

Abstract of Title

Of

The Right Reverend Maxwell Homfray Maxwell-Gumbleton, DD Lord Bishop of Ballarat

To

Those parts of the lands of Glenatore¹ of Glendahur now known on the Ordnance Survey as Glenatore Upper containing 174a 1r 7p

And that other part of the lands of Glenatore now known on the Ordnance Survey as Castle View containing 183a 1r 6p all situate in the Barony of Kinatalloon and County of Cork, held with other part of said lands under lease for lives renewable for ever converted into a Fee Farm Grant by Order of the Incumbered Estates Court, Ireland, of 29th January 1857, Subject to the Fee Farm rent of £185.14.3 and [?] to indemnify all other lands charged therewith, And to the several sub-interests therein.

1767 November 1st. Not registered. Original not forthcoming. A copy obtained from the Peard Landlords solicitors.

By indenture of lease of this date and made between Richard Peard of the one part and Christopher Peard of the other part, the said Richard Peard demised unto the said Christopher Peard:

That part of the lands of Glanatore in the County of Cork then in the possession of the said Christopher Peard containing by estimation 600 acres more or less, bounded on the west with that portion of Glanatore called Carrowun Thorien the same being reserved by Richard Peard his heirs and assigns for ever and containing about 142 acres

Reserving all royalties of any kind or nature whatsoever and all mines and minerals thereon with liberty to draw and carry away same without being charged for waste or any abatement of the yearly rent.

Liberty to Lessor his executors admors and assigns and his and their servants of fishing fowling hunting and hawking on all or any part of said lands. Also reserving liberty to the heirs of John Longfield Esq deceased of digging quarrying and carrying away limestone from any part of the said lands as had been reserved by John Longfield from Richard Peard.

Covenant by Lessee to uphold make and support half the bounds between his part of the lands of Glanatore and that part called Carrowun Thorien and to grind corn and grist and his tenants on said lands at the Grist Mill of Shanakill and do suit and service at the Court of Curriglass.

To hold unto the said Christopher Peard his heirs and assigns for the lives of the three cestui que vies therein named and the lives of the survivors and survivor of them and for the lives of such person or persons and should from

¹ The document spells the name variously as Glenatore or Glanatore. I have endeavoured to follow the spelling as per the document.

time to time for ever thereafter be added to the term of said demise pursuant to the covenant for perpetual renewal therein contained.

Subject to the yearly rent of £200 late Irish currency equivalent to £184.12.4 sterling payable 25th March and 29th September as therein with one fat hog or £1.1.0 in lieu thereof on every 29th September.

Usual clauses of distress and re-entry.

Covenant by lessee to pay the reserved rent and perform the covenants in said lease mentioned.

And to uphold preserve and keep all buildings and improvements made and to be made on said demise premises.

Covenant by Lessor for renewal of lease and for title.

The part of the lease from which above abstract is taken is signed by the Lessee only being the Landlord's part.

1857 January 29th

By order of the Incumbered Estates Court Commissioners of this date made in the Matter of the estate of John Maunsell Peard, Owner, Marion Peard, Petitioner.

It was ordered that the said lease of 1st day of November 1767 be converted into a Fee Farm Grant on the following terms:- That the Fee Farm Rent in respect of the said lease should be £185.14.5 in lieu of the rent of £185.13.4 and the following conditions:-

The covenants contained in said original lease were to be deemed and taken as still subsisting between the Owner of the said lands and the owner of said rent, that is to say:-

Clause reserving to the Owner of said rent all royalties of every kind.

Clause reserving to said owner liberty of fishing fowling hunting and hawking.

Clause reserving liberty to the owner of rent of digging quarrying and carrying away limestone at all times from any part of the said lands as had been theretofore so used.

Clause of distress for nonpayment of rent within thirty one days.

Covenant by the owner of the land to hold support and make good the bounds between his part of the lands of Glanatore and that part called Carrowun Thoureen

And to grind corn at the mill and to do suit and service to the Court of Curriglass.

Covenant by the owner of the land to preserve all buildings in good repair and to pay rent.

1850 3rd June

By indenture of Settlement of this date executed on the marriage of Grace Peard and Alexander McLoughlin the sum of £2000 was put into Settlement and vested in George Henry Hoghton and Wm. Ross McLoughlin Trustees thereof upon Trusts of said Settlement.

1858 July 7th

By Indenture of this date two of the Commissioners for sale of Incumbered Estates in Ireland granted unto the said Marion Peard her heirs and assigns:

The land demised by the said lease of the 1st day of November 1767 and therein described as "That part of the Lands of Glanatore in the barony of Kinnattalloon and County of Cork containing 575 acres 3 roods and 25 perches ESM" excepting and reserving as therein.

