



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. 3.

An Act to empower *John Douglas Edward Henry Duke of Argyll* to charge the Dukedom and Estate of *Argyll* with certain Provisions to the Marchioness of *Lorne*, and to the younger Children of the Marriage between her and the Marquis of *Lorne*. [30th June 1845.]

WHEREAS by a Contract of Marriage, bearing Date the Thirtieth Day of *December* One thousand seven hundred and one, recorded in the Register of Tailzies the Fifth Day of *January* One thousand seven hundred and forty, entered into between *Archibald* then Duke of *Argyll* and *John* Marquis of *Lorne* his eldest Son and Heir Apparent, on the one Part, and *Thomas Brown* of the Parish of *Saint Ann's, Westminster*, Esquire, and *Mary Brown* his Daughter, on the other Part, in virtue of which the Earldom of *Argyll*, with all and sundry other Baronies, Manors, Lands, Teinds, Tenements, Hereditaments, Advocations, Donations, and Rights of Patronage, Heritable Offices, and others whatsoever, then in the Possession of and pertaining and belonging heritably to the said *Archibald* Duke of *Argyll* or whereunto he had Right as representing *Archibald* Earl of *Argyll*, his Father, or in any other manner of way, within the Kingdom of *Scotland*, were resigned to and in favour of the said *John* Marquis of *Lorne*, and the Heirs Male to be procreated by him upon the Body of the said *Mary Brown*; whom failing, in favour of the Heirs Male to be procreated of the said *John* Marquis of *Lorne* his Body of any other Marriage; whom failing, in favour of the Lord *Archibald Campbell*, Second lawful Son to the said *Archibald* Duke of *Argyll*, and the Heirs Male to be procreated of his Body; whom failing, in favour of any other Heirs Male to be procreated of the said *Archibald* Duke of *Argyll* his Body;

Contract of Marriage, in which is contained Entail of the Argyll Estate, dated 30th December 1701.

[Private.]

whom

whom failing, in favour of any other Person or Heirs to be nominated and designed by Writing under the Hand of the said *Archibald* Duke of *Argyll* at any Time in his Lifetime, *ac etiam in articulo mortis*; whom failing, in favour of the said *John* Marquis of *Lorne* his Heirs Male whatsoever; whom all failing, in favour of the said *John* Marquis of *Lorne* his Heirs and Assignees whomsoever; in which Contract of Marriage it was specially provided and declared that it should be nowise lawful to nor in the Power of the said *John* Marquis of *Lorne*, or his Heirs of Entail or Tailzie above mentioned, or any of them, to sell, dispone, dilapidate, or put away the said Lands, Estate, and Living of *Argyll*, and others therein mentioned, nor no Part thereof, nor to break, innovate, or infringe the foresaid Tailzie, nor to contract Debt whereby the same or any Part thereof might be incumbered or evicted by Mortgage or otherwise whatsoever, nor do any other Fact or Deed, civil or criminal, by Commission, Omission, or otherwise, whereby the said Lands, Estate, and Living of *Argyll* might be anywise apprized or adjudged evicted or forfeited from them, or any otherwise affected in prejudice and defraud of the subsequent Heirs of Entail and Tailzie therein mentioned successive according to the Order and Substitution therein written; all which Deeds were not only thereby declared null and void by way of Exception or Reply without Declarator, in so far as the same might burden or affect the said Estate, but also it was thereby provided and declared that the said *John* Marquis of *Lorne* and the other Heirs of Entail or Tailzie therein specified who should contravene and incur the Clauses irritant foresaid, or any of them, either by not marrying in manner therein provided, or not assuming and retaining the Name and Arms of *Campbell* and the Family of *Argyll*, or should break or innovate the said Tailzie, or contract Debt, or do any other Deed whereby the said Lands and Estate of *Argyll* might be evicted from them, or anywise affected in manner aforesaid, then and in any of these Cases the said Persons so contravening should amit, tyne, and forefault for themselves allenary, but prejudice of the Heirs included in the foresaid Tailzie, their Right of Succession to the said Lands and Estate, and the Infeftments and other Rights in their Persons should from thenceforth become void, extinct, and null, *ipso facto*, by way of Exception or Reply, and without any Declarator to follow thereupon, but no Part of the resolute Clauses contained in the said Contract of Marriage was applicable to the Prohibition therein also contained against selling, disponing, or dilapidating the Estate: And whereas the said *John* Marquis of *Lorne*, afterwards Duke of *Argyll* and *Greenwich*, was infeft and seised in the said Earldom, Lordship, Barony, Lands, and others in virtue of the Procuratory of Resignation contained in the said Contract of Marriage, and subsequently the said *John* Duke of *Argyll* and *Greenwich* having died without leaving Male Issue, he was succeeded by his Brother Lord *Archibald Campbell*, afterwards Earl of *Islay*, who then became Duke of *Argyll*, and upon his Death without leaving Male Issue he was succeeded in his Honours and Estates by his Cousin German General *John Campbell* of *Mamore*, who then became Duke of *Argyll*, and at his Death was succeeded in his Honours and Estates by *John* Marquis of *Lorne* his eldest Son, then become Duke of *Argyll*, the Father of *John Douglas Edward Henry* now Duke of *Argyll*, all of whom successively made up Titles to and held and possessed the Dukedom, Lands, and Estate of *Argyll* upon the Footing of the Tailzie contained

