ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 16.

An Act to alter and amend Two Acts, of the Eleventh of King *George* the Fourth and Seventh of His late Majesty, in regard to the Estates of *Argyll*; and to enable *John Douglas Edward Henry*, the present Duke of *Argyll*, to borrow a further Sum of Money, and to make the same a Charge on the said Estates; and for other Purposes. [30th *June* 1842.]

WHEREAS an Act was passed in the Eleventh Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for empowering* George William *Duke of* Argyll *and his Trustee to borrow a Sum of Money, and to make it a Charge on the Estate of* Argyll, upon certain Conditions, reciting that a Contract of Marriage, bearing Date the Thirtieth Day of *December* One thousand seven hundred and one, recorded in the Register of Tailzies the Fifth Day of *January* One thousand seven hundred and forty, had been entered into between *Archibald* Duke of *Argyll* and *John* Marquis of *Lorne*, his eldest Son and Heir Apparent, on the one Part, and *Thomas Brown* of the Parish of *Saint Ann's Westminster*, Esquire, and *Mary Brown*, his Daughter, on the other Part, in virtue of which the Earldom of *Argyll*, with all and sundry other Baronies, Manors, Lands, Teinds, Tenements, Hereditaments, Advocations, Donations, and Rights of Patronage, Heritable Offices, and others whatsoever, then in the Possession of and pertaining and belonging heritably to the said *Archibald* Duke of *Argyll*, or whereunto he had Right as representing *Archibald* Earl of *Argyll*, 11 G. 4. & 1 W. 4. c. 35.

Argyll, his Father, or any other Manner of Way, within the Kingdom of *Scotland*, were resigned to and in favour of the said *John* Marquis of *Lorne*, and the Heirs Male to be procreated by him upon the Body of the said *Mary Brown*; whom failing, in favour of the Heirs Male to be procreated of the said *John* Marquis of *Lorne* his Body of any other Marriage; whom failing, in favour of the Lord *Archibald Campbell*, Second lawful Son to the said *Archibald* Duke of *Argyll*, and the Heirs Male to be procreated of his Body; whom failing, in favour of any other Heirs Male to be procreated of the said *Archibald* Duke of *Argyll* his Body; whom failing, in favour of any other Person or Heirs to be nominated and designed by Writing under the Hand of the said *Archibald* Duke of *Argyll* at any Time in his Lifetime, *ac etiam in articulo mortis*; whom failing, in favour of the said *John* Marquis of *Lorne*; his Heirs Male whatsoever; whom all failing, in favour of the said *John* Marquis of *Lorne* his Heirs and Assignees whomsoever; and that it was in the said Contract specially provided and declared, that it should be nowise lawful to nor in the Power of the said *John* Marquis of *Lorne*, or his Heirs of Entail or Tailzie above mentioned, or any of them, to sell, dispone, dilapidate, or put away the said Lands, Estate, and Living of *Argyll*, and others therein mentioned, nor no Part thereof, nor to break, innovate, or infringe the foresaid Tailzie, nor to contract Debt whereby the same or any Part thereof might be incumbered or evicted by Mortgage or otherwise whatsoever; nor do any other Fact or Deed, Civil or Criminal, by Commission, Omission, or otherwise, whereby the said Lands, Estate, and Living of *Argyll* might be anywise apprized or adjudged evicted or forfeited from them, or any otherwise affected in prejudice and defraud of the subsequent Heirs of Entail and Tailzie therein mentioned, successive according to the Order and Substitution therein written; all which Deeds were not only thereby declared null and void, by way of Exception or Reply, without Declarator, in so far as the samen might burden or affect the said Estate, but also it was thereby provided and declared that the said *John* Marquis of *Lorne*, and the other Heirs of Entail or Tailzie therein specified, who should contravene and incur the Clauses irritant foresaid, or any of them, either by not marrying in manner therein provided, or not assuming and retaining the Name and Arms of *Campbell* and the Family of *Argyll*, or should break or innovate the said Tailzie, or contract Debt, or do any other Deed whereby the said Lands and Estate of *Argyll* might be evicted from them, or anywise affected in manner aforesaid, that then and in any of these Cases the said Persons so contravening should amit, tyne, and forefault for themselves allenarly, but prejudice of the Heirs included in the foresaid Tailzie their Right of Succession to the said Lands and Estate, and the Infeftments and other Rights in their Persons should from thenceforth become void, extinct, and null, *ipso facto*, by way of Exception or Reply, and without any Declarator to follow thereupon; and also reciting that the said *John* Marquis of *Lorne*, afterwards Duke of *Argyll* and *Greenwich*, was infeft and seised in the said Earldom, Lordship, Barony, Lands, and others, in virtue of the Procuratory of Resignation contained in the said Contract of Marriage, and that subsequently the said *John* Duke of *Argyll* and *Greenwich*, having died without leaving Male Issue, was succeeded by his Brother Lord *Archibald Campbell*, afterwards

afterwards Earl of *Islay*, and then become Duke of *Argyll*, and that upon his Death without leaving Male Issue he was succeeded in his Honours and Estates by his Cousin German General *John Campbell* of *Mamore*, then become Duke of *Argyll*, and that the said *John* Duke of *Argyll* at his Death was succeeded in his Honours and Estates by *John* Marquis of *Lorne*, his eldest Son, then become Duke of *Argyll*, all of whom successively made up Titles to and held and possessed the Dukedom, Lands, and Estate of *Argyll* upon the Footing of the Tailzie contained in the before-recited Contract of Marriage, from the Date of it in the Year One thousand seven hundred and one downwards; and also reciting that the said *John* then last Duke of *Argyll*, with the special Advice and Consent of his Son *George William*, then Marquis of *Lorne*, afterwards Duke of *Argyll*, had made and executed a Procuratory of Resignation, containing a new Tailzie of the said Dukedom and others (differing in some respects from the former Tailzie), dated the Seventeenth and Twenty-third Days of *April* One thousand eight hundred and six, and that upon the Death of his Father the said *George William* Marquis of *Lorne*, then become Duke of *Argyll*, made up his Titles to the Dukedom and Estate of *Argyll* in Terms of the said new Tailzie, and that the said *George William* Duke of *Argyll*, having incurred Debts to a considerable Amount, had, on the First Day of *February* One thousand eight hundred and twelve, executed a Disposition and Deed of Trust, whereby, for further Security, and more ready Payment of his Debts, he granted and conveyed to certain Trustees all his Personal Property (except his House and Household Furniture, and other moveable Articles situated in *England*), as also the Woods and Timber growing upon his Lands and Estates, and all Debts and Sums of Money due by Bonds, Heritable and Moveable, or otherwise, as also all and whole the Rents, Profits, Maills, Duties, Feu Duties, Customs, and Casualties payable by the Vassals, Tenants, Tacksmen, and Possessors of his Tailzied Lands and Estates, as also the *Dominium utile* of certain Lands not entailed, in Trust for Payment of his Debts, and for other Purposes; and also reciting that by a Decree of Reduction and Declarator of the Lords of Council and Session, dated the Eleventh Day of *June* One thousand eight hundred and sixteen, the said Procuratory of Resignation, dated the Seventeenth and Twenty-third Days of *April* One thousand eight hundred and six, and the Titles made up under it, were reduced and set aside, and that in consequence of the said Decree the said *George William* late Duke of *Argyll* made up Titles under the Tailzie contained in the aforesaid Contract of Marriage, dated the Thirtieth Day of *December* One thousand seven hundred and one, and that *John Douglas Edward Henry Campbell* commonly then called Lord *John Campbell*, now Duke of *Argyll*, the only Brother of the said *George William* late Duke of *Argyll*, did concur in suing the Reduction aforesaid of the said Procuratory of Resignation and Tailzie, and Titles made up under the same, before specified, upon the express Condition agreed upon between the said *George William* late Duke of *Argyll* and him the said Lord *John Campbell* now Duke of *Argyll*, as set forth in the Trust Disposition to be herein-after mentioned, that the whole of the said Lands and Estate of *Argyll* should be vested by the said *George William* late Duke

Deed of Entail by John Duke of Argyll, with Consent of his Son George William late Duke of Argyll, dated 17th and 23d April 1806.

Disposition and Deed of Trust by the late Duke, dated 1st February 1812.

Decree of the Court of Session of the 11th June 1816.

Second Disposition and Deed of Trust, dated 17th June 1816.

