a fool's errand as to her nephew Cantillon, but she is gone to Holland to try her fortune with a nephew Mahonny that is established there from whom she expects great matters. She proposes to be at home by the fair of Killarney, which she says is the first of November, so she is a great traveller in her old age, poor creature, I pity her . . .

Addressed as foregoing.

25 Oct. [1723].

I suppose you'll have heard my Lord Kerry is created an Earl * by the name and style of Kerry. He began his journey this morning towards Ireland . . . He promised me he would see you . . .

This plot has made a great hurry in this town. The Duke of Norfolk, who was brought up from Bath prisoner, was examined this morning and after examination was sent back to his own house, where he has two soldiers a messenger and an officer of the Guards to attend him. If 'twere prudent to speak on such an affair I would, but I'm apt to believe he's in no danger though I fear we shall have a stormy sort of a winter.

Addressed to Kilcash.

22 Nov. [1723].

You'll see by the papers that Mr. Lear was tried yesterday and was found guilty and I suppose he'll soon be executed. His trial lasted from eight o'clock in the morning till four the next morning. To-morrow or Monday at farthest will be brought in the Bill for laying an additional tax of five shillings in the pound upon all nonjurors, besides the four shillings they already pay. As the Protestant nonjurors are a very small number and few or none of them able to pay any tax the burden will fall upon the Roman Catholics who for the most part are in very indifferent circumstances and by this Bill will

* The date of this creation was 17 Jan., 1722/3.

be quite ruined. They have made all the interest imaginable and all the Public Ministers for the Catholic Princes have done all that lay in their power and I fear all to no purpose.

(She fears the possibility of a similar measure for Ireland and advises Lord Kenmare to take what steps he can to meet such an eventuality.)

Addressed as foregoing.

7 Dec. [1723].

I find you are not alarmed at the severe Bill we are threatened with. I saw the heads of some of the clauses on't yesterday, and if some amendments are not made to it I dont see how it's possible for anyone of our persuasion to [? live] in Ireland. Everybody endeavours to make interest against it here in the Council, and if that should fail interest is used to get as many proxies here as they can to send into Ireland to throw it out of the House of Lords there at its return from hence, it is so severe a Bill that it makes a great many hope the Council here will amend it at least, if not reject it, and what gives me most hopes is that even the Protestants here—at least those I converse with—of Ireland are endeavouring to have it laid aside, not for our sakes but for their own, because they foresee that it will be the ruin of the nation and the landed men are very much dissatisfied with it and exclaim as much as we could wish. However, till it's over I own I shant be at ease, for I cant but apprehend some ill consequences, though perhaps not quite so violent as it's now worded . . .

I find you are against having your family in the second edition of the Peerage of Ireland and since it's what you dont care for I wont give any encouragement to the undertaker on't. who I did not solicit or seek, but the man was solicitous to have his book as full and complete as he could, and 'tis not only you but several others in the same circumstances that he proposes to add in his next. I'm sensible it's no great honour to be in the herd of a great many of the new ones, though, for hereafter it would, nor cant be of disservice to be inserted in that book. As I'm to die like a fly and leave nothing behind me it is very indifferent to me, but I must confess my notions differ a little from yours, and though I would not purchase

a place in the book so I would not be against being there when it's at the request of the compiler, notwithstanding your cousin Broderick who I thought as your cousin and one of your lawyers might have had more respect for you, but since that's the turn of most of that country I'm in some sort of amaze that you should be so fond of living amongst them. I'm extremely glad that 'tis not in the Herberts' power to do you harm and am very well pleased you are determined to patch up a sort of peace in relation to your sister Fanny's match. Poor thing, she'll have the worst on't...

Addressed to Killarney.

25 Jan. [1723].

Mr. Sexton, Duane and he [John Asgill] are to dine with me some day during this term, and we hope by good words and some bottles of wine to prevail upon him to give up the bond [i.e. Kenmare's Garrett Aylmer's and La Rose's bond in relation to the receiving of the rents]. Asgill and I are now to be very good friends and very civil compliments pass between us . . . I'll endeavour to put him in a good humour though I believe the poor creature is in a very low way as to his circumstances, but as to his looks I'm told he is in greater beauty than ever . . .

The scurvy quilt I've so often spoke of is at last finished and I'll send it by the first good hand, who perhaps may be Lord Grandisson . . . he is a very good-natured, worthy man and took true pains about the Popery Bill* . . .

23 Nov. [1724].

I hope in God poor Duggan was not in the ship the papers made mention of that was lost coming from Dublin to Chester. I am in mighty pain for him for his own sake as well as yours . . .

I hope you will [go to Dublin to make your court and solicit your business with Lord Cartaret] for without your own appearance nothing will be done. I writ not long since to Lady Cartaret and told [her] I hoped you would find favour in her Lord's sight and she would do you the honour to be one of her

* She begins this letter by referring to one she wrote the previous Tuesday, in which she gave an account of the dropping of this Bill, but it is not among those which survive.

party at ombre. [I] hear her constant game was six pence a counter and though she should have doubled it I hope it wont be too much for [you] and besides you'll not be over-matched by her play . . .

Ever since poor Fanny played the fool in marrying I always thought what she now has done * would be the consequence on't ; and if we consider how uncertain and irresolute she has ever been we cant wonder at this last weakness, which I hope Almighty God will give her the grace to repent heartily of.

I hear Lord Shelburn[e] has found a copper mine of great value on his estate, and as it's in your neighbourhood who knows but you may have the same good luck. Therefore, were I in your place, I should be very loath to part with any land that lies near it, at least till I had it examined . . .

Addressed to Killarney.

1 Dec. [1724].

I'm astonished to hear Lord Kerry was at church, for neither he nor his Lady troubled it much here, and pray tell him I'm very glad the County Kerry air has inspired him with so much piety ; but I fear it was either some young lass he wanted to ogle, or he had nothing else to do, was the cause of his devotion ; and I fear I don't judge rashly when I believe were I there to play at backgammon he would have laid aside his devotion . . . Mr. Jones is highly transported with the thoughts of your frieze for which he gives you a million thanks with his humble service ; and 'twas kindly done of you to think on't for the poor old man wants to be kept warm and I hope you'll be so good as to send me some salmon and dilisk against Lent. . . .

Addressed to Killarney (via Cork & Tralee).

18 Jan., 1724.

I hope we shall meet with good success in [your business in Parliament]. Our cousin Lord Delaware carries in your petition this day to his House. I choose him for this purpose because he is a Whig and besides being very well heard when he makes a motion he is a man that understands parliamentary affairs extremely well, and as he undertook it with a mighty good grace

* Frances Herbert formally conformed 6 Sept., 1724.

I believe it could not be put in a better hand. I'm told you must have trustees named if this bill passes . . . I was thinking of Lord Arran and Lord Delaware, but till we hear from you if time does not press we shant name any.

I've seen your little Doctor Sullivane you have recommended to me and do not in the world know how to serve him, for I believe he is too raw a practitioner to have patients, if I could get him any, which I'm sure I cant. He is a very "quire" [queer] sort of a figure, but I approve of him because, though he has a modest assurance, he seems to be humble and is willing to do anything, and in order to qualify him to be of some use to you hereafter I will endeavour to put him to some apothecary [*paper torn away here*] himself as to drugs, etc., and learn some [] practical part, which he seems much to want at present. But how he'll be subsisted is what I cant tell for he seems to be very poor . . .

I want entre nous to know who 'twas chose you the frieze and ratine you designed as a present to Mr. Colclough and Mr. Jones that I may never employ them in any commission, for in my life did I never see such an abominable thing as is come here. Were I to clothe a poor beggar in the street it could not be worse, and the quantity is thirteen yards and a quarter so you may guess what ample coats 'twould make; and what provokes me is that Mr. Colclough has seen it and that by Duggan's folly who sent it to him before I saw it. Mr. Colclough is convinced you knew nothing of the matter, but I never was more out of countenance and if you pay more than twelve pence or fifteen pence a yard you are cheated intolerably . . . its so extreme shameful that I design it for two poor boys who are reduced to starving . . .

Addressed to Killarney.

Ingatestone, 11 July, 1725.

I am extremely sorry to find . . . that Lord Cartaret does not enter into your affair about Rosse as friendly as I hoped for,* and I think you're extremely in the right not to take so small a sum as five hundred pounds; and though the govern-

* It is clear, however, from letter dated 17 May, 1726, that Cartaret did report favourably and recommended Kenmare's case to Sir Robert Walpole.

ment should offer you a much greater I hope you have no thoughts of parting with the inheritance which, were I in your place, I would not part with though they would give me five times the value on't; and though you cant get it into your hands at present something may fall out that you may have it again. Therefore I would not sell my right though I would take rent for't; but as to the engineer I'm much his humble servant who has made so small a computation of the value and besides what still remains. By what I hear all the outhouses and conveniences belonging to the house are down, which in my humble opinion deserves some consideration, but what I think the Government should consider is the expense they have forced you to be at to make yourself a new habitation when if they would have restored you your house by reparations you might have made a shift to have lived at Rosse, and have saved a great part of the expense you have been at. As to offering money to Cluterbuck, I really dont know how to advise. I fancy he's above taking a little sum and 'tis not worth your while, for what you expect, to offer him much . . . I'm very sorry to hear you are again put to trouble about Innisfallen but I hope you'll continue to get the better of that troublesome man [] who I suppose wants to get a sum of money out of you. You are a Papist and law costs him nothing . . .

I hope you have had better weather than we have had here. I never remember such a season and actually now I'm writing by a great fire. I must not forget to tell you that my sister Purcell is quite charmed with your lady, as I am with you for being so good natured . . . Pray let me know how your sister Herbert does. I have not yet answered the parson's letter. What is become of Charles and Nany Hume . . . they hant writ to Catty these five months, which troubles her much . . . Its said Col. O Gara is married to the widow Coleman . . . I'm extremely glad to hear master and miss are so well and such fine children . . .

Addressed as foregoing.

24 Sept. [1725].

Lord Arran has had some "stem of orranges threes" this [?] year] from Genea (*sic*). They now have very tolerable heads,

and in two or three year at farthest they will be very fine. He got them at very reasonable rates. If you care for any . . . they will be left at Cork about next March or April. They cost about six or seven shillings a piece, freight and all. You see I don't forget your "emblishments" so pray let me know your orders.

Addressed to Killarney.

18 Jan., 1725[6].

[Lord Grandison] desired I would tell you that if you cared for any of the deers in Dromahna Park you had but to command for they were at your service and as many as you please, for he designs to plough up the park. He says some years ago the venison of that park was the best in Ireland but of late they are grown small, but he believes were they put to fresh grass they would recover their growth . . .

24 Dec., 1726.

You are very good in taking so much trouble about the marble, and I'm apt to believe at this time of year it's impossible to send them by land carriage to Cork. Since you say the bog deal is [in] such sad state I desire you wont be at the trouble of sending on't; but Daniel Duggan gave me so fine a description on't that that put it into my head. I'm very glad you have got so neat a workman and that your oak roots makes such pretty things. If you'd give me leave to pay the workman and that you'd give me some of your wood I should be very glad to have a chest made by him, for I should have a great vanity to let the world here see what genteel things our County Kerry produces, and that was a reason for begging the marble . . . for the lock and hinges I'd have them here, for I fear them brasses are not quite so well made there, though perhaps at Cork where they say everything is in perfection they may be had. Duggan is not yet come. I don't apprehend any danger for him at sea because we have been very free from high winds of late, but the roads are so bad that they are almost impassable and several people have been stopped half way, the snows were so great and the frost not bearing the coaches were stuck and the horses' heels cut to pieces.

We talk of war a good deal and I believe the Spanish Ambassador goes from hence next week. All the world seems to be in a ferment, but I believe all sides will be cautious how they give the first blow at least in Europe, and I'm apt to believe Admiral [Hossier's] squadron will begin it in the Indies. In the meantime the stocks fall and money is very scarce and all the dealers and trades people complain heavily . . .

Addressed to Kilcash.

21 Jan., 1727.

As to your apprehensions from Hammond and Asgill . . . by what I can find neither [Sexton or Duane] think the first can in any way trouble you. The latter you know is that sort of man that there's no depending on his word nor promises, and therefore to secure you from his attempts it's absolutely necessary to have something under his hand and seal and, as he is very needy, money is the only way to make sure of him . . . as he [Duane] thinks he will be content with a salary of £20 a year [] his life upon consideration Duane and I agreed it would be worth [] whi] lle to give him fifty pounds in hands in hopes to sweeten [] . . .

Pray consider that you are of your persuasion the richest man and just coming into the world, and therefore the most liable to be the mark that will first be aimed at. You live in a remote part of the country where it's most likely to be insulted and where you have more reasons than one to think that most of your neighbourhood, though they seem to carry fair to you, would not be sorry to pick a hole in your coat; and had you not so good a stake perhaps you might fare better. It's very easy for anybody that has a mind to plague you and [to] get people to swear what they please. Remember your being [] for white roses and a certain man that said you gave h[im a] commission for the Pretender's service. If at that time of d[ay such] things were said pray consider that now the speech rols [] uassion. What alarms we shall be daily liable to and if the [] increases perhaps you'll be laid up . . . then suppose you are sent to Tralee gaol that wont be very [] agreeable, and if they do you the honour to put you in the [] it will be at the

best prison but still a prison attended with a v[ast]
 expense besides the dismal consequence of being confined . . .
 I would not have you by any means venture to come till things
 are adjusted with Asgill . . .

Addressed to Kilcash. Much torn.

Bagshot Park, 22 Aug. [1727].

You cant imagine how kindly I take your kind invitations
 . . . and if I dont obey your summons it's more my misfortune
 than my fault, for I can assure you without compliment there's
 nothing in this world I wish more for than to have the pleasure
 of seeing you, your lady and family, and its a great joy to me
 to hear you are so happy . . . The true cause I cant yet think
 of waiting on you is this unhappy illness I have in my neck
 and head . . . You may judge what a sort of a cripple I am
 since it's near two year since I've been in a chair and never
 venture into a coach but when 'tis to come into the country
 . . . I am advised to go to Aix-la-Chapel . . . I live like a
 bird in a cage, and as I can go to Aix by water except "was"
 [=wan=one] day's journey its a great inducement to me to
 try what effect it may have; and had not Mons^r. Don Luis
 resided all last year at "Bruxels" I really believe I should have
 gone this spring. I hear he is in a very ill state of health, and
 if it's God's will he should die I think it would be prudent to
 be within reach because he has some effects which by will he
 left to me and which will he says he'll never alter, notwith-
 standing the misunderstanding between us . . .

The description you make me of your house is charming . . .
 Though I'm old I very well remember the situation of the place
 . . . I fancy if you planted some willows in the marshy ground
 toward the lough (I wont call it the bog) it would [not be]
 amiss, and a wilderness or plantation of each side [*torn*] garden
 would make it exceeding agreeable with green walks, which
 are much more easy and pleasant to [walk] on than gravel.
 The hedges of hornbeam, which is of a quick growth, would
 soon come to perfection . . .

Addressed to Killarney.

17 Oct., 1727.

I must own, my dearest Lord, I was never more disappointed

and vexed than I was yesterday when I received your letter dated Michaelmas Day from Killarney, for I had flattered myself to have the satisfaction of seeing you here some time next week, and instead of that I find you are still shilly shally. I confess I dont comprehend you. Great God, can you imagine I have so little concern for you, your Lady and your family that if there were a plague here, as you seem to think, that I would not have told you so. Sure you must take me to be a mad woman, or what is worse a most horrid ill-natured creature, not to give you timely notice if there was an infectious distemper here, and believe me I have fully as much concern and love for you as any one that possesses you with them notions of danger. In short there has been a fever that has been pretty general, which for the most part turns to an ague. Some have died on't, but no so many by far as has been said . . . at the Duke of Grafton's, where there were above three score in family, there was but five servants at one time that were able to go about and yet not one died . . . I suppose you remember you writ to me to secure you lodgings, and not only in one but in three letters you said you would begin your journey the beginning of September at farthest, and as everybody believed the town would be extremely crowded those that let lodgings stood upon very stiff and high terms . . . I took as pretty a lodging as any in the neighbourhood, and at a reasonable rate as lodgings go, but then I agreed for eight months certain and by that means had them the cheaper . . . the people might have let their house for a month for above twenty guineas . . . as I flattered myself you'd be here soon after the time of the coronation, or rather about that time, they would not venture to let it for fear of any inconveniency to you . . . till they are let we must pay three guineas and a half a week . . . I had no letter from you from the 18th of August till the 20 of September, which I think was a very great distance between the two and which had such an effect on me that I fretted myself sick and gave me the gout in my stomach or something extreme like it for I was ten days . . .

(Finishes, however, on usual loving note.)

Addressed to Kilcash.

* Another letter, dated 11 Nov. [1727] indicates that these lodgings were still unlet and had to be paid for.

11-18 May, 1728.

To my great satisfaction I can tell you that next Monday Lord Arran and Lord Delaware have agreed to sign your deeds at the House of Lords and all your people of business are appointed to meet them there, so that I hope by next Tuesday's post your papers will be forwarded to you . . . am extremely sorry to hear them gentlemen Crosbys have had so cheap purchases. I did suspect by their extreme impatience that 'twas much to their advantage . . . (*complains that he buries himself in the country leading a dronish, insignificant life, and will not press his own interests with the Lord Lieutenant,* etc.*) If you will live incognito you must expect what may follow and I'll be hanged, if you had appeared, as I think you should have done, that Mr. Hedges could not have got the least advantage over you but as the old saying says: "its an il bird does not deserve whistelling" and so I think Lord Cartaret may [just]ly say I know nothing of the matter . . . you know by experience that your neighbours are no longer civil to you than whilst it's convenient to them; and for your own tenants and neighbours of your profession you have the honour of keeping a public inn for their service for you have neither conversation nor profit by the expensive way of living you are in. I believe you have a great deal of plenty but as its thrown away on a parcel of sycophants . . . they drink your health plentifully in your own liquor and upon the very first occasion they will all fly in your face . . . I beg you wont take it ill when I tell you if you live ten year more amongst them that I fear you'll be just such another man as my uncle Browne who, as I've been told, when he first settled in that country was a very pretty gentleman . . .

7 pp. Addressed to Killarney.

11 June, 1728.

Since my last to you, my dearest Lord, Mr. Moore sent me I suppose a half year's rent for your mines. The money I received is £35 . 8 . 0 . . . In my opinion if his rent is a

* In her next letter (11 June) she details the excuses she has made to Lord Carteret on his behalf.

hundred a year he makes you pay an exorbitant exchange for in the two payments he has made to me I've had but £70 and some odd shillings, English, which as I take it is about £28 difference between the English and Irish money per cent. Therefore I dont desire to take it from him and would rather, if you please, have my money returned in the old way, for such drawbacks would blow me up in a moment, for I find it hard enough to live with the exchange I pay . . .

Lord Carteret . . . sent me word he had done my Popish job, which I take to be something relating to the affair of Rosse . . .

Addressed as foregoing.

16 Sept. [1729].

I give you many thanks for the money you were so good as to pay for my use to Mr. Hume. I hant yet sent my orders to him about it because Lord Grandisson, who understands all their affairs extreme well, says that the latter end of this month or in the next exchange is at the lowest; besides he has money to return and he says he'll make it easy to me. I dont know whether to wish the match may take between one of your sisters in law and Lord Fingal, for by what I hear of him I fear whoever has him will have a very ungovernable piece of stuff. I'm told he says you had your choice and he thinks it reasonable he should have as much complaisance shewed him as you had. If this be true I do almost swear since he has taken that into his head that he wont marry upon any other terms. God send both happy if a match. We have a relation of ours here whose name is Dempsey . . . as his letter is mislaid I must tell you what it contains: in short he says my father was indebted to his father—for which he says he has the bonds, £600 in one, £300 in another. He's very sensible you are not obliged to pay him by law, but he hopes as you have the character of being a very worthy and honourable and just man that you'll be so good as to consider him . . . as the case is I fancy he'd be contented easily: I don't know if in case he would discover the forfeiture whether that could affect you . . .

Addressed to Kilcash.

4 Dec., 1729.

I direct this to your sister Weldon's not knowing where you lodge.* By what you say I fancy my letter you mentioned was opened, for I hant such a seal in the world as that you describe nor do I think any of my family have anything like it, and whoever them curious people are that have opened it much good may [it] do them. I'm only sorry I was not inspired and gave them the packet they deserve for their wrong curiosity . . . As to our kinsman, of whom by the bye I have but a poor opinion, I would not willingly deserve his resentment, but so it does not draw you into the scrap I'm very indifferent as to the rest as indeed I am whether you give anything to our cousin Dempsey or not . . . He has got rid of a sort of incumbrance by poor Nellie McCarthie's death. She died last Friday and as I hope she made her peace with God I am not sorry she is dead, for she lived in misery and want and wretched in all respects, and no sort of likelihood of her even being better either in her circumstances or manners; so upon the whole I think it's very happy for her to be out of the world and it's a great ease to me whom she used to plague with letters and imposed upon very often: and though I knew 'twas imposition, yet as she was so wretched I was fool enough to be made a tool of. In fine she was a sort of rentcharge to me, as I believe she was to Lady Mountcashell . . . It would be a great charity in you to have some prayers said for her. Lord Thomond is at Bath: when I see him I'll ask whether he wants the cain apple trees . . . I'm ashamed I hant got you the cuttings you desired of the apples for cider . . . Our town has been very sickly but thank God it's now much better . . . I've had such a hoarseness that I thought I should resemble the Duchess of Tyrconnell . . .

Addressed to Weldon's.

13 Jan. 1733.

I fear if there be any difficulty in your selling of the tithes that he [Lord Delaware] won't come into it because he will

* Another letter written in the following February is addressed to his lodgings "On Ormonde Key" and readdressed to his lodgings "in Queen's Street, facing the Blew Coat Hosspital."

follow the letter of the law and is extreme exact, which though it's a very troublesome thing to have to deal with such a straight laced man, yet I can't blame him if in reality he has good grounds to act with so much caution.

As to the appeal you are threatened with by Lilly and Cardonell . . .

Will you take it into consideration that the interest I can possibly make you is nothing at all in comparison of the number of the Peers that compose the House; besides though you give and send cases yet it's ten to one whether they will attend, and there has been instances of causes being heard when there has not been sixteen Lords in the House. Therefore it's absolutely necessary that somebody should be on the place to put the Lords in mind of the day and the hour which neither Mr. Duane, and much less Daniel Duggan, are proper for; and if you knew in what contempt the Lords for the most part have for them sort of people you would hope very little from their solicitations . . . It will be absolutely necessary you should make your appearance. Had you been an old or decrepit man or not in circumstances to come over there might be some sort of excuse for you, but as the case is . . . the Lords . . . will . . . think it strange you should be so indolent in an affair that really may be of such consequence . . .

Addressed to Weldon's.

KENMARE MANUSCRIPTS

PART II

KENMARE MANUSCRIPTS

PART II

RENTALS.

The ledgers, etc., in which this branch of the estate accounts were kept are of an elaborate nature, and all except the first (which is much damaged by damp) are in an excellent state of preservation. The earliest complete volume of these dates from 1736, but there are other detached rentroll summaries for earlier years which are printed below. None survives from the time before the estate was forfeited in 1691, but some particulars are given retrospectively in isolated cases regarding seventeenth century tenures; and in the early leases calendared at the beginning of this section a certain amount of information on this subject can also be obtained. Considerations of space forbid extensive quotation from the Rental Ledgers, but a few extracts from the headings of individual accounts are given below as examples, together with summaries, covering a space of 200 years, of the particulars relating to five holdings, taken almost at random. A very valuable picture of the estate, which even after the sale of 1728 still comprised upwards of 120,000 acres, is given in Thomas, 4th Viscount's private memorandum book: he was a most considerate and enlightened landlord—at a period, too, when Irish landlords and their agents were a by-word for harshness—and this notebook, in which he records his observations on estate management and plans for the future, is transcribed in full (p. 179 *et seq.*). His prudent management, aided by the general rise in rents which took place in the eighteenth century, resulted in an increase in the value of the estate from £3,000* to nearly £12,000 per an. within 50 years of his coming of age.

It may be remarked here that the disastrous famine of 1741 had little effect on the collection of rents for the Kenmare estate, the arrears, never at that period very great,§ being

* Several estimates of the value of the estate are given in Part IV.

§ The list given on p. 176 shews considerable arrears for 1731, but from that on, while tenants were often one gale behind, anything more serious than that was unusual. Examples are found, too, of tenants paying off arrears, due at the termination of their lease, several years later. (cf. p. 258).

approximately the same in 1742 and 1743 as in 1740. On the other hand the great famine of 1847-48 is very clearly reflected in the Rental Ledgers*; this report does not purport to deal with the nineteenth century, but a few figures to illustrate this are given at the end of this Part (p. 262).

12 Aug., 1633.

Lease from Sir Valentine Browne, of Ross, and his son Valentine (by trustees, viz., Earl of Cork and Sir Thomas Browne, of Hospital), to James Fitzgerald, of Ballymackdonnell, Co. Kerry, 3 plow lands, Irish measure, in the barony of Magunehy: viz., $\frac{1}{2}$ plowland of Killyqueballykurry, plowland of Dromduhig, $\frac{1}{2}$ plowland of Geartine (als. Lisdarragh), $\frac{1}{2}$ plowland of Aghaly, $\frac{1}{2}$ plowland of Gortnicarrigy, for 200 years at thirty shillings per annum, with a heriot at the death of every principal tenant, suit at courts baron and leet of the manor of Ross; during the term Fitzgerald and his successors, etc., to furnish one horseman and three footmen completely armed for the service of the king when required.

Signed and sealed by Jas. Fitzgerald; *Witnesses:* Cha. Connel, Donnell Leary, Teigue Moynihane (*the two latter by mark*).

Copy.

Endorsed as follows:

“ James Fitzgerald, the lessee of the lands of Killeen, etc., is supposed to take them in trust for Daniel Leary, whose son Ferdinand is supposed to bequeath the same to his son Daniel, which Daniel left to his son Darby, which Darby was married to Elinor Hussey of Cahirnane, who dying intestate the said Elinor as administratrix to her husband possessed herself of the same and sold her interest in them to Thomas Crosbie, of Ballyhige, Esqr., deceased. Said Thomas before his death sold his interest to his brother Pierce Crosbie, now living. Said Pierce some time after sold his interest in them to George Gun, of Carrigafoyle, Esqr., deceased. Said George in part consideration of a marriage portion with his daughter assigned

* At that time, of course, the great bulk of the estate was let to the occupying tenants, whereas in 1741, before the 4th Viscount had begun to direct the policy of estate management, his immediate tenants were for the most part middlemen.

28 April, 1674.

Lease by Florence McCarthy more, of Pallace, Co. Kerry, to Hugh McDermod Falvey, of Fahaugh*, Co. Kerry, for 21 years from 21 May, 1674, of 1½ plowlands of North Rosnicarten and West Fahaugh, in the barony of Magonihy, at a rent of £11 per an. for the first 7 years and £13 for the remaining 14 years, together with 'one barrel and a half of good merchantable barley malt, one fat winter hog or five shillings in lieu thereof, two fat summer sheep, one barrel of clean oats, twelve pence per pound receiver's fees together with "tirthy" [30] workmens.' Contains reference to grinding mill at Pallace and provision for first refusal to McCarthy in the event of Falvey selling his interest.

Signed and sealed by Hugh Falvey.

Witnesses: Owen Fearis, Egan McEgan, Teige [],
[? Da] Carthy, Ger: Stack.

9 Aug., 1681.

Lease from Sir Valentine Browne, of Ross Castle, Bart., to Valentine Claxtonn of Mughytragh, Co. Kerry, for the lives of his sons John, Richard and Christopher Claxtonn, 9 gneeves of Ardshanavouilly, bounded on the south by the highway from Killarney to Cork and near the street of Killarney (contiguous holdings of Patrick Kearney, David Roch, David Barrett and Stephen Galwey's house are mentioned) at £5 10s. od. per an., together with twelve pence in the pound receiver's salary. Repairs are to be maintained by Claxtonn; Claxton's able-bodied chief tenants are to give service at courts leet and baron and to be ready to appear with horses and arms for the service of the king if required.

Signed and sealed by V. Browne.

Witnesses names and various endorsements are practically illegible.

* There are two Fahas in the barony of Magunihy. The one referred to here is presumably that in the parish of Kilbonane. Ambiguities of this kind are as far as possible elucidated in the Index of Places.

22 April, 1685.

Lease for 1 year for nominal consideration [*being antecedent to sale*] from Donnogh O Callaghane, of Killguory, Co. Clare, to John Wall of Limerick, doctor of physic, 1 quarter of Lisbareen, 160 acres, all profitable, and 70 acres of Kilbiggane, bar. [Upper], Tulla, Co. Clare.

Signed and sealed by J. Wall.

Witnesses: Cha. O Callaghane, Tha. O Callaghane, Anthony Callaghane, Peetter Creagh.

1 July, 1698.

Articles of agreement for lease by Madam Honora McCarthy-more, of Pallice, to Maurice [*also spelt Morrish*] Kenedy of Tomyes, Co. Kerry, for seven years from 1 May, 1698, of the plowland of Droumhumpuir; rent: first year £5 with "one guinny in gould" at Kenedy's return from Dublin or about 1st August, next 2 years £7 per an, last 4 years £8 per an. Maurice to have liberty of plowboot, houseboot and fireboot except young saplings.

Signed and sealed by Maurice Kenedy.

Witnesses: O. Ferris, Daniell Sullevane (*mark*), Mau. Kennedy.

23 Aug., 1703.

Release by Capt. Owen Ferris, of Colliny, Co. Kerry, to Randall McCarthy More of his lease of lands of Lahard obtained from Florence McCarthy More, in consideration of £8 and the promise of another farm of equal value in Co. Kerry or Co. Cork.

Signed and sealed by O. Ferris.

Witnesses: Chas. McCarthy, Chas. McCarty (*a different hand*), Don. McCartie, Felix McSwyny.

Also on other page of same sheet

Owen Ferris's bond to perform the above. *Same witnesses.*

N.B.—*There are some later eighteenth century deeds relating to Ferris and Falvey.*

22 Jan., 1703[4].

Lease by John Asgill, of Ross Castle, to John Murrow of Limerick, innholder, for 99 years "if Nicholas Brown, com-

monly called Lord Viscount Kenmare, shall so long live" a house in Key Lane, Limerick, called "The Signe of the White Cross," being part of the manor or Hospital of Awney, at a rent of £5 per an. Right of re-entry by Asgill in the event of the premises being assigned by Murrow to any person other than his wife or children without the consent of Asgill or his wife Jane, daughter of Kenmare. Conditions re repairs, etc.

Signed and sealed by John Asgill.

Witnesses: Phillip Hine, Wm. Colostone.

Certified copia vera.

16 July, 1706.

Lease from John Asgill, of Ross Castle, to John Damer, of Tipperary town, for 61 years or the life of Nicholas Browne, Lord Kenmare, at £15 per an. of Island Drohid, 60 acres, plantation measure, profitable. To terminate on the death of said Nicholas Browne or on the satisfaction of the encumbrance to which Melchior Lavallin is entitled.

Signed and sealed by J. Asgill.

Witnesses: Tho. Connor, Mel. Lavallin, Jno. Carroll.

14 Dec., 1708.

Lease from Robert Porter to Timothy Cronin of the lands extended by him (Porter) by elegit against the estate of Sir Valentine Browne till the sum of £214 15s. 2d. be paid.

In Michaelmas Term, 1688, Porter by scire facias got a decree of the above sum.

The lands are adjacent to the town of Killarney and include mills. The period of this lease is 3 years and the rent £200 per an.

Signed by T. Cronine.

Witnesses: Fran. Mathew, Jos. Crompe.

Another document is a copy of a decree dated 3 March, 1700, to Robert Porter for a debt of £200 on Sir Valentine Browne's bond of 7 July, 1688.*

True copy, made 29 Apl., 1726.

A great number of leases subsequent to 1720 are preserved in the Kenmare Estate Office. Particulars of these are, as a rule, to be found in the Rental Ledgers.

* cf. p. 397.

Rental from May, 1705, to May, 1706 (as returned by John Asgill).

KERRY.

Tenants' names	Denominations	Rents & arrears			Recd. by Griffin		
		£	s.	d.	£	s.	d.
David Crosby ..	Kilmore	22	1	0			
[? Mabell] McCarthy	Ballinvoir	12	12	0			
E. Herbert	Ardglas	30	0	0	5	0	0
[..] Carry	Gowlane & Skaha ..	27	6	0	7	8	0
or Mau, Herbert							
John Mason ..	Dromore	21	0	0	11	0	0
Edm. Tuohy ..	Ballibane	13	13	0			
Jonathan Fisher	Bally[cullane] & Sk[art].	-	-	-			
Richd. Southwell	Ga[rramana]gh &c.	63	0	0			
D[avid] Barry ..	Coolba[n]	26	5	0	1	10	0
Wm. Sulevan ..	Cluonteeny	5	6	9	5	6	9
Tho. Jervis ..	Inchicullane ..	36	15	0			
John Clark ..	Knocknalicky ..	4	14	6	2	7	3
Alex. Moynehan	Island Iragh [=Islanddarrig].	5	6	9	4	18	6
M. Moriarty ..	Knocknacullagh ..	12	12	0		15	0
J. Clarke ..	Ardshanavohy	8	8	0	4	4	0
Tho. Crump ..	Ballidribbin ..	5	15	6			
Cha. Conyers	3rd of Mollahiffe ..	25	0	0	23	1	0
Wm. Odell ..	do.	25	0	0	23	15	0
T. Cary ..	do.	25	0	0	12	10	0
Dermod Connor	Fieres	14	14	0			
Cha. Odell ..	Leamnagili[beg], &c.	21	0	0			
Tho. Plunkett	Gortshanavohy ..	57	15	0	5	5	0
Dermod Cronine	Rathmore	12	12	0	12	12	0
T. Moynehan ..	Rathbeg	10	10	0	10	10	0
Fer. Leary ..	Coumnehavan- istragh *	16	16	0	8	5	0
Owen McCarthy	Kilg[avan]	52	10	0			
Geo. Clancy ..	Ballincar[re]g, &c. ..	26	5	0	5	2	6
Col. [? Hasset]	Ballibrack & Kil[tees].	22	17	10	22	1	10
Wm. [? Kenny]	Gortdrome[ri]llagh ..	15	15	0			
G. Fz Gerald ..	Knockna[mucl]agh	12	12	0	0	12	0
G. Fz maurice	Gortfadda	6	6	0			
Fran. Jones & miners	[? Tralee] [=Tralia]	12	12	0			
Xfer Plunket ..	Kilnaneer	11	11	0			

* This denomination was subsequently designated Coome or Coom.

Tenants' names	Denominations	Rents & arrears	Recd. by Griffin
Dan Donoghue	.. Lacarrhue	13 13 0	10 15 1
Ed. Herb[er]t	.. Dro[mreag] & Rathmore.	15 4 6	
Olr. Hussey	.. Rathbeg & Rusheen	12 12 0	
Wm Spring	.. Ardinavoig	26 5 0	15 0
Owen McCarthy	.. Clonmalean	2 0	
Der. Cronine	.. Shinagh & Mills ..	26 5 0	26 5 0
Under tenants	.. Knocknaseed, &c. ..	40 0 0	40 0 0
Co[!] Hasset	.. Dunneen, &c. ..	31 10 0	
Widow Leary	.. Ballicassine, &c. ..	16 16 0	
[? Patt] Curly	.. Part of the same ..	12 0 0	
Pat Tuohill	.. do.	3 0 0	
Sam Aldwell	.. Tirnabowl	21 0 0	14 17 2½
Cha. Conyers	.. Coniger & Mullahiffe Mills.	24 0 0	
Henn Jones	.. Lissivageen	21 0 0	
John Low [Love]	.. Coolgrane & Inchy	18 18 0	1 18 6
W. Nagle	.. Pt. of Skrahan ..	5 5 0	5 0 0
Widow Leary	.. Killeen	1 11 6	
Widow Nagle	.. Coolcorkeran ..	12 12 0	4 4 0
Tho. Hely	.. Moynish	14 14 0	13 12 7½
Ed. Herb[er]t	.. Ballacomane ..	15 15 0	
Asgill	.. Dromhall part ..	5 5 0	
do. & undertenants	.. Dufcarrig	52 10 0	2 15 0
John Clark	.. Knock[aninane] ..	18 18 0	9 9 0
Col. Hasset	.. Kilbrene	18 0 0	
Asgill & undertenants	.. Gortdarrick	16 16 0	1 14 0
do.	.. Gortshanavohy ..	12 12 0	5 12 6
Ter. Calaghan	.. Knockicarrhea, Knockicapple.	40 0 0	20 0 0
Undertenants	.. Killenes, &c. ..	106 0 0	44 17 1
Col Hussey	.. Shehery	18 18 0	
Majr Power	.. Faghbane	2 2 0	
Morgan []	.. Faghkelly	12 12 0	
Kean Mahony	.. Ballinillane	10 6 0	10 0
Tiege Mahony	.. Dromadisert	20 0 0	
Tho. Conway	.. Ballikean	31 10 0	31 14 0
Wm. Hellyard	.. Ballicarbery	63 0 0	44 0 0
Asgill, etc.	.. Ross Island, &c. ..	12 12 0	
M. Griffin	.. Fairs & Markets ..	20 0 0	
Asgill & undertenants	.. Mausraur, Gort- negneve, Gortna [brois], &c.	100 0 0	

Tenants' names	Denominations	Rent & Arrears	Recd. by Griffin
M. Griffin	.. Gurtrue, &c. ..	70 0 0	
Mr. Griffin	.. Knocks	20 0 0	
T. Cronine	.. Kilhelane & Derry-donnelly.	10 0 0	
Donogh Lyne	.. Part of 24 cows grazing.	12 0 0	
Col. Hussey	.. do.	12 0 0	
Asgill, &c.	.. do.	18 0 0	
E. Barry	.. Drumvickbane ..	5 15 6	
Rob. Early	.. Killarney Mills ..	50 0 0	
Rogr. Rowland	.. Part of the same ..	1 0 0	
John Maurice	.. do.	2 0 0	
Den Sulevan	.. do.	2 0 0	
Asgill	.. [Forge] field ..	2 10 0	
Dr. Leary	.. Gortnabo[] ..	6 0 0	
Tenants in Killarney		81 10 0	20 10 4
		<u>1,885 3 10 (sic)</u>	<u>466 9 11 (sic)</u>

Asgill gives the amount remaining due as £1,329 15s. 6d., though even according to his own inaccurate tots it should be £1,418 13s. 11d.

After deducting the amounts due by himself and his undertenants and items otherwise charged to Griffin he shews only £860 7s. 6d. remaining due on the year 1705/6.

A series of rather complicated calculations follows, by the result of which he seeks to prove that the arrears to May, 1719, amounted to £16,152 17s. 6d. nett.

This return was made in May, 1719.

28 May, 1707.

Report by Cha. Derig (Auditor-General) and Peter Guerin (Deputy Surveyor-General) to the Chancellor, Treasurer and Barons of the Exchequer, shewing lands in the manors of Pallice and Castlelough,* in the barony of Magunihy, with acreages and rents as apportioned at the recently reduced total of £95 18s. od., charged on Dame Sarah McCarthy, same being done on behalf of Ellinor, Honora and Randal McCarthy.

* These, of course, were never part of the Kenmare estate. This document is one of several in the collection relating to the family of MacCarthy Mor: their property passed by marriage to the Herberts, between whom and the Browne family there was a close connexion in the eighteenth century.

Proprietors	Denominations	Lands Profitable	Apportionment	
AGLISH PARISH— <i>contd.</i> Mr. Herbert	In the same 2 parcels of Turpinagh	Coarse pasture .. 6 0 0 Arable & pasture .. 80 0 0	1 9 1 1 3 15 5	
	In Conn. 14.1.36 unprofitable	Coarse pasture .. 5 0 0	1 5	
	In the same	Arable & pasture .. 163 3 10	2 2 6	
	Agligh 1 plowland	Coarse pasture { 6 0 0	1 9	
	In the same 2 parcels of	Coarse pasture { 7 0 0	2 0	
	In the same	Arable & pasture .. 13 3 36	4 4	
	Kippagh Island	do. .. 153 3 32	2 0 2	
	In the same	Coarse pasture .. 10 0 0	2 9	
	Cosmagh Mr. Eaga[? r]
	do. Herbert
KILBONANE PARISH. Daniel McCarthy More Daniel Mahony ..	Leaghard	Arable & good pasture.. 394 1 7	5 2	
	In the same 3 parcels of	Coarse pasture .. { 11 0 0	3 1	
		{ 3 0 0	11	
		{ 13 0 0	3 5	
Daniel McCarthy More	In the same 17.1.28 bog unprofitable	Arable & pasture .. 249 1 0	3 4 7	
	Gortnacloghymore	do. .. 102 0 9	1 7 0	
	In the same 3 bog unprofitable	Coarse pasture .. 5 0 0	1 7	
	Aghane	Arable & pasture .. 162 3 37	2 2 0	
	In the same	..	..
McCartie	South Kosnakeatons	..	..
	In the same 10 bog unprofitable	..	..

John Falvey	..	North Rosneakeatons	..	do.	..	175	0	22	2	5	4
	..	In the same 3 parcels of	..	Coarse pasture	..	14	2	0	3	11	
	..		..		..	8	0	0	2	3	
	..		..		..	5	3	0	1	5	
	..	Droumkiery	..	Arable & pasture	..	131	1	20	1	14	1
	..	In the same 2 parcels of	..	Coarse pasture	..	21	0	0	5	9	
	..		..		..	32	0	0	9	2	
	..	Killichirane	..	Arable & pasture	..	162	1	16	2	1	6
	..	In the same	..	Coarse pasture	..	7	0	0	2	3	
	..	North & South Rosneakeatons	..	Arable & pasture	..	19	1	9	5	4	
Lands common to	..	In the same	..	Coarse pasture	..	20	0	0	5	4	
John Falvey	..	East Fahagh	..	Arable & pasture	..	84	2	29§	5	6	
	..	In the same 2 parcels of	..	Coarse pasture	..	50	2	0§			
	..	West Fahagh	..	Arable & pasture	..	61	0	0	16	0	
John Falvey	..	In the same	..	do.	..	41	0	0	10	10	
	..	In the same	..	Coarse pasture	..	128	3	33	1	12	1
	..	WEST FRACTIONS	..		..			
	..	Triengorne	..	Mountain pasture	..	354	0	0	4	11	9
	..	Of the same	..	Wood pasture	..	136	0	0	1	15	3
	..	Treanmanuagh	..	Coarse mountain pasture	..	555	0	2	7	1	6
	..	Of the same	..	Wood pasture	..	59	2	0	15	5	
	..	Commanecarry	..	Coarse mountain pasture	..	511	2	30	7	5	6
	..	Of the same 85 unprofitable	..		..				£95	18	0
	..		..		..				[recte	92	1 2]

The error in the tot occurs on p. 2 of the MS.

Copia vera ed. per F. Duggan

D. R. Thes[aurus].

§ Not subject to this apportionment, being granted in patent to Hugh Falvey and charged with quitrent.

1709.

Rentroll of the Kerry Estate* lately Sir Valentine Browne's, called Viscount Kenmare.

This appears as a schedule to the indenture quadripartite between Hedges & Griffin and Cardonnel & Lilly (v.p. 330 infra). Although it covers to a large extent the same ground as Asgill's return for 1705 (p. 147 supra) it is printed here in extenso because of the extra information it affords regarding rents, etc. Each, too, contains some items not included in the other. The denominations in the 1709 return are often given in forms so barbarously corrupt as to be almost unrecognizable, due no doubt to the errors of a law clerk unfamiliar with the local names. These were not corrected by Daniel Cronin, though the schedule was examined by him, notes in his hand appearing on it. Where necessary the form of the name generally in use at the time is added in square brackets.

* Since preparing this report I found among the papers of Miss Herbert, of Cahirnane, a rentroll of Richard Hedges, also for the year 1709, which covers much the same ground as that printed here but with some noticeable variations. This will be included in the report on the Herbert Papers, to be published in *Analecta Hibernica*, No. XIII.

KENMARE MANUSCRIPTS

Denominations	Tenants' names	Rent :		Term *
		During war	Rise After war	
Kilmore, &c.	David Crosby	£21	£7	3 lives A
Ardglass	Edward Herbert	24	—	At will A
Grolane & Skart [Gowlane & Skaha]	Tristram Cary	26	—	do. A
Dromore	John Mason	20	5	3 lives A
Ballibane	Edward Groby [Tuohy]	13	—	do. B
Brolycaran [Buolycarrane] & Skart	Jonathan Fisher	0	5	1 life A
Garamaughragh [Garranmanagh]	Richard Southwell	60	20	3 lives A
Callicky [Coolicky & Coolbane]	David Barry	26	9	do. A
Glouteeny ? Cloonteens	William Suttroom [Sullivan]	5 ¶	—	Lives § B
Inchiculvee [Inchycullane]	Thomas Jervis	40	—	3 lives A
Island Iragh	Derby Cronine	5	—	Lives B
Knockanamligh [Knocknacullagh]	M. Moriarty	12	—	do. B
Part of Ardshanavey [Ardshanavoly]	John Clarke	8	—	do. B
Ballidribben	Thomas Crump	5 †	—	do. B
Reine	M. Griffin	16	—	At will A
Third part of Mullahuffe	John Odell	25	8	3 lives A
do.	Tristram Carey	25	8	do. A

* The letter A indicates that the lease was granted by John Asgill and B by Sir Valentine Browne.

¶ Actually £5 1s. 8d. For convenience in printing in an easily legible form the odd shillings and pence are omitted on the few occasions these appear.

§ Sic. In several cases the number of lives is not given.

Denominations	Tenants' names	Rent :		*Term
		During war	Rise After war	
Third part of Mullahuffe	Charles Conyers* ..	25	8	3 lives A
Fiars	Derby Connor ..	14	—	Lives B
Conygar & the mills	Charles Conyers, &c. ..	20	—	At will A
Gortshanavohy ..	Thomas Plunnett [Plunkett] ..	55	—	Lives B
Rathmore ..	Derby Cronine ..	12	—	do. B
Rathbegg ..	Tieg Monahan [Moynihan] ..	10	—	do. B
[Paper perished=Coom] ..	[F]erd. Leary ..	16	—	do. B
[Kilguavan ..	Owen McCarthy ..	50	—	do. B
Leamnaguelebegg ..	Charles Odell ..	20	5	3 lives A
Ballibrack ..	Col. Hassett ..	22	—	do. A
Ballicarrigg & the mills	George Clancy ..	25	5	do. A
Knockmuthlag [Knocknamuclagh]	Garrett FitzGerald ..	12	—	Lives B
Gralleigh [Traligh] ..	[Blank] ..	14	—	At will A
Gortfadat [Gortfadda] ..	G. Fitzmorris ..	6	—	Lives B

* A document preserved in the collection, of which the following is an abstract, provides an example of the profit made by middlemen by subletting.

19 May, 1716.

Agreement by Charles Conyers, of Castletown, Co. Limerick, to lease to William Prundivill, of Clonlara, Co. Limerick, Conyers' part of Molahiif (formerly set to Michael Hassett) for the lives of the said William Prundivill, his son William and Maurice Butler, son of William Butler (*one of the witnesses*), at £54 6s. 8d. per an., provided that Conyers' lease from Asgill continues so long.

Signed and sealed by Charles Conyers.

Witnesses: Ch. Carthy, Tho. Day, Will. Butler, Ralph Somerset.

Killaven [Kilnaneer].	..	Xfer. Plunkett	..	11	—	do. B
Leaghearrough [Laghcarrue]	..	Daniel Donohue	..	3	—	do. B
Drumrage, &c. . .	..	Edward Herbert	..	14	—	do. A
Rathbegg, &c. . .	..	Ol[iver] Hussey	..	12	—	do. B
Ardivonig . . .	..	Walter Spring	..	25	—	do. A
Clonmaleen . . .	..	Owen McCarthy	..	2	—	Fee farm
Thenagh [Shinnagh] & Mills	..	Derby Cromine	..	25	—	Lives B
Ballivoig, &c. . .	..	Henry Hassett	..	30	5	do. A
Tarnaboul [Tirnaboul]	..	M. Griffin	..	20	—	At will
Fosla [Fossa], &c. . .	..	do. . .	..	70	—	3 lives A
Coolcorkean . . .	..	John Nagle	..	12	—	Lives B
Three Knocks . . .	..	M. Griffin	..	30	—	3 lives A
Minigh [Moynish] . . .	..	Thomas Healy	..	14	—	do. A
Ballicaman . . .	..	Edward Herbert	..	15	—	do. A
Part of Magotragh [Moyeetragh]	..	do.	..	5	—	do. A
Ducarrig . . .	..	Undertenants	..	5	—	At will A
Knockarnoe [? Knockaninane]	..	John Clarke	..	18	2	3 lives A
Keelman [? Kilbreanmore]	..	[blank] Conway	..	18	2	do. A
Gortdarick & Gortchannibegg	..	Undertenants	..	40	—	At will A
Gortvawgn [Gortnagaun]	..	do.	..	20	—	do. A
Gortnaproces & Maseraw [Maseraur]	..	do.	..	30	—	do. A
Knockacorrig, &c. [Knockacarrie]	..	Jeremy Calaghan	..	40	—	do. A
Ballinglaine [Ballinillane]	..	Kean Mahony	..	9½	—	do. A
[? Knocknaine] . . .	..	Undertenants	..	50	—	do. A

Note, in Daniel Cronin's hand: Most of the lands in this Schedule were in Langton's custodiam, the rents of which he received. Hassett detained his rents; Crosbie, Clerk and Herbert did the like on account of debts due to them from Asgill.

A Rent Roll for the year 1718 belonging to the Hon. Valentine
Brown:—

No.	Tenants' Names.	Denominations.	A Year's Rent.	Arrears.	Observations
			[£ s. d.]	[£ s. d.]	
1.	Capt. Connor ..	Ballybane ..	13 0 0	8 17 3	
3.	Laurence Cronin ..	Clounteens ..	5 6 9	—	
5.	Dermod Moinehan ..	Illanederagh [Illanedarraig] ..	5 6 9	—	
7.	Myles Moriarty ..	Cnockaneicoolly ..	12 12 0	11 4	
9.	John Clarke ..	Ardshanavoly ..	8 8 0	—	
11.	Widow Crumpe ..	Ballydribbeen ..	5 15 6	—	
13.	Capt. Connor ..	Feyryes ..	14 14 0	14 14 0	
15.	Arthur Herbert ..	Gortshanavohy ..	57 15 0	57 15 0	Note that
17.	Daniel Cronine ..	Rathmore ..	12 12 0		Arthur
19.	Dermod Moinehan ..	Rathbeg ..	10 10 0		Herbert
21.	Ferdinand Leary ..	Coomo ..	16 16 0		detains this
23.	Garrett FitzGerald ..	Knocknemucklagh ..	12 12 0		to pay
25.	Willm FitzMorris ..	Gortfadda ..	8 8 0		quit-rent...
27.	Edwd Herbert ..	Killnanere ..	11 11 0	11 11 0	
29.	do. ..	Lacarrue ..	13 13 0		
[31].	Oliver Hussey ..	Rathbeg, &c. ..	12 12 0		
[33].	Owen McCarthy ..	Clounmelane ..	1 10 0	1 10 0	
[35].	Daniel Cronine. ..	Shinagh & Mills ..	26 5 0		
37.	John Love ..	Coolgrane & Inch ..	18 18 0		
39.	Walter Nagle ..	Pt. of Skrahan ..	5 5 0	5 0	

41. John Barry	..	Coolcorkeane	..	12	12	0
43. Tim Mahony	..	Ballymillane	..	16	16	0
45. John Mahony	..	Dromadiashert	..	73	10	0
47. Garrett Goid	..	Ballynevehir	..	52	10	0
49. John Hassett	..	Ballybrack, &c.	..	22	17	10
51. George Evans	..	Ballyncarrig	..	26	5	0
53. Walter Spring	..	Ardivoanig	..	26	5	0
55. Sir Maur. Crosbie	..	Kilmore & Cahirmacduffe	..	28	17	6
57. Maur. Herbert	..	Gowlane & Skaha	..	21	0	0
59. John Mason	..	Dromore	..	26	5	0
61. David Barry	..	Coolbeane	..	36	15	0
63. John Clarke	..	Knockeelickick	..	4	14	6
65. Messrs. Conniers Cary & Odell	..	Molabiff	..	100	0	0
67. Edwd Herbert	..	Leanneguilys	..	26	5	0
69. John Blennerhassett	..	Duneen	..	36	15	0
71. Arthur Herbert	..	Coniger & Mills & 2 parts Ardglass	..	68	5	1
73. Thoms. Coggans	..	3rd pt. Ardglass	..	16	16	0
75. James Curtain	..	Lissivigeen	..	26	5	0
77. Edwd Herbert	..	Billaghcomane	..	15	15	0
79. John Clarke	..	Cnockaninane	..	22	1	0
81. John Conway	..	Killbreamore	..	20	0	0
83. Edward Herbert	..	Dromreage & Rathmore	..	15	4	6
				969	4	5
				207	19	9½

(N.B.—The remaining sheet or sheets of this rental are missing.)

1721.

The following details of acreages are taken from returns extracted from the 1721 surveys soon after they were made. That for Co. Kerry* is almost identical with the tables given at the end of the book of maps (*v. p. 445 infra*). No acreages are available for the Bantry estate until a much later date.

* Part of this document is missing.

Denominations	Arable	Pasture	Mountain	Bog	Red Bog	Wood	Total	
							Plantation	Statute
Ardagh	265 3 22	61 0 25		18 0 5			A. R. P.	A. R. P.
Ardivoanigg	274 1 16	119 1 20	59 2 37	26 1 36			345 0 12	558 3 34
Aghalemore	35 0 39	51 2 7	8 1 28	9 0 7			479 3 29	777 1 25
Ardshanavoly	82 2 13						109 1 1	168 3 20
Allanes			1155 0 4				82 2 13	133 3 2
Anaghbegg	68 0 12		390 0 13		693 1 28		1155 0 4	1870 3 31
Ardnamoyly *							1151 2 13	1865 1 19
Bailenilane	125 1 3		29 1 11	15 2 27			170 1 1	275 3 5
Bouleeneandorriss*								
Ballycarbry	129 0 30		192 2 0				321 2 30	521 0 13
Ballycasheen	270 3 34			14 3 8			285 3 2	462 3 22
Beheneagh	16 1 13	11 0 5	128 2 6				155 3 24	252 2 4
Bulloughcomane	106 2 16		656 3 28				763 2 4	1236 3 5
Ballynmoanagh	125 3 32	36 0 25	45 3 36				208 0 13	337 0 9

* No details are given for denominations marked with an asterisk: they are followed by the words "Referred to the map."

Budaghane	70	1 38	5 3 14	173 3 33			250 1 5	405 1 26
Boullicullane	147	2 9	12 0 20	275 3 15			435 2 4	705 1 36
Ballivoigg	146	3 38					146 3 38	238 0 15
Ballydribbeenbegg	30	3 10					30 3 10	49 3 25
Ballybane	100	3 22	31 1 2		28 1 25		160 2 9	260 0 11
Ballyfinane	153	3 37	43 2 35		69 2 38		267 1 30	433 0 23
Breansough	68	3 24	19 1 21				88 1 5	143 0 0
Beginis Island	38	0 16		73 1 1			111 1 17	180 1 20
Basacane	173	0 24		1558 2 22			1731 3 6	2805 0 33
Ballidribbeenmore	49	1 10					49 1 10	79 3 20
Ballyduff	89	3 19		4 1 5			94 0 24	152 2 1
Ballyandrin	77	1 11	26 0 29				103 2 0	167 2 24
Ballintaggart	54	0 21	32 0 34		10 0 19		96 1 29	156 0 32
Ballinfeming	87	1 4	28 1 14	112 0 18			227 2 36	368 3 20
Ballyfinane mountain				639 1 34			639 1 34	1035 3 11
Ballybrack	159	1 0	79 0 19				238 1 19	386 0 18
Ballencarigg	190	0 25	25 3 6		14 0 36		230 0 27	372 3 2
Croumaglaune*								
Coome	158	2 31	216 1 30	857 0 22		101 1 28	1333 2 31	2160 1 17
Coolecorkerane	71	2 8	23 3 6	20 0 17		48 2 33	169 3 37	275 1 14
Clounts	50	3 30	70 2 19	133 2 12			255 0 21	413 1 3
Coolyes	201	1 14		637 3 29			300 1 1[7]	1846 0 0
Clashnagarane	189	0 14	53 2 3	128 0 35			370 3 12	600 2 28
Clounteens	56	3 34	38 0 30	13 3 2	17 0 1		125 3 27	203 3 34
Cludough	37	2 15					37 2 15	60 3 32
Coolickie	119	0 33		374 3 15			494 0 8	800 1 4
Coolboane	121	0 28	35 3 0	149 3 4	14 0 31		320 3 23	519 3 7

Denominations	Arable	Pasture	Mountain	Bog	Red Bog	Wood	Total Plantation	Total Statute
Conigor ..	12 3 5	14 0 26	59 2 34			52 3 9	A. R. P. 139 1 34	A. R. P. 225 3 24
Clountubid* ..								
Coolecieve ..	102 3 0		569 2 11				102 3 0	166 1 30
Comego East ..	52 0 10		480 0 33				621 2 21	1006 3 30
Caneteens, The cows grazing							480 0 33	777 3 16
Coolgraane *								
* Currobally and Gortalassa	132 2 16	45 2 30					178 1 6	[289 0 0]
Dispute with Gortroe	5 0 1							
Dughcarrigg ..	144 2 37	15 1 35	845 3 32				5 0 1	8 0 17
Dispute with Kil-breanbegg							1006 0 24	1629 3 7
Drown ..	158 0 23		130 0 24		33 1 39		321 3 6	521 0 39
Drowmackbane ..	49 1 21		78 2 5				127 3 26	207 0 31
Dromdohigmore ..	123 3 34	84 2 19		19 1 36			228 0 9	369 1 26
Dooneen North ..	117 3 16	33 1 27		6 2 33			157 3 36	255 3 22
Dooneen South ..	65 0 33	72 0 25		13 2 22			151 0 0	244 2 15
Drownadisert ..	117 0 18	20 0 13		13 0 30			150 1 21	243 2 14
Drownmore ..	182 0 37	15 3 0	154 3 0	21 3 4			374 2 6	606 2 29
Derrycunlity and Incheens			1036 2 30			Not surveyed	1036 2 30	1679 1 1
Dromanacarrigg &c.			171 1 30				171 1 30	277 2 31

Drowmhalle *	..	57 2 14	170 2 24	19 1 8	32 0 37	228 0 38	369 2 33
Derregoramane	..	25 2 28				25 2 28	41 2 14
Direen East	..	51 3 29	26 2 19			130 0 13	210 2 34
Direen West *	..						
Drownreag	..	112 2 17				112 2 17	182 1 24
Fosso	..	48 3 4				48 3 4	79 0 1
Faughbane	..	158 1 0	118 0 27			276 1 27	447 2 39
Faughkilly	..	9 1 18				9 1 18	14 3 1
Foughil Island	..	96 2 38	61 1 8			158 0 6	255 3 39
Furies	..						
Gortroe	..	197 3 19	24 0 3			221 3 22	359 1 27
Glaunafreaghane	..					183 3 38	298 0 4
Gortnagaune	..	180 2 16				395 1 11	640 1 15
Gorttdarugg	..	129 1 32	580 0 35			709 2 27	1149 2 6
Gorttanahanebye	..	88 0 0	479 1 16		22 3 3	706 2 6	1144 1 35
Gorttnabrosis	..	54 1 32	402 2 12		36 1 35	598 3 11	969 3 37
Gorttancarrin	..	101 3 1	283 2 7			430 2 4	697 1 20
Gorttdrowmakiery	..	227 1 31	759 0 27			1220 2 22	1977 0 36
Gorttagullane	..	184 1 35	211 0 11			658 2 1	1066 2 27
Gorttnacarige	..	46 3 36	62 1 30			154 1 10	249 3 33
Goulane	..	110 2 18	28 3 15	24 2 28		196 0 29	317 3 4
Gorttshanavoa	..	242 0 11	341 2 21	48 3 8		693 2 18	1123 2 5
Glannaheer	..	45 3 18	255 1 30			301 1 8	488 0 19
Gortroemore, &c. . .	..		939 0 36			939 0 36	1521 1 22
Glannaa	..		1444 3 18			1444 3 18	23401 31

* No details are given for denominations so marked : they are followed by the words : 'Refer to the Map.'

Not surveyed

Denominations	Arable	Pasture	Mountain	Bog	Red Bog	Wood	Total Plantation	Total Statute
Gorteenroe, &c.	124 3 18	28 2 1		31 2 27			A. R. P. 185 0 6	A. R. P. 299 2 36
Gurancowragh	112 0 34	46 0 18	7 1 22				165 2 34	268 1 27
Gorttatalure *								
Gorttbreagtie	63 2 16	45 0 3	18 1 0				126 3 19	205 2 0
Glauntanes	64 1 3	67 0 21	49 0 9				180 1 33	292 1 9
Gortdroumarilogh	170 3 18	47 1 7		36 2 6			254 2 31	412 2 9
Gortalassa.*								
Inch*								
Inchicragane East	48 1 5		318 1 31		68 2 8		435 1 4	705 0 11
do. West	24 3 1	37 1 0	292 1 25				354 1 26	574 0 1[4]
Inchiculane	55 3 22		85 3 22				141 3 4	229 2 []
Imelogh	14 3 36		615 3 22				630 3 18	1021 3 []
Incheens *								
Inishfallin Island						17 0 4	17 0 4	27 2 12
Ilaneirogh	38 0 16	140 3 19	83 2 0				262 1 35	425 0 24
Knockrier West	50 1 4	12 2 23				13 3 17	76 3 14	124 1 34
do. East	49 2 11					11 0 0	60 2 11	98 0 17
Knocknaseede	329 1 1	910 0 37	914 2 39		54 2 3		2208 3 0	3577 3 9
Knockacapple	54 1 39	72 0 25	350 2 28		35 1 23		512 2 35	830 2 3
Knockacarrie	171 1 35	182 1 1	682 2 7		58 1 7		1094 2 10	1773 0 1
Knockduragh	109 0 2	530 3 12	153 3 19				793 2 33	1285 2 27
Killquane	93 1 33	111 0 14	331 1 39				536 0 6	868 1 6
Knocks	248 0 11		797 3 33				1045 3 4	1693 3 37
Knockaninane	200 2 26		920 3 0				1121 1 36	1816 2 16

Denominations	Arable	Pasture	Mountain	Bog	Red Bog	Wood	Total Plantation	Total Stature
Laghcarrue	176 0 26	13 3 39		11 3 2			A. R. P. 201 3 27	A. R. P. 327 0 12
Lackabane	210 1 22	15 2 15				Not surveyed	225 3 37	366 0 8
Lissnacarrigy	41 3 30						41 3 30	67 3 20
Lisseeconnor	31 0 5	101 1 15	92 3 15				225 0 35	364 3 10
Lissivigeen	219 1 33		394 1 11				613 3 4	994 0 4
Leamigtusane	12 0 0		397 2 14		24 1 22		433 3 36	702 3 34
Leannagilymore	107 1 19	82 1 34	20 2 3				210 1 16	340 2 3
Leannagilybegg	51 1 33	16 3 37	149 3 9				218 0 39	353 2 2
Lough Lean							3414 2 12	5531 0 7
Lissenacanniny	110 1 27	14 2 28	43 3 16	39 1 33			208 1 24	337 2 11
Longfield	82 0 15	30 2 31				9 2 26	122 1 32	198 1 15
Masrawre West	19 0 32	53 1 5	62 1 8				134 3 5	218 1 11
do. East	59 3 33	302 0 12	583 [o] 24				900 0 29	1438 0 23
Mynass	74 1 25	18 1 39	227 1 36				320 1 20	518 3 23
Mastergeeh	156 0 15	133 3 0	322 3 24		87 0 17		699 3 16	1133 2 22
Maulirkane	59 0 4	29 2 13	319 2 32				408 1 9	661 1 22
Mullahiff	522 2 24	84 1 24	109 3 37	74 2 13	113 1 18	100 0 14	1005 0 10	1628 0 5
Moeicoughturogh*								
Poulagour & Gortroebeeg.			894 3 32			Not surveyed	894 3 32	1449 2 27
Parknanave*								
Rusheen West, &c.								
Ringa	23 0 30			218 1 36			241 2 26	391 1 32

		Summary of Acreage.		Statute
		Plantation		
		A.	R. P.	
Arable	.. ..	17106	3 14	
Pasture	.. ..	6775	3 3	
Mountain	.. ..	34660	2 37	
Bog	.. ..	1310	0 22	
Red bog	.. ..	1984	2 39	
Wood surveyed	.. ..	407	1 13	
Rough stony ground whereon stood a wood	.. ..	797	1 16	
Lough Lane [Lean]	.. ..	3414	2 12	
The contents of the whole				
[Kerry] estate	.. ..	66,457	1 13	(sic) 107,650 0 19

[N.B.—To the above must be added the acreage of the items marked with an asterisk in the above tables and also those returned as “not surveyed” It will be observed, moreover, that the number of acres of wood surveyed is considerably less in the summary than the total of the individual items under that head.

Circ. 1721.

‘The late survey’ of Lord Kenmare’s Estate in Co-Limerick:—

		A.	R. P.
William Rice, Castle farm	.. ..	474	1 32
Darby Grady, Ballyvodane and Ballingouranig	.. ..	324	0 8
William Freeman Gortlibeen, Part of Oldtown	.. ..	39	1 8
Thady Ryan do.	.. ..	—	—
William Freeman, Island Drohid	.. ..	67	2 0
Mr. Ryan, Hospitall Logh	.. ..	101	2 20
William McNemaru, Banemore & Coolelough	.. ..	170	0 8
Henry Powel, Goultowne	.. ..	163	0 12
John Glisan’s holding	.. ..	8	3 0
Maurice Kinifeake’s holding	.. ..	12	3 0
Robert Sarsfield, Monebegg	.. ..	8	3 0
— Fayre place	.. ..	4	2 36

William Freeman, Coolescart	81	0	36
John Fraly, Gortacaka [Gortscaha]	21	2	20
Robert Sarsfield's garden	1	1	36
David Bourke's holding	12	2	20
Mr. McCarthy, Millfarm	103	2	20
[<i>Inserted rather carelessly:</i>			
Mr. M--ely has part of Millfarm].			
The Miller's farm	8	1	0
Lady Rice, Ballycahill & Barnegriosoge	314	2	20
Lady Rice, Corbally & Newtowne	207	2	10
William Freeman, Keelteely	106	0	8
John Brown, Burges land	270	0	16
In all .. (sic*)	2826	0	30

All the above farms one with the other comes to about 10s. 6d. per acre except the two old Cl[?] un]ed leases.

The above are, of course, for the most part middlemen. The names of a number of the occupying tenants will be found on pp. 303, 304, infra.

Circa 1722.

The following Rentroll of the Kerry Estate appears in the same document as the foregoing details of the Co. Limerick Survey.

	£	s.	d.
The Manor of Molahiffe.			
Redmond Crosbie, Ballybane	23	2	0
Richard Meredith Gur[teenro]e	18	18	0
Myles Moriarty, Knockancoolty	31	10	0
Darby Connor, Fyrees	33	12	0
Arthur Herbert, Gortshanvohy	84	0	0
Garret Fitzgerald, Knocknemuclagh	12	12	0
William Fitzgerald, [recte Fitzmaurice] Gortfada	8	8	0
William Fitzgerald, Lacharue	16	16	0
Redmond Crosbie, Rathbegg & Rusheen	12	12	0
Derby Carthy, Clounmelane	1	10	0
Tim Mahony, Ballycullane	16	16	0
Darby Falvey, Ballybrack & Kiltées	24	17	8
Walter Spring, Ardivoanig	26	5	0

* See note on p. 457.

Garret Fitzgerald, Goulane	15	15	0
Richard Meredith, Schaha	12	12	0
John Mason, Droumore	28	7	0
Tristram Cary, $\frac{1}{3}$ part of Molahiffe	57	10	0
Captain Coneys do.	55	0	0
Mr. Odle do.	40	0	0
Arthur Herbert, Coniger & mills & two parts of Ardglass in two leases	68	5	0
Charles Carthy, $\frac{1}{3}$ part of Ardglass called Lisseenne- canniny	16	16	0
David Barry, Coolebuane & Coolicky	36	15	0
Francis Jones, Traly	15	15	0
Mr. Hume, Scart & Bouricullane	5	0	0
John Barry, Ballincarrig	31	10	0
Griffin's Executors, Gortdroumrillagh	30	0	0
do. Coolecleave & Ballyfinane.. ..	84	0	0
Total [<i>omitted</i> £808 3 8].			

Part of Ross Manor :

Samuel Crump, Ballydribeen	13	13	0
Edward Herbert, Billaghcomane	89	5	0
Several Tenants, Coolegran & Inch	103	0	0
John Barry, Coolecorkeran	12	12	0
John Mahony, Droumadisart	73	10	0
Mrs. Clark, Knockinlicky	4	14	6
Francis Jones, Lissivigeen	31	10	0
Mrs. Clark, Knockanenane	21	0	0
Mary Cronin, Kilbreenmore	20	0	0
In my Lord's hands, Ballycasheen	52	10	0
Several Tenants, The Glins	63	0	0
Samuel Douse, Moynish	16	16	0
Widow Kearney, Droumvickbane	18	18	0
Myles Sweeney, Teerneboule	25	4	0
Denis Lyne, Coola	42	0	0
Thomas Gorman, Gortagullane	23	2	0
Francis Eager, Gortdromkerry	42	0	0
In my Lord's hands, formerly Mr. Karney's, Shehery	30	0	0
Philip Cronin, Killarney Mills	55	0	0
Doctor Bland, Ballynemoanagh	36	15	0

Mr. Hume, Ardagh & Ballydulea	..	..	35	0	0
John Royrdan, Knockanculligg	..	..	12	12	0
Patrick Goold, Mastergeehy	..	..	31	10	0
John Royrdan, Clashnegurrane	..	..	28	7	0
Pierce Keating, Cliddagh	..	..	3	3	0
William Sullevane, Clounteens	..	..	11	11	0
Teige Creemeen, Ardagh Mills	..	..	5	5	0
Widow Leary, Killeen chief rent	..	..	1	10	0

[Total: £893 7 0].

[Total rental of Kerry Estate, £1,701 10s. 8d.].

1722.

The tythe account of the year 1722 of the several parishes belonging to the House of Hospital in the County of Limerick.

Hospital Parish.

The Old Town of the same.

Daniel Glissane, John Higgins, Nicholas Poor, Roger Ryane, Daniel Carthy, Simon Ryardan, James Hurley, Bryen Quinane, Loughlen Ryane, Edmond Mallony*—total, £20 1 9½.

Ballyvodan :

Derby Grady and the two thirds of Baunrone and Ballynagruoanough £4 3 0.

“Parish de Hospitall [? Coul Loughe].”

Wm. Macnamara, Mr. Grady's sisters, Capt. Milch[io]r Lavallon, Standis[h] Grady, John Frally, John O Daniell, Patrick Kenney's widow, Denis Glissane, Callaghan Ma[c] Carthy, etc. £19 3 4

[The entire parish of Hospital is, however, only returned as £39 5 1½.]

The Parish of Anny [Knockainy].

Wm. Tubbs (Anny town) £15 16 0

Coulegorte :

David Rushell & John Gorman, etc. .. £2 0 6

Rath [tany=anny] :

Wm. Macnamara £2 19 8

* In the MS. the value is given opposite each name. In a few cases later on in the return a townland is mentioned in connexion with a personal name.

Killballyown, &c.:

John Grady £16 11 0

Eltown:

Standis Grady £2 17 2

Ballyna[? llonce]:

James Fitzgerald, Maurice Fitzgerald, Philipe O Don[e]ll,
John Grady, James Grady, James O D[aw]e, Wm. O D[a]we,
Edmond Rourke, Denis [? M]aughe, Wm. Higgins, Eustas
Browne, Thomas Dwy[e]r, Patrick Browne .. £11 13 6

[Bagotstown]:

" Mr. Tho : Waltrs att [?Tull]naboule & parte of Bagatts-
towne, more on Loughgor land " £7 16 9

John Bouch[e]r (another part, with Ragamus, etc.) £3 11 10

Killmacdonoughdu[f]:

David Ryane £1 8 8

[? *Denomination omitted*]:

Der: Higgins £2 0 4

Patrickswell:

(Formerly Henery Bayliffe)

Mathew Ryd[ie], James Dally, Richard Fitzgerald, Wm.
Synot, Edmund Lenchy, Baraby Beaher (*sic*), Mrs. Bailye,
Mr. Croker £13 15 4

" The two thirds of the whole tythe of the severall concerns
in the parish of Anny amounts of £50 15s. 8d."

Parish of Cahircorney.

(Cahircorney, Rawleighstown, Ballygoulye, etc.)

Edward Croker £18 13 4

Rotchtown Parish.

Denis Brien, James Brown, John Mericke, Mathew D[uc]hige,
[? Teiuge=teige] Rooney, etc. £4 8 8

" David Brown charged with 100 sheep he disowns, valued
with other concernes " £1 10 0

Ballynamonmore Parish :

“ For Daniell Widdenham and his undertenants in the concerns following . . . ” John Marony (in Portebuye), Michell Welsh, Fran[c]es Rawleigh, Robert Caffone, Edmund Con[bace] and said Widdenham £16 9 2
 Wm. O Bryen £2 15s. od. deducted from this.

Killcallan Parish [Kilcullane] :

Patricke Condon, Rich[ar]d Rawleigh, John Slattery, Edmond Browne, John Hogane, David Brown, Der. [?] Wjillye, James Magrath, Miles Clough[es]sey, Robert Bary, Rich[ard] Bourke, also Tho. Grady and Mr. P[?] oo]ell for part of Habertstown (sic) £16 7 4

Ballylough [Ballinlough] Parish, part of Ballynagranaugh, Thomas Grady, senr. [part returned with Ballynard] 14s. 4d.

Ballynard Parish :

Richard Pooell, Gary Mc Cahara, Charles Walters, Paule Franklen, etc.

The Two Ball[e]n]laudashes [?] Ballylanders] :

Thomas [?] Kenkeane], John Healy, etc. [*This tot is combined with Ballynard*] £18 19 3

Killfrishe Parish and Duneonlong* Parish :

James Gobbons (also in Knocklong), Wm. Egan, Michell Nugent, Thomas Cahane, John Quinlane, Mich. Quinlan, Ow[e]r Carthy, John O Daniell £15 3 6

“ Ribertt Rives Esqr. for his tenants soweing his medow & 30 dery coves in the parish of Knocklonge (£10 12 9). Mr. Danll. Heaffey and his tenants in Mitchellstown and parte of Ballena []” John O Daniell,

John Welshe of Mitchellstown, there and at Gortnaculloge, Rich[ard] Bourke, John [?] Pillien] at Ilandrang [en] £16 6 6

Dunmoun§ Parish :

John [?] Piellen], Wm. Fitzgerald, Dan. Bourke, Larence

* Doon & Long in *Civil Survey*, Co. Limerick.

§ Doonemeane, *ibid.*

Bourke, Robt. White, Wm. Meany, Denis Quilty, Larence Quirke. Tho. [? Lee], John Sheehy, George Morgan, Thomas Hiffernane, [? Sam] Binett £15 11 1

Moorestown & Hassettstowne :

James Godsell £8 3 1

Broofe Parish (*no names*) £16 8 1

Templebridan Parish :

[? Garr] Fitzgerald, Wm. Chadwick, Ter. Magrath, George Clanchy, Mathew Ryane ;

Ballynitie :

James Butl[e]r, Wm. Blake, [—] Groves, Wm. Fitzgerald, James [? Ellett], [—] Macrath, Andrew Hardinge £17 17 0

Uulla [Oola] Parish :

Andrew Corbett, Wm. Cahill, John Ellis, Denis Dwy[e]r ;
 "The concealment att Longfooard to be left to Mr. Call. Ma[c]Carthy" ; Larence Marshall, Wm. O Con[no]r, Richard Welsh, Wm. MacDonnough, John Ryane, Wm. Dees, Ambros Harding, John Bradshaw, John Frankland, Edmond Rushell, Wm. Chadwick £13 1 1

"Mr. Philipe Bary caryed of last May without paying tythes 200 sheepe and 80 lambs."

The total value of the whole is given as £294 17s. 6½d.

1728.

'Mr. Studdorte's part of the tithe in each of the parishes belonging to the house of Hospital, being a third part of my Lord Kenmare's in said parishes and "sete" in proportion of his Lordship's part anno 1728 excepting the leases as followeth :

1. Parish of Kilfrishe :

Mr. Jos. Gubbins and undertenants .. [£]2 5 0

2. Parish of Dune & Long :

Robt. Ryves, Esqr. ..

Mr. Wm. Gubbins and others 6 6 4

3. Parish of Dunmoon :					
Capt. Danl. Webbe and tenants	..	8	16	7½	
4. Parish of Anny :					
Mr. Wm. Tubbs, Stand[ish] Grady, and John Grady, Esqrs.					
The burgess land and part of the Castlefarme in the said parish	.. .. .	25	4	10½	
And Wm. McNemara, senr., his part in said parish	.. .. .	1	5	0	
5. Parish of Loughore :*					
Mr. Baylees	.. .. .	6	1	6	
6. Parish of Ballynard :					
" Loutn " Cha. Walter and others	..	3	17	6	
7. Parish of Ballynamonymour :					
Mr. Danl. Widenham and Mr. Wm. Bryen	..	6	2	6	
8. Parish of Ballenlough :					
Mr. Der. Grady, Robt. Powell at same and part of Ballenard parish	.. .. .	2	5	0	
9. Parish of Kilcallane :					
Thos. Grady, junr.	.. .. .	5	6		

Mr. Studdort's tithe in the foregoing parishes
amounts exclusive of the glebes

£62 9 4

[recte 62 9 10]

Endorsed : Maurice Kenefeak's value of Mr. Studdart's part
of the tithes of Hospital.

n.d.

"Impropriations belonging to the Manton and Mannor
House of Hospital."

The impropriate part of the great and small tithes of the
parishes of :

Dunmone, Rochtown, Brofi, Ballynard, Kilcillane, Bally-
namona, Cahircorney, Aconey, § Kilfrish, and Ballynlogh, the
last-named mortgaged to the predecessors of Edmond Berry
and now enjoyed by him ;

* I have been unable to identify this parish.

§ Possibly=Ardcanny.

The impropriate part of the corn, wool and lamb of the parishes of Ula and Templebredane ;

The entire tithes of the parish of Hospital, paying thereout yearly to the curate £10.

Verso are a series of unidentified numbers, viz., 1 to 13. These presumably refer to the thirteen parishes specified above. The words "a gleabe" appear opposite the numbers which correspond with the parishes of Dunmone, Broff, Cahircorney, Rochtown, Ballynamona, Awney and Hospital.

The return also specifies glebes in Ardagh, Askeaton, Crogh Almor, Croome, Rathkeale, Adare, Limerick (South suburbs of) ; and two houses, viz., in Key Lane, Limerick,* and Kilmallock.

Added, in a different hand :

12 [? acres] † in Cromwell,
a garden in Kilgobin,

The chief rent of Ballincoka : 1s. 8d. per an.

