

Chapter 10. More Family history pp193-218

Equity Exchequer Bill. New Record Court. Dublin.

22nd Feby 1736.

John Hyde. Plaintiff.

Dennis Dale and Mary his wife & others Defendants.

Recites Act 2nd Queen Anne prohibiting Papists from holding real estate, Recites that Adam Colclough of Criggs, (Boley) County Wexford, married Mary Ford in the year 1720 and died in 1734, that Mary was at the time of her marriage, a Papist, and continued so, and that she was now the wife of Dennis Dale, and prayed to be put into possession of the property as a Protestant Discoverer.

Equity Exchequer Bill, New Records Court, Dublin.

Bill dated 1st Feby 1737

Patrick Colclough Plaintiff.

Caesar Colclough, Catherine Colclough, Garret Byrne and Frances Byrne otherwise Colclough his wife, Thomas Colclough and Abraham Tobin, Executors of Adam Colclough deed, and Christopher Ussher, Defendants.

Recites that Patrick Colclough is eldest son and heir of Adam Colclough of Kiltreeley (Boley) one of the younger brother's of Dudley Colclough of Mohurry. Recites Deed of marriage settlement, between said Adam, and Margaret Masterson, said Patrick's mother, dated January 1701. Said Margaret died sometime in 1716, Adam died April 1735, leaving said Patrick, Catherine and Frances.

Equity Exchequer, Decree, in the above suit.

Dated 19th June, 1738.

Recites as above, and recites that Thomasina Masterston was widow of Richard Masterson, and mother of Margaret Colclough (otherwise Masterson) and that Thomas Masterson was said Margaret's brother. Recites voluntary deed of 1st August 1717, made by Adam Colclough of Graige, and to which deed Caesar Colclough of Rosegarland, and John Walsh of Monyseed, were parties. And decrees that said Voluntary deed be set aside and that Plaintiff is entitled to a decree in the sum of £500 under said settlement of 1701, with interest at 8 per cent and same to stand a charge on the Manor of Tintern, the Estate of Defendant Caesar Colclough pursuant to deed of 17th of March 1714, made by Margaret Pigott Colclough.

Equity Exchequer Bill, New Record Court, Dublin.

Bill Dated 12th September 1740.

James Duckitt. Plaintiff.

Dennis Dale & wife, Ford, Colclough, Tobin & others Defts.

Recites, Act 2nd Queen Anne, Recites marriage of Adam Colclough of Graige, and Mary, daughter of Andrew Ford, of Ballyfad, County Wexford, and that there was issue six children, four of whom were then dead, leaving a son and a daughter, viz.

Chapter 10. More Family history pp193-218

Anthony and Mary still surviving and who are made parties to this suit. Recites that Adam Colclough, Mary his wife, Patrick Colclough, (son by 1st wife) and Andrew Ford, were, and are now Papists, and that Plaintiff is a Protestant discoverer, and claims Estates.

Cause Papers, New Record Court. Colclough v Sutton - Thomas Colclough dec'd, 17th Nov, 1741.

Order of Citation to William Sutton pretended Principal Creditor of Thomas Colclough, late of Wexford dec'd, or Henry Constable Notary Public his Proctor, to shew cause why administration to goods of said Thomas Colclough should not be granted to Frances Colclough, widow and relict.

Equity Exchequer Bill, New Record Court, Dublin. Bill filed 16th June 1742.

Caesar Colclough Plaintiff.

Abraham Tobin & others Defendants.

Recites that Frances, daughter of Adam Colclough, married Garrett Byrne of Ballymannus, Co.Wicklow, and that Catherine, her sister, married Richard Power of Forenaught, County Waterford, see E.E.Decree 27 Jan 1745.

Equity Exchequer Bill, New Record Court, Dublin. Bill filed 14th April 1743,

Abraham Tobin Executor of Adam Colclough, Anthony Colclough, and Mary Colclough, infants, plaintiffs.

Dennis Dale & wife, Richard Power & wife and several others Parties Defendants.

Recites that said Tobin is surviving executor of Adam Colclough of Boley, dec'd, recites that Anthony Colclough and Mary Colclough the surviving children of said Adam by his second wife, are infants, that Adam was entitled to the Townsland of Kiltreeley and Duneen, under a lease from Dudley Colclough of Mohurry, said Adam's eldest brother, and dated in the year 1701, and also possessed of considerable property and sums of money. Recites marriage of said Adam with Margaret Masterson, and that there was issue of said marriage, Patrick, Richard, Catherine, Frances and Thomasina, and that said first wife died in 1715, recites the voluntary deed of gift, 6th August, 1717, recites that said Thomasina married 17th March 1724, Anthony Doyle of Arklow, Merchant, without the consent and against the wishes of her father. Recites that said Richard Colclough, died unmarried without issue, recites that said Adam Colclough married secondly, in Jan 1720, Mary daughter of Andrew Forde of Ballyfad, Co.Wexford and had issue by her six children, recites that said Adam died 10th March 1734, recites several Bills previously filed in this matter, recites that Thomas Colclough, the nephew of said Adam, and joint Executor, with said Tobin, died in May 1741, recites that said Mary intermarried with said Dennis Dale, shortly after the death of said Adam, recites death of four of the children of said Adam by said Mary intestate and unmarried, recites that Catherine eldest daughter of said Adam by first wife, married Richard Power and that Frances 2nd

Chapter 10. More Family history pp193-218

daughter, married Garrett Byrne, recites that said Thomas Colclough died intestate in Dublin, at the house of his brother Caesar Colclough, and that his widow Frances, administered to his estate, and prays that said Anthony and Mary, may be declared entitled to their proper share of their said father's effects.

Copied from Brief Colclough v Colclough,1865

Memorial Registered 14th July, 1744.

A Memorial of Articles of Agreements, bearing date the 23rd day of April 1744, made between Caesar Colclough Esq. and Vesey Colclough Esq., his eldest son and heir apparent, for the settling of the Estate of Mohurry and Tintern, in the County of Wexford, and all their estate in this Kingdom of Ireland, raising money for the discharge of debts due by said Caesar, securing proper provisions for the said Caesar's younger children, and also maintenance for the said Vesey Colclough, and it is thereby agreed between them that fines and recoveries should then immediately be levied and suffered of said estate,etc., **see Act of Parliament, 1746.**

Copied from Brief in Colclough v Colclough 1865.

Fine levied and Recovery Suffered, by Caesar Colclough Easter Term, 1744, of the Tintern and Mohurry Estates, in pursuance of agreement between said Caesar and his eldest son Vesey.

Note: these proceeding were vitiated, owing to the death of said Vesey while matters were in progress.

Bermingham Tower, Castle, Dublin.

Heads of a Bill for relief of Creditors, and younger children of Caesar Colclough of Mohurry and Tintern, Dated 1st January 1745, and for settling maintenance on Vesey his grandson, recites names of younger children, **see Act. 1746.**

Equity Exchequer Decree, New Record Court, Dublin.

Dated 27th January 1745.

Dennis Dale and Mary his wife, Plaintiffs.

Abraham Tobin surviving executor of Adam Colclough dec'd, Anthony and Mary Colclough, minors by their guardian the said Abraham Tobin, and Dominic Ford, Defendants.