Duke of *Argyll* in Trustees, for the Purposes and to the Effect after mentioned; and also reciting that the said *George William* late Duke of *Argyll* did make and execute a Disposition and Deed of Trust, dated the Seventeenth Day of *June* One thousand eight hundred and sixteen, whereby he sold, alienated, and disponed, to and in favour of *Charles Selkrig*, Accountant in *Edinburgh*, *Robert Wilson*, Accountant there, *Claud Russell*, Accountant there, and *Patrick Cockburn*, Accountant there, whom failing, such other Person or Persons as should be named and appointed by the Lord Advocate of *Scotland* and the Solicitor General for *Scotland*, and in case of their differing in Opinion, by the Dean of the Faculty of Advocates for the Time being, with Power to each of the said Four Trustees, in the Order of their Enumeration, in the first place to manage and execute the Trust, and that failing them that the Trustees who should be appointed in manner before mentioned should have the same Power in their Order as if they had been specially named and appointed in the Deed; all and whole the Dukedom, Lands, and Estate of *Argyll*, in Trust, with Consent of the said Duke, to sell and dispose of as much of the said Lands and Estate, either by public Sale or private Bargain, as should be sufficient for the Purpose of paying the whole of his Debts, and for redeeming the whole of the Annuities, according to a Schedule thereto subjoined and signed as relative to the same; and also reciting that the said *Charles Selkrig*, as Trustee under the said last-recited Disposition and Deed of Trust, having accepted the same, and having, under the Powers conferred by it, sold a certain Part of the said Dukedom and Estate of *Argyll* to Major General *Lachlan Macquarrie*, and the Purchaser thereof having declined to implement the Bargain and to pay the Price until it should be determined by competent Authority that the said Duke and the Trustee, as empowered by him, could make a good and valid Sale, and for that Purpose the said Purchaser presented a Bill of Suspension as of a threatened Charge for Payment of the Price to the Court of Session, setting forth the Circumstances, and praying for Letters of Suspension in the Premises, which Bill of Suspension, with Answers by the said Duke and the Trustee, having come to be advised by the Second Division of the Court, the Judges of the said Division, by an Interlocutor dated the Sixteenth Day of *November* One thousand eight hundred and sixteen, unanimously refused the Bill, thereby confirming the Sale of the Lands made by the said Duke and his Trustee, and establishing the Right of the said Duke to sell such Parts of the said Dukedom and Estate as he should think fit; and also reciting that the said Duke had subsequently, upon the Thirtieth Day of *November* One thousand eight hundred and eighteen, executed a Commission empowering the said *Charles Selkrig*, without the Consent of the said Duke, to sell such Parts as he might judge proper of the Lands and Estates contained in the said Trust Disposition, excepting his Lands situated in the Parishes of *Inverary* and *Kilmorick*, and his Lands and Barony of *Roseneath*; and also reciting that the said *Charles Selkrig* had acted under both the said Trust Deeds to the Time of passing the said Act now under recital, and under the said Commission, and had sold various Parts of the Lands comprised in the said Dukedom and Estate to the Extent of the Principal of the said Debts, and that owing to the Length of Time that

Commission, dated 30th November 1818.

elapsed

elapsed in making the Sales, which could only be done gradually, Interest had accrued upon the said Debts, and that the said *Charles Selkrig* subsequently found himself under the Necessity of applying and did apply various Portions of the Rents in making partial Payments to Creditors and Annuitants who would not wait for the Issue of Sales; and also reciting that the said late Duke subsequently raised an Action of Declarator, Relief, Count, Reckoning, and Payment against the said *Charles Selkrig*, before the Court of Session in *Scotland*, in which he claimed that the said *Charles Selkrig*, and his Successors in Office, ought and should be decerned and ordained to free and relieve the said Duke personally, and his reserved Liferent of the said Lands and Estate, from the whole of the said Debts, and to account for his Intromissions, with the Rents and annual Profits of the said Lands and Estate, and to pay over the Amount thereof which should appear not to have been applied in Payment of the said Debts; and also reciting that the said *Charles Selkrig*, as Trustee acting under the said Two Dispositions and Deeds of Trust, and also as Commissioner foresaid, raised a Summons of Multiplepoinding and Exoneration in the said Court of Session, in which he stated that he was willing to account for his Intromissions, and apply any Balance that might be due on account thereof, in conformity with the Deeds of Trust under which he had acted, and called upon the said *George William* Duke of *Argyll*, and the said *John Douglas Edward Henry Campbell* now Duke of *Argyll*, for himself and as Administrator in Law for his Children, as also the other Heirs entitled to succeed to the Dukedom and Estate of *Argyll* under the said Contract of Marriage and Tailzie dated the Thirtieth Day of *December* One thousand seven hundred and one, to state their respective Claims, and compete in regard to the Application and Payment of such Balance as might appear to be due by the said *Charles Selkrig*, and that upon his making Payment of such Balance he should be freed and discharged of his whole Intromissions, Actings, and Management under the Two Deeds of Trust and Commission above mentioned, at and preceding the Date of the Decree; and also reciting that the said Two Summonses and Actions, (*videlicet*,) the one of Declarator, Relief, Count, Reckoning, and Payment, at the Instance of the said *George William* Duke of *Argyll* against the said *Charles Selkrig*, Trustee aforesaid, and the other of Multiplepoinding and Exoneration at the Instance of the said *Charles Selkrig* against the said Duke and the Heirs of Entail, having come into Court, they were conjoined, and the said *Charles Selkrig* having produced his Accounts, the Court pronounced an Interlocutor, dated the Twenty-seventh Day of *June* One thousand eight hundred and twenty-seven, approving of the Accounts, declaring the Balance due thereon, and discharging the said *Charles Selkrig* of his whole Intromissions, Actings, and Management preceding the Twelfth Day of *June* One thousand eight hundred and twenty-six, and that subsequently Lord *Cringletie*, Ordinary, pronounced an Interlocutor, dated the Twelfth Day of *November* One thousand eight hundred and twenty-eight, assoilzieing the said *Charles Selkrig* in the Action at the Instance of the said Duke against him, and in the Multiplepoinding repelled the Claim of the said Duke, and sustained the Claim of the said *John Douglas Edward Henry* now Duke of *Argyll*; and also reciting

reciting that against this Interlocutor the said *George William* Duke of *Argyll* gave in a Reclaiming Note to the Second Division of the Court, but that no Decision had been given by the said Second Division, and that the said *George William* Duke of *Argyll* and the said *John Douglas Edward Henry* now Duke of *Argyll*, being desirous to preserve the Dukedom and Estate of *Argyll* from any further Dilapidation by Sales, and to put an end to further Litigation, by an Arrangement which would tend to the Accommodation of the said Duke in the then existing Situation of his Affairs, had agreed that the said Duke and the said *Charles Selkrig* should be empowered to borrow the Sum of One hundred and fifty thousand Pounds, and to make the same, with Interest and Penalty, a Charge upon the Estate, by Heritable Bond or other competent Security, to be applied to the Payment of the Debts and Obligations of the said *George William* Duke of *Argyll* in manner in the said recited Act directed; and it was by the said Act now in recital enacted, that it should be lawful and competent to the said *George William* Duke of *Argyll*, and the said *Charles Selkrig*, Trustee first in order acting under the said Disposition and Deed of Trust dated the Seventeenth Day of *June* in the Year One thousand eight hundred and sixteen, and in whom the Fee of the Estate stood vested by that Deed for behoof of the Heirs of Entail, and they were thereby specially authorized and empowered, to borrow a Sum or Sums of Money to an Amount not exceeding One hundred and fifty thousand Pounds Sterling, and to charge the same, and Interest and Penalty thereof, upon the said Dukedom and Estate of *Argyll* or any Part thereof, which Dukedom and Estate were more particularly set forth in the Schedule (D.) to the said Act now in recital annexed, and to secure the same upon the said Estate or any Part thereof in manner and to the Effect as is directed in the said Act now in recital, and that the Sum or Sums to be borrowed to the Extent of One hundred and fifty thousand Pounds Sterling as aforesaid should be applied, first, in Payment of Twenty-eight thousand Pounds Sterling, the Balance of certain Provisions given by the then late Duke to his younger Children, and secured by him upon the Estates, secondly, in Payment of Four thousand Pounds Sterling, the Amount of the Principal Sums of certain Debts affecting the Estate of *Kintyre*, thirdly, in Payment of Sixty-four thousand two hundred and fifteen Pounds Seventeen Shillings and Sixpence Sterling, being the Redemption Monies of certain Annuities amounting to Seven thousand eight hundred and sixty-nine Pounds Eighteen Shillings and Four-pence Sterling, granted by the said *George William* then Duke of *Argyll*, and secured upon the Rents of the Estate, fourthly, in Payment of Fifty thousand Pounds Sterling, to be applied in compounding and settling certain Personal Debts incurred by the said Duke which did not affect the said Entailed Lands and Estate, and the Balance to be applied in Payment of the Expence of obtaining and passing the said Act now in recital, and *quoad ultra* on account of Charges of Management while the Trust should subsist; and it was further enacted, that immediately after the passing of the said Act now in recital the said *George William* Duke of *Argyll* should grant and deliver a valid Disposition and Assignation, by which his Grace should convey the Right of Liferent which he reserved to himself of the said Dukedom and Estate of *Argyll*, with all the Powers