tained in the before-recited Contract of Marriage: And whereas the said last-mentioned *John Duke of Argyll*, with the special Advice and Consent of his Son *George William* then Marquis of *Lorne*, afterwards Duke of *Argyll*, Brother of *John Douglas Edward Henry* now Duke of *Argyll*, made and executed a Procuratory of Resignation containing a new Tailzie of the same Dukedom and Estates, dated the Seventeenth and Twenty-third Days of *April* One thousand eight hundred and six, in which new Tailzie an Addition was made to the resolute Clause so as to make it applicable to the Prohibition against selling, dispoing, and dilapidating the Estate, and upon the Death of his Father the said *George William* Marquis of *Lorne*, then become Duke of *Argyll*, made up his Titles to the Dukedom and Estate of *Argyll* in Terms of the said new Tailzie: And whereas Counsel, on being consulted, having advised that it was *ultra vires* of the Makers of the last-mentioned Entail to alter the Entail first before recited by adding a new resolute Clause for the Purpose of preventing the Heirs of Entail from selling, dispoing, or dilapidating the Estate, a Process and Action of Reduction was commenced and insisted in before the Lords of Council and Session in *Scotland*, at the Instance of the said *John Douglas Edward Henry Campbell*, commonly then called Lord *John Campbell*, now Duke of *Argyll*, and his Brother the said *George William* Duke of *Argyll*, and after various Proceedings in this Action the said Lords of Council and Session, by their Decree of Reduction and Declarator dated the Eleventh Day of *June* One thousand eight hundred and sixteen, reduced and set aside the said Procuratory of Resignation dated the Seventeenth and Twenty-third Days of *April* One thousand eight hundred and six, and the Titles made up under it, and in consequence of the said Decree the said *George William* late Duke of *Argyll* made up Titles under the Tailzie contained in the aforesaid Contract of Marriage dated the Thirtieth Day of *December* One thousand seven hundred and one: And whereas the said *George William* late Duke of *Argyll* did thereupon make and execute a Disposition and Deed of Trust, dated the Seventeenth Day of *June* One thousand eight hundred and sixteen, by which he sold, alienated, and dispoined to and in favour of *Charles Selkraig*, Accountant in *Edinburgh*, *Robert Wilson*, Accountant there, *Claud Russell*, Accountant there, and *Patrick Cockburn*, Accountant there, whom failing, such other Person or Persons as should be named and appointed by the Lord Advocate of *Scotland* and the Solicitor General for *Scotland*, and in case of their differing in opinion by the Dean of the Faculty of Advocates for the Time being, with Power to each of the said Four Trustees, in the Order of their Enumeration, in the first place to manage and execute the Trust, and failing them, that the Trustees who should be appointed in manner before mentioned should have the same Power in their Order as if they had been specially named and appointed in the Deed, all and whole the Dukedom, Lands, and Estate of *Argyll*, in trust, with Consent of the said Duke, to sell and dispose of as much of the said Lands and Estate, either by public Sale or private Bargain, as should be sufficient for the Purpose of paying the whole of his Debts, and for redeeming the whole of the Annuities which had been granted by him, according to a Schedule thereto subjoined, and signed, as relative to the same; and the said *Charles Selkraig*, as Trustee under the said last-recited Disposition and Deed of Trust, having accepted the

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

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

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

Commission,
dated 30th
November
1818.