To hold the same unto the said Marion Peard her heirs and assigns for ever.

Subject to the leases and tenancies in the Schedule thereto

And to the perpetual Fee Farm Rent of £185.14.5 therein mentioned, and otherwise subject as therein.

1861 July 22nd

By Deed of Conveyance of this date in consideration of the sum of £2194.9.6, ascertained by the Land Judges Court of this date to be due to the Trustees of the hereinbefore abstracted Settlement of the 3rd day of June 1850, on foot of the Schedule of Incumbrances affecting the Estate of Marion Peard, Owner, Ex parte, said Marion Peard Petitioner, and by the said Court with the consent of the Trustees, testified as therein, authorised to be retained by said Alexander McLoughlin in part discharge of the Purchase money of £2900 for which he had purchased the said hereditaments (being portion of the hereditaments comprised in the said lease of the 1st day of November 1767 so converted as aforesaid) And in consideration of the further sum of £705.10.6 by said Alexander McLoughlin paid out of his own proper money, William Carey Dobbs one of the Judges of the Landed Estates Court in Ireland, with the assent of the Trustees testified as therein, Granted unto the said Alexander McLoughlin:

That part of the hereditaments comprised in the said indenture of lease of the 1st day of November 1767, including amongst other hereditaments All that and those that part of the lands of Glenatore then in possession of Richard John Maxwell Gumbleton, under three several leases for lives Renewable for ever all dated 3rd day of March 1841, which said leases are hereinafter set out.

To hold unto the said Alexander McLoughlin and his heirs, To the use of the Trustees their executors admors and assigns For the term of 500 years, to secure to the trustees as such trustees as aforesaid the said sum of £2194.9.6 and interest thereon @5% as therein Upon the Trusts of said indenture of 3rd day of June 1850 hereinbefore abstracted, and in the meantime subject thereto To the use of the said Alexander McLaughlin his heirs and assigns for ever.

Subject to the leases and tenancies mentioned in the schedule thereto

And subject in the first instance to the perpetual yearly rent of £185.14.5 created by the hereinbefore abstracted order of the 29th day of January 1857.

1881 February 28th. Regd. 22nd April 1881 B.15 No.173. An engrossed copy of this deed is forthcoming but we have not yet got the original.

By indenture of this date made between George Henry Hoghton and Revd. Thomas Thompson Gray the then trustees of the hereinbefore abstracted Settlement of the 3rd day of June 1850 of the 1st part Revd. Alexander McLoughlin of the 2nd part said Alexander McLoughlin and Grace McLoughlin formerly Grace Peard his wife of the 3rd part James Stuart Des Barres of the 4th part and Richard John Maxwell Gumbleton of the 5th part

After reciting said several hereinbefore abstracted indentures of 1st day of November 1767, 3rd day of June 1850, Order of 29th day of January 1857, indenture of 7th day of July 1858, Conveyance of 22nd day of July 1861.

And reciting the death of William Ross McLoughlin one of the said trustees named in the hereinbefore abstracted Indenture of the 3rd day of June 1850 on or about the 26th day of February 1862

And that the said Marion Peard died on or about the _ day of _ 186_

And that by indenture bearing the date 26th January 1869 Thomas Thompson Gray was appointed a New Trustee of said settlement instead of the said William Ross McLoughlin then deceased, and thereupon the hereditaments comprised in said indenture of Settlement of 3rd June 1850 were vested in the said George Henry Hoghton and Thomas Thompson Gray Upon the Trusts of said Settlement and Reciting that the said Alexander McLoughlin was also seized in fee simple of the hereditaments hereinafter secondly conveyed

And that the said sum of £2194.9.6 still remained due to the Trustees of said Indenture of 3rd June 1850

And that the trustees were desirous with the consent of the said Alexander McLoughlin and Grace McLoughlin his wife to call in the sum of £1170 portion of said sum of £2194.9.6 and had agreed with the said James Stuart Des Barres for the sale to him Upon the Trusts thereafter mentioned at the price of £1170

And that the said Alexander McLoughlin had agreed with the said J S Des Barres and R J M Gumbleton for the sale to the said J S Des Barres in Trust as therein mentioned for the sum of £24.10.0 of the hereditaments thereafter secondly granted.