which

which were competent to him in virtue of such reserved Right, to and in favour of the said *Charles Selkrig* as Trustee, and failing him, by Non-acceptance, Resignation, or Death, to such other Person or Persons as should from Time to Time be named and appointed as Trustee by the Lord Advocate of *Scotland* and the Solicitor General for *Scotland* for the Time being, and in case of their differing in Opinion, by the Dean of the Faculty of Advocates for the Time being, with certain Powers to the said *Charles Selkrig*, or other Trustee acting for the Time, in the said recited Act set forth, but excepting from such Disposition and Assignation all Rights of Patronage and all Heritable Offices connected with the Estate, and the consequent Power to give Presentations to Ministers, and to name and appoint Deputies in the Heritable Offices, such as the said Duke might think fit, reserving also Power to the said Duke to enter Vassals, and grant Charters and other Deeds necessary, and to receive the Composition on such Entries, and declaring that the Right of the said Duke to settle Jointures upon Wives and Provisions upon Children should not be affected, provided that no Jointure granted or to be granted by the said Duke should affect the said Entailed Estate to a greater Extent in the whole than Six thousand Pounds *per Annum*; and it was thereby further enacted that the said *George William* Duke of *Argyll* should dispone and convey the Lands of *Glennamucklach* and *Knockstaplemore* in the Barony of *Kintyre* and Shire of *Argyll*, which the said Duke held in Fee Simple, to the said *Charles Selkrig*, and failing him, by Non-acceptance, Resignation, or Death, to such other Person or Persons as should be named as Trustees as aforesaid, with Power to him or them in their Order to sell the same, and that in case of the same being sold the said Trustee should pay and apply the Price thereof in reduction of the Loan thereby authorized to be made; and it was thereby further provided and enacted, that the Rents and annual Produce of the Estate to be received by the Factors or Chamberlains, Agents or Cashiers, to be named by the said Trustee for the Time, which might remain after paying the Public and Parochial Burdens, Charges incident to a Land Estate, Salaries to Factors, Chamberlains, Agents, and Cashiers, and other Charges of Management, including a reasonable Gratification to the Trustee for his Trouble, should be paid, retained, and applied by the said *Charles Selkrig*, and failing him by the other Trustees to be appointed as aforesaid, in manner following, *videlicet*, first, the said acting Trustee should regularly pay the Interest of the said Sum of One hundred and fifty thousand Pounds to be borrowed as aforesaid, and should also retain the Sum of Five thousand Pounds yearly, for the gradual Reduction and ultimate Extinction of the said Loan, in manner in the said Act now in recital mentioned, secondly, that he should regularly pay, in the Order in which they are set down in the Schedule (F.) to the said Act annexed, the Annuities therein specified, and lastly, that he should pay over to the said Duke, yearly, such Balance as might remain of the Rents and annual Produce of the said Dukedom and Estate of *Argyll*, as the said Balance might be ascertained, as in the said Act now in recital directed; and it was thereby further enacted that the said Sum of Five thousand Pounds, to be annually retained by the acting Trustee, as before mentioned, should be applied, in the first place, in effecting Insurances on the Life of the said Duke,

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with Insurance Offices of established Character and Credit, to the Extent of Thirty-five thousand Pounds, and in paying the annual Premiums on such Insurances, and that the Balance of the said Sum of Five thousand Pounds, together with the net Proceeds from the Sale of Coppice Wood and Timber, should be annually applied, during the Lifetime of the said Duke, as a Sinking Fund, for the gradual annual Extinction of the said Debt of One hundred and fifty thousand Pounds; and it was thereby further enacted that the said *George William* Duke of *Argyll* should, immediately after the passing of the said Act now in recital, make, grant, and execute a Conveyance, to and in favour of the said *Charles Selkrig*, or other Person or Persons who might act as a Trustee or Trustees in Terms of the said Act now in recital, of the whole Furniture, Books, Pictures, Prints, and Paintings which at the passing of the said Act might be in the Castle of *Inverary* or House of *Roseneath*, and of the whole Rents or Arrears of Rent of the said Estate and Dukedom which might be due at the Death of the said Duke, and which Trustee or Trustees acting at the Period of the Death of the said Duke should be entitled and authorized, either to sell the said Furniture at a Price or Prices, to be applied in further Extinction *pro tanto* of the said Loan of One hundred and fifty thousand Pounds, or to deliver the same to the Heir of Entail entitled to succeed, at a Valuation to be made in manner therein mentioned; and it was thereby further provided and enacted, that as upon the passing of the said recited Act no Parties would have any Interest in maintaining or supporting the said first Disposition and Deed of Trust, dated the Seventh Day of *February* One thousand eight hundred and twelve, the same should from thenceforth become void and null, and it was thereby declared to be extinguished; and it was thereby further enacted, that certain Persons therein named should be Commissioners, in order to see to and secure the Execution of the Purposes of the said recited Act on the Part of the acting Trustees, and that the acting Trustee or Trustees should at a certain Time in each Year state and tender the Account of his or their Management, under and by Authority of the said Act, to the said Commissioners, for Examination, and that the same should be audited in manner therein mentioned; and it was thereby further enacted that in the event of the Demise of the said Duke, and that any Part of the said Loan should remain due at the Time of such Demise, the next Heir of Entail succeeding to the said Estate should continue to pay the yearly Interest of the said Sum of One hundred and fifty thousand Pounds, or of so much of the said Sum as should then remain unpaid and owing after Application to the Reduction thereof of the Funds appropriated to that Purpose as aforesaid, and also the said Sum of Five thousand Pounds as a Sinking Fund towards the gradual Reduction and ultimate Extinction of what might so remain due, and that in the event of the Demise of such next Heir of Entail, and that any Part of the Loan should then remain due, the succeeding Heirs in their Order should continue to pay the yearly Interest of the said Sum of One hundred and fifty thousand Pounds, and also the Sum of Five thousand Pounds yearly, and so forth until the Loan should be extinguished, so that finally the said Entailed Estate might be altogether freed and disencumbered of the same; and it was thereby also enacted that the said

George

George William Duke of *Argyll* should not be entitled to any Benefit whatever from the said Act now in recital until he should grant, execute, and deliver the Disposition and Conveyance of his Right of Liferent, and the Disposition and Conveyance of the Lands held by him in Fee Simple, to the said *Charles Selkrig*, Trustee first in order in the said Disposition and Deed of Trust dated the Seventeenth Day of *June* One thousand eight hundred and sixteen, and the other Persons appointed or to be appointed his Successors under that Deed: And whereas another Act was passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to alter and extend the Powers of an Act passed in the Eleventh Year of the Reign of His late Majesty King* George *the Fourth, intituled* 'An Act for empowering George 'William *Duke of* Argyll *and his Trustee to borrow a Sum of* 'Money, *and to make it a Charge on the Estate of* Argyll, *upon cer-* 'tain Conditions,' reciting the said Act of the Eleventh Year of the Reign of His Majesty King *George* the Fourth, and that the said *George William* Duke of *Argyll*, in compliance with the Directions of the said recited Act, did, by his Disposition and Conveyance, dated the Twenty-ninth Day of *June* in the Year One thousand eight hundred and thirty, dispone and convey to the said *Charles Selkrig*, and to the other Persons to be appointed his Successors, as Trustees under the said recited Act, his Liferent Right to the said Dukedom and Estate of *Argyll*, upon which Disposition and Conveyance the said *Charles Selkrig* was duly infeft and seised in the Lands and others therein disponed, conform to Instrument of Sasine in his Favour dated the Fourteenth Day of *July* One thousand eight hundred and thirty, and recorded in the General Register of Sasines the Nineteenth Day of said Month and Year foresaid, and that the said *George William* Duke of *Argyll* did also, with Consent of the said *Charles Selkrig*, by his Disposition and Conveyance dated the Twenty-ninth Day of *June* and Second Day of *July* in the said Year One thousand eight hundred and thirty, convey to the same Persons, as Trustees foresaid, his Lands of *Glennamucklach* and *Knockstaplemore* in the Barony of *Kintyre* and Shire of *Argyll*, which were held by him in Fee Simple, upon which last-mentioned Disposition and Conveyance the said *Charles Selkrig* was duly infeft and seised in the Lands and others therein disponed, conform to Instrument of Sasine in his Favour dated the Twenty-seventh Day of *July* One thousand eight hundred and thirty, and recorded in the General Register of Sasines the Thirty-first Day of said Month and Year aforesaid, and that the said *George William* Duke of *Argyll*, by his Disposition and Assignation dated the said Twenty-ninth Day of *June* and Second Day of *July* One thousand eight hundred and thirty, conveyed to the same Persons the whole Furniture, Books, Pictures, and Prints which at the passing of the said recited Act were in the Castle of *Inverary* and House of *Roseneath*, and the whole Rents and Arrears of Rents of the Estate and Dukedom which might be due at his Grace's Death, in Terms of and for the Purposes mentioned in the said Act now in recital; and also reciting that the said *George William* Duke of *Argyll* and the said *Charles Selkrig*, as Trustee aforesaid, in virtue of the Powers by the said first-recited Act granted, had borrowed the said Sum of One hundred and fifty thousand Pounds from the