Recites that Plaintiff exhibited his Bill in the Exchequer 21st Feby 1736, therein setting forth that said Adam did about the year 1720, and immediately previous with his marriage with Mary daughter of Andrew Forde, execute an agreement that within six months of said marriage he would execute marriage settlements, securing his said wife in a jointure of £40 per annum, but that said promised settlement had never been perfected; that said Adam, at the time of his said marriage, was possessed of a large and considerable fortune. That said Adam executed his Will on the 9th of Feby 1734 and died about the 10th of March, 1734. That said Adam left six children by Plaintiff Mary, viz. Anthony, Mary, Caesar, Elinor, Adam, and Thomas, and that four of the said children are since dead intestate, and under age, and that plaintiffs claimed that their shares should be distributed amongst the two survivors. That said Adam died possessed of a personal Estate in Chattel, interest, debts due to him, ready money, goods, and other effects to the amount of £8,000, which or the

Chapter 10. More Family history pp193-218

greater part thereof, had come into the hands of his executors, and that said Adam had no real estate at time of said marriage or ever afterwards, on which to secure the said Mary her said jointure of £40 per annum. And praying that so much of the personal estate as was necessary, should be invested for that purpose; And also that said Mary should be paid a legacy of £400 under said Adam's Will, and also that there should be a distribution of the residue, amongst said Mary and her two surviving children.

Thomas Colclough and Abraham Tobin, executors of Adam Colclough, filed answers on the 5th November, 1737, admitting the general correctness of said Bill, but that the amount of effects was overstated, and denys that said plaintiffs, Dennis and Mary, are entitled to a share in distribution of said effects, but that the whole should be divided between the two surviving children, and quotes clause in said Adam's Will, leaving legacy of £400 to his widow if she did not marry again, and but £300 if she did, and claimed that said legacy was in clear of said promised jointure of £40 per annum, and denys the several charges of neglect and misappropriation, says that said Adam had a lease for lives renewable, of the Townsland of Kiltyley and Duneen, from his brother Dudley, and which was settled on issue of his first marriage, and was then possessed by Patrick Colclough, eldest son of Adam, and that said Adam has no other real estate, and produced schedules and Executors accounts etc., And said Anthony and Mary by their Guardians, the executors, filed answer on the 28th April 1738 (in effect the same as the previous one).

And the plaintiffs upon death of said Thomas Colclough, did in Hillary term 1741, revive said Bill of 21st February 1736. Recites that Dominic Ford is administrator of the Will of Andrew Ford, that said Thomas died intestate, and that administration was granted to his widow Frances Colclough, And said Frances filed answer 16th February 1742, and said Dominic filed answer 17th February, 1742, and said Abraham Tobin and Anthony and Mary Colclough filed answer 2nd July, 1743, and claim as offsets, certain sums paid by said Abraham Tobin "On account of Dyet, Lodging, Cloathing, and Schooling for said Defendants Anthony and Mary, who since the death of said Thomas Colclough, had been left destitute without the care or assistance of any of their said father's friends or relations". Recites that Frances, widow of said Thomas, died in the latter end of the year 1743. **Decrees refers all matters to chief Remembrancer.**

O'Callaghans History of the Irish Brigades in the service of France pp.364, 365.

In the Lists published of the killed and wounded in the Irish Brigade, at the Battle of Fontenoy 1745, there appears the name of Captain Colclough, (Francis) of the Duke of Berwicks Regiment, wounded, and it states that gratuities of 600 Francs were given to wounded Captains.

Note: I am unable to trace the above Francis Colclough further.

Copied Brief in Colclough v Colclough 1865.

Act of Irish Parliament, dated 4th April 1746.

Whereas Caesar Colclough was, on the 23rd day of April 1744, tenant for life of the townsland, tenements and hereditaments hereinafter mentioned, that is to say the townsland of Mohurry, Coolree, Wheelagoure, Rahenrocke, Colevane, Culeneen, Kiltyley, Duneen, Knocknemilic, Curraduff, Cullintraby, Cullantramore,

Chapter 10. More Family history pp193-218

three parts of Mangan, Tincurry, Ballibrien, Ballynemenanagh and Davidstown, the one half of Ballylosky, the third part of Ballintrany, and Ballydorogh, the one half of Shraghmore, and the third part of Templeshanbo, Kilroshe, half of Rossard, the one half of Ballynabanogue, the one half of Ballynecullagh, the one half of Moneyperson, Glaslasky, a third part of Ballyneverane, Mulbrany, the third part of Rylane, Castlekirk, and Killmashill, the sixth part and another third part, and the eleventh part of the said third part Annagh Tombrick, the one half of Tomcurry, the one half of Knockduffe, Clonabrine, commonly reputed and known by the name of Mocurry Estate. The Manor of Tintern, with the appurtenances and the scite, circuit, ambit, and precinct of the Abbey, Monastery, and religious house, of Tintern, the town, and lands of Tintern, Castleisle, CastleMoraghoe, alias Castleworkhouse, Newtown, Saltmills, Ballygarret, Cappaclanane, Gibstown, Keerans, alias St.Keiran, Garrycullan, Tallaghe, St.Leonards ,Ballyhackby, Curraghmore, Milltown, Rathumney, Dunmane, Ballyfleming, Ballytarsney, Garryduff, Booley, Yoletown, Christown, Scartdown, alas Owenduffe, Tobernasson, Gayneston, Kineagh, Coolerin, Ballycullan,Ballinrowan,Duraght,and Prieststown, Brandon,Ballycrosse, Pullinstown, Ballybought, Grange of Kilmore, & Castletown, Banno with the Watercourse and Ferry, of Banno aforesaid, and Castletown, Ballywilliam,Tithes of the parishes of Tintern and Clonmines, tythes of the Island of Banno, tythes of Kilmore, tythes of St.Molines, in the County of Catherlogh, Several houses and parcels of ground in or near Wexford, commonly called the Tintern Estate, which said several towns, lands, tenements, and tythes, are situated in the Counties of Wexford and Catherlagh, (of which said several lands, tenements, and hereditaments are of the present clear yearly value of £2,200, and will by the fall of leases, be nearly £1000 a year more in twelve years) with remainder to Vesey Colclough Esq., eldest son of said Caesar, in tail male, with several remainders over, under a Quadripartite deed of settlement, dated the 10th day of March 1719, and made between the said Caesar Colclough of the 1st part. Margaret Pigott Colclough of Tintern, in the County of Wexford, widow, since deceased, of the 2nd part, the Right Rev, Father in God, Sir Thomas Vesey, Bart, Lord Bishop of Ossory, since deceased of the 3rd part, and Agmondisham Vesey, of Lucan in the County of Dublin, since deceased, and Richard Le Hunt of Artramon in the County Wexford, Esq., of the 4th part, upon the intermarriage of the said Caesar with Frances Muschamp Vesey, since deceased, the daughter of the said Lord Bishop, in which said deed is recited a deed of settlement of the Mohurry estate, Tripartite and dated the 6th of March 1700, and made between Dudley Colclough of Mohurry, in the County of Wexford Esq., since deceased, the said Caesar's father, of the first part, Sir Thomas Butler of Garryhundon in the County of Catherlogh, Bart, since deceased, and Nicholas Barnewall of Domicky, in the County of Dublin Esq., since deceased of the 2nd part, and Robert Leigh, of Rosegarland in the County of Wexford Esq., since deceased of the 3rd part: And whereas by Articles of Settlement upon the intermarriage of the said Caesar with his present wife, daughter of the said Agmondisham Vesey, and mother of said Vesey Colclough, and dated the 18th of July 1721, the sum of £3,000 was provided for the younger children of said Caesar, to be raised out of the towns and lands of Lucan in the County of Dublin, and other the lands late the estate of the said Agmondisham: And whereas the said Caesar Colclough and Vesey Colclough his

