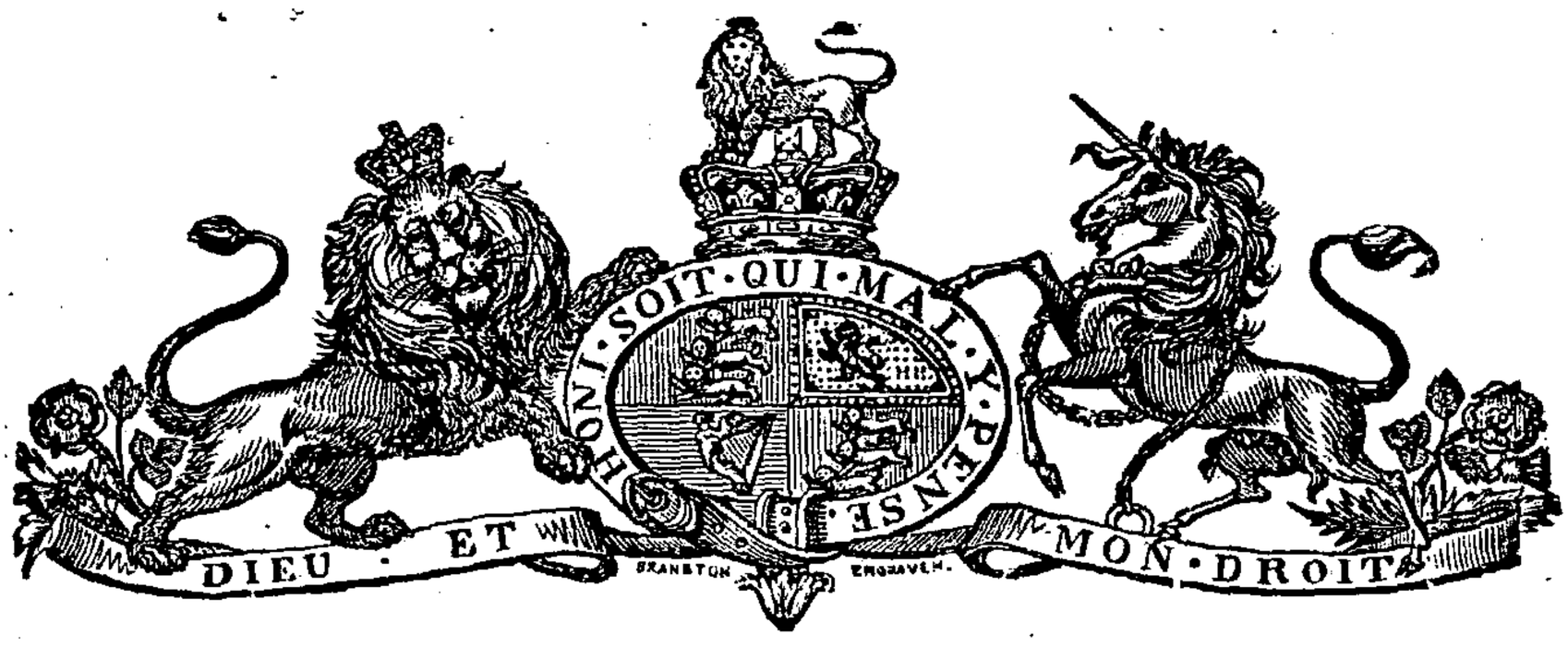


ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

***

Pelham Clinton's Estate.

Settlement on the Marriage of Lord and Lady Charles Clinton, dated 9th August 1848.

WHEREAS by an Indenture dated the Ninth Day of *August* One thousand eight hundred and forty-eight, and expressed to be made between the Most Noble *Henry Pelham* Duke of *Newcastle*, since deceased, of the First Part, *Charles Pelham Pelham Clinton* Esquire, commonly called Lord *Charles Pelham Pelham Clinton*, of the Second Part, *Elizabeth Grant* Spinster, Daughter and only Child of *William Grant* of *Congalton* in the County of *Haddington* in *North Britain*, Esquire, deceased, and of *Susan Grant*, now his Widow, of the Third Part, and Sir *Archibald Islay Campbell* Baronet, *James Campbell*, since deceased, the Honourable *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, of the Fourth Part, (being the Settlement made previously to and in consideration of the Marriage then intended and shortly after solemnized between the said Lord *Charles Pelham Pelham Clinton* and the said *Elizabeth Grant*, herein-after called Lady *Charles Pelham Pelham Clinton*,) among other Recitals as to the Settlement to be made on the Part of the said Lord *Charles Pelham Pelham Clinton*, reciting that the said Lord *Charles Pelham Pelham Clinton* was entitled to the several Railway Shares next therein-after and herein-after mentioned, (that is to say,) Ninety-eight Shares in the *Leeds and Thirsk* Railway Company of Fifty Pounds each, Sixty-five Shares of the *Glasgow, Dumfries, and Carlisle* Railway Company of Eight Pounds Six Shillings and Eightpence each, Four Shares of the *Great Western* Railway Company of One hundred Pounds each, Two Half Shares of the *Great Western* Railway Company aforesaid of Fifty Pounds each, Seven Shares of the *Great Western* Railway Company aforesaid of Twenty Pounds each, and Ten Shares of the *Great Western* Railway Company aforesaid of Twenty-five Pounds each, and that the said Lord *Charles Pelham Pelham Clinton* held a Commission as Captain in Her Majesty's First Regiment of Life Guards, the Sale of which would produce the Sum of Six thousand Pounds; and reciting that the said Railway Shares had been transferred, or were agreed forthwith to be transferred, into the Names of the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, in the Books of the said several Railway Companies respectively; and after, in the Indenture now in recital, Covenants by the said *Henry Pelham* Duke of *Newcastle* for the Payment by him, his Heirs, Executors, or Administrators, to the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, of an annual Sum of Six hundred Pounds, for the Period and in manner therein mentioned, and of the Sum of Twelve thousand Pounds and Interest, as therein mentioned; and after, in the Indenture now in recital, a Covenant by the said Lord *Charles Pelham Pelham Clinton* for the Payment by him, his Executors or Administrators, immediately upon his

his Retirement from the Army, or within One Year after his Decease, to the said Trustees, their Executors, Administrators, or Assigns, of the Sum of Six thousand Pounds and Interest, as therein mentioned, and an Agreement by the said Lord *Charles Pelham Pelham Clinton* for transferring into the Names of the said Trustees such of the said Railway Shares as had not been then already transferred into their Names as aforesaid; it was by the Indenture now in recital agreed and declared, that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, their Executors, Administrators, and Assigns, should stand possessed of and interested in such of the said Railway Shares (if any) as had already been transferred to them in trust for the said Lord *Charles Pelham Pelham Clinton*, his Executors, Administrators, and Assigns, until the Solemnization of the said then intended Marriage, and from and after the Solemnization thereof should stand possessed of and interested in the same Railway Shares, and also of and in the Remainder of the said Railway Shares, when and as the same should be transferred to them pursuant to the Agreement in that Behalf therein-before contained, and also of and in the said Sums of Twelve thousand Pounds and Six thousand Pounds, upon trust that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should either permit all or any of the said Railway Shares to remain in their then actual State of Investment (with Power for them the said Trustees or Trustee for the Time being of the Indenture now in recital, by and out of the said Trust Premises, to levy, raise, and pay up any Sum or Sums of Money which might become payable for Calls on or otherwise in respect of any of the said Railway Shares), or should, with the Consent in Writing of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* during their joint Lives, and after the Death of either of them with the Consent in Writing of the Survivor of them during his or her Life, and after the Death of such Survivor at the Discretion of the said Trustees or Trustee for the Time being, sell out and convert into Money all or any of the said Railway Shares, and should call in and enforce Payment of the said Sums of Twelve thousand Pounds and Six thousand Pounds when and so soon as the same should respectively become payable, and invest the Monies to arise from such Sale and Conversion as aforesaid of the said Railway Shares, and also the said Sums of Twelve thousand Pounds and Six thousand Pounds, when and so soon as the same should be respectively actually received, in the Names or Name of them the said Trustees or Trustee for the Time being, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, in or upon any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest

upon

upon Government or Real or Heritable Securities in *England*, *Scotland*, or *Wales*, (but not in *Ireland*,) or in or upon the Stocks, Shares, Debentures, Mortgages, or Bonds of any Railway Company in *England*, *Scotland*, or *Wales*, (but not in *Ireland*,) incorporated by Act of Parliament, and having some Portion of its Line of Railway in actual Operation, or in the Purchase of Stock of the Governor and Company of the Bank of *England* called Bank Stock, or in Stock of the *East India* Company called *India* Stock, and should from Time to Time, with such Consent or at such Discretion as aforesaid, alter, vary, and transpose such Stocks, Funds, Shares, or Securities into or for others of the same or a like Nature, and should stand posssessed of and interested in the said Railway Shares, and the Monies to arise from the Sale and Conversion thereof as aforesaid, and of and in the said Sums of Twelve thousand Pounds and Six thousand Pounds, and the Stocks, Funds, Shares, and Securities in or upon which such Monies might be laid out and invested, and the Interest, Dividends, and annual Produce thereof, and of and in the said annual Sum of Six hundred Pounds, during so long as the same should continue payable, upon trust that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should, during the Life of the said Lord *Charles Pelham Pelham Clinton*, (but subject nevertheless to such Provision as was therein-after made for securing the Payment of the annual Premiums and other Sums of Money payable in respect of the Policy intended to be thereby assigned, or of the Policy or Policies to be effected in pursuance of the Provision in that Behalf therein-after contained,) pay the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, Shares, and Securities, and also the said annual Sum of Six hundred Pounds, to or permit the same to be received by the said Lord *Charles Pelham Pelham Clinton*, or his Assigns, during his Life, and should after his Decease, in case the said *Henry Pelham* Duke of *Newcastle* should be then living, and the said Sum of Twelve thousand Pounds or any Part thereof should have been paid to the said Trustees or Trustee for the Time being in the Lifetime of the said Lord *Charles Pelham Pelham Clinton*, or should be paid after his Decease and in the Lifetime of the said *Henry Pelham* Duke of *Newcastle*, pay the Interest, Dividends, and annual Produce of the said Sum of Twelve thousand Pounds, or of so much thereof as should be so paid, and of the Stocks, Funds, Shares, and Securities in or upon which the same should be invested, to or permit the same to be received by the said *Henry Pelham* Duke of *Newcastle* during his Life, and, without Prejudice to the Trust last aforesaid, should after the Decease of the said Lord *Charles Pelham Pelham Clinton*, if the said Lady *Charles Pelham Pelham Clinton* should be then living, pay the Interest, Dividends, and annual

annual Produce of the said Trust Monies, Stocks, Funds, Shares, and Securities unto the said Lady *Charles Pelham Pelham Clinton* during her Life, and from and after the Decease of the Survivor of them the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* should stand possessed of and interested in the said Trust Monies, Stocks, Funds, Shares, and Securities (subject nevertheless as aforesaid) in trust for all or such One or more exclusively of the others or other of the Children of the said then intended Marriage, at such Age or Time, or respective Ages or Times, if more than One, in such Shares, and with such future and executory or other Trusts for the Benefit of the said Children, or some or One of them, with such Provisions for their Maintenance, Education, or Advancement, either at the Discretion of the said Trustees or Trustee for the Time being of the Indenture now in recital, or of any other Person or Persons, and upon such Conditions, with such Restrictions, and in such Manner as the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* should by any Deed or Deeds, or Writing or Writings, sealed and delivered, with or without Power of Revocation and new Appointment, from Time to Time or at any Time jointly direct or appoint, and in default of such Direction or Appointment, and so far as no such Direction or Appointment should extend, then as the Survivor of them should, by any Deed or Deeds, or Writing or Writings, sealed and delivered, with or without Power of Revocation and new Appointment, or by Will or Codicil, from Time to Time or at any Time direct or appoint, and in default of any such Direction or Appointment, and so far as no such Direction or Appointment should extend, in trust for all or any of the Children or Child of the said intended Marriage who being Sons or a Son should attain the Age of Twenty-one Years, or being Daughters or a Daughter should attain that Age, or marry under that Age, and if more than One in equal Shares; and in the Indenture now in recital were contained the usual Provisions, Trusts, and Powers for bringing appointed Shares into Hotchpot, and for the Maintenance, Education, and Advancement of the Children of the said intended Marriage; and it was thereby agreed and declared, that if there should be no Child of the said intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age, or marry under that Age, then, subject to the Trusts therein-before declared, the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, their Executors, Administrators, and Assigns, should stand possessed of and interested in the said Trust Monies, Stocks, Funds, Shares, and Securities, and the Interest, Dividends, and annual Produce thereof, or so much thereof respectively as should not have become vested or have been applied under any of the Trusts or Powers therein contained, in trust as to the said Sum of Twelve

thousand Pounds, and the Stocks, Funds, Shares, and Securities in or upon which the same should be invested, and the Interest, Dividends, and annual Produce thereof, in trust for the said *Henry Pelham* Duke of *Newcastle*, his Executors, Administrators, and Assigns, and as to the Residue of the said Trust Monies, Stocks, Funds, Shares, and Securities, and the Interest, Dividends, and annual Produce thereof, in trust for the said Lord *Charles Pelham Pelham Clinton*, his Executors, Administrators, and Assigns; and it was by the Indenture now in recital declared, that it should be lawful for the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times during the Lives of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, and the Life of the Survivor, with their, his, or her Consent in Writing, to lay out and invest the Monies to arise from the Sale, Transfer, or Disposition of any Stocks, Funds, Shares, or Securities in or upon which the Trust Monies subject to the Trusts of the Indenture now in recital, or any of them, or any Part thereof, should for the Time being be laid out and invested, or any other Trust Monies for the Time being subject to the Trusts of the Indenture now in recital, or any Part of such Trust Monies respectively, in the Purchase of any Freehold, Copyhold, or Customary Manors, Messuages, Lands, or Hereditaments in *England*, *Scotland*, or *Wales*, (but not in *Ireland*,) for any Estate of Inheritance, to be conveyed and assured to them the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, and their or his Heirs and Assigns, according to the respective Tenures thereof; upon trust nevertheless that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, or the Executors or Administrators of such Survivor, should, with the Consent of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, or of the Survivor of them, during the Lifetime of them or of the Survivor of them, and after the Decease of the Survivor of them at the Discretion of them the said Trustees or Trustee for the Time being of the Indenture now in recital, absolutely sell and dispose of the said Manors, Messuages, Lands, and Hereditaments which should have been purchased, either entirely and altogether or in Parcels, and either by Public Auction or Private Contract, for such Price or Prices, and upon such Conditions, and with such Stipulations as to Title or otherwise, and in such Manner, as the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, or the Heirs, Executors, or Administrators

tors of such Survivor, should think fit, with full Power to buy in the said Premises or any Part thereof at any Sale or Sales by Auction, and to rescind, abandon, or vary any Contract for Sale, and to resell the Premises which should be so bought in, or the Contract for the Sale of which should be so rescinded as aforesaid, without being answerable for any Loss which might happen thereby, and to execute, make, and do, or procure to be executed, made, and done, all such Agreements, Conveyances, Surrenders, and Assurances and other Things for effectuating such Sale as aforesaid as should be necessary or expedient; and it was declared in the Indenture now in recital, that the said Trustees or Trustee for the Time being should stand possessed of and interested in and apply the Monies arising from any such Sale (after Payment of the Costs of the same) upon the same Trusts, and with and subject to the same Powers (including the Power of purchasing Freehold, Copyhold, and Customary Hereditaments), as the Money so raised and laid out in such Purchase as aforesaid would have been subject to if the same had not been laid out therein, and in the meantime and until such Manors, Messuages, Lands, and Hereditaments should be so sold pay and apply the Rents, Issues, and Profits thereof to the Persons, for the Intents and Purposes and in the Manner in which the Interest, Dividends, and annual Produce of the Money laid out in the Purchase thereof, or of the Stocks, Funds, and Securities by or from the Sale, Transfer, or Disposition of which the same Money was produced, would have been payable and applicable under the Trusts therein-before declared in case such Sale, Transfer, and Disposition had not been made; and it was by the Indenture now in recital declared, that the Manors, Messuages, Lands, and Hereditaments purchased under the said Power should, when so purchased, be considered as Money, and be subject to such and the same Trusts in all respects as the Money laid out in the Purchase thereof would have been subject to if the same had not been so laid out; and in the Indenture now in recital was contained a Power for the said Trustees or Trustee for the Time being to lease all or any of the said Hereditaments so to be purchased as therein-before mentioned, in manner therein mentioned; and in the Indenture now in recital was contained an Assignment by the said Lord *Charles Pelham Pelham Clinton* to the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, their Executors, Administrators, and Assigns, of a Policy of Assurance upon the Life of him the said Lord *Charles Pelham Pelham Clinton*, upon Trusts for securing the Payment of the said Sum of Six thousand Pounds and Interest therein-before by the said Lord *Charles Pelham Pelham Clinton* covenanted to be paid as aforesaid, and subject thereto in trust for the said Lord *Charles Pelham Pelham Clinton*, his Executors, Administrators, and Assigns, and there were contained Provisions for effecting, in the event

event of such Policy of Assurance becoming void, a new Policy or new Policies of Assurance in lieu thereof; and in the Indenture now in recital was contained the usual Provisions for making the Receipt or Receipts of the Trustees or Trustee for the Time being acting in the Execution of the Indenture now in recital good Discharges for any Monies, Stocks, Funds, Shares, or Securities paid or transferred to them or him under or by virtue of the Indenture now in recital, or in the Execution of the Trusts thereof, and there were contained Provisions for the Appointment of new Trustees: And whereas by the Contract of Marriage dated the First Day of *June* One thousand eight hundred and twenty-two, and registered in the Books of Council and Session the Thirtieth Day of *July* One thousand eight hundred and twenty-seven, the said *William Grant*, therein described as *William Grant* of *Congalton*, Esquire, Captain on the Half Pay of the 3d Regiment of Foot Guards, and the said *Susan Grant*, then *Susan Campbell* Spinster, and therein described as Miss *Susan Campbell*, eldest Daughter of the Honourable *Archibald Campbell* the younger, of *Succoth*, One of the Senators of the College of Justice, and of Mrs. *Elizabeth Balfour* his Wife, it was contracted and matrimonially agreed between the said *William Grant* of the one Part, and the said *Susan Grant*, with the Consent and Approbation of her said Father, and the said *Archibald Campbell* for himself, on the other Part, in manner therein-after mentioned and herein-after in part recited, (that is to say,) after in the Contract of Marriage now in recital, a Provision, Disposition, and Conveyance by the said *William Grant* to himself, and after his Decease to the eldest and other Son or Sons to be procreated of the Marriage thereby contracted between him and the said *Susan Grant*, successively in their due Order of Seniority, and the Heirs whatsoever of their Bodies respectively, whom failing, to the eldest and other Son or Sons to be procreated by the said *William Grant* in any subsequent Marriage, successively according to their Seniority, and the Heirs whatsoever of their Bodies respectively, whom failing, to the eldest and other Daughter or Daughters to be procreated of the Marriage thereby contracted, successively, and the Heirs whatsoever of their Bodies respectively, whom failing, to the eldest and other Daughter or Daughters to be procreated by the said *William Grant* in any subsequent Marriage, and the Heirs of their Bodies respectively, the eldest Daughter or Heir Female always having the Preference, and she and her Descendants succeeding without Division, and excluding Heirs Portioners through the whole of the aforesaid Order of Succession, whom failing, to the said *William Grant*'s other Heirs or Assignees whatsoever, heritably and irredeemably, of all and whole the Parts and Portions of the Lands and Estate of *Congalton* therein mentioned, and divers Provisions relating to the said Parts and Portions of the said Lands and Estate of *Congalton*, the said *William Grant* did thereby assign, transfer, and

Contract of Marriage of W. Grant, Esq. and Mrs. Grant, dated 1st June, 1822, and registered in the books of Council and Session 30th July, 1827.

and make over to and in favour of *Hew Dalrymple* Esquire, late Major in the First *Ceylon* Regiment, residing at *North Berwick*, and to *John Campbell* Esquire, Advocate, eldest Son of the said *Archibald Campbell*, and to the Survivor of them, and to the Heirs of such Survivor, as Trustees for the Purposes after specified, all and whole the Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence of the Capital Stock of the Bank of *England* then standing in the Name of him the said *William Grant*, and also all and whole Ten Shares of the Capital Stock of the *Forth and Clyde* Navigation, likewise then standing in his Name, and he bound and obliged himself forthwith to grant, subscribe, and deliver all Powers of Attorney and other Writs and Documents which might be necessary for fully and effectually transferring and vesting the said Capital Stocks in the Persons of the said Trustees, but in trust always for the Ends, Uses, and Purposes therein mentioned and herein-after in part recited; *viz.*, *Primo*, for Payment of the Expenses of executing the said Trust; *Secundo*, that during the Subsistence of the said intended Marriage the said Trustees and the Survivor of them should enable the said *William Grant* to uplift, discharge, and apply to his own Use the whole Dividends or annual Income of the said several Sums of Capital Stock, and also all Bonuses which should accrue thereon during the Subsistence of the said Marriage; *Tertio*, in case the said Marriage should be dissolved by the Pre-decease of the said *William Grant*, then and in that Case the said Trustees and the Survivor of them should pay to the said *Susan Grant* during all the Days of her natural Life a free Annuity of Eight hundred Pounds Sterling *per Annum* after the Death of the said *William Grant*, with such Provisions for the Times of Payment, and for Penalty in case of Failure, as therein mentioned; and further, in the event above specified, the said Trustees and the Survivor of them should pay to the said *Susan Campbell* the Sum of Three thousand Pounds Sterling, for enabling her to purchase a House and Household Furniture for her own Accommodation, with Provisions for the Time of Payment, and Penalty in case of Failure, as therein mentioned; *Quinto*, in case there should be no Child or Children of the intended Marriage alive at the Dissolution thereof by the Pre-decease of the said *William Grant*, other than the Heir who should be entitled to succeed to the Lands and Estate therein-before provided for, then and in that Case the said Trustees and the Survivor of them should immediately convey and make over to the Heirs and Assignees of the said *William Grant* that Part of the Capital of the Trust Funds vested in them which should not be requisite for paying and securing the Provisions for the said *Susan Grant* therein-before specified; *Sexto*, upon the Death of the said *Susan Grant*, after having survived her said Husband, the said Trustees and the Survivor of them should also immediately convey and make over to the

Heirs and Assignees of the said *William Grant* that Part of the Capital of the Trust Funds which might have been retained by them for answering the Annuity which they were directed to pay to the said *Susan Grant* in the event of her surviving; and for their more effectually carrying into execution the Purposes of the aforesaid Trust the said Trustees and the Survivor of them were thereby authorized and empowered, as often as they or the Survivor of them should see Cause, to assume into the said Trust such other Person or Persons as they or the Survivor of them should think proper, and which additional Trustees so to be assumed should have the same Powers of acting in all respects in the Premises as the Trustees therein-before named; and the said Trustees therein named, or to be assumed as aforesaid, and the Survivor of them, were thereby authorized and empowered, as often as they should see Cause, and when required by the said *William Grant* if in Life, to sell and dispose of the aforesaid Sums of Capital Stock conveyed to them in manner therein-before mentioned, they being always obliged, as soon as might be thereafter, to re-employ and reinvest for the Purposes of the aforesaid Trust the Monies arising from the Sale of the said Capital Stocks, and that in the Purchase of Lands, or of Funds of the Government of *Great Britain* or *Ireland*, or Stock of any public Company within *Great Britain* or *Ireland*, incorporated by Act of Parliament or Royal Charter, or upon Heritable Security in *Scotland*, as they should deem most eligible, yet so that any such Sales and Reinvestments during the Life of the said *William Grant* should be made at his Request, and with his Consent and Approbation: And whereas by Deed of Nomination and Assumption, dated the Second Day of *September* One thousand eight hundred and thirty-one, and registered in the Books of Council and Session the Fifth Day of *September* One thousand eight hundred and thirty-one, made and granted by the said *Hew Dalrymple*, therein described as surviving Trustee of the said Contract of Marriage dated the First Day of *June* One thousand eight hundred and twenty-two, reciting that the said *John Campbell* having died in the Month of *July* in the Year One thousand eight hundred and thirty, it was proper that he the said Major *Hew Dalrymple*, in virtue of the Powers conferred on him, should exercise the Power of Assumption thereunder written, therefore the said *Hew Dalrymple* thereby named, constituted, appointed, and assumed *Adam Hay* Esquire, Banker in *Edinburgh*, (now Sir *Adam Hay* Baronet,) and *John Tait* Esquire, Advocate, Sheriff Depute of *Kinross* and *Clackmannan*, to be Trustees under the said Contract of Marriage entered into between the said *William Grant*, then deceased, and *Susan Campbell* now *Grant*, declaring the said *Adam Hay* and *John Tait* to be by the said Nomination as fully and effectually vested in the said Office of Trustee, and in every Right and Privilege consequent thereon, as if they had been specially named and appointed in the said

Deed of Assumption of Sir Adam Hay, Bart., and John Tait, Esq., as Trustees of Marriage Contract, dated 2d and registered 5th September 1831.

said Contract of Marriage itself; and the said *Hew Dalrymple* thereby assigned, transferred, and conveyed to himself, and to the said *Adam Hay* and *John Tait*, and the Survivors or Survivor of them, and the Heirs of the Survivor, the said Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence of the Capital Stock of the Bank of *England*, and the said Ten Shares of the *Forth and Clyde* Canal Navigation vested in him as Trustee foresaid, but always with and under the Burdens, and for the Uses, Ends, and Purposes specially mentioned in the said Contract of Marriage: And whereas, before the Date and making of the Indenture of the Ninth Day of *August* One thousand eight hundred and forty-eight, herein-after recited, the said Ten Shares of the Capital Stock of the Company of Proprietors of the *Forth and Clyde* Navigation, in the said Contract of Marriage of the First Day of *June* One thousand eight hundred and twenty-two mentioned, were converted into and represented by the Forty Shares Stock of the *Forth and Clyde* Navigation Company in the same Indenture of the Ninth Day of *August* One thousand eight hundred and forty-eight mentioned to be standing in the Names of the said Sir *Adam Hay* and *John Tait*, and the same Forty Shares and the Forty Quarter Shares of the Stock of the same Company, also mentioned in the said Indenture of the Ninth Day of *August* One thousand eight hundred and forty-eight, as herein-after is recited, have been since converted into and are now represented by Five thousand Pounds Consolidated Stock of "The Company of Proprietors of the *Forth and Clyde* Navigation:" And whereas the said *Hew Dalrymple* died on or about the Eleventh Day of *September* One thousand eight hundred and forty-six, and the said Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence of the Capital Stock of the Bank of *England*, and the said Five thousand Pounds Consolidated Stock of the Company of Proprietors of the *Forth and Clyde* Navigation, now stand in the Names of the said Sir *Adam Hay* and *John Tait* in the Books of the said Bank of *England* and Navigation Company respectively: And whereas by an Indenture bearing Date the said Ninth Day of *August* One thousand eight hundred and forty-eight, and expressed to be made between the said Lord *Charles Pelham Pelham Clinton* of the First Part, the said *Susan Grant* of the Second Part, the said Lady *Charles Pelham Pelham Clinton*, then *Elizabeth Grant* Spinster, of the Third Part, and the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander* of the Fourth Part, (being a Settlement of the Fortune of the said Lady *Charles Pelham Pelham Clinton* executed previously to and in consideration of the said Marriage between the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*,) reciting that the said Lady *Charles Pelham Pelham Clinton* was entitled for an Estate of Inheritance in Fee Simple to the Freehold Estate of *Congalton*, with the Appurtenances, in the County

Further Settlement on the Marriage of Lord and Lady Charles Clinton, dated 9th August 1848.

Pelham Clinton's Estate.

County of *Haddington* in *Scotland*, and was also entitled to the Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence Stock of the Governor and Company of the Bank of *England* commonly called Bank Stock, the Sum of Four hundred Pounds Stock of the Royal Bank of *Scotland*, One thousand four hundred and fifty Francs Five *per Centum French Rentes*, Twenty-five Shares of the *Edinburgh* Coal Gas Company, Twenty Shares of Fifty Pounds each of the *Phœnix* Gas Company, Forty-six Pounds *per* Share paid up, Eighty-five old Fifty Pound Shares of the *Imperial* Gas Company, fully paid up, Thirty new Fifty Pound Shares of the *Imperial* Gas Company, on which Thirty-five Pounds *per* Share had been paid up, Sixty-five old Fifty Pound Shares, fully paid up, and One new Share, Ten Pounds paid up, of the *Westminster* Gas Company, One hundred Shares of the Stock of the *Forth and Clyde* Canal Company, One hundred Quarter Shares of the Stock of the same Company, Sixty-eight Shares of the Stock of the *Shotts* Iron Company, One hundred and eighty-five Shares of the Stock of the *Edinburgh and Leith* Glass Company, Thirty-six Preference Shares of the Stock of the *York and Newcastle* Railway Company, Twenty-four Shares of the *York and Newcastle* Railway Company of Twenty-five Pounds each, Eleven Twenty-five Pound new Shares of the *Edinburgh and Northern* Railway Company Stock, registered the Twenty-sixth *October* One thousand eight hundred and forty-seven, Eighteen new Shares of the *Edinburgh and Northern* Railway Company's (formerly *Edinburgh and Granton* Railway) Five Pound Stock, registered Twenty-second *June* One thousand eight hundred and forty-eight; subject, as to the said Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence Bank of *England* Stock, and Forty Shares and Forty Quarter Shares Stock of the *Forth and Clyde* Canal Company, respectively standing in the Names of the said Sir *Adam Hay* Baronet and *John Tait* Esquire, to the Payment of the annual Sum of Eight hundred Pounds to the said *Susan Grant* during her Life; and as to all or some Part of the said Premises subject to the following Annuities, (that is to say,) One hundred Pounds payable to Mr. *Kirkby Dalrymple* for his Life, Twenty-five Pounds to the Wife of the said *Kirkby Dalrymple* for her Life if she should survive him, and Thirty Pounds to Miss *Margaret Begbie* for her Life; and subject to the following Debts, (that is to say,) a Sum of Three thousand Pounds due to the said *Susan Grant* under her Marriage Contract with the said *William Grant*, dated the First Day of *June* One thousand eight hundred and twenty-two, a Sum of Six hundred Pounds due to the said Miss *Begbie*, a Sum of Five hundred Pounds due to Mrs. *Mollison*, and a Sum of Five hundred Pounds due to the *Union* Bank of *Scotland*; and reciting an Agreement entered into the Twenty-third Day of *February* One thousand eight hundred and forty-eight between *Thomas Cubitt* of the one Part, and the said *Susan Grant* and

Lady

Pelham Clinton's Estate.

Lady *Charles Pelham Pelham Clinton*, then *Elizabeth Grant*, of the other Part, with respect to a Lease to be granted by the said *Thomas Cubitt* of a Messuage and Hereditaments in *Lowndes Square;* and reciting, that upon the Treaty for the said intended Marriage it had been agreed that all and singular the said Freehold Estate, Stocks, Shares, and Premises to which the said Lady *Charles Pelham Pelham Clinton* was entitled, as therein-before mentioned, other than the said Sixty-eight Shares Stock of the *Shotts* Iron Company, and the said One hundred and eighty-five Shares Stock of the *Edinburgh and Leith* Glass Company, should be conveyed, assigned, and vested in the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, subject as therein-before was mentioned, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after declared and contained of and concerning the same respectively; and reciting, that upon the Treaty for the said intended Marriage it was also agreed that the said Sixty-eight Shares Stock of the *Shotts* Iron Company, and One hundred and eighty-five Shares of the Stock of the *Edinburgh and Leith* Glass Company, should be transferred into the Name of the said Lord *Charles Pelham Pelham Clinton*, upon the Trusts therein-after mentioned; and reciting, that so much of the Purchase Money and of the Costs of Fixtures and fitting up of the said Messuage in *Lowndes Square* as had been paid had been paid by the said Lady *Charles Pelham Pelham Clinton*, and that a Sum of Two thousand four hundred and thirty-two Pounds remained still unpaid in respect of the Purchase Money for the said Lease and the Costs of Fixtures and Gas Fittings; and reciting, that it was on the said Treaty also agreed that the said Messuage in *Lowndes Square*, with the Stables and Appurtenances thereto belonging, and other the Premises comprised in the said Agreement of the Twenty-third Day of *February* One thousand eight hundred and forty-eight, should be vested in the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, upon and for the Trusts, Intents, and Purposes therein-after declared and contained of and concerning the same; and reciting, that in pursuance and part Performance of the said Agreements the said Freehold Estate of *Congalton*, with the Appurtenances, had been conveyed or was intended to be forthwith conveyed by a Deed of Disposition and Assignation to the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, their Heirs and Assigns, to be held upon the Trusts therein mentioned or referred to, being the Trusts in the Indenture now in recital declared of the same Premises; and after, in the Indenture now in recital, an Assignment by the said *Susan Grant* and Lady *Charles Pelham Pelham Clinton* to the said Sir

Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton, and *Caledon Dupré Alexander,* their Executors, Administrators, and Assigns, of the said Messuage and Premises in *Lowndes Square,* and an Agreement by the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* that they and all other necessary Parties would immediately after the said intended Marriage do all necessary Acts for vesting the said *Congalton* Estate, with the Appurtenances, in the said Trustees, their Heirs and Assigns, in case the same should not be vested in them before the said intended Marriage; and after, in the Indenture now in recital, Trusts and Provisions for the Sale of the said Leasehold and Freehold Premises; and after, in the Indenture now in recital, an Assignment by her the said Lady *Charles Pelham Pelham Clinton* to the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton,* and *Caledon Dupré Alexander,* their Executors, Administrators, and Assigns, of the said Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence Bank Stock, and Forty Shares and Forty Quarter Shares Stock of the *Forth and Clyde* Canal Company, standing in the Names of the said Sir *Adam Hay* and *John Tait* as aforesaid (subject to the said annual Sum of Eight hundred Pounds for the Benefit of the said *Susan Grant* for her Life), and an Agreement that in case the said intended Marriage should take effect the said Lady *Charles Pelham Pelham Clinton* and Lord *Charles Pelham Pelham Clinton* and all necessary Parties should, at the Cost of the Trust Estate, do all necessary Acts for transferring and assigning to the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton,* and *Caledon Dupré Alexander,* their Executors, Administrators, and Assigns, all and singular the said Shares and Stock and Investments to which the said Lady *Charles Pelham Pelham Clinton* was entitled, as therein-before was mentioned, (other than the said Sums of Bank Stock, Shares, Quarter Shares, and Premises therein-before assigned as aforesaid, and other than the said Shares in the Stock of the *Shotts* Iron Company, and the Shares in the Stock of the *Edinburgh and Leith* Glass Company,) so far as the said Shares, Stocks, and Investments so agreed to be transferred or assigned should not have been transferred and assigned and effectually vested in the said Trustees before the said intended Marriage, and also for transferring and assigning to the said Lord *Charles Pelham Pelham Clinton* the said Sixty-eight Shares Stock of the *Shotts* Iron Company, and One hundred and eighty-five Shares of the Stock of the *Edinburgh and Leith* Glass Company, in case the said Shares should not have been transferred to him the said Lord *Charles Pelham Pelham Clinton* before the said intended Marriage; it was by the Indenture now in recital agreed and declared, that the said Sir *Archibald Islay Campbell, James Campbell, Wellington Henry Stapleton Cotton,* and *Caledon Dupré*

Dupré Alexander, their Executors and Administrators, should stand and be possessed of such of the said Stock and Shares and Investments as should be transferred or assigned to them before the said then intended Marriage in trust for the said Lady *Charles Pelham Pelham Clinton*, her Executors, Administrators, and Assigns, in the meantime and until the said then intended Marriage should be solemnized, and that the said Lord *Charles Pelham Pelham Clinton* should stand possessed of the Shares agreed to be transferred to him as aforesaid, in case the same should be transferred before the said then intended Marriage, in trust for the said Lady *Charles Pelham Pelham Clinton*, her Executors, Administrators, and Assigns, in the meantime and until the said then intended Marriage should be solemnized; and it was by the said Indenture now in recital agreed and declared, that after the Solemnization of the said then intended Marriage the said Lord *Charles Pelham Pelham Clinton*, his Executors or Administrators, should either retain the said Shares in the *Shotts* Iron Company and the said Shares in the *Edinburgh and Leith* Glass Company, or should at any Time or Times sell the same or any of them, and should pay over all the Dividends and annual Produce of the same Shares, and also the Money to arise by Sale thereof, to the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor; and it was by the Indenture now in recital agreed and declared, that the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should, when and so soon as the said annual Sum of Eight hundred Pounds payable to the said *Susan Grant* should determine, call in and procure the said Sum of Ten thousand six hundred and forty-eight Pounds Two Shillings and Tenpence Bank Stock and the said Forty Shares and Forty Quarter Shares Stock of the *Forth and Clyde* Canal Company to be transferred into the Names or Name of them or him, and should in the meantime receive the Surplus of the Dividends of the same Bank Stock, Shares and Quarter Shares, after Payment thereout of the said annual Sum of Eight hundred Pounds, and should either permit the said Stocks, Shares, and Investments to remain in their actual States, or should sell and convert the same or any of them into Money, and should lay out and invest the Money to arise by such Sale and Conversion, and also the Money to arise from any Sale of the said Shares in the *Shotts* Iron Company, and the said Shares in the *Edinburgh and Leith* Glass Company, and the Monies to arise by the Sale of the said Freehold Estate, and the Sale of the said Leasehold and other Premises in *Lowndes Square*, and all and singular other the Principal

Monies

Monies which should, under the Indenture now in recital, be received by the said Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, in the Names of the said Trustees, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, their or his Assigns, in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real or Heritable Securities in *England*, *Wales*, or *Scotland*, but not in *Ireland*, or in the Purchase of Stock of the Governor and Company of the Bank of *England* commonly called Bank Stock, or Stock of the *East India* Company commonly called *India* Stock, and should from Time to Time alter, vary, and transpose the said Stocks, Funds, and Securities in, to, or for other Stocks, Funds, or Securities of a like Nature, at Pleasure, yet so that during the Lives of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, and the Life of the Survivor of them, every such Calling-in, Sale, Conversion, Laying-out, Investment, Alteration, Variation, and Transposition should be with their, his, or her Consent in Writing; and it was by the Indenture now in recital agreed and declared, that the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, their Executors, Administrators, and Assigns, should stand possessed of all and singular the said Trust Monies, Shares, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, upon trust that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should thereout, by Sale or Disposition of any Part or Parts thereof, levy and raise, and pay to the said *Susan Grant* for her own Use, the clear Sum of Three thousand Pounds, in satisfaction of the like Sum to which she was entitled under her Contract of Marriage with the said *William Grant* deceased, dated the First Day of *June* One thousand eight hundred and twenty-two, and should thereout in like Manner levy, raise, and pay such Sum or Sums as should be required to pay the remaining Purchase Monies and Fitting-up of the said Premises in *Lowndes Square*, and all other Costs and Expenses attending the Completion of the said Contract of the Twenty-third Day of *February* One thousand eight hundred and forty-eight, and should in like Manner thereout levy, raise, and pay such further Sums as should be required to pay such of the Debts of Six hundred Pounds, Five hundred Pounds, and Five hundred Pounds, therein-before mentioned to be a Charge on the said Premises or some of them, and which should for the Time being remain unpaid; and upon further trust that they the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors

Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should at any Time or Times, on Notice in Writing in that Behalf signed by the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, in like Manner, by and out of the said Trust Monies, Stocks, Funds, and Securities, levy and raise any Sum or Sums not exceeding in the whole the Sum of Five thousand Pounds, and pay the same to the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, to their own Use, or as they should direct, and should in like Manner, from Time to Time as Occasion should require, thereout levy, raise, and pay such Sums as should be necessary to answer any Calls or Payments made or required in respect of any of the Shares thereby settled, and any Sums which should be necessary to indemnify and save harmless the said Lord *Charles Pelham Pelham Clinton* against any Claims or Liabilities in respect of the said Shares of the Stock of the *Shotts* Iron Company, and of the *Edinburgh and Leith* Glass Company, or any of them, and should in like Manner thereout levy, raise, and pay such Sums as should be necessary to indemnify and save harmless the said Trustees and Trustee for the Time being of the Indenture now in recital against the Rent and Covenants of the Lease of the said Premises in *Lowndes Square*, and, subject as aforesaid, should, by and out of the Interest, Dividends, and annual Produce of the said Trust Monies, Shares, Stocks, Funds, and Securities, pay to the said *Susan Grant*, her Executors, Administrators, and Assigns, Interest for the said Sum of Three thousand Pounds after the Rate of Four Pounds *per Centum per Annum* till the said Sum of Three thousand Pounds should be paid, pursuant to the Trust therein-before in that Behalf contained, and also pay Interest on the said Debts of Six hundred Pounds and Five hundred Pounds due to Miss *Begbie* and Mrs. *Mollison*, after the Rate of Five Pounds *per Centum per Annum*, and also Interest on the said Sum of Five hundred Pounds due to the said *Union* Bank of *Scotland*, so long as the said Debts of Six hundred Pounds, Five hundred Pounds, and Five hundred Pounds respectively remained unpaid, and should pay out of the said Interest, Dividends, and annual Produce the said several Annuities or Allowances of One hundred Pounds, Twenty-five Pounds, and Thirty Pounds, therein-before respectively mentioned, or such of the same Annuities as should for the Time being be payable, at the Times and in manner in which the same respectively were or had been paid or payable, and, subject as aforesaid, upon further trust that the said Trustees, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, should, during the joint Lives of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, while there should be no Child of the said then intended Marriage living, pay Two equal Third Parts, and while there should be any Child of the said then intended Mar-

riage living, One Moiety or Half Part of the Interest, Dividends, and annual Produce of the said Trust Monies, Shares, Stocks, Funds, and Securities, to the said Lady *Charles Pelham Pelham Clinton*, for her separate Use, without Power of Anticipation, as in the Indenture now in recital is mentioned, and should pay the remaining One Third or One Half, as the Case might be, of the said Dividends, Interest, and annual Produce, to the said Lord *Charles Pelham Pelham Clinton*, for his own Use, until such Time as he should sell, mortgage, or charge the same or some Part thereof, or attempt so to do, or become bankrupt or insolvent, or do or suffer any Act or Thing whereby the same or any Part thereof, if thereby limited absolutely, would cease to be receivable by the said Lord *Charles Pelham Pelham Clinton* for his own Use, and after the Determination of the aforesaid Trust for the Benefit of the said Lord *Charles Pelham Pelham Clinton* should, during the Remainder of the joint Lives of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, pay the said last-mentioned One Third Part or One Half, as the Case might be, of the said Dividends, Interest, and annual Produce, to the said Lady *Charles Pelham Pelham Clinton*, for her separate Use, with a Restriction against Anticipation, and with Power to give effectual Receipts or Discharges, in like Manner in all respects as was therein-before expressed with respect to the Two Third Parts or the One equal Half Part therein-before originally limited to the said Lady *Charles Pelham Pelham Clinton* for her separate Use, of the said Interest, Dividends, and annual Produce, and after the Death of the said Lord *Charles Pelham Pelham Clinton* should pay the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities to the said Lady *Charles Pelham Pelham Clinton* and her Assigns for her Life, and after the Death of the said Lady *Charles Pelham Pelham Clinton* should pay the same Interest, Dividends, and annual Produce (other than the Interest, Dividends, and annual Produce of the Money to arise by the Sale of the *Congalton* Estate, and of the Stocks, Funds, or Securities on which the same Monies should be invested,) to the said Lord *Charles Pelham Pelham Clinton* and his Assigns during his Life, and should pay the Interest, Dividends, and annual Produce of the Money arising by Sale of the *Congalton* Estate, and of the Stocks, Funds, or Securities on which such Money should be invested, to the said Lord *Charles Pelham Pelham Clinton* during so long of his Life as any Child of the said then intended Marriage should be living, and after the Death of the said Lady *Charles Pelham Pelham Clinton*, and subject to the Trusts therein-before declared for the said Lord *Charles Pelham Pelham Clinton*, should stand possessed of all and singular the said Trust Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, in trust for all or such One or more exclusively of the others

others or other of the Children of the said then intended Marriage, at such Age or Time, or respective Ages or Times if more than One, in such Shares, and with such future and executory or other Trusts for the Benefit of the said Children or some or One of them, with such Provisions for their Maintenance, Education, or Advancement, either at the Discretion of the said Trustees or Trustee for the Time being of the Indenture now in recital, or of any other Person or Persons, and upon such Conditions, with such Restrictions, and in such Manner as the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* should by any Deed or Deeds, Writing or Writings, sealed and delivered, with or without Power of Revocation and new Appointment, from Time to Time or at any Time jointly direct or appoint, and in default of such Direction or Appointment, and so far as no such Direction or Appointment should extend, then as the Survivor of them should by any Deed or Deeds, Writing or Writings, with or without Power of Revocation and new Appointment, or his or her last Will and Testament, or any Codicil thereto, from Time to Time or at any Time appoint, and for default of and until such Direction or Appointment, and so far as no such Direction or Appointment should extend, then as to all and singular the said Trust Monies, Shares, Stocks, Funds, and Securities, other than the Purchase Money of the *Congalton* Estate, and the Stocks, Funds, or Securities on which such Purchase Monies should be invested, in trust, if there should be only One Child of the said intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, other than an eldest or only Son, or a Daughter who under the Trusts therein-after declared should become entitled to the Monies arising by Sale of the *Congalton* Estate, or the Stocks, Funds, or Securities in or upon which the same should be invested, should, out of the said Trust Monies, Stocks, Funds, and Securities, (other than as aforesaid,) levy and raise the Sum of Seven thousand Pounds for the Benefit of such One Child of the said intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, and if there should be Two Children of the said intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, and no more, (other than an eldest or only Son or a Daughter entitled as aforesaid,) should levy out of the said Trust Monies, Shares, Stocks, Funds, and Securities the Sum of Ten thousand Pounds for the Benefit of such Two Children, and if there should be Three Children of the said intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, and no more, (other than an eldest or only Son or a Daughter entitled as aforesaid,)

aforesaid,) should by and out of the said Trust Monies, Shares, Stocks, Funds, and Securities levy and raise the Sum of Fifteen thousand Pounds for the Benefit of such Three Children, and if there should be Four Children of the said intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, and no more, (other than an eldest or only Son or Daughter entitled as aforesaid,) should levy and raise out of the said Trust Monies, Shares, Stocks, Funds, and Securities the Sum of Twenty thousand Pounds for the Benefit of such Four Children, and if there should be Five or more Children of the said intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, (other than an eldest or only Son or a Daughter entitled as aforesaid,) should levy and raise out of the said Trust Monies, Shares, Stocks, Funds, and Securities the Sum of Twenty-five thousand Pounds for the Benefit of such Five or more Children, the said Sums of Ten thousand Pounds, Fifteen thousand Pounds, Twenty thousand Pounds, or Twenty-five thousand Pounds, as the Case might be, to be divided between or among such Two, Three, Four, or Five, or more Children for whose Benefit the same should be raised as aforesaid in equal Shares as Tenants in Common, and, subject to the raising of the said Sums of Seven thousand Pounds, Ten thousand Pounds, Fifteen thousand Pounds, Twenty thousand Pounds, and Twenty-five thousand Pounds, as the Case might be, should stand possessed of all the Residue of the said Trust Monies, Shares, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, (other than the Stocks, Funds, and Securities the Produce of the *Congalton* Estate,) in trust for all and every the Children or Child of the said then intended Marriage who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, in equal Shares, if more than One, and if there should be but One such Child the whole to be in trust for that One Child; and in the Indenture now in recital were contained Provisions, Trusts, and Powers for the Maintenance, Education, and Advancement of the Children of the said intended Marriage entitled under the Trusts aforesaid; and it was by the Indenture now in recital agreed and declared, that in case there should be no Child of the said then intended Marriage who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, the said Trustees, their Executors, Administrators, and Assigns, should stand possessed of the said Trust Monies, Shares, Stocks, Funds, and Securities, other than the Stocks, Funds, and Securities the Produce of the Sale of the *Congalton* Estate, or so much thereof as should not have become vested or been disposed of under any of the Trusts or Powers therein-before declared,

declared, if the said Lord *Charles Pelham Pelham Clinton* should die in the Lifetime of the said Lady *Charles Pelham Pelham Clinton*, then, after his Death, and such Default or Failure of Children as last aforesaid, which should last happen, in trust for the said Lady *Charles Pelham Pelham Clinton*, her Executors, Administrators, and Assigns, but if she should die in his Lifetime, then, after the Death of the said Lord *Charles Pelham Pelham Clinton*, and such Default or Failure of Children as aforesaid, in trust for such Person or Persons, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as the said Lady *Charles Pelham Pelham Clinton*, notwithstanding Coverture, should, by her last Will and Testament, or any Codicil thereto, direct or appoint, and for default of such Direction or Appointment, and so far as no such Direction or Appointment should extend, in trust for such Person or Persons as at the Death of the said Lady *Charles Pelham Pelham Clinton* would under the Statutes for the Distribution of the Personal Estates of Intestates have become entitled thereto in case she had died possessed thereof intestate, and without having been married, and such Persons, if more than One, to take as Tenants in Common in the Shares in which they would have been entitled under the same Statutes; and in the Indenture now in recital were contained Provisions authorizing the said Lady *Charles Pelham Pelham Clinton*, in the event of her surviving the said Lord *Charles Pelham Pelham Clinton* and marrying again, to make and execute such Revocations and Settlements upon and for the Benefit of herself and any future Husband, and the Children of such future Marriage, as are in the Indenture now in recital mentioned, in such Manner and subject to such Provisions and Restrictions as therein mentioned; and it was by the Indenture now in recital agreed and declared, that it should be lawful for the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, during the Lives of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, and the Life of the Survivor of them, with their, his, or her Consent in Writing, to lay out and invest the Money to arise or be produced from the Sale, Transfer, or Disposition of all or any of the Stocks, Funds, Shares, or Securities for the Time being subject to the Trusts of the Indenture now in recital in the Purchase of any Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, or Hereditaments in *England*, *Wales*, or *Scotland*, but not in *Ireland*, for any Estate of Inheritance, to be conveyed or surrendered to them the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, and their or his Heirs and Assigns, according to the respective Tenures thereof, upon trust that the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton*

Stapleton Cotton, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, should, with the Consent in Writing of the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, or the Survivor of them, during his, her, or their Lifetime, and after the Death of such Survivor at the Discretion of the said Trustees or Trustee for the Time being, sell the same Manors, Messuages, Lands, Tenements, and Hereditaments, either entirely and altogether or in Parcels, and either by Public Auction or Private Contract, for such Price or Prices, and upon such Conditions, and with such Stipulations as to Title or otherwise, and in such Manner in every respect as the said Trustees or Trustee for the Time being should think fit, with Power to buy in or rescind any Contract for Sale of the said Premises or any Part thereof, and to resell the same, without being answerable for any Loss which might happen thereby, and to execute, make, and do, or procure to be made, executed, and done, all such Agreements, Conveyances, Surrenders, and Assurances, and other Things, for effectuating any such Sale as aforesaid, as should be necessary or expedient, and should stand and be possessed of and interested in the Monies to arise from any such Sale, after Payment thereout of the Costs attending the same, upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, Agreements, and Declarations, including the said Power of purchasing Hereditaments, as the Money so laid out in the Purchase of such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid would then have been subject to if the same had not been so laid out, and should in the meantime, and until such Manors, Messuages, Lands, Tenements, or Hereditaments should be so sold, pay or apply the Rents and Profits thereof to the Person or Persons, for the Purposes, and in the Manner to whom and for and in which the Interest, Dividends, and annual Produce of the Money laid out in the Purchase thereof, or of the Stocks, Funds, or Securities by or from the Sale, Transfer, or Disposition of which the same Money was produced, would have been payable or applicable, under the Trusts hereinbefore declared, in case such Sale, Transfer, or Disposition, and such Purchase, had not been made, it being by the Indenture now in recital agreed and declared, that the Manors, Messuages, Lands, Tenements, and Hereditaments which should be purchased under the Power now in recital should, when so purchased, be considered as Money, and be subject to the same Trusts in all respects as the Money laid out in the Purchase thereof would for the Time being have been subject to if the same had not been so laid out; and in the Indenture now in recital was contained a Power for the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Heirs of such Survivor, in the meantime, until the

said

said purchased Manors, Messuages, Lands, Tenements, and Hereditaments should be so sold as aforesaid, with such Consent or at such Discretion as aforesaid, to lease the same or any Part or Parts thereof as therein mentioned, and there was contained the usual Provision that the Receipts of the Trustees or Trustee for the Time being acting in the Execution of the Trusts of the Indenture now in recital should be good Discharges for any Monies, Stocks, Funds, or Securities paid or transferred to them or him under or by virtue of the same Indenture, and there were contained Provisions for the Appointment of new Trustees: And whereas the Marriage between the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* was solemnized shortly after the Date of the Two herein-before recited Indentures of Settlement, and there has been Issue of the said Marriage between the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton* Two Children, *videlicet*, *Emily Dora* and *Adela Harriet*, and no other Children: And whereas the said *James Campbell* died on or about the Twenty-fifth Day of *September* One thousand eight hundred and fifty: And whereas in the Year One thousand eight hundred and fifty-one the said Lord *Charles Pelham Pelham Clinton* upon his Retirement from the Army paid to the said Sir *Archibald Islay Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, pursuant to the Covenant in that Behalf contained in the first herein-before recited Indenture, the Sum of Six thousand Pounds: And whereas the Shares and Stocks mentioned in the First Schedule to this Act are the Shares and Stocks mentioned and settled in and by the first herein-before recited Indenture, as herein-before is mentioned, and Shares and Stock purchased with the said Sum of Six thousand Pounds: And whereas the Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock specified in the Second Schedule to this Act are the Sum of Bank Stock and *Forth and Clyde* Navigation Shares in the said herein-before recited Contract of Marriage, and herein-before mentioned to be standing in the Names of the said Sir *Adam Hay* and *John Tait* as aforesaid: And whereas the Shares and Stocks specified in the Third Schedule to this Act consist of the Shares and Stocks mentioned in and settled by the said second herein-before recited Indenture, exclusively of the Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock aforesaid, and exclusively also of such of the Stocks and Shares mentioned in and settled by the said second herein-before recited Indenture as have been sold for the Purposes in the same Indenture mentioned: And whereas the Debts of Six hundred Pounds, Five hundred Pounds, and Five hundred Pounds, in the said second herein-before recited Indenture mentioned as aforesaid, have been, out of the Produce of such Sales, paid to the Persons entitled to the same Debts respectively: And whereas the said Debt of Three thousand Pounds in the said

secondly

secondly herein-before recited Indenture mentioned to be due to the said *Susan Grant* was in the Year One thousand eight hundred and thirty-seven reduced by the Payment to her of the Sum of Two hundred Pounds, and the Sum of Two thousand eight hundred Pounds only remains due to her in respect of the said Debt: And whereas *Ann M'Cormack* or *Dalrymple*, the Wife of the said *Kirkby Dalrymple*, died on or about the Fourteenth Day of *April* in the Year One thousand eight hundred and thirty-five: And whereas the said *Kirkby Dalrymple* died on or about the Twentieth Day of *April* in the Year One thousand eight hundred and fifty-three: And whereas the Shares and Stocks mentioned in the said Schedules to this Act are, by reason of their fluctuating and uncertain Value, and Liability to Depreciation, unsuitable Investments for Trust Property, but they yield a larger Income than could be obtained if the Produce of such Shares and Stocks were invested in or upon any Funds or Securities in *England*, *Scotland*, or *Wales* of a Nature suitable for the Investment of Trust Property, or in the Purchase of Lands and Hereditaments in *England*, *Scotland*, or *Wales*: And whereas it appears by the Recitals contained in this Act that the Shares and Stocks mentioned in the said First Schedule to this Act were Shares and Stocks to which the said Lord *Charles Pelham Pelham Clinton* was absolutely entitled at the Time of the said Marriage, or which have arisen from the Investment of the said Sum of Six thousand Pounds paid to the said Trustees on his Retirement from the Army, and that the Stocks and Shares mentioned in the Second and Third Schedules to this Act were Stocks and Shares to which the said Lady *Charles Pelham Pelham Clinton* (subject as to the said Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act to the said annual Sum of Eight hundred Pounds to the said *Susan Grant* during her Life, and subject also to the other Life Annuities and Debts then affecting the same as aforesaid,) was at the Time of the said Marriage absolutely entitled: And whereas there was not at the Time of the said Marriage any Reason for believing that it would be desirable to invest the Settlement Property upon Real Securities in *Ireland*, or in the Purchase of Lands and Hereditaments in *Ireland*, and the Case being thus, and it being, from the State at that Time of Landed Property in *Ireland*, and the Difficulties as to Title, considered inexpedient, as a Rule, that such Investments should be authorized, and the Practice of Conveyancers in Cases the special Circumstances of which do not render such Investments in *Ireland* expedient being to prohibit such Investments, the said herein-before recited Indentures respectively contained Provisions against the Trust Property being laid out in or upon Investments in *Ireland*; but the said Lord *Charles Pelham Pelham Clinton*, in the Month of *July* One thousand eight hundred

and

and fifty-two, out of his private unsettled Fortune, purchased of the Commissioners for the Sale of Incumbered Estates in *Ireland* a Part of the Estates of the Earl of *Shannon* called the *Kinnalea* or *Cork* Harbour Estate in the County of *Cork*, containing about Three thousand two hundred and fifty-six Acres of Land, at the Price of Thirty-six thousand eight hundred and forty Pounds, which has since been conveyed to him by the said Commissioners, and he has contracted to purchase other Estates in the same County of *Cork*; and the Circumstances aforesaid, if they had existed at the Date of the herein-before recited Indentures of Settlement, would have rendered it desirable that the same Indentures respectively should have authorized the laying out of the Settlement Property in or upon Investments in *Ireland*; and the recent Acts for facilitating the Sale and Transfer of Incumbered Estates in *Ireland* have removed or greatly diminished the Objections which existed as aforesaid to such Investments, and by reason of the Parliamentary Title which may be acquired from the Commissioners for the Sale of Incumbered Estates in *Ireland*, and the larger Income in comparison of the Cost Price, such Investments of Trust Property are in many Cases very desirable; and the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, and *Susan Grant*, are desirous that the Trustees or Trustee for the Time being of the said Contract of Marriage of the First Day of *June* One thousand eight hundred and twenty-two, as to the Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act, and during the Continuance of the said annual Sum of Eight hundred Pounds to the said *Susan Grant*, and that the Trustees or Trustee for the Time being of the herein-before mentioned Indentures of Settlement respectively as to the same Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act from and after the Determination of the said annual Sum of Eight hundred Pounds to the said *Susan Grant*, and as to the Shares and Stocks mentioned in the said First and Third Schedules to this Act, should be empowered to lay out the whole or a Part of the Produce of the Shares and Stocks mentioned in the said Schedules to this Act in the Purchase of Lands and Hereditaments in *Ireland*, and that the Powers of the Trustees or Trustee for the Time being of the said Contract of Marriage and Indentures of Settlement respectively with respect to the Investment of the Trust Property should be extended so as to authorize Investments of the Trust Property upon Security in *Ireland* in manner herein-after mentioned; and it would be beneficial for the Parties who are or who may hereafter become interested under the said Marriage Contract and Indentures of Settlement respectively if the said Trustees respectively were empowered to make such Purchases of Lands and Hereditaments in *Ireland*, and

if the Powers of Investment were extended in manner herein-after mentioned; but by reason of the Provisions contained in the said Marriage Contract and the said Indentures of Settlement respectively the above beneficial Objects cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Charles Pelham Pelham Clinton* commonly called Lord *Charles Pelham Pelham Clinton*, and *Elizabeth* his Wife commonly called Lady *Charles Pelham Pelham Clinton*, *Susan Grant*, Sir *Archibald Islay Campbell*, *Wellington Henry Stapleton Cotton*, *Caledon Dupré Alexander*, Sir *Adam Hay*, and *John Tait*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Trustees of the Marriage Settlements, &c. may invest Proceeds of Stocks and Shares mentioned in the Schedules in the Purchase of Lands;

I. That from and after the passing of this Act it shall be lawful for the said Sir *Adam Hay* and *John Tait*, or the Trustees or Trustee for the Time being of the said Contract of Marriage of the First Day of *June* One thousand eight hundred and twenty-two, as to the said Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act, and during the Continuance of the said annual Sum of Eight hundred Pounds to the said *Susan Grant*, and that it shall be lawful for the said Sir *Archibald Islay Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the herein-before recited Indentures of Settlement of the Ninth Day of *August* One thousand eight hundred and forty-eight, and the Ninth Day of *August* One thousand eight hundred and forty-eight respectively, as to the said Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act, from and after the Determination of the said annual Sum of Eight hundred Pounds to the said *Susan Grant*, and as to the Shares and Stocks mentioned in the said First and Third Schedules to this Act respectively (in the event of it being determined to invest the whole or any Part of the Monies arising from the Transfer and Conversion into Money of the Shares and Stocks mentioned in the said Schedules to this Act in a Purchase or Purchases of Lands and Hereditaments), but with such Consent or at such Discretion as is mentioned in the said Contract of Marriage and Indentures of Settlement respectively, to lay out and invest all or any of the Monies arising from the Transfer and Conversion into Money of the Shares and Stocks mentioned in the said Schedules to this Act in the Purchase of any Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, and Hereditaments in *England*,

England, Scotland, Wales, or *Ireland,* in lieu of being restricted to investing such Monies in the Purchase of Lands, or of Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, and Hereditaments in *England, Wales,* or *Scotland,* as directed by the said Contract of Marriage and Indentures of Settlement respectively, and that the Trusts for Sale, leasing Powers, Directions, and Provisions contained in the same Contract of Marriage and Indentures respectively with respect to the Lands and Hereditaments thereby respectively authorized to be purchased shall extend and apply to Hereditaments in *Ireland* purchased under or by virtue of this Act, in the same Way as if such Purchases had been made under or by virtue of the said Contract of Marriage and Indentures of Settlement respectively: Provided always, that every Investment of the aforesaid Trust Monies or any Part thereof in the Purchase of Hereditaments in *Ireland,* pursuant to the Power in that Behalf contained in this Act, shall be made under the Direction and with the Sanction of the High Court of Chancery in *England;* and that it shall be lawful for the said Court of Chancery, upon the Petition, as the Case may be, of the said Sir *Adam Hay* and *John Tait,* or the Trustees or Trustee for the Time being of the said Contract of Marriage, or of the said Sir *Archibald Islay Campbell, Wellington Henry Stapleton Cotton,* and *Caledon Dupré Alexander,* or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indentures of Settlement respectively, in a summary Manner, to make such Orders or Order in relation to any such Investment as to the said Court of Chancery shall seem meet.

subject to the Direction of the Court of Chancery in England.

II. That the said Sir *Adam Hay* and *John Tait,* or the Trustees or Trustee of the said Contract of Marriage, as to the said Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act, and during the Continuance of the annual Sum of Eight hundred Pounds to the said *Susan Grant* as aforesaid, shall have the same Powers with respect to the Investment of the said Trust Monies on Securities in *Ireland* as the said Trustees or Trustee would under the Public General Act, Fourth and Fifth *William* the Fourth, Chapter Twenty-nine, have had, if such Marriage Contract had authorized the Investment of such Trust Monies on Real Securities in *England, Wales,* or *Great Britain,* but without any express Restriction against the Investment of such Monies upon Real Securities in *Ireland.*

Trustees of Contract of Marriage may invest Proceeds of Stocks in the Second Schedule on Securities in Ireland.

III. That, notwithstanding the express Restrictions contained in the said Indentures of Settlement respectively against the Investment of Trust Monies on Securities in *Ireland,* the said Sir *Archibald Islay Campbell, Wellington Henry Stapleton Cotton,* and *Caledon Dupré*

Trustees of Indentures of Settlement may invest Proceeds of

Stocks and Shares in First and Third Schedules on Securities in Ireland.

Dupré Alexander, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indentures of Settlement respectively, as to the Sum of Bank Stock and *Forth and Clyde* Navigation Consolidated Stock mentioned in the said Second Schedule to this Act, from and after the Determination of the said annual Sum of Eight hundred Pounds to the said *Susan Grant*, and as to the said Shares and Stocks mentioned in the said First and Third Schedules to this Act, shall have the same Powers with respect to the Investment of Trust Monies on Securities in *Ireland* as the said Trustees or Trustee would under the said Public General Act, Fourth and Fifth *William* the Fourth, Chapter Twenty-nine, have had, if such express Restrictions had not been inserted in the same Indentures of Settlement respectively.

As to Expenses of this Act and Proceedings under it.

IV. That the Costs, Charges, and Expenses of obtaining this Act and preparatory thereto, and the Costs, Charges, and Expenses of all Acts and Proceedings thereunder, including any Expenses to be incurred by the said Sir *Adam Hay* and *John Tait*, or the Trustees or Trustee for the Time being of the said Contract of Marriage, in or about any Acts or Proceedings under this Act, shall be and be deemed Part of the Costs, Charges, and Expenses incurred or expended in or about the Execution of the Trusts or Powers reposed or vested by the said Two Indentures of Settlement of the Ninth Day of *August* One thousand eight hundred and forty-eight and Ninth Day of *August* One thousand eight hundred and forty-eight respectively in the said Sir *Archibald Islay Campbell*, *James Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, as aforesaid, and shall and may be retained, reimbursed, and paid accordingly by the Trustees or Trustee for the Time being acting in the Execution of the Trusts or Powers last aforesaid, by and out of any Monies which shall come to their or his Hands under or by virtue of the same Indentures.

General Saving.

V. Saving always to the Queen's most Excellent Majesty, and to Her Heirs and Successors, and to all and every other Persons or Person, Bodies Politic and Corporate, and his, her, and their Heirs, Successors, Executors, and Administrators, (other than the said Lord *Charles Pelham Pelham Clinton* and Lady *Charles Pelham Pelham Clinton*, and all and every the Children of the said Lord and Lady *Charles Pelham Pelham Clinton*, and the Persons who at her Decease, if she had died intestate and without having been married, would, under the Statutes for the Distribution of the Estate and Effects of Intestates, be entitled to the Personal Estate of the said Lady *Charles Pelham Pelham Clinton*, and the Persons or Person to become entitled under

under or by virtue of any Appointment made by the said Lady *Charles Pelham Pelham Clinton*, pursuant to any Power contained in the said second herein-before recited Indenture of Settlement, and the said *Susan Grant* and *Margaret Begbie*, and the said Sir *Archibald Islay Campbell*, *Wellington Henry Stapleton Cotton*, and *Caledon Dupré Alexander*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, and the Trustees or Trustee for the Time being of the said Indentures of Settlement respectively, and the said Sir *Adam Hay* and *John Tait*, and the Trustees and Trustee for the Time being of the said Contract of Marriage,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or could have had, held, or enjoyed in case this Act had not been passed.

Act as printed by Queen's Printers to be Evidence.

VI. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULES referred to in the foregoing Act.

The FIRST SCHEDULE.

98 Shares in the Leeds and Thirsk Railway Company of £50 each (now the Leeds and Northern Railway).	
65 Shares in the Glasgow, Dumfries, and Carlisle Railway Company of £8 6*s.* 8*d.* each . .	Now converted into £541 13*s.* 4*d.* Glasgow and South-western Railway Stock.
4 Great Western Railway £100 Shares 2 Half Shares ,, £50 ,, 7 Shares ,, £20 ,, 10 Shares ,, £25 ,,	Now converted into £890 Great Western Railway Stock.
£5,200 South-western Railway Stock.	
£2,150 Lancashire and Yorkshire Railway Stock.	

Will^m Henderson.

The SECOND SCHEDULE.

£10,648 2*s.* 10*d.* Stock of the Governor and Company of the Bank of England called Bank Stock.

40 Shares of the Company of Proprietors of the Forth and Clyde Navigation	Now converted into £5,000 of Consolidated Stock of the said Company of Proprietors of the Forth and Clyde Navigation.
40 Quarter Shares of the same Company	

Will^m Henderson.

The

The THIRD SCHEDULE.

70 Old Shares Imperial Gas Company.
30 New Shares „
60 Shares of the Company of Proprietors of the Forth and Clyde Navigation . . . .
15 Quarter Shares of the same Company . . . .
} Now converted into £6,375 of Consolidated Stock of the said Company of Proprietors of the Forth and Clyde Navigation.
68 Shares of the Shotts Iron Company.
36 Preference Shares of £15 each of the Stock of the York and Newcastle Railway Company.
24 Shares of £25 each of ditto.
11 New Shares of £25 each of the Edinburgh and Northern Railway Company's Stock (now called the Edinburgh, Perth, and Dundee Railway Company), now £151 5*s*. Consolidated Stock.
18 New Shares, £5 Stock, of the Edinburgh and Northern Railway Company's Stock, formerly the Edinburgh, Leith, and Granton Railway Company (now called the Edinburgh, Perth, and Dundee Railway Company).

Will^m Henderson.

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Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1853.