7 W. 4. & 1 Vict. c. 16.

Royal Bank of *Scotland*, and the same had been charged upon the said Dukedom and Estate of *Argyll*, by virtue of a Disposition in Security dated the said Twenty-ninth Day of *June* and Second Day of *July* One thousand eight hundred and thirty, granted by the said Duke and by the said *Charles Selkrig*, as Trustee foresaid, in favour of the said Royal Bank of *Scotland*, upon which Disposition in Security the said Royal Bank of *Scotland* were duly infeft and seised in the Lands and others therein disponed, conform to Instrument of Sasine thereon dated the Fourteenth Day of *July* One thousand eight hundred and thirty, and recorded in the General Register of Sasines the Nineteenth Day of the said Month and Year aforesaid, and that the Sum so borrowed had been applied by the said *Charles Selkrig* to the Purposes directed by the said recited Act; and also reciting that Insurances upon the Life of the said *George William* Duke of *Argyll* to the Extent of the Sum of Thirty-five thousand Pounds had been effected in Terms of the said first-recited Act, and the annual Premiums of Insurance thereon, amounting to the Sum of Two thousand two hundred and fifty-one Pounds Nineteen Shillings, had been regularly paid, so that the said Insurances did then all subsist; and also reciting that the Sinking Fund established by the said first-recited Act, consisting of the Balance of the said Sum of Five thousand Pounds directed to be annually retained out of the Rents and Produce of the said Dukedom and Estate, remaining over and above the annual Payment of the said Premiums of Insurance, and also of the net Proceeds arising from the Sale of Coppice Wood and other Wood and Timber, had been established and maintained by the said *Charles Selkrig*, as Trustee aforesaid, and the same had been lodged by him with the said Royal Bank of *Scotland* in a separate Account, and the same at the passing of the said last Act now in recital amounted to the Sum of Eighteen thousand four hundred and forty-two Pounds Fifteen Shillings and Eight-pence, as specified in the Schedule (A.) thereunto annexed; and reciting that there remained due at that Time to Messieurs *John Tod* and *John Romanes*, the Agents and Cashiers under the Trust created by the said first-recited Act, the Sum of Six thousand eight hundred and eighty-six Pounds Fifteen Shillings and Two-pence, as specified in the Schedule (B.) thereunto annexed, as the Balance of their Intromissions with the Rents and Profits of the said Dukedom and Estate, and Payments in respect of the same, as on the Fourteenth Day of *April* One thousand eight hundred and thirty-seven; and also reciting that, owing to the great Depreciation of the Value of Kelp, of which at the Time of passing the said first-recited Act a large Quantity was manufactured upon the Shores of the said Dukedom and Estates, and to the Fall of the Rents of the said Dukedom and Estates from various Causes, while the Parochial Burdens and Expences of Management had increased, the Balance of the Rents of the said Dukedom and Estates directed to be paid over to the said Duke had been much smaller than at the Time of the passing of the said first-recited Act it was expected to be, and had been so inadequate for his Maintenance that he had been under the Necessity of contracting further Debts, both by Specialty and Simple Contract, and by granting redeemable Annuities, which Debts so contracted by him amounted to the Sum of Seventeen thousand four hundred

and

and seventy Pounds Seven Shillings and Five-pence, as specified in the Schedule (C.) to the said last Act now in recital annexed, and which redeemable Annuities amounted to One thousand and eighty-one Pounds Six Shillings and Eight-pence, together with the Sums at which the same were respectively redeemable, as specified in the Schedule (D.) to the said last Act now in recital annexed, and that in addition to those Debts there was due by the said Duke, upon Mortgage over the Leasehold House and Premises belonging to him in *London*, the Sum of Sixteen thousand four hundred and seventy-five Pounds Five Shillings and Eleven-pence, as specified in the Schedule (E.) to the said last Act now in recital annexed; and also reciting that the said Sum of One hundred and fifty thousand Pounds, borrowed under the Authority of the said first-recited Act, had been obtained at a lower Rate of Interest than the legal Rate of Five Pounds *per Centum per Annum*, but a higher Rate of Interest might be required, thereby still further diminishing the Balance of the Rents of the said Dukedom and Estate, to be paid over annually to the said Duke, as in the said first-recited Act directed, and that it was therefore expedient that Means should be provided for paying off the said Debts and the Annuities comprised in the Schedules thereunto annexed; and also reciting that the said *George William* then Duke of *Argyll*, and the said Lord *John Campbell* now Duke of *Argyll*, had agreed that the Sums which had in virtue of the said first-recited Act been set apart as a Sinking Fund for Payment of the said Debts of the said *George William* Duke of *Argyll*, and then amounting to the Sum of Eighteen thousand four hundred and forty-two Pounds Fifteen Shillings and Eight-pence, should be applied by the said Trustee for the Time in Payment of the Debts and redeeming the Annuities granted by the said *George William* Duke of *Argyll*, and that the said Sinking Fund, in so far as it should arise from Rents, should, from and after the passing of the said last Act now in recital, be suspended in manner therein-after provided during the Lifetime of the said Duke, except to the Extent and Effect of paying the annual Premiums upon the Insurances ordered by the said first-recited Act to be effected upon the Life of the said Duke, to the Extent of Thirty-five thousand Pounds, to be applied at his Death towards the further Extinction of the said Sum of One hundred and fifty thousand Pounds thereby authorized to be borrowed; but that the said Sinking Fund, so far as it might arise from the Produce of Sales of Coppice Wood and other Wood and Timber, should continue in operation for the Extinction of the said Debts of One hundred and fifty thousand Pounds, and also that the said *Charles Selkrig*, or the Trustee for the Time acting under the Authority of the said first-recited Act, should be empowered to borrow a further Sum of Thirty thousand Pounds, and to make the same, with the Interest thereof and Penalty thereon, a further Charge upon the said Dukedom and Estate so held in Trust as aforesaid, by Heritable or other competent Security, to be by such Trustee applied to the Extinction of the said Debts and Annuities comprised in the said Schedules to the said last Act now in recital annexed; it was thereby enacted, that from and after the passing of the said last Act now in recital so much of the said first-recited Act of the Eleventh Year of the Reign of His said Majesty King *George* the Fourth as directed the Sum of Five

Five thousand Pounds yearly to be retained by way of a Sinking Fund out of the Rents and annual Produce of the said Dukedom and Estate of *Argyll*, except in so far as it might be required for Payment of the annual Premiums on the Insurance, to the Extent of Thirty-five thousand Pounds, made upon the Life of the said *George William* Duke of *Argyll*, should be and were thereby suspended during the Lifetime of the said Duke, and the Surplus of the said annual Sum of Five thousand Pounds, after Payment of the said Premiums upon the said Insurances, should thenceforward during the Life of the said Duke merge in the Balance of the Rents and Produce of the said Dukedom and Estate which by the said first-recited Act the said *Charles Selkrig*, or the Trustee for the Time, acting under the said recited Act, was thereby directed to pay over yearly to the said Duke, and should be so paid over to the said Duke accordingly; provided always, that all Sums of Money which might arise from the Produce of Sales of Coppice Wood and other Wood and Timber growing upon the said Dukedom and Estate should continue to be applied to the Discharge and Extinction of the said Debt of One hundred and fifty thousand Pounds; and it was further enacted that it should be lawful to the said *George William* Duke of *Argyll* and the said *Charles Selkrig*, or other Trustee for the Time, as aforesaid, in addition to the said Sum of One hundred and fifty thousand Pounds, to borrow a further Sum or Sums of Money to an Amount not exceeding Thirty thousand Pounds, and to charge the same, with the Interest and Penalty thereof, upon the said Dukedom and Estate of *Argyll*, as the same were particularly set forth in the Schedule (D.) to the said first-recited Act annexed, or any Part or Parts thereof, by Heritable Bond or Bonds, or other competent Deed or Deeds, and it was further enacted that in the event of the Demise of the said Duke, and that any Part of the said Loan of Thirty thousand Pounds should then remain due, the next Heir of Entail succeeding to the said Estate should continue to pay the yearly Interest of the said Sum of Thirty thousand Pounds, or such other Sum as should be borrowed under the Authority of the said last Act now in recital, or of so much thereof as should then remain unpaid and owing, after Application to the Reduction thereof of the Funds appropriated to that Purpose as aforesaid, and also the said Sum of Five thousand Pounds yearly, as provided in the said first-recited Act, as a Sinking Fund, towards the gradual Reduction and ultimate Extinction of what might so remain due, and that in the event of the Demise of such next Heir of Entail, and that any Part of the said Loan should still remain due, the succeeding Heirs in their Order should continue to pay the yearly Interest of the said Sum of Thirty thousand Pounds, or such Sum as should be borrowed as aforesaid, or of so much thereof as should be then due and owing, and also the said Sum of Five thousand Pounds, until the Loan should be extinguished, so that finally the said Entailed Estate might be altogether freed and disencumbered of the same; and it was further enacted that the said *Charles Selkrig*, or other Trustee for the Time, as aforesaid, should transfer the said Sum of Eighteen thousand four hundred and forty-two Pounds Fifteen Shillings and Eight-pence, being the Amount of the said Sinking Fund then lodged with the Royal Bank as aforesaid, with the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British* Linen Company, Commercial Bank of *Scotland*,

Scotland, or National Bank of *Scotland*, on a separate Account to be kept in his Name, with one or other of the said Banks, and, when and so soon as the said Sum of Thirty thousand Pounds or any Part thereof should be so borrowed as aforesaid, the said *Charles Selkrig*, or other Trustee for the Time, as aforesaid, should, immediately upon his receiving the same, lodge the Money in the same Bank and into the same Account, and the Monies so lodged should be drawn out occasionally as might be required, and should be applied by the said Trustee in manner following, *videlicet*, first, in Payment of the Expences of preparing, procuring, obtaining, and passing the said last Act now in recital, and the Expences to be incurred in procuring the Loan of the said Sum of Thirty thousand Pounds, secondly, in Payment of the Specialty and Simple Contract Debts of the said *George William* Duke of *Argyll*, amounting to Seventeen thousand four hundred and seventy Pounds Seven Shillings and Five-pence, thirdly, in Payment of the Redemption Monies of the said Annuities granted by the said Duke subsequent to the passing of the said first-recited Act, amounting to Five thousand nine hundred and ninety-eight Pounds, fourthly, in Payment of the Mortgages upon the Leasehold House and Premises of the said Duke, amounting to the Sum of Sixteen thousand four hundred and seventy-five Pounds Five Shillings and Eleven-pence, and lastly, in Payment of the said Balance due to the said Messieurs *John Tod* and *John Romanes*, amounting to Six thousand eight hundred and eighty-six Pounds Fifteen Shillings and Two-pence, and it was further enacted that the Rents and annual Produce of the said Dukedom and Estate, after making the several Payments by the said first-recited Act directed to be made out of the said Rents and Produce, except in so far as the same might be altered or varied by the said last Act now in recital, should be annually applied in paying, once a Year, the Interest of the said Sum of Thirty thousand Pounds, or of such Part thereof as should be borrowed as aforesaid; and it was further enacted that the said Sinking Fund, whether arising from the Sale of Coppice Wood or other Wood or Timber, or from the full Sum of Five thousand Pounds again becoming annually payable out of the Rents and Produce of the said Dukedom and Estates, in consequence of the Demise of the said *George William* Duke of *Argyll*, or from the Sale and Disposal of the Furniture or other Property in *Inverary Castle* or *Roseneath House*, under the Authority of the said first-recited Act, or from the Sale of the said Fee Simple Lands, if sold under the Authority of the said first-recited Act, or from the Rents or Arrears of Rents which might be due at the Death of the said Duke, or from the Sums drawn from the Policies of Insurance made under the Authority of the said first-recited Act, or from any of these Sources, should be applied by the Trustee for the Time under the said first-recited Act in extinction, first, of the said Debt of One hundred and fifty thousand Pounds, secondly, in extinction of the Debt which might be contracted under the Authority of the said last Act now in recital; and it was further enacted that the Commissioners appointed by the said first-recited Act, or such of them as should be surviving, should have the same Powers in regard to the Purposes of the said last Act now in recital as were given and granted to them by the said first-recited Act in relation thereto; and it was further enacted that the said first-recited Act, and all the Powers, Provisions, Declarations, Enactments, Matters, and

Things therein contained, so far as the same were not altered, varied, or repealed by the said last Act now in recital, should remain in full force, and should be applicable thereto, and that the said Two Acts should be carried into effect together: And whereas the said *George William* Duke of *Argyll*, and the said *Charles Selkrig*, as Trustee foresaid, in virtue of the Powers given by the said last-recited Act, borrowed the said Sum of Thirty thousand Pounds from *Alexander Pearson* and *William Robertson*, Writers to the Signet, and the same has been charged upon the said Dukedom and Estate of *Argyll*, by virtue of a Disposition in Security, dated the Fourteenth and Eighteenth Days of *August* One thousand eight hundred and thirty-seven, granted by the said Duke, and by the said *Charles Selkrig*, as Trustee aforesaid, in favour of the said *Alexander Pearson* and *William Robertson*, upon which Disposition in Security the said *Alexander Pearson* and *William Robertson* were duly infeft and seised in the said Lands and others therein disponed, conform to Instrument of Sasine thereon, dated the Twenty-ninth Day of *August* One thousand eight hundred and thirty-seven, and recorded in the General Register of Sasines the Second Day of *September* following, and the Sum so borrowed, as well as the said Sum of Eighteen thousand four hundred and forty-two Pounds Fifteen Shillings and Eight-pence, being the Amount of the said Sinking Fund, which was at the Date of the said last-recited Act lodged with the Royal Bank as aforesaid, were applied by the said *Charles Selkrig* and *Donald Lindsay*, who was appointed Trustee in place of the said *Charles Selkrig* after his Death, for the Purposes directed by the said last-recited Act: And whereas no particular Direction was given by either of the said recited Acts in regard to the Application of any Surplus that might remain of the Monies to be raised, or that might not be applied for the Purposes of the said Acts or either of them, and Part of the Money raised by the said first-recited Act still remains unapplied: And whereas the said *Charles Selkrig* having died upon the Fourteenth Day of *November* One thousand eight hundred and thirty-seven, *Donald Lindsay*, Accountant in *Edinburgh*, was appointed Trustee under the said Two recited Acts, conform, first, to Letter dated the Fourth Day of *January* One thousand eight hundred and thirty-eight, addressed to him by the Right Honourable *John Archibald Murray*, then Lord Advocate of *Scotland*, and *Andrew Rutherfurd* Esquire, then Solicitor General for *Scotland*, and, second, conform to Deed of Nomination and Appointment by them in his Favour, dated the Ninth and Fourteenth Days of *February* following, and which Letter and Deed of Nomination are granted, in virtue of the Powers committed to them by the said first-recited Act, in favour of the said *Donald Lindsay*, and are registered in the Books of Council and Session the Fifteenth Day of *February* One thousand eight hundred and thirty-eight: And whereas the said *George William* Duke of *Argyll* having died upon the Twenty-first Day of *October* One thousand eight hundred and thirty-nine, the Succession to the said Dukedom and Estate of *Argyll* opened to the said *John Douglas Edward Henry Campbell* then Duke of *Argyll*, who has made up Titles thereto, under the Reservations, Conditions, Provisions, Faculties, Restrictions, and Limitations contained in the foresaid Contract of Marriage between the said *John* Marquis of *Lorne* and *Mary Brown*, bearing

bearing Date the Thirtieth Day of *December* One thousand seven hundred and one, conform to Disposition and Reconveyance dated the Twentieth and registered in the Register of Tailzies the Twenty-first Days of *December* One thousand eight hundred and thirty-nine, granted by the said *Claud Russell*, as Trustee under the said Trust Disposition bearing Date the Seventeenth Day of *June* One thousand eight hundred and sixteen, Charter of Resignation under the Great Seal in favour of the said Duke, and the Heirs of Entail substituted to him by the said Contract of Marriage, and by the said Disposition and Reconveyance, proceeding upon the Procuratory of Resignation contained in the said Disposition and Reconveyance, which Charter is dated the Twentieth Day of *December* One thousand eight hundred and thirty-nine, and written to the Seal and registered and sealed the Twenty-first Day of *February* One thousand eight hundred and forty, and Instrument of Sasine following on the said Charter, dated the Twenty-eighth and registered in the General Register of Sasines at *Edinburgh* the Twenty-ninth Days of *February* One thousand eight hundred and forty: And whereas the Sinking Fund arising from the Sales of Coppice Wood and other Woods did upon the Twelfth Day of *March* One thousand eight hundred and forty amount to One thousand five hundred and forty-nine Pounds Sixteen Shillings and Four-pence; and the said *Donald Lindsay*, as Trustee foresaid, has since received the Proceeds of the said Policies of Insurance on the Life of the said *George William* Duke of *Argyll*, amounting, inclusive of certain Bonuses which had become payable thereon, to Thirty-eight thousand two hundred and thirty-eight Pounds and Eight-pence, and has further received the whole Rents and Arrears of Rent of the said Dukedom and Estate which were due at the Death of the said *George William* Duke of *Argyll*, amounting to Fourteen thousand seven hundred and twenty-nine Pounds Five Shillings and Five-pence, and has further sold the said whole Furniture, Books, Pictures, Prints, and Paintings in the Castle of *Inverary* and House of *Roseneath*, and received the Price thereof, amounting to Seven thousand seven hundred and seventy Pounds Five Shillings and One Halfpenny, out of which said several Sums the said *Donald Lindsay* has paid and applied the Sum of Fifty-four thousand Pounds towards Extinction of the said Sum of One hundred and fifty thousand Pounds, borrowed under the Powers conferred by the said first-recited Act, and further has paid the Interest of the said Debts down to the Death of the said Duke, and various other Charges forming Burdens thereon, the Balance of the said Sums so received by him being retained by him until the Expences of winding up the Trust are ascertained, and until he shall obtain Exoneration therefrom: And whereas the said Lands of *Glennamucklach* and *Knockstaplemore* have not yet been sold: And whereas it having appeared to the said *John Douglas Edward Henry* now Duke of *Argyll* to be expedient, and materially for the Interests of the said Dukedom and Estate, and the Heirs of Entail succeeding thereto, that the Tenants thereon should not be distressed for Payment of the said Rents and Arrears of Rent due at the Death of the said *George William* Duke of *Argyll*, he the said *John Douglas Edward Henry* Duke of *Argyll* took the said Rents and Arrears of Rents upon himself, and paid the same, amounting as aforesaid to Four-