And reciting as therein

It is witnessed that in consideration of the sum of £1170 paid to the trustees by the said R J M Gumbleton at the request of the said Alexander McLoughlin and Grace McLoughlin (receipt acknowledged), the Trustees, at the request and by the direction and consent of the said Alexander McLoughlin and Grace McLoughlin, and in the intent that the said term of 500 years may merge in respect to the portion thereafter firstly conveyed of the hereditaments comprised in the said term of 500 years in the reversion of the same hereditaments, Thereby granted and confirmed unto the said J S Des Barres his heirs and assigns

All that and those that part of the lands of Glenatore then in the possession of the said R J M Gumbleton under three several leases for lives renewable for ever all dated 3rd March 1841, in the Schedule thereto and hereunder written more particularly described, being part

of the premises granted by said deed of Conveyance of 22nd day of July 1861

Excepting and reserving as therein

To hold the same unto the said J S Des Barres his heirs and assigns for ever

Subject to the leases and tenancies mentioned in the first schedule thereto and hereunder written

And subject in the first instance to the payment of the yearly rent of of £185.14.5 created by the hereinbefore abstracted order of the 29th January 1857

And it is by the now abstracting indenture also witnessed that in pursuance of said agreement and in consideration of the sum of £24.10.0 to the said Alexander McLoughlin paid by said R J M Gumbleton (receipt acknowledged), the said Alexander McLoughlin thereby granted unto the said J S Des Barres his heirs and assigns

All that certain other portions of the said lands of Glenatore containing 74 acres Statute Measure or thereabouts, commonly known as 74 acres of Glanatore situate in the Barony of Kinnattalloon and County of Cork

To hold unto the said J S Des Barres his heirs and assigns

To the use of he said J S Des Barres his heirs and assigns

Subject to the lease and tenancy in the second schedule thereto and hereunder written

Covenant by said Alexander McLoughlin for good title

Covenant for indemnity against the annual sum of £4.2.6 Rectorial and Vicarial Tithe rent charge payable by said Alexander McLoughlin

And for further assurance

Covenant by Mr R J M Gumbleton for payment of rent and performance and observance of covenants in said indenture of 1st Nov. 1767 contained

And it is by the now abstracting indenture declared that the said J S Des Barres his heirs and assigns should stand possessed of All and singular the premises thereinbefore expressed to be thereby granted assigned and surrendered to him respectively in trust for the said R J M Gumbleton his heirs and assigns To the intent and purpose that the said leases in the schedule thereto particularly mentioned might not merge in the inheritance of the said premises but remain subsisting leases to all intents and purposes

Executed by all parties save said J S Des Barres and attested

Denominations	Tenants names	Quantity of land statute measure (A.R.P)	Yearly rent (L.S.D)	Gale days	Tenure of land	Observations
The land of Glenatore in the Barony of Kinnataloon	Richard John Maxwell Gumbleton	116.0.0	184.12.3.5	25th Mar & 29th Sep	Lease for lives renewable for ever dated the 30th August 1791 from Richard Peard to Robert Warren Gumbleton. The last renewal is dated 3rd March 1841 from Richard Frederick Peard to Richard Gumbleton and is for lives of Henry Peard, Richard Nason, John George Nason (John Nason is dead)	This lease reserves all mines and royalties and liberty of fishing fowling hunting and hawking. The original lease is not forthcoming but the last renewal will be handed to the purchaser.
Same	Same	100.0.0	27.3.10	25th Mar & 29th Sep	Lease for lives renewable for ever dated 30th June 1795 from Richard Peard to Robert Warren Gumbleton the last renewal is dated 3rd March 1841 from Richard Frederick Peard to Richard Gumbleton and is for lives of Richard Gumbleton, Richard Nason and John George Nason. (John George Nason is the only surviving life)	This lease grants to the lessee all timber and trees and reserved all mines royalties and liberty of fishing fowling &c. The original lease is not forthcoming but the last renewal will be handed to the Purchaser.

Same	Same	6.1.27	25.9.0	25th Mar & 29th Sep	Lease for lives renewable for ever dated 25th March 1827 from Richard Fredk Peard to Richard Gumbleton. The last renewal is dated 3rd March 1841 and is for the lives of Henry Peard, Richard Nason and George Nason (Richard Nason is dead)	The original lease is not forthcoming but the last renewal will be handed to the purchaser.
Upper Glanatore	Richard John Maxwell Gumbleton under deed of Conveyance of 26th Jan 1856 from Landed Estates Court	74.0.0	1.1.0		Lease 24th Jan 1791 from Richard Peard to William Peard for three lives renewable for ever.	

The said Richard J M Gumbleton thus became entitled to the entire interest in those parts of Glanatore known as Glanatore Upper containing the the whole 174a 1r 7p according to the Ordnance Survey and Glanatore Lower now called Castleview containing 183a 1r 6p under Fee Farm Grant in lieu of lease of 1st November 1767 for lives renewable for ever Subject to the payment of the fee farm rent of £185.13.4 and bound to indemnify all other lands charged therewith, And was also entitled as hereafter shown to the tenants interest under above two leases dated 30th August 1791 and 30th June 1795 being the parts of Glanatore comprised in the Settlement executed on his marriage with Isabella Matilda Des Barres of 2nd November 1858 hereinafter abstracted.

