

A Case

William Moore by Indenture of Lease dated 25th May 1753 demised to Tho: Lloyd the lands of Farnane in County of Limerick for three lives at 28th p Annum.

The said William Moore by article dated 1st Dec^r 1756 in Consideration of £160 paid to him by said Thomas Lloyd granted or agreed to grant the said lands to the said Thomas Lloyd in Fee Farm at 28th p Annum.

The said William Moore by article dated 1st Dec^r 1756 demised to the said Thomas Lloyd his the said Moore's Moiety of Ballahane containing 7 Acres for three Lives Renewable forever at 8th p Acre to commence from 1st May 1756.

On April 1759 the said William Moore and Thomas Lloyd Stated an Account on the foot of the said two last mentioned Instruments wherein the said Lloyd is charged with two years rent of Ballahane at 28th yearly due 1st May 1758 and with three years profit of Farnane due to William Moore on 1st May 1759 and the said Lloyd therein takes Credit for £106 Due to him by said William Moore's bond dated 19th January 1754 and with six years Interest thereon which did not become due till January 1760 and he also takes credit for £30 paid by him for the said W. Moore's January 1760 and he also takes credit for £47 1/2 Interest of that Sum — And at the foot of acc^t in part of anote and for £47 1/2 Interest of that Sum — And at the foot of the said acc^t a balance of £58: 10: 6^{rs} is struck to be due to the said Thomas Lloyd for which balance the said William Moore gave acc^t in full at the foot of said acc^t. He pleased to peruse a copy of the said Acc^t and Rec^t sent herewith.

The said acc^t is apprehended to be Erroneous 1st Because in it there is no charge for the years rent of Ballahane which became due at May 1759 2^d Because Credit is taken for Interest which had not accrued on the bond for £106 and 3^d Because the said Thomas Lloyd was not entitled to Interest for the £30 he advanced as he had rent belonging to the said William Moore in his hands at that time.

NB. The said Thomas Lloyd acknowledges that no other acc^t than the one now laid before you was ever Stated between him and the said William Moore he also confesses that the said William Moore, without settling any acc^t whatsoever between him and the said Thomas Lloyd made anew Lease to him the said Thomas Lloyd of Farnane to commence from May 1756.

At the time of making or agreeing for the Fee Farm Grant of Farnane before mentioned the said Thomas Lloyd suspected that William Moore's title thereto would be defeated and therefore he insisted that he should be repaid his fine of £160 in Case he lost the Land whereupon the said William Moore agreed to secure the repayment thereof on such Contingency and prevailed on Mr. Southwell Moore his Uncle to join him in a bond for that purpose and accordingly they the said William Moore and Southwell Moore executed their Joint and Several Bond and Warrant to the said Thomas Lloyd dated 27th April 1759 of the penalty of £300 Conditioned that the said £160 should be repaid but without Interest in case the title of the said Thomas Lloyd should be defeated. The said Thomas Lloyd's title was since Coverted and he brought an Action for Recovery of the £160 against Southwell Moore the Security who filed a bill and Obtained an Injunction and the Matter in Difference are submitted to the award of two Gentlemen.

Your Opinion is requested whether the said Thomas Lloyd can be Compelled to acc^t for the rents of Farnane from the Commencem^t of the first Lease in 1753 notwithstanding the account settled and Receipt given in 1759. I think it ought to be now presumed that the rent of Farnane was paid before it was let down at first of May 56 no more being charged for at 4th time of year but 3 years a year viz 1754 1755 1756.

Case

*For the opinion of
John W. Gibbon Esq
at 2.9 o'clock*

*Indemnity
for the said
Thomas Lloyd*

A Case

William Moore by Indenture of Lease dated 25th May 1753 demised to Thomas Lloyd the Lands of Farnane in County Limerick for three lives at £38 p Annum

The said William Moore by articles dated 1st Dec^r 1756 in consideration of £160 paid to him by said Thomas Lloyd granted or agreed to grant the said lands to the said Thom^s Lloyd in Fee Farm at £28 p Annum

The said William Moore by article dated 1st December 1756 demised to the said Thomas Lloyd his the said Moore's Mowly of Ballahane containing 71 acres for three lives tenable for ever at 8 p Annum to commence from 1st May 1756

In April 1759 the said William Moore and Thomas Lloyd Stated an acc^t on the foot of the said two last mentioned Instruments wherein the said Lloyd is charged with two years rent of Ballahane at 28 yearly due 1st May 1758 and with three years profit of Farnane due to William Moore on 1st May 1759 and the said Lloyd therein takes credit for £106 due to him by said William Moore's bond dated 19th January 1754 and with six Years Interest thereon which did not become due till January 1760 and he also takes credit for £30 paid by him for the said William Moore's account in part of a hole and for late Interest of that sum — and at the foot of the said account a balance of £58.10.6 is struck to be due to the said Thomas Lloyd for which balance the said William Moore gave a Receipt in full at the foot of the said account — He pleased to peruse a copy of the said account and receipt sent herewith — I have read it

The said account is apprehended to be erroneous 1st because in it there is no charge for the years Rent of Ballahane which became due at May 1759. 2^{dly} because Credit is taken for Interest which had not accrued on the bond for £106 and 3^{dly} because the said Thomas Lloyd was not intitled to the Interest for the £30 he advanced as he had Rent belonging to the said William Moore in his hands at that time

The said Thomas Lloyd acknowledges that no other acc^t than the one now laid before you was ever Stated between him and the said William Moore he also confesses that the said William Moore without settling any account whatsoever between him and the said Thomas Lloyd made anew Lease to him the said Thomas Lloyd of Farnane to Commence from May 1756

At the time of making or agreeing for the Fee Farm Grant of Farnane before mentioned the said Thomas Lloyd suspected that William Moore's title thereto would be defeated and therefore he insisted that he should be repaid his fine of £160 in case he lost the Land whereupon the said William Moore agreed to secure the repayment thereof on such Contingency and prevailed on M^r Southwell Moore his Uncle to join him in a Bond for that purpose And accordingly they the said William and Southwell Moore Executed their Joint and Several Bond and Warrant to the said Thomas Lloyd dated 27th April 1759 of the penalty of £300 Conditioned that the said £160 the fine should be repaid but without Interest in case the title of the said Thomas Lloyd should be Defeated — The said Thomas Lloyd's title was since Evicted and he brought an Action for recovery of the £160 against Southwell Moore the Security who filed a bill and Obtained an Injunction and the Matters in Difference are Submitted to the Award of two Gentlemen

Your Opinion is requested whether the said Thomas Lloyd can be Compelled to account for the Tents of Farnane from the Commencement of the first Lease

A Case

For the Opinion of

Wm Lloyd

£1.2.9 sent

John O'Connell Esq

Lease in 1753 notwithstanding the account settled and receipt given in 1759

In 1753 Wm Moore demised 4 Lands of Barnane to Thos Lloyd for three lives Reserving a rent of 38 £ and in 1756 the same Wm Moore granted the same lands to Thos Lloyd & his heirs reserving 24 £ and the question is whether Thos Lloyd is now compellable to account for the three years rent at 38 £ and which accrued between 1753 and 1756

and I am of opinion that he is not; for the grant in 1756 extinguished the lease in 1753 and the reasonable presumption is that all antecedent rents was then satisfied

Theo. Wolfe
16th Febr: 1776