11 G. 4. &
1 W. 4. c. 35.

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

the same, and having under the Powers conferred by it sold a certain Part of the said Dukedom and Estate of *Argyll* to Major General *Lachlan Macquarrie*, and the Purchaser thereof having declined to implement the Bargain and to pay the Price until it should be determined by competent Authority that the said Duke, and the Trustee as empowered by him, could make a good and valid Sale, for that Purpose the said Purchaser presented a Bill of Suspension as of a threatened Charge for Payment of the Price, to the Court of Session, setting forth the Circumstances, and praying for Letters of Suspension in the Premises, which Bill of Suspension, with Answers by the said Duke and the Trustee, having come to be advised by the Second Division of the Court, the Judges of the said Division, by an Interlocutor dated the Sixteenth Day of *November* One thousand eight hundred and sixteen, unanimously refused the Bill, thereby confirming the Sale of the Lands made by the said Duke and his Trustee, and establishing the Right of the said Duke to sell such Parts of the said Dukedom and Estate as he should think fit: And whereas the said Duke subsequently, upon the Thirtieth Day of *November* One thousand eight hundred and eighteen, executed a Commission empowering the said *Charles Selkraig*, without the Consent of the said Duke, to sell such Parts as he might judge proper of the Lands and Estates contained in the said Trust Disposition, excepting his Lands situated in the Parishes of *Inverary* and *Kilmorick*, and his Lands and Barony of *Roseneath*; and the said *Charles Selkraig*, acting under the said Trust Deed and under the said Commission, sold various Parts of the Lands comprised in the said Dukedom and Estate, to the Extent of the Principal of the then Debts of the said *George William Duke of Argyll*: And whereas an Act was passed in the Eleventh Year of the Reign of His Majesty King *George the Fourth*, intituled *An Act for empowering George William Duke of Argyll and his Trustee to borrow a Sum of Money, and to make it a Charge on the Estate of Argyll, upon certain Conditions*, in the Preamble to which Act the said Two Entails of the Thirtieth of *December* One thousand seven hundred and one and Seventeenth and Twenty-third Days of *April* One thousand eight hundred and six, and other Matters herein-before mentioned, were, *inter alia*, recited, and it was also recited that in respect that the Deed of Tailzie comprehended in the said Contract of Marriage dated the Thirtieth Day of *December* One thousand seven hundred and one contained a Clause that it should be nowise lawful to nor in the Power of the Heirs of Tailzie to contract Debt whereby the Estates or any Part thereof might be incumbered or evicted by Mortgage or otherwise, which Clause of Prohibition was guarded and fenced by irritant and resolute Clauses, insomuch that no Debt could be contracted, nor could the same be made even a temporary Charge against the Estate, however beneficial it might be to the Heir in possession as well as to the Estate itself, without the Interposition and Authority of Parliament, by that Act the said *George William Duke of Argyll*, and the said *Charles Selkraig* his Trustee, were, *inter alia*, empowered to borrow a Sum of One hundred and fifty thousand Pounds Sterling, and to charge the same, and Interest and Penalty thereof, upon the said Dukedom and Estate of *Argyll* or any Part thereof, to be applied for the Purposes therein mentioned: And whereas another Act was passed in the Seventh Year of the Reign of His Majesty King *William the Fourth*, intituled *An Act to alter and extend the Powers of an Act passed*