Also the two Kilbegs under two leases if 1739. It is not necessary to go into these lands however as they have all been sold to the tenants under the Land Purchase Acts save to show title to the sum of £700.17.8 Guaranteed Land Stock and a sum of Cash standing to the credit of the estate of Edward William Gumbleton Owner Harold H Wiles Petitioner Continued in the names of William E Gumbleton and Matilda Gumbleton as Owners and further continued as therein. This we will when we go into the title to the sub interests subject to which above grant was made.

Abstract of title of The Right Reverend Maxwell Homfray Maxwell-Gumbleton, Bishop of Ballarat, to the undermentioned Sub-interests in the lands of Glanatore in the County of Cork

1791 30th August. Landed Estates Court Survey makes the acreage 175a 1r 9p Estate of I M Gumbleton, Owner. H H Wiles Petitioner. Original Lease lodged in above matter by Walter Thornhill, Solicitor, on 30th June, 1893 on behalf of Mrs I M Gumbleton.

By Indenture of lease of this date, Richard Peard demised unto Robert Warren Gumbleton

That part of the lands of Glanatore containing 166 acres, bounded on the West by the Road leading from Fermoy to Tallow, on the North by the Road from Castle Lyons to Lismore, on the East by that part of Glanatore then in possession of James Landers and on the South by the River Bride.

Reserving free liberty of hunting, and all mines, and quarries of stone.

To hold for the three lives therein named and for the lives of other such persons as should thereafter be added in pursuance of the covenant therein mentioned.

Subject to the yearly rent of £200 late currency equivalent to £184.12.4 present currency.

By an endorsement on above lease executed previously to the execution of same it was agreed that the lessee was to have all timber growing or hereafter to grow on said demised premises and that notwithstanding that liberty of all quarries was reserved to the Lessor, he was only to have liberty of limestone.

This lease was converted into a Fee Farm Grant by grant dated 26th October, 1891.

Robert W Gumbleton subsequently built a mansion house on these premises at a cost of over £7000 now known as Castleview.

1795 June 30th. This lease was also lodged in estate of Gumbleton Owner H H Wiles Petitioner by Walter Thornhill on behalf of MRS I M Gumbleton.

By Lease of this date Richard Peard demised unto said Robert Warren Gumbleton his heirs and assigns

All that and those that part of the Hill lands of Glanatore bounded on the North by the lands known as Shean on the South by the High Road leading to Tallow Bridge situate in the parish of Knockmourne and County of Cork, And all timber, and timber trees, wood and underwood then growing and standing or being on said lands.

Reserving to the Lessor his heirs and assigns all royalties mines minerals etc, and liberty of hunting hawking etc.

To hold unto the lessee his heirs and assigns for the lives therein named and for the lives of every other person as should be added thereto in pursuance of the covenant therein contained.

Subject to the yearly rent of £30 of the then currency equivalent to £27.13.10 of the present currency.

This lease was also converted into a fee farm grant by deed dated 26th October 1891.

1791 January 24th. Original or any copy of this lease not forthcoming. Abstract taken from I E Court Conveyance dated 30th January 1856.

By Articles of Agreement of Demise of this date, made between Richard Peard therein described as of Glanatore in the County of Cork Esquire of the one part, and William Peard of Peardmount in the County of Cork Gentleman of the other part, the said Richard Peard did demise unto the said William Peard his heirs and assigns.

All that and those that part of the lands of Glanatore then in the possession of the said William Peard, bounded as therein mentioned, situate in the Barony of Kinnattalloon and County of Cork.

To hold the same to the said William Peard his heirs and assigns during the lives and life of the three persons therein named, and the survivors and survivor of them, and for the lives of such person as should thereafter from time to time be added pursuant to the covenant for Perpetual Renewal therein contained.

Subject to the Yearly rent of £1.2.9 Late currency of Ireland equivalent to £1.1.0 sterling.

1800 March 25th Original lease or any copy not forthcoming. Abstract taken from I E Court Conveyance dated 30th January 1856.

By indenture of lease of this date, made between Robert Warren Gumbleton therein described of the one part and Richard Edward Gumbleton therein described of the other part the said Robert Warren Gumbleton demised unto the said Richard Edward Gumbleton

All that and those that part of the lands of Glanatore commonly called the Hill lands of Glanatore containing 100 acres or thereabouts as therein described situate in the Barony of Kinnattalloon and County of Cork

To hold the same unto the said Richard Edward Gumbleton his heirs and assigns during the lives of the three persons named and the survivors and survivor of them, and for the lives of such persons as should from time to time for ever thereafter be added pursuant to the covenant for perpetual renewal therein contained

Subject to the yearly rent of £45.10.0 of the then currency of Ireland equivalent to the sum of £42 of the present currency, payable half yearly as therein mentioned.

1845 March 13th

The last renewal of the said last mentioned lease was made by an indenture of this date made between Richard John Maxwell Gumbleton of the one part and Marion Peard of the other part.

1856, January 30th

By deed poll of this date two of the Commissioners for sale of Incumbered Estates in Ireland under the authority of the Act of Parliament passed in the thirteenth year of the reign of Queen Victoria, entitled 'An Act further to facilitate the sale and transfer of Incumbered Estates in Ireland, and of the Acts for continuing, extending and amending the same', in consideration of the sum of seven hundred and ten pounds by Richard John Maxwell Gumbleton therein described as of Castleview in the County of Cork Esquire, paid into the Bank of Ireland to the credit of the estate of Marion Peard Owner and Petitioner,

Granted unto the said Richard John Maxwell Gumbleton.

The said two denominations of said lands of Glanatore in the Barony of Kinnattalloon and County of Cork expressed to be demised by the said hereinbefore abstracted Indentures of 25th January 1791 and 25 March 1800 with the appurtenances.

To hold the same unto the said Richard John Maxwell Gumbleton his heirs and assigns As to the said seventy four acres for and during all the Estate and interest now subsisting therein, under and by virtue of the aforesaid indenture of lease of the 24th January 1791

And as to the said one hundred acres for the lives therein mentioned And as to all the premises thereinbefore granted for the lives of all such other persons as should ever thereafter be added respectively pursuant to the covenant for perpetual renewal

Subject to the payment of the rents respectively reserved by the said leases and to the performance of the covenants and agreements on the lessees part therein contained

And subject also to the several under leases and tenancies referred to in the schedule herein under written.

Executed by the Commissioners under their common seal and attested.

Schedule referred to in foregoing indenture.

Townland or denomination	Tenants names	Head rent L.S.D.	Gale days	Yearly rent L.S.D	Quantity of land English Statue Measure (A.R.P)	Date and description of instrument under which tenant holds and tenure of each tenant
Glanatore in the Barony of Kinnahalloon and County of Cork	Maurice Dawley		1st May & 1st Nov	6.10.0	7.2.0	Tenant from year to year commencing 1st May
Ditto	Ditto		25th Mar 29th Sep	3.0.0	6.0.0	Accepted proposal from Maurice Dawley to the Owner dated 8th March 1850 at the rent of 10/- per acre for the term of 21 years from 25th Mar 1850

Ditto	Daniel Dawley		25th Mar 29th Sep	13.0.0	11.0.0	Lease dated 21st Aug 1839 made between Charles Mainsell Esq of the one part and Daniel Dawley of the other part for the life of Mary Dawley now aged about 20 years or 31 years from the date of the lease whichever shall longest last at the rent of £13 per annum
Ditto	James Derham		25th Mar 29th Sep	0.2.20	2.5.6	Lease date 22 August 1839 for the term of 40 years from the 25th March 1839 The rent reserved is an acreable one of £3 per acre
	Richard Derham		25th Mar 29th Sep	1.17.0	4.1.13	Accepted proposal from Richard Derham to the Owner dated 1st May 1854 for a term of 21 years from 25th March 1854 at the rent of eight shillings and six pence per Statute Acre.

These leases have now all become merged or extinguished

At or previous to the year 1858 the said R J M Gumbleton became entitled as tenant in quasi tail to the premises comprised in the said leases of the 30th August 1791 30th June 1795 of part of the lands of Glanatore demised thereby.

1858 November 2nd. Abstract taken from copy of the Settlement in possession of Major John Bagwell

By Indenture of Settlement of this date made between the said Charles Croker and William George Maxwell of the 1st part, the said Richard John Maxwell Gumbleton of the 2nd part Isabella Matilda des Barres therein described as of Percy Lodge, Campden Hill Kensington in England spinster of the 3rd part and Walter Broad Stocker and Henry Dobben Windham Leopold Orlando Des Barres thereafter referred to as the trustees, of the 4th part

After reciting said hereinbefore abstracted Indenture of lease of the 30th day of August 1791

And the hereinbefore abstracted lease of the 30th June 1795

And reciting the two before abstracted leases for lives of the 9th June 1739

And that the said Richard Gumbleton the lessee in the said lease of Kilbeg of 9th June 1739 by his last will and testament devised unto the said Robert Warren Gumbleton and his heirs the several premises so demised by the said indenture of the 9th day of June 1739 respectively and all his estate and interests therein, and afterwards died leaving the said Robert Warren Gumbleton him surviving

And reciting said before abstracted indenture of settlement of the 25th day of July 1823

And that the said Richard Gumbleton had issue two sons the elder of whom died unmarried and without issue and without having aliened or affected the said premises

And that the said Richard Gumbleton afterwards died leaving the said Richard John Maxwell Gumbleton his only son then surviving

And that said Richard J M Gumbleton was then seized of and entitled to the several heredit and premises thereafter mentioned and intended to be thereby granted for an estate quasi in tail in possession

And that a marriage had been agreed upon between the said R J M Gumbleton and the said Isabella Matilda Des Barres

And that upon the treaty for the said intended marriage and in consideration thereof

It was agreed that in order to make provision for the said Isabella Matilda Des Barres by way of a jointure the said Richard John Maxwell Gumbleton should grant a Rent Charge of £300 per annum to be charged upon the said several premises and payable to the said Isabella Matilda Des Barres during her natural life in the event of her surviving the said Richard J M Gumbleton

It is by the now abstracting indenture witnessed that in pursuance of the said agreement and in consideration of the said intended marriage, they the said Charles Croker and William George Maxwell (with the consent of the said R J M Gumbleton) and the said Richard J M Gumbleton according to their respective estates and interests granted unto the trustees

All and singular the premises demised by the said several Indentures of Lease, that is to say

All that and those the Lands of Glanatore bounded on the West by the road leading from Fermoy to Tallow on the North by the road leading from Castlelyons to Lismore, on the East by that part of the lands of Glanatore formerly in possession of James Landers and on the South by the River Bride situate in the County of Cork.

And also that part of the Hill lands of Glanatore situate in the said County of Cork, bounded as in said Indenture of 25th July 1823 particularly set forth

Also the lands of Kilbeg East and west pasture and common Mountain situate in the Parish of Tallow and County of Waterford as in the said last mentioned Indenture particularly described

And also the Half plowland of Kilbeg Lower situate in the Barony of Coshmore and Coshbride in the County of Waterford and in said last mentioned indenture also particularly described. And all the estate and interest of the said Charles Croker and William George Maxwell and of the said Richard John M Gumbleton therein or in any part thereof under and by virtue of the said several hereinbefore recited indentures or otherwise.

To hold the said heredit and premises with their appurtenances unto the Trustees and their heirs To the use and intent that if the said Isabella Matilda Des Barres should survive the said R J M Gumbleton she and her assigns

might thenceforth receive during her life the yearly rent charge of £300 to be in full for her jointure and in bar of all dower and Free Bench whatever and to be charged upon and payable out of the said premises thereinbefore expressed to be thereby granted as therein.

And subject and charged as thereinbefore is mentioned

To the use of the trustees their executors administrators and assigns for the term of 99 years to commence from the decease of the said R J M Gumbleton without impeachment of waste Subject to the directions and upon the trusts thereafter declared concerning the same. And from and after the expiration or determination of the said term and in the meantime subject thereto and to the trust thereof

To the use of the said R J M Gumbleton and his heirs and assigns.

Powers of distress and entry for recovery of said Jointure.

And it is by the now abstracting indenture declared that the said premises were thereby limited to the trustees for the said term of 99 years upon trust that the said trustees and the survivor of them and the exors and admors of such survivor should permit the person for the time being entitled to reversion immediately expectant on said term to receive the rents and profits of the said premises until default should be made in the payment of the said Rent Charge of £300 or any part thereof at the times and in the manner thereinbefore appointed And if any part thereof should remain paid for 40 days after any such times, should out of the rents and profits of the said premises or any part thereof or by Mortgage or demise of the same or by any other reasonable means raise and pay the said rent charge of £300 as therein

Covenant by the said Richard John Maxwell Gumbleton with the Trustees for good title free from encumbrances and for further assurance

Executed by the said R J M, Gumbleton, Isabella Matilda Des Barres and Walter Broad Stocker and duly attested.

See affidavit of I M Gumbleton sworn in the matter of the estate of Robert. Geo. Bird & Ors. County Cork Record No C D B 2392. Irish Land Commission. Land Purchase Acts.

The said marriage was duly solemnised and there was issue thereof two children only who died in infancy, one aged 6 years and the other 4 respectively.

The effect of the above mentioned deed of 2nd November 1858 was to bar the entail being only a quasi in tail that is to say for lives renewable for ever being barred by an ordinary deed which need not be enrolled in the Chancery Division or otherwise. In this matter we have the opinion of Mr J H Campbell, now Lord Chief Justice of Ireland.

1882 3rd May. Abstract taken from attested copy on possession of Major John Bagwell

By his will of this date the said Richard John Maxwell Gumbleton appointed James Stuart Des Barres and Augustus Henry John Des Barres (thereinafter called the trustees) to be trustees of his will and bequeathed, all his plate jewels linen china glass books pictures prints wines liquors furniture and other household effects and

all his carriages and horses live and dead farming stock implements of husbandry and effects at Glanatore and at Twyning in the County of Gloucester, And also all his money and securities for money and all other his personal estate and effects whatsoever whether in England or Ireland or elsewhere to his wife Isabella Matilda Gumbleton absolutely, but as his plate jewels china books picture and prints are considered family heirlooms, he trusted to his wife's affection and his known wish to bequeath or otherwise return the same at her decease to the descendant of his niece Emma Jane Smith, being the devisee of his freehold and leasehold hereditaments and premises.

Testator bequeathed, All his freehold and leasehold messuages tenements lands and hereditaments situate in the Counties of Cork and Waterford or elsewhere in Ireland To the use of his said wife Matilda Gumbleton during her life for her sole and separate use

And after her decease to the use of the said James S Des Barrres during his life

And after his decease to the use of the first and other sons successively of his late niece Emma Jane Smith deceased (late wife of Edward Thomas Smith District Judge of Jamaica) according to seniority in tail male with remainder To the use of the eldest and other daughters successively of the said Emma Jane Smith in tail with remainder to the use of his Own right heirs for ever.

Testator also devised

His capital messuage or mansion house called Twyning Manor House and his Manor of Twyning messuages Lands tenements and hereditaments situate in the County of Gloucester or elsewhere in England or Wales

To the use of his said wife Matilda Gumbleton during her life for her sole and separate use

And after her decease

To the use of the first and other sons successively of the said Emma Jane Smith deceased according to seniority in tail male with remainder

To the use of the eldest and other daughters successively of the said Emma Jane Smith in tail, with remainder

To the use of his own right heirs for ever

And after giving certain directions and powers to his trustees during the infancy of a tenant in tail under his will, leasing power, etc.

Testator declared that every descendant of the said Emma Jane Smith deceased who should become entitled under his will to the hereditaments thereinbefore devised as tenant for life or tenant in tail in possession and who should not then bear the surname and arms of Maxwell Gumbleton should within twelve calendar months after he or she should have become so entitled in possession as aforesaid or if he or she should be under the age of 21 years then within twelve calendar months after he or she should have attained that age assume the surname and arms of Maxwell Gumbleton, and apply for and endeavour to obtain a royal license or other proper authority for that purpose And if the person so becoming entitled

as aforesaid should be a female and should marry then her husband shall within twelve calendar months after she shall have become entitled in possession as aforesaid or after her marriage (which shall last happen) also assume the said surname and arms and apply for and endeavour to obtain a royal license or other proper authority for that purpose

Penalty for nonperformance of the above provision as therein

Testator bequeathed to his trustees the sum of £100 each

And as to all the rest and residue of his personal estate testator bequeathed the same unto his said wife therein all through the will called Matilda Gumbleton for her absolute use and benefit

And appointed his said wife Matilda Gumbleton and the said James Stuart Des Barres and Augustus Henry John Des Barres Executrix and executors of his will and thereby revoked all former wills and testamentary dispositions made by him.

1889 Sep 20th

The will was duly executed and attested.

The said R J M Gumbleton died at this date without having altered or revoked said will. Without issue him surviving and survived by his wife the said I M Gumbleton.

1889 14th Dec

Probate of said will was extracted by the executors in person at this date forth of the Cork District Probate Registry to the executrix and two executors including Isabella Matilda Gumbleton in will called Matilda Gumbleton.

The affidavit bears a stamp of £450 and statement £150.

On the death of the said R J M Gumbleton the said Isabella M Gumbleton entered into receipt of the rents and profits of all the real estate of the deceased and into occupation of the Mansion House at Castleview and said lands of Glanatore and so remained until her death at date 24th February 1917.

1912 July 16th

The said James Stuart Des Barres died at this date

On the death of the said Isabella Matilda Gumbleton Maxwell Homfray Smith became entitled to said lands and premises the subject of this abstract as the first son of the said Emma Jane Smith and by deed poll under his hand and seal dated the 23rd day of June 1916 assumed the surname of Maxwell-Gumbleton and by Royal License granted by His Most Gracious Majesty King George the Fifth on the 11th day of November 1916 assumed and adopted the name and Arms of Maxwell-Gumbleton

1917 April 16th Registered 8th May 1917 Enrolled 10th May 1917

By Indenture of this date made between The Right Reverend Maxwell Homfray Maxwell-Gumbleton DD Lord Bishop of Ballarat of the one part and William Guest Lane of 26 South Mall in the City of Cork Solicitor (thereinafter called the Grantee) of the other part

