

# A LEASE FROM THE ESTATE OF THE EARL OF ESSEX 1624

by

*Patrick J. Duffy*

Although the first Earl of Essex had been granted the lands of Farney in 1575 under the attainder of Shane O'Neill, the 2nd Earl had been too busy at court and on military enterprises in Ireland to involve himself directly with this extensive property. The territory remained in the control of Ever McColla McMahon, who was technically Essex's tenant though lord of Farney by custom. As part of his plan to divide up the county of Monaghan equally among the gaelic lords and their freeholders, the Lord Deputy Fitzwilliam in 1591 tried to persuade Essex to exchange his Farney lands for property elsewhere.<sup>1</sup> Though the south Monaghan lands were comparatively poor in agricultural terms, Essex developed a sudden interest in preserving his 50,000 acre inheritance, possibly — in response to anti-Fitzwilliam interests in Dublin or London — with the intention of confounding the Lord Deputy's plans. He refused to surrender his Monaghan lands and as a consequence Fitzwilliam had to compensate Ever McMahon with lands in Cremorne barony.

Essex responded to pressure from Pale parties, who were actively involved in land acquisition along the south Ulster borders, by granting a lease of his estate to John Talbot of Castlering in Co. Louth. If we are to believe Archbishop Adam Loftus' letter recommending Talbot to Essex, Talbot was a loyal palesman who would secure "all that quarter of the English Country".<sup>2</sup> Talbot was granted a lease at £200 per annum, though there were no conditions of settlement other than allowing every "householder or chief of every family now dwelling within the said lordship to have and enjoy . . . one carucate of lande or plough lande . . ."<sup>3</sup> Ever spent six months in London lobbying the Court to have his lands reinstated, claiming constant allegiance to the Crown and justifiably complaining that the Cremorne lands allotted to him in the 1591 Division were impoverished. He offered to pay £300 to Essex (a familiar gaelic approach to raising rental bids which became common in the following decades). Ever returned to Ireland unsuccessful in his suit and, undoubtedly, his failure encouraged him to throw in his lot with the gaelic uprising in Ulster. He entered Farney in 1592 and destroyed Talbot's property in Killanny as well as other buildings and churches. Effective control of Farney then passed to Ever during the war.

Following the execution of the 2nd Earl of Essex in 1601, Ever applied to the Queen for a pardon and restoration of his position as "farmer of Farney". In 1603, James I restored his patrimony to Robert, 3rd Earl of Essex (then aged 12 years) and "Ferney, Clankerville and Downemoyne" were leased to Ever McColla for six years at £250 per annum. Interestingly, Sir John Davies in establishing the 1606 settlement in Monaghan, reduced Ever's lands in Cremorne on the basis that "he holdeth a whole barony in farm from my Lord of

1 See Hiram Morgan, *The Outbreak of the nine years war: Ulster in Irish politics 1583-9*, Doctoral thesis, University of Cambridge, 1987.

2 Quoted in E. P. Shirley, *The History of the County of Monaghan*, London 1879, 92.

3 *ibid.*, 97.

Essex wherein he hath so good a pennyworth as he is grown since the wars to be of greater wealth than all the rest of his name besides"<sup>4</sup>, though the wily Davies ignored the obvious fact that the Farney land would revert to Essex on the expiration of the lease in six years. Ever's lease of Farney was renewed for one year in 1612 at £350. Following Ever's death in 1617, his son Brian leased it for one year at the considerably increased rent of £1,500. Brian died in 1619. From 1618 the young Earl of Essex adopted a radically different approach to his Monaghan estate more in keeping with the practice of land settlements then being undertaken throughout much of Ulster. The following lease of 1624 falls into this category.

By the second decade of the seventeenth century circumstances had changed fundamentally in the north of Ireland. The Ulster Plantation was underway slowly, the value of lands was increasing as settlers began establishing farms and villages in Cavan, Armagh and Fermanagh. Clearly, *ideas* of plantation and economic development were being widely diffused in England and Ireland. The Monaghan settlement of 1606 which predated the implementation of the Plantation and precluded such procedures being put in place there, was causing problems to the administration, though the grants of church lands to the small numbers of servitors and planters did contain clauses enjoining them to "plant with honest civil people" or "build one castle within five years". The gaelic lords were apparently continuing to exact dues from freeholders, who were legally supposed to be independent landowners in English law. At the assizes in Monaghan, held during the Ulster journey of the 1609 Plantation Commission, Sir Humphrey Winch complained of the oppression of Monaghan freeholders by the chief lords and the need to bring in settlers.<sup>5</sup> Additionally some of the planter estates in Monaghan — mainly on church lands like Blayney's or Rush's — were actively interested in obtaining more reliable farmer settlers than their native tenants. Essex was not remote from these developments in Monaghan, as the volume of correspondence between himself and Edward Blayney from 1623 to 1639 attests. Indeed, Blayney in 1621 tried to persuade the young Essex to surrender his Monaghan property to the king for plantation.<sup>6</sup> About 1622 John Taylor, an English planter from Armagh, was proposing to plant the Earl of Essex's land with hardy Scotsmen who would in turn encourage English settlers to follow.<sup>7</sup> Thomas Petre, a Dubliner who had also taken land in Farney (from Essex) complained in 1625 that he could not get rent from his Irish tenants because their loyalty was to the previous owner.<sup>8</sup> He subsequently built stone houses for his British tenants in Peterstown. In 1624 Blayney wrote to Essex's agent that "the McMahons are neither willing or able to pay anything and that is the case for the whole country, for all that I have is waste and now I am labouring to get Scottes and so is Sir John Dillon".<sup>9</sup> This is the Dillon whose lease follows.

4 *ibid*, 116.

5 *Calendar State Papers* 1608-1613, 178; see F. W. Harris, 'The Commission of 1609 — legal aspects' *Studia Hibernica* 20 (1980), 38.

6 Longleat Irish Papers. Quoted in Shirley's *History*, 263.

7 Quoted in M. Perceval Maxwell, *The Scottish Migration to Ulster in the reign of James I*, London 1973, 278 (NLI 8014/9).

8 Shirley Papers, PRONI D3531/A/4; see also Herbert Correspondence referenced in R. Gillespie, *Colonial Ulster*, 204-5.

9 Blayney correspondence, Longleat Irish Papers, quoted in Shirley's *History*, 242.

Essex was consequently closely in touch with conditions in Monaghan. He was also fairly representative of the enterprising type of new English — mostly characteristically epitomized by the Earl of Cork — who had appeared in Ireland at the outset of the 17th century. He was complaining in the early 1620s that his estate was underdeveloped: “good land which should be well planted by his (majesty’s) subjects is only grazed by sheep”.<sup>10</sup> He was keen on developing his properties and the following lease is a typical example among many of such zeal. The lease was emerging as an important instrument in central government’s plans to regulate landownership and landholding structures in the early 17th century. As Gillespie points out,<sup>11</sup> it had the dual advantage of providing a framework to eliminate ‘gaelic’ tendencies to oppress tenantry, and also to stabilize rental income and prevent tenants deserting their holdings. However, in the frontier conditions of south Ulster in the early 17th century, where estates were underpopulated, underdeveloped and unproductive as well as containing disgruntled remnants of the dispossessed gaelic classes, simple and straightforward leasing contracts were difficult to arrange. Ultimately, the most rigorous and all-embracing clauses were ignored with impunity by tenants in what was a tenants’ market, where lessees were relatively thin on the ground. The following lease, comprehensive though it is, must be viewed in this light. The need to attract tenants, especially British tenants, at almost any cost seemed essential and the methods chosen by many of the great landowners was to contract part of their properties to men of some capital who would undertake to introduce settlers to the land. Principal tenants, such as Dillon, would in turn have introduced their own leasing arrangements with their undertenants, (or in some cases would demise the land to another tenant who would sublease it in farms to tenants).<sup>12</sup>

The following lease to Sir John Dillon must be seen, therefore, as one of a number of leases which reflected the Earl of Essex’s interest in replicating the conditions of the Ulster Plantation in Farney. In addition to Dillon’s, many other leases were granted by Essex during the reign of Charles I which followed this pattern of breaking up the estate into large proportions and included clauses enjoining tenants to build strong houses covered with slate or tile and to enclose all property within ten years. Leases were granted, for example, to Edward Maye of Dublin, Bishop Synge of Cloyne, William Smith and others including Coll McBryan of Leigh (or Leigue), son of Brian and grandson of Ever McMahan. Essex’s 1618 fee farm grant in Magheraclone to John Hadsor was an exception which resulted in the effective loss of these nineteen tates to the estate.<sup>13</sup> The Dillon lease is unmentioned by Shirley in his *History of the County of Monaghan*, though Dillon’s receiver of rents is referred to as one of the settlers killed in the 1641 massacre in Carrickmacross.<sup>14</sup>

The format of the lease might be broken into a number of sections:

<sup>10</sup> Quoted in Gillespie *op cit.* 213.

<sup>11</sup> R. Gillespie, *Settlement and Survival on an Ulster Estate: the Brownlow Leasebook 1667-1711*, PRONI, 1988, xlix, lii.

<sup>12</sup> See various Monaghan leases in transcripts from reign of Charles II in Lodge Mss. PRONI. It is difficult to obtain records of these other leasing arrangements.

<sup>13</sup> Shirley, *History*, 261.

<sup>14</sup> *ibid.*, 262.

- 1 Parties to the agreement
- 2 Description/extent of the property
- 3 Length of the agreement
- 4 Rental terms of the agreement
- 5 Conditions of the contract

The lessor, in this case the Earl of Essex, was assisted by a number of signatories described as his commissioners and feoffees. Essex, as an important landowner resident in England, obviously worked through agents in Ireland, in this case some important and distinguished members of the establishment and servitors of the Crown in Ireland. English plantation policy in Ireland in the first twenty years of the seventeenth century was implemented through the Lord Deputy and a comparatively small coterie of civil servants who inevitably obtained a substantial stake in the land, and had an important influence on settlement patterns throughout Ulster. It was no accident, therefore, that the overseers of Essex's affairs in Monaghan were prominent elsewhere in Ulster. Most of the signatories of the 1624 agreement had been associated with the earlier leasing of the estate in 1617 (when they were legally deputed by Essex to do so).<sup>15</sup> The association with Lords Bouchier and Ferrers continued after mid century, when Essex's heiresses married into these families. Henry Dowera was "Treasurer at Warres" in Ireland in 1621, member of the Privy Council and had been Governor of Lough Foyle earlier in the century. Edward Blayney had been a diligent servant of the Crown in Monaghan from the late 16th century and had been awarded with office and lands in the region. He had been made seneschal of the county and had been granted the demesne lands of the McMahons when the McMahonship was abolished. By 1620, after Essex, Blayney was the most extensive planter in the county with lands around Monaghan and Muckno (in what later became Castle Blayney). Because of his position in the county, he was a logical associate and advisor to the Earl of Essex and corresponded with the Earl and his agents about conditions on the Farney estate. By 1630 Richard Blayney (cousin of Edward Blayney) had a lease for a substantial property from the Essex estate in Farney — ie the ballybetagh of Ballygartcony (which is the area directly south of Lough Muckno).

Thomas Elliot, John Price and possibly Marmaduke Whitchurch were tenants of the Earl as well as being servitors in various capacities. Whitchurch, for example, had been a sheriff in Armagh, had obtained land grants there<sup>16</sup> and had a market patent in Co Down; he had also been a plantation commissioner for Tyrone, Tirconnel and Armagh and was Surveyor general. Obviously planter tenants of some substance were regarded with favour by the new landowners; they were given long leases in the hope that they would develop the estates and they often obtained whatever executive positions were available. On an estate where the owner was absent in England on a permanent basis, the acquisition of a reliable agent was an important consideration, but many estates like that of Essex were plagued by dishonest agents. Price was Essex's agent, and in 1627 a letter from Thomas Cromwell points out that the Earl was duped by Price who never made a rent roll of the estate.<sup>17</sup> Thomas Peter (or Petre)

<sup>15</sup> *ibid.*, 260.

<sup>16</sup> Patent rolls of James I: see *Biographical database for early modern Ireland*, Queens University Belfast.

<sup>17</sup> Longleat Irish Papers, box 1, bundle 1.

complained in 1625 that Price encouraged the recalcitrant Gaelic tenants in Peter's estate not to pay rent.<sup>18</sup> William Smyth was a tenant on the Dillon lease with lands elsewhere in the barony; it may have been he who carried out the descriptive survey of Farney in 1612.<sup>19</sup>

The Lessee — Sir John Dillon — was an undertaker in the Armagh plantation, with an initial grant at Mullebane in north Armagh;<sup>20</sup> in 1611 he was "resident with his wife, children and family. Brought over 22 Englishmen with their wives, children, and servants, with 52 English cows, 15 horses for work, 6 carpenters, 3 masons, 7 labourers and 2 women servants. Has felled oaks, small and great . . ."; in 1619 his tenants had made two villages and were "dwelling together".<sup>21</sup> He clearly had a continuing interest in investment in agriculture and settlement development and was granted a warrant from the English Privy Council in July 1621 for the importation of ten cows and two bulls from England.<sup>22</sup> By the standards of the time, Dillon was an exceptionally active undertaker and would have represented an attractive proposition as a lessee. Why was he not more successful in developing his Monaghan lands?

*Extent of the property:* The lease covers sixty four tates encompassing c. 8,870 statute acres today. The property was split into two main sections focussed on Donaghmoynne and Killanny respectively. In the vast majority of cases the tates are easily indentifiable with modern townlands; in some cases comparison with Raven's Survey of 1634 has helped to identify places.<sup>23</sup> For example, Anaghmore on page (2) is referred to as als Leege (modern townland of Leeg) by Raven; Ballinlaghan and ffartabanilaghan are Ballyloughan and Liscorran (*vide* Raven); Killabeg and Dughate: in Raven's survey there appears to be a tate called Kinnalege als Killnaleg incorporated in Doate or the modern townland of Doohatty. A general estimation today would conclude that this lease embraces some of the best land in the barony, well-drained limestone country. In *Griffith's Valuation* for 1861, for example, most of the townlands covered in the Dillon lease are in the highest land values, in excess of sixteen shillings per acre.

*The Native Tenants:* There were 15 tenants on the Dillon lease, all of them with the exception of Smyth and Gernon, being gaelic, and mostly McMahons. There were 11 holders of four or more tates each, plus four with smaller holdings of two tates or less. Smyth had the most consolidated holding along the Louth border in Killanny. What relationship did these native landholders have with Essex or Dillon? Presumably they had to conclude separate agreements with Dillon. But examination of the Chancery Inquisitions suggests that many of these gaelic landholders were themselves involved in a much more extensive land market in Co. Monaghan.<sup>24</sup> They were members of the former lordly and

18 Shirley Papers, PRONI D353/A/4.

19 'A Booke of Survey of fferney and Clancarville in the Kingdom of Ireland . . . July 1612'. Longleat Irish Papers.

20 *Cal Patent Rolls James I*, 299-30, 405, 409, 455.

21 *Cal Carew Mss*, vol 5, 221, 416.

22 *Acts of Privy Council of England 1621-23*, 29.

23 See P. J. Duffy, 'Farney in 1634: an examination of Thomas Raven's Survey of the Essex estate', *Clogher Record*, 1983, 245-256.

24 Chancery Inquisitions published as *Inquisitionum cancellariae hiberniae repertorium* vol 2 (Ulster); see, for example, Jas I nos. 1 and 3, Chas I nos 73, 75, 95. I am grateful to Raymond Gillespie for his helpful comment to me on this matter.

freeholder class of gaelic landowners who were endeavouring to survive through the upheavals in property in the early seventeenth century as best they could. Cowle (or Coll) McBrian McEver (grandson of Ever) had inherited extensive lands in Cremorne (and was related to Philip Callan, another Dillon tenant) which he held up to 1641. In contrast to Cowle, however, were the other gaelic landholders who were evidently in considerable financial difficulty. Thus, for example, Ardell McEver of Ballyoghill (No 1 in the list of tenants) had over the previous ten years granted away many of his lands to John Dowdall of Clonlyon in Co Meath, George Hadsor a merchant from Monaghan, Henry Betagh and William Sanders — for up to ninety-nine years at 1d, suggesting that he was mortgaging his patrimony for cash, and his presence in the Dillon lease suggests that he was investing elsewhere at a lower level in the landholding hierarchy. Similarly, Patrick McEdmond McMahan sold out his lands to John Burnett, one of the most extensive speculators in lands in Monaghan in the 1620s, and Rosse McBrian was selling parts of his extensive estates to Christopher Fleming and others, including Thomas Gernon of Mollinstown, Co Louth (another of the Dillon tenants). Examination of other unpublished inquisitions would probably further expand on development among gaelic landowners: their appearance as tenants in the Dillon lease probably reflects a widespread process of depression of gaelic elites down through the levels of tenantry in the first half of the seventeenth century in the face of superior land management strategies by newcomers from the Pale and surrounding Ulster counties.

The list of hereditaments in the lease is not an actual description of conditions in the Farney estate but a legal clause covering all dimensions of the property, its land and products. Raven's survey of 1634 shows Farney to have been fairly underdeveloped. As a result of the spurt of settlement and colonization in Ulster, there was no shortage of forms of leasing available, all ultimately designed to produce the best possible formula for effective settlement. In the Chancery Bill in which Thomas Peter was complaining about his 1623 lease from Essex which he alleged was not obeyed by his tenants, he agreed to take a fresh lease "on the same terms on which one had lately been granted to Sir John Dillon".<sup>25</sup>

The length of the lease was 60 years. Planter undertakers were given favourable leases, usually long ones, to encourage them to develop the property; gaelic tenants were not perceived to have this potential and many of them in any case did not wish to commit themselves to long leases: traditionally gaelic tenants liked to have the option of leaving a property — an unstable situation, however, that was anathema to the authorities. Exceptions occurred and in a rent roll of 1630 for the Essex property, the ballybetagh of Ballyfincairne (ie 16 tates around modern Broomfield) was set to James oge McMahan and Patk Fitzedmond and they were to "build 32 houses upon it".<sup>26</sup> There was, however, little evidence of any such development in Raven's survey of 1634.

The rent was agreed at £445-6-8d per annum. Dillon's lease was by far the biggest on the Essex estate; Coll McBryan McMahan's was the second largest. Looking at rent rolls for the estate for the 1630s, there is a pattern in the

<sup>25</sup> Shirley Papers, PRONI D 3531/A/4.

<sup>26</sup> Longleat Irish Papers.

granting of long leases at fixed rents to planters and shorter leases with gradually rising rents to the native tenants. In general, native tenants had leases for life or twenty-one years, and in some cases for seven years. Coll McBryan was paying £193 in 1629, and £220 in 1637.<sup>27</sup> It is clear that from early on in the seventeenth century, cash rents were imposed and, as far as can be ascertained, were paid by these Essex tenants. This is in contrast to many plantation districts further north where payments-in-kind were common well into the seventeenth century,<sup>28</sup> and may be a reflection of the proximity of Farney to the money economy and the towns of the Pale. There is no evidence on the method of rent payment by the subtenantry, such as those mentioned in the Dillon lease, but one must assume that they too were paying in cash.

*Conditions of the lease:* Dillon had to build a castle of "twenty rooms" within four years as well as two mansion houses, and enclose with quick sets two acres for yard and orchard around the buildings. Accompanying this building he was also to plant twelve households of British men and women within four years and another twelve in the following four years. This is similar to many of the conditions attaching to the Ulster Plantation and represents the basic building block for settlement and economic development which followed in the seventeenth century. However only in Annacroff was there any evidence of these conditions having been fulfilled by 1634, where a Capt Mullenex had built a mansion. There is also a clause in the lease offering compensation for loss of income during war or rebellion. This was a common device in the potentially unstable conditions of the early seventeenth century, which was an effort to provide some assurance for settlers in 'frontier' areas especially, and which continued in many places until the end of the century.<sup>29</sup>

There follows a lengthy clause on exploitation of the natural resources on the estate — allowing the lessee to dig for stone, marle, sand and minerals, including coal. Asset-stripping was a favourite method of grantees in the 17th century to obtain a quick return on their investment, and landowners were keen to prevent their properties being impoverished in this manner. Essex is both encouraging exploitation and conservation of mineral and woodland resources. There were clearly no great woods in Farney, though Essex shows considerable concern about 80 acres of woodland which was fit to be preserved. He encouraged Dillon to "forke and root up" the inferior underwood and the "stragling shrubs"; the rest should be enclosed and "cut in seasonable time" on a three or six year cycle — in other words, a planned coppicing programme in keeping with practice in many parts of England. Essex, like the Earl of Cork, was interested in development of natural resources.

Finally Dillon was enjoined not to alien or assign his interest to the archbishop of Armagh or Garlands or Gernons or Flemings or any gaelic inhabitants who had undertaken any legal claims on the property. This reflects a sharp perception of past problems and acute awareness of potential future threats to the property. Ever McColla had disputed the Essex claim to the land: in 1615 the archbishop of Armagh undertook a long lawsuit against the Earl of Essex: the Gernons and Flemings were Pale families who also had claims on part of the lands. This period of transition from gaelic to new ownership was fraught

27 *ibid.*, rentals.

28 see Gillespie, *Settlement and Survival on an Ulster estate*, lxii.

29 *ibid.*, liv.

with dangers to land titles throughout Ireland — not only for gaelic landowners (who were generally most vulnerable and least capable of proving/protecting their land titles) but also for unwary English planters. (Dillon himself had been involved in some early disputes over his Armagh grant with Sir Toby Caulfield and the Archbishop of Armagh.) Essex's worries were well-founded because in the 1630s the Gernons embarked on a long lawsuit against the Earl of Essex about ownership of lands in Farney.<sup>30</sup>

What happened to Dillon's lease? He was there in a list of the lands in 1630. In a 1637 rent roll, his son Arthur Dillon is listed in possession with "47 years yet in being". It is likely that the disturbances following the 1641 Rising upset the continuity of many of the leases on Essex's estate. Indeed, the unity of the estate itself came under threat following the death of the third earl in 1646 without a son to inherit, and ultimately it was divided into the Shirley and Weymouth estates.<sup>31</sup> By the time of Raven's survey (1634), Dillon had clearly failed to fulfill one of the more important clauses of the lease — to build stone houses etc. There were only three stone houses (as far as can be discerned from the 1634 map, where thatched cabins and slated houses are fairly clearly identifiable) on the Dillon lease: one each in Annacroff, Leeg (called Annaghmore in the lease) and Annahean. The 1641 depositions refer to small numbers of settlers who were rent collectors or agents for the undertaker-lessees in Farney, and many of whom were killed in the massacre in Carrickmacross, but they were small in numbers and mainly concentrated in the town. Also in Raven, apart from the very occasional reference to older enclosures (like the "ould ditch" in one case), there was no notable evidence of enclosures — except around Annacroff, where what might very well be an orchard is detectable. Clearly the failure of the lease to result in building and plantation also meant failure to enclose. It should be noted in this context of course that failure to fulfill the often ambitious terms of leases was common through much of Ulster, particularly on the southern and western fringes of the Ulster Plantation. Hunter refers to the two fundamental problems of the Plantation — recruiting residents and building houses.<sup>32</sup> Might one expect a somewhat higher degree of success on 'private' schemes such as Dillon's, especially where the lessee had shown considerable enterprise on his Armagh lands? It is probable, however, that the Armagh situation was quite different: there was a degree of compulsion in the Plantation areas implied in the constant checking of the commitment of the undertakers; north Armagh was also more intensively settled than south Monaghan and was closer to the centre of the Plantation. Monaghan was a more unattractive region for settlers and Dillon could not hope to repeat his Armagh successes there.

30 Longleat Irish Papers (Box 1, bundle 2) contain an account of Gernon's lawsuit against the Earl of Essex in which there is reference to Gernon's grandfather taking possession of Ballegarrie "by a clodd of earth . . .".

31 Shirley, *History*, 272.

32 R. J. Hunter, 'Sir William Cole and plantation Enniskillen 1607-41', *Clogher Record*, 1978, 338.



INDEX TO MAP OF DILLON'S LANDS 1624

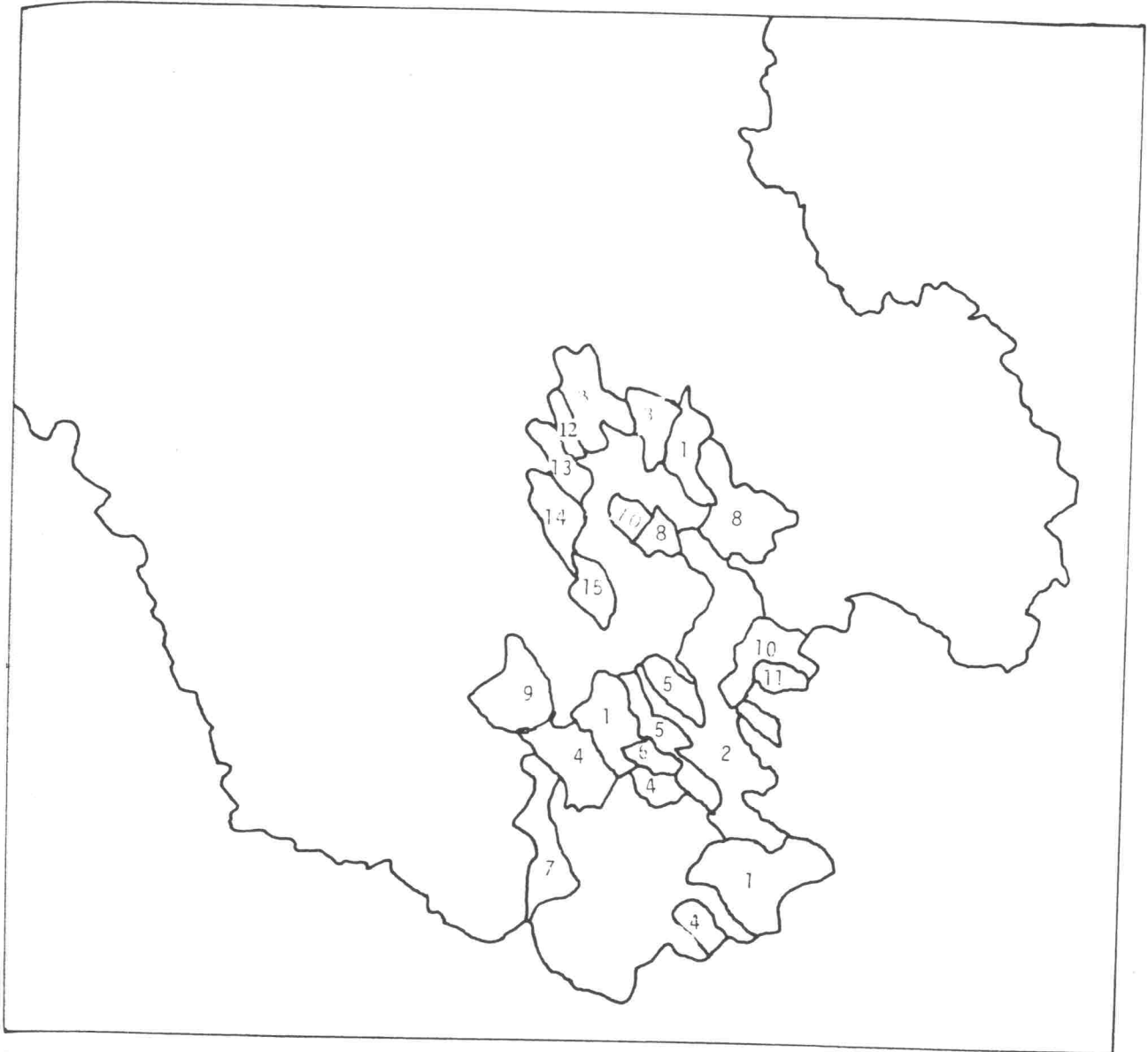
<i>Map No.</i>	<i>Tenant</i>	<i>Tates</i>	<i>(Modern townlands)</i>
1	Ardell McEver	3 tates 2 tates 3 tates	(Annahean, Drumgeeny, Leeg) (Tullynaskeagh east and west) (Cordrummans upr/mid/lr and Dundrockan)
2	William Smyth	6 tates 6 tates	(Annamarran, Shanrah, Drumturk, Lisnashannagh, Drumever, Shanmullagh) (Annacroff, Kinallybane/duff, Rossdreenagh)
3	Thomas Gernon	3 tates	(Tullynacross, Tullymackilmartin, Garrifly)
4	Constance McMahon	1 tate 1 tate 4 tates	(Mullylusty) (Corkeeran) (Leons Garve/McKenna, Leons Beg, Ballyloughan, Liscorran)
5	Patrick McLoughlin	1 tate 2 tates	(Mullaghmeen) (Nure more/beg, Monaltybane/duff)
6	Laughlin McRosse McMahon	1 tate	(Mullaghmacateer)
7	Rosse McBryan McMahon	3 tates	(Aghlattacru, Killygally, Drumbo)
8	Cowle McEver McMahon	5 tates 3 tates 1 tate 1 tate	(Drumhillagh, Drumlusty, Rahans*, Dunanny) (Tonyellida, Lisnagunnion, Annahaia) (Rathmore) (Longfield Oтра)
9	Coll McArt McMahon	2 tates	(Doohatty)
10	Phillipp Cealan	4 tates 1 tate	(Stradeen, Radrumskean, Coolremony, Coolaha) (Longfield Eтра)
11	Patk McEdmond McMahon	1 tate	(Coolreagh)
12	Patk oge McMorris	1 tate	(Corleck)
13	Peirce a Duffe	2 tates	(Laragh, Lisgall)
14	Laughlin Bane McMahon	3 tates	(Creevy Oliver/Swinburne, Cloghvalley lr)
15	Toole oge McMahon	1 tate	(Cloghvalley upper)

\*Raghney in the ms. has a 2 written above it — referring to two tates.

LONGLEAT IRISH PAPERS : BOX 1, BUNDLE 7, TRANSCRIPTION

This Indenture made the third day of July in the one & twentieth yeare of the raigne of our Sovereigne Lord James by the grace of God Kinge of England ffraunce and Ireland defendo<sup>r</sup> of the faieth And of Scotland the six and fiftieth Betweene the right honorable Robert Earle of Essex and Two Viscount Lords and Bouchier, Lord fferrers of Chartley Lord Bouchier and Lovoyne, Henry Lord Docwra Baron of Cullmore Edward Lord Blaney Baron of Monaghan, Marmaduke Whitchurch Esquire, Thomas Elliott Esquire and John Price Esqr ffeoffees and Commissioners in trust and for the Earle the one pte, and S<sup>r</sup> John Dillon of Debermye in the Countie of Ardmagh Knight of the other pte — Witnesseth that the said Robert Earle of Essex / [2] and Ewe, Henry Lord Docwra, Edward Lord Blaney Marmaduke Whitchurch Thomas Elliott and John Price for

*A Lease from the Estate of the Earl of Essex*



Map showing the lands of Dillon's Lease in Farney, 1624.

and in consideracōn of the rente and coveñte herein after reserved and comprised on the p<sup>r</sup> and behalfe of the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> adm̄strato<sup>rs</sup> and assignes to be paid and p̄formed, Have demised graunted and to farme Letten, and by those p<sup>r</sup>sente doe demise graunt and to farme lett unto the said S<sup>r</sup> John Dillon, These severall tates or towne-lands following vizt Mullaghlost conteyning by estimaçōn one tate of Land now or late in the tenure or occupaçōn of Constance m<sup>c</sup> Mahowne or of his assignee or Assignees, Anaghcan, Anaghmore, and Drumgeene conteyning by estimaçōn three tates of Land now or late in the tenure or occupaçōn óf Ardell m<sup>c</sup> Evers or of his assignee or assignees, Anaghmarron, Shanragh, Drumthurlke, Lismeshanagh, / [3] Drumrevor and Shanmullagh conteyning by estimaçōn six tates of Lands now or late in the tenure or occupaçōn of William Smyth or of his assignee or assignees, Mullaghmeane conteyning by estimaçōn one tate of land now or late in the tenure or occupaçōn [and] ower and Moneltie conteyning by estimaçōn two tates of land now or late in the tenure or occupaçōn of Patricke m<sup>c</sup> Laughlin or of his ass̄ignee or assignees, Anaghgrawe Canoley and Rosdrinagh conteyning by estmaçōn six tates of Land now or late in the tenure or occupaçōn of the said William Smith or of his assignee or assignees,

## *Clogher Record*

Clownturkemason conteyning by estimaçon one tate of Land now or late in the tenure or occupaçon / [4] of Laughlin m<sup>c</sup> Rosse m<sup>c</sup> Mahowne, or of his assignee or assignees, Corcurin conteyning by estimaçon one tate of Land now or late in the tenure or occupaçon of Constance m<sup>c</sup> Mahowne or of his assignee or assignees, Tulleniscagh conteyning by estimaçon two tates of Land now or late in the tenure or occupaçon of Ardell m<sup>c</sup> Ewer m<sup>c</sup> Mahowne or of his assignee or assignees, Deloneowtra, Doloneetra; Ballinlayhan and ffartabanilaghan conteyning by estimaçon fflower tates of land now or late in the tenure or occupaçon of Constance m<sup>c</sup> Mahowne or of his assignee or assignees, Aughhellatacrua Killagolly and Drumbo conteyning by estimaçon three tates of land now or late in the tenure or occupaçon of Rosse m<sup>c</sup> Bryan m<sup>c</sup> Mahowne or of his assignee or assignees, Ower conteyning by estimaçon two tates of land now or late in the tenure or occupaçon of Coll / [5] m<sup>c</sup> Bryan m<sup>c</sup> Mahowne or of his assignee or assignees, Killabegg and Dughate conteyning by estimaçon two tates of land now or late in the tenure or occupaçon of Coll m<sup>c</sup> Art m<sup>c</sup> Mahowne, or of his assignee or assignees, Sradin Radrunskinn, Cowloomonyne and Cowleacacke conteyning by estimaçon fflower tates of land now or late in the tenure or occupaçon of Phillipp Cealan or of his assignee or assignees, Cloughreagh conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Patricke m<sup>c</sup> Edmond Mahowne or of his assignee or assignees, Drumhulagh, Drumloist, Raḡhney and Downanin conteyning by estimaçon ffive tates of land now or late in the tenure or occupaçon of Cowle m<sup>c</sup> Ever m<sup>c</sup> Mahowne, or of his assignee or assignees, Dwndroken and Corgraman conteyning by estimaçon three tates of / [6] land now or late in the tenure or occupaçon of Ardell m<sup>c</sup> Ever or of his assignee or assignees, Tollomicrush Tonamahelmartin and Carfally conteyning by estimaçon three tates of land now or late in the tenure of Thomas Gernon or of his assignee or assignees, Tonelelly(?) Lisnegoncan and Aghnehey conteyning by estimaçon three tates of land now or late in the tenure or occupaçon of Cowle m<sup>c</sup> Ever m<sup>c</sup> Mahowne or of his assignee or assignees, Corleeke conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Patricke oge m<sup>c</sup> Morris or of his assignee or assignees, Lara and Liscale conteyning by estimaçon two tates of land now or late in the tenure or occupaçon of Pierce a Duffe or of his assignee or assignees, Creby and / [7] and Clougwolleyetra conteyning by estimaçon three tates of land now or late in the tenure or occupaçon of Laughlin Baue m<sup>c</sup> Mahowne or of his assignee or assignees, Cloghwolleyowtra conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Toole oge m<sup>c</sup> Mahowne or of his assignee or assignees, Rathmore conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Cowle m<sup>c</sup> Ever m<sup>c</sup> Mahowne or of his assignee or assignees, Laughelletra conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Phillipp Calan or of his assignee or assignees and Laughellowtra conteyning by estimaçon one tate of land now or late in the tenure or occupaçon of Cowle m<sup>c</sup> Ever or of his assignee or assignees, And all and / [8] singular messuages, howses, creats, buildings, orchards, gardens, townes, villages, hamletts lands, tenem<sup>ls</sup> demesures, inclosures, meadows, pastures, feedinge, comons, heathes, furse, Moores, Marishes, woods, underwoods, boggs, fruit, [?], fishinge, Loughes, waters, watercourses, Mills, Milldams, weares, warrens, Quarries, Peate(?), Customes, workes, of tennants And the rev<sup>õ</sup> and reverõs of the p<sup>r</sup>misses and every p<sup>r</sup> thereof, And the rente and services and all other duties reserved upon whatsoever lease or leases, demise or demises of the p<sup>r</sup>misses or any pte or pcell thereof or thereunto in any wise belonging or incident, or w<sup>ch</sup> hath binn at any tyme heretofore accepted reputed or knowne held occupied used or enjoyed as any pte pcell or member of the said townes, tates, lands and p<sup>r</sup>misses or any / [9] pte or pcell hereof, by whatever name or names soever the said p<sup>r</sup>misses or any pte or pcell thereof be called, or of what condiçon nature qualitie or content whatsoever

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they or any of them bee. All w<sup>ch</sup> are scituate in the Baronyes Lordshipp Territories and Mano<sup>rs</sup> of Downe Mayne Clanebrilie(?) and fferney als Lyiffearney within the County of Monaghan or some or one of them. To have and to hold occupie possesse and enjoy all and singular the said townes lands tates, messuages, howses, Creates buildings villages, hamlette, lands, tenem<sup>ts</sup> and hereditaments and p<sup>r</sup>misses w<sup>th</sup> their and every of their appurtenances unto the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> and assignees from the first day of May w<sup>ch</sup> / [10] shall be in the yeare of our lord God one thousand six hundred twentie and fower for and during the tearme of threescore yeares from thence their next ensuing and following fully to be compleate and ended, yealding and paying therefore the yearely rent of ffower hundred ffortie five pounds six shilings and eight pence of good and lawfull money of and in England at two usuall feasts in the yeare, That is to say at the ffeaste dayes of All Saints and Phillipp and Jacob the Apostles Co<sup>m</sup>only called May day or w<sup>th</sup> in thirtie dayes next after either of the said ffeaste dayes by even and equall po<sup>co</sup>ns. And if it shall happen the said yearly rent to be behind unpaid in p<sup>r</sup> or in all / [11] after the said thirtie dayes next ensuing any of the said ffeaste dayes in any yeare during the s<sup>d</sup> tearme, and noe sufficient distresse in or upon the p<sup>r</sup>misses to be found that then and soe often it shall and may be lawfull to reenter into the p<sup>r</sup>misses and into every or any pte & pcell thereof, And the same to have againe and repossed as in their and every of their former estate, any thinge in these p<sup>r</sup>sente conteyned to the contrary thereof in any wise notwithstanding. And the said S<sup>r</sup> John Dillon for himselfe his executo<sup>rs</sup> administrato<sup>rs</sup> and assignes doth cove<sup>n</sup>t p<sup>r</sup>mise and graunt to and w<sup>th</sup> the said Robert Earle of Essex and two his heires and assignes by these p<sup>r</sup>sente, That he the said / [12] S<sup>r</sup> John Dillon his execut<sup>ors</sup> administrato<sup>rs</sup> or assignes shall w<sup>th</sup> in ffower yeares after he or they shal be put into the quiett possession of sixteene tates or any greater quantitie of the lands hereby graunted at his and their owne py coste and charges erect build and sett upp or cause to be erected built and sett upp upon some p<sup>r</sup>e of the p<sup>r</sup>misses hereby demised, one stronge and substanciall Castle of stone or bricke laid w<sup>th</sup> lyme and sand to conteyne twentie good roomes fitt for habita<sup>co</sup>n, and shall Cover the same w<sup>th</sup> slatt or lead, And shall likewise w<sup>th</sup> in ffower yeares next after he shal be put into possession of all the p<sup>r</sup>misses hereby graunted erect and built or cause to be erected and built upon the p<sup>r</sup>misses or some p<sup>r</sup>e / [13] thereof two other stronge and substanciall Mansion houses of stone or bricke laid with lime and sand each howse to conteyne threescore foote in length, twentie foote in breadth and the walls thereof to conteyne ffowerteene foote in height, The said howses to be cov<sup>r</sup>ed w<sup>th</sup> slatt, And shall likewise within the tyme aforesaid limited for buildinge of the said Castle inclose w<sup>th</sup> quicke sett two acres of land next adioyning to the place where the said castle shal be built as aforesaid for a yard orchard garden and backside to be belonging to the same, And shall likewise inclose w<sup>th</sup> quick sett two acres of land next adioyning to each of the said howses when they shalbe built, for a yard orchard or garden / [14] of each of them respectively to be belonging w<sup>th</sup> in two yeares next after such tyme as the said howses shall be erected and built, And the same Castle howses and inclosures shall and will from tyme to tyme well and sufficiently keepe mainteyne and repaire, And at the end or other determina<sup>co</sup>n of the termes and estate hereby graunted The same in good & sufficient repa<sup>co</sup>ns being shalbe leave and yeald up unto the said Robert Earle of Essex and two his heires & assignees, And furthermore that he the said S<sup>r</sup> John Dillon his execut<sup>ors</sup> administrat<sup>ors</sup> or assignes shall w<sup>th</sup> in fower yeares next after he shalbe put in possession of the greater p<sup>r</sup>e of the p<sup>r</sup>misses plant and estate twelve households or families of / [15] Brittish men and women in and upon the p<sup>r</sup>misses hereby demised or some p<sup>r</sup>e thereof, And w<sup>th</sup> in fower yeares next after he shalbe put into the possession of the residue(?) shall plant and estate twelve howsholds or families more of Brittish men and women in and upon their p<sup>r</sup>misses

or some p<sup>te</sup> thereof. And the same numbers of Brittish families from tyme to tyme shall supply as often as any of them shall dye or remove their dwellinge w<sup>th</sup>in convenient tyme after warning thereof given in writing during the said tearme. And the said Robert Earle of Essex and ever for himselfe his heires executo<sup>rs</sup> administrato<sup>rs</sup> and assignes doth covenant pmise and graunt to and with the said S<sup>r</sup> / [16] John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> and assignes by these p<sup>rs</sup>ente that if it shall happen at any tyme that the said S<sup>r</sup> John Dillon shall conceive any doubt of the validitie of this p<sup>rs</sup>ent demise or lease, and by writing under his hand shall demaund or require of the said Robert Earle of Essex and two any other or further assuurance of the p<sup>rs</sup>misses or any p<sup>te</sup> thereof to be made acknowledged and p<sup>rs</sup>ected by the said Robert Earle of Essex and two his heires or assignes, or by the said Henry Lord Docwra Edward Lord Blaney Marmaduke Whitchurch Thomas Elliott and John Price or any or either of their heires or assignes being of full / [17] age able to make the same, or by any other p<sup>rs</sup>on or p<sup>rs</sup>ons clayming any estate in the p<sup>rs</sup>misses or any p<sup>te</sup> thereof to the use of the said Robert Earle of Essex and two, then they and every of them their and every of their heires shall and will from tyme and at all tymes during the tearme and estate hereby graunted upon reasonable request and at the cost and charges of the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> adm<sup>rs</sup> and assignes make knowledge suffer and doe all and every such act and acts thing and things for the assuring and conveying a good tearme and estate for soe many of the said threescore yeares hereby graunted or men<sup>co</sup>ned to be graunted as shalbe / [18] then to come and unexpired of and in the p<sup>rs</sup>misses and every p<sup>te</sup> thereof unto the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> assignees or his Councell learned in the lawe shalbe reasonably devised advised and required, ffor doing whereof they or any of them shall not be compelled to trevayle from the place of their usuall aboads And further if it shall happen at any tyme or tymes during the said tearme that any such open Rebellion or warr shalbe in this Kingdome of Ireland as that the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> or assignes or any of / [19] them cannot or shall not by reason thereof be able to occupie manure(?) and enjoy the p<sup>rs</sup>misses and receive the full benefitt and p<sup>rs</sup>fitte hereof as the said rebellion and warre shall continue and noe longer, there shalbe a p<sup>rs</sup>por<sup>rs</sup>onable alotem<sup>t</sup> of the said rent hereby reserved, according to the yearely losse and damage as the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> adm<sup>rs</sup> & assignes shall sustaine by reason of such warre or rebellion during the continuance thereof, And forever it is hereby condiscended unto covenanted & agreed upon by and betweene the said pties, And the said Earle doth covenant and graunt by these p<sup>rs</sup>ente that / [20] it shall and may be lawfull to and for the said S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> and assignes and his and their servants and labourers to open dig and undermine any ground p<sup>rs</sup>cell of the p<sup>rs</sup>misses w<sup>th</sup>out impeachment of wast for the finding out and discoverie of any quarries of stone shalbe and to digg any stones to make lime or any other stones upon the premisses as also to make any lime and to digg for sand gravell marle clay mettell cole or any other comodities whatsoever within the said p<sup>rs</sup>misses or any p<sup>te</sup> or p<sup>rs</sup>cell thereof; And to imploy all the same comodities to his and their best use and behoofe(?), Alsoe whereas there are divers underwoods / [21] growing upon the p<sup>rs</sup>misses whereof some are but shrubs stragling and not fitt to be p<sup>rs</sup>served, and some lye com<sup>rs</sup>only together in good quantities amounting in the whole to ffowerscore acres fitt to be p<sup>rs</sup>served yett have been Cropped and spoiled for want of inclosure and if they should be cutt in seasonable tyme and well fenced inclosed and p<sup>rs</sup>served for some fitt tyme may prove very beneficiall to the ten<sup>rs</sup>nts and occupiers thereof for the said tearme, and to the said Earle and his heires and assignes afterwards. It was therefore hereby agreed unto and covenanted by and betweene the said pties to these p<sup>rs</sup>ente that it shall and may be lawfull to and / [22] for the said S<sup>r</sup> John Dillon his execut<sup>rs</sup> administrato<sup>rs</sup> and assignes and his and their underten<sup>rs</sup>nts and occupiers of the p<sup>rs</sup>misses to cutt fell sell and dispose of all the

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underwoods growing and to be growing in and upon the p<sup>r</sup>misses or any p<sup>t</sup> thereof, felling such p<sup>t</sup> thereof in seasonable times as is fitt to be p<sup>r</sup>served amounting to ffowerscore acres as often as the said underwoods during the said tearme shalbe of six yeares growth and not under, leaving standles according to the statute in that case p<sup>r</sup>vided to be growing in and upon the p<sup>r</sup>misses: And as to the rest of the said underwoods it shalbe lawfull for / [23] the said S<sup>r</sup> John Dillon his executo<sup>r</sup>s administrato<sup>r</sup>s and assignes to forke and roote upp the same for the bettering of the p<sup>r</sup>misses at any tyme during the said tearme w<sup>th</sup>out impeachment of any mannor of wast for soe doing. And the said S<sup>r</sup> John Dillon doth for himselfe his executo<sup>r</sup>s administrato<sup>r</sup>s and assignes covennt and graunt so and such the said Robert Earle of Essex and two his heires and assignees, that such of the said underwoods as the said S<sup>r</sup> John Dillon shall conceive to be most fitt in his iudgement to be p<sup>r</sup>served amounting onely to ffowerscore acres as aforesaid, and shalbe growing upon the p<sup>r</sup>misses he the said S<sup>r</sup> John Dillon his executo<sup>r</sup>s administrato<sup>r</sup>s and / [24] assignes immediatly and afterwards upon every felling of and pte thereof shall and will inclose and fence in the same or cause the same to be inclosed and fenced sufficiently for the p<sup>r</sup>servacon of the springe thereof. And the same soe fenced shall maintaine and keepe by the space of three yeares next after every cutting and fall thereof or of any pte or pcell thereof from tyme to tyme during the said tearme: And the said S<sup>r</sup> John Dillon for himselfe his executo<sup>r</sup>s administrato<sup>r</sup>s and assignes doth covenant p<sup>r</sup>mise and graunt to and wth the said Robert Earle of Essex and two his heires and assignes by these / [25] p<sup>r</sup>sente, that he the said S<sup>r</sup> John Dillon his executor<sup>s</sup> administrato<sup>r</sup>s or assignes shall not alyen or assigne his interest in the p<sup>r</sup>misses or in any pte thereof to the Lord ArchBishop of Ardmagh or any of his successors, or unto any of the name of the Garlands or Garnons or ffleminge nor to any other pson or psons of the Irish discent that hath at any tyme heretofore ade or shall hereafter make any clayme or title to the p<sup>r</sup>misses or any pte thereof by any accon entry or suite in lawe whereof the said S<sup>r</sup> John Dillon shall have notice in writing either from the said Earle of Essex and two any of his agents / [26] or other offices. And further the said S<sup>r</sup> John Dillon doth for himselfe his executo<sup>r</sup>s administrato<sup>r</sup>s and assignes by themselves or their underten<sup>t</sup>s and deputies for them shall pforme all suites and services due at the said Earle of Essex his courte and markette kept or held w<sup>th</sup>in the said Baronyes and territories of Downemaine Clancarbrile and fferney or any of them. And that the said S<sup>r</sup> John Dillon and his assignes of the principall Castle / [27] to be built upon the p<sup>r</sup>misses and the [ ? ] lands thereunto to the land shall pay at their and every of their severall deatthes their best horse beast or other beasts for and in the name of a heriott(?). And shall and will free discharge and sure harmeles(?) the said Earle of Essex and two his heires & assignees of & from all country imposcon charges & taxacons arising growing or happening or to be chargable upon the p<sup>r</sup>misses. And the said Robert Earle of Essex and two for him his heires and assignes doth hereby further covent and graunt to and w<sup>th</sup> the sd S<sup>r</sup> John Dillon his executo<sup>r</sup>s administrato<sup>r</sup>s and assignes for [28] and under the rente and reservacons herein and hereby reserved shall and may peaceably and quietly have hold occupie and enjoy all the singular the abovementconed p<sup>r</sup>misses intended hereby to be demised for and during all the said whose tearme of threescore yeares discharged or otherwise upon reasonable request well and sufficiently saved harmles of or from all rente reserved issuing or payable out of the p<sup>r</sup>misses alone or together w<sup>th</sup> any other lands unto his Ma<sup>tie</sup> his heires or successors or to any other pson or psons, / [29] and of and from all other incumbrances whatsoever In witness whereof the ptes first above named have to these p<sup>r</sup>sent Indentures [ ] interchangably sett their hands & seales [ ] and yeare first above written John Dillon, Sealed in the p<sup>r</sup>sence of Rog: Hope Nicholas Bennett, Ri: Stephenson, / Tertio die Julii Anno Dom 1623, / Memorand that it is agreed betweene the pties w<sup>th</sup>in menconed did about ffower yeares since as they were then letten by the

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comission<sup>ers</sup> in that behalfe / [30] authorized, amount unto s[ ] much in the whole as abated(?), unto the w<sup>th</sup>in named S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> & assignes [ ] the tearme w<sup>th</sup>in menēoned, and in [ ] the rente then reserved did amount to any more then the rent reserved by the lease w<sup>th</sup>in menēoned, then the sd S<sup>r</sup> John Dillon his executo<sup>rs</sup> administrato<sup>rs</sup> & assignes shall pay soe much more yearly rent as togeather w<sup>th</sup> the rent w<sup>th</sup>in reserved shall make upp the said rente reserved as aforesaid during the said tearme, And that either pties may require the other to seale new Indentures accordingly

[Signed:] John Dillon

*Note. I am grateful to Dr Sarah Barber (QUB) for transcribing the appended lease.*