



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 13.

An Act to enable *John Eden Spalding* Esquire, under the Authority of the Judges of the Court of Session in *Scotland*, to raise Money by Sale or upon Security of the Estate of *Holm* and other Lands in the Stewartry of *Kirkcudbright*, for discharging certain Debts and Liabilities of the said *John Eden Spalding*; and for other Purposes. [30th June 1852.]

WHEREAS by an Indenture dated the Eighteenth Day of *August* in the Year of our Lord One thousand eight hundred and thirty-one, and made between the said *John Eden Spalding* of the First Part, the Right Honourable *John Henry Viscount Templetown* in *Ireland* of the Second Part, the Honourable *Mary Wilhelmina Upton* of the Third Part, and the Right Honourable *Frederick William Hervey* commonly called *Earl Jermyn*, the Right Honourable *William John Frederick Powlett* commonly called *Lord William John Frederick Powlett*, *Henry Eden* Esq., and the Honourable *William Edward Fitzmaurice*, of the Fourth Part, being a Settlement made in contemplation of the Marriage then intended

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Indenture of Settlement, dated 18th Aug. 1831.

Spalding's Estate.

intended and shortly afterwards solemnized between the said *John Eden Spalding* and the said *Mary Wilhelmina Upton* (now *Mary Wilhelmina Spalding*, the Wife of the said *John Eden Spalding*), certain Sums of Stock and certain Principal Sums of Money which had been transferred and assigned to the said *Frederick William Earl Jermyn*, *Lord William John Frederick Powlett*, *Henry Eden*, and *William Edward Fitzmaurice* were settled upon certain Trusts, to take effect after the Solemnization of the said Marriage, being Trusts for Payment to the said *Mary Wilhelmina Upton* of an annual Sum of Three hundred Pounds for her separate Use, restricted from Anticipation, during the joint Lives of the said *John Eden Spalding* and herself, and, subject thereto, for Payment of the annual Income of the Trust Funds to the said *John Eden Spalding* during his Life, and after his Decease, in case the Rents and Profits of the Lands and Estate in *Scotland* therein mentioned (being the Lands and Estate mentioned in the Deeds of Disposition herein-after stated) should be insufficient to answer the Payment of the annual Sum of One thousand five hundred Pounds mentioned in such Deeds of Disposition, to pay out of the annual Income of the said Trust Funds so much Money as should be necessary to make good the same to the said *Mary Wilhelmina Upton* during her Life, and after the Decease of the said *John Eden Spalding*, but subject, in case the said *Mary Wilhelmina Upton* should survive him, to the said Charge for making good the said annual Sum, to stand possessed of the said Trust Funds in trust for the Child or Children of the said then intended Marriage, other than and except an eldest or only Son who should be entitled to the said Lands and Estate in *Scotland* in possession or in remainder expectant upon the Decease of the said *John Eden Spalding*; and which said Indenture of Settlement contains Provisions authorizing the Trustees to invest the Trust Monies in or upon the Public Stocks or Funds of *Great Britain*, or at Interest upon Government or Real Securities in the United Kingdom, and to vary and transpose all the Stocks, Funds, and Securities which should from Time to Time be subject to the Trusts aforesaid or any of them, for, into, or upon any such Stocks, Funds, or Securities as aforesaid, but every such Investment, Variation, and Transposition as aforesaid, if made during the Lives of the said *John Eden Spalding* and the said *Mary Wilhelmina Upton*, or the Life of the Survivor of them, should be made with their, his, or her Consent, with Power also to purchase Messuages, Lands, Tenements, or Hereditaments situate in *England*, *Scotland*, or *Wales*: And whereas by a Deed of Disposition dated the Eighteenth Day of *August* One thousand eight hundred and thirty-one, granted by the said *John Eden Spalding*, and being the Deed of Disposition referred to in the said Indenture of Settlement dated on the Day of the Date of the said Deed of Disposition, the said *John Eden Spalding* disposed, conveyed,

Deed of
Disposition,
dated 18th
Aug. 1831.

Spalding's Estate.

conveyed, and made over to himself in Liferent during all the Years and Days of his Life, for his Liferent Use only, during the Subsistence of the said intended Marriage, and thereafter, if there should be Issue Male of the said intended Marriage, during all the Years and Days of his Life, so long as such Issue Male should be in existence, and after his Death to and in favour of any Son or Sons whom he might have by the said intended Marriage, in the Order of Succession established by Law, and the Heirs whatsoever of their Bodies, whom failing such Person or Persons as he should nominate and appoint by any Instrument in Writing duly executed by him at any Time in his Life and even on Death-bed, and failing such Nomination then to his own nearest Heirs and Assignees, all and whole his Lands and Estate of *Holm* in the Stewartry of *Kirkcudbright*, as the same belonged to his deceased Father, and all other Lands, if any, in *Scotland*, late of his said deceased Father, as the said Lands and Estate were described in the Title or Titles thereto made up in the Person of the said *John Eden Spalding* as his eldest Son, with all Right, Title, and Interest which he had, or his said Father, or his Ancestors or Authors, had or might have had to the said Lands and Estate and the whole Title Deeds thereof, subject nevertheless to the Payment of a yearly Jointure of One thousand five hundred Pounds *per Annum*, free of all Burdens and Deductions whatsoever, payable out of the said Lands to the said *Mary Wilhelmina Upton* in case she should survive the said *John Eden Spalding*, during all the Years and Days of her Life, payable by equal quarterly Payments in manner therein mentioned, and subject also to the Power which he the said *John Eden Spalding* thereby reserved to himself of granting a Jointure not exceeding Eight hundred Pounds *per Annum*, payable out of the Lands and Estate above conveyed, to any Wife whom he might marry in the event of his surviving the said *Mary Wilhelmina Upton*, if there should be a Son or Sons or Issue of a Son existing at that Time of the said intended Marriage, and if there should be no Son or Issue of a Son existing at that Time of the said intended Marriage, then subject to this Condition and Declaration, that the Fee of the said Lands and Estate thereby disposed should revert to the said *John Eden Spalding*, and he should thenceforth have the same Power over the same which he had before executing the said Disposition, and he thereby bound and obliged himself, his Heirs and Successors, to execute and deliver all such further and other Conveyance or Conveyances, Assurance or Assurances in the Law whatsoever, containing a full and complete Description of the said Lands and Estate thereby conveyed, for the Purpose of completing the Title thereto, in such Manner as to limit and restrict his Right and Interest therein to a Life Interest, and to secure the Succession to the said Lands and Estate to the Heirs Male of the said intended Marriage, and the
Heirs

Spalding's Estate.

