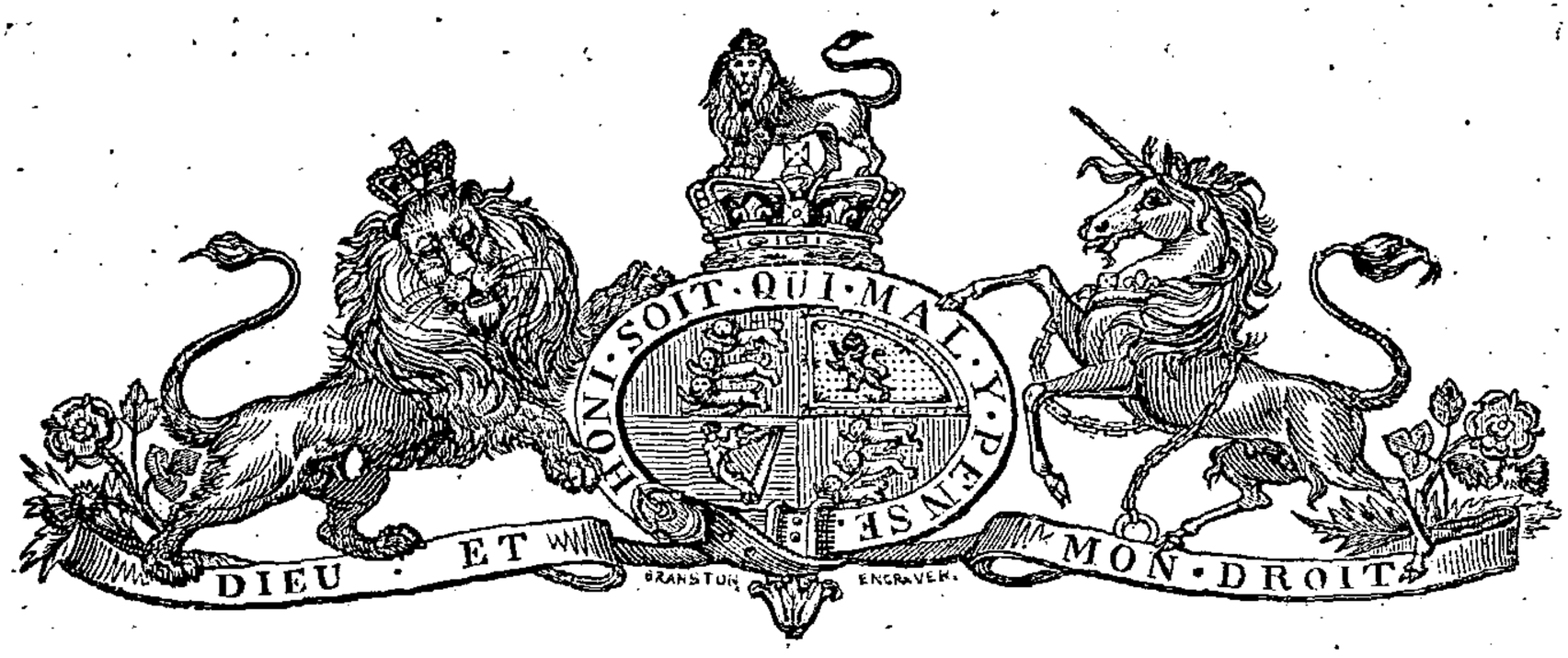


ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

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Heritable Offices, Woods, Mills, Teinds, Fishings, and other Heritages therein-after specified, lying and described in manner therein-after mentioned, being all and sundry his Lands, ancient Barony, Lordship, and Thaindom of *Glamis*, and other Lands and Estates, lying within the Sheriffdoms of *Forfar*, *Perth*, *Fife*, and *Kincardine*, in the Hands of the immediate lawful Superiors thereof, or of their Commissioners in their Names having Power to receive Resignations, and thereupon to grant new Infeftments, in favour and for new heritable Infeftments of the same to be granted to himself, and the Heirs Male lawfully to be procreated of his Body, successively in Order according to their respective Seniorities, and the Heirs Male respectively to be procreated of their Bodies successively; whom failing, to the Heirs whatsoever lawfully to be procreated of the Bodies of his said Heirs Male, successively in Order according to their Seniority, and the Heirs whatsoever respectively to be procreated of their Bodies respectively; whom failing, to the Heirs whatsoever lawfully to be procreated of his Body, successively in Order according to their Seniority, and the Heirs whatsoever respectively to be procreated of their Bodies successively; whom failing, to any Person or Persons to be named by him in any Nomination or other Writing to be executed by him at any Time of his Life; and failing of such Nomination, and of the Person or Persons to be therein named, and their Heirs, then to the Persons having Right for the Time to the Titles, Dignities, and Honours of Earl of *Strathmore* and *Kinghorn*, or any other Titles, Dignities, and Honours enjoyed by him and the Persons succeeding thereto in all Time coming, in virtue of the Rights and Patents of his said Titles and Honours; declaring that in case his Titles and Honours should happen to divide or separate, and to devolve or descend to different Persons, then the Persons succeeding to the highest *Scotch* Title of Dignity enjoyed by him should, upon Failure of all his Heirs of Taillie before mentioned or to be appointed or named by him, have Right to the Succession of the Lands and Estates therein-before resigned, his Intention being that in that Case his said Lands and Estates should belong to the Person succeeding to the highest *Scotch* Title of Dignity then enjoyed by him; whom failing, by the Extinction of all his Titles and Honours, then his said Lands and Estates should fall and devolve and belong to his Heirs Male whatsoever; whom failing, to his own nearest Heirs whatsoever and their Assignees, the eldest Heir Female and the Descendants of her Body always excluding Heirs Portioners, and succeeding still without Division throughout the whole aforesaid Course of Succession, as well of Heirs whatsoever as of Heirs of Taillie, but always with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations, Powers, Faculties, and Reservations therein-after written, and which are usual in Settlements of strict Entail by the Law and Practice of *Scotland*:

Deed of Nomination of Heirs of Entail, 15th Dec. 1815.

And whereas the said *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn*, by a Deed of Nomination and Appointment of Heirs of Entail executed by him, bearing Date the said Fifteenth Day of *December* in the Year of our Lord One thousand eight hundred and fifteen, registered in the Books of Council and Session in *Scotland* the said Thirtieth Day of *November* in the Year of our Lord One thousand eight hundred and twenty, and in the Register of Entails the Thirty-first

Thirty-first Day of *May* in the Year of our Lord One thousand eight hundred and twenty-five, upon the Recital of the foresaid Disposition and Deed of Entail executed by him, and on the further Recital that of the Date thereof he had executed a Trust Disposition of his said Estates, whereby in the event of his Death without Heirs of his Body the same would be vested in Trustees for the Uses and Purposes therein specified, and the Right of the said Trustees would be preferable to and exclude all the Heirs of Entail therein-after named and appointed other than and except the Heirs of his own Body, and being resolved to exclude the Honourable *Thomas Bowes*, his only surviving Brother German, and *John Lyon* of *Hetton House* in the County Palatine of *Durham*, and *Charles Lyon* his Brother, from ever succeeding to his said Estates, he had resolved to execute the said Deed of Nomination and Appointment; therefore he did thereby declare and appoint that in case of the Failure of Heirs whatsoever of his Body, and the Heirs of their Bodies, his said Lands and Estates should devolve and belong to the Heirs Male lawfully procreated or to be procreated of the Body of the said *Thomas Bowes*, successively in their Order, according to their respective Seniorities, and the Heirs Male respectively to be procreated of their Bodies successively; whom failing, to the Persons having Right for the Time being to the Titles, Dignities, and Honours of Earl of *Strathmore* and *Kinghorn*, and any other Titles, Dignities, and Honours enjoyed by him, other than and except the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*, all and each of whom were thereby specially excluded and debarred from ever succeeding to or enjoying his said Lands and Estates; declaring that in case his Titles and Honours should happen to divide and separate, and to devolve and descend to different Persons, then the Person succeeding to the highest *Scotch* Title of Dignity enjoyed by him, excluding and excepting always the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*, should, upon the Failure of all his Heirs of Taillie before mentioned or to be appointed or named by him, have Right to the Succession and Enjoyment of the said Lands and Estate, his Intention being that in that Case his said Lands and Estate should belong to the Persons succeeding to the highest *Scotch* Title of Dignity then enjoyed by him, excepting always the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*, none of whom should ever succeed to or enjoy his said Lands and Estates, or any Part of them, and who were all and each of them thereby specially excluded therefrom as aforesaid; whom failing, by the Extinction of all his Titles and Honours, then his said Lands and Estates should fall and devolve and belong to his Heirs Male whatsoever, excluding always the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*; whom failing, to his own nearest Heirs whatsoever, and their Assignees, the eldest Heir Female and the Descendants of her Body always excluding Heirs Portioners, and succeeding still without Division throughout the whole aforesaid Course of Succession, as well of Heirs whatsoever as of Heirs of Taillie, but always with and under the Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations, Powers, Faculties, and Reservations contained in the foresaid Disposition and Deed of Entail; and it was thereby declared that the said Disposition and Deed of Entail was granted and should be accepted by the

