ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 42.

An Act for exchanging Part of the settled Estates of the Most Honourable the Marquis of *Bute* and Earl of *Dumfries* in the County of *Glamorgan*, in *England*, for Estates of the said Marquis in the Counties of *Ayr*, *Wigton*, and *Bute*, in *Scotland;* and for other Purposes.

[15th *July* 1837.]

WHEREAS by an Indenture of Release bearing Date the Fifteenth Day of *July* One thousand eight hundred and eighteen, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Fourteenth Day of the same Month, the Release being made or expressed to be made between the Most Honourable *John Crichton* Marquis of *Bute* and Earl of *Dumfries* of the First Part; the Most Honourable *Maria* Marchioness of *Bute* and Countess of *Dumfries*, then the Right Honourable Lady *Maria North*, of the Second Part; the Right Honourable Sir *Charles Stuart*, His Majesty's Ambassador to the Court of *France*, and One of the Civil Knights Grand Crosses of the Most Honourable Order of the Bath, and the Reverend *John Kaye* Doctor in Divinity, Master of *Christ's College* in the University of *Cambridge*, of the Third Part; the Right Honourable *Frederick William* Earl of *Bristol*, and the Honourable and Reverend *Henry*

Lewis Hobart Doctor in Divinity and Dean of *Windsor*, of the Fourth Part; the Reverend *Francis North* Clerk, and the Right Honourable *William Dundas* Esquire, of the Fifth Part; and the said *Frederick William* Earl of *Bristol* and *Thomas Francis Kennedy* the younger, of the Sixth Part; after reciting (among other Things) that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* was seised of and well entitled to an absolute Estate of Inheritance in Fee Simple in Possession according to the Laws of *Scotland* of and in a certain Estate situate, lying, and being in the Isle of *Bute* in *Scotland*, called the *Bute* Estate, subject to certain Charges and Incumbrances affecting the same, and made thereon by *John* then late Marquis of *Bute*; and also reciting that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* was also seised of and well entitled to an Estate of Inheritance in Tail Male in Possession according to the Laws of *Scotland* of and in a certain Estate situate, lying, and being in the Counties of *Ayr* and *Wigton* in *Scotland* aforesaid, called the *Dumfries* Estate, by virtue of a certain Deed of Entail made and executed by the Right Honourable *William* then late Earl of *Dumfries* and *Stair*, bearing Date the Fourteenth Day of *December* One thousand seven hundred and sixty-five, and recorded in the Register of Taillies on the Tenth Day of *August* One thousand seven hundred and sixty-eight, and the Books of Session on the Twenty-third Day of *August* One thousand seven hundred and sixty-eight, in which said Deed of Entail was reserved to the Heirs of Tailzie respectively, when they should succeed and be infeft in the foresaid Estate, full Power and Liberty to grant Life Rent Infeftments to their Wives and Husbands, or the Wives or Husbands of the immediate or next Substitute or nearest apparent Heir in Succession, and that by way of Locality allenarly in lieu and place of Terce and Courtesy, and from which Terce and Courtesy the said Wives and Husbands of the Heirs of Tailzie were thereby barred and excluded in all Times coming, and which Life Rents respectively should not exceed a Third Part of the said Lands and Estates, so far as the same were free and unaffected for Time with former Life Rents and Real Debts, and after Deduction of the annual Rents of such Personal Debts as might affect the same (excluding always the Mansion Place of *Dumfries House*, Office, Honors, Yards, Orchards, and Dovecotes, and the whole Inclosures lying about the said Manor Place, *videlicet*, the Mains and Parks of *Leifnorris*, the Mains of *Terrinzean*, *Stockiehill*, *Jermantholin*, *Nestburn*, *Woodhead*, *Blackwood Hill*, *Humeston*, and that Part of *Penny-fadzioch Easter* which was disponed to him the said *William* Earl of *Dumfries* and *Stair* by *Newall* of *Deleagles*, and then inclosed, all lying in the Parish of *Cumnock*; the Lands of *Waterside* and *Pennyland*, with those Parts of the Lands of *Kirkland*, and the Lands of *Hill Hapland*, *Glenhead*, *Glenside*, and others, which were purchased by the said *William* Earl of *Dumfries* and *Stair* from *John Cochrane* of *Waterside* and his Trustees, and the Lands of *Snaids*, all lying in the Parishes of *Auchenleck*; and also any other Gardens or Inclosures that should be afterwards made or built by the said *William* Earl of *Dumfries* and *Stair* near to the House of *Dumfries House*, and within the Bounds of the foresaid particular Lands, all which Lands above mentioned were then inclosed with a Dyke,

Ditch, or Hedge, which were no ways to be given off in Life Rent to any of the said Wives or Husbands, nor to be brought in compute in estimating the Third Part of the said Lands, under the Pain of incurring the Irritancy therein mentioned, and that any Second or after Life Rent should only be granted to the Extent of One Third of the free Remainder Estate after discompting former Life Rents, as well as the annual Rents of all Debts, Real and Personal, affecting the same; but that all Life Rents granted by the said Heirs might increase proportionably according to the former Life Rents or Debts subsisting at the Time they were granted should happen thereafter to expire and be paid off; and also reciting that it was proposed and agreed that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* should enter into the Covenant therein-after contained to settle and assure, in the Manner therein-after mentioned, the said Estate, situate, lying, and being in the Isle of *Bute* aforesaid, called the *Bute* Estate, and of and in which the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* was seised of and entitled to an Estate of Inheritance in Fee Simple in Possession according to the Laws of *Scotland* as aforesaid, subject nevertheless to the several Charges and Incumbrances then affecting the same; and also that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* should enter into the Covenant therein-after contained to grant a Life Rent Infeftment to the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* of and in Part of the said Estate called the *Dumfries* Estate, in the said recited Deed of Entail of the Fourteenth Day of *December* One thousand seven hundred and sixty-five mentioned, the clear yearly Rents of the Estate to be comprised in which Grant should not exceed One Third Part of the free yearly Rent of the Whole of the said Estate (excepting as aforesaid), and the said Life Rent Infeftment to be as and for the Jointure or as and for Part of the Jointure of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*; it is by the said Indenture of Release witnessed, that in consequence of a Marriage then intended and which was shortly afterwards solemnized between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and for other the Considerations therein mentioned, the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* did grant, bargain, sell, release, and confirm unto the said Sir *Charles Stuart* and *John Kaye*, and to their Heirs and Assigns, all that the Hundred of *Flitt* alias *Flytt* in the County of *Bedford*; and all that the Manor or Lordship of *Luton*, with its Members, in the said County of *Bedford*; and also all those several other Manors or Lordships or reputed Manors or Lordships of *Luton Hoo*, *Dallow* otherwise *Dollow* otherwise *Dellowe*, *Hoo*, *Brache*, *David Ashby* otherwise *David D'Ashby*, *Hallford* alias *Lallford*, *Aynells* otherwise *West Hide*, *Aynell* otherwise *Aynells*, in the *Hallyard*, *Woodcroft*, *Bayliffs* otherwise *Bayleys*, and *Farley*, in the Counties of *Bedford* and *Hertford*, or One of them; and also all that Capital Messuage or Mansion House in the Parish of *Luton* aforesaid formerly called or known by the Name of *Luton Hoo* and then of *Luton Park*, or otherwise howsoever the said Capital Messuage or Mansion House then was or any Time theretofore had

had been called, known, or distinguished; and also all that inclosed Park in the Parish of *Luton* aforesaid called *Luton Park*, containing by Estimation Three hundred and sixty-five Acres, were the same more or less, Part whereof was then in the Possession of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and other Part thereof was let to and in the Tenure or Occupation of *William Yardley*; and also all that the Advowson, Donation, Right of Patronage and Presentation of, in, and to the Vicarage and Parish Church of *Luton* aforesaid, and all that Chapel adjoining to the Chancel of the Parish Church of *Luton* aforesaid; and all those Fairs and Markets holden and to be holden within the Town of *Luton* aforesaid, with the Tolls, Stallage, Pickage, and all other Profits and Perquisites thereof, or to the said Fairs and Markets belonging or appertaining; and all that free Fishery, and all that Swannery, or Right of keeping and preserving Swans in the River *Lea* within the Parish of *Luton* aforesaid, and all other Profits of the Rivers in the Parish of *Luton* aforesaid; and also all those Tithes or Tenths of Corn and Grain arising, growing, or renewing from and out of certain Lands lying and being within the Manor of *Farley*, and in *Bridge Field*, *Blackwater Field*, *Turner's Hill Field*, and *Bailey Field*, and at *Crawley Green*, in the Parish of *Luton* aforesaid; and also all those several Messuages, Cottages, Mills, Farms, Lands, Tenements, Woods, and other Hereditaments of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, situate, lying, and being within the Towns, Townships, Hamlets, Villages, Parishes, Precincts, or Territories of *Luton*, *Easthide*, *Westhide*, *Ashwell*, *Stopsley*, *Stoppleford*, *Leagrave*, *Limbury* otherwise *Limbury cum Biscot*, *Flitton*, *Chiltern* alias *Chilthorne*, *Wensdon*, *Blackwater*, *Saywell* otherwise *Seathwell*, *Wanden*, *Flamstead*, *Pepperstock* otherwise *Peppersell*, and *Tottenhoe*, *Farley*, *Caddington*, *Wethamstead*, *Harpenden*, and *King's Walden*, or any of them, or elsewhere in the Counties of *Bedford* and *Hertford* aforesaid, or either of them, which then were or lately were (together with certain Leasehold Tithes held under *Trinity College*, *Oxford*, and *Samuel Crawley* Esquire, but which were not intended to pass or be affected by the said Indenture of Release) let to or occupied by the several Persons named in the First Schedule thereunto annexed, as Tenants to the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, at and under the several yearly Rents in the same Schedule mentioned or specified; and likewise all and every other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Cottages, Mills, Farms, Lands, Tenements, Woods, Tithes, and other Hereditaments whatsoever (if any such there were), situate, lying, and being or arising within the said Counties of *Bedford* and *Hertford*, or either of them, whereof or whereto the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* was then seised or entitled at Law or in Equity for an Estate of Inheritance in Fee Simple in Possession, either under or by virtue of a certain Indenture of Bargain and Sale duly enrolled in His Majesty's Court of Common Pleas at *Westminster*, bearing Date on or about the Tenth Day of *February* One thousand eight hundred and fifteen, and made or mentioned to be made between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, by the Description therein contained, of the First Part, *Thomas Farrer* of *Lincoln's Inn Fields* in the County of