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teen thousand seven hundred and twenty-nine Pounds Five Shillings and Five-pence, to the said *Donald Lindsay*, as Trustee foresaid: And whereas upon the Succession of the said *John Douglas Edward Henry* Duke of *Argyll* it became necessary for him to furnish the said Castle of *Inverary* and House of *Roseneath*, and he accordingly purchased the said Furniture, Books and Pictures, and Prints therein, and which were vested in the said *Donald Lindsay*, as Trustee foresaid, and paid the Price, amounting as aforesaid to Seven thousand seven hundred and seventy Pounds Five Shillings and One Halfpenny, to the said *Donald Lindsay*, as Trustee foresaid: And whereas at the Time of the Succession of the said *John Douglas Edward Henry* Duke of *Argyll* to the said Dukedom and Estate certain Debts by Simple Contract were due by him, and the Interest of the said Sums of One hundred and fifty thousand Pounds and Thirty thousand Pounds became current and payable by him immediately upon the Death of the said *George William* Duke of *Argyll*, while the Rents of the said Dukedom and Estate due to him in his own Right did not become payable until a Period subsequent to that Event, and to enable the said *John Douglas Edward Henry* Duke of *Argyll* to pay the said several Sums, and certain other Sums, and the Expences incurred in consequence of his Succession to the said Dukedom and Estate, it became necessary for him to obtain Advances from certain Parties, and there now remain due by him the following Sums, amongst others, *videlicet*, first, the Sum of Thirty thousand two hundred and four Pounds Ten Shillings and Four-pence to the Bank of *Scotland*, second, the Sum of One thousand and thirty Pounds Six Shillings and Three-pence to the *Greenock* Bank, third, the Sum of Ten thousand Pounds due to the Sinking Fund established by the said first-recited Act, in respect of Two Years of the Period during which his Possession of the said Dukedom and Estate has existed since the Death of the late Duke, fourth, the Sum of Eleven thousand nine hundred and sixty-nine Pounds Six Shillings and Three-pence to Messieurs *Alexander Monypenny* and *James Dalgleish*, Writers to the Signet in *Edinburgh*, his Agents and Cashiers, and, fifth, the Sum of Ten thousand eight hundred and eighty-eight Pounds Two Shillings and Sixpence to Messieurs *Rundell* and *Bridge* of the City of *London*, Jewellers, sixth, the Sum of Nine thousand Pounds to Messieurs *Coutts* and Co., Bankers in *London*, seventh, the Sum of Two thousand Pounds to Major *Dalziell*, residing at *Portobello* near *Edinburgh*, and, eighth, Nine thousand nine hundred and seven Pounds Fourteen Shillings and Eight-pence, due to various Tradesmen and others, which Sums amount in whole to Eighty-five thousand Pounds or thereby: And whereas the said *John Douglas Edward Henry* Duke of *Argyll* has incurred, or may be under the necessity of incurring or discharging, other Debts to the Amount of Fifteen thousand Pounds: And whereas, in consequence of the Provisions and Conditions contained in the said Contract of Marriage, bearing Date the Thirtieth Day of *December* One thousand seven hundred and one, under which the Heirs of Entail thereby called to the Succession are effectually prohibited from contracting Debt on the said Dukedom and Estate, or burdening the same therewith, the said *John Douglas Edward Henry* Duke of *Argyll* has it not in his Power

Power to pay off the said several Sums contracted and due by him as aforesaid, otherwise than by a Sale of so much of the said Dukedom and Estate as may be necessary for that Purpose, which, from the Defect in the Deed of Entail thereof before mentioned, it is in the Power of the said Duke to make; but as it would be most injurious to the succeeding Heirs of Entail, and greatly to the Prejudice of the said Dukedom and Estate, to make such Sales, it is expedient that Means should be provided for paying off the said Debts, and that the said *John Douglas Edward Henry* Duke of *Argyll* should be empowered to borrow a Sum of Money not exceeding Eighty-five thousand Pounds, and to make the same, with Interest thereof and Penalty thereon, a further Charge upon the said Dukedom and Estate, by Heritable or other competent Security, and that he should also be enabled to charge the said Dukedom and Estate with such further Sums as the Court of Session in *Scotland*, in either Division thereof, shall authorize, such further Sums not exceeding in the whole the Sum of Fifteen thousand Pounds: And whereas certain Doubts exist as to the true Effect and Meaning of the said Two recited Acts, in so far as they relate to the Sinking Fund established by the said first-recited Act, and continued by the said second-recited Act, and as to the Application of any Surplus that may remain of the Monies raised or that may not have been applied for the Purposes of the said Two recited Acts, and it is expedient that such Doubts should be removed, and that the said *John Douglas Edward Henry* Duke of *Argyll* and the succeeding Heirs of Entail should obtain Relief from the Payment of Interest of the said Sums borrowed under the Authority of the said Two recited Acts, and to be borrowed under the Authority of this Act, to the Extent of the Interest on the Sum of Five thousand Pounds directed to be annually paid as a Sinking Fund, and applied towards the Extinction of the said Debts, from the Time of such Sums being respectively so applied, and in the meantime and until such Sums shall be respectively so applied they should be entitled to receive the Interest which may arise thereupon: And whereas, in consequence of the Death of the said *George William* Duke of *Argyll*, the Life-rent Right of the said Duke to the said Dukedom and Estate, which was vested in the said *Donald Lindsay*, as Trustee aforesaid, has ceased, and the said Trustee is no longer in the Receipt of the Rents and Profits of the said Dukedom and Estate, for the Purposes of the said recited Acts; and it is therefore expedient that the Affairs of the said Trust should be wound up and settled, and the said Trustee discharged, and that the Balance remaining due by the said Trustee for the Purposes of the said recited Acts should be transferred to other Trustees, for completing the Purposes of the said recited Acts, together with the Purposes of this Act: But as these Purposes cannot be effected without the Aid and Authority of Parliament, may it therefore please Your Majesty, upon the Petition of Your Majesty's most dutiful and loyal Subject, the said *John Douglas Edward Henry* Duke of *Argyll*, 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, That as soon as may be after the passing of this Act

The former Trusts to be wound up, and the Trustee discharged.

the said *Donald Lindsay*, the Trustee acting under the said Two Dispositions and Deeds of Trust, dated respectively the First Day of *February* in the Year One thousand eight hundred and twelve and the Seventeenth Day of *June* in the Year One thousand eight hundred and sixteen, and under the said Two recited Acts of the Eleventh Year of the Reign of His Majesty King *George* the Fourth and of the Seventh Year of the Reign of His late Majesty King *William* the Fourth, shall with all convenient Despatch make Sale of the Lands of *Glennamucklach* and *Knockstaplemore*, which were formerly held in Fee Simple by the said *George William* late Duke of *Argyll*, and which were, in virtue of the said recited Act of the Eleventh Year of the Reign of His Majesty King *George* the Fourth, disponed and conveyed to the said *Charles Selkrig*, as Trustee, and which are now vested in the said *Donald Lindsay* his Successor, on the Trusts aforesaid; and the said *Donald Lindsay* shall thereupon proceed to wind up and settle the whole of the Affairs of the Trusts vested in him by the said Two Dispositions and Deeds of Trust before mentioned and the said Two before-recited Acts, and shall for that Purpose either apply to the Court of Session, in either Division thereof, by summary Petition, or raise and insist in a Process of Multiplepoinding before the said Court for a Discharge and Exoneration of his Proceedings, in which he shall be bound to call and convene before the said Court the said *John Douglas Edward Henry* Duke of *Argyll*, and the Heir next in Succession to the said Duke at the Time, under the said Tailzie dated the Thirtieth Day of *December* One thousand seven hundred and one, or the Guardian or Guardians of such Heir if he be a Minor, and in which summary Application or Process it shall be incumbent upon the said Trustee to produce the Accounts of his Management from the Period at which they shall have been last examined and audited, in Terms of the said recited Acts; and after such Accounts shall be examined and audited, and the Balance payable by the said *Donald Lindsay* shall be ascertained, such Balance, whether arising from the Sums borrowed under the said Two recited Acts, and not applied to the Purposes thereof, or from the said Rents and Arrears of Rents, Price of Furniture and Effects, or Proceeds of Sales of the said Fee Simple Lands, and Policies of Insurance, shall be paid by him into the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British* Linen Company, Commercial Bank of *Scotland*, or National Bank of *Scotland*, on an Account to be raised in the Books of one or other of the said Banks, in the Names of *Robert Glasgow* Esquire, of *Mountgreenan* in the County of *Ayr*, *Hew Francis Cadell*, residing at *Cockenzie* in the County of *East Lothian*, and *Lorne Campbell*, residing at *Portkiln* in the County of *Dumbarton*, and the Survivors and Survivor of them, as Trustees, for the Purposes herein-after mentioned, and upon making Payment of such Balance, in manner herein-before directed, the said *Donald Lindsay*, as Trustee aforesaid, shall by the said Court be exonerated and freed of his Intromissions, and he shall be declared quit and discharged thereof for ever.