4 Jan. 1731[2]. Arrears still due from last May gale.§		[Kerry :]			[£ s. d.]
Ballybane	Col. Crosbie ..	5	4	1	
Gortshanavohy, &c.	Arthur Herbert, Esq.	84	0	0	
2 Parts of Ardglass	do., for his son	47	5	0	
Lacarroo	George Eager or Frs. Spring.	12	4	0	
Coolcorkerane	John. Barry ..	12	12	0	
Dromore	Mrs. Mason ..	14	3	6	
Cnockaninan & Cnockeenlicky	Exrs. of John Clarke	26	18	1	} This farm is now ejected. I would not let it run so much in arrears but in hopes Mable would pay you more [J.D.C.
Doneen	Dan. Cronin, Junr.	52	10	0	
Lissivigeen	Assignees of Fras. Jones, decd.	25	4	6	
Killbrenmore	Daniel Cronin, Junr.	10	0	0	
The Two Killquanes	Flor. McCarthy	10	6	6	

* cf. p. 146.

† An inn. See p. 246.

§ See p. 51. The return is in a clerk's hand, the remarks are in Daniel Cronin's.

Part of Dromhale	Chrisr. Faggen	3	2	0	
Cnockeseed	Richd. Esm[on]d, Esq.	14	1	9	
Moynish	Andrew Morrogh	16	16	0	
Cnockacarrea, &c.	Jams. Curtain ..	26	5	0	
Kippagh	Christr. Faggen	13	10	10	The mills are in great arrears, to which there are demands of allowance, subject to your approbation.
Grist Mills of Deanagh	Daniel Bryen	16	7	10	
Fairs & Markets, &c.	Daniel Grady	29	11	7	Note, partly ob- literated, refers to sale by Sheriff in June, 1729, and executors of Griffin.
Knockreer, &c.	do.	33	2	6	
Gortdromrillagh	Wm. Freeman .. Junr.	30	0	0	
Clashnagurrane	John. Riordane..	14	3	6	
Cnockaculligh & Ardagh	do.	11	11	0	
Clonteens West	Wm. Sullevane	7	19	0	
Allanes part of the Glinns	Jon. Rierdane	14	12	0	
Poulagour	Danl Murphy, who quitted and offers to surrender	14	14	0	
Part Ballycasheen	Andrew Morrogh	5	2	4	Insolvent and tenant a beggar. You should give him something in charity . . . he cleared off this arrears mending the Deerpark wall.
do.	Patrick Goold	3	3	0	
do.	Wm. Waters	18	11	8	
do.	Gerrald McEnniry	15	4	6	
do.	Tim Crean	8	13	3	
Several small sums due out of the glinns and out of some tenements and fields in and about Killarney, too tedious to mention		III	0	0	Great part of this article insolvent.
		<hr/>			
		706	19	5	
Hospitall :					
Millfarm, fairs and markets of Hospitall	Widow Carthy	17	4	4	

Mr. Freeman's holdings (besides £200 left in discharge of bill)		115	7	3	} Besides about £40 due from Teige Carthy of Hospital which is insolvent: he is gone off and lives in Cork.
House in Key Lane	Doc ^r . Bryen	8	0	0	
Glebe of Cromwell	Mathew Bunbury, Esq.	4	0	0	
		<hr/>			
		144	11	7	

Bantry :

Doonemark	Frs. Healy or Gilbert Mellifont	19	19	0
Ahillbegg	Thos. Hutchins	29	8	0
Bealalikey	do.	13	2	6
Cnockanecosduff	Several cottiers, mostly insolvent	24	11	5
Dromodan[ie]l	Daniel Leary	10	10	0
Gorteenroe	Richd. White or Henry Galway	52	10	0
Clonigorman, &c.	Morgan Donovan	37	7	6
Ards & Coomleak	Mr. Skofield	26	5	0
Laharren	Bev. Harman ..	14	17	2
Dirryduff	Kedagh Leary	28	17	0
Reenidonegan	Robt. Hoar, exr. of Mr. Webb	14	10	0
Dromsullewane, &c.	Henry Galway	47	5	0
Glanbannoo, part	Mr. ô Hea	17	4	6
do.	Mr. Webber	7	17	6
		<hr/>		
		344	4	7

Kerry	..	£706	19	5
Hospital	..	144	11	7
Bantry	..	344	4	7

£1,195 15 7

1755.

Private notebook of Thomas, 4th Viscount Kenmare, containing his "remarks" on the tenants of his estates in Cos. Kerry, Cork and Limerick and his observations on estate management.

The greater part of the observations on the Kerry estate were written down between 1755 and 1757, those on the Hospital and Bantry estates a couple of years later. This book, bound in green cloth, measures approximately 15½-in. × 6½-in., and contains 163 pages of matter, all in Lord Kenmare's own hand, as well as indexes, and lists of leases (mostly in Christopher Gallwey's hand). Lord Kenmare's notes are here transcribed verbatim, with the omission of a few redundant passages. Punctuation and spelling are modernized except where indicated to the contrary.

KERRY ESTATE.

I. Ballybane.

One plowland set by my father by Indenture dated 28th February, 1721, to Raymond Crosbie, Esq., for the lives of himself, Mary his wife, and Thomas Orpin, of Killowen. Raymond since dead, Mary and Thomas Orpin alive. Rent, £23 2s. od.

This interest came since (I believe by sale) into the hands of Richard Meredith, Esq., who has neither improved it, and is also backward in paying the rent, and as it is one of Asgill's leases, renewed by my father (not to have his own life stand against him in a lease) and has consequently stood out against my family for fifty years, will be of value on its expiration, and should be set to people that will occupy it, not Gentlemen.

Added at a later date.

By Pat Curtayne's return in 1759 it is now set in two divisions at £18 each, total of the rent £36 sterling per annum.

Upon the expiration of this lease on the death of the Revd. Mr. Thomas Orpin in October, 1767, I agreed to set it to the cottiers, who now occupy the same at the rent they offered me, sixty pounds per annum, from year to year, and if I find them punctual and industrious, mean to continue them for 31 years at said rent.

2. Gorteenroe and Clountubrid.

One half plowland set by my father to Richard Meredith, Senr., of Castleisland, for £18 18s. od. ster. during the lives of Richard, William and Ann his children. Ann since dead, Richard and William living.

The same observations as to the payment of the rent, the advances there will be on the expiration, and inconvenience of setting to gentlemen will hold as to this, as the tenant is the same. Both lands lie near the Mayne, the cream of the Kerry estate.

N.B. The Irish valuation of land by plowland, gneeves, etc., very uncertain; all lands should be set by the acre.

Added at a later date:

By Pat. Curtayne's return in 1759 it is now set: Gorteenroe at £18, Clountubrid at £17; total at £35 per annum.

By said Pat. Curtayne's return in October, 1767, Gorteenroe is set to cottiers at £28 per annum, Clountubrid to cottiers at £26 per annum: the least rent my family should take for it; if the poor people are industrious, they can't have better tenants, tho' the perception of such rents may be troublesome to Agents.

3. Clounteens East.

Set by my father by Indenture dated 29th April, 1721, to Dennis Collens, of Appletown, Co. Limerick, for the lives of Lawrence and Derby Cronin, of Clounteens, and Andrew Sheaghan, of Knockbrack, Co. Limerick. Rent, £5 6s. 9d. Lawrence Cronin is dead, Derby alive. Que. whether Sheaghan be alive or not? In trust for Cronins.

This small plot is inhabited by the tenant, who has a warm cabin and trees about it, and though he be not over punctual as to rent, yet whenever it falls in, he should be continued upon rising his rent adequate to the length of time they have held it.

Added at later date:

	P. Curtayne, 1759.		
Clounts	..	..	£25 0 0
Rent	..	..	£5 6 9
Rises	..	..	£19 17 3

The tenant, Derby Cronin, very backward in paying his rent, and very low in his circumstances in great measure by his

own default and mismanagement. If I mistake not I renewed it at an advanced rent to D. Cronin.

4. Islandearhig.

4 gneeves, set 22d [—], 1725, to Thomas Atkins, of Killarney, cooper, for the natural lives of Francis, Alexander and Cornelius Moynahan of ditto, and in trust for that family. Rent, £8 8s. od. ster.

Though I should always choose to encourage resident tenants, yet these being the most wicked, quarrelsome, and profligate people in my mountains, care must be taken, whenever the lease expires, not to set it to any of the family, but such as have an unexceptionable character. Though the value be not very great, yet the length of time they have possessed it will probably bring it to treble or quadruple what it pays.

5. Knockanacoolty.

The half set by me for 31 years from the first 1752 to James Curtain of ditto for £44 12s. 6d. with divers clauses of improvement. The tenant took the half at the one-third more than the old tenants, the Moriartys, had in my father's time paid for the whole, and has been remarkably punctual in his payments. His and his family's industry equals any I have met with on this estate, and secures them my friendship as well as makes me recommend them to the patronage of my child or executors in case of any accidents happening me.

6. Knockanacoolty, another part: Tim Moriarty.

At the expiration of the old leases of this place, I was so nettled at the indolence and bad payments of these Moriartys, that I determined to set them none of it, but at last out of charity and compliance to the solicitation of friends, I accepted his proposal for a third of of the remaining half for 31 years from May, 1752, for £14 17s. 6d. rent. He and his family who hold the two next lots, divided their shares among themselves by maps under the direction of Mr. Marshal of Castle Island, and though they are but backward in paying the rents they assume, yet they are in less arrear than when they held the whole land at thirty pounds a year. As old tenants and holding these small parcels, I recommend them to the chairty and forbearance

of my family, and it would be well if the whole estate were set in such holdings.

6. Knockanacooltie. Another part.

Set to Owen Moriarty from May, 1752, for thirty-one years with several clauses of improvement, and at £16 17s. 4d. rent. He is one of those specified in the foregoing remarks, and one of the toughest to get rent from.

7. Knockanacooltie. Another part.

Set to Henry Duggan in trust for another Moriarty, who married his cousin, from May, 1752, for thirty-one years for £12 17s. 7d. rent, and various clauses of improvement.

This is the most honest, punctual and endeavouring man among them and deserves encouragement.

Added at a later date :

The two former Moriartys run so much in arrear, that I was obliged to eject them both, and this lad now holds the three lots under the counter security of Henry Duggan for two of them, and of one Shine, brother in law to the tenant, for the third. He pays his rent tolerably punctual, which is much as the times are bad in this year 1760, and deserves to be nursed and encouraged.

There is no No. 8 in the MS.

9. Ballydribeenmore.

Rent, £12 13. 0. This farm was set by my father to Sam Crump for the term of 99 years, and, as it is within less than a mile of the town, cramps it very much. It is very much for a Roman Catholic to set these long terms at all as the laws don't suffer us to purchase, and of course all the advantage that can accrue to one's family, is by falling in of leases, and rise of time ; and the vicinity of this farm to the town still enhances the inconvenience.

10. Fyres, Corrovally and Gortalassa.

Rent, £63. This farm was set by myself to Charles Connor at a considerable rise in 1753. The young man is honest and punctual and his ancestors ancient tenants on the estate, which entitles them to the patronage of my family in after times ;

though considering the goodness of the grounds it will be probably the interest of our family to divide each denomination it consists of into separate farms.

Added in 1760 :

The tenant punctual and honest.

Added at a later date :

Since the above note in 1760 Charles died and was succeeded in his farm by his brother Michael, an idle, litigious indolent puppy as any on the estate.

II. Gortshan[av]ohy.

Rent, £84. This large farm was by my grandfather set to the Plunkets; after in the confusions of civil war, and partly by highhand, Art. Herbert, Senr., got into it, and took a lease on't from Asgill. My father on getting into his estate imagined all Asgill's leases void, and attempted cancelling them, and particularly this lease of Görtshanavohy, as may appear by a case relative to it, and several opinions of lawyers now in my possession. However, whether from fear of revolting this country into clans against him, then a stranger (as afterwards happened about the Castle Island estate), or from desire of not having his own life stand out against him (as Asgill ever made him one of the lives in his leases) he took surrenders of this, Killanear, Mullahiff and other farms of the Cusmang Estate, and gave them new leases of three lives on the same terms.

This short history of their possession, which has been above fifty years, plainly shews what an interest they have in it, which is by all accounts above £200 per annum, and though their undertenants are as substantial and punctual as any in this county, my agents can scarce get my rents from them*: in short, whenever the only life now outstanding, viz., Parson Herbert of Castle Island, falls it should be set in at least 4 or 5 lots, and the present undertenants (if they don't clan with the family in undervaluing it) should be prefer'd; at all events by despising their underhand practices, there will be no danger of tenants, as clanning is much dropt in these parts.

N.B. Great attempts of encroaching on these grounds have been made both by the Merediths, and the tenant himself, as

* *Note in margin*: I threatened to eject the father in 1749.

my Estate means here with the Signory of Castle Island and Currens; which should be a lesson never to set any man's lands, that bound him in his own estate.

Added at a later date:

Return of the value of the lands of Gortshanavohy, Parson Herbert's farm, made by P. Curdayne, 1759 :

	£	s.	d.
Killeagh, tenanted by Edd. Bastable's sons; under dairy cows	70	0	0
Knockadirig, sd. Bastable tenant (a slate house) rent	45	0	0
Farnfour, set for £21, value	30	0	0
Gortshanavohy, set for	63	0	0
Rossnunaine, set for £21, value	30	0	0
Gearigh, set for £28, value	32	0	0
	<hr/>		
	270	0	0
Present rent	84	0	0
	<hr/>		
Rise	186	0	0

P. Curdayne valuation of Gortshanavohy according to rents paid out of it, Oct., 1767 :

	£		
Gortshanavohy cottiers	100	per annum.	
Rossnunane, present rent £29, value	46	"	"
Farnfour cottiers, pr. rent £40, value	50	"	"
Killeagh, 2 parts, 1st Browne's, value	45	"	"
Do., the other part, value	45	"	"
Knockadire[in] Ed. Bastable's lands, value	40	"	"
Gearegh, Charles Bastable, value	26	"	"
	<hr/>		
	£352		
Present rent	84		
	<hr/>		
Rise	£268		

12. Rathmore East, Shinnagh, Lissic Connor, Clonths, Moynish, Srone, Knockeenalicky and lands of Poulagour.

Set by myself to Danl. Cronin, Junr., of Rathmore, at

£82 8. 6. rent for 31 years from May, 1748, with a condition of renewing said lease for fifteen years longer upon the condition of his keeping six looms constantly going on his said farm, and manufacturing five hundred yards of linen of a certain breadth yearly.

1732. Upon the former setting of these several large farms by this lease by my father, to his then agent Dan. Cronin, Senr., he gave him a bond to renew it for 31 years more at the expiration of the first term of 31 years; under a penalty of £1,000 to be paid by his heirs, if they refused to comply with his said intention. The year after I came of age, when sixteen years of the first term were elapsed, I accordingly upon the son's application, renewed it to him for 31 years from May, 1748, and a covenant of a further renewal for fifteen years at the end of said term, upon the tenant's performing the above clauses in respect to the linen manufacture; which complete the term of sixty-two years.

Though my father was either imposed upon, or did not sufficiently consult the interest of his family, in setting so many and large improveable farms to one man (who indeed by this and other leases to himself and kindred, held three fourths of the parish of Kilcommin), yet the roads were then so bad, and the reputation of the county so indifferent, that few strangers would have been induced to settle there. Now by the turnpike, which runs through it, it is within 20 mile of Cork; the improvements made by the tenant shew how easy it is to reclaim, and whenever this lease elapses I don't believe there is any part of the county strangers would be so fond of. It would bear dividing into at least six large farms, and though the tenant has built and greatly improved the one he lives on (which he'll deserve the preference of) yet as then my family will have enough to take them besides Cronins and Moynahans it will be the utmost neglect of their interest if they don't divide that country into farms of at most 300 acres each, instead of plowlands and kneeves.

In the year 1758 upon some disputes between the tenant, Mr. Cronin, and Art. Herbert, Esqre., of Cahirrane, relative to some holdings he had bought from an undertenant of the latter's, that gentleman gave him to understand that his then ease of these concerns was open to the Popery Acts upon I

imagine being more than $\frac{3}{4}$ its value. As he was extremely alarmed at this threat, which he thought the other likely enough to enforce, he applied to me to take out an ejectment against the concern which he would not oppose and that he would afterwards agree with me to advance his rent so high as would put it out of the power of malice. Accordingly we agreed on our conditions and the rent now stands at £221 per annum till May, 1763, and after from May, 1763, to the expiration of the lease at £235 per annum. The lands of Clounteens, Hum Sullivan's and Gortanahanboy, before held by Mr. Cronin, are inserted in this lease and the reason of the rise of fourteen pounds per annum at May, 1763, is that the last lease mentioned does not expire till that year when, upon a new agreement, Mr. Cronin raised the rent that sum.

The reason for inserting both these lands is to entirely alter the nature of the former lease in which the rent was but £84 per annum for Raghmore (*sic*), £8 per annum for Clunteens, and £20 for Gortanahanboy and exclusive of what other consideration I gave the tenant, my bond was passed him for £1,000 at 5 per cent., which till discharged will create a defalcation of £50 yearly upon his rent. The precedent of inserting so many lands in one lease is, however, in general bad in so depopulate a country as my Kerry Estate and should not be followed by my posterity.

13. Rathbeg East.

Rent, £28 7s. od. This farm was set by me to Hum. Moynahan, 1748, upon a proposal accepted by my father though through the ill offices of Danl. Cronin, Senr., my father's agent, the tenant before could never get a lease on't. As the rent is very cheap, I inserted many clauses of improvement in this and all my leases not so much from the expectation of their being performed by such indolent persons as my tenants (though they would greatly redound to their interest) as that my family may upon expiration of the leases have a just excuse for dividing their farms and setting the land to the utmost penny or turning them out as they'll judge most advisable. The turnpike road skirts these lands and brings them within 20 mile of Cork and is at present cheaply set as with the small denomination in the next number it contains 2,000 acres.

14. [Rathbeg East]. Another part. Rent, £5 5s. od.

Set in 1748 by me to Derby Moynahan, brother to Humphry. The old proposal for it was accepted by my father. It is part of Rathbeg, the tenant honest and punctual in his payments, and farms of this size should be encouraged.

Added at a later date :

Humphry Moynahan has since on many occasions shewn himself a wrangler and dishonest, as particularly in screening a villain that robbed Cronin of Rathmore in 1756. He likewise encourages and shelters a wicked clan which is everywhere a vile practice, but of worse consequence in this country naturally much addicted to them. His people, therefore, if they don't much alter their manners should be kept under and discountenanced by my family.

Further addition :

October, 1767, on my journey to Ireland this year I found a wonderful alteration in his children, as all of them except Arthur are as industrious and improving as on the estate and he even equal to most of my tenants. The others I strongly recommend to the protection of my family in case of accident.

15. Coom.

Corn[elius] Leary. Rent, £29 18s. 6d. This farm was in 1748 set by me to the tenant who has married and lives near Bandon, Co. Cork. It was, of course, with great reluctance I would receive his proposal till he had given me the strongest protestations that he would build and reside on my estate if he got this spot which he said was the ancient residence of his family, my fosterers, &c., with much Irish "Thrash" [trash] to this purpose, not one word of which he ever performed. His under tenants are very honest, however, and punctual in their payments, though his income out of it is of more value than my rent, as indeed are all the farms I set in 1748, the year after I came of age, from my depending too much on agents, not inquiring by other means into them and hurry to return to England, were set excessive cheap.

Added at a later date :

The cottiers on this land will deserve the preference as very

industrious and it will be of the utmost consequence to encourage settlements of people on these mountains.

16. Coom.

D. Leary. Rent, £29 18. 6. Upon setting this in 1748, I divided it into two and gave part to the uncle Corns. as before and this share to his nephew, Derby; and whenever it comes to elapse it will bear being divided into 6 divisions at least. The nephew lives on it, is very indolent and though he has a large profit more than my rent in it neither pays his rent well nor improves it, consequently deserves little favour. In the article of improvement no farm in this country lies so advantageous for it as this and Maseraur, as besides that the ground is a clay and naturally good if it was drained. There is as fine a limestone quarry as any in Ireland on the land and turf in abundance all over it.

Added at a later date:

If this tenant is continued on the Estate as he has a large family and is an object of charity, besides being related to Abbé Crowley, he should get a farm elsewhere and this as excessively capable of improvement be set to more industrious people.

17. Knocknamucklagh.

Rent, £16 16s. od. This farm was by my father 18th Sept., 1732, set to Tho^s. Fitzgerald for 31 years and some clauses of improvement.

The tenant was ever a very idle fellow; his interest though very considerable has these many years been made over to John Murphy, M^r. Chute, etc., and the last gentleman has ever paid the rent into my office except a trifle which Fitzgerald was always slow in paying and "teazing" me by O'Sullivan his uncle for forbearance. I should always recommend it as a maxim to my family never to set their lands to such as during the former term had so little industry as to mortgage their interest to others or to such who were too good gentlemen to condescend to occupy, improve and reside on them. This farm lies in a good country and will at its expiration rise considerably. The clauses I am convinced were never executed.

A valuation made in 1760 follows.

18. Killanear, Ballaghcommaine, Rathmore, Droumreague, Leamnaguilybeg, Leamnaguilymore, Inchcearragane together with Rahilly's closes near Killarney at the yearly rent of £89 5s. od.

These several farms (any two of which are by the best informations worth the rent) were after the civil war and during the misfortunes of our family leased by J. Asgill to Ed. Herbert, Senr., of Kilcow. The much boasted services that family at that time rendered my grandfather may best be understood by a bill in my possession filed by my Uncle Weldon against my father claiming his wife's fortune. After my father's coming to his estate this and every other of Asgill's leases were renewed on the former reason, often mentioned, of my father's being one of their lives and the new inserted lives were Mr. Herbert, Junr., who about that time married my aunt, Pierce Hasset, of Ballyseedy, since dead, and Ed. Herbert, son of Arthur, since parson of Castle Island.

In the year 1754 upon Mr. Herbert's settling in England as agent to Ld. Powis he wrote to me to desire I would renew this lease to his son Ned. His original letter and copies of my answer and refusal to be seen among my papers. My motives were that this interest (if to be set in parcels by my family) would be worth from 2 to £300 per annum additional rent and that in my apprehension I had amply repaid him for any pretence of services he could urge by a present of £4,000 balance of money due from him as my agent to me at my coming of age, which I hereby declare I have met with little acknowledgment for.

Hereupon he thought fit to drop further correspondence with me, but after, upon an application directly from Coz. Ned, I was content to exchange his life for either of the two then extant, viz., his father's or the parson's. After, upon his father's surrender in 1755, I renewed it to him for his father's and his own life instead of the parson's which was attended with some acknowledgment from the father and cool civility. I am thus particular that (in case of any accidents happening me) my family and exrs. may know on what footing matters stand this 28th Febr., 1756, and to obviate any promise, engagement of friendship or obligation that as they have been to me so may to them be urged as a claim of further renewal.

N.B. After writing the above remarks the occurrence

happened of Art. Crosbie and Art. Herbert's claiming a share in the salmon fishery of my lake of Killarney in which he was pleased to join them by a very extraordinary letter from London, which is among my list of papers (endorsed dealings with Edward Herbert, Esq.) and may well show the gratitude and other accomplishments of that gentleman and his people. The transaction of said fishery will appear by reading the letters that passed between me and them and the opinions of lawyers taken on the subject.

Ingratum si dixeris, omnia dixeris.

Added at a later date :

In 1759, however, upon his son Ned my present tenant's inter marriage with Miss Cuffe, the daughter to L^d. Desart, I had so much regard to the young man's entreaty and his mother's memory as to add his wife's life to the lease, so that it now stands on his father's, his own and her's ; have had no reason notwithstanding to change my opinion of his father and his clan, but believe them as bad a sept as there are in Kerry or Ireland, and am determined myself, and recommend it to such as succeed me, upon no account to make any further renewals or alterations in this lease or have any dependance on the honesty or professions of their family.

Further addition :

October, 1767. I have since that time been under some obligations to the old gentleman and his son Tom for services rendered me in providing for a youth in the East Indies and for their zeal in an appeal I had in the cause with Whyte and assisting me to compound my suit with Demar [Damer]. I this year presented his third son coz. Nick to the livings of Hospital. In case of accidents happening should recommend to my son to cultivate with this family the friendship and usual intercourse of good offices among relations, but by no means to listen to any overtures of further renewals of this farm, as I am convinced my father's having changed Asgill's lives in it is near five hundred per annum difference to the family in the value and the improvement that would have ensued if it had been divided among 8 or 10 industrious tenants instead of being set to them.

Valuation 1760 of Kilnaneare, etc. : Ed. Herbert, Esq. .

Upper part of Kilnaneare, cottiers	..	..	£24
Lower do. do.	..	..	18
Rath. Flo. Sullivan tenant	..	..	20
Droumreage.* R. Chute, Esq.	..	..	30
Leamnaguilymore. Wm. Meredith	..	..	40
Leamnaguilbeg. John Murphy	..	..	25
Inchycarragane. Cotters †	..	..	17
Anahablagh. do. †	..	..	10
Ballacommane. Widow Sullivan	}	..	38
Derby Curtayne			

[Value, 1760] 222

[Present rent] 84

[Rise] 138

Further addition :

Coz. Ned Herbert died in February, 1770, a very worthy man, leaving his wife, a son and six daughters behind him. As I am godfather to his son I mean to do him service, but not in any further renewals of the lease of Kilnaneare, which I should look upon as a signal injustice to my family and as a sure means of preventing the improvement of a large portion of my estate. 18 March, 1770.

19. Longfield, alias Gortfadda.

Set to William Fitzmaurice 8th May, 1722, for the lives of himself, John his son, and James his brother, at different rents at the fall of each life. The present rent £10 10s. od.

The family are very honest people, and punctual in their payments. Imagine by the date of the lease the bargain must be a good one, but don't know the lands. N.B. To enquire which of the lives exist.

Added at a later date :

The lands good near the Mayne ; the tenant a very worthless fellow. 1760.

* *Note in margin :* Set 1767 to Jas. Curtayne at 12s. 4d. the acre.

† *Note in margin.* Some of the worst and most wrangling fellows on the estate, 1760.

Further addition :

Set by me on the expiration in 1770 to Jas. Mahony, Esq., of Battelfield, on lives for £35 per an. ; rise £24 10s. od. per an., besides a most improving tenant who will soon render it as pretty a farm as any on the estate.

20. Loghcarroo.

John Spring, Esq., tenant. Set to him by myself for three lives at £29 8s. od. per an.

This farm was given the young man by me at a cheap rent in compliment to his uncle Coun[sello]r Spring and on account of some improvements his father made. The family have some connexions with mine and are a good sort of people.

The present tenant no ways punctual in his payments and a coxcomb.

21. Rathbeg West.

Set 8th September, 1732, to Maurice Hussey for 31 years at £20 per annum and fees, now tenanted and the rent punctually paid by Trant of Castlemain.

22. Rusheen West.

Set 7th October, 1732, for 31 years to Dan Cronin of Rathmore for £20 per annum and fees with some clauses of improvement. Quaere if performed?

This and the land of Rathbeg is at present of no great value as the tenants never laid out anything towards reclaiming them but there is not the farm on the Estate would pay so well for improvement. Counr. Spring has by banks on the opposite side brought in a curragh from being worth nothing to set for 18/- per acre and there are above 150 acres of as good ground and as reclaimable on these two lands. I should, therefore, recommend either that my family should execute these banks and drains before they set them anew (which would be the most profitable method) or else set them to persons of such substance and character as they judge most likely to perform them improvements of banking and draining.

23. Clounmelane.

A fine lot on the river Maine. Set by the first of my ancestors

that settled in Kerry to some of the McCarthys at two shillings a year chief rent.

If ever my family should be capable of purchasing, this farm would deserve it best of any in Kerry as it is surrounded on every side by our lands. It was offered to be sold me by McMahon the tenant at my coming of age but I ever avoided meddling in purchases as I scarce know the trustee I would depend on and wrangles of roguery on this head might stagger a man in the most determined resolution of (what is of all matters the most essential) his religion.

Added at a later date:

McMahon made me pay him fifteen pounds ster. for carrying the road from Killarney to Tralee through this land in 1759.

24. Coolkorkerane.

Set to John Barry by indenture, Ap., 1721, for the lives of him, of his brother Peter, and of Edmond Barry [? son] to Ed. Barry, of Knockreer, at £12 12s. od. yearly rent. The value of this farm is not so great as its convenience to the town of Killarney, which I have been at a great expense to improve and enlarge, for which purpose nothing can be of so much use as to divide among its inhabitants any farm that falls in its neighbourhood.

On a part of this land lies a most beautiful glen and to bring it into my part I offered to buy the lease of it from Mr. King, the undertenant, but was obliged to desist by his unreasonable price. This as it would furnish as great a beauty as there may be in any park in these kingdoms will well deserve being considered by my family on the determination of this lease.

Added at a later date:

P. Curtayne's Valuation, 1759:

Gyles Cooper's part	..	..	..	£18	0	0
Pt. Do. to cottiers	..	..	..	18	0	0
				<hr/>		
				36	0	0
Rent	..	..	..	12	12	0
				<hr/>		
Rise	..	..	..	23	8	0

25. Ballinillane.

Set by myself May, 1748, to Garret Barry at yearly rent of £23 2s. od. sterling for 31 years.

This and the other leases I set at that time were very cheap, as I did not then enquire much into the value of lands but depended mostly on the tenant's father and my then agent for my information. Among other assurances that induced me to prefer him to the former tenant, one Mahony, the chief was his intention to reside there which he never executed but for the first year. There are many clauses of improvement in the lease which I wish for my family's sake may have been executed and if they are not (as I believe) think any tenant's indolence will deserve being punished at the expiration of their leases.

26. Droumadisart, with several under denominations.

All of them large farms set by myself in 1748 to Daniel Mahony for 31 years at the yearly rent of £94 10s. od. ster.

This farm was within 4 years of the expiration of the first term of thirty and one years when I came of age but by the application of Col. Butler, of Westcourt, and the cunning of John Murphy (whose daughter the tenant Mahony had married) I was silly enough to renew it for him at £12 per annum additional rent. No sooner was his proposal signed but he began to cavil with me about some glins I intended to cople up for wood; then commences fine gentleman, takes jaunts to Dublin, is the last on the estate in paying his rent, runs in debt to everybody and in particular to one Mr. Wrixon, Co. Cork, about three hundred and fifty pounds. Afterwards in 1754, upon an application to me to lend him said money to pay Mr. Wrixon, his father-in-law Murphy and he gave in a schedule of the rents of the undertenants (and which upon inquiry I was informed was a just one) whereby it appeared he had one hundred and odd pounds profit exclusive of my rent.

In 1756 he died of the small pox; left children and his farm under the management of Murphy. This may convince my family that this farm will be very valuable at its next setting, that Mahony's generation deserve nothing from them, that it will bear and actually is divided into seven or eight considerable farms and held by as many honest industrious tenants, if they were not constantly harassed by Mahony and Murphy, and

above all will teach them I hope never to pay any regard to the recommendations of kindred or gentlemen who care not one farthing about the substance or industry of such fosterers or hangers on as they endeavour to shove off upon their relations or neighbours.

27. Ballybrack.

Joshua Markham, Esq., tenant on a lease of three lives at the yearly rent of £68 5s. od. sterling; set by me in 1753.

28. Kiltées.

Daniel Falvey tenant on a lease of thirty and one years at the yearly rent of £42; set also by me in 1753.

Both these farms were held by Falvey's father under me at the yearly rent of £31 10. 0. and at the expiration of the term set by me at £88 15. 0. profit, and though I hear they are set as dear as any land on my estate are still as reasonable as the common setting of this country and capable of great improvement.

Added at a later date:

I since in the year 1758 reduced Mr. Joshua Markham's rent to sixty pounds per annum and Dan Falvey's to thirty and five pounds as I understood they were extremely dear.

29. Ballincarrig and Mills.

Set to John Barry for 31 years from May, 1732, at £30 per annum and fees with clause for building an house and other improvements. Quaere if performed?

This is a large and valuable farm, has a village on it which may be worth my family's while to consider whether it be worth encouraging as this Kerry Estate wants nothing more than people. It will otherwise set to a great rise to one or more tenants. The present is an industrious man and employed by me (indeed without very great confidence) in some of my business for which he has a salary. He has a large family and whether from that or other reason has been ever in arrear for this and his other rents.

Valuations made in 1759 and 1760 follow, shewing rises as in similar valuations printed above.

30. Ardivoanig.

Set to Edmund Spring of do. at £29 per annum and fees for 31 years from May, 1732, and some improvements.

The tenant was the less likely to perform them as in a few years after getting it he sold the interest to Trant, of Castlemain, who ever since paid the rent "alto" [all to] about forty shillings in which he (Spring) was so faulty as my agents were commonly obliged to drive till his death, which happened a year or two since in miserable circumstances. However, the interest is so valuable that Mr. Langford, who acts for the minors, offered me a large rise if I would renew it which I refused him. It will set for at the least sixty pounds per annum additional rent and the tenant's family have no right to expect encouragement in it but should be given to more industrious people.

1759 valuation follows.

31. Gowlane.

It expired in 1753 when it set for £15 15s. od. sterling, and was then set by me to John Fitzgerald, son to the former tenant, on a lease of thirty and one years at £33 12s. od. sterling. If he pays his rent punctually as the rise is considerable his family will deserve encouragement from mine as old tenants and who have always had the character of very honest people.

32. Skaha.

Set to Richard Meredith for £12 12. 0. for the lives of Richard, Will and Ann Meredith. The men alive, though old and sickly; the woman long dead. This farm should be set to industrious people and not to gentlemen who rack the undertenants and scarce vouchsafe to pay their rents. I know little of the value of the interest, but believe it must be considerable as it lies on the Mayne, was set in 1721 and taken by a man who would not have interfered even then without he had a great bargain.

Added at a later date:

By Pat. Curtayne's return in 1759 it was set by Meredith at £28 sterling.

P. Curtayne's return in 1767, held by cottiers at £29, value £55 per annum.

33. Coolbuane and Coolicky and pt. Incharragane (*also spelt Inchycurragane*).

Set to David Barry of Knockreer by indenture 29 [—], 1721, for £35 and fees for three lives, viz., himself and brother Peter and Will. If alive, excessive old.

The tenant a very honest man and punctual, though no improver. The farm is mountainy but large and must be of good value on its expiration as set so many years ago.

The tenant has no children and the land should be set in two or three distinct farms.

Added at a later date:

P. Curtayne's valuation, 1759 (*details given*), total, £68 16 0.

P. Cutayne's valuation, 1767 (*details given*), total, £99.

The last [Inchicorragane cottiers] should be set to said cottiers, and it is a mountain and if they are industrious they are more likely to improve it than dairy cows.

34. Droumore.

Set to Richard Mason for £28 7s. od. for three lives, viz., James Mason, of Killarney, Esq., George Bastable, son to George Bastable of Droumore, and William Raymond, son of William Raymond, of Knockasartnet. Lease dated in 1729.

Memd. Enquire about Bastable and Raymond.

This land lies towards the Main and is good land; will be valuable whenever it determines.

35. Mullahaffe—a part.

William Meredith, Esq., tenant. Rent, £57 10. 0. Set originally for 3 lives, the only remaining one whereof at present is his own and that a very indifferent one.

P. Curtayne's 1759 valuation, *which follows, shows that this division included denominations named Clounlarah Island, Clash, Scartione and Inchyan* [].

36. Mullahaffe—another part, called Conniers'.

Richard Chute, Junr., Esq., tenant. Rent, £54 16s. 8d. Held at first by his father, Richard Chute, Esqre., for the lives of three of his children, all of whom being determined except Margaret, I at his request gave the new lease to his son for his said son's life instead of the said Margaret's last year, 1756.

Added at a later date.

The father a very sensible man and polite as to any commission I give him at Assizes where he has a good interest.

Valuation 1760	£80	0	0
Rent	54	16	8
	<hr/>		
[Rise]	25	3	4

A good slate house built thereon since the son took it.

37. Mullahaffe. 3rd part, called Odell's.

Rent, £40. Set to John O Dell, of Bealdorogy in Co. Limerick 7th Nov., 1728, for three lives, viz., of himself, Edward and George O Dell, his brothers. He is alive though old. Quære if the brothers are or not?

1760 and 1767 valuations follow.

These three lots of Mullahaffe comprehended in one would make one of the richest most capacious and improveable farms in Co. Kerry and, therefore, I should strongly recommend to my family not to renew or prolong any of the leases. The value on them will rise prodigiously if set in any way, but as it is already the best spring fair in the Co., midway between Tralee and Killarney, limestone and excellent ground, and watered by the river Mayne, I should recommend to my family not to set any of the three lots that should first expire for a term of years, but only from year to year till they all come in. Then if the increase of wealth or industry will bear building another town on my Kerry Estate, or if any gentleman from Cork or the North could be induced to set up any manufacture of linen, hemp or woollen on the estate, no place so fit for it, as the land is equal to produce anything, the distance from Killarney and Tralee (eight miles from each) will bear a market on getting a patent for one. Moderate encouragement would bring artificers and tradesmen to settle on so fertile ground and nothing could contribute so much to the improvement of the Castlemain Estate (the cream of the Kerry Estate), and particularly the "corkous" [corcass] ground thereabouts, as a town or considerable village in the midst of them. Especially as Castlemain is always like to be a beggarly hole.

38. Dooneen and subdenominations.

By lease to Daniel Cronin, of Knocknagree, 27th Sept., 1752, at £31 rent for 31 years.

The tenant is since dead and his family extinct with him, though the loss was the less as on his deathbed he acknowledged the having changed the bounds of the estate on another farm he held called Knocks. He devised this and several other farms of the estate to his cousin Cronin, of Rathmore, who though an honest man holds too much of the estate in his own right to have it the interest of the family to continue him in these bequeathed farms whenever they expire. Part of this land my family will probably require to take the Glin of Coolcorkerane into the deer park. The remainder will set to a good rise either in small parks to accommodate the town to which it is convenient, or in farms. There is a slate house and wood on Dooneen; a fine glin on part Kilbrean fit for wood if copped.

Added at a later date:

Nov. 30th, 1758. Memd. Agreed with Mr. James Bland to renew to him for a lease of three lives the lands of Dooneen and Kilbreanbeg at the yearly rent of thirty pounds sterling and fees at the expiration of the present lease, reserving unto myself the lands of Ballydribeenbeg and what King holds at present from D. Cronin of what is contained in the present lease.

39. Conniger and Mills.

Set to Richard Chute, Esq., by myself in 1748 for a lease of three lives at £24 15s. 4d. per annum.

This farm was first set by my father to Thomas Herbert, son of Art. Herbert, of Currens, who broke upon this farm and Rossmore, was ejected and was upwards of £300 in arrear to me at my coming of age, at which period by the intervention of his cousin of Muckruss, my then agent, I was content to take my arrear in small sums at different periods and reset the lands to his brothers in law, the present tenant, Chute, and Bas. Herbert, the farm of Rossmore at the rent my father got for them. Though kindly he was dealt with in this by his confession yet it could not prevent his being more petulant and ungrateful than the rest of his clan in the dispute about the fishery. This land is good and set very cheap.

and more industrious than most in their neighbourhood and will deserve to be favoured by my family whenever it expires.
Added at a later date:

Memd. Agreed to renew his lease for another term of thirty one years at £33 sterling and fees.

Figures showing rise in value follow.

43. Knockaninane.

A large mountain farm renewed by myself about 1752 to Derby Curtayne at the yearly rent of £30 6s. od. for thirty-one years from said term.

At my coming of age in 1748 I found most part of this estate a great dreary waste without a passable road in it, limestone in the mountains but no way of coming at it and the whole in a state of nature without any attempt of improvement. I first prevailed on the gentlemen of the county to apply for a turnpike road to Cork and lent the money to pay for passing the bill to Murphy the undertaker which road will be of the utmost service to this country. I next offered "praemiums" in imitation of those of the Dublin Society for ditching, draining, planting. These (however, from my absence in England then I was great[ly] imposed on in the bestowing of them) at least served to give me some notion of the industry of my tenants and as I found this young man one of the most enterprising and active I since renewed his lease to him in 1752 at the old rent though a great bargain. Afterwards as I found these and the other lands about it, though of no great distance from the quarry of limestone, laboured under almost an impossibility of manure from the badness of the roads, at my own expense and with some small assistance of my tenants I undertook, and hope this year 1757 to complete, a road twelve or fourteen feet in the clear and well gravelled leading from the quarry of Lissiviggeen to the quarry of Maserawr, twelve miles at least in the length, by which, and by the turnpike road, none of the mountain farms will be above three miles remote from one or other quarry which is of the highest use for tillage and all improvement.

Moreover, as I always found this tenant the most docile and apt to follow my directions of any man among them, I strongly recommended plowing to him and for his greater encourage-

ment engaged to take from him as rent any quantity of oats at ten shillings our barrel (18 picks) allowing him liberty to sell it at market if he could get a better price for it. He has since paid his rent by this method and brought in mountains, which I myself remember a grouse could scarce walk on, to be worth some shillings the acre for which his family will deserve the friendship and protection of mine as the first that showed a pattern to the rest of the advantage of tillage.*

44. Knockaninane, another part.

Daniel Rahilly, tenant. Rent, £1 4s. od. yearly reserved out of my father's lease of Knockaninane, set in 1732, by a clause in said lease to Justin McCarthy of Ardcanagh in favour of said Rahilly. Expires in 1763.

This Rahilly is a great wrangler and his son as bad. If when the lease expires my family choose to provide for any industrious cottier it will well answer that purpose. Otherwise Curtain, the tenant to the rest of Knockaninane, will readily take it.

45. Part of Kilbreammore.

John Ferris, tenant; set by myself in 1748 at £5 5s. od. rent with sundry clauses of improvement.

At the time I was vilely imposed upon by John Murphy by setting him this and other lands at a trifling rent upon his engagement to carry on a linen manufacture, bleaching, etc., in which he has ever since cheated me and disappointed my intention of promoting industry in the county. I set this small plot to Father Owen Ferris, then parish priest of Kilcommin, who built a good staunch cabin thereon and left it to his brother John, who is since punctual in paying his rent. These kind of tenants should be always encouraged by my family and it would have been very happy for them if the several farms had been set to such in divisions, instead of such a rogue as Murphy.

Added at a later date:

John Ferris has since sold his interest to James Mahony of the Point. 1760.

* The progress made on the estate in this direction is indicated in the returns printed at p. 431 *et seq.*

46. Scrahanaveel.

This farm comprehending these denominations, viz., Scrahanaveel, Maserawr West, Meenakissagh, Meentoges and Readrinagh were set by my father to John Duggan the elder at yearly rent of £33 12s. od. sterling and upon the expiration of said lease were renewed by me to his son, John Duggan, for a term of thirty-one years at the yearly rent of (*added later*) seventy-six pounds ten shillings sterling from 1758.

Though it was against my accustomed rule to set so many farms to one tenant, I broke it in this case as the family are very honest and punctual people, as the young man resides on the land and I am informed holds no other either on mine or any other estate, and principally as his near relation and my principal tenant in Kerry, Mr. Cronin of Rathmore, was at this period extremely jealous of me for setting the subsequent farm of Knockduragh, etc., to Mr. Mahony of Dunloe in pursuance of my scheme of planting my mountain farms with others besides Cronins and Moynahans; and though I persist in said resolution yet at this crisis I preferred Duggan not to alarm the clan too hastily, who are the richest people in this country and might seek establishments on other estates, but rather leave to time the execution of my project which in case of accidents happening me I recommend to my family.

The Duggans are very honest people and will be ever as good tenants as any in their country.

Added at a later date:

The poor young man died within a fortnight after taking these lands from me, of the small pox. Every sub-denomination will upon the next setting be a good farm in itself.

47.—Knockduragh, etc.

Mr. Cronin paid £26 5s. od. sterling in my father's time for this farm and I this year set it to Mr. Mahony of Dunloe for thirty and one years from May, 1758, at the yearly rent of £35. It is cheaply set as my aim in setting it was to encourage strangers of substance to settle in Slievelogher and Mr. Mahony is a man of substance and an honest man.

I could have got ten pounds per annum advance rent by dealing with Cronin.

Was some years since set by myself to O'Donoghue* in trust for the children of said McCarthy of Five Mile Bridge, with many clauses in said lease, for £50 7s. 6½d. yearly rent and abatements at stated terms.

The case of these people seems to be not common with the rest of the tenants since, though in every patent granted to my family these lands are constantly mentioned and in the claim made before the trustees in 1701 in favour of my family they were particularly expressed and granted, the then tenant McCarthy objected to my family's right and was foiled therein and after took a lease from the family and stood at but £10 rent for lands worth £150.

N.B. Said proceedings should be further inquired for.

Now the notion of the country is that my family were trustees in these lands for this family of the McCarthy's and most of the rent they pay is the interest of a sum lent by myself to O'Donoghue of near £400 (for security of which I have also his bond) whereby he stopped an execution obtained against all the substance of said McCarthy at the suit of one Barry of Dunos[? teen], Co. Cork, and now pays my rent and the interest of said sum very punctually. I do think while this family behave with proper respect towards ours they are justly to be treated with great tenderness both as to their rents and renewals of their terms as that the smallness of their rent formerly seems to imply their not being totally void of title (though the smallness of the yearly rent of Killeen, a district of more value, shews it may as well be owing to the beggarly state of Ireland in those days), however, I don't think but that my posterity have a just title to some proportion of right to a rise of rent on these lands when they expire, but with an allowance for this report, and I recommend that in case of any distress or want of money among them they may protect and relieve them on the easiest terms to protect them lands, the centre of my estate, from being the subject of "chickan" [chicane] and wrangle.
Added at a later date:

Memd. I this 26th day of June, 1759, accepted Stephen Pendergast's proposal for Knocknacullig (exclusive of the mills) for £24 sterling and fees.

The mills I agreed to set Dennis Leary of Doon[? rine] at £3 10 0 sterling and fees.

* Vide p. 258, *infra*.

Figures follow shewing a rise in value in 1758 of Kilquane of about 50%.

53. Knocknaseed.

William Freeman, Esq., set in 1752 for a lease of 3 lives to said gentleman in trust for Henry Duggan, the resident tenant thereon, for seventy pounds sterling and fees.

This with several other sub-denominations was formerly by my father set to Richard Esmond, Esq., at the same rent. After his death it came to Walter Esmond, Esq., his brother and a person of good fortune, and it was taken exceeding cruel in me not to have renewed him the lease at the same terms as being my distant relation, though he and his brother had before for 31 years enjoyed fourscore pounds per annum out of it and I on the new setting raised the farm about one hundred pounds per annum after setting it in three divisions to as punctual tenants as himself.

The tenant who now occupies this part held it formerly under Esmond, has an excellent farmhouse on it besides a quantity of excellent ditches and other improvements, is as honest and punctual a man as there is in the province and highly worthy of the regard and friendship of my family. The rent he pays was the full of the old rent for the three shares.

54. Gortdearrig and Gortnaguane.

Set by myself to Danll. Cronin, of Rathmore, in May, 1748, for the term of thirty-one years at the yearly rent of ninety-four pounds ten shillings. The former rent in my father's time stood £48 16s. 6d.

present rent ..	£94	10	0
old rent ..	48	16	6
			6
rise ..	£45	13	6

The tenant pays a very considerable rent for these lands and has expended considerably in improving them for which his family should be at all times encouraged.

55. Beheenagh.

A mountain farm joining Kilquane and Droum, set by myself in May, 1748, for 31 years to one Andrew Moynahan,

a nephew to the Barrys, for £8 8s. od. sterling; the former rent, £4 4s. od. ster.

The present tenant a beggarly fellow and of but an indifferent character. The farm close to the turnpike road so upon expiration will have many to take it. Many clauses of improvement in the lease none of which supposed to be executed. The farm should hereafter be set to more civilized people and is of a sufficient size.

56. Knocknacarra.

This was in my father's time part of a grand lease of several denominations called Knöcacapull, Gullane, etc., set to one Mahony and on the expiration rose amazingly and was set to Hum. Moynahan, of Rathbeg, and this part on't to Morto Murphy, son of John Murphy.

The pretence for his taking this at £42 ster. and receiver's fees was as he was employed by his father in executing the turnpike road to Cork his father and he represented they could not proceed on the line from Killarney to Millstreet without some land to keep their horses and people on. My zeal for the road was such that I accommodated them with this at said rent and with another large division of Knocknaseed at as reasonable a one; and the return I met with for it was their running in arrear with me for near £300, which I was obliged to take in oats, potatoes, etc., as they were a parcel of beggars.

His father-in-law, Moynahan of Rathbeg, has now an assignment of this farm and pays the rent punctually, but I insert this memorandum as one of the many knaveries practised on me by John Murphy and his children. The land is dear at present.

57. Gortanahanboy.

This land was by my father set to old Cronin of Rathmore in 1732 for £20 sterling and fees for the term of thirty-one years.

The son keeps cottiers on it who have not much improved it. It almost joins the farm of Rathmore so it is very convenient to him and doubt not but he will bid well for it on its expiration. Patrick Curtain's valuation of it on its expiration is at £38 sterling. It lies as convenient to Knockduragh (the farm I lately set Mahony of Dunloe) as it does to Cronin and, if he bids

me as good a rent, do at present propose to give it him, as Cronin holds too much already in his own right, and that of Cronin of Knocknagree, and cannot conceal his displeasure and enmity to Mahony for interfering in them mountains, which shew I was right in encouraging him there.

58. Ducarrig.

This large farm consisting of two plowlands and nine gneeves was by my father in 1721 set to Daniel O'Donoghue for 31 years at £45 sterling and fees.

On its expiration in 1752 I had a great mind to have changed my tenant who is an idle proud branch of the O'Donoghues of Glanflesk and had never paid his rent to satisfaction; however, was by much entreaty prevailed on to renew it to him for 31 years more from 1752 at double the rent, viz., £90 sterling and fees with many covenants of improvement, and though he is not very punctual still yet I find him more so than he was while he held the land at half value. As to improvements he is not the man to make any though many are mentioned in his leases. Whenever the lease expires this concern will bear being divided into six or seven spacious farms and as I have brought Mr. Mahony of Dunloe, his brother of the Point, Gyles Cooper and other industrious people into the neighbourhood tenants enough will be had to take them. It lies convenient enough to the turnpike is very rugged and mountainy but too good for its present tenant or his sluggish proud generation.

59. Droumvickbane, Faghabane and Faghkilly.

Being 12 gneeves set indenture 10th April, 1730, to Andrew Morrogh for 31 years at £18 yearly rent and fees, with some clauses of improvement.

Pat Curtain's valuation :—		Yearly rent.
Faghkilly to cottiers	.. ..	£24 0 0
Faghabane, D. Curtayne	.. ..	12 0 0
Droumvickbane, set at	.. ..	9 9 0
		<hr/>
		£45 9 0

Tim Riordan's valuation:—

Faghkilly to cottiers	..	..	£28	0	0
Faghbane	..	..	20	0	0
Droumvickbane	..	..	17	0	0
			<hr/>		
			£65	0	0

£20 yearly difference between 'em. Riordan most to be depended on as Derby, brother to my other valuator, is tenant to the concern.

This farm was set so cheap at its present rent by my father to his valet de chambre who married my mother's maid. He left one son and some daughters, the eldest of which the mother married to my improving tenant Curtayne, and to gain him gave half this farm and half her husband's substance to him to the prejudice of her son and the other children. If he or she takes it it shall be at near the full value as my children and the interest of my family are what I shall consider.

Added later:

April 8th, 1760. Agreed to take forty pounds sterling per annum, reserving to myself the friar's holding. Friary valued at forty shillings, the same tenants.

[New rent]	..	£42
[Old rent]	..	£18
		<hr/>

£24 rise.

60. Tiernaboule.

Myles Sweeney, tenant. Set by my father May, 1732, for the term 31 years at £24 sterling and fees, with a clause of building an house (since executed) and planting. Quaere if done?

P[atric]k Curtayne's valuation:

Part set to Hum. Huolahan in his hands	..	£21	0	0
Do. set to one Rahilly	..	9	9	0
Do. set to cotters Gortacarrun	..	26	0	0
Cullcuslagh, another part to cotters	..	15	0	0
		<hr/>		
		71	9	0
Present rent		25	4	0
		<hr/>		
Rise	..	46	5	0

No valuation returned by Riordan.

The cottiers on this farm to be continued and their rents not screwed up, as they are some of the most industrious and laborious on the estate and have done a great deal in their precarious tenure. The remainder of the farm will set to industrious inhabitants of the town, as very convenient to it, in two or three lots. Bat Houlahan, tanner, and young Morrogh, shopkeeper, thriving lads, hold no lands under me. Crasswell, a man of substance, honest, deserves to be encouraged. Lime very contiguous at Lissiviggeen.

Added at a later date :

One Stokes living on the land carries on the combing and worsted spinning trades. 1760.

Island to Stokes	..	..	£16	0	0
Gortavody cottiers	..	..	10	0	0
Gortacarren cottiers	..	..	20	0	0
Culcuslagh M ^r . Bland	..	..	12	0	0
			<hr/>		
			£58	0	0

61. Coola.

This farm was set by myself soon after my being of age to Hum. Moynahan in trust for the family of one Lyne, the former tenant, for the term of thirty-one years at £45 3s. od. sterling from 1748.

I find upon comparing it with my father's rental I got a rise of not above three pounds sterling yearly, which shews how much I must have been imposed on then by agents and under-agents, as since I depend on myself and what intelligence I can get I never fail to raise my rents at least 25 per cent. and yet give the best bargains in the Co. Kerry.

The land is mountainy, being part of the high mountain Mangerton ; there is, however, a deal of land in it and cottiers inhabitants and must be a great bargain in cheapness by what I mentioned above.

62. Gortagillane.

Set to Chris. Galwey * from May, 1757, at the yearly rent

* Christopher (or "Kitt") Galwey was Lord Kenmare's agent for a number of years. He died in 1763 or 1764. I am informed by Fr. Reidy that his monument is in the nave at Muckross.

of £65 per annum for 31 years (quaere whether the lease has been taken out?), besides a small part let to O'Donoghue of Ross in charity to help to maintain him. The whole of this land was set by my father to Thomas Staughton, Esq., for £23 2s. od. sterling, so that there was a great rise on it besides the advantage of getting an industrious tenant instead of a gentleman.

[present rent]	£65 0 0
[old rent]	23 2 0
	<hr/>
Rise	£41 18 0

63. Gortdromakierry.

Set for 3 lives by my father to the Eagers at £42 per annum. The only survivor Ph. Eager. Quaere if he is?

The farm a large one, will rise much.

64. Traligh.

Set by myself to Hum. Huolahan in May, 1752, for £25 and fees and under many clauses of improvement which probably were never performed.

The rent but indifferently paid.

65. Scart.

Set by myself to Dan Sullivan for 31 years from May, 1748, at £22 1s. od. sterling and many clauses of improvement. The man has good substance and improved well an adjoining farm belonging to Ed. Herbert, Esq., with whom he is akin and was once a servant. Doubt much his performances under me: never lived on my land and now in Killarney town. Found him in some concerns of his not over fair.

66. Boulecullane.

Set by myself to John Murphy in May, 1748, for 31 years at £33 12s. od. rent and many clauses of improvement.

One of my main inducements for setting him this concern was his engagement to carry on the linen manufacture, and as there was a large settlement of cottiers on it I thought such a number of hands employed would serve it much. I was bubbled by his proposal. The poor people have been racked and broke and I dare say none of the clauses of improvement performed. Believe this and the former lands are cheap as they

were set in 1748 and on the expiration cannot fail of better tenants.

68.* Gryst Mills of Dienagh.

Being the Manor mill set by myself in 1748 to Morto Murphy, son to John, for 31 years at the yearly rent of £47 5s. od. sterling.

The tenant when he took it was to all appearance very industrious; since has become a sot and mortgaged this among other concerns to Mr. Dumas. The rent very ill paid but, however, secure as Dumas for his own safety won't suffer it to be ejected.

69. Knocks, a part.

Set by myself in 1748 to Michael Riordan for £27 6s. od. sterling per annum for 31 years with many clauses of improvement.

The tenant one of the most wrangling, beggarly vagabonds on the estate. The rent very ill paid and the land mortgaged by him to Dr. Lawlor and many others. No improvements made.

70. Knocks. T'other part.

Set by myself in 1748 to one Tim Mahony for £27 6s. od. per annum for 31 years with many clauses of improvement.

The use this fellow made of this land was to sell his interest as soon as he got it to Derby Curtayne, who has not done much on this land, for which reason neither Mahony nor he should have it at the expiration, but it will be a spacious farm for any other tenant.

Added at a later date:

Derby Curtayne, though an excellent tenant, holds lands enough for his substance in Knockaninane and Droumvickbane, and it is a common practice with farmers in these parts to take all the land they can possibly get without considering their sufficiency to stock or improve them.

71. Ballimoanagh, Inchicullane, Knockeenduff, Kilbreamore and Rathinane.

These five large farms (the most remote not three miles from Killarney) were by myself set to Martin Murphy for 24 years

* There is no No. 67 in the MS.

from May, 1755, at the yearly rent of £44 5s. od. sterling with divers clauses of improvement.

On my first coming to this estate in 1747 I found it a large barren waste with monstrous large farms, few or no substantial tenants and a general spirit of dirty poverty and indolence among all ranks. On inquiry into what methods would be likely to reclaim the inhabitants and bring them to some spirit of industry and opulence, like other parts of the Kingdom, none appeared so probable as encouraging the linen manufacture, which by taking in all sorts and sizes even to children, as well as by the schools furnished by the board, promised a speedy and infallible amendment. The public granted me four spinning schools and every other assistances I applied for.

As I was myself an utter stranger to the business I was informed it would be necessary for me to bring weavers from the North, and to this end I applied to John Murphy, who was then employed in building a bridge in the North, and I avoided setting the two farms of Rathinane and Kilbreamore to fix them in. He, like a true knave, seeing that my public spirit and eagerness about this plan laid me open to his designs, pretended to me that he had bred his younger son Martin for some years before to that trade, which he was perfect master of, that if I brought down said Northerns at my own suit I should never have peace from their pretensions and clamour, but if I would give his son the benefit of the land I intended for them he should fix twenty families of them at Inchicullane within a mile of Killarney, should build slated houses for them, procure looms, keep a bleach yard and manufacture one thousand yards of linen yearly (my ignorance made me think that then a great quantity). Pursuant to the above we entered into an agreement in Dublin. Now in consequence he built five houses and put four looms in each of them. Instead of bringing families from the North he picked up five vagabond deserters and broken weavers and established them as masters and I bound prentices to most of them who, after serving their time out, have been so far from being employed by him or them that all of them have quitted the country. The spinning schools, with the management of which I entrusted him, he employed to procure him thread for nothing. The looms the board paid for yet have mostly since been kept idle, the bleach-

yard ill supplied with bleachers and worse with materials. His roguery and neglect of the spinning schools made them be struck off. So that upon the whole instead of answering my intention of promoting industry and the employment and welfare of the poor I see myself cheated on't above one hundred per annum by a rogue to the sole use of providing for one of his sons.

Added at a later date:

Time will furnish the remedy, but the linen manufacture is still a sensible object and every method and opportunity of attempting it should be attended to.*

72. Gortdromrillagh.

Set by my father to James Mahony for the term of 31 years from May, 1732, the yearly rent of £30.

The tenant has built a good house on the premises, made many good ditches and other improvements and is a young man of good substance. The land will rise in its value in 1763 when it expires.

Added later:

November 23rd, 1760. Agreed to renew it to the tenant for a lease of three lives at £40 per annum.

73. Ardagh.

By me set to James Trant, Esq., from May, 1755, for the lives of James Trant, son to James Trant, of Castlemain, since dead, of Joseph Fitzgerald, son of Richard Fitzgerald, of Killarney, tobacconist, and of Andrew Fagan, son of Patrick Fagan, of Killarney, merchant, for the rent of £30 per annum. I set this to Mr. Trant in consideration of large improvements he was then carrying on in Killarney, which he since left unfinished. The farm is a very pretty one, has on it one of the finest woods on my estate and is good ground.

Added at a later date:

Mr. Trant in 1760 surrendered his lease to me upon some agreements made between him and Tim Riordan, to whom I promised a lease of thirty and one years.

* Vide p. 428 *et seq.* for scheme of encouragement of the linen industry subsequently adopted by Lord Kenmare.

As the wood on it is very valuable it is better for my family he should sell it to Riordan than any other as he is my servant and dare not prejudice the wood which is now even more valuable than the land.

74. Clashnagirrane.

Set by myself to Tim Riordan from May, 1754, for 31 years at the yearly rent of £60 sterling.

The farm is a large one and convenient to Killarney. The rent was doubled at this setting. The man who holds it has been very serviceable to me in over seeing my woods, letting me into the value of my lands and many other matters, for which I have both much regard for him myself and recommend him and his children to the protection of my family.

75. Mastergeehy. 1 part.

Set by myself to Pat. Curtayne for 31 years from May, 1748, at the yearly rent of £14 17s. 8d. sterling.

I have few tenants on the estate I have more esteem for than this. He is very honest, more sense than any of his rank, very industrious and improving on this little farm (which is all he holds from me). Has been of use in informing me as to the value of my land. Am determined to enlarge him with some better farm and hereby recommend him in case of accident to the protection and regard of my family.

Added later :

I promised to give him a renewal of this at my return from Painstown for 31 years. April, 1760.

76. Masterageehy. Another part.

Set in 1748 to Daniel Brenan for £14 17s. 8d. sterling, being the same rent and for the same term.

This is also an honest, punctual tenant and deserves encouragement. It would be happy for the family the estate was set in such small divisions and to such people.

77. Mauliarkane.

Set to Myles Sweeney of do, from 1748 for 31 years at yearly rent of £14 14s. od. sterling with several clauses of improvement. This and Leamiglissane was before parts of Saunders' lease of

K[nock]natagillmore, etc., but upon renewing that interest to him I took away these two denominations and set this to Sweeny, t'other to D. Leary. The man is industrious enough and pays his rent tolerably, but doubt much whether the improvements are performed.

78. Leamiglissane.

Set in 1748 to Dennis Leary for 31 years at yearly rent of £15 15s. od. sterling with several clauses of improvement.

The remark on the former lease relates as much to this.

The tenant is an honest, industrious, very punctual [man].

A limestone quarry on the land. Quære if the improvements be executed?

79. Annaghbeg.

Set in 1748 to Derby Sullivan for 31 years at yearly rent of £15 15s. od. sterling with several clauses of improvement.

Said Sullivan held the land for the same term before at the same rent and at the time of this renewal I could have at least doubled it, but as the man was very honest and had been more industrious on it than his neighbours to encourage such I did not raise him one sixpence. He died since and left it to his widow and only daughter, married to James Curtayne, who paid his rents punctually but doubt whether the improvements are performed.

Added at a later date:

The interest of it is of course valuable and will rise at next setting. The size such as I should wish all my farms. Though James Curtayne is a very punctual and industrious tenant, holds enough land besides it and henceforward it is much the interest of my family to people this part of the estate as much as possible. 1760.

80. Tuormore:

Set to Edmond and Daniel Sweeny from 1748 for 31 years at yearly rent of £14 14s. od. sterling and several clauses of improvement.

The tenants were uncle and nephew: the uncle held two-thirds and the nephew the remaining third part; could never agree about their shares, are poor and not over industrious,

so suppose the improvements not performed. The roads I made to the mountain quarries terminate in this farm and make it convenient enough to limestone. The land good and sweet for a mountain.

81. Sheheree.

Set by my father to Ed. Herbert, Senr., Esq., for the yearly rent of £26 5s. od. sterling during the lives of Thomas, Edward and Nicholas, his sons.

This farm lies near Killarney on the other side the River Flesk. The pretence Mr. Herbert gave my father for taking it was that he had no place at Muckrus, where he then lived, to keep workmen labourers, etc. He now sets it for £70 a year, which it will be at the least worth when it expires and then it will be the interest of my family to set it to people of less consequence.

82. Fyrees.

Set to Charles Connor for 31 years from May, 1753, at the yearly rent of £62 and clauses of improvement. The land is good, near the River Mayne. The rent was "rise" to the double on the last setting and is punctually enough paid by the tenant, who is an honest young man.

83. Knockatagillmore and [Knockatagill]beg.

These two with Leamiglissane and Mauliarkane were held by the tenant's father in one lease at £34 13s. od. sterling. I renewed them the two Knockatagills to Arthur Saunders at same rent in 1748 for three lives, viz., his own, his wife Lucy and Theophilus Bolton, his brother-in-law, and set the two other denominations to Leary and Sweeny.

The lands are mountainy and coarse. However, he sets them at more profit rent than my rent to undertenants. He is very slow in paying my rent, is become a gentleman and Justice of the Peace and of the kindred and clan of the Herberts, whose nephew he is.

84. Lissheen.

This, which is one of the subdenominations of Knocknaseed, was by myself set in May, 1752, to Tim Moynahan at the yearly rent of £35 with several improvements.

I took a fancy to this fellow upon the notion of his being a very industrious cottier under one of my tenants and though I knew him to be very poor set him this interest which was worth him £30 per annum profit rent. Instead of making his fortune by it he instantly took to drunkenness and roguery and was in less than three years obliged to sell it to Tim Riordan, whom he used his best endeavour to defraud by getting the benefit of an act of insolvency if I had not prevented him. Riordan is since punctual in paying the rent. I mention this as the strongest instance I ever met with of the impossibility of ever imprinting any idea of industry or amendment in the lower rank of Irish.

84. Knocknacpull.

This with Knocknacarrea, Gullane and three other denominations were in my father's time set at the yearly rent of £52 10s. od. sterling.

On the expiration of said lease I set Knocknacpull and the other subdenominations to Humphry Moynahan, of Rathbeg, in 1752, for thirty-one years at the yearly rent of £84 sterling and Knocknacarrea to Mortho' Murphy at do. time for do. term at £42. He since failed in paying his rent for the latter and Moynahan now holds both and pays the rent pretty punctually.

[Knocknacpull, etc.]	..	..	..	£84
[Knocknacarrea]	..	..	..	£42
				—
	[total]	..	..	126
	[old rent]	..	..	52
				—
	Rise	..	..	[£]74

Notwithstanding so great a rise the lands will be of much more value on their next setting when, as they contain four or five large farms, they should be separately set to so many tenants.

There are many clauses of improvement in the lease which were never performed, and particularly one for building four or five slate houses on the several denominations, none of which ever built.

85. Gortnatona: part of Ardagh.

Set by myself to Doctor Cronin 1753 for thirty-one years at yearly rent of £26 5s. od. sterling.

The farm of Ardagh was by my father set to Ch[arles] Hume at yearly rent of £35 sterling. I kept it some time in my own hands, but after set it in three divisions. Ardagh to James Trant £30 a year; this to Doctor Cronin £26 5s. od.; and Dunrine to Leary £23 2s. od.

Figures follow shewing rise from £35 to £79 7s. od.

The doctor was to build a farmhouse on his part, which is said to be done beside some other improvements. There is one of the best woods in Kerry on Trant's part.

86. Dunrine: part of Ardagh.

As per former note set to Dennis Leary of do. for thirty-one years from May, 1753, for £23 2s. od.

The tenant has built an excellent farmhouse on this lot besides an orchard and other improvements, very punctual in his payments and in all respects an excellent tenant.

87. Ballydiulea.

Another part of Ardagh omitted in the note on Gortnatona.

Set to Garret Sullivan for 31 years from May, 1753, at £17 17s. od. sterling yearly rent.

This tenant was also to build a farm house on the premises but doubt if he has done it; is not punctual in his payment and idle in all respects.

I enclosed a side of a "glynn" for wood on this concern.

88. Glinns in and about the upper lakes.

Set to Tim Riordan for 10 years from May, 1755, for the yearly rent of £70 sterling.

These, which contain many thousand acres, are mostly stupendous craggy mountains, little pasture on them but only on the bottoms and middle of some—that poor and only summer feeding; but on their sides are very large and beautiful woods as thriving as in the Kingdom. Wherever they are waste woods grow naturally and plenty of stags in them and other game.

My father got scarce any rent from them. When I came of age Counsellor Herbert recommended leaving them waste as he thought the immense growth of wood it would occasion would

more than pay me for the rents. I was of same opinion and placed three woodrangers there at £5 a year salary each to suffer no cattle to trespass them. After some years pursuing this resolution much about the time of my marriage these fellows quarrelled with one Girrea, one of their underlings, and wanted me to prosecute him on pretence of trespass, when he, to avoid my indignation, informed against his masters that they not only kept great stocks of their own on the land but grazed cattle for others at so much the head, consumed and destroyed my woods at their pleasure and that Jack Barry and his family, who was then principally concerned in overseeing my affairs and this scheme, took contiguous farms of Lord Shelburne's estate from Mr. Orpin to be more at hand for enjoying the benefit of this common. The inquiry ended in discharging my woodrangers, giving me an indifferent opinion of the Barrys and Kerry stewards in general and setting these lands yearly to Tim Riordan at £70 sterling per annum with a clause on him to preserve my woods.

He was for some years afterwards so vigilant about that and punctual in paying my rent that I gave him a lease for 10 years from May, 1755, at £70 yearly rent.

I have some notion one time or other of enclosing some of them into a deer "peer" [park] with lime and sand wall and removing my deer thither.

Added at a later date.

Riordan since became a drunkard and crazy so that in 1765 I agreed to let my gardener, Joe Burn, have the grass of them from year to year upon his undertaking to preserve the woods and to enclose at his own expense and plant every year ten acres of the same with various sorts of timber trees.

89. Tureencahill and Reenasop.

These were subdenominations of Knocknaseed and with the other two parts of said land, Lisheen and Knocknaseed, formerly set by my father to Richard Esmond, Esq., at £63 yearly rent.

Upon the expiration of that lease in 1753 John Murphy prevailed upon me to set it to his son Mortho' at £68 5. 0. sterling, upon the pretence of finishing his turnpike road. The result was after he had run in arrear with me for four or five years'

rent I was obliged to take it as I could upon his surrendering to me my accepted proposal.

Added at a later date.

I then set it to the present tenant, Henry Duggan, for three lives from May, 1758, at £63 sterling rent and have the satisfaction of dealing with a very honest, punctual and improving tenant.

90. Cliddagh.

This small lot was by my father set to the Keatings at £5 rent. I set it in 1757 to Mr. Owen Sullivan, parish priest of Kilcommin, for 31 years at £8 yearly with a clause for building a house which I hear he has since executed.

It is right to set small lots to these parish priests as they are well able to improve them and their having houses of their own prevents their coshering and being an encumbrance on the houses of their parishioners.

91. Droum: two parks, viz., Rosnagnoe and Coolbane.

Set by myself to Gyles and James Cooper from May, 1759, for 31 years at yearly rent of £46 10s. od. sterling.

These lands lie in the mountains beyond Five Mile Bridge. The tenants began the world by nothing but by their industry and are now in good circumstances: such should be encouraged particularly in a country where there are but few and where vast farms in few hands have been the occasion of its being depopulate and scarce having the trace of improvements.

91. Reen, a part.

Set by myself to Gyles Cooper for 31 years from May, 1759, at the rent of £16 16s. od. sterling.

This lot lies at the end of my western avenue and consists of part of the bog and some small limestone hills.

The tenant has entered into a covenant of supplying my house with turf at a stated price. I also frequently employ him in burning my lime. He has this year, 1760, done wonders in reclaiming some bog that was cut away.

92. Folly Fields and part Inch.

Set to James Crasswell for 3 lives from May, 1759, at the yearly rent of £22 sterling.

These are fields between Killarney and Dienagh mill and had been before [set] to one Carthy,* an innkeeper, who never paid the rent and by whom I suffered above £200.

The present tenant is an honest, industrious inhabitant of the town and our postmaster, pays his rent well and deserves encouragement.

[93†]. Lower Knockreer.

Set by myself in May, 1759, to John Mahony, of Dunloe, for 31 years at yearly rent of £4.

This spot consists of about 30 acres at the bottom of the wood of Knockreer, which had been formerly turf bog, but cut away and divided from the rest of the bog by Dienagh River. Mr. Mahony has made several good drains and ditches in it which can't fail in some years to reclaim it, when by lime it may be brought to be excellent ground.

[94]. Upper Knockreer.

Set to Edmund Scanlan from year to year at £15 per annum.

This ground I set the present tenant, who is my servant, in this manner that if ever the town of Killarney happens to enlarge or a manufacture to take place I may not be at a loss for ground to accommodate the inhabitants. I also do the same by the Şeneschall's part of Knockreer.

The land is the best about the town, may be much improved and most contiguous to it. There are two thriving woods on either side the hill.

[95]. Knockancillig.

Set by myself from May, 1760, to Stephen Predegast for 31 years at the yearly rent of £25 4s. od. sterling.

This land was in the time of the former lease held by Mick Riordan, who neither paid the rent nor improved it. Upon the new lease his wife's brother, the present tenant, undertook it in charity to her as having nought else to support a numerous charge of children.

It is large and mountainy, totally unimproved and as far removed from lime and the other conveniences for reclaiming

* Charles McCarthy, £14 14s. 0d. per an., according to the document referred to on p. 246, *infra*.

† From this to the end the denominations are not numbered in the MS.

as any farm on the estate, but the greatest bar to it is the idleness and extreme poverty of the resident tenant.

Added at a later date.

Memd. last Sept., 1760, I gave a memd. under my hand to Mr. Trant that upon executing the tenements he undertook in the new street I would give him a lease of three lives or 31 years (whichever he chose) of the lots he holds at Gortroe at the present rent without insisting on the rising rent as per his proposal.

[96]. Ballyfinnane.

This and the next land called Knocbrack was set by my father to executors of Mortho Griffin at £84 yearly rent.

At the expiration in 1758 I set this land to Mr. James Mahony of the Point for 31 years at £138 sterling yearly rent. The soil extremely good but the land void of improvement, though capable of much. The tenant extremely punctual in his payment.

[97]. Knockbrack.

Set by my father as part of the former farm by same lease. I divided it in 1758 and set this to James Mason, Esq., on a lease for 3 lives at £68 5s. od. sterling yearly rent. He has not taken out his lease but holds it by an accepted proposal.

The land good and unimproved set by him to cottiers and undertenants; very slow in his payments from his poverty, though an honest well-meaning man. His profit above £50 sterling per annum.

[98]. Lackabane: part called the Point and part Gortroe.

Held by Mr. James Mahony of do. for thirty-one years at yearly rent of £32 16s. 6d. from 1758.

The tenant took this on account of his place of residence being there before the expiration of the former lease. He has a snug farmhouse and improvements and is very punctual in his payments for this and his other concerns under me.

[99]. Fossa.

Set to Edmond Scanlon for thirty and one years from May, 1758, at yearly rent of £27 5s. od. sterling.

The tenant has made what substance he is worth by being my house-steward and though want of being bred to that employ makes him not qualified in many respects I have always

found him honest and a good accomptant. He has made many and good improvements on this land which was before one of the most waste and barren on the estate.

Added at a later date.

N.B. The honesty of this person comes greatly in question as upon my leaving the country in 1761 it is much supposed that in order to get a better bargain of wheat, I since sold Mr. Cronin, for himself and Gyles Cooper, he made up the several sheaves to double their usual size. Remember to inform myself of this matter from the purchaser, Mr. Cronin, as in that case I was cheated half in half.

Further addition.

I discharged him in April, 1762, for that and other causes.

[100]. Knockreer, a part, and Tucking Mills.

Set to David Barry, Senr., during his life for £18 per annum.

Added at a later date :

Memd. I gave Counsellor Murphy by letter dated 10th February, 1761, a promise of setting him this lot upon the death of the present tenant.

Memd. about the same time I accepted Gyles Cooper's proposal for Innisfallin Island at £7 sterling yearly rent from year to year only.

Further addition :

Took it away from the April following for destroying the trees and shrubs in the Island.

[101]. Ardivoanig, 3 Plowlands ; Rusheen and Rathbeg each plowland.

Are by my father's lease to expire in 1763, but renewed by myself by accepted proposal to Messrs. Dan Cronin, of Rathmore, and Henry Duggan, of Knocknaseed, at the rent of £150 per annum [as] from May, 1763, for the term of thirty-one years with a clause that if within the first ten years they banked out a curragh lying [by] the river Mayne so as to prevent the inundations of said river within the first ten years (said marsh or curragh about one hundred acres of excellent land) that then I am at the expiration of their term to renew their lease for 31 years so as to make the whole a term of forty-one years.

I once had thoughts of performing this improvement at my own expense before I set these lands, but as I shall be under

the necessity of going to England for some time for my children's education and that in my absence such attempts would never be effectually performed, and only a pretence for imposition, I thought it better to come into this agreement with perhaps the only two tenants on the estate who have either abilities or inclination to go through such an undertaking which at the least will stand them in four or five hundred pounds.

Inserted at a later date :

At my return to the country in 1765 I found this bank nobly executed and the ground reclaimed.

The rent is notwithstanding at double of what these lands set for in the former lease when they all amounted to above £75 and though I certainly in this and other instances have broke through my rule of not letting too many lands to the same person, yet the poverty of the country scarce left me any choice of tenants in this matter ; and though I did it yet in general the rule is a just one and the only that can bring this Kerry estate to any value and it is hoped that in time the industry and opulence of the people may increase so as to enable the pursuing it more effectually than is consistent with prudence at present.

Added later :

N.B. Sept. 9th, 1761. I passed Mr. Cronin my bond for £4,000 to indemnify him from a bond of £2,000 he joined me in April, 1760, to Mr. George Lombard of Cork, the which money was solely for my use and he only a counter-security.

[102] Scrahan.

This in my father's time was held by Pat Fagan but on the enlargement of the town I set in the following lots with the rent annexed :—

1 st to Dr. Bland ..	.. £13 0 0 per annum.
2 nd to James Trant, Esq. ..	.. £4 0 0 " "
3 rd to Bas. Herbert ..	.. £5 5 0 " "
4 th to Jno. Dixon ..	.. £5 0 1 " "
5 th to Jno. Weeks ..	.. £8 6 2 " "

Total of the rent .. £35 11 9 sterling.

All on leases for three lives with covenant that if they enclosed said lots with stone walls built with lime and sand four or five feet high I was to allow them six shillings per

acre in the rent; if they chose I would do it for them they paying me six shilling per acre advance. They all built for themselves except Dr. Bland who chose I should build for him, which makes his rent so much higher than the rest, and Weekes who did not choose to build at all, which makes him pay me the original rent covenanted for. The divisions are about 10 acres each, the walls very bad and will scarce last their term, have destroyed such tolerable hedge-rows that before enclosed said lands.

Inserted at a later date: Dixon not built in 1765.

Upon the same principle I divided Ardshanavoly, Droumhall, Dirreen, Ballycasheen, Ardnemoily and in general all the lands about the village into small parcels from 10 to 4 or 5 acres each and set them separately to the inhabitants to prevent their being turned into dairies and to allot to each their separate convenience.

[103]. Gortroe and Lackabane.

These, with Fossa, Knockreer and the fairs and markets, were formerly held by Morto Griffin, since by his executors. The last lease expired in 1758.

I then subdivided said lands (except Fossa, which I set Scanlan and the part called the Point I set to Mr. James Mahony) into the following lots of 20 acres each, viz. :—

Thomas McDonogh's	..	..	£12	0	0	p. ann.
Tim Riordan's	..	..	12	0	0	" "
William Maybury's	..	..	11	0	0	" "
James Tuohy's widow	..	..	13	10	0	" "
James Riordan, 2 lots with the fairs	..	..	57	0	0	" "
Edmond Purcell	..	..	12	0	0	" "
Mic. Crean	..	..	11	0	0	" "
David Ned Barry	..	..	10	0	0	" "
John Dixon's	..	..	9	0	0	" "
The Point and part Gortroe: James						
Mahony	..	..	32	16	6	" "
Abraham Huggard	..	..	6	0	0	" "
Edmond Scanlon	..	..	15	0	0	" "
James Trant	..	..	18	0	0	" "
Gortroe hill: James Crasswell	..	..	4	7	6	" "
			£223 14 0			

My intention in these divisions was to accommodate the inhabitants with lands so convenient to the town to endeavour to have them well improved by the respective occupiers and as I imagined none of the lots would be large enough for dairies I imagined they would plow and plant potatoes for their respective uses which might prove a great means of ridding these lands of furze with which they were entirely overrun. To induce them the more to come into my measures I allowed them by their proposal each three shillings per acre on their rent provided they within the first five years of said abatement divided their plots one with the other and planted the same with trees and quicks. To elude this they run up very bad ditches the first year on which some of them stuck trees, but executed said ditches so badly and planted the trees so ill and at such improper seasons that there are scarce one hundred of them alive at present. Neither has it well answered my intentions as to rooting out the furze as most of them still keep their parts under dairy and many have set or sold theirs as Trant, Crean and others, so that I am disappointed in every respect but my rent, which even is precarious as to many of them particularly James Riordan, the widow Tuohy and others.

