

This Indenture MADE the *nineteenth* day of

July in the Year of our Lord One Thousand Eight Hundred and *Sixty two*
BETWEEN *Charles Mahon Of Burlington Road in the City of Dublin Esquire of the*
one part and John Molohan of Craggane in the County of Clare farmer
of the other part, WITNESSETH That the said

Charles Mahon for and in CONSIDERATION of *the yearly rent and Covenants*
hereinafter reserved

hath demised, granted, set, and to Farm-let, and by these presents doth demise, grant, set, and to Farm-let, unto the said John Molohan his heirs Exors and admors and assigns (if permitted to assign) All that and those that part of the farm and lands of Craggane containing seventy acres one rood and thirty two perches Irish plantation measure or thereabouts, be the same more or less bounded on the North by the lands of Rinroe and the public road leading to the sea at Clohaneinchy, on the West by part of the lands of Craggane in the possession of Bridget McGrath and James O'Gorman, on the South by the lands of Clohaneinchy and the old road leading to Lough Donnell, and on the East by the same old road and as same is more particularly delineated and described on a map of the premises made by Patrick Walsh, Land Surveyor on which said premises are situate lying and being in the parish of Kilmurry Barony of Ibrickane and County of Clare aforesaid Excepting and reserving out of this demise unto the said Charles Mahon his heirs or assigns all mines, minerals and quarries now found or hereafter to be found on the said premises with full power of Ingress, Egress and Regress for him or them and others by him or them authorized with necessary machinery to search for dig for raise pits manage dispose of carry away the same, he or they making reasonable compensation for the waste spoil and destruction which shall have been done to the surface of said lands by such acts and also excepting and reserving out of this demise, All other Royalties whatsoever with full power and authority for the said Charles Mahon his heirs or assigns and all other persons by him or them authorised to enter into and upon said premises at all times and seasons and to hunt, fish shoot fowl and course on said premises or any part thereof

TO HAVE AND TO HOLD the said demised Premises, with the Rights, Members, and Appurtenances thereto belonging or in anywise appertaining, unto the said John Molohan his heirs Exors admors and

Assigns from the As aforesaid from the Twentyfifth day of March last past for and during the natural lives and life of Prince Alfred Ernest Albert, Prince Arthur William Patrick Albert and Prince Leopold George Duncan Albert the three youngest sons of Her Majesty Queen Victoria and for and during the life of the longest liver or survivor of them or for and during the term time and space of Thirty one years to commence and be computed from the said Twentyfifth day of March last past whichever of said terms shall longest last subsist or continue, provided the Interest of the said Charles Mahon his heirs or assigns in said demised premises shall so long last subsist or continue he the said John Molohan his heirs Exors admors and

assigns (if permitted to assign)

YIELDING AND PAYING therefore and thereout, Yearly and every Year, during the said Term, unto the said *Charles Mahon his heirs or assigns* the Yearly Rent or Sum of *Ninety Pounds Sterling* to be paid by *Two even and equal half yearly Payments on the Twentyninth day of September and the Twentyfifth day of March* in each and every Year during the Term hereby granted, over and above all Taxes, Charges, and Impositions whatsoever, (Quit-rent and Crown-rent excepted,) the first payment thereof to be made on the *Twentyninth day of September* next ensuing the date of these Presents.

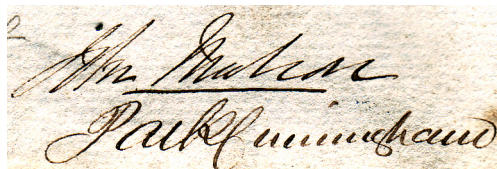
AND if the said reserved Yearly Rent, or any part thereof shall happen to be behind or unpaid for or by the space of *Twenty-one Days* next after any of the Days hereinbefore mentioned, and appointed for the Payment thereof, then and so often as it shall so happen it shall and may be lawful to and for the said *Charles Mahon his heirs and assigns* into the said demised Premises, or any part thereof, to enter and Distrain, and the Distress and Distresses then and there found to lead *drive and take away*, and the same to dispose of according to Law for satisfaction of the said Rent, and all Arrears thereof and Costs of distraining for the same: **AND** if no sufficient Distress or Distresses shall or may be found on the said demised Premises to satisfy the said Rent and all arrears thereof, then it shall and may be lawful to and for the said *Charles Mahon his heirs or assigns* into the said demised Premises, or any part thereof in the name of the whole, to re-enter and the same to have again, re-possess, and enjoy, as in *his or their former Estate*, anything in these Presents contained to the contrary in anywise notwithstanding. And the said *John Molohan doth for himself his heirs Exors admors and Assigns*, covenant, promise, and agree to and with the said *Charles Mahon his heirs or assigns* by these Presents, that *he the said John Molohan his heirs Exors admors and Assigns*, shall and will from Time to Time, and at all Times, hereafter, during the Term hereby granted, well and truly satisfy, content, and pay unto the said *Charles Mahon his heirs or assigns* the said reserved Yearly Rent or Sum of *Ninety Pounds Sterling* on the said Days and Times hereinbefore mentioned and appointed for the payment thereof, clear above all Taxes as aforesaid. And also that *he the said John Molohan his heirs Exors admors and Assigns*, shall and will, during the Continuance of this Demise, preserve, uphold, support, maintain, and keep the said demised Premises, and every part thereof, and all Improvements made and to be made thereon, in good and sufficient Order, Repair, and Condition, and at the End of the Term hereby granted, or other sooner Determination of this Demise, shall and will so leave and yield up the same unto the said *Charles Mahon his heirs or assigns* And also that it shall be lawful for the said *Charles Mahon his heirs or assigns* or his or their agents or workmen once in every year during this demise to enter into and upon the said premises to inspect the state of the several buildings, windows, doors, fixtures, gates, hedges, fences and things and to examine the condition thereof and that all repairs which upon every such view and examination shall be found wanted to be done and of which notice shall be left at the said premises the said lessee his heirs Exors admors or assigns as aforesaid shall within three calendar months next after

every such notice well and sufficiently repair and make good accordingly and also that the said John Molohan his heirs Exors admors and assigns as aforesaid shall and will from time to time during the term hereby granted manage till and use the lands hereby demised in a good and husbandlike manner and in a due and regular course of good husbandry so that the same may not be in any way injured or deteriorated and shall not nor will have more than Twelve Acres Irish plantation measure of said demised premises in tillage or broken up or arable in any one year and also that the said John Molohan his heirs Exors admors or assigns as aforesaid shall not nor will during this demise underlet or set over the said demised premises or any part thereof to any person or persons without the consent of the said Charles Mahon his heirs or assigns for every such purpose first had and retained and also shall not nor will assign transfer or otherwise by any act or deed part with the said demised lands and premises or any part thereof without the consent in writing of the said lessor his heirs or assigns for that purpose first had and retained And it is hereby expressly agreed by and between the parties hereto that in case of the breach or nonperformance of any of the Covenants and Agreements herein contained on the part of the said John Molohan his heirs Exors admors or assigns as aforesaid for the due and proper management of the said lands and against tilling in any one year more than Twelve Acres Irish plantation measure of said premises or against underletting or assigning same as aforesaid or if the possession of said Demised Premises shall be taken from the said John Molohan his heirs Exors admors or assigns as aforesaid it shall be lawful for the said Charles Mahon his heirs or assigns unto the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as of his or their former Estate anything herein contained to the contrary notwithstanding And it is further agreed between the parties hereto that it shall and may be lawful for the said lessee his heir Exors admors or assigns as aforesaid to surrender the premises hereby demised on any Twentysfifth day of March in any year during the term hereby granted by giving unto the said lessor his heirs or assigns six months previous notice in writing of such his or their intention to surrender same and by paying all rent that shall or may be due out of said premises up to the day of such surrender and also performing and fulfilling the several Covenants and agreements hereinbefore contained

AND the said Charles Mahon doth hereby for himself his heirs or assigns Covenant, Promise, and Agree to and with the said John Molohan his heirs Exors admors or assigns as aforesaid that he the said John Molohan his heirs Exors admors or assigns as aforesaid or Assigns, paying the said reserved Yearly Rent, and performing the Covenants hereinbefore mentioned, shall and may peaceably and quietly have, hold, and enjoy the said demised Premises, with the Appurtenances, during the Term hereby granted without any Let, Hindrance, Interruption, or Disturbance of the said Charles Mahon his heirs or assigns or any other Person or Persons claiming or deriving from or under him them, or any of them.

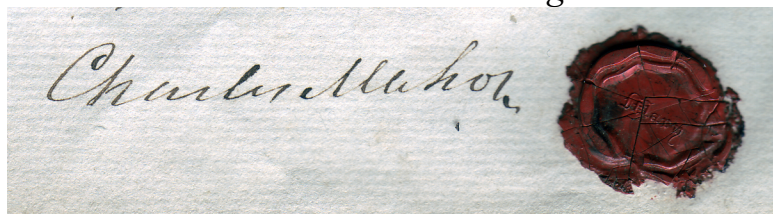
In witness whereof the parties aforesaid have hereunto set their names and affixed their seals the day and year first in these presently written

signed sealed and delivered in presence of



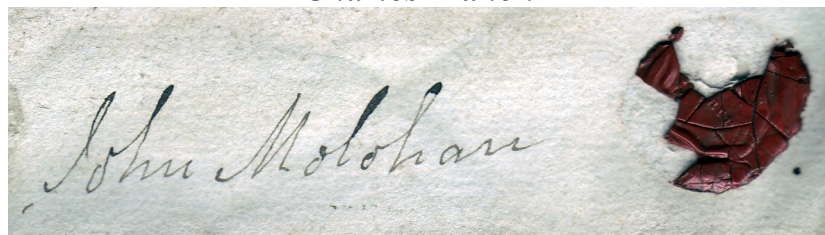
Handwritten signatures in cursive script on aged paper. The first signature is "John Mahon" and the second is "Patk Cunningham".

John Mahon Patk Cunningham



Handwritten signature "Charles Mahon" in cursive script on aged paper, followed by a circular red wax seal.

Charles Mahon



Handwritten signature "John Molohan" in cursive script on aged paper, followed by a red wax seal.

John Molohan