Appointment of Commissioners repealed.

II. And whereas by the said first-recited Act of the Eleventh Year of the Reign of His Majesty King *George* the Fourth it was enacted, that the said *John Douglas Edward Henry Campbell*, then commonly called Lord *John Campbell*, now Duke of *Argyll*, the Right Honourable

nourable *James* Earl of *Rosslyn*, now deceased, the Right Honourable *Archibald John* Earl of *Rosebery*, *Thomas Francis Kennedy* Esquire, of *Dunure*, *James Gibson Craig* Esquire, of *Riccarton*, now Sir *James Gibson Craig* Baronet, *James Reddie* Esquire, Advocate, City Clerk of *Glasgow*, *William Cadell* of *Tranent*, Esquire, in the County of *East Lothian*, *Hew Francis Cadell*, residing at *Cockenzie* in the County of *East Lothian* aforesaid, *Alexander Robertson*, *Alexander Monypenny*, and *John Ferrier*, all of the City of *Edinburgh*, Writers to the Signet, and the Survivors or Survivor of them, should be Commissioners, in order to see to and secure the Execution of the said recited Act on the Part of the acting Trustee, with various Powers and Authorities in that behalf granted to them, the Majority of them for the Time being a Quorum; and by the said recited Act of the Seventh Year of the Reign of His late Majesty King *William* the Fourth it was enacted, that the Commissioners appointed by the said first-recited Act should have the same Powers in regard to the Purposes of the said Act of the Seventh Year of the Reign of His Majesty King *William* the Fourth as were given and granted to them by the said first-recited Act in relation thereto: And whereas the Intervention of the said Commissioners, from the Alteration of the Mode of Appointment and the Powers of the Trustees under this Act, and the Settlement of the Accounts of the Trustees under the said recited Acts, will be no longer necessary; be it therefore enacted, That from and after the passing of this Act, and the Settlement of the Accounts of the Trustees under the said recited Acts, so much of the said recited Acts as relates to the Appointment and Duties of the said Commissioners shall be and is hereby repealed; and it shall not hereafter be necessary for the Trustees appointed by or by virtue of this Act to follow out any of the Proceedings by the said recited Acts or either of them directed in regard to such Commissioners.

Duke of Argyll empowered to borrow 85,000*l.*, and make it a further Charge upon the Estate.

III. And be it further enacted, That it shall and may be lawful for the said *John Douglas Edward Henry* Duke of *Argyll*, and he is hereby specially authorized and empowered, in addition to the Balance remaining due upon the Sum of One hundred and fifty thousand Pounds, and to the aforesaid Sum of Thirty thousand Pounds, already borrowed as aforesaid, under the Authority of the said Two recited Acts, from Time to Time, as he shall see expedient, to borrow a further Sum or Sums of Money to an Amount not exceeding in the whole the Sum of Eighty-five thousand Pounds, and to charge the same, with the Interest and Penalty corresponding thereto, upon the said Dukedom and Estate of *Argyll*, as the same are particularly set forth in the Schedule (D.) to the said first-recited Act annexed, or any Part or Parts thereof, by Heritable Bond or Bonds, or other competent Deed or Deeds, which Heritable Bond or Bonds, or other competent Deed or Deeds, shall be equally good to the Lender or Lenders as if the same were taken over an Estate held in Fee Simple, notwithstanding of the Tailzie contained in the said Contract of Marriage dated the Thirtieth Day of *December* in the Year One thousand seven hundred and one; and it is hereby declared that the Lenders of the Sum or Sums of Money to be borrowed under the Authority of this Act shall have no Concern with the Application of the same.

May obtain Assignations of Securities.

IV. And be it further enacted, That if at any Time it shall be in the Power of the said Duke of *Argyll*, or of any Heir of Entail who may

may come into possession of the said Dukedom and Estate, to obtain a Loan or Loans of Money at a lower Rate of Interest than may have been stipulated to be paid in any Heritable Bond or Bonds or other Deed or Deeds already granted under the Authority of either of the said recited Acts, or to be granted under the Authority of this Act, or if Circumstances shall arise to make it expedient to transfer or pay off (except by the Operation of the Sinking Fund) any Part of such Sums so borrowed or to be borrowed as aforesaid, it shall and may be lawful for the said Duke, or for the Heir of Entail in possession at the Time of the said Dukedom and Estate, from Time to Time to obtain Assignations of the Heritable Bonds or other Deeds or Securities which may have been at any Time granted in virtue of either of the said recited Acts or of this Act, or of any Part or Parts of such Heritable Bonds or other Deeds, to the Person or Persons willing to lend any such Sums at a lower Rate of Interest than was previously paid for the same.

Power to charge the Estate with a further Sum of 15,000*l.*

V. And be it further enacted, That it shall and may be competent to the said *John Douglas Edward Henry* Duke of *Argyll* to grant valid and effectual Securities over the said Estate to the Extent of Fifteen thousand Pounds, in addition to the Sums before specified: Provided always, that he shall specify, in an Application to be made to either Division of the Court of Session of *Scotland*, the Sum or Sums, and the Creditor or Creditors in whose Favour the said Security is to be granted, and the said Court is hereby empowered to authorize the same to the foresaid Amount in reference to this Act.

Heir of Entail not to incur an Irritancy.

VI. And be it enacted, That the said *John Douglas Edward Henry* Duke of *Argyll*, or any Heir of Entail who may come into possession of the said Dukedom and Estate of *Argyll*, shall not incur any Irritancy or Forfeiture by reason of or on account of his granting or authorizing any Heritable Bond or other Deed or Deeds for securing any Sum or Sums of Money which may be borrowed under the Authority of this Act, or by reason of or on account of his exercising any of the Powers by the said recited Acts and this Act given.

Application of Loan.

VII. And be it enacted, That the said *John Douglas Edward Henry* Duke of *Argyll* shall apply the Sum or Sums of Money so to be borrowed by him as aforesaid, in the first place, in Payment of the Expences of preparing, procuring, and passing this Act, and the Expences to be incurred in procuring the Loan of the Sum or Sums of Money which he shall borrow under and by virtue of this Act, and in the next place in Payment of the Debts and Sums of Money set forth in the Schedule (A.) hereunto annexed: Provided always, that nothing in this Act contained shall prevent or be construed to prevent the said *John Douglas Edward Henry* Duke of *Argyll* from stating all competent Objections to the Validity of any of the Debts specified in the said Schedule (A.) hereunto annexed.

To pay Interest on Debts and annual Sinking Fund.

VIII. And be it further enacted, That the said Duke shall regularly pay the yearly Interest of so much of the Sums by the said recited Acts authorized to be borrowed as shall remain unpaid and owing, and also of the Sum or Sums of Money so to be borrowed by him, so long as the same shall remain unpaid and owing, or of so much of the said several Sums as shall at any Time remain unpaid and owing, and shall also, from and after the Term of *Martinmas* in the Year One thousand eight

eight hundred and forty-one, pay to the Account before mentioned, of the Trustees herein-before appointed, the Sum of Five thousand Pounds yearly as a Sinking Fund, to be by the said Trustees applied towards the gradual and ultimate Extinction of the Balance of the said Sum of One hundred and fifty thousand Pounds and of the said Sum of Thirty thousand Pounds by the said recited Acts authorized to be borrowed, and also of such Sums as may be borrowed or may be made a Charge on the said Dukedom and Estate under this Act; and in the event of the Demise of the said Duke, and that any Part of any of the said Loans shall remain due at such Demise, the next Heir of Entail succeeding to the said Estate shall continue to pay the yearly Interest of the said several Sums of Money, or of so much of the said Sums as shall then remain unpaid and owing, after Application to the Reduction thereof of the Funds which may from Time to Time come into the Hands of the said Trustees hereby appointed, and directed so to be applied, and shall also pay to the Account before mentioned of the said Trustees hereby appointed the said Sum of Five thousand Pounds yearly, as provided in the said recited Acts and this Act, as a Sinking Fund towards the gradual Reduction and ultimate Extinction of what may so remain due; and that in the event of the Demise of such next Heir of Entail, and that any Part of any of the said Sums so borrowed shall still remain due, the succeeding Heirs in their Order shall continue to pay the yearly Interest of the said Sums, or of so much thereof as shall at the Time be due and owing, and also shall continue to pay to the Account before mentioned of the Trustees appointed by or in virtue of this Act the said Sum of Five thousand Pounds yearly, until the said Sums so borrowed shall be fully paid and the Loans extinguished, so that finally the said Estate may be altogether freed and disencumbered of the same.

Debts not formerly paid, if they become payable, shall be paid out of the Sinking Fund.

IX. And be it further enacted, That in case any of the Debts for Payment of which Provision was intended to have been made under the said last-recited Act, but which shall not have been paid, from their Validity having been disputed, or from any other Cause, shall hereafter become payable, the said Trustees shall, whenever the same shall have been established as legal Debts, pay the same out of the Sinking Fund herein-before mentioned; but in the meantime no Reservation of any Part of the said Sinking Fund shall be made on account thereof, but the whole of the Funds in the Hands of the said Trustees shall from Time to Time be applied by them as speedily as can conveniently be done towards the Extinction of the Loans made under the said recited Acts, or to be made under this Act.

Duke to appoint Cashier to the Trustees.

X. And be it further enacted, That it shall and may be lawful for the said Duke of *Argyll*, or for the Heir of Entail in Possession of the said Dukedom and Estate, with Concurrence of the Majority of the Trustees for the Time, appointed by or in virtue of this Act, from Time to Time to appoint, and at his Pleasure to remove, a Cashier to the said Trustees, who shall have Power, for the Purposes of the said recited Acts and this Act, to operate upon the Account in the Bank as aforesaid of the said Trustees by Cheques, signed by such Cashier, and countersigned by One of the said Trustees, and to whom the said Trustees shall allow such Salary or Gratification as to them, with Consent of the said Duke or the Heir of Entail in possession of the said Dukedom and Estate for the Time, shall seem proper.

Sum transferred to Trustees, and Sums paid to Sinking Fund, to be applied to Reduction of the Debts.

XI. And be it further enacted, That the said Trustees shall, after Payment of the Expences attending the Execution of the Trusts, from Time to Time, and as soon as conveniently may be, apply all such Sums of Money as shall be paid into their Account as aforesaid by or on account of the said *Donald Lindsay* as Trustee aforesaid, as also the Sum of Five thousand Pounds yearly to be paid into their Account by the said Duke of *Argyll*, or the Heir in possession for the Time of the said Dukedom and Estate of *Argyll*, as a Sinking Fund, in Repayment and part Extinction of so much of the said Sum of One hundred and fifty thousand Pounds by the said first-recited Act authorized to be borrowed and still unpaid, and of the said Sum of Thirty thousand Pounds by the said last-recited Act authorized to be borrowed, and of such Sums as shall have been borrowed or made a Charge on the said Dukedom and Estate under this Act; but until any such annual Sum of Five thousand Pounds paid into the Account of the said Trustees as a Sinking Fund shall be actually applied by the said Trustees in part Extinction of the said Sums, the said Trustees shall pay to the said Duke of *Argyll*, or to the Heir of Entail in possession at the Time of the said Dukedom and Estate, the Interest which may accrue upon such Sums so deposited on their Account in the Bank as aforesaid so long as the same may remain so deposited, or of such Part thereof as may remain so deposited, and until by the Application of such Monies in part Extinction of the said Loans the said Heirs of Entail in possession respectively shall be relieved of the Burden of paying the Interest of such Part of the said Loans.

Accounts of Trustees to be annually audited, under Authority of the Court of Session.

XII. And be it further enacted, That the Accounts of the said Trustees shall be annually examined and audited under the Authority of the Court of Session, in such Manner as the said Court in either Division thereof, on the Application by summary Petition of any of the said Trustees, or of the said Duke, or of the Heir of Entail in possession for the Time of the said Dukedom and Estate, or of the Heir next in succession to the Heir in possession at the Time, shall direct.

Quorum of Trustees.

XIII. And be it enacted, That the Majority of Trustees hereinbefore appointed, or of such other Trustee or Trustees as may be appointed in the Room of them, or any of them, in manner hereinafter mentioned, while more than Two survive or continue, shall be a legal or sufficient Quorum for carrying all the Purposes of this Act into execution, and any One of them who only shall survive or continue shall at all Times have full Power to act by himself alone till the Appointment of a new Trustee or Trustees be made in manner herein-after mentioned.

New Trustees may be appointed.

XIV. And be it further enacted, That if the said *Robert Glasgow*, or *Hew Francis Cadell*, or *Lorne Campbell*, or any of them, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts hereby in them vested, before the same shall have been fully performed and executed, then and in any of these Cases, and when and so often as the same shall happen, it shall and may be lawful for the said *John Douglas Edward Henry* Duke of *Argyll*, or for the Heir of Entail in possession at the Time of the said Dukedom and Estate of *Argyll*, to nominate and appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes of the said recited Acts

and

and this Act, in the Place of them the said Trustees, or such of them, or of such Trustee or Trustees, as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the said Trusts, and so from Time to Time as there shall be Occasion.

Trustees not to be chargeable for Omissions.

XV. Provided always, and be it enacted, That the said Trustees, or such other Trustee or Trustees as may be hereafter appointed in their Stead, shall not be charged or chargeable for Omissions, nor for any more Money than they shall actually respectively receive by virtue of either of the said recited Acts or this Act, nor for any Loss of such Money, or any Part thereof, so that the same happens without their wilful Default or Neglect respectively, nor any of them for the others or other of them, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and that they and any of them shall, by and out of the Money which shall come into their Hands or under their Control as Trustees aforesaid, be entitled to retain, receive, and be reimbursed of all Charges and Expences which they shall respectively sustain, incur, or be put to in the Exercise or Performance of the Trusts hereby reposed in them, or in any Manner in relation thereto.

When Purposes of Trust completed, Trustees may be discharged of the Trust.

XVI. And be it further enacted, That when and so soon as the Purposes of the Trusts created by the said recited Acts and this Act shall have been completed, and the Loans authorized to be made under the Authority of the said recited Acts and this Act shall have been paid up, it shall and may be in the Power of the Persons who may be Trustees for the Time under or by virtue of this Act, if they think it expedient, to apply, by summary Petition to the said Court of Session in either Division thereof, for a Discharge and Exoneration of their Proceedings; and the said Court is hereby authorized and required, after Consideration of the Accounts of the said Trustees, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of their Intromissions and of their Trust, and to declare them acquitted, released, and discharged thereof for ever.

Former Acts, so far as not altered, to remain in force.

XVII. And be it further enacted, That the said recited Acts of the Eleventh Year of the Reign of His Majesty King *George* the Fourth, and of the Seventh Year of the Reign of His late Majesty King *William* the Fourth, and all the Powers, Provisions, Declarations, Enactments, Matters, and Things therein contained, so far as the same are not altered, varied, or repealed by this Act, shall remain in full force as they were prior to the passing of this Act, and shall be applicable to this Act; and the said recited Acts and this Act shall be carried into effect together.

General Saving.

XVIII. Saving and reserving unto the Queen's most Excellent Majesty, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, or their Heirs, Successors, Executors, Administrators, and Assigns, (other than and excepting the said *John Douglas Edward Henry* Duke of *Argyll*, and the Heirs of Entail entitled to take under the said Tailzie dated the Thirtieth Day of *December* in the Year One thousand seven hundred and one,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Dukedom and Estate of *Argyll*, or the Lands and Heritages comprising the same, or any Part thereof, as they or any of

of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been made.

Act as printed by Her Majesty's Printers to be Evidence.

XIX. And be it further 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.

SCHEDULE (A.) to which this Act refers.

List of Debts due by the present Duke of Argyll.

	£	s.	d.
1. To the Bank of Scotland - - -	30,204	10	4
2. To the Greenock Bank - - -	1,030	6	3
3. To the Sinking Fund established by 11 Geo. 4. c. 35. - - - - -	10,000	0	0
4. To Messieurs Alexander Monypenny and James Dalgleish, Writers to the Signet -	11,969	6	3
5. To Messieurs Rundell and Bridge, Jewellers -	10,888	2	6
6. To Messieurs Coutts & Co. - - -	9,000	0	0
7. To Major Dalziell, residing at Porto Bello, near Edinburgh - - - - -	2,000	0	0
8. To various Tradesmen and others - -	9,907	14	8
	£85,000	0	0

Alexander Monypenny.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.