I also apprehend the abatement will continue as to most of them, as my agent finds it very hard to get in the present rent and as to Trant, who holds 3 lots of it which he has now set to Scanlon, I have engaged to him not to expect the advanced rent in case he before the expiration of the five years completely finishes his tenements in the New Street of Killarney.

Added at a later date :

All these lots were in 1765 almost possessed by James Mahony of the Point who bought out the tenants ; the scheme will be proper, however, at the next setting.

[104]. Droumhall.

1st Part to F. Penrose 3 lives	..	..	£22	2	8
Another part to Dr. Lawlor 31 years	..	..	7	5	3
Another part to Jos. Burne 31 years	..	..	7	10	0

Inch by Dienagh or the sides of the new street only set from year to year.

[105] Ballycasheen.

A part. Father Huolahan's at will

Another part.	Magrath's at will	..	..	£6	0	0
„	„	Crean's for his life	..	..	6	6
„	„	Riordan's 31 years	..	..	16	0
„	„	Widow Goold's 31 years	..	..	2	10
„	„	Glin's 31 years from 1763	..	..	3	0
„	„	Jno. Huolahan	..	..	12	0

[106]. Ross Island a liberty for Plunket as the chief use is for the manor pound. The bog of ditto set to Art. Saunders at £3 10s. od. as he is barrackmaster.

[Further remarks regarding environs of Killarney.]

The ten acre divisions set to Penrose, Dr. Bland, Bas. Herbert, etc., were in consideration of their building state houses; the other principal builders are Counsellor Murphy, James Trant, Esq. The first has got the oxfields and a promise of Barry the Seneschal's Knockreer after his death. The other got Ardagh (which he sold Riordan), part Scrahan, many lots of Gortroe all which he made a handsome profit of.

At my first coming of age there were not six slate houses in the village, but mostly mud cabins, low and ill-thatched. As well for neatness as that my own house was situated in it, and would have otherwise run a constant risk in respect of fire, I studied to get them slated and better built and to that purpose offered such of the owners as were capable of taking them leases of lives renewable for ever at five shillings each ground rent and the rest the same terms for 31 years with my promise of renewing them for them as often as they would require, provided they would raise and slate their houses. My reason for taking such trivial rent was because I should never lay much stress on rents arising out of an Irish village, whereas by giving them such a property and benefit in them it encouraged them to build and their expending their substance was a sure means to keep so many families on my estate besides they would require the neighbouring grounds for dairy, etc., which, of course, would ensure and raise their value. To the same intent I at the expiration of the lease of my markets took off all tolls for six years to come, though I could have got fifty pounds per annum for them. Though I was in hopes thereby to have rendered this the cheapest and best market in the country I have been disappointed for Tralee though loaded with tolls

is vastly better. Though I succeeded in having the village so much better built their circumstances are no ways equally improved with their houses and I am almost inclined to think they overstrained themselves in such buildings as though I have now lived among them near ten years and expended in said term upwards of thirty thousand pounds sterling there are fewer of them in tolerable circumstances now than when I first arrived.

This is in a great measure owing to the pride, drunkenness and sloth of the middling sort among the Irish. Every one of them thinks himself too great for any industry except taking farms. When they happen to get them they screw enormous rents from some beggarly dairyman and spend their whole time in the alehouses of the next village. If they have sons they are all to be priests, physicians or French officers; if daughters they are bred up to no kind of industry but become encumbrances on their parents and the public and this sloth and beggary are transmitted from generation to generation.

Added at a later date:

As the market did not mend nor did not improve as to cheapness by taking off the tolls I set them in 1765 to Linnegar, Dr. Lawlor's clerk at £60 per annum.

Bog of Reen.

This which supplies the village with excellent turf I went to the expense of cutting roads through at my own expense and subdividing it into half acre divisions for each tenement at eight shillings per annum, before which time they spoil the outskirts in cutting it into deep holes, were all wrangling together about their shares and none of them cut in deep trenches or straight lines. At present it's their interest to cut it methodically as they know each their parts and the goodness of the turf depends on it. They have been obliged to go further back in the mountain or wettest part, which will reclaim the more of it, and in truth the proper management of cutting turf would operate vastly towards draining and reclaiming these bogs, however deep, and be one of the most useful improvements in this province.

Added at a later date :

In 1765 I found the inhabitants of the village very remiss about this method of cutting their turf and laying out their drains, drunken as usual, riotous and greatly impoverished by my absence.

BANTRY ESTATE.

[107]. Doonemark.

Set by myself to Richard Mellefont, Esq., for three lives, viz., his own, Chris Earbery, of Shandangin, Esq., and Matthias Hendly, son of Roger Hendly, of Downing, Co. Cork, and at the yearly rent of £39 18s. od. sterling.

This farm was renewed to the tenant at the same rent as it was set by my father and has been by him vastly improved and divided into fields of proper size with the best ditches well planted. It is now well worth him a profit of double the rent and probably when it expires will set to solvent tenants at a hundred per annum rise. The tenant is a very genteel and worthy man.

N.B. This farm lies on the Bay of Bantry, has large palaces or receptacles for carrying on a fishery on it, which the tenant's father carried on while the pilchards remained on the coast, and he is himself provided with every convenience in case they return. There is besides good harbour for shipping or boats.

[108] Abillbeg and Maghanasilly.

Set to Thomas Hutchins by a lease under my father for three lives, two of whom are still extant, viz., Joshua Doe, son of Barraky Doe, and Thomas Harman, son of Beversham Harman, and at the yearly rent of £29 8s. od.

These lands are mountainy and by what I understood when in Bantry not like to rise much at their expiration though from the ancient date of the lease, believe they will be of much more value.

The tenant I took such a liking to when in that country that I renewed his more valuable lease of Ballylicky at a moderate advance, and sold my woods on the Bantry Estate to him and Isaac Doe for £600 sterling, and gave them four gales for payment of said sum. Their punctuality in said

payments and of my rent will determine me how to act with him on the expiration of this lease and his other of Ahillmore.

[109]. Ballylicky, etc., being several other denominations.

These I renewed to the present tenant Thomas Hutchins at £26 5s. od. sterling (being the old rent) for the first three years and at £52 10s. od. sterling during the lives of the said Thomas Hutchins, of John Barry, son to James Barry, of Bantry, joiner, aged about ten years, and of Martha Young, daughter to John Young, aged about eleven years, the lease commencing from 1st May, 1758.

This farm is some of the best land in that country and has the additional convenience of a very fine bog communicating with the harbour of Bantry where ships of a hundred ton burthen can lie in the greatest safety and load and unload with great ease. The tenant carries on a great fishing trade along the coast of Beerhaven and takes every year great quantities of herring, cod, ling, etc. In the same bay is a good oyster bed. His father ran much into smuggling but he at my persuasions promised to desist as it ever ends in the ruin of those who attempt it besides preventing their attention to husbandry and better industry. He and all my tenants have the advantage of a most excellent manure in coryll sand, which they rise in several parts of Bantry harbour, especially of Glengarriff, by "drudging" in about eight or ten fathom and when turned out enriches the land for twenty year after. He has an excellent house on the premises equal to a man of five hundred a year and, as he has a considerable interest in his holdings, if he he pursues the same industrious turn as he set out with will well deserve the protection and encouragement of my family.

The land when I renewed it to him was valued to me at £80 or £90 a year.

[110]. Ahillmore, etc.

Set by my father for three lives to Capt. Butler who sold his interest in it to Thomas Hutchins, father to the present tenant. The surviving life in the lease is John Butler, of Kilcash, my uncle; the rent £25 4s. od.

This land lies back of Ballylicky at a mile or two distance from the harbour the land very rough and by what I under-

stood when in Bantry does not at present set to cottiers for above £40 a year. Almost the whole of the woods on the Bantry estate lie on it which I sold in 1758 to the tenant and Isaac Doe for £600, with a clause for copping them upon cutting, when after 20 or 30 years they will probably turn out of much more value, as they had been greatly damaged by being fed by cattle when young, and if they are preserved now are of a finer and cleaner bark or grain than generally my woods in Kerry.

[III]. Courloun.

This being a very large tract of as high mountains as any in this country and extending from Bay of Bantry to the bounds of Kerry was by myself set to Daniel Cronin of Rathmore at £94 10 sterling being exactly double the former rent he paid on the old lease.

The rent I receive out of it at present is near as much as any solvent tenant would pay for it as he receives his rent and profit in small sums from a parcel of poor indigent cottiers. Indeed I imagine it was as much to oblige me as for the little profit that he continued tenant at the advanced rent.

[II2]. Knockanecosduff.

Set to Richard Goodwin in May, 1748, for the lives of William, his son, and Thomas and Goodwin Purcell, sons to Richard Purcell, of Clanturk, Esq., and at the yearly rent of £12 12s. od. sterling. This farm is also a mountain most of which in this part of the country are extremely rocky and barren. I believe the rent is, however, low as in setting it I meant to serve the tenant who was a very honest old man and had been reduced at the age of 100 years very low from affluent circumstances. The rent is now paid by Isaac Doe, who married his son's widow and is an industrious active man.

[II3]. Droumodaniell.

Set by myself in 1760 to Edward Leonard, the Bantry parish priest, at the yearly rent of £30 9s. od. for thirty-one years from the preceding May.

The first lease he took of these lands was from May, 1752, when he advanced the rent about eight or ten pounds more

than had been paid by Henry Gallwey. Since he has so improved it with ditching, sanding, etc., and has been so punctual in the payment of his rent that I made no scruple of renewing his lease for the eight years elapsed.

He has a tolerable bargain in it and his improvements will render it of much more value in future.

The tenant is a very industrious honest man and of a better understanding than generally our priests in Ireland.

[114]. Gorteenroe, etc.

Set to Richard Mellefont, Esq., for 31 years from May, 1758, at the yearly rent of £52 10s. od.

This farm was by my father set to Pat. Galwey, husband to the present tenant, at the same rent ; but upon some dispute of dealings between him and one Mr. Coote, then a merchant in Cork, he surrendered that lease and took out another in which he constituted Gilbert Mellefont, Esq., his near relation, a trustee, and got a term of four lives. Upon my coming of age, being still uneasy at the threats of Coote, he surrendered that also and appointed the same gentleman his trustee in another for 31 years taken in 1748 with a promise from me to renew it at the end of ten years which this present lease bearing date in 1758 is a full performance of. The nominal tenant is son to Gilbert Mellefont.

The land is a very valuable interest of at present one hundred per annum profit and as good in its quality and convenient to improvement as any in this part of Co. Cork. A very good house on it close to the shore, excellent harbour for ships and boats, of course mighty convenient for carrying on a fishing trade or any kind of industry and in all respects I look on it as a most pleasant valuable concern for its value as perhaps to be met with in any part of Ireland.

The family of the Galweys settled here were a very opulent, honest people, but have been much reduced of late years by frequent seizures. The widow is very active, pays her rent punctually and maintains a very large charge of children.

[115]. Clounigorman, etc.

Set by myself to Harry Donovan for the term of thirty-one years at the yearly rent of £45 sterling.

This is the only instance on my estate of my having lessened instead of increasing my rent as the tenant held this under my father at £50 per annum yearly rent. It has had one good effect that instead of running immensely in arrear he has since the abatement been very punctual though I'm convinced nothing but his idleness could have occasioned his first arrear, as my estate is counted one of the cheapest set and an estate of Lord Boyle's near Cloghnikilty lately rose from two hundred per annum to one and twenty hundred per annum.

As this land does not lie on the harbour it is not as good nor as easy to be reclaimed as the lands that do, but sea sand is not three miles from it and in other parts of this county they are glad to carry it twelve, nay twenty. It is of no bad quality, ditches are easily made, shelter would be of the utmost service: all which are I fear much neglected by the present tenant, whose family will not deserve the land at the expiration if these things are not performed.

[116]. Ards and Coomliegh.

Set to William Sullivan, Esq., from May, 1756, for three lives, viz., Richard Cox, son to the Archbishop of Cashel, and Richard and George Cox, sons of Sir Richard Cox, of Dunmanway, at the yearly rent of £52 10s. od.

These two large farms were by my father set to one Mr. Scofield, clergyman, and a very honest man, whose daughter this Sullivan, an attorney, married and as he was a very punctual tenant at his request I changed the lives that Scofield had, of which two then remained, to the three now subsisting. The interest is worth him double the rent and will be so to my family whenever it expires. It lies three miles back of the sea and is rough and coarse, but a stratum or two of the sea sand entirely changes the face of it. Ditches and shelter is much wanting and if neglected by the present tenants my family should never renew for them on expiration of their leases, as they need never be at a loss for substantial tenants in this country.

[117]. Newton * and Mills of Doonemark.

Set to Mich. Murphy from May, 1754, for three lives, viz.,

* Newtown in MS. index.

his own, Joanna his sister, and Simon Whyte, son to Counsellor Whyte, of Bantry, and at the yearly rent of £42 sterling.

This which is the pleasantest situation and best ground about the harbour of Bantry, and one of the best harbours in it, was so well improved by ditches, etc., on my coming of age, besides an excellent house on it fit for a man of £800 per annum, that I took a great liking to the tenant and inserted a new life in his lease instead of one that had dropt and after the fall of that life (a child of Mrs. Young) I inserted another, the son of Mrs. Whyte.

He certainly has improved the land greatly but is one of the most remiss in his payments of any on the estate, in which he is the less excusable as two parts of it he sets for above £80 a year and the remainder with the house which he keeps in his own hands he can at any time get at least sixty guineas per annum, so that the whole land if to be set upon its expiration would set at the least £150 per annum.

[118]. Direenkeelig.

Renewed by myself to the tenant, John Young, at £9 9s. od. yearly rent during the lives of Thomas and Catherine his children and of Nathl. Evanson, Junr.

He is since dead, also Catherine his daughter; the widow applied to me for another life in her stead but shall give none other except it be her own.

The farm is long since set and therefore must be of value, though I forget how it happened but on the renewal I set it at less than he paid for it in my father's time. The late tenant, his widow and family very honest industrious people. Three miles from the seacoast and manure.

Added at a later date:

I since inserted old Mrs. Young's life.

[119]. Laharren.

Set by myself in 1748 to Beversham Harman at yearly rent of £15 15s. od. sterling during the lives of Thomas and Catherin, his children, and Tieve Magrath of Laharren, supposed to be dead.

When I was of age this man was monstrously in arrear but upon the application of many of the gentry in the neighbour-

hood I forgave his arrear. He nor his children never paid the rent punctually since and the family are now much indebted to Mr. Hutchins of Ballylicky, who for his own security pays the rent.

The land consists of about eighty acres of tolerable land for this country on a very pretty harbour which it forms one side of, mighty convenient for manure, fishing, etc., and if one wanted a lodge on this estate or for the benefit of bathing it would be mighty pretty and convenient for it.

[120]. Reenidonagan.

Set by my father to James Webb, his attorney, for 99 years from May, 1723, at the yearly rent of £29 ster.

I cannot say whether my father got a fine on this lease or whether it arose from pure friendship to Mr. Webb, but the land was then worth £100 per annum and is now much more. On the death of Mr. Webb it came to his daughter, who married herself to one Millard, a very conceited person, and brought him above five hundred per annum of which this was part.

He laid out some money on it though it is still in an unreclaimed condition. The land is very good for this country, lying on the shore and, of course, very convenient for manure. It is remarkable for a salt water lake owing to the sea at full tides overflowing a ledge of rocks that divides it from the ocean which abounds with mullet and various other kinds of seafish.

[121]. Glauncreagh and Droumsullivan.

These lands I set to Mrs. Galwey, of Sisquin, in November, 1760, for the term of 31 years at the yearly rent of £68 5s. od. sterling.

The rent they were at in my father's time was about half the present. The lands lie about four miles from the sea of considerable extent and good in their quality. On them is a small growth of wood which I sold the tenant in 1758 for twenty guineas and gave her in her lease power to keep it standing till within the last five years of the expiration.

The tenant is a widow to a very honest man and very smart and sensible herself, has a large charge of children whom she breeds up to industry.

[122]. Glaunbannoo, a part.

Set to Dennis McCarthy for 31 years from May, 1748, at £16 16s. od. sterling rent and several clauses of improvement.

This land was by my father set to one Mr. O'Hea at the same rent and this Carthy was his under tenant. Upon his death the widow made over her interest to this McCarthy when he took out a new lease from me on the same conditions.

The tenant does not seem likely to perform improvements but is tolerably punctual as to rent. The ground is poor and remote from the sea but at the next setting my family should be cautious who they set it to as it is a boundary farm and disputes have already arisen between the tenant and his neighbour on Mr. Beecher's estate.

[123]. Gortaweer, another part.

Set by myself in 1752 to Danl. Harrington at the yearly rent of £21 and several clauses of improvement.

This land was held from my father by a Mr. Puxley, who paid five pounds per annum rent very slackly. At his expiration the under tenant, this Harrington, took it and pays this quadruple rent more punctually than the other did that trifle.

It lies at a distance from the sea, is very coarse and inconvenient for manure. The tenant is a very honest poor man, speaks no English but deserves encouragement for his punctuality in paying so heavy a rent.

LIMERICK OR HOSPITAL ESTATE.

[124]. Ballyvodane.

Set by myself to Standish Grady of ditto, alias Lodge, at the yearly rent of £165 10s. 9d. sterling from May, 1755, during the lives of himself and of his wife Frances Grady, alias Deane.

At my coming of age the tenant held this land at the same rent by a lease of three lives taken by his father from mine whose rule of setting was at ten shillings per acre, whereas these lands have for these several years past set for twenty per ditto. Two lives of the said lease had dropt, but I found such excellent hedgerows and other improvements, made by his father and himself, and it happening to be the only farm on the Hospital Estate where anything of the kind had been ever attempted that I promised the present tenant to insert the life of what-

ever wife he should marry which qualified him to expect a portion. He since married Miss Deane of Terrenure and I renewed the lease and inserted her life accordingly.

He has built a slate house on the premises, seems an honest young man, rather backward in paying his rents, which may possibly be in part owing to his said building.

[125]. Gowltown.

Set by my father in 1727 to Derby Grady at the yearly rent of £81 10s. od. sterling during the lives of his sister, Elizabeth, and of William and Standish, his sons.

Said Derby was father to Standish of Ballyvodane, mentioned in the page before,, and he is at present the only life subsisting of said lease.

Whenever it drops the rise on it will be considerable as my father never got half the rent that lands now yield in this country, which are all equally good and upon an average should bring twenty shillings per acre, nor indeed did anyone get these rents for them as the value of land in Ireland has risen the one half from 1727 the date of this lease.

Another advantage of this country is having the choice of tenants and it will be much the interest of my family to bring others in besides Gradys and others of this neighbourhood, who are much given to clanning and may otherwise hereafter pin my family to whatever rents they'll please to give.

[126]. Islandrohid, part of Oldtown.

Set by my father in 1732 to William Freeman, Esq., of Castlecor, Co. Cork, at yearly rent of £126 2s. 6d. sterling for three lives, whereof the only one now subsisting is his own.

This gentleman has much the same profit out of this land from the tenants who hold it from him as the rent he pays and, of course, it will be of good value to my family whenever it expires. He is a person of large fortune and so his family have no right to expect a renewal the less as his father took in mine to sell him the tithes of this Hospital estate, etc., to the amount of near £300 per annum for about £2,000 by fraud and, as it was much then believed, by the connivance of his receiver or agent.

[127]. Castlefarm of Hospital.

Set by myself in 1749 to Messrs. Standish Grady, Senr., of Eltown, Do. of Ballyvodane and Do. of Creville, son to Killyballyowen, for the term of 31 years and at the yearly rent of £348 14s. od. sterling.

These lands which are looked on as the cream of this estate and some of the best in Ireland were on my coming of age in the tenure of the inhabitants of the little town of Hospital, and though upon advertising them I received numberless proposals I intended to have continued them to them purely to try to keep up said town.

As this was precisely the time when lands took a start in this country and that I was offered sixteen shillings per acre for them I gave them the option of them at that rent, which they refused as what they could not pay. Upon this I closed with the present tenants for seventeen shillings per acre, but as I was given to understand that there might be danger of being disappointed, and that I wanted at the time to lend coz Bryan of London a thousand pounds to enable him to set up for himself in trade, I fined off two shilling per acre with them so that their present stands at fifteen shillings. After the same people of the village retook said lands from them at twenty-five shillings per acre, which they now pay for it and good marks would pay a guinea the acre.

I must not omit that each of the partners are by the lease counter securities for the rest which is the more irksome to old Grady of Eltown as the two others are not punctual in paying their rents. I must also observe that upon making the agreement in Dublin in 1749 I avoided giving them a lease of three lives as it would be a bar to the dowry of any wife I should marry (as I then was unmarried), but promised them upon an application upon my marriage to change their lease of 31 years for a lease of three lives. I married in less than a year after and they never since applied for it so that at the present distance of eleven years I hold myself and my heirs disengaged from such promise since, had they named their lives, they might all and probably some of them would have died before now. However on the same promise to Mr. Grady, Junr., in respect to Newtown, Ballycahill, etc., I changed his lease of 31 years for one of 3 lives as he applied to me soon after my marriage.

[128]. Corbally, Newtown, etc.

Set by myself at same time as the Castlefarm to Standish Grady, Esq., Junr., of Eltown, at £350 per annum rent and since for the lives of himself and his two sons, one of which is since dead, as per the preceding note.

This land was agreed to for a proposal of sixteen shillings per acre but for the same reasons as influenced me in the Castlefarm I filed off two shillings per acre, so that the rent now stands at fourteen. It is not in quality equal to the other, but all lands in this neighbourhood set for twenty shillings per acre.

There is a map tacked to the lease which is the more necessary as the tenant's own estate is contiguous to it and some of our land lies even in the midst of his. He is himself a very genteel, honest young man, punctual in his dealings and of great substance, and his father and he ever were much the best of the name of Grady.

[129]. The Burgess Lands of Any.

Set by myself in 1755 for a lease of three lives to John Brown, Genn., at the yearly rent of £243 14s. 6d. sterling.

These lands were in my father's time held by the tenant's father and himself at ten shillings per acre and upon this new lease are now set to him at the rate of eighteen shillings per acre. Some of them are intermixed with other estates and the tenant and his family are the more justly to be regarded as they ever, even in the times of the misfortunes of our family, preserved the possession for us.

He is an honest young man, the rent has been of late years heavy, but though he is slow he is always punctual and deserves the friendship and protection of my family for him and his.

[130]. Banemore and Coolologh.

Set by myself to George Lidwell for a lease of three lives dated 1756 at the yearly rent of £168 sterling.

This land was in my father's time set for ten shillings to one McNamara, a rich farmer, who on its expiration took a new lease from me at twenty shillings the acre which he sold to Mr. Lidwell, my agent for the Hospital estate, who thereupon took out a new lease in his own name and for three lives.

He is a very honest, punctual man of good substance and in general if such tenants could be had they are much preferable to the Co. Limerick people, as the latter are very slack in their payments and live so much above their circumstances as to be scarce sufficient to the high rents the lands in this country set for. It would also tend much to abolish the spirit of clanning which prevails too much among them.

[131]. Kiltteely and Coolscart.

Set by myself to Tim O'Bryen at the yearly rent of £102 2s. 3d. sterling during his own life and the lives of his sons, John and Tim.

This farm was by my father set at the same rent to William Freeman, Esq., of Castlecork, Co. Cork, who after disposed of his interest in it to this O'Brien, his undertenant, and upon his producing to me Mr. Freeman's surrender I set him a new lease at the same rent and on the same terms and inserted lives of his own family.

He is tolerably punctual in payment of his rent which is about the half of what the land would set for on a new lease. Though it is much the most indifferent in quality of any on this estate and disjoined from the rest of it, it would certainly bring seventeen or eighteen shillings the acre.

The children of this tenant are the most profligate ruffians in this country and most of his name and connexion hereabouts are such as my family would do well never to deal with them again or encourage such on their estate.

[132]. Oldtown, a part.

Set by myself to John Ryan of ditto from May, 1761, at the yearly rent of £119 5s. 10d. sterling for a lease of 31 years.

This was held by the tenant's family for many generations and most of them, particularly the tenant's grandfather, were remarkably faithful and attached to mine.

The tenant ran deeply in arrear in my minority though he paid scarce the half of the present rent which I was content to take in small payments and after forgave him £300 for improvements he had made on the Logh farm.

After in 1756 when his lease expired I set it him at twenty shillings per acre for all the good land and six shillings per

acre for some few acres of bog. He was so remiss in his payments I was compelled to eject him out of Loghfarm, which I set to Mahony, and after out of this, which upon great protestations of amendment I forgave and set him the present lease on same terms as the former.

Added at a later date.

He is a skilful farmer and as well capable of making rent as any man in his country but spoilt by keeping company with rakish gentry, horse racing, etc., which has deprived him of most of his leases and rendered him a most unpunctual wrangling tenant.

[*See next entry.*]

[133]. Millfarm and the fairs and markets.

Set by myself in 1757 for 31 years to Thomas Heffernan, Esq., at yearly rent of £120 sterling.

The original agreement between him and me was at thirty-five shillings per acre, throwing in the fairs, etc., which are considerable and which made the rent £142 12s. od. sterling; but after upon his complaining that he could not stand that rent and as I did not choose to part with so honest and able a tenant I abated him £22 12s. od., which fixed the rent at £120.

It is still as dear a farm as there is on this estate and the price of beef, etc., has rather fallen since the war that it will be no wonder if it should require another abatement.

Probably added at a later date.

The farm of Oldtown is also dear and if Ryan the tenant behaves punctually for any time so as to afford a probability of his continuing my tenant he'll also deserve an abatement as these two farms were set when lands were at the utmost rise.

134]. Barry's farm and Parknafeenshoge.

Set by myself in 1758 to John O Daneil at the yearly rent of £19 4s. od. sterling and for a lease of 31 years.

The first agreement between us was 1756 for the yearly rent of £22 4s. od. sterling, but after upon his representing the rent to be too dear and my knowledge of his being a very honest man and the only person of any substance or industry in the little town of Hospital I gave him an abatement of three pounds per annum.

He has a decent house and shop, is a Roman Catholic and well deserves encouragement. Had there been many such I would never have set the Castlefarm in so few hands.

[135]. Hospital Mills.

Set by myself to Thomas Lee in 1756 for 31 years at the yearly rent of £14 14s. od. ster.

There are some acres of ground annexed to it which are uncommonly good but the rent is high and may possibly require an abatement.

[136]. Monibeg.

Set by myself to Dennis Davern at yearly rent of £6 12s. 9d. sterling for 31 years.

This is a lot of few acres on which the former parish priest of Hospital built a house and planted an orchard, wherefore I renewed the lease to his family. The rent is I believe high.

[137]. Glissane's Holdings.

Set by myself in 1755 to David and Thomas Fitzgerald at the yearly rent of £8 13s. od. for a lease of 31 years.

This is another lot of some few acres near the little town and set rather dear. There is some dispute about the survey which I have ordered Mr. Lydwell, my agent, to inquire into and if the poor people are charged for more land than they hold to do them justice and reduce the rent.

[138]. Frawley's Holdings.

This lot is set by myself to the Widow Woods, who keeps an inn or alehouse in the village, at £22 sterling yearly for thirty-one years from 1756.

The rent is high at about a guinea the acre; the woman is poor but honest and endeavouring.

[139]. Mole's holdings.

Set by myself to Daniel Mullowny for thirty one years from 1753 at yearly rent of £18 18s. od.

The rent is high as the other. The man that took it is since died, but was an honest, industrious person and his children still carry on some industry in the place. O Donell and they are almost the only that attempt anything.

[140]. There are several other lots as Burk's holdings set to Mullowny and Dempsy, Thady Carthy's ditto to O Donell ; Gully Kenny's, Whyte's, which are all little fields or houses in the village, all dearly set and well off if the tenants pay their rents.

[141]. Loughfarm of Hospital.

This, which originally was part of the Castlefarm and some of the best land in it, but by the overflowing of a small rivulet under water above half the year, which made it called the lake, was in my minority upon the death of Rice the old tenant set to John Ryan, of Oldtown. On my coming of age he proposed on my encouraging to drain the lough and did by blasting some rocks in the river and running several judicious drains effectually do it, in consideration of which I forgave him above £300 arrear he then owed me and set him a lease of it for one and thirty years at seventeen shillings per acre, the rent just making £70 yearly.

In less than four year after I was under the necessity of ejecting him for non-payment of rent when he had the impudence to enter an appearance, but after he waved the same, suffered the Sheriff to take possession and the six months to elapse when a blind man, one Mahony an harper, applied to me in Dublin that Ryan had borrowed upwards of £200 from him on the security of this farm, that he had never informed him of the largeness of the arrear or ejectment, that if I had not compassion on him he should be ruined, but if I had the compassion to give the term in the land which remained unexpired and to take my arrear in different gales he would punctually pay both it and the growing rent. I accordingly closed with his proposal and he has been punctual in discharging it and now holds the land at £70 yearly for twenty-seven years from May, 1758.

The land is about a hundred acres worth a pound each acre.

[142]. Tenement in Quaylane, Limerick.

Set by my father to one Dr. O'Brien and now held by his assigns at £8 yearly for 61 years from 1729.

This, which comprehends a large lot in the town and a field adjoining the town, my family should not dispose of as on its expiration it will be valuable.

[143]. Several Glebes. In Askeaton,
Killmallock,
Rathkeale,
Drinagh,
Ballinlogh,,
Croom,
Croagh,

are all small holdings in several villages in the county, are bad parts of an estate, and they are apt to be lost or betrayed by the roguery of tenants, and therefore where a good rent could be had I should never scruple setting leases of lives renewable for ever of them as I did of that at Rathkeale.

There is one at Cromwell of twelve acres which I believe Mr. Bunbury, whose lands surrounds it, will take upon them conditions at eighteen shillings the acre. My family lost within these fifty years one at Adare (enclosed by all accounts in Mr. Quin's park) another at Ballinamona, etc., etc.

* * * * *

The tenants' names, denominations of lands and annual rents on the Kerry estate are summarized in a document prepared for Lord Kenmare, probably in May, 1756. In the foregoing Book of Observations he omitted a few holdings which are included in their rentroll. These items are printed below, together with particulars of town tenants, also given in the same document.

No. in				£ s. d.		
Rental						
3	Cloonteens, East	..	Darby Cronin	..	5	6 9
67	Kippagh	..	Patt Fagan	..	7	7 0
90	Cloonteens, West	..	Hum. Sullivane	..	8	8 0
91	Killeen, &c.	..	Richard Morris	..	1	10 0
95	Clasheen	..	John Glinn	..	12	12 0
96	Glinns	..	Thadee Riordane	..	70	0 0
—	Rathinane	..	Martin Murphy (with other lands)	..	..	—
—	Droumhall	..	Part of the demesne	..	..	—

No. in
Rental

97	Moyeehtragh, a part	Barthw. Rahilly	10	0
98	do., another part	William Fleming	10	0
99	do. do.	John Church	10	0
100	do. do.	Patt. Welsh	10	0
101	do. do.	Thomas McDonough .. 3	3	0
102	do. do.	John Bible	6	0
103	do. do.	Thomas Atkins	6	0
104	do. do.	Richard Welsh	6	0
105	do. do.	James Gallwey	6	0
106	do. do.	Martin Murphy	12	0
107	do. do.	Thadee Riordane	6	0
108	do. do.	Daniell Curtain	6	0
109	do. do.	Thomas McDonough	5	0
110	Scrahan, a part	Doctor Nathl. Bland .. 10	0	0
111	do. do.	James Trant, Esq.	9	0
112	do. do.	Bas. Herbert, Esq.	8	0
113	do. do.	John Dixon	8	7
114	do. do.	John Weekes	8	6
115	Direen, a part	John Bible	2	10
116	do., another part	Thomas McDonough	4	4
117	do. do.	James Gallwey	1	13
118	do. do.	William Fleming	1	13
119	do. do.	Thadee Riordane	1	1
120	do. do.	John Church	2	6
121	do. do.	Battw. Rahilly	3	3
122	Inch, a part	Arthur Moynihan	2	13
123	do., another part	Robert Hickson	2	10
124	do. do.	John Murphy	5	8
125	do. do.	Charles McCarthy	6	0
126	do. do.	Ellenor Nagle	4	10
127	do. do.	David Murphy, Esq.	5	14
128	do. do.	Stephen Butle (<i>sic</i>)	2	13
129	do. do.	Revd. Arthur Herbert	2	12
—	Monermore	The New Street	—	—
130	Coolgrane ..	John Barry	—	—
131	Killcoulaghty	Chr. Gallwey	8	10
132	Hoar's Fields	do.	4	0

No. in Rental								
133	Ardnamoily, a part & Barrett's tene- ment	}	Tim Cronin	..	..	10	10	0
134	Ardnamoily, another part		Elinor Nagle	..	..	3	10	0
135	do. do.	..	Thomas Atkins	..	..	6	5	4
136	Clashgaunive, a part		John Barry	..	..	3	10	0
137	do., another part		James Touhill	..	..	3	10	0
138	Gortatalura Avenue East & West Deer Park	}	Part of his Lordship's demesne.					
139								
140	Ardshanavoly	..	Hehir's part	..	..	14	14	0
141	do., another part		Michll. Desmond	..	..	7	10	0
142	do. do.	..	Mort. Sullevane	..	..	5	0	0
143								
144	Ballycasheen, a part		Andrew Morough	..	..	5	2	4
145	do., another part		Helen Goold	..	..	
146	do. do.	..	Hump. Huolahan	..	..	5	13	2
147	do. do.	..	Mau. Huolahan	..	..	4	14	6
148	do. do.	..	Father Moriarty	..	..	
—	do. do.	..	[-] Desmense <i>[inserted in another hand, no rent shewn]</i>					
149	do. do.	..	Tim Crean	..	..	6	6	0
150	do. do., McGrath's	}	his Lordship's demesne					
—	Knockreer, dairy- man's part							
—	Hovill's Field—joined in the new setting to Scrahan.							
—	Reen & Bog—a part subdivided among the town tenants from May, 1756.							
151	Another Part [? of Knockreer or Ballycasheen]	..	Daniel Curtayne	..	..	3	4	0
152	Ross Bog	..	The Barracks Master	..	..	3	0	0

No. in
Rental

153	Ross Pension	.. The Government—about	94	0	0
154	Clark's Fields, a part	David Glissane	4	0	0
155	do., another part	James Crasswell	5	14	0

No.	Killarney Town Tenements	Tenants' Names	Yearly Rent
Tenement called			
1	„ Thomas Crumpe's	Thomas Crumpe ..	3 3 0
2	„ Trant's House	Samuel Crumpe ..	3 13 6
3	„ John Sughurue's	Mort. Murphy ..	10 6
4	„ Darby Falvey's	R[aze]d down ..	—
5	„ James Gallwey's	Supposed to be Mrs. [? Hehir's] ..	—
6	„ Richard Barry's	David Barry ..	12 7
7	„ Widow Nagle's	New Street ..	5 0
8	„ Williams'	Part David Barry's, the other Part new market house }	
9	„ Shanahan's	New market house	
10	„ Burnham's	Widow Morough ..	2 2 0
11	„ Tim. Sughurue's	Razd down ..	
12	„ Owen Sullivan's	in his Lordship's hag- gard	
13	„ part of Kearny's	Razd down	
14	„ Richard Welsh's	do.	
15	„ Pollord's plot	do.	
16	„ Walter Nagle's	Bryan McSheehy—to be razed down from May, 1756 ..	1 1 0
17	„ Moiety of Love's	Razed down—lately Jn. Glinn	
18	„ the other moiety do.	Mau. Huolahan—to be razed down from May, 1756 ..	1 11 6
19	„ Sweeny's	Valentine Sweeny ..	4 4 0
20	„ Chris. Gallwey's	Chris. Gallwey ..	4 4 0
21	„ Barrett's	<i>vide</i> Ardnamoily ..	
22	„ Hassett's	David Murphy, Esq.	10 0

Killarney			Yearly
No.	Town Tenements	Tenant's Names	Rent
23	„ Daniel Murphy's	do.	.. 5 0
24	„ New Corner House	Lord George Forbes	.. 10 0
25	„ The Tanyard	New Street	..
26	„ Thomas Touhill's	do.	
27	„ Kennedy's	Marten Morphy	.. 1 1 0
28	„ Moiety of Tim Falvey's	Widow Falvey	.. 13 1½
29	„ do.	David Barry	.. 13 1½
30	„ Part of Roche's	James Touhill	.. 10 0
31	„ do.	John Barry	.. 1 0 0
32	„ John Duckworths	New Street	..
33	„ Patrick Fagan's	Patrick Fagan	.. 1 11 6
34	„ Daniel Sullevan's	Set to under-tenants— to be razed down from May, 1756	.. 6 14 0
35	„ Alexander Eager's	James Crasswell	.. 2 2 0
36	„ Richard Roch's	Mort. Sullivane	.. 1 1 0
37	„ Widow Donellson's	Charles McCarthy	.. 1 1 0
38	„ East the old Market House & part of Clarke's tene- ments	Simon Riordane	.. 2 12 6
39	„ David Glissane's	David Glissane	.. 1 11 6
40	„ Joseph Welsh's	Joseph Welsh	.. 10 0
41	„ John Webster's	Razed down	.. —
42	„ Part of Capt. Connor's	Martin Murphy	.. 1 1 0
43	„ do. Tenement called	Thomas McDonough	.. 1 11 6
44	„ John Sullivane's	John Dixon	.. 1 1 0
45	„ Chris. Walter's	Patt. Fagan	.. 1 11 6
46	„ Oliver Morough's	Oliver Morough	.. 1 1 0
47	„ Part of Clark's	William Bourke	.. 10 6
48	„ Part of Madam Bourke's	Priest's House	.. —
49	„ do.	Widow Ellen Sullivane	.. 6 0
50	„ Part of Gorbey's	Darby Field	.. 3 0 0
51	„ do.	Thadee Riordane	.. 3 0 0

No.	Killarney Town Tenements	Tenant's Names	Yearly Rent
52	„ The Pound Plot	Revd. James Bland ..	2 0
53	„ Desmond's	} To commence from May, 1758	10 0
54	„ Robt. Bible's		5 0
55	„ Daniel Cummins'		3 0 0
56	„ John Lewis'	Razed down	
57	„ Danl. baune's	Enclosed by his Lord- ship near Ross	
58	„ Leary's	The Little Road	
59	„ Robert Wright's	do.	
60	„ Denn Daw's	do.	
61	„ Patt. Welsh's	Razed down	
62	„ Hugh Grady's	do.	
63	„ Gaddy's	Enclosed by his Lord- ship	
64	„ The Barn	do.	
65	„ Thomas Bourk's	do.	
66	„ Ann Ryder's	New Street	

Total Rental, £3,611 6 7½ (*sic*).

* * * * *

6 June, 1757.

The remarks of Thadee Riordane on certain lands, pursuant to Lord Kenmare's directions.

Maseraur.

Occupied by John Duggan who resides thereon, at present worth £20 per an. Well improved and a good house and an outhouse now thereon, and limestone within less than half a mile.

Scrahanavile.

Is now held by cotters at £28 per an. One Cahill living on the said lands is responsible. Within half a mile of a limestone quarry.

Meennagissagh.

A good house lies thereon, which he thinks is now "weste" [waste] and was set for £9 per an. to a priest who died some time ago. About the same distance from a limestone quarry.

Meentoges.

Well inhabited with tenants. Set for £20 per an. Something more than half mile from the quarry.

Readranagh.

Terminates at the new five mile bridge leading to Cork. Set for £10 per an. and is worth more rent. Distant from the quarry better than 2 miles. Francis Moynehan lives on the same.

Knockdoora and Milleennalaghi.

There is neither house nor garden on Milleennalaghi, but it and Knockdura are occupied by dairymen deriving under young Daniel Cronin. On Knockdura there is a good farmhouse and outhouses and good improvements, but not kept in order. The quarry about 2 miles. Worth about 40 per an.

A note at the foot of the page states: "Duggan's part amounts to 87."

* * * * *

May, 1768.

Rentroll of Co. Limerick Estate.*

		[£ s. d.]	
Ballyvodane	Standish Grady ..	165	10 9
Gowltown	Henry Grady and Mrs. Gubbins ..	81	10 0
Islandrohid and part of Oldtown	John Lidwell ..	354	9 6½
Bawnmore and Coologh	do. ..	168	0 0
Kean Mahony's part of the Lough ..	do. ..	70	0 0
Castlefarm	Three Standish Gradys..	348	14 0
Corbally, Newtown and Ballycahill:	Standish Grady of Elton ..	350	0 0
Part of John O Don- nel's holding	do. ..	19	4 0
Burgess lands of Anice [<i>Sic</i> =Any]	John Browne ..	243	14 6
Part of Oldtown ..	John Ryan ..	119	5 10

* This estate was not included in the rental ledgers at Killarney from 1761 to 1790.

Killteely & Coolscart ..	Timothy O'Brien	..	102	2	3
Millfarm ; fairs, etc., of Hospital ..	.. Thomas Hiffernan	..	120	0	0
Part of John O Don- nel's holding ..	Thomas Fitzgibbon	..	5	0	0
Monebeg ..	.. Daniel Davern	..	6	12	9
Hospital Mills ..	Derby Ryan	..	14	14	0
Fitzgerald's holding ..	David Fitzgerald	..	8	7	9
Fraley's do. ..	Thomas Woods	..	22	0	0
Bourke's do. ..	David Dempsey	..	8	10	7½
Mole's do. ..	James Molowny	..	18	18	0
Kilgabbon Glebe ..	Gilbert Kenny	..	2	14	6
Holding in Quay Lane, Limerick ..	.. Michael Furnell	..	8	0	0
Glebe of Kilmallock..	Richard Meade	..	1	13	6
do. Askeaton ..	Robert Hunt	..		7	0
do. Rathkeal ..	Isaac Stone	..	1	1	0
do. Drinogh ..	John Magrath	..	3	10	0
do. Ballinlogh ..	Arthur Hassett	..	2	12	6
do. Cromwell ..	Thomas Bunbury	..	8	10	0
do. Croom ..	Dennis Line	..		8	0
do. Croagh ..	Ambrose Connor	..	1	10	0
Nicholas White's holding.	Michael Quinlan	..	3	3	0

Total year's rent £2,260 3 6

The arrears were very small: £30 5s. 4d., as against £95 5s. 11d. the previous May.

Verso is account of outgoings, including £3 years salary to Gilbert Kenny as boundary man, £3 to Rev. Mr. Reardan, quit rent allowances, etc. Poundage allowed to the agent (Thomas Lidwell) for rent collection is £116 5s. od. [1s. in the pound] £2,169 1s. 1d. was remitted to David Latouche and Sons.

The account is signed by Kenmare as discharged (Dublin-5 June, 1769), countersigned by Thos. Lidwell and witnessed by Andrew Stewart.

4 pp. folio.

Particulars relating to five holdings are given below to illustrate the continuity of certain families in the same place, and also the value of the rental ledgers as a source of genealogical information. Similar details regarding continuity and change of occupying families can be taken out for any farm on the estate.

Longfield (alias Gortfadda).

Held by G. Fitzmaurice in 1705 (*v. p.* 147 *supra*) at £6 6s. od. per an.; and in 1718 by William Fitzmaurice at £8 8s. od. per an. (*v. p.* 158 *supra*). Ledger No. 1 (1736) shews that it was held by William Fitzmaurice for his own life and those of his son, John, and his brother, James, at £8 8s. od., to be raised to £10 10s. od. for the second life and £12 12s. od. for the third life. John died in April, 1741, and James in July, 1766. Arrears, March, 1747, were £5 5s. od., and were never higher than a half-year's rent. In May, 1770, after the death of William Fitzmaurice, the lands were set at £35 per an. to James Mahony for his own life and that of Daniel, eldest son of John Mahony, of Dunloe, and Daniel, eldest son of Denis Duggan, of Knockininane. No arrears 1779 or 1811. In June, 1811, the lands were set * at £70 per an. to Robert Maxwell, of Charleville, for the lives of Richard Harte (11 years old) and James Mahony Harte (5 years), sons of William Johnson Harte, of Limerick, and William (5 years) eldest son of Joseph Mason, of Cooleen, Co. Limerick, or 41 years certain. In 1850 the tenant was Robert Maxwell, the rent being £64 12s. 3½d. [British]. In 1841 there were no arrears and in 1850 only a half year's rent was in arrears. In 1878 the representatives of R. Maxwell paid £70 11s. od. rent (£2 11s. od. arrears). In 1906 there were 8 tenants on the same lands paying a total rent of £91 3s. od. Two of these were each over £100 in arrears on annual rents of £12 and £13 respectively. There was no Maxwell among the tenants of Longfield at that date.

Dromadisirt, &c.

Tenant in 1705 was Teige Mahony at £20 per an.†

Set to John Mahony for 31 years from May, 1721, at £73 10s. od. per an. for the first 10 years and at £84 per an. for the

* In this case the Ledger gives no account of how the Mahonys' lease fell out: as a rule deaths are recorded,

† See pp. 148 and 159.

remainder of the term. (Half year's rent in arrears, March, 1747). In May, 1748 set for 31 years to Daniel Mahony under a nomine poenae at £94 10s. od. per an. (no arrears 1761-1779). Set in 1779, with part of Coolnagarrihy and Dooneen, west of the Castle-island road, to John Mahony during his own and his sons' lives (viz., Daniel, aged 5, and Thadee, aged 2) or 41 years certain, at £40 per an. (no arrears 1789-1811). May, 1811, Daniel is dead. After 1827 £40 becomes £36 18s. 5½d., British. (Rent paid regularly). Sept., 1852, set to Daniel Mahony for 31 years at £120 per an., British. Twenty-five years later the holding had passed to Patrick Lawlor (assignee of Mahony) who held a 21 years' lease at £105 per an., and John Connell, a tenant from year to year at £34 per an. (No arrears due by Lawlor or Connell in 1877 but in 1888 Lawlor owed £43 18s. 9d. and Connell £98 7s. od. Lawlor paid his rent that year and Connell two-thirds of his). In 1906 the same tenants were in occupation at £103 7s. od. and £25 per an. respectively. (Lawlor then owed no arrears and Connell £231 5s. od.).

Rathmore East, &c.

Tenant in 1705 was Dermod Cronine.*

Set to Daniel Cronin* for 31 years from May, 1732, at £82 8s. 6d. per an. (Arrears, March, 1747, £72 os. 9d.). Nov., 1760, set with other lands to Daniel Cronin for 30½ years at £235 per an. (£221 for first 2½ years). Reset from May, 1772, for 31 years, first 22 years at £235 and £300 thereafter. Reset (with Shrone, Shinagh and Mill therein, Lisconnor, Mynish, Poulagour, Knockeenalikey, Gortanahanbey, and Clounteens West) from May, 1788, during lives of Jeremiah Moynihan, aged 8 years, son to Malachy Moynihan, of Knockalisheen, Thomas Shine, aged 4 years, son to Denis Shine, of Mt. Infant, Co. Cork, and James Lombard aged 6 months, son to George Lombard of Cork, merchant, or 41 years certain, at £300 per an. (May, 1811, no arrears). The above denominations together with part of Knockreer and part of Gortroe were set Jan., 1811, to Daniel Cronin, "Esq.," for the lives of his sons, Daniel, James and John, or 41 years, at £900 per an. or £830 15s. 4½d., British. The last of these lives, viz., Daniel

* See pp. 147, 154 and 158.

§ [Christopher Gallwey's] 1760 return says 31 years from 1759.

Cronin, fell in with his death in London in April, 1857. John Cronin paid the rent regularly till Nov., 1828, after which it was paid by Kean Mahony, who fell slightly into arrears in 1849. In 1851 the rent was paid by John Brennan, "receiver." In 1853 the rent was paid out of the Court of Chancery. By 1878 all these lands were set direct to small tenants. The names of these include one Patrick Cronin at £5 10s. od. per an. Two Cronins appear among the tenants of Rathmore in 1906.

Maseraur East and part of Dromhale.

Set in 1721 for 17 years to Widow Mary Cronin (Daniel Cronin, junr. [son]), at £29 8s. od. per an.; improvements to be made within 7 years. Lease expiring May, 1738, Edward Herbert [agent] put this holding to public cant, when Daniel Cronin, 'late and present tenant' took it at £29 8s. od. and so from year to year to May, 1746. (Arrears, March, 1747, were £14 14s. od.). In 1748 it was set to Daniel Cronin for 31 years, several improvements to be made under a nomine poenae, at £42 per an. Lease renewed May, 1779, to Daniel Cronin at £84 per an., for the lives of Patrick Shine, son of Thadee Shine, deceased, Jeremy McCarthy, son of Denis McCarthy, of Rhaduane, and Michael Gallwey, son of David Gallwey, of Inniskean, or 41 years certain. (No arrears). A note (p. 173 of following ledger) states that Patrick Shine is dead, adding: 'His Lordship made a freehold lease to the opposite tenant (Daniel Cronin) for the remaining 2 lives or 26 years from May, 1794, at £84 per an.' On 25 January, 1811, Cronin obtained a new lease for the lives of his two sons, John and George and of Daniel Dennehy, son of Thomas Dennehy, of Fermoy, or 41 years certain, at £200 per an. In 1827 the rent is described as £200 or £184 12s. 3½d., British. John and George Cronin are dead. The tenant is named Daniel Cronin. The rent is paid regularly till 1846; in November, 1850, there is a half year in arrears, but none in 1858. The tenant's name is still Daniel Cronin. In 1864 there are 5 tenants in Mausraur East, one of whom, Patrick Cronin, pays £14 per an. In 1877 there are 11 tenants, total rent, £236 10s. od. per an., including Patrick Cronin at £14 as before. In 1906 there are 18 tenants, whose rent amounts to £178 10s. 6d. per an. Among them are Ellen Cronin at £11 per an., and Denis Cronin at £1 10s. od. per an.

Moyetragh.

Set to Samuel Crump for 29 years from May, 1724, for £10 10s. od. (with 8 capons or £1) per an. Arrears, March, 1747, £26 5s. od., but all arrears discharged at expiration of lease.

The same lands occupy 14 pages of ledger B of 1762-1779, having been set in small lots at various dates between 1753 and 1769: in a few cases for 31 years, the majority "for ever." The tenants for 1756 are given on p. 247 supra. There are some additional names in ledger B., e.g., Henry Pyne, of Dirriroe, Co. Cork, to whom 4s. per an. (the usual bog rent) was remitted for 5 years against contributing to make the main drain at Reen, and the same was done in the case of John Bible. Various other items of information are given on these pages of the ledger, for example, the rent of her part was remitted to Morley, widow of Richard Welsh for her life by Lord Kenmare's orders; she died in 1774. In 1811 these lands appear to have been occupied by the same people or their descendants. In 1849 the names Fleming, Rahilly, Bible, Atkins and Curtain are still to be found there; but in 1906 none of the names appearing in the eighteenth century survives.

Killeen, etc.

For an account of the tenancies of the lands collectively known as Killeen from 1633 to 1878, see pp. 142, 143, 345.

Coom.

The tenancy of this holding is recorded back to 1681—see p. 340.

The following typical extracts from the headings of accounts in the rental ledgers further indicate the nature of the information to be derived therefrom:—

Carhuenasligagh.

Set to Florence McCarthy for 31 years from May, 1747, at £10 10s. od. per an. the first year, at £30 10s. od. for the next 8 years, at £24 12s. od. for the tenth year and at £10 10s. od. for the remainder of the term.

On opposite page.

The opposite lands, by indenture dated 22 January, 1753

(on Florence McCarthy's surrendering the opposite lease) was set to Geffry O Donoghue, of Tullagh, for 30 years 3 months and 11 days from said date at £50 7s. 6½d. per an. for the first 3½ years, at £44 9s. 6½d. for the next year and at £30 7s. 6½d. for the remaining term.

Also gives particulars of an agreement whereby if O Donoghue repays £331 6s. od advanced to him by Lord Kenmare, the interest thereon is to be deducted from the annual rent.

Rathbegg East, a part.

May, 1740. This farm is held by Hum. Moynahane by parole agreement with the late Lord Kenmare at the yearly rent of £18 18s. od.

Drimmeenanafin Glin.

Set to Patk. Lyne, tenant at will at the yearly rent of £2 2s. od. until the cant at May, 1737, at which time he took it for the ensuing year at £1 10s. od. only, which was continued to him at said rent until May, 1740, at which time he took it for one year.*

The above set to Tim Riordane for 1 year from May, 1741, at £1 12s. od. and so continued.

Killbrenmore.

1740. Daniel Cronin, the late and present tenant, alleged † he held the said farm under a lease of lives from John Asgill, Esq., to John Conway; but it not appearing to Edw. Herbert, Esq., that the lives were subsisting, set the same to public cant at May, 1740, at which time the said Daniel took it for one year at £21 ster., the former rent being but £20.

Said Cronin took said lands for one year from May, 1741, at the £21.

Continued to Danl. Cronin at £21 for years 1742, 1743, 1744, 1745, 1746.

New Fairs of Mullahiff.

Set to Michl. Riordane at public cant in May, 1737, for

* Lyne's arrears when he left in 1741 were 12s. 10d. This he paid 11 Oct., 1746.

† In the 1736 Ledger the lease, which Cronin states to be in Col. Hassett's hands, is said to be dated 1704.

£4 that year ; year following at but £2, so continued till May, 1740, at which time Myles Sweeny took them at the said [rent], but the same were put to public cant at May, 1741, and nobody bidding for the same leaves the same waste for said year and year 1742.*

Castle Farm of Hospitall.

William Rice of London, the present tenant, made an affidavit the 9th January, 1737, that he holds this farm by virtue of a lease passed to his father, Col. John Rice, the 17th March, 1687, by the Lord Nicholas, during his said father's life and Christian, his mother, and during the said William's life, at the yearly rent of £137 14s. od.† (No counterpart).

* * * * *

Lord Kenmare's Leinster Estate.

Very little information regarding this being available for the 18th century the following incomplete and unsigned return is given in full:—

Co. Carlow	Acres			Annual Rent		
	A.	R.	P.	£	s.	d.
Ballyellene and Tomdarragh, set to Walter and James Blackney from 1 May, 1781, for the life of Walter Blackney and 99 years. (The life is dead) [<i>circ.</i> 1796] ..	—			712	10	0
Oldtown and Knockmanus, set to Thomas Fitzgerald and Eusabius McGilacuddy	—			184	1	0

* Subsequently set for £3 2s. 9d. per an., but do not appear as set after 1746. The fairs and markets of Killarney, however, were let regularly—in 1705 they brought in a rent of £20, which had risen to £70 in 1782, when they were let to Richard Linnegar, who had previously held them with Dr. Lawlor. They do not appear in the rental ledgers after 1747, but particulars can be found in the estate account books.

† The account shews arrears due 26 March, 1747, of £1,000 18s. 3d., of which £619 13s. od. was supposed to have been received by Col. White's children (see p. 296 *et seq.*) and £381 5s. 3d. due of the cottiers. The credit side of the ledger shews £730 2s. 1d. received from the cottiers between 30 Oct., 1741, and 25 March, 1747. A note states that William Rice died in London in March or April, 1741.

	Acres			Annual Rent		
	A.	R.	P.	£	s.	d.
Clonmoney (House quarter), set to Walter Blackney from 1 Nov., 1781, for 99 years provided James Blackney, son to said Walter, and Walter and John Blackney, sons to said James, live so long. In case the survivor of said lives should die within the term of 41 years from the aforesaid 1 Nov. the term of the lease shall continue for the residue of the 41 years remaining unexpired ..	144	1	20	194	14	0
Clonmoney (Hill quarter). [<i>No particulars given</i>].						
Killmanapouge, set to James Arbuckle	—			6	0	0
Co. Kilkenny:						
Nichham and Garrylisha, set to Francis Bernard	—			121	2	6
Nichham and Hagerstown, set to James Agar	—			5	2	0
Barnurdene, set to James Dunn from 1 May, 1796, for the lives of Patrick Dunn, aged 24 yrs., son to James Dunn aforesaid, of Thomas Burchill, aged 16 years, son to Peter Burchill of Coolroe, and Michael Ryan, aged 10 years, son to Pierce Ryan of Barnurdane, or 41 years	14	2	0	15	15	0
Ballycabus, set to Patrick Murphy, Mau. Ryan, Edward Murphy, John Kelly, Silvester Byrn and James Haloughan from 1 May, 1772, for 31 years	44	0	22	57	8	6

	Acres			Annual Rent		
	A.	R.	P.	£	s.	d.
Tincouse, set to Matthew, David and Eleanor Tobin from 1 May, 1796, for the lives of John Tobin, aged 15 yrs., eldest son of said David Tobin, of John Tobin, aged 7 years, eldest son of said Matthew Tobin, and of Thomas Tobin, aged 5 years, son to said Eleanor Tobin, or 41 years ..	49	2	0	35	0	0
[? Ullard], part of, set to G. Rooth	---			30	0	0
Curraghlane, part of, set to Michael Kelly and Mary Cullen, otherwise Kelly, from 1 May, 1795, for the lives of James, Patrick and Joseph Kelly, all sons to said Michael Kelly or 41 years.. ..	42	2	0	21	5	0
Ballymurragh, set to John Eustace from 1 May, 1796, for the lives of said John Eustace and his sons Edward and Michael Eustace, or 41 years	98	2	0	112	0	10½
Gurteen, set to James Summers and Michael Barry from 1 May, 1772, for 31 years	44	1	0	44	5	0
Akeiltane, Cooltogether [<i>No particulars given</i>].						
Nigham [<i>sic</i>], part of, set to Mr. [? Tigh]	—			—		

Queen's Co.:

Rossena, set to Robert Cook from 1 May, 1790, for the lives of John Blackney, 2nd son to James Blackney, of Ballycormack, of Henry Collis Carter, eldest son of

	Acres			Annual Rent		
	A.	R.	P.	£	s.	d.
Robert Carter, of Carlow, and of Mortogh Duiggan, son to John Duiggan, of Ballinagaul, or 41 years	181	2	0	181	10	0
Killenny, set to Patrick McDermott from 1 May, 1790, for the lives of Patrick McDermott, James McDermott and William McDermott, sons to William McDermott of Kealy, Queen's Co. ..	37	1	28	[37	8	6]
Killenny, another part. [<i>No particulars given</i>].						
	*	*	*	*	*	*

19th Century.

At the time of the Great Famine the annual rental of the Kenmare estates, including those in Leinster which were not part of the original Browne estate, was £28,677.* The position regarding arrears may be seen by comparing 1845, a normal year, with those at the end of the decade.

	Total rents received	Arrears outstanding
1845 ..	£27,020	£1,534
1848 ..	22,209	14,972
1849 ..	20,436	22,892
1850 ..	23,765	27,806

After this date the amount of arrears was steadily diminished. Much was remitted or written off as irrecoverable, but a considerable amount was discharged by the tenants. By 1875 the rentroll had further increased by about 25 per cent., but the total arrears in that year was only slightly more than £1,000.

* In 1814 the rentals (with 1850 figures in brackets) were:

Kerry	£12,835	(16,677)
Cork	1,108	(2,899)
Limerick ..	4,327	(5,846)
Kilkenny ..		(781)
Queen's Co. } ..	3,389	(1,464)
Carlow .. } ..		(1,010)

£21,659 (£28,677)

KENMARE MANUSCRIPTS

PART III

KENMARE MANUSCRIPTS

PART III.

ESTATE ACCOUNTS.

In addition to the Rental Books, dealt with in Part II, there are a number of eighteenth century ledgers and miscellaneous account books which are not of sufficient interest to be listed separately. Details extracted from the more important of these are given in this section, together with particulars of a few loose sheets relating to estate accounts. Other accounts not directly relating to the estate will be found in the Calendar of Miscellaneous Documents (Part V).*

The system of book-keeping was improved under Christopher Gallwey, who succeeded Edward Herbert as agent soon after Thomas, 4th Viscount, came of age in 1747. Gallwey, whose handwriting appears as early as 1736, had been employed under Herbert in a subordinate capacity. Under Valentine, Thomas's father, the agency was in the hands of Daniel Cronin, of Rathmore, who followed Charles Hume, of Ardagh.

It appears that under the 4th Viscount, the agent's salary, which was in effect a commission of $2\frac{1}{2}$ per cent. on money collected, amounted to a sum varying from £100 to £150 a year. It may be added that some years earlier, when the rents were lower, this allowance was one shilling in the pound.

During the 'sixties, when Lord Kenmare was resident on the Continent, he came to Ireland periodically and evidently scrutinized the accounts very carefully. On these occasions he signed the accounts dealing with the period since his last visit, after satisfying himself that they were correct.

The numerous Day Books, which record cash transactions from day to day, contain information relating to prices ruling in the 18th century for commodities and services, but having regard to the extracts made below from other accounts dealing

* See pp. 389, 397, 400, 406, 408.

therewith, it is unnecessary to make further extracts from the Day Books. It may be remarked here that Lord Kenmare (Thomas), when at home, was in the habit of having these sent up to his house for perusal, and occasionally the personal note is struck, as, for example, when he writes in one of them, under the entry dated 17 October, 1757: "Mr. Galway (*sic*) is desired to bring down to Lord Kenmare seventy guineas after prayers. Mr. Galway is desired also to inform Mr. John Barry in Lord Kenmare's name that he expects he should without fail proceed on the repair and regravelling the roads in Ross bog from to-morrow morn 'til the same are put in good order."

Oct., 1724, to Sept., 1727.

Dan Sullevane's account of allowances made in the rents of the Kerry estate and of cash disbursements in respect of provisions, etc., supplied for the use of Lord Kenmare's family, work done in the house, garden, offices, etc., and other services rendered.

45 pp. f. cap.

The following is a list of the persons to whom rent allowances were made, details being given only where goods supplied or work done are specified exactly in the account. Names which appear frequently are only included once here.

(a) For goods supplied:

Widow Fitzgerald, of Gowlane (faggots; butter @ 26/1 per firkin; frieze for the poor).

John Leaghy, of Knocknemucklagh (oats @ 5d. per peck).

John Glissane [of Glena], (rafters and teeves).

Phillip Cronine, of Knockneseed (timber; hog sent by Dermot Moynehane, 12/-).

Derby Falvey, of Ballybrack (bundle cloth for Lady Kenmare; oats @ 10/- per barrel).

Tim Mahony, of Ballynillane (wheat @ 2/- per peck; "phrize" [frieze] @ 6d. per bundle for the poor by Lady Kenmare's orders).

William Butler, of Molahiff (meal and wheat).

Maurice Moriarty, of Knockaneacoolty (butter).

Derby Connell, of Gortagullane (yokes and plowbeams).

John Grey, of Dromore (wheat ; meal @ 1/- per peck ; linen for the poor @ 3d. per bundle).

Mrs. Grey, of Dromore (wheat @ 2/3 per peck ; meal @ 1/1 per peck).

John Barry, Ballyncarrig * (oats and meal ; ticking for Lady Kenmare).

Arthur Herbert, Gortshanavohy, Coniger and Mills (for wheat supplied by Edmond Bastable, Tim Keliher, John Connor, Derby Keeffe, John Quinlane, Patrick Lynchy, Daniel Sulevane, Daniel Brosnehane, Richard Jones, James Connor, @ 1/4 to 1/9 per peck ; meal by Cor. Counehane, @ 21/- per barrel ; 4 young in-calf cows for £7 8s. od. ; 9 cwt. 2 qrs. 26 lbs. neat butter for £10 19s. 6d., etc., etc. ; also £2 charity to Richard Cotter.

Charles Bastable, of Dromore (meal).

Daniel McCarthy, of Killquane (6 beams : 13/6).

John Mahony, of Dromadishert (oats and straw ; 5 cows @ 30/-).

James Rierdane, Ballydribeenbeg (meal @ 1/- per peck).

Capt. Barry, Ballibane (wheat and frieze).

Alexander Eager, tenement (oats @ 8/6 per barrel).

do. (for pig sold by Hugh Grady : 12/-).

Francis Sullevane, Knockeenduffe (butter and faggots).

Francis Eager, Gortdromkiery (axle-trees ; 3¼ tons of timber : £2).

Tim Cronine, senr., Knockneseed (wheat @ 1/10 per peck).

Samuel Crumpe, Ballydribeen (oats @ 9/6 per barrel).

James Curtayn, Knockacarrea (oats @ 9/6 per barrel).

John Rierdane, Cnockacullig (oats with straw at 10/- per barrel) ;

David Hirlihy, of Dirrygorman (meal for the family @ 2/- per peck).

Myles Sweeny, of Mauliarkane (provisions, etc.)

Richard Gallwey, Dromvickbane (fruit trees, seeds, † etc., £11 2s. 6d.).

Derby Connor, of Feyryes (wheat @ 24/- and 22/- per barrel ;

* The omission of the word " of " before the denomination indicates that the person named was tenant of the place in question, but not necessarily resident there.

† Seeds are a recurrent item.

butter ; linen @ 3½d. per bundle ; frieze @ 5½d. per bundle ; oats, 8/- per barrel ; meal, 1/1 to 1/8 per peck).

Derby Carthy, of Allanes, part of Glinns (drawing boards from "the foot of the River Laune" §—per Charles a vallig ; smith work).

Mrs. Clarke * (2 barrels of coals : 9/- ; malt).

Walter Spring, of Ardavoanig (frieze @ 5d. per bundle ; 6 pair of turf-baskets : 5/-).

Widow Saunders, Knocktegullmore (3 cows delivered to Owen Sweeney, driver : £6 1s. ; frieze @ 6d. per bundle per Peter Fleming ; meal @ 1/- per peck per John Lynchy).

Michael Falvey (a limekiln—mostly allowed to Dr. Bland—£10 1s. 8d.).

John White, of Lissiviggeen (stones and lime for the new house ; bringing boards from Bunlaune ; lead from Joseph Bacon †).

Derby Sullevane, of Annaghbeg (bog deal ; beams and timber).

Owen Sullevane, of Annaghbeg (provisions).

David Barrett, merchant (100 and odd pecks salt : £3 11s. 9d.).

William Sullevane, of Clounteens (meal @ 1/3 per peck).

Denis Lyne, of Coola (lead from Joseph Bacon).

Dennis Dinaghy, of Rathbeg (oats ; 300 and odd lbs. butter : £3 14s. 7½d.).

Owen Carthy, Gortagullane (fish for use in Lent).

John Rierdane, Knockacullig (oats with straw @ 12/- per barrel ; cows @ 50/-).

Edmond Moriarty, Knockaneacoolty (wooden kitchen ware).

Sir Maurice Crosbie, Killmore (neat butter @ 22/- per cwt.).

David Barrett, Ardnemoyly (salt).

James Curtayn, Knockaninane (oats with straw @ 12/- and 9/6 per barrel).

Francis McNemarra, Ardagh (wheat).

William Reen [? Knockneseed] (laths).

Hugh Keeffe, Gortagullane (2 barrels potatoes : £1 8s. 6d. ; timber, cars and axle trees per self and Dermod Connell ; straddles).

§ cf. Bunlaune, infra.

* Considerable allowances were also made to her in connexion with the re-
sumption by Lord Kenmare of part of Ardshanavoly, etc.

† Bacon supplied lead from time to time. See p. 402.

Richard Meredith, Gurteenroe (glass).

John Keefe's wife, Behinagh (beams @ 8/- each).

*Stephen Nagle [? Scrahan] (2 beams @ 11/6).

*Joseph Welsh and widows Honora and Mary Cronine (30 barrels oats @ 11/6 per bl.).

*John Barry [? Ballyncarrig], (2 limekilns: £60 6s. 6d.).

*David Barry [? Coolboane] (frieze for the poor).

*Lewis Callaghane (43,560 bricks delivered @ 10/- per thousand).

*John Duckworth (garden glasses).

James Mahony, of Duneen (2 cows: £3).

*William Roche (nails).

Humphrey Huolahane, Traligh (butter).

*Edward Barry (seeds for Brewster's garden).

Patrick Cronin, tenement (hair for plastering and skin for covering chaise).

Andrew Heher, Ardshanavoly (bog timber)

Tim Mahony of Ballynillane (wheat).

Col. Crosbie, Ballybane (wheat @ 2/3 per peck; 121 lbs. butter @ 3d. per lb.).

Widow Mason, Dromore (40 sheep: £11).

Derby Cronine, Ballydribeenmore (oats and straw).

Thomas Donnellson, saddler (hair for chairs @ 8d. per lb., "whilst the apoulsterer William Stuart was at his Lordship's.")

William Curtain, Knockacappull (hempen sack @ 5d. per bundle).

John Sullevane, Ballynamoanagh (oats with straw @ 12/- per barrel).

Charles a vellig,† Bunrour and Reen bog (turf).

Owen Sweeney, of Tuormore (barrel of potatoes, 12/-; beam 24 ft. long: 8/1½).

(b) Miscellaneous:

John Grey, of Dromore, 'he being high constable, for his Lordship's country charges, October sessions, 1724, 13/4'.

Mrs. Malty [? Matty or Maldy] Cronine, Duneen, for a debt due to her brother Thomas out of the profit of Reenidonegane.

Francis Sullevane and Derby Cronine 15/- each for land

* Denominations not indicated.

† See footnote p. 273.

taken within the Deer Park wall, being part of Ballydribeen.

Samuel Crumpe,* 15/-, 7/6, etc., paid to poor Katherin Walters for Lord Kenmare's charity.

Mrs. Crumpe for Thomas Hassett, who took depositions about Ennisfallen.

Widow Saunders, fees paid to quitrent drivers.

'Dr. Bland in his holdings for my Lord's tithe hay, as agreed by William Moor and David Leaghy, the Doctor's proctor': £2 10s. od.

'Allowed him for my Lord's corn tithe,' £1.

'Allowed him for my Lord's tithe of Killhellane for the year 1723, which Dr. Bland alleges Mr. Hume did not allow him,' 9/-.

Also vestry money, 16/-, etc. §

Phillip Cronine, Mills, for toll of Kenmare's corn.

Daniel Murphy, Poulagour, for country charges. Jan. sessions 1724: £3.

Daniel Mahony, of Knocks, for 2 years of Kenmare's charity to William Skott, the poet: £2.

Andrew Morrogh, Ballycasheen and tenements, salary @ £6 per an.; £7 in 1727.

'Allowed in Mr. Odle's part of Molahiff for . . . salary . . . for little Owen Sullevane for preserving the Woods of Cossmainge, and then said Sullevane was struck out of salary £6.'

'Allowed by his Lordship's order, when Mr. Esmond was last in the country, £5 per an. for 3 years ended May, 1724, in lands of Knockneseed being charity . . . to John Cronine deceased.'

James Tuohill, woodranger in the Glins of Barenasnawe, year's salary to May, 1725, £5 7s. 7½d., then struck off.

Mrs. Ledmond and William Raymond in part payment for survey of Kerry estate (1726): £30 15s. 6d.

William Walters, Ballycasheen, for cows 'appraised' which my Lord's dairyman had.

James Rierdane, for expense of 'carriages' for his Lordship's deer from Lixnaw: £2 8s. 6d.

* In the case of tenants whose names appear in the foregoing list the denomination of the holding is not repeated here.

§ There are a number of other allowances to Dr. Bland in connexion with tithes, etc.

' Allowed Egan O Rahilly,* when his only cow was appraised last winter, 1726, by James Curtayne, for composing songs for Master Thomas Browne and the rest of his Lordship's children as per song appears as voucher,' . . . ' At John Rierdane's prayer and request: £1 10s. od.' (Aug., 1727).

(c) For work done: †

John Mahony, of Dromadishert.

Dennis Lyne, of Coola (for Tim Donoghue's work as well as his own).

Teige Lyne, Coola (62 days at Ennisfallen § @ 5d. per day; also for work done by Teige Sullevane, and Thomas Fihilly).

Dennis Leary, tenement.

Derby Leary, tenement.

Katherin Fourane, of Lissiviggeen (for work done by her sons; for Teige Fuorane's work at Ennisfallen).

John Huolahane, of Lissiviggeen.

Maurice Glissane, of Glanaw (drawing timber for the new house).

Philip Cronine, of Knockneseed (for Teige Murphy's work).

David Barry, Coolboane, part of Inch, and Allanes (for Maurice Sullevane's work and for wages of Thomas Fleming, bullock driver).

James Tuohill, tenement and Classgannyffe (for work done by Thomas Adkins, cooper).

Francis Eager, Gortdromkiery (includes ditching at Sheheree @ 6d. per perch).

Daniel Mahony, of Knocks (for Teige Coornane's work; and Teige Sullevane's work, ' a poor labourer recommended by his Lordship in charity to work in the garden.')

George Eager, Knockeenduff.

William Butler, of Molahiff.

Edmond Skott, of Knocknemucklagh.

Daniel Carney, of Dromvickbane.

John Grey, of Dromore.

* This and some other items included at the end of Section I of the account, being disbursements not rent allowances, belong property to Section II.

† Where not otherwise specified the work allowed for was usually performed in the garden or, at busy times, at saving hay, etc.

§ A considerable number of labourers were engaged on work on the island of Inishfallen, the nature of which is not specified, except in one case, viz., wood-cutting.

William Sullevane, of Clounteens (for carpenter's work done by Teige Crimmeen).

Capt. Barry, Ballibane.

Francis Sullevane,* Dirreen (for Peg Farrell's work, viz., washing Lord Kenmare's linen).

Teige Crimmeen, Clounteens West (sawing and carpenter's work).

Widow Saunders, Knocktegullmore (for work done by John ne Guppoge, Teige a Gaddee,† Thomas Hea, Daniel Sullevane, Daniel Rierdane; and wages due to Thomas Hease,§ Lord Kenmare's bullock driver).

James Rierdane, Ballydribeenbeg ('keeping my Lord's mault in his garrotts' for a year—£2; and work done by David Coalman).

Derby Leaghy, Dromvickbane.

Owen Sweeny, of Tuormore (for John McEnniry's|| work).

Derby Cronin, Ballydribeen (for Derby Leary's work).

James Mahony, of Duneen (for Daniel Rierdane's work).

Mrs. Clarke (for Derby Rierdane's work in the woods of Cosmainge and Gortfadda or Longfield; for smith work by [Tim] Begley, deceased, 17 July, 1727).

Richard Gallwey, Killcoolaghty and tenement (for mason work done by Derby Keliher, deceased, 18 Apl., 1726).

John Glissane, Glanaw (44 men cutting wood in Ennisfallen: £1 3s. 6d.)‡

Myles Sweeny, Teerneboul (for Daniel Sullevane's work).

Derby Carthy, Allanes (for Dennis Leary's work; and for 45 days' work by John Hodnett, sawyer, @ 12d. per day).

James White (for Derby Keliher's work).

Phillip Cronin, miller (work done for Tim Griffin, baker; by [John] Duckworth, glazier; by Teige Coornane and Auliff Coornane at Ennisfallen).

Hugh Keeffe, Gortagullane (for Tym. Lyne's work; Daniel and Hugh Connor's work).

* Described on 24 May, 1727, as "then in Ballydribeen."

† See note on p. 273.

§ Hea [=O Hea], Heas and Hease are variants of the same name, *i.e.*, ὁ ἁλοῦδα: mod. Hayes.

|| Son of Gerald McEnniry.

‡ Includes cost of an express sent to Ballycarbrey to collect Justin McCarthy's rent.

Julian Mahony, Dromvickbane (for Derby Leaghy's work).

Derby Cronine, Ballydribeenmore.

Capt. Barry, Ballibane.

Denis Crowley, of Rathinane.

John Cronin, of Fossa.

Stephen Nagle, Scrahan (for work by John Smith, stone-cutter, on chimney caps of north addition).

James Mara, of Lackabane.

Tim Crahane, Ballycasheen.

Mr. Hume and Will. Roche, tenements (for work done by Tim Griffin, baker).

Thomas Fleming, Bunrour.

Thomas Herbert, Rossmore and Rusheen (for work by Teige a Gaddee).*

Arthur Herbert, Gortshanavohy, Coniger and Mills (for work by James Rierdane, Tym Lynchy, John ne Guppage).*

It would appear from these accounts that Daniel Cronin took over the agency of the estate from [Charles] Hume some time in the year 1725.

The allowances were made for the most part on vouchers given by John Sullevane, Gerald McEnniry and [John] Henshaw. Vouchers for special items were also sent in by Robert Wright, [Charles] Hume, Piers Furlong, Owen Sweeny, John Hickey, Mrs. Patten, Melcher Connor, Donnelly (the cook), Tim Harrinton (the porter), William Raymond, John McGrath, [John] Hackett, Nelly Archdeacon.

The total of these allowances against rents amounts for the 3 year period to the sum of £1,459 11 3.

The following items taken from the cash disbursements, from

* A number of men mentioned in this MS. are described by their Gaelic soubriquets, the explanation of which may be as follows :

Teige a Gaddee : ΤΑΟΣ ΑΝ ΞΑΟΥΙΘΕ (the thief).

Daniel na Geragh : ΔΟΜΜΑΤ ΝΑ ΞΑΟΡΑΕ (of the sheep).

John Gaunkagh : ΣΕΑΝ ΞΕΑΝΝΑΕ (snub-nosed).

John ne Guppage : ΣΕΑΝ ΝΑ ΞΟΠΟΣ (of the dock leaves).

Charles a vallig : possibly ΣΕΑΡΛΟΣ Α' ΒΥΙΣ (pot-bellied).

Maur Boy : perhaps ΒΟΥ ΒΥΡΘΕ (yellow, tanned).

Teige mar Sude : ΠΑΥΡΑΙΣ Ο ΑΥΘΑ makes the following suggestion : ΘΕΙΟΙΣ ΞΥΡ ΡΟΑΙ Α ΒΙΟΘ ΔΕ ΞΗΛΕ ΔΣ ΤΑΟΣ " ΜΑΡ ΣΙΥΟ Ε " ΔΣΥΣ ΞΟ ΠΑΔΑΡΕΑ " ΤΑΟΣ ΜΑΡ ΣΙΥΟ Ε " ΔΙΡ—ΝΙ ΞΕΑΘΑΡ. Fr. Reidy says that 'MAR ΣΙΥΟ' was a nickname in certain districts (McCarthy).

I can offer no suggestion as regards Dermod a vaghig.

October, 1724, to June, 1726,* may also be noted. The total of this section of the account amounts to £402 2s. od.

1724.

Postage on letter from Ghent	1	10	
13½ lb. iron for Peter Kenedy to raise bog deal ..	2	9½	
Cornelius Sullewane, of Leamneguily, 2 slanes of turf	16	0	
Thomas Roche, huntsman, searching for Leader, a hound that went astray.. .. .	5	5	
Powder and shot for Teige Cullane, the fowler in the mountain near Rathmore	3	2	
Derby Leary, carrier, going to Cork for wine ..	2	8½	
William Dóody, of Leamneguily, 1 slane and 9 kishes of turf	8	8	
[? Noice] the carrier, going to Cork for wine ..	5	5	
Charles a vallig, † carrier	8	9	
Father Owen Sullewane, outlay on mending windows	6	6	
John McGrah, going to serve ejectments on Thomas Hutchins and Beversham Harman, Bantry, and making affidavit of service ..	8	8	
Tim Cronin, merchant, 2 cwt. of tallow ‡ ..	3	0	8
- do., for graves for the hounds	7	1	
Charity to Macrah Shea, married to Cor. Leary's daughter, who was a servant to Sir Valentine	1	1	8
John Barry, surveying the lands of Hospital that Hues and Burke, Surveyors, differed about, and for surveying Ballycasheen and part of Deer Park	4	12	0
Anthony Barrett, meal for hounds [@ 1/6 per peck]	10	10	
Maurice Mawey, writing for his Lordship § ..	6	0	
Tim Griffin, baker, bran for horses	4	7	
William Carthy, shewing bounds to surveyors at Hospital	5	0	

* Disbursements July, 1726, to August, 1727, are erroneously included in the first section of the account (see note under O'Rahilly).