of *Middlesex*, Gentleman, of the Second Part; and *Thomas Atkinson*, of *Lincoln's Inn* aforesaid, Gentleman, of the Third Part; and of Two several Common Recoveries suffered in pursuance of an Agreement in that Behalf contained in the said Indenture of Bargain and Sale, or under or by virtue of the last Will and Testament of the aforesaid *John* late Marquis of *Bute* deceased, or otherwise howsoever; and also all those the Castles of *Cardiff*, *Caerphilly*, and *Lanblethian* otherwise *Saint Quintins*, in the County of *Glamorgan*, with the Lands, Grounds, and other Hereditaments thereto respectively belonging; and all those the several Manors or Lordships or reputed Manors or Lordships of *Spittle Cayry* otherwise *Spittle Keyry*, *Llanmaes*, *Bedford*, and *Malefont*, *Walterstone*, *Llantwitt*, *Rader* otherwise *Lantwitt*, *Rawley*, *Boverton* otherwise *Bovearton* otherwise *Bovearton Lantwitt*, *Rudry*, *Whitchurch*, *Senghenith Rooth* otherwise *Roath*, *Dogfield*, *Lecqueth* otherwise *Lequeth*, *Myskin*, *Pentyrch*, and *Clunn Glywrougthy*, *Comeston*, *Llanblethean*, *Ruthin*, *Listalybont* otherwise *Listalbont*, and *Ogmore*, in the said County of *Glamorgan*, and the Boroughs of *Cardiff*, *Llantrissent*, *Caerphilly*, and *Cowbridge* in the said County of *Glamorgan*; and also all that and those the Fair and Fishings of *Ogmore* in the said County of *Glamorgan*, and all that the Ward Silver, and yearly and annual Payment and Payments called or known by the Name of Ward Silver, to the Castle of *Cardiff* belonging or appertaining, amounting to the yearly Sum of Five Pounds Fifteen Shillings and Nine-pence, more or less; and also all those several Messuages, Cottages, Mills, Farms, Lands, Tenements, Wood, Tithes, Fisheries, and other Hereditaments of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, situate, lying, and being, or arising, renewing, or increasing within the Manors and Boroughs last mentioned, or any of them, or within the Towns, Townships, Hamlets, Villages, Parishes, Precincts, Territories, or Lordships of *Cardiff*, *Llistalybont*, *Roath*, *Dogfield*, *Llequeth*, *Llandough*, *Cogan*, *Comeston*, *Walterstone*, *Llanmaes*, *Bedford*, and *Mallefont*, *Llantwit*, *Llantwit Rawley*, *Llantwit Major*, *Llantwit Vaerdre*, *Boverton*, *Llanblethian*, *Ogmore*, *Ruthin*, *Llantrissent*, *Miskin*, *Pentrich*, and *Clunn Glywrouthy*, and *Senghenith*, or any of them, or elsewhere in the said County of *Glamorgan*, which were then or lately were let to or occupied by the several Persons named in the Second Schedule thereunto annexed, as Tenants to the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and under the several yearly Rents in the same Schedule mentioned or specified; and likewise all and singular other the Manors or Lordships, or reputed Manors or Lordships, Messuages, Cottages, Mills, Farms, Lands, Tenements, Woods, Rents, Tithes, Fisheries, and other Hereditaments whatsoever (if any such there were) situate, lying, and being or arising within the said County of *Glamorgan*, whereof or whereto the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* was then seised or entitled at Law or in Equity for an Estate of Inheritance in Fee Simple in Possession, either under or by virtue of a certain Indenture of Bargain and Sale duly enrolled in His Majesty's Court of Common Pleas at *Westminster*, bearing Date on or about the Tenth Day of *February* One thousand eight hundred and fifteen, and made or mentioned to be made between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, by the De-

scription therein contained, of the First Part, the said *Thomas Atkinson* of the Second Part, and *Henry Hollier* of *Adam's Down* in the County of *Glamorgan*, Esquire, of the Third Part, and of a Common Recovery suffered in pursuance of an Agreement in that Behalf contained in the same Indenture of Bargain and Sale, under or by virtue of the last Will and Testament of the aforesaid *John* late Marquis of *Bute* deceased, or otherwise howsoever, together with their and every of their Rights, Members, and Appurtenances, to hold the same unto the said Sir *Charles Stuart* and *John Kaye*, their Heirs and Assigns, to the several Uses, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoes, Limitations, Declarations, and Agreements therein-after limited, expressed, and declared of and concerning the same; (that is to say,) to the Use of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and his Heirs, until the said then intended Marriage between him and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* should be solemnized, and from and immediately after the Solemnization thereof to the Use of the said *Frederick William* Earl of *Bristol* and *Henry Lewis Hobart*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years thence next ensuing, upon the Trusts and subject to the Provisoes and Agreements therein-after expressed and declared of and concerning the same; and from and after the End, Expiration, or other sooner Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Sir *Charles Stuart* and *John Kaye*, and their Heirs, during the Life of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in Trust to support the contingent Remainders; with Remainder to the Use, Intent, and Purpose that the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* (in case she should survive the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*) and her Assigns might, from and after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, yearly have, receive, take, and enjoy, for and during the Term of her natural Life, the annual Sum or yearly Rent Charge of Two thousand Pounds to be yearly issuing and payable out of and charged and chargeable upon all and singular the said Hundred, Castles, Manors, or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before granted and released, or intended so to be, such yearly Rent Charge or annual Sum of Two thousand Pounds to be for and in part of the Jointure of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, but in lieu, full Bar, and Satisfaction of and for her Whole or Thirds at Common Law, or by or on account of Custom, Free Bench, or Widow's Part, which she could or might or otherwise might have or claim of, in, or out of all and every or any of the Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, and Hereditaments whereof or whereunto the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* then was, or at any Time or Times during the said then intended Coverture should be seised or entitled

titled for any Estate of Freehold or Copyhold of Inheritance, or to which such Dower or Free Bench was incident, to be paid to her on the Four most usual Feasts or Days of Payment of Rent in the Year, (that is to say,) on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, by even and equal Portions, free from Taxes, and without any Deduction whatsoever, the first quarterly Payment to begin and be made on such of the said Days as should next happen after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*; and to the further Use, Intent, and Purpose that the said *Francis North* and *William Dundas*, their Heirs and Assigns, in case the said *Maria North* Marchioness of *Bute* and Countess of *Dumfries* should survive the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, might, from and after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, yearly have, receive, and take, for and during the Term of the natural Life of the said Lady *Maria North*, One further annual Sum or yearly Rent Charge of Three thousand Pounds of lawful Money of *Great Britain*, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes, Declarations, and Agreements therein-after expressed or declared of and concerning the same, the said yearly Rent Charge or annual Sum of Three thousand Pounds to be yearly issuing and payable out of and charged and chargeable upon all and singular the Hundred, Castles, Manors, or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before granted and released, or intended so to be, and to be paid or payable to the said *Francis North* and *William Dundas*, their Heirs and Assigns, on the Four most usual Feasts or Days of Payment of Rent in the Year, (that is to say,) on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, by even and equal Portions, free from Taxes, and without any other Deduction whatsoever, the first quarterly Payment to begin and be made on such of the said Days as should first happen after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*; and it is by the said Indenture of Release declared and agreed that the said yearly Rent Charge or annual Sum of Three thousand Pounds therein-before limited to the said *Francis North* and *William Dundas*, their Heirs and Assigns as aforesaid, was so limited to and should be received by them, and that they should stand seised of and interested in the same, upon Trust that in case and when and as often as the clear yearly Rents of the Lands and Estate to be comprised in the Grant of the said Life Rent Enfeoffment therein-before agreed and therein-after covenanted to be made to the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, of and in Part of the said Lands and Estate called the *Dumfries* Estate, in the said recited Deed of Entail of the Fourteenth Day of *December* One thousand seven hundred and sixty five mentioned, and from Time to Time received by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Assigns, should not amount to the net annual Sum of Three thousand Pounds, over and above all Out-

goings,

goings, Reprizes, and Incumbrances, then and in every such Case, and from Time to Time as often as it should so happen, they the said *Francis North* and *William Dundas*, their Heirs and Assigns, should, by, with, and out of the said yearly Charge or annual Sum of Three thousand Pounds thereby limited in Use to them as aforesaid, or a competent Part thereof, levy, raise, and pay the full annual Sum of Three thousand Pounds, or such less annual Sum of Money as together with the Amount of the clear yearly Rents of the Lands and Estate to be comprised in the Grant of the said Life Rent Enfeoffment, and from Time to Time received by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Assigns as aforesaid, over and above all Outgoings, Reprizes, and Incumbrances which should from Time to Time amount to the full annual Sum of Three thousand Pounds, unto the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Assigns, together with all such Costs, Charges, and Expences as the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Assigns, should from Time to Time pay, sustain, or be put unto by reason or on account of the clear yearly Rents of the Lands and Estate to be comprised in the Grant of the said Life Rent Enfeoffment, and from Time to Time received by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* as aforesaid, over and above all Outgoings, Reprizes, and Incumbrances, not having amounted to the full annual Sum of Three thousand Pounds as aforesaid, and from and after full Payment and Satisfaction to the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* or her Assigns of the said annual Sum of Three thousand Pounds, or such less annual Sum of Money as aforesaid, as the Case might happen, and of all such Costs, Charges, and Expences as aforesaid, that they the said *Francis North* and *William Dundas*, their Heirs and Assigns, should stand and be seised of the Residue or Surplus (if any) of the said yearly Rent Charge or annual Sum of Three thousand Pounds therein-before limited in Use to them the said *Francis North* and *William Dundas*, their Heirs and Assigns as aforesaid, in Trust for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and other the Person or Persons who for the Time being should be entitled to the immediate Estate of Freehold of and in the said Hundred, Castles, Manors, or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released; and it is by the said Indenture of Release agreed and declared, that in the meantime and until the clear yearly Rents of the Lands and Estates to be comprised in the Grant of the said Life Rent Enfeoffment, and from Time to Time received by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Assigns as aforesaid, over and above all Outgoings, Reprizes, and Incumbrances as aforesaid, should amount to a less annual Sum than the full annual Sum of Three thousand Pounds as aforesaid, they the said *Francis North* and *William Dundas*, their Heirs and Assigns, should from Time to Time stand and be seised of the said yearly Rent Charge or annual Sum of Three thousand Pounds thereby limited in Use to them as aforesaid, in Trust for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and other

other the Person or Persons who for the Time being should be entitled to an immediate Estate of Freehold of and in the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tythes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, any thing therein-before contained to the contrary thereof in anywise notwithstanding; and as to all and singular the said Hundred, Castles, Manors, or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises thereby granted and released, or intended so to be, with the Appurtenances, from and after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, subject to and charged with the several yearly Rent Charges or annual Sums of Two thousand Pounds and Three thousand Pounds respectively, and also subject to the usual Powers of Distress, and of Entry and Perception of Rents and Profits, by the Indenture of Release now in recital limited in Use for better securing the Payment of the said yearly Rent Charges or annual Sums, to the Use of the said *Frederick William* Earl of *Bristol* and *Thomas Francis Kennedy*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of One thousand five hundred Years, to commence and be computed from the Day of the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and from thence next ensuing and fully to be complete and ended, without Impeachment of or for any Manner of Waste, upon the several Trusts and Purposes, and under and subject to the several Provisoes and Agreements therein-after expressed and declared of and concerning the same Term; and from and after the End, Expiration, or other sooner Determination of the said Term of One thousand five hundred Years, and in the meantime subject thereto and to the Trusts thereof, and charged and chargeable as aforesaid, to the Use of the First Son of the Body of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* on the Body of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* to be begotten, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* on the Body of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* to be begotten, successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, his Heirs and Assigns for ever; and as to, for, and concerning the said Term of Ninety-nine Years, thereinbefore limited in Use to the said *Frederick William* Earl of *Bristol* and *Henry Lewis Hobart*, their Executors, Administrators, and Assigns, as aforesaid, it was by the said Indenture of Release declared and agreed, that the same was so limited to them upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Agreements and Provisoes therein-after expressed and declared of and concerning the same; (that is to say,) upon Trust that they the said *Frederick William* Earl of *Bristol* and *Henry Lewis Hobart*, and the Survivor of them, and the Executors, Administrators, and