Chapter 10. More Family history pp193-218

eldest son did, by certain articles dated the 23rd April 1744, agree to settle the estates of Mohurry and Tintern, and all their estate in the said Counties of Wexford and Catherlogh, to raise money for discharge of debts due from the said Caesar, and to secure proper provisions for the said Caesar's younger children, and also a maintenance for the said Vesey, and to levy fines and to suffer recoveries of the said Estate, in order to enable them to call in and receive the said £3000 charged as aforesaid: And the said Caesar and Vesey did thereby agree that the said sum of £3000 should be applied towards the discharge of the said Caesar's debts, and to raise the sum of £6000, as a charge on the said Estates of Mohurry and Tintern, for the said younger children of the said Caesar, to be disposed of by the said Caesar and Vesey, in Lieu of the £3000 chargeable on the estate on the said Agmondisham Vesey for the said children's portions, and further that some part of the said estate of Mohurry and Tintern should be conveyed to trustees, to be to be applied for the discharge of the interest of the said £6000, and for paying the said Vesey £250 a year and £100 immediately to discharge the said Vesey's particular debts, and the said Caesar and Vesey his son, did by their said articles further agree settlement be made in proper form of their whole estate, with power to be settled such jointure on any wife that Vesey should marry, as the [said] Caesar and Vesey should appoint, and with remainders as usual in family settlements, and with a power to the said Caesar and Vesey, jointly to charge the said estates, with any sum or sums they should agree to appoint, and whensoever the suit depending for recovery of Dunmain, between the said Caesar and Aaron Lambert, or the said Caesar's suit concerning the lands of Rylane should be at an end, that the said Caesar should have by the said intended settlements, a further yearly sum of £50 out of the lands when recovered, and further that the said Vesey's maintenance should commence from the 1st May 1744, and should continue to said Vesey's marriage, and that upon the said Vesey getting £10,000 or £12,000 portion with a wife, or such other sum as the said Caesar and Vesey should agree to, the said Caesar and Vesey were to enjoy the said whole estate by moities, and the said portion was to be in discharge of the incumbrances affecting the estate, and it was further agreed between them, that if the said £3000 should not be sufficient to discharge the said Caesar's debts, and the said Vesey should join in raising more for that purpose that then the said £50 a year, the addition to the said maintenance, should be enlarged to a £100 a year; And whereas fines and recoveries were levied and suffered in pursuance of the said articles, and the said Vesey soon after intermarried without the consent of the said Caesar. And whereas, after the marriage of the said Vesey, certain articles were entered into between the said Caesar and Vesey, dated 17th January 1744 in pursuance of which a family settlement was made, by which it was agreed, that the said Caesar give the said Vesey £400 a year, out of such part of his estate as they should agree upon before the execution of such settlement, and that the said Vesey should have power to raise thereout £2000, for his sole and proper use, the interest whereof was to be paid or the interest of the money for the use of said Caesar, and that the said Vesey should have £300 a year, of the said £400 settled on him and his heirs, and at his own disposal after the said Caesar's death and should have power to charge the estate after the said Caesar's death, with £3,000 for the provision of his

Chapter 10. More Family history pp193-218

younger children, and a jointure of £400 a year for any wife, and to charge by will the said £400 to be settled, with £3,000 for younger children, if the said Vesey should die in the lifetime of said Caesar; And it was further agreed that the said Vesey should join in raising £7000 for provisions for the said Caesar's younger children, and also consent that the said Caesar should have the said £3000 secured upon the Lucan Estate, and should join the said Caesar in raising of £2000 on their estate at large, besides the £1000 already raised to be at the said Caesar's disposal, and that the said £7000 to be raised for the provision of the said Caesar's younger children should be disposed of amongst them, in such manner as the said Caesar and Henrietta his wife, or the survivors of them should appoint, and it was further agreed that upon perfection of a proper deed, pursuant to this agreement, all the articles, of agreement before entered should be cancelled, and that the said Caesar should give possession of lands, for the payment of the interest of such sums as he should borrow upon a mortgage of those lands. And whereas soon after the perfection of the said last recited articles, the said Vesey Colclough came to the city of Dublin, with an intent to have the said settlement drawn and perfected, but in a few days fell ill, and after a very short illness, and before a settlement could be prepared pursuant to the said articles, that the said Vesey died intestate, leaving his wife encient, who hath lately been delivered of a son, named Vesey, so that the said articles could not be carried into execution as was intended, to the great prejudice of said Vesey's Family, as well as the said Caesar. And whereas Mary Colclough, widow and relict of the said Vesey hath been appointed guardian by the Court of Chancery, to the said Vesey her son, which said Vesey is left in a very destitute condition, and without any manner of provision for his support by the death of his said father, before the said last recited articles could be effectually carried into execution, whereupon the said Caesar his grandfather, and the said Mary have come to an agreement to make provisions for immediate support and education of said Vesey, in manner hereinafter mentioned, that is to say-£130 a year until he is 13 years old, and £200 a year after until he is 21 years, and after that £400 a year during the joint lives of the said Caesar and his grandson Vesey, and the said Caesar has agreed to set out lands of greater yearly value than the said several payments. And whereas the said Caesar hath four younger sons and six daughters Agmondisham, Adam, Thomas, and Richard, Frances, Mary, Margaret, Harriet, Anne, and Lora, for whom a very small provision is made by the said Caesar's marriage settlement, and the said Caesar's debts which will not affect the said real estate after the said Caesar's death, are computed to amount to £5000. And whereas the said Caesar hath laid out and expended large sums of money upon the lands and premises so settled, equal to the debts now owed by him and thereby greatly improved the inheritance thereof in their annual value. And whereas, the prosecution of a suit in equity, upon the said articles perfected by the said Caesar and Vesey, in the names of the said Caesar's creditors, against him, his wife, and all his children, and trustees in the said settlement, and against the said Agmondisham Vesey, or those entitled to the said Lucan estate, which is subject to the said £3000, and against the said posthumous child, would on account of the number of parties and the minority of some of them, be very tedious, and the circumstances of the said Caesar and his said creditors and

Chapter 10. More Family history pp193-218

younger children require a speedy remedy. Wherefore the said Caesar Colclough on behalf of himself and of his said creditors and younger children and Mary Colclough, mother and guardian of said Vesey, on behalf of her said son, pray it may be enacted. And be it enacted by the King's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons in the present Parliament assembled, and by the authority of the same that all the said lands, tenements and hereditaments, hereinbefore expressed, with their appurtenances, be from the 25th March 1746, vested in the actual sessions of John Lyons, of the City of Dublin Esq., and William Bridges of Mount Fin, in the County of Wexford, Esq., and their heirs, to the use, intents and purposes, herein after mentioned, that is to say as to the towns and lands of Grange of Kilmore, Ballyroan, and Kinnegh, of the clear yearly value £137-12-6 to the use of the said Vesey Colclough during the joint lives of the said Caesar and Vesey, and to the lands of Garrycullan and St. Keirans of the clear yearly value of £95-16-6 to the use of the said Caesar for 13 years, from the 25th March 1746, and after expiration of that term to the use of the said Vesey during the joint lives of the said Caesar and his said grandson. And as to the towns and lands of St. Leonards, Ballyhackby, Coolroe, Ballytarsney, Castletown and Ballybought otherwise Roestown, of the clear yearly value of £175, to the use of the said Caesar for 21 years, from the 29th September, 1745, and after the expiration of that term, to the use of said Vesey, during the joint lives of the said Caesar and his grandson. And it is hereby declared, that the rents issues, and profits of the said lands, shall and may be paid to the said Mary Colclough while she shall continue guardian and to any other guardian who may be hereafter appointed for the education and maintenance of the said Vesey Colclough. And as to all and singular, the said other towns, lands, tenements, and hereditaments, with their appurtenances, to the intent and purpose that the said John Lyons and William Bridges and their heirs shall and may by sale and sales and mortgage or mortgages of the same and, or competent part thereof, levy and raise, (as soon as conveniently may be) in the first place such sums of money as will be sufficient to defray the expense of passing this Act, and also as much money as will pay the debts of the said Vesey, eldest son of the said Caesar, so as the said Mary, widow of said Vesey, be entirely discharged therefore, and not to exceed the sum of £400. And in the next place, to raise the sum of £2000, to be paid by them unto John Jervaise White, of Ballyellis, County Wexford Esq., his executors, and administrators upon trust, to apply the same in discharge of such of the said Caesar's debts (which will not affect his real estate after his death) as he the said Caesar shall by any deed or writing, or by his last will, direct and may by sale etc., or mortgage of the residence of the said lands, and or a competent part thereof, raise and levy the sum of £7000 for the younger children, and when the said sums are raised, then the said trustees shall and may by sale etc., or mortgage of the residue of the said lands etc., or competent part thereof, raise and levy the sum of £7,000 for the said younger children, to be paid and distributed amongst them, as the said Caesar and the said Henrietta, or the survivor shall appoint. And after the payment of the said sums of £2000 and £7000, and the expenses and debts aforesaid, and the payment of the aforesaid rents, payable to the said Vesey, to the intent and purposes that the said trustees etc., shall stand seized of such part of the said before mentioned lands etc., as

Chapter 10. More Family history pp193-218

shall remain unsold, and the equity redemption of such part thereof as shall be mortgaged, to the use of the said Caesar, for and during the term of his natural life, and from and after his decease, to the use of such person or persons, for such estates, trusts, and intents, as he or they are now entitled unto, freed and discharged from any provision heretofore made or intended to be made for the younger children of the said Caesar by the said settlement Articles or either of them, or any other deed whatsoever, provided always, and be it enacted by the authority aforesaid, that the said Caesar Colclough, shall pay and discharge all quit rent and crown rents, and all debts, charges and encumbrances payable out of or any way effecting the said lands and premises, or any part thereof, settled on the said Vesey, or otherwise indemnify and save him harmless therefrom, so that he the said Vesey may receive the full maintenance settled upon him as aforesaid, provided also that the said Caesar shall and may settle such jointure or any other after to be taken wife not exceeding £400 a year, and make such lease or leases of all and every of the said lands, and premises not settled on the said Vesey for his maintenance as aforesaid, and that shall not be sold for the purpose aforesaid, not exceeding 31 years, or 3 lives in possession, and not in reversion, at the best improved rent, without fines, as are agreeable to the powers reserved to him by the said settlements. And be it enacted by the authority aforesaid that the said £3000 secured on the said Lucan Estate, be paid unto said Caesar towards discharging such of the said Caesar's debts which after his death are not to effect his estate, and that the receipt of the said Caesar, his Executors or administrators shall be a full & sufficient discharge for the same. And be it enacted by the authority, aforesaid, that the said trustees, or either of them, their etc., shall not be answerable for or chargeable with act or default of the other or others of them, or for any further or other sums of money than what he or they shall etc., Saving unto the Kings most Excellent Majesty, his heirs and successors, and persons bodies, corporate, and politic, other than the said Caesar Colclough and the said younger children, and the said grandson of the said Caesar, all right, title and claim to the said lands, tenements, and hereditaments rents payable thereof and all mortgages, judgments, and other all encumbrances, charging the same, anything herein contained to the contrary notwithstanding.

Cause Papers, New Record Court, Dublin.

4,G.157.302. Power v Colclough, 1746, Thomas Colclough dec'd.

Proceedings between Richard Power of Forenought, in the County of Waterford, and John Colclough of Wexford Merchant, in the matter of Administration to the effects of the late Thomas Colclough, intestate, brother of the said John, in which it is stated that the said Thomas, left a lawful son, named Adam Colclough, and that said Thomas, died in the year 17--- Recites that Adam Colclough late of Boley in the County Wexford, dec'd, having several children by his 1st wife, Margaret Colclough dec'd, and being desirous of marrying again, and wishing to make provisions for said children, executed a deed on the 26th of April 1717, vesting certain property in Caesar Colclough (of Rosegarland) and John Walsh, in trust, amongst other matters to secure his daughter Catherine, (now the wife of said Richard Power) a sum of £250, that said Adam of Boley, died in the year 1734, confirming said deed by his

Chapter 10. More Family history pp193-218

will, and appointing said Thomas Colclough and Abraham Tobin executors. States that said Thomas possessed himself of the effects of said Adam of Boley, as appears by a bill filed against him by Mary, widow of said Adam of Boley, and now wife of Dennis Dale of Coolgraney, Co. Wexford, leaving said £250 to said Catherine Power otherwise Colclough unsatisfied. That on the death of said Thomas Colclough, his wife Frances C., obtained administration and died without having completed the administration. Richard Power in one of the affidavits in the cause, states that Adam Colclough, only child of said Thomas deceased, had several years ago left the Kingdom, and never returned, and that he could hear nothing from the relations of said Adam, where he was to be found.

Chancery Bill, New Record Court, Dublin.

11th December, 1754, Adam Colclough, Plaintiff.

William and Caesar Sutton, Defendants.

Recites that Plaintiff is Grandson of Caesar Colclough of Rosegarland, and Mary his wife and recites the different properties owned by said Caesar, Recites marriage settlements of said Caesar and Mary, dated 11th March 1686, and recites deed executed by said Caesar, dated 21st March 1702, settling said properties on his only son Anthony Colclough, and his heirs, male and female, and in default, on the three sisters of said Anthony, viz, Anne, Frances, and Elinor Maria, and recites that said Anthony and Anne are both dead without issue, and that said Caesar's estates descended to Frances, and Elinor Maria, and recites that said Frances married Thomas Colclough of Wexford, and that said Thomas and Frances are both dead, leaving plaintiff their only surviving issue. That said Elinor Maria married William Sutton, late of Longraigue, but now of Horetown, Co. Wexford, and that said Elinor is long since dead, leaving her said husband, and Caesar Sutton, her eldest son, and other children surviving. Recites that Thomas Colclough died May 1741, and Frances died February 1743, plaintiff being then about 13 years of age, and having an estate in England, settled upon by him by a relation in England, long since dead, it was thought advisable that he plaintiff should be educated in England where he remained for a space of about 8 years, a guardian having been appointed over him and his English estate, and said William Sutton possessed himself of plaintiff's Moiety of said Caesar Colclough's estate. Recites that as soon he come of age, viz, 1752 plaintiff came from England to Ireland, and demanded possession of his Moiety from William Sutton, but that said Sutton has now put him off for two years and prays for redress etc.,

Registry of Deeds Office, Kings Inns, Dublin.

Deed, Richard Beauchamp to Henry and Margaret Colclough,

dated 17 January 1755, Registered 6th March 1755, B.175, p.117. no 116409.

Richard Beauchamp of Narrowmore, Co. Kildare, 1st part, and Henry Colclough and Margaret Colclough otherwise Beauchamp, otherwise Barnes 2nd part, by which said Richard Beauchamp, did grant, make over and assign to said Henry and Margaret Colclough, and to the heirs of said Margaret, all the said Henry and Margaret's shares and proportions and lands of Bennekerry and Busherstown in the County Carlow. To hold to the said Henry and Margaret Colclough and their heirs and assigns of said Margaret for ever. Deed witnessed by Dudley Colclough of Kildavin and John

Chapter 10. More Family history pp193-218

Beauchamp of Narrowmore, Kildare. Deed of release witnessed by said Dudley Colclough and Beauchamp Colclough of Kildavin Gents.

Registry of Deeds Office, Kings Inns, Dublin

Deed: Adam Colclough of Crows Grove, or Colclough's Grove, to Adam Colclough of Rylane (or Shroughmore or Duffry Hall) dated 24 Decr, 1759, Registered 31 Jany 1760. B.201.p.593no.134579.

To hold to the said Adam of Rylane, said Adam of Crowsgrove interest in the following lands, for 300 years, if his own title should last as long, viz. Rossard, Bouledurragh, Ballylusk, and Ballincool, said lands being in the Barony of Scarawalsh at the yearly rent of £7.

Bail Bond, from Thomas and John Colclough to Henry Colclough. 1761

Know all men by these presents, that we, John Colclough, Merchant, and Thomas Colclough, both sons of John Colclough of Wexford, Merchant, are holden and firmly bound unto Henry Colclough of Kildavin Co. Carlow, Esq., in the sum of £400 sterling, to be paid to the said Henry or his lawful attorney, Exors, Adms, and assigns. To which payment, we do bind each of us by himself, for the whole, and each of our heirs, Exors. Adms. and assigns, jointly, and severally, by these presents sealed with our seals, and dated the ---day of--1761. Whereas Adam Colclough of Colclough's Grove in the Co. Carlow, Esq., deceased, did by his last Will, bearing date 22nd Decr, 1759 bequeath amongst other things, the sum of £200 to Catherine Hill otherwise Colclough, Beauchamp Colclough, Patrick Colclough, and Caesar Colclough, the daughter and sons of said Henry. And whereas the said Adam Colclough, by his said Will devised his Real Estate in England, to the above bound John Colclough son of the said John of Wexford, the said John paying out of the same, the several legacies mentioned, and the said Henry and John proved said Will. And whereas the said John is now seized of the said estate in England, and being willing to give all the security in his power for the payment of said legacy of £200. But the said John being threatened by some persons claiming a pretended Title to the said Estate, that they will immediately commence a suit against the said John for the recovery of the same, and the said John being unwilling to give the said Henry an absolute bond for the said sum, but only a conditional Bond, that the said John, shall hold, possess, and enjoy and receive the rents, issues, and profits of the said estate. Now the condition of the within obligations is such, that in case the said John possess, and enjoy the said Estate, that then the above bound John and Thomas, their heirs etc., do well and truly pay unto the said children of said Henry, their just proportion of the said sum of £200, and further execute any further or other deed, for the better and more effectually securing the said sum.

Repertory to Decrees in Chancery, George, III. vol. vi. New. Rec. Court, Dublin.

Names of Townslands the property of Caesar and Dudley Colclough, secured to John Hill, and Beauchamp Colclough and others, viz, Rossard and Ballynacoolagh, Muredoran alias Mulbraney, Keila alias Killnosty Killenene and Ballyneovcrane, alias Keintigue, Ballydoragh, and Moyaballaghlass ?, Glaslacky, Shroughmore, Clonjordan, Ballylusk and Monalee.

Chapter 10. More Family history pp193-218

Edward Hill, to Colonel Caesar Colclough at Duffrey Hall. Carlow, March ye 22nd 1763.

Sir.

Mr. John Chamney, a young Gentleman of good fortune in this County, has desired me to write to you for your permission to wait on your daughter Miss Colclough to pay his addresses to her, and lay before a rent roll of his estate, which if you and Miss Colclough approve of, he hopes to be happy in an alliance with your family. I beg you will give me ye pleasure of your answer, as I have promised to transmitt it to him in Dublin.

I am Sir with best compliments to Mrs Colclough and family, your most obedient and most honorable servant, Edward Hill.

Note: The writer was married to Catherine, daughter of Henry C.

Henry Colclough to Caesar Colclough, Duffry Hall. Kildavin, 28th April, 1763.

Dr. Coll. I am sorry in the latter end of our days to see that we are likely to have a dispute, but to prevent any such thing, I have sent Patt to Patt Colclough, with the copy of the Act, and all the original vouchers, to shew him, in hopes that he may prevail on you to settle things amicably, and in order to have it fixed, I will leave all to Adam, Pat Colclough and my son Pat, so that we may have no strangers amongst us. All this, I believe you can't object to, as Pat Colclough will tell you, that I can have my money without much more trouble. You are no stranger to the expense of keeping young Gentlemen in town, and as I must have mine there, I hope you will consider it, and settle with me without putting me off further, and that you will appoint a day for that purpose, or that you will let me have thirty or forty Pounds to supply me till you are at leisure, or on the other hand, tell me what you will doe that I may depend upon it,

All from your most affectionate, Henry Colclough.

Note: I found the original amongst the papers of the late Caesar Colclough in Tintern in the year 1853 or 4.

Registry of Deeds Office, Kings Inns, Dublin.

Deed: Margaret Colclough to Beauchamp Colclough, dated, 12th 1766, Registered 10th May 1773, Book, 294.P 607, no. 195914.

Margaret wife of Henry Colclough of Kildavin, 1st part & Beauchamp Colclough of Bohermore, her son 2nd part. To him and his heirs, all that and those the inheritance of said Margaret, in the Townsland of Bennekerry and Busherstown, in the County Carlow, to hold to said Beauchamp Colclough and his heirs for ever, (The memorial registered by Bridget, widow of said Beauchamp Colclough.)

Transfer of Corporation of Enniscorthy, 1766.

Heads of an agreement made by and between Vesey Colclough of Tintern in the County of Wexford Esq., of the one part, and Adam Colclough, eldest (surviving) son of Caesar Colclough late of Duffry Hall, Esq., deceased of the other part.

First it is fully agreed and concluded upon, by and between the parties aforesaid, that the said Adam Colclough shall surrender his Burgiship in the Corporation of Enniscorthy, and all other the Burgisses of said Corporation under his influence, unto

Chapter 10. More Family history pp193-218

the said Vesey Colclough, his heirs or assigns that is to say, the Rev. Thomas Colclough, brother of said Adam, Richard Colclough, also brother of said Adam, and Caesar Colclough, eldest son of said Adam, and Michael Byrne of the City of Dublin Esq., if they should be required so to do, by said Vesey Colclough, and that the said Vesey Colclough shall have free power and authority, as soon as he pleases to appoint any other Burgesses in their place and stand to serve as Burgesses in said Corporation. Secondly, and on the conditions above mentioned, and on the said Vesey Colclough being put into the quiet and peaceable possession by said Adam Colclough of said Burrough of Enniscorthy, and being duly and properly elected Portrive of said Corporation, the said Vesey Colclough his heirs, executors administrators or assigns, shall pay or cause to be paid unto the said Adam Colclough, his heirs, executors, or assigns, the just and lawful sum of three thousand pounds sterling. And in case of a Dissolution of the Irish Parliament during the sitting of their session of Parliament, the said Vesey Colclough shall pay or cause to be paid unto the said Adam Colclough, the further sum of Five Hundred Pounds Sterling, and no more, as a further compensation for the said Burrough.

In Witness whereof, the parties aforesaid have hereunto by the approbation of the Burgesses, who have subscribed as witnesses hereto, put their hands and Seals this 29th day of May 1766.

Signed and Sealed in the presence of us burgesses. Vesey Colclough. Adam Colclough, B. Thomas, Henry Colclough, John Jervis White, John Hatton, Thomas Colclough, Richard Colclough.

Note: The original, now in my possession, was also found amongst the papers of the late Caesar Colclough.

Brief in Colclough v Colclough Wexford 1865.

Remembrance Roll of the Honourable Barry Maxwell, Esq., of Trinity Term, in the seventh year of King George III. Recovery suffered by Vesey Colclough, Trinity 1767 of the Tintern and Mohurry Estates.

Brief in Colclough v Colclough, Wexford, 1865.

Post Nuptial Settlement of Vesey Colclough, dated June 1767.

Registered, 7th July, 1767. Book 260. p91, no.166290.

This Indenture made 13th June, 1767 between Vesey Colclough of Tintern Abbey, in the County Wexford Esq., and Catherine Colclough otherwise Grogan, his wife, of the first part; Henrietta Colclough, of the City of Dublin, widow and relict of Caesar Colclough late of Mocorry, in the County of Wexford, aforesaid Esq., deceased of the second part; John Carroll of the City of Dublin Gentleman, of the third part; The Rev. Thomas Colclough of Kilmagee in the County of Kildare, Clerk, of the fourth part; Agmondisham Vesey, of Lucan in the City of Dublin Esq., and Adam Colclough of Shroughmore in the County of Wexford aforesaid of the 5th part; John Grogan, of Johnstown, in the said Co. of Wexford Esq., and Cornelius Grogan, eldest son and heir apparent of the said John Grogan of the 6th part; and Sir Charles Bingham of Castlebar in the County of Mayo, Bart, and John Jervis Whyte, the elder, of Ballyillis in the said Co. of Wexford Esqr, of the 7th part. Witnesseth that for and in consideration of the marriage already had and solemnised between the said Vesey Colclough, and the said Catherine his wife, and for in consideration of the sum of

Chapter 10. More Family history pp193-218

£4,000, to the said Vesey Colclough in hand, paid on the perfection hereof by the said John Grogan, her father, in full of all and every portion and portions whatsoever, provided or intended for the said Catherine, as one of the younger children of the said John Grogan, by virtue of any article, or settlement whatsoever, or otherwise, the receipt and payment of which said sum of £4000, the said Vesey Colclough doeth hereby acknowledge, and thereof and every part thereof doeth acquit, release, and discharge the said John Grogan, his heirs, executors, administrators and assigns for ever, by these presents. And for settling upon, and making, and providing for the said Henrietta Colclough a competent jointure, and maintenance for her life, in lieu of all and every jointure, and claim and demand whatsoever, which the said Henrietta hath, or might have or claim against all, or any of the lands, tenements, hereditaments, hereinafter mentioned. And for providing and making a provision for the payment of the debts and incumbrances which now affect the lands, etc., And for providing a competent jointure and provision for the maintenance of the said Catherine Colclough in case she shall survive the said Vesey her husband. And for settling and assuring the Manor, lands, tenements, and hereditaments hereinafter mentioned, upon such trust, and to and for such intents and purposes and under and subject to such provisions, limitations and agreements, as are hereinafter mentioned, expressed and declared, of and concerning the same. And for and in consideration of the sum of 10/- sterling, to the said Vesey Colclough, in hand paid by the said John Carroll, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and considerations, him the said Vesey Colclough thereunto moving. And for and in consideration, of the annuity, yearly rent, or sum of £600 sterling hereinafter given and granted to and for the use of the said Henrietta Colclough for her life, in full of all jointure, dower, or thirds which she hath or claims, or might otherwise have or be entitled to, out of all or any of the lands, etc., hereinafter mentioned, by virtue of, or under any other deed, articles, or settlements whatsoever, for or on account of dower, or other demand whatsoever, they the said Vesey Colclough and Henrietta Colclough, have and each of them, according to their respective estates, right, titles, and interest, hath given, granted, bargained, and sold, released and confirmed, by these presents do, and each of them as aforesaid doeth give, grant, bargain, sell, release and confirm unto the said John Carroll (in his actual possession now being) by virtue of a bargain and sale to him thereof made, by the said Vesey Colclough, by his indenture bearing date, the day next before the day of the date of these presents, in consideration of 5/- for the term of one whole year, and by force of the statute for transferring uses into possession, and to his heirs and assigns. All that and those, the Manor of Tintern, with the appurtenances in the County Wexford, and the scite, circuit, ambit, and prescient of the dissolved Abbey, Monastery or religious House of Tintern, and the town and lands of Tintern, Castleisell, Castleworkhouse, Newtown, Saltmills, Ballygarret, Cappacluane, Gibstown, St. Keirins, Garrycullan, Tallaghe, St. Leonards, Ballyhackby, Curraghmore, Miltown, Dunmain, Ballyfleming, Ballytarsney, Garryduff, Booley, Yoaltown, Cheristown, Scartdown otherwise Owenduffe, Tobernassen, Ganestown, Kinnagh, Cooleroe, Ballycullane, Ballingtown, Ballybought, Grange of Kilmore, Castletown, Bannow, Mocerrey, Ballyinrock, Coolree, Coolevane, Wheelagour, Coolerin, Kiltaly, Duneen, Knocknemill, Curraghduff, Tincurry, Ballybrine, Ballynemenanagh, Rossard, Glaslackin, Clonbrien, Keile,

Chapter 10. More Family history pp193-218

Mandoran, Bowlyusk, Keintighe, Tumona, Skahanah, Coolena, Coolacarney, and Ballynecoola, in the County Wexford aforesaid, and also two parks of land, one garden, twenty four Burgages, and the fourth part of a Burgage lying in St. Johns Street, in or near Wexford aforesaid, and also the fourth of the town and lands of Mangan, in the County of Wexford aforesaid. And one moiety of the town & land of Ballylosky, Shroughmore, Ballynecullagh, and Tomcurry, in the County of Wexford aforesaid, and one third part of the towns and land of Ballytrany, Ballydorrogh, Ballynevocrane, Rylanemore and Rylanebegg, otherwise Rylands, Castlekirk, and Killmeeshil in the County of Wexford, aforesaid and one sixth part of a third part of the said town and lands of Rylands, Castlekirk, and Killmeeshil, aforesaid. And the watercourse and ferry of Bannow in said County, and one yearly rent of £100 sterling issuing out of the town and lands of Moynart, and one chief rent of £40 sterling issuing out of the whole territory of the Duffry in said County, and also one other chief rent of £1 sterling issuing out of St. Johns street in the town of Wexford, and one other yearly rent of £1 sterling, issuing out of the village and lands of Coolbeck, and Ballywilliam otherwise Ballylean, and one other yearly rent of 5/stg issuing out of the rectory church or Chapel of Killay, in said County, and also the Rectories and Churches of Tintern, St.Keiran, St.Leonards, Nashe, Owenduff, Dunmane, Coolemane, Kinnagh, Bannow, and Kilmore in that said County. and also the great and small tithes of Tintern, St.Keirans, St.Leonards, Nashe, Owenduff, Dunmane, Clonmaine, Kineagh, Bannow, and Kilmore, in the said County, and all that and those, the Rectories of the church of St.Molins, and all the tithes great and small issuing, and growing, and renewing out of the town and land of St.Molins, in the County of Catherlagh, together with all and singular the right members, and appurtenances to the said manor, town, lands, tenements, rents, tithes, hereditaments, and premises belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits of the said manor, townland, tenements, rents tythes, hereditaments, and premises herein before mentioned, to be hereby granted and released, and of every of them and of every part and parcel thereof, and of all the estate, right, title, interest, trust, property, profit, claim, challenge, and demand whatsoever, of them the said Vesey and Henrietta Colclough, of in, to, or out of, the manor, towns etc., to have and to hold, all and singular, the said manor, towns etc., unto him the said John Carroll, his heirs and assigns for ever, to such uses, upon each trust, and to and for such intents and purposes, and under and subject to such provisos limitations and agreements as are hereinafter limited, expressed and declared of and concerning the same and to no other use, intent or purpose whatsoever. That is to say, as to certain parts of the lands and estates (named and described) to secure an Annuity of £600 to Henrietta Colclough, for life in favour of Dower, with powers of distress and entry on non payment. And as to the said Manor, and all and singular, other said towns, lands etc., to the use and behoof of the said Vesey Colclough, and his assigns for the term of his life, without impeachment of waste, and with full liberty to commit? waste, (note: this last clause he certainly carried out B.H.C.), and after the death of said Vesey, to the intent that Catherine Colclough should receive an annuity of £500 for her life in bar of Dower . Then to the use of and behoof of Caesar Colclough, only son of said Vesey and Catherine his wife, and the heirs male of his body, and for default of such issue, then to the use and behoof of the 2nd, 3rd, 4th, and every other

Chapter 10. More Family history pp193-218

the son and sons of the body of the said Vesey, on the body of the said Catherine his wife, to be begotten, severally, successively, and in remainder one after an other, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male, of the body and bodies, of all and every such son and sons lawfully issuing, the elder of such sons, and the heirs male of his body issuing, being always preferred, and to take before the younger of such son and sons, and the heirs male of his and their body and bodies issuing, and for default of such issue, then to the use and behoof of the said Vesey Colclough, his heirs and assigns for ever. Declarations of trusts, first, to secure said Henrietta and said Catherine in their annuities, then in trust for raising a sum of £3000, for said Vesey, to be at his disposal by any writing under his hand, or by his Will, and also if said trustees thought fit, for raising the further sum of £3000, for said Vesey Colclough, and also out of rents to pay the interest of the incumbrances then affecting the premises, and also the interest of the said sums of £3000, and also, by sale or mortgage, of said premises comprised in said term, to raise money to pay off the several incumbrances, then affecting the premises, Trustees receipts to purchasers to be valid and sufficient, and with a clause of indemnity to trustees, and a power to charge the Estate with a sum not exceeding £10,000, as portion and portions for younger children. Clause conferring a leasing power on said Vesey, with covenant to levy a fine, and suffer a recovery for the uses and purposes aforesaid, with covenant for further assurance.

Vesey Colclough. Catherine Colclough. Henrietta Colclough. John Carroll.

Thomas Colclough. Adam Colclough. John Grogan.

Witnesses present. Alexander Hutcheson, Andrew Galbraith, Garrett Drake.

Equity Exchequer Bill, New Record Court, Dublin. 20th June 1770.

John Gibbins, Plaintiff,

Thomas Haughton, Caesar Sutton, Patrick Colclough, and others, Defendants.

Recites Bill filed by Plaintiff, on the 5th August, 1766, against Patrick Colclough, and against the executors of Abraham Tobin, and the administrators, Anthony Doyle, and Thomasina Doyle his wife, Garrett Byrne, and Frances his wife, Richard Power administrator of Catherine Power, Luke Masterson, Executor, of John Masterson, and against the administrators of Richard Colclough and others, and recites that said Patrick Colclough died 29th April last, 1770. Whereby said suit was abated, and recites Will of said Patrick Colclough, and codicil thereto appointing Thomas Haughton, Caesar Sutton, and Catherine Colclough, wife of said Patrick Exors. Bill amended 4th October, 1771, in which it is recited, that Catherine relict of said Patrick Colclough, married January, 1771, Patrick Fagin Gentleman, (Doctor) and prays etc.,etc.,

Note: Plaintiff Claimed as a Protestant Discoverer.

Letter, Sir Vesey Colclough, to Thomas Frances Colclough.

Dr. Thom.

Breeze Hill 19th January, 1772.

I arrived here only yesterday, and received yours. You mentioned nothing material, only that Duffrey farm is out, and where to direct my letters. To the first I shall give no answer till I see you at Tintern Abbey, and to the next I say here. You don't give

Chapter 10. More Family history pp193-218

me the least item how that worthy family the Grogans intend treating me, their once patient victim, as no concessions has been made I desire that if you receive any rents you pay them to no person on earth but to me, for be assured I shall never on any other terms henceforth pass your accounts. Let not Lady Colclough think I mean to deprive her totally of subsistence-I do not, and if I receive money (which positively I will) she and all the world shall see I will dispose of it as I ought, and as she is even still my first object she, and the world shall see I will with generosity treat her, and while I have a farthing support her like a gentlewoman and as becomes my wife. I came down here according to agreement with you to Tintern, with my own name and relations, who have all of them promised to attend me, and I hope I shall not be interrupted by the presence of her ladyship, or her servant, Reily. My intention is to live in most matters as regular as if she were there, and to shew every person that on my own bottom, I can manage a house like a gentleman, and free from reproach. My principal intention in going there is to shew the county and my tenants, that I am still Lord of the Manor of Tintern, and have not sold my estate to Grogan, or left his daughter to manage it, or that any other person shall do so, except myself; But my real and chief reason is to raise money to pay my English bills, (Oh my dr Mr. Maund, my generous friend, the friend to a stranger and in a strange country, by me you are certainly broke). Is this not a consideration would rend the heart of an oak, I hope Lady Colclough will stick to agreement and remove on notice, if she does not, my children go to Portarlinton, and Tintern shall be advertised. And perhaps those deeds of love and affection, which still remain, and which I believe scarce anything can eradicate and which may yet be the means of rejoining and making us both happy, may be extinguished. This I am sure would be fatal to us all, and forever expel me this Kingdom. As our Parliament meets the fourth of February, I must be in Dublin that day, and as some time would be required for us to consult together at Tintern, I think the sooner I go there the better, and beg to know may I not be there aft Saturday next. Observing Phaires Advertisement in the Wexford Papers, which in some manner deprives of my Royalty of Monart, I desire you will have the enclosed inserted forthwith.

I am you and yours affectionately,
Vesey Colclough.

Why the Devil have you done nothing with Kavanagh, there is a good pull there, and is now applying to his tenants for next March rents, which if they pay, he says he will allow you receipt, if not, he drives, and when he has gotten the money runs the Kingdom. If Mrs Colclough opens this, or William Pierce, I beg they will send the enclosed to the printer.

Lady Colclough to John Grogan, of Johnstown.

Dear Father.

Mr. Tom Colclough came to here the 23rd January with a letter from Sir Vesey to him to come to me and desire me to quit the House, as he and his relations were coming to spend some time there, and that the rents that Mr. Tom received for the future should be paid to Sir Vesey, that you should no longer make a generous victim of him, he would be master of his estate, and no longer imposed on by my family, or to them words as well as I can recollect, that he would set Tintern, but at the same time he would always support me as a Gentlewoman, and his wife. My answer to Mr. Tom

Chapter 10. More Family history pp193-218

was, that I was advised not to leave my House, nor would I, that if Sir Vesey chose, I would keep my room, and not see his face while he was there, or I would-----
-----which he liked, he mentioned he would not see me but as his wife, therefore at present he could not. I hear he has the illdistemper. I beg you will get the best advice how I should act. Let Cornny know this when he comes down, I would be glad to see him, I am your duty full Daughter

January 24th,1772.

Catherine Colclough

Sir V. is getting all the money he can, he says it's to pay his English Bills.

Brief in Colclough v Colclough, Wexford, 1865. Appendix page 122.

Affidavit of Sir Vesey Colclough in Johnston v Colclough, 31st December 1773.

As to the age of Caesar, his eldest son, then seven years & six months old, N.B. Born at Wexford, 8th May 1766. John 2nd son, six years or thereabouts. Caesar, grandfather of Vesey died on the 15th April 1766. Vesey returned for County Wexford in the place of his grandfather who sat 42 years for that County, June 1766, Vesey came of age 12th July 1766.

Brief in Colclough v Colclough, Wexford, 1865.

Copy of Certificate of the admission of Caesar Colclough (Chief Justice) as member of the Middle Temple.

These are to certify, that Mr. Caesar Colclough the eldest son of Adam Colclough of Duffry Hall in the County of Wexford, in the Kingdom of Ireland, Esq., was specially admitted of the honourable Society of the Middle Temple on the 23rd day of June 1775. Kept eight terms commons in-----all of this Society, and paid for six terms not kept, hath paid for one candlelight, and six vacation exercises, not performed, and hath paid all duties due to the society and the offices thereunto belonging. In testimony whereof I have hereunto let my hand and seal this 22nd of November 1782.

James Harris, Treasurer

Endorsed, admitted 11th February 1783.

Post Nuptial Settlement of Beauchamp Colclough and Catherine Colclough orse Crawford, dated 9th September 1789.

This Indenture made the 9th September, 1789 between Beauchamp Colclough of Bettyville Co. Carlow Esq., and Catherine Colclough, otherwise Crawford, his wife, one of the daughters of Alexander Crawford late of Millwood, County Fermanagh Esq., deceased of the one part, and Alexander Crawford of Millwood, in the said County Fermanagh Esq., brother of said Catherine, and Henry Colclough of Bettyville, in the County of Carlow aforesaid, Esq., of the other part.

Recites, marriage already solemnised between said Beauchamp and said Catherine, and that said Catherine, was at the time of said marriage, entitled among other things, to a sum of about £2,400, secured by a bond dated 13th June 1789, executed by Lord Baron Belmore of the Kingdom of Ireland, and Alexander Gordon of Feltrim in the Co. of Dublin, Esq., to the said Alexander Crawford and Henry Colclough, as trustees for the purpose herein mentioned, which said sum of £2400 was advanced by Andrew Crawford of Streamstown in the County Dublin Esq., Executor under the Will of said Alexander Crawford deceased, and also, one of the

Chapter 10. More Family history pp193-218

guardians, of the said Catherine, by which bond the aforesaid trustees were bound in the penal sum of £4,800, conditional etc.,

Recites that said Beauchamp, at the time of his said marriage did consent that the fortune of said Catherine should be conveyed to unto the trustees for the uses and purpose herein after mentioned. Witnesseth that as well in performance of said agreement as in consideration of 5/- of lawful money to the said Beauchamp and Catherine, paid by the said Alexander Crawford and Henry Colclough, they the said Beauchamp and Catherine hath granted etc., to the said Alexander and Henry, all right, title, etc., in said bond to have and to hold and upon trust, in the first place, that said Beauchamp shall enjoy the interest of said sum of £2400, during his natural life, and after his death, the same to said Catherine, if she should survive him, and after the death of the survivor, then upon this further trust, to apply said sum of £2400, and the interest produced thereof, for the use and benefit of such issue of said marriage, and in such proportions, as the said Beauchamp, shall by his last Will, or any deed executed during his life appoint. And in default of such appointment, said principal sum and any interest due thereon, to be distributed among the issue of said marriage in equal shares on their attaining the age of 21 years, with covenant by said Beauchamp for peaceful holding of said sum by said trustees, and further covenant for better security if required, Provided that it shall be lawful for said trustees, to call in said sum, at any time, and reinvest the same in the purchases of lands of inheritance, said lands to be disposed of in the same manner as herein before provided in reference to said sum of £2,400.

Beauchamp Colclough * Catherine Colclough * Henry Colclough-

Witnesses present, Bridget Colclough and Allan Nesbitt.

Note: Extracted from original now in my possession.

Marriage Settlements of Sarsfield Colclough and Margaret Colclough, only daughter of Patrick Colclough of Anneville.

Indenture dated the 3rd day of July 1792, between Adam Colclough of Duffry Hall in the County Wexford Esq., and Sarsfield Colclough his third son of the first part, Patrick Colclough of Anneville and Dudley Hartpole Colclough, his only son of the second part, Margaret Colclough, only daughter of the said Patrick, of the third part, and John Hill of Barring Hill in the County of Kildare and Beauchamp Colclough of Kildavin Co. Carlow Esqs., of the fourth part, Witnesseth that in consideration of the sum of £2000, the marriage portion of the said Margaret, said Adam hereby settles the following townlands on issue of said marriage, with a life interest therein to the said Sarsfield and Margaret, and the survivor of them, viz, the Towns and lands of Kiltaly and Duneen, situated in the Barony of Scarawalsh in County Wexford, containing 500 acres Plantations measure, more or less, held under lease for lives renewable for ever, at yearly rent of £39 and a renewal fine of 5/- if renewed within six months, with reservation for cutting turf on said premises. Recites that said portion of £2000 is given in consideration of said Margaret's resignation of her claim, together with the resignation of her brother the said Dudley Hartpole as claim to certain portions of property willed to them by their aunt, Martha Hartpole, (The Parties named in said Will or deed being Martha Hartpole of Anneville, Spinster, of the first part; Caesar Colclough of Tintern Abbey, and Caleb Barnes of the city of

Chapter 10. More Family history pp193-218

Dublin Esqs., of the second part; and said Patrick Colclough of the third part; and dated 29th October 1784)

In witness etc.,

Adam Colclough. Patt Colclough. Sarsfield Colclough.

Margaret Colclough. Dudley Hartpole Colclough.

John Hill. Beauchamp Colclough.

Endorsement, being a release of judgment for the penal sum of £2065 obtained by said Patrick Colclough against the estate of said Adam in Court of Common Pleas, Trinity Term 1789, the sum of £1032-10-0, having been paid to said Patrick by the said trustees, viz. John Hill and Beauchamp Colclough.

Witness present: Thomas Shea, Timothy Nowlan.

Note: The original indenture having fallen into my hands (As legal representative of the last surviving trustee) was handed over by me in the year 1851 to the wife of Patrick Sarsfield Colclough, which Patrick Sarsfield Colclough was only surviving son of said Sarsfield and Margaret.

Copied from

Original document from Bernard Colclough of Waterford private collection.

June 1785, County of Wexford.

Whereas it appears by a Constat of An Inquisition returned into this Court from his Majesty's Court of Common Pleas taken before Sir Edward Loftus Bart. of the said County at Moneyhore in the said County the 14th day of June 1784 that Sir Vesey Colclough of Tintern Abbey in the County of Wexford Bart. was on the 10th Day of May in the 21st year of his present majesty's reign outlawed in the City of Dublin in a plea of debt at the suit of John Kennedy on which day the said Sir Vesey Colclough was seized and possessed as his Estate in fee of and in the towns and lands of Scraughmore, Ryland, Kearn otherwise Keamtigue, Scahana, Ballylusk, Mangan, demesne of Tintern, Coolacarney, Kyle, Glaslacan, Coolree, Glebe of Taghmon, Castletown, Chapaellanane, Newtown, Priesttown, and rent charged on Killoughrom, all which said land are situated lying and being in said County of Wexford and which said lands are of the yearly value of five pounds sterling in all profits beyond reprisals, which into his majesty hands the said Sheriff had taken and seized. Now upon motion of Mr. B. Thomas, Attorney on behalf of the said John Kennedy, moving on the said constat and praying that a Custodium of the said premises may be granted to the said John Kennedy, the said Sir Vesey Colclough being outlawed at his suit as aforesaid, whereupon and on reading the said constat, it is this day ordered whereupon by the Court that the Clerk of the Pipe do make out a Custodium of the said Premises to the said John Kennedy to continue during his Majesty's pleasure at the yearly rent of 5d over and above the yearly rent and arrears payable thereout to his majesty and that the chief remembrancer do issue an Injunction for putting the said John Kennedy or his assigns into the actual and quite possession of said premises whereof all officers and persons concerned are to take notice.

A true copy W.A.Hutchinson

Kennedy against Colclough, Duplicate of Custodian,

Copy order dated 15th June 1785.