



ANNO TRICESIMO NONO & QUADRAGESIMO

GEORGI III. REGIS.

Cap. 81.

An Act for more effectually vesting and facilitating the raising of a Sum of Ten thousand Pounds, which, by the Settlement of the Family Estates of the Right Honourable *George Augustus* Earl of *Guilford*, was provided for the Portions of his younger Children, in and for the Benefit of the Honourable Lady *Maria North*, (the only Child of the said Earl by the Right Honourable *Maria* Countess of *Guilford*, his late Wife), if she shall live to attain the Age of Twenty-one Years, or to be married. [20th June 1800.]

WHEREAS by Indentures of Lease and Release and Settlement, bearing Date respectively on or about the Twelfth and Thirteenth Days of *May* One thousand seven hundred and ninety-one, the Release made or expressed to be made between the Right Honourable *Frederick* then Earl of *Guilford*, and Knight of the Most Noble Order of the Garter, and the Right Honourable *Anne* then Countess of *Guilford*, his Wife, of the First Part; the Honourable *George Augustus North*, commonly called *Lord North* (their eldest Son
[Loc. & Per.] 16 Z and

Preamble.
Settlement dated *May* 12, and 13, 1791, recited.

and Heir Apparent), and the Honourable Lady *Maria North* (the then Wife of the said *George Augustus* Lord *North*), of the Second Part; *William Chamberlayne* Esquire, of the Third Part; *Joseph White* Gentleman, of the Fourth Part; the Right Honourable *Charles Townsend* and *Montague Burgoyne* Esquire, of the Fifth Part; the Right Honourable *Robert Hobart*, One of His Majesty's Most Honourable Privy Council in the Kingdom of *Ireland*, and *William Adam* Esquire, of the Sixth Part; and the Honourable *Henry Legge* and *John Sullivan* Esquire, of the Seventh Part; and by virtue of certain Common Recoveries which were duly had and suffered in pursuance of the same Indenture several Manors, Messuages, Farms, Lands, Tenements, Tithes, and other Hereditaments, situate, lying, and being in the Counties of *Oxford*, *Northampton*, *Warwick*, *Essex*, and *Cambridge*, therein particularly described, were respectively limited, settled, and assured, from and after the Decease of the said *Frederick* then Earl of *Guilford*, (subject to Provisions thereby made by way of Pin Money and Jointure for the said *Anne* Countess of *Guilford*, and which are since determined; and also subject to a Term of Years thereby limited in certain Parts thereof to Trustees, for raising Portions for the younger Children of the said *Frederick* then Earl of *Guilford*), to the Use of the said *George Augustus* then Lord *North* and his Assigns, during his Life, without Impeachment of Waste, and with such Power of jointuring a Second Wife as therein is contained, with Remainder to Trustees and their Heirs during his Life, in Trust to preserve Contingent Remainders, with Remainder; to the Use that the said *Maria* Lady *North*, his then Wife, might receive thereout a Jointure Rent Charge of One thousand Pounds during her Life, and subject thereto; to the Use of the said *Henry Legge* and *John Sullivan*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, to be computed from the Death of the Survivor of the said *Frederick* Earl of *Guilford*, *Anne* Countess of *Guilford*, and *George Augustus* then Lord *North*, without Impeachment of Waste, upon, to, and for the Trusts, Intents, and Purposes therein-after expressed and declared, and herein-after mentioned, and subject thereto; to the Use of the First and every other Son of the Body of the said *George Augustus* then Lord *North* successively in Tail Male, with divers Remainders over; and it is by the said Indenture of Settlement declared and agreed that the said Manors and Hereditaments were thereby limited to the said *Henry Legge* and *John Sullivan*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years as aforesaid, upon Trust that they should, after the Commencement of the same Term, raise and levy, by such Ways or Means as therein mentioned, the Sum of Ten thousand Pounds for the Portion or Portions of all and every the Child and Children of the said *George Augustus* then Lord *North* to be begotten, other than an eldest or only Son, to be applied and disposed of in such Manner as is therein-after mentioned; (that is to say), in case there should be but One such Child; then the Whole of the said Sum of Ten thousand Pounds to go to such only Child; and in case there should be Two or more such Children, then such Sum of Ten thousand Pounds to go to and be equally divided between and amongst them Share and Share alike; the said Portion or Portions to belong to and be an Interest vested in such Children as should be a younger Son or Sons, at his and their respective Age and Ages of Twenty-one Years; and in such of the said Children as should be a Daughter or Daughters, at her or their respective