Assigns of such Survivor, should, during the joint Lives of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, by the Ways and Means therein mentioned, levy and raise the annual Sum of One thousand Pounds free and clear of and from all Taxes and Deductions whatsoever, and should pay, apply, and dispose of the same by quarterly Payments on the Days of Payment therein-before mentioned, by even and equal Portions, unto such Person or Persons and for such Intents and Purposes only as the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, by any Writing or Writings under her Hand, from Time to Time, notwithstanding her Coverture (but not by way of Anticipation), should direct or appoint; and in default of such Direction or Appointment should pay the said annual Sum of One thousand Pounds, or so much whereof she should make no such Direction or Appointment as aforesaid, into the proper Hands of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, for her sole and separate Use and Benefit, and not to be subject to the Debts, Contracts, Engagements, or Control of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*; and the Receipt or Receipts in Writing of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or of such Person or Persons as she should from Time to Time direct or appoint to receive all or any Part of the said annual Sum of One thousand Pounds, should from Time to Time, notwithstanding her said then intended Coverture, be good and effectual Receipts and Discharges for such Sums of Money as in such Receipts and Discharges should be respectively expressed to be received, the first quarterly Payment of the said annual Sum of One thousand Pounds to be made on such of the said Days of Payment as should first happen after the Solemnization of the said then intended Marriage; and upon further Trust that they the said *Frederick William* Earl of *Bristol* and *Henry Lewis Hobart*, their Executors, Administrators, and Assigns, should permit and suffer the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and his Assigns, to receive and take the Residue and Overplus of the said Rents, Issues, and Profits of the Premises, after Payment and Satisfaction of the said annual Sum of One thousand Pounds, and all Costs and Expences attending the Execution of the aforesaid Trusts, or in relation thereto, to and for his and their own Use and Benefit; and it is by the said Indenture of Release declared, that if at the Time of the Decease of either of them the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and the said Marchioness of *Bute* and Countess of *Dumfries*, or at any Time during their joint Lives, there should, through the wilful Neglect or Default of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or her Trustees, be more in arrear of the said annual Sum of One thousand Pounds than Two Years Payment thereof, then and in every such Case no further or other Sum should be raised to answer such Arrears than what should amount in the whole to Two Years Payment of the said annual Sum, and the Residue of the said Arrears should sink into the Freehold or Inheritance of the same Premises; and the said Trustees to whom the same Premises were so limited, their Executors, Administrators, and Assigns, should thenceforth be freed, exempted, and discharged

from the levying, raising, and Payment of such Residue of the said Arrears; and in the said Indenture of Release is contained a Proviso for Cesser of the said Term of Ninety-nine Years when the Trusts by the same Indenture declared thereof should have been fully performed; and as to the said Term of Fifteen hundred Years thereinbefore limited in Use to the said *Frederick William* Earl of *Bristol* and *Thomas Francis Kennedy*, their Executors, Administrators, and Assigns, as aforesaid, it was by the said Indenture of Release agreed and declared that the same was so limited to them upon certain Trusts therein particularly mentioned for better securing the Payment of the said yearly Rent Charges or annual Sums of Two thousand Pounds and Three thousand Pounds; and upon further Trust, that in case there should be One or more Child or Children of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, on the Body of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* to be begotten, other than or not being an eldest or only Son for the Time being entitled under the Limitations therein-before contained to the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, either in Possession or Remainder expectant upon the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, that they the said *Frederick William* Earl of *Bristol* and *Thomas Francis Kennedy*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, or in his Lifetime, with his Consent, to be signified as in the said Indenture of Release is mentioned, (but subject and without prejudice to the raising and paying the said several yearly Rent Charges or annual Sums of Two thousand Pounds and Three thousand Pounds respectively therein-before limited, and to the Remedies and Powers therein-before given and provided for securing the same respectively,) by the Ways or Means in the same Indenture mentioned, raise and levy, or borrow and take up at Interest, for the Portion or Portions of such Child or Children, other than or not being an eldest or only Son for the Time being entitled as aforesaid, the Sum or Sums of Money therein-after mentioned; (that is to say,) if there should be but One such Child, not being an eldest or only Son for the Time being entitled as aforesaid, the Sum of Thirty thousand Pounds, as or for his or her Portion, and to be paid and payable to and to become vested in such Child, were the same a younger Son or Daughter, at or upon such Age, Day, or Time as the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* should in manner therein mentioned direct or appoint; and in default of such Direction or Appointment to become vested in and to be paid to such Child on or at such Age, Day, or Time as therein mentioned; and if there should be Two such Children and no more, other than or not being an eldest or only Son for the Time being entitled as aforesaid, then the Sum of Forty thousand Pounds for their Portions; and if there should be Three such Children and no more, other than or not being an eldest or only Son for the Time being entitled as aforesaid, then the Sum of Sixty thousand Pounds for their Portions; and if there should be Four such Children and no more,

more, other than or not being an eldest or only Son for the Time being entitled as aforesaid, then the Sum of Eighty thousand Pounds for their Portions; and if there should be Five such Children and no more, other than or not being an eldest or only Son for the Time being entitled as aforesaid, then the Sum of Ninety thousand Pounds for their Portions; and if there should be Six or more such Children, other than or not being an eldest or only Son for the Time being entitled as aforesaid, then the Sum of One hundred thousand Pounds for their Portions; the said Sums of Forty thousand Pounds, Sixty thousand Pounds, Eighty thousand Pounds, Ninety thousand Pounds, or One hundred thousand Pounds, as the Case might happen, to go and be paid unto, between, or among such Children respectively, other than and except as aforesaid, or any One or more of them, entire, or in such Parts, Shares, and Proportions, and to vest in and be paid to such Child or Children respectively, at or upon such Ages, Days, or Times, and to be subject to such Charges, Provisoes, and Limitations, (such Charges and Limitations being for the Benefit of some or One of them,) and in such Manner and Form as the said *John Crichton* Marquis *Bute* and Earl of *Dumfries* should in manner therein mentioned direct or appoint; and in default of such Direction or Appointment, to be paid to and divided between or among such Children respectively on or at such Ages, Days, or Times, and with and under such Provisions for Survivorship or Accruer, as are therein mentioned; and in the said Indenture of Release are contained Powers or Provisoes for the Application of the Interest or annual Produce of the Portion or Portions to which any such Child or Children as aforesaid should be entitled in Expectancy, and for applying any Part (not exceeding One Fourth) of the expectant Portion or Portions of any such younger Son or Sons for or towards his or their Advancement in the World respectively; and in the said Indenture of Release is contained a Proviso for Cesser of the said Term of One thousand five hundred Years, when the Trusts thereby declared thereof should have been executed and performed or satisfied, or should have become unnecessary or incapable of taking effect; and in the said Indenture of Release is contained a Power for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in case he should survive the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, at any Time or Times during his natural Life, subject and without Prejudice to the said Term of One thousand five hundred Years therein-before limited as aforesaid, and to the Trusts declared thereof, or such of them as should be then existing and capable of being performed, in manner in the same Indenture mentioned, to settle, limit, devise, or appoint, to or for the Use of any Woman or Women for the Time being whom he should marry, and that either before or after Marriage with such Woman or Women respectively, for and during the Term of the natural Life or Lives of such Woman or Women respectively, for and in lieu, name, and stead of her or their Jointure or Jointures, and in bar of her or their Dower or Dowers, or for or in respect of Part of her or their Jointure or Jointures, any Annuity or yearly Rent Charge, not exceeding Two thousand Pounds a Year, free from all Deductions whatsoever, to be issuing out of and charged upon the said Hundred, Castles, Manors or Lordships, or reputed

puted Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or a competent Part thereof, with Powers of Entry and Distress and Perception of Rents and Profits, and a Term of Years, and other usual Provisions for effectually securing the same Rent Charge or Rent Charges respectively; and in the said Indenture of Release is contained a Power for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in case he should survive the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and should afterwards marry any other Woman or Women, and there should not be more than Three Children of the said then intended Marriage who should become entitled to Portions under or by virtue of the Trusts therein-before declared of the said Term of One thousand five hundred Years, after the Death of the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, (but subject nevertheless and without Prejudice as lastly therein-before mentioned, in manner in the same Indenture mentioned,) to grant, limit, devise, or appoint the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments and Premises therein-before mentioned to be thereby granted and released, or any Part or Parts thereof respectively, unto any Person or Persons, for any Term or Number of Years, to commence from the Death of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, upon Trust by the Ways and Means therein mentioned to raise and levy any Sum or Sums of Money, not exceeding the Sum of Forty thousand Pounds in the Whole, for the Portions and Portion of all and every or any Child and Children of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by any such after-taken Wife or Wives as aforesaid, and also such Maintenance from the Commencement of the same Term until such Portion or Portions should become payable, not exceeding the Interest of the said Portions after the Rate of Four Pounds for every One hundred Pounds for a Year, as to the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* should seem requisite, so as in every such Grant, Devise, Limitation, or Appointment there be contained a Proviso or Declaration for such Term to cease and be void, or to attend the Freehold and Inheritance of the Premises therein expressed, when the Sum or Sums of Money, Portion and Portions, so to be charged thereupon, should be paid, and the Trusts of the said Term should be fully satisfied and performed, or by any other Means discharged, or should become incapable of taking effect; and in the said Indenture of Release are contained certain Powers to grant Mining, Building, and other Leases, to be exercised during the Life of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and during the Minority of any Issue of the Body of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, who should by virtue of the Limitations therein-before contained be entitled to any immediate Estate of Inheritance of and in the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby granted and released, or any Part thereof; and in the

Indenture of Release now in recital are contained Powers for the said Sir *Charles Stuart* and *John Kaye*, and the Survivor of them, and the Heirs of such Survivor, at any Time or Times thereafter, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and *Maria* Marchioness of *Bute* and Countess of *Dumfries*, during their joint Lives, and in case the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* should depart this Life in the Lifetime of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, then, at the Request and by the Direction of him the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, during his Life, such Request and Direction to be testified by some Writing or Writings under the Hands and Seals of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and *Maria* Marchioness of *Bute* and Countess of *Dumfries*, or under the Hand and Seal of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in case he should be the Survivor of them, and to be attested by Two or more credible Witnesses, to make Sale, alien, and dispose of, or to convey in exchange for or in lieu of other Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments to be situated somewhere in that Part of *Great Britain* called *England*, or in *Wales*, all or any Part of the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises thereby granted and released, or intended so to be, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices in Money, or for such Equivalent or Recompence in Manors, Messuages, Farms, Lands, Tithes, Tenements, or Hereditaments, as to them the said Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or his Heirs, should seem reasonable, and for the Intents and Purposes aforesaid, or any of them, it should be lawful for the said Sir *Charles Stuart* and *John Kaye*, and the Survivor of them, and the Heirs of such Survivor, at such Request and by such Direction, and so testified as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them the said Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or the Heirs of such Survivor, sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements therein-before limited, expressed, declared, and contained of and concerning the Hereditaments so to be sold or exchanged, or any Part thereof, and by the same or any other Deed or Deeds, Writing or Writings, to be by them or him sealed and delivered and attested as aforesaid, to limit and appoint, direct and declare, such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments the Uses whereof should be so revoked as it should be thought necessary or expedient to limit, declare, or appoint, in order to effect such Sale, Exchange, or Disposition as aforesaid; and that upon any such Exchange as aforesaid it should be lawful for the said Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or the Heirs of such Survivor, to receive or take any Sum or Sums of Money by way of Equality of Exchange; and also, upon Payment of any Money to arise by Sale of the said Hereditaments,

or any Part thereof, or to be received or taken for or by way of Equality of Exchange, it should be lawful for the said Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or the Heirs of such Survivor, to give and sign Receipts for the Money for which the same should be so sold, or so to be paid for Equality of Exchange, which Receipts should be sufficient Discharges to the Person or Persons paying the same respectively for the Money for which the same should be so given, or for so much thereof as in such Receipts should be respectively acknowledged or expressed to be received, and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same as aforesaid, should not afterwards be obliged to see to the Application or be in anywise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof; and it was by the Indenture of Release now in recital declared, that when all or any Part or Parcel, or Parts or Parcels of the said Hereditaments thereby made saleable as aforesaid should be sold, in pursuance of those Presents, for a valuable Consideration in Money, and also when any Sum or Sums of Money should be received for Equality of Exchange in pursuance of the Power therein-before contained, then they the said Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or the Heirs of such Survivor, should with all convenient Speed, with the Consent of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and *Maria* Marchioness of *Bute* and Countess of *Dumfries*, during their joint Lives, or if the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* should survive the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, then with the Consent of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, during his Life, to be testified in Writing under their or his Hand or Hands, and after the Decease of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, then with the Consent in Writing of the Person or Persons who would under or by virtue of the Limitations therein-before contained or to be contained or referred to in the Settlement or Conveyance next therein-after directed, or any of them, be for the Time being in the actual Possession or Receipt of the Rents and Profits of the Hereditaments to be purchased as therein-after mentioned or directed in case the same were then actually purchased, if such Person or Persons be of full Age, but if not, then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, lay out and invest all and every the Sum and Sums of Money which should arise by such Sale or Sales, and be paid for Equality of Exchange as aforesaid, in the Purchase of other Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments, in Possession, to be situate, being, or arising somewhere in that Part of *Great Britain* called *England*, or in *Wales*, of a clear and indefeasible Estate of Inheritance in Fee Simple (whereof any Part not exceeding One Fourth Part in One Purchase might, if the Parties interested thought fit, be Copyhold of Inheritance), and as well the said Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments so to be purchased, as all and every the Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments so to be received

received in Exchange as aforesaid, should thereafter forthwith be settled, conveyed, and assured to, for, and upon such Uses, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Conditions, and Agreements as were thereby limited, expressed, declared, and contained of and concerning the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises thereby granted and released, or intended so to be, or as near thereto as the Deaths of Parties and other Contingencies, or the Circumstances, would then permit; and it was by the Indenture of Release now in recital further agreed and declared, that in the meantime and until the Money to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, should be laid out and invested in a Purchase or Purchases in the Manner therein-before mentioned, it should be lawful for the said Sir *Charles Stuart* and *John Kaye*, and the Survivor of them, and the Heirs of such Survivor, by and with such Consent and Approbation as aforesaid (testified as aforesaid), from Time to Time to place out and invest such Sum or Sums of Money in the Public Stocks or Funds, or at Interest upon Government or Real Securities, and from Time to Time (with such Consent, testified as aforesaid,) to alter, vary, sell, transfer, and dispose of such Stocks, Funds, or Securities, and again to lay out and invest the Money arising by such Sale or Disposition upon new or other Stocks or Funds, or at Interest upon Government or Real Securities of the like Nature, as often as they or he should think proper, and the Interest, Dividends, and annual Produce arising from such Stocks, Funds, or Securities should from Time to Time go and be paid to such Person or Persons, and be applied to such Uses, Intents, and Purposes, and in such Manner as the Rents and Profits of the Manors, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments to be purchased therewith would go and be payable or applicable in case such Purchase or Purchases were actually made; and it is by the said Indenture of Release further witnessed, that for the Considerations aforesaid the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, for himself, his Heirs, Executors, and Administrators, did thereby covenant, promise, and grant, with and to the said Sir *Charles Stuart* and *John Kaye*, their Heirs and Assigns, that in case the said then intended Marriage should be had and solemnized the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, or his Heirs, would, within the Space of Twelve Calendar Months next after the Solemnization thereof, at his or their own Cost and Charge, by a proper and effectual Deed of Settlement, to be made, executed, and perfected according to the Forms of Law used in *Scotland*, settle and assure all his said Real Estate and Hereditaments situate, lying, and being in the Isle of *Bute* in *Scotland* aforesaid, and called or known by the general Name or Description of the *Bute* Estate, in favour of himself the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and the Heirs Male of the said then intended Marriage, but subject nevertheless to all Charges and Incumbrances made thereon by the late Marquis of *Bute*, the Grandfather of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, it being agreed, understood, and admitted, that

that the said last mentioned Estates and Hereditaments should, on Failure of Issue of the said then intended Marriage, revert to the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, to be held by him in the same Manner as if the said last mentioned Covenant had never been entered into; and it is by the said Indenture of Release further witnessed, that for the Considerations aforesaid the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, for himself, his Heirs, Executors, and Administrators, did thereby further covenant, promise, and agree with and to the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and the said Sir *Charles Stuart* and *John Kaye*, their Heirs and Assigns, that in case the said then intended Marriage should be solemnized the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* would, as soon after the Solemnization thereof as conveniently might be, in pursuance and exercise of the Power enabling him in that Behalf, in such Manner as in the said therein-before recited Deed of Entail of the Fourteenth Day of *December* One thousand seven hundred and sixty-five was mentioned, by a proper and effectual Deed or Instrument, to be made, executed, and perfected according to the Forms of Law used in *Scotland*, well and effectually grant a Life Rent Infeoffment to the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, in lieu and place of Terce and Dower, by way of Locality allenarly of and in such Parts of the said Lands and Estate called the *Dumfries* Estate, in the said Deed of Entail mentioned, as yielded One Third of the yearly Rent of the whole of the said entailed Estate, excepting those Parts thereof which the Heirs of Entail were restrained from including in Grants of Locality, subject to the public and parochial Burdens and other Outgoings to which the Third Part so to be granted was or might be liable; and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, for herself, her Heirs, Executors, and Administrators, did thereby covenant, promise, and agree with and to the said Sir *Charles Stuart* and *John Kaye*, their Heirs and Assigns, that in case the said intended Marriage should take effect, and she should survive the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and should in that Event become entitled in Life Rent to the Possession of the said Lands and Estate so to be granted as last mentioned, she the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* would, at the Request, Costs, and Charges of the Heir of Tailzie for the Time being of the said Lands and Estate under the said Deed of Entail, from Time to Time demise or lease, according to the Forms of Law used in *Scotland*, the said Lands and Estate so to be granted to her as aforesaid, to such Heir of Tailzie for the Time being, and the succeeding Heirs of Tailzie, excluding their Assigns, and that for the Term of her Life and the Subsistence of her Right of Locality, but at and under the clear yearly Rent of Three thousand Pounds, to be paid to her free from all Charges, Outgoings, and Deductions whatsoever, it being the Intention of the Parties that the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, in case of her surviving the said Marquis her Husband, should never receive out of the said Estate of *Dumfries*, or by virtue of her Right of Locality, more than Three thousand Pounds *per Annum*, in case the said Sum was regularly paid her by the Person for the Time entitled to the said entailed Estate,

but that her Security should remain entire, to be operative in case of Default made in Payment of the said yearly Sum; provided nevertheless, that she should be obliged and she thereby obliged herself to renew the Lease in case of its being vacated by Default in Payment of the Rent reserved or otherwise, on receiving Payment of all Arrears of the said Sum of Three thousand Pounds *per Annum*, with Interest from the Time it should have been paid till actual Payment, and of all Charges incurred in recovering the Possession of the Locality Lands; and it is by the said Indenture of Release agreed and declared, that in case any of the said Trustees thereby nominated or appointed, or any future Trustee or Trustees, should happen to die, or be desirous to be discharged from the Trusts and Powers thereby declared and created, and in them or any of them reposed, at any Time before the same Trusts and Powers respectively should be fully performed or otherwise determined, then and in every such Case it should be lawful, as to the said Trustees respectively of the Third Part, for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, by Writing under his Hand and Seal, from Time to Time to nominate and appoint any other Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place or Stead of the said then present Trustees, or such future succeeding Trustee or Trustees as should happen to die or be desirous to be discharged from the Trusts and Powers aforesaid, and that when and so often as any new Trustee or Trustees should be nominated and appointed respectively as aforesaid, the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before expressed to be thereby granted and released, and every of them, and every Part thereof respectively, or so much or such Parts thereof as should then be vested in such Trustee or Trustees so dying or desiring to be discharged, or his or their Heirs, Executors, or Administrators, should be thereupon, with all convenient Speed, limited and appointed, released and conveyed, by the aforesaid Sir *Charles Stuart* and *John Kaye*, or the Survivor of them, or his Heirs, or the Trustee or Trustees substituted in his or their Place (and they and he were and was thereby invested with full Power and Authority in that Behalf), so and in such Manner that the same Hereditaments and Premises might be legally vested in the surviving or continuing former Trustee or Trustees and in such new Trustee or Trustees, or in such new Trustee alone, (as the Case might be,) so far as the same were then vested in the Trustees therein named respectively, and their respective Heirs, Executors, Administrators, and Assigns, to the same Uses, upon the same Trusts, and to and for the same Intents and Purposes, and under and subject to the same Powers and Provisoes, Declarations and Agreements, as were therein-before limited, expressed, and declared of and concerning the same respectively, and which should be then subsisting undetermined and capable of taking effect; and that every such new Trustee or Trustees, and his or their respective Heirs, Executors, Administrators, and Assigns, should and might in all things act in the Management and Execution of the Trusts and Powers aforesaid, or any of them, as fully and effectually to all Intents and Purposes, and

should be and be considered as vested with such and the same Powers and Authorities, as if he or they had been originally thereby nominated and appointed a Trustee or Trustees for the Purposes aforesaid, any thing therein-before contained to the contrary thereof in anywise notwithstanding: And whereas by an Indenture of Release bearing Date the Eighth Day of *February* One thousand eight hundred and twenty-five, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Seventh Day of the same Month, the Release being made or expressed to be made between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* of the First Part, the said Sir *Charles Stuart* and the said *John Kaye*, then Lord Bishop of *Bristol*, of the Second Part, *Edward Cromwell Disbrowe* Esquire of the Third Part, and *Onesiphorus Tyndall* Esquire of the Fourth Part, after reciting (among other Things) that the said Sir *Charles Stuart* was desirous to be discharged from the Trusts and Powers by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen declared and created and in him reposed, it is witnessed, that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in pursuance and by force and virtue and in exercise and execution of the Power or Authority, Powers or Authorities to him for that Purpose given, limited, and reserved in and by or by virtue of the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the Indenture of Release of the Fourth Day of *March* One thousand eight hundred and twenty-three, therein recited, and herein-after more particularly referred to, and of all and every or any other Power or Powers, Authority or Authorities, to him for that Purpose given, limited, or reserved, in him vested, or in anywise enabling him in that Behalf, did nominate, substitute, and appoint the said *Edward Cromwell Disbrowe* to be a Trustee of all and singular the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments therein-after mentioned to be thereby released, in the Place or Stead of the said Sir *Charles Stuart*, upon and for the same Trusts, Intents, and Purposes as were in and by the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indenture of the Fourth Day of *March* One thousand eight hundred and twenty-three, respectively mentioned, declared, or referred to of and concerning the same Hereditaments, or such of them as were still subsisting or capable of taking effect; and it is by the Indenture of Release now in recital further witnessed, that the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* (testified as therein mentioned), and also the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in pursuance and by force and virtue and in exercise and execution of the Power or Powers, Authority or Authorities, to them or any of them for that Purpose given, limited, or reserved in and by or by virtue of the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and by the said Indenture of the Fourth Day of *March* One thousand eight hundred and

and twenty-three respectively, and of all and every or any other Power or Powers, Authority or Authorities to them or any of them for that Purpose given, limited, or reserved in them or any of them in that Behalf, did revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, Declarations, and Agreements in and by the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen and the said Indenture of the Fourth Day of *March* One thousand eight hundred and twenty-three respectively limited, expressed, declared, and contained or referred to of and concerning the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments therein-after mentioned to be thereby released, or any of them, or any Part or Parcel thereof, and did direct, limit, and appoint the same several Hereditaments and Premises unto and to the Use of the said *Onesiphorus Tyndall*, his Heirs and Assigns for ever, nevertheless upon the Trusts therein-after mentioned; and it is by the Indenture of Release now in recital further witnessed, that for a nominal Consideration, and in further pursuance, exercise, and execution, and by force and virtue of the Power or Powers, Authority or Authorities aforesaid, the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, testified as aforesaid, did bargain, sell, and release, and the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* did grant, bargain, sell, release, and confirm unto the said *Onesiphorus Tyndall*, and to his Heirs and Assigns, the said Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises comprised in and granted and released by the herein-before recited Indenture of the Fourteenth Day of *July* One thousand eight hundred and eighteen, except certain Pieces of Land situate in the said County of *Bedford*, containing altogether Twenty-four Acres Two Roods Nine Poles, in the Indenture of Release now in recital mentioned to have been by certain Indentures of Lease and Release dated respectively the Third and Fourth Days of *March* One thousand eight hundred and twenty-three conveyed in exchange for certain other Pieces of Land situate in the said County, and containing the same Quantity of Land, and also (by way of Conveyance and not of Exception) the said Pieces of Land so received in exchange as aforesaid, with their Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said *Onesiphorus Tyndall*, his Heirs and Assigns for ever, upon Trust nevertheless, and to the End, Intent, and Purpose, that he the said *Onesiphorus Tyndall*, his Heirs and Assigns, should forthwith legally and effectually convey and assure all and singular the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises therein-before mentioned to be thereby released as aforesaid, with their and every of their Rights, Members, and Appurtenances, and all the Estate, Right, Title, Interest, Claim, and Demand of him the said *Onesiphorus Tyndall* of, in, and to the

the same and every Part thereof, unto the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements upon, to, and for, and with, under, and subject to which the same Hundred, Castles, Manors, and other Hereditaments and Premises would then have been settled, subject, and liable under and by virtue of the said herein-before recited Indentures of Lease and Release of the Fourteenth and Fifteenth Days of *July* One thousand eight hundred and eighteen, and said Indentures of the Third and Fourth Days of *March* One thousand eight hundred and twenty-three, if in the same Indentures respectively the Names of the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe* had been respectively inserted instead and in lieu of the Names of the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and the Estates, Trusts, Powers, and Authorities by the same Indentures, or any of them vested in or given to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively, had been thereby vested in or given to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, and the Survivor of them, and the Heirs, Executors, Administrators and Assigns of such Survivor respectively: And whereas by an Indenture of Release bearing Date the Fifth Day of *March* One thousand eight hundred and twenty-five, and grounded on a Lease for a Year made by Indenture of Bargain and Sale bearing Date the Fourth Day of the same Month, the Release being made or expressed to be made between the said *Onesiphorus Tyndall* of the one Part, and the said John Lord Bishop of Bristol and *Edward Cromwell Disbrowe* of the other Part, it is witnessed, that in pursuance and performance of the Trusts reposed in the said *Onesiphorus Tyndall* in and by the herein-before recited Indenture of the Eighth Day of *February* One thousand eight hundred and twenty-five, and for a nominal Consideration, the said *Onesiphorus Tyndall* did bargain, sell, and release unto the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, and to their Heirs and Assigns, all and singular the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments which by the said herein-before recited Indentures of Lease and Release of the Seventh and Eighth Days of *February* One thousand eight hundred and twenty-five were conveyed and assured by the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol* unto and to the Use of the said *Onesiphorus Tyndall*, his Heirs and Assigns for ever, or expressed or intended so to be, with their and every of their Rights, Members, and Appurtenances, to hold the same unto the said *John* Lord Bishop of *Bristol* and *Edward Cromwell*

Cromwell Disbrowe, their Heirs and Assigns, nevertheless to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements upon, to, for, and with, under, and subject to which the same Hundred, Castles, Manors, and other Hereditaments and Premises would have been settled, subject, and liable under or by virtue of the herein-before recited Indentures of the Fourteenth and Fifteenth Days of *July* One thousand eight hundred and eighteen, and the said Indentures of the Third and Fourth Days of *March* One thousand eight hundred and twenty-three respectively, if in the same Indentures respectively the Names of the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe* had been respectively inserted instead and in lieu of the Names of the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol* respectively, and the Estates, Trusts, Powers, and Authorities by the same Indentures or any of them vested in or given to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, or their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively, had been thereby vested in or given to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe* and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively: And whereas by an Indenture of Release bearing Date the Second Day of *December* One thousand eight hundred and twenty-six, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the First Day of the same Month, the Release being made or expressed to be made between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* of the First Part, the said *John* Lord Bishop of *Bristol* and the said *Edward Cromwell Disbrowe*, therein stated to be then attached to the *British* Embassy to the Court of *Russia*, and residing at *Saint Petersburg*, of the Second Part, *William Stuart* Esquire of the Third Part, and *Thomas Farrer* Esquire of the Fourth Part, after reciting, among other things, that in consequence of the Absence of the said *Edward Cromwell Disbrowe* from *England* it had been agreed that he should be discharged from the Trusts and Powers by the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indentures of the Fourth Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *February* One thousand eight hundred and twenty-five, and the Fifth Day of *March* One thousand eight hundred and twenty-five respectively, declared and created and in him reposed, it is witnessed that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in pursuance and by force and virtue, and in exercise and execution of the Power or Authority, Powers or Authorities to him for that Purpose given, limited, or reserved in and by the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indentures of the Fourth Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *February* One thousand

eight hundred and twenty-five, and the Fifth Day of *March* One thousand eight hundred and twenty-five respectively, and of all and every or any other Power or Powers, Authority or Authorities to him for that Purpose given, limited, or reserved, in him vested or in anywise enabling him in that Behalf, did nominate, substitute, and appoint the said *William Stuart* to be a Trustee of all and singular the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments therein-after mentioned to be thereby released, and also of certain Sums of Money, making together the Sum of Fourteen thousand seven hundred and ninety Pounds, in the Indenture of Release now in recital stated to have been produced by Sale of certain Parts of the Hereditaments comprised in and granted and released by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the Interest due and to grow due for the same Sums respectively, in the Place or Stead of the said *Edward Cromwell Disbrowe*, upon and for the same Trusts, Intents, and Purposes as were in and by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indentures of the Fourth Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *February* One thousand eight hundred and twenty-five, and the Fifth Day of *March* One thousand eight hundred and twenty-five, respectively mentioned or declared of and concerning the same Hereditaments and Monies, or such of the same Trusts, Intents, and Purposes as were still subsisting or capable of taking effect; and it is by the Indenture of Release now in recital also witnessed, that the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, testified as therein mentioned, and also the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in pursuance and by force and virtue and in exercise and execution of the Power or Powers, Authority or Authorities to them or any of them for that Purpose given, limited, or reserved, in and by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indentures of the Fourth Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *February* One thousand eight hundred and twenty-five, and the Fifth Day of *March* One thousand eight hundred and twenty-five respectively, and of all and every other Power or Powers, Authority or Authorities to them or any of them for that Purpose given, limited, or reserved, in them or any of them vested, or in anywise enabling them or any of them in that Behalf, did revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, Declarations, and Agreements in and by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen, and the said Indentures of the Fourth Day of *March* One thousand eight hundred and twenty-three, the Eighth Day of *February* One thousand eight hundred and twenty-five, and the Fifth Day of *March* One thousand eight hundred and twenty-five respectively limited, expressed, declared,

declared, and contained or referred to of and concerning the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments therein-after mentioned to be thereby released, or any of them, or any Part or Parcel thereof respectively, and did direct, limit, and appoint the same several Hereditaments and Premises respectively unto and to the Use of the said *Thomas Farrer*, his Heirs and Assigns for ever, nevertheless upon the Trusts therein-after mentioned; and it is by the Indenture of Release now in recital also witnessed, that for a nominal Consideration, and in further pursuance, exercise, and execution, and by force and virtue of the Power or Powers, Authority or Authorities aforesaid, they the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, testified as aforesaid, did bargain, sell, and release, and the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* did grant, bargain, sell, release, and confirm, unto the said *Thomas Farrer* and to his Heirs and Assigns, the said Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and Premises comprised in and granted and released by the herein-before recited Indenture of Release of the Fifteenth Day of *July* One thousand eight hundred and eighteen, except the said Pieces of Land so conveyed in Exchange as aforesaid, and the said Hereditaments so sold as aforesaid, and also, by way of Conveyance and not of Exception, the said Pieces of Land so received in Exchange as aforesaid, with their Rights, Members, and Appurtenances, to hold the same unto and to the Use of the said *Thomas Farrer*, his Heirs and Assigns for ever, nevertheless upon the Trusts therein-after expressed and declared of and concerning the same; and it is by the Indenture of Release now in recital agreed and declared, that the said *Thomas Farrer*, his Heirs, Executors, Administrators, and Assigns respectively, should stand and be seised and possessed of and interested in all and singular the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, and other the Premises therein-before released, with their Rights, Members, and Appurtenances, upon the Trusts therein-after expressed and declared of and concerning the same, (that is to say,) upon Trust, and to the End, Intent, and Purpose, that he the said *Thomas Farrer*, his Heirs, Executors, Administrators, or Assigns respectively, should forthwith legally and effectually convey, assign, and assure all and singular the said Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, Hereditaments, Sums of Money, Interest, and Premises therein-before respectively mentioned to be thereby released as aforesaid, with their and every of their Rights, Members, and Appurtenances, and all the Estate, Right, Title, Interest, Claim, and Demand of him the said *Thomas Farrer* of, in, and to the same respectively and every Part thereof, unto the said *John* Lord Bishop of *Bristol* and *William Stuart*, their Heirs, Executors, Administrators,

trators, and Assigns respectively, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements upon, to, for, and with, under, and subject to which the same Hundred, Castles, Manors, and other Hereditaments and Premises would then have been settled, subject, and liable under and by virtue of the herein-before recited Indentures of Lease and Release of the Fourteenth and Fifteenth Days of *July* One thousand eight hundred and eighteen, and the said Indentures of the Third and Fourth Days of *March* One thousand eight hundred and twenty-three, the Seventh and Eighth Days of *February* One thousand eight hundred and twenty-five, and the Fourth and Fifth Days of *March* One thousand eight hundred and twenty-five respectively, if in the same Indentures respectively, the Names of the said *John* Lord Bishop of *Bristol* and *William Stuart* had been respectively inserted instead and in lieu of the Names of the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and instead and in lieu of the Names of the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe* respectively, and the Estates, Trusts, Powers, and Authorities by the same Indentures, or any of them vested in or given to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol* and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively, or in or to the said *John* Lord Bishop of *Bristol*, and *Edward Cromwell Disbrowe*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Snrvivor respectively, had been thereby respectively vested in or given to the said *John* Lord Bishop of *Bristol* and *William Stuart*, their Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol*, and *William Stuart*, or the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively: And whereas by an Indenture of Release bearing Date the Fifth Day of *December* One thousand eight hundred and twenty-six, and grounded on a Lease for a Year made by an Indenture of Bargain and Sale bearing Date the Fourth Day of the same Month, the Release being made or expressed to be made between the said *Thomas Farrer* of the one Part, and the said *John* Lord Bishop of *Bristol* and *William Stuart* of the other Part, it is witnessed, that in pursuance and part performance of the Trusts reposed in the said *Thomas Farrer* by the herein-before recited Indenture of the Second Day of *December* One thousand eight hundred and twenty-six, and for a nominal Consideration, the said *Thomas Farrer* did bargain, sell, and release unto the said *John* Lord Bishop of *Bristol*, and *William Stuart*, and to their Heirs, all and singular the Hundred, Castles, Manors or Lordships, or reputed Manors or Lordships, Advowson, Capital and other Messuages, Park, Farms, Lands, Tithes, Tenements, and Hereditaments in the herein-before recited Indenture of Release of the Second Day of *December* One thousand eight hundred and twenty-six described, mentioned,

mentioned, or referred to, and thereby appointed and released unto and to the Use of the said *Thomas Farrer*, his Heirs and Assigns for ever, or mentioned or intended so to be, with their and every of their Rights, Members, and Appurtenances, to hold the same unto the said *John* Lord Bishop of *Bristol* and *William Stuart*, their Heirs and Assigns for ever, nevertheless to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements upon, to, for, and with, under, and subject to which the same Hundred, Castles, Manors, and other Hereditaments, Sums of Money and Interest, and Premises respectively, would then have been settled, subject, and liable under or by virtue of the herein-before recited Indentures of Lease and Release bearing Date respectively the Fourteenth and Fifteenth Days of *July* One thousand eight hundred and eighteen, and the said Indentures of the Third and Fourth Days of *March* One thousand eight hundred and twenty-three, the Seventh and Eighth Days of *February* One thousand eight hundred and twenty-five, and the Fourth and Fifth Days of *March* One thousand eight hundred and twenty-five respectively, if in the same Indentures the Names of the said *John* Lord Bishop of *Bristol* and *William Stuart* had been respectively inserted instead and in lieu of the Names of the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and instead and in lieu of the Names of the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe* respectively, and the Estates, Trusts, Powers, and Authorities by the same Indentures vested in or given to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said Sir *Charles Stuart* and *John* Lord Bishop of *Bristol*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively, or in or to the said *John* Lord Bishop of *Bristol* and *Edward Cromwell Disbrowe*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively, had been thereby respectively vested in or given to the said *John* Lord Bishop of *Bristol* and *William Stuart*, their Heirs, Executors, Administrators, and Assigns respectively, or in or to the said *John* Lord Bishop of *Bristol* and *William Stuart* and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor respectively: And whereas there has not been any Issue of the said Marriage between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*: And whereas an Act was passed in the Seventh and Eighth Years of the Reign of His Majesty King *George* the Fourth, intituled *An Act for vesting in Fee Simple in* John Crichton *Marquis of* Bute *and Earl of* Dumfries, *and his Heirs and Assigns, certain Parts of the entailed Estate of the late* William *Earl of* Dumfries *and* Stair, *situated in the County of* Wigton, *upon entailing certain other Lands belonging to him, situated in the County of* Ayr, *in lieu of the Lands so to be vested*, whereby, upon the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* executing a Deed of

7 & 8 G. 4. c. 25.

Entail of the Fee Simple Lands mentioned in the said Act, and recording the said Entail, and being infeft in the said Lands in the Manner by the said Act prescribed, the Lands and Barony of *Mochrum*, the Barony of *Slewdonald*, and the Barony of *Lochronald*, contained in the First Schedule to this Act annexed, were vested in the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, his Heirs and Assigns, or in the Person who should under the Authority of the said Act apply to the Court of Session and obtain their Declaration and Authority as therein mentioned, and his or her Heirs or Assigns, in Fee Simple; and the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* stands possessed and seised in Fee Simple of and in the Property or *Dominium utile* of certain Lands situate in the Sheriffdoms of *Ayr* and *Bute* in *Scotland*, also comprised in the First Schedule to this Act annexed: And whereas the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* is desirous of exchanging the said Lands comprised in the said First Schedule to this Act annexed for the Manors or Lordships or reputed Manors or Lordships and other Hereditaments comprised in the Second Schedule to this Act annexed, being Part of the Hereditaments comprised in the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen: And whereas the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* is desirous that the Trustee or Trustees for the Time being of the said Power of Sale contained in the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen should be authorized (by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*) to lay out and invest all or any Part or Parts of any Sum or Sums of Money which may have arisen from the Sale of all or any Part or Parts of the Manors or Lordships or reputed Manors or Lordships and other Hereditaments comprised in the Third Schedule to this Act (being other Part of the Hereditaments comprised in the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen), under the said Power of Sale, in the Purchase of Lands in *Scotland* convenient to be held with the said *Bute* Estate or the said *Dumfries* Estate, or the said Lands comprised in the said First Schedule to this Act annexed to be settled on the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* in Life Rent and after his Death, upon the Issue Male of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, whom failing, to revert to the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, his Heirs and Assignees whomsoever, in Fee, but subject to the Payment of the Portions provided for the younger Children of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, as herein-before is mentioned, and the Interest thereof: And whereas it would be greatly for the Benefit of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and of any Son or Sons of the said Marriage between the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and the said *Maria* Marchioness of *Bute* and Countess of *Dumfries* his Wife, and his and their respective Issue Male, if the several Purposes herein-before mentioned were effected;

effected: And whereas the said several Purposes cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most loyal and dutiful Subject the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* does humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, at any Time after the passing of this Act, to apply summarily by Petition to the Court of Session in *Scotland*, in either Division thereof, and, after clearly satisfying the said Court that the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* has, under the said recited Act, executed the Entail of the said Fee Simple Lands therein described, and that the said Baronies of *Mochrum*, *Slewdonald*, and *Lochronald*, therein and in the said First Schedule hereunto annexed described, are fully and completely vested in the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in Fee Simple, by and with the Direction and Approbation of the said Court, to make, grant, and execute a Disposition and Settlement or Dispositions and Settlements of the Lands and Estates comprised in the said First Schedule to this Act, containing Procuratories, Resignations, and Precepts of Sasine, and all other Clauses usual and necessary, which Disposition and Settlement, or Dispositions and Settlements, shall be made in the Form and Manner which shall appear to the Judges of the said Court most proper for effectually settling and securing the same Lands and Estates, free of all Debts and Incumbrances and Grounds of Eviction whatsoever, upon the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* in Life Rent, for his Life Rent Use, allenarly, and upon the Issue Male of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, whom failing, upon the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and his Heirs and Assignees whomsoever, in Fee, but subject to the Payment of the Portions provided for the younger Children of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, as herein-before is mentioned, and the Interest thereof, according to the Destination contained in the said recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen; and which Disposition and Settlement and Dispositions and Settlements shall contain a Provision and Declaration whereby it shall be provided and declared, that during the Life of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* it shall be lawful for the eldest Son of the said Marriage, being of full Age, with the Concurrence of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, to alienate and dispone the Lands and Estates to be settled and secured as aforesaid, either onerously or gratuitously, at pleasure, and that it shall in like Manner be lawful for such eldest Son, during the Life of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, and without his Concurrence, to alienate and dispone such Lands and Estates, either onerously or gratuitously, and all Right, Title, and Interest therein which he or his Heirs Male

The Marquis of Bute, with the Approbation of the Court of Session, may execute a Settlement of the Lands comprised in the First Schedule.

Male have or might have or pretend thereto, for and during his own Life and the Life and Lives of the Heir or Heirs Male of his Body, but no further or otherwise.

After the said Settlement has been duly executed, Court may declare that the Directions of this Act has been complied with;

II. And be it further enacted, That after the said Disposition and Settlement or Dispositions and Settlements shall be so made, granted, and executed in manner and to the Effect aforesaid, a Charter or Charters shall pass and be obtained thereupon, and Infeftment or Infeftments shall be taken by virtue of the Precept or Precepts of Sasine therein contained, and shall be recorded agreeably to the Form and Practice of the Law of *Scotland*, upon all which the said Court shall interpone its Authority by declaring that the Directions of this Act given for settling the Lands and Estates comprised in the said First Schedule to this Act have been complied with according to the true Intent and Meaning of this Act.

upon which the Manors, &c., in the Second Schedule shall vest in the Marquis of Bute.

III. And be it further enacted, That from and immediately after the making, granting, and executing the aforesaid Disposition and Settlement or Dispositions and Settlements, passing of the Charter or Charters, and the taking and recording the Infeftment or Infeftments of the said Lands and Estates comprised in the said First Schedule to this Act, and the Authority of the said Court being interponed thereto in manner before mentioned, the Manors or Lordships or reputed Manors or Lordships and other Hereditaments comprised in the said Second Schedule hereunder written or hereunto annexed, with their Rights, Members, and Appurtenances, shall be and the same are hereby from thenceforth absolutely settled upon and vested in the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, his Heirs and Assigns, freed and absolutely acquitted, released, exonerated, and discharged of and from all the Uses, Trusts, Powers, Provisoes, Charges, Limitations, Agreements, and Declarations limited, expressed, declared, and contained of and concerning the same in and by the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen.

The Trustees under the Power of Sale contained in the Indenture of 15th July 1818, may invest the Monies arising thereby in the Purchase of Lands and Estates to be settled upon the Marquis of Bute.

IV. And be it further enacted, That it shall be lawful for the said *John* Lord Bishop of *Bristol*, now *John* Lord Bishop of *Lincoln*, and *William Stuart*, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of the said Power of Sale contained in the herein-before recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, at the Request and by the Direction of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, to lay out and invest all or any Part or Parts of any Sum or Sums of Money which shall have arisen from any Sale or Sales which shall have been made of all or any Part or Parts of the said Manors or Lordships or reputed Manors or Lordships, and other Hereditaments comprised in the said Third Schedule to this Act, under the aforesaid Power of Sale, or the Monies which may be produced by the Sale or Disposition of any Stocks, Funds, or Securities in or upon which the same Monies or any Part or Parts thereof shall have been laid out or invested, in the Purchase of Lands and Estates within a convenient Distance from the said *Bute* Estate or any Part thereof, or the said *Dumfries* Estate

Estate or any Part thereof, or the said Lands comprised in the said First Schedule to this Act; all which Premises so to be purchased as aforesaid shall be conveyed, settled, and assured upon the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* in Life Rent, for his Life Rent Use, allenarly, and upon the Issue Male of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, whom failing, upon the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, in Fee, but subject to the Payment of the Portions provided for the younger Children of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, as is herein-before mentioned, and the Interest thereof, according to the Destination contained in the said recited Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen; and the Disposition or Settlement or Dispositions or Settlements which shall be executed of the said Premises so to be purchased in *Scotland* as aforesaid shall contain a Provision and Declaration or Provisions and Declarations, whereby it shall be provided and declared, that during the Lifetime of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, it shall be lawful for the said eldest Son of the said Marriage, being of full Age, with the Concurrence of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, to alienate and dispone the Lands and Estates to be purchased in *Scotland* as aforesaid, either onerously or gratuitously, at pleasure, and that it shall in like Manner be lawful for such eldest Son, during the Lifetime of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries*, without his Concurrence, to alienate and dispone such Lands and Estates, either onerously or gratuitously, and all Right, Title, and Interest therein which he or his Heirs Male have or might have or pretend thereto for and during his own Life, and the Life and Lives of the Heir or Heirs Male of his Body, but no further or otherwise.

Reservation of certain Rent Charges and Payments to which the Hereditaments comprized in the aforesaid Indenture are subject.

V. And be it further enacted, That such of the Hereditaments comprised in or which are or shall be subject to the Uses of the said Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen as shall not for the Time being have been vested in Exchange, under the Authority of this Act, and which for the Time being shall remain unsold, shall not, by reason or in consequence of the Exchange to be made under the Authority of this Act, or of any thing in this Act contained, or of any Disposition or Settlement or Dispositions or Settlements to be made under the Directions herein-before contained, be released or discharged of or from the said annual Sum of One thousand Pounds, or any Part thereof, or the Trusts for raising the same, or of or from the said annual Sums or yearly Rent Charges of Two thousand Pounds and Three thousand Pounds, or either of them, or any Part thereof respectively, or any Powers or Remedies or Trusts for enforcing or providing for the Payment of the same respectively.

General Saving.

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and

Persons,

Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* and *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and the First and other Sons of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and the Heirs Male of their respective Bodies, and the Daughter or Daughters and younger Son or younger Sons of the said *John Crichton* Marquis of *Bute* and Earl of *Dumfries* by the said *Maria* Marchioness of *Bute* and Countess of *Dumfries*, and all and every other Persons and Person having or claiming or who shall or may hereafter have or claim any Estate, Right, Title, or Interest of, in, to, or upon the said Hereditaments and Premises comprised in the said Second and Third Schedules to this Act, or any of them, or any Part thereof respectively, under or by virtue of the said Indenture of the Fifteenth Day of *July* One thousand eight hundred and eighteen, all such Estate, Right, Title, Interest, Property, Claim, or Demand whatsoever of, in, to, or upon the said Hereditaments comprised in the said Second and Third Schedules to this Act as they or any of them had held or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made.

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

VII. 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.

The

The FIRST SCHEDULE to which the Act refers;

Showing the Estates in Scotland proposed to be substituted in Settlement in lieu of the Estates comprised in the Second Schedule.

Barony of Mochrum in the Parish of Mochrum, Wigtonshire.

Names of Farms.	Tenants Names.	Present Rents.	Leases expire.
		£ s. d.	
Airielick, East and West -	John Stewart - -	165 0 0	Whit^{y} 1838.
Brae and Gargaries -	James Kevan - -	110 18 11	Ditto.
Challochglass - -	James M'Master -	135 0 0	Ditto.
Chippermore, Multures of -	Samuel M'Culloch, Esquire	3 0 0	Ditto.
Corwall - - -	William Milligan -	103 0 0	Ditto.
Craigach and Halfmerk -	James Gifford's Heirs -	100 0 0	Ditto.
Craighillock - -	Andrew Hannay's Heirs -	53 8 10	Ditto.
Craiglarie - -	William Kevan - -	58 10 0	Ditto.
Drumdow - -	James Mackie - -	19 10 0	Ditto.
Drumwalt, Parkhill, and Gardens	John Broadshaw - -	66 11 2	Ditto.
Garchew - -	William Robert and William M'Tier	150 0 0	Ditto.
Glenling, High - -	Janet and Alexander Kevan -	63 0 0	Ditto.
Ditto, Low - -	Alexander M'Kenna -	52 10 0	Ditto.
May - - -	Andrew Milligan's Heirs -	155 0 0	Ditto.
	Land Rental £	1,235 8 11	
Baronial Rights of Game, Fishing, &c.	John Coupland, Esquire	30 0 0	Mart^{s} 1840.

Barony of Slewdonald in the Parish of Kirkcowan.

Craigmoodie - -	Robert Williamson -	50 3 10	Whit^{y} 1838.
Derry, High and Low -	John M'Lure - -	131 12 9	Ditto.
Dirnyerk - -	David Lauderdale -	38 14 0	Ditto.
Dirvachlie - -	Archibald M'Harg -	58 0 0	Ditto.
Eldridge, High, Monandonie and Dirvananie -	Ditto.	117 14 4	Ditto.
Eldridge, Low - -	James Stroyan - -	59 10 9	Ditto.
Ditto, White - -	John M'Lure - -	36 0 0	
Kilgilloch, Craigarie, and Benbrake	John Morrison, &c. -	203 17 3	Ditto.
	Land Rental £	695 12 11	
Baronial Rights of Game, Fishing, &c.	John Robertson Reid, Esquire	20 0 0	Mart^{s} 1844.

Names of Farms.	Tenants Names.	Present Rents.	Leases expire.

Barony of Lochronald in the Parish of Kirkcowan.

		£	s.	d.	
Arries, High and Low -	Archibald M'Harg -	120	4	6	Whit^{y} 1838.
Airyleg and Mill -	James M'Caa - -	56	10	0	Ditto.
Balminnoch - -	Ivie Campbell - -	69	10	0	Ditto.
Drummalloch - -	Ditto	45	0	0	Ditto.
Fell of Lochronald -	Hugh Templeton -	80	0	0	Ditto.
Mains (Laigh) - -	Thomas Dalrymple -	50	0	0	Ditto.
Ditto (Park of) - -	Hugh Templeton -	39	0	0	Ditto.
Merks (Half and Whole) -	William M'Clure -	76	0	0	Ditto.
Woodhill - -	William M'Kenna	10	0	0	Ditto.
	£	546	4	6	
Baronial Rights of Game, Fishing, &c.	John Robertson Reid, Esquire	20	0	0	Mart^{s} 1844.

Calculation of Value.

Baronies in Wigtonshire.	£	s.	d.			
Rents of the Lands of Mochrum - -	1,235	8	11			
Deduct annual Burdens, per State subjoined	41	16	7½			
				1193	12	3½
Rents of Slewdonald - -	695	12	11			
Deduct anuual Burdens, per State - -	33	17	8			
				661	15	3
Rents of Lochronald - -	546	4	6			
Deduct annual Burdens, per State - -	27	2	1½			
				519	2	4½
Amount of free yearly Value				£ 2,374	9	11

	£	s.	d.
Of that Sum of £2,374 9. 11. Twenty-eight Years Purchase may be taken as the Value - - - - - - - -	66,485	17	2
1. Add Value of growing Timber - - - -	200	0	0
2. Ditto £70 of Baronial Rights at Fourteen Years Purchase -	980	0	0
£	67,665	17	2

State of annual Burdens on Mochrum.

				£	s.	d.	
Minister's Stipend payable in Money - - - -				35	12	5	
Supply and Share of Bridge Money, corresponding to £738 Scots of valued Rent	£ 12	s. 8	d. 5				
Deduct One Half payable by the Tenants -	6	4	2½				
				6	4	2½	
							41 16 7½

The whole of the Road Money and School Salary is payable also by the Tenants, amounting to £23 15.

State of annual Burdens of Slewdonald and Lochronald in the Parish of Kirkcowan.

	£	s.	d.	£	s.	d.
Stipend payable in Money - - -	58	18	1½			
King's Feu Duty - - -	2	1	8			
Supply and Share of Bridge Money corresponding to £1,074 3. 4. Scots of valued Rent, £18 1. 8. payable by the Tenants. As also the whole of the Road Money and School Salary, amounting to £24 10.						
				60	19	9½
	Valued Rent.			Public Burdens.		
The Division might be thus, —						
Slewdonald, Five Ninths - - - -	596 Scots.			33	17	8
Lochronald, Four Ninths - - -	477 ditto			27	2	1½

COUNTY OF AYR.

Parish of Ochiltree.

Names of Farms.	Tenants Names.	Present Rents.			Leases expire.
Tresmaux - -	Robert Sloan - -	200	0	0	Whit^y 1845.

Parish of Auchinleck.

Knockroon Farm - -	William Sampson - -	110	0	0	Whit^y 1854.
Ditto, Three Parks - -	Mrs. Scott - - -	10	4	8	Ditto, 1844.
House and Garden - -	Ditto - - - -	0	15	4	Feued.
Ditto - - -	John Maider - - -	0	7	6	Ditto.
		121	7	6	

Calculation of Value.

Rent of the Lands of Tresmaux - - -	200	0	0	
Deduct annual Burdens, per State subjoined - -	7	3	9	
Amount of free yearly Value - - -	192	16	3	
Of that Sum of £192 16. 3. Twenty-eight Years Purchase may be taken as the Value - - -	-	-		5,398 15 0
Rent of the Lands at Knockroon - - -	121	7	6	
Deduct annual Burdens, per State subjoined - -	3	0	6	
Amount of free yearly Value - - -	118	7	0	
Of that Sum £118 7. Thirty-three and One Third Years Purchase may be taken as the Value, from its particular Locality - - - - - -	-	-		3,945 1 5
Add Value of Fifteen Acres of Land under Plantations, with Value of the growing Timber - - -	-	-		1,664 18 7
				5,610 0 0

State of annual Burdens on Tresmaux.

	£	s.	d.
Minister's Stipend averages in Money - - - -	4	10	0
Poor Assessment - - - - -	1	4	0
Cess and Bridge Money, corresponding to £83 17. Scots of valued Rent -	1	2	0
School Salary - - - - -	0	7	9
£	7	3	9

Road Money, £1 5. 2., payable by the Tenant.

State of annual Burdens on Knockroon Estate.

	£	s.	d.
Minister's Stipend averages in Money - - - -	1	6	9
Cess, Bridge, and Rogue Money, corresponding to £50 Scots of valued Rent	0	9	11
School Salary - - - -	0	9	0
Assessment for the Poor - - - -	0	14	10
£	3	0	6

Road Money payable by the Tenants, amounting to Fifteen Shillings.

Island and County of Bute.

Names of Farms.	Names of Tenants.	Present Rents. £	s.	d.	Leases expire.
Sharp's Field, House, and Garden.	Sharp, Duncan, and others -	16	14	0	No Leases.
Mid Ascog - -	Robert Balloch - -	88	0	0	Whit^{y} 1847
Kerr's Rood - -	John Beith - -	2	0	0	No Lease.
Saint Colmac - -	Robert Hunter - -	311	16	0	Whit^{y} 1846.
West Ditto - -	Hugh Johnstone -	133	10	0	Ditto.
East Ditto - -	David Crawford - -	125	6	0	Ditto.
Ettrick Mill - -	Commutation of Thirlage to Ettrick Mill, according to Average Sums paid for Five Years preceding Crop 1834 - -	17	7	0	
West Calfward - -	Robert Stuart and others -	9	0	0	No Lease.
		£703	13	0	

Calculation of Value.

	£	s.	d.	£	s.	d.
Rents of the Lands in Bute - - -	703	13	0			
Deduct annual Burdens, per State subjoined - -	26	10	0			
Amount of free yearly Value - - £	677	3	0			
Of that Sum of £677 3. Thirty-three and One Third Years Purchase may be taken as the Value, from the particular Locality and the perfect State of the Fences and Buildings - - -				22,571	8	10
Add Value of Twenty-four Acres of Land under young Plantations with the growing Timber - - -				1,140	0	0
				23,711	8	10

State of annual Burdens.

On Saint Colmac Lands.						
Minister's Stipend averages in Money - -	11	5	6			
School Salary - - - -	2	17	1			
Cess and Road Money, et cetera, corresponding to £296 19. 10¼. Scots of valued Rent - - -	5	12	6			
				19	15	1
On Mid Ascog.						
Minister's Stipend averages in Money - -	4	9	1			
School Salary - - - -	0	2	7			
Cess and Road Money, corresponding to £31 2. 2. Scots of valued Rent - - -	0	11	9			
Feu Duty to Lord Bute - - -	1	1	6			
				6	4	11
On Sharp's Field, Kerr's Rood, and West Calfward.						
The whole Burdens average in Money - -	-		-	0	10	0
£				26	10	0

Abstract of the Value of the Estates comprised in the foregoing Schedule.

	Free yearly Value.			Value in Perpetuity.		
Estates in Wigtonshire - - - -	2,444	9	11	67,665	17	2
Ditto in Ayrshire - - - -	311	3	3	11,008	15	0
Ditto in Bute - - - - -	677	3	0	23,711	8	10
£	3,432	16	2	102,386	1	0

Wm Blackadder.

The

The SECOND SCHEDULE to which the Act refers;

Showing the Estates in the County of Glamorgan comprised in the Settlement of the Fourteenth and Fifteenth Days of July One thousand eight hundred and eighteen, authorized by the Act to be released from the Trusts of the said Settlement.

Tenants Names.	Premises.	Present Rents.
	Cardiff.	£ s. d. / £ s. d.
William Davies - -	Angel Inn - - -	- - 104 0 0
William Jenkins -	House, North Gate -	- - 8 12 0
William Davies - -	Rose and Crown - -	- - 20 0 0
George Insole - -	Coal Yard, White Friars	10 10 0
John Thomas - -	Ditto, ditto - -	10 10 0
Reverend G. Thomas -	Ditto, ditto -	10 10 0
William Prichard - -	Ditto, ditto -	6 6 0
William Allen - -	Mason's Yard, ditto -	5 5 0
Walter Coffin - -	Coal Yard, ditto -	10 10 0
David Richards - -	House and Smith's Shop, Crockherb Town -	- - 15 0 0
E. P. Richards - -	Two Gardens, ditto -	7 10 0
John Bird - - -	Two Houses, ditto -	- - 10 0 0
Guest and Company -	Glass Works - -	- - 42 0 0
Ditto	Cottages in Bute Street -	- - 20 0 0
Robert Thomas - -	Salt Marsh - - -	5 0 0
Sir C. Smith - - -	Coal Yard, Sea Lock -	10 10 0
George Insole - -	Ditto, ditto -	10 10 0
Walter Coffin - -	Ditto, ditto -	10 10 0
Reverend G. Thomas -	Ditto, ditto -	10 10 0
Ditto	Lime Kiln by Canal -	0 2 6
Samuel Davies - -	Cottage, ditto - -	- - 6 0 0
William Morgan - -	Rope Walk - - -	9 6 0
Thomas James Rees - -	Barber's Closes - -	4 0 0
William Jenkins and others	Cardiff Moors, East of Canal, containing 248 A. 0 R. 1 P. or thereabouts -	280 12 11
Richard Tredwin and others	Docks and Wharfs adjoin-the Glamorganshire Canal - - -	262 18 0
Whitlock Nicholl - -	Adamson House - -	- - 65 0 0
John Bradley - -	Adamson Farm - -	460 3 0
Samuel Jones - -	Piece of Land - -	0 10 6
Edward Lewis - -	Salt Marsh - - -	20 0 0
John Rowland and others	Cardiff Moors, West of Taff, containing 180 A. 2 R. 30 P. or thereabouts	291 3 6

Tenants Names.	Premises.	Present Rents.					
		£	s.	d.	£	s.	d.
	Lequeth.						
Edward Edmunds and others.	Lequeth Moors, containing 405A. 2R. 11P. or thereabouts - - -	575	10	0			
Nicholas Rimbron - -	Lequeth Bridge Farm -	45	10	0			
William Thomas - -	Fulling Mill, et cetera -	-		-	10	0	0
Lewis Jenkins - -	Yniston Farm - -	143	0	0			
Robert Jenkins - -	Farm Win - - -	30	0	0			
	Landough.						
John Williams - -	Cedfin Farm - -	72	0	0			
John Spickett - -	Part of a Field - -	1	1	0			
Thomas Rees - -	Landough Farm - -	72	0	0			
John John - - -	Part of a Field - -	0	10	6			
Robert Thomas - -	Cogan Pill Farm - -	110	10	0			
William Roberts - -	Lower Cogan Pill - -	125	0	0			
Mary Morgan - -	Cogan Farm - -	130	0	0			
	Cosmestone.						
William Hawker - -	Coston Farm - -	105	0	0			
John Hawker - - -	Part of ditto - - -	100	0	0			
John Nesbit - - -	Swanbridge Farm - -	220	0	0			
David Thomas - -	Ball Cottage and Land -	38	0	0			
	Pentirch and Clunn.						
John Jenkins - -	Park Coed Mershen -	150	0	0			
	Totals -	3,354	18	11	300	12	0
Of the Sum of £3,354 18. 11. Twenty-eight Years Purchase may be taken as the Value - - - -					93,938	9	8
Of the Sum of £300 12. Fourteen Years Purchase may be taken as the Value - - - - -					4,208	8	0
	Total Value - £				98,146	17	8

Edward Edmunds.

The THIRD SCHEDULE to which the Act refers;

Showing the English Estates authorized by the Act to be sold for raising the Money to be laid out in the Purchase of Scotch Estates.

Tenants Names.	Premises.	Rent. £	s.	d.
	Cardiff.			
Elizabeth Barrett - -	The Cardiff Arms - -	180	0	0
James Lucas - - -	Fishery - - -	45	0	0
William Bird senior - -	House by Tan Yard - -	12	0	0
Charles Dutton - -	Lower Cooper's Fields - -	68	10	0
Daniel Brown - - -	Upper Ditto - -	32	19	0
The Corporation of Cardiff -	Tolls of the Borough - -	5	13	7½
Reverend George Thomas -	House near the West Gate -	15	15	0
Daniel Brown - - -	Five Bells and Stable - -	23	13	6
John Llewellin - -	Painter's and Glazier's Shop -	12	12	0
John Jenkins - - -	House in Castle Street - -	18	0	0
Thomas Parry - -	House in Ditto - -	12	0	0
Representatives of G. Powell -	Stable in Ditto - -	0	5	0
Thomas Leyshon - -	Crown and Anchor, Duke Street -	20	0	0
Margaret Sinclair - - -	House, Ditto - - -	15	0	0
Representatives of J. Price -	School Yard, North Gate -	0	2	6
	Roath.			
John Bradley - - -	Field near Longcross - -	6	0	0
William Evans - -	Dean's Farm - - -	170	0	0
Thomas John and others -	Land in Pengain Moors 24 A. 3 R. 38 P. or thereabouts - -	17	11	0
Edward Richards - -	Pen-y-wain and Fair Oak Farms -	200	0	0
	Listalybont.			
William Williams - -	Land adjoining Fair Oak -	5	0	0
Thomas Miles - - -	Cefn y Coed - - -	44	0	0
Charles Powell - -	Farm Allen's Bank - -	20	0	0
Mrs. Llewellin - - -	The Celin Farm - -	42	6	8
Llewellin Prosser - -	Rough Land - - -	10	0	0
William Mathew - -	Tir Sion Griffith Farm - -	20	0	0
Henry Rees - - -	Hewl Hir Farm - -	35	4	0
Llewellyn Prosser - -	Land adjoining Heath - -	10	0	0
	Ruthin.			
Doctor Salmon - -	Intermixed Land - -	1	10	0
John Thomas - - -	Llwyn-y-Peel and Coed Shone Bach - - -	4	0	0
Aaron Thomas - -	Inis y Mardy - -	50	0	0
Nash Vaughan - - -	Garth Mailog - - -	12	10	0
Ditto - - - -	Tir Christor y Gof - -	20	0	0

Tenants Names.	Premises.	Rent.
	Senghenith.	£ s. d.
Dowlais Company	Furnace Ground	5 0 0
Ditto	Marchnddy Vein	26 0 0
Earl of Plymouth	Water Weir and Fishery	2 2 0
Dowlais Company	Iron Ore on Carns	5 0 0
J. and T. Morgan	Havod Jestyn or Troed y Rhew	25 0 0
Lewis Edwards	Cae Griffith Howell	2 15 0
Mary Davies	Lands adjoining	0 5 0
Edmund Williams	Cae Cenol	3 10 0
William Lewis	Tir Virch Gronow	27 10 0
Nicholas Waters	Tir y Colly	40 0 0
Reverend George Thomas	Mellindra Gilea and Bryn Owen	9 1 6
Thomas Thomas	Land at Ishad	5 1 0
John David	Cefn y Coed	3 3 0
John Price	Angel Public House	5 10 0
Evan Evans	Caerphilly Castle	—
William John	Hewl y Bunshy Farm	20 0 0
Ditto	Ty-y-wern Farm	60 0 0
Edward Edmunds	Cae Li Dinas	5 5 0
Ditto	Land in Forest	23 0 0
Blakeman and Company	Forest Isha Farm	60 0 0
Charles Powell	Coed y Gwina	7 5 0
	Also the Manor of Senghenith	0 0 0
		1,564 19 9½

Edward Edmunds.

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