† See note on p. 273.

‡ † 1 8s. od. per cwt., 9 Oct., 1726.

§ Writing of accounts, etc., also done by Tim Sullewane and "little Daniel Cronine."

1725.

Patrick Goold, for a drinking bout, William Moor, John Hackett and all the rest of his Lordship's servants had at the birth of Master Valentine Browne (16 Apl., 1725)	I	3	0
A side of lamb			10
Cornelius Lynchy, of Fossa, linen for the poor, @ 6d. per bundle		18	6
Thomas Coggan, the suttler, at Ross, for the expenses of William Raymond and John Murphy, measuring of Ross Court and Castle . . . at the time Mr. Corneil, the engineer, was there		3	4
Cash for wine, fowl, etc., to entertain Mr. Corneil at his Lordship's	I	2	3
Martin Mcnemarra, surveyor, surveying in Co. Limerick	I	10	0
John Quirke, of Longfield, frieze for the poor ..		18	11½
Derby Rahilly, of Ballaghcomane, potatoes,* .. 9s. per barrel		2	8 6
Maurice Herlihy, the writing master for drawing a fair account of the admeasurement of Ross Court and Castle, 'Mr. Corneil the engineer having refused my [Daniel Sullevane's] writing of it before Mr. Cronine'		5	5
Postage of a letter from Kinsale			10
The piper's daughter for a salmon bought by Mrs. Nelly Archdeacon [housekeeper]		1	1
Father Owen Sullevane, for the poor of Killarney parish		5	0 0
A chimney sweeper sweeping 12 chimneys ..		4	8
A lamb for the house		1	6
Per [? Noice] the carrier, to Cork, to bring 32 lbs. white lead, 3 bottles oil, ¼ lb. white copprass, 4 lb. Spanish white, ½ pint spirit varnish, 6 lbs. barrel pitch, 6 lbs. sheep's redding for Barrett the painter: £1; 2 quarts varnish for chairs: 7/7		I	7 7

* Also supplied by Edmond Kelly at same price.

Richard Groom, for slating 'the little house of office in my Lord's garden'	10	2
A tinker woman for tinning the copper vessels of his Lordship's house, containing 45 pottles and a quart @ 5d. per pottle besides candlesticks	I	2 2½
John ne Guppoge, carrier, to Cork for wine ..	3	0
Brogues for John gaunkagh, going to Tralee Assizes: one of the witnesses about Ennisfallen	I	I
Shoes for Dermod Mahony, do.	4	0
2 hats for John gaunkagh and Derby (<i>sic</i>) Mahony witnesses as above*	4	10½
Box of wafers for Father Owen Sullevane ..	I	I
An express to O Sullevane More to meet his Lordship with a boat at Ross to go staghunting (24 Aug., 1725)		3
Daniel Mahony, 1 cwt. 3 qrs. 4 lbs. butter ..	I	15 9
Maurice Glissane, 2,000 slates for the pigeon house	6	0
Postage of letter from Mme. da Cunha [London]	I	0
Francis [? Shea], 3 hundred and 47 kishes of turf @ 12/- per hundred	2	0 7
Mrs. Archdeacon to give her Ladyship to pay pedlars, a pistole	18	4
Skin to cover play tables made by Cæsar Wall ..	I	6
Quarter of beef	6	6
Paid Owen Sweeny going to Tralee to post the advertisement for sale of part of the estate and from thence to Corkaguiny to serve Moriarty and Teige mar Sude with a sub-poena (26 Oct., 1725)	5	5
Thomas Burke. mason, for building the dairyman's house at Ballivoig	I	10 0
Peter Kennedy, for searching for bog deals ..		II
Daniel Doogan, twenty guineas for expenses going to England, † 12 Oct., 1725	23	0 0
do., do., 21 Nov., 1724, 25¾ guineas	29	6 6
Derby Cronin, a pig ‡	I	0 0
Tim Rahilly, of Anaghcuilymore, a pig ‡ ..	18	6

* cf. foregoing account.

† William Sullevane and Daniel Horgan were also witnesses in the same case.

‡ Other pigs bought at various dates at from 12/- to 23/- cash. A "roasting pig" cost 2/9.

Derby Sullevane, 20 barrels of coals*	..	3	15	0
Cornelius Falvey, a woolpack	.. ..		5	5
James Herlihy, express with power to John Frawley to distrain William McNemarra's part of Lady Rice's farm	.. ..		1	1
Express to Mr. Herbert and Mr. Meredith re "Hawley's impertinence"	.. ..		1	1

1726.

Mortogh Sullevane, merchant, 3 hundred of herings	.. ..		10	0
Express for Mr. Cronin to Rathmore,† when Moriarty was brought prisoner to Killarney by Derby Rierdane and John Dillon	.. ..			6½
Edward Dinaghy, a pig	.. ..		15	0
do., 16 churns of milk for the hounds	.. ..		18	0
Owen Ferris, of Annaghmore, 2 beams	.. ..		10	0
Owen Keefe, 3 beams	.. ..	1	4	4
Cornelius Cronine, going to serve Kedagh Leary's son with an ejection	.. ..		2	2
Tim Griffin, two hundred and 3 loads of turf	.. ..	2	2	3½
Bottle of white wine for Mrs. Barnwell	.. ..		1	4
Dennis Connellane, for the purchase of his tenement	.. ..	2	10	0
Dennis Carthy, of Scrahanfadda, a ton of timber	.. ..		12	0
An express sent for Mr. Douse to Cork to attend the Commission between Lord Kenmare and Grady,‡ including horse hire	.. ..		8	1½
Dennis Duinlea and other witnesses on the Commission between Lord Kenmare and Boyle White, expenses and loss of time, including 11/11½ to Arthur Leary one of said witnesses who went beyond Cork for another witness,	.. ..		
Oct, 1726	.. ..		4	5 3½

* 14 Mar., 1725/6, order repeated at 4/- per barrel. 9 Oct., 1726, order repeated at 3/6 per barrel.

† Later in the same year 10d. was paid for an express to Rathmore. The cost of expresses, numerous examples of which appear in these accounts, varied from 3d. (to Ardagh) to 2/8 (to Ballyheige, including another to Col. Crosbie at the same time).

‡ Other expresses relating to this case were to Thomas Hassett, to serve as clerk on the commission, and to Thomas Healy and Daniel Huolahane, witnesses.

Mortogh Sullevane for Mr. Goodwin's lodging while Commissioner for Lord Kenmare ..	18	6
Maurice Herlihy, a Protestant clerk, for engrossing the depositions on said Commission [a pistole]	18	6
Thomas Hassett, for serving clerk on same ..	4	11 10½
Express to Kennington (Master in Chancery) to take one [? Duiling's] affidavit about the distress rescued from Sweenys, the drivers, at (Ballyandrin part of) Ballynvohir		8
Dennis Dawe ' who made affidavit of the advertisement of sales being posted at Tralee for the proper time' and going to Tralee 2 or 3 times..	8	3
' A man in Tralee, who lives there, that took care and minded the advertisement of sale whilst on the Post'		1
Cash paid to Desmond the Post by his Lordship's order in the lower end of the avenue before John Hackett and John Sullevane	1	10 0
Owen Roe for making the "drea" [dray] ..	10	10
do., for making dung pots and wheelbarrows	1	4 6
Fee to David Leaghy, the proctor, who lives with Dr. Bland	2	2
James Moor, servant, to buy shoes, stockings and a hat	13	4½
Patrick Fagan, parchment	14	3
John Hodnett, John Finegan and William Roe, sawyers, 5 doz. joice [joysts]*	2	17 6
Other persons mentioned (quantities, etc., not specified) are :		

Dermod Connor, of Ballymacruttery (butter); Mr. Rixon, Co. Cork (malt); Mort. Sullevane, merchant (fish); David Herlihy, of Ballynvohir (meal); Anstass Murphy (plums and fruits); Derby Rierdane, of Lissbaby (timber); Tim Mcnemarra (stones for house); John bane Cronin (laths); Richard Barry (timber); Daniel Tuomy (nails); William Curtain (timber); Patrick Cronin (meal); Cornelius Cronine, of Lisseen (timber); James Mahony, of Ballynvohir (provisions); Thomas Fitzmaurice (herrings); Christopher Walters (shop goods and pig);

* Elsewhere Hodnett supplied 14 doz. for £3 12s. 6d., and Richard Gallwey 8 doz. for £1 13s. 10d.

Henry Goold, son of Laurence Goold, Cork (shop goods); John Dillon (timber); James Fitzgerald (pigs); Nell Farrell and widow of Derby Leary, labourer (pensions).

In addition to those mentioned above, the following names of workpeople employed by Valentine, 3rd Viscount Kenmare, occur in Dan. Sullevane's accounts. The majority of these are in the second (disbursements) section. Several, however, were tenement holders:—

Barrett, Edmond, warrener.	Lorcan, Tym[othy], footman.
Barrett, [],* painter.	Loudon, Arthur, chairmaker.
Bible, Michael, smith.	McEnniry, Gerald, †† brewer
Boyton, Joseph, smith.	McGrath, Honora, kitchen-
Boyton, Samuel, smith.	maid.
Connor, Daniel, gardener.	McNemarra, Tim[othy], stone
Connor, John, carpenter. †	cutter.
Connor, Melcher, joiner.	Mahir, Katherin, kitchen-
Dillon, John, woodranger.	maid.
Downey, Robert, † joiner.	Mahony, Daniel, saddler.
Fleming, David, sawyer.	Munky, Charles, carter.
Foulue, § Patrick, smith.	Neale, William, joiner.
Grady, Mrs., || washerwoman.	Shanahane, Dennis, butcher. §§
Harrington, Michael, boatman.	Smith, David, stonecutter.
Harrinton, Tim, porter.	Sullevane, Derby, boatmender,
Harrold, Cornelius, ¶ tiler.	Wall, Caesar, chairmaker.
Harrold, Joseph, slater.	Welsh, John, joiner.
Henesey, Katherin, maid-	Welsh, Patrick, plasterer.
servant.	Williams, Roger, glazier.
Hodnett, John, sawyer.	

Also, at general work, principally in the garden:—

Bradley, Helen. **	Connell, Jeffrey.
Bradley, Owen.	Connell, John.
Carrigy, Dennis.	Daniel ne geragh. ††
Charles a vellig. ††	Dermod a vaghig. *†

* Christian name not given. The painter in 1778 was Edmond Barrett, see p.

† Wages 1/- per day.

‡ From Co. Cork: roofed the south addition to house, slated by Joseph Harrold.

§ i.e., ó foḡtuḡa: mod. Foley.

|| Wife of Hugh Grady. ¶ Received £16 6s. 6d. for north addition.

** Weeding at 3d. per day.

†† See note on p. 273.

‡‡ Had some land in Ballycasheen. §§ Received £1 per an. for slaughtering.

*† Looking after grass about Killarney.

Desmond, Dennis.	Maur boy. †
Donoghue, John.*	Sullevane, Cornelius.
Kelly, Joane. §	Sullevane, Maurice. ‖
Leary, Mary. §	Teige a gaddee. †

6 Nov., 1727.

James Riordane's account.

Consists principally of meal at 1/1 per peck supplied mostly for the hounds, but also for spaniels, the henwoman and the poor.

Other items which may be noted are 31 barrels 14 pecks oats @ 8/- per barrel; 8½d. to 'Joane Murphy to buy chickens and eggs for the new cook'; and 1/8 to Thomas Fletcher to buy powder and shot.

Apr., 1727, to March, 1729 [n.s.]

Account: Patr. Goold to Lord Kenmare.

Items include:

Bottles for the "hoxed" [hogshead] of bad wine	1	4	0
2 doz. of claret	1	14	0
2 garrons	8	0	0
6½ barrels of barley, malted, at 3/- per barrel ..	19	6	6

Also the supply of certain household goods, hire of horses, cash paid to a witness and in connexion

with law cases, &c., the total being .. £27 1 5½

Appended in Goold's acknowledgment for this sum received from Daniel Cronin, 29 Sept., 1729.

1753.

Household accounts were kept in minute detail by Lady Kenmare for some years after her marriage. The entries are for the most part in her own hand; some pages are in that of her husband (Thomas, 4th Viscount).

The following items are taken from the accounts for the period 13 Dec., 1753, to 20 July, 1754, while the family was in residence in Dublin:—

William Carroll, 6 days' board wages	6	6
Biddy, the housemaid, 7 do. do.	7	7

* £1, a year's wages, paid to his "poor widow," Katherin Brosnehane.

§ Weeding at 3d. per day

† See note on p. 273.

‖ For mowing.

James White, Fishamble Street, for a service of "delf" ware, viz., 10 dishes, 4 doz. plates, and a "terreen" [tureen]	3	1	10
Half year's wages to Nanny, the child's maid ..	2	10	0
George Newton, quantity of china, etc. [<i>specified</i>] (cash paid to his apprentice William Duckett)..	17	3	0
Dr. Kelly for attending Kitty	2	5	6

Other shopkeepers mentioned by name are:

Lyons (tailor), Hickey (confectioner), French, Mahon, Birch (grocers). Accounts were paid regularly each week also to butcher, poulterer, baker, brewer, etc., whose names are not given.

Examples of prices paid in Dublin in 1753 and 1754 are:

Soap, 4d. per lb.

Wax candles (4 to the lb.), 2/5 per lb.

Ale, £1 per barrel.

Small beer, 8/- per barrel.

Hock, 10/- per gallon.

Coffee, 2/6 per lb.

Tea, 6/- per lb.

Sturgeon, 1/4 per lb.

Haddock, 1/5 each.

Gurnet, 1/1 each.

Whiting, 8d. each.

Oysters, 2/- per 100.

Ham and bacon, 3½d. per lb.

Coal, 8/8 per ton.

Spanish "whiten," 8d. per stone.

Drinking glasses, 6/6 per doz.

House brushes, 9/6 per doz.

Birch brooms, 1½d. each.

After their return to Killarney, 26 July, 1754, items of expenditure are given in less detail. The following may be noted:—

Chickens, 3½d. per couple.

Capons, 6½d. each.

Turkeys, 1/3 per couple.

Ducks, 8d. per couple.

Oysters, 6½d. per 100.

Mutton, 4d. per lb.

Roasting pigs, 1/7½d. each.

Butter, 41/1 per cwt.
 Hog's lard, 1½d. per lb.
 Candles, 5d. per lb.
 Padlocks, 8d. each.

also: Woman, 6 days' washing	..	..	2	0
Buckskin breeches for John Fitzgerald	..	..	1	2
22 men at hay	..	..	10	6
Nurseryman	..	..	6	9
Oranges and lemons	..	..	2	0
2 locks for granary	..	..	9	9

21 Feb., 1755.

Fishery account for week 15—21 Feb. shews that 227 salmon were taken in part week; they weighed 20 cwt., 3 qrs., 22 lbs., and sold at 1d. per lb., realizing £9 15s. 6d. The five fishermen received one-quarter of this sum, viz., £2 8s. 10½d. They were Robert Williams, Edmond Groome, John Neenane, Joseph Welsh, Sandy Eager. All except Williams, the head man, signed the receipt by mark.

The following week only 59 salmon were taken, the average weight being 9¾ lb., as against nearly 10½ lb. above.

James Riordan collected the money on behalf of the agent, Christopher Gallwey.

Apart from some modern papers dealing with litigation concerning fishing rights (which cite certain old documents relating thereto*), there is little among the papers in this collection bearing on the subject of fishing beyond a few isolated accounts such as that summarized above. It may be mentioned that a Williams was still connected with the salmon fishery in 1811, when a proposal by Elizabeth Williams to rent the "hawling" rights for seven years was accepted.

1762 to 1789.

The following particulars are extracted from personal Ledgers:—

Indoor servants retained during Lord Kenmare's absence on the Continent included:

Mrs. Bridgett Butler, housekeeper, £18 per an.

Tim Sullivan, kitchen porter, and his wife Mary, £3 each per an.

Frances Fitzgerald, housemaid, £3 per an. with 6d. per day, board wages.

* e.g. extracts from 1620 patent, printed p. 353 *et seq.*

Ellen Foulloo,* housemaid, £3 per an.

Mark McGrath, kitchen porter, £3 per an.

James Hayes, brewer, employed from 1778-1783 at £13 13s. od. per an. with 6/6 per week board wages.

Outdoor servants included :

Tim Horgan, caretaker of " his Lordship's offices," £7 per an.

John Riordan, driver, £8 8s. od. per an.

Robert Williams, porter, and his son Walter, boatman, together, £16 per an.

John Kearney, warren and park keeper, £5 per an. In 1775 William Hasset was hired as park-keeper at £17 6s. 3d. per an., and was succeeded by his son Denis at the same salary.

In 1775 Daniel Sweeney began the care and coppicing of woods at £22 15s. od. per an., which in 1780 was raised by £20.

Edward Barry, " coxswain to his Lordship," from 1781, £6 per an.

Edmond Cotter, herdsman, 1778-1782, £4 per an.

Thomas Woods, driver to the Hospital estate from 1788 : salary, £4 and glebe of Kilgobbin.

Woodrangers were :

Ardagh—John Connor and John Brien, £3 per an. together ; succeeded by Bryan Sweeny at £8 in 1778.

Bantry—Derby Keoghane, £2 10s. od. per an.

Killnencar—John Lean, £1 2s. 9d. per an. ; succeeded in 1772 by John Sweeney.

Coolicky—Edmond Barry, from 1767, £2 ; 1788, David Fleming, 4 per an.

Other woodrangers [*district not specified*] were :

Edmond Groome (£3) and, taken on in 1779, Felix Sweeney, Garret Roch and James Carthy. Sweeney was raised from £3 to £4 2s. 9d. in 1782.

The following tradesmen are in the ledger :—

Patrick Walsh, slater, £6 16s. 6d. per an.

Thadee Riordan [mason], for keeping park wall in repair, £10 per an.

Samuel Morris, clockmaker, 11s. 4½d. per an. " for keeping his Lordship's clock in repair.

John Duckett, glazier and plumber. Salary as plumber,

* See note §, p. 279.

£2 10s. od. per an. Glazing paid by piece. Robert Wright, smith, £2 per an.

After 1778.

Daniel Carthy, smith, for keeping locks, hinges, keys, grates, etc., in repair, £16 per an.

Thomas Atkins, cooper, £7 per an.

Daniel Casey, for repairs to boats and ploughs, £9 10s. od. per an.

Edmond Barrett, painter, £12 per an.

John Rahilly, carpenter, £12 per an.

Pat Morphy, tiler, £8 per an.

The 3 last-named were only employed for a few years. Francis and Maurice Quirk, masons, were also employed temporarily at £12 per an. together.

In addition to various widows' pensions, etc., annuities to priests (Rev. John Brown, £4; Rev. James Huolahan, £22 15s. od.) may be noted, as well as:

Catherine McAuliff, salary from 1765 as knitting schoolmistress, £6 per an. She was discharged Nov., 1768, and replaced by Bessy Barry, who was followed on her death by her daughter, Ellen Flood.

Daniel Cronin, otherwise Dandy, superannuated postman, pension from 1782, on account of his age and infirmity, £3 8s. 3d. per an.

Daniel Lea, salary as postmaster from Dec., 1780, £12. He was discharged in 1787 and William Roche appointed at £13 13s. od., the increase being due to the horse post.

Edmund Hogan, schoolmaster, from Dec., 1788, a salary of £11 7s. 6d.

Andrew Bradley, constable, salary from June, 1779, £2 5s. 6d. This account ceases Dec., 1782.

Among the charitable pensions the most noteworthy is one of £3 3s. od. per an. to Daniel Cronin, "the blind man." It was paid for 10 years and on his death in 1772 was continued to Derby Connor, "Catechist."

Nov., 1775, to Oct., 1778.

Cost of Lord Kenmare's new offices, etc. Items include 17,990 bricks at 15/- [per 100] (£134 18s. 6d.) and 2,768 barrels of lime, costing £115 6s. 8d. The total is £2,432 5s. 11½d.

KENMARE MANUSCRIPTS

PART IV

KENMARE MANUSCRIPTS

PART IV

LEGAL DOCUMENTS.

The constant litigation involving the family from the date of the forfeiture of the estate in 1691 until in 1768 Thomas, 4th Viscount, finally got clear of encumbrances, resulted in the accumulation of a great quantity of papers relating to the various lawsuits in which he and his father were engaged. While many have, no doubt, been lost and a large number of those which survive have become almost obliterated by damp, there still remain, apart from letters dealt with in Part I, nearly a thousand documents comprising Chancery and Exchequer Bills and Answers, briefs and miscellaneous legal papers.

Each of the principal causes actually consists of a series of suits in which the names of the plaintiffs and defendants undergo constant variation, though the questions at issue remain substantially the same. Each has its origin in a seventeenth century settlement. The first involves John Asgill, Richard Hedges, the two Londoners, James Cardonnel and William Lilly, and several relatives and connexions of Lord Kenmare. Three documents relating to this are printed below (pp. 315, 321, 325): these sufficiently elucidate the essential features of the case, though they present the facts in the light most favourable to Lord Kenmare.

The other main cause of litigation was the claim of the White family to the payment of an encumbrance on the estate which Lord Kenmare believed had been fully discharged. The lawyers were kept busy with this during a period of more than 70 years. This case is of considerable family interest, and as the documents in it also illustrate the working of the Penal Laws as late as the seventeen-sixties, since it was complicated by the intervention of a Protestant discoverer, a full selection of them is printed below (pp. 288 to 315).

The other documents selected for inclusion in this Part* have been chosen for a special reason such as the elucidation of

* Some legal documents of a different nature, such as leases, wills, etc., will be found calendared in Parts II and V.

some legal point of interest or the amplification of some matter dealt with in the correspondence printed in Part I. It is quite possible, however, that some items of value may have escaped my attention, the mass of material in this category being so considerable that I could not in the time at my disposal read every line of it, many of the documents containing up to 50 and even 100 large pages and frequently covering the same ground. Should a further investigation of it be undertaken at some future time the documents which, in July, 1940, when I began work on this report, were lying in confused heaps in different places, will be found segregated under general case headings. Reference has already been made to those which have been rendered practically valueless by damp: these have not been sorted, but it would appear from an examination of some of them, taken at random, that they are of the same general character as those not so damaged and, in certain cases, duplicates thereof.

1692-1768.

The Cases of *White v. Browne* and *Ward v. Browne*.

Several hundred documents relating to these causes are available, including certified copies of bills and answers summarized in the briefs, etc. For facility of reference when examining the papers I marked the more important of these with consecutive identification letters. The following summary is made up of extracts from some of these, viz. :—

- B 2. Attested copy of Exchequer Order, 1692.
- G. Attested copy of 1675 settlement.
- J. Affidavit of William Freeman, 1724.
- K. Case of James Ward, Protestant discoverer, House of Lords, 1763.
- L. Brief for Lord Kenmare's counsel, Chancery, 1757.
- N. Statement of the case up to 1756.
- R. Brief for Lord Kenmare's counsel, House of Lords, 1762.
- V. Brief for Lord Kenmare's counsel, Chancery, 1767.
- W. Lord Kenmare's Case, House of Lords, 1763.
- CC. Lord Kenmare's case, with counsel's opinion, 1750.
- DD. Lord Kenmare's offer, 1761.
- FF. Copy of bond relating to final settlement, 1768.

HH. House of Lords Judgement, 1763.

MM. Consent of parties, 1768.

The cases of Dixon and Annesley and Chamberlain and an opinion thereon in relation to the Hospital estate (printed pp. 322-325 *infra*) may also be consulted.

*Document W.**

Elizabeth Browne being seised in fee of the Hospital of Anye, the town and lands of Corbally and several other lands in the counties of Limerick and Cork, of about the yearly value of £1,000, and having intermarried with Thomas Browne, Esq., they, in Michaelmas term 1664, levied fines and suffered recoveries of the premises and by indenture dated 29 November in the same year declared the uses of such fines and recoveries to be :

To the said Thomas and Elizabeth during their lives and the life of the survivor of them, remainder to their first and every other son in tail male, remainder to their first and every other daughter in tail general, with other remainders over : in which said indenture is contained a proviso that all and every their daughter and daughters should have and receive, out of the issues and profits of the premises, such portion and portions as should, from time to time, be limited and appointed for them by the said Thomas and Elizabeth, or either of them respectively, by deed duly executed, or by will attested by three or more credible witnesses ; and that all persons that should thereafter be seised or possessed of the premises should be seised to the uses before mentioned and for the payment of such respective portion or portions.

The said Thomas Browne, being seised in fee in his own right of an estate of £400 a year in the counties of Cork and Kerry, did by fines and common recoveries and a deed § (2 November, 1675) declaring the uses thereof convey the same to the use of himself for life . . . It was provided by the said deed that in case of the said Thomas Browne's dying without issue male of the said marriage and having issue one or more daughters by the said Elizabeth so that the estate should devolve on

* Thomas Browne, 4th Viscount Kenmare is the Respondent in the Original and Appellant in the Cross Appeal, the appellant in the original appeal being James Ward, Protestant discoverer.

§ Document G : for brief summary of this see p. 463 *infra*.

Helen, his second daughter, or some younger daughter, every daughter on whom the estate should not devolve should, out of the rents and profits of the premises, receive the sum of £200 sterling.

Elizabeth Browne died in October, 1680, leaving issue by the said Thomas Browne, four daughters, viz., Barbara,* who died soon after without issue, Helen, Elizabeth and Celina,† but no issue male.

Thomas Browne made his will (31 October, 1684) and in pursuance of the power reserved by the deed of 1664, devised to Elizabeth, his second daughter then living, £3,000, and to his daughter, Celina, £2,100, for their respective portions, to be raised out of the rents, issues and profits of his said wife's estate by £500 per an. to the said Elizabeth and £350 per an. to the said Celina, for 6 years from his decease and until the said sums should be raised and collected out of the said estate . . . and he directed that the profit and advantage which should be made of the said sums should be employed for the maintenance and education of his said daughters until they should be respectively married or attain their respective ages of 21 years.

The said Thomas Browne died in November, 1685, without issue male. Upon his death Helen, then his eldest daughter, became seised in possession of an estate in tail general in all the premises, and soon after intermarried with Sir Nicholas Browne, Bart., afterwards Lord Kenmare, who, in her right, became seised thereof and had issue by her, and maintained and educated the said Elizabeth and Celina till the latter end of the year 1688, when Sir Nicholas having been attainted of high treason on account of the rebellion in Ireland, the estate which he had in the premises, being an estate for his life, not only in right of his wife so long as she lived, but also as tenant by the Courtesy, became forfeited and vested in the Crown, and the lands were seised into Their Majesties' hands.

The appellant Ward's case (Document K) agrees substantially with the respondent's up to this point except that he alleges that:

Nicholas Brown, Esq., afterwards called Lord Kenmare, who in her [his wife's] right enjoyed the estates . . . from the death of her father till 4 December, 1688, [received the profits]

* Wife of Sir William King (Doc. B 2).

† Also called Sheely.

without any regard to the younger daughter's portions . . .

W continues :

Soon after Sir Nicholas's attainder, Celina Browne, then under 13 years of age, intermarried with John White, and Elizabeth with Melchior Lavallin,* and in September, 1691, the said Lavallin and White, in prosecution of a design which they had formed to get possession of both estates, and to enrich themselves by the spoil thereof, joined in a petition to the Court of Exchequer in Ireland, praying that Their Majesties' hands might be removed off the estates, which were the inheritance of the said Elizabeth Browne, the mother of their wives, and that the petitioners might be permitted to receive out of the rents and profits thereof the several yearly sums of £500 and £350 until the respective portions of £3,000 and £2,100 . . . should be fully satisfied . . . pursuant to the directions of [Thomas Browne's] will. They also prayed that Their Majesties' hands might be taken off two-thirds of the estates of the said Thomas Browne in the counties of Cork and Kerry which they alleged belonged to them in right of their wives as two of his co-heirs, but they did not disclose the settlement made of this estate by Thomas Browne in 1675.

The Court of Exchequer referred it to Sir Richard Levinge, then Solicitor-General in Ireland, to examine the rights of the petitioners and, upon his report, was pleased to declare † they saw no reason for continuing Their Majesties' hands on the lands in the county and city of Limerick, nor for continuing Their Majesties' hands on the two-third parts of the lands in the Counties of Cork and Kerry, which belonged to the said Melchior Lavallin and John White in right of their said wives, as two of the co-heirs of the said Thomas Browne of Hospital, the said Lavallin and White first enrolling the settlement of 1664 and the will of Thomas Browne and giving good security by recognizance to account for all the profits . . . and also to account for the rents . . . of the Limerick estates until they

* According to Document K, Celina married in January, 1689, and Elizabeth in July, 1692.

† B 2 gives the terms of this order verbatim. For denominations of lands enumerated therein see pp. 392, 393 supra. The terms of the 1664 settlement are cited in detail. In 1692 John Baggott, cognizee of the fine, and Jeffrey Browne, recoverer in the common recovery, were both dead and Dominick Brown, son and heir of said Jeffrey, was then residing in Galway (B 2, p. 4). The Exchequer Order is dated 23 February, 1692 [3].

should be satisfied and paid the respective portions payable thereout.

White and Lavallin, with their sureties, entered into a recognizance in the penalty of £6,000, and thereupon entered into possession of all the estates of Elizabeth Browne, comprised in the settlement of 16[6]4 and also into two-thirds, if not the whole, of the estates of Thomas Browne in the counties of Cork and Kerry, and received the rents and profits of the said several estates from the year 1692 to the year 1698, which were more than sufficient to have satisfied all their demands. For it appears that in 1684 the Limerick estates were worth £991 10s. od. a year and the Cork and Kerry estates, £400 a year; and whilst White continued in possession he cut down woods on the Cork estate to the value of £1,080, as appears in proof.

K states that White and Lavallin were in possession of the Limerick estates from May, 1693, to November, 1698, during which time their total receipts therefrom, owing to the distress of the times, were but £510 7s. 1½d., less than enough to pay the interest on the portions; that they entered into possession of the Cork and Kerry estates in 1695, still in ignorance of the existence of the settlement of 1675, and during four years' possession received a very small part of the rents. The woods lying waste and open to every plunderer, White, amongst the rest, in July, 1699, cut down some small quantities of timber of inconsiderable value.*

W continues:

In the 11th and 12th of William IV an Act of Parliament was passed at Westminster, entitled An Act . . . , called in Ireland the Act of Reassumption by which . . .

Under this Act of Parliament the said John White on behalf of himself and Celina his wife in July, 1700, exhibited his claim before the said Trustees [for Irish Forfeited Estates] for Celina's portion of £2,100, setting forth among other things, *here follows a short summary of the facts recited in the foregoing pages* [and setting forth] that the 6 years' time since the death of Thomas Browne, in which the said portions were to have been paid, effluxed in the beginning of November, 1691, and the said entire sum of £2,100 principal money remained due at that

* Cf. p. 390.

time, the legal interest of which from 1 November, 1691, to the 1st of May then last amounted to £1,785, which, being added to the principal, made in the whole the sum of £3,885 [leaving a balance due to claimant after deducting £510 7s. 1½d. received as stated above of £3,374 12s. 10½d.] which he conceived (and hoped it would be so adjudged) ought, together with the lawful interest thereof for the future, to be charged by the Trustees' decree on the said estates, until the same should be paid by reasonable instalments . . .

Upon hearing this claim it was referred to Mr. Spry, the officer of the Trustees, to settle what was due thereon, who in taking the account allowed the claimant £900 for interest of his wife's portion of £2,100, although such portion was by her father's will directed to be paid out of the rents and profits of the estate by annual instalments; and having computed what was in this way due to the claimant . . . reported that there remained due . . . on 3 October, 1700, the sum of £2,469 18s. 3d.

The Trustees, upon the return of the said report, so far allowed the claim as to decree (14 November, 1700) that the claimant should, out of the rents and profits of the lands in the claim, and recited settlement of 1664 expressed, have and receive, as well the sum of £369 18s. 3d. (part of the said sum of £2,469 18s. 3d. due for interest) as the said principal sum of £2,100 portion, with interest at ten per cent. for the said £2,100 from the said 3 October, 1700, until the same should be paid.

There is a clause in the said Statute of 11th and 12th of King William, by which it is enacted that all persons who had, subsequent to 13 February, 1688[9], entered upon any of the forfeited estates and held and enjoyed the same without any grant thereof or any lawful title thereunto, should be responsible for the profits thereof during their occupation into the Exchequer in Ireland before 1 August, 1700, or forfeit double the value thereof. But if such persons should, on or before 10 July, 1700, discover to the Trustees such lands, etc., so by them enjoyed, they were thereby declared to be discharged from any account of the profits thereof before 2 November, 1699.

White, who got into possession of the Cork and Kerry estates under the Order of the Exchequer in 1692 and who did not fall within the meaning of the foregoing clause, preferred his dis-

covery to the said Trustees on 9 July, 1700, and fraudulently concealing from them the said Order, he only stated that in the year 1692 he entered into the possession of one-third part of the Cork estate under an apprehension that he was entitled thereto in right of Celina his wife . . . that he had been lately informed that this estate had been settled by the said Thomas Browne upon his daughter Helen, then the wife of Sir Nicholas Browne, and that Sir Nicholas having been outlawed for high treason the said estate became vested in the Trustees by the said Act since the 2nd November then last and was to that time concealed and undiscovered as to the said third part thereof ; and that he having entered upon the premises without any lawful title to the inheritance or possession was by his discovery entitled to the benefit of the said clause and was thereby discharged from the mesne rates, issues and profits which he had received ; wherefore he prayed that the benefit of his discovery, in pursuance of the said Act, might be allowed by the said Trustees.

This discovery was preferred by White with a view to protect himself by the adjudication of the Trustees from accounting with the owner of the inheritance for the profits received by him out of the said estate in discharge of his demands, but it does not appear that the Trustees made any adjudication upon such discovery or claim.

Document K, which emphasizes White's bona fides in this matter, mentions that the deed of 1675 was in the hands of Sir Stephen Rice. Dealing with the same in greater detail document R specifies (p. 8) the lands enjoyed by White, viz. The third part of the lands, etc., commonly called :

Drumainsinshin	1	plowland	Glanbanoe	3	plowlands
Bourlom	..	3	„	Dromysullivane,	
Courlom	..	3	„	Derrykerkane	
Aghilmore	..	1	„	and	
Ashillbegg *	..	1	„	Meanlykeefe	.. 3 „
Comleagh	..	4	„	Dromydounell	½ „
Gurteen	..	1	„	Ballylicky	.. 1 „
Ringydonegan		1½	„		

all situated in barony of Bantry.

* i.e., Aghilbeg. See Index of Place Names for identification of these lands.

W continues:

Although White had been in possession of the Cork and Kerry estate, under the Order of the Court of Exchequer, from the year 1692 to 1698, and had an undoubted title to receive, and did actually receive, out of the rents and profits of that estate, the £200 portion which, under the settlement of 1675 his wife Celina . . . was entitled to, and by reason of such title could not be liable to any penalty for not accounting for that sum, yet in order to procure a double satisfaction, he exhibited a claim (5 August, 1700) to the Trustees for the said additional portion of £200, setting forth the said settlement . . . but concealing from the said Trustees the aforesaid Order of the Court of Exchequer and his enjoyment of the said estate under that Order.

The Trustees not being apprized of the said order allowed the claim and decreed (20 October, 1701) * that the claimant should out of the rents and profits of the said lands have and receive the said sum of £200, but no interest was prayed by the claimant or decreed by the Trustees for this sum.

K says that the decree was silent on the question of interest.

W proceeds: The said Helen Browne dying about the year 1700 and having left issue the said Valentine Browne her only son and heir by the said Sir Nicholas Browne, he the said Valentine by Anthony Hammond his guardian claimed and was decreed (23 March, 1701) to a remainder in tail of all the said estates after his father's death according to his rights under the limitations in the settlements of 1664 and 1675.

In the year 1701 the Trustees paid to White the sum of £205 either in discharge of the additional portion of £200 or, as White says, in part payment of the interest for the portion of £2,100.

And in 1702 they demised to him part of the county of Limerick estate, containing 1,420 acres, at the rent of 6s. an acre for 2 years, commencing 1 May, 1702, but White never paid any rent for these lands to the Trustees.

For on 28 April, 1703, the Trustees in consideration of the sum of £3,070, part paid down and the residue payable by instalments, sold and conveyed to John Asgill, Esq., and his heirs, subject to the encumbrances affecting the same, all the

* Document L (p. 10) gives this decree verbatim.

estates and interests which Sir Nicholas Browne had forfeited by his attainder, that is to say : *details already given elsewhere*.* The Trustees also granted to Mr. Asgill the arrears of rent due for the said estates which amounted to £2,500 or thereabouts, so that, in fact, he paid but £570 for all the estates. But they sold at so low a price because the encumbrances affecting the same were to be paid [by] Mr. Asgill before he was to reap any advantage from his purchase, particularly the portions of Mrs. Lavallin and Mrs. White, which were the only charges on their mother's estates and which as well by the will of their father Thomas Browne as by the Trustees' decrees were to be paid out of the annual rents and profits of the said estates.

By virtue of this conveyance Mr. Asgill entered into possession of all the said estates and in January, 1703[4] he called Mr. White to an account for the rents of the lands demised to him by the Trustees and for money which he had received towards satisfaction of his demands. Upon stating which account (10 July, 1704) according to Mr. White's own manner of accounting, it appeared that there was only a balance of £2,285 18s. 3d. then due to Mr. White.

On 10 July, 1704, another account was stated between Asgill and White according to which it appeared that Mr. White's demands were reduced to the principal portion of £2,100 and £41 9s. od. arrear of interest of that sum to 3 April, 1704, of which he had soon afterwards received £20, so that there remained but £21 9s. od. due for interest.

Soon after the settling of the last account some private agreement was entered into between Asgill and White and Lavallin by which Asgill was to put each of them into possession of certain parts of the estate at low rents to keep down the interest of their encumbrances and in consideration thereof they were to suffer him to enjoy the residue without insisting on his paying off the principal sums which were to continue a charge on the remainder and inheritance of the estate in pursuance of this agreement.

Asgill, in October, 1704, gave to White an assignment of the rents of two denominations of the Limerick estate called the Castle Farm and Old Town, which White received punctually

* See Part II and p. 392, 396. Appellant's case mentions that the improper tithes, worth about £250 per annum, were conveyed to other trustees.

during the life of Sir Nicholas Browne and which exceeded the interest of his charge.

Lavallin, who had hitherto acted in concert with Mr. White and pursued the same plan of proceeding, was put into possession of other part of the estate, but in a different way, for in the same year, 1704, he filed a bill in the Court of Exchequer in Ireland against Asgill, charging that the £3,000, the portion of his wife and a great arrear of interest, were due and praying the possession of the Limerick estate until he should out of the rents thereof or otherwise be satisfied his said demand. To this bill Asgill put in an amicable answer. The cause was heard by consent and, by the collusion of Asgill, Lavallin obtained a decree for £5,245 2s. 5d. by virtue of which he was put into the possession of the other part of the Limerick estate ; but Valentine Browne, the eldest son of Sir Nicholas, and who was entitled to the next remainder and inheritance of the estate in tail, was not made a party to the suit.

There is no reference in K to the accounts and proceedings mentioned in the last five paragraphs.

W continues :

17 April, 1708, Valentine Browne, then an infant, by Anthony Hammond his next friend, preferred [a bill] in the Court of Chancery in Ireland against Asgill and also against Lavallin and White and their wives and others for a discovery of the sums due to the said Lavallin and White, praying that the said Asgill might be compelled to discharge the encumbrances or portions affecting the said estates or that the rents and profits might be paid into Court and applied in discharge of such encumbrances.

Asgill answered the bill and insisted that he had reduced all White's demands under the Trustees' decrees to the principal sum of £2,100.

11 November, 1709, White and his wife put in their answer and admitted that they continued to receive the interest of the £2,100 portion by virtue of the assignment made by Mr. Asgill of the rents of the lands of Castle Farm and Old Town, which they confessed they had received all to the then last November gale, but pretended that the principal sum of £2,100 then remained due.

In the summary of their answer given in K they are represented

as stating, in addition to the admissions mentioned above, that Asgill had . . . let part of the estates at a great under value and had . . . disposed of timber to the value of at least £8,000, which had, they believed, not been applied to discharge the encumbrances.

W continued :

This bill was amended in 1710 and further amended in 1712, and several answers [*given at length in K*] were put in by the defendants to the original and amended bills, but by the neglect of Valentine Browne's guardians this cause was not further proceeded in.

John White's answer (24 November, 1713) to bill filed by Anthony Hammond (8 May, 1710) on behalf of Valentine Browne and the other minors says . . . that being so entitled in the right of the said Celina, and the defendant John Asgill having purchased the forfeited estate of the said Nicholas Browne subject to the said encumbrances from the Trustees about the year 1701 . . . this defendant did in some time after apply himself to the said Asgill to permit him to receive the said money allowed him and to assign or set him out some particular lands part of the said estate for payment thereof according to the said interest, thereupon the said Asgill after many delays did at last by a certain deed . . . (5 October, 1704) direct[ed] to John Rice, Walter Delamare and Walter Rawly, tenants to the town and lands of Hospital, Knockminsky and the Lough of Hospital . . . under him the said Asgill at the yearly rent of about £132 whereby he ordered . . . the said tenants to pay defendant all arrears of rent then outstanding . . . amounting to £137 14s. od., which he never received, and their growing rents for the future towards payment of the interest of the said £2,100 decreed to him upon the whole estate of Hospital. *The answer proceeds to cite another deed* executed by Asgill, 3 October, 1704, whereby he directed Thomas Fitzgerald, tenant of Old Town, part of Aghnalack, held at £78 during the war and £95 for the remainder of the lease, to pay this rent to defendant White towards the £210 interest, said order being acknowledged by Fitzgerald in writing.

Document R, pp. 6, 7.

In Thomas Browne (Lord Kenmare's) answer to Ward's original

bill, filed 15 June, 1751, he says he believes that said John White and Celina his wife in an answer by them filed 7 February, 1708 . . . did admit they then continued to receive the interest of the said £2,100 . . . by assignment made by John Asgill out of the rents of the said Castle Farm and the lands of Old Town and they therein acknowledged to have received all interest to Nov., 1708, and in their answer insisted only on the said principal sum of £2,100 and £200 . . . Believes the said John White, the other defendants John, Elizabeth and Prisca White, Ellinor Roch, Jane White, and Boyle White their brother or one or some of them were in the receipt of £137 14s. od. yearly, being the yearly rent of the said Castle Farm of Hospital from the year 1704 until some time in the year 1740 . . . and also the rents of Old Town * from 1704 till some time in the year 1724.

In October, 1716, Mr. Asgill [*being, according to K, prevailed upon by Valentine Browne*] conveyed the estates . . . to Francis Glasscock and Charles Conyers in trust to discharge the encumbrances which affected the same.

Valentine Browne having been born and educated in England was little acquainted with the transactions in Ireland, but upon attaining his age of 21 years, which he did in 1716, † he enquired into the situation of his affairs, and 18 May, 1717, preferred his bill in the Court of Chancery in Ireland against Lavallin and White and their wives for an account and discovery of the sums respectively received by them out of the said estates, the value of the woods cut down and of the sums due to them respectively; and against Glasscock and Conyers to compel them to execute the trust reposed in them by Asgill. §

White and his wife answered this bill (5 December, 1717) and admitted that only £4 16s. od. was due for the interest of the said £2,100 at May then last and also confessed that White had received from the said Trustees the sum of £205, which was never before disclosed.

* Here given as £76 and £95: cf. *supra*.

† Recte 1715 old style, which is used throughout these legal documents up to 1752. We know from Mme. da Cunha's letters that his birthday was on March 10.

§ The contents of this and other bills are given at length in Document R. There are verbatim copies of some of the bills and answers among the papers.

Document R (p. 27) : Schedule to White's answer, 5 December, 1717, shews inter alia that :

1,400 acres in Co. Limerick were set from 1702 at 6s. per acre [I.P.M.] ;

White received the rent of Castle Farm and Old Town from 1704 [a total sum of £4,483] as well as other sums confessed to have been received by him.

R (same page) :

Various deponents named (with folio refs.) shew a large quantity of timber to have been cut and disposed of. This is denied by Boyle White in his answer to plaintiff's charge.

The following is the version given in K :—

5 December, 1717. John White and his wife and Fitzgerald [co-defendant with Glasscock, Conyers and others to bill of 18 May, 1717] answered this bill, White admitting his entry . . . as imagining himself entitled to do so in right of his wife, that he cut an inconsiderable part of the woods but that afterwards he discovered the estate to the Trustees pursuant to the clause in the Act of Reassumption . . . said he never received to the value of £60 out of the woods, confessed that the Trustees paid him £205 and no more in part of interest money then due to him and demised to him part of the Limerick lands for 2 years he having been at a public cant declared the best bidder . . . and said that on 20 July, 1704, he settled accounts with Asgill and that a balance of £41 4s. 9d. interest appeared due to him besides his principal portions and several other sums which he forgot to charge in the said account and by the schedule to their answer they claimed . . . £2,730 as due for subsequent interest from that time [20 July, 1704] to May, 1717, besides the £2,100 principal. They also claimed the £200 additional portion and £310 for the interest thereof from 20 October, 1701, when the Trustees decreed the same, to the said 1 May, 1717, besides charges and disbursements to the amount of above £500.

W proceeds :

The other parties put in their answers, issue was joined and witnesses examined, but the cause abated by the death of the parties.

Sir Nicholas Browne died in 1720 on whose decease the

said Valentine became seised of an estate in tail in possession of the several lands aforesaid, and

[having, according to *K*, on 11 May following given White a notice in writing that he would pay him the £2,100 on 1 August ensuing].

On 6 August, 1720, he preferred a bill in the Court of Chancery in Ireland against Lavallin and White and their wives, the said John Asgill and others stating amongst other things the several claims and proceedings of Lavallin and White and the clandestine manner of their obtaining the several decrees hereinbefore set forth, the purchase made by Asgill of all Sir Nicholas Browne's forfeited estates and their collusively permitting him to enjoy the same except such parts as he had put into their respective possessions without even calling upon him to discharge their portions, though so many bills had been filed against them for that purpose and prayed that they might account . . . and that the decree of the Court of Exchequer, which Lavallin had obtained by collusion with Asgill might be set aside for fraud and that the said Valentine might be decreed the possession of the premises.

White and his wife answered this bill (22 February, 1720[1]) and confessed that they had never desired or applied to Asgill to pay off the portions of the said Celina nor had taken any measures to compel him. They admitted they had been in receipt of the rents and profits of the lands of Old Town and Castle Farm for 17 years by virtue of Asgill's assignment and they insisted on the Trustees' decrees and on White's discovery and that they ought not to account but on the foot of the Trustees' decrees which, they contended, were binding and conclusive to all parties.

Doc. K gives this answer more fully and puts a somewhat different complexion on the facts stated. *W* continues:

The other parties having put in their answers, issue was joined, witnesses examined and the cause was heard on 27 January, 1723[4], before Lord Chancellor Middleton, who was pleased to declare that the decrees made by the Trustees upon the claims of Lavallin and White bound the plaintiff in that cause, so that there could be no account decreed but on the foot of the said Trustees' decrees, except for the woods cut on the Cork estate which his Lordship declared belonged to the

inheritance, the Trustees being only vested of the said estate during the life of the said Sir Nicholas Browne, and his Lordship set aside the decree of the Court of Exchequer as gained by fraud [*this part of the judgment is not mentioned in K*] and ordered and decreed that an account should be taken . . . for what the said Lavallin and White made or, without wilful default, might have made out of the Limerick estate and . . . for the value of the woods on the Cork estate by them cut down . . . and further ordered that upon Valentine's paying the defendants what should appear due to them they should reconvey the premises to him.

Lavallin and White died soon after . . . and Valentine Browne revived the suit against their respective wives, the right surviving.

The wording of K is here much fuller and more explicit and is, therefore, followed:

Soon after this decree John White died intestate leaving Celina his widow and 6 children, viz. Boyle White, his eldest son, John, Elianor, Elizabeth, Jane and Prişca, minors, and Celina and Boyle White administered to him.

Melchior Lavallin died also about the same time, having made his will, but the executors dying before probate, administration with the will annexed was granted to John Lavallin, his son.

The affidavit of William Freeman, sworn before Roger Callaghan at Kanturk on 8 May, 1724 (Document J) is given here to exemplify some of the difficulties and complications of the case not indicated in documents W and K.*

Whereas several lands in controversy between the plaintiff (Valentine Browne, Lord Kenmare) and the defendants (Melchior Lavallin and John White) were by order of this honourable Court [of Chancery] to be set by a Master thereof to the best bidder and . . . 20 April last being appointed for setting the same, Mr. James Webb of the city of Dublin, gentleman, appeared and took the several following lands by and with the consent of the said Master and of the plaintiff, viz., the lands of Colscart, Killteely, Oldtowne, Islandrohid, Gortlebeen and the burgess lands of Any, all . . . in the County of

* See p. 400 infra. This document is also of interest on account of the information it affords regarding the names of occupying tenants on the Co. Limerick estate at that date.

Limerick and accordingly the said James Webb by letter . . . desired . . . that William Freeman should dispose of the said lands as he should see most for the said Webb's service and whereas also the plaintiff did by his letter bearing date 27 April aforesaid directed to all and several the present tenants and occupiers of the lands of Hospital reciting and setting forth that the aforementioned lands were by order of this honourable Court set by the said Master with the plaintiff's consent to the said James Webb for 2 years and desiring and requiring the said tenants then in being to give up quiet and peaceable possession of the said lands to this deponent to and for the use of the said James Webb. Now the said William Freeman came this day before me and made oath that pursuant to the directions . . . he this deponent in company with John Browne of or near Bruff in the Co. of Limerick, gentleman, with several other gentlemen and their attendants did, on the 1st day of May inst. go on the several following lands and to the several following tenants and occupiers of the same and in the name of the said James Webb demanded possession of the same to which demand they refused to comply, viz., the present occupiers of the Burgess lands of Aney, whose names follow : Edmd. Butler, Patk. Brien, John Burke, Derby Bryen, Nicholas Connell and Michael Carroll, who severally answered that they being undertenants to one Mr. Wm. Tubbs of Knockaney, would give no possession until they had received orders from said Tubbs for the same, and the deponent accompanied as aforesaid went to the said Tubbs his dwelling house, where he did not find the said Tubbs, his wife and family alleging he was in Cork and that they had no orders to give any possession of the said Burgess lands of Aney to anybody, and the deponent further deposeth that on the second day of May aforesaid he met the said Tubbs at the house of one John Frawly in Hospital and desired the said Tubbs to give him possession . . . to which the said Tubbs made answer that as soon as he should see a proper order of Court or that his landlords Mr. Stradford and Mr. Hodder should direct him he would give up the possession and not otherwise and that for the present he had their orders to keep the possession. And the deponent further deposeth that on the 1st day of May aforesaid he met Mrs. Celina White, widow . . . of John White

in the town of Hospital and demanded of her to deliver him possession of the said lands of Oldtowne and Gortleibeen then in her and her undertenants' possession to which she made answer that she would not disobey any order of Court which should be served on her . . . but she would deliver [no possession] to the deponent on his allegation of a power given him by the said James Webb or the plaintiff, having had no notice from her agent or Six Clerk in the said cause that she was obliged so to do ; whereupon the deponent accompanied as aforesaid went to the several following persons houses on the said lands of Oldtowne and Gortleibeen, viz., Nicholas Power, John Slattery, Roger Ryan, Thomas Lee, Willm. Frawly, Dennis Murphy, Michael Riordan, Simon Ryardan, Danll. Carthy, Dennis Carthy and John Frawly, where the deponent demanded possession . . . to which demand they . . . answered that they would give no possession until they received orders from Mrs. Celina White . . . The deponent further deposeth that he met Mr. Thos. Grady in Hospital, present tenant in possession of the lands of Killeely . . . and demanded of him possession . . . and that the said Thos. Grady made answer he would give no possession for that he knew where he was to have his remedy in case he lost his farm . . . and the deponent thereupon went accompanied as aforesaid on the said lands of Killeely . . . and demanded possession . . . from Thos. Felan and Thos. Gardin inhabitants and tenants on the same and possession was refused him.

K continues:

Celina White . . . by will 22 September, 1724, appointed Francis Garvan, Patrick Phelan and her son, Boyle White, her executors with directions to proceed in the recovery of her portion against Valentine Browne and when recovered she gave the same to her executors in trust as to two-thirds to be equally divided amongst her children and as to the remaining third to pay £100 apiece to her sons Boyle and John White and the residue to her daughter Elizabeth ; and died.

Boyle White, the eldest son, died soon after his mother without issue, leaving Francis Garvan and Eustace White his executors.*

* Document J, pp. 1 to 7, affords the following information not given elsewhere :—In 1756, John White (Jun.) is described as of Rathgonan, Co. Limerick, and Col. John White and Boyle White, late of same : Jordan Roche as of Glin, Co. Limerick ; Eustace White as of Kilgobbin, Co. Limerick, and Francis Garvan late of same ; Patrick Phelan as of Cahirmoyle, Co. Limerick.

Valentine Browne exhibited different bills of revivor against the several representatives of John, Celina and Boyle White and against the other children of John and Celina White, but neglected after the death of Celina and Boyle to bring any new representatives before the Court to John White the intestate, who had received the rents and profits of which the account had been decreed.

Valentine Browne obtained an English Act of Parliament (13 Geo. II, 1726) [*not mentioned in W*] for sale of part of his estate for payment of debts and encumbrances. The Act recites articles for a settlement made on his marriage in 1720 with Honora Butler that his estate at and before his entering into the articles was subject to several large debts and encumbrances amounting to £13,931, particularly to John White, £2,100, that most of the said encumbrances carried interest at 10 per cent. and . . . the estate . . . was thereby vested in Charles Earl of Arran and John Lord Delawar in trust by mortgage or sale to raise and pay the beforementioned debts and encumbrances . . . and all other debts and encumbrances to which his estate was subject at the time of the articles with a general saving of the rights [etc.].

Valentine Browne, after acquiescing seven years under the decree and proceeding on the account before the Master in 1731 appealed to this House . . .

W proceeds:

Valentine Browne was advised to appeal to the House of Lords from the decree of 27 January, 1723, for that the account directed to be stated on the foot of the decrees of the Trustees was injurious to him and that the account should have been directed to be taken and stated on the foot of the settlements of 1664 and 1675 and the will of Thomas Browne . . .

Upon the hearing of the said appeal their Lordships were pleased to dismiss the same for want of necessary parties without examining the merits of the cause.

The decree was afterwards submitted to by all the parties and several proceedings had, orders made and summonses issued to compel the defendants in the said cause to attend the Master and to have the account taken which the plaintiff Valentine was not able to get done occasioned by the delays of the defendants [*examples of their methods of delay are given*

on p. 27 of doc. R], and before a report could be procured by the said Valentine Browne he died in [June * in] the year 1736, leaving the respondent in the original and appellant in the cross appeal his only son then an infant of the age of ten years, who on the decease of his father became seised of an estate tail in the several lands aforesaid under the settlements of 1664 and 1675.

Although all the demands of John White and Celina his wife and of the representatives and devisees of Celina were, or without their wilful default might have been, fully satisfied before the decease of Valentine Browne, yet Edward Herbert, Esq., who was appointed agent to the respondent during his minority by his guardians the late Earl of Arran and [Henry Arthur Herbert the] * present Earl of Powis not having been apprised thereof paid and permitted the devisees of Celina White to receive annually £237 out of the respondent's estate from the year 1736 to the year 1750 whereby they became indebted to the respondent in a considerable sum.

According to K receipts were always given on account of interest in general without particularizing for what sum such interest was paid or received, but none of the principal sums of £2,160, £369 18s. 1d. and £200 have been at any time paid and there is a very great arrear of interest still due upon each.

The appellant James Ward in the year 1750 preferred his bill in the Court of Chancery in Ireland as a Protestant discoverer founded on the [anti-Popery Laws] against the respondent . . . who in the year 1747 [26 March] * had attained the age of 21 years and against the devisees and representatives of Celina White and others . . .

This bill, filed 22 February, 1750 [1], and the amended bill, filed 29 May, 1752, together with the answers thereto, are given fully in document R, p. 1 et seq. stating [settlements, wills, decrees, etc., and] charging that her devisees were papists and incapable of taking the benefits of the bequests made by her will and praying as a Protestant discoverer to have a decree for the said sums of £2,100, £369.18s. 3d. and £200 decreed by the said Trustees to John White and to the interest for these respective sums from the dates of the said decrees.

The respondent put in his answer (15 June, 1751).

* Doc. C.C. p. 5.

The following passages from the answer of the respondent (defendant in that suit) are quoted from Doc. R, p. 9 as covering some points not hitherto mentioned:—

Admits that defendant after his arrival to full age permitted Edward in bill [Edward Herbert] to pay . . . several sums of money yearly on account of interest of what was pretended to remain due of the said principal sum of £2,100, which defendant was satisfied to pay them from motives of friendship, as they are his near relations and as the daughters of the said John White have no other maintenance. (Having denied that any sums were ever paid by way of interest on the pretended sums of £369 18s. 8d. and £200) *proceeds* :

Doth not know whether John White the son obtained letters of administration to his father Col. John White or his mother Celina or to his brother Boyle White. Believes Ellinor Roch in bill is dead but knows not whether Jordan Roch her husband obtained letters of administration to her. Believes that John White in bill and Celina his wife were all their lifetime Papists . . . and that their children in bill were at the time of the death of the said Celina Papists . . . and that Elizabeth, Prisca and Jane White and Jordan Roch in bill are as yet Papists or persons professing, etc. Admits this defendant is a person professing the Popish religion and knows not whether Patrick Phelan in bill was a Papist but believes Francis Garvan the elder was a Papist and that his son Francis Garvan, of the Middle Temple, is a Papist . . .

The respondent preferred a cross bill (1 October, 1753) against the said James Ward and against the representatives and devisees of Celina White,

in which having covered at length the same ground as in former bills and answers he says (Document N, p. 47) :

that in order to avoid expense and trouble and to live in amity with all the children of the said John and Celina White he did propose and was willing to leave all matters in difference between them to the arbitration of two lawyers and did insist and apprehended that such admission and proposal was no admission of a right in them to the said pretended demands . . .

The truth was that said Ward was to have no benefit by said bill, same having been brought in trust and for the benefit of the other defendants [Whites] or one of them . . . and said

defendants White or Roche . . . had been at the sole expense of the same and then carried it on without the privity or intervention of the said Ward who was . . . so obscure the [respondent in appeal] could not find out where he might be met with, and so indigent that he was not able to pay any costs.

Doc. N, pp. 50-53.

Ward filed his answer (5 November, 1754) in which he admits : that he was to have little or no benefit by said [original] bill and that the same was brought in his own name in trust and for the benefit of Edward Bollingbrooke, Esq., who he believed was a Protestant and that said Bollingbrooke was at the expense of filing said bill and that he carried on said original cause . . . admitted he was somewhat poor but said he was a Protestant born of Protestant parents and a shoemaker and resided in Dublin . . .

Bollingbrooke having been made a party put in an answer (1756) saying he had no interest and declared the trust to the Hon. Thomas Southwell.

The Bill was amended and Mr. Southwell made a party and he being served with process put in a short answer after the coming in of which the bill was again amended . . . Mr. Southwell insisted he had no right to answer and it being referred to a master to report the answer short . . . Mr. Southwell brought the matter before the Court [his exceptions were overruled] and he ordered to answer . . . but a further answer was never insisted on.*

W proceeds, giving the purport of Kenmare's answers and cross bill of 1 October, 1753, viz. :

That he ought not to be affected by the account stated between the said John White and the said Trustees to which his father Valentine, who was entitled to the inheritance, was not a party. That this account was founded in fraud and misrepresentation and that the Trustees had no authority to alter or vary the nature of the charge on the estate or the manner of payment directed by the will of Thomas Browne or to liquidate

* Note inserted in different hand at foot of p. 28 of Doc. V states, that on 5 February, 1760, Mr. Southwell put in a third answer and admitted that the trust was declared to him for his own use and benefit, that he carried on the cause at his own expense and insisted on his right.

sums or to decree interest or to induce any charge on the inheritance to which the title of Valentine Browne, the respondent's father under the said settlements, was allowed by the decree of the said Trustees and further that the account ought to be taken up and stated from the decease of Thomas Browne and credit given for the respondent for all sums received by John White in his lifetime and for the woods cut down by him and for all sums received by the said Celina and her devisees and representatives from the respective times when such sums were received.

The case was heard 29 June, 1761, and the Lord Chancellor of Ireland made the following decree and order:—

That the appellant as the first Protestant discoverer by virtue of the said laws made to restrain the growth of Popery was entitled to and should recover the sum of £2,100, the portion of the said Celina White, with interest at the rate of 10 pounds per cent. from the 14th day of November, 1700, the date of the decree of the Trustees, and also the sum of £369 18s. 1d. arrear of interest decreed by the Trustees but without interest, and should likewise recover the sum of £200 decreed by the said Trustees with legal interest for the same, from the time of filing the appellant's bill;

That an account should be taken of what was due to the appellant [on the aforesaid basis] . . . an account to be taken of the value of the woods cut down and destroyed by the said John White or his order, upon which said several accounts all just allowances were to be given and each party was to be at liberty to examine the other on interrogatories, and the master was armed with a commission for examining of witnesses and if any matter should appear difficult to him in stating the said several accounts he was to report the same specially and the consideration of further directions was reserved by his Lordship.

In October, 1761, Lord Kenmare made an abortive proposal through his lawyers to the Miss Whites, Ward and Southwell being ignored, viz. (Document DD.):*

My Lord Kenmare for the peace and security of his family does insist that this cause shall be proceeded in and a final decree obtained. He is desirous that the account decreed to be taken and made up [by the respective agents of himself, Ward

* Endorsed by D[enis] D[oran]: copy to Mr. Fitzgibbon, 18 October, 1761.

and the Whites] amicably and that if they should disagree in any points that such points should be referred to some indifferent counsel and that the account thus made up should be reported by the Master.

If . . . any balance shall appear due to my Lord Kenmare and be decreed to him he will relieve that balance and the costs to the Miss Whites.

If any balance shall appear due to the plaintiff [Ward] or the Whites he will . . . pay the same.

My Lord from a sense of the condition and circumstances of the ladies who are his relations is willing [to make up any balance due to them to £1,500 or, if no balance due] to make them a compliment of £1,500 . . . and to give them as a further bounty for their support and maintenance £75 a piece during their respective lives and £25 more to the survivor to be secured as their counsel shall advise.

[Any expense exceeding £50 put on Lord Kenmare by reason of unfair controversy or litigation will be deducted from the £1,500.]

These are my Lord Kenmare's sentiments which I lay before you as proofs of his justice and of his generosity on the performance of which you may rely if your clients have attention enough to their own interest to accede to them.

A note, as follows, is written in Lord Kenmare's own hand on the third (blank) page of this document :

It is submitted to Mr. Doran's consideration whether it would not be proper to request Mr. Fitzgibbon that these unhappy women should not get a sight of this or any other paper handed to him from Mr. Doran or any other persons employed by me as the use they have hitherto made of all overtures, made from my sense of compassion to them, has been to urge them as instances of my conviction of the justness of their wild demands, and in case of their continuing in their resolutions of appeal they and their friends would probably repeat the same treatment before the House of Lords.

Document W continues :

The said James Ward, the discoverer, having presented his appeal to the House of Lords [for the following causes :

- (i) that he is not decreed interest for the £369 18s. 1d. ;

(ii) that he is not decreed interest for the £200 from 1685 or at least from 1701 ;

(iii) that an account is directed to be taken of the value of the woods cut down by John White, while he was in possession thereof]

the respondent in that appeal thereupon presented his cross appeal.

The cases were heard by the House of Lords and judgment given on 25 January, 1763, as follows (Document HH.) :

Die Martis, 25 January, 1763.

After hearing counsel as well yesterday as this day upon the original petition and appeal of James Ward, of the city of Dublin, in the Kingdom of Ireland, complaining of a decree of the Court of Chancery in the said Kingdom of the 29th of June, 1761, and praying that the same might be amended, varied or rectified, or that this House would be pleased to make such other order for the appellant's relief as the nature and circumstances of the case might require. And likewise upon the cross appeal of Thomas Browne, Esquire, complaining of certain parts of the said decree, and praying that this House would be pleased to amend, vary and rectify the same in the several particulars complained of or that such order might be made for the appellants' relief as the nature and circumstances of the case might require. And also upon the answer of the said Thomas Browne put into the said original appeal, and likewise upon the answer of James Ward, Gentleman, and the answers of John White, Esqr., Elizabeth White, Spinster, Jane White, Spinster, and Jordan Roche, Esquire, and the answers of Edward Bullingbroke and Thomas Southwell, Esqrs., put into the said cross appeal, and due consideration had of what was offered on both sides in this cause. It is ordered and adjudged by the Lords Spiritual and Temporal in Parliament assembled, that the said decree of the 29th of June, 1761, complained of in the said Appeals, be and the same is hereby reversed. And it is further ordered and adjudged that the appellant James Ward (the plaintiff in the original cause), as the first Protestant Discoverer by virtue of the Popery Acts in the pleadings mentioned, is entitled to stand in the place of John White and Celina his wife, and the representatives and devisees of Celina, to recover, in their right, what may appear to be due to them

upon the account directed by the decree of the 27th of January, 1723. And it is further ordered that it be referred to a Master of the said Court of Chancery to take an account between the parties in this cause, pursuant to the directions of the said decree, and it is hereby declared that by the decree of the Trustees, the sum of £2,100 carries interest at the rate of ten pounds per centum from the 3rd day of October, 1700. And that by the decrees of the said trustees the sum of £369 18s. 1d., and the sum of £200 do not carry interest. And it is further ordered, that the Master be at liberty to report any matters specially to the court, and that the consideration of subsequent costs, and all further directions be reserved, till after the Master shall have made his report. And that the said Court of Chancery do give all proper directions for carrying this judgement into execution.

Ashley Cowper, Clerk Parliamentary.

Document V (p. 33), having given an abstract of the foregoing judgement, proceeds:

Notwithstanding the demand claimed by the plaintiff and his friends, not less than £14,000, they never thought of bringing over the Lords' order, but the defendant being in haste to be rid of them and proceed on the account brought it over at his own expense and had it made an order here.

The defendant Browne laid his charge before Mr. Austen, the master to whom the account stood referred by the decree in 1761.

To this charge no answer could be had by this plaintiff [Ward] until 22 June, 1763, full 4 months, such was the plaintiff's desire to get rid of this cause, but he never proceeded a single step but left the defendant Browne's agent to go on against him, who took out no less than 30 summonses from Mr. Austen from time to time until November, 1764, when that gentleman was ready to make his report, but died before he could, and would have done it long before had the plaintiff's managers not obstructed . . . such has been the conduct of these people from 1723 to keep this load on this gentleman's estate nominally . . . and this done to try to force him into some unreasonable condescension.

An order was obtained 28 November, 1764, to transfer the

reference which fell to Mr. Walker . . . [more procrastination on the part of plaintiff].

On 21 March, 1767, Mr. Walker gave notice that he had prepared a draft of his report of which the parties might have copies . . .

It appeared by this draft that the demand claimed from defendant Browne was paid 10 November, 1741, and that £1907 18s. 1d. remained due to him.

[Defendant immediately objected that the Master had omitted to give him credit for the £205 paid to White by the Trustees and for at least £1,035 value of timber disposed of by Whites. The objections, however, were not turned into exceptions because defendant would never get a shilling of it but he reserved the right to insist] if the defendant should be so unfortunate as to have this account go back upon any point not foreseen . . . it would be the undoing of the plaintiff and the defendants White to send it back . . . as they can never get anything by it other than the gratification of keeping it on foot to vex the defendant and to keep an imaginary cloud over his estate.

[After considering the plaintiff's objections] the Master at length (1 June, 1767) signed his report, having overruled all the objections as groundless.

The plaintiff or his friends have taken 10 exceptions to this report, many of them not warranted by the objections . . . delay is their object . . . The whole of them turns upon two points of no great difficulty [in effect, whether the accounts with Asgill up to 1704 can be regarded as conclusive and whether the Whites did actually receive the rents payable by Col. Rice out of the Castle Farm between 1720 and 1741].

Document MM :

5 September, 1768. By consent of the plaintiff and defendants in these causes signified by their respective clerks and agents . . . it is ordered that the plaintiff James Ward and the defendants John White, Elizabeth White, Jane White and Lord [formerly Mr. Thomas] Southwell do forthwith withdraw the exceptions taken in these causes by them or some or one of them to the report made in the said causes by Charles Walker, Esq., one of the Masters of this Court and that the said report

do stand and be absolutely confirmed and that these causes be set down to be heard on said report and merits on the first day for hearing short causes in the next Michaelmas term and that a decree do then pass in the said causes agreeable to said report for the said Thomas Browne . . . exonerating and discharging the several towns and lands mentioned in the pleadings in these causes off and from the principal sums of £2,100, £369 and £200 mentioned in the pleadings in these causes and off and from the interest of the said respective sums and it is by like consent further ordered that the said Thomas Browne do waive and relinquish the balance appearing due to him on the foot of the said report and also all costs he might become entitled to on the hearing of the said causes and that he do forthwith after pronouncing the said decree release and discharge the several defendants in the said cross cause . . . off and from the said balance and the costs . . .

Constant Cullen D[eputy] R[egistrar].

3 October, 1768.

Acknowledgment by Elizabeth and Jane White that all their claims and demands on Rt. Hon. Thomas Lord Viscount Kenmare have been discharged by him save an annuity of £150 payable during their respective lives and secured by Lord Kenmare's bond dated 1 August, 1768.*

(Copy made by Denis Foran).

* * *

A great part of the voluminous documents connected with this cause are devoted to the depositions of persons living in Co. Limerick concerning the occupation and value of lands there and of persons living in Co. Cork concerning the extent and value of timber felled. Among the depositions is a copy of Col. John White's before the Chichester House Trustees on 15 August, 1700. Many other documents deal with the accounts between the Lords Kenmare and the Whites and these include a bundle of original receipts from the Whites, numbered 1 to 73. Twenty letters are quoted verbatim: these will be found in

* Document FF makes it clear that the full annuity was to be paid to the survivor of the Miss Whites. The amount of the bond was £3,500. An endorsement in Doran's hand indicates that the originals were given by him to the Miss Whites on 3 October, 1768.

Document R, pp. 51 to 54 and elsewhere. They were written at various dates between 13 May, 1738, and 1 September, 1750, for the most part by Elizabeth White to Edward Herbert, while he was agent during the 4th Viscount's minority. All, including one dated 5 March, 1740 [1], from Madame da Cunha, relate to payments of money to the Miss Whites and clearly indicate that these were made regularly. These letters contain no matter of genealogical or social value and have, therefore, not been printed.

1714.

The case between Anthony Hammond and the Lord Kenmare's family stated by Mr. Weldon.

1691. The present Lord Kenmare being seized for life by his father's settlement of an estate of a considerable yearly value and of another estate of near an equal value in right of his lady was attainted of treason on account of the late troubles in Ireland and the said several estates were forfeited to their late Majesties King William and Queen Mary during the life of the Lord Kenmare.

1692. That her Majesty Queen Mary was graciously pleased to grant a pension of £400 a year out of the forfeited premises to the Lady Kenmare during the life of her husband for the maintenance of herself and her children.

1699. That by the act of Resumption the forfeiture of the Lord Kenmare was vested in the trustees appointed for the sale of the Irish forfeitures by which act the pension of £400 a year was confirmed to the Lady Kenmare and the arrears thereof were secured to her by another act of Parliament.

That the said Lady Kenmare died leaving issue a son and three daughters all very young. Mr. Hammond administered to her and took upon himself the guardianship of the said children and he claimed the said pension of £400 a year which was decreed to him and the arrears thereof at Ladyday, 1703, amounted to £2,660 and both the said estates subject thereto were sold to Mr. Asgill by the Irish trustees.

1703 and 1704. Mr. Hammond pending his said claim drew one or more bills of exchange on the said trustees but for how much and what was paid on such bills will be proved by Mr. Asgill in a cause now depending in Chancery in this Kingdom.

which Mr. Hammond says he never received and, therefore, since he could get no money on account of the said pension he alleges he did at the request of and jointly with the said Lord Kenmare raise or become bound with the said Lord Kenmare in several sums of money amounting to about £3,000 all which money was by Mr. Hammond given to the Lord Kenmare for the maintenance of himself and his children.

That the Lord Kenmare and his friends pressed Mr. Hammond that he would give a letter of attorney unto Sir Stephen Rice and Mr. Aylmer (the first an eminent lawyer in Ireland and the other a gentleman of an unblemished character of a good fortune and married to the Lord Kenmare's sister) to empower them to receive, sue for and recover the growing pension and the arrears thereof in order to repay Mr. Hammond what he lent or gave to the Lord Kenmare; but Mr. Hammond though he faithfully promised to sign and seal such letter of attorney, which was by his own orders prepared for that purpose, yet he deferred to execute the same and in the meantime he and Mr. Asgill made the several agreements following, viz. :

First, Mr. Asgill agreed to purchase the arrears of the said pension ending at Ladyday, 1703, being £2,660 as aforesaid, from Mr. Hammond for £1,881 10s. od. to be paid to him in London, without the privity or consent of the Lord Kenmare or any of his family and in execution thereof the said Asgill caused one Mr. Lilly to assign over a mortgage of £1,000 to Mr. Hammond, which was made by the Earl of Torrington to the said Lilly and Mr. Asgill did promise by note to discharge Mr. Hammond from £881 10s. od. part of his engagements for the Lord Kenmare and thereupon Mr. Hammond did assign over the said sum of £2,660 arrears to the said Lilly.

Secondly, under pretence of paying debts it was proposed by Mr. Asgill that the woods which grew on the said Lady Kenmare's inheritance and belonged to her son then under the guardianship of the said Hammond, should be sold to the best bidder and the money to be raised by such sale was to be paid to and laid out by Mr. Hammond, to which the Lord Kenmare agreed and in pursuance thereof Hammond and the Lord Kenmare executed a letter of attorney empowering Mr. Asgill to sell the said woods to the best bidder and Mr. Asgill sold the said woods to Messrs. Hedges and Griffin for £1,500, of

which he received £1,000 and converted the same to his own use, but the other £500 was never paid.

Thirdly, Mr. Asgill did in a little time after, either for the said £1,000 received by him for the said woods as aforesaid or on account of some other bargain between him and Mr. Hammond, grant to Mr. Hammond an annuity or yearly rent of £250 payable in England during their joint lives and covenanted that he the said Asgill would give directions to some of his tenants of his lands in the counties of Kerry and Cork in Ireland (which was the forfeited estate of the Lord Kenmare) to pay the same punctually and for better securing the said annuity the said Asgill executed a bond and warrant of attorney to confess judgement in Ireland to Mr. Hammond in an action of debt for £2,000 and accordingly judgement is actually entered in the Court of Exchequer in Ireland for £2,000 debt against Mr. Asgill for securing the said annuity.

Fourthly, Mr. Asgill soon afterwards told Mr. Hammond that the said Messrs. Griffin and Hedges would waive the sale made to them of the said woods and, therefore, they might sell them over again and Col. Rice having then many debentures by Act of Parliament treated with Asgill for the said woods and agreed to buy them for £1,000 in debentures, whereupon a deed of sale of the said woods was drawn to Messrs. Mathews and Wetton to be executed by the Lord Kenmare, Mr. Hammond and Asgill, wherein the said Lord Kenmare and Mr. Hammond did covenant that the said Matthews and Wetton and their assigns should have liberty to cut down and carry away the said woods free and clear against the issue of the said Lord Kenmare and against all other persons in remainder and Asgill executed the said deed and the Lord Kenmare to raise money for Mr. Hammond though he had no manner of title did execute the same, but Col. Rice would not pay the said £3,000 in debentures to the said Asgill but paid the same to Mr. Hammond in Portsmouth and thereupon Mr. Hammond executed the said deed.

After which time Mr. Hammond never would come near the Lord Kenmare's family though he was often requested thereto by the Lord Kenmare and several other of his friends or give any power to sue or get in the said pension nor the arrears thereof for which he made such bargains as aforesaid but at

last finding that Mr. Asgill was too cunning for him and his securities good for nothing.

Then and not before Mr. Hammond employed Mr. Weldon to sue the said Asgill and the creditors of the said estate in the name of the son of the said Lord Kenmare to whom the remainder of the said estates was decreed after the death of the said Lord Kenmare, in order to get in the said pension and the arrears thereof and that the debts affecting the said remainder might be paid off and discharged and Mr. Hammond was to pay Mr. Weldon £100 a year besides all the moneys by him really and bona fide expended or laid out touching or concerning the premises as by his deed of that date may appear.

Mr. Weldon with the privity and consent of Mr. Hammond did cause bills proper for the case to be filed in the Chancery in Ireland : one in the name of the son of the said Lord Kenmare to clear his estate in remainder by applying the rents to the discharge of incumbrances, the other in the name of Mr. Hammond to set aside his sale of the arrears of the said pension to Mr. Lilly as aforesaid and to recover the said pension and the arrears. And answers were put in to the said several bills and Mr. Weldon went into Ireland in the year 1709 and got an order that the rents of the said estates should be brought into court.

1716. The greatness of the expense (there being more than twenty defendants to each of the said bills) was such that neither Mr. Hammond nor Mr. Weldon could well support the same, therefore Mr. Weldon in the name of Mr. Hammond and by and with his particular and express authority did treat with Messrs. Griffin and Hedges, who were lessees under Mr. Asgill for a great part of the said estate, for purchasing their leases which Mr. Weldon compassed and Mr. Hammond did enter into articles with the said Hedges and Griffin so to apply the rent reserved on their leases by Mr. Asgill that the same should be approved of either by a court of equity or by the parties concerned and Mr. Weldon joined with Mr. Hammond in a bond of £4,000 penalty with condition that Mr. Hammond should perform the said articles. Thereupon Mr. Hammond empowered Mr. Weldon to receive the rents for which he is to account in Chancery.

Mr. Hammond was sued in an action of covenant at the suit of Mathews and Wetton who alleged for breach that Messrs.

Hedges and Griffin were possessed of the said woods by a prior sale under Mr. Hammond and that the said Hedges and Griffin did by virtue thereof fell, cut down and carry away timber out of the said woods to the value of £1,500 sterling, whereby the bargain to them was by so much the worse, to which Mr. Hammond pleaded performance of covenants and they proved a breach by proving that the said Griffin and Hedges were in possession by title under Mr. Hammond and had a verdict and judgement for £1,245 (1712), wherefore Mr. Weldon filed a bill in Mr. Hammond's name alleging that the interest of the bargain was in Col. John Rice and that the said Mathews and Wetton are his trustees only and that the said Rice is indebted to Mr. Hammond as administrator to the Lady Kenmare, and prayed an account in equity, upon which bill an injunction was obtained to stop execution for want of an answer; after which the last Hilary vacation the injunction was dissolved with which Mr. Weldon acquainted Mr. Swaine, agent then for Mr. Hammond, and an elegit was taken out for £1,245 and Mr. Hammond's goods to the value of about £350 were taken by elegit on the said judgement. Mr. Weldon has been at all the expense of that suit and execution and now has given security for the whole sum of £1,245.

Mr. Hammond before that time resolving to go Spain did under his hand settle accounts with Mr. Weldon as well for the the said £100 a year which he was to pay Mr. Weldon as for the several sums of money which Mr. Weldon expended to the first of February, 1710, and the balance then due to Mr. Weldon amounted to the sum of £695 14s. 8½d.

About the same time the said Mr. Hedges being in England was arrested at the suits of Messrs. Lilly and Cardonell, assignees to Mr. Asgill, in two several actions of £3,000 apiece for the rents reserved by Mr. Asgill on the leases made to Hedges and Griffin as aforesaid to which he was obliged to give great bail and Mr. Hammond, though he faithfully promised to bail him and he was bound so to do by his agreement and bond, yet he went away to Spain and left Mr. Weldon to bear the load and by means of such arrest all the matters which were depending in the Chancery in Ireland were brought into the Chancery of Great Britain, which causes were heard in Michaelmas Term, 1713, and among other things it is decreed that the

bargain made by Mr. Hammond concerning the sale of the arrears of the pension is to be set aside, but Mr. Hammond is to reassign the Lord Torrington's mortgage for £1,000 and to deliver up Mr. Asgill's note for £881 10s. od. and Asgill and Lilly are at liberty to make out what money Mr. Hammond laid out towards the maintenance of the Lady Kenmare's children.

Mr. Weldon avers this case to be true to the best of his knowledge and that in this case he has been as favourable to Mr. Hammond as the nature of the case in justice will permit ; but Mrs. Hammond and some of her friends are pleased to say first that Mr. Weldon has been very negligent or worse in Mr. Hammond's affairs relating to the premises and for which he had £100 a year well secured to him by Mr. Hammond as aforesaid ; secondly, that Mr. Hammond has suffered very much on account of the money he advanced to the Lord Kenmare to maintain him and his family, and thirdly, that Mr. Hammond did nothing in or about the premises, but for the benefit of the Lord Kenmare and his family to the best of his knowledge.

First, as to Mr. Weldon's care it appears in the case and if further testimony be wanting he begs leave to appeal to Mr. Attorney-General how he acted for Mr. Hammond in his absence, by whose testimony he will be concluded ; as for the £100 a year and the money by him expended and secured to him by Mr. Hammond Mr. Weldon has not received it nor does he think it well secured.

As to the second point, Mr. Weldon will refer the account to any three, two or one man of reputation in England, and if there be any money due to Mr. Hammond from the [Lord] Kenmare, Mr. Weldon will, for the honour of the family, pay it if Mr. Hammond will give in an account upon oath what money he gave or really and bona fide paid for the Lord Kenmare and children, and Mr. Weldon will give legal proof for the demand the Lord Kenmare's children have to him and he hopes that if there be any balance due from Mr. Hammond to the said children that the same will be answered to them.

The third point requires no answer for that matter appears in the case.

[1721].

The case between Lord Kenmare [*i.e.*, Valentine, 3rd Viscount] and the executors of Mr. [Mortagh] Griffin.

That Mr. Asgill having purchased the estate forfeited by Nicholas, Lord Viscount Kenmare, for his life, with a power to make leases for 3 lives or 21 years, in poss[ess]ion but not in reversion, at the full improved rent, demised to Mr. Griffin the towns and lands of Ryne, Knockreer, Fossa, Lattabane, &c., for 3 lives at £70 a year in poss[ess]ion, which lands were then underlet very considerably.

Mr. Asgill about the same time demised or granted the fairs and markets of Killarney and Mulahiffe to Mr. Griffin for lives or years at 20[£] a year rent, but this being a grant of the profits of fairs and markets, which are not manurable and can't by law lie in tenure and lie only in privity of contract [] lands being let in the same lease or deed, the interest of Mr. Griffin therein determined with Asgill's estate on the death of Nicholas, Lord Viscount Kenmare, without any question.

Mr. Asgill let the lands of Mullahiffe, Ballifinane, Gurrarouragh and Coolclieve to Col. John Blennerhasset for 99 years, if the said Nicholas, Lord Viscount Kenmare, should so long live, and afterwards upon a subsequent agreement between Asgill and Col. Hasset[t], the latter was upon the performance by Asgill to surrender his term, but till he had performed the lease was to remain in Hasset[t]'s hands unsurrendered, and Asgill upon the strength of that agreement demised Coolclieve, Ballyfinane and Gurranerurragh to Capt. Southwell for 3 lives at £80 a year and receivers' fees, which lease was by Capt. Southwell assigned to Griffin, which is a lease of the reversion and not warranted by the power, for Asgill never performed with Hasset[t].

Asgill made a lease of 3 lives of Knocks in trust for Tim Cronine at £30 a year, to which there is no objection but that it was underlet.

In the year 1710, Griffin and Hedges having assigned their interests* in the joint lease to Mr. Hammond, guardian to the present Lord Kenmare, Mr. Griffin did covenant to pay the rent of his separate holding (which are the leases above specified and others now impeached) to the order of Mr. Hammond at

* See p. 398.

the yearly rent of £140, but there is no act of Mr. Hammond to confirm any of the said leases, and if there were yet it would not bind an infant when he should attain his age of 21 years.

Mr. Griffin had a right to Brigadier O'Farrell's debt on my Lord Kenmare's estate, which was about £600, and to a mortgage of £70 principal money due upon Knockreer.

Upon the strength of which debts and upon his being entitled to £70 a year as his moiety of the profits of the joint leases assigned by him and Hedges in the year 1710, Mr. Griffin paid but little or no rent, insomuch that upon the stating of accounts by Mr. Weldon and Mr. Grady, the acting executors of Mr. Griffin, there was an arrear of near £400 due from Griffin the 1 November, 1719, or at least upwards of £300, besides the said debts being fully discharged as appears by the accounts in Grady's hands, therefore I do think the leases are none of them good, except the lease of Knocks in trust for Tim Cronine, which may be impeached only as underset.

Mr. Griffin held the lands of Gortdromrillagh, which is not impeached, the same being an old lease from Sir Valentine.

And if Griffin's leases were good, as in truth they are not, yet they are not worth more than is due from them for rent and arrears, especially when there is no sort of colour to the fairs and markets.

[Circ. 1721].

Case of Dixon and Annesley, Queen's Bench,
Trinity Term, 1706.

Error of a judgement in ejectment in the Queen's Bench in Ireland: Henry Dixon, gent., lessee of Robt. Dixon, Esq., Plaintiff, and Francis Annesley, Esq., Defendant.

The jury found a special verdict to the following effect:— That before and at the time of the accession of James II to the crown of England (*i.e.*, 6 February, 1684[5]), Robert Dixon, lessor of plaintiff, was seized in fee of lands in question and King James was not then seized of them, that said Dixon being so seized on the 16 November, 11 K. William [1699], an Act was made in England vesting all estates whereof the late King James or any person in trust for him was seized at his accession to the crown in Ireland, or whereof any other forfeiting person was seized there in the year 1688, in certain

Trustees, who were to deter[mine all] claims and sell the said estates for the use of the Public ; that the said Rob[ert Dixon] exhibited a claim before the said Trustees for the said lands and that the said [Trustees] dismissed his claim (being of opinion that the lands were part of King James's estate) and that the Trustees sold them to the Defendant, Francis Annesley.

Judgement was given for the Plaintiff, Dixon, in the Queen's Bench in Ireland and a writ of error was brought in the Queen's Bench here [England], *and after protracted arguments by distinguished counsel (named)*, for Annesley the Plaintiff, in Error and Dixon, the Defendant, in Error, the judgement was affirmed in the Queen's Bench and afterwards in the House of Lords.

Holt, C.J*, in delivering his opinion in that case . . . was pleased to say that if the forfeiting person had but an estate for life with remainders over the estate for life and no more was vested in the Trustees and if the forfeiting person dies he in the remainder is not barred, though he did not claim, for there could be no claim of what was not vested, so if the forfeiting person had a remainder, that only, and not the particular estate, was vested, the Trustees were to enquire of the lands of King James and the forfeiting persons [] such lands as are vested in them they have [] jurisdiction, this is a particular and special jurisdiction, and not general over all the lands in Ireland, it extends all over Ireland but not over all the lands in Ireland, they have no jurisdiction by the Act but of what was vested, and nothing was vested but what was either forfeited or King James's private estate. The lands in question were neither forfeited or part of the private estate and consequently not within their jurisdiction. They had no power to determine what was vested or what not : nobody can imagine the Parliament intended to subject all the estates in Ireland to their power : it would frighten most of the people of Ireland out of their senses if they had thought such a construction would be put on the Act.

Chamberlain and White.

Michael Chamberlain, being in the year 1672 seized of a small estate in Ireland, upon his marriage with Cicely Brown by deeds of lease and release settled the said estate to the use of himself for life, remainder (subject to a jointure for the said Cicely) to

* i.e., presumably Counsellor, afterwards Judge, Holt.

the first and other sons of the said marriage in tail male, and in case there should happen to be one or more son or sons and but one daughter of their two bodies such daughter to have out of the rents issues and profits of the said estate the sum of £500 sterling as a portion to be paid unto her at the age of 15 years or marriage which should first happen and a maintenance until it should be paid not exceeding £40 a year, and £200 apiece to every of the other younger daughters.

The said Michael Chamberlain was a forfeited person and had issue by his said wife Christopher Chamberlain his only son, Mary Chamberlain, who afterwards married one White, and two other daughters.

Christopher Chamberlain claimed the remainder in tail limited to him by the said settlement—*claim allowed by the Trustees.*

Mary Chamberlain and her two sisters likewise claimed for their portions—*Trustees allowed Mary £500 and £200 apiece to the younger sisters.*

Mary, the eldest daughter, obtained a decree, 30 May, 1720, for the said £500 in Court of Chancery, Ireland, against her brother; but that decree was reversed in the House of Lords, 26 April, 1721, upon an appeal brought by Christopher Chamberlain, the Lords Cooper and Trevor being then in the House, who argued strongly for reversing the decree because the Trustees had no power over the remainder in tail it not being forfeited or vested in them and that the eldest daughter was only entitled to £200 by the said settlement. *Distinguished counsel on each side named.*

It is apprehended the respondents will insist that it will be of dangerous consequence at this distance of time to set aside or impeach the Trustees' proceedings or decrees and that it will stir up many arguments of [and] suits in Ireland if this kind were made use of in the cases before mentioned, and as they were not then regarded we hope they will have no weight in the present case; besides most disputes about the Irish forfeited estates are already settled and the respondents will be at a loss to find out any case like this concerning which there can be any dispute hereafter. Purchases under the Trustees are sufficiently secured by an English Act made 6 Anne, Cap. 34, commonly called in Ireland the Statute of Periods, whereas [whereby] it is enacted that all persons claiming right or title to any estates

purchased of the Trustees or any encumbrance thereon, on pretence that the same were not vested in the Trustees or any other pretences, should prosecute such claim in two years from 24th June, 1708, in one of the courts of Record in Ireland. The resolution in the case of Dixon and Annesley was the reason of making that law.

It does not seem to have been the intention of Thomas Brown that his daughters' portions should carry interest, for the said portions by his will are to be raised out of the rents and profits of the estate in 6 years' time and [the] profits and advantages to be made of the money when raised to be employed [in] their maintenance and education, but allowing the daughters are entitled [to the] interest for their portions it may be hard, considering the circumstances of the family, that a Court of Equity should allow them so much as 10 per cent. against the appellant, though it was the strict legal interest of Ireland when the settlement and will were made, and that must be the consequence if the account is to be taken upon the foot of the Trustees' decrees.

1730.

House of Lords (Great Britain).

Cardonnel and Lilly, appellants, *v.* Lord Kenmare and others,* respondents.

The case of Valentine Browne, commonly called Lord Kenmare, William Weldon and Elizabeth his wife, Edward Herbert and Frances his wife, and Margaret Browne. Heard at the Bar of the House of Lords, 12 and 13 February, 1730[1]§.

23 March, 1684.† Sir Valentine Browne, Bart., afterwards called Lord Kenmare, grandfather of the respondent Valentine, being seised of divers manors and lands in the counties of Kerry and Cork, in Ireland, and Helen Browne (eldest daughter of Thomas Browne, Esq., then deceased) being seised in tail-general of a considerable estate in the county of Limerick, and the said counties of Kerry and Cork (subject to some debts

* Anthony Hammond, John Asgill and Richard Hedges were also cited a respondents in this appeal, but having been opposed to the Brownes in earlier stages of the cause, did not associate themselves with them in the defence outlined below.

§ See Journals of House of Lords, 4 Geo. II, p. 609.

† For settlements antecedent to this *v.* p. 287 *et seq.*

and portions for her younger sisters) a marriage was agreed to be had between Nicholas Browne (only son of the said Sir Valentine) and the said Helen ; in consideration whereof the said Sir Valentine by indenture tripartite, and by fines and common recoveries by him levied and suffered did settle his said estate to the use following, viz., as to part thereof to the use of the said Nicholas and Helen for their lives in immediate possession ; and as to all the rest to the use of the said Sir Valentine for life ; remainder, as to part, to the use of Dame Jane his wife for her life ; remainder as to the whole estate to the said Nicholas for life without impeachment of waste ; remainder to his first and other sons on the body of the said Helen in tail-male ; remainder to the right heirs of the said Sir Valentine Browne, with power to the said Nicholas to make leases for 3 lives or 21 years at the full improved value, and another power thereby reserved to the said Sir Valentine at any time during his life by deed or last will, attested by two or more credible witnesses, to charge all and every the premises with any sum or sums not exceeding in the whole £8,000 for the marriage portions of his four daughters, Mary, Ellis, Thomasin and Catherine, and of such other daughters and younger children as he should after have by the said Jane his wife, to be distributed amongst them in such manner . . . as the said Sir Valentine by such deed or will should appoint, and likewise to appoint maintenances for such daughters and younger children, until their respective portions should be to them paid, the said portions and maintenances to be raised out of the rents and profits of the premises . . . with a power likewise to the said Sir Valentine to appoint any part of the said £8,000 for payment of his debts.

7 June, 1690. The said Sir Valentine Browne, by his last will in writing did, pursuant to the said power, give and appoint to his daughter Ellis, afterwards married to Col. Nicholas Purcell, £3,000 ; to his daughter Thomasin, afterwards married to Capt. Nicholas Bourke, £2,000 ; and to his daughter Catherine, since married to Don Luis Da Cunha, £2,000 ; and directed that the said portions should be raised by his said son Nicholas Browne and by the executors . . . with as much expedition as the times would permit. And he appointed a maintenance for his said daughters until their portions should become due ;

and gave to his daughter Mary, then wife of Col. George Aylmer, £600 to complete her portion; and died soon after. And the said Jane, Lady Kenmare, his wife, died about the same time, by whose death an estate of inheritance of considerable yearly value in the counties of Dublin, Wicklow and Wexford, descended to the said Nicholas as her son and heir.

The said Sir Valentine Browne and Nicholas his son being attainted of high treason, their respective estates became forfeited and vested in the Crown.

18 August, 1693. Her late Majesty Queen Mary was pleased to grant to the said Helen Lady Kenmare, out of her husband Nicholas Browne's forfeited estate, a pension of £400 per annum for the support and maintenance of herself and children, which grant was afterwards confirmed by his Majesty King William.

By Act of Parliament (11 & 12 William III, cap. 2—Act of Resumption) made at Westminster all the Irish forfeited estates were vested in Trustees to be by them sold for the purposes in the said Act mentioned, and all persons who had any estate, interest or encumbrance whatsoever in . . . any of the said estates were to enter their respective claims and demands before the said Trustees, who were thereby empowered to determine and adjudge every such claim, and every judgement . . . which they should make by the authority of the said Act was to be final, conclusive and binding to every person and persons, their heirs, etc., respectively, notwithstanding any disability . . . whatsoever and all infants, feme-coverts, idiots, etc., were to be bound by such judgement . . . any law, statute or other matter or thing to the contrary notwithstanding. And any such estate, interest or encumbrance which should be allowed by the said Trustees was never afterwards to be impeached, avoided or called in question by the King's Majesty, his heirs, etc., or by the said Trustees or any of them, for any person or persons who should thereafter purchase, derive or have any estate or interest by, from or under them. And it was thereby enacted that nothing therein contained should extend to make void the said pension or provision of £400 a year granted to the Lady Kenmare and children, but that the same should be holden and enjoyed during the life of her said husband; and that the daughters of the said

Sir Valentine Browne should have the portions and maintenances provided for them by the deed and will of the said Sir Valentine their late father . . . the outlawry or attainder of the said Sir Valentine or anything in the said Act to the contrary thereof in any wise notwithstanding.

July, 1700. The said Helen Lady Kenmare died, leaving issue by the said Nicholas Browne : Jane, afterwards married to the respondent Asgill, the respondent Valentine, Elizabeth, afterwards married to the respondent, William Weldon, Frances, afterwards married to the respondent Edward Herbert, and Margaret Browne, and administration . . . was granted to Anthony Hammond, Esq., who in behalf of her children claimed the said pension of £400 a year and the arrears thereof before the said Trustees, and his claim for the same was allowed ; and claims were exhibited before the said Trustees for the portions of daughters of the said Sir Valentine Browne, which were allowed and decreed to them according to the said settlement and will, viz. [*particulars will be found already given on p. 395 infra*].

The said Trustees likewise allowed several claims for debts and portions, affecting the lands of the said Helen Lady Kenmare, wherein the said Nicholas Browne her husband (the forfeiting person) had only an estate for his life, as tenant by the courtesy.

The respondent Valentine Browne, by the said Anthony Hammond his guardian, claimed the remainder in tail of his father's said estate, which he was entitled to by the said settlement of 1684, and also the inheritance of his mother's estate after the death of his father, which claims were severally allowed by the said Trustees.

The respondent Asgill, who had been counsel for the respondent Valentine Browne and his sisters, having an intention to purchase the said forfeited estates, bought in the said Nicholas Bourke's encumbrance . . . for £1,700 and the said Col. Aylmer's encumbrance for £600 ; and the said Asgill came to an agreement with the said Nicholas Purcell for the purchase of his encumbrance . . . for £2,700 and paid him some part of the same, but not paying him the remainder thereof the said Purcell in December, 1710, obtained a decree in the Court of Exchequer in Ireland against the said Asgill for setting aside the said agreement.

The said Trustees usually sold estates forfeited during a single life for five, six and seven years purchase ; but considering the portions and other encumbrances by them allowed on the estates forfeited by the said Nicholas for his life . . . the said Trustees, in consideration of £3,070 14s. 4½d., paid in Army Debentures, then at a great discount, did sell and convey to the said John Asgill the said forfeited paternal estate of the said Nicholas Browne for his life, without impeachment of waste, and all the woods standing thereon, with the said power of leasing the same, and also a reversion or remainder in fee therein, after the determination of the estate in tail-male, allowed and decreed by the said Trustees to the respondent Valentine Browne and the estate of the courtesy forfeited by the said Nicholas Browne in the said Helen Lady Kenmare's estate (both estates being then worth about £3,000 a year) and the fee and inheritance of the said lands in the counties of Dublin, Wicklow and Wexford, which descended to the said Nicholas from his mother (subject to such claims as had been before allowed by the said Trustees upon the said estates) and also all the arrears of rent then due from the several tenants of the said forfeited estates, amounting to near £4,000, the said Asgill alleging that he was entitled to the said arrears because he bought in most of the encumbrances affecting the said estates, in which purchase the said Trustees made an allowance to the said Asgill for all the encumbrances affecting the said estates and the Crown-rent payable thereout.

Mr. Asgill received most part of the arrears of rent so assigned unto him by the said Trustees and cut down and disposed of several quantities of wood growing on the said Sir Valentine's estate to the amount of £3,000 and upwards and sold the inheritance of the lands in the counties of Dublin, Wicklow and Wexford for a considerable sum of money, and likewise sold the said Helen Lady Kenmare's and part of Sir Valentine Browne's estate in the county of Cork during the life of the said Nicholas Browne to Thomas Matthews and John Wetton for £1,500.

The appellants allege that on 15 October, 1703, the said Asgill assigned the said encumbrances of Bourke and Aylmer to James Hooper, Esq., one of the said Trustees, as a security for £3,800 and interest ; and that on 24 December, 1705, the

said Asgill and Hooper (by his direction) assigned the said Aylmer's encumbrance to the appellant Cardonnel, as a security for £950 and interest; and that by deed dated 18 January, 1705[6], the said Hooper assigned £2,500 or some other part of the said Bourke's encumbrance to the appellant Cardonnel and the said William Lilly; and that the said Asgill likewise assigned, or agreed to assign, to the appellant Cardonnel and the said William Lilly, £1,890, part of the said Purcell's portion, as a security for moneys pretended to be due to them from the said Asgill.

The said Asgill, by deed dated 6 March, 1705 [6], directed the tenants of several parts of the said paternal estate in Kerry to pay their rents, amounting to £1,168 2s. 4d. per annum to . . . Cardonnel and . . . Lilly . . . until they should be satisfied the several debts due to them from the said Asgill.

Circ. 30 March, 1706. The said John Asgill made beneficial leases of great part of the said estate in the County of Kerry to the respondent Hedges, and to Mortagh Griffin, Esq. (since deceased) jointly, and the said Griffin about the same time took separate leases of the other part of the paternal estate from the said John Asgill.

A deed-poll was prepared purporting that the said Hedges and Griffin covenanted with . . . Cardonnel and Lilly to use their best endeavours to get in and collect the rents of part of the said estate mentioned in a schedule to the said deed-poll annexed, amounting to £1,168 2s. 4d. per annum and to account with the said Cardonnel and Lilly for the same by equal moieties, deducting 1s. per £ for receiving the same, which deed was executed by the said Hedges (21 July, 1706) but not by the said Griffin.

The said Hedges and Griffin, being disturbed in the enjoyment of their said leases by Mr. Asgill's creditors, who outlawed him and got into possession of most part of the said estate which lay in the county of Kerry, by virtue of custodiams or Exchequer leases and elegits sued out against him, whereby the said Hedges and Griffin were rendered incapable of receiving the said £1,168 2s. 4d. per annum or paying the same to the said Cardonnel and Lilly . . . [Cardonnel, Lilly, Hedges and Griffin] came to a new agreement and by indenture quadrupartite

dated 10 August, 1709,* the appellant Cardonnell and the said William Lilly, in consideration of such disturbance, agreed to demand no account from the said Hedges and Griffin for the year's rent from 1 May, 1706, to 1 May, 1707, but they were to account to the said John Asgill for that year's rent, and the said Cardonnell and Lilly thereby agreed to make the said Hedges and Griffin several other allowances.†

June, 1711. Cardonnell and . . . Lilly, notwithstanding the said indenture quadrupartite brought two actions of covenant for £3,000 each against the said Hedges in His Majesty's Court of King's Bench at Westminster upon the said deed-pool for the rents incurred from 1 May, 1706, to 1 May, 1711, and held him to bail.

The said Richard Hedges thereupon exhibited his bill (filed October, 1711) in the High Court of Chancery of Great Britain against the appellant Cardonnell, the said William Lilly, and the said Asgill, Griffin and Anthony Hammond (who was guardian and trustee for the respondent Valentine Browne and his sisters) offering to account on the foot of the said indenture quadrupartite and praying an injunction and relief.

The said John Asgill took upon him to sell the woods upon the said Lady Kenmare's estate to the said Hedges and Griffin for £1,000 and he put Mr. Lavallin and Mr. White, who had encumbrances on the Limerick estate, into possession of that whole estate, and he cut down and disposed of all the woods upon the said paternal estate and underlet the whole estate; and the said Asgill made over unto the appellant Cardonnell a yearly rent of £210 payable out of iron-works, erected on part of the said Kerry estate and some lands let therewith to Edward Herbert and William Morgan, Esqs., as a further security for the sums pretended to be due to the said Cardonnell, so that there remained little more than £100 a year to pay the said pension and the encumbrances not purchased in by Mr. Asgill.

January, 1711 [2]. The respondents Valentine Browne, Margaret and Frances Browne, then infants, by the said Anthony Hammond their next friend, and the said respondents, William Weldon and Elizabeth, his wife . . . exhibited their bill in the said Court of Chancery against the appellant Cardonnell, the

* A copy of this (7½ pp. large quarto) is among the documents in this case.

† See also agreement quoted, p. 398 infra.

said William Lilly, the said John Asgill and Richard Hedges, setting forth the matters aforesaid, and that although the said Asgill had received more money out of the said estate than was sufficient to satisfy the encumbrances he purchased in, yet he assigned them over to the said Cardonnel and Lilly, and refused to apply the rents and profits of the said estate in discharge of the other encumbrances affecting the same and not purchased in by him or to pay the said pension or arrears thereof, intending by such means to load the respondent Valentine Browne's remainder with the said debts or encumbrances and to distress him and his sisters; that the said debts purchased in by Mr. Asgill ought to be deemed satisfied encumbrances and the said assignments thereof to Cardonnel and Lilly fraudulent as to the respondent Valentine Browne and the creditors of the said Sir Valentine Browne, and that the said Cardonnel and Lilly, being only creditors under the assignments to them made by the said Asgill, ought not to receive any part of the rents of the said estate until all the debts prior to the said Asgill's purchase and allowed by the said Trustees should be first satisfied, and that the rents of the said estate ought to be applied to pay and discharge the said pension and the arrears thereof and such debts as affected the said Valentine Browne's remainder; and the said respondents by their said bill prayed that the proceedings of the said Cardonnel and Lilly against the said Hedges might be stayed by the injunction of the said Court, and that the said Hedges and every other tenant or occupier of the premises might be restrained from paying any part of their rents to . . . Cardonnel, William Lilly and John Asgill or any of them, and for relief.

[? 4] July, 1712. The said John Asgill put in an answer to the said bill wherein he confessed that he esteemed his said purchase to be subject to such encumbrances as were allowed on the said estate by the said Trustees, and that he supposed the said Trustees before they set up the estate to be sold had computed the encumbrances thereon and from thence had estimated the value at which they set up the said estate, and further confessed he esteemed the rents of the said estate in the hands of the said Hedges and Griffin and other tenants ought to be paid towards discharge of such debts allowed by the said Trustees on the said estate as did then remain a charge

thereon, but that he computed and believed that the rents and arrears of rent of the Kerry estate to and for November then next would more than satisfy all the encumbrances allowed on the said paternal estate except Mrs. Catherine Browne's [Madam da Cunha's] charge.

And the said Cardonnel and Lilly put in answers to the said bill and therein admitted [Valentine Browne's bill in Chancery Ireland in 1707 or 1708] against the said Cardonnel, Lilly, Hedges, Griffin and others setting forth that the said Asgill exceeding his power had made several leases at rents under the value whereby the said estate was likely to come to the said Valentine after his father's death charged with all the encumbrances which Asgill ought to have discharged as trustee for the encumbrancers during his father's life and praying that the rents of the said estate might be applied to discharge the said encumbrances and that the said estate might come clear to the said Valentine ; and that the said Cardonnel and Lilly in the year 1709 put in their answer to the said bill and therein said they were willing and desirous the rents of the said estate should be brought into Court in order to discharge the several encumbrances thereon and that they expected the said Hammond would have brought the said cause to a hearing in order to have the rents applied to the discharge of the several encumbrances on the said estate, and they insisted that no part of the said paternal estate could be charged with the payment of the said pension until the said portions and debts should be discharged.

Witnesses being examined and publication duly passed both the said causes, as well that wherein Hedges was plaintiff as that wherein the other respondents were complainants, came on to be heard before the Rt. Hon. the late Lord Chancellor Harcourt, when it was ordered and decreed (24 November, 1713) that it should be referred to Sir Thomas Gery, Kt., then one of the Masters of the said Court . . . and the said Master was to state specially the priority of the several encumbrances. *The instructions to the Master are here detailed at length.* And in the cause wherein the said Hedges was plaintiff his Lordship declared that the agreement by him made with the said Cardonnel and Lilly, dated 10 August, 1709, did not appear to be gained by fraud or circumvention and that it ought to bind

the parties thereto. *Various accounts, therefore, directed to be taken*, and an injunction was awarded to stay all proceedings on the said deed-pool, dated 21 July, 1706; and it was further ordered that in case it should appear that the said Asgill had received sufficient to satisfy and pay off the said encumbrances, yet the said Lilly and Cardonnel should hold over as against him during the life of the said Nicholas Browne or other continuance of his estate, until such time as their respective debts should be fully paid and satisfied with interest and the Master was to appoint a receiver and to make separate reports between the said parties.

The said Sir Thomas Gery made a report (12 July, 1717) touching the portion of the said Catherine Browne, then married to Don Luis Da Cunha, to which Mr. Asgill took exceptions, and they coming to be argued some of them were allowed and others disallowed.

The said Sir Thomas Gery, after many attendances upon him by the said parties, their counsel and solicitors made a special report (4 December, 1717) in relation to the account directed to be taken between the said Asgill and the said Hedges and Griffin, on the foot of their said joint leases and the disturbances given them by him and his creditors.

The said Nicholas Browne died 20 April, 1720.

Mr. Godfrey (who succeeded the said Sir Thomas Gery) after many attendances upon him by all parties for above a year made a report (10 March, 1723 [4]), and thereby certified that the said Asgill, in the year 1702, bought in the said encumbrances of Bourke and Aylmer and that he did agree with the said Nicholas Purcell for the purchase of his said encumbrance and that it was admitted by the said Asgill before him that he paid the said Col. Purcell no more than £1,000 in part of the money he had agreed to give him for the same and he further certified that the said agreement was afterwards set aside by a decree of the Court of Exchequer in Ireland and that the said defendant Asgill and those claiming under him from the time of his purchase of the said estate to 1 May, 1706, received or might have received by the arrears of rent of the said estate sold him by the said Trustees, and the rents and profits thereof, and by the woods by him cut down and disposed of, after all just allowances, the clear sum of £10,748, the particulars whereof

were mentioned in a schedule to his report annexed. And the said Master, pursuant to the decree, did by his said report carry on interest for the said encumbrances allowed to Purcell and Bourke, from 1 May, 1701, to 1 May, 1706, and certified that the said encumbrances purchased in by the said Asgill and for the purchase of which he had agreed and the interest of such part thereof as carried interest amounted to that time to the sum of £10,382 14s. 6¼d. So that the said encumbrances purchased in and agreed to be purchased in by the said Asgill and the interest of such part of them as carried interest might have been satisfied on the first day of May, 1706. And the said Master further certified that the said Asgill and his creditors and some of the tenants of the said estate by his order from 1 May, 1706, to the year 1711, received and detained by and out of the rents of the said estate the clear sum of £2,417 17s. 11d. ; and that the appellant Cardonnel in the year 1715 received from Messieurs Morgan and Herbert the sum of £1,500 for the iron works on part of the said estate and that, therefore, the said encumbrances purchased in by the said Asgill and for the purchase of which he had agreed were to be deemed and taken as satisfied encumbrances as to the respondent Valentine Browne and that his estate is to be exonerated and discharged of and from the same as the said decree directs.

The said Cardonnel and Lilly, before the said report was signed exhibited two sets of objections before the Master of the draft thereof some of which were allowed by the Master ; and Mr. Asgill took exceptions to the report itself after it was filed but withdrew then afterwards and the said report was and is regularly confirmed.

The said Master Godfrey made another report (5 February, 1724 [5]) whereby he certified that there was overpaid by the respondent Hedges to the respondent Asgill, on account of the rents of the said joint leases made by the said Asgill to the said Hedges and Griffin from 1 May, 1706, to 1 May, 1710, absolutely the sum of £1,399 5s. 5d. besides several sums for which the said Hedges craved an allowance and which the said Master reported specially, which report stands confirmed.

The said Master Godfrey made a third report (29 April, 1725) whereby he certified that as to the account directed by the said

decree to be taken between the said Hedges and Griffin and the said Cardonnel and Lilly on the foot of the indenture quadrupartite he had carried on and made up the same to 1 May, 1711, and that a balance of £3,142 1s. 9d. was then due from the said Cardonnel and Lilly to the said Hedges.

It was ordered (10 May, 1725) upon the motion of the said Cardonnel and Lilly that the Master should review the said last-mentioned report and that the parties should attend him *de die in diem* and that he should speed his further report, but the said Cardonnel and Lilly never took the least step to procure such further report and they soon afterwards discharged the said Hedges out of the Fleet Prison where he was confined at their suit on account of the said rents.

Mr. Lightbou[r]n, to whom these causes were afterwards referred, made a report (3 February, 1726 [7]), wherein he sets forth the several estates sold by the Trustees to the said Asgill . . . and he stated specially the priority of the said several encumbrances . . .

The said William Lilly died intestate (April, 1727) and administration . . . was granted to the appellant, Mary Lilly, against whom the said cause was revived.

The appellants took 15 exceptions to the said last report, all of which upon arguing them were either waived or overruled and the said report was confirmed (28 April, 1728).

The appellants, notwithstanding their acquiescence under the said decree for upwards of 16 years and their proceeding before the said Masters upon the several accounts thereby directed, have at last (January, 1729) thought fit to appeal to your Lordships from such part of the said decree as relates to the . . . satisfaction of the principal sums of the several encumbrances claimed by and vested in the said appellants and the said report of 10 March, 1723; but do not complain of or appeal from the orders made for confirming the same on the subsequent reports or the orders made on arguing the several exceptions taken to the said reports, nor do they in their said appeal instance any particular grievance or assign any reasons whatever.

But the respondents humbly insist that the said decree and the reports and other proceedings founded thereon are just and reasonable and well warranted by the said Act of Resumption

and by the transaction between the said Trustees and the respondent Asgill. *Reasons follow. Signatories are P. Yorke and C. Talbot.*

This case was heard by the House of Lords (Great Britain), 12 and 13 February, 1730. The appeal of Cardonnel and Lilly was dismissed, the Chancery decree of 24 November, 1713, and the Master's report of 10 March, 1723 [4], and proceedings founded thereon therein complained of were affirmed, the appellants being ordered to pay £20 costs to Hedges. (Vide H. of Lords Jnl., 4 Geo II).

Among the legal documents preserved are many relating to other cases of a minor character, most of which are indirectly connected with those dealt with above. These include, inter alia :

11 July, 1710. Thomas Mathews, John Wetton, Charles O'Hara and Joseph Knight, plaintiffs, *v.* Richard Hedges, Murtagh Griffin, William Lilly, defendants.

Decretal order by Lord Chancellor of above date recites bill of Mathews and Wetton *v.* Asgill, Hilary Term, 1707, in which the conveyance of Downemark by Asgill to Mathews and Wetton in 1706 is alleged, though Hedges and Griffin claim that their lease was granted prior to said conveyance. Agreements made between Hedges and Griffin and O'Hara (as trustee for Knight), between Asgill and O'Hara, etc., are cited and Cardonell and Lilly's refusal to sign consent referred to the decree of the Lord Chancellor is given at p. 20 of the document. It orders that O'Hara shall pay £450 to Hedges and Griffin and procure from Anthony Hammond his acknowledgement of satisfaction in the matter of the judgement obtained by him in the Queen's Bench, England, and his release from all suits relating to the woods of Barlam and Bantry, with other financial adjustments, Hedges and Griffin to resign to O'Hara their title to Downemark and O'Hara to enjoy quiet possession of said woods.

25 pp. *f. cap.*

[1713] Cornelius Cronine *v.* Kirle Holmes.

Brief for plaintiff. The case, which is itself of no special interest, arose out of one of the many financial intricacies of the

Kenmare estate during Asgill's possession of it. Deals with events of 1710 and following years. Par. 9 (embodying the answer of the defendant) states 'that plaintiff is an inhabitant of Ireland and that he is a papist or reputed papist, and if he acted any suits in Ireland, either in law or equity, he hath done the same in violation of the laws of that Kingdom, whereby all papists or reputed papists are prohibited acting as solicitors or agents . . . in any of the courts of that Kingdom before he hath taken the oaths enjoined by the Acts of Parliament in force there, which the defendant believes the plaintiff hath not taken. Therefore the defendant is advised that no fees or perquisites ought to be due to the plaintiff in respect of any solicitation or agency and more particularly saith that by an Act made in Ireland 6^o of this Queen [Anne] no papist or reputed papist be suffered to practise as solicitor, etc. Abstracts of depositions made on behalf of plaintiff indicate services rendered by him to defendant.

2½ pp. large quarto.

11 February, 1714 [5]. Anthony Hammond *v.* John Rice and others. Report by J. Hiccock. Concerns sums alleged to have been received by Rice in connexion with the £400 pension and his insufficient answer.

19 May, 1716. Joseph Knight *v.* Charles O'Hara and Anthony Hammond. Order by the Lord Chancellor of Great Britain to produce certain documents. Deals with the same matters as order dated 11 July, 1710 *q.v. supra*. Cites orders of 16 and 18 June, 1714, shewing that O'Hara (Knight's steward) was trustee for Knight.*

10 pp f.cap.

21 September, 1724. Dermod Falvey *v.* Michael Falvey. Agreement for reference of a cause in Chancery to Valentine Browne, [3rd] Viscount Kenmare.

No details given.

Signed and sealed by Dermod and Michael Falvey.

11 May, 1728. William Freeman, of Castlecor, Co. Cork, *v.* Valentine, Viscount Kenmare. Freeman's bill and answers

* There are several other documents relating to this case in one of which (10 December, 1713) O'Hara appears as a prisoner in Newgate Gaol, London.

of Kenmare, Charles Hume, Daniel Cronine and others. Relates to tithes in Co. Limerick. Refers to a lease which Terence McGrath (or Craith) has of some of these.

13 pp. *quarto*.

28 September, 1728. Anthony Colclough's acknowledgement of satisfaction and payment by Kenmare of £800 and costs in the matter of a judgement obtained by Colclough in the King's Bench, Easter Term, 1723.

Signed and sealed by Anthony Colclough ; Witnesses : Edward Cook[e] and James Sullivan.

26 December, 1728. Attestation of Edward Cooke, of the city of Waterford, innkeeper, that he witnessed the original of the foregoing.*

June, 1731. Kenmare *v.* William Tubbs.† Draft report to the Lord Chancellor of Ireland confirms that the lands of Any in Co. Limerick were worth 10s. per acre from 1720 to 1724.

1732.

Lord Kenmare's Answer to Mary Ferriter's Bill.

Redmond Ferriter's estate is worth £400 not £3,000 and his will was dated 29 October (not November), 1728. He demised to his sister Mary £3 per annum during the 7 years still unexpired of the lease held by him from the Earl of Orrery, beyond which he (Kenmare) believes Mary Ferriter has no other claim on her brother's estate. Redmond Ferriter bequeathed to Nelly Moriarty (mentioned in the Bill) £300, household goods, plate, etc. Redmond assigned securities to defendant (Kenmare) as his executor for this purpose. If Nelly Moriarty died the relatives were to have no claim. The effect of the will is that he (Kenmare) is residuary legatee, subject to payment of debts. The overseers of the will are 3 persons named in Bill [*not specified in Answer*], and Ambrose Moore, of Knopoge. Denies knowledge of any codicil, of Mary Ferriter's son, Oliver Hussey, of any powers given by testator to Owen Moriarty, or of any trans-

* There is a copy of the document of 28 September, 1728, as well as the original. A certified copy of the judgement dated 24 May, 1723, is also preserved.

† Details of costs in this case between Michaelmas Term, 1728, and Trinity Term, 1729 (£33 8s. 5d.), are given in a bill of costs preserved and now filed among the accounts. See also p. 400.

actions between Owen Moriarty and Edmund Ferriter, same being of no effect after the testator's death. Said will assigned leasehold interest to John Fitzgerald, Knight of Kerry, and was first proved in Consistory Court of Ardfert, but subsequently had to be proved in the Prerogative Court, as testator had bona notabilia in various dioceses. This was obstructed by Mary Ferriter by caveats, but believes administration will not be questioned. Believes Melchior Moriarty and Dominick Nagle were witnesses to will. Defendant being now in Great Britain, accounts in detail are not available.

Draft attached to letter dated 3 December, 1731 (q.v. p. 51).

Another draft of the above found among the legal documents indicates that the lands leased for 31 years from 1707 by Charles Earl of Orrery, and his mother, Mary, Dowager Countess of Orrery, comprised Ballyshea, Ballynahig, Ardnacannye and the Cullenagh of Ballyhea (4 plowlands Irish measure) and Emmelagh and Lattimore (3½ plowlands) in Barony of Corkaguiny. Subtenants mentioned are Garret Cushen, Teigue Connell and Dermot Fin. The plate was deposited for safe custody with Messrs. Harper and Morris, merchants, Cork.

23 June, 1737. Mary Browne, alias Plunkett, commonly called Countess of Fingall *v.* Thomas Browne, Viscount Kenmare. Deposition of Arthur Leary, of Coumnavanistragh, and Cornelius Leary, of Ballymurphy, Co. Cork. Deponents are tenants of Coumnavanistragh by virtue of a lease, dated 11 August, 1681, granted by [Sir] Valentine Browne, great-grandfather of defendant, to Ferdinando Leary, the deponent Arthur's father, for their 3 lives. Ferdinand and Cornelius are since dead. The rent was £14 14s. od., rising to £16 16s. od. for the second life and £18 18s. od. for the last life. Ferdinand divided the lands in his lifetime between his sons Arthur (the deponent) and Cornelius (deceased).* Since the death of Valentine, Lord Kenmare, the rent has been paid partly to plaintiff as executrix of Lord Kenmare and partly to the agent appointed by the defendant.

Sworn by Arthur and Cornelius Leary, before Der. Leary.

* See footnote on p. 142. The lands there referred to are not the same as those mentioned in the deposition above.

Exchequer Bill [n.d].*

Morgan Ferris and Terence Ferris *v.* Arthur Blennerhassett.

Morgan and Terrence, sons of Owen Ferris of Lahard, Co. Kerry ; Owen Ferris by will dated 10 March, 1724, bequeathed his interest in lands of Lahard (held by lease from Florence McCarthymore [*in another hand* "under colour of some pretended title"], subject to payment of debts, particularly a considerable debt due to Edward Herbert, late of Kilcow, and appointed said Herbert and Edward Herbert junior his son executors. On death of Owen, Morgan being advised that he had the sole right of taking out administration to his father applied to Arthur Blennerhasset of Tralee, "a reputed proctor" in the Consistory Court of the Diocese of Ardfert and Aghadoc, to take out administration. Blennerhassett, to whom all the papers were shown, advised Morgan to proceed without regard to Herbert. Edward Herbert, senr., having died, Edward Herbert, junior, was left as sole executor ; hearing of Morgan's designs regarding administration he entered a caveat against it. Plaintiffs, being ignorant in business were entirely under the influence of Arthur Blennerhassett, 'who spirited up your suppliants to stand a contest with the said Edward Herbert.' Seeing that their 'struggle' with Herbert was likely to fail, Blennerhassett taking advantage of their ignorance and difficulties, prevailed on Terrence by some instrument in writing to assign his moiety of the said lands to him (Blennerhassett) in consideration of £100, of which nothing but one half-crown earnest money was ever paid. The better to complete plaintiff's ruin and to defeat Herbert and other creditors, Blennerhassett procured a bill under the Anti-Popery Laws filed against the plaintiffs in the name of one James Ray for recovery of the benefit of the said lease (made by Florence McCarthy to Owen Ferris) in trust for Blennerhassett. Plaintiffs appeared to this bill. Ray died and another identical bill was filed in the name of one Wm. Atcheson, a common porter in Dublin. Blennerhassett conducts said suit at his own expense and paid the discoverers a reward for lending their names ; he also employed Franks, an attorney in the Court of Exchequer and now gives

* This bill is not included in the Bill Books (Indexes) still preserved in the P.R.O. and, therefore, is probably the draft of a bill which was never filed.

out that he is a large creditor of the plaintiffs (though they owe him nothing) and denies that the bill was filed in trust for him or at his directions or expense. 'All which actings and doings of the said confederates are contrary to equity and good conscience' and hamper plaintiffs in paying their just debts. Plaintiffs being remediless at Common Law and relievable only in a Court of Equity, matters of fraud being properly cognizable before the Court of Exchequer plaintiffs hope that said confederates when touched in conscience will there confess, etc. Add that all their witnesses are dead or dispersed and, therefore, not available.

1746.

Mary MacCarthy (widow of Dennis MacCarthy), Charles MacCarthy (eldest son and heir of said Dennis), John, Richard, Justin and Elizabeth (younger children of above), all minors, plaintiffs, *v.* John Galway, Jane (his wife) and William (son), William [O] Bryan, Sir Richard Meade, Elizabeth Lady Meade Richard Butler, Stephen Coppinger, Charles MacCarthy, John Harper, Edmond Harrold, John Kingston, Herbert Gillman, Daniel MacCarthy, Margaret Webb, Timothy Driscoll, Nehemiah Donnellan, Baldwin Crow, Joseph Nagle, Richard Kearney, Michael Kearney, Mary Galway, Richard Galway, William Coppinger and Elizabeth (his wife), Sir John Esmond and Hellena (his wife), Mary Galway, John Galway, Rev. William Meade, John Swift, defendants. (Exchequer).

Brief for plaintiffs. Recites bill of 1 November, 1740, amended 2 December, 1741, and 28 May, 1743, and bill of revivor (after death of Sir Richard Meade), 3 January, 1745[6], shewing:

Settlement 23 February, 1727[8] on marriage of Dennis MacCarthy and plaintiff Mary (sister of Sir Richard Meade and daughter of Lady Meade) providing for a portion of £2,500; Dennis MacCarthy's debts were said to amount to £4,000 and to make provision for discharging these and for jointure and younger children Dennis conveyed to Sir Richard and Lady Meade part of his estate, viz., the lands of Cloghroe (alias Knockikiereal), Cloghphillip, Gortdonoghmore, Killnaruele,* Cooleflush,§ Dromnaboligy, Kill and Ballycanranning,§ Richard

* This is evidently a clerical error. See list of lands on p. 343.
§ *Recte.* Coolfugh, Ball[y]cournisigg.

Ponsonby and William Galway being named as subsequent trustees. On Dennis MacCarthy's death on 2 April, 1739, the estimate of his debts proved to be much underestimated, as there were undisclosed mortgages prior to the settlement and judgements against him obtained by several of the defendants. He had also illegally conveyed the lands of Rahine to one Christopher Swift, who, in 1730, purchased Coolecollig (bar. Muskery, Co. Cork) from Ponsonby and Galway in trust for Wm. Galway; but purchase money was not paid. John Galway in his answer denies this. Galway died 12 February, 1733 [4], leaving his estate to his son John for life, his other children being Richard, Hellena (who married Sir John Esmond) and Elizabeth (who married William Coppinger). Other irregular disposal of lands are mentioned and an account by John Galway asked for. The answers of the several defendants are summarized. In the bill of revivor (1745) Sir John Meade, Dame Catherine Meade, Sir St. George Gore are brought in as defendants; and shortly afterwards on the death of the latter Sir Ralph Gore is brought in. Depositions as proofs on behalf of plaintiffs and some of the defendants are given at length, the deponents (chiefly local residents) being: John Meade, Richard Walsh, Owen Riordan, Daniel Murphy, Ellen Murphy, Edward Butler, John Murphy, Thomas Donovan, Daniel O'Brien, Herbert Gillman, Edmond Stack, John Nash, Stephen Coppinger, John Mantle, Donogh MacCarthy, John Mahony, Daniel MacCarthy, Robert Wallis, James Harrison, Mortagh O'Brien.

These depositions deal principally with the value of the lands comprising the MacCarthy estate, viz., Dromnoboligy, Cloghroe (alias Knockikereale), Coolflugh, Cloghphilip, Gortdonoghmore, Kilnevarne, Kill (or Keel), Ballcourninigg, Gurrane-madagh, two Knockaneroes, Carrignableask, Rahine, Coolcollig, Knockaphrenane, Dromin, Knockaneshellig, the total annual value of which, excluding Coolcollig, is estimated to be about £700. The names of a number of the tenants are given (including several of the deponents), but the lands seldom remained in the same hands for any considerable length of time. The following typical passages may be quoted as of general interest:—

'Deponent John Murphy . . . believes the said Denis

[Mac Carthy] in said year [1727] set Cloghroe and 100 dairy cows along with [it] to one Gilman Dawly at about £160 sterling yearly and heard and believes . . .'

'Deponent John Nash . . . saith deponent's father and John Lovekin held the same [Knockphrenane] at £34 12s. od. a year for about 12 years, which expired about 30 years ago, and that deponent managed said lands for them during that time and doth not believe that there was made in any year during their enjoyment upwards of £5 yearly profit rent to each of them more than the reserved rent, though they turned the same to the best advantage and kept their own stock on them ; and saith that after deponent's father and Lovekin's term was expired said lands were set to Irish cottiers and poor tenants who continued in possession of them, as he believes, until about the time said Swift got them, and saith he is acquainted all his life with them and that the most they are now worth by the year to be set to a solvent tenant is about £70 a year, and not more, and that he would not upon a fee farm or long lease of the same become tenant to them at £70 a year, or more than £60, but believes poor Irish cottiers, who would work and destroy said lands and live upon potatoes and salt, may promise £70 or £80 a year for them . . .'

'Deponent Herbert Gillman saith said lands of Knockphrenane were in possession of said Swift about 7 years . . . said Swift in his lifetime built a very good slated barn and a thatched dairy house and made several ditches and other valuable improvements . . .''

From these depositions and from defendants' answers it appears that :

Denis MacCarthy died intestate and Timothy Driscoll took out administration as principal creditor.

Denis MacCarthy inherited from his elder brother Charles. Mary MacCarthy was daughter of Sir John Meade.

John Mahony was agent for Denis and Mary MacCarthy.

John Galway married, about 1740, Jane, daughter of defendant William O'Brien, and had one child, William (in enjoyment of Coolcollig about 1746).

Deponent Donogh MacCarthy was brother-in-law to Denis MacCarthy.

Christopher Swift died about 1735, his heir being his nephew, John Swift.

This document covers 21½ large quarto pages and comprises over 30,000 words.

7 April, 1757. Thomas Browne, Viscount Kenmare *v.* Sir Maurice Crosbie and others.

Kenmare's bill in Court of Chancery praying for an order to make Sir Maurice Crosbie, Pierce Crosbie, Richard Morris and Elizabeth his wife and Samuel Morris their son, substantiate their claim that Kenmare is not entitled to the reversion of the lands of Dromduhig, etc. (*enumerated on p. 142 supra*). The lease of 12 August, 1633, is quoted verbatim, and heads of deed of 18 September, 1735, are given, whereby Sir Maurice Crosbie, of Ardfert, and Pierce Crosbie, of Rusheen, acquired the interests of George Gunn in the said lands in trust for Richard Morris, of Finuge. The bill states that Richard Morris was married to a daughter of George Gunn and their eldest son and heir was Samuel Morris. The occupying tenants were OLearys. Fitzgerald took the original lease in trust for Daniel OLeary, who bequeathed his interest to his son Ferdinando, who assigned to his son Daniel, who assigned to his son Darby, who died about 1717 or 1718 intestate, administration being granted to his widow Ellinor OLeary, otherwise Hussey. The said Ellinor and Elizabeth OLeary and Julian OLeary, her children by the said Daniel [*sic, recte Darby*], about 1719 conveyed their interest to Thomas Crosbie, of Ballyheige, who demised his interest to George Gunn.*

55 pp.

* It will be observed that the statements made in this bill are in certain respects at variance with those in the endorsement on the document printed at pp. 142, 143 *supra*.

KENMARE MANUSCRIPTS

PART V.

KENMARE MANUSCRIPTS

PART V.

MISCELLANEOUS.

The contents of this Section are too miscellaneous in character to be described at any length in an introductory note. A few of the more interesting items may, however, be alluded to. Apart from the 15th century Book of Hours, one of the earliest is a certificate of the Papal Knighthood conferred in 1648 on Nicholas Plunkett, who was a prominent figure in the Confederation of Kilkenny, and another interesting ecclesiastical document is a Papal Bull of 1725, which is transcribed below in full. The paucity of originals or copies of wills is notable, there being only 3 of these in the collection.* Those of Owen Ferris (p. 410) and William Weldon (p. 418) contain some points of interest, as do the agreements relating to MacCarthy Mór and John Asgill printed on pp. 388 and 418. Another MacCarthy Mór figures in 1742 as taking advantage of the anti-Popery Laws (p. 422), and his signature is among those of the Kerry gentlemen who six years later formed a company in connexion with the linen industry, the loose terms of which document are a reminder that company law was in its infancy 200 years ago. The information given in the reports on Lord Kenmare's linen premiums scheme and in Joseph Byrne's reports on the extended use of lime for agricultural purposes may be regarded as supplementary to Lord Kenmare's Observations, printed in Part II. Byrne's references (p. 441, etc.) to the success of turnip growing in Co. Kerry, at a time when the culture of the root was looked upon as very advanced agriculture, may be especially noted. The poem described on p. 425 has some value for the reasons there mentioned and the sermon on the death of Thomas, the 4th Viscount, for the light it throws on some aspects of that nobleman's career as well, perhaps, as on the mind of the preacher. In this Part, too, is included matter directly relating to the Browne pedigree; and also a

* See p. 477.

brief description of the survey of the estates in Cos. Kerry and Limerick, made after Valentine recovered the property in 1720, and some account of estate maps made later in the century. That important survey is not dealt with at any length in this report as it is hoped to publish the maps made in connexion with it as a separate supplementary volume.

* * *

The oldest manuscript in the collection is a Book of Hours which, though it had no connexion with Ireland beyond the fact that it was in the possession of the Browne family, is of sufficient interest to merit a description in this report.

The following notes on it were made by Dr. Denis J. Coffey, late President, University College, Dublin :—

This is a most interesting volume from the Middle Ages—at least early fifteenth century.

The structure of the book, hand written and illumined on vellum is in very good condition as to pages ; the binding of excellent strength and suitability ; but the Renaissance cover has been damaged, torn off on one side and only slightly held on the other side ; the back is lost. Throughout, the pages, except the first page of the Calendar, look surprisingly fresh ; the front page of the Calendar, however, though clear in writing and in illumination bears the stain of long periods of exposure.

The contents of the book include a Calendar followed by an Office of the Blessed Virgin.

Guide as to origin. A writing in cursive hand of the 17th Century on the last page of the book in the form of a witnessed statement in French describes the book as having come in the inheritance (" succession ") of the lady * Louise Brunet, widow of the late Monsieur du Jay, auditor-general (financial notary) of the Chancellery of Beaulne (Beaune), who resided lately at a house now occupied by the Jacobin nuns of Beaune. Date, 1627. This links at least the lady's husband with Beaune in Burgundy. But as the book came in the inheritance of Louise Brunet, her family may have belonged to another part of France and the compilation of the book

* *Demoiselle*. The word does not imply *Lady* (as a title) which would apply only to territorial nobility. D.J.C.

must have been made (coming in an inheritance) long before 1627. In its form and subject matter it may be said that it is certainly of France, for although the Office of the Blessed Virgin is in Latin, the names of the Saints in the Calendar are in old French and many headings in the text of the Office are also in French certainly older than the sixteenth century.

As to the illumination. The general marginal illumination throughout the pages is charmingly simple; but, as a rule, fills the margins of the pages with a studied order of distribution which suggests a uniform stereotyped picture of easy work, not to be described as a composite drawing of design, but yet very attractive. In addition to this a most beautiful precise colour treatment is given to the perfectly formed initial capital letters of the Calendar and frequently to the opening capital letters when occurring in sections of the Office proper. The colouring is beautiful and most carefully done in all capital letters. Further, there are a certain number, not numerous, of miniature picture decorations at certain points, viz. :—

- (1) Before the Office proper at the end of the introductory matter from St. John the Evangelist there is in the lower half of one page a kneeling figure of a lady (probably the person for whom the book was originally compiled). Her headdress is in the manner of the first half of the 15th century.
- (2) Three miniature pictures forming first pages to :
 - A—The Introduction from St. John,
 - B—The Annunciation,
 - C—The Circumcision.

In these pictures the one showing St. John the Evangelist is a well-known setting for pictures of this Apostle in the Middle Ages. In the Annunciation and the Circumcision the figures of Our Lady are very suggestive of the influence of Flemish painters—fair hair and rather plain features. The architecture of one of these pictures suggested to a French Professor very familiar with mediaeval folios that this background might have been from a famous mediaeval Hospital at Dijon (Burgundy). The Circumcision picture is very remarkable for the Jewish faces and priests of the

Temple. There are also some special artistic illuminations for certain sections of the Office. Throughout the illumination the precision and colouring of all the capital letters has been maintained at a uniform level of excellence. Another noteworthy feature is the amount of gold illumination or lettering.

As to the historic date the Calendar names of Saints is most interesting. Calendars vary, of course, through ancient dioceses as throughout countries although all have as basis the Roman Calendar. In this book the preponderance of names from the Roman Martyrology is marked and that character is again a feature of the Church in France which has always held to the apostolic age for the first foundation of the French Church.

While Saints that have in their history a connection with France as patrons, first founders, etc., of dioceses in every part of France appear in the Calendar, there are also many names of Saints of the 5th, 6th, 7th, 8th and 9th centuries (some Irish—Patrick, Brigid, Columcille, Columbanus, Fiacre) and sufficient names of Teutonic or Gothic origin to suggest that the place of production was Eastern France rather than Central or Western France, and in this connection the book might have originated from Burgundy or north of it up to Soissons. It is to be noted that—in reference to Dijon—the Patron of Dijon is a St. Benignus, who has been called the Apostle of Burgundy. His day is November 1st, but that being All Saints Day, the latter is naturally given the place of the first (and in gold letters). If the book were compiled at Dijon the name of St. Benignus would doubtless appear under another date. But the name is not to be found in the Calendar. Probably, therefore, it was compiled elsewhere.

Now it may be said that in this book, as in all other books of similar kind, the movable feasts (Easter, etc.) are not mentioned. Certain greater feasts are entered in gold letters, such as Xmas, and feasts of January 1st, January 6th, Feasts of the Blessed Virgin, of all the Apostles, St. John Baptist, St. Mary Magdalen, St. Stephen, 1st Martyr, The Holy Innocents, St. Paul, and of great national Saints of France, St. Denis, St. Genevieve, St. Martin of Tours, and as well some few others in gold letters, St. Nicholas (of Myra). Here it is interesting to find St. Gilles at St. Leu (Lupus).

There are three St. Leu's, but the one in the Calendar is the patron of three dioceses, Sens, Cambrai, Soissons. Again it is interesting to find at December 29th St. Thomas in gold. This is St. Thomas à Beckett, who in exile spent six years in France and lived part of the time at Sens and part near Lyons, where the Pilgrimage Church of Nôtre Dame de Fourvière has an altar dedicated to him still in use. It was a famous pilgrimage place in the Middle Ages, and this may have a bearing on the origin of the book.

A final mode of approaching the date of the book is to ascertain the Saint mentioned in the Calendar of the latest date of canonization. In this connection, St. Francis, October 4th, is St. Francis of Assisi, St. Clare of Assisi, canonized about the same time as St. Francis is also mentioned. But St. Dominic (August 4th) does not appear in the Calendar. (St. Francis, can. 1226 ; St. Dominic, can. 1239). However, St. Louis IX appears at his proper day (he died in 1270). There may be later names in the Calendar, but generally the Calendar suggests Saints not after 1300.

The book was lent for inspection to Dr. John Ryan, S.J., an authority on early Irish Monastic History, and his views coincide with the fifteenth century date and Eastern France as the place of origin (such as Burgundy). He said that many books of this type were so much in vogue that a great number were made ready in illumination and Calendar for the subsequent entry of an office or compilation of prayers and that the type of illumination is of that character. The cover of the book is made up in a style characteristic of the Renaissance period. As frequently occurs in Renaissance binding, older used MSS. are stuck under the leather of the cover.

28 June, 1620.

James I to Sir Valentine Browne : Patent.*

JACOBUS DEI GRATIA REGNI ANGLIE/¹ Francie et
Hibernie Rex fidei defensor etc. Omnibus ad quos presentes

* A short abstract of this patent is printed at p. 479 *Calendar of Patent Rolls James I* [n.d.]. In it the place names, which are in many cases given in very corrupt forms, are to some extent further corrupted by faulty transcription. As far as possible their modern forms are indicated in the Index. (See note p. 479).

litere nostre pervenerint salutem. Sciatis quod nos de gracia nostra speciali ac ex certa scientia et mero motu nostris/² de assensu et consensu predilecti et fidelis Consilarii nostri Oliveri St. John Militis deputati nostri generalis dicti Regni nostri Hibernie ac in complemento literarum nostrarum manu nostra propria signatarum gerentium datum apud/³ Manerium nostrum de Greenewich vicesimo octavo die Maii anno Regni nostri Anglie Francie et Hibernie decimo sexto et Scotie quinquagesimo primo. Dedimus et concessimus ac per presentes pro nobis/⁴ heredibus et successoribus nostris damus concedimus et confirmamus dilecto subdito nostro Valentino Browne Armigero totum territorium patriam siue parcellam terre communiter vocatam Cosmainge alias Cosmaigne cum suis/⁵ pertinenciis in Comitatu Kerry. Ac etiam territorium patriam siue parcellam terre communiter vocatam Easte Cosmainge alias Easte Cosmaigne cum suis pertinenciis in comitatu predicto et etiam totum territorium patriam siue parcellam terre communiter/⁶ vocatam west Cosmaigne alias west Cosmainge cum suis pertinenciis in Comitatu predicto, ac etiam castrum et Manerium de Mollahive alias Molaheffe alias Molahiffe cum suis pertinenciis in Comitatu Kerry predicto. Ac etiam villas/⁷ villatas et terras de Molahive alias Molaheffe alias Molahiffe et Killmolaheffe cum pertinenciis in Comitatu predicto, Ac etiam villas villatas et terras de Coolefin cum pertinenciis in Comitatu predicto, Ac etiam Castrum villas et terras de/⁸ Molahiffiechragh cum suis pertinenciis in Comitatu predicto ac etiam separales villas villatas hamlettas Carucatas siue parcelas terre communiter vocatas siue cognitatas per nomen de Knockanenchooltie, Conigere, Cluoymlaragh, Inchenimerisa, Illanossery/⁹ Turrechnoickkrathewilliam, Cooltyreynitte Conigere cum suis pertinenciis in Comitatu predicto et etiam Insulam vocatam Illanendrisligg super vel prope fluvium siue rivulum de Maigne alias Mainge cum suis pertinenciis in Comitatu predicto. Et etiam/¹⁰ Insulam vocatam siue cognitam per nomen de Ilanmore de Cloymlare super vel prope predictum fluvium siue rivulum de Maigne cum suis pertinenciis in Comitatu predicto. Ac etiam Insulam communiter vocatam Ilandfadda prope vel super fluvium siue/¹¹ Rivulum de Fleiske cum suis pertinenciis in Comitatu predicto. Et etiam separales villas villatas hamlettas

carucatas siue parcelas terre vocatas Killahane, Ballybane Drommore, Dirryenchnoickreawir, Killieh, Magheenteaskie, Inshemore, Gortshanevohy,¹² Claoynbroske, Myneetwaine, Fiall, Buolykieran alias Buolickherraine, Skahe, Skairt, Leaghearren, Leymnegoylemore, Lymnegoylebegg, les duo Coolbawnes cum suis pertinenciis in Comitatu predicto. Ac etiam totum illud/¹³ le Tuogh siue parvum territorium de Kilcomine alias Kilcomin Itlea cum suis pertinenciis in Comitatu predicto. Et separales villas villatas Hamletas Carucatas siue parcelas terre vocatas Kilcomine, Knockenteanvallyoire alias Listicoyll, Ballygoynleih, Dromendisert,¹⁴ Ardagh, Garranoghtragh, Annaghbegg, Meally-Kevane, Garranchnoickenteaggill, Garranpheylime et Garraneightragh cum suis pertinenciis in Comitatu predicto. Ac etiam Castrum villas villatas et terras de/¹⁵ Foyrie alias Nefoiry, Corbally, Gortenlease, Gortdromrealagh et Lissynenchrohery cum suis pertinenciis in Comitatu predicto. Ac etiam Castrum villas villatas hamletas et terras de Cluoynmoeane, Dromreige, Tralle alias Tralligh,¹⁶ Gortfadda, Kilneneane, Knocknemackelagh alias Knocknemuckelagh, Kilty, Cahirownyghvenny, Leigh-carrowecleynycruhen, Ardglasse, Rosmore, Ruisshine, Lissennykeanneny, Gowlane, Ardywoeny alias Ardywo-/¹⁷-any, Cooletinenstackigg, Pollowram, Rathbegg, Cloyncuircke, Rathmore, les Cahirreghs, Coolecleiwe, Brensugh, Killyn, Lissenirrhayne, Farranbegg, Bealahafenaine, Guerrhyenlissen, Ilanmickshaneriogh,¹⁸ et Garranrowragh cum suis pertinenciis in Comitatu predicto. Ac etiam totum territorium siue parcelam terre de Muskeryloughre cum suis pertinenciis in Comitatu predicto. Ac etiam villas villatas hamletas Carucatas siue parcelas terre de Killcwane/¹⁹ Gortdearge, Lissnegean, Duffcarrigg, Knockencharry, Gortnegean, Rathmore, Sonnagh et Lissinyhulivane cum suis pertinenciis in Comitatu predicto. Ac etiam advocacionem jus patronatum et presentacionem Ecclesie de Kilcomyne/²⁰ predicto in Cosmainge siue Cosmaigne predicto. Que omnia et singula superius per presentes pre-concessa iacentia et existientia in Cosmainge siue les Cosmaignes predictos siue in East Cosmainge vel west Cosmainge predicto in Comitatu predicto. Ac etiam villas/²¹ villatas hamletas Carucatas et terras de Baslekane, Tawyr et Lougher in Baronia de Doonekierane cum pertinenciis parcellis siue reputatis parcellis territorii siue terre de Cosmaigne alias Cosmainge

predicto cum omnibus et singulis earundem/²² et earum cuiuslibet iuribus piscacionibus membris et pertinenciis in Comitatu predicto. Ac etiam omnes alias terras, tenementa et hereditamenta quecumque cum pertinenciis in territorio patria siue parcella terre de Cosmainge East Cosmainge et west Cosmainge/²³ predictis et eorum quolibet. AC ETIAM ex gratia nostra speciali certa scientia et mero motu nostris de assensu et consensu predicto et secundum tenorem et intencionem litterarum nostrarum predictarum. Dedimus et concessimus et pro nobis heredibus/²⁴ et successoribus nostris damus concedimus et confirmamus prefato Valentino Browne totum territorium patriam siue parcellam terre communiter vocatam Onaght alias Onaght Idonogho cum suis pertinenciis in Comitatu predicto. Ac etiam Manerium/²⁵ Castrum villas villatas et terras de Ross Idonogho alias Rossydonogho cum pertinenciis in Comitatu predicto. Ac etiam villas villatas hamletas quarterias Carucatas et terras de Rynmacguillavoanah, Cnockrier, InshemackCallaghan, Eastefossa,²⁶ Westfossa, Leackabane, Gortfwyn, Gortroe et Munylich cum suis pertinenciis in Onaght alias Onaght Idonogho predicto in Comitatu predicto. Ac etiam villas villatas hamletas et terras de Killarny, Keppagh, Dromhaile, Ballycassine,²⁷ Cuillgrayne, Kilchwolaghte, Moyeightragh, Moyvoghragh, Dirryne, Lissnecarrigg, Ardshanebuoly, Dirry-doneelly, Killheelayne, Tirreneboll, Munynemucke, Killeene, Dromduhimore, Knocknecarrigge/²⁸ Liscaragadane, Aghalwymore, Knocknelicky, Incheycullane, Coolcorcorane, Knockeeneduffe, Ballynembuanagh, Ballywooeig, Doonineaghtaile, Twormenoultagh, Kwilbrianbeag, Kwilbrianemore, Aghewooire, Tullygowra,²⁹ Knockenchluickigg, Knocksibbody, Knocknehwane, les duo Bellaghcomans, Lissiviggin, Nehinshe, Moynish, Gortdrominekierry, lez Cooly alias Necooly, Koillnenoss, Koillarramoy le Scartlich, lez Gurtines alias/³⁰ ne gurdyney, Sheherye, Faghebane, Faghkwille, Barnesnaa, Glanawe, Derrychininhy, Inishkine, lez vallies alias Gleanteonaght Idonogho, stagnum vocatum Loghleyne cum omnibus insulis de vel in eodem et piscacionem/³¹ eiusdem stagni et solum et fundum stagni predicti cum suis pertinenciis in Onaght alias Onaghtidonogho predicto in Comitatu predicto. Ac etiam omnia et singula separales Insule de Inishfalhen, Inishierhagh, Illankearagh, Illandaligg/³² Illanagh, Illanenariheny, Illanwillicuogh, Garriffinshe alias

Garrif Inishe in Onaght alias OnaghIdonogho predicto cum suis pertinenciis, ac omnia et singula alia terras tenementa et hereditamenta quecumque cum pertinenciis in/³⁴ territorio patria siue parcella terre de Onaght alias OnaghIdonogho predicto. Ac etiam annualem redditum sex solidorum et octo denariorum Currentis Monete Anglie exeuntem ex terra de Dooneswyne prope Onaght predicto in Comitatu predicto./³⁴ Ac etiam advocacionem jus patronatus et presentacionem Ecclesie de Killarny in Onaght predicto. Que omnia et singula iacent et existunt in territorio patria siue parcella terre de Onaght alias OnaghIdonogho predicto./³⁵ NECNON omnia et singula alia Maneria Castra messuagia molendina domos edificia structurās horrea stabula tofta cottagia columbaria curtilagia hortos pomaria gardina terras tenementa prata pascuas pasturas Communias terras dominicales terras/³⁶ vastas iampnas brueras montanas moras mariscos tam dulces quam salsos boscos subboscos liberas warrenas decimas garbarum bladorum grane et feni lane lini canabis et anguellorum et omnium rerum decimabilium quarumcunque ac omnes/³⁷ alias decimas quascunque tam maiores quam minores. Necnon omnes oblaciones obvenciones alteragia fructos proficua aquas aquarum cursus gurgites stagna vivaria piscarias piscaciones et solum et fundum earundem [*? sect*] socagia* *mulctura** stagna vivaria/³⁸ quarrerias redditus reverciones et servicia redditus onera redditus siccos ac redditus et servicia tam liberorum quam Customariorum tenentium opera tenentium firmas feodi firmas Eschaetas relevia herriota fines amerciamenta Curias letas visus franci plegii et/³⁹ Curias Baronis Curiarum letarum et visus franci plegii et Curias Baronis perquisitas et proficua ac omnia ad Curiam letam et visum franci plegii et Curiam Baronis spectantia siue pertinencia deodanda tolnetos theolonia iura iurisdictiones regalitates proficua comoditates advantagia/⁴⁰ et hereditamenta nostra quecumque cum eorum pertinenciis univērsis cuiuscunque sint generis nature seu speciei seu quibuscunque nominibus sciantur censeantur seu cognoscantur scituata iacentia provenientia crescentia seu emergentia de ex in vel/⁴¹ infra omnia et singula Castra villas villatas hamletas terras tenementa et alia hereditamenta premencionata predicta Castra villas villatas hamletas parcellas terre terras tenementa et ceteris premissis superius per presentes data concessa siue

* As in text.

confirmata vel alicui/⁴² inde parcelas quoquomodo spectantia pertinentia incidentia appendentia aut vt membrum pars partes vel parcelas Maneriorum Castrorum villarum villatarum Hamletarum terrarum tenementorum et hereditamentorum premencionatas ceterorumque premissorum superius per presentes datorum concessorum siue/⁴³ confirmatorum seu eorum aliquorum vel alicuius vnquam vel ad aliquod tempus antehac habitorum occupatorum acceptatorum cognitorum dimissorum vsitatorum reputatorum possessionatorum aut estimatorum existentium. Ac reversionem et reversiones remanerum et remanera iura/⁴⁴ quecunque, omnium et singulorum premissorum aut eorum cuiuslibet cum pertinentiis in his presentibus preconcessa siue mencionata esse concessa expectantia siue dependentia in et super aliqua dimissionem aut dimissiones concessionem vel concessionem pro termino/⁴⁵ vite vitarum vel annorum vel in feodo talliato tam de recordo quam non de recordo existentia aut aliter qualitercunque seu quomodocumque. Ac omnia et singula redditus sercicia custumas opera et alia debita et reservaciones de ex aut pro premissis aut/⁴⁶ aliqua inde parcella exeuntia debita siue solubilia. Ac omnes condiciones et clausulas reintracionis in vel super aliquam dimissionem vel dimissionis concessionem vel concessionem omnium et singulorum premissorum superius per presentes preconcessa siue/⁴⁷ mencionata esse data concessa et confirmata aut alicuius inde parcellae antehac reservate specificate siue facte. Ac etiam totum ius comoditates et advantagia nostra omnium et singulorum condicionis iuris reintracionis et redempcionis de et in premissis/⁴⁸ aut aliqua inde parcella in tam amplis et beneficialibus modo et forma prout ea omnia et singula eorum aliqua ad nos virtute aut intencione alicuius statuti acti parliamenti iuris siue legis vel aliquo alio titulo quocunque vel alitercunque/⁴⁹ spectantia et pertinentia seu spectare possint et possit, debent, vel debet, Necnon totum et omnium ius titulum clamium et interesse nostra quecunque de et in omnia et singula premissa et quamlibet inde parcellam adeo plene libere et integre ac in tam/⁵⁰ amplis modo et forma prout ea omnia et singula premissa aut aliqua inde parcella ad manus nostras seu ad manus aliquorum progenitorum seu antecessorum nostrorum devenerunt seu devenit aut imposterum devenire poterint vel poterit racione/⁵¹ [*Folio*

2] vel pretextu alicuius exchambii vel perquisicionis aut alicuius doni aut concessionis vel alicuius sursum reddicionis vel dissolucionis alicuius Abbatie Monasterii siue domus religiose aut racione alicuius attincture vel forisfacture vel pretextu alicuius actus/¹ Parliamenti aut aliquorum actuum Parliamenti aut racione alicuius Eschaete vel legitime proscriptionis aut consuetudinis aut in iure Corone nostre aut antique hereditatis nostre seu quocunque alia bono et legali modo iure vel titulo superius recitato aut non/² recitato vel male recitato aut in manibus nostris iam existit aut existere debet vel debent, debuit vel debuere aut fore contigerint aut in manibus vel possessionis aliquorum tenentium occupatorum vel firmariorum nostrorum aut aliquorum progenitorum seu antecessorum/³ nostrorum vel aliquarum aliarum personarum superius recitatarum vel non recitatarum vel male recitatarum sunt aut vnquam vel ad aliquod tempus antehac fuerunt etiamsi possessio ius titulum vel interesse nostra qualitercunque vel qualiacunque in premissis vel aliqua inde parcella/⁴ in his presentibus sit vel existunt expressa vel non expressa exceptis semper nuper dissoluta abbatia sive domo religiosa de Inishfalhen et precinctu predictae Abbatie et gardino cum pertinenciis predictae Abbatie sive domus Religiose nuper vel modo spectantibus in Inishfalhen predicta/⁵ HABENDUM tenendum et gaudendum omnia et singula predicta Territoria Maneria Castra villas villatas hamletas Carucatas parcellas terre et cetera premissis superius per presentes preconcessa et quamlibet inde parcellam cum omnibus et singulis eorum iuribus membris et pertinenciis quibuscunque/⁶ Exceptis preexceptis prefato Valentino Browne heredibus et assignatis suis ad solum et proprium opus et vsum prefati Valentini Browne heredum et assignatorum suorum imperpetuum. Tenendo predicta Territoria patrias Castra villas villatas Hamletas Carucatas parcellas terre tenementa et hereditamenta/⁷ cum omnibus pertinenciis de nobis heredibus et successoribus nostris per fidelitatem tantum vt de Castro siue Manerio nostro de Limericke in Comitatu Limericke siue in Comitatu Civitatis Limericke, in libero et communi soccagio et non in Capite nec per soccagium nec per servicium militare/⁸. Ac reddendo nobis heredibus et successoribus nostris de et pro omnibus et singulis premissis superius per presentes

preconcessis Quinquaginta et tres libros octodecim solidos et sex denarios vnum obolum et quadrantem currente monete Hibernie ad Receptum Scaccarii nostri heredum et successorum nostrorum dicti/⁹ Regni nostri Hibernie, vel ad manus vice-thesaurarii siue generalis Receptoris nostri heredum vel successorum nostrorum dicti Regni nostri Hibernie pro tempore existentis ad festa sancti Michaelis Archangeli et Anunciationis beate Marie virginis per equales porciones, annuatim solvendo imperpetuum,¹⁰ Ac etiam reddendo et solvendo nobis heredibus et successoribus nostris immediatim post mortem sive alienacionem cuiuslibet tenentis siue proprietarii anglice owner, principalis habitacionis et domus mansionalis, anglice of the principall habitacion & dwellinge house/¹¹, premissorum superius per presentes preconcessa et terras dominicales, anglice the demeasnes, que secundum intencionem articulorum siue instrucionum de et pro plantacionem Momonie, anglice for the plantacion of Mounster, fuerunt siue imposterum erunt limitate et assignate fore/¹² vsitatorum siue occupatorum ad et cum eadem principali habitacione siue domo mansionali vt terra dominicalis eiusdem principalis habitacionis siue domus mansionalis ac etiam post mortem alienacionem cuiuscunque tenentis et proprietarii anglice owner, alicuius inde parcella/¹³ optimum animale predicti tenentis siue proprietarii pro et nomine herriott, ac etiam reddendo et solvendo nobis heredibus et successoribus nostris relevium, anglice releife, post mortem predicti Valentini Browne heredum et assignatorum suorum secundum formam consuetudinem et vsum Regni/¹⁴ nostri Anglie vsitatum et habitam inter subditos nostros et communes personas, anglice comon persons, et non aliter nec alio modo*, cumque intencio litterarum nostrarum patentium sub magno sigillo dicti regni nostri Hibernie prefato Valentino Browne confectarum fuit quod predictus Valentinus/¹⁵ Browne heredes et assignati sui vel eorum aliquis infra spacium septem annorum proximum post datum predictarum litterarum patentium erigeret exstrueret renovaret stabiliret vel erigi exstrui renovari et stabiliri causaret vel causarent infra precinctum premissorum superius per/¹⁶ presentes preconcessorum tot domus mansionales anglice dwellinge howses, et habitaciones quot in toto facerent, anglice would make upp, quadraginta separales familias quarum domorum et habit-

* Non aliter nec alio modo *quam* intencio fuit.

acionum vnam domus siue habitacionem foret pro principali habitacione/¹⁷ predicti Valentini Browne heredum et assignatorum suorum et quatuor alias domos siue habitaciones forent pro liberis tenentibus anglice Freeholders, quarum cuilibet trecente acre terre prati pasture et bosci ad minus assignande forent secundum mensuram et ratam sexdecem/¹⁸ pedum et dimidium vnus ad perticam, anglice after the rate of* one & twentie foote & a halfe to the perch lugg or pole, et alias tres domus siue habitaciones forent pro firmariis anglice Farmors quarum cuilibet quadringenta acre terre prati/¹⁹ pasture et bosci ad minus assignande forent secundum mensuras et ratas predictas et alias viginti et tres domus siue habitaciones forent pro tenentibus customariis, anglice coppiholders, vel aliis tenuris vocatis anglice base tenures, quarum cuilibet Centum acre terre prati pasture et bosci/²⁰ ad minus assignande forent et cuilibet residui predictarum quadraginta domorum siue habitacionum predictarum assignande forent quinquaginta acre viginti quinque acre siue decem acre terre prati et pasture ad voluntatem siue bene placitum predicti Valentini Browne heredum et assignatorum/²¹ suorum et si contingeret quod omnia et singula predictarum domorum et habitacionum non construerentur et erigerentur per vel ante predictum spacium septem annorum predictorum secundum intencionem predictarum literarum patentium sicut predictum est quod tunc liceret nobis heredibus et successoribus nostris/²² intrare in tantam et talem partem premissorum in qua siue circa quam aliquis talis defectus in non erigendo aliquam talem domum siue domos secundum intencionem predictarum literarum patentium fieri eveniret siue accideret, et eandem solummodo retinere vsque quo talem domum siue tales domus/²³ conficeretur et erigeretur conficerentur et erigerentur in et super premissis et non vltius nec diutius nihillominus volumus et per presentes pro nobis heredibus et successoribus nostris concedimus prefato Valentino Browne heredibus et assignatis suis quod non obstante aliqua/²⁴ tali intracione per nos heredes vel successores nostros sicut predictum est fienda predictus Valentinus Browne heredes et assignati sui possint et eorum quilibet possit licite absque impetitione molestacione vel impedimento nostro heredum et successorum nostrorum vel aliquorum officiariorum/²⁵ siue ministrorum nostrorum* quarumcunque habere et gaudere