Heirs whatsoever of their Bodies, whom failing such Person or Persons as he should nominate and appoint by any Instrument in Writing executed by him at any Time in his Life and even on Death-bed, and failing such Nomination then to his own nearest Heirs and Assignees whatsoever; and by which Disposition the said *John Eden Spalding* bound and obliged himself, his Heirs and Successors, to infest and seise Trustees in the said Lands and Estate, in order to secure the regular Payment of the said Jointure of One thousand five hundred Pounds *per Annum* to the said *Mary Wilhelmina Upton* in case she should survive him at the Time specified in the said Disposition; and by the said Disposition it is also provided, that notwithstanding such Infestment in Security, and the said Disposition of the said Lands and Estate, it should and might be lawful, and Power was thereby reserved to the said *John Eden Spalding*, to sell and dispose of the said Lands and Estate or any Part thereof, with the Consent of the Trustees or Trustee of the said Indenture of Settlement (being the Indenture of Settlement firstly before stated), signified in Writing, whose Receipts for the Purchase Money should be effectual Discharges for the same, with Directions for the Re-investment of such Money: And whereas by a Supplementary Disposition, of Date the Twenty-second Day of *May* One thousand eight hundred and thirty-four, the said *John Eden Spalding*, in supplement of the Disposition already granted by him as aforesaid, and in implement *pro tanto* of the Obligation therein contained, with and under the Declarations, Provisions, and Reservations, Powers, and Faculties therein specified, disposed, conveyed, and made over to and in favour of himself in Liferent during all the Years and Days of his Life, for his Liferent Use only during the Subsistence of the said Marriage, and thereafter, if there should be Issue Male of the said Marriage, during all the Years and Days of his Life so long as such Issue Male should be in existence, and after his Death to and in favour of any Son or Sons whom he might have by the said Marriage, in the Order of Succession established by Law, and the Heirs whatsoever of their Bodies, whom failing such Person or Persons as he should nominate and appoint by any Instrument in Writing duly executed by him at any Time in his Life and even on Death-bed, and failing such Nomination, then to his own nearest Heirs and Assignees whatsoever, all and whole the Lands of *Holm* and other Lands and Estates in the Stewartry of *Kirkcudbright* of him the said *John Eden Spalding*, particularly described in the now-stating Deed of Disposition, reserving to himself Power to grant, not only the Jointure stipulated for his said Wife, but also a Jointure not exceeding Eight hundred Pounds *per Annum* for an after-taken Wife, and declaring that if there should be no Son or Issue of a Son existing of the present Marriage at the Dissolution thereof by the Death of the said *John Eden Spalding's* said present Wife, or in case all such Issue should predecease the said *John Eden*

Supplementary Disposition, dated 22d May 1834.

Spalding's Estate.

Eden Spalding, then the Fee of the said whole Lands and Estate thereby disposed should revert to him, and he should thenceforth have the same Power over the same which he had before executing the said Disposition, and further providing and declaring, that notwithstanding the Infestment in favour of the Trustees of the said *Mary Wilhelmina Upton* or *Spalding* in security of her said Jointure, and the Disposition of the said Lands and Estate now in recital, it should and might be lawful for the said *John Eden Spalding* to sell and dispose of the said Lands and Estate or any Part thereof, with the Consent of the Trustees or Trustee for the Time being acting under the said Indenture or Settlement dated the Eighteenth Day of *August* One thousand eight hundred and thirty-one, signified in Writing, whose Receipts in Writing for the Purchase Money were to be an effectual Discharge for the same, and which Trustees or Trustee were or was to lay out the Money to be got by the Sale thereof, with the Consent in Writing of the said *John Eden Spalding*, and with the Consent of the said *Mary Wilhelmina Upton*, or the Survivor of them, or in case of the Death of both of them then at the Discretion of the Trustees or Trustee, in the Purchase of another Real Estate or other Real Estates in *Scotland* or in *England* or *Wales*, and until such Purchase or Purchases should be made to invest the Money to arise by such Sale in Government or Real Securities in the United Kingdom, in the Names or Name of the Trustees or Trustee; provided nevertheless, that all Monies so to be invested and any Purchase so to be made should be subject to the Uses and Purposes for which the said Lands and Estate were thereby disposed by him, but the Purchasers, Borrowers, or others transacting with the said Trustees or Trustee should have no Concern with the Conditions of the said Supplementary Disposition, but should be fully exonerated by their or his or her Deed or Writing, as the said Supplementary Disposition, containing an Obligation to infest, a Procuratory of Resignation, a Precept of Sasine, and sundry other usual Clauses, more fully bears; and by virtue of the Precept of Sasine contained in the said Supplementary Disposition the said *John Eden Spalding*, and the Heirs called by the said last-mentioned Disposition, were duly infest and seised, conform to Instrument of Sasine in their Favour bearing Date the Twenty-ninth Day of *May* One thousand eight hundred and thirty-four, and registered in the General Register of Sasines at *Edinburgh* the Third Day of *June* thereafter: And whereas by a Heritable Bond of Provision, of Date the said Twenty-second Day of *May* One thousand eight hundred and thirty-four, the said *John Eden Spalding*, upon the Recitals therein contained, in Supplement of the Dispositions previously granted by him and in Implement of the Agreement contained in the said Marriage Settlement, bound and obliged himself and his Heirs succeeding to him in the Lands and Estate, before described, and his Successors

Heritable
Bond of Pro-
vision, dated
22d May
1834, and
Infestment
thereon.

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Spalding's Estate.

sors whomsoever therein, to make Payment out of the Rents and Proceeds thereof to the said *Frederick William Earl Jermyn*, Lord *William John Frederick Powlett*, *Henry Eden*, and *William Edward Fitzmaurice*, and the Survivors or Survivor of them, and the Heirs or Administrators of such Survivor, in Trust for the Use and Behoof of the said *Mary Wilhelmina* the Wife of the said *John Eden Spalding*, in case she should survive him, during all the Years and Days of her Life after his Decease, of a yearly Jointure of One thousand five hundred Pounds *per Annum*, free of all Burdens and Deductions whatsoever, payable by equal quarterly Payments at the Days therein mentioned from and after the Decease of the said *John Eden Spalding*, with Seventy-five Pounds of liquidated Penalty for each Term's Failure in case of not-punctual Payment of the said Jointure, and the due and legal Interest of the said Jointure, from the respective Dates of Payment thereof during the Not-payment of the same; and for further Security and more certain Payment of the said Jointure allenary, he the said *John Eden Spalding* bound and obliged himself and his foresaids duly and validly to infest and seise the said *Frederick William Earl Jermyn*, Lord *William John Frederick Powlett*, *Henry Eden*, and *William Edward Fitzmaurice*, and the Survivors and Survivor of them, and the Heirs and Administrators of such Survivor, as Trustees for the Use and Behoof of the said *Mary Wilhelmina Upton* otherwise *Spalding*, in all and whole a Liferent Annuity or annual Rent of One thousand five hundred Pounds Sterling, free of all Burdens and Deductions whatsoever, to be uplifted and taken as in Security and *in solutum* of said Jointure, by the Proportions, at the Dates, and with Interest and Penalties as before specified, beginning the First Payment thereof at the first of those Dates that should happen after the Decease of the said *John Eden Spalding*, forth of all and whole the Lands of *Holm* and the other Lands and Estate herein-before mentioned, and by the said Heritable Bond Power of Sale was reserved to the said *John Eden Spalding* of the said Lands and Estate, with such Consent as therein mentioned, with Provisions respecting the Re-investment of the Purchase Money, in virtue of which Heritable Bond, and Precept of Sasine therein contained, the said Trustees were duly infest and seised in the said Lands and Estate, conform to Instrument of Sasine in their Favour bearing Date the Twenty-ninth Day of *May* in the said Year One thousand eight hundred and thirty-four, and registered in the General Register of Sasines at *Edinburgh* the Third Day of *June* thereafter: And whereas by Bond and Disposition in Security bearing Date the Fourth Day of *August* One thousand eight hundred and thirty-eight, the said *John Eden Spalding*, in consideration of certain Sums of Stock advanced and transferred to him by the Trustees acting in the Execution of the Trusts of the Settlement made previous to the Marriage of *John Spalding* Esquire, his Father, and *Mary Ann Eden*, now
Baroness

Bond and
Disposition
in Security,
dated
4th Aug.
1838, and
Infestment
thereon.

Spalding's Estate.

Baroness *Brougham and Vaux*, his Mother, which had been standing in the Names of the said Trustees, and set apart for securing an Annuity of One thousand five hundred Pounds to his said Mother, and to which the said *John Eden Spalding* was entitled absolutely in reversion, subject to the Payment of the said Annuity, bound and obliged himself, his Heirs, Executors, and Successors, to make Payment to *William Brougham, Andrew Colvile, Sir Graham Moore* (since deceased), and *Arthur Eden*, therein all described, and the Survivors and Survivor of them, and to the Heir Male in Heritage of the Survivor of them, as Trustees for the Purposes therein-after mentioned, and to the Assignees whomsoever of the said Trustees, of a free Annuity or clear yearly Sum of One thousand seven hundred Pounds, without any Deduction or Abatement whatsoever, during the joint Lives of his said Mother and him the said *John Eden Spalding*, at the Place, by the half-yearly Payments, and with Penalty and Interest, all as expressed in the said Bond and Disposition in Security, but in trust always and to be applied in the first place for Payment of the yearly Premiums upon the Policies of Assurance on his Life to be effected as therein mentioned, in the second place for Payment to his said Mother of the said Jointure or Annuity of One thousand five hundred Pounds, or such Portion thereof as should remain after applying in Payment thereof the Dividends and Profits of the Sum therein mentioned, being the Residue of the Funds then subject to the Trusts of the Marriage Settlement between his said Father and Mother, and the Remainder thereof to be paid to the said *John Eden Spalding*, his Executors, Administrators, and Assigns, and for the said Trustees their further Security and more sure Payment of the foresaid Annuity, with Penalty and Interest as aforesaid, the said *John Eden Spalding* disposed to and in favour of the said *William Brougham, Andrew Colvile, Sir Graham Moore, and Arthur Eden*, and the Survivors and Survivor of them, or the Heir Male of the Survivor, as Trustees, and to their Assignees whomsoever, as therein mentioned, all and whole his Lands and Estate of *Holm* and others therein particularly described, together with all his Right, Title, and Interest therein, and that for and in Real Security, to the said Trustees and their foresaids, of the foresaid Annuity of One thousand seven hundred Pounds payable during the joint Lives of his said Mother and him, declaring that the said Disposition in Security and Infeftment to follow thereon should affect the Lands and Estate thereby disposed only during his Life, and should carry and affect such Rents and Profits thereof only as should become legally due or payable during his Life, and that immediately upon his Death the said Disposition in Security and Infeftment to follow thereon should, in regard to the said Lands and Estate, and all future Rents and Profits not then legally due or payable, become *ipso facto* null and void, in virtue of which said Bond and Disposition in Security, and the Precept of Sasine therein contained, the said *Wil-*
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Spalding's Estate.

Trust Disposition, dated 15th Feb. 1844, and Infestment thereon.

liam Brougham, Andrew Colvile, Sir Graham Moore, and Arthur Eden, as Trustees foresaid, and their foresaids, were duly infest in the said Lands and others, in security of the foresaid Annuity of One thousand seven hundred Pounds, during the joint Lives of his said Mother and him, conform to Instrument of Sasine dated the Twenty-ninth Day of *September* and registered in the General Register of Sasines the First Day of *October* One thousand eight hundred and thirty-eight: And whereas by a Trust Disposition bearing Date the Fifteenth Day of *February* One thousand eight hundred and forty-four, after reciting the said Indenture of Settlement, and the aforesaid Dispositions and Bonds of the Years One thousand eight hundred and thirty-one, One thousand eight hundred and thirty-four, and One thousand eight hundred and thirty-eight, and further reciting that the said *John Eden Spalding* had borrowed certain Sums of Money upon the Security of his Life Interest in the Trust Funds herein-before mentioned or referred to, as the same then stood subject to the Trusts specified and contained in his said recited Marriage Settlement, and also upon the Security of his Life Interest in the said Lands and Estate of *Holm* and others; and had contracted other Debts, by reason whereof and the high Rate of Interest and other Charges payable in respect to such Debts his Affairs had become embarrassed, and after other Recitals, and reciting that the said *John Eden Spalding* had, by Bond and Disposition in Security granted by him on the Fifteenth Day of *February* One thousand eight hundred and forty-four to and in favour of Sir *William Martins* Knight, burdened the said Lands and Estate of *Holm* and others, under the Provisions and Declarations therein contained, with the Payment to the said Sir *William Martins*, his Heirs, Assigns, or Successors whomsoever, of the Sum of Eight thousand Pounds, with Penalty and Interest, as therein mentioned, the said *John Eden Spalding* by the said Trust Disposition aliened and disposed to *George Frederick Upton, Arthur Upton, and Leonard Edmunds*, therein described, all his Right and Interest in the said *Holm* Estate, upon Trust, subject as aforesaid, and to preferable Burdens, that the surplus Rents and the surplus Income of the Sums of Ten thousand Pounds and Twelve thousand two hundred and twelve Pounds Five Shillings and Ninepence Three *per Cent.* Consolidated Bank Annuities, assigned by an Indenture bearing even Date therewith, after Payment of the said yearly Sum of Three hundred Pounds to the said *Mary Wilhelmina Spalding* for her separate Use, should be treated as One and the same Trust Fund, whereout should be paid One Fourth of the Surplus to the said *John Eden Spalding*, as an inalienable Provision for him, and immediately after any Incumbrance or Charge thereof, in case the same should or but for this Provision would be payable to any Person other than himself, then the Trust for Payment of the said Portion of the said Fund should cease, and thenceforth the same Portion should be paid and applied on the

Trusts

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Trusts of the other Portion, and as to the remaining Portion in trust in the uncontrollable Discretion of the said Trustees, to apply the same to or for the Maintenance, Support, or Benefit of the said *John Eden Spalding* and *Mary Wilhelmina* his Wife, and all or any One or more of their Children, as the said Trustees should think proper; and the same Disposition contained a Power for the said *John Eden Spalding* to raise a further Sum of Three thousand Pounds on the Security of the said *Holm* Estate, and by virtue of which Trust Disposition, and Precept of Sasine therein contained, the said Trustees were duly infeft and seised in the said Lands and Estate of *Holm* and others, conform to Instrument of Sasine in their Favour dated the Eleventh Day of *March* One thousand eight hundred and forty-four, and registered in the General Register of Sasines at *Edinburgh* the Nineteenth Day of *March* and Year aforesaid: And whereas in the Year One thousand eight hundred and forty-six the said *John Eden Spalding*, having petitioned the Court of Bankruptcy for Relief, by virtue of the several Acts of Parliament in that Behalf, *Charles Bagley Uther* was appointed Assignee of his Property, in conjunction with *James Foster Groom* as Official Assignee: And whereas by an Act made and passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to enable* 9 & 10 Vict. c. 25.
John Eden Spalding, with the Consent of a Trustee, to lease the Mines and Minerals within the Lands of Holm, and other Lands and Estates in the Stewartry of Kirkcudbright, in Scotland, the Court of Session was empowered to appoint a Trustee for the Purposes of the Act, and the said *John Eden Spalding* was empowered, with the Consent of such Trustee, to grant Tacks of the Mines and Minerals within the said Lands and Estate: And whereas the said *John Eden Spalding*, being in the Year One thousand eight hundred and forty-five indebted to *John Houlditch*, then of *Harley Street* in the County of *Middlesex*, as Indorsee of a certain Promissory Note made by the said *John Eden Spalding* for the Sum of Two thousand six hundred and thirteen Pounds Ten Shillings, dated the Eleventh Day of *December* One thousand eight hundred and forty-four, and payable One Month after such Date, and also upon a Judgment duly entered up against the said *John Eden Spalding*, at the Suit of the said *John Houlditch*, in the Court of Common Pleas, on the Twenty-first Day of *May* One thousand eight hundred and forty-five, for the Sum of Two thousand six hundred and sixty-seven Pounds Eight Shillings the said *John Houlditch* in the Month of *July* One thousand eight hundred and forty-five commenced an Action by Summons of Adjudication in the Court of Session in *Scotland* against the said *John Eden Spalding*, and thereby sought that all the Lands and Estate of *Holm* in the Stewartry of *Kirkcudbright* alleged by him to belong to the said *John Eden Spalding* should be adjudged and made liable for the Payment and Satisfaction of the said

Summons of Adjudication in Scotland by John Houlditch against J. E. Spalding.

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Spalding's Estate.

Defences put
in thereto.

Interlocutors
of the Lord
Ordinary
therein.

Interlocutor
on Appeal to
the First
Division of
the Court of
Session.

Sum of Two thousand six hundred and thirteen Pounds Ten Shillings with Interest thereon from the Fourteenth Day of *January* One thousand eight hundred and forty-five, and after the said Summons had been executed the said *John Houlditch* the Pursuer departed this Life, (that is to say,) in the Month of *December* One thousand eight hundred and forty-five, having made his last Will and Testament in Writing dated the Twentieth Day of *December* One thousand eight hundred and forty-five, whereby he appointed *James Malloch* and *Joseph Moore* Executors, who duly proved the same in the Prerogative Court of *Canterbury* on the Sixth Day of *February* One thousand eight hundred and forty-six, and thereupon the said *James Malloch* and *Joseph Moore* were, under an Interlocutor of Lord *Robertson* (Ordinary) dated the Tenth Day of *March* One thousand eight hundred and forty-six, substituted as Parties in the said Action in the Room and Place of the said *John Houlditch*: And whereas the said *John Eden Spalding* and his eldest Son *John Henry Upton Spalding* appeared and put in Defences to the said Action, to the Effect that by virtue of a certain Ante-nuptial Contract, and the said Disposition bearing Date the Eighteenth Day of *August* One thousand eight hundred and thirty-one, and the said Supplementary and Special Disposition in furtherance thereof, dated the Twenty-second Day of *May* One thousand eight hundred and thirty-four, and of the Sasine in pursuance thereof, bearing Date the Twenty-ninth of *May* One thousand eight hundred and thirty-four, the Lands sought to be adjudged were not the Property of the said *John Eden Spalding*, but belonged to the said *John Henry Upton Spalding*, or that at least any Decreet of Adjudication which might be issued ought to be limited to the said *John Eden Spalding's* Liferent, the Fee of the Lands being in the said *John Henry Upton Spalding*, or in the said *John Eden Spalding*, as Trustee or Fiduciary Fiar for his Behoof: And whereas the said *James Malloch* died in the Month of *October* One thousand eight hundred and forty-six, and by certain Interlocutors, pronounced in the said Action by Lord *Robertson* (Ordinary) on the Seventeenth Day of *March* and the Fourth Day of *December*, both in the Year One thousand eight hundred and forty-six the said Defences were overruled, and the Court found that the Fee of the said Estate stood vested in the said *John Eden Spalding*, and was liable to be adjudged for his Debts, and the Court therefore adjudged in Terms of the said Summons, with Costs: And whereas the said *John Eden Spalding* afterwards presented a Reclaiming Note to the First Division of the said Court of Session against the said Interlocutors, and by an Interlocutor pronounced on the Tenth Day of *June* One thousand eight hundred and forty-seven in advising the said Reclaiming Note, such Reclaiming Note was refused, and the said Interlocutors submitted to Review were adhered to, with Costs, and the Court directed the Decree thereby made to go out and be
extracted

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extracted in the Name of the said *Joseph Moore*, as then the sole surviving Executor of the original Pursuer: And whereas the said *John Eden Spalding* and *John Henry Upton Spalding*, having been advised by Counsel that the said Interlocutors were erroneous, presented their Petition of Appeal to the House of Lords against the same, but such Appeal was not prosecuted to a Hearing in consequence of the Claim of the said *Joseph Moore* the Respondent having been compromised as next herein-after stated: And whereas by a Deed dated the Thirtieth Day of *November* One thousand eight hundred and forty-eight, and made between the said *Joseph Moore* of the First Part, the said *John Eden Spalding* of the Second Part, and the said *Frederick William Earl Jermyn*, Lord *William John Frederick Powlett*, *Henry Eden*, and *William Edward Fitzmaurice* of the Third Part, after reciting the said Proceedings in the Court of Session to the Effect herein-before stated, and that after the said Interlocutor of the Tenth Day of *June* One thousand eight hundred and forty-seven was pronounced the said *John Eden Spalding* offered to pay to the said *Joseph Moore* the Sum of Two thousand Pounds as a Compromise and in full Discharge of all Claims of the Representatives of the said *John Houlditch* deceased under or by virtue of the said Note and Judgment and of the said Interlocutors, or otherwise, against the said *John Eden Spalding* or his Estate and Effects, or the said Lands and Estate of *Holm*, and that the Judgment so entered up in *England*, and the Judgment or Adjudication so obtained by the said *Joseph Moore* in *Scotland* as aforesaid, and all other Securities for the said Debt, should be assigned and disposed to the said *John Eden Spalding*, or as he should direct, and after other Recitals showing that the High Court of Chancery directed that the said Offer of Compromise should be accepted, it was witnessed, that in consideration of the Payment of the said Sum of Two thousand Pounds to the said *Joseph Moore*, in manner therein mentioned, he the said *Joseph Moore*, with the Consent and Approbation of the said *John Eden Spalding*, assigned, and the said *John Eden Spalding* assigned and confirmed, unto the said Parties thereto of the Third Part, their Executors, Administrators, and Assigns, the said Principal Sum of Two thousand six hundred and thirteen Pounds Ten Shillings, together with the Interest thereon from the Fourteenth Day of *January* One thousand eight hundred and forty-five, and all Interest thereafter to accrue upon the said Principal Sum or any Part thereof, and all other the Sum and Sums of Money, Claims, and Demands which was or were or should or might be or become payable to or recoverable by the said *Joseph Moore*, or other the Representative or Representatives of the said *John Houlditch* as aforesaid, to hold the Premises thereby assigned unto the said Parties thereto of the Third Part, their Executors, Administrators, and Assigns, to and for their own absolute Use and Benefit, subject, however, to such Abatement or Reduction for the Benefit of the said Lands and Estate

Petition of Appeal to the House of Lords.