After reciting the will of Richard John Maxwell Gumbleton

And further reciting as therein

And that the said R J M Gumbleton was at the time of his death seized of or entitled to the following properties (amongst others) that is to say:-

1. Parts of the lands of Glanatore or Glendahur then known on the Ordnance Survey as the lands of Glenatore Upper containing 174a 1r 7p and the lands of Castleview containing 183a 1r 6p situate in the Barony of Kinatalloon and Co. Cork held with other lands under a lease for lives renewable for ever dated 1st November 1767 from Richard Peard to Christopher Peard which lease was by an order of the Commissioners for sale of Incumbered estates in Ireland dated 29th January 1857 converted into a Fee Farm grant subject to the yearly fee farm rent of £185.14.5 and bound to indemnify all other lands chargeable therewith from the same.
2. The following sub-interests in portions of the same lands so far as same had not become merged vide licet (I) Part of the said lands of Glenatore Upper containing 73a 0r 7p held under lease for lives renewable for ever dated 24th January 1791 from Richard Peard to William Peard subject to the yearly rent of £1.1.0 (II) other part of the said land of Glanatore Upper containing 95a 3r 24p formerly called the Hill Lands of Glanatore held under lease for lives renewable for ever dated 30th June 1795 from Richard Peard to Robert Warren Gumbleton subject to the yearly rent of £27.13.10 (III) The said last mentioned part of the land of Glenatore Upper containing 95a 3r 24p held under lease date 25th March 1800 from Robert W Gumbleton to Rd Edward Gumbleton subject to the yearly rent of £42. (IV) Part of the said lands of Castleview containing 175a 1r 9p held under lease for lives renewable for ever dated 30th August 1791 from Richard Peard to Robert Warren Gumbleton subject to the yearly rent of £184.12.31/2 and (V) The remainder of the said lands of Castleview containing 7a 3r 37p held under lease for lives renewable for ever dated 26th March 1827 from Richard Frederick Peard to Richard Gumbleton subject to the yearly rent of £25.9.4

And further reciting as therein

And that by two indentures of Fee Farm Grant both dated the 26th day of October 1891 and made between James Stuart Des Barres of the one part and the said Isabella Matilda Gumbleton of the other part the said leases of the 30th August 1891 and 30th June 1895 were converted into Fee Farm Grants pursuant to the Renewable Leasehold Conversion Acts

And as therein

It is witnessed that the said M H Maxwell-Gumbleton granted and disposed of unto the Grantee and his heirs

All that and those the several lands and hereditaments set forth in the Schedule thereto and all other the freehold hereditaments comprised in or settled by devise contained in the said will of the said Testator Freehold or leasehold tenements lands rent charges and hereditaments situate in the Counties of Cork and Waterford or elsewhere in Ireland or which by virtue of any conveyance to the uses of the same devise or otherwise howsoever have become either at law or in equity subject to the subsisting uses of the said devise.

To hold the same unto the Grantee and his heirs freed and discharged from the estate in tail male or in tail or in quasi tail male or in quasi tail of the said Maxwell Homfray Maxwell-Gumbleton at law or in equity and from all remainders reversions estate rights interests and powers to take effect after the determination or in defeasance of such estates in tail male or in tail To the use of the said Maxwell Homfray Maxwell-Gumbleton his heirs and assigns for ever.

Schedule referred to in the now abstracting indenture

1. Part of the lands of Glanatore or Glendahur known on the Ordnance Survey as the lands of Glanatore Upper containing 174a 1r 7p statute measure and the lands of Castleview containing 183a 1r 6p statute measure situate in the Barony of Kinatalloon and County of Cork Held under the Fee Farm Grant created by the said Order dated 29th January 1857.
2. The following sub-interests in parts of the said land of Glanatore Upper and Castleview as far are same are still subsisting
 - I) Part of the said land of Glanatore Upper containing 73a 0r 27p or thereabouts held under the said lease dated 24th January 1791
 - ii) Other part of the said Lands of Glanatore Upper containing 95a 3r 24p or thereabouts held under the said fee Farm Grant dated 26th October 1891
 - iii) The said Last mentioned part of the lands of Genatore Upper Held under the said lease dated 25th March 1800
 - iv) Part of the said lands of Castleview containing 175a 1r 9p held under the said fee farm grant dated 26th October 1891.
 - v) The remainder of the said lands of Castleview containing 7a 3r 37p Held under the said lease dated 26th March 1827.

Executed by Maxwell Homfray Maxwell-Gumbleton by Freville G Christopher his attorney under seal and attested.