* So in text.

liberam et plenam libertatem potestatem et auctoritatem
 erigendi et conficiendi siue erigi et confici causandi in et
 super talem partem premissorum in qua talis intracio fieri
 contigerit sicut predictum talem domum siue/²⁶ domos quam et
 quas ipse predictus Valentinus Browne heredes et assignati
 sui vel eorum aliquis conficere seu erigere debuerunt vel debuit,
 et quod post confeccionem et ereccionem earundem et noticiam
 inde receptori supervisoris vel balliuo nostro heredum et suc-
 cessorum nostrorum de/²⁷ vel circa premissa pro tempore
 existentis bene licebit prefato Valentino Browne heredibus
 et assignatis suis in talem et tantam partem premissorum in
 quam aliqua talis intracio per nos heredes vel successores
 nostros sicut prefertur facta fuerit reintrare et eandem rehabere
 vt in suo et eorum statu/²⁸ pristino absque aliqua inquisicione
 de vel pro premissis capienda et absque aliquo Ousterlemaine
 de vel pro premissis aut aliqua inde parcella Habenda
 impetranda siue obtinenda aut aliqua alia licentia petitione
 prosecucione vel tolleracio inde habenda vsitanda seu/²⁹
 facienda aliquo statuto iure consuetudine provisione ordinacione
 vel alia causa quacunque in contrarium non obstante, et si post
 confeccionem harum literarum nostrarum patentium aliqua
 predictarum domorum siue habitacionum erit non habitata
 anglice not inhabited, per spacium/³⁰ sexaginta dierum in quo-
 libet vno anno contra intencionem predictam in predictis literis
 patentibus et articulis siue instruccionibus predictis expressam
 quod tunc et toties post notitiam monicionem in ea parte apud
 principalem mansionalem domum siue habitacionem in et super
 premissis/³¹ superius per presentes preconcessis per Receptorem
 Supervisorem vel Ballivum predictum datam et factam et nulla
 reformatione inde habita secundum intencionem superius
 expressam infra sex menses post monicionem predictam quod
 bene licebit nobis heredibus et successoribus nostris in omnia
 et/³² singula predictas domus siue habitaciones sicut prefertur
 non habitata anglice vninhabited, et tantam et talem partem
 premissorum que per intencionem articulorum predictorum erit
 vel fore debuerit assignata siue limitata fore vsitata et occupata
 ad et cum domo vel domibus/³³ mansionalibus predictis reintrare
 et retinere quousque predicta domus siue domus mansionalis
 abitata erit secundum intencionem predictam articulorum
 predictorum et quod non obstante aliqua tali intracione per

nos heredes vel successores nostros in aliquem partem premissorum/³⁴ pro aliqua causa predicta facienda predictus Valentinus Browne heredes et assignati sui reddet et reddent, solvet et solvent, faciet et facient de et pro residuo premissorum per presentes preconcessorum totum et integrum redditum et servitia superius per presentes de et pro premissis reservata/³⁵. AC ULTERIUS de gratia nostra speciali ac ex certa scientia et mero motu nostris pro nobis heredibus et successoribus nostris concedimus prefato Valentino Browne heredibus et assignatis suis quod quodocunque et quotiescunque predictus Valentinus Browne heredes et assignati/³⁶ sui reinhabitabunt seu eorum aliquis reinhabitabit seu reinhabitari causabunt vel causabit aliquam talem domum vel domos in quam vel in quas aliqua talis intracio per nos vel heredes nostros pro defectu habitacionis sicut prefertur facta fuerit et eandem/³⁷ rehabitacionem predicto Receptoris supervisoris vel Ballivo pro tempore existenti notificabit, et notitiam inde dederit, quod tunc et toties bene liceat prefato Valentino Browne heredibus et assignatis suis in omnibus et singulis prefatis domibus et cetera premissis in que talis sicut/³⁸ prefertur intracio per nos heredes et successores nostros pro defectu habitacionis sicut prefertur facta fuerit reintrare et eadem et quamlibet inde parcelam rehabere et retinere vt in suo pristino statu et iure absque aliqua inquisitione de vel super premissis vel eorum aliquo/³⁹ capienda et absque aliqua amotione manus nostri, anglice any Ousterlemaine, proinde pretenda habenda impetranda vel prosequenda et absque alia licencia petitione seu prosecutione quacunque, de vel pro premissis habenda vel facienda aliquo statuto iure vsu/⁴⁰ consuetudine provisione ordinatione aut alia quacunque causa seu materia in contrarium non obstante AC ULTERIUS volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus et firmiter iniungendo precipimus et mandamus quod Castrum villa villatas et/⁴¹ terras de Molahive alias Molahiffe alias Molaheffe predicto omnes terras tenementa et hereditamenta cum pertinenciis de et in predictis villis villatis hamletis et terris de Cnockanenchooltie, Conigere, Cluoymlaragh, Killahane, Ballybane, Drommore, Dirrienchnoickrawir/⁴² Killieh, Gortshanevohy, Skahy, Skart, Kilcomin, Foirie alias Nefoyrie, Correbally, Gortdromrealagh, Maskryloughre, Cloinmoelain, Dromreig, Trallich alias Tralle;

Gortfadda, Killnenean, Cnocknemuckelagh, Kilty, Ardglasse, Ardiwoony/⁴³ Rathmore, Rathbegg, lez Caherragehs, Bealahefenane et Coolecleiwe predictis cum pertinenciis, dehinc imposterum imperpetuum appellentur et nuncupentur appellabuntur et nuncupabuntur per nomen Manerium de Molahive alias Molahiffe alias Molaheffe/⁴⁴ et quod idem Castrum villa villatas et terra de Molahive alias Molahiffe alias Molaheffe predicto et predictas terras tenementa et hereditamenta cum pertinenciis de et in predictis villis villatis et terris de Cnockanenchooltie, Conigere, Chuoylnaragh, Killahane, Ballybane/⁴⁵ Drommore, Dirryenchnoickrawir, Killieh, Gortshanevohy, Skahy, Skart, Kilcomin, Foirye alias Nefoirye, Correbally, Gortdromrealagh, Muskryloughre, Cloinmoelain, Dromreig, Tralligh alias Tralle, Gortfadda, Killneneane, Cnocknemuckelagh, Kilty/⁴⁶ Ardglasse, Ardivoany, Rathmore, Rathbegg, les Caherrages, Bealahefeneine et Coolecleiwe predictis cum omnibus et singulis eorum iuribus, membris et pertinenciis vniuersis de cetero imperpetuum sint et habeantur et reputentur vnum integrum Manerium in re et nomine et quod/⁴⁷ idem Manerium dehinc imposterum imperpetuum nuncupetur et reputetur Manerium de Molaheffe, Et quod predictus Valentinus Browne heredes et assignati sui imperpetuum habeant teneant et gaudeant vnam medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in/⁴⁸ predicto Manerio de Malaheffe predicto Castro de Molahaffe proximum adiacentem vel adiacens distinctam et separatam distinctum et separatam pro terra dominicali eiusdem Manerii de Molaheffe, Et quod predictus Valentinus Browne heredes et assignati sui possint et valeant/⁴⁹ dare et concedere alteram medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in predicto Manerio de Molaheffe siue aliquam vel aliquas inde partem vel partes parcellam vel parcellas alicui persone vel aliquibus personis non existentibus mere hibernicis et/⁵⁰ heredibus suis imperpetuum in feodo simplice vel feodo talliato aut pro termino annorum vite vitarum ad bene placitum et voluntatem prefati Valentini Browne heredum et assignatorum suorum Tenendum de prefato Valentino heredibus et assignatis suis vt de Manerio suo de Molaheffe/⁵¹ predicto per servicium militare vel aliter pro aliquo alio certo et legitimo reddito et servicio ad electionem prefati Valentini Browne

heredum et assignatorum suorum Statuto edito apud Westmonasterium in anno regni progenitoris nostri Edwardi primi, decimo octavo comuniter vocato Statuto/⁵² de Quia Emptores terrarum aut aliquo alio Statuto actu siue ordinatione edito siue proviso in contrarium non obstante ET VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis/⁵³ heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino Browne heredibus et assignatis suis quod ipsi heredes et assignati sui imperpetuum habeant et teneant et eorum quilibet habeat teneat, ac habere et tenere valeant et possint, valeat et possit/⁵⁴ vnam Curiam letam siue visum franci plegii ac omnia ad Curiam letam et visum franci plegii pertinentia Tenendam apud predictum Manerium de Molahaffe, coram Seneschallo seu Seneschallis per dictum Valentinum Browne heredes et assignatos suos appunctuandos et constituendos bis in/⁵⁵ quolibet anno imperpetuum secundum formam statuti in eo casu editi et provisi Qui quidem Seneschalli et Seneschallus de tempore in tempus habeant gaudeant et exequantur et eorum quilibet habeat gaudeat et exequatur per presentes plenam potestatem auctoritatem/⁵⁶ et iurisdictionem in eadem Curia leta siue visu franciplegii ad inquirendum de omnibus et singulis feloniis transgressionibus deceptionibus purpresturis, nocumentis et omnibus aliis criminibus delictis offensionibus et materiis quibuscunque, que in Curia leta aut visu franci plegii inquire debeant aut/⁵⁷ soleant contingantia crescentia siue emergentia in vel infra predicto Manerio de Molaheffe et aliis terris tenementis et hereditamentis predictis Valentini predicti in predicto territorio siue patria de Cosmaigne, Eastcosmaigne et westcosmaigne AC VLTERIUS ad faciendum/⁵⁸ ordinandum et exequendum in eadem curia leta siue visu franci plegii omnia alia quecunque que in Curia leta siue visu franci plegii fieri ordinari et exequi possint debeant aut soleant per leges et consuetudines Regni nostri Hibernie vel dicti Regni nostri Anglie. AC VLTERIUS de/⁵⁹ ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus prefato Valentino Browne heredibus et assignatis suis plenam potestatem et auctoritatem quod ipsi et eorum quilibet/⁶⁰ imperpetuum

habeant et teneant habeat et teneat ac habere et tenere [*words obliterated here*] vnam Curiam in naturam Curie Baronis apud predictum Manerium de Molaheffe predicto de tribus septimanis in tres septimanas imperpetuum Tenendam coram Seneschallo/⁶¹ seu Seneschallis per prefatum Valentinum Browne heredibus vel assignatis suos [*sic*] de tempore in tempus appunctuandis siue assignandis Et quod omnes et singuli huiusmodi Seneschalli et Seneschallus de tempore in tempus separatim habeant gaudeant et exequantur et eorum/⁶² quilibet habeat gaudeat et exequatur plenam auctoritatem potestatem et iurisdictionem in eadem Curia in naturam Curie Baronis tenere placita de quibuscunque debitis convencionibus transgressionibus computis detencionibus causis contractibus et aliis rebus quibuscunque que in/⁶³ debitis aut dampnis non attingunt ad summam Triginta solidorum legalis monete Anglie contingentibus emergentibus factis seu perpetratis infra Manerium predictum de Molaheffe siue in quibuscunque locis villis villatis hamletis et terris predicto Manerio de Molaheffe per/⁶⁴ [*Folio 3*] presentes superius annexis et vnitis ac audire terminare et exequi in eadem Curia in naturam Curie Baronis omnia et singula talia et huiusmodi acciones causas et materias que in aliqua Curia Baronis infra dictum regnum Hibernie, vel infra dictum regnum nostrum Anglie audiri/¹ determinari et exequi debeant et soleant. AC ULTERIUS volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus et firmiter iniungendo precipimus et mandamus quod Castrum ville villate et terre de Rosse alias RossIdonogho, Rynnmacguillywoanah,² Cnockcrier, InshemacCallaghain, East Fossa, west Fossa, Leakabane, Gortfwine, Gortroe, Munilieh, Killarney, Kepagh, Dromhayle, Ballycassin, Cuilgraine, Moyeghtragh, Moyooghtragh, Dirryn, Ardshanebwly, Derrydoneely, Killehaine/³ Tirenebouly, Munynmucky, Killeene, InsheIchullain, Coolecorcorayne, Knockinduffe, Ballynembuanagh, Ballywooeig, les Kuilbreanes et Shehery prediacte cum pertinenciis dehinc imposterum imperpetuum appellentur et nuncupentur appellabuntur et nuncupabuntur/⁴ per nomen Manerii de Rosse. Et quod idem Castrum ville villate et terre de Rosse alias RossIdonogho prediacte et prediacte terre tenementa et hereditamenta cum pertinenciis de et in predictis villis villatis et terris de Rynnmacgwillywoanah, Cnockcrier, InshimacCallaghan, East

Fossa/⁵ west Fossa, Leakabane, Gortfwine, Gortroe, Munillieh, Killarney, Kepagh, Dromhaile, Ballycassin, Cuillgrain, Moy-eightragh, Moyoghtragh, Dirryn, Ardshanebuoly Dirrydoneely, Kilheelain, Tireneboull, Munynemucky, Killeene, Inshechullain/⁶ Coolcorcòraine, Knockenduffe, Ballynembuanagh, Ballywooeig, les Kuilbreanes, et Shehery predicta cum omnibus et singulis eorum iuribus membris et pertinenciis de cetero imperpetuum sint habeantur et reputentur vnum integrum Manerium in re et nomine, et quod idem Manerium/⁷ de hinc imposterum imperpetuum nuncupetur et reputetur manerium de Rosse. Et quod predictus Valentinus Browne heredes et assignati sui imperpetuum habeant teneant et gaudeant vnam medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in Manerio predicto/⁸ predictum Castrum de Rosse predicto proximum adiacentem vel adiacens distinctam et separalem distinctum et separale pro terris dominicalibus eiusdem Manerii de Rosse. Et quod predictus Valentinus Browne heredes et assignati sui possint et valeant et eorum quilibet possit et valeat dare et concedere alteram/⁹ medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in predicto manerio de Rosse, siue aliquam vel aliquas inde partem vel partes parcellam vel parcellas alicui persone vel aliquibus personis non existentibus mere hibernicis et heredibus suis imperpetuum in feodo simplice vel feodo/¹⁰ talliato aut pro termino annorum vite vel vitarum ad bene placitum et voluntatem prefati Valentini Browne heredum et assignatorum suorum, Tenendum de prefato Valentino Browne heredibus et assignatis suis vt de manerio suo de Rosse predicto per servicium militare vel aliter per aliquem alium legitimum/¹¹ redditum et servicium ad electionem prefati Valentini Browne heredum et assignatorum suorum Statuto edito apud Westmonasterium in anno regni progenitoris nostri Edwardi primi decimo octavo communiter vocato Statuto de Quia Emptores terrarum aut aliquo alio statuto actu siue ordinacione/¹² edito siue proviso in contrarium non obstante AC VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus, ac per presentes pro nobis heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino/¹³ Browne heredibus et assignatis suis quod ipse heredes et

assignati sui imperpetuum habeant et teneant et eorum quilibet habeat et teneat ac habere et tenere valeant et possint, valeat et possit vnam Curiam letam siue visum franci plegii ac omnia ad Curiam letam et visum franci plegii pertinentia/¹⁴ Tenendam apud predictum manerium de Rosse coram Seneschallo seu Seneschallis per dictum Valentinum Browne heredes et assignatos suos appunctuandos et constituendos bis in quolibet anno imperpetuum secundum formam statuti in eo casu editi et provisi Qui quidem Seneschalli/¹⁵ et Seneschallus de tempore in tempus habeant gaudeant et exequantur et eorum quilibet habeat gaudeat et exequatur per presentes plenam potestatem auctoritatem et iurisdictionem in eadem Curia leta siue visu franci plegii ad inquirendum de omnibus et singulis feloniis transgressionibus/¹⁶ deceptionibus purpresturis nocumentis et omnibus aliis criminibus delictis offensionibus et materiis quibuscumque que in Curia leta aut visu franci plegii inquirei debeant aut soleant contingentia crescentia siue emergentia in vel infra predictum Manerium de Rosse et alias terras tenementa/¹⁷ et hereditamenta predicti Valentini in predicto territorio siue patria de Onaght alias OnaghtIdonogho in Comitatu Kerry. Ac vlterius ad faciendum ordinandum et exequendum in eadem Curia leta siue visu franci plegii omnia quecumque que in Curia leta siue visu franci/¹⁸ plegii fieri ordinari et exequi possint debeant aut soleant per leges et consuetudines regni nostri Hibernie vel dicti Regni nostri Anglie AC VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes/¹⁹ pro nobis heredibus et successoribus nostris damus et concedimus prefato Valentino Browne heredibus et assignatis suis plenam potestatem et auctoritatem quod ipsi et eorum quilibet imperpetuum habeant et teneant, habeat et teneat ac habere et tenere valeant et possint, valeat et possit/²⁰ vnam Curiam in naturam Curie Baronis apud predictum Manerium de Rosse predicto de tribus septimanis in tres septimanas imperpetuum Tenendam coram Seneschallo seu Seneschallis per prefatum Valentinum Browne heredes vel assignatos suos de tempore in tempus/²¹ appunctuandis siue assignandis. Et quod omnes et singuli huiusmodi Seneschalli et Seneschallus de tempore in tempus separatim habeant gaudeant et exequantur et eorum quilibet habeat gaudeat et exequatur plenam

auctoritatem potestatem et iurisdictionem/²² in eadem Curia in naturam Curie Baronis tenere placita de quibuscunque debitis convencionibus transgressionibus computis detencionibus causis contractibus et aliis rebus quibuscunque que in debitis aut dampnis non attingunt ad summum triginta solidorum legalis monete Anglie contingentibus/²³ emergentibus factis seu perpetratis infra manerium predictum de Rosse, siue in quibuscunque villis hamletis locis et terris predictis predicto Manerio de Rosse per presentes superius annexis et vnitis ac audire terminare et exequi in eadem Curia in naturam Curie Baronis omnes et/²⁴ singulas tales et huiusmodi acciones causas et materias que in aliqua Curia Baronis infra dictum regnum nostrum Hibernie vel infra dictum regnum Anglie audire determinari et exequi debeant aut soleant AC ULTERIUS volumus ac per presentes pro nobis heredibus/²⁵ et successoribus nostris firmiter omnibus iniungendo precipimus et mandamus et etiam prefato Valentino Browne heredibus et assignatis suis concedimus quod ville villate hamlete et terre de Downemarke Dromlhulyvan, les Nardes alias Nyhard, GlanIcreag et/²⁶ Courlowne continentes per estimacionem quinque quarterias terre cum suis pertinenciis in Comitatu Corcke, ac etiam territorium ville villate hamlete et terre de Clandonelroe cum suis pertinenciis in territorio siue Baroniam de Bantrie in Comitatu Corcke predicto ville villate et terre de/²⁷ Dromfwichen alias Dromynyfunchen, Rendogan alias RinIdonogan, Dromynhantry, Dromalimerie, Dromdonell alias Dromononell, Lysnynebarren, Nahaligh alias Ahilbegg et Ahilmore, Embarlone alias Embarloin alias le Barlone,/²⁸ Dromeonclohig alias DromeInclohegg, Glanbannowe et Litterfynitt alias Littfinit, in Comitatu Corke predicto ac omnia alia hereditamenta predicto territorio villis villatis et terris de Clandonelroe modo vel nuper pertinencia siue quoquomodo spectantia et modo vocata vel/²⁹ cognita per nomen de Clandonelroe cum pertinenciis in territorio siue baronia de Bantrie in Comitatu Corke predicto dehinc imposterum imperpetuum appellentur et nuncupentur, appellabuntur et nuncupabuntur per nomen Manerii de Downemarke. Et quod idem ville/³⁰ villate et terre de Downemarke predicto et predictae terre tenementa et hereditamenta cum pertinenciis, de et in Dromlhulyvan, le Nardes alias Nyhard, GlanIcreag, Courlowne, Clandonelroe,

Dromfwichen alias Dromynyfunchen, Rendogan alias Rin Idonogan/³¹ Dromynhantry, Dremalmierie, Dromdonell alias Dromononell, Lysnynebarren, Nahaligh alias Ahilbegg et Ahilmore, Embaarlone alias Embarlom alias le Barlone, Dromeonclohig alias DromeInclohegg, Glanebannowe et Litterfinit alias/³² Littfynitt, ac omnia alia hereditamenta predicti territorii villarum villatarum et terrarum de Clandonelroe modo vel nuper pertinentium siue quoquomodo spectantium et modo vocatarum vel cognitarum per nomen de Clandonelroe predicto cum omnibus et singulis eorum iuribus membris et pertinenciis de cetero/³³ imperpetuum sint habeantur et reputentur vnum integrum Manerium in re et nomine et quod idem Manerium dehinc imposterum imperpetuum vocetur nuncupetur et reputetur Manerium de Downemarke. Et quod predictus Valentinus Browne heredes et assignati sui imperpetuum habeant/³⁴ teneant et gaudeant vnam medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in Manerio de Downemarke predicto predictas villas villatas et terras de Downemarke predicto proximum adiacentem vel adiacens distinctam et separelem distinctum et separale pro terris dominicalibus eiusdem Manerii/³⁵ de Downemarke. Et quod predictus Valentinus Browne heredes et assignati sui possint et valeant dare et concedere alteram medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum de et in Manerio de Downemarke predicto siue aliquam vel aliquas/³⁶ inde partem vel partes parcellam vel parcellas alicui persone vel aliquibus personis et heredibus suis imperpetuum in feodo simplice vel feodo talliato aut pro termino annorum vite vel vitarum ad beneplacitum et voluntatem predicti Valentini Browne heredum et assignatorum suorum/³⁷ Tenendum de prefato Valentino Browne heredibus et assignatis suis, vt de Manerio suo de Downemarke predicto per servicium militare vel aliter per aliquem alium certum et legitimum redditum et servicium ad electionem prefati Valentini Browne heredum et assignatorum suorum statuto edito apud/³⁸ Westmonasterium in anno Regni progenitoris nostri Edwardi primi decimo octavo communiter vocato Statuto de Quia Emptores terrarum aut aliquo alio statuto actu siue ordinatione edito siue proviso in contrarium non obstante ET VLTERIUS de ampliori gratia

nostra speciali/³⁹ ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino Browne heredibus et assignatis suis quod ipsi heredes et assignati sui imperpetuum habeant et teneant et eorum quilibet/⁴⁰ habeat et teneat, ac habere et tenere valeant et possint valeat et possit vnam Curiam letam siue visum franci plegii, ac omnia ad Curiam letam et visum franci plegii pertinentia, Tenenda apud predictum manerium de Downemark coram Seneschallo seu Seneschallis per dictum Valentinum Browne/⁴¹ heredes et assignatos suos appunctuandos et constituendos bis in quolibet anno imperpetuum secundum formam statuti in eo casu editi et provisi, Quiquidem Seneschalli et Seneschallus de tempore in tempus habeant gaudeant et exequantur, et eorum quilibet habeat gaudeat et/⁴² exequatur per presentes plenam potestatem auctoritatem et iurisdictionem in eadem Curia leta siue visu franci plegii ad inquirendum de omnibus et singulis felonis transgressionibus deceptionibus purpresturis nocumentis et omnibus aliis criminibus delictis offensionibus et materiis quibuscumque que in /⁴³ Curia leta aut visu franci plegii inquire debeant aut soleant contingentibus crescentibus siue emergentibus in vel infra predictum Manerium de Downamarke et alias terras tenementa et hereditamenta predicti Valentini predicto Manerio de Downamarke per presentes superius annexa et/⁴⁴ vnita Ac vltorius ad faciendum ordinandum et exequendum in eadem Curia leta siue visu franci plegii omnia alia quecumque, que in Curia leta siue visu franci plegii fieri ordinari et exequi possint debeant et soleant per leges et consuetudines regni nostri Hibernie vel dicti Regni nostri Anglie/⁴⁵ Ac vltorius de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus prefato Valentino Browne heredibus et assignatis suis plenam potestatem et auctoritatem/⁴⁶ quod ipse et eorum quilibet imperpetuum habeant et teneant habeat et teneat ac habere et tenere valeant et possint valeat et possit vnam Curiam in naturam Curie Baronis apud predictum Manerium de Downamarke predicto de tribus septimanis in tres septimanas imperpetuum. Tenendam coram/⁴⁷ Seneschallo seu Seneschallis per prefatum Valentinum Browne heredes vel assignatos suos

de tempore in tempus appunctuandis siue assignandis. Et quod omnes et singuli hujusmodi Seneschalli et Seneschallus de tempore in tempus separatim habeant gaudeant et exequantur/⁴⁸ et eorum quilibet habeat gaudeat et exequatur plenam auctoritatem potestatem et iurisdictionem in eadem Curia in naturam Curie baronis tenere placita de quibuscunque debitis convencionibus transgressionibus computis detencionibus causis contractis et aliis rebus quibuscunque que in debitis aut/⁴⁹ dampnis non attingunt ad summum triginta solidorum legale monete Anglie contingentibus emergentibus factis seu perpetratis infra manerium predictum de Downamarke siue quibuscunque villis hamletis locis et terris predictis, predicto Manerio de Downamarke per presentes superius annexis et/⁵⁰ vnitis ac audire terminare et exequi in eadem Curia in naturam Curie Baronis omnes et singulas tales et hujusmodi acciones causas et materias que in aliqua Curia Baronis infra dictum Regnum nostrum Hibernie, vel infra dictum regnum nostrum Anglie, audiri determinari et exequi debeant/⁵¹ aut soleant AC ULTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino Browne heredibus et assignatis suis quod ipsi heredes et/⁵² assignati sui imperpetuum habeant et teneant, et eorum quilibet habeat et teneat ac habere et tenere valeant et possint, valeat et possit vnam feriam siue nundinas in et super quemlibet vicesimum quartum diem Iunii annuatim in vel apud Kilarney predictum in Comitatu predicto tenendas in et super/⁵³ vnum diem eundem vicesimum quartum diem Iunii proximum sequentem imperpetuum nisi predictus vicesimus quartus dies Iunii contingat seu contigerit in die Sabbate vel die dominico. Et quotiescunque idem vicesimus quartus dies Iunii contigerit in die Sabbate vel in die dominico tunc/⁵⁴ et toties volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus quod predictae ferie siue nundine teneantur ibidem in die lune et die martis proximum sequentes post predictum vicesimum quartum diem Iunii imperpetuum. ET ULTERIUS de vberiori gratia nostra speciali/⁵⁵ ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris damus et concedimus prefato Valentino

Browne heredibus et assignatis suis quod ipsi et eorum quilibet habeant et teneant ac habere et tenere valeant et possint valeat/⁵⁶ et possit Curia pedispulverizati ac omnia ad Curiam pedispulverizati pertinentia in vel infra feriam siue nundinas predictas durante eiusdem feria siue nundinas. Et gaudeant capiant recipiant et habeant et eorum quilibet gaudeat capiat recipiat et habeat ad eorum proprium opus et/⁵⁷ vsum, absque aliquo computo nobis heredibus vel successoribus nostris inde reddendo omnia et singula tolnetos theolonios custumas fines amerciamenta proficua perquisita comoditates emolumenta libertates privilegia liberas consuetudines et iurisdicciones quascunque seu quecunque de vel in predicta/⁵⁸ feria siue nundinis predictis vel Curia predicta preconcessa crescentes renovantes seu emergentes aut ad huiusmodi feriam siue nundinas predictas spectantes incidentes siue aliquo modo pertinentes. Ita quod feria siue nundine predicte non sit ad nocumentum* aliorum feriarum siue nundinarum vicinarum per nos/⁵⁹ aut per aliquem predecessorum nostrorum preantea *concessorum. REDDENDUM annuatim nobis heredibus et successoribus nostris ad Receptum Scaccarii nostri heredum et successorum nostrorum dicti regni nostri Hibernie vel ad manus Vicethesaurarii siue Generalis Receptoris nostri heredum vel successorum nostrorum/⁶⁰ pro tempore existentis de et pro predicta feria siue nundina cum pertinenciis Tresdecim solidos et quatuor denarios currente monete Hibernie ad festum sancte Michaelis Archangeli annuatim solvendos imperpetuum. Tenendum de nobis heredibus et successoribus nostris vt de Castro nostro de Limerick predicto/⁶¹ per fidelitatem tantum in libero et commune soccagio et non in Capite nec per servicium militare Et quod hec litere nostre patentis vel irrotulamentum earundem erunt prefato Valentino Browne heredibus et assignatis suis bone sufficientes et effectuales in lege ad omnem propositionem et/⁶² intencionem non obstante quod breve nostrum de ad quod dampnum non exivit nec emanavit ad inquirendum de premissis aut earum aliquo ante confeccionem harum literarum nostrarum patentium proviso semper quod si predictus Valentinus Browne heredes vel assignati sui vel eorum/⁶³ [*Folio 4*] aliquis alienabunt assignabunt seu conveiabunt alienabit assignabit vel conveiabit premissa per presentes superius preconcessa seu aliquam inde parcellam vel

* So in text.

aliquem statum vel status inde seu alicuius inde parcelle facient seu faciet alicui persone vel personis existentibus mere/² Hibernicis non prognatis, anglice not discended, de originali anglico antecessore de nomine et sanguine et non rediment vel non redimet eadem infra vnum annum proximum post talem alienacionem assignacionem conveiantiam siue statutum sicut prefertur factam quod/³ tunc et toties bene liceat nobis heredibus et successoribus nostris solomodo in quamlibet talem et tantam partem premissorum de qua aliqua talis alienatio conveiantia siue status sicut prefertur facta erit, reintrare et eandem rehabere in pristino statu in eisdem modo et forma ac si he litere/³ patentes facta non forent Et quod non obstante tali reintracione per nos vel heredes nostros facienda pro vel racione alicuius talis alienacionis conveiantie siue status sicut prefertur faciendi predictus Valentinus Browne heredes et assignati sui de et pro residuo premissorum superius per presentes/⁴ preconcessorum in qua nulla talis reintracio facta fuerit solvet et reddet solvent et reddent facient et faciet nobis heredibus et successoribus nostris integrum redditum et servicium superius per presentes de et pro omnibus et singulis premissis reservatum aliquo in his presentibus in contrarium non obstante/⁵. AC ULTERIUS de gratia nostra speciali certa scientia et mero motu nostris de assensu et consensu predictis ac in complemento dictarum literarum nostrarum manu nostra propria signatarum dedimus et concessimus ac pro nobis heredibus et successoribus nostris damus et concedimus prefato Valentino/⁶ Browne Castrum villas et terras de Ballycarbry cum suis pertinenciis villis villatis Carucatis siue quarteriis terre et terris de Begginish, East Killelane, west Killelane, ComIgogenegappull, Tirahagh et Inishvarglin ac etiam crecas portus siue baias de Begginish et Ballycarbry/⁷ ac etiam anchoragia et omnia alia custumas predictis crecis baiis et portibus seu eorum alicui vel aliquibus que quoquomodo spectantes siue pertinentes ac etiam villas villatas de Foghill Ruineleaght et Dromballycarbry cum suis pertinenciis in Comitatu Kerrie predicto ac etiam omnia Castra domos/⁸ edificia structuras terras tenementa Curias letas visus franci plegii Curias baronis et omnia ad predictas Curias seu eorum aliquas spectantia et earundem Curiarum fines amerciamenta et proficua piscaria piscaciones lacus loughes

redditus servicia anchoragia custumas proficua iura privilegia
 franchises libertates/⁹ immunimenta advocaciones iura patronatus
 [*word obliterated*] et hereditamenta quecunque predictis
 Castris villis villatis quarteriis siue Carucatis terre Crecis baiis
 portubus tenementis et hereditamentis predictis superius per
 presentes preconcessis vel eorum alicui vel aliquibus quoquo-
 modo spectantia pertinentia/¹⁰ incidentia siue appendentia
 aut vt membrum pars vel parcella premissorum per presentes
 preconcessorum aut eorum aliquorum vel alicuius aut alicuius
 inde parcella vnquam antehac tenta occupata cognita acceptata
 habita siue reputata existentia ac revercionem et reverciones/¹¹
 remanerum et remanera nostra quecunque omnium et
 singulorum premissorum et eorum cuiuslibet expectantia siue
 dependentia in vel super aliquam dimissionem seu dimissiones
 concessionem vel concessionem pro termino vite vitarum vel
 annorum vel in feodo talliato tam de recordo/¹² quam non
 de recordo existentes aut aliter qualitercunque seu quomodo-
 cunque in tam amplis et beneficialibus modo et forma prout
 ea omnia et singula vel eorum aliqua ad nos virtute aut
 intencione alicuius statuti actu parlamenti attincture dis-
 solutione alicuius domus/¹³ religiose forisfacture sursumred-
 ditionis Eschaete aut in iure Corone Nostre aut antique here-
 ditatis nostre vel alicuius predecessorum nostrorum aut aliquo
 alio titulo iure vel modo quocunque ad manus nostras de-
 venerunt vel iam existunt vel devenire vel existere debuerunt/¹⁴
 vel debent vel eorum aliquod debuit vel debent HABENDUM
 et tenendum predictum Castrum villam et terram de Bally-
 carbry, Begginish, East Killelane, West Killelane, Com
 Igogenegappull, Tirahagh, Inishvarglin, Foghill, Ripneleaght
 et Dromballycarbry/¹⁵ ac predictas Creas portus baias
 anchoragia et custumas et cetera premissa cum pertinenciis
 predicto Valentino Browne heredibus et assignatis suis
 imperpetuum ad proprium opus et vsum predicti Valentini
 Browne heredum et assignatorum suorum TENENDUM de nobis
 heredibus et successoribus nostris in libero/¹⁶ et communi
 Soccagio et non in Capite Reddendum nobis heredibus et
 successoribus nostris ad Receptum Scaccarii nostri heredum
 et successorum nostrorum vel ad manus vicethesaurarii siue
 generalis Receptoris nostri heredum et successorum nostrorum
 dicti regni nostri Hibernie septem decem solidos et sex

denarios/¹⁷ monete Hibernie ad festa sancti Michaelis Archangeli et annunciacionis beate Marie virginis annuatim solvendos imperpetuum AC VLTERIUS volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus et firmiter iniungendo precipimus et mandamus quod totum illud/¹⁸ Castrum ville villate hamlete et terre de Ballycarbry Beginish, East Killelane, West Killelane, ComIgogenegappull, Tirahagh, Inishvarglin, Foghill, Rinneleaght, et Dromballycarbry in Comitatu Kerry predicto dehinc imposterum imperpetuum, appellentur et nuncupentur per/¹⁹ nomen Manerii de Ballycarbry. Et quod idem Castrum ville villate hamlete et terre de Ballycarbry predicte et predicte terre tenementa et hereditamenta cum pertinenciis de et in Beggenish, East Killelane, West Killelane, ComIgogenegappull, Tirahagh, Inishvarglin, Foghill/²⁰ Rinneleaght et Dromballycarbry predicta cum omnibus et singulis eorum iuribus membris et pertinenciis vniversis de cetero imperpetuum sint habeantur et reputentur vnum integrum manerium in re et nomine, et quod idem manerium dehinc imposterum imperpetuum nuncupetur et reputetur/²¹ Manerium de Ballycarbry, et quod predictus Valentinus Browne heredes et assignati sui imperpetuum habeant teneant et gaudeant vnam medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum predicti Castri ville et terre de Ballycarbry predicto proximum adiacentem vel/²² adiacens distinctam et separalem distinctum et separale pro terris dominicalibus eiusdem Manerii de Ballycarbry, Et quod predictus Valentinus Browne heredes et assignati sui possint et valeant dare et concedere alteram medietatem siue dimidium terrarum tenementorum et hereditamentorum predictorum/²³ de et in Manerio predicto siue aliquem vel aliquas inde partem vel partes parcella vel parcellas alicui persone vel aliquibus personis et heredibus suis imperpetuum in feodo simplice vel feodo talliato aut pro termino annorum vite vel vitarum ad beneplacitum et voluntatem prefati Valentini/²⁴ Browne heredum et assignatorum suorum Tenendum de prefato Valentino Browne heredibus et assignatis suis vt de Manerio suo de Ballycarbry predicto per servicium militare vel aliter per aliquem alium certum et legitimum redditum et servicium ad electionem prefati Valentini Browne/²⁵ heredum et assignatorum suorum Statuto edito apud West-

monasterium in anno regni progenitoris nostri Edwardi primi decimo octavo communiter vocato Statuto de Quia Emptores terrarum aut aliquo alio Statuto actu siue ordinacione edito siue proviso in contrarium non obstante/²⁶ ET VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus nostris concedimus et licenciam damus prefato Valentino Browne heredibus et assignatis suis, quod ipsi heredes/²⁷ et assignati sui imperpetuum habeant et teneant et eorum quilibet habeat et teneat ac habere et tenere valeant et possint, valeat et possit vnam Curiam letam siue visum franciplegii, ac omnia ad Curiam letam et visum franciplegii pertinentia Tenenda apud predictum Manerium de Ballycarbry/²⁸ coram Seneschallo et Seneschallis per dictum Valentinum Browne heredes et assignatos suos appunctuandos et constituendos bis in quolibet anno imperpetuum secundum formam statuti in eo casu editi et provisi Quiquidem Seneschalli et Seneschallus de tempore in/²⁹ tempus habeant gaudeant et exequantur et eorum quilibet habeat gaudeat et exequatur per presentes plenam potestatem auctoritatem et iurisdictionem in eadem Curia leta siue visu franciplegii ad inquirendum de omnibus et singulis felonis transgressionibus deceptions purpresturis/³⁰ nocumentis et omnibus aliis criminibus delictis offensionibus et materiis quibuscunque que in Curia leta aut visu franciplegii inquire debeant aut soleant contingentibus crescentibus siue emergentibus in vel infra predictum Manerium de Ballycarbry et alias terras tenementa et hereditamenta predicta/³¹ predicti Valentini predicto manerio de Ballycarbry per presentes superius annexis et vnitis ac vlterius ad faciendum ordinandum et exequendum in eadem Curia leta siue visu franciplegii omnia alia quecunque que in Curia leta siue visu franciplegii fieri ordinari et exequi/³² possint debeant aut soleant per leges et consuetudines regni nostri Hibernie vel dicti regni nostri Anglie AC VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac per presentes pro nobis heredibus et successoribus/³³ nostris damus et concedimus prefato Valentino Browne heredibus et assignatis suis plenam auctoritatem et potestatem, quod ipsi et eorum quilibet imperpetuum habeant et teneant habeat et teneat ac habere

et tenere valeant et possint valeat et possit vnam Curiam in naturam/³⁴ Curie Baronis apud predictum manerium de Ballycarbry predicto de tribus septimanis in tres septimanas imperpetuum. Tenendam coram Seneschallo seu Seneschallis per prefatum Valentinum Browne heredes et assignatos suos de tempore in tempus appunctuandis siue/³⁵ assignandis et quod omnes et singuli hujusmodi Seneschalli et Seneschallus de tempore in tempus separatim habeant et gaudeant et exequantur et eorum quilibet habeat gaudeat et exequatur plenam auctoritatem potestatem et iurisdictionem in eadem Curia in naturam/³⁶ Curie Baronis tenere placita de quibuscunque debitis convencionibus transgressionibus computis detencionibus causis contractis et aliis rebus quibuscunque que in debitis et damnis non attingunt ad summum triginta solidorum legalis monete Anglie contingentibus emergentibus factis/³⁷ seu perpetratis infra Manerium predictum de Ballycarbry siue in quibuscunque villis hamletis locis et terris predictis predicto Manerio de Ballycarbry per presentes superius annexis et vnitis ac audire terminare et exequi in eadem Curia in naturam Curie Baronis/³⁸ omnas et singulas tales et hujusmodi acciones causas et materias que in aliqua Curia baronis infra dictum regnum nostrum Hibernie vel infra dictum regnum nostrum Anglie audire determinare et exequi debeant aut soleant Ac VLTERIUS pro nobis heredibus et/³⁹ successoribus nostris concedimus et licenciam damus prefato Valentino Browne heredibus et assignatis suis quod ipsi et eorum quilibet imperpetuum habeant teneant gaudeant recipiant colligant percipiant ac habere tenere gaudere recipere Colligere et percipere/⁴⁰ valeant et possint valeat et possit ad eius et eorum proprium opus et vsum omnes et singulas fines amerciamenta exitus forisfacturas perquisita proficua comoditates et emolumenta de aut ex omnibus et singulis predictis separalibus Curiis letis et visu franci plegii et reliquis Curiis/⁴¹ apud vel in predicto separalibus maneribus de Molaheffe, Rosse, Downamarke et Ballycarbry predictis respectiue tenendis et reliquis Curiis superius per presentes preconcessis et eorum quilibet respectiue provenientia crescentia siue emergentia absque aliquo computo proinde/⁴² nobis heredibus vel successoribus nostris reddendo vel faciendo et absque molestacione, disturbacione, inquietacione seu gravamine nostris heredum vel successorum nostrorum aut

iustitiariorum Eschaetorum vicecomitum Ballivorum aut aliorum officiariorum seu ministrorum nostrorum/⁴⁴ heredum et successorum nostrorum quorumcunque aliquo actu ordinatione restrictione vel alia re in contrarium non obstante Ac VLTERIUS volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino Browne heredibus et assignatis/⁴⁴ suis quod ipse heredes et assignati sui vel eorum aliquis possint et possit imparcare, anglice impärke, duo millia acrarum terre siue aliquam minorem quantitatem prati pasture bosci subbosci et montani parcellam territorii patriarum villarum villatarum hamletarum terrarum et ceterorum/⁴⁵ premissorum superius per presentes preconcessorum in vno loco vel pluribus locis vbicunque eis siue eorum alicui melius et expedientius videbitur ad custodiendum Cervos damas et alias feras pro venatione vel equos aut aliter ad eorum placitum et quod ipsi et ipsorum quilibet imperpetuum habeant/⁴⁶ gaudeant et vtantur habeat gaudeat et vtatur liberam warrenam et libertate parci et omnia ad literam warrenam et libertates parci spectantia seu pertinentia in et infra predicta duo millia acrarum terre prati pasture bosci subbosci et montane et qualibet inde parcella cum omnibus libertatibus/⁴⁷ iurisdictionibus privilegiis officiariis et ministeriis ad liberum parcum et warronam respectiue spectantibus siue pertinentibus ita quod nullus alius praeterquam prefatus Valentinus Browne heredes et assignati sui in predictis duomillia acrarum terre prati pasture bosci subbosci montane aut precincti/⁴⁸ earundem aut in ceteris aliis premissis superius per presentes datas concessas siue confirmatas aut in aliqua inde parcella ad capiendum fugandum seu venandum aliquam cervum damum cuniculum leporem vel aliam feram seu feras quascunque, seu quamcunque siue ad aliquod faciendum/⁴⁹ infra eundem precinctum vel aliquod capiendum quod ad liberum parcum vel liberam warrenam spectans seu pertinens sub poena siue penalitate in statuto de male factoribus in parcis et alios statutos contenta ac sub pena indignacionis nostre Regie in contemptorem mandati/⁵⁰ nostri Regii infligenda Ac VLTERIUS de consimili gratia nostra speciali ac ex certa scientia et mero motu nostris ex assensu et consensu predicto et secundum intencionem dictarum literarum manu nostra signatarum dedimus et concessimus ac per presentes pro nobis heredibus et successoribus/⁵¹ nostris damus et concedimus.

prefato Valentino Browne heredibus et assignatis suis quod ipsi et eorum quilibet imperpetuum habeant percipiant seisiant et gaudeant et ad eorum et eorum cuiuslibet proprium opus et vsum seisiare habere percipere tenere et gaudere imperpetuum valeant/⁵² et possint valeat et possit omnia et singula Cattala waviata extrahuras ac omnia et omnimodo bona et cattalla et debita felonum fugitivorum et vtlagatorum et bona wrecci quecunque in vel infra predicta territoria patriam villas villatas terras et tenementa de et in Cosmainge alias/⁵³ Cosmaigne, Eastcosmaigne, westcosmaigne, Onaght alias OnaghtIdonogho, Ballycarbry et cetera premissa superius per presentes preconcessa et in vel infra quamlibet inde parcellam contingentem siue emergentem quomodocunque absque computo seu alio proinde/⁵⁴ nobis heredibus vel successoribus nostris reddendo seu solvendo et hoc absque disturbacione molestacione impeticione seu gravamine nostris heredum vel successorum nostrorum aut Iustitiariorum Eschaetorum vicecomitum Ballivorum aut aliorum officiariorum seu ministrorum nostrorum heredum vel successorum/⁵⁵ nostrorum quorumcunque ac vlterius ex gratia nostra speciali ac ex certa scientia et mero motu nostris dedimus et concessimus ac pro nobis heredibus et successoribus nostris concedimus et licentiam damus prefato Valentino Browne heredibus et assignatis suis quod ipsi et eorum quilibet possit/⁵⁶ et possint facere fabricare erigere construere habere et gaudere in vel infra premissa superius per presentes preconcessa aut quamlibet inde parcellam vnum frumitorium anglice a tannhouse ad alutandum, anglice to tanne, pelles et coria quecunque et quod in predicto/⁵⁷ frumitorio anglice tanhouse, sic vt prefertur faciendo fabricando erigendo construendo et habendo predictus Valentinus Browne heredes et assignati sui et eorum quilibet per se vel servientes firmarios vel deputatos suos vel eorum quemlibet quascunque pelles et/⁵⁸ Coria quecunque cuiuscunque sint generis nature seu speciei alutare et tannare, anglice tanne, et omnia alia ad alutandum siue tannandum predicta Coria et pelles quomodolibet necessaria conveniens siue expediens facere et exequi licite et libere possint et possit absque/⁵⁹ gravamine molestacione seu impetecione quacunque nostri heredum vel successorum nostrorum vel aliquorum Eschaetorum Ballivorum aliorum officiariorum siue ministrorum nostrorum heredum vel suc-

cessorum nostrorum quorumcunque Statuto in anno Regni Charissime sororis nostre Elizabethę/⁶⁰ nuper Anglię regine vndecimo in ea parte edito et proviso aut aliquo alio statuto actu provisione ordinacione vel aliqua alia re causa vel materia in contrarium non obstante AC VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero/⁶¹ motu nostris de assensu predicto pardonavimus remissimus et relaxavimus ac per presentes pro nobis heredibus et successoribus nostris pardonamus remittimus et relaxamus prefato Valentino Browne omnes et singulas alienaciones absque licentia nostra vel aliquorum progenitorum nostrorum/⁶² et omnes et singulas intrusiones de in vel super premissa aut aliqua inde parcellam antehac factas habitas seu concessas per ipsum prefatum Valentinum Browne aut per aliquos antecessores suos aut per quemcunque alium seu quoscunque alios eique prefato Valentino Browne/⁶³ [*Folio 5*] et omnibus et singulis personis et persone Feoffatis seu Feoffato seu seisitis modo vel nuper existentibus ad vsum prefati Valentini Browne et eorum cuilibet remittimus relaxamus et concedimus omnes et singulas fines exitus et media proficua nobis antehac accrescentia siue debita de vel ex/¹ premissis aut aliqua inde parcella racione alicuius talis alienacionis vel intrusionis antehac habitarum seu commissarum per ipsum prefatum Valentinum Browne aut per aliquos antecessores suos aut per quemcunque alium seu quoscunque alios de in vel super premissa aut aliquam inde/² parcellam PROVISIO semper et sub hac condicione et vlterius ex gratiosa animi nostri regii in vniversum huius regni clerum propensione et secundum intencionem literarum nostrarum manu nostra propria signatarum gerentium datum apud Pallatium nostrum Westmonasterii vicesimo sexto/³ die Februarii vltimo preterito et in Rotulo Cancellarii predicti irrotulamentarum volumus quod si predicta terre tenementa et hereditamenta superius per presentes concessa seu mencionata fore concessa seu eorum aliquod vel aliqua seu aliqua inde parcella predicto vicesimo sexto/⁴ Februarii vel vnquam postea vere et legitime fuit vel esse debuit aliqua pars possessionum spectantium siue pertinentium alicui Archiepiscopo, Decano, Decano et Capitulo, Archidiacono, Dignitario, Prebendario, Rectori, vicario, vicariis Choralibus Ecclesie/⁵ Collegiate seu economis siue economo Ecclesie cuiuscunque in iure Ecclesiarum

siue dignitum promotionum functionum seu beneficiorum Ecclesiasticorum suorum seu eorum alicuius respectiue quod tunc habere litteras nostras patentes solummodo quoad talem partem siue parcellam/⁶ premissorum que sic predicto vicesimo sexto die Februarii vel vnquam postea vere et legittime fuit vel esse debuit aliqua pars possessionum sic vt prefertur spectantium siue pertinentium alicui Archiepiscopo Episcopo Decano et Capitulo Archidiacono Dignitario Prebendario/⁷ Rectori vicario vicariis Choralibus Ecclesie Collegiate economis siue oeconomio Ecclesie cuiuscunque in tanto solummodo in quantum he litere nostre patentes vel aliquod in his literis nostris patentibus contentum alicui tali Archiepiscopo, Episcopo, Decano, Decano et Capitulo/⁸ Archidiacono, Dignitario, Prebendario Rectori vicario vicariis Choralibus Ecclesie Collegiate oeconomis seu oeconomio Ecclesie cuiuscunque vel eorum alicui vel eorum alicuius titulo iure vel interesse cuicunque aliquod nocumentum gravamen iniuriam/⁹ damnum impedimentum siue diminutionem quamcunque afferunt inferunt exhibent vel inducunt vel aliquo vnquam tempore posthac inferre afferre exhibere vel inducere poterint, vel eorum aliquod poterit et non amplius neque vltorius nec ad alium iuris/¹⁰ effectum quemcunque neque alio modo vacue erunt et nullius in lege vigoris aliquo in his literis nostris patentibus in aliquo non obstante et nihilominus quoad reliquum et residuum premissorum superius per presentes preconcessorum bone effectuales et valide in lege existent/¹¹ aliquo in his literis nostris patentibus in contrarium non obstante. AC VLTERIUS de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris de assensu et consensu predicto Dedimus concessimus et confirmavimus ac etiam pro nobis heredibus et successoribus/¹² nostris damus concedimus et confirmamus prefato Valentino Browne heredibus et assignatis suis omnia et singulas alias libertates franchises immunitates iurisdictiones et eorum proficua quecunque prefato Valentino Browne per litteras nostras patentes predicto duodecimo die Maii/¹³ predicto Valentino Browne datas concessas siue confirmatas in tam amplis et beneficialibus modo et forma prout ea omnia et singula prefato Valentino Browne per litteras patentes predictas concessa fuerunt siue confirmata et non aliter neque alio modo AC VLTERIUS/¹⁴ de ampliori gratia nostra speciali ac ex certa scientia et mero motu nostris de assensu

predicto volumus ac per presentes pro nobis heredibus et successoribus nostris concedimus prefato Valentino Browne heredibus et assignatis suis quod nos heredes et successores nostri imperpetuum annuatim/¹⁵ et de tempore in tempus exonérabimus acquietabimus et indemnos conservabimus tam prefatum Valentinum Browne heredes et assignatos suos et eorum quemlibet quam predictum Territoria maneria Castra villas villatas hamletas parcelas terre et cetera premissa superius per/¹⁶ presentes preconcessa et quamlibet inde parcelam cum suis pertinenciis vniversis versus nos heredes et successores nostros de et ab omnibus et omnimodo corrodiis redditibus feodis annuitatibus pencionibus porcionibus denariorum sumis taxis taxationibus exactionibus tallagiis refectionibus releuiis/¹⁷ et oneribus vocatis Coyney livery Kernyty Coshery Cuddy Gilleany Gillecon ac oneribus quibuscunque de aut per premissa superius per presentes preconcessa aut aliquam inde parcelam nobis heredibus et successoribus nostris exeuntibus seu solvendis vel superinde versus nos/¹⁸ heredes et successores nostros oneratis seu onerandis Preterquam de arreragiis reddituum et serviciorum nobis ante duodecimum diem Maii Anno Regni nostri Anglie Francie et hibernie decimo debitis seu solubilibus de pro aut ex premissis aut aliqua inde parcella ac/¹⁹ preterquam de arreragiis reddituum et serviciorum nobis per literas nostras patentes magno Sigillo regni nostri Hibernie sigillatas eidem Valentino Browne confectas gerentes datum apud Dublinum predicto duodecimo die Maii predicto de et per premissa aut aliqua inde parcella reservatorum/²⁰ seu reservandos mencionatorum et nobis ante datam presentium debitorum seu solubiliū VOLENTES ETIAM et per presentes firmiter iniungendo precipientes tam Thesaurario Cancellario et Baronibus Scaccarii nostri predicti quam omnibus et singulis Receptoribus Auditoribus et/²¹ aliis officiariis et ministeriis nostris heredum et successorum nostrorum quibuscunque dicti regni nostri hibernie pro tempore existentibus quod ipsi et ipsorum quilibet super solam demonstrationem harum literarum nostrarum patentium vel irrotulamenti earundem absque aliquo alio brevi seu/²² warranto a nobis heredibus et successoribus nostris quoquomodo impetrandis seu prosequendis plenam integram debitamque allocacionem et exonerationem manifestas de et ab omnibus et omnimodo hujusmodi Corrodiis redditibus feodis annu-

itatibus pencionibus porcionibus denariorum summis ac oneribus/²³ quibuscunque Preterquam de predictis redditibus serviciis tenuris ac ceteris premissis superius per presentes vt prefetur reservatis ac per prefatum Valentinum Browne heredes et assignatos suos solubilibus fiendis seu performandis de premissis preconcessis vel de aliqua inde parcella/²⁴ nobis heredibus vel successoribus nostris exeuntibus seu solvendis vel superinde versus nos heredes et successores nostros oneratis seu onerandis prefato Valentino Browne heredibus et assignatis suis facient et de tempore in tempus fieri causabunt. Et he littere/²⁵ nostre patentes vel irrotulamentum earundum erunt tam dicto Thesaurario Cancellario et Baronibus Scaccarii nostri predicti quam omnibus et singulis Receptoribus Auditoribus et aliis officariis et ministeriis nostris heredum et successorum nostrorum quibuscunque sufficiens warrentum et/²⁶ exoneracionem in hac parte. Et he littere nostre patentes vel Irrotulamentum earundum erunt in omnibus et per omnia firme valide bone sufficientes et effectuales in lege erga et contra nos heredes et successores nostros tam in omnibus Curiiis nostris quam alibi infra dictum/²⁷ regnum nostrum Hibernie vel alibi vbicunque absque aliquibus confirmacionibus licentiis vel tolleracionibus de nobis heredibus vel successoribus nostris imposterum per prefatum Valentinum Browne heredes et assignatos suos procurandis seu obtinendis, NON OBSTANTE/²⁸ male nominando seu male recitando aliquam villam villatam parochiam hamletam locum vel communia in quo vel in quibus premissa superius per presentes preconcessa aut aliqua inde parcella existunt vel existit. ET NON obstante non nominando male/²⁹ nominando male recitando aut non recitando predicta territoria maneria castra domos rectorias villas villatas hamletas terras tenementa hereditamenta ac cetera premissa superius per presentes preconcessa aut aliquam inde parcellam. Et non obstante non inveniando/³⁰ officio aut Inquisitione premisorum aut alicuius inde parcelle per quem titulus nostre invenire debuit ante confectionem harum literarum nostrarum patentium ET NON OBSTANTE non recitando vel male recitando aliquam dimissionem seu concessionem pro/³¹ termino vite vite vitarum vel annorum vel in feodo talliato aut aliter de premissis seu de aliqua inde parcella factis existentibus de recordo vel non de recordo Et non obstantibus aliquibus defectibus de certitudine

vel computatione aut declaracione/³² veri annui valoris premissorum aut alicuius inde parcelle aut annualis redditus reservati super quibuscunque dimissionibus concessionibus de premissis vel de aliqua inde parcella in his presentibus expressis contentis aut non expressis vel non contentis/³³ ET NON OBSTANTE quod de nominibus tenentium firmariorum siue occupatorum premissorum aut alicuius inde parcelle plena vera et certa non sit mencio Et non obstante non recitando titulum nostrum de in vel ad premissa aut aliquam inde/³⁴ parcellam Et non obstante Statuto in Parlamento domini Henrici nuper Regis Anglie sexti predecessoris nostri Anno Regni sui decimo octavo apud Westmonasterium facto et edito et postea inter alia auctoritate parlamenti in dicto regno Hibernie stabilitato et/³⁵ confirmato Et non obstante Statuto in Parlamento tento apud Limerick decimo quinto die Februarii anno regni Regis Henrici octavo Anglie Francie et Hibernie tricesimo tertio intitulado an act for landes given by the Kinge, edito et proviso/³⁶ Et non obstante quod breve nostrum de ad quod dampnum non emanavit ad inquirendum de premissis aut eorum aliquibus ante confectionem harum literarum nostrarum patentium ET NON obstantibus aliquibus defectibus non recte nominando naturas/³⁷ genera species quantitates aut qualitates premissorum aut alicuius inde parcelle ET NON obstante aliquo alio Statuto actu ordinacione seu provisione aut aliqua alia re causa vel materia quacunque in evacuacionem seu adnihillacionem/³⁸ harum literarum nostrarum patentium in aliquo obstante VOLUMUS etiam et per presentes pro nobis heredibus et successoribus nostris damus et concedimus eidem Valentino Browne quod habeat et habebit has literes nostras patentes sub magno/³⁹ Sigillo nostro Regni nostri Hibernie debito modo factas et sigillatas absque fine magno vel parvo proinde nobis in hanaperio nostro seu alibi ad vsum nostrum reddendo solvendo vel faciendo EO QUOD expressa mencio de vero valore annuo aut de certitudine/⁴⁰ premissorum seu eorum alicuius aut de aliis donis siue concessionibus per nos vel per aliquem progenitorum nostrorum eidem Valentino Browne ante hec tempora factis in presentibus minime facta existit. Aliquo Statuto actu ordinacione siue provisione aut aliqua alia re/⁴¹ causa vel materia quacunque in contrarium premissorum factis in aliquo non obstantibus IN CUIUS REI TESTIMONIUM has literas

nostras fieri fecimus patentes Teste prefato Deputato nostro generali Regni nostri Hibernie Apud Dublin/¹² vicesimo octavo die Iunii Anno Regni Anglie Francie et Hibernie decimo octavo et Scotie Quinquagesimo tertio. EDGEWORTHE.

5 folios, 29 $\frac{3}{4}$ -in. \times 25-in.; first folio illuminated.

21 July, 1637.

Charles I to Sir Valentine Browne,* Bart.: Patent.

The lands and priveleges granted are substantially the same as those detailed in the foregoing patent (28 June, 1620), of which it is in effect a confirmation. No direct mention, however, is made in it of Killarney fairs, tanning or coyne and livery. The word "British" is used in conjunction with "English" in passages dealing with the introduction of non-Irish tenants. Fines were payable by the grantee under the composition plan devised by Sir Thomas Wentworth. In this case they were: for the manors of Molahiff and Ross, £58 13s. 2 $\frac{1}{2}$ d.; for the manor of Downmarke, £16 11s. 2 $\frac{1}{2}$ d.; for the manor of Ballycarbry, £3. There was also some advance in the annual crown-rents, and the value of debts which might be dealt with by Courts Baron was raised to forty shillings.

5 May, 1645.

Agreement by Cosnigh McEgan on receipt of £12 from Daniel McCarthy (now McCarthymore) to reduce mortgage held by him on the plowland of Collruo (or Culruoe) and the half plowland of Turpinagh from £54 to £42 and to leave said mortgage on Culruoe only.

Signed (not sealed) by Cossinagh Egan (Mac omitted).

Witnesses:

Hugh [? Phalvy], Teige [?], Daniell [? Phaly].

21 Aug., 1648.

Certificate of Knighthood conferred on Nicholas Plunkett by Pope Innocent X.

In Dei Nomine. Amen.

Uniuersis et singulis p^{raesen} hoc publicum instrumentum

* The Sir Valentine Browne to whom the 1620 grant was made died in 1633 and the grantee in this case is his eldest son, Sir Valentine Browne, 2nd Bart. The manors of Downmarke and Ballycarbry were granted to him for the use of his younger brother Thomas 'of Hospital' and his heirs. See Pedigree, pp. 470, 472.

inspecturis, lecturis, pariter et audituris, una sit evidenter notum et manifestum, quod anno a Nativitate Domini millesimo sexcentesimo quadragesimo octavo, indictione prima, die vero vigesima prima mensis Augusti, Sanctissimus in Christo Pater et Dominus noster Dominus Innocentius divina providentia Papa Decimus anno Pontificatus sui quarto, in primo cubiculo audientiae secretae Palatii Pontificum Quirinalis presente Eminentissimo et Reverendissimo Domino Aloysio tituli S. Martini in Montibus Cardinali Caraffa, sibi vero ministrantibus librum et candelam Reverendissimis Dominis Christophoro Signio Archiepiscopo Thessalonicense, et Nicolao Frenshaeo Episcopo Fernensi, Agente Catholicorum Iberniae, Suae Sanctitatis Assistentibus, servatis servandis, consuetis scilicet caeremoniis et ritibus in Pontificali Romano praescriptis, creavit et constituit Nobilem et praeclarum Virum Nicolaum Plunket, alterum Catholicorum Iberniae Agentem, in Militem, seu Equitem Aureatum, eumque ense benedicto donatum, et per Illustrissimum Dominum Marchionem de Bubalo Generalem Locotenentem Custodiarum Sanctitatis Suae accinctum, nec non per nobiles viros Christophorum Pamphilius, et Ludovicum Costagutum, Duces seu Capitaneos Equestrium Militum levis armaturae aureatis calcaribus praemunitum, et per Sanctitatem Suam aurea torque redimitum, in numero eorundem aureatorum Militum adscripsit et adnumeravit. Super quibus omnibus et singulis ego Apostolicae Sedis Caeremoniarum Magister ex officio praesens et a praedicto nobili et praeclaro viro Nicolao Plunket Milite aureato rogatus de praemissis hoc instrumentum confeci.

Acta fuerunt haec Romae in Palatio Pontificum Quirinali apud S. Mariam Maiorem, et in cubiculo secreto, praefato anno, Indictione, die et Pontificatu quibus supra, praesentibus ibidem Reverendissimis Dominis Francisco Albice, utriusque Signaturae Referendario, Lactantio Lactantio, et Quintio de Bubalo, Canonicis Basilicae Vaticanae, et ejusdem Sanctissimi respective Cubiculi Praefecto et Pincerna testibus ad praemissa adhibitis et rogatis. Ita est. Franciscus Maria Phoebeus.

Paper, impressed seal.

Endorsed “✠ The certificate of his holyness knighthood conferred on mee.”

27 April, 1672.

Bond of John Browne, of Ardagh, Co. Kerry, to Sir Valentine Browne, of Ross, Bart: £500.

Witnesses: Tho. Browne, George Mathew, Cornelius Leary.
Copy, made 10 March, 1708/9.

Hilary Term, 1686.

Exchequer Judgement for Sir Michael Creagh against Sir Valentine Browne for £1,000.

Latin. Contemporary copy.

4 Feb., 1689 [n.s].

Agreement.

'Whereas Charles McCarthy More of Pallis, Esq., further perfected a bond bearing equal date with these presents unto John Blenner Hassett* of Ballyseedy, gent., of three hundred thirty [? nine] pounds four shillings [] for the payment of one hundred sixty-five pounds and twelve shillings on demand for and in consideration of a stock of sheep consisting of five hundred [? and over], a stock of black cattle consisting of seventy cows and six and thirty calves, sixteen oxen [*paper perished here*], bulls, nine "stood" [stud] mares, six colts, twenty-two garrons and garron mares and one colt, one grey stable mare, one grey stable stoned horse, one bay stoned colt, three "reekes" [ricks] of wheat, one of oats, and a fourth rick of wheat, all valued at one hundred sixty-five pounds twelve shillings, for ever together with the use of east and west Ballyseedy, excepting so much of them as is already set to tenants, the lands of BallymcThomas and Gortbrack, Dromavaly, and Cahir[? gual], etc., as by the said bond . . .'

Provides for management of stock, etc., up to May 1st following when the agreement comes into force.

Signed and sealed by [J] Blennerhassett.

Witnesses: Da[] Falvey, Tho. Blennerhassett, Flo. McCarthy and another illegible.

Endorsed Agreement with old Col. Hassett.

* The Blennerhassetts were commonly called Hassett colloquially and usually so described. When the full form of the name was used it was generally written as one word. Cf. signatures and endorsement, *infra*.

1688—1690.

Account.

Col. Nicho : Brown, Lord Killmare (*sic*), dr. to Saml. Terry.

1688, 24 Aug. Several goods delivered Mr. Morgan	£	s.	d.
Bryen, per his order	..	..	.. 20 17 0
Received in part of Mr. Bryen	..	..	.. 8 0 0
			<hr/>
	due	..	12 17 0

2 Nov.	1 pair of silk stockings	..	..	12 0
30 Jan.	3 yds. of gray cloth, 18s. per yard .. .. .	..	2 14 0	
to		5 yds. fine "sarge," 2s. per yard	10 0	
Mr. Barry	1¼ oz. silk, 2½ oz. thread .. .. .	..	2 7½	
		buckram, canvas & stay tape	1 4	
		6 yds. "gullonce," 15d., 9 yds. looplace, 18d.	2 9
				3 10 8½
[n.d.]	6 yds. of ratteen and trimmings for a riding coat	..	..	2 5 8½

14 Jan., 1690.

Accounted with the lady for the rent of 4 rooms,

kitchen, cellar, and household goods from Christmas to this day for	..	..	..	12 0 0
11 drinking glasses	..	..	..	11 0
1 pewter flagon, 6s., 1 brass "chaffin" dish, 5s.	..	..	..	11 0
2 glass cruets, 2s., 2 doz. trenchers, 5s.	..	..	..	7 0
1 doz. large pewter plates	..	..	..	16 0
1 large dish, besides 8 broke	..	..	..	12 0
the locks of the closet and kitchen doors	..	..	..	7 0
1 tin cover, 1s., 1 large porringer, 2s.	..	..	..	3 0
wooden dishes, bowls and tubs	..	..	..	5 0
1 flesh fork	..	..	..	1 6
1 table, 2 stools and 2 chairs	..	..	..	12 0
2 cane chairs and 4 Turkey work, broken	..	..	..	1 10 0

37 0 11

Balance of account between "Aldn." [Alderman]			
Loftus and him	5	3	11
Costs of Court in suing the "Alldn.", who left the town before the Mayor gave judgment against him	1	4	6
	<hr/>		
	£43	9	4

[circ. 1692].

Undertaking by Christopher Fagan [of Waterford] not to sue Lord Kenmare on his bond of £277 10s. 6d., due May, 1691, during his misfortunes or until his restoration to his estates.

Signed and sealed by Christoph. Fagan.

Witnesses: T. [or J.] Cronine, Richd. Rice Dom[]
[? Dominicke].

1699.

An account of trespass committed in the Woods of Barlome* by Col. White in the year [16]99.

By 108 tons of bark stripped by him in June and July in the year 1699.

To one ton and a half of bark then stripped; to two horse loads of bark stripped; to $\frac{1}{2}$ ton and six hundred green bark then stripped.

Note that Col. White sold the timber that the above bark was stripped of to Mr. Wallis for fifty pounds.

Trespass committed in the years '97, '98, '99 (as Mr. Welsh gives an account of), by Capt. Lavallin and Col. White.

By 16,880 staves made by orders of John Welsh in the woods of Barlome.

To 1,000 more made by orders of said Welsh.

Tot of staves: 17,880.

To forty-five horse loads of white hoops made in said woods by orders of Welsh.

To three hundred and eighteen horse loads of rafters, cut and made in said woods on the like account.

By forty-four thousand laths made.

By 48 tons of timber made use of, sold by Mr. Welsh as by particulars.

* Frequently referred to in case of Browne v. White: v. p. 291 *ei seq.*

To 2 dozen plowbeams and one dozen and a halfe of "Lapps for Keeves" and ten horse loads of plow timber cut and carried out of same woods by Mr. Welsh's orders.

To six ash oars and two keels of a boat, 24 foot long each keel, to Mr. Wallis and 9 pieces of birch timber to him and two oars.

To timber for a great boat disposed of by Welsh and timber for a mill.

To 2 dozen oars to Col. Beecher's man servant.

To 1 dozen plowbeams cut by Welsh's orders and disposed of in like manner.

8 March, 1698[9].

Entry in Signet Office, Whitehall, of warrant * from William III for payment of £400 a year and arrears of £2,160 to Helen Browne, commonly called Viscountess Kenmare, out of the estates forfeited by her husband, the grant of this pension having been made by Queen Mary II in 1692.

Certified copy, made 30 April, 1716.

20 Oct., 1701.

Decree to William Burnham for £70 against heirs of Sir Valentine Browne, Bart., from whom on 18 Aug., 1680, Burnham got a lease of three lives at 30s. (rising to 40s.) of a messuage on the south side of the church yard at Killarney, with a covenant to build thereon within 18 years a house 40 feet long with a stone wall and double chimney. A better house than this was built, burnt during the late war and rebuilt since the war. Also in 1670 Sir Valentine Browne, in consideration of £90 paid by Richard Burnham, blacksmith, assigned to him the rent of 3 gneeves of Cnoughreer [Knockreer] then in the occupation of Nathaniel Exham till the £90 were recovered or, if Exham ceased to be tenant, a 21 year lease thereof. £20 having been thus recovered the balance is £70, the amount decreed.

23 March, 1701[2].

Decree by the Trustees for Forfeited Estates in Ireland,

* This document contains references to the Earl of Bellemont, Francis Burton and others who had an interest in the Kenmare estates during the period they were in the hands of the Forfeited Estates (Chichester House) Trustees. It is not printed here: the substance of its contents will be found in *Calendar of Treasury Books*, Vol. XIV, p. 297.

on a claim (No. 1161) under the Act of 11 William III made by Anthony Hammond, of Somersham, Huntingdonshire, on behalf of Valentine, Thomas, Jane, Margaret, Elizabeth and Francis Browne, infants, children of Nicholas Browne [Viscount Kenmare] by his wife Ellen, lately deceased.

Shews that Thomas Browne, deceased, grandfather of said infants, was seised in fee or fee tail of:

The manor of Downmarke (with mills and weirs), the lands of Dramlacture *¹ and Dromnefulusham alias Dromnefuenchen, Gorteenroe, Rinnedonegan, Gortavernoge, Killnecormuck, Dromlegan, Nichards, Gurtinagappull, Dromihullivane, Carlowne, Derrydaffe, Letterfennett, Ahilmore, Borline, Curmore, Aghillbegg, Glanbanow and Clavenecregg—all in Co. Cork; also the lands of Ballycarbry, Beggeinsse, Foghill, Rinelack, Dromballycarbry, East and West Kallecan,*² Comegonagappu[l], Terridagh, Baslehan,*³ Tower, Lawghir, Ballinvogher, Ballyvaghie, Ballyphemine,*⁴ Ballincagert,*⁵ Ballycristin *⁶ and Emlagh, pastures and commons of Laugherbeggii, Tuohballyvogher, chiefrent out of the other 4 plowlands of Ballinvogher, all in Co. Kerry, with courts leet, royalties and other liberties.

Recites the provisions of the indenture tripartite of 2 Nov., 1675, the parties to which were Thomas and Elizabeth Browne, John Baggot, Pierce Baron Cahir, etc., giving details of fines levied, etc., and shewing that Elizabeth was sole daughter and heiress of Sir John Browne, Kt., and that Ellen [usually called Helen elsewhere] was second and eldest surviving daughter of Thomas and Elizabeth Browne. As such she was seised of:

*The same denominations are enumerated in the 1675 settlement (v. pp. 289 and 463). As is usual in 17th century legal documents there are many variations in the spelling of place-names, some, due to the errors of ignorant copyists, quite absurd. In the case of the more remarkable of these discrepancies the form given in the document (G) referred to above is here noted. The variant in brackets is that given in the Exchequer Order of 1692 (v. p. 291, Document B2). The modern form is added in italics.

1. Dromlicknetine (Drumlicnetine) *Dromlickacruie.*
2. Killelane (Kille Lane) *Killelan.*
3. Bablekane (Basslickane) *Baslickane.*
4. Ballplemine (Ballyplowmen) *Ballyplimoth.*
5. Ballintaggart (Ballinteggart) *Ballintaggart.*
6. Ballycrisbin (Ballycrispin) *Ballycrispin.*

Two additional denominations are included in Document B2 as part of the estate in bar. Beare and Bantry, viz., Ballinlicky and Drumcarr.

The Hospital of Any, Corbally, Newtowne, Oldtowne, Ballyvicknane, Ballycahill, Gawletowne, Ballboaden, Ballmichell, Monybegg, Gortnelelagh, Barnarraghigen, Baunmore, Coulelogha,* ¹ Aureleduffe,* ² Bohirledan,* ³ Came, Gortenhackkah, Gortrosse, Gornegeragh,* ⁴ Clofy alias Clofoy, Raghenaard, Rathyarnan,* ⁵ estimated at 4 great plowlands, all part of Hospital, in Co. Limerick; also Ballygarrencarrow,* ⁶ Killcooly,* ⁷ in Co. Limerick, and Cloghlefán,* ⁸ 1 plowland, in Co. Cork; also the chiefrent of 1s. out of Ballincarry,* ⁹ a moiety of the burgage lands in Any, 1 plowland, 1s. 4d. chiefrent out of the lands of Ballycahis between Ballynemone more and Ballyuskale * ¹⁰ in Co. Limerick; house, garden and free commonage belonging to Any, lately in tenure of Garrett Nugent, afterwards of Richard Marshall; house with glebeland in Ballylogh; house in Kilmallock; chiefrent of divers other houses belonging to Any amounting to 13s. 4½d.; houses and gardens in Adare, Rathkeale, Ardagh (or Ardaghogonnell) Crogh (with burgage lands), Aghskeaton, Crone * ¹¹; and the glebeland of Cromwell, estimated at 4 Irish acres; also in the city of Limerick 2 houses in the tenure of Thomas Dungan, mason, being right against the newly erected Spittle House within St. John's Gate, and a house in Key Lane lately in the tenure of Henry Price, cardwainer; together with 'the entry, church, chapel, rectory or parsonage' of the Hospital or Comandry, Brugh, Knocklong, Dunmore, Ballinclogh,* ¹² Killcallane, Cahircorney, Ballinard, Roo[c]hes Towne, Templebredane, Any, Killfruss, Ballymore, Ballybescornane,* ¹³ Ballinmonmore, and the Owles of Rawlins Towne,* ¹⁴ Ballingoole, Ballinscole, all part of the late Priory of St. John of Jerusalem at Kilmainham.

Cites also fines and recoveries Michaelmas Term 1664; settlement by deed of 29 Nov., 1665 (the parties being (1) Thomas and Elizabeth Browne; (2) John Baggot and Jeffry Browne) indicating that Dame Barbara relict of Sir John

* See note on p. 392. The variants in Document B 2 to be noted in this paragraph are:

1. Coulclogha (Coollogh). 2. Aurefeduffe. 3. Bohirledoulane. 4. Gortnekeriegh. 5. Rathegarnan. 6. Ballygouran Garrancarre. 7. Killeely. 8. Cloghlissan. 9. Ballyncurry (5 shillings). 10. Ballinskole. 11. Crome. 12. Ballinlogh. 13. Ballybosscurran. 14. The Oules of Ronolestown.

Document B 2 omits the denomination Came. Document G does not deal with this part of the estate.

Browne subsequently married Sir William King, that Thomas and Elizabeth died without male heir and that their eldest daughter Barbara being dead the surviving daughter Helen was their heiress and that the husband Nicholas [2nd Viscount Kenmare] was tenant only by the courtesy, which tenancy was vested in the Trustees. Hammond claimed the benefit of the said several settlements. The claim was heard 34 March, 1701 [2].

The claim was allowed, saving unto William, Archbishop of Cashel, the rights of the See in the lands of Cappodermotroe, 88 acres, formerly in the diocese of Emly, since incorporated with Cashel.

9 pp. large quarto. *This copy was compared with the original at Chichester House by James Webb (23 July, 1723) and by Daniell Duggan (30 March, 1726).*

Circ. 1703.

An account of the Estates forfeited by Sir Valentine Brown [1st Viscount Kenmare] and his son Nicholas, purchased by John Asgill * from the Trustees of Irish Forfeitures, and the incumbrances thereon with their order of priority.

Paternal Estate: 3 plowlands of Clashdarugane, Newtown Bantry, Derrynuchellig [Derreencollig], Glanucreagh [Glauncreagh], in Co. Cork; Castle, manor and lands of Ross, town of Killarney, Killnass, Killhilane [Kilteelane], with a great many other denominations, Ballibane, Ilandiragh [Islandearagh], Cnockewolty, Ardshanevolly, Ballidribbeen, Fryyes, Ardshanevolne [*vide supra* Ardshanevolly], Rathmore, Shannagh and Mills, Rathbegg, Clonmealane, part of Strahane [Scrahan], Killeen and Inshy [Incheens], Killcootagh [Kilcoolaght], Coolgranne [Coolegrean], Killmane, Mullaghive [Molahiff], Dromnreage [Dromreag] and Rathmore, Ballycumane [Ballahacommene], Ballybrack and Killtyes [Keelties], Donneene [Dooneen] and Ballyvonge [Ballyvoig], Killbreane [Kilbreanbeg and -more], Killheneare [Kilnanare], Killmore, Cahireduffe [*? see Index*], Gowlane and Skart, Ballincarrigg and Mills, Ardivonnigg, Dromore, Coolbane and Coolicky, Cnockim-

* The price was £3,070 14s. 4½d. : see *Calendar of Treasury Papers, 1720-1728* p. 438. In the MS., entitled Family Record (see p. 459 *infra*) the figure is erroneously given as £3,700.

nane [Knockanninane], Cnocknehikie [Knocknelickey], Lissiviggeen, Leamnegily, Ballynillane, Start [Scart], and Bnollykillane [Buollicullane], the fairs and markets of Killarney and Mallaghive [Molahiff], Knockrيره [Knockreer], Gortroe and Lacknbane [Lackabane], Fusso [Fossa], Gortnenave, Gortnegark, Cnocks [Knocks], Gurranerouragh, Inshykillane [Inchycullane] Ballynemucunnagh [Ballynamoanagh], Gortdromrullagh, Knockneseed, Mawseranre [Mausrower], Gortnegaune, Gnockecapull [Knockacappul], Gortnehane, Gortenahanevie [Gortanahanboy], Ducarrigg, Dienugh Mills and several other denominations in Co. Kerry.

Maternal Estate: The manor and lands of Clonudelarne [Clandonelroe], Dunomark [Dunnamark], Gorteenroe, Ruigydonegane [Reenydonegan], Ballylicky, Glanba[nn]ine [Glanbannoo], Drain Sullivane [Dromsullivan], Ards and Coomeleagh, Monterkeefe [Maulikeeve], Dromidonnell [Dromdaniel], Aylmore, and begg [Ahilmore, Ahilbeg], Cooretoume [Coorloom], Barehune [Barlone], with all the subdenominations thereof, in Co. Cork; Ballynvohir, Ballycarbery and Baslikane, in Co. Kerry; the manors and lands of Hospital, with subdenominations thereunto belonging in Co. Limerick.

Said Nicholas was likewise seized in fee simple of a third part of some houses in the City of Dublin, and of some lands and houses in the town and county of Wexford, and of some houses in the County of Wicklow, all descended to said Nicholas from Lady Brown [Kenmare], his mother.

Encumbrances on said estates allowed by the Trustees on paternal estate:

Nicholas Bourk and Thomasin,* his wife, £2,000 and £695 6s. 10d. for interest (£695 6s. 10d. paid by Trustees); Nicholas Purcell and Ellis,* his wife, £3,000 and £921 9s. 4¼d. for interest (£921 9s. 4¼d. paid by Trustees); George Aylmer and Mary,* his wife, £1,265 18s. 4d. (remainder of portion), no interest; Catherine Brown,* £60 per an. till marriage and £2,000 on marriage.

Henry Cadogan, £275 2s. 5½d. and interest; Robert [Porter], £191 11s. 4¾d. and interest; Capt. John Brown, £120; [William] Burnham, £70.

This document is evidently a copy, but the source from which it is taken is not indicated.

* Sisters of Nicholas, 2nd Viscount Kenmare.

[circ. 1704].

Estimate of Lord Kenmare's Estate vested in the Trustees.

Paternal Estate, vested for life of Lord Kenmare with a reversion in fee :

County.	Rent.	Value.
Kerry	£1,795	
Cork	£ 55	
	<hr/>	
	£1,850 at 6 yrs.	£11,100.

Lady Kenmare's Estate, vested for Lord's life as tenant pro courtesy :

Limerick	£898 4 [0]	
Cork	£361	
Kerry	£150	
	<hr/>	
	£1,409 4 at 5 yrs.	£7,056.

Fee Simple :

Wexford

Wicklow and

City of Dublin

at £700

£18,846

Due to Trustees for arrears in Kerry .. £2,300

For Sir Michael Creagh's judgement .. £1,000

Value of woods on the Lord's estate in Kerry .. £500

£22,646

Encumbrances (besides leases) affecting the estate and decreed to be paid, pursuant to the settlement which directs them to be paid out of the profits as soon as may be over and above all sums paid by the Trustees :

Claimants	Sums due	To what time computed
On Paternal Estate:		
Col. Purcell ..	£3,471	Nov., 1702
N. Bourke ..	2,495	do.
Cath. Browne ..	2,010	do.

1s. 9d., 1 [? lb.] tobacco, 1s., 2½ barrels of malt, £4 10s. od., etc., as well as a number of other articles, e.g., hides for shoe-making, wheat, hops, etc., particulars of which are obliterated.

Names of persons supplying goods are: Richard Coleman, Widow Kennerly, Michael Crowley, David Connell, Gerrald Kennerly, Bryen Loughlin, Hugh Grady, Daniel Sullivan, Richard Roch, Daniel Bouhilly, Mortogh Bouhilly. *The locality is not specified.**

2 pp. Much torn.

16 Aug., 1710.

Deed of agreement* between Anthony Hammond (guardian of Valentine Brown[e] and administrator of Helen, Lady Kenmare), Richard Hedges and Mortagh Griffin.

Having referred to lease of same date whereby Hedges and Griffin set to Patrick French certain lands [comprising a large part of the Kenmare estate] mentioned therein for 61 years, the agreement provides:

1. Hedges and Griffin to convey all rights to lands so let to Hammond, reserving £130 per an. thereout.

2. Because Kilmore, Cahirmacduff, etc., and Herbert's holdings in Killarney were not let to French, because lessees are in arrears, and therefore Hedges and Griffin could not recover same by avowry if they should grant away the immediate reversions, Hedges and Griffin (as regards such sums) to be trustees only to recover same for Hammond and to convey their interest to Hammond when he thinks fit.

3. Hammond so to dispose of rent and arrears that Hedges and Griffin shall be indemnified from covenants they entered into in the joint leases from Asgill, Hammond having agreed to indemnify them from 1 May, 1710.

4. The agreement between Hedges and Griffin and Cardonell and Lilly not to be set aside, Cardonell and Lilly to recover as if the present agreement had not been made. Hammond to indemnify Hedges and Griffin from suits by Cardonell and Lilly.

5. Hammond to pay Hedges and Griffin £1,000 borrowed from Mrs. Raines, and interest, by half-yearly instalments of £400 per an.

* Two interesting letters printed in Burke, *Irish Priests in the Penal Times*, pp. 389, 390 show that Lord Kenmare was in Tralee gaol in 1708 and at Ardagh in 1709.

6. The custodiam obtained of defendant Asgill's estate to remain to Hedges and Griffin on trust for Hammond, they to receive thereby the money due by him for the £1,000, etc., mentioned in article 5, and afterwards to their own use to recover what is due to them by Asgill.

7. Judgement forfeited by Sir Michael Creagh and assigned by the Trustees to Brig. O Farrell (which Hedges and Griffin bought for £600) to remain with Hedges and Griffin upon trust to "indemnify them from the securities given by them for the money they paid for the same," and afterwards in trust for Hammond. Hammond to indemnify Hedges and Griffin from the money borrowed by them, they assigning over the said judgement and performing the said trust.

8. On adjustment of accounts relating to the joint leases any money in hands of Hedges and Griffin to be disposed of as Hammond directs, Hammond indemnifying them from payments under the leases.

9. Hammond to pay £200 to Hedges and Griffin on 1 May, 1711, and if the war with France is still in progress a further £100 on 1 May, 1712.

10. The rents due by Griffin out of the lands held by him from Asgill, and out of the farm of Gortdromrillagh, leased to him by Sir Valentine Browne, Bart., to be paid to Hammond as long as Hammond has just debts due by Asgill, with mutual indemnifications, Griffin to retain £60 per an., being his part of the rent reserved in the lease to French, this £60 to be counted as so much paid to Hammond.

The document of which the above is a summary is itself an abstract of the original deed. A copy of this (12 pp. large quarto) is preserved.

9 Jan., 1710[1].

Marriage settlement of William Weldon and Elizabeth Browne. Weldon is here described as of Gray's Inn, Middlesex.

Signatories are Wm. Weldon, Kenmare, Eliz. Browne, Ant. Hammond, Val. Browne.

Witnesses to Kenmare's signature: Richard Prendergast, Thady Connor; *To the others:* Catherine Browne (*sic*) [da Cunha], Pe. Sexton, document being first stamped with a "double sixpenny stamp."

A copy of this original deed is attached to Weldon's will (q.v. p. 418).

[] April, 1711.

Assignment by William Crosbie, of Tubarid, Co. Kerry, to Mortagh Griffin, of Killarney, for £100, and £30 to be paid six months after the death of Nicholas, [2nd] Lord Kenmare, of the custodiam on the estate of John Asgill for a debt of £100. Appended is a declaration, *signed by witnesses* John Bateman *and* Tho. Crosbie, that the assignment is in trust for Anthony Hammond, for the use of Lord Kenmare's only son, Valentine Browne.

There are some other documents in the collection relating to custodiams on the estate which need not be particularized.

6 May, 1720.

Order from Valentine, 3rd Viscount Kenmare, to William Tubbs to give up possession of the Burgess lands of Any (parish of Knockany, Small County barony, Co. Limerick) containing about 350 acres, held by Tubbs under a lease made to Edward Stradford by John Asgill, now determined by the death of Nicholas, 2nd Viscount Kenmare.

Unsigned.

Instructions as follow are appended:

'If you are refused possession when you demand it then serve him that holds over with a notice under my hand, and on giving him the notice demand the possession again; and have a true copy of the notice and two witnesses present who must compare the notice and copy before it be served and let them "indoss" the copy that they may justly swear he was served with a notice whereof that is a true copy and that he refused to obey it or give up the possession.'

Verso. Certificate by Call. McCarthy that a true copy was served on the wife of William Tubbs in her house at Knockany, the same day.

[May, 1720].

An account [from William Shee] of what was laid out on the burial and funeral rights of the late deceased Rt. Hon. Lord Viscount "Kenmaer":—

	gldrs.	shors. current.
The music master	54	8
The receiver of the church	III	15
The bidders or bearers	21	0
The four mendicant orders	8	0
Straw in the church	3	0
The man that hung the blacks	2	16
The boys that carried the torches	3	4
Offering money in the candles	8	15
Silly Brothers	3	12
Wax tapers and torches	58	19
Making the scutcheons, coat royal, etc.	49	12
Bread for the poor	49	0
Having prayers said, in alms, etc.	63	0
A coffin	18	0
Errands and other small services	11	16
A journey to "Bridges" [Bruges] for horse- hire, etc.	12	16
Expenses in the tavern and elsewhere since his death till the ceremony was over	16	19
The Deacon of the parish	4	4
The servant maid and nurse that attended him in his sickness	6	10
	<hr/>	
Total	507	6

"being 7 guildrs. and sixpence more than the money I received from Mr. Archdeacon."

7 May, 1720.

Death Certificate of "Dominus Nicholaus Browne [*Vicecom*]es de Kenmear, etc., viduus," died 26 April,* 1720, at Gand [Ghent]. Signed by Sebast: van Eyck, pastor.

Latin and French. Much torn.

[circ. May, 1720].

Catalogue of books and list of personal effects sold [after the death of Nicholas, 2nd Viscount Kenmare].

The books number 40, of which more than half are in Latin.

* New style, *i.e.*, 15 April, old style.

The other languages are English, French and Flemish. The majority of the books are works of a devotional or theological character.

The personal effects were evidently of little value.

A bag, the contents of which are described as unknown, is also mentioned.

3 pp. (6 col.). *Flemish.*

15 Dec., 1720.

Assignment by Daniel Arthur, of London, merchant, to John Barry [*no address given*] of a bill of exchange, dated London, 7 Sept., 1705, drawn by John Asgill on Col. Maurice Hussey in favour of Arthur for £222. Accepted by Hussey and protested by Arthur for non-payment.

This and another bill (24 Oct., 1705) drawn by Asgill on Thomas Hancock, of Bantry, are both endorsed by Arthur as payable to Henry Archdeacon, of Cork.

25 March, 1721.

A statement of accounts relating to Mme. da Cunha's portion from 1 May, 1701, to date.

In addition to the acquittance calendared on p. 419, there are other accounts relating to the above dated 1 Nov., 1716; April, 1718; and 24 June, 1742.

26 Aug., 1721.

Statute Staple (City of Kilkenny) Lord Kenmare, of Ardagh, Co. Kerry, to Peter Bryan, of Jenkinstown, Co. Kilkenny, £7,073 4s. od.

Verso. Satisfaction by Pierce Bryan, of Jenkinstown, 17 Feb., 1731[2].

Copia vera, 17 May, 1732.

Latin.

1721 *et seq.*

General survey of the estate. For particulars see p. 455.

28 Jan., 1721[2].

Agreement by John Dillon to perfect a lease of 41 years to Joseph Bacon (for Lewis Baden and Co.) of all lead, copper,

coal, culm, tin and iron mines* to be discovered in any part of the lands of Artullee, in the barony of Glanerought, Co. Kerry, with rights of search, sinking shafts, drawing water, ingress, egress, etc. Royalty to be one-thirteenth part in kind, or

£3 for every ton of copper ore ;

50s. „ „ „ lead ore called [? potten or patten] ore ;

15s. „ „ „ lead ore called steely grained ore ;

and the market price ruling in other parts of the Kingdom for tin, coal, culm or iron. Bacon is to employ local labour for carting and non-skilled work, provided they do it as cheap as outsiders. Lease to be void if work neglected continuously for one year, except during the progress of a "public war."

Signed and sealed by (seals lost) John Dillon, Jo. Bacon.

[April, 1722].

' To the King's most Excellent Majesty in Council the humble petition of Valentine Brown, commonly called Lord Viscount Kenmare.

' Sheweth

' That for easing the people of Ireland of the burthen of quartering soldiers in their houses many commodious barracks have been built in proper places throughout that Kingdom with the money arising from certain duties granted in Parliament for that purpose ;

' That on the surrender of Limerick and the entire reduction of Ireland in the year 1691 a garrison was placed in Ross Castle, the mansion house of your petitioner's family, situate in Ross Island in the County of Kerry, the Government finding it necessary in that unsettled juncture to keep soldiers in that part of the country for suppressing tumults and riots, and as the public exigencies did then oblige the subjects in general to submit to the quartering of soldiers in their houses and it was not thought a very [*paper torn*] extraordinary matter, that such a seat should be conver[ted] into a garrison when there was no barracks or other convenient houses for reception of the officers and soldiers.

' That after the barracks had been erected as aforesaid the garrison was continued in your petitioner's mansion house without any necessity and with some extraordinary charge to the Government, 200 pounds a year being allowed for the

* For other references to mines see pp. 135 and 419.

maintaining a Governor there, and though your petitioner's inheritance was irreparably damnified by the ruin of a good dwelling house adjoining to the castle which was just finished in the year 1688, and by the destruction of a vast number of oak and ash saplings and other improvements, yet your petitioner having resided altogether in England during his minority, his friends and relations did not think fit to complain of these and many other damages which the Governor and officers could not easily prevent.

'That your petitioner on the death of his father came lately into quiet possession of the estate of his family by an unquestionable title and his affairs obliging him to reside in Ireland for some time, he is put to great inconvenience for want of a proper habitation, his only mansion house being rendered uninhabitable and taken up by the said garrison.

'That Killarney, a market town (whereof your petitioner is owner), lies within two miles of the said seat and being a thoroughfare is in all respects more proper for the reception of soldiers and for answering the ends of the Government than your petitioner's house, which stands in an island in a lough or lake up in the nook of the country, and if it be thought necessary or expedient to erect a barrack in that part of the country your petitioner is willing at a reasonable price to set out and allow ground for that end in the said town of Killarney.'

The petition goes on to shew that about Oct., 1720, a similar petition was presented to the Lords Justices, who referred it to the Lord Lieutenant of Ireland, but that the petition and the order of reference having been mislaid by petitioner's agent no further proceedings were had thereon. Prays for restoration to his "mansion seat" or the grant of a sum of money sufficient to build a suitable house, or an annual allowance or pension* by way of reasonable compensation for damages sustained.

Certified a true copy by Robert Hales.

The King in Council, St. James's, 5 May, 1722, refers this matter to the Duke of Grafton, Lord Lieutenant of Ireland.

n.d. [? 1721].

Plan of kitchen and servants' quarters [for Lord Kenmare's new buildings at Killarney].

* An annual rent was subsequently allowed. See p. 420.

The rooms, etc., are numbered and identified as follows:—

- “ 1. The doore a coming in.
- “ 2. The comon hale for saruants.
- “ 3. The waye to the citchin.
- “ 4. The citchin doore.
- “ 5. The citchin.
- “ 6. The citchin chimney.
- “ 7. The biler and stueholes.
- “ 8. The dreser.
- “ 9. The scolerey.
- “ 10. The ouen and dish water biler.
- “ 11. The sinke.
- “ 12. The scolerey dreser.
- “ 13. The laneder [? lareder].
- “ 14. The laneder dreser or peaster eytalls.
- “ 15. The doore for the firing for the scolery.
- “ 16. The saruants eateing hale.
- “ 17. The teable and seates.
- “ 18. One doore to the selers.
- “ 19. The boteler's pantrye abof [f——? or rosey to the hale].
- “ 20. The stayers from the seler door.
- “ 21. The wine seler.
- “ 22. The bottle seler.
- “ 23. The eale seler.
- “ 24. The stayer from the saruants hale to the pasage above.”

Plan measures 5½-in × 4-in.; explanation is in an early 18th century hand.

[circ. 1721].

Proposals, comprising 6 clauses, with a memorandum (9 clauses) of advice thereon, made by Lord Kenmare and Thomas Power to Col. Aylmer (Lord Kenmare's uncle) and his son Garret, concerning the Lyons estate which Col. Aylmer has underset [and evidently wasted]. The annual value is given as £1,165 and debts as £9,247. They suggest that interest on the latter (taken at 7 per cent.) should be lodged [from rents received] in trustees' hands: trustees to be 8 in number, 4 in the father's interest, 4 in the son's. Among the proposals to prevent further depra-dations is one that the Col. is 'not to cut a single full-grown tree or a rampike,' except what is absolutely necessary

for firing, without the consent of a majority of the trustees. Pawning of furniture and plate should also be stopped: he (Col. Aylmer) 'ought not to strip and ransack the house and leave nothing but bare boards to his son.' Clause 6 of the proposals urges that Col. Aylmer shall contribute all in his power to secure his son Garret in the most effectual manner that the ablest counsel shall devise against the Gavil Act.

Draft, unsigned.

6½ pp. f. cap.

9 May, 1722.

Return by Tym. Sullevan of work done [on new buildings]* Lord Kenmare's estate for 10 July, 1721.

An average of about 25 labourers, besides a large number supplied by Mr. Brown [? of Ardagh], were employed, the rate of pay being 4d. per day in winter and 5d. in summer.

The following items from this return give an idea of the work undertaken by Lord Kenmare soon after he recovered possession of the estate.

'The number of slates drawn home by hired persons was 123,869 slates, as may appear by entries produceable; the country gentlemen brought 16,000 more, gratis.'

282 tons of stones "not counting what stones lays now in the street."

Other materials are 900 deal boards, 19,800 "latts from the mountains," 76 doz. square red tiles, 10 doz. ridge tiles (from Bunlauna), "nyne barrs of ledd."

As well as attending masons, carting the above mentioned and other materials (e.g., 'lime, sand and stones 'for the Court,' clay and stones for 2 thatched houses, the great stones for the stairs), the labourers were engaged in limeburning, opening a marble quarry at Ross, burning two "kills of breek" containing about 80,000 bricks, and also in saving and bringing home the hay and in cutting, threshing and carting corn.

2 pp. f. cap.

1722.

William Weldon's account with Lord Kenmare.

Covers the period from Dec., 1717, to Oct., 1722. The

* Cf. p. 266 Dan Sullevane's account. On one of the estate maps is a drawing (elevation) of the new house built by Lord Kenmare about this time. It was made by John Barry, surveyor, in 1729. The site of Kenmare House was close to the present estate offices, on the entrance gate side.

majority of the items are disbursements, mostly in connexion with legal matters. One of £6 9s. od. (n.d.) is for 'Mr. Crosby for escutcheons for my late Lord's month's mind'; another (£9 15s. od.) is 'for the clergy and blacks to hang the chapel on that occasion.' Interest is charged on certain sums, the rate being in one case 5 per cent., otherwise 8 per cent. Weldon was in receipt of a salary of £40 a year as Kenmare's legal man of business.

3 pp. f.cap.

1723.

An Account of the present rents and encumbrances of the Lord Kenmare.

Kerry rents	2,700	
Hospital do.	370	
do. tithes	170	
Bantry (less Crown rent)	540	[£]3,780
Deduct		
Quitrent, Kerry Estate	63	
Griffin and Hedges, their profit	130	
Crown rent, Hospital Estate	30	
Receivers' fees at 12d. per £	183	406

[£]3,374

Debts:

Madam da Cunha ..	560	(added)
Capt. Hedges ..	700	
Brewster	300	
Keating	500	
John Browne ..	200	
Daniel Arthur ..	800	
Cockligh [Colclough]	400	
Sister Peggy's portion to Lady Green ..	500	
John Weldon ..	300	
William Weldon, balance	1,600	

My father's debts in			
Flanders	300		
Sheehy [Shee]	150		
Mrs. McNamarah	200		
in all ..	6,950	[recte 5,950, or with da Cunha, 6,510]	
Amount Purcell principal			
is	3,600	[corrected to 3,671 12]	
Total ..	[£]10,550	(sic)	
Interest at 7 per cent.			
da Cunha annuity	737		
	400	(determines on her death)	[£]1,437
Law expenses	300	(will not hold always)	
		leaves	[£]1,937
<i>Copy, in Daniel Cronin's hand.</i>			

1723/4.

Daniel Duggan's account of his Expenses on Lord Kenmare's business, 23 December to 10 March.

	£	s.	d.
Horse hire from Cork to Kilcash		8	3
Coach hire Kilkenny to Dublin		12	0
Horse hires "in Weales," Milford to Bristol, 120 miles			
at 5s. per day for horse and guide	1	5	0
Guide and horses expense, 4 nights		4	0
Passage over Severn, 2 persons, 2 horses		1	4
do. do. 3 other navigable rivers			9
do. back, guide and horses, in all		1	6
'Riding post from Bristol to London, which is 108			
post mile at 3d. per mile, which the day of trial			
being within 5 days and having no security to give			
in Bristol (or any hired horse) I was obliged to go'	1	7	0
'A third part of the post boy's horse [which] two			
other gent and I that rid post were obliged to pay			
it not being post night'		9	0
'The horn and gateage in that way'		1	4

Horse hire, etc., from London to Chester and Parkgate	I	8	3
do. from Dublin "home" [Cork]	I	3	0
Passage from Dublin to Milford, including attendance while sick		8	0
Passage from Parkgate to Dublin		5	5
Necessaries on shipboard, both journeys		7	6
'A boat to carry me to the ship to the bar being a league and the like at my return'		2	0
Lodging: 3 weeks in Dublin at 2s. and 2½ weeks in London at 2s. 6d. a week		12	3
Washing, firing and candle light in Dublin		5	3
Washing and candle light in London (no firing)		3	2
Total portorage from coach to lodgings, Dublin and London, and to and from ships		2	6
Travelling charges, Cork to Kilcash, stay in Carrick, thence with Lord Kenmare's horses and servant to Kilkenny, thence by coach in 3 days to Dublin (<i>items not separately accounted for</i>)	I	4	0
Expenses in Dublin and King's End for a month	I	12	0
Travelling charges, Milford to London (228 miles)	I	14	7
Expenses in London for 3 weeks	I	16	0
Travelling charges, London to Par[k]gate (158 m.), and 1s. 3d. per day to horse's charge on said journey	I	6	8
Other items in the account are:			
'Cash expended for my Lord in Dublin for 3 French and Greek books'		18	6
"Sco[]ing the goold watch and minding the clicker which Cope refused to doe gratis"		2	8
"Postage of two packetts to Madm. Deacunha"	I	19	8
"A pair of shoes and stockins bought for my weareing in London"		8	6
The total, including £2 12s. 10d. for exchange and a few other unimportant items, amounted to £24 17s. 9½d.			

1 April, 1724.

Account relating to £2,000 due from the Countess of Clanrickarde to Lord Kenmare [for his wife's portion]. After deduction of contras debited to Kenmare (which include sums paid out to Madame da Cunha, Sir Redmond Everard, etc., on

his behalf and an annual charge of £300 for his "pension" at Kilcash, whence he departed 1 July, 1723) shews a balance due of £564 os. 7d.

10 March, 1724[5]. Will of Owen Ferris, of Lahard.

To his eldest son, Morgan, half his lease and farm of Lahard, all Cuilliny as his father left it, together with his dwelling house and garden and half of the fishing of the River "Lawne" belonging to Lahard; to his second son, Terence, the other half of Lahard Ighterigh [ἰοῦκταραδῆ, *i.e.*, lower], being in the whole 8 gneeves, and half of the 4 gneeves of Upper Lahard when they can recover it, together with the half fishing of Lahard Ighterigh and, in case of division, 'the house wherein Martin Kealiher now lives as a residence'; some money, right of residence and grass of 10 collop to his wife Julian Mahony; also contains provision for younger daughters, *viz.*, 40 head of young black cattle, for young son Bartholomew, payment of debt due to Edward Herbert, etc.

Witnesses: Owen Ferris, Priest,
Owen Ferris,
Daniel Ferris.

Copy (in contemporary hand.)

7 April, 1725. Grant by Pope Benedict XIII to Valentine Browne, Viscount Kenmare.

This Papal Bull, the text of which is given below verbatim, is contained in one large parchment sheet (approx. 35-in. × 29-in.). It is written in the Scriptura Bollatica. The papal seal is of gray lead (approx. 1¼ -in. in diameter). That portion of the Bull which confers the right of presentation to the parishes of Killarney and Kilcummin is no longer operative, the exercise of this signal privilege having been given up in recent years.*

Benedictus episcopus servus servorum Dei venerabili fratri episcopo Ardefeartensi seu Achadeonensi salutem et apostolicam benedictionem. Romanum decet Pontificem pia

* A nineteenth century document preserved in the collection sets out in detail the sums paid out of the Kenmare estate in Catholic religious charities and church benefactions between 1765 and 1895. These, excluding extensive private donations, amount to a total of £39,200 2s. 6d.

et que ad procurandum ubique presertim in hereticorum regionibus ac inter execrabilia eorum dissidia diuini cultus incrementum promouendosque Orthodoxe Nostrae Religionis triumphos tendunt Christifidelium vota meritis apostolice liberalitatis dignari muneribus ut munera ipsa sic dignata exhibeant similia concupiscentibus grati animi sui monumenta et in posterum paria concupituris laudabilia erga cultum ipsum fiant irritamenta. Exhibita siquidem Nobis nuper pro parte dilecti filii Ualentini Bruni Comitis de Kinmare Catholici seu laici Ardefeartensis seu Achadeonensis diocesis in Hybernia ac infrascriptorum locorum Domini in temporalibus petitio continebat quod una de Killarniis et altera parochiales ecclesie de Kilcomin locorum dicte Ardefeartensis seu Achadeonensis diocesis in dicta Hybernia quarum olim et dum ille pro tempore vacabant collatio prouisio et omnimoda alia dispositio ad tunc et qui pro tempore existebat priorem prioratus conuentualis Sancte Catherine Sancti Benedicti seu alterius Ordinis predictae Ardefeartensis seu Achadeonensis diocesis in eadem Hybernia cessantibus tamen reseruationibus et affectionibus apostolicis spectare et pertinere dicebatur queque nunc et ab immemorabili tempore prioratu predicto una cum omnibus et singulis illius bonis iuribus pertinentiis annexis dependentiis membrisque uniuersis ab impia hereticorum rabie penitus euersis deperditis ac occupatis libere collationis effecto existunt in illarum edificiiis ita ruinose et anguste sunt ut respectiue in eis earum respectiue parocchianis ecclesiastica sacramenta ab illarum pro tempore existente respectiue rectore eis que decent et inibi permittuntur commodo et decore administrari aliaque munia parochialia et diuina officia non sine spirituali eorumdem parocchianorum dolore ac Orthodoxe Religionis dedecore persolui non ualeant proindeque parocchiales ecclesie predictae quarum insimul et illis forsan respectiue annexorum prius redditus et prouentus nulli sunt premissis ac congrue illarum respectiue pro tempore existentis rectoris substentationi occurrere non ualentes in earum ruinosis edificiiis predictis lacrymabile nudumque earum fere exanimis parochialitatis detinent dumtaxat nomen et titulum Ualentinus uere predictus qui Orthodoxe fidei cultor uere existit et sub obedientia Sancte Romane Ecclesie uiuit uiuereque et mori intendit auite sue pietatis estu accensus spiritualibus parocchianorum pre-

dictorum necessitatibus consulere et aliquaum terreni eius patrimonii partem ad celestes thesauros transferre cupidus ecclesiam seu cappellam oratorium nuncupandam et minime collatiuam ac infrascriptis in ea debite exequendis satis accomodam intra dictarum parochialium ecclesiarum limites parochiales et in eorumdem limitum situ utriusque parochialis ecclesie huiusmodi respectiue parocchiannis commodiori in qua dictarum parochialium ecclesiarum respectiue rector nunc et pro tempore existens ecclesiastica sacramenta parochianis predictis assidue commodeque administrare aliaque munia parochialia exequi et diuina officia predicta cum debito diuini cultus decore celebrare et ad quam parochiani ipsi pro assumendis sacramentis audiendisque diuinis officiis predictis etiam commode tuteque accedere possint et ualeant et attento quod ex improba illarum partium et sic ab hereticis impie uolenterque uolita consuetudine sacramentorum predictorum administratio et assumptio ac eorumdem diuinorum officiorum celebratio predicta non nisi occulte et in priuatorum domibus fieri permittuntur pro tutiori ac liberiori premissorum omnium et singulorum exercitio inibi ut praedicitur habendo unam domum eidem ecclesie seu cappelle oratorio nuncupandae coniunctam pro eiusdem Ualentini quoad erit ad hoc ut ipse libere premissorum omnium et singulorum executioni et ab hereticorum angariis defensionis usque ad eius uite periculum nec non Orthodoxe fidei predicto cultui in locis predictis ad maiorem eiusdem Sancte Romane Ecclesie gloriam augendo incumbere ualeat habitatione propriis eius sumptibus et expensis pro quibus non modica pecuniarum summa sibi impendenda erit edificare intendit dictamque ecclesiam seu capellam oratorium ut praedicitur nuncupandam postquam tamen illa ut praedicitur edificata [*inserted instead of some word erased*] postquam tamen illa ut praedicitur edificata fuerit de omnibus et singulis sacris suppellectibus aliisque ad diuinum cultum aliaque omnia et singula premissa in ea debite decenterque exequenda exercenda et adimplenda necessariis et opportunis ex eius mere laicalibus et patrimonialibus bonis ab omni et quocumque fideicommissu censu canone hypotheca caducitate alioque onere omnino liberis immunibus et exemptis congrue perpetuoque dotare et prouidere parochiis praedictis si ei ius patronatus et presentandi personam idoneam seu personas idoneas ad dictas parochiales ecclesias

scilicet quas dilectus filius Eugenius Dunlea pastor ex dispensatione apostolica ad presens obtinet quam primum illas ex persona dicti Eugenii et deinde quotiescumque perpetuis futuris temporibus uacare contigerit eidem Ualentino eiusque heredibus descendentibus et successoribus per Nos et Sedem Apostolicam ut infra perpetuo reseruetur et concedatur. Quare pro parte dicti Ualentini cuius infrascripta uota utpote earundem parochialium ecclesiarum parochianorum predictorum commodum indemnitate necessitateque respicientia Congregatio uenerabilium fratrum Nostrorum Sancte Romane Ecclesie Cardinalium Negociis de Propaganda fide prepositorum et uenerabiles fratres nostri Cassellensis Archiepiscopus et Ardefeartensis seu Achadeonensis episcopus commendant nec non archiepiscopus et episcopus predicti eorum grato dignantur assensu Nobis fuit humiliter supplicatum quatenus earundem praechialium ecclesiarum parochianorum predictorum necessitatibus diuini cultus decori opportune consulere de benignitate apostolica dignaremur Nos igitur qui cultus predicti augmentum animarumque salutem sinceris desideramus affectibus ipsumque Ualentinum specialibus fauoribus et gratiis prosequi uolentes dictumque Ualentinum a quibusuis excommunicationis suspensionis et interdicti aliisque ecclesiasticis sententiis censuris et penis si quibus quomodolibet innodatus existit ad effectum presentium tantum consequendum harum serie absoluentes et absolutum fore censentes huiusmodi supplicationibus inclinati fraternitati tue per apostolica scripta mandamus quatenus ueris existentibus narratis eidem Ualentino eiusque heredibus descendentibus et successoribus predictis postquam tamen dicta ecclesia seu cappella oratorium nuncupanda ut praedicitur edificata ac sacris suppellectilibus aliisque ad diuinum cultum aliaque praemissa ut praedicitur exercenda exequenda et adimplenda necessariis ditata ac congruis redditibus pro premissorum omnium manutatione dotata fuerit ac pro huiusmodi dote per eundem Ualentinum tot bona ad ipsum pleno iure spectantia et pertinentia ac ut praedicitur libera immunita et exempta assignata fuerint ius patronatus et presentandi coram ordinario loci personam idoneam seu personas idoneas ad dictas parochiales ecclesias postquam ille ex persona dicti Eugenii quomodolibet uacauerint et deinde semper et quando-

cumque et quotiescumque illas per cessum uel decessum seu priuationem vel quamvis aliam dimissionem uel amissionem seu religionis ingressum illas pro tempore obuientis seu obuientium aut alio quouis modo etiam in aliquo ex mensibus Nobis et Romano Pontifici pro tempore existenti Sedique predicte per quascumque constitutiones apostolicas seu cancellarie apostolice regulas nunc et pro tempore reseruatas seu ordinariis collatoribus etiam per constitutiones et regulas easdem seu literas alternatiuarum aut alia privilegia et indulta hactenus concessa et in posterum concedenda seu alias de iure quomodolibet competentia non tamen apud Sedem predictam uacare contigerit per eundem ordinarium examinandam et approbandam seu examinandas et approbandas et ad presentationem huiusmodi in dictis parochialibus ecclesiis per eundem ordinarium instituendam seu instituendas etiam si prior predictus dicte parochiales ecclesie eiusdem prioris collationis predicte unquam extiterint ad dictum prioratum prout uniuersi Orthodoxi orbis uota exoptant quandocumque reuersurus sit apostolica auctoritate et sine alicuius preiudicio dummodo dictus Valentinus eiusque descendentes heredes et successores predicti in sinceritate fidei persistent perpetuo reserues concedas et assignes ius patronatus et presentandi huiusmodi laicorum tantum existere at reputari debere dictoque Valentino eiusque heredibus descendentibus et successoribus predictis non ex privilegio apostolico sed ex premissis omnibus et singulis competere illudque uim essentiam naturam substantiam qualitatem ualiditatem et roboris firmitatem iurispatronatus uere et proprie laicalis ex premissis acquisiti habere et obtinere ac Valentino illiusque heredibus descendentibus et successoribus predictis perpetuo suffragari debere in omnibus et per omnia et absque ulla prorsus differentia et quoad omnes iuris et facti effectus uti Valentino eiusque heredibus descendentibus et successoribus predictis ratione premissorum acquisitum et concessum ac uti tale sub quacumque derogatione nullatenus comprehendi nec ullo unquam tempore etiam pretexto iuris patronatus ex privilegio apostolico uel consuetudine acquisiti seu alia ex causa quantumuis legitima ac urgenti derogari aut derogatum censi posse neque debere nisi Valentini ac heredum descendentium et successorum suorum predictorum expressus ad id accesserit

assensus ac derogationes necnon collationes prouisiones et quasuis alias dispositiones de dictis parochialibus ecclesiis sicut praedicitur uacantibus absque presentatione et expresso consensu Ualentini et heredum descendentium et successorum predictorum etiam cum speciali et expressa derogatione iuris patronatus huiusmodi pro tempore factas processusque desuper habendos et deinde sequenda quecumque nulla et inualida nulliusque roboris uel momenti fore et esse ac pro nullis et infectis haberi et censeri debere nec ius aut coloratum titulum possidendi cuiquam per illa tribui uel acquiri posse minusque presentes de subreptionis uel obreptionis aut nullitatis uitio seu intentionis nostre uel quopiam alio defectu notari impunctuari retractari annullari inualidari seu in ius uel controuersiam uocari aut ad uiam et terminos iuris reduci neque sub quibusuis similibus uel dissimilibus gratiarum reuocationibus suspensionibus limitationibus derogationibus aut aliis contrariis dispositionibus etc. per Nos et quosuis successores nostros Romanos Pontifices pro tempore existentes sub quibuscumque uerborum expressionibus et formis ac cum quibusuis consiliis et decretis pro tempore quomodolibet factis aut etiam sub quibusuis Cancellarie predictae regulis comprehendendi uel confundi sed semper ab illis excipi et quoties ille emanabunt toties in pristinum et ualidissimum statum restitutas repositas et plenarie reintegratas ac de nouo etiam sub quacumque posteriori data per Ualentinum illiusque heredes descendentes et successores predictos quandocumque eligenda concessus esse et fore ac Ualentino illiusque heredibus descendentibus et successoribus predictis perpetuo suffragari sicque et non alias per quoscumque iudices ordinarios uel delegatos quauis auctoritate fungentes etc. causarum Palatii Apostolici auditores ac predictae Sancte Romane Ecclesie Cardinales etiam de Latere Legatos uicelegatos dicteque Sedis Nuncios iudicari et definiri debere et si secus super his a quoquam quauis auctoritate scierit uel ignoranter contigerit attentari irritum et inane decernas non obstantibus quibusuis etiam in Synodalibus Prouincialibus Uniuersalibusque Consiliis editis uel edendis specialibus uel generalibus constitutionibus et ordinationibus apostolicis contrariis quibuscumque. Datum Rome apud Sanctum Petrum Anno Incarnationis Dominice millesimo

septingentesimo uigesimo quinto septimo Kalendas Aprilis Pontificatus Nostri anno secundo.

8 signatures of Vatican officials follow, including that of A. Caraffa.

circ. 1724[5].

Reasons for an Act of Parliament.

1°. Because 'tis more secure than a Decree, which may be reversed.

2°. Because 'tis necessary Lord Kenmare should have power to sell to enable him to make a clear estate of £3,000 per an. so as his Lady make [may] come in for £1,000 a year dower, most of the incumbrances being debts that would affect the estate.

3°. Because it is requisite to lay aside that part of the marriage article which would oblige Lord Kenmare at his death to leave all the estate he was possessed of or entitled to at the time of his marriage to his eldest son free from encumbrances, otherwise the eldest son could carry away the whole estate and no provision could be made for Lord and Lady Kenmare's younger children.

4°. It would leave it out of Lord Kenmare's power to be relieved in case his own creditors should fall upon him, or that Lord Kenmare should be forced at last to pay the damages on the verdict lately given in England, if he should be tied from raising money by sale or mortgage of such part of his estate as exceeds the clear yearly value of £3,000 per an.— which was all that was intended he should be obliged to make good by his marriage articles.

5°. The sanction of an Act of Parliament will secure Lady Kenmare her dower beyond all accident, whereas as it stands now it may be precarious, it appearing on the face of the articles which gives it her that they are made with an intention to elude the Acts against the growth of Popery. Memorandum for Mr. Webb to speak to Col. Butler to write a letter to me signifying that he will not come into any measures for a Decree or Act of Parliament unless the whole purchase money be paid down before I convey the lands that are to be sold to the purchasers I have agreed with, because that unless that be done

I shall not be in a condition to perfo[rm] the clause in my marriage articles to make a clear estate of £3,000 per an. this present year, which is the principal motive that could induce the Colonel to come into agreeable measures.

In the handwriting of Valentine, Lord Kenmare.

8 May, 1727.

John Murphy's account.*

Includes :

1,122 ground perches of Deer Park wall at 15s. 2d. a perch, as per agreement of 7 Oct., 1722.

7,252 yards of gravel in Killarney Street at 1 $\frac{3}{4}$ d. per yard ; brick chimneys, drains, "peares" [piers], dashing, rebuilding walls, etc. Total, £1,045 15s. 7d.

21 June, 1727.

Indenture between John Asgill of the Middle Temple, London, and Valentine Brown, Viscount Kenmare, only son of Nicholas Viscount Kenmare by Helen his then wife. Recites purchase by Asgill in April, 1703, of forfeited estate for life of said Nicholas in his paternal estates in Cos. Kerry and Cork (with a reversion or remainder in fee therein after an estate in tail male before allowed thereon to the said Valentine) together with the tenancy by curtesy for life of said Nicholas in several estates of inheritance of said Lady Helen in Cos. Kerry, Cork and Limerick, subject to several claims before allowed on said paternal estate for the portions of 4 sisters of said Nicholas, and on estates of said Helen for portions of her 2 sisters, and subject to a pension of £400 a year on both the estates (to Anthony Hammond as administrator and guardian, with the arrears thereof ; in right of which purchase Asgill claims to have an account of said rents, etc., up to the death of said Nicholas, that same may be applied first to discharge the encumbrances charged on the estates precedent to Asgill's purchase and then for Asgill himself, for ascertaining which there are several accounts directed by

* With this (dated 3 May, 1737) is Morphy's (*sic*) discharge as a 'very honest, industrious man of very good performance and esteem in his county' and as having done all work specified.

Signed by Rich. Meredith, Fra. Bland, Ign. Moriarty, [Danl.] Barry, Cha. Hume.

Court of Chancery in Great Britain in the 2 causes in which Richard Hedges and Valentine Brown are plaintiffs against Asgill and others. Provides that notwithstanding, Asgill covenants with Valentine that his person (or that of his heirs, etc.) 'shall not be arrested sued or molested by any process to issue out of any court of law or equity in Great Britain or Ireland by or in the name of the said John Asgill his heirs,' etc., in relation to the said rents 'and for preventing and disabling the said John Asgill therein and indemnifying the person of the said Valentine against the same he, the said John Asgill, doth hereby release and discharge the said Valentine Brown his heirs . . . of and from all action and actions and suits at law . . . which the said John Asgill . . . may or can have against the person or persons of the said Valentine Brown,' etc., for any of the said rents, and hereby grants the said Valentine full authority in the name of said Asgill to prosecute actions at law or in equity for recovery of rents on the said estate during the life of the said Nicholas. The consideration is an annuity of £20 per annum.

Signed and sealed by John Asgill.

Witnesses: Da[vid] Duane and George Wilmot.

19 Aug., 1727.

Will of William Weldon, of Dublin. Devises £50 to Joseph Evers; £50 to John Linegar (cousin); £200 to Richard Fitzgerald, of Kingsmeadow, Co. Waterford, for the use of his natural son, Charles Weldon, settled in London, in full discharge of obligation, formerly given, to provide for him. Also £500 to Helen Weldon (daughter) as portion at marriage or 21 years, to be provided out of the debt due by Lord Kenmare, *i.e.*, from £3,000 payable by Nicholas, 2nd Viscount, or his heirs on restoration of the estates per marriage settlement of 9 Jan., 1710 (*copy attached*), which debt is now repudiated by Lord Kenmare [Valentine, 3rd Viscount]. Consent for marriage under 21 years required from her uncle, Lord Kenmare, George Aylmer, of Lyons, Co. Kildare, Richard Fitzgerald above-mentioned, and Hugh Reidy, of Ballenlough, Co. Westmeath, or any two of them. Portion to be made up to £2,000 on marriage, and his wife authorized to add a further £500 if she thinks fit. Lands, 600 acres in fee, to son Nicholas, a minor, *viz.*,

Knock, 400 acres, including Lishianstowne Lesser; Gravelmount, alias Lishianstowne and Laggagh, 200 acres. Desires his son to allow Mrs. Weldon (wife) the enjoyment for life of said 200 acres. Also desires his wife and son to let Thomas Clerke enjoy his holding in Lishianstowne at present rent till his death; and earnestly recommends his son, when the present lease of Knock to Samuel Gibbons expires, to let same to said Gibbons and his wife Mary at same rent for the longer of their two lives. The provisions made for his daughter are in no wise to affect his real estate but are all to be charged against the aforesaid debt of Lord Kenmare. Appoints his kinsman James White, of Pitchfordstown, Co. Kildare, and Henry White, his son and heir, as guardians to his son Nicholas.

Witnesses not given.

Copia vera.

25 Aug., 1729.

Acquittance, for part of the capital sum due to Mme. da Cunha out of the estate, *signed* by George Aylmer, of Lyons, Co. Kildare, *and countersigned* by Catherine D'Cunha. *Witnesses to Aylmer's signature*: Vall. Aylmer, Thomas Cormick.

1 July, 1731.

Memorial concerning the registration of an indenture (same date) whereby George Moore, of London, merchant, surrendered to Valentine Browne, Lord Kenmare, all his rights in mines * on the Kenmare estate.

Signed and sealed by George Moore.

One of the witnesses is Andrew Morrogh, 'of the Parish of St. George, Hanover Square,' [London]. †

2 June, 1736.

Deposition of Denis Sullivane of Gortroe. Relates how, in June, 1735, deponent and one Daniel Cronine were employed by Patrick Cronine, of Killarney, tanner, to go to Ross Island,

* No eighteenth-century documents relating to mines on the Kenmare estate, except the above and one summarized on pp. 402, 403, appear to have been preserved. Little success attended the periodical attempts to develop mining on the estates, though for a short time at the beginning of the nineteenth century a fairly substantial profit was derived from them, amounting to about £1,500 a year. By 1813, however, the royalties from this source had fallen to £12 10s. 0d.

† Of Dromvickbane.

to borrow of Michael Harrington of the same island a boat belonging to Lord Kenmare and deponent with Daniel Cronine and Timothy Harrington (brother of said Michael) went by Patrick Cronine's orders to Cullinagh to one Denis Murphy of that place. Murphy did not appear, but they received from Daniel Lynihy of Cullinagh about 8 cwt. of oak bark value about 20 shillings. Lynihy urged great expedition in loading the boat for fear that James Furlong one of Lord Kenmare's "woodriffes," who was then at Murphy's house, should see them. Furlong came to the shore and seized Lynihy and with deponent's help put him into the boat, which with the bark was brought to Ross. Furlong then informed deponent that the bark belonged to Lord Kenmare.

Sworn before Col. John Blennerhassett, J.P.

17 Nov., 1738.

Summary by D[aniel] C[ronin] of the assets and liabilities on the estate at the death of [Valentine] Lord Kenmare in 1736.

List of debts due to the estate, exclusive of rent roll, include :
 2½ years of his moiety of the rent allowed by the Government for Ross Castle at £47 2s. od. per an*. ; various sums owing for turf money, dairy account, etc. ; costs of ejections for several years non-payment of rent (*names given*). These items total £470 os. 5d.

Then follows a sum of £1,500 due by Capt Richard Hedges, which the late Lord Kenmare forebore to collect 'until he had known by the event of the English lawsuit twixt him and Cardonell, Lilly, etc., how much he should allow said Hedges for his expense and suffering while prisoner in London.' (This sum is not taken into account).

Follows a further sum of £1,022 13s. 8d. due from the Knight of Kerry and others which the late Lord Kenmare intended to be laid out in building charity houses in Killarney for widows etc.

Net value of arrears of rents is given as £4,000. Lady Fingall's fortune 'being part of the personal estate,' £1,300. Subject to certain queries relating to Lady Fingall, Edward Herbert and others, and excluding Hedges and the £1,022 13s. 8d. mentioned above, the total amount of the sums due to the

* Later increased, as agreed, to £94 4s. od. per an.

estate is given as £6,070 os. 5d. The annual value of the estate, subject to encumbrances, is computed at £4,836 15s. od. as at May, 1738, to which is added £637 4s. od. contingent advances that may be expected on the death of certain old lives (*specified*), leaving an estimated total value when the minor [Thomas, 4th Viscount Kenmare] comes of age of £5,473 19s. od. The charges and encumbrances are as follows:

	original incum- brance	£	s.	d.	@	per an. £	s.	d.
Damur & Lavallin :		3,000	0	0	10%	300	0	0
Col. White's children	„	2,100	0	0	„	210	0	0
Mrs. Weldon, balance of	„	1,927	10	4	7 „	134	18	6
Edw. Herbert, balance of wife's portion (£700 set off against his bond).		1,300	0	0	6 „	78	0	0
Due to Miss Nelly and Kitty Brown		5,000	0	0	6 „	300	0	0
„ Miss Mary Frances		5,000	0	0	6 „	300	0	0
„ Exors. of Jno. Brown		200	0	0	7 „	14	0	0
		<hr/>				<hr/>		
		£18,527	10	4		£1,336	18	6

Deduct yearly int. of Damur's
incumbrance, it being left unpaid
those several years past

300 0 0

£1,036 18 6

Other yearly charges :

By deed of 3rd Lord K.

Madam Da Cunha for life 430 0 0

John Asgill 20 0 0

Rev. Mr. Owen Sullivan, "now
of Macromp" 14 0 0

Hon. Mrs. Margaret Brown, by
agreement twixt "sd. Vallentine
and the Lady Knatchpole," prioress of the English
Benedictine Convent in Ghent 20 0 0

By deed of 1710:

Danl. Grady as executor to Mortough Griffin during life of Capt. Hedges	65	0	0	
Other annual allowances (<i>specified</i>)	32	0	0	
Supposed Rt. Hon. Countess of Fingall to be entitled for life to	800	0	0	
Quit-crown rents payable	123	0	0	£1,504 0 0
				<hr/>
				£2,540 18 6
Leaves nett				£2,295 16 6
or after contingent advances mentioned above				£2,933 0 6
				per an.

Another document (Decr., 1737) endorsed "Sketch of Lord Kenmare's personal estate—prescrib'd and corrected—tho' not in substance":

refers (though not always in exact agreement) to various items included in the above account, and evidently seeks to establish that the Countess of Fingall as administratrix of her late husband Lord Kenmare had still a large sum of money in her hands rightfully belonging to his heir, the 4th Viscount, as well as various articles of furniture, books, etc.

Nov., 1672, to Nov., 1740.

Morgan Ferris's discharge of McCarthy More's rent of Lahard, for 68 years, with McCarthy More's objections.

Copy in Christopher Gallwey's hand.

30 April, 1742.

Declaration of Trust by Brooks Nicholson, of Clughereen, Co. Kerry, that his Exchequer Bill recently filed against Morgan and Terence Ferris for recovery of lands of Culliny, which was grounded on the Popery Acts, was at the instance of Florence McCarthymore of Killarney, and for his benefit and at his cost. *The name Florence McCarthymore has been substituted [for Edward Herbert] except in one case where Edward Herbert remains unchanged. Signed and sealed by Brooks Nicholson. Witnesses: Joseph Carr, Cor. McGillycuddy.*

26 Nov., 1743.

Affidavit of Edward Herbert, of Kilcow, sworn at Killarney, states that he was receiver of rents for Thomas Browne, [4th Viscount] Kenmare since 1736 and that the rental of the estates in 3 counties [Kerry, Cork, Limerick] is £4,930 6s. 6½d. Interest on debts and encumbrances, quitrents, etc., is £1,993 10s. 1d., leaving a net income of £2,936 16s. 5½d.

24 May, 1745.

Deed of partnership between Dermod Leahy, of Gort-dromakiery, and Teige Ceary, his son-in-law. Period 4 years.
Both signed by mark. Witnesses : Rich. Gardner, Kean Connor.

[circ. 1745.]

A calculation by Edward Herbert concerning Lady Bellew's dower.

1736 to 1744.

A bundle of 14 documents relating to the minority of Thomas, 4th Viscount Kenmare.

Includes order by Lord Chancellor of England for appointment of the Earl of Arran (nearest Protestant relative) and Henry Arthur Herbert as guardians ; Chancery brief concerning a proposed increase in the minor's allowance ; order appointing Mr. Edward Herbert his receiver ; affidavit, recognizance, accounts, etc.

The affidavit of Redmond Purcell states that Thomas was then (July, 1736) ten years old and "bred" at Westminster School.

1748. "The originall subscription of the Linnen company."

'The gentlemen of the County of Kerry having formed themselves into a company for the encouragement of the linen manufacture, those persons whose names are subscribed do hereby declare themselves accountable to the governor of the said company for the time being for the several sums affixed to their names. These several sums subscribed payable to the Treasurer or order on or before 1st day of Decr, 1748':

Rob. Fitzgerald, Esqr., Treasurer.

Ld. Kenmare, ten guineas.
 Mau. Crosbie, five guineas.
 Jn. Blenerhasset, five guineas.
 Richd. Ponsonby, two guineas.
 Edwd. Herbert, five guineas.
 Will Crosbie, three guineas.
 [? Chr.] Blenerhasset, two guineas.
 McCarthy More, three guineas.
 Edwd. Herbert, Clk, two guineas.
 Fra. Bland, two guineas.
 Robert Fitzgerald, five guineas.
 Willm. Fra. Crosbie, two guineas.
 Tho. Springe, three guineas.
 Jas. Supple, two guineas.
 Thos. Herbert, two guineas.
 Nathl. Bland, three guineas.
 James Lawlor, one moydore [27s.].
 Artr. Crosbie, five guineas.
 Art. Herbert, two guineas.
 Richd. Chute, two guineas.
 R. Meredith, two guineas.
 Jon. Merckham, two guineas.
 T. Denny, £5 13s. 9d.
 Wm. Collis, two guineas.
 Fra. Chute, £1 2s. 9d.
 Barry Denny, £1 2s. 9d.
 R[owd.] Bateman, £2 5s. 6d.
 Mau. Crosbie, £2 5s. 6d.
 Lau. Crosbie, £2 5s. 6d.
 Coll. Thom. Crosbie, £1 2s. 9d.
 Theo. Mo[rr]in, £1 2s. 9d.
 Geo. Bateman, £1 2s. 9d.
 John Hewson, one guinea.
 Jon. [? Wren], thirty shillings.*
 John Mahony, one guinea.
 Willm. Meredith, a moydore.

All the above are original signatures including that of Lord Kenmare, who signed as indicated.

* Written in pencil.

3 Oct., 1749.

Freedom of the City of Edinburgh to Rt. Hon. Thomas, Viscount Kenmare, of the Kingdom of Ireland.

[circ. 1750.] *

Poem entitled "A Pastoral Elegy on the supposed death of Ned Hussey, who was for some time thought to have been torn to pieces by McCarthy More's hounds on one of his annual tours round the Lake of Killarney."

Hussey is described as "toastmaster general." The "tour" was given him as a penance for rape.

The poem contains references to O'Sullivan More, McCarthy More, Jack Markham, Joss [Joshua] Markham, Major Adams, Fagans, Barrys, Plunketts and Goulds and to Lord Kenmare's premiums for the encouragement of agriculture, as well as to local topography. The anonymous author's notes (made when transcribing the poem many years later) indicate, *inter alia*, that "culgee was a name given by country people to silk handkerchiefs very probably not to be met with in Johnson"; and that "to commence Wild Goose" was a cant phrase in the neighbourhood of Killarney, circ. 1750, for going to France to enlist in the Irish Brigade.

The poem begins as follows:

Far to the West, where Peace and Plenty smile,
Where Innocence and Song the hours beguile,
Where thou, Kenmare, remote from courts and strife,
Enjoy'st the calm contents of rural life,
A crystal brook in spiral folds displayed
Now leaves the plain and now the silvan shade,
Now foaming pours, now silent and serene,
Glides scarce observed and sinks into the Lane;
Dienough the swains of yore the river name,
And the rude sound dishonours still the stream.
A various forest on the bank is seen,
For ever leafy and for ever green;

* Author's prefatory note, August, 1782, states that this poem was written more than 30 years previously and mislaid among a heap of old papers as soon as finished.

Th' arbutus here her bloomy honours shews,
 And here the yew and here the holly grows;
 A fairer landscape scarce could Baia give

.....
 Beside the flow'ry margent of the brook
 Her silent course the sad Honora took

.....
Honora:

Cease, gentle Joan, nor aggravate the stroke,
 Seeming to soothe the sorrows you provoke:
 Should book-sworn Joss* his sacred vow disclaim,
 And doom me, pregnant, to eternal shame,
 Or to compleat at once the dire abuse,
 Forsake Honora to commence Wild Goose,
 My babe should soon a father's sanction gain
 And lisp J——M——§ to th' enquiring swain.
 Or should yon stately heifer round and sleek
 Fall from the snowy top of yonder Rick [Reek]
 At Mallahaff, that loss were well supplied
 For thirty shillings and the heifer's hide;
 And should full-bounds from forty fall to ten
 Returning Spring will bring it up again:
 But what I now, and you shall soon, deplore
 Nor gold can buy, nor Spring itself restore—
 Edmond, so late the joy of each fond maid,
 Repeat it, Echo! gentle Edmond's dead.

Joan:

And is our fond, our faithful shepherd gone?
 Then welcome grief to all, but most to Joan:
 At once soft Pleasure yields to black Despair
 And wasteful Negligence succeeds to Care.

Now ye neglected flocks your fences pass,
 And unmolested range the meadow grass,
 Now ramble further, now transgress your bounds
 And mourn knee-deep in all the neighb'ring pounds

.....
 No more, Honora, ere the morning's dawn

* Joss Markham.

§ Jack Markham. The author states in a footnote that he used in those days to be bantered for fathering his brother Joss's children.

With scalded pail I'll seek the dewy bawn.
 No more the quern my ready aid bestow,
 Nor with the churn's alternate labour glow

Though the poem scarcely merits transcription, the following passage may be added as a further example of its character:—

The little town where industry presides,
 Where heaving bellows never cease to go
 And mighty hammers strike the sounding blow,
 Where hoary Douse, with iron cares undone,
 Still hopes redress from planting scarce begun,
 The distant project swells his sanguine soul
 And his warm bosom glows with future coal.
 Here thirsty Edmond greets the long loved friend,
 And for a moment here his labours end,
 Nor lost be time, to whom the cordial Nantz
 At once gave will and vigour to advance.
 Behold him now on yonder rocky shore

15 July, 1753.

Articles of agreement between Lord Kenmare and Joseph Byrne, of the City of London, gardener. Byrne is to 'do and perform the art, mystery, business, trade and occupation of a gardener' for 8 years, at the remuneration of £20 per an. with meat, drink, lodging and washing. He must take apprentices appointed by Kenmare.

Copy.

25 Aug., 1753.

Agreement between (i) Lord Kenmare, (ii) Thomas Cooke, of Painstown, Co. Catherlogh, (iii) William Cooke, son and heir of the foregoing, on marriage of Kenmare with Anne, daughter of Thomas Cooke, providing for payment of 5 per cent. interest on part of the capital sum of £4,000, unpaid.

Copy.

1 July, 1758.

Order of King's Bench against Thomas Cooke, of Painstown, for £4,000 payable to Kenmare.

Copy.

1759-60.

On p. 75 of Thomas, 4th Viscount's, private book of observations * on his tenants, etc., the following notes appear. They are crossed out, as having nothing to do with rentals or tenants.

'Mend. to write fully to sister Wogan before next Christmas about annuity allowed her, interest of money, settling her fortune on my children, Oct. 21st, 1759.'

'Refused by her. Paid her off her encumbrance. March, 1760.'

1760. An account between Lord Kenmare and his sister, the Hon. Mrs. [Helen] Wogan to 1760.

1760. Two accounts, covering the years 1750-1760 between Lord Kenmare and Thomas Cooke, of Painstown, Co. Carlow.

9 July, 1760. Will of Justin McCarthy, of Cloghroe, Co. Cork.

£1,500 to Nehemiah Donellan and Sir John Freke, Bart, in trust for his daughter, Elizabeth Caple (her husband being expressly debarred from interfering) and her children; £1,000 to Daniel McCartie, of Carrignavar; £500 to Justin, son of said Daniel; residuary legatee: his cousin Charles McCarty of Pallas, commonly called McCarty-more; twenty guineas for his natural son Denis McCarty. Executors: Daniel McCarty, and Charles Galway of Cork. *Witnesses*: Edward Herbert, Jas. Maddock, Robt. Wallis.

1759 to 1765.

Encouragement of linen manufacture and lime burning. Agent's Returns.

Twelve pages, numbered 16 to 26, part of a larger document probably 48 pp. in extent (the remainder being missing†), contain the following particulars:—

* Printed in Section II, p. 179 *et seq.*

† See p. 437 for portion subsequently discovered.

The Rt. Hon. Visct. Kenmare's fourth premium for the encouragement of the manufacturing that specie[s] of linen called Bandle linen, for the year 1763 and to be determined the 1st July, 1764:

To the tenant or other person resident on his Lordship's estate who manufactures for his own use or for sale before the 1st day of July, 1764, and produces at his Lordship's house on said day the greatest number of yards of linen cloth from $\frac{3}{4}$ ths to $\frac{7}{8}$ ths of a yard wide, provided said quantity amounts to at least 800 yards, made in the bandle cloth way, £6.

To the next claimant on the above conditions provided there be 600 yards, £5.

To the next claimant on the like conditions provided there be 400 yards, £4.

Ditto, 300 yards, £3.

Ditto, 200 yards, £2.

N.B.—Martin Morphy and all weavers employed by him are excluded from these premiums. All candidates for these several premiums to give notice to Mr. Gallwey, his Lordship's agent, any time before Midsummer Day, 1764, and no claimant to be admitted after the day appointed and no other but bandle linen of the above breadth to be entitled.

Killarney, 3 July, 1763.

'I do hereby certify that I have this day examined and measured 310 yards of $\frac{3}{4}$ wide linen cloth by order and in the presence of Mrs. Ellen Gallwey, which linen Mr. Giles Cooper then proved to be his property and manufactured at his expense. 1 July, 1764 [*Signed*] Martin Morphy.

Follows. Gyles Cooper's acknowledgment of receipt of £3 from Mrs. Gallwey.

The following year the conditions were identical except that the name of Mrs. Gallwey is substituted for Mr. Gallwey.

Gyles Cooper again received a premium of £3 for 312 yards; Patrick Fagan received a premium of £4 for 400 yards.

In the year 1764 Lord Kenmare also offered premiums for linen yarn (this being the fifth occasion of his doing so).

The conditions were:

To the housekeeper or family on any part of his estate who from 1st July, 1764, to 1st March, 1765, spins or employs persons

to spin for them the most yarn of at least 18 cuts to the pound, provided the quantity comes to :

at least 1,000 hanks	..	£5	
„ 800 „	..	£4	
„ 700 „	..	£3	10s. od.
„ 600 „	..	£3	
„ 500 „	..	£2	10s. od.
„ 400 „	..	£2	

Every hank or dozen must answer in length and count, otherwise the claimant to be utterly disqualified.

No claim to be admitted until the clearest testimony proved the yarn to be the claimant's property manufactured at his expense.

Martin Morphy 'as undertaker of the factory' and his employees were not eligible to compete. Persons intending to be claimants were to give at least a fortnight's notice of their intentions 'that their competitors may enquire into the justice of their merits.'

All yarn of a higher quality to pass for 18 cuts to the pound; proper judges to be appointed by Lord Kenmare before the day of trial.

Provision was made for optional delivery at Lord Kenmare's house on 1st November.

There were only two successful claimants, viz. :

Patrick Fagan with 428 hanks; awarded £2

Gyles Cooper „ 733 „ „ £3 10s. od.

In 1765 Premiums for bundle linen and linen yarn were offered on the same terms as in 1764.

The successful claimants in respect of bundle linen were :

James Crasswell with 404 yards; awarded £4

Gyles Cooper* „ 278 „ „ £2;

and in respect of linen yarn were :

Mary Crasswell with 805 hanks; awarded £4

Mrs. James Bland

(of Dooneen) „ 500 „ „ £2 10s. od.

Gyles Cooper§

(of Reen) „ 1090 „ „ £5.

* Mark witnessed by Richard Linnegar.

§ Mark witnessed by Jno. Crowley.

A list of such of Lord Kenmare's tenants as have burnt and laid out lime and have drawn limestones to be burnt on his Lordship's Kerry estate from 1st Nov., 1762, to 1st Nov., 1763, taken by Mr. Cronin from the general account of the improvements on said estate returned into his Lordship's office by Joe Byrn in Jan., 1764.

Denominations	Tenants' Names	B[arrel]s of lime laid out	Loads of stones drawn but still unburnt	Observations
Knocknaseed	Hen. Duggan *	208	—	Laid out on boggy coarse ground never before reclaimed.
Reanasop	Do's. undertenants	—	106	Lying in different heaps at the running kilns.
Tooreencahill	do.	—	280	220 at kilns, 60 on the road.
Lisseen	Thad. Riordan's do.	—	15	drawn to kiln.
Islandearhig	Alex. Moynihan's do.	—	200	These are suspected to sell some of their stones to the County of Cork.
Lissyconnor	Mr. Cronin's do.	—	192	Drawn to the kilns with sufficient turf to burn them.
The Inn farm at Shinnagh	do.'s tenant Mr. [Thadee] Shine	25	—	A good part of this is laid out in repairing the inn.
Shinnagh	Mr. Cronin	541	—	360 Bs. laid out in manuring a wheat field now in fine grass, the rest on coarse land never before reclaimed.
Rhamore	do.	268	—	All on coarse land never before reclaimed.

* "Mr" prefixed to tenants names throughout.

Denominations	Tenants' Names	B[arrel]s of lime laid out	Loads of stones drawn but still unburnt	Observations
Shrone	Mr. Cronin for his dairyman	21	—	The lime on these several farms and 21 B's of the Rhamore lime was burnt at Moynish and drawn from Lissyviggeen quarry.
Gortnagaun	do. for his tenants	74	—	
Gortdarrig	do. do.	64	—	
Maulo[gon]	do. do.	29	—	
Gortanahaneboy	do. for his herdsmen and labourers	35	—	
Mausraur	do's. tenant, James Curtayne	60	—	
do., another part	do's. lime burners for their own use	110	—	
Gortnabrosis	do. do.	35	—	
Glaungristeen	do's. labourers	—	30	This is part of Derby Leary's Coom held under him by D[aniel] C[ronin].
Rhabeg	Thad. Moynihan	80	—	Some laid out on stubble "grown" [ground] and some on shallow mountain.
Rhaheen, part do.	Derby Moynihan	32	—	laid out on some "lay" [lea] ground and re- pairing a house.
Coom, a part	Derby Leary	—	100	lying in different heaps from the quarry to his house.
do. another part	Cors, Leary's under- tenants	—	268	These are suspec- ted of selling their stones to the County of Cork.
Ballybeg, part do.	do. do.	—	70	near the running kiln.
Knockacappull	Malaky Moynihan's tenants	—	72	part burnt, part not.

Denominations	Tenants' Names	Loads of		Observations
		B[arrel]s of lime laid out	stones drawn but still unburnt	
Ballycullane	Malaky Moynihan's tenants	—	80	lie near the kilns with sufficient turf.
Knockalisseen	do.	22	—	laid out on mountain never before reclaimed.
Gullane	do.	—	—	no lime nor stones on either of these farms but are mentioned in Mr. Byrn's return for other improvements.
Knockacarrea	Art Moynihan	—	—	
Mausraur West	[H] Duggan's tenants	—	100		Partly burnt, rest at the kiln.
Annaghbeg	James Curtayne	50	—	Partly laid out in making a new addition to his house.
Scrahanfadda	Mrs. Mahony's under-tenants	—	212	Mostly at kilns, some burnt and laid out.
Maulerkane	Myles Sweeny	—	100	some at kiln, the rest on the road.
Total on the foregoing lands		1,654	1,825	
Brought from Moynish by D[aniel] Cronin		244		
Total burnt out of Maseraur Quarry		1,410	1,825	
Moynish	[D] Cronin's tenants	350	—	laid out for themselves besides 244 sold to Mr. Cronin as mentioned on other side.
Deer Park	[D] Cronin for his dairymen	50	—	
Ballycasheen	Derby Curtayne	180	—	laid out on bog never before reclaimed.
Faghbane	do.	20	—	on coarse mossy ground.

Denominations	Tenants' Names	B[arrel]s of lime laid out	Loads of stones drawn but still unburnt	Observations
Knockaninane	Derby Curtayne	600	—	burnt before last Nov., but is still at the kiln not turned out.
Knocknahoe	do.	—	—	Mr. Byrn says he saw two large fields of shallow mountain lately reclaimed, but does not ascertain the time in which it was done nor the quantity of lime.
Teernaboule	Several Cottagers	—	—	they drew 72 loads from the quarry but sold them to Mr. Curtayne.
Dooneen	Rev. Mr. Bland	200	—	the produce (I suppose) of 41 tons burnt and laid out.
Ballycasheen	Rev. Mr. Huolahan	100	—	on bog to be reclaimed by sowing potatoes in it next spring.
do., or rather the fields of Droumhale.	Martin Morphy	100	—	do.
Lissyviggeen	Joseph Byrn	480	—	laid out last spring and this autumn on shallow mountain.
[? Acres] of Droumhale.	do.	205	—	about 130 of this is laid out on ground never before reclaimed; the rest is to be turned out on stubble ground.
Fourmore	Danl. Sweeny	—	48	part drawn home; the rest on the road.

Denominations	Tenants' Names	B[arrel]s of lime laid out	Loads of stones drawn but still unburnt	Observations
Mastergeehy	Patrick Curtayne	—	124	a great part burnt; the rest at the kiln.
Do.	Danl. Brenan	—	60	at the kiln with sufficient turf.
Rathanane	Martin Morphy's tenants	—	112	mostly not burnt but at or near the kiln.
Teernaboule	Owen Sweeny	—	16	burnt and laid out
Droum	Giles Cooper	120	—	laid out for his dairymen.
Total laid out on the foregoing farms which I suppose to have been raised at Lissy- viggeen		2,405	360	} of this lime a great deal of the stones which produced it have been drawn before last summer.
Point	James Mahony	—	480		Mr. Byrn judges the heap of stones at Mr. Mahony's kiln to be this and were raised in one of the islands on the lake.
Reen	Giles Cooper	200	—	laid out on bog already re- claimed but not sufficiently.
Total lime raised at Lissyviggeen, Reen, &c.		2,605	840	
On the Cosmainge Estate :				
Gortdromerilagh	James Mahony	440	—	mostly on coarse mountain never before reclaimed

Denominations	Tenants' Names	B[arrel]s of lime laid out	Loads of stones drawn but still unburnt	Observations
Ballyfinnane	James Mahony of Point	—	—	Mr. Byrn saw some limestones raised on this farm but does not fix the quantity; and saw some other useful improvements done on it.
Lisseenacanniny	Tim McCarthy	—	—	There are 3 different heaps of stones with some turf on this farm.
Mollahiffe	Richd. Chute	—	—	Mr. Byrn mentions some improvements done last summer but saw no preparations for it this season.
Rhabeg West	Henry Duggan	210	—	laid out on coarse ground.
Rusheen West	Danl. Cronin	240	—	laid out on coarse mountain never before re-claimed.
Total at Cossmainge that can be ascertained		890	—	
Cliddagh	Rev. Mr. Sullivan	90	—	Mr. Byrn forgot mentioning this in his return, but it appears that 140 loads of stones were burnt and laid out on this farm in spring, 1763, and 20 barrels drawn to it in summer, 1763, from Masraur and Lissyviggeen.

A similar return for 1763-1764 follows. For the most part the names of the tenants and the denominations of the lands are the same as in the return for the previous year and the observations are of a similar character. The totals are :

Maseraur Quarry	1,579	barrels laid out	2,210,	loads of stones drawn and not yet burnt.
Lissiviggeen Quarry	1,908	do.	368	do.
Cosmainge	1,290	do.	300	do.

The following persons appear in this return and not in that of 1762-3 :

Tooreencahill West—Daniel Cronin's tenant, John Kerrisk.
do. East—do. Batt. Cronin.
Meenagissah, Meentoges, etc.—Dennis Duggan's tenants.
Killquane—Michael Rahilly.
Ballybrack—[Joshua] Markham's tenants.
Killtees—Daniel Falvey.
Knocknamucklagh—Mr. Delany's tenants.
Fyrees—Michael Connor.
Gowlane—John Fitzgerald.

* * *

This return also throws some light on the extent of subletting by Daniel Cronin, Malaky Moynihan and other large middlemen. These small holders were evidently not neglected in the matter of lime. Other points which may be noted are the mention of turnip ground at Dooneen (Rev. Mr. Bland), bear barley and wheat (but no specific mention of oats), and a distinction between arch and running kilns.

I subsequently discovered a further 24 pages of this same document (4 pages blank) inserted in two parts between the leaves of old account books with which it had no connexion.

This contains :

- (a) Particulars relating to Linen Premiums for 1761-2 and 1762-3 (the second and third years of the scheme). The conditions were the same as those outlined above but they are signed by Lord Kenmare himself.

The successful applicants were Gyles Cooper, Samuel Crumpe, James Curtayne, Patrick Curtayne and Richard [? Gordon].

- (b) Further information concerning Lord Kenmare's scheme for the encouragement of the use of lime for the reclamation of land. This includes:

- (i) Conditions of first lime premium, viz., 'Whereas Mr. James Curtayne of Annagh did on the 18th day of July inst. [1761] among others enter into the following covenants with me to supply all such of my tenants as shall hereafter want to draw lime or limestone from either of the East or West Quarries of Masraur for 31 years from the 1st of May last.

'First, he is obliged to supply my said tenants or any of them with any quantity of lime at either of the said quarries at the rate of one halfpenny each horse load, which load must weigh two hundred and two quarters, provided the said tenant or tenants gives him the said Curtayne two months' previous notice of the quantity wanting and at which of the said quarries such quantity shall be raised. Said Curtayne being also obliged to keep a particular account and to grant certificates of the quantity so taken away and by whom, which account he is to return into my office under his hand on every first day of November during his time.

'Secondly, he is obliged to supply my said tenants or any of them at the said quarries with any quantity of well burned roach lime at the rate of sixpence for each Bristol barrel on any first day of August during said term, provided the tenant or tenants will give the said Curtayne notice on any 15th day of March of the quantity they or either of them may want. And on the said Curtayne, his executors, administrators or assigns at any time failing in any of the above covenants he or they are to be exchanged for any person or persons I or my heirs shall appoint in the management of the said quarries and the acres set along with them.

'Now as an encouragement to my said tenants to

improve their grounds with lime, which must be of vast advantage to them, I do hereby direct my agent Mr. Gallwey, to repay every such tenant or tenants whatever money they shall from time to time pay the said James Curtayne for the limestone so taken away at the above rate of one halfpenny per load, provided the said tenant or tenants produce as aforesaid the said James Curtayne's certificate of the quantity of limestone so taken as also the certificates of two credible tenants (one of which to be the Parish Priest) of that quantity of limestone being burned and laid out on my estate and no other. The said James Curtayne is not to suffer any part of the said lime or limestone to be carried out of my estate without an order under my hand to that purpose. Dated this 25th July, 1761 sixty-one.

[Signed] Kenmare.'

- (ii) 6 Nov., 1762. Undertaking by Richard Linnegar, of Castle Logh, concerning the quarry at Lissyviggeen.

Linnegar undertakes for a term of $24\frac{1}{2}$ years from 1 Nov., 1762, to raise and deliver to Lord Kenmare's tenants limestone and to burn and deliver roach lime at the same price and on the same conditions as are laid down in the foregoing agreement (with James Curtayne), he (Linnegar) allowing free ingress and egress through his part of the lands of Lissyviggeen, Lord Kenmare allowing him £3 per an. together with a beam, a pair of scales and a standard half hundred metal weight.

Signed and sealed by Richd. Linnegar; accepted on behalf of Lord Kenmare by Chris. Gallwey.

Witnesses: Thad. Cronin, M.D., Jno. Crowley.

A return covering the period 1 June, 1762, to 29 Sept., 1762, shows that 6,167 loads of limestone were raised at the quarry of Carrindulkine by James Curtayne's quarrymen as well as 435 barrels of lime burned.

'Humphry Reen, Cor[nelius] Cahill and partners with their assistants deposed on the Holy Evangelists

that the contents of the foregoing is true,' 30 Sept., 1762.

Also certified by James Curtayne, 1 Oct., 1762.

- (iii) Joseph Byrn's Account of the Mountain Improvements as returned 18 Oct., 1762.

This occupies 8 pages and contains information similar to that summarized by Daniel Cronin from Byrn's report of Jan., 1764, and given above on p. 431 *et seq.*

The following extracts from his report are quoted as containing information of a kind not to be derived from the summary referred to.

No. 8. East Quarry of Maseraur. James Curtayn, tenant.

I saw a full open quarry with quarrymen blasting stones, labourers tending them, and a good quantity of limestone raised in said quarry. I also saw two lime kilns near said quarry, one of which belongs to Mr. Cronin's lime burners and the other to Mr. James Curtayne, from which he had some men and horses drawing lime to Annaghbeg.

No. 10. Knocknaseed. Mr. Henry Duggan, tenant.

I have been shewn on a boggy moorish ground, well enclosed and laid out, the greatest quantity of well burned lime that I ever saw laid out on so much ground, annexed to which I have seen a fine field of wheat in grass corn, well manufactured and laid out, being boggy ground of the same nature as before mentioned. I also saw on a great part of the same farm, westward of the Turnpike Road, a piece of the like ground as before described, a great quantity of well burned lime laid out as before, well enclosed with good double ditches, and have seen the lime kiln where he has burned the 550 loads of limestone mentioned in James Curtayne's list. I was also shewn a piece of stubble ground lately reclaimed, on which has been 37 barrels of lime laid out, which he bought of Mr. James Curtayne at his kiln at Maseraur.

No. 21. Knockduragh. Mr. John Mahony, tenant.

I have seen laid out on said lands a large field of about 4 plantation acres of mountainy ground, well laid out and limed,

sowed with wheat and enclosed with good double ditches sown with furze seed, and also saw the quantity of 30 barrels of do [= good] lime laid out on lay [lea] ground, as the tenants living on said place told me. I also saw a two-arch kiln adjacent to said field

No. 24. Shannagh. Mr. Daniel Cronin, tenant.

I have been shewn by Garrett Barry, his steward, a field of about 8 acres plantation measure for the most part boggy and mountainy ground never before reclaimed: in said field is about 6 acres well laid out and manufactured very richly limed and sown with wheat which is in grass corn, and the other two acres perfect bog ploughed up and richly limed. He the said Barry shewed me also on the said lands near the factory one other large field of boggy, moorish ground, well ploughed, richly limed, and well enclosed, with the best double ditches I have seen in the whole course of my walks.

No. 25. Rhamore. Mr. Daniel Cronin, tenant.

His steward, Garrett Barry, shewed me in different fields on said lands a great quantity of lime laid out on boggy ground Annexed to the ryegrass field lies other large field of about four acres plantation measure of moorish ground, richly limed sowed with turnip seed which grew the best and largest I ever saw since I came to the Kingdom a piece of red bog has been effectually well drained. Said Barry shewed me, westward of the house of Rhamore, a good large field well limed and laid out for this season's tillage, well enclosed with good double ditches and well fenced with furze and well grown sallies

No. 26. Sronemore. Same tenant.

Daniel Connor living on said farm well enclosed with ditches made of stones.

No. 27. Gortnagawn. Same tenant.

Andrew Keily, living on said farm, shewed me on coarse stony and mountainy ground 94 barrels of roach lime said ground much more difficult to be reclaimed than any bog or mountain I hitherto saw. It's well enclosed with good double ditches sown with three rows of furze seed.

No. 28. Gortdarrig. Same tenant.

John Nagle living on said lands at the foot of the Paps they are well enclosed with good double ditches made of stones and clay.

No. 29. Maulagon. Same tenant.

Cornelius Moynihan living on said farm well enclosed with single ditches.

No. 30. Gortanahaneboy. Same tenant.

Lawrence Scannell living on said farm Cornelius Cronin living on said place [the east part of said farm]

No. 31. Mr. Dermot Curtayne: at his request I went to see some of his industry turnip field fou -arch kiln a building, lime laid out on an old turf bog, etc. [Knock-aninane & Ballycasheen].

N.B.—What I mention in favour of every tenant as touching the reclaimed ground is meant by me in this light that I think every tenant who goes to the expense of liming, etc., their lands that they will never stop till they lay it out properly for grass, which is certainly their intentions as far as I can dive into their thoughts; and as I told each tenant with whom I had any interviews, that no ground can be properly called reclaimed ground till it is laid out as before mentioned. I made no mention of any other improvements, having no charge and being too tedious to insert. The foregoing account is honest and genuine
18 Oct., 1762.

[Signed] Jos. Byrn.

n.d. [after 1762].

Opinion of Dom. Sarsfield on the legal aspect of a dispute regarding bounds between the estate of Lord Kenmare and that of the late O Sullivan More, now purchased by Thomas Herbert. The land in dispute is called Dirrynablonagy; the part of Kenmare's estate adjacent to it is Dirrycunihy and of O Sullivan's or Herbert's is Cahirnabane. States that the evidence given in the depositions of 60 or 70 witnesses in the case is so contradictory that it should be referred, not as agreed

to two barristers, but to some gentlemen of the county who know the character of the people : lawyers, as such, being no good in circumstances of the kind. Refers to cutting of woods by Samuel Dowse (for O Sullivan) and by Asgill's agents.

'The evidence of the ancient right cannot now be easily determined, unless the Down Survey or other Surveys of Record do determine it, which it is probable (in that country where great tracts of land were considered as impracticable) they do not. It is true those Surveys are not conclusive evidence against those proprietors but for want of better evidence I think they should be admitted.'

[circ. 1770.]

Receipt for a cold.

L'Oximel. Take a naggin of white vinegar, a naggin of honey, one ounce of sugar candy and half a pint of spring water : boil them together in a tin saucepan on a slow fire and then take off the scum. Take a teaspoonful every hour.

30 March, 1772.

Opinion, delivered at Paris, by J. Vulpian, avocat au Parlement, on a question relating to patronage in the diocese of Cambrai, with special reference to royal rights acquired under the Bull of Pope Benedict XIV.

6 pp. f. cap. French.

18 June, 1772.

"Advertismt.

"It was order'd by Mr. Supple, Esqre., any stranger who comes to serve his Lordship's town has got this Encouragemt their provision to be weigh'd and custom free and it is further required any such persons that comes on the weekly days are to abate or allow three pence in the weekly days for getting such Encouragement by Mr. Supple, Esqr., and at Saturday the said persons is at [liberty *erased*] their own [?] elluction] there has being very heinous complaints of Hucksters by Mr. Rown, Esqre., by sending or giving of [?] pendency] Bread to his servants at several times. We therefore desire and require that such offenders shou'd never commit the same for fear of Lawful punishment by the Mayor and his Society ; there is several of these dairies who threaten the said Mayor and his

Society with their masters that force on complaints to their said Master WE therefore signify their complaints not one farthing but will maintain our Laws to the greatest vigour ; but if there be any fault found with our Laws three of Justices of Peace shall regulate this affair and no other there Names are mention'd Mr. James Supple Esqr., Mr. Bland Esqr., and Mr. Rowan, Esqr. We therefore desires and required that any Hucksters or any of the Dwellers of the said town shou'd not buy any provisions on Saturdays meal, wheat or potatoes or any other Commodity untill twelve of the clock, if such offenders being taken what they buy shall be given to poor.

Given under my hand this 18th day of June, 1772.

a true copy. a copy. .. Sr. [? Sd.] Willm. Duckett."

James Crasswell,

John M. Egan,

Jams. Cooper.

[circ. 1772].

" Advertisement.

' Whereas proclamation has been made by the bell man at the market house of Killarney and advertisements read at the chapel cautioning people from paying any customs to Linnagar* (my tenant at a fixed rent for the said customs) except on Saturdays, under pretence that they were not justly payable on the other days of the week, this is to inform the public that I shall support the said Linnagar my tenant in the collection of the said customs, as the same have been paid time immemorial and the rates fixed at different manor courts, that he is as well entitled to the perception of these customs on the other days of the week as on Saturdays, and that I'll support this right of my patent (which I look upon to be as unquestionable as any title to my estate) by every method the law affords, and my honour and peace of this neighbourhood, which has been disturbed by riots on this subject, require from a well wisher to and encourager of the interest and prosperity of this country.

[Signed] Kenmare."

The Signature is in the hand of Thomas, 4th Viscount.

* Richard Linnagar was tenant of the Fairs and Markets of Killarney from 1762-1784. He was also in charge of the Lissiviggeen quarry during an even longer period. (*cf. Estate ledgers*).

4 Jan., 1790.

A report on the commercial and military interests of France in the East, with particular reference to Pondichery.

This manuscript is of considerable interest, but as it does not fall within the scope of this report to deal in detail with manuscripts having no relation whatever to Ireland a few lines must suffice to describe it.

The main report occupies 150 closely written pages, being dated as above; a supplement of 20 pages was added on 3 March ensuing; and an explanatory letter of 10 pages, dated 5 July, follows. The identity of neither author nor addressee is disclosed, beyond the initials D.C. by way of signature and many indications that the recipient was a French count. The manuscript, which is beautifully written in a leather-bound book (16-in. × 10-in.) is presumably a very carefully made copy, or perhaps a contemporary elaboration, of the original, containing as it does copious marginal and foot-notes all written in the same fine hand. The matter comprises a great quantity of detailed information relating to French interests in Asia together with observations thereon, suggestions regarding policy, etc.

181 pp. *French.*

[1795, Sept.*]

Sermon on Thomas, 4th Viscount Kenmare, recently deceased.

The text chosen by the preacher was Eccl. xxxvii, 29: "The wise man shall inherit honour amongst the people and his name shall live for ever."

Having devoted some pages to an explanation of what the sacred writer meant by "wisdom," and having pointed out that he might have expatiated on their nobleman's illustrious family, so long and so honourably settled in Ireland, *he proceeds*:

But such a theme of praise would be poor indeed, when we have a character to exhibit, whom personal worth surrounded with a glory far surpassing all the splendour of his ancestry. Let such descendants of the great as are destitute of virtue call in the lustre of their forefathers to illumine their own obscurity and decorate their insignificance—none but fools will admire and praise them. To be truly distinguished in life,

* Lord Kenmare died 11 Sept., 1795. See *Freeman's Journal*, 17 Sept., 1795. The sermon was presumably preached at Killarney. I have no evidence regarding the identity of the preacher.

a man must shine by his own not by a borrowed light and such is the nobleman I present to your view.

At the tender age of only ten years, he had the misfortune of losing his much respected father : if that indeed can be called a misfortune which a superintending Providence turned into an occasion of strengthening his faith, enlightening his mind and forming him to every virtue. For by this event an aunt in London, who was consort to his Excellency the Ambassador from Portugal, a lady justly renowned for every valuable accomplishment, becoming the young lord's natural guardian and having nothing more at heart than procuring a truly Christian education for her beloved ward, sent him to the English seminary at Douay, which was highly celebrated for regularity of discipline, purity of morals and proficiency in science—here did the seeds of heavenly wisdom, already sown in the mind of our young nobleman, soon begin to unfold themselves : learning and virtue which ought ever to go hand in hand he diligently applied to and his progress in both was rapid. How greatly he relished the food of the mind which was there dispensed nothing can more clearly show than his eating without murmur the unsavoury food of the body and contenting himself with the disgusting apparel and wretched accommodations which at that time the rigour of the rule made common to the nobility and clergy, who were here trained up together in the exercises of humility, mortification and self denial.

It may seem extraordinary to parents, who are frequently over anxious for the health of their children, to hear that under all he had to suffer from circumstances so seriously adverse to his delicacy of constitution, the young lord's health was not in the least impaired. Great indeed must have been the value he set on the education he here received, to make him, young as he was, and owner of a princely fortune, cheerfully undergo such hardships for its attainment, and the singular predilection he ever after entertained for that mansion of piety and learning is a proof how conscious he was of the benefit he derived from its instructions. Though the time he was permitted to spend here did not exceed the fourth year, yet it soon after appeared that within this short space he had laid the foundation of that noble superstructure of virtuous deeds which have gained him the applause of the world and the

approbation of heaven. The Lord Chancellor Jocelyn by chance finding out the place of our young nobleman's retreat, conceived it his duty (such was the persecuting spirit of the times) to issue an official order for his return to the realm and strictly enjoined his immediate forthcoming, threatening the severest penalties of the law in case of non-compliance. To screen him from this pursuit his kinsman and legal guardian, the Earl of Arran, found it advisable to bring him over to the University of Oxford, of which the Earl was Chancellor, where he placed him under the care of his Vice-Chancellor, Dr. King, the President of Mary's Hall. Here, as may be expected, his religion remained not long unassailed. Were he indeed in error, it would have been but fair to withdraw him from it by enlightening his mind, and showing him his mistake. But the clear conviction he had of the truth and sanctity of that religion which hitherto he had diligently studied and zealously practised rendered hopeless any endeavour that in the line of reasoning he could be made to alter his creed, and hence instead of arguments to convince him only motives of ambition and interest were resorted to as the most likely to make an impression on his youthful mind and seduce him into a desertion of his religious principles. It was an allurements similar to that which the tempter held out to the Saviour of mankind when he exposed to his view the grandeur and riches of the world. Similar also to the arms of defence the Saviour then used were those by which our virtuous young nobleman baffled this attempt on his religion. He remembered it was written: 'Thou shall adore the Lord thy God and him only shalt thou serve': and well he knew that forsaking what our conscience declares to be the truth is refusing to adore the God of truth and transferring the worship due to Him alone to the father of lies. His heart impressed with these true maxims of piety turned with disgust from the prospect of additional honours and riches which were to be the reward of his prevarication. Yes, my brethren, in his religion he found the gospel treasure, whose purchase to ensure he was ready to give up not only the worldly advantages he could obtain but also if necessary those that were already his. Nor was it the doctrine alone of his religion that he cherished. Its precepts were equally dear to him. The piety towards God and benevolence towards man which it inculcated were and

ever continued to be the rule of his actions. Here were the first fruits of that prior education which always appeared so precious in his eyes—and happy indeed has it been for his country that this noble principle of moral and religious rectitude lay so deep in his soul that no efforts could pluck it up. From the growth of so salutary a plant have all those beneficial fruits of his after life been produced: this was the foundation on which he reared the fair fabric of genuine honour, unshaken loyalty, unaffected patriotism, enlightened philanthropy and tender charity; which with a train of other virtues that shone through his life shall cause his memory to be for ever adored.

Think not, my brethren, that in assigning as the ground work of the good lord's virtues, his steady attachment to the Catholic faith I mean to say anything injurious to those who happen to be brought up in a different persuasion. No! I shall ever respect the man who, though of another communion, is firmly attached to what he conceives to be the truth, and though it cannot be supposed that I should approve his creed as being contrary to what I profess, yet I must applaud his sincerity. In that soil alone can virtue take root. It is only from the man who is steady in his principles and faithful to his moral duties that anything truly great or good is to be expected. Such a character wherever found cannot but be revered by those of every persuasion: it is the character I am describing.

When it was perceived at Oxford that our young lord was not to be shaken in his religious principles, Dr. King, much to his honour, only esteemed him the more and henceforward left him at full liberty to profess his faith and practise the duties it enjoined. After amply storing his mind with the sciences taught in this learned University he went to the Academy of Turin without any tutor or governor to direct him. But true wisdom had already taken him by the hand as a favourite pupil and never ceased to instruct him. His virtuous manners and amiable accomplishments soon procured him the esteem of the late King of Sardinia and the royal family; the nobility and gentry of the country all admired and caressed him. Not long after his return from thence he took an house in Wiltshire. Here the unbounded benevolence of his nature began to display itself in so striking a manner that the people, though in general prepossessed against those of his country,

held him in the highest veneration, a strong testimony of which was the unanimous resolution of the Corporation of Hindon to elect him as their representative in Parliament ; but the same virtuous attachment to religious principle which at an early period appeared so riveted in his soul did not allow him to hesitate in declining this honour as well as the flattering title of Earl, which he was then and often afterwards assured from high authority would be conferred on him if he conformed to the Established Worship.

Being now of age his attention was directed to the choice of a fit partner for life. A Roman Catholic young lady of the first connections and the most ample fortune to be found in England, adorned moreover with all the gifts of nature and education, was ready with full consent of her family to accept his proposal. Far was he from being insensible to her charms. Their affections were mutual but celestial prudence was already the mistress of his heart and yield he could not to any impressions contrary to the duties she taught him. The young lady's mother wishing to secure a marriage settlement correspondent to her own wishes for her daughter and requiring for this purpose that his Lordship should sell some of his estates in Ireland, he instantly answered that much as he admired her amiable daughter he could not offer such an injury to his tenantry to whom he meant to be a father as to leave them at the mercy of a rapacious purchaser in whose eyes (such was the known usage of the time) their prosperity would be a reason for imposing on them a rackrent and their religion a motive sooner or later for dispossessing them of their holdings and turning them on the wide world.

His Lordship left London immediately and came to Dublin, where through motives equally laudable he rejected the proposal made to him of an heiress in marriage, who was celebrated for her riches and her extraordinary beauty. Thus in every instance he shewed the sovereign control his reason and religion had over the most seducing passions of the human heart. At length he was happily united in the bonds of sacred wedlock to a lady whose disposition entirely accorded with his own. Long will the inhabitants of this town and its vicinity with grateful acknowledgement remember the many acts of humanity and tenderness for which this good lady was distinguished,

while they had the happiness of enjoying her presence among them. To sum up her praise in a word, nothing more need be said than that in every good work she concurred with her Lord.

And now it was that having in his own hands the management of his fortune and taking up his residence in his family seat of Killarney he was free to indulge the natural bent of his soul: his munificent encouragement of every branch of industry, his charities without limit, and uniform attention to every kind of distress in the country all around, during the twelve years he then spent here, would be alone sufficient to immortalize him. Already his fame began to spread throughout the three Kingdoms. Providence ordained that the continent should not remain unacquainted with so bright an example of virtue.

An indignity, which some envious characters under the sanction of the penal laws, meditated at this time against the noble lord and his family, the delicacy of his good lady's health that required change of air and proximity of physicians, and finally the necessity of providing proper education for their precious offspring, the son and daughter in whom we now delight to see their parents' virtues faithfully represented; all these reasons induced or rather forced his Lordship for a number of years to absent himself from this country which every one knows was the object of his predilection: not for its celebrated beauties which were hidden until his fostering hand brought them afterwards to view but for the unceasing opportunities afforded him of imitating his heavenly father in dispensing within his own sphere every sort of blessing: a duty this that he considered peculiarly incumbent on him towards those whom Providence had placed under the shelter of his wings at the same time that it was congenial to the propensities of his soul. But if in a foreign land the benignity of his heart had not so wide a field to range in think not, my brethren, that it could remain inactive within the scope that was allowed it.

During the years he sojourned in London and afterwards in Paris, Lille, Spa and other parts of the Continent, daily acts of unbounded charity drew on the good Lord and Lady the veneration of all ranks. No hospital or pious institution that stood in need of support but were sure to find it at their hands —no tale of private woe, sickness or distress but was heard with

generous sympathy, and the sufferers immediately relieved and comforted.

Amongst innumerable godlike actions of this sort I might select some, whereof it is hard to say whether the generosity of the donation or the nobleness of the motive should be most admired—nor are you to imagine that these were only transitory charities calculated to satisfy the cravings of the moment. No, they bore on them the stamp of our good Lord's enlightened philanthropy. They were wisely directed, carefully discriminating the objects and providing where it was necessary for future subsistence as well as for the exigency of the present want, whence so many families as well as private individuals have been indebted to his bounty for the lasting means of an honest livelihood they afterwards enjoyed.

But while he thus at a distance from his country displayed the noble virtues with which his breast was fraught never for a moment did he lose sight of that numerous tenantry at home, whose prosperity and comfort even then through the medium of a faithful agent he constantly laboured to promote. But nothing could effectually supply the want of his enlivening A general grant and afterwards a renewal of tenures, unexampled presence. At length the time was come when his amiable co-partner, whose declining health had caused him to protract the term of his absence, was taken from this world to a better, and nothing now impeding he hastened back to his beloved abode longing to pour forth that tide of beneficence hitherto unavoidably confined within bounds. Forthwith in a thousand meanderings it pervades the land and (I had almost said in a literal sense) infuses a fertility before unknown. The whole country soon begins to change its poor and neglected aspect. A general grant and afterwards a renewal of tenures, unexampled through the Kingdom for the lightness of the rent and the encouraging term for which every farm is granted, becomes the great spring of universal industry which is rendered still more active by a variety of premiums to excite emulation, by generous donations where necessary to forward improvement, by a judicious distribution of the raw materials and implements of manufacture and finally by an incitement perhaps as powerful as the rest: the smiling approbation of the revered landlord Hence the plough and the loom, those good instruments of a

country's prosperity, are everywhere set to work, and lest any hands should be idle the provident bounty of the good lord devises various modes of useful occupation for young and old, men, women and children. Even works otherwise unnecessary are set on foot to give employment to the immense crowd of poor labourers who look up to him for their daily bread, and in order to show that he will encourage none but the industrious, he disguises his charities under the veil of wages, which are given to the feeble and superannuated merely for holding some implement in their hands whilst work is going on. In this course of heaven-born benignity the noble lord pressed forward to the end of his glorious career, like the sun as it advances on the horizon dispelling the clouds that obscured the day and diffusing in his progress light, heat and comfort. Wonder not then you strangers who have seen this country some years ago to and at present a total change; a new creation.

You are sensible, my brethren, what ample subjects of the highest encomiums ought yet to be treated of in anything like an account of this great noble man's life : the immense amount of his yearly charitable pensions, the many poor schools he has established throughout his vast estate for the eradicating of ignorance, idleness and immorality, the clothing and apprenticing such crowds of poor children, his particular and parental care of widows and orphans, the abolishing at the loss of considerable income to himself those market tolls ever likely in their management to become a grievance to the people, the carrying on many public works at his own expense rather than have recourse to the usual mode of presentments lest the poor should be too much burdened. O ! where could I stop did I undertake to enumerate all his deeds of heavenly goodness. The enlarging on them could not possibly impress them more deeply on your hearts. You have seen, you have felt them with admiration and love, and were it possible that gratitude was not sufficient to keep them alive in your recollection, the continuance of them in all their vigour and in their fullest extent which you have the unspeakable comfort of now beholding will not suffer them to be ever absent from your minds. Yes, I know it is with transports of delight you daily congratulate each other on having at your head, in place of the adored benefactor you have lost, his second self possessing all the

admired elevation, generosity, tenderness and compassion of soul, or rather in a manner the very soul itself of his great and good father. Conscious as you are, my brethren, that the good lord and lady with whom Killarney was heretofore blessed are now for our happiness as it were revived in their successors, can you refrain from pouring forth your thanks to heaven and crying out with St. Paul : ' Blessed be the Father of mercies and the God of all comfort, who consoleth us in all our tribulation.'

Before I finish it may be expected I should speak of those virtues which distinguished our noble lord's public character, that I should describe his indefatigable exertions for the relief from penal restrictions of that great body of his Majesty's subjects of whom he was deservedly deemed the head, exertions which in consideration of the transcendant merits of the nobleman who made them were, as it was openly declared in Parliament itself, the chief inducement for granting three successive bills of repeal. But this topic of praise as well as his steadfast loyalty and his vigilance in maintaining the peace of the country with the thanks of Majesty and of the most respectable public bodies thereon, I shall leave to the faithful page of history to relate after the present political ferment shall have subsided and party spirit shall have seen out its day—indeed the meritorious acts of public conduct whereby our nobleman evinced his unfeigned love of his country and of his king and of the constitution would require a discourse apart to do them justice. His private life is what I have dwelt on as the subject best adapted to the purpose of general instruction.

And O ! what a sublime model is here exhibited to us of those virtues that adorn human nature. A nobleman exerting without intermission all the energies of his great soul to make his fellow creatures happy and marking every step of his progress through life by the traces of his humanity and goodness, postponing all those enjoyments which his high rank and great fortune courted him to partake of to that of seeing everyone around him thrive and prosper ; never squandering but always, according to the expression of the Psalmist, scattering and giving to the poor and therefore his righteousness endureth for ever and for ever. ' Blessed is the rich man,' says the inspired writer of the book of Ecclesiasticus, ' who went not after gold

nor placed his confidence in treasures of wealth : who is he, and we shall praise him for he has done wonders in his life.' Ah ! true indeed it is, our nobleman has done wonders in his life, for the world alas ! affords but few instances of riches employed in the way he used them. Experience shews that most commonly their accumulation, like that of dropsical humours, only increases the thirst for more and hence the oracle of eternal truth has pronounced in the gospel that it is easier for a camel to pass through the eye of a needle than for a rich man to enter the Kingdom of Heaven.

But while we admire the heroic fortitude of the man who resisted the seduction of riches and made the mammon of iniquity an instrument of godliness can we think it lawful for us to set our hearts on what we possess, to remain wrapped up in selfishness, to think only of our own families and never look to the wants of that great family of fellow Christians who surround us?. Example is ever more impressive on the mind than precept—and shall so forcible an example of generous attention to the good of all lose its influence on those who more immediately feel its beneficial effects? Shall so bright a flame continually blaze before us and we not catch a spark to enflame our hearts. No ! my brethren, I trust, as all feel cheered by the bounty, so they will feel warmed by the generosity of the general benefactor, that the noble spirit of the head will appear transfused through the members that each in his own sphere will endeavour to banish wretchedness and distress to ease the burdens and relieve the wants of those who must look up to him.

By contributing every one in proportion to his means to the stock of public prosperity you will, my brethren, shew yourselves worthy of your great patron. You will be sharers in the glory of his deeds, you will fulfil the duties of that great virtue, without which all others would avail you nothing, and to which, above all others, heaven is promised as a recompense.

SURVEYS.

Immediately after the recovery of the estates by Valentine, 3rd Viscount Kenmare, in 1720 an elaborate survey of these was undertaken on his behalf. It took five years to complete, the surveyors being William Raymond and Thomas Ledman for the Kerry Estate, and Richard Bourke for Co. Limerick. The survey for the Co. Cork (Bantry) estate, if any was made at the time, does not appear to have survived. The total acreage of the estates was in 1721 :

Co. Kerry	107,650	(statute)	
Co. Limerick	4,632		,,
Co. Cork*	24,532		,,
Total	136,814		,,

To this must be added certain portions unsurveyed or otherwise omitted.

The maps are very carefully finished with the boundaries of the various denominations shewn in five different colours. The roads then existing are clearly marked and the different qualities of the land comprised in the survey are indicated with their respective acreages, the whole being summarized as regards Co. Kerry in an "alphabetical index" at the end of the book containing the maps; the Limerick maps, however, are on loose sheets. Another interesting and valuable feature of this survey is the manner in which dwelling houses, churches and other buildings are shewn: they are depicted so as to give a rough idea of their actual appearance. In a few places names of rivers, etc., have been added in a later hand, and one or two corrections as, for example, in the shape of an island, pencilled in at a later date. The title page is very elaborate, as too are the surveyors' pages of preliminary explanation. The actual maps of the Kerry survey number 34, each covering a double page † and measuring approximately 22-in. × 17-in. The scale varies from 20 to 80 perches to an inch. It is the intention of the Irish

* According to a later survey, vide *infra* p. 457.

† Half of No. 21 is missing.

Manuscripts Commission to publish reproductions of these maps as a supplementary volume. Meanwhile, they have been photostatted at the National Library, Dublin. The details given in the index referred to above are printed in Part II of this volume. (p. 160 *et seq.*)

Other subsequent surveys of various parts of the Co. Kerry estate are embodied in the following maps:—

1743. Avenue, 88 acres. Gives occupants' names. (Scale : 20 perches* to an inch).
1755. Fields to the north of New Street, Killarney, 44 acres. Gives occupants' names. (Scale : 16 perches to an inch).
1756. Cappagh, Ballycasheen, &c., 322 acres. Gives occupants' names. (Scale : 20 perches to an inch).
1759. Knockreer, 29 acres. (Scale : 16 plantation perches to an inch).
1759. Duneen, 7 acres. (Scale : 8 plantation perches to an inch).
1763. West Demesne, 99 acres. (Scale : 16 plantation perches to an inch).
1765. Reen Bog, 12 acres. Gives names of occupants. (Scale : 8 plantation perches to an inch).
1767. Reen Turf Bog, 4 acres. (Scale : 8 perches to an inch).
1789. Thomas Galway's Demesne (near Killarney), 25 acres. (Scale : 15 plantation perches to an inch).
Harland's Nurseries (Oxfields), 15 stat. acres. (Scale : 10 plantation perches to an inch).
1794. Ballycasheen (Dr. Teahan's Part), 25 acres. Neighbours are shown. (Scale : 20 plantation perches to an inch).
1796. Lord Kenmare's kitchen garden, 3 acres. Neighbours are shown. (Scale : 15 plantation perches to an inch).
1797. Ballycasheen (a part), 35 acres. Gives occupants' names. (Scale : 16 Irish [plantation] perches to an inch). *N.B.*—
This map is a copy made in 1847.
1799. Droumhale (Penrose's part), 32 acres. Neighbours are shown. (Scale : 15 plantation perches to an inch).
- n.d. [18th Century]. Christopher Gallwey's demesne near Killarney, 32 acres. Neighbours are shown. (Scale : 10 plantation perches to an inch).

* In most cases it is not indicated whether the perch referred to is the Plantation or Statute perch : it may be assumed, however, that it is usually the former.

Contemporary with the foregoing survey of the Kerry estate are the following :—

1720. The Manor of Hospital, 2,445 acres.* (Scale : 40 perches to an inch) 4 colours.
 1720. Knockany, 270 acres.* (Scale : 20 perches to an inch). 4 colours.
 1720. Killeely, 116 acres.* (Scale : 20 perches to an inch). 3 colours.

Other subsequent surveys of various parts of the Co. Limerick estate are embodied in the following maps :—

1748. Hospital Estate, 2,930 acres; Knockany, 267 acres. (Scale : 40 perches to an inch) 3 colours; acreages of fields frequently shown.
 1752. Castle Farm, 484 acres. (Scale : 40 plantation perches to the inch) 3 colours. Gives occupants' names.
 1766. Hospital and Knockany : gives minute details re acreages. 2 colours. (Scale : 40 plantation acres to an inch).
 1780. Castle Farm and Killeely : gives much detailed information. (Scale : 20 perches to an inch).

Verso. Plan of Hospital town with occupiers of houses, footage, etc.

There is also a number of 19th century maps of various parts of the estates, which give much valuable information regarding occupying tenants, topography, etc.

No eighteenth century maps of the Co. Cork estate appear to have been preserved. There is a book of maps made in 1814 and 1815 (22 in all) very elaborately drawn in colour with much detail regarding houses, etc. (Scale : 20 perches to an inch). A summary shows the total area to have been 24,532 acres. The area of certain denominations comprised in it is given in a legal document in the Ward case. (See p. 294).

* The acreages shewn on these three maps are approximately the same as those given on p. 169, *supra*, where the error in the total is due to the omission of Oldtown (324 acres). It may be added that the lands there described as John Glisan's holding are called Gortedrehod in the 1720 Survey.

MANUSCRIPTS RELATING TO PEDIGREES, &c.

A perusal of these, in conjunction with other papers included passim in the text, will elucidate the origin, growth and consolidation of the vast Kenmare estate, as it existed from the time of James II until (with the Leinster properties subsequently acquired by marriage, etc.) the greater part of it was sold to the tenants in recent times under the Land Purchase Acts. The Kerry estate was derived from two sources: that centred around Killarney, originated in a mortgage from MacCarthy Mor * and was confirmed by Elizabethan grants and made secure by inter-marriage with the old Gaelic aristocracy; in addition a large area of lands in Co. Kerry was included in the appurtenances of the Hospital estate which, prior to the dissolution of the monasteries, had belonged to the Knights of St. John of Jerusalem. This Co. Limerick estate, with the lands belonging to it in Cos. Kerry and Cork, came into the Browne family by the marriage in 1603 of Sir Thomas Browne (4th son of the Sir Valentine Browne, who came to Ireland in 1559) and Mary Apsley. This lady, herself the granddaughter of John Browne, the "Master of Awney" and an O'Ryan, was co-heiress of the Hospital estate with her sister Joan, the wife of Richard, 1st Earl of Cork. Joan dying without surviving issue, and her niece Barbara Boyle having married Mary's son, John Browne, the whole of this estate passed finally into that branch of the Browne family. † In the two succeeding generations Browne heiresses of Hospital married Kerry cousins, and by the marriage in 1684 of Helen Browne and Nicholas, 2nd Viscount Kenmare, both branches of the Browne family were united and their estates combined. (See Pedigrees, p. 470 *et seq.*).

* Earl of Clancar[e]. This title, which was created by Elizabeth in 1565 and was renounced and became extinct in 1597, is sometimes confused with the earldom of Clancarty, conferred on another branch of the MacCarthy family by Charles II in 1658. For a version of the early contacts between the Brownes and the MacCarthys see *Life and Letters of Florence MacCarthy More* (Dublin & London, 1867).

† Vide 17th Report, Public Record Office, Ireland, p. 35; Fiant 6002, 38 Eliz.; Morrin, *Calendar of Chancery Rolls, Ireland*, Vol. II, p. 362; and *R.I.A. Proceedings*, Vol. XXVI, pt. 2, p. 185.

The most comprehensive of the manuscripts to be dealt with under this heading is a large leather-bound volume (22-in. × 17½-in.) entitled: "Memorials of the Ancient and Noble Family of Browne of Molahiff, in the Co. of Kerry, and Browne of Hospital, in the Co. of Limerick, Earls of Kenmare." Compiled by Sir Bernard Burke, C.B., LL.D., Ulster King of Arms, 1876.

This book contains 81 pages of manuscript and includes, as well as armorial bearings, quarterings, etc., and pedigrees of several branches of the family, some copies of funeral entries and abstracts from Rolls in Chancery.

The funeral entries are as follows:—

19 Feb., 1588. Sir Valentine Browne, Kt. At. St Katherine's Church, Dublin.

v. 178. Rt. Hon. Thomasin Browne, Baroness of Castleconnell, dr. of Thomas Browne, of Hospital. [n. d.].

vi. 8. Sir Valentine Browne, Bart. Died 7 Sept., 1633.

viii. 89. John Browne, of Kilcomen, Co. Kerry, 4th son of Sir Nicholas Browne, of Molahiff. Buried at St. James' Churchyard, Dublin, 21 June, 1639.

ix. 25. Sir Thomas Browne, of Hospital, entered 5 June, 1640.

ix. 35. Sir Valentine Browne, of Molahiff, Bart. Died 25 April, 1640, buried 6 July (*sic*), 1640.

xiv. 106. "Mr." Aylmer, died 16 Jan., buried 17 Jan. (*year omitted*).

The abstracts from Chancery Rolls are of little value. The summaries of Elizabethan deeds are incomplete, confused and in places inaccurate. However, those of 18 April and 28 June, 1588* which are important as representing the nucleus of the Browne estate in Co. Kerry, are given in Morrin's *Calendar of Chancery Rolls, Ireland*, Vol. III, pp. 170, 171. In the portion of the manuscript devoted to Memoirs of the Browne Family, it is stated (p. 12) that the grant made in 1588 to Sir Valentine and Nicholas Browne was invalidated by an omission in it. The Brownes were to get in fee certain lands—Coshmaigne,

*Vide p 476 infra.

"O Naughte—O Donogho," etc.—in the "counties" of Desmond, Kerry and Cork, already mortgaged to them by the Earl of Clancar, on his death without male issue, but the word "male" was omitted. This was rectified in the year 1601. Burke gives no abstract of this deed in the manuscript, but it can be found in *Morrin* (*op. cit.* pp. 617, 618).

The following abstracts given in the manuscript may also be noted:—

p. 68 of MS.

1611[2] Grant, pursuant to Privy Signet 7 March, 1611, recites that the lands in the manors of Molahiff and Rosse-Idonnogho were purchased by Sir Nicholas Browne from the Earl of Clancar, the Earl holding by Letters Patent dated 18 April and 28 June, 1588. The grant is subject to the conditions of the Plantation of Munster and is in fee farm as of the Castle or Manor of Limerick in fealty.

p. 70 of MS.

Grant (*no date given*) to Sir Valentine Browne of Molahiff, (pursuant to Privy Seal dated at Greenwich, 28 May, 1618, and upon his surrender 27 June, 1620), of all the lands granted to Sir Valentine Browne, Bart.* in the Book of King Charles I pp. 412–416 (except the late Abbey of Innisfalhen) at a rent of £53 18s. 6¾d., Irish, for ever as of the Castle of Limerick by fealty. Creates the manors of Mollaheffe, Rosse, Ballycarbry and Downemarke in Cos. Kerry and Cork. In the case of Ballycarbry in addition to the usual rights of courts leet and baron, waifs, strays, wrecks, demesnes, etc., grants right of building and keeping a tanhouse notwithstanding 11^o Eliz.

A further "abstract" follows from a grant for which no date is given, and in which a Commission is referred to without explanation. The grantee is Sir Valentine Browne, Bart., and the lands enumerated include most of the denominations which make up the Kenmare estate in Co. Kerry as they appear in the 18th century rentals.

(See Grants of 28 June, 1620 and 1637: pp. 353 and 386 *supra*.)

* Sir Valentine Browne was created a baronet 6 Feb., 162½. See Doubleday and Howard de Walden, *Complete Peerage*, Vol. VII, 1929.

[16 May, 1604].

The following abstract* relating to the Co. Limerick estate is given here as it appears at p. 67 of Sir Bernard Burke's manuscript:—

[Grant to]

Thomas
Browne,
Esq.

The entire manor, Lordship and Preceptory or Hospital of Anye, with all its appurtenances and all its castles, forts, lands and hereditaments in Anye, Ballinelough, Limerick, Kilmallocke, Adare, Crogh, Burgage, Asketton, Rathkeeyle, Ardagh, Cashell, Carrick, Ardantry als. Ratow [Rahoo], Dingle, Bullen, Carrintubber and Knockgraffan, being the temporal estate of the said hospital, the church, rectory and chapel of the said hospital with the tithes thereof and the glebes.

Demised, 23 June, 1589, to Edward, Mary and Joan, children of William Apsley, deceased, to hold from 20 Apl., 1599, for 40 years at [£]47 7s. 3 $\frac{1}{2}$ d., Irish; and also the rectories and vicarages of Rathronan, Ardfynan, Mortelstowne and the rectory of Kilmologe, with their tithes were demised 19 Jan., 1593, to Robt. Bostoke for 30 years in reversion after the former lease aforesaid at [£] 4 os. od., Irish.

[Counties]

Limerick,
Cross Tip.,
Kerry,
Desmond,
Clare.

The rectories, churches, chapels of Any Loynge als. Knocklongie, Kilfrushe, Carocorneye, Moynard, Carrifussoge, Kiltcallon, Moortone, [als. †] Ballinamona, [als. †] Ballinelogh, Owles, Bruffe, Garrus, Kane [Garruskane], [als. †] Kilwarren, Garrynowsy, Rochestowne, Ardare, Newtown-juxta-Ardare, Narlogh, Kilwille, Killeghene als. Killene [als. †] Ballynarde, Killyne, [als. †] Ballybridane, Killane, Kiltome, Rathronan, Kilbarren, Ardfenan, Mortelstowne, Kilmologe, Knockgraffan, Carrintubber, with all the tithes, great and small glebes, etc.

* Burke's abstract is evidently taken from *Cal. Pat. Rolls, Jas. I*, p. 59, with which Erck, *Ecclesiastical Register*, 1827, p. 156, substantially agrees, as does Lodge's *Abstract of Grants* (P.R.O. MS.). It would appear, however, that the word "alias" has been introduced in error in certain cases, indicated above by the sign †. This view is partially corroborated by a copy constat of this grant (Roden, Auditor General, 11 May, 1825) which is preserved among the papers in the Kenmare collection. In this the list of places specified above appears twice, the second being in respect of the advowsons thereof: the names are identical, but one list omits the aliases the accuracy of which I am questioning. Those denominations which I have been unable to identify are not mentioned in Archdall's *Monasticon Hibernicum* or by C. L. Falkiner in *The Hospital of St. John of Jerusalem*, R.I.A. Proceedings, Vol. XXVI. Where a version is given in square brackets it is that which is used in the constat referred to.

being the spiritual possessions of the said Hospital and the estate of the late Hospital of St. John's Jerusalem in Ireland; also the advowsons, donations, presentations, rights of patronage, etc., of the church of the said Preceptory and of all the vicarages and parish churches aforesaid. Total, £47 7s. 6½d. Irish, for ever to hold as of the Castle of Limerick in common soccage.

The following also relates to the Co. Limerick estate:—

24 Sept., 1608.

Licence to Sir Thomas Browne, Kt., to hold a Saturday market and a fair on the Feast of St. Peter the Apostle and the day after at the Hospital.

There are abstracts of two patents relating to quit-rents, viz.:*

21 Aug., 1670.

Capt. Thomas Browne†:

Quitrent reduced from £212 12s. od. to the ancient rent of £16 13s. 4d., on account of the barren and mountainous nature of the lands and because of the assistance he rendered to Charles II: 'he brought a troop of horse to his Majesty's service in Ireland . . . under the Duke of Ormond, followed his fortune beyond the seas and there served as a Captain in the Duke of York's regiment until the Restoration.'

21 Aug., 1670.

(Patent 16 Dec., 1670).

Sir Valentine Browne

Quitrent reduced from £781 11s. od. to the ancient rent of £60. Cites his petition in which he set forth that he had been declared innocent in the Court of Claims and restored to his

* The petitions of Sir Valentine Browne and Capt. Thomas Browne are quoted in *The McGillicuddy Papers* (London, 1867), p. 181, and are followed by the report of the Surveyor-General thereon. This shews the acreage in statute acres of the estates to have been: Kerry (VB), 83,113, (TB), 9,314; Cork (TB), 9,134 (profitable). The Hospital estate, which comprised lands in Cos. Kerry and Cork is not, of course, included in this report. Cf. C.S.P.I. 1670, pp. 198, 200, 235, 251, 343.

† Restored [as an Innocent Papist] (See C.S.P.I., 1661, p.p 189 and 241). He must not be confused with his brother-in-law, Thomas Browne of Hospital, who died before 1664, and is described in *Civil Survey, Co. Limerick*, p. 98 *et seq.* as a Protestant.

estate ; that his father died " before the late Rebellion " and he became a ward to the Duke of Ormond.

Abstracts are also given of the following settlements :—

2 Nov., 1675.

The parties are : (i) Thomas Browne, of Hospital, and Elizabeth his wife ; (ii) John Baggott, of Baggottstowne, Co. Limerick ; (iii) Pierce, Baron of Cahir. Elizabeth having secured all her inheritance * " being very considerable " on her husband and all their issue [by deed of 1664], Browne and his wife are to levy fines to Baggott and a common recovery to be suffered by Cahir. Thomas Browne to have a life interest ; remainder : Co. Cork estate to first son ; Co. Kerry estate to second son ; daughters in further remainder.

Witnesses : Jas. Hackett, John Browne, John Horgan, Richard Barry [*by mark*], John Kearney, Eliza : Caher.

16 & 17 Sept., 1680.

The parties are : (i) Sir Nicholas Plunkett, Kt., of Dublin ; (ii) Sir Valentine Browne, Bart ; Thomas Aylmer, of Lyons, Co. Kildare ; Nicholas Plunkett of Dunsoghly, Co. Dublin , Thomas Aylmer, of Doneda, Co. Kildare ; Peter Reade of Dunboyne, Co. Meath. The lands in question are : Loghen; Mooretown and other lands near Trym, Co. Meath, Kilbeggs, etc., Co. Kildare, and Lower Castleknock, Co. Dublin. Sir Nicholas Plunkett to have a life interest, remainder to his wife Dame Catherine Plunkett, alias Aylmer, for life, remainder to Lady Jane Browne, wife of Sir Valentine Browne and daughter of Sir Nicholas Plunkett and to her heirs, etc., for ever.

23 March, 1684.

Marriage settlement of Nicholas Browne, son of Sir Valentine Browne and Hellen (or Ellen) Browne, dau. of Thomas Browne of Hospital.

The parties are : (i) Sir Valentine Browne, Bart., of Dublin and Dame Jane Browne, alias Plunkett ; (ii) Murtagh Griffin and James Nagle of Dublin ; (iii) Thomas Nugent, Stephen Rice of Dublin, Nicholas Plunkett, of Dunsoghly, Co. Dublin, Peter Reade of Dunboyne, Co. Meath.

* The full text of this deed is among the legal documents preserved (see p. 288). Particulars of lands concerned are omitted here as they are enumerated on p. 392 *et seq.*

The provisions, as given in Burke's manuscript abstract, are as follows:—

Whereas Sir Valentine Browne in consideration of his own marriage with Jane, only daughter of Sir Nicholas Plunkett, Kt., deceased, with a great and considerable portion, did engage to settle a jointure of £600 per an. on her, and his estate on her own issue male, and to secure portions for daughters and younger children by her, and whereas he had agreed to levy fines and suffer recoveries, he did by this indenture covenant with said Griffin and Nagle to levy fines in Easter Term ensuing to them and their heirs of Rosse, Killarney, Molahiff and many other lands in Co. Kerry, with the new town of Bantry being built on Clashdangan, Glanareagh and Derryceallig, Co. Cork, of which the third parties were to suffer a recovery and afterwards all to stand seised of all the premises to the raising a maintenance of £300 a year for the said Nicholas and Helen; the said jointures portions, etc., and then to the use of Sir Valentine for life, remainder to said Nicholas for life, remainder to his first and every other son by said Ellin [Helen] and their heirs male respectively, remainder to heirs male of his own body, remainder to Valentine Plunkett,* alias Browne, 2nd son of the said Sir Valentine and his heirs male, remainder over to his brother, John Browne, of Ardagh, Co. Kerry, and his issue male, remainder to Thomas Browne, of Hospital, and his issue male, remainder to heirs of Sir Valentine's body, remainder to his right heirs for ever, with power for him to charge the premises with £8,000 for the portions of his four daughters, Mary, Ellis, Thomasin and Catherine.

* *Recte* Browne: son of Valentine 3rd Bart. and Jane Plunkett, v. Pedigree p. 471.

Among a quantity of old bills and other miscellaneous papers were the following notes. This document* appears to have been written about the year 1726:—

V. Browne, Ld. Visct. Kenmare.

Sir Nicholas having acquired a considerable estate in the Counties of Kerry and Cork by purchase and mortgage from Daniel MacCarthy More, then Earl of Clancarr, married Julian the daughter of O Sullivan Beer, and by her had 4 sons, Valentine, John, Nicholas and Thomas, and 4 daughters, Tomasin, Margaret, Ann and Mary.

John, the second son, was married to O Bryan Arra's daughter, but without issue, Nicholas was married to Capt. Spring's daughter and had issue only one daughter; Thomas died without issue. Thomas[in], the eldest daughter, and Margaret, the 2nd daughter, married two sons of O Sullivan More, Philip and Daniel O Sullivan, but had no issue. Ann Browne was married to Capt. Spring and had issue; Mary was married to Sir Walter Crosby and had issue Sir John Crosby, from whom is lineally descended Sir Warren Crosby, Bart.

2. Sir Valentine Browne, the eldest son of said Sir Nicholas, first married the Lady Eliz[abeth] Fitzgerald, daughter to Garret, Earl of Desmond, attainted for rebellion in the reign of Queen Elizabeth and barbarously murdered by his own foster brother one Moriarty.† By her he had issue 3 sons: Valentine, who succeeded him, James and Nicholas Browne, who both died without issue; and three daughters: Elinor, Catharin and Mary. Elinor first married Col. Oliver Stephen[son] of Cul [] the County Limerick, and by him had one daughter who [married] Capt. Richard Burk in Connaught; the said Elinor afterwards married Daniel O Sullivan More, and by him had Owen [grandfather *erased*] to the present Daniel O Sullivan

* The first paragraph, which is inaccurate and misleading, is omitted. The remainder is printed here because of the information it supplies regarding relatives of the Browne family not included in the Pedigree (pp. 470-475). The editor, though believing most of the genealogical statements made in this document to be correct, does not guarantee the accuracy of those not embodied in the Pedigree.

† *Recte* Kelly.

More. Catharin was married to Sir Turlogh McGrath, by who[m] she had issue the present Sir John McGrath. Mary was married to Capt. James Aylmer, of Crackbryn in Tumond, by who[m] she had issue the present James Aylmer of Crackbryan and Catherine Lady Plunkett.

The said Sir Valentine took to his second wife Julian McCarthy, daughter to the Lord Muskry by Margaret O Bryan, daughter to the Earl of Tumond, and had issue by her one son, Thomas, and two daughters, Margaret and Mable. The said Thomas, called Capt. Browne of Hospital, married Elizabeth, daughter and heiress of Sir John Browne, son of Sir John* Browne above mentioned of Hospital, by Barbary Boyl, daughter of the Bishop of Cork, a brother of Richard Boyl, first Earl of Cork, and by the said Elizabeth had 4 daughters: Barbara, who died unmarried, Hellen, Elizabeth, and Celina. Hellen married Nicholas, Lord Kenmare, by whom she had issue as hereafter. Elizabeth married Malchior Lavallin of Watertown in Co. Cork, Esq., by whom she has issue one son, James Lavall[in], Esq.; Celina married John White of Ragounane [], Limerick, Esq., by whom she left issue sons and daughters []. Margaret, the eldest daughter of said Sir Val[entine], married Tobie Matthews, Esq., of Thurles in [], by whom she had issue the present Major George Matthews [] and a daughter Elizabeth married to Pierce, Lord [Cahir]. Mable was married to Thomas Fitzgerald, of Ball[agh], by whom she had one daughter, Mary, married to Sir Stephen Rice, who was Chief Baron of the Exchequer in the reign of King James the Second.

3. Sir Valentine, eldest son of Sir Valentine aforementioned by his first wife the Lady Elizabeth Fitzgerald, married Mary, another daughter of the said Lord Muskery and sister to said Julian, and had issue by her 2 sons, Valentine and John, and 2 daughters, Ellis and Eleanor.

John, his second son, married Joan [Butler], daughter of the Lord Cahir, but died without issue. Ellis was married to John Tobin, Esq., of Keimshinagh in the County Tipperary, and had issue by him, James Tobin, who married Mable Butler, a daughter of Walter Butler, Esq., of Kilcash in the County Tipperary,

* *Recte* Thomas (see p. 472).

and left issue one daughter, Mary, [*added* and a daughter Catharin married to Ambrose Mandevile], Eleanor married Power of Kilmeadan in Co. Waterford, by whom she had issue two sons, John and Richard, and one daughter, Mary.

4. To him succeeded Valentine, created Lord Viscount Kenmare [by] James 2nd, who married Jane, the only daughter and heiress of Sir Nicholas Plunkett, brother to the Earl of Fingall, by whom he had issue Nicholas and Valentine who died [] and 4 daughters Mary, Ellis, Thomasin and Catharine []. Mary married George Aylmer, Esq., of Lyons [in the] County Kildare, by whom she hath issue living two [sons], Garret and Val, and a daughter, Jane, married to Peirce [Bryan], Esq., of Jenkinstown, in Co. Kilkenny.

Ellis was married to Nicholas Purcell, Esq., Baron of L[oughmore] in Co. Tipperary, and hath issue 2 daughters, Ellen mar[r]ied to Thomas Cook, Esq., of Painstown, in Co. Catherlow, and Katharine married to Daniel O Calaghan, of Montallon in Co. Clare, Esq.

Thomasin is married to Nicholas Burk, Esq., of Cahirmoyle in Co. Limerick, but hath no issue. Catherine married Don Luis D'Acunha, sometime Ambassador for the King of Portugal to the Court of Great Britain, but has no issue.

[5]. To him succeeded Nicholas, [who] married Hellen Browne, the eldest daughter and heiress of Thomas Browne and of Elizabeth Browne aforesaid, by whom he got the estate of Hospital and had issue by her 2 sons, Valentine and Thomas, who died an infant, and four daughters Jane, [Elizabeth], Margaret and Francis. [Jane] married John Asgill, Esq., but left no issue. Eliz[abeth] is married to William Weldon, Esq., of Knocks in Co. Meath, and hath issue by him one son Nicholas and one daughter, Hellen. Margaret is a Religious. Francis married Edward Herbert, Esq., of Kilcow in Co. Kerry and has issue by him a daughter.

6. Valentine, the present Lord Kenmare, is married to Honora Butler, 2nd daughter of the Hon. Thomas Butler, of Kilcash, Esq. (grandson to Richard Butler, only brother of James, the 1st Duke of Ormond), and of Margaret Vice-countess Iveagh (daughter of William Earl of Clanrickard). by whom he has one son, Valentine, and a daughter, Hellen.

Note added. (The cross referring the reader to one of the persons mentioned in the foregoing particulars was either omitted by the writer or was upon some part of the paper which has perished. It relates obviously to the first Lord Kenmare) :

Followed King Charles the 2nd in his exile, had the honour to be personally known and particularly esteemed both by King Charles and by King James the 2nd. He forfeited his paternal estate in the King's service, but was restored to it on the King's return []. He was stripped of his estate tho' a minor in '41 by the rebels, but the [Duke] of Ormond, who was his guardian, claiming for him upon the Restoration he was declared innocent and restored. In the reign of King James the 2nd he was of the Privy Council in this Kingdom and though he was then so unhappy to forfeit his estate (he and his son being both outlawed for their zeal in that unfortunate Prince's cause), yet he was so remarkable for his kindness during the war in 1688 to the English and to the Protestants of that Kingdom, that King James when he went off to France recommended to him to take care of his Protestant subjects.

Also on same sheet Copy of patent of nobility from James II creating barony of Castle Rosse and Viscounty of Kenmare.

THE BROWNE (KENMARE) PEDIGREE

16TH TO 18TH CENTURY

The pedigree which follows is set out to clarify relationships and to assist in identifying persons mentioned in the papers dealt with in this Report. The English branch of the family is, therefore, not included. It is based upon that given by Sir Bernard Burke in the MS. Family Record referred to above (p. 459). He made extensive use of Funeral Entries, Heralds' Visitations, Inquisitions Post Mortem, wills, etc., in preparing it. A few errors in it have here been corrected and some additional information incorporated in it. Deviations from and additions to Burke's MS. are noted.

* The pedigree is not followed beyond the end of the eighteenth century as this report does not deal with a period later than that. It can be found accurately traced, in recent editions of Burke or Debrett's *Peerage*.

[only son by first marriage was Sir Valentine Browne, of Crofts, whose descendants remained in England]	Sir Valentine Browne, Kt. Surveyor-General and Privy Councillor, Ireland, d. 19 Feb., 1588-9.	= (2) Thomasine Bacon, sister of Nicholas Bacon, Lord Keeper.
		<i>Continued at</i> A, p. 472.
	Sir Nicholas Browne, Kt., of Molahiff, Co. Kerry, d. 12 Dec., 1606.	= Sheely O'Sullivan, dau. of O'Sullivan Beare (living, 16 May, 1633).
		<i>Continued at B, p. 473.</i>
(1) Lady Ellis Fitzgerald, dau. of Gerald, [14th] Earl of Desmond.	= Sir Valentine Browne of Molahiff; b., 1591; cr. a baronet of Ireland, 16 Feb., 1621[2]; d. 13 Sept., 1633.	= (2) Sheely MacCarthy,* dau. of Charles, Viscount Muskerry, d. 21 Jan., 1633[4].
		<i>Contd. at D, p. 474.</i>
	Sir Valentine Browne, 2nd Bart., d. 15 Apl., 1640. §	= Mary MacCarthy, sister of Sheely MacCarthy <i>supra</i> .
		<i>Continued at E, p. 474.</i>
Sir Valentine Browne, 3rd Bart., b. 1637; † cr. Viscount Kenmare and Baron Castlerosse, 2 May, 1689; ¶ d., 1690. ‡		= Jane Plunkett || only dau. and heiress of Sir Nicholas Plunket, of Balrath, Co. Meath, Chairman of the General Assembly at Kil- kenny.
	Sir Nicholas Browne, 2nd Visct. (<i>see opp. page</i>).	

* Alias Julian. Her mother was daughter of Donogh O'Brien, 4th Earl of Thomond.

§ Buried at Killarney on 6 July following (see p. 459 *supra*).

† Burke's MS. pedigree states that he was aged 12½ years at his father's death. This is impossible. It is probably an error for 2½ years. Cf. Lodge, *Peerage of Ireland*, vii, 55, 1789 edn. The date is given as 1638 in *MacGillycuddy Papers*, p. 181. And cf. C.S.P.I. 1660, p. 473.

¶ Burke's MS. gives 20 May. The *Complete Peerage* gives 20 April, i.e., Old Style.

‡ Will, dated 7 June, 1690, was proved 22 June, 1694, and 1694 was, therefore, regarded as the date of his death, but from documents relating to the Cardonell appeal it would appear that 1690 is the correct year. An interesting extract from this will is quoted by Lodge, *op. cit.*, p. 56.

|| Niece of Lucas, 1st Earl of Fingall (Burke MS.).

Continued at F, p. 475.

<p>Sir Nicholas Browne, 4th Bart., = 2nd Viscount Kenmare, M.P. Co. Kerry, 1688 ; * High Sheriff Co. Cork, 1690 ; d. Brussels, [26] Apl., 1720.</p>	=	<p>Ellen Browne, dau. and heiress of Capt. Thomas Browne of Hospital, (v. p. 472) : marr. arts. 1684 ; d. 1700.</p>	<p><i>Other sons who d.s.p. were :</i> Ossory Browne, d. 1666. § Patrick Browne, d. 1675. § James Browne, d. 1680. § Valentine Browne, men- tioned in deed 23 March, 1684 ; (see p. 464), d. un- married.</p>
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<p>(1) Honora Butler, = dau. of Thomas Butler, of Kilcash, Co. Tipperary, and sister of John, 15th Earl of Ormond, m. Nov. 1720, d. 1730.</p>	=	<p>Sir Valentine Browne, 5th Bart., 3rd Viscount Kenmare, b. 10 March, 1694 [5] ; d. 30 June, 1736</p>	=	<p>(2) Mary, dau. of Sir Maurice Fitz- gerald, 5th Bart., of Castle Ishon, Co. Cork, widow of Justin, 5th Earl of Fingall ; ¶ m. 1735</p>	<p><i>Continued at G. p. 475.</i> Thomas Browne, d. young.</p>
<p>Mary Frances b. 1736 (posthumously).</p>				**	

<p>Valentine d. young [circ. 1728] ||</p>	<p>Sir Thomas Browne, = 6th Bart., 4th Vis- count Kenmare, b. April, || 1726 ; d. 1795. †</p>	=	<p>Anne Cooke dau. of Thomas Cooke, of Painstown, Co. Carlow, m. 1750. ‡</p>	<p>Helen Browne, b. 1721, || m. §§ John Wogan, of Rathcoffey, Co. Kildare.</p>
<p>Sir Valentine Browne, 5th Viscount, cr. 1st Earl of Kenmare, 1800, b. Jan., 1754, [m. 1777] d. 3 Oct., 1812.</p>		<p>Katherine Browne ††</p>		

* Burke's MS. gives 1668.

§ All buried in the middle aisle of St. Michan's, Dublin (Burke MS.).

|| Information obtained from Mme. da Cunha's letters.

¶ Lodge gives Oct., 1735. She married 3rdly, John Baron Bellew, as his second wife.

† The date of his death is given by Burke and usually accepted as 1790. There is little doubt, however, that 1795 is correct (Vide proceedings of the Catholic Association and records at Ulster Office).

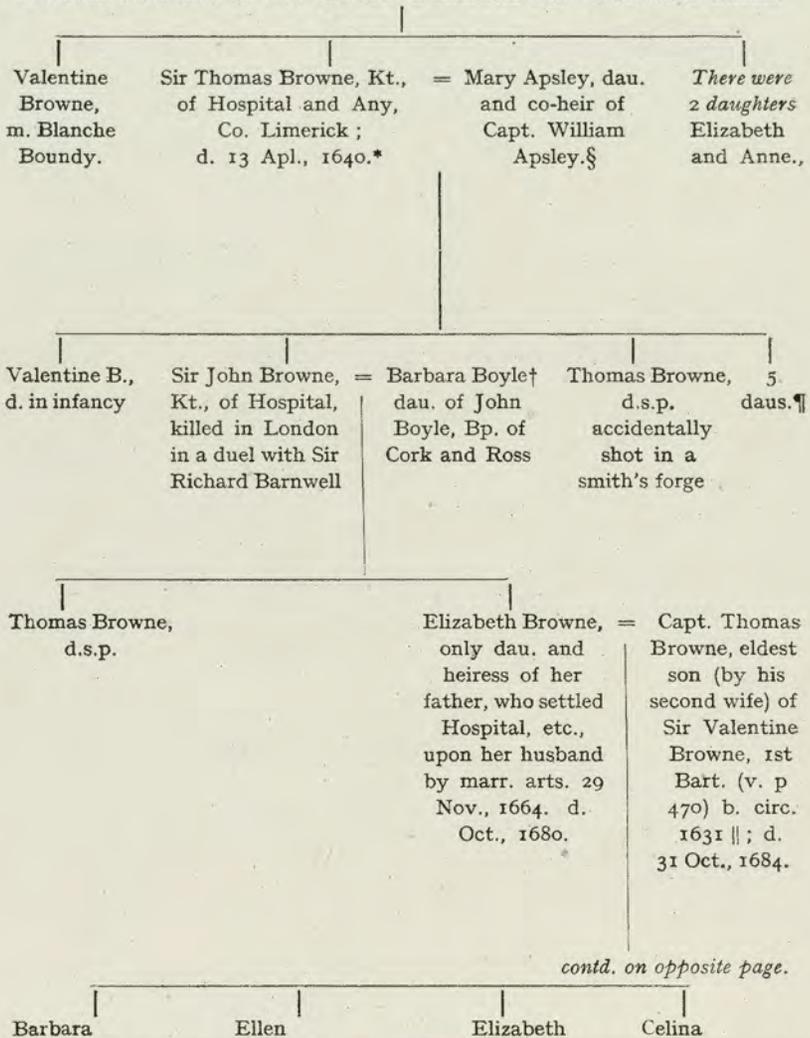
‡ M. Dec. Her mother was Helen, dau. of Nicholas Purcell (See *Complete Peerage* and p. 467 supra).

** There was another dau. Katherine, about whom no further information is at present available. (see pp. 49 and 421).

§ Married, 1738[9], Comte de Civrac, according to Lodge.

A. (continued from p. 470)

YOUNGER CHILDREN OF SIR VALENTINE BROWNE AND THOMASINE BACON.



* Buried in Parish Church, Hospital. (Burke Ms.)

§ Her mother was Annabella, dau. and co-heiress of John Browne, commonly called "Master of Awney" and Katherine his wife, who was dau. of Dermot O Ryan, of Tulloghode, Co. Tipperary.

† She married, 2ndly, Sir William King, of Kilpeacon, Co. Limerick. (Burke MS.)

¶ Viz., Thomasine (m. Edward, 5th Lord Castleconnell), d. 1630: Anne (m. Daniel O Sullivan, grandson of Owen, O'Sullivan Beare): Annabella (m., i, Alexander Fitton, of Knockany, ii, James Gould, of, Corbally, Co. Limerick): Mary (m. Marcus Magrath, of Blean, Co. Tipperary): and Alice. (Burke MS.)

|| See *MacGillycuddy Papers*, p. 181. Burke gives 1620 and C.S.P.I. (1661, p. 241) says 1632 or 1633.

Continued from opposite page

CHILDREN OF CAPT. THOMAS BROWNE AND ELIZABETH BROWNE.

Barbara, d. unmarried in her father's lifetime.	Ellen,* sole heirress to Hospital; m., her cousin, Nicholas Browne, afterwards 2nd Viscount Kenmare. (see p. 471).	Elizabeth, m. § July, 1690, † Melchior Lavallin of Waterstown, Co. Cork; d. 1724.	Celina, [b. 1676] m. 1689, [90] § Col. John White, of Rathgourane, Co. Limerick; d. Sept., 1724.
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B. (continued from p. 470.)

YOUNGER CHILDREN OF SIR NICHOLAS BROWNE AND SHEELY O SULLIVAN.

Thomas Browne, d. unmarried.	Nicholas, Browne, of Coolcleave, Co. Kerry.	= Katherine Springe, dau. of Walter Springe; she m. 2ndly. Daniel Oge MacCarthy, of Dinguile.	John † = Browne, of Kilcomen, Co. Kerry, d.s.p. 20 June, 1639.	More O'Brien, dau. of. Teige O'Brien of Co. Clare, and widow of Sir Geoffrey Galway, kt.
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James
Browne,
d. unmarried.

They had 3 children,
Nicholas, Mabel,
and Katherine,
mentioned in will
dated 2 Dec., 1639.
No further record at
present available.

* The MS. pedigree erroneously describes Ellen as eldest daughter. See pp. 290, 392.
There is also an error in the description of her husband.

§ See note on p. 474.

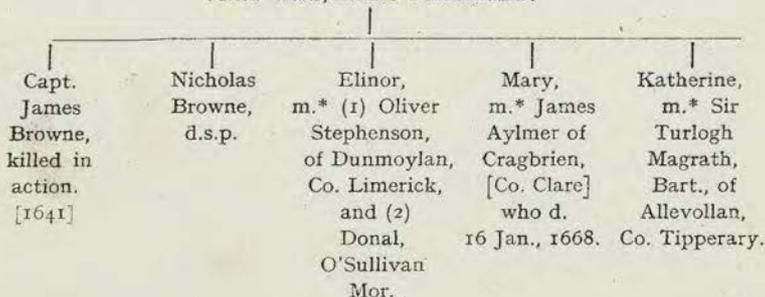
† Burke's MS. gives 1690, but see note, p. 291.

‡ According to the document quoted on p. 465 John was the second son (cf. p. 459).

¶ Also 4 daughters, viz.; 1. Mabel or Mary, m. Sir Walter Crosbie, Bart., of Maryborough, who d. 4 Aug., 1638. 2. Thomasine, m. Philip O Sullivan, son of O Sullivan Mor. 3. Anna, m. Edward Springe. 4. Margaret, m. Daniel O Sullivan, son of O Sullivan Mor.

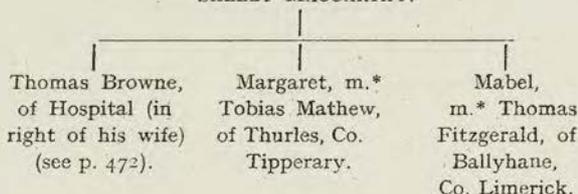
C. (continued from p. 470.)

YOUNGER CHILDREN OF SIR VALENTINE BROWNE, 1ST BART, BY HIS
FIRST WIFE, ELLIS FITZGERALD.



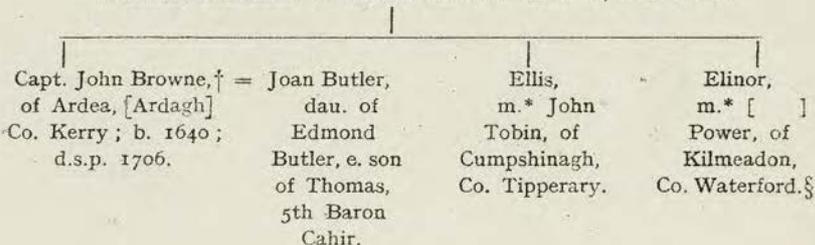
D. (continued from p. 470.)

CHILDREN OF SIR VALENTINE BROWNE, 1ST BART., BY HIS SECOND WIFE,
SHEELY MACCARTHY.



E. continued from p. 490.)

YOUNGER CHILDREN OF SIR VALENTINE BROWNE, 2ND BART.



* For further particulars concerning the issue of the marriages recorded on this page, see document printed on p. 465 *et seq.*

† Married 20 Apl. 1672 (Lodge).

‡ See Doneraile Papers: (*Analecta Hibernica XIII*).

F. (continued from p. 471.)

DAUGHTERS OF SIR VALENTINE BROWNE, 1ST VISCOUNT KENMARE, AND
JANE PLUNKETT.

Mary, m.* 1685, George Aylmer, of Lyons, Co. Kildare.	Ellis, m.* Col. Nicholas Purcell, of Loughmore, † Co. Tipperary.	Thomasine, m.* Nicholas Burke, of Cahirmoyle, Co. Limerick.	Katherine, m.* [1702] Don Louis da Cunha, Portugese Ambassador.
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G. (continued from p. 471.)

DAUGHTERS OF SIR NICHOLAS BROWNE, 2ND VISCOUNT KENMARE AND
ELLEN BROWNE.

Jane, m*. John Asgill ; d. circ. 1708. §	Elizabeth m.* William Weldon, of Knocks*or Gravelmount, Co. Meath.	Margaret, a nun at Ghent.	Frances, m.* [1723] Edward Herbert, of Kilcow, Co. Kerry.
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* See note on previous page.

† Alias Loughmoe.

§ Burke's MS. says before 1700, but legal documents preserved contradict this.

APPENDIX.

After this volume had gone to press, a tin box, which had till then escaped attention, was shown to me by Mr. W. A. Roulston, the agent of the Kenmare estate. The more important of its contents should be briefly noted, viz.:

Ten certified extracts * from Patent Rolls, Chancery, Ireland:

23 August and 4 November, 1556. Denization, Molroho o Gregghan, with addendum re Donald McCartie.

18 April and 28 June, 1588. Conveyances by Donald, Earl of Clancarre, to Sir Valentine and Nicholas Browne, with letter under royal signet, 6 July, 1587, concerning the same (*v. p. 459 supra*).

3 August, 1601. Queen's letter concerning the omission of the word "male" (*v. p. 459 supra*).

23 February, 1605[6], and 5 February, 1612[3]. Grants to Donell McCartie.

21 July, 1637. Two grants of manors of Molahiff, Cosmaigne and Downemark to Sir Valentine and Thomas Browne (*v. p. 386 supra*).

28 April, 1703. Conveyance by Forfeited Estates Trustees to John Asgill (*v. p. 394 supra*).

Certified copy † of portion of grant, 9 March, 1605[6], to John Kinge of lands in Co. Kerry, formerly belonging to Finyne McDonell, of Kilgobnet, killed 'in actual rebellion.'

Extract § from Inquisition held at Killarney, 14 April, 1619, before John Crosby, Bishop of Ardfert. Finds that Sir Nicholas Browne, Kt., late of Malahiffe, deceased, was seised in fee of lands (*specified*) in Onaght I Donoghoe except the Abbey (including precincts and garden) of Innisfallen. All islands and fisheries are included.

7. January, 1700 [1]. Decree, signed and sealed by ten of the Chichester House (Forfeited Estates) Trustees allowing the claim made on behalf of Valentine Browne (*v. p. 392 supra*).

4 March, 1705 [6]. Deed of sale by John Asgill, of Ross Castle, to Richard Hedges, of Macrump, and Mortogh Griffin, of Killarney, of timber on the estate, with *verso* Asgill's receipt for £1,500 and *attached* copy of deed of consent by Anthony Hammond and Nicholas Browne [Viscount Kenmare] for his son Valentine, to said sale for paying off arrears, dated 22 August, 1705.

16 August, 1710. Agreement between Hammond, Hedges and Griffin concerning accounts, with schedule.

8 October, 1720. Proposals for marriage settlement of Valentine, 3rd Viscount Kenmare, and Honora Butler, agreed upon between Helen, Dowager Countess of Clanrickard, Col. Thomas Butler, of Kilcash, and said Lord Kenmare. 8 clauses. In form of letter to

* Made by John Reilly [Deputy Keeper of the Rolls, 1857-1867].

† Made by Deputy-Keeper, P. R. O., 1897.

§ Made by T. McMahon, Solicitor, 123 Lower Baggot Street, Dublin [n.d.]

Edward Folie, Solicitor, Fleet Street, Dublin. *Signed by Kenmare and Butler. Also deed embodying these proposals.*

1729. Map of Deerpark, Killarney.

14 December, 1750. Marriage settlement, Thomas, 4th Viscount Kenmare, and Anne Cooke.

2 May, 1761. Chancery Decree, Browne v. Morris. (See p. 345 *supra*.)

1766. Leather bound book of maps and survey of the Hospital estate.

3 March, 1784. Administration (Prerog.) to Thomas, 4th Viscount Kenmare, for his sister Hon. Hellen Wogan, who died intestate.

10 November, 1795. Probate (Prerog.) with will of Thomas, 4th Viscount Kenmare, dated 10 March, 1778.

Other Irish wills preserved are:

1 July, 1806. Valentine, 1st Earl of Kenmare. *Copy.*

27 June, 1815. Valentine, 1st Earl of Kenmare, probate (Prerog.) to will dated 4 July, 1811.

14 December, 1823. Catherine, Countess de Civrac, administration (Prerog.) to 2nd Earl of Kenmare.

13 September, 1827. Daniel Cronin, of Park, probate (Prerog.) to will dated 13 November, 1825. *Copy.*

22 December, 1853. Valentine, 2nd Earl of Kenmare, probate (Prerog.) to will and codicil dated 15 and 17 August, 1845.

INDEX OF PLACES

The following abbreviations are used in this Index :—

- | | | | | | |
|-------|--|---|--|---|----------------------------------|
| B. | Barony of Bantry, Co. Cork. | | | | |
| C. | „ „ Corkaguiny, Co. Kerry. | | | | |
| Clan. | „ „ Clanmaurice | „ | | | |
| D. | „ „ Dunkerron | „ | | | |
| G. | „ „ Glanerought | „ | | | |
| I. | „ „ Iveragh | „ | | | |
| Ir. | „ „ Iraghticonnor | „ | | | |
| M1. | Parish of Killarney | } | Barony
of
Magunihy
Co.
Kerry | | |
| M2. | „ „ Kilcummin | | | | |
| M3. | „ „ Molahiffe | | | | |
| M4. | „ „ Aghadoe | | | | |
| M5. | „ „ Aglish | | | | |
| M6. | „ „ Killanare | | | | |
| M7. | „ „ Kilcredane | | | | |
| M8. | „ „ Kilbonane | | | | |
| M9. | „ „ Killaha | | | | |
| M10. | „ „ Nohovaldaly | | | } | Partly
in
bar.
Magunihy |
| M11. | „ „ Killeentierna | | | | |
| M12. | „ „ Currans | | | | |
| M13. | „ „ Killorglin | | | | |
| M* | Places marked thus are probably in bar. Magunihy, but their modern equivalents have not been definitely indexed. | | | | |
| S. | Barony of Small County, Co. Limerick. | | | | |
| T. | „ „ Trughnacmy, Co. Kerry. | | | | |

All variants of names will be found in their appropriate alphabetical position, with references to those under which they are indexed. They are not repeated after the key-words. (See Introduction, p. xviii.)

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§ Bk. of Survey and Dist., par. of Molahiffe, gives Ardglassy comprising Rosmore, Russeen and Gowlane.

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§ Not to be confused with Ballyvodane or Ballyvouden.

† Barlen in Down Survey Map.

‡ Fr. Reidy suggests Batterfield, near Aghadoc.

¶ See note under Cahirreghs.

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 —, letter written from: 70.
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 CASTLEFARM (S): 63, 64, 72, 168, 175, 240, 241, 244, 245, 252, 259, 296, 297, 299-301, 313, 456.
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- CHARLEVILLE (Co. Cork): 52, 254.
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 —, — written from: 87.
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 —, letter addressed to: 101.
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 CLANTURK, *prob*=Clonturk, *q.v.*
 CLAOYNBROSKE [M*]: 355.
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 CLASHDARUGANE [B]: 394, 464.
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 CLASHGANNIV, -gaunive (M1): 248, 271.
 CLASHNAGAR[R]ANE, -guitane, -girtane (M2): 161, 171, 177, 216.
 CLASSGANNYFFE: *see* Clashganniv.
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 CLOYNCURCKE [M*]: 355.
 CLUDOUGH: *prob*=Cleedagh *q.v.*
 CLUGHEREEN, Cluhreene: *see* Cloghereen.

† There is a townland of Cahirnaduv in Dunkerron Barony, but perhaps Cabirneduffe is here a corruption of Cahirmacduffe.

§ Bk. of Survey and Distribution, par. Molahiff, gives Cobaragh comprising Bealahafin, Garrenrouagh, Lissaquellig, Allabunagh, Cooledcaff (*sic*), Killeene and Farrenbegg.

- CLUNTEENS: *see* Cloonteens.
 CLUONISTY (M4): 150.
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 COLLINY [Co. Kerry]: 143, 145, 410.
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 COMIGOGENEGAPPULL: *prob.* = Comego, *q.v.*
 COMLEAGH: *see* Coomleag.
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 COOLALOUGH: *see* Coologh.
 COOLBANE (M2): *see* Coolbaun.
 — (M5): 151, 355.
 COOLBAUN, -boane, -beane, -buane, (M2): 147, 155, 159, 161, 170, 196, 204, 222, 269, 271, 355, 394.
 COOLCASLASH (M1): 210, 211.
 COOLCLIEVE, -cleave, -clive (M3): 162, 170, 321, 355, 364, 473.
 COOLCOLLIG [Co. Cork]: 343, 344.
 COOLCORCORAN, Coolcorkeran[e] (M4): 5, 47, 148, 157, 159, 161, 170, 176, 193, 199, 356, 366, 367.
 COOLE: *see* Cool.
 COOLEEN (Co. Limk.): 254.
 COOL[E]GREAN (M1): 148, 158, 162, 170, 247, 356, 366, 367, 394.
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 COOLROE (M5): 151, 386.
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 COOLSCART (S): 169, 242, 253, 302.
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 — County, estate in: *see under* Dunnomark, Bantry, etc.
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 COS[S]MAIGNE, -maing (territory, Co. Kerry): 183, 270, 272, 354, 356, 380, 435-437, 459, 476.
 COULELOGHA: *see* Coologh.
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 CRAGBRIEN, Crackbryan (Co. Clare): 466, 474.
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 CURROBALLY, -vally: *see* Corbally.
 CUSMANG: *see* Cosmaigne.

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- DEANAGH, Deenagh, River (M): 223.
 —, mills of: 177, 213, 223, 395.
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 DERREEN (M1): 163, 227, 247, 272, 356, 366, 367.
 DERREENCOLLIG, -kealig, -eelig (B): 236, 394, 464.
 DERREGOROMANE: *see* Derrygorman.
 DERRYCEALLIG: *see* Derreencollig.

§ Also appears frequently in addresses of letters directed to Killarney, etc.

- DERRYUNIHY, -chininby (M1): 162, 356, 442.
 DERRYDAFF: *see* Derryduff.
 DERRYDONNELLY, -doneely (M1): 149, 356, 366, 367.
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 DIJON (France): 351.
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 DIRRI-: *see* Derry-.
 DIRRYENCHOICKRAWIR, Dirri- [?] = Derreen, *q.v.*]: 355, 363, 364.
 DIRRYN[E]: *see* Derreen.
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 DOONLOE: *see* Dunloe.
 DOONMARKE: *see* Dunnamark.
 DOONNEEN: *see* Dooneen.
 DOONRYAN (M2): 220.
 DOONSWYNE ("prope Onaght Idonogho," M): 357.
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 DOWNAMARKE: *see* Dunnamark.
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 DRINAGH, -ogh (Co. Limk.): 246, 253.
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 DROMENDISERT: *see* Doemadesirt.
 DROMFWICHEN: *see* Dromnafinshin.
 DROMFWICHEN: *see* Dromnafinshin.
 DROMHALL[E], Dromha[ille] (M1): 148, 163, 177, 227, 246, 256, 356, 366, 367, 434, 456.
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 DROMICKBANE (M1): 44, 149, 162, 170, 209, 210, 267, 271, 272, 273, 356.
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 DROMORE (M3): 147, 155, 159, 162, 170, 176, 197, 267, 269, 271, 355, 363, 364, 394.
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 DRUMAINISHIN: *see* Dromnafinshin.
 DRUMCARR [B]: 392.
 DUBLIN CITY: 82, 102, 109, 117, 120, 121, 127, 280, 409.

§ There is a townland of Dooneen in the modern parish of Aghadoc as well as that in Kilcummin. The denomination of Dooneen (South) referred to in the text was in the parish of Killarney.

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 —, — written from : 11, 15, 17, 20, 28, 32, 33, 49-52, 56, 58, 63, 66-69, 71, 72, 77, 79, 80-83, 85, 86.
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 DUNMOON, Dunmone, Dunmore : *see* Doonmeane.
 DUNMOYLAN (Co. Limk.) : 474.
 DUNRINE : *see* Doonryan.
 DUNSOGHLY (Co. Dublin) : 463.

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 ELTON, Eltown (S) : 79, 172, 240.
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 ENNISFALLEN : *see* Innisfallen.

F.

FAGHAGH : *see* Faha.

FAGHBANE (M1) : 49, 148, 163, 209, 210, 356, 433.
 FAGHCULLIA, -kelly, -killy, -kwille (M1) : 148, 163, 209, 210, 356.
 FAHA (M8) : 144, 153.
 — (M5) :
 FARRANBEGG (M3) : 355.
 FARRANFORE, Farnfour (M3) : 184.
 FARRENCORMUCK (M4) : 150.
 FAUGH : *see* Fagh.
 FEARENCORMUCK : *see* Farren-.
 FERMOY (Co. Cork) : 256.
 FETHARD (Co. Tipp.), letter written from : 25.
 FEYRRYES : *see* Fieries.
 FIALL [M*] : 355.
 FIERIES, Fiares, Furies (M6) : 147, 156, 158, 163, 169, 182, 218, 267, 355, 363, 364, 394, 437.
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 FOGHILL : *see* Foughil.
 FOIRIE, Foirye : *see* Fieries.
 FOSSA, Fosso (M4) : 157, 163, 224, 227, 273, 275, 321, 356, 366, 367, 395.
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 GARRANEIGHTRAGH‡ : 355.
 GARRANMANAGH : 147, 155.
 GARRANOUGHTRAGH‡ : 355.
 GARRANPHEYLIME[M*] : 355.
 GARRANROWRAGH, Garrenrouragh (M3) : 164, 321, 355, 395.
 GARRNE INISHE, Garrifinishe, [*prob.* = Garinish, D.] : 356.

§ Formerly included in Maguinhny barony, though not contiguous to it. East Fractions is now part of Nohovaldaly parish in Co. Cork. West Fractions is now part of the barony of Dunkerron North.

† *See* also Paris, Cambrai, etc.

‡ Bk. of Survey and Dist., par. Kilcummin, gives Garraneotragh, agreeing with Down Survey map, index to B.S.D. gives Garrietragh and Garrietragh.

- GARRYLISHA (Co. Kilkenny) : 260.
 GARRYNOWSY [] : 461.
 GAROUSKANE [?] = Uskane Co. Tipp.] : 461.
 GAWLETOWNE = Gowltown: *see* Gotoon.
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 —, letters written from : 9, 14, 18-20.
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 GLANAWÉ : *see* Gléna.
 GLANBANNOO, Glanbannowe, -banoe (B) : 178, 238, 294, 369, 370, 395.
 GLANFLESK : *see* Glenflesk.
 GLANGRISTEEN (M2) : 432.
 GLANICREAG : *see* Glancreagh.
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 GLASHEEN : *see* Clasheen.
 GLAUNAFREAGHANE (M2) : 163.
 GLAUNCREAGH (B) : 237, 369, 394.
 GLAUNGRISTEEN : *see* Glan.
 GLAUNTANES : *see* Glantane.
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 GORTAWEER [B] : 238.
 GORTBRACK (T) : 388.
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 GORTCHANNIBEGG : *prob.* = Gortana-boneboy, *q.v.*
 GORTDERRIG, -dar[r]ick, -dairrugg, -dearge (M2) : 148, 157, 163, 207, 355, 432, 442.
 GORTDONOGHMORE (Co. Cork) : 342, 343.
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 GORTDROM[E]RILLAGH, -tullagh, -[a]rilagh (M6) : 147, 164, 170, 177, 215, 322, 355, 363, 364, 395, 399, 435.
 GORTDROMKERRY : *see* Gortdromakiery.
 GORTEDREHOD (S) : 457.
 GORTEENROE : *see* Gurteenroe.
 GORTENCOLLOPE : *see* Gortacollopa.
 GORTENHACKAGH [S] : 393.
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 GORTFAD[D]A, *syn* Longfield (M6) : 58, 147, 156, 158, 166, 169, 191, 254, 272, 275, 355, 363, 364.
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 GORTNEGEAN, -gaune : *see* Gortnagane.
 GORTNEHANE [M*] : 395.
 GORTNELELAGH [S] : 393.
 GORTNEHAVE [?] = Gortnegneeve *q.v.* : 395.
 GORTREAGH, Gortriagh (M4) : 150.
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 — (M4) : 224, 227, 356, 366, 367, 395.
 GORTROEBEG (M1) : 166.
 GORTROEMORE (M1) : 163.
 GORTROSSE [S] : 393.
 GORTSCAHA (S) : 169.
 GORTSHAN[A]VOGH, -vohy, -voa, -bohy, (M¹⁴) : 52, 147, 148, 156, 158, 163, 169, 176, 183, 184, 267, 273, 355, 363, 364.
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 GOWLANE, Goulane (M3) : 5, 147, 155, 159, 163, 170, 196, 266, 355, 394, 437.
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GULLANE, Gullaun (M2): 208, 219, 433.
 GUERRHYENLISSEN [M*]: 355.
 GURANEVOURAGH: *prob.* = Gairan-touragh, *q.v.*
 GURRANEMADAGH: *see* Garranemuddagh.
 GURRAN[E]ROURAGH, -rurragh: *see* Gairanrouragh.
 GURTEEN (B): *see* Gurteenroe.
 — (Co. Kilkenny): 261.
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 ILLANOSSERY [M*]: 354.
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 INCHECHULLAIN: *see* Inchycullane.
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 INCHICULLANE: *see* Inchycullane.
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§ Leamnaguila is now a single townland, in the parish of Kilcredane.

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† Tournanultagh in Bk. of Survey and Distribution. There is a Tournanoulagh in Killeentierna parish.

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