Assignment of Houlditch's Debt, dated 30th Nov. 1848.

of

Spalding's Estate.

New Sasine.

of *Holm* as would in effect lessen or limit the Amount of Monies recoverable under or by virtue of the Indenture now in recital to the Sum of Two thousand Pounds and Interest thereon at the Rate of Five Pounds *per Cent. per Annum* from the Day of the Date thereof, and such Costs and Expenses as might be incurred in obtaining Payment of the said Principal Money and Interest; and it was further witnessed, that for the Consideration aforesaid the said *John Eden Spalding*, for himself, his Heirs, Executors, and Administrators, thereby covenanted with the said Parties thereto of the Third Part, their Executors, Administrators, and Assigns, for Payment to them of the said Sum of Two thousand Pounds, and Interest thereon at the Rate of Five Pounds *per Cent. per Annum*: And whereas after the said Interlocutors had been pronounced as aforesaid a new Sasine was, on behalf of the said *John Henry Upton Spalding*, taken of the said Lands and Estate upon the said Disposition of the Twenty-second Day of *May* One thousand eight hundred and thirty-four, with a view to correct the Error or supposed Error committed in taking the former Sasine thereon as aforesaid, which Sasine is registered in the General Register of Sasines, Eleventh of *February* One thousand eight hundred and forty-eight, but Difference of Opinion may be entertained whether such Second Sasine would be effectual against the Creditors of the said *John Eden Spalding*: And whereas the said *John Eden Spalding* has contracted Debts to a large Amount, and which are still due, to the Amount of Twenty-five thousand Pounds or thereabouts: And whereas the Male Issue of the said Marriage of the said *John Eden Spalding* with the said *Mary Wilhelmina* his Wife are the said *John Henry Upton Spalding* their eldest Son and *Augustus Frederick Montagu Spalding*, and they have also Issue One Daughter, namely, *Helen Mary Spalding*, all of whom are Infants under the Age of Twenty-one Years, and there is no other Issue of the said Marriage: And whereas in consequence of the Decisions of the Court of Session herein-before stated, not only is the said *Mary Wilhelmina Spalding* liable to be deprived of the Provisions intended to be provided for her as aforesaid, but also the said *John Henry Upton Spalding* and all succeeding Heirs who would otherwise have been entitled to succeed the said *John Eden Spalding* in the said Lands and Estate, free from all Debts and Incumbrances of the said *John Eden Spalding*, may, either to a great Extent or altogether, be deprived of the Provisions intended for him and them by the said Deeds of Disposition of the Eighteenth Day of *August* One thousand eight hundred and thirty-one and the Twenty-second Day of *May* One thousand eight hundred and thirty-four, and the said Lands and Estate be liable to be adjudged by the Creditors of the said *John Eden Spalding* for the Payment of what is or may be due to them, with the Accumulations and Penalties allowed by Law in such Cases, and the said Lands and Estate or a great Part thereof evicted, to the great Hurt and Prejudice of the said *John Henry*

Spalding's Estate.

Henry Upton Spalding and all the other Heirs, and the said *John Henry Upton Spalding* not being entitled under the Trusts of the Indenture of Settlement firstly before stated to participate in the Stocks, Funds, and Securities thereby settled, he may altogether be without any Provision: And whereas the said *John Eden Spalding* has no other Lands or Estates except the Lands and Estate of *Holm* and other the Lands and Estate in the Stewartry of *Kirkcudbright*: And whereas the said *John Eden Spalding* is desirous of making Provision for the Payment of his Debts, and of making a Provision for his eldest Son and other Heirs, in conformity with the Deeds of Disposition aforesaid, and for the Payment of the said Jointure of One thousand five hundred Pounds *per Annum* to the said *Mary Wilhelmina* his Wife: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Eden Spalding* and *Mary Wilhelmina* his Wife, as well on behalf of themselves as of their infant Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by Authority of the same, as follows; *viz.*

I. That from and after the passing of this Act it shall be lawful for the Judges of the Court of Session in *Scotland* for the Time being, in either of the Divisions thereof, and they are hereby authorized and required, from Time to Time, upon a Petition or Petitions to be presented to the said Court in either Division thereof by or on behalf of the said *John Eden Spalding*, and after his Decease then by or on behalf of the said *John Henry Upton Spalding* or any other Heir for the Time being entitled or claiming to be entitled in possession, by virtue of the Deeds of Disposition herein-before stated, to the said Lands and Estates disposed and secured or intended to have been disposed and secured as aforesaid, and the Tutors and Curators of the said *John Henry Upton Spalding* during his Minority, or in case of his Decease the Tutors and Curators of any other such Heir, being a Minor, and after due Notice of such Petition shall have been given to all concerned, in such Manner as the said Court shall direct, and after hearing all Parties who may appear for their Interest, to inquire into and take an Account or Accounts of the Debts of the said *John Eden Spalding* which were incurred by him prior to the passing of this Act, and which still remain due and unpaid, and of the Interest which has become due or may become due thereon, and an Account of the Costs, Charges, and Expenses incurred in or incidental to the passing of this Act, and after having fixed and ascertained the Extent and Amount of such Debts, with the Interest due thereupon, by Interlocutors or Judgments of the said Court, upon a Petition or Petitions to be presented as aforesaid by or on behalf of the said *John Eden Spalding*, and after

Court of Session authorized to take an Account of *J. E. Spalding's Debts;*

and thereupon to sell a Part of the *Holm Estate*, for Payment of such Debts and all Expenses;

[*Private.*]

Spalding's Estate.

and to take
all necessary
Proceedings
in that Be-
half.

his Decease then by or on behalf of the said *John Henry Upton Spalding* or any other Heir for the Time being entitled or claiming to be entitled in possession as aforesaid, and the Tutors and Curators of the said *John Henry Upton Spalding* during his Minority, and after his Decease of any other such Heir, being a Minor, from Time to Time, as such Petition or Petitions shall be presented, to order and direct that the said Lands and Estate of *Holm* and other Lands and Estate in the Stewartry of *Kirkcudbright*, a Particular of which is annexed to this Act by way of Schedule, or such Part or Parts thereof; with the Teinds, and whole Parts, Pendicles, and Pertinents thereof, as shall in such Petition or Petitions be from Time to Time mentioned and described, and as shall by the said Judges be deemed not more than sufficient for the Payment of the Debts of which an Account is directed to be taken as aforesaid, and the Interest thereof, and the necessary Charges for obtaining this Act and the Proceedings to be had in the Execution thereof, shall be from Time to Time sold, alienated, or disposed, either by way of absolute Sale or in Security, or partly by way of Sale and partly in Security, but subject and without Prejudice to the aforesaid Bond and Disposition in Security of the Fourth Day of *August* One thousand eight hundred and thirty-eight, and the Infestment thereon, and any other existing Disposition, Charge or Charges, Incumbrance or Incumbrances, upon or affecting the said Lands or Estate, or the Life-rent therein of the said *John Eden Spalding*, and without Prejudice to such Tack or Tacks, if any, as shall have been granted pursuant to the said Act of Parliament in that Behalf, and be subsisting and in force; and for carrying into execution the Purposes aforesaid the Judges of the said Court of Session in either of the Divisions thereof shall be and are hereby authorized and required to take Proofs of the Rental and Value of the said Lands and Estate, or of such Parts or Portions thereof as shall or may be mentioned or described in any such Petition or Petitions as aforesaid, and the several Sums of Money at which the same, if intended to be sold, ought to be set up and offered for Sale, or if intended to be alienated and disposed in Security, the several Sums of Money for which the same ought to be so alienated and disposed, with Powers further to the said Judges from Time to Time to make Orders of Intimation for publishing any Sale of the said Lands and Estate, or of the several Parts and Portions thereof so intended to be sold, and to adjust the Conditions and Articles of the said Sale of the Lands to be disposed of by way of absolute Sale, for the Purposes of this Act, either in whole or in such Parcels or Lots as may or shall to them the said Judges appear best calculated to answer the End in view, and to adjudge the said Lands and Estate, or such Parts and Portions of the same as shall or may be sold, to the several and respective Purchaser or Purchasers, when and as soon as the said Purchaser or Purchasers shall severally have completed their

respective

Spalding's Estate.

respective Purchases, by Payment or Consignation in manner herein directed of the full Price or Prices at or for which he or they shall or may have purchased the same, and to order Bond and Disposition in Security or Bonds and Dispositions in Security, in Terms of the Act Tenth and Eleventh *Victoria*, Chapter Fifty, to be granted, or, if necessary, to adjudge the said Lands and Estate, or such Parts or Portions thereof as shall be alienated in Security, to the several and respective Person or Persons who shall advance Money by way of Loan on Security thereof, when and so soon as such Person or Persons shall have paid or consigned in manner herein directed the full Sum or Sums of Money which he or they shall or may have agreed to pay or advance on Security of the same.

II. That all such Money as aforesaid, whether arising on Sale or Loan, shall be paid, consigned, or deposited to or with the Treasurer of the Bank of *Scotland*, or the Cashier of the Royal Bank of *Scotland*, or Manager of the Bank of the *British* Linen Company of *Scotland*, or any of them to whom the Judges of the said Court of Session may order Payment or Consignation to be made, without Fee or Reward, to be placed to an Account to be raised in the Books of One or other of the said Banks herein named, and which Money shall, when so paid in, produce the highest Interest that can be obtained for the same, which Interest shall be annually accumulated and added to the Principal Sum itself, to carry Interest together until applied by a Warrant or Warrants of the Court for the Purposes of this Act; and in general it shall be lawful for the Judges of the said Court to pronounce such Interlocutors or Interlocutor, and to order and hold all such other and further Proceedings, as to them the said Judges of the said Court shall appear to be necessary for carrying this Act effectually into execution.

Interim
Investment
of Monies.

General
Power to
Court of
Session.

III. That from and after the Allowance by the said Court of any Debt or Debts so contracted by the said *John Eden Spalding* as aforesaid, and in case such Debt or Debts shall not be paid or satisfied for the Space of Twelve Calendar Months next after such Allowance made thereof, then it shall and may be lawful to and for any Creditor or Creditors whose Debt or Debts shall amount together or separately to the Sum of One hundred Pounds or upwards, such Debt or Debts having been allowed as aforesaid, his, her, or their Executors, Administrators, or Assigns, from Time to Time to petition the said Court for the Sale of the said Lands and Estate, or of a sufficient Part thereof to raise a Sum equal to the Amount of the said Debt or Debts so allowed as aforesaid, and so respectively due to the Petitioner or Petitioners, and the Money so raised shall be applied in Payment of the said Debt or Debts, in like Manner as if such Petition or Petitions had been presented by the said *John Eden Spalding*, or, after his Decease, by the said

Liberty for
Creditors to
petition, on
Nonpayment
of their
Debts, after
Allowance.

Spalding's Estate.

said *John Henry Upton Spalding*, or such other Heir in possession of the said Lands and Estate as aforesaid, or by the Tutors or Curators of the said *John Henry Upton Spalding* during his Minority, or of any other Heir entitled to succeed, being a Minor; and the said Court shall thereon proceed in like Manner as herein-before mentioned: Provided always, that it shall not be competent to any such Creditor or Creditors to present any such Petition or Petitions until the Lapse of Twelve Calendar Months after a Requisition for Payment shall have been made by such Creditor or Creditors to the said *John Eden Spalding*, or the Heir for the Time being entitled as aforesaid, and which Requisition shall be held to be sufficient if made to the said *John Eden Spalding* or the said Heir personally, or if the same shall have been made at the Mansion House at *Holm* in the Stewartry of *Kirkcudbright*, in the Presence of a Notary Public or Two Witnesses.

Indemnity to
Purchasers.

IV. That the Person or Persons to whom, under the Authority of this Act, any Sale or any Bond and Disposition in Security shall be made, and his or their Heirs or Assignees, shall, by the Decrees of Sale, or Bond and Disposition in Security, and upon full Payment or Consignation of the Prices or Sums of Money for which he or they shall respectively become Purchaser or Purchasers, or which he or they shall pay or advance on Loan or Security, to such Person or Persons as he or they shall, by the Articles and Conditions of Sale or Terms of Loan, be bound to pay or consign such Price or Prices, Sum or Sums of Money, have good and undoubted Right to the Lands and others so to be purchased or disposed in Security in Fee Simple, but subject, as to such of them as shall be disposed in Security, to Redemption on Payment of the Principal Monies and Interest for securing which they shall be so disposed, freed and discharged from all the Debts and Deeds of the said *John Eden Spalding*, and freed from the Conditions of the said Deeds of Disposition executed by him, and every other Incumbrance, Defect of Title, or Ground of Eviction whatsoever, without Prejudice to such Tack or Tacks, if any, as shall have been granted pursuant to the said Act in that Behalf, and be subsisting or in force, and freed and secured against all Challenge or Ground of Eviction whatsoever at the Instance of the said *John Eden Spalding*, or by or on behalf of the said *John Henry Upton Spalding*, or any subsequent Heir who may succeed under the aforesaid Deeds of Disposition to the said Lands and Estate, or any Creditor or Creditors of the said *John Eden Spalding*; and it shall and may be lawful to and for the said *John Eden Spalding*, and after his Decease to and for the said *John Henry Upton Spalding*, or any subsequent Heir in possession of and feudally vested in the said Lands and Estate for the Time being, and the said *John Eden Spalding*, or the said Heir, or the Tutors or Curators of such Heir if such Heir shall be under Twenty-one Years of Age, is and are hereby ordered

and

Spalding's Estate.

and required to execute and deliver, under the Authority of the Judges of the said Court of Session in either of the Divisions thereof, in case the same shall be thought necessary and proper, good and effectual Dispositions and Conveyances (containing Procuratories of Resignation, Precepts of Sasine, and all other usual and necessary Clauses,) of the said Lands and Estate, or of such Parts and Portions thereof as shall or may be sold, in favour of the Purchaser or Purchasers thereof, his or their Heirs or Assignees, or Bond and Disposition in Security, or Bonds and Dispositions in Security, in Terms of the said Act, as the Case may require, in favour of the Person or Persons who shall lend or advance Money on Security thereof, his or their Heirs or Assignees.

V. That the Money which shall arise by Sale or by Disposition in Security as aforesaid shall be from Time to Time applied, under the Direction of the said Court, after Payment of the Costs, Charges, and Expenses preparatory and incident to such Sale or Disposition, and such other Costs, Charges, and Expenses as the said Judges shall decree to be paid thereout, in discharging such of the Debts and Liabilities of the said *John Eden Spalding* incurred before the passing of this Act, and the Interest due thereupon, to be ascertained in manner aforesaid, as shall be specified in the Petition or Petitions requiring such Sale or other Disposition; and the said Court shall issue their Warrants or Decrees for the Payment thereof, and for paying the Expenses of this Act, and the necessary Charges of the Proceedings, all and every Person or Persons, upon receiving Payment of such Debts, Expenses, or Charges, being obliged to execute a Discharge of his Debt or Claim; and such several Discharges shall all be registered in the Books of Session or Record of Sasines, if requisite; and the said Creditors and others, upon so receiving Payment of their several Debts or Claims, and granting Discharges thereof, as herein provided, shall not be subject or liable to any Claim of Repetition at the Instance of the said *John Eden Spalding* or of the said *John Henry Upton Spalding*, or any subsequent Heir of the said Lands and Estate, or of the Tutors and Curators of the said *John Henry Upton Spalding* or of the said Heirs, during their respective Minorities, or any of them, on any Ground whatever.

Money arising by Sale to be applied in Payment of J. E. Spalding's Debts.

VI. That in case a Surplus shall remain of the Monies arising from such Sale or Sales, or Bond and Disposition in Security, or Bonds and Dispositions in Security, as aforesaid, under the Authority of this Act, and the Interest thereof, after defraying the Expenses of passing this Act, and all the necessary Expenses which may be incurred in carrying the same into execution, and after Payment of all the Debts and Obligations of the said *John Eden Spalding*, to be ascertained in manner before directed, the Judges of the said Court

Surplus (if any) to be laid out in Lands;

[Private.]

4 a

of

Spalding's Estate.

and such
Land to be
settled to the
Uses of the
former Dis-
positions.

of Session in either of the Divisions thereof are hereby empowered and required to order and direct that the said Surplus shall be laid out and employed in the Purchase of other Lands and Hereditaments, which shall be settled and secured in the same Manner and subject to the same Uses and Purposes as the said Lands and Estate of *Holm* and other Estates in the Stewartry of *Kirkcudbright* were disposed and secured, or intended to be disposed and secured, by the said Deed of Disposition dated the Eighteenth Day of *August* One thousand eight hundred and thirty-one, the said Supplemental Deed of Disposition dated the Twenty-second Day of *May* One thousand eight hundred and thirty-four, the said Heritable Bond of Provision of even Date therewith, and the said Bond and Disposition in Security of the Fourth Day of *August* One thousand eight hundred and thirty-eight, and by virtue of the said Trust Disposition of the Fifteenth Day of *February* One thousand eight hundred and forty-four, in favour of the said *George Frederick Upton, Arthur Upton, and Leonard Edmunds*, (except so far as the Provisions thereof for Payment of Debts of the said *John Eden Spalding* shall have been fulfilled or become unnecessary by the Payment or Discharge of such Debts,) and by virtue of the said Indenture of the Thirtieth Day of *November* One thousand eight hundred and forty-eight, (except as to such Part of the Debt thereby assigned as shall have been discharged or be no longer raiseable,) and by virtue of the said Act of Parliament of the Ninth and Tenth Years of the Reign of Her said Majesty, or such and so many of the said Uses and Purposes as shall be capable of taking effect; and in the meantime, and until the Money shall be so applied, to direct and order that the same shall be paid into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company of Scotland*, subject to the Direction of the Court of Session in either of the Divisions thereof, at the highest Interest which can be got for the same; and the Interest arising from the Money so paid in shall annually accumulate, and be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Lands shall be found, to be limited in the Manner herein-before directed, and until, upon a Petition to be preferred to the said Court of Session in either of the Divisions thereof, in a summary Way, by the said *John Eden Spalding* or the said *John Henry Upton Spalding*, or any subsequent Heir entitled or claiming to be entitled in possession to the said Estate, the Money shall be ordered to be paid by the Treasurer of the Bank of *Scotland*, or the Cashier of the Royal Bank of *Scotland*, or the Manager of the Bank of the *British Linen Company of Scotland*, for completing the said Purchase in such Manner as the said Court shall direct.

Interim In-
vestment of
any Surplus.

Sasine of
Feb. 1848
to be valid.

VII. That the said Sasine of the Eleventh of *February* One thousand eight hundred and forty-eight shall be deemed and is hereby declared
to

Spalding's Estate.

to be a valid Sasine in the Fee of the said Lands of *Holm* and others in favour of the said *John Henry Upton Spalding* as from the Date of this Act; and further, that the Fee of the said Lands shall not be liable to be burdened with or affected by the Debts or Deeds of the said *John Eden Spalding*, contracted or done subsequent to the Date of this Act.

VIII. That the Costs and Charges of all Proceedings to be had in either of the Divisions of the Court of Session, in pursuance of the Powers given by this Act, shall be taxed and ascertained according to the Practice of the said Court.

Costs of the Proceedings to be taxed, &c.

IX. That it shall be lawful for the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Eighteenth Day of *August* One thousand eight hundred and thirty-one, firstly herein-before recited, to advance and lend, if they in their Discretion shall think fit so to do, all or any Part of the Trust Funds of such Settlement on Security of such Part or Parts of the said Lands and Estate as the said Judges shall order and direct to be disposed in Security to such Trustees or Trustee, under or by virtue of the Authority and Powers contained in this Act.

Power for the Trustees of the Settlement of 18th Aug. 1831 to lend the Trust Funds on Security of the Estate.

X. Provided always, That nothing in this Act contained shall prejudice or affect the existing Rights and Interests of the said *Charles Bagley Uther* and *James Foster Groom* as such Assignees as aforesaid, or any other of the present Creditor or Creditors of the said *John Eden Spalding*.

Existing Rights of Assignees of J. E. Spalding and of present Creditors not to be prejudiced.

XI. Saving and reserving unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic, Corporate, and Collegiate, his, her, or their Heirs, or Successors, Executors, Administrators, and Assigns, (other than and except the said *John Eden Spalding*, and the said *Mary Wilhelmina Spalding* and her Trustees, and the said *John Henry Upton Spalding* and any other Son or Sons begotten or to be hereafter begotten of the said Marriage, and the Heirs whatsoever of his or their Body or Bodies, and any Person or Persons whom the said *John Eden Spalding* has nominated or appointed or may hereafter nominate or appoint under the Power reserved to him in the said Disposition or Dispositions, and the Heirs and Assigns of the said *John Eden Spalding*,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Lands and Estate, as they or any of them had before the passing of this Act, or could or might have had if this Act had not been passed.

General Saving.

XII. That

Spalding's Estate.

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

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

Spalding's Estate.

The SCHEDULE to which the foregoing Act refers.

RENTAL of the ESTATE of HOLM and other Lands in the Stewartry of
KIRKCUDBRIGHT.

Name of Farm.	Name of Tenant.	Present yearly Rents.
Shirmers - - - -	William Cairns - - -	155 2 0
Cubbox - - - -	Walter Curlewis - - -	200 0 0
Blackhouse - - - -	Robert Kirn - - - -	30 0 0
Knocklea - - - -	John Tait - - - -	50 0 0
Hill - - - -	John Cuthbert - - -	135 0 0
Part of Knocklea and Plan- tation - - - -	Peter Gordon - - - -	21 10 0
Summerhill - - - -	John Armstrong - - -	50 0 0
Killochy - - - -	Gilbert McCormick - - -	141 0 0
Part of Hill - - - -	Robert Paterson - - -	8 0 0
Brae - - - -	Joseph Black - - - -	17 0 0
Auchreoch - - - -	Matthew Murdock - - -	36 0 0
Part of Auchreoch - - - -	James Morrison - - -	13 0 0
Tarwatletee - - - -	James Morgan - - - -	24 0 0
Upper Hardland - - - -	Robert Bell's Heirs - - -	107 10 0
Lower Hardland - - - -	John Clarkson - - - -	73 0 0
Waulkmill - - - -	John Lorimer - - - -	} 62 5 0
Walkershill & Barhill - - - -	Ditto - - - -	
Holm - - - -	Samuel Sibbald - - - -	300 0 0
Torwilkie - - - -	James Campbell - - - -	51 0 0
Grennan - - - -	Alexander McCormick - - -	340 4 0
Garstubbin - - - -	Let for Grass - - - -	30 0 0
Boutknoll - - - -	William Turner - - - -	41 0 0
Grennan Mill and Lands of } Mill Park - - - - }	Alexander Grierson - - -	} 24 0 0
	Ditto - - - -	
Kirkland - - - -	George Lorimer - - - -	100 0 0
Newfield and Part of Dalry Holm - - - -	William Callander - - -	171 14 0
Part of ditto - - - -	Robert McCormick - - -	63 0 0

[Private.]

Spalding's Estate.

Name of Farm.	Name of Tenant.	Present yearly Rents.
Brack Park - - -	James Douglas - - -	6 0 0
Hen Croft - - -	William Bryden - - -	14 0 0
Thin Rood Park - - -	John Good - - -	7 10 0
Tower - - -	William M. Morrice - - -	105 0 0
Trolane - - -	William McClunie - - -	68 0 0
Part of Garstubbin - - -	John Good - - -	18 15 0
Meins Park - - -	Thomas McKay - - -	4 10 0
Moat Park and Clauchanside	Mrs. McNaught - - -	9 0 0
W. Good's Park - - -	William Good - - -	3 0 0
<hr/>		
Name of Village.		
	William Good - - -	0 2 9
	Robert McCormick - - -	0 4 3
	John McTurk - - -	2 10 7
	Alexander Papple - - -	0 6 0
	Quintin Forrester - - -	0 2 4
	Alexander McNaught - - -	0 19 6
	Mrs. Newall - - -	0 6 3
	Mrs. Sloane - - -	0 12 2
	John McTurk - - -	0 10 1
	John McKie - - -	0 14 4
	Marion Wilson - - -	0 15 6
	James Foulds - - -	1 10 3
Dalry - - -	Will Smith - - -	0 1 0
	William G. Yorstown - - -	1 13 4
	John Bell - - -	0 8 0
	Dalry Kirk Session - - -	1 1 8
	Robt. McMillan - - -	0 1 0
	McCloud and McGill - - -	0 11 5
	John McCaul - - -	0 1 6
	Anthony Gordon - - -	0 7 11
	Will Murdock - - -	0 2 6
	Jas. Gordon - - -	1 0 1½
	I. McCormick's Trustees - - -	0 4 6
	John Gilchrist - - -	0 5 1½
	Heirs of Jean McMillan - - -	0 2 7½

Spalding's Estate.

Name of Village.	Name of Tenant.	Present yearly Rents.
Dalry (continued).	Heirs of Cutlar Wood - -	0 7 6½
	Do. of W. McMillan - -	0 16 8
	Do. of Dr. Douglas - -	3 16 8
	Jas. McQueen and W. Sproat -	0 6 2½
	Heirs of Alex. Good - -	0 14 1
	James McHill - - -	0 3 5½
	James Clement - - -	0 6 3½
	Adam Forrester - - -	0 6 8
	James Barbour - - -	0 6 0
	Heirs of Mary McGuffog - -	0 4 8
	Mrs. Foulds - - -	0 7 9½
	Jean Kerr - - -	0 2 5½
	J. and And. Bell - - -	0 3 0½
	Heirs of Ro. Pearson - - -	0 6 9½
	Wm. Good - - -	0 5 2
	Wm. Foulds - - -	0 5 0
	Jas. McMichael - - -	0 9 0
	Wm. Douglas - - -	0 5 5
	Widow Foulds - - -	0 2 8½
	James Corson - - -	0 5 1
Mrs. Bowman - - -	2 3 6½	
James Good - - -	0 7 10	
Will McLellan - - -	0 16 0	
John Bryden - - -	0 9 6	
James Campbell - - -	0 3 0	
James Douglas - - -	0 11 2	
W. Smith (Old School) - -	0 1 6	
Balmaclellan (continued).	Joseph Black - - -	0 15 0
	John McBoyde - - -	0 5 6
	Robert Waugh - - -	0 8 2
	John McKay (House) - -	0 10 0
	James McQueen - - -	0 7 0
	James McKie (House) - -	0 10 0
Wm. McKay - - -	3 0 0	
James Murdoch - - -	0 15 0	

Spalding's Estate.

Name of Village.	Name of Tenant.	Present yearly Rents.
Balmaclellan (continued.)	Marion Sloan (House) - - -	} 3 10 0
	Do. (Shop) - - -	
	Joseph Black - - -	0 3 6
	Robt. McKie - - -	0 9 0
	H. Quig (Old Schoolhouse) -	2 0 0
	Mr. Johnston's House - - -	5 0 0
	Toll House - - -	1 0 0
	Spalding Arms Inn - - -	40 0 0
	Garple Cottage - - -	4 10 0
	Peter Gordon (House) - - -	2 10 0
	Jane Morrison - - -	1 10 0
	James Lorimer - - -	4 10 0
	John Chartres - - -	2 7 0
	W. Clement - - -	2 0 0
Shooting. - - -	20 0 0	
	£ 2,605 8 1½	

LONDON:

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