Age or Ages of Twenty-one Years, or Day or Days of her or their respective Marriages, which should first happen; but to be paid to such of the younger Son or Sons as should be under the Age of Twenty-one Years at the Death of the said *George Augustus* then Lord *North*, when and as they should respectively attain the Age of Twenty-one Years; and to such of them as should attain the Age of Twenty-one Years during the Life of the said *George Augustus* then Lord *North*, at the End of Six Calendar Months next after his Death; and to such of the Daughter or Daughters as should be under the Age of Twenty-one Years and unmarried at the Time of the Death of the said *George Augustus*, then Lord *North*, at her and their respective Age or Ages of Twenty-one Years or Marriage, which should first happen; and to such of the Daughter and Daughters as should attain her or their respective Age or Ages of Twenty-one Years or be married in the Lifetime of the said *George Augustus*, then Lord *North*, at the End of Six Calendar Months next after his Death; and with Provisoos or Clauses of Survivorship between and among such younger Children, in case of the Death of any One or more of them before the Time or respective Times therein mentioned; and for raising such Portions in the Lifetime of the said *George Augustus* then Lord *North*, if he should so direct, by Writing under his Hand; and also with Provision for the Maintenance and Education of the same younger Children during their respective Minorities, as therein particularly expressed; And whereas the said *Frederick* Earl of *Guilford* died in the Year One thousand seven hundred and ninety-two, whereupon the said *George Augustus* late Lord *North* became and now is Earl of *Guilford*; and the said *Maria* Lady *North*, the late Wife of the said *George Augustus* now Earl of *Guilford*, also died in the Year One thousand seven hundred and ninety-four, leaving Issue by the said *George Augustus* Earl of *Guilford* one Daughter only, the Right Honourable Lady *Maria North*, now an Infant of the Age of Six Years or thereabouts; and the said *Anne* late Countess of *Guilford* died in the Year One thousand seven hundred and ninety-seven: And whereas by Indenture of Settlement of Four Parts, bearing Date on or about the Eighteenth Day of *February*, in the Year of our Lord One thousand seven hundred and ninety-six, and made or expressed to be made between the said *George Augustus* Earl of *Guilford* of the First Part; *Susannah Coutts* Spinster, of the Second Part; *Thomas Coutts* Esquire (Father of the said *Susannah Coutts*), and *Edmund Antrobus* Esquire, of the Third Part; and the before-named *William Adam* and *John Sullivan*, of the Fourth Part; reciting, amongst other Things, that a Marriage had been agreed upon between the said *George Augustus* Earl of *Guilford* and *Susannah Coutts*, who was possessed of or entitled to a Fortune of Twenty-five thousand Pounds; and that upon the Treaty for such Marriage it was proposed and agreed that, as well for making a Provision by Way of Pin Money for the said *Susannah Coutts* as for making a better Provision for her Jointure, and also for making a Provision for the younger Children or for a younger Child of the said Marriage, the Sum of Twenty thousand Pounds, Part of the Fortune of the said *Susannah Coutts*, should be paid by her to the said *William Adam* and *John Sullivan*, upon, to, and for the Trusts, Intents, and Purposes therein and herein-after mentioned; but as it was the Desire of the said *George Augustus* Earl of *Guilford* that the Whole of the said Sum of Ten thousand Pounds, provided for the Portions of his younger Child

Marriage Settlement dated Feb. 18, 1796, recited.

Child or Children by the before in Part recited Indenture of Release and Settlement should be paid and secured to his then Infant Daughter, the before-named Lady *Maria North*, if she should attain the Age of Twenty-one Years or be married, it was upon the said Marriage Treaty agreed to be expressly stipulated and provided, that if the said Lady *Maria North* should live to attain the Age of Twenty-one Years or be married, then no younger Child or Children of the said then intended Marriage should, under or by virtue of the Trusts to be created or declared of or concerning the said Sum of Twenty thousand Pounds, become entitled to receive such Sum of Twenty thousand Pounds, or any Part thereof, until such younger Child or Children should have assigned and transferred or made over, or offered to assign and transfer or make over, all his, her, or their respective vested and contingent Share or Shares and Interest in the said Sum of Ten thousand Pounds so provided and secured for the Portions and Maintenance of the younger Children of the said *George Augustus* Earl of *Guilford* by the said Indenture of Release and Settlement as aforesaid, unto the said Lady *Maria North*, her Executors, Administrators, or Assigns; for her or their own absolute Use and Benefit; and further reciting, that in pursuance of the said Agreements the said *Susannah Coutts* had that Day paid the said Sum of Twenty thousand Pounds to the said *William Adam* and *John Sullivan*; it was and is, by the said Indenture of Settlement now in Recital, declared and agreed, that the said *William Adam* and *John Sullivan*, their Executors, Administrators, and Assigns, should and would stand and be possessed of and interested in such Sum of Twenty thousand Pounds, upon Trust to lay out and invest the same, in their or his Name or Names, in the Publick Stocks or Funds, or upon Parliamentary, Government, or Real Securities, or in *India* Bonds, Exchequer Bills, or other Temporary Securities, at Interest; and to stand and be possessed of and interested in the said Sum of Twenty thousand Pounds, and such Stocks, Funds, and Securities, from and after the Solemnization of the said then intended Marriage, upon certain Trusts therein declared, during the Joint Lives of the said *George Augustus* Earl of *Guilford* and *Susannah Coutts*; and in case the said *Susannah Coutts* should die in the Lifetime of the said *George Augustus* Earl of *Guilford*, then upon Trust to pay to or permit him the said *George Augustus* Earl of *Guilford* to receive the Interest of the said Twenty thousand Pounds during his Life; but in case he the said *George Augustus* Earl of *Guilford* should die in the Lifetime of the said *Susannah Coutts*, then upon Trust from thenceforth by or out of the Interest of the said Twenty thousand Pounds to pay to her the said *Susannah Coutts*, for her Life, in Addition to her therein-before mentioned Jointure, the yearly Sum of Five hundred Pounds; and after Payment thereof, then upon Trust, by, with, and out of the Residue and Surplus of the Interest of the said Twenty thousand Pounds, to raise, levy, and pay, from Time to Time; to the said *Susannah Coutts* and her Assigns, during her Life, so much and such Part of the therein-before mentioned Annuity or yearly Rent Charge of One thousand five hundred Pounds therein-before limited to her and them, and charged upon the Manors, Hereditaments, and Premises therein-before described and mentioned to be thereby granted; limited, appointed, and demised as should not, from Time to Time, be paid to the said *Susannah Coutts* or her Assigns, out of the Rents and Profits of the said Manors, Hereditaments, and Premises, charged therewith as therein-before mentioned; and upon further Trust during the Life

Life of the said *Susannah Coutts*, to pay, apply, and dispose of all the Residue and Surplus (if any there should be) of the Interest of the said Twenty thousand Pounds in, for, and about, or towards the Maintenance Education and Support of all and every Child or Children of the said *George Augustus Earl of Guilford* and *Susannah Coutts*, (other than and except an eldest or only Son), in such Manner as the said *Susannah Coutts* should from Time to Time direct or appoint; and in Default of such Direction or Appointment, then in such Manner as the said Trustees or Trustee for the Time being should think proper: And from and after the Decease of the Survivor of them the said *George Augustus Earl of Guilford* and *Susannah Coutts*, then it was thereby declared and agreed, that the said *William Adam* and *John Sullivan*, or the Survivor of them, or the Executors, Administrators, and Assigns, of such Survivor, should stand and be possessed of and interested in the said Sum of Twenty-thousand Pounds, or the Stocks, Funds, or Securities in or upon which the same should be placed out or invested as aforesaid, upon Trust for and for the Portion and Portions of the Child and Children (except an eldest or only Son) of the said then intended Marriage, in such Manner as is therein-after mentioned and expressed; and particularly in case there should be Issue of the Body of the said *George Augustus Earl of Guilford* on the Body of the said *Susannah Coutts* to be begotten Two or more Children, (not reckoning an eldest or only Son), then upon Trust that they the said Trustees respectively should pay, assign, and transfer or divide the said Sum of Twenty thousand Pounds, and the Stocks, Funds, or Securities in or upon which the same should be laid out or invested unto, between, or amongst all and every, or to any One or more of such Children, (except such eldest or only Son), in such Parts, Shares, and Proportions, and to vest and become payable at such Age or Ages, Days or Times, and to be with such Limitations over (such Limitations over being for the Benefit of some or one of such Children, except an eldest or only Son); and also to be with such Maintenance out of the Interest or Dividends thereof in the mean Time as the said *George Augustus Earl of Guilford* and *Susannah Coutts*, at any Time or Times during their joint Lives, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be sealed and delivered by them in the Presence of, and to be attested by Two or more credible Witnesses, should jointly direct or appoint; and in Default of such joint Direction or Appointment, then as the Survivor of them the said *George Augustus Earl of Guilford* and *Susannah Coutts*, by any such Deed or Deeds, Writing or Writings, or by his or her last Will and Testament in Writing or any Codicil or Codicils thereto, or any Writing or Writings, purporting to be or in the Nature of his or her last Will and Testament, or a Codicil or Codicils thereto, to be signed and published by him or her in the Presence of and attested by the like Number of credible Witnesses, should order, direct, or appoint; and for Want of such Order, Direction, or Appointment, then should pay, assign, and transfer the said Sum of Twenty thousand Pounds, and every Part thereof, and all and every the Security or Securities, Stocks or Funds, in or upon which the same should or might be invested as aforesaid respectively unto all and every the Child and Children of the said *George Augustus Earl of Guilford* on the Body of the said *Susannah Coutts* to be begotten (except an eldest or only Son), to be equally divided between and among them Share and Share alike for their respective Portions, the Portions of Sons to become

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a vested Interest at the Age of Twenty-one Years, and the Portions of Daughters to become a vested Interest at that Age or Marriage, with Benefit of Survivorship and Accruer, and Directions for Maintenance: And it is thereby provided, declared, and agreed, that no younger Child or younger Children of the said then intended Marriage should, under or by virtue of the Trusts, Declarations, or Agreements therein contained, or any of them, or under or by virtue of any Appointment or Appointments to be made by the said *George Augustus* Earl of *Guilford* and *Susannah Coutts*, or the Survivor of them, in pursuance of the same Trusts, receive or become entitled to receive the said Sum of Twenty thousand Pounds, or any Part or Parts thereof, until such younger Child or younger Children, his, her or their Executors or Administrators, should have well and effectually assigned and transferred, or made over or offered, and agreed to assign and transfer, or make over, all his, her, or their respective vested and contingent Share or Shares, and Interest of and in the said Sum of Ten thousand Pounds provided for the Portions and Maintenance of the younger Children of the said *George Augustus* Earl of *Guilford* by the said first-mentioned Indenture of Release and Settlement as aforesaid, unto the said *Lady Maria North*, her Executors, Administrators, and Assigns, (if she should live to attain the Age of Twenty-one Years, or to be married, but not otherwise), for her or their own absolute Use and Benefit: And further, that if the said *Lady Maria North* should live to attain the Age of Twenty-one Years, or be married, and if at any Time or Times afterwards any younger Child or younger Children of the said then intended Marriage should claim and should recover or receive any Part or Parts of the said Sum of Ten thousand Pounds, so provided by the said first-mentioned Indenture of Release and Settlement as aforesaid, then in such Case it should be lawful for the said *William Adam* and *John Sullivan*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, and they or he were and was thereby respectively authorized and required, by and out of the Share or Shares, or presumptive or expectant Share or Shares which such younger Child or younger Children so claiming and recovering, or receiving any Part or Parts of the said Sum of Ten thousand Pounds as last aforesaid, should then be entitled to, of and in the said Sum of Twenty thousand Pounds, under or by virtue of the Trusts aforesaid, or any Appointment or Appointments to be made in pursuance thereof, raise, levy, and pay unto the said *Lady Maria North*, her Executors, Administrators, or Assigns, such Sum or Sums of Money as the said younger Child or younger Children of the said *George Augustus* Earl of *Guilford* by the said *Susannah Coutts* should so claim and recover, or receive from or out of the said Sum of Ten thousand Pounds as aforesaid: But nevertheless, if the said *Lady Maria North* should die under the Age of Twenty-one Years without being or having been married, then neither the said last-mentioned Proviso, or any other Clause, Matter, or Thing, therein contained, should in anywise preclude, hinder, or prevent the younger Child or younger Children of the said *George Augustus* Earl of *Guilford* by the said *Susannah Coutts* from being entitled to, or from claiming, recovering, or receiving (over and above the Portion or Portions thereby provided for him or them respectively) the said Sum of Ten thousand Pounds, so provided for the Portions of the younger Children of the said *George Augustus* Earl of *Guilford* by the said first-mentioned Indenture of Release and Settlement as aforesaid,

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either

either alone or together with the younger Child or younger Children of the said Earl, by any Wife or Wives he might marry after the Death of the said *Susannah Coutts*, as the Case might happen: And whereas the Marriage between the said *George Augustus* Earl of *Guilford* and *Susannah Coutts*, (now Countess of *Guilford*), was solemnized soon after the Execution of the said last recited Indenture of Settlement, and there is Issue of such Marriage now living Two Daughters only, (that is to say), *Lady Susan North* and *Lady Georgiana North*, who are both of them Infants of tender Years: And whereas the said *Lady Maria North* is now living, and although the Daughters and younger Sons of the said *George Augustus* Earl of *Guilford*, by the said *Susannah* Countess of *Guilford*, his present Wife, are under the Trusts and Directions of the said last mentioned Indenture of Settlement restrained from making any Claim or Claims upon or out of the said Sum of Ten thousand Pounds, provided for the Portions and Maintenance of the younger Children of the said *George Augustus* Earl of *Guilford*, by or under the Trusts of the afore-said Term of One thousand Years, and are by and under such Settlement provided with, or entitled to a full and fair Equivalent for or in lieu of such their respective Claims, yet the Trustees of the said Term of One thousand Years will not be able to raise or apply such Sum of Ten thousand Pounds for or for the Portion of the said *Lady Maria North*, (in the Event of her attaining the Age of Twenty-one Years, or being married), until all the Daughters and younger Sons of the said *George Augustus* Earl of *Guilford* by his present Marriage shall have respectively attained the Age of Twenty-one Years, and assigned and transferred, or made over his, her, or their respective vested and contingent Share or Shares, and Interests of and in the same Sum of Ten thousand Pounds to the said *Lady Maria North*, in Compliance with the Proviso and Directions contained in the said last recited Indenture of Settlement, in consequence whereof the said *George Augustus* Earl of *Guilford* is apprehensive that the advantageous Marriage of her the said *Lady Maria North* may be obstructed or impeded, unless the raising of such Portion or Sum of Ten thousand Pounds shall be facilitated: And whereas in order to obviate any Objections to the said Measure, the said *Susannah* Countess of *Guilford* hath consented and agreed, in case of her surviving the said *George Augustus* Earl of *Guilford*, to waive all Benefit, provided for her during her Life by the said last recited Settlement out of the Income of the said Sum of Twenty thousand Pounds, until the Daughters and younger Sons of them the said Earl and Countess shall have received, or there shall have been applied for their Benefit from Time to Time, by and out of the said Sum of Twenty thousand Pounds, and the Income thereof, the Amount of such Portions or Provision, and Maintenance, as they respectively would from Time to Time have been entitled to, from and out of the said Sum of Ten thousand Pounds, and the Maintenance or Interest in respect thereof provided by the Trusts of the said Term of One thousand Years, limited by the said first recited Indenture of Settlement; and they the said Earl and Countess are also desirous that the Powers given to them, and the Survivor of them, by the said last recited Settlement of appointing the said Sum of Twenty thousand Pounds to or among any One or more of their Daughters and younger Sons shall be subject to similar Restriction: And whereas although the above Measure is just and reasonable, yet the same cannot
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be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *George Augustus* Earl of *Guilford*, for and on Behalf of the said Lady *Maria North* his Infant Daughter, by the said *Maria* Lady *North* his First Wife, and also the said *Susannah* Countess of *Guilford*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 if the before-named Lady *Maria North*, (the only Child of the said *George Augustus* Earl of *Guilford*, by the said *Maria* late Countess of *Guilford* his Wife), shall live to attain the Age of Twenty-one Years, or to be lawfully married, then and in such Case, but not otherwise, all and every the Child and Children of the Body of the said *George Augustus* Earl of *Guilford*, on the Body of the said *Susannah* Countess of *Guilford* his present Wife begotten and to be begotten, and the Executors, Administrators, and Assigns of such Child and Children respectively, shall be, and are hereby from thenceforth utterly excluded, and for ever debarred from claiming, having, taking, or becoming entitled unto any Part or Parts of the said Sum of Ten thousand Pounds, which by the said first mentioned Indenture of Release and Settlement of the Thirteenth Day of *May* One thousand seven hundred and ninety-one was directed to be raised by or under, or in pursuance of the Trusts of the said Term of One thousand Years, thereby limited in Use to the said *Henry Legge* and *John Sullivan*, their Executors, Administrators, and Assigns, for the Portion or Portions of the Child or Children of the said *George Augustus* now Earl of *Guilford*, other than an eldest or only Son, and all Maintenance and Interest in Respect thereof, in such and the same Way and Manner, to all Intents, Effects, Constructions, and Purposes whatsoever, as if the said *George Augustus* Earl of *Guilford* had not intermarried with the said *Susannah* Countess of *Guilford* his present Wife.

II. And be it further enacted, That if the said Lady *Maria North* shall live to attain the Age of Twenty-one Years, or to be lawfully married, then and from thenceforth it shall and may be lawful to and for the said *Henry Legge* and *John Sullivan*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or the Trustee or Trustees of the aforesaid Term of One thousand Years for the Time being, and they and he are and is hereby authorized and directed by the Ways and Means mentioned and prescribed in and by the said Indenture of Release and Settlement of the Thirteenth Day of *May* One thousand seven hundred and ninety-one, to levy and raise the said Sum of Ten thousand Pounds, thereby provided and directed to be raised for the Portion or Portions of the Child and Children of the said *George Augustus* now Earl of *Guilford*, (other than an eldest or only Son), and all such Sum or Sums of Money as is or are thereby directed to be raised by Way or on Account of Maintenance, for or in respect of such Portion or Portions, in such Way and Manner as the same Sum of Ten thousand Pounds, and such Maintenance as aforesaid, would have been or become raisable and payable or applicable, and ought to have been respectively raised, paid, and applied, in case the said *Susannah*, now Countess of *Guilford*, was then naturally dead without having ever had any Issue of her Body by

If Lady *Maria North*, the only Child of the First Marriage, shall attain the Age of 21, or be married, the Children of the Second Marriage shall be debarred from claiming any Part of the 10,000^{l.} under the first recited Settlement.

Trustees empowered, on such Events, to raise the said Portion of 10,000^{l.}

By the said *George Augustus* Earl of *Guilford* her Husband; any Thing in the same Indenture of Release and Settlement contained to the contrary thereof, in anywise notwithstanding.

III. Provided always, That nothing herein contained shall extend to give to or to vest in any Child or Children of the said *George Augustus* Earl of *Guilford*, by any future Wife or Wives, a further or greater Share of and in the said Sum of Ten thousand Pounds and the Maintenance or Interest in respect thereof, than such Child or Children would have been entitled to, in case the Daughters and younger Sons of the said *George Augustus* Earl of *Guilford* and *Susannah* Countess of *Guilford* his Wife, had not been restrained or barred from claiming any Share or Interest therein, by the said secondly herein-before recited Indenture of Settlement and this Act; but all such Share or Shares, as any such Daughter or Daughters, or younger Son or Sons would have been entitled to, of and in the said Sum of Ten thousand Pounds, and the Maintenance or Interest in respect thereof, if he, she, or they had not been so restrained or barred as aforesaid, shall belong to and vest in the said Lady *Maria North* and her Executors, Administrators, or Assigns, in case and when and as she shall attain the Age of Twenty-one Years, or be married, and be accordingly levied and raised by the Ways and Means aforesaid, under and by virtue of the Trusts of the said Term of One thousand Years.

No Children of any future Marriage to affect the Right of Lady *Maria North* to the 10,000^l.

IV. Provided nevertheless, and be it further enacted, That if the said Lady *Maria North* shall happen to die under the Age of Twenty-one Years, not having been lawfully married, then this Act shall not, nor shall any Clause, Matter, or Thing therein contained, in anywise preclude, hinder, or prevent, or be adjudged, deemed, construed, or taken to preclude, hinder, or prevent any Daughter or Daughters, or younger Son or Sons of the said *George Augustus* Earl of *Guilford*, by the said *Susannah* Countess of *Guilford* his Wife, from becoming entitled to, or from claiming, recovering, and receiving the said Sum of Ten thousand Pounds, and all Maintenance to become payable in respect thereof, (in Addition to the other Portion or Portions so provided for him, her, or them respectively as aforesaid), either alone or together with the younger Child or younger Children of the said *George Augustus* Earl of *Guilford*, by any Wife or Wives he may marry after the Death of the said *Susannah* now Countess of *Guilford* (as the Case may happen), but on the contrary such Daughter or Daughters and younger Son or Sons of the said *George Augustus* Earl of *Guilford*, by the said *Susannah* Countess of *Guilford*, shall and may in such the Event of, and from and after the Death of the said Lady *Maria North*, under the Age of Twenty-one Years, without having been married as aforesaid, become entitled to and receive the said Sum of Ten thousand Pounds, either solely or jointly with any other younger Child or younger Children of the said *George Augustus* Earl of *Guilford*, by any future Marriage or Marriages, (as the Case may happen), in such and the same Way and Manner as if this Act had never been made.

but if she die under 21 unmarried, the said Sum shall go to the other Children.

V. And be it further enacted, That the Trustees for the Time being of the aforesaid Sum of Twenty thousand Pounds, or the Funds or Securities

Trustees under last recited Settlement after the De-

cease of
Earl Guil-
ford, or, dur-
ing his Life,
with his Con-
sent, may pay
the Portions
to which the
Children of
the present
Marriage shall
be entitled out
of the said
20,000 l. &c.

curities wherein the same shall be invested, shall, from and after the Death of the said *George Augustus* Earl of *Guilford*, or during his Life if he shall so direct, by Writing under his Hand, by and out of the said Sum of Twenty thousand Pounds, or Funds and Securities, and the Income thereof, in Preference and Priority to the Trusts declared by the aforesaid secondly recited Indenture of Settlement, for the Benefit of the said *Susannah* Countess of *Guilford*, and also in Preference and Priority to the aforesaid Power given to them the said Earl and Countess, and the Survivor of them, of appointing the said Sum of Twenty thousand Pounds, or Funds, or Securities, to or among any One or more of their Daughters and younger Sons as aforesaid, pay and apply unto or for the Benefit of the Daughter or Daughters, and younger Son or Sons of them the said *George Augustus* Earl of *Guilford*, and *Susannah* Countess of *Guilford* his Wife, and his, her, or their respective Executors, Administrators, or Assigns, the Amount of her, his, or their Portion or Portions, and Maintenance or Interest, which she, he, or they respectively would or might from Time to Time have been entitled to, from and out of the aforesaid Sum of Ten thousand Pounds, and the Maintenance or Interest in respect thereof, in case this Act had not been made, and at such Time or Times, and in such Manner as is prescribed by the aforesaid first recited Indenture of Settlement, and from and after such Payment and Application, and subject thereto, the same Trustees respectively shall stand possessed of, and interested in the said Sum of Twenty thousand Pounds, or the Funds or Securities wherein the same shall be invested, and the Income thereof, or the Residue of the said Sum or Funds, or Securities and Income, upon and under and subject to such and so many of the Trusts, Powers, Provisoos, Declarations, and Agreements, in and by the said secondly herein-before recited Indenture of Settlement, expressed and declared of, and concerning the said Sum of Twenty thousand Pounds, and the Funds or Securities wherein the same shall be invested, and the Income thereof as shall be then existing, undetermined and capable of taking Effect.

General
Saving.

VI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the before-named *George Augustus* Earl of *Guilford*, and *Susannah* Countess of *Guilford*, Lady *Susan North* and Lady *Georgiana North*), and all and every other the Daughter and Daughters younger Child and younger Children of the Body of the said *George Augustus* Earl of *Guilford* on the Body of the said *Susannah* Countess of *Guilford* his present Wife begotten and to be begotten, and the respective Executors, Administrators, and Assigns of the said Lady *Susan North* and Lady *Georgiana North*, and of all and every other such Daughter and Daughters, younger Child and younger Children as last aforesaid, and all other Person and Persons claiming or to claim by, from, through, or under them, or any or either of them), all such Estates, Rights, Titles, Interests, Claims, and Demands, of, in, to, or out of the Manors and Hereditaments comprised in the said first mentioned Indenture of Release and Settlement, and the Monies directed to be raised under or in pursuance of the Trusts of the Term of One thousand Years, so thereby limited as aforesaid, as they, every, or any of them had before
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the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

VII. And be it further enacted and declared, That this Act shall be deemed a Publick Act; and all Judges, Justices, and other Persons are hereby required to take Notice thereof as such, without specially pleading the same.

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1917

THE UNITED STATES OF AMERICA
Department of the Interior

Office of the Director
Washington, D. C.

Approved: _____
Special Agent in Charge