passed in the Eleventh Year of the Reign of His late Majesty King George the Fourth, intituled 'An Act for empowering George William Duke of Argyll and his Trustee to borrow a Sum of Money, and to make it a Charge on the Estate of Argyll, upon certain Conditions,' in the Preamble to which Act it was, *inter alia*, recited, that the said George William Duke of Argyll, and the said Charles Selkraig as Trustee foresaid, in virtue of the Powers by the said recited Act granted, had borrowed the Sum of One hundred and fifty thousand Pounds from the Royal Bank of Scotland, and that from the Causes in the said recited Act stated, and a falling off in the Rents and Produce of the said Dukedom and Estates, the said George William Duke of Argyll had contracted further Debts, by the said last-mentioned Act the said George William Duke of Argyll and the said Charles Selkraig were authorized and empowered to borrow a further Sum of Money to an Amount not exceeding Thirty thousand Pounds, and to charge the same, with the Interest and Penalty thereof, upon the said Dukedom and Estate of Argyll: And whereas another Act was passed in the Fifth and Sixth Years of the Reign of Her present Majesty, intituled *An Act to alter and amend* 5 & 6 Vict. c 16. *Two Acts, of the Eleventh of King George the Fourth and Seventh of His late Majesty, in regard to the Estates of Argyll; and to enable John Douglas Edward Henry the present Duke of Argyll to borrow a further Sum of Money, and to make the same a Charge upon the said Estates; and for other Purposes,* in the Preamble to which Act it is, *inter alia*, recited, that the said George William Duke of Argyll, and the said Charles Selkraig as Trustee foresaid, had borrowed the said Sum of Thirty thousand Pounds, and the same had been charged upon the said Dukedom and Estate of Argyll, and it is also recited that the said Charles Selkraig had died, and had been succeeded in his Office of Trustee by Donald Lindsay, Accountant in Edinburgh, and it is further recited that the said George William Duke of Argyll having died, he was succeeded by the said John Douglas Edward Henry the present Duke, and that the said Donald Lindsay, the new Trustee, had applied the Sum of Fifty-four thousand Pounds towards Extinction of the Sum of One hundred and fifty thousand Pounds borrowed under the Authority of the said first-recited Act of Parliament, and further reciting that from the Causes therein mentioned the said John Douglas Edward Henry the present Duke of Argyll had contracted various Debts, and that under the said first-recited Entail the Heirs of Entail thereby called to the Succession were effectually prohibited from contracting Debt on the said Dukedom and Estate, or burdening the same therewith, and that the said John Douglas Edward Henry Duke of Argyll had it not in his Power to pay off the several Sums contracted and due by him otherwise than by a Sale of so much of the said Dukedom and Estate as might be necessary for that Purpose, which from the Defect in the Deed of Entail thereof before mentioned it was in his Power to make, by the said last-recited Act it is, *inter alia*, enacted, that the former Trusts should be wound up, and the Trustee discharged, in the Room of whom Robert Glasgow Esquire, of Mountgreenan in the County of Ayr, Hew Francis Cadell, residing at Cockenzie in the County of East Lothian, and Lorne Campbell, residing at Portkilyn in the County of Dumbarton, are thereby appointed as new Trustees for the Purposes therein mentioned, and it is further enacted that the said John Douglas Edward Henry the present Duke should be authorized and empowered, in addition to the Balance remaining due upon the said Sum of One hundred and fifty thousand Pounds, and the said Sum of Thirty thousand Pounds,

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Contract of
Marriage
between the
present Mar-
quis and
Marchioness
of Lorne,
29th and 31st
July 1844.

Pounds, already borrowed as aforesaid under the Authority of the said recited Acts, from Time to Time, as he should see expedient, to borrow a further Sum or Sums of Money to an Amount not exceeding in the whole the Sum of Eighty-five thousand Pounds, and to charge the same, with the Interest and Penalty corresponding thereto, upon the said Dukedom and Estate of *Argyll*, upon the Conditions therein mentioned, and also to borrow a further Sum of Money, to the Extent of Fifteen thousand Pounds, in addition to the Sums before specified, if the same should be authorized by the Court of Session in *Scotland* in either Division thereof; and the said *John Douglas Edward Henry Duke of Argyll* became bound to pay the Interest on the Debts then remaining due and owing, and to be borrowed as aforesaid, and to pay to the Trustees appointed under the said last-recited Act the Sum of Five thousand Pounds yearly, as a Sinking Fund, to be by the said Trustees applied towards the gradual Extinction of the Balance of the said Sum of One hundred and fifty thousand Pounds, and of the said Sum of Thirty thousand Pounds, and of the Sums to be borrowed or made a Charge on the Dukedom and Estate under the said last-mentioned Act: And whereas the said *John Douglas Edward Henry Duke of Argyll* has borrowed the whole Money allowed to be borrowed under the Authority of the said last-mentioned Act, and he has continued, down to the present Date, to pay the Interest on the whole Sums now due and owing as a Charge on the said Dukedom and Estate, together with the Sinking Fund made payable under the said last-recited Act, down to the Term of *Whitsunday* last: And whereas by Contract of Marriage bearing Date the Twenty-ninth and Thirty-first Days of *July* last, in the Year One thousand eight hundred and forty-four, and recorded in the Books of Council and Session on the Third Day of *March* in the Year One thousand eight hundred and forty-five, made between the Honourable *George Douglas Glassell Campbell*, therein described of *Longniddry*, commonly called Marquis of *Lorne*, only Son of the said *John Douglas Edward Henry Duke of Argyll*, with Consent of his said Father, on the one Part, and Lady *Elizabeth Georgiana Sutherland Leveson Gower*, eldest Daughter of his Grace *George Granville Duke and Earl of Sutherland*, Knight of the Most Noble Order of the Garter, with the special Advice and Consent of her said Father, on the other Part, the said Marquis of *Lorne* and the said Lady *Elizabeth Georgiana Sutherland Leveson Gower* agreed to accept of each other as lawful Spouses, in contemplation of which Marriage the said Marquis of *Lorne* thereby bound and obliged himself, and his Heirs, Executors, and Successors whomsoever, to content and pay to the said Lady *Elizabeth Georgiana Sutherland Leveson Gower* during all the Days of her Life, in the event of her surviving him, a free Liferent Annuity of Five thousand Pounds, but to be restricted in the Events after mentioned to the Sums following; (*videlicet*,) to the Sum of Two thousand five hundred Pounds during the Life of the said *John Douglas Edward Henry Duke of Argyll*, to the Sum of Three thousand five hundred Pounds after the Death of the said Duke, in the event of the said Marquis predeceasing him, and to the Sum of Three thousand five hundred Pounds during the Life of her Grace *Anne* present Duchess of *Argyll*, in the event of the said Marquis surviving the said Duke, and becoming Duke of *Argyll*, during the Life of her Grace, payable the said Annuity, subject to Restriction as aforesaid, at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning

beginning the first Term's Payment thereof at the first Term of *Whitsunday* or *Martinmas* after the Decease of the said Marquis of *Lorne*, and that half-yearly and termly thereafter during the Lifetime of the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, now Marchioness of *Lorne*, with a Fifth Part more of each Term's Payment of liquidate Penalty for each Term's Failure in case of not punctual Payment, and the due and legal Interest of each Term's Payment from the Term of Payment thereof during the not Payment of the same; and upon the Recital that the said Marquis of *Lorne* is Heir of Entail and in possession of certain Parts and Portions of the Lands and Barony of *Longniddry* under a Deed of Entail thereof dated the Third Day of *February* One thousand eight hundred, registered in the Register of Tailzies the Eleventh and in the Books of Council and Session the Twenty-fifth Days of *June* One thousand eight hundred and six, made and granted by *John Glassell* Esquire, of *Longniddry*, in favour of himself and the Heirs and Substitutes therein specified, and that the said Marquis of *Lorne*, in virtue of the Powers conferred upon him by an Act of Parliament passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, Chapter 87., intituled *An Act to authorize the Proprietors of Entailed Estates in Scotland to grant Provisions to the Wives or Husbands and Children of such Proprietors*, in further Security of the said Annuity of Five thousand Pounds, to be restricted to the respective Sums and in the respective Events before specified, bound and obliged himself, and the respective Heirs of Tailzie succeeding to him in the Parts and Portions of the Lands and Barony of *Longniddry* and others, in the said Contract of Marriage particularly described, upon their own Charges and Expences, to infest and seise the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, his promised Spouse, in a free Liferent Annuity of Four hundred and fifty Pounds, payable at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, and that during all the Days of her Life after the Death of the said Marquis, beginning the first Payment thereof at the first of these Times that shall happen after that event for the Half Year following that Term, and so forth half-yearly and termly thereafter during the Life of the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, with a Fifth Part more of liquidate Penalty in case of Failure, and the legal Interest of the said Annuity from and after the respective Terms of Payment thereof during the Nonpayment of the same, to be uplifted and taken, the said Annuity, furth of all and whole the Parts and Portions of the Lands and Barony of *Longniddry*, in the said Contract of Marriage specially mentioned and described, declaring that the said Annuity of Four hundred and fifty Pounds was provided by the said Marquis of *Lorne*, and accepted by the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, under all the Restrictions, Conditions, and Limitations contained in the foresaid Act of the Fifth Year of the Reign of His Majesty King *George* the Fourth, Chapter 87.; and in further Security of the said Annuity of Five thousand Pounds, to be restricted to the respective Sums and in the respective Events before specified, the said Marquis of *Lorne* by the said Contract of Marriage bound and obliged himself, after the Death of the said Duke, to make up and complete Titles in his Person to the said Dukedom, Lands, Baronies, and others before referred to, which are contained in the said Deed of Entail first herein-before recited, and thereupon well and effectually to charge the same, under the Powers

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conferred by the said Deed and by the said last-mentioned Act of Parliament, or one or other of them, with such Amount of Annuity, Interest and Penalty corresponding thereto, as along with the said Sum of Four hundred and fifty Pounds charged upon the said Parts and Portions of the Lands and Barony of *Longniddry*, Interest and Penalty corresponding thereto, would make up the full Amount of the said Annuity of Five thousand Pounds therein-before undertaken to be paid by him, his Heirs and Executors, to the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, to be restricted to the said respective Sums and in the respective Events therein-before specified, and that at the Sight of the Trustees therein-after named and appointed; and in further contemplation of the said Marriage the said Marquis of *Lorne* by the said Contract of Marriage bound and obliged himself, and his Heirs, Executors, and Successors whomsoever, to content and pay to the Child or Children to be procreated of the said Marriage, other than the eldest Son or Heir succeeding to the said Dukedom, Lands, Baronies, and others therein-before referred to, or to the said Parts and Portions of the said Lands and Barony of *Longniddry* and others, or who might be entitled to succeed thereto upon the Death of the said Marquis of *Lorne*, and to the lawful Issue of their Children who should predecease him, the Provisions following; (*videlicet*,) if One such Child the Sum of Ten thousand Pounds, if Two such Children Fifteen thousand Pounds, if Three such Children Twenty thousand Pounds, and if Four or more such Children Twenty-five thousand Pounds, all Sterling Money, and that at the first Term of *Whitsunday* or *Martinmas* after his Death, with a Fifth Part more thereof of liquidate Penalty, and the due and legal Interest thereof from and after the said Term during the not Payment thereof; which Provisions therein-before made in favour of the said Child or Children should be divisible among them if more than One, and the lawful Issue of those who should predecease, in such Proportions as the said Marquis of *Lorne* should appoint by a Writing under his Hand at any Time of his Life, and failing such Appointment by the said Marquis of *Lorne* the said Sums should be divisible in such Proportions as the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, in the event of her surviving him, should appoint by a Writing under her Hand at any Time after the Death of him the said Marquis of *Lorne*, and failing such Appointment by either Party, the said Sums should be divided among the said Children equally, the lawful Issue of any Child or Children who had predeceased their said Father receiving the Share which such deceased Child would have been entitled to if he or she had survived; and further declaring, that in case the said Marquis of *Lorne* should not make any Appointment as to the Division or Apportionment of the said Provisions, and the said Lady *Elizabeth Georgiana Sutherland Leveson Gower* should survive him, she should be bound, on the Majority or Marriage of each Child, if required by him or her, to exercise the Power of Apportionment thereby given to her so far as such Child was concerned, if she should not have previously done so, and in case she should not make such Apportionment within Six Calendar Months after such Requisition such Child should be entitled to a Share of the Sum remaining unappropriated at the Time on the Footing of an equal Division thereof among all the Children who had not previously had their Shares of the said Provisions fixed and apportioned to them; and while any Part of the said Provisions should remain unappropriated the Interest accruing thereon should be held to belong in equal

Shares

Shares to the whole Children interested in the Capital, that is, to those who should not have had their Shares of the said Provisions fixed and determined; therefore, in further Security of the Provisions therein-before conceived in favour of the said Child or Children, other than the eldest Son or Heir succeeding or entitled to succeed as aforesaid, and in virtue of the Powers conferred by the Deed of Entail of the said Parts and Portions of the Lands and Barony of *Longniddry*, the said Marquis of *Lorne* by the said Contract of Marriage assigned, conveyed, and made over to the said younger Child or Children the following Sums out of the Rents of the said Parts and Portions of the said Lands and Barony of *Longniddry*; (*videlicet*,) in the event of there being only One such Child the Sum of Two thousand nine hundred Pounds, being the Amount of Two Years free Rent of the said Lands and others, and in the event of there being Two or more such Children the Sum of Four thousand three hundred and fifty Pounds, being the Amount of Three Years free Rent of the said Lands and others; which Provisions should be payable at the first Term of *Whitsunday* or *Martinmas* after the Death of the said Marquis of *Lorne*, with a Fifth Part more of Penalty and bear Interest from the said Term during the not Payment, and be divisible among the said Children in the Manner before provided, declaring that the said Sums were provided to the said Child or Children under all the Declarations, Conditions, and Provisions of the said Deed of Entail, so far as applicable thereto; and further, for greater Security to the said Child or Children, the said Marquis of *Lorne* in like Manner bound and obliged himself, immediately upon the Death of the said Duke of *Argyll*, to make up and complete Titles in his Person to the said Dukedom, Lands, Baronies, and others therein-before referred to, which are contained in the said Entail first herein recited, and thereupon well and effectually to charge the same, under the Powers conferred by the said Deeds and by the said Act of Parliament, or one or other of them, with such Capital Sum, Interest and Penalty, as along with the said Sum of Four thousand three hundred and fifty Pounds, Interest and Penalty, charged upon the said Parts and Portions of the said Lands and Barony of *Longniddry*, should make up the full Amount of Provisions therein-before undertaken to be paid by him to the said Child or Children, and that at the Sight of the Trustees therein-before named, and their foresaids; and in order still more effectually to secure Payment of the said Annuity of Five thousand Pounds, to be restricted to the Sums and in the Events before specified, therein-before undertaken by the said Marquis of *Lorne* to be paid to the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, and of the said Provisions undertaken to be paid by him to the younger Child or Children of the said Marriage, the said Duke of *Argyll* by the said Contract of Marriage bound and obliged himself in the then next Session of Parliament to apply for and endeavour to obtain an Act of Parliament authorizing and empowering him to make the said Annuity and Provisions, so far as not covered by and secured upon the said Parts and Portions of the said Lands and Barony of *Longniddry*, effectual Charges upon the said Dukedom, and Lands and Baronies and others, contained in the said Entail first before recited, to take effect from and after the Period of his Death; but declaring that the said Annuity and Provisions should not infringe on or at all affect the Annuity of Five thousand Pounds settled by the said Duke on *Anne* present Duchess of *Argyll*, his Spouse, conform to Bond of Provision or Annuity in her Favour over the said Dukedom, Lands, Baronies, and

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others,

others, dated the Twenty-seventh Day of *December* One thousand eight hundred and thirty-nine, or the Provision of Thirty thousand Pounds, to be restricted to Fifteen thousand Pounds in the event and during the Period specified in the Bond of Provision therein-after mentioned, payable out of the said Dukedom, Lands, Baronies, and others settled by the said Duke upon Lady *Emma Augusta Campbell* his only Daughter, conform to Bond of Provision bearing Date the said Twenty-seventh Day of *December* One thousand eight hundred and thirty-nine, and on such Act of Parliament being obtained to charge the same thereon accordingly, subject always to the Declaration foresaid in favour of the present Duchess of *Argyll* and Lady *Emma Augusta Campbell*; and it was by the said Contract of Marriage declared, that on the said Annuity and Provisions being thus made effectual Charges upon the said Dukedom, and Lands, Baronies, and others, the Obligation upon the said Marquis of *Lorne* to make up Titles to the said Dukedom, and Lands, Baronies, and others, and charge them with the said Annuity and Provisions, should become void; and the said Contract of Marriage contained several further Obligations and Conditions, as upon Reference to the same will more fully and at large appear: And whereas the Marriage between the said Marquis of *Lorne* and the said Lady *Elizabeth Georgiana Sutherland Leveson Gower* accordingly took effect, and was solemnized on the Thirty-first Day of *July* last: And whereas, though it has been recognized by various Judgments of the Court of Session in *Scotland*, and by the said Acts of the Eleventh Year of the Reign of His Majesty King *George* the Fourth, of the Seventh Year of the Reign of His Majesty King *William* the Fourth, and of the Fifth and Sixth Year of the Reign of Her present Majesty, that the Duke of *Argyll* has Power to sell the said Dukedom and Estates of *Argyll*, yet he has no Power upon the Marriage of his Son the Marquis of *Lorne*, without the Aid and Authority of Parliament, to charge upon the said Dukedom and Estates the Provisions for the said Marchioness of *Lorne* by way of Jointure, and the Provisions for the Child or Children of the said Marriage, other than the Heir thereof, which the said Marquis of *Lorne* by the said last-recited Contract of Marriage covenanted to charge upon the said Dukedom and Estates, if he should survive his said Father, and succeed to the said Dukedom and Estates: And whereas, though competent Provisions might be made for the said Marchioness and for the younger Children of the said Marriage if a Sale were made of the said Dukedom and Estates, or a competent Part thereof, the said Duke of *Argyll* and Marquis of *Lorne* his Son are unwilling that the Powers of Sale should be exercised for effecting the Purposes aforesaid; and it would be more beneficial to the future Heirs of Entail that Power should be given to the said Duke to charge the aforesaid Provisions upon the Dