he restored me the said bond.

haveing the paine and cost to send the said Henry Cassy out the Commission of Lymrick & the bond is in the custody of James Nich: Harpole my servant

1652. 10° July Received and had from Henry Cassy in part of the 30li due as aforesaid the sume of 5li 0s 0d

vide fol 137 pay:

18° die marty ioer D. Nicholas Power Clerk recompted & took his oath from me & in regard he is a minister & 19li 10s 0d remayned due on his arrearages is in regard of his poverty & inability to pay the same allowed to be stayed for payment vntill he shall be able to pay the same

Teriagh oge O Bryan of Balina in Ormond aforesaid 5° July 1638. had from me by way of Mortgadge the sume of fowre hundred pounds ster. With & for whome one m^r John Cantwall of Drouma mira in Ormond & m^r Cor^t O Bryan of Knokana in Dunkarra are bound in 1000li ster. bonds of the statute Staple acknowledged to me at Lymerick to paye me the said sume of 400li ster & fourtie pounds ster p annu rent during the mortgadge.

by Draft Feb 7 pay 00 to Jam: Meagher

He paid me one half yeares rent due 6° February 1638. And neare a paire since. Whereof in August 1641 I sheriffe him & procured an Extent of the said Statute Staple against him & the rest of his said sureties w^ch mist man Philip O Shighana delivered to the Sheriff s^r Terlagh m^c Gerraith in the beginning of September 1641. & before the said Sheriffe could make any returne of that Extent the warrs began w^ch hindered the proceedings. & in the meane time the said Sheriff & the said Terlagh O Bryen were dead.

The procureing of the said Extent cost me fiue pounds ster. as by this ensueing account thereof appeares.

li s d

I paid to the Maio & constables of the Staple at Limrick for the Certificate of the Statute Staple bond sent by them 6° February 1640 } 00—4—0

And for Indorsing the first affidy & Intreating thereof } 00—2—2

And I gave to Counsell for moueing in the Court the first time } 00—10—0

And for the Clerk goeing vpon that Motion } 00—3—0

And to a footman for comeing from Dublin to Balyna Drounanyra & Knokana to serve that Clerk & for coming to Dublin to make affidavit of

NORTH MUNSTER ANTIQUARIAN JOURNAL

VOL. 6. 1950. No. 2.

NOTE—The authors of the various papers and reviews are solely responsible for the views expressed in them.

LIMERICK COUNTY LIBRARY COMMITTEE
9619

The Arthur Manuscripts

Edited by DR. E. MACLYSAGHT, M.R.I.A.

The following brief description of the Arthur Manuscript by one of the present editors is reproduced by kind permission of the Council of the Royal Society of Antiquaries, Ireland, from their *Journal,* Vol. LXXX., pp., 90-91.

Considerable interest was evinced by students of seventeenth century history, and particularly by those connected either with Limerick or the medical profession, in the proposed publication by the Irish Manuscripts Commission of the Arthur MS. (British Museum Addl. 31,885). In view of the decision not to proceed with the printing of this volume it would appear desirable to give a brief account of its contents in the journal in which a portion of the manuscript has already been published.

I spent three months in 1939 making a transcript of this manuscript in the British Museum; owing to the outbreak of the war it was necessary to interrupt the work but the portions not copied by hand have since been photostated so that an almost complete copy is now available in Dublin.

The manuscript comprises a variety of papers, practically all in the handwriting of Dr. Thomas Arthur of Limerick, who was born in the last decade of the Sixteenth Century and died in 1675. This with other manuscripts was purchased by the British Museum in 1881 from Mr. Maurice Lenihan, the author of *Limerick, Its History & Antiquities* (Dublin, 1866).

The pages are bound in a single volume and consist of 285 folios (570 pages) written in a small hand. Some of those at the beginning and end of the B.M. volume are somewhat torn and illegible, but for the most part the ms. is in a good state of preservation. Judging from Dr. Arthur's pagination the original book (assuming that he had it bound) contained at least 375 folios, but many of them are now missing. The 285 folios now under consideration contain a certain number which were evidently not part of Dr. Arthur's original volume, but they are in his hand and belong properly to the same collection.

The papers fall into five main classes: —

1. Dr. Arthur's medical case fee book 1619-1666 (In Latin).

   The "fee-book" from 1619-1633 appeared in J.R.S.A.I. Vol. IX (1867) pp.23-32, 139-175, 239-248, at which point the work seems have been abandoned. This contains some errors and omissions but none of serious importance. The accounts and notes for the remaining thirty-three years (1634-1666), dealing chiefly with his

practice in Dublin, with periodical visits to the country, are kept in the same form as the portion which has already been printed and present only such new features as arise naturally from the passage of time and change of scene.

2. Records of transactions concerning finance and land (in which he speculated extensively) before and after the Cromwellian War. With these may be placed various accounts for building work and household supplies and one or two personal letters. All this secion is in English.

Printed in full this section would occupy some 50 pages, but if summarized could be reduced to, say, 20 pp. or less. One item, *re* pawning of jewels by "Dame Elis Ny Neyl," Dowager Countess of Antrim, is given verbatim by Lenihan (*op. cit.* p. 155).

3. Latin verse (mostly hexameters) composed by Dr. Arthur and dealing with—

(*a*) his own family and his own career.

(*b*) public men of his day.

Lenihan printed some English translations from Dr. Arthur's Latin verses : see J.R.S.A.I. vol. *cit.* p. 19 and his *History of Limerick* passim. The originals are of considerable interest both on account of the light they throw on contemporary life and people and as an example of the high standard of culture of a 17th century Irish Catholic. This section, if printed in full, would occupy some 35 to 40 pages.

4. Copies of charters, inquisitions and other documents relating to the City of Limerick, lists of mayors and sheriffs, and copies of correspondence relating to Edmond Sexton of Limerick and the Desmonds (temp. Henry VIII). Partly in Latin, partly in English. Lenihan has summarized, and in some cases printed in full, many of the documents in this section, *e.g.*, the Sexton correspondence (*op. cit.* pp. 85-87); the Papal Bull of Consecration of Archbishop Creagh (*ibid.* p. 118) and the lists of mayors and sheriffs (*ibid.* p. 692 *et seq.*). In the last named, however, the original contains interesting matter not used by Lenihan, as may be seen by reference to Plate XIII. The unpublished material in this section would not exceed twenty pages of this Journal.

5. Copies of five wills, 14th to 16th centuries. In Latin.

6. Catalogue of books in Dr. Arthur's library.

The number of books listed is approximately 275 (details of the editors, etc., often occupy several lines). This part of the MS. is considerably damaged and consequently illegible in parts. All the books except seven are works in Latin, many of them of a medical character.

The publication of the manuscript itself, which begins with this number of the Thomond Archaaeological Journal, is now undertaken here with the consent and approval of the Irish Manuscripts Commission. The whole manuscript will not be printed *in extenso* for two reasons : first, portions of it have already appeared in print; and again, certain documents, such as simple mortgages, are more satisfactorily given in the form of abstracts. The work will be presented in sections, beginning with that numbered 2 in the foregoing brief description. As the various classes of material are interspersed throughout the volume—the fee-book, for example, appears in three separate parts—it would be impossible to follow the pagination sequences of the original in the present edition, but this will, of course, be indicated throughout in the appropriate places.

(Folio 89 r.)

"Benedicta sit sancta et individua Trinitas cujus propitium numen et tutelare nomen semper invocatum est super familiam nostram Arthuriorum Lymmericensium ejus immensam clementiam humilime implorantium. AMEN."

Codex seu Tabulae accepti et expensi

"Here followeth a true accompt of all the fee simples, mortgadges, leases, bills, bondes & dealeings which Thomas Arthure fitzWilliam esquier Doctor of phisick had and hath."

[1]. Records a mortgage by Nicholas Whyte fitz Henrie of Limerick, burgess, 10 March 1624 (1625 n.s.) to T.A. of tenement occupied by Edmond England, next on north side of Alderman Clement Fanning's stone house, for £50; demised to Whyte at yearly rent of £5 for 20 years if mortgage continues so long.

£50 received by T.A. from Whyte, April, 1631, with all rent due.
(This entry is written in the margin).

[2]. Records a mortgage 11 October 1625 by David Fitzwilliam Roch of half a ploughland of Cahiravahilla to Thomas Arthur for £50, let to Roch at £5 per annum rent during mortgage. Redemption money paid by Roch to James Mahown, but neither capital or interest was ever accounted for by Mahown to T.A. This transaction differs from No. 1, in that no term of years is specified.

[2A]. *This transaction, which belongs properly to this section, apears in a different part of the M.S., viz., on folio 5 rect. The original pagination is lost, the early part of the ms. being much damaged. We know, however, from T.A.'s note on folio 100 recto that B.M. fo. 5 is T.A. fo. 8 (vide No. 29 infra).*

"The lease made unto me of Thomcor Castle by the maior sheriffs and Corporation of Lymmerick James Boorke being Maior was dated 5 Martii, anno Domini 1626.

"James Mahowne in my absence payed the 40£ rent thereout yeerely reserved to the Corporations receaver Alderman Dom. Creagh and sithence my owne comming to Lymmerick (*inserted* : in December 1641) I payed" the said rent. Acquittances, duly obtained from the Receiver, "are extant fol[d]ed up within the said lease." Those up to Easter gale 1648 were given by D. Creagh; acquittance for 3 gales to Michaelmas 1649, dated 5 Mar. 1649 (1650) was by James Fox, the new Receiver.

(Folio 89 v.)

[3]. Records a mortgage 30 March 1627 and letting by T.A. to Nicholas Whyte on same terms as transaction recorded in No. 1 supra of two tenements in Tolsel lane and vault under Lord of Brittase's stone house in said lane.

On 1st Oct. 1637 Whyte paid off £25 of the mortgage per David fitz-Oliver Bourk of Kilpyecane; on 6 Dec. 1638 Bourk discharged the remaining £25 for Whyte, and Whyte then paid all rent due to that date viz £49 10s.

[4]. Records mortgage by Downe O Nihill 27 July 1627 of his house in Mongret Street to Thomas Arthur for £10; same let by Thomas Arthur to O Nihill for 20s. per annum rent for 10 years, if mortgage continues so long.

On October 29, 1629 O Nihill redeemed the mortgaged lease and discharged all rents due.

(Folio 90 r.).

[5]. Records mortgage by Henry fitzEdmund Bourke 3 Aug. 1627 of his lands of Kissiquirk to T.A. for £40; let by T.A. to Bourke for 16 years or period of mortgage for £4 per an. rent.

On 29 Aug. 1631 Bourke redeemed mortgage and discharged all rent.

(Folios 90 and 91 both sides).

[6]. A record of repeated and cumulative mortgaging by John Fitz Theobott Bourke, and after his death in 1636 by his son and heir Walter Bourke, of his lands at Williamstown and Rochestown to T.A., beginning on 21 Sept. 1627 with a mortgage of £25 and amounting in all by an unspecified date soon after Apl. 30 1640 to £552 1s. The rents at which the lands were let to Bourke by T.A. increased proportionately with each increase of the mortgage. On 20 Apl. 1640 Bourke made a three year lease of the property to T.A. and his feoffee James Mahowne for a grain of pepper. On 18 June 1640 Bourke granted to T.A. and Mahowne a release of the property for ever if before 30 Apl. 1641 Bourke failed to repay the £552 1s. "in one enteire payement within James Mahownes dwelling house at Lymmerick." Bourke failed to make the payment but refused to give T.A. possession of the lands until 29 Apl. 1646 when the sub-sheriff of the county of Limerick "by order of the then suppreame Councell" established T.A's. tenant, Thos. Bourke fitzDavid of Ballinloughaine, in possession of the property excepting "the midle storie of the castle and one house within the baune which David Bourke brother of the said Walter in right of his mother detained from me"; moreover the said mother recovered from T.A. half the whole land by virtue of a "pretended Deede of Dower which was dormant ever before." It is asserted by T.A. to be a counterfeit document. Calculations follow as to the amount of interest owing by Walter Bourke to T.A. by reason of these circumstances. He considers that he is entitled to at least 8 per cent "in regarde that dureing that tyme the said Walter made as good use of the land or rather better then [than] in peace tyme wheras corne became far deerer since the wars and that there were but very few or noe contrie charges payed out of lands all that whyle." Even at 5 per cent the interest amounted to £124 4s. Grand total due either £865 or £759 according to rate of interest allowed.

His brother-in-law Patrick Woulfe "who had good insight in surveying lands" gave T.A. a signed statement of the extent of the property as follows: ½ plowland of Rochestown and Walliamstown. 34 as. of arable land besides meadow and turbary Banemore and Carrigenettin 40 ac. Cnockane Glebbine and Gort en tobbuir 12 ac. besides their pasture "all which arrable amounts to 86 acres of St. Johns Gate measure at Lymmerick," equivalent to 164 ac. Irish Plantation measure, "besides the medowes and turbary which yeelds more proffitt then the arrable land." The latter contained over 40 ac. St. John's measure, making over 204 ac. I.P.M. in all.

(Folio 92 r.).

[7]. Records mortgage by John Herbert, Robert Queyn, Andrew Queyn, James Lilles and Robert Lyllies, 26 Sept. 1627, of £60 to T.A.; rent or interest £6 per an.; all redeemed and discharged 18 Oct. 1639.

[8]. Records mortgage by Rickard fitzWilliam Bourke, 7 Apr. 1627, of castles and lands in Williamstown to T.A. for £180, and letting by T.A. for 9 years or period of mortgage at £18 per an.

On 15 Oct. 1632 Theobald Lord barron of Brittase (to whom the reversion had been sold by Bourke unknown to T.A.) redeemed the mortgage and discharged all rents due.

[9]. "Sir William Parsons knight barronett and Mr. of the wards bestowed on me the alienation of Williamstowne made by the said Rickard [*vide No.* 8 *supra*] to the said Lord barron for which John Bourke fitz Thomas of Lymmerick bourgeois on the 25th of May 1633 did compound with me and gave me the adward of Mr. Nicholas Loftus then surveyor of the court of wards who adwarded me but sixteene pounds ster." John Bourke passed bonds to T.A. for payment of £8 by 2 Feb. 1633 (1634) and £8 by 23 June 1634, but was (*fo.* 92 *verso*) "soe slowe a payemaster" that T.A. had to sue him for both payments which were then made.

[10]. Records mortgage by Derby O Nihill 5 Sept. 1628 to T.A. of lease of "cadgewoorke house" built by him in Mungret Street, for £5; let by T.A. to O Nihill for 10s. per an. No term of years specified.

On 17 Sept. 1629 O Nihill redeemed the mortgage and paid year's rent due.

[11]. Records transaction similar to foregoing with Patrick O Nihill of Mungret Street: 6 Sept. 1628. same sums. Redemption 20 Sept. 1629.

[12]. Records a mortgage by Hector Arthure 30 Sept. 1628 to T.A. of his "cadgewoorke house on the east langable north of Thomas Creagh's stone house" for £30, let to him by T.A. for £3 per an. Further mortgage of same house 30 March 1632 for an additional £20, rent being increased proportionately. Further mortgage of same house (*Folio* 93 *r.*) 7 Feb. 1636 [1637] for additional £110, rent being increased proportionately.

On 12 Aug. 1639 principal and rent discharged by Alderman Pyers Creagh fitzAndrew, to whom Hector Arthur had sold the fee simple of his house.

[13]. Records mortgage transaction (£20; int. £2 per an.) 1 Oct. 1628 with Robert fitzDavid Ryce and Patrick fitzJames Woulf similar to several foregoing (position of house unspecified). Redemption 3 Apl. 1638.

[14]. Records similar transaction (£12; 24 s.p.a.) 13 Oct. 1628 with Richard Ronane (William Ronane and William Leynchie guarantors). (*Folio* 93 *verso*). Redemption 25 Oct. 1629.

[15]. Records similar transaction (£60; £6 p.a.) 21 Nov. 1629 with James FitzEdmund Power (a stone house). Redemption 1 June 1633.

[16]. Records similar transaction (£40; £4 p.a.) 23 Nov. 1629 with John Ryce fitzWalter re his tenement in the south suburbs next adjoining Thomas Whyte's stone house. Redemption 4 June 1633.

[17]. Records similar transaction (£40; £4 p.a.) 29 March 1630 with John Merony fitzThomas, who held mortgage on house of John Bourke fitz-Richards.

Redeemed on 9 Apl. 1633 together with another £40 specified in deed of mortgage belonging to T.A's. sister-in-law Mary Arthure widow of John Creagh of Kilmallock which sum was duly handed over by T.A. to Dr. John Creagh by the said Mary's instructions.

(Folio 94 r.)

[18]. Records letting by T.A. 24 July 1630 of the north shop and "soller" of his house in Mongrett Street to Edward Woulf and Phillis Creagh for 50s. per an., reduced to 40s. by his wife in T.A's absence.

Rent paid fully till July 1646 then raised to £3 per an. "whyles I shall be pleased to continue them there."

Payments noted up to Candlemas 1651.

[19]. "5° Aprilis 1630 I cleered accompts with my brother-in-law Patrick fitzJames Woulf of all the monyes which he borrowed of me from tyme to tyme to buy him sheepe horses and theyth corne, and thereby it appeared that he remayned indebted unto me in the summe of neynteene pounds seaventine shillings and 4d. ster. for the due payement whereof by the first day of April 1631 the said Patrick his brother-in-law James Roch fitzThomas acknowledged unto me a poenal bond dated 10° Aprilis 1630. Whereuppon I then delivered to the said Roch 4 rings of gould the amber and correll braseletts belonging to Ellis Arthur he haveing taken his voluntarie oath to restore the same unto her immediately after that her husband Patrick Woulf aforesaid would satisfie content and paye him the said James Roch the said summe of 19£ 17s. 4d. ster. for which he became bound to paye me in the behalf of the said Patrick as aforesaid."

(Folio 94 verso)

James Roch paid James Mahowne on 27 June 1631 but Mahowne only accounted to T.A. for £14 7 4 leaving the balance due by him to T.A.

[20]. "Mr. Geyles Boudines & Mr. James fitzJames Whyte have sould unto me by their bill of sale dated 1° Aprilis 1631 400£ woorth of English butter and tallow uppon condition that I should restore them the same whensoe-ever theye should paye me twoe hundred pounds ster. with the forbearance or interest thereof after the rate of X£ per centum whiles they should detayne that monye uppon their hands."

Upon payment on 21 Nov. 1631 by Boudines and Whyte of £200 together with £12 (seven months and twenty days interest) T.A. restored to them their butter and tallow.

[21]. Records mortgage transaction, 1 Nov. 1631, similar to No. [10] supra (£300; £30 p.a.) with Alderman Pyeres Creagh fitzAndrew of stone dwelling house in Our Lady's Parish. Redeemed 15 Nov. 1635.

(Folio 95 r.)

Gurtine Mc Terrelagh Cuilnamuck & Gurtine nahamana being parcells of Enshimore were challenged by Moriogh Hyky whom I shued untill the wars began.

[22]. "Daniell fitz Terlagh o Bryen of Annagh in Oormond esquier 1° Decembris 1631 sould unto me the absolute fee simple of twoe plowland & a quarter of a plowland wanting one eight & fortieth parte of a plowland in the cantred of Arra & parish of Teample en chalha neere Beall an aha called & knowen by the names of Enshimore, Ballimolowna, Keill-leassabryen, Cuillruoe, Leackabreack, Meynichaine, Sheannrade, Gortdris-leagh, Sheanndroume, Gortnamuck, Droumrouisk in Garrinatinnikyle & Pullochbryanner with the fishing weares or sothies thereunto belonging in the river of Sheannan for wch I have payed unto him the said Daniell the full sume of two hundered & twentie pounds ster. as by his speciall acquittance for the same besides his acknowledgment thereof in the boddie of his deede of feoffement may appeare & by the particual Note Kennedy McDonnogh o Bryen foster brother of the said Daniell that very day 1° Decembris 1631 sould unto me the half quarter of the plowland called Mehannach and the half quarter of the plowland called Droum na kearten both parcells of Inshimore aforesaid for the wch I gave him the said Kennedy one & thirtie pounds ster. as by his particular acquittance for the same besides his acknowledgment thereof in the boddie of his deede of feoffement aforesaid wherein he ioyned with the said Daniell O Bryen in the sale of all those lands comprehended in One Deede doth & may appeare, & by the particular Not fol 123. To warrant & defend all the premises lands against all persons whatsoever unto me myne heyres and assignes Moriartagh O Bryen sonn & heyre of the said Daniell after his father's death & the said Kennedy McDonnogh have procured John O Kennedy of Douneally, William O Kenedy of Liss en arriged & Connor o Clearih of Bruodyr all gentlemen of Ormond (95 *verso*) to be-come bound with them in one thousand pounds bond of the statute stapule acknowledged unto me at Lymerick 6° January 1636. I have beene in the quiet posession since Easter in anno Domini 1632. And because the said Daniell O Bryen promised me to cleere all the meares & bounds therof from such of the neighbours as did incroatch thereuppon, I have demised all the premisses to him the said Daniell for one yeare begining Easter 1632 at 24£ rent which he payed me but did not cleere the meares & bounds according his undertaking & promise.

Done aylley is 1 plow-land & ½ Lisenarigid is ½ a plowland Bruodir is 1 plowland

10° April 1634

After that I demised the premises to Flann McBruodine & to Kennedy McDonnogh aforesaid for twelfe yeares at the yearely rent of twentie & fowre pounds ster. payable by equal partes at Michelmas & Easter yearely; & that they should inclose 4 acres of the said demised lands with a ditch 3 foote deep & 4 foote broade besett with whythorne quick setts every yeare during the said tearme whereare soe ever I should appoint the same to be don. And that they nor their undertennants should not cutt anie of the woods standing uppon the premisses. They intred into the premisses at May 1634 & devided the lands betweene them, Kennedy held Balimoluna & Flan held Enshimore until Alhalloutyde 1636 & then Flann departed thence without my privitie haveing payed me noe rent all that tyme, nor performed anie parte of his covenants for which I shued him 20° Decembris 1636 before the Lord Lieutenant Wentworth who uppon the certificate of Robert Lord Dillon of Kilkenny West in October 1637 adiudged

& they to pay the homage & all subsidies & countrie charges

Flann Mc-Bruodyne his accompts for the rent

unto me uppon the said Flann McBruodine what is hereafter specified vz the reserued rent aforesaid of 12£ per annum & the forbearance therof since May 1634 untill 30 October 1637 which amounted to the summe of 35£ ster. And for his fayler of makeing his share of the inclosures aforesaid being esteemed to be 120 pearches at 4d. the pearch he was adiudged

folio 96 *r.*

to paye one 1£ 13s. 4d. ster. for the subsidies which by his covenant he was bound to discharge for me & did not he was adiudged to paye me 10s. ster. And for the costs of the shuite I was allowed thys [:] for learned counsell for drawing my petition 10s. ster. for the Lord Lieutenants Order gotten theruppon 6s. 6d. for the footeman's wadges who sherved the same Order to Flann 33s. for the copie of Flans answer 3s. for Counsell for drawing a replication thereunto 10s. for the referment gotten thereuppon 6s. 6d. for the footemans wadges who shewed Flan the said Lord Dillon's summons dated 5° Aprilis 1637 & came back from Thomond to Dublin to make affidavit of serveing the said summons 8s. ster. for intreing that affidavit at Sir Williams [Usshers *inserted*] office 16° May 1637 2s. for an atatchment gotten theruppon to make Flan appeare before the Referie the Lord Dillon 6s. ster. all which charges of shuite amounted to 2£ 15s. ster. for the payement of all which unto me he was committed to the Marshialsie out of which to release himself haveing not monyes then at Dublin he intred into bonds of the statute stapule before the Maior of Dublin to paye me all by May next ensueing together with what monyes I have then lent him to paye the fees of the said staple bonds which were 3s. 4d. to the Maior & constables; 6s. 8d. to the clearck for the stapule bond; & 6s. 8d. for 2 defeazances. Monts in al 40£ 15s. ster. the which summe he payed to my use at Lymerick to James Mahowne 16° die Augusti 1637.

Kennedy satisfied & payed his shares of the said reserved rent and dueties & cleered the homages & subsidies which fell due all that tyme, but fayled to make up the inclosures according covenants for which I made him give me satisfaction as Flann gave.

Kenedy Mc-Dono... his accompt for the first rent

On the 20th November 1636 I demised the premisses Lands by indentures for seaven yeares beginning the Michelmas 1636 to Moriartagh fitz-Daniell o Bryen & to Kennedy fitzDonnogh aforesaid at the yearely rent

(folio 96 *v.)*

of thirtie six pounds ster. & a bog worth tenn shillings and they were bound to cast 200 pearches of a deepe ditch sett with duble quicksetts every yeare dureing their said tearme & the same to be made uppon the outmost bounds of the said land continually. And they were to paye all other rents homages, subsidies, aydemonyes, cesses, & countrie charges wherewith the demised lands should be charged dureing the said tearme. And not to cutt nor waste my woods. And to paye me sixpence for every pearch of those inclosures that they should fayle to make yearely as by their lease more at large appeareth.

Moriartagh fitzDaniel o Bryen his accompts for rent

Moriartagh enioyed the one half of the demised premisses lands untill he surrendered me the same at Easter 1639 & satisfied me for the two halfe yeares. And he satisfied unto me the 15s. which were intimated bogs reserved as aforesaid & due 15s. And for the 200 peacres which he should inclose those 2 yeares past be satisfied five pounds & I did forgive him the other fiftie pearches which he ought to have inclosed that other halfe years. And he satisfied unto me the 15s. which were intimated

uppon me to Dublin being for his parte of the duble subsidies leavied in the yeare 1637 which by his lease he was bound to have payed for me.

Kennedy McDonnoghs accompts for the second rent

Kennedy McDonnogh enioyed the other half of the demised premisses lands untill he dyed 8° Junii 1639 & payed me thereout the first half yeares rent being neyne pounds ster. due at Easter 1637 And 13s. 6d. ster. towards the next then ensueing Michelmas rent & noe more: soe as at Easter 1639 he stood indebted unto me in the inst summe of fortie three pounds eighteene shillings ster. wherof 35£ 6s. 6d. was due in arreares of rent for the twoe yeares past & 6£ 5s. due for the 250 pearches of inclosures which he hath not made & 15s. ster. due for his parte of the subsidies levied in the yeare 1637 which by intimation then made I payed at Dublin which by his lease he ought to have payed *(fo. 97 r.)* for me in the proper countye & tenn shillings due for his parte of the bogs reserved on him by his said lease & 1£ 1s. 6d. costs expended in shuite against him [?]° Septembris 1638. To recover which moneyes with wwhat other debts he owed me for other respects hereafter to be specified folio 120 page [?] I had noe other meanes left but to shue out the Administration of his goods out of the King's Court of faculties or Proerogative whereby I gott much truble & but very litle of the debts which he owed me as shall appeare by the accompt therof mentioned folio 120 aforesaid et foliis 121 & 122.

The said lands by the meanes aforesaid being come to my owne hands I resolved to have kept the plowland of Inshimore & and the quarter of Kuilroe in my owne hands & to stock it with catle wherin I have imployed [*blank*] pounds ster. as appeareth by the particular Note of accompt therof specified folio. And I demised the rest of the said lands in mannner following viz. the quarter of Leacka breack & the half quarter of Sheannrade being parcells of Ballimolouna (demised for three yeares and a half begining at Michelmas 1639 to Owen Hiky for tenn pounds ster. a fatt large mutton a hog rent per annum, himself discharging all other rents, homages, subsidies, ayde monyes, loane monyes, cesses, taxations, and all manner of countrie charges wherewith that proportion of land shalbe charged with dureing that tyme, as by the lease therof past dated 9° Septembris 1639 more at large appeareth.

Owen Hicky .

19° Octob.

The other half myre of this was wrongfully detayned from me by Donnogh en Catha o Bryen for which I was sueing him untill the wars began

The said Owen Hiky payed me all the rents & duetyes reserued out of the premisses untill Easter 1641, and of Michelmas rent 1641 he payed me but 2£ 15s. Soe as there remaynes due on him therof 2£ 10s. & a hog besides the yearely rent the rent accrueing due since these commotions dureing the tyme of his residence thereuppon which was untill [*blank*]

The half myre of Sheanndroum being the two and thirtyeth parte of a plowland I demised to Ee oHiky for *(folio 97 v.)* three yeares begining at Michelmas 1639 for twentie shilling ster. rent per annum he dischargeing his proportion of all countrie charges as aforesaid as by his lease date 10° Septembris 1639 appeareth.

He payed the said reserved rent due untill Michelmas 1641 inclusive.

Ee Hicky

Richard Merony

The quarter of a plowland in Moynichaine & Gortdrisleach & a third parte of half a plowland in Keilleassabryen I demised to Richard Merony of Lymmerick marchant for three yeares beginning at Easter 1640 for the rent of tenn pounds tenn shillings ster. a large fatt hog and a good mutton per annum dischargeing his proportion of all other rents and countrye charges as aforesaid as by his lease dated 4° Martii 1639 appearethe.

He payed the said reserued rent duely untill 29° Octobris 1641 being for one yeare & a half.

John buy o Lurkaine

The half quarter of a plowland in Droumrouiskpurcell of Garrinabinny ile & a myre in Pullaghbryanner I demised to Sheann buy o Lurkaine for three yeares beginning at Michelmas 1640 at foure pounds ster. rent per annum a fatt large hogg & a good mutton. He dischargeing his proportion of all cheefe-rents and countrie charges as aforesaid as by his lease dated 14° Octobris 1640 appeareth. He owes a yeares rent & the reseruations aforesaid ending at Michelmas 1641 for which I petitioned against him [*blank*] to the then Justices of Asseizes & being summoned did not appeare Vide plura folio 126 hujus libri. He enioyed the fearme until 9° Decembris 1641 & then departed.

Donal oge McKeogh

By reason of a certaine Order or Compromise made before Daniell o Bryen Esqr. aforesaid & ould Mleaghlen McKeogh I must have demised the half quarter of Gortnamuck & one myre in Pullaghbryanner as aforesaid with the fishing weares or sothies thereunto anciently belonging to Donnell oge McKeogh for five yeares beginning on May 1639 at the rent of tenn shillings ster. onely per annum as by his lease which I past to him theof dated the first day of October in anno Domini *(folio 98 r)* 1639 more at large appeareth.

[23]. Records a mortgage transaction, 27 July 1631, similar to [No. 21] above (£100; £10 p.a.) with Dr. David Ryce. "His uncle my brother-in-law Mr. David Roch of Cahiravahalla was bound for the warrantie thereof." Stone house, location not specified. Redeemed 3 March 1638 (1639).

[24]. Records a similar transaction, 2 Aug. 1632, (£100; £10 p.a.) with John Arthure fitzChristopher of "his towne and lands of Ballinaclohy." John Arthure also borrowed £11 9s. 6d. in June, 1633 from James Mahowne.

Mortgage redeemed and loan repaid 6 May 1636.

[25]. Records mortgage or loan transaction, 12 Oct. 1632, (£240; 24 p.a.) with Nicholas Lawles, alias Lyllies. Robert Lyllies, brother of mortgagor, bound for security. It is described by T.A. as a mortgage but as no property is specified it should perhaps be more properly regarded as a loan at 10% per annum on the personal security of Lyllies and his brother.

The redemption was in this trasaction effected by repayment, in each case with all rents due to date, in three instalments, the last being on 4 May 1639 *(folio 98 verso)*, Henry Harte, son-in-law of Nicholas Lyllies having become an additional security on 1 May 1636. Two of the payments were made to James Mahowne.

[26]. Records transactions similar to foregoing, 22 Jan. 1632 (1633) (£40; £4 p.a.) with Phillip Sexten, Robert Lyllies aforesaid being security.

Sexten duly paid the "rents"' or interest till Jan. 1647 (1648). Later "Having no money" Sexten assigned on 6 Mar. 1649 (1650) "a debt of seaven pounds due by bill to him uppon Edmund oge Fitz Gerrald, of Killisurigh in the county of Lymmerick, gentleman, & Patrick oge Purcell, of Ballina-carrigie in the same county gentleman, payable by the first of November 1649 under payne of 14£ forfeiture, beareing date primo Septembris 1648, in presence of Thomas Bourk, Edm. Bourk, Jam. oHea, Edm. Bourke. The said assignement was in presence of Sir Domin Whyte, James Doynne, Thom. fitzthom. Power, Patr. Sexten & Edm. Bourk and 2 Junii I accepted

of the said Ed. FitzGerald & Robert & Thomas o Donnowh their bills for the said summe payable 3£ 24 Junii and 4£ 31 Octoris 1652."

(Inserted, same hand)

"1652. 9 Julii 1652 they payed the 3£ and receaved their first bill and 1° Decembris they [p]ayed 3£ 10s. 6d. rest 9£ 6s."

(folio 99 recto)

[27]. Records mortgage transaction similar to No. 21 etc. *supra,* 26 Jan. 1632 (1633) with Alderman David Comyn of Limerick, his son and heir Nicholas being bound as warranty, of stone house next the shambles in south suburbs of Limerick (£50; £5 p.a.).

Redeemed 25 Jan. 1637. [1638].

[28]. Records transaction similar to foregoing, 6 Feb.. 1632 (1633) with Alderman James Stretch fitzJohn of Limerick, his son and heir Thomas being warranty, of stone house near "the newegate." (£100; £10 p.a.).

Stretch soon fell into arrears with the rent. On 15 Feb. 1636 (1637) he passed a bond to T.A. for arrears of £32. He paid various sums towards rent and arrears from time to time. *(folio 99 verso).* The amount due on the bond was partly met by rent paid direct to T.A. by the tenant of the house in question viz. Thomas Stretch fitzPatrick. This arrangement continued till Michaelmas 1648. T.A. then adds, apparently at some later date (for there is a difference in the ink and also in his handwriting). "& James hindered anie further payment to be made to me ever since though I was cessed for the same as if I had receaved it."

(folio 100 recto)

[29]. "The Lord Deputie and councell of Ireland uppon the petition of Thomas Donnoghow then protestant rector of St. Laurence neere Lymmerick did licence and authorise Mr. Andrew Creagh fitzAndrew then maior of Lymmerick (in the behaulf of the Corporation of Lymmerick who are laye patrons of that Rectorie) and Frauncis Gough then protestant Bishop of Lymmerick to joyne with the said Thomas Donnoghow in passing and perfecting unto me a lease of a tennement in Mongreett street belonging to the said Rectorie (right over against my owne stone house in that streete) for the tearme and space of six score yeares begining the 20th day of June in anno Domini 1632 at the yearely rent of five shillings ster .... which was by the said parties then past and perfected in courte in a full Assembly."

In T.As absence from Limerick James Mahowne paid the rent regularly to the said rector but after his visit to Limerick in Dec. 1641 and subsequently T.A. paid it to the "Catholique Rectors thereof." He refers to folio 8° hujus libri pagina B where the transaction is described in rather more detail. The early part of Dr. Arthur's MS., containing folio 8, is considerably damaged and the folio numbers being on the corner of the page are lost. The folio in question is numbered 5 in the British Museum pagination (See No. 2a *supra*). The particulars there given are the same as on folio 100 except that T.A. adds there that the tenement is a "waste messuage" and that the date of the last acquittance he received from the Catholic rectors was 17 Nov. 1649.

(folio 100 verso)

[30]. Records mortgage transaction similar to No. 21 etc. *supra* 2 April 1633 with Alderman David Comyn his sons Nicholas and Thomas being bound as waranties, of "his new stone howse next to the Lord Barron of Brittase his howse," Our Lady's Parish (£60; £6 p.a.).

Redeemed 9 Apll. 1636.

[31]. Records mortgage or loan transaction similar to Nos. 25 and 26 supra but with no collateral security 1 May 1633 with Domynick Tyrry of Limerick "burgeois" (£20; £2 p.a.).

Redeemed 9 May, 1634.

[32]. Records transaction similar to foregoing, 2 May, 1633, with William Lodge and Aurelius Emlyne (£10; £1 p.a.).

Redeemed 12 May, 1634.

[33]. Records mortgage transaction 20 May, 1633, similar to No. 21 *supra* with Sir Geoffrey Galway "the layor [lawyer] & baronett," of all his houses, tenements and gardens in Mongrett Street and in the south tangable thereof. (£100; £10 p.a.).

Sir Geoffrey died 29 March 1636, having paid the rent regularly during his lifetime. From that date till 23 May 1638, one of his executors, William fitzWilliam Creagh, continued to pay the rent regularly.

(folio 101 recto)

"But since May 1638 neither his heyre nor executores payed me anie rent wherby 3 yeares and a halfs rent before the warrs were fallen due to me being 35£ ster.

"They owe me also for the six levyes of subsidies graunted in the first parliament which was kept in the Lord Wenthforth's tyme. And for the first levye made of the subsidies graunted in the second parliament held in his tyme all amounting to 3£ 10s. ster. for ould Sir Geoffrey promised to save me indemnified from all manner of taxations. And yong Sir Geoffrey in presence of Boetius fitzDaniell Clanchey, Phillip Sighaine & William Creagh aforesaid [in Hyllarie tearme 1640 *inserted in margin*] promised me at Dublin in his lodging at St. Nicholas Street that he would paye me my principall summe with all the arreares of rent, and the said subsidies and all the charges I expended in sueing his grandfathers executores in the Court of Common please, if I were pleased to desist from anie further proceeding therin, whereuppon I gave over that shute. Yett he never payed me that May ensueing according his promise nor ever since.

The charges expended in the suite in the common please are these viz.

To my atturnye Mr. Steephen Steephens or his mann Henry Leigh	3£	1s.	4d.
To the Register of the courte of faculties for 3 severall copies which my councell thought needefull to have		7s.	6d.
For private search and abstracts of offices post mortem in the Master of the Rowles office		3s.	6d.

To the footeman which delivered the writt issued against Executores to the sheeriff of Lymmerick wheruppon they were attached 3s.

To Councell fees for 4 tearmes viz terms paschae et termo Trinitatis 15° Caroli et termo Hillarii 16° Caroli et termo paschae 17° Caroli 2£ 0 0

Monts 6£ 7s. 4d.

[The years 1639, 1640, 1640 are indicated in margin]

(folio 101 verso)

And wheareas the said yong Sir Geoffrey did fayle to performe his said promise I petitioned against him to the Lord Lieutenant James Marques of Ormond 4° Julii 1649 which cost me to conncell for drawing the petition Xs. And the Order of Referrence gotten there uppon 6s. 6d.

They owe me alsoe all the arrearres of rents due since these warrs: wheareas the places mortgadged yielded as much rent since then, as they did in peace tyme: and are since much improved; and that I payed all taxations and cesses out of them as if I had realy receaved the benefitt of them."

[34]. Records mortgage transaction similar to No. 21 *supra* 3 Nov. 1633 with John Ryce. This was a renewal of transaction No. 16 *supra* but at £60 principal and £6 rent.

Redeemed 11 Nov. 1635.

n.b. John Ryce was T.A's uncle. In this and all similar cases T.A. extracted no interest in respect of the short period of grace allowed for redemption.

(folio 102 recto)

[35]. Records transaction similar to foregoing, 16 Aug. 1634, with Owen o Molouna, his brother in law, Edmund Fanning being bound as warranty, of his lands of Ballivruochaine, Co. Clare, (£50; £50 p.a.).

Redeemed 28 Aug. 1637.

[36]. 21 Jan. 1634, "Uppon Mr. Nicholas Lawles or Lyllies aforesaid (*vide no* 25 *supra*) his letter beareing date the 15th day of the same Januarie I delivered to Mr. Henry Harte aforesaid and to John Lyllies at Dublin the sumne of ffoure & twentie pounds tenn shillings ster. as by their acknowledgement of the receipt thereof indorsed uppon the same letter appeareth."

Loan repaid by Nicholas Lyllies 29 Aug. 1635 to James Mahowne at Limerick. In this case the word mortgage is not used and no interest was charged on the loan.

[38]. "The Lord Henrye o Bryan Earle of Thomond 19° Martii 1635 did lease unto me for ffourescore & neynteene yeares three plowland and a half in Creatlagh more and Portreyne at the rent of a redrose at midsummer or a graine of pepper if it be demanded. Uppon condition that if his honor, his heyres, executors or assignes doe within six months after warning be given them by me, my heyres, executors or assignes, pay us in one whole summe and enteyre

[A marginal note inserted here apparently at a different time but in T.A.'s hand gives certain acreages in Kilely and Kilfentenan parishes in 1637, but as the ms. is frayed at the margin some of these are obliterated].

(Folio 102 verso)

These 3 plowland by the survey made in the Earle of Stratford tyme contayne 720 ac.

payement the summe of one thousand [& fiftie *inserted*] pounds ster. with all the arreares of the interest therof then the said lease to be expired.

William Brickdall and George Coulpis esquiers are bound with his honor in bonds of the statute stapule for the warrantie and performance of covenants. His honor by a speciall note under his hand is bound to save me from all subsidies and other countrie charges to be imposed uppon that land dureing that mortgadge.

The Civil Survey Jurers were these 2° March 1635
Robert Starky
Terlagh McMahowne
Paul McNamarra
Neptune Blood
Thomas Hickman
Capt. Thomas Cullen
Thomas Clanchy
Georg Clanchy
Thomas Fanning
John McNamarra

Edmund Lord Barron of Castleconnell who in right of his wife the Ladie Margarett Thornton the relict of Donnogh o Bryan of Carrigoguynill was tennant to the said Earle in the premises did atturne tennant unto me and payed me dureing his life a hundered pound rent thereout per annum. And since his death his relict the said Ladie dowager Margarett of Castleconnell payed me duely every yeare one hundered pounds ster rent therout until Easter 1642 inclusively. But even since then payed me noe rent therout and yett detayned from me the lands [*continued on same line but evidently added later*] until shee deserted it in anno 165 (sic)"

(folio 103 recto)

[39]. " Jouan nyn David Houragaine who nursed my second daughter Dymphna had from me by way of loane the matter of three ponds ster 3 Februarii 1635 for the repayement wherof when I please to calle for it, her silver cup stands for a pledge in James Mahownes custodie."

On 23 Oct. 1645 her young nephew David Houragaine paid T.A. £3 11s. 0. He gave the 11s. to Joan "as belonging to her of right." The cup was returned to her by Mahowne.

[40]. Mortgage transaction similar to No. 21 etc, 3 May 1636, with Donnogh McNamarra, Patrick Purcell of Ballihnacarrigih, Co. Limerick, being bounnd as warranty, of his lands of Creatlagh Keal in Barony of Bunratty (£60; £6 p.a.).

In order to obtain payment of rent T.A. had to sue McNamara in the Court of Common Pleas on the second occasion 16 Feb. 1639 [1640] Patrick Purcell aforesaid, Patrick Purcell of Croagh and James Fitzgerrald of Pallis acknowledged a judgement of £100 which was defeazanced upon payment by them of £84 8 0 in 1 July, 1640 to James Mahowne fo T.A.

(folio 103 verso)

[41].

On 7 July 1634 William Fitton of Any Co. Limerick, covenanted to make a 41 year lease to T.A. of the whole plowland of Gortnacluona, Bar. Small County, near the Hill of Any, for £20 down and £40 per an. rent delivery by Fitton and his feoffee Edmund Mainwareing by Feb. 1 following, by special covenant T.A. being exonerated from "all thirds, dowers,

kings rents, compositions, impositions, ayde monyes, subsidies, cesses, presses, relifes, souldiers reising forth and all other countrie charges." Rent to cease during any wars or insurrections in Munster and term of lease to be correspondingly extended. Fitton having failed to perfect lease T.A. petitioned Lord Deputy Wentworth, who in 17 June 1635 referred the examination of the controversy to Robert Lord Dillon of Kilkenny West Privy Councillor. An order was made on 9 Sept. 1635 commanding Fitton, as soon as he had redeemed the said lands from William Haly to perfect the lease and to pay £2 interest on the £20 fine advanced by T.A. (104 *recto*) T.A. understanding from Haly that the lands had been redeemed by Fitton in Jan 1636/7, tendered lease to Fitton, who refused to perfect. A second petition to the Lord Deputy in June, 1637 resulted in an order of 28 June 1637 which required Fitton to deliver up possession of the farm. On Fitton's refusal Morgaine Bryan, sub-sheriff to Wm. Haly aforesaid, did on 10 July 1637 deliver possessfion to T.A's brother-in-law David Roch and to James Mahowne. The tenants thereof atorned to T.A. and were to pay £80 to T.A. viz rent agreed upon by them with Mrs. Fitton the May before. One third, however, was paid by them to Robert Freeman, assignee of Annable Browne, relict of Alexander Fitton, deceased elder brother of William, who had only a third part of the estate for dower " because of other widdowes precedent dowers and 3rds due therout," all of which, T.A. asserts, William Fitton covenanted to free him from. On 12 Sept. 1637 affidavit was made stating that on 29 Aug. 1637 Mrs. Eve Travers, wife of William Fitton, while W.F. was in England, entered violently with many of her servants on the farm and took away £46 worth of T.A.'s tenants' corn in lieu of third sheaf. T.A. complained by petition to the Justices of Assizes at Limerick but got no redress as they had short time and multiplicity of cases. In the following October T.A. petitioned the Lord Deputy (104 *verso*). After Eve Fitton had made answer the case was referred on 12 Dec. 1637 to Lord Dillon whose report was dated 10 Feb. 1637 (1638). On 15 Feb. the Lord Deputy ordered Eve Fitton to restore the corn or make compensation in cash in accordance with the award of Teig Grady and Derby Grady. This "she most unwillingly performed." On 12 July 1637 Robert Freeman, tenant to Annable Browne, entered the farm, not acquainting T.A. with her rights. A petition to the Lords of Assizes at Limerick against these two and Annable Browne's second husband, James Gould, proving unavailing, in October T.A. petitioned the Lord Deputy "whereunto they answered that the said Anable by a writt of dower and by an adwarde of Edmund Lord of Castleconnell and Lewes Walsh was to enioy a third of two third partes of the said lands" and that TA's landlard William Fitton yielded thereto whereby T.A. "was concluded being precedent" to his interest in the premises. T.A. being "at great charges" in prosecuting these three suits petitioned the Lord Deputy to recover them, who referred it to Lod Dillon aforesaid on 15 Feb. 1637/38. On getting Dillon's report the Lord Deputy made an order 2 Apl 1638 that Fitton should pay T.A. £10. T.A. complains that as his expenses, which he enumerates in detail, (*folio* 105), amounted (*folio* 106) to £14 16s. 6d. the award of £10 was inadequate. He adds that he never recovered a penny but expected to deduct this amount with other sums and refers to folio 107 R. & V.

On 2 Aug. 1634 William Fitton had covenanted to mortgage to T.A the said plowland for £420 which Fitton prayed T.A. to have "in arreddienes" by 17 Mar. 1634 [5] so that Fitton could pay this sum and other

moneys to William Haly in acquittal of the said plowland and other parts of his estate which were mortgaged for £1,000 to Haly. T.A. forthwith made a part payment of £60 stating that the balance was in the hands of his brother-in-law James Mahowne at Limerick ready for Fitton's use "ever sithence the first of March last past at which time the said Mr. Fitton had the first communication with me about this mortgadge by my cousin Nicholas Powers mediation in Hillarie tearme before." T.A. in consequence missed suitable opportunities of laying out £400 profitably with Geyles Bowdine, Donnogh McNemarra and others (*folio* 106 *v*) believing in Fitton's good faith, promised and bound himself to keep the said money available, Fitton failed to redeem the lands from Haly "and did from tyme to tyme by his severall letters praye" T.A. to keep the money and assured him "by the word of a gentleman" he would "consider" him for the "forbearance therof" and would not see him "to louse anie thing therby." After two years patience T.A. sued Fitton "in the Channcery of the Excheker" in Dec. 1635 for £60 together with interest on £340 left idle. In May 1636 "by intreatie of freinds" the matter was submitted to Richard Martine and Robert Ussher "learned in the lawes" who on 23 May awarded T.A. £49 5s. interest payable with the £60 advanced.

On 2 Nov. 1636 Fitton paid £100 leaving £9 5s. outstanding which T.A. proposes to deduct from rent together with other sums as follows :

folio 107 *r. appears in facsimile opposite this page and need not therefore be given here.*

(folio 107 *v.)*

"or in behalf of my said landlord wherby to convince her."

"A note of what are due to me uppon Mr. William Fitton which I expect to deduct & stop from him of the rents due to him on me out of the ploughland of Gortnacluona"

	£	s.	d.
One ninth of 1 year's rent @ £80 p.a. paid to Robert Freeman, Annabelle Brown's tenant £8 17 8 plus "one whyte groate"	8	17	9
One ninth of $3\frac{1}{2}$ yrs rent @ £90 to Michaelmas 1641 paid to R. Freeman	35	0	0
3 yrs interest on £20 in accordance with Lord Deputy's order of 9 Sept. 1635	6	0	0
Bal. due of order on Fitton "conceaved by" Richard Martin and Robert Usher 23 May 1636	9	5	0
Due by Fitton in accordance with Lord Deputy's order of 2 Apl. 1638	10	0	0

(folio 108 *r.)*

"And he owes me for the six entyer subsidies graunted in the first parliament held in the Lord Wentworth's tyme which which were levyed in 12 levys & was driven to paye seaventeene shilling & six pence at every levye. And the tennants were wrongfully forced to paye John Downings sub-collector therof eighteene shillings & eight pence sterling wherof I could get no redress all which doe amount to Aleaven ponds pounds two shillings & eighepence. And for two leavyes made of the subsidies graunted in the second parliament in the said Lord Wentworth's tyme seaventeene shillings 6d. at each

levye both being one pounde fifteene shilling sterling all which with what soever of the like nature the said Mr. Fitton by his said covenants was bound to pay for me or free me from, which he did not. Ther fore he owes me the said sum of twelf pounds seaventeene shilling and eight pence ster."

£	s.	d.
12	17	8

Paid to John Bagott collector towards building House of Correction which being a country charge Fitton should have paid according to his agreement

17	6	

On account of "the severall wrongs & iniuries" which Robert Freeman did to T.A's tennants "in that land" he was driven to allow them 23s. of their Michaelmas rent 1638 of which Fitton should have freed him it being "a dower or thirds"

1	3	0

Ex integro redditu

hactemus summa	£84	0	11
Restant soluenda	£95	19	3

(folio 108 *v.)*

The tenants of Gortnacluona when T.A. got possession of it on 10 June 1637 were Connor & Donnell o Queyltie John & Moriartagh mcTeig mc Shearrha (both deceased at date of entry) William Browne and Connor o Mulryan. T. A. did not remove any of the old tenants or raise their rents for the first year. The rent of the whole was £80 p.a. It was duly paid in irregular instalments (a small part of it in corn) till Nov. 1641. Then, falling into arrears the tenants procured Gerrot Fox as surety (*fo.* 109 *r.*) in a penal bond or £240. Payments were made at intervals. On 12 Apl. 1650 (the last date mentioned) the sum of £47 1 1 was still outstanding.

"In October 1641 the warrs began & William Fitton ioyning with Sir John Browne & other protestant English did pillage the countrie about them and in hope to be protected by them the said tennants admitted the said Wm. Fitton & acknowledged him for their sole landlord wherefore when the Irish Catholique partie prevayled they seased on the said plowland of Gortnacluona with the rest of the said Fitton's estate & converted the same as enemyes lands to the publique use and would not suffer me to enioye the same untill in June 1646 I have been permitted to enioye the same with an expectation that I should pay to the publique the rent therout resesued to the said Wm. Fitton."

On 8 July 1646 T.A. sold "the 3rd sheafe" of the said lands to Dominick Creagh fitzPyers for £50—£10 down and (*folio* 109 *v.*) the balance in instalments to midsummer 1647.

Dominick Creagh having failed to pay according to the condition of his bonds, T.A. and he submitted their variance to the arbitrament of Alderman Pyers Cregh fitzAndrew and Thomas Power, the lawyer, "to which after submission and serios discussion he would not stand. T.A. thereupon sued Dominick Creagh and his sureties in the Tholsel Court, Limerick, where after judgement had been given in T.A's favour the execution thereof was suspended and the matter referred to James fitz-Edmund Fox and Laurence fitzJohn Ryce, chosen by the Mayor and court, who awarded him to pay T.A. "noe more but the matter of [blank] and the rest of what T.A. demanded was allowed to the said Dominick for his disbursements in taxations, cesses and country charges for T.A. viz.

"28° Augusti 1646 he payed to Thomas Haly subreceaver for my share of the 1,000£ applotement made 4° May 1646 3£ 19s. 1d. ster. And Annable Browne's tennant Patr. Bagott her share the whole being 4£ 19s. 6d. ster — £ 3 s. 19 d. 1

He payed to the subsherif James Browne in redemption of his distress which he tooke for his feeze then — 0 5 0

He payed 10° Septem. to James Bagott collector for the Exceize of what I sould the sheafe for one shilling per £ — £ 2 s. 10 d. 0

He payed to an ensigne bearer & 6 souldiers cessed uppon that land for delinquencie of a tax imposed 27° Aprilis 1646 of 4£ 19s. 6d. wherof by the commissioners.

(folio 110 *r.)*

generall of thè province of Mounsters order dated 30° Junii 1646 I and my tennants ought to haue beene free and discharged being imposed & fallen due before May 1646 & which those who held the land from the publique the yeare before ought to have payed. Therfore I delayed payment therof for a weeke hopeing to redress meself and to putt of that wronfull charge which I could not doe & was driven to pay the said taxation out of my owne purse as hereafter shall appeare and the said Dominick payed the said souldiors for their delinquencie 25s. in money & 60 meales meate for which at 3d. the meale he charged me 15s. ster in all 2£ ster. — £ 2 0 0

He payed 15 Augusti 1646 to tenn souldiers & a corporall quartered uppon him there for 24 houres the matter of — s. 0 d. 5 9

He payed to 12 souldiers & a lieutenant quartered on him for 24 houres 12 Augusti 1646 — s. 0 d. 8 6

He payed to one of Captaine Bagott's soldiers quartered for winter quarter for 3 weeks — s. 0 d. 10 6

He payed to 18 soldiers & an ensign bearer quartered on him 9° Octob.. 1646 marching to clochine — s. 0 d. 10 6

He payed to 10 tropers cessed on him 27° Sept. 1646 for 3 dayes & 3 nights 15d. to each per diem — £ 1 s. 17 d. 6

He lost in payes given to reapers bynders and savers of the said corne as many sheafes as came to 13 barrells of beare & 3 barrells of wheate in liew of which he detayned eight eight pounds ster. because Edmund Gripha who did lett & sett the said land the yeare before in the behalf of his Master Dominick Faning tennant than to the publique in those lands said that Edmund Rawleigh Gerrott Rawleigh and Redmond Rawleigh of Ballinamona under tennants to the said Faning in Gortnacluona were bound to deliver the third sheafe therof salf & free from all such payes & duetyes within the said Fanings heegard anie where uppon that land which they denyed to performe which accompts mounts in all — 20£ 6s. 10d. ster.

(folio 110 *v.)*

Besides the aforesaid contrie charges specified in Dom Creaghs note I have myself disbursed that years 1946 untill

May 1647 what ensued viz. To James Browne subsheerife & collector of the 1,000£ tax imposed 27° Aprilis 1646 mentioned in Creagh's note aforesaid my share of 4£ 19s. 6d. being inst. 3£ 19s. 5d. 3 far.

And to James Grady collector for 2 barrells of oatemeale due in Aprill & May 1646 collected 25 Septemb. 1646 and I sent the monye to Dom Creagh to be payed £ s. 1 4 0

And 6° Septembris 1646 I payed Dauid Verdune of the 3£ taxation made in July 1646 of the 1000£ my share being £ s. d. 2 13 4

Besides what more Patrick Bagottt will charge me that he disbursed for that parte of my lands which he held for lease of 3 yeares since Dominick Creagh departed untill May 1647 that he begun his lease from me therin."

(folio 111 *recto)*

[42]. Demise to Patrick Bagot 13 Mar. 1646 (1647) of T.A's share of plowland of Gortnacluona [vide preceding entry] for 3 years from Easter 1647 at yearly rent of £47, "one barrell of wheate, one barrell of good cleane beare and a large fatt mutton payable at me house yearly at Lymmerick," Bagot to discharge "all applotments cesses and contrie charges" thereon. The witness was Thomas Power. T.A. adds that he, Fr. Moris Begaine and Thomas Power fitzJames acknowledge these facts to Patrick fitzNicholas Ryce on the day the demise was made.

"He payed therof yete to me but one barrell of wheate which Phillip Kearney delivered me, and one poore weather about October 1647."

(folio 111 *verso)*

[43]. Loan 2 Nov. 1636 to Ea o Mulfyane of Currihina in Vohney gentleman of £10 to be repaid [blank] 163-. Penal bond acknowledged same day by o Mulryane, Terelagh oge fitz Terrelagh of Balina, Moriartagh fitz-Daniell o Bryan and Kennedy mcDonogh o Bryan.

No repayment recorded. o Mulryane sent 20s. by way of "forbearance" or interest in July 1637 by Conor fitzDonogh o Bryian of Knockane but T.A. refused this hoping in consequence to obtain more speedy payment of the principal.

(folio 112 *recto)*

[44]. *This folio begins with the following* 5 *lines the subject matter of which has no connexion with the preceding entry.*

"[blank, erasure] which was aleaven hundered and threescore pounds ster. whereby the said mortgadge and arreares of rent were acquitted. The three yeares and a halfs rent which I receaved with the said arreares satisfied as aforesaid did amount to the summe of 300£ ster."

[45]. Loan by James Mahowne on behalf of T.A. 3 Feb. 1636 of £40 to William Creagh fitzPyers and Christian Comyn to pay debts contracted by Bartholomew Stackpol in France Creagh and Comyn paid the interest for 2 years. Subsequently Richard Arthure, brother of T.A. collected Stacpol's rents and paid interest and a portion of the principal to Mahowne. Richard Arthure and his father in law Walter Arthure became jointly and severally bound for the balance, which they duly discharged with interest on 12 Feb. 1639 (1640).

[46]. Loan 1 July 1637 of £5 to Mleaghlen mcGormaine and Steephen Creagh fitzPatrick repayable 1 Nov. 1637. T.A. "shewed" them in Lord Deputy's offices; mcGormaine and Creagh with Richard Young the elder (*fo.* 112 *v.*) and Patrick Creagh of Limerick, merchants, acknowledged a penal bond dated 17 Jan. 1639 (1640) to repay the loan, with £1 cost, on 1 Nov. 1640. No interest was charged in this case.

Repayment was made on 29 Nov. 1640 to James Mahowne who accounted to T.A. for it.

[47]. Mortgage transaction similar to No. 21 *supra* 22 Aug. 1637 with Alderman Pyers Creagh fitzAndrew, James Sarsfield and Bartholomew Ryce being bound as warranties, of his stonehouse (*vide No.* 22 *supra*). (£200 and £20).

Redemption 19 Mar. 1639 (1640).

[48]. Mortgage transaction similar to foregoing 28 Sept. 1637 with Dr. Daniell Higine, James Rotch fitzPatricke being bound as warranty, of the lease of the stone house held from Thomas Arthure fitzMartine (£60 and £6).

[49]. *This entry, including the addition referred to on the next folio, has been crossed out apparently by T.A. himself.*

Mortgage or loan transaction 1 Oct 1637 with Thomas Power fitz-Nicholas, burgeois, Henry Casy being security. (£50 and £5).

Part principal and all interest due to date paid to 19 Nov. 1645 (*folio* 113 *recto*). T.A. sued Casey before the Commissionerrs of the Precincts of Limerick some time in 1652. *Added, same hand*: "And the bond is in the clearkes hands. Nich Harrold was my atturney. 1652 10 July I receaved from Henry Cassy in part payment of the 36£ due as aforesaid the summe of £5 Xs ster."

Mariginal Note: "He restored me the said bond."

[50]. "Terlagh oge o Bryen of Beline in Ormond aforesaid 50 Julii 1638 had from me by way of mortgadge the summe of four hundered pounds ster. with & for whome ould Mr. John Cantwell of Droumeinire in Ormond & Mr. Conor o Bryen of Knockane in Duoharra are bound in 1000£ ster. bond of the statute stapule acknowledged to me at Lymerick to paye me the said summe of 400£ ster. & Fortie pounds ster. per annum rent during the mortgadge.

ffortie

He payed me one half yeares rent due 6° Januarii 1638. And never a penny since. Wherefore in August 1641 I shewed him & procured an extant of the said Statute Stapule against him & the rest of his said suerties which my man Phillip o Shighaine delivered to the Sherif Sir [*Christian name erased*] Mc Graih in the beginning of September 1641 & before the said sherife could make anie returne of that Extent the warrs begann which hindered the proceedeings, and in the meane tyme the said sherif and the said Terlagh o Bryen were dead. The procureing of the said Extent cost me five pounds Xs. ster as by this ensueing accompt therof appeares

by Brasel Kelly paid to Jam. Mc-Mahon

	£	s.	d.
I payed to the Maior & constables of the stapule at Lymerick for the Certificate of the statute stapule bond sent by them 6° februarii 1640	00	4	0

And for sweareing the first affid[avit] & intreing therof	00	2	2
And I gave to Councell for moueing the courte the first tyme	00	10	0
And for the Order gotten uppon that Motion	00	3	0
And to a footeman for comeing from Dublin to Belyne Droum-enyre & Knockane to shew that Order & for comeing to Dublin to make affid[avit] therof	00	10	0
for an affid[avit]of shewing that Order and intreing therof	00	2	2
And to Councell for motioning the second tyme in courte	00	10	0
And for an Order gotten upon that motion to gett the Extent, & to the box for intering	00	3	6
the affidavit & Order with the clearck of the crowne	00	6	0
for the feese Or (sic) the kings fine of 400£	02	0	0
for the extent & seale	00	12	0
to a man for goeing to deliver the Extent to the sheerif of Countie of Tipperarie 3° Septembris 1641	00	7	2
monts	5£	10s.	0

And the said Terlagh is bound to me for Ee a Mulryane's debts specified folio 111 pag. B & promised me by his letter dated 16° Junii 1640 to shuie the heyres of the said Ee at his owne charges to make me payement: & that the forbeareance therof was then reddie to be given me.

3° Novembris 1641 intending to goe to Dublin I caled to the said Terralagh for my arreares of rent being sixe score pounds ster 6° Januarii then next ensueing; wherof he gave me the rest by Christmas ensueing either by mortgadging of more lands to me or in reddy money: earnestly praying me to desist anie further proseqution of shuite untill then; wher-uppon I directed him to sir [Terrelagh *erased*] mcGrath then sheerif to signifie unto him that I graunted his said request: but he never since performed his said promise. My daughter Mrs. Dymphna cousine Steephen Stretch the younger Phillip o Shyghaine & Rory o Duirick were present.

Here T. A. inserted in the space between entries [49] *and* [50] *in a very small hand a note concerning a further stage in this transaction which took place some* 10 *years later. He gives the reference: fol* 137 *pag. B (or verso) q.v.*

(folio 114 *recto)*

[51]. Mortgage or loan transaction similar to No. 31 *supra* 1 Feb. 1638 (1639) with Pyers England (£150; £50 p.a.).

Redemption 9 Aug. 1639.

[52]. Loan per James Mahowne 4 Feb. 1638 (1639) to John Myagh fitzwilliam, a young merchant of Limerick, of £24 without interest.

Repaid to T.A. in Dublin June 1639, when Myagh sold his tobacco to Dublin merchants.