Heirs

Heirs of Entail thereby appointed to succeed to the said Lands and Estates, failing Heirs of his own Body, with and under the Burden of the foresaid Trust Disposition, as therein mentioned: And whereas the said *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn*, by a Trust Disposition executed by him, bearing Date the said Fifteenth Day of *December* in the Year of our Lord One thousand eight hundred and fifteen, and recorded in the Books of Council and Session in *Scotland* the Second Day of *August* in the Year of our Lord One thousand eight hundred and twenty, after reciting the aforesaid Disposition and Deed of Entail, and also the aforesaid Deed of Nomination and Appointment, and also upon this further Recital that he had executed a Will of his Estates and Property situated in *England*, and that he was resolved that his Lands and Estates in *Scotland* then belonging to him, together with such other Lands and Estates there as should be acquired by him or his Trustees therein-after named, in manner therein-after specified, should, in Terms of the Entail and Deed of Nomination and Appointment before narrated, failing Heirs of his own Body, devolve upon the Heirs Male of the Body of the said *Thomas Bowes*, and the other Heirs of Taillie therein mentioned; and that for the Periods therein-after specified, and while any Debts affecting his *Scots* Estate remained unpaid, the same should be possessed by his Trustees therein-after named; and that the Rents and Profits and Emoluments thereof, and Prices of the Woods allowed to be cut and sold by his said Trustees, as therein-after mentioned, together with the Produce of his Personal Estate and Debts due to him in *Scotland*, should be applied by them to the Purposes therein-after specified; did therefore give, grant, and dispone to *James Farrer* and *James Farrer Steadman*, both of *Bread Street Hill* in the City of *London*, Esquires, and *James Dundas* of *Saint Andrew's Square* in the City of *Edinburgh*, Esquire, Clerk to the Signet, and to such other Person or Persons as should be named and appointed by him by any Writing under his Hand, and who should be named or assumed in virtue of the Powers therein-after written as Trustees for executing the Trust thereby created, and to the Survivors or Survivor of the said Trustees named or to be named by him, or who should be named or assumed as aforesaid, and who should accept thereof, the Majority of them for the Time being a Quorum, and any One of them having sufficient Power at all Times to act in case One of them only should accept and survive, but in Trust for the Uses, to the Ends and Purposes, and with the Powers, and under the Conditions, Provisions, and Declarations therein-after written, all and sundry the Earldom, Lordships, Thaindoms, Towns, Lands, Baronies, Burgh of Barony, Patronages, Chaplainries, Heritable Offices, Woods, Mills, Teinds, Fishings, and other Heritages therein particularly specified, and also all other Lands and Heritages within *Scotland* then belonging or which should happen to belong to him at his Death, together with all Right, Title, and Interest, as well petitiory as possessory, which he, or his Ancestors or Authors, had or could pretend to the said Earldom, Lordships, Thaindoms, Towns, Lands, Baronies, Burgh of Barony, Patronages, Chaplainries, Heritable Offices, Woods, Mills, Teinds, Fishings, and other Heritages therein particularly and generally before disponed, or to any Part or Portion of the same; and also all and sundry Debts and

Trust Disposition, 15th Dec. 1815.

Sums

Sums of Money, whether heritable or moveable, real or personal, Principal, Interest, and Penalty, which should be owing to him in *Scotland* at his Death by any Person or Persons, with the whole Vouchers and Instructions thereof, Securities which had been or should be granted therefor, and Adjudications and other legal Diligence and Execution which should have been used for the same; as also all and sundry Household Furniture, Linens, Books, Plate, Carriages, Horses, Sheep, Cattle, Farm Stock, Arrears of Rent, Subscriptions to Roads or Bridges, and Dividends due thereon, and all other moveable Goods and Effects of every Kind, Heirship Moveables included, which should belong to him, and lie within *Scotland* at his Death, but in Trust to and for the Uses, Ends, and Purposes therein particularly after specified, (*videlicet*,) that his said Trustees or Trustee might immediately after his Death establish in their or his Persons or Person a valid Feudal Title to such Lands and other Heritages as might belong to him at his Death, but which were not specially described in the Entail executed by him as aforesaid, and should then convey and make over the same to his said Heir of Entail, and the other Heirs of Taillie thereby appointed to succeed to him or her, but always with and under the Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Powers, Faculties, and Reservations, contained therein, and in the said Deed of Nomination and Appointment, and also under the Burden of the said Trust Disposition, and should cause record such Entail to be executed by them in the Register of Tailzies, and also in the Books of Council and Session, and that the Debts, Sums of Money, Arrears of Rent, Sums due upon Bonds, heritable or moveable, Bills, Contracts, Accounts, Decrees, Subscriptions to Roads and Bridges, and Dividends thereof, therein-before disponed, and the Prices of Woods allowed to be sold as therein-after mentioned, might be uplifted; and also that his moveable Estate and Effects in *Scotland* before conveyed (under Exception of the Furniture and other Effects in *Glamis Castle*), which should belong to him at his Death, might be sold, and that the Price and Produce thereof might be applied to the Purposes therein-after mentioned, (*videlicet*,) in the first place, for the Payment of his Death-bed and Funeral Expences, in so far as the same should not be directed to be paid by the Trustees of his *English* Estates, and of the Expence of Management and executing the said Trust; secondly, for Payment of the Expence of keeping up and maintaining in good and sufficient Repair his Mansion House of *Glamis Castle*, and whole Furniture and other Effects therein, and the Expence of carrying on any Improvements or Meliorations on the Estate which he might have begun or projected, or which his said Trustees in their Discretion should judge prudent or advantageous; thirdly, for the Payment of such just and lawful Debts as should be due by him at his Death, and which should either be secured upon his *Scots* Estate, or have been contracted or become due by him in *Scotland*; fourthly, for Payment and Satisfaction of all Obligations, Legacies, Annuities, Donations, or other Bequests whatsoever, granted or to be granted by him to any Person or Persons who should have been resident in *Scotland* at the Time the same were made, or which he should declare to be a Burden upon his *Scots* Estate, and that whether granted by Bond, Deed, Missive, Memorandum, Codicil, or

or other Writing whatsoever expressive of his Will and Intention, executed or to be executed by him at any Time of his Life, or even upon Deathbed, with the Formality of which Deeds or Writings he thereby dispensed; and lastly, his said Trustees should apply, lay out, and invest the Rents and Produce of his said Estates, and Debts and other Effects thereby conveyed to them, and Prices of Wood allowed to be cut as therein-after mentioned, either in the Purchase of Government Securities or on heritable Securities in *Scotland*, as they should think most advisable, until an Opportunity should offer of applying the same in the Purchase of Lands in *Scotland* situated as contiguous and convenient as might be to his said Taillied Estate, and when such Opportunity should offer the said Trustees or Trustee acting for the Time should at their Discretion apply the said Rents and Debts, and the Produce of the said Effects, with the growing Interest thereof, from Time to Time, on such Purchases; and after establishing a proper Feudal Title to the Lands and others so to be purchased in their own Persons as Trustees foresaid they should execute an Entail or Entails thereof in favour of the Person who by the aforesaid Entail and Nomination executed by him should have Right for the Time to his said Taillied Estate under the Burden of the said Trust, and of the other Heirs of Taillie thereby appointed to succeed to him; but always with and under similar Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Powers, Faculties, and Reservations, to those contained in his said Entail, and also under the Burden of the said Trust, which should extend to the Lands so to be acquired and entailed by his said Trustees as well as to the Lands which should belong to him at his Death, and which were thereby conveyed to them, and which Entail or Entails should be recorded as therein mentioned; and it was by the said Trust Disposition declared, that the Trust thereby created should subsist till all the Debts, Legacies, Donations, and others payable out of his *Scotch* Estates as aforesaid should be paid and extinguished, and for the Space of Thirty Years from the Day of his Death, and until the Death of the longest Liver or Survivor of the said *Thomas Bowes* his Brother, and of *John Lyon* of *Hetton House* in the County Palatine of *Durham*, and *Charles Lyon*, Brother of the said *John Lyon*, and immediately after the expiring of Thirty Years from the Day of the said Earl's Death, and after the Death of the longest Liver or Survivor of the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*, and whenever the said Debts, Legacies, Donations, and others should have been paid as aforesaid, the said Trust should fall and become extinct; and it was further specially provided and declared, that in case the said *Thomas Bowes* should die leaving a Child or Children succeeding to his the said Earl's Title and Dignity of *Strathmore* and *Kinghorn*, and having Right to succeed to the said Estates as Heir of Entail therein, his said Trustees might, after the Expiry of Thirty Years from the Day of his Death, and in case the other Purposes of the said Trust were then completed, convey and make over, or cede and give up Possession of the said Estates, together with the Furniture and other Effects in his said Mansion House of *Glamis Castle*, to such Child or Children, and that although the said *John Lyon* and *Charles Lyon*, or either of them, might be then living, with a similar Provision in favour of the Child or Children of the said *John Lyon* succeeding

as

as aforesaid, although the said *Charles Lyon* might be then living, but with the special Condition and Provision that in case the said *John Lyon* or *Charles Lyon* should at any Time thereafter succeed to the said Title and Dignity by the Death of the Child or Children of the said *Thomas Bowes* or of the said *John Lyon*, who should have had Right to succeed to his said Estates as Heirs of Entail therein, and have been put in possession thereof as aforesaid, then the said Trust should revive, and the said Trustees should be entitled to resume Possession of the said Estates, and the said *John Lyon* and *Charles Lyon* should be excluded from the said Estates, and from the Rents and Profits thereof, during their respective Lives; but declaring that in case the said Title and Dignity of Earl of *Strathmore* and *Kinghorn* should descend to the said *John Lyon*, he should be entitled to receive from the said Trustees the Sum of Two thousand Pounds Sterling yearly, from the Time of his Succession to the said Title and Dignity during his Life, and no more, and a similar Sum of Two thousand Pounds yearly was declared to be payable to the said *Charles Lyon* in case of his Succession to the said Title and Dignity, and that after the said Debts, Legacies, Donations, and others payable out of his the said Earl's *Scotch* Estates should be paid and extinguished as aforesaid; and that after the Space of Thirty Years from the Day of his Death, and after the Death of the longest Liver of them, or Survivor of the said *Thomas Bowes*, *John Lyon*, and *Charles Lyon*, his the said Earl's Heir of Entail for the Time should be immediately entitled to enter to the Possession, not only of his said Entailed Estate, in Terms of the foresaid Entail and Deed of Nomination, but also of any other Estates in *Scotland* which might thereafter be acquired by him the said Earl or by his said Trustees, and which should be entailed by him or by his said Trustees, in Terms of the said Trust Disposition, and the said Trustees or Trustee acting for the Time being should then be bound to cede the Possession of the said Estates to the said Heir of Taillie, together with the Furniture and other Effects in the said Mansion House of *Glamis Castle*; and in case the Sum then in the Hands of the said Trustees, together with what they should then have received and invested or placed out at Interest as aforesaid, should not exceed Four thousand Pounds Sterling, they are thereby empowered and directed to pay and make over the same, with all Securities therefor, to the said Heir of Taillie, as the said Trust Disposition, containing a Procuratory of Resignation, a Power to recall or alter at any Time in his the said Earl's Life, and even upon Deathbed, a Clause dispensing with the Delivery thereof, a Precept of Sasine, and sundry other Clauses, more fully bear: And whereas the said *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn*, by an additional Nomination of a Trustee executed by him, bearing Date the First Day of *July* in the Year of our Lord One thousand eight hundred and twenty, and recorded in the Books of Council and Session in *Scotland* the said Second Day of *August* in the Year of our Lord One thousand eight hundred and twenty, nominated and appointed *John Dean Paul* Esquire (now Sir *John Dean Paul* Baronet), of the *Strand* in the County of *Middlesex*, to be One of the Trustees and Executors under his said Trust Disposition, along with the Trustees therein named: And whereas the said *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn* departed this Life on the Third Day of *July* in the Year of our

Additional Nomination of a Trustee, 1st July 1820.

our Lord One thousand eight hundred and twenty, without having lawful Issue of his Body, and was succeeded in his said Titles and Honours by his said Brother *Thomas Bowes*, now the Right Honourable *Thomas Bowes* Earl of *Strathmore* and *Kinghorn*; and the Trustees named in the said Trust Disposition and additional Nomination of a Trustee executed by the said late Earl of *Strathmore* (excepting the said *James Farrer Steadman*, who never acted in the said Trusts,) entered to the Possession of his Lands and Estates in *Scotland* for the Purposes of the said Trust, and the said Trustees were duly infeft and seised therein, conform to Four Instruments of Sasine in their Favour, the First dated the Seventh Day of *July*, and recorded in the General Register of Sasines at *Edinburgh* the Second Day of *August*, in the Year of our Lord One thousand eight hundred and twenty; the Second dated the Twenty-ninth Day of *July*, and recorded in the General Register of Sasines at *Edinburgh* the Third Day of *August*, in the Year of our Lord One thousand eight hundred and twenty; the Third dated the Nineteenth Day of *February*, and recorded in the General Register of Sasines at *Edinburgh* the Fourteenth Day of *March*, in the Year of our Lord One thousand eight hundred and twenty-one; and the Fourth dated the Twenty-seventh and recorded in the General Register of Sasines at *Edinburgh* the Thirtieth Day of *November* in the Year of our Lord One thousand eight hundred and twenty-seven: And whereas the now acting Trustees of the said *Scotch* Estates of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* are the said Sir *John Dean Paul* Baronet, *John Dundas* of the City of *Edinburgh*, Clerk to the Signet, *John Dean Paul* junior, of the *Strand* in the County of *Middlesex*, Esquire, and *William Murray* of *Henderland*, Esquire, and they, or the Trustees for the Time being acting under the aforesaid Trusts, have paid off all Debts of the said Earl affecting his *Scotch* Estates to the Amount of Thirty-eight thousand seven hundred and twelve Pounds Nineteen Shillings and Three-pence, or thereabouts, besides Interest due thereon, and also all Legacies bequeathed by him payable out of his said *Scotch* Estates to the Amount of Five thousand two hundred and forty Pounds Twelve Shillings and Two-pence, or thereabouts, and have laid out in the Purchase of Lands and Estates in *Scotland* on behalf of the said Heirs of Entail to the Amount of One hundred and twenty-six thousand four hundred and eighty-three Pounds Eight Shillings and Nine-pence, or thereabouts: And whereas the annual Rental of the said Trust Estates in *Scotland* is now of the Amount of Fifteen thousand Pounds or thereabouts (exclusive of the Sums received for Sales of Wood and other casual Profits accruing from the said Estates), of which Rental the Sum of Six thousand Pounds or thereabouts arises from the Lands and Estates purchased by the said Trustees as aforesaid, and the said Rental or Income will be increased as future Purchases shall be made by the said Trustees: And whereas the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, in and by his last Will and Testament in Writing, bearing Date the Third Day of *July* One thousand eight hundred and seventeen, duly executed and attested as by Law then required for passing Real Estates by Devise, did give, devise, and bequeath all his Estates and Property therein particularly mentioned and described situate in *England* to certain Trustees and their Heirs, upon

Will of said John Earl of Strathmore, settling his English Estates, 3d July 1817.

upon certain Trusts therein particularly mentioned, for Payment of his Debts and Legacies by his said Will given and bequeathed, and, subject thereto, to the Use of his Son or reputed Son (who was baptized in the Parish of *Chelsea* on the Twenty-ninth Day of *June* One thousand eight hundred and eleven by the Name of *John Bowes*) during his Life, without Impeachment of Waste; with Remainder to to the First and other Sons of the said *John Bowes* in Tail Male; with Remainder to the said First and other Sons of the said *John Bowes* in Tail; with Remainder to the First and other Daughters of the said *John Bowes* in Tail Male; with Remainder to the said First and other Daughters of the said *John Bowes* in Tail; with Remainder to the First and other Sons of the said *Thomas Bowes* now Earl of *Strathmore* and *Kinghorn*, in Tail Male; with divers Remainders over: And whereas the said *John Bowes* the First Tenant for Life of the said *English* Estates is now living, and is in the Possession of or in the Receipt of the Rents and Profits thereof: And whereas by Indenture bearing Date the Twentieth Day of *December* One thousand eight hundred and twenty, and made between the said *Thomas Bowes* Earl of *Strathmore*, and *George Thomas Lyon Bowes* Lord *Glamis*, now deceased, then an Infant of the Age of Twenty Years or thereabouts, of the First Part, *Charlotte Lyon Bowes* Lady *Glamis* (then *Charlotte Grimstead* Spinster) of the Second Part, and *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, therein respectively described, of the Third Part, being Articles for a Settlement made on the Marriage of the said late Lord *Glamis* with the said *Charlotte Grimstead* now Lady *Glamis*, it is witnessed, that in consideration of the said then intended Marriage, and in pursuance and in obedience of the therein-recited Order of the High Court of Chancery, it was thereby agreed and declared between and by the said Parties to the now-reciting Indenture, as far as they were respectively interested or concerned, and the said Lord *Glamis* deceased did thereby, for himself, his Heirs, Executors, and Administrators, and with the Consent and Approbation of the said *Thomas Bowes* Earl of *Strathmore*, his Father and Guardian, and also the said *Thomas Bowes* Earl of *Strathmore* did thereby for himself, his Heirs, Executors, or Administrators, covenant, promise, and agree to and with the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, their Heirs and Assigns, that in case the said intended Marriage should take effect, and the said Lord *Glamis* should live to attain the Age of Twenty-one Years, the said Lord *Glamis*, and also, if living, the said *Thomas Bowes* Earl of *Strathmore*, and all other necessary and proper Parties, should and would, immediately after the said Lord *Glamis* should attain his Age of Twenty-one Years, at the Costs and Charges of the Trust Estate, in manner therein mentioned, well and effectually convey, surrender, and assure unto the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, their Heirs and Assigns, the Inheritance in Fee Simple and the Inheritance in Fee, according to the Custom of the Manor of *Paul's Walden*, whereof the Copyhold Parts thereof were holden, of and in all and singular the Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments late of *Mary Bowes*, therein mentioned, situate at *Paul's Walden* or elsewhere in the County of *Herts*, to be held by the said *Richard Boulton*,

Articles on Marriage of late Lord Glamis, 20th Dec. 1820.

William Henry Fielde, and *George Grimstead*, their Heirs and Assigns, to, for, and upon the several Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, and Declarations hereinafter mentioned and agreed to be limited and declared of and concerning the same; that is to say, to the Use of the said *Thomas Bowes* Earl of *Strathmore* if living, and his Assigns, during the Term of his natural Life, without Impeachment of Waste, by way of Restoration of his Life Estate therein, and of all Powers and Authorities incident or belonging to him in respect of his said Life Estate, and after the Decease of the said *Thomas Bowes* Earl of *Strathmore* to the Use of the said Lord *Glamis* and his Assigns, during the Term of his natural Life, without Impeachment of or for any manner of Waste; with Remainder to the said Trustees to preserve contingent Remainders; with Remainder to the Use of *Charlotte Grimstead*, now Lady *Glamis*, and her Assigns, during the Term of her natural Life, in bar of Dower, and in part of the Jointure intended to be provided for her in pursuance of the therein-recited Proposals; with Remainder to the said Trustees to preserve contingent Remainders; with Remainder to the Use of the First and other Sons of the said intended Marriage, severally and successively, according to Seniority of Age, in Tail, with divers Remainders over; and by the same Indenture or Articles for a Settlement it is further witnessed, and further agreed and declared, that in consideration of the said intended Marriage the said Lord *Glamis* did thereby for himself, his Heirs, Executors, and Administrators, and with the like Consent and Approbation of the said *Thomas Bowes* Earl of *Strathmore*, and also the said *Thomas Bowes* Earl of *Strathmore* did thereby for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree, to and with the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, their Executors, Administrators, and Assigns, that in case the said intended Marriage should take effect, and the said Lord *Glamis* should live to attain the Age of Twenty-one Years, the said Lord *Glamis*, and also, if living, the said *Thomas Bowes* Earl of *Strathmore*, and also all other necessary and proper Parties, should and would, immediately after the said Lord *Glamis* should attain the Age of Twenty-one Years, at the Costs and Charges of the said Trust Estate, in manner therein mentioned, well and effectually assign and assure unto the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, or the Survivors or Survivor of them, his Executors or Administrators, all and singular the Leasehold Messuages, Tenements, and other Hereditaments, late of the said *Mary Bowes*, situate and being at *Saint Paul's Shadwell* in the County of *Middlesex*, and demised by the therein-recited Indenture of Lease of the Twenty-ninth Day of *January* One thousand eight hundred and fourteen, to be held by the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, their Executors and Administrators, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed and declared of and concerning the same, that is to say, upon Trust, in the first place, by and out of the annual Rents of the said Leasehold Premises, to pay and satisfy the Rents reserved and made payable in and by the said Indenture of Lease, and, subject thereto, upon Trust that the said *Richard Boulton*, *William Henry Fielde*,

Fielde, and *George Grimstead*, and the Survivors and Survivor of them, their and his Executors and Administrators, should stand possessed of and interested in all and singular the said Leasehold Hereditaments and Premises, in Trust for the said *Thomas Bowes* Earl of *Strathmore*, and his Assigns, during his Life, by way of Restoration of his Life Estate and Interest in the said Leasehold Hereditaments and Premises, and all Powers and Authorities incident and belonging to him in respect of such Life Estate and Interest, and from and after the Decease of the said *Thomas Bowes* Earl of *Strathmore* upon Trust to raise out of the said Leasehold Hereditaments and Premises a Sum of Ten thousand Pounds for the said Lord *Glamis* deceased, and an Annuity of Six hundred Pounds for the said *Charlotte Grimstead* now Lady *Glamis*, during the Life of the said Lord *Glamis*; and, subject thereto, upon Trust for the said Lord *Glamis* deceased, and his Assigns, for and during the Term of his natural Life, and after the Decease of the Survivor of them the said *Thomas Bowes* Earl of *Strathmore* and the said Lord *Glamis* deceased, upon Trust during the then Remainder of the natural Life of the said Lady *Glamis*, to raise and pay to her and her Assigns, out of the Rents and Profits of the said Leasehold Hereditaments and Premises, the annual Sum of Two thousand eight hundred Pounds for her own Use and Benefit, to be in addition to and in augmentation of the Jointure or Provision before directed to be made for her; and upon further Trust to raise such Sums as therein mentioned for the Portions of the younger Children of the said intended Marriage, being the Sum of Thirty thousand Pounds, in case there should be Three or more such younger Children, and, subject thereto, upon Trust that the said *Richard Boulton*, *William Henry Fielde*, and *George Grimstead*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should stand possessed of and interested in all and singular the said Leasehold Hereditaments and Premises so agreed to be settled as aforesaid in Trust for and to be held and enjoyed by such Person or Persons as by virtue of or under the Limitations therein-before contained should be seised of or beneficially entitled to the said Freehold Hereditaments at *Paul's Walden* aforesaid, therein-before covenanted and agreed to be settled as aforesaid, in such Order, Course, and Succession, and for such Estate and Estates, Rights and Interests, and with such Limitations and Remainders over, as are therein-before mentioned and agreed to be limited and declared concerning the said Freehold Hereditaments at *Paul's Walden* aforesaid, so far as the Rules of Law and Equity will permit, but so that no Person who should take an Estate Tail by Purchase in the said Freehold Hereditaments at *Paul's Walden* aforesaid should be entitled to the absolute Interest in the said Leasehold Hereditaments and Premises, unless and until he, she, or they should attain the Age of Twenty-one Years, or, dying under that Age, unless he or she should have Issue of his or her Body inheritable to such Entail living at his or her Decease or born in due Time afterwards: And whereas no Settlement was ever made by the said *Thomas Bowes* Earl of *Strathmore* and Lord *Glamis* or either of them, in pursuance of the said Articles, and of their Covenants therein for that Purpose contained as aforesaid, and since the Death of the said Lord *Glamis* a Bill has been filed in the High Court

Court of Chancery against the said *Thomas Bowes* Earl of *Strathmore* and other necessary Parties, praying for a specific Performance of the said Articles, and to have a Settlement made in pursuance thereof, and such Suit is still pending in the said Court: And whereas the said *George Thomas Lyon Bowes* Lord *Glamis* departed this Life at *Honfleur* in *France* on the Twenty-seventh Day of *January* in the Year of our Lord One thousand eight hundred and thirty-four, leaving lawful Issue Male him surviving *Thomas George Lyon Bowes* now commonly called Lord *Glamis*, an Infant now of the Age of Eighteen Years or thereabouts, and *Claude Lyon Bowes*, an Infant now of the Age of Sixteen Years or thereabouts, and Two Daughters, both respectively Infants of more tender Age: And whereas the said *George Thomas Lyon Bowes* late Lord *Glamis* duly made, signed, and published his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *November* One thousand eight hundred and twenty-eight, and thereby appointed his Wife the Honourable *Charlotte Lyon Bowes*, commonly called Lady *Glamis*, and also one *Ebenezer Fernie*, Executrix and Executor of his said Will and Guardians of his said Children during their respective Minorities, but the said Lord *Glamis* by a Codicil to his said Will revoked the Appointment of the said *Ebenezer Fernie* as such Executor: And whereas the said *Ebenezer Fernie* never acted as such Guardian to the infant Children of the said Lord *Glamis* deceased further than that he was appointed Guardian *ad litem* for the said Infant *Thomas George Lyon Bowes* Lord *Glamis* by the Court of Chancery, in a Suit pending in that Court for the due Administration of the Trusts of the said Will of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, but he did not in any other Manner interfere in the Management of the Affairs of the said infant Children of the said late Lord *Glamis*, or take upon himself such Office of Guardian, and has by a certain Indenture, bearing Date the Twenty-sixth Day of *May* One thousand eight hundred and thirty-eight, renounced, released, and disclaimed the said Office of Guardian, as well of the Persons as of the Estates of the said infant Children, and also the said Office of Guardian *ad litem* in such Suit: And whereas the Affairs of the said *George Thomas Lyon Bowes* Lord *Glamis* deceased were found on his Decease to be in an insolvent and very embarrassed State, and the said *Charlotte Lyon Bowes* Lady *Glamis* has, as such Executrix of his said Will, compromised many of his Debts, and by her own proper Monies, or by Monies borrowed by her on her own Responsibility, to the Amount of many thousand Pounds, paid and compromised other of his Debts and Liabilities, and if the said *Charlotte Lyon Bowes* Lady *Glamis* had not advanced her own Monies, and borrowed other Monies as aforesaid, for the Purpose of compromising, paying off, and discharging the Debts of her late Husband the said Lord *Glamis* deceased, the whole of his Estate and Effects, as hitherto collected and got in by her, or which can for many Years to come be collected and got in, would be entirely exhausted in paying the Debts of the said Lord *Glamis*, and nothing be left for the Maintenance of herself and the said infant Children of the said Lord *Glamis* deceased: And whereas the said *Thomas George Lyon Bowes* Lord *Glamis* is now the Heir of Entail of the said *Scotch* Estates under the said

Will of the late Lord Glamis, 20th November 1828.

Deed

Deed of Entail and Deed of Nomination executed by his Grand-uncle the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, and also the presumptive Heir in Tail of the said *English* Estates under the Will of the said Earl (the said *John Bowes*, the First Tenant for Life, being at present unmarried), but, by reason of the aforesaid Trust Disposition executed by the said Earl, is precluded till the Expiration of Thirty Years from the Death of the said late Earl, and during the Life of his Grandfather the said *Thomas Bowes* the present Earl of *Strathmore* and *Kinghorn*, now of the Age of Sixty-seven Years or thereabouts, and of the said *Charles Lyon* Esquire, now of the Age of Forty-six Years or thereabouts, (the said *John Lyon* Esquire having departed this Life,) and during the Life of the longest Liver of them, except at the Option of the said Trustees under the special Proviso for that Purpose contained in such Trust Disposition, from receiving any Benefit from the said Trust Estates in *Scotland*, and will only become entitled to the Enjoyment of the said *English* Estates under the Limitations contained in the said Will of the said late Earl of *Strathmore* and *Kinghorn* deceased in the event of the Death of the said *John Bowes* Esquire without leaving lawful Issue: And whereas the said *Thomas George Lyon Bowes* Lord *Glamis* is not now nor will he be on his coming of Age entitled in Possession to any Property or Income whatsoever, nor will he during the Life of the said *Thomas Bowes* Earl of *Strathmore* be entitled in Possession to any Income from the said *Paul's Walden* or *Shadwell* Estates, comprised in the said Marriage Articles, and thereby covenanted to be settled as aforesaid, but in the event of the said Court of Chancery making a Decree in the said Suit instituted by the said *Richard Boulton* and Lady *Glamis* as aforesaid, to the Effect that the said Marriage Articles ought to be specifically performed, and a Settlement executed in pursuance thereof, the said *Thomas George Lyon Bowes* Lord *Glamis* will on his coming of Age be entitled to an Estate Tail in Reversion expectant on the Deceases of the said *Thomas Bowes* Earl of *Strathmore* and *Charlotte Lyon Bowes* Lady *Glamis*, of and in the said *Paul's Walden* Estate comprised in the said Marriage Articles, and will also be entitled in Reversion expectant upon the Decease of the said *Thomas Bowes* Earl of *Strathmore*, and subject to the several prior Charges agreed to be made by the said Marriage Articles thereon as aforesaid, to an absolute Interest in the said Leasehold Hereditaments and Premises at *Saint Paul's Shadwell* aforesaid comprised in the said Marriage Articles: And whereas the said *Thomas George Lyon Bowes* Lord *Glamis* has been appointed and is now serving as an Ensign in Her Majesty's Sixty-ninth Regiment of Foot in the Colony of *New Brunswick*, and has no Means of Subsistence except his Pay as such Ensign, and his Commission was purchased and his Outfit paid for by his Mother the said *Charlotte Lyon Bowes* Lady *Glamis* with Monies borrowed by her upon her own personal Responsibility for those Purposes, and which are still due and owing by her: And whereas the Income of the said *Charlotte Lyon Bowes* Lady *Glamis* in her own Right is very small, and utterly insufficient to defray the necessary Expences of maintaining herself and her said Children in the Rank and Station in Society to which by their Birth they belong, and from their Expectations they are entitled to:

And whereas the Estate and Affairs of the said Lord *Glamis*, her late Husband, are still so deeply involved in Debt and Litigation, in consequence of the embarrassed and entangled State in which he left the same, that the said Lady *Glamis* can reckon on no certain Income from the same, after the Payment of the Debts of the said Lord *Glamis*, for many and for an indefinite Number of Years yet to come: And whereas it is reasonable and expedient that the said *Thomas George Lyon Bowes* Lord *Glamis* should, during the Life of the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn*, be allowed such an annual Sum out of the yearly Income of the *Scotch* Estates of the said deceased *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn* as is fit and requisite for his Maintenance and Advancement, to cease nevertheless if, under the Limitations declared and limited by the said *John Bowes Lyon* Earl of *Strathmore* and *Kinghorn* in and by the said before-recited Will, he shall come into Possession of or become entitled to the Rents and Profits of the said *English* Estates; and provided always, that Repayment of the Sum so allowed, with Interest for the same after the Rate of Four *per Cent. per Annum*, shall be secured in manner after mentioned, but such annual Sum cannot be allowed out of the said Income except by and with the Authority of Parliament: May it therefore please Your Majesty, upon the humble Petition of the said *Thomas George Lyon Bowes* commonly called Lord *Glamis*, by his Guardian *Charlotte Lyon Bowes* commonly called Lady *Glamis*, 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,

Appointment of Trustees.

That the Honourable *Charlotte Lyon Bowes* commonly called Lady *Glamis*, and *Alexander Gibbon* of *Staunton* in the County of *Gloucester*, Esquire, and the Survivor of them, or other the Person or Persons to be appointed in manner herein-after mentioned, shall be and they are hereby appointed Trustees for carrying the Purposes of this Act into execution.

Yearly Sum of 1,000*l.* to be paid by the Trustees of the said Scotch Estates during the joint Lives of Lord Glamis and Earl Strathmore.

II. And be it enacted, That the Trustees for the Time being acting under the said Trust Disposition executed by the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* of the said Estates in *Scotland* shall, and they are hereby authorized and required so to do, yearly and every Year, during the joint natural Lives of the said *Thomas Bowes* now Earl of *Strathmore* and *Kinghorn*, and of the said *Thomas George Lyon Bowes* Lord *Glamis*, but subject to the Provisoes herein-after contained, by and out of the yearly Income of the said Trust Estates in *Scotland*, pay or cause to be paid unto the Trustees acting in virtue of this Act such a yearly Sum as, with the Sum or Sums required to pay the Premium or Premiums of Insurance, or other Sum or Sums of Money to become payable on the Policy or Policies of Insurance to be effected as herein-after mentioned, shall amount to an Annuity or clear yearly Sum of One thousand Pounds of lawful Money of *Great Britain*, free and clear from all Taxes, Impositions, or other Deductions or Abatements whatsoever, by Four even and equal quarterly Payments in the Year, on the First Day of *January*, on the First Day of *April*, on the First Day of *July*, and the First Day of *October* in every Year, the first quarterly Payment of the said

Annuity

Annuity or yearly Sum to be paid on the First Day of *July* next ensuing the passing of this Act, if the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn* and the said *Thomas George Lyon Bowes* Lord *Glamis* shall be both then living, and the Event herein-after provided for on which the said Annuity or yearly Sum is made to cease shall not have happened; and if either of them the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn* and *Thomas George Lyon Bowes* Lord *Glamis* shall depart this Life before the said First Day of *July* next, or shall both survive the same First Day of *July*, and either of them shall afterwards depart this Life on any other Day than One of the said quarterly Days of Payment, or if the said *Thomas George Lyon Bowes* Lord *Glamis* shall become actually entitled to the Receipt of the Rents and Profits of the said *English* Estates so limited in strict Settlement by the said *John Bowes Lyon* the late Earl of *Strathmore* and *Kinghorn* by his said Will on any other Day than One of the said quarterly Days of Payment, then and in either of such Cases shall pay to the Trustees acting under the Authority of this Act for the Time being a proportional Part of the said yearly Sum immediately after the Decease of such One of them the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn* or *Thomas George Lyon Bowes* Lord *Glamis* as shall first depart this Life, or immediately upon the said *Thomas George Lyon Bowes* Lord *Glamis* becoming so entitled to the Rents and Profits of the said *English* Estates as aforesaid, whichever shall first happen, for the Time which shall then have run of the then current Quarter of a Year, such yearly Sum and such proportionate Part thereof to be by the said Trustees acting in virtue of this Act applied upon the Trusts and for the Intents and Purposes herein-after directed of or concerning the same.

Annuity to cease in certain Events.

III. Provided always, and it is hereby enacted, That if at any Time hereafter during the Life of the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn* the said *Thomas George Lyon Bowes* Lord *Glamis* shall in any way become actually entitled to the Receipt of the Rents and Profits of the said *English* Estates so settled by the Will of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, then the said Annuity or yearly Sum of One thousand Pounds, and such additional Annuity as is herein-after provided for, shall cease and be no longer payable, except so far as may be necessary for raising, through means thereof, a Fund sufficient for discharging all the then outstanding Debts and Liabilities, Costs and Charges, of the said Trustees hereby appointed, or to be appointed as herein-after is mentioned, or any or either of them, on account of the Trusts hereby reposed in them.

Proviso for Increase of Annuity.

IV. And be it enacted, That at any Time or Times after the Expiration of Four Years from the passing of this Act, and during the Continuance of the Trusts hereby in them reposed, it shall be lawful for the said Trustees acting in virtue of this Act, if they shall think it expedient that a larger Annuity or yearly Sum than One thousand Pounds shall be paid to them for the Trusts and Purposes herein-after mentioned, from Time to Time to apply summarily by Petition to the Court of Session in *Scotland* in either Division thereof, and

and the said Court shall upon any such Application being made, if they shall see fit, modify and direct such further and other additional Annuity or yearly Sum to be paid by the Trustees for the Time being acting under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, out of such yearly Income of the said Trust Estates, to the said Trustees acting in virtue of this Act, to be by them applied upon the Trusts and for the Intents and Purposes herein-after declared of or concerning the yearly Sum hereby appointed to be paid to the said Trustees, as the said Court in their Discretion shall think fit: Provided always, that the Sum so to be paid out of the yearly Income of the said Trust Estates shall not and they are hereby limited not to exceed in the whole in any one Year the Sum of Two thousand Pounds of lawful Money of *Great Britain*: And provided always, that no such additional Annuity shall be so allowed without Security being given, to the Satisfaction of the said Court, for the ultimate Repayment of the Advances thereof by the said Trustees of the said *Scotch* Estates, with Interest at the Rate of Four *per Cent. per Annum*, and that either by Insurances on the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, the Premiums for which Insurances, and all other Payments to be made in relation to the same, shall be payable out of such additional Annuity, or by Mortgage or Mortgages on the said Leasehold Estate at *Saint Paul's Shadwell*, or in some other proper and effectual Manner, to the Satisfaction of the said Court; nor shall such additional Annuity be granted unless with the special Consent of the Trustees acting for the Time being on the said *Scotch* Estates, which Consent they are hereby authorized to give, if it shall appear to them that it ought to be granted.

Application of the Annuity.

V. And be it enacted, That the Trustees for the Time being acting in virtue of this Act shall, and they are hereby authorized and directed so to do, by and out of the Monies which shall from Time to Time come into their Hands under the Trusts aforesaid, in the first place, pay, satisfy, and discharge all and every the Costs, Charges, and Expences attendant upon or in any way incidental to the Application for and obtaining this present Act of Parliament, and retain to and reimburse themselves all and singular the Costs, Charges, and Expences which they or any of them may from Time to Time incur, sustain, or be at or put unto, in or about the Trusts hereby in them or him reposed, whether in respect of any such Application to the said Court of Session for such additional Annuity as aforesaid, or otherwise howsoever; and, in the next place, shall pay and apply the Residue and Surplus of the said yearly Sum, or other the Monies which shall from Time to Time come into their Hands under the Trusts aforesaid, in Purchase of any Commission or Commissions in Her Majesty's Army for the said *Thomas George Lyon Bowes* Lord *Glamis*, or for effecting the Exchange of any such Commission or Commissions for the Time being holden by him, or otherwise for obtaining his Promotion therein, and, subject thereto, pay and apply the Whole or any Part or Parts of such Residue or Surplus unto or for the Use of the said *Thomas George Lyon Bowes* Lord *Glamis*, or on his Behalf, for or towards his Maintenance

Maintenance or Benefit, in such Manner as such Trustees so acting in virtue of this Act shall in their uncontrollable Discretion think fit.

Any Part of the Annuity unapplied to be accumulated and held on same Trusts.

VI. Provided always, and it is hereby enacted, That it shall be lawful for the said Trustees acting in virtue of this Act, and they are hereby authorized so to do, from Time to Time, during such Time as the said yearly Sum herein-before directed to be paid to them, or such additional Annuity or yearly Sum as herein-before is mentioned, shall under the Trusts aforesaid continue payable, to lay out and invest in their Names any Part or Parts of such Surplus or Residue of such Annuity or yearly Sum (if any) which shall not, in their uncontrolled Discretion, have been by them applied for the Maintenance or Benefit or on behalf of the said *Thomas George Lyon Bowes* Lord *Glamis* under the Trusts aforesaid, in the Purchase of a competent Part or competent Parts of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government Security, and to alter, vary, and sell such Stocks, Funds, and Securities from Time to Time as to them shall seem meet, and to take and receive the Interest, Dividends, and annual Produce of such Stocks, Funds, and Securities, and apply the same upon the Trusts and for the Purposes herein-before declared of or concerning the said Annuity or yearly Sum of One thousand Pounds, or lay out and invest the same, in their Names, in or upon Stocks, Funds, or Securities of a like Nature, as they in their Discretion shall think fit, and to receive the Interest, Dividends, and annual Produce of such last-mentioned Stocks, Funds, and Securities, and apply or lay out and invest the same in manner aforesaid, so that all and every the unapplied Part or Parts of such Annuity or yearly Sum respectively may from Time to Time be accumulated in the way of Compound Interest; and it is hereby declared that the Trustees acting in virtue of this Act shall stand possessed of all such Stocks, Funds, Securities, and Accumulations, upon the same Trusts as are herein-before declared of and concerning the said yearly Sum herein-before directed to be paid to them: Provided always, that if at the Cesser of the said yearly Sum there shall be any such Stocks, Funds, Securities, and Accumulations then standing in the Names of the Trustees acting in virtue of this Act, or be in their Possession or Control, they may at their Discretion pay or assign over the same to the Trustees who shall then be acting under the said Trust Disposition of the said *Scotch* Estates in or towards the Liquidation of the Monies then due and owing to them in respect of the Advances which shall then have been made by them under or by virtue of the Provisions of this Act.

Trustees to insure Lord Glamis's Life.

VII. And be it enacted, That the Trustees for the Time being acting in virtue of the said Trust Disposition shall immediately after the passing of this Act, by and out of any of the Trust Funds then in their Hands, effect or cause to be effected, and they are hereby authorized and directed so to do, in their Names, in some One or more of the public Assurance Offices for Lives in the Cities of *London*, *Westminster*, or *Edinburgh*, to be approved by the Court of Session in either Division thereof, One or more Policy or Policies upon the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, for the Sum or to the Amount of Ten thousand Pounds Sterling, and

and shall and do from Time to Time pay or cause to be paid all and singular the Premium or Premiums, and other Sum or Sums of Money and Expences, as shall from Time to Time, during the Continuance of the said yearly Sum hereby made payable by them, accrue due and become payable upon all and every such Policy or Policies of Assurance, or upon such additional Policies of Assurance as may be effected and made under the Direction of the said Court of Session, in order that such Policy or Policies may be preserved and continued in full force and virtue, and shall and do stand and be possessed of and interested in all and singular the said Policies of Assurance so from Time to Time to be effected as aforesaid, and of and in the said Sum of Ten thousand Pounds, and all and singular other the Sum and Sums of Money for which the Life of the said *Thomas George Lyon Bowes* Lord *Glamis* shall or may be from Time to Time insured, and of and in all and singular the Bonuses which may become payable in respect thereof, upon Trust, by and out of the Monies which shall thereupon be received by them under or by virtue of the said Policies of Assurance, when and as the same shall come into their Hands, in the first place, to reimburse themselves all and every the Sum or Sums of Money which shall have been from Time to Time advanced and paid out of the yearly Income of the said Trust Estates in *Scotland*, and all such Costs, Charges, and Expences incurred by them in respect thereof, together with Interest on the whole of the Monies so advanced, and of such Costs, Charges, and Expences, such Interest to be calculated after the Rate of Four Pounds *per Centum per Annum* from the Time or respective Times of every such Advance or Payment being made, so far as such Monies shall not have been secured to them by the said *Thomas George Lyon Bowes* Lord *Glamis* in manner herein-after provided or authorized, and shall and do stand and be possessed of and interested in all the Surplus or Residue (if any) of the said Monies accruing from the said Policies of Insurance, in Trust for the Executors, Administrators, or Assigns of the said *Thomas George Lyon Bowes* Lord *Glamis*.

Power to substitute Mortgages instead of the Policies of Assurance.

VIII. Provided always, and it is hereby expressly enacted, That if the said *Thomas George Lyon Bowes* Lord *Glamis* shall within the Space of Twelve Calendar Months next after he shall have become actually entitled, during the Life of the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn*, to the Rents and Profits of the said *English* Estates so settled by the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* as aforesaid, (if ever he shall become entitled thereto,) or shall, within Twelve Calendar Months next after he shall have attained his Age of Twenty-one Years, and thereby acquired a Right in or become entitled to an absolute Estate in Reversion expectant on the Decease of the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn* in the said Leasehold Estate at *Saint Paul's Shadwell* as aforesaid, pay or well and sufficiently secure, by way of Mortgage or Charge upon the said *English* Estates or some Part or Parts thereof, or by some other Ways and Means, to the Satisfaction and well liking of the Trustees for the Time being acting under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* of his said *Scotch* Estates, and under the Sanction of the said Court of Session, the aggregate Sum of Money which shall be

be then due to such Trustees for Principal, Costs, Charges, and Interest, with Interest thenceforth to be paid for such aggregate Sum after the Rate of Four Pounds *per Centum per Annum*, then and in either of such Cases the said Trustees for the Time being acting under the said Trust Disposition shall assign over the said Policies of Assurance, and all Benefit and Advantage thereof, to the said *Thomas George Lyon Bowes* Lord *Glamis*, his Executors, Administrators, and Assigns.

Proviso for suspending the Fourth and further Payments of the Annuity, until additional Security be given for the same.

IX. And be it enacted, That in case such Mortgage or Mortgages as are above mentioned shall not be given as aforesaid to the Satisfaction of the said Trustees of the said *Scotch* Estates, and under the Sanction of the said Court of Session, then, before making the Fourth or any further Payment of the said annual Sum appointed to be paid as aforesaid after the Third Payment thereof, the said Trustees acting for the Time of the said *Scotch* Estates shall be entitled and they are hereby enjoined to require that the said *Thomas George Lyon Bowes* Lord *Glamis* shall, in addition to the said Policy or Policies for the said Sum of Ten thousand Pounds, give further Security for the ultimate Repayment to them and their Successors in Office of the Fourth and all future Payments by them of the said yearly Sum of One thousand Pounds, and that either by Mortgage over the said Leasehold Estate at *Saint Paul's Shadwell*, or by additional Insurances on his Life, or by some other proper Means, such Security being given to the Satisfaction of them the Trustees then acting of the said *Scotch* Estates, and under the Sanction of the said Lords of Council and Session, for whose Sanction thereto Application shall be made by summary Petition to the Judges of either Division of the said Court, and until such Security shall be given all further Payments by the said Trustees acting for the Time of the said *Scotch* Estates of the said yearly Sum shall be suspended.

Trustees of the Scotch Estates to keep up Policies out of the yearly Income of the Trust Estate, &c.

X. And be it enacted, That it shall be lawful for the Trustees for the Time being acting under the said Trust Disposition of the said late Earl of *Strathmore* and *Kinghorn* of his said *Scotch* Estates, and they are hereby authorized and directed so to do, by and out of the yearly Income of such Estates, or by and out of the Annuity or yearly Sum of Six thousand Pounds to be made payable to or retained by them, in the event and in manner herein-after mentioned, to pay or cause to be paid all and singular the Premiums and other Sums of Money and Expences thenceforth to become payable in respect of such Policies of Assurance in order to keep the same on foot, and (if necessary) from Time to Time to effect One or more further or other Policy or Policies of Assurance on the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, and to pay or cause to be paid the Premium or Premiums and other Sums of Money and Expences in respect of such further or other Policy or Policies so to be effected by them in order to keep the same on foot, and to stand and be possessed of and interested in all and singular such Policies of Assurance, and the Monies and Premises thereby respectively secured, upon Trust to recoup themselves all and every the Sum and Sums of Money which, under the Provisions of this Act, shall have been from Time to Time advanced out of the yearly Income of the said

said Trust Estates in *Scotland*, together with Interest for the same after the Rate and in manner aforesaid, and, subject thereto, or whenever such Advances, together with such Interest as aforesaid, shall have been repaid in the Lifetime of the said *Thomas George Lyon Bowes* Lord *Glamis*, whether out of his own proper Monies or by the Ways and Means herein-after mentioned, shall assign over the said Policies of Assurance, and all Benefit and Advantage thereof, to the said *Thomas George Lyon Bowes* Lord *Glamis*, his Executors, Administrators, and Assigns.

Trustees of the Scotch Estates to have an Annuity of 6,000*l.* per Annum from the Time of Lord Glamis being let into Possession.

XI. And be it enacted, That it shall and may be lawful for the said Trustees for the Time being acting under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* of the said *Scotch* Estates, and they are hereby authorized and directed so to do, whenever the said *Thomas George Lyon Bowes* Lord *Glamis* shall become entitled to the Receipt of the Rents and Profits of the said Trust Estates in *Scotland*, or previous to their letting him into Possession of the said Estates under the special Proviso for that Purpose contained in the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, to retain to or well and sufficiently secure to themselves, out of the yearly Income of such Estate, One Annuity or clear yearly Sum of Six thousand Pounds of lawful Money of *Great Britain*, to be received by or paid or made payable to them during the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, subject nevertheless to the Proviso for Cesser herein-after contained, by Four even and equal quarterly Payments in the Year, the First such quarterly Payment to be computed and made at the Expiration of Three Calendar Months from the Day of the said *Thomas George Lyon Bowes* Lord *Glamis* becoming entitled to the Rents and Profits of such Estates, or being let into Possession of such Estates as aforesaid, whichever shall first happen, with a proportional Part in case of the Decease of the said *Thomas George Lyon Bowes* Lord *Glamis* on any other Day than one of the quarterly Days of Payment, for the Time which shall then have run of the current Quarter of the Year.

Such Annuity to be applied to keep up Policies if necessary, and Residue towards Liquidation of Monies advanced.

XII. And be it enacted, That the said Trustees for the Time being acting under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn* of his said *Scotch* Estates shall, subject to the Trusts aforesaid for keeping up the said Policies of Assurance as heretofore provided, pay and apply the said Annuity or clear yearly Sum of Six thousand Pounds towards the Liquidation of all and every the Sum and Sums of Money which shall have been from Time to Time advanced by them upon the Trusts aforesaid, together with Interest for the same, to be calculated as aforesaid, after the Rate of Four Pounds *per Centum per Annum*.

Proviso for Cesser of such Annuity.

XIII. Provided always, and it is hereby enacted, That when all such Advances and Interest shall have been fully repaid the said Annuity or yearly Sum of Six thousand Pounds shall cease and be no longer payable, except so far as may be necessary for raising through Means thereof a Fund sufficient for discharging all the then outstanding Liabilities, Costs, and Charges of the said Trustees acting

acting under the Authority of this Act on account of the Trusts hereby in them reposed; and whenever all such Advances and Interest shall have been fully repaid by the Ways and Means aforesaid, the said Policies of Assurance shall be held in Trust for the said *Thomas George Lyon Bowes* Lord *Glamis*, and be assigned and disposed of as he shall for that Purpose order or direct, and all Securities which the said *Thomas George Lyon Bowes* Lord *Glamis* may have given to the said Trustees for the Repayment of such Advances shall be re-assigned or released to him the said *Thomas George Lyon Bowes* Lord *Glamis*, his Heirs, Executors, Administrators, or Assigns, or as he or they shall direct or appoint.

Proviso for Trustees of Scotch Estates repaying themselves at Expiration of the Term of Thirty Years and Death of Lord Strathmore, although they may not think fit to let Lord Glamis into Possession of Estates.

XIV. Provided always, and it is hereby enacted, That if upon the Decease of the said *Thomas Bowes* Earl of *Strathmore* and *Kinghorn*, and the Expiration of the said Term of Thirty Years (during which the said yearly Income of the said Trust Estates in *Scotland* are at all events directed to be accumulated under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*), the said *Thomas George Lyon Bowes* Lord *Glamis* shall be living, and the Trustees for the Time being acting under such Trust Disposition shall not, under the special Proviso therein contained, think fit to give up Possession of the said Estates to the said *Thomas George Lyon Bowes* Lord *Glamis*, then and in such Case during the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, or until they shall so give up to him Possession of or he shall become actually entitled to the said Estates, such Trustees are nevertheless hereby authorized and directed to apply all Arrears of Rent then due and owing by the Tenants of the said Estates, and all and every other Sum and Sums of Money which would have been payable to the said *Thomas George Lyon Bowes* Lord *Glamis* if they had thought fit to give up to him Possession of the said Estates, and the whole of the then clear yearly Income of such Trust Estates, towards the Liquidation of all and every the Sum and Sums of Money which shall have been from Time to Time advanced under the Provisions of this Act, and all Costs and Charges in any way incurred by them in respect thereof, with Interest on the Sums so advanced, and of such Costs and Charges, until all such Advances, Costs, and Charges, and Interest, shall have been fully repaid; and it is hereby expressly declared, that such Appropriation so to be made by them of such Arrears of Rent, Sum and Sums of Money, and future yearly Income, for the Purposes aforesaid, shall be good, valid, and effectual in all respects against all and every the Person or Persons whomsoever who shall or may from Time to Time become entitled to the said Trust Estates under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*; and upon the Repayment thereby to themselves of all such Advances, Costs, and Charges, and Interest, the said Trustees shall re-assign and release to the said *Thomas George Lyon Bowes* Lord *Glamis*, his Heirs, Executors, Administrators, or Assigns, or as he or they shall direct or appoint, all and every Policies of Insurance, Mortgages, or other Securities which they shall then hold for all and every such Advances as aforesaid; and the said Trustees of the said *Scotch* Estates are hereby empowered, though not enjoined to do so unless with their

own free Consent, for the Purpose of giving Facility to the said *Thomas George Lyon Bowes* Lord *Glamis* in securing Indemnity to them for their Advances under this Act, to become consenting Parties to any Contracts or Policies of Assurance by which, in return for such Indemnity, he may assign or become bound to pay an Annuity on his own Life, to commence from the Period of his Succession to the said Estates in *Scotland*, and in such Contracts or Policies of Assurance to become bound, for themselves and their Successors in Office, to the Insurance Company or Companies so contracted with, that if they shall not, under the special Proviso above mentioned, think fit to give up the Possession of the said Estates to the said *Thomas George Lyon Bowes* Lord *Glamis*, after the Decease of the said *Thomas Bowes* Earl of *Strathmore*, and the Expiration of the said Term of Thirty Years, they will, during the Life of the said *Thomas George Lyon Bowes* Lord *Glamis*, and his Exclusion as aforesaid, pay out of the Rents of the said Estates to the said Insurance Company or Companies the Annuity so engaged for by the said *Thomas George Lyon Bowes* Lord *Glamis*, to them, in order that such Insurance Company or Companies may not suffer any Prejudice by the Determination of the said Trustees not to give up Possession to him under the special Proviso above mentioned.

Power for Appointment of new Trustees.

XV. And be it enacted, That it shall be lawful for the said *Charlotte Lyon Bowes* Lady *Glamis* and *Alexander Gibbon*, or the Trustees or Trustee for the Time being, with the Sanction of the Court of Session in *Scotland*, in either Division thereof, by any Writing under their, his, or her Hands or Hand, from Time to Time to nominate, substitute, and appoint One or more Persons or Person to be a Trustee or Trustees, jointly with themselves or in the Room or Stead of any Trustee or Trustees who shall die, go to reside beyond Seas, or decline or become incapable to act in or be desirous of being discharged from the Trusts aforesaid, so that there be always Two efficient acting Trustees at the least; and immediately thereupon the Trust Monies and Premises shall be assigned to and be vested in such new Trustee or Trustees jointly with the surviving or continuing Trustees or Trustee, or solely, as Occasion shall require; and every such new Trustee or Trustees shall have the same Powers and Authorities and Discretion, to all Intents and Purposes whatsoever, as if he or they had been originally nominated a Trustee or Trustees by this Act.

Receipts of Trustees to be sufficient Discharges.

XVI. And be it enacted, That the Receipt and Receipts in Writing of the Trustees or Trustee for the Time being acting in virtue of this Act, for any Sum or Sums of Money which shall be paid to them or him under or by virtue of this Act, shall be a good and sufficient Discharge or good and sufficient Discharges for the same respectively, or for so much thereof respectively as in such Receipt or Receipts respectively shall be expressed or acknowledged to be received; and that the Trustees for the Time being acting under the said Trust Disposition of the said *John Bowes Lyon* late Earl of *Strathmore*, or other the Person or Persons to whom such Receipt or Receipts respectively shall be given, their or his Heirs, Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for any Loss, Misapplication,

application, or Nonapplication, or be in anywise obliged or concerned to see to the Application of the Money therein expressed or acknowledged to be received; and provided also, that no Payments made under the Authority of this Act by the Trustees acting under the said Trust Disposition shall be liable to Challenge at the Instance of any Heir of Entail or other Person having or claiming, or who may hereafter have or claim, any Estate, Right, Title, or Interest of, in, to, or out of the said Trust Estates in *Scotland*; and the Trustees or Trustee acting for the Time under such Trust Disposition, and their or his Heirs, Executors, or Administrators, are and shall be fully indemnified and saved harmless in respect of all Payments to be made under the Authority of this Act, and shall not be liable for the Sufficiency of any Security granted to them, nor for the Solvency of any Insurance Office, provided the same shall not happen by and through their wilful Neglect or Default.

General Saving.

XVII. Saving and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons whomsoever, (save and except the said *Thomas George Lyon Bowes* Lord *Glamis*, and the Heirs of Entail who may succeed or claim under the said recited Deeds of Entail or Nomination,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Lands and Estates of the said *John Bowes Lyon* late Earl of *Strathmore* and *Kinghorn*, and every Part thereof, as they or any of them had, or might have had, enjoyed, claimed, or demanded, in case this Act had not been made.

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

XVIII. And be it enacted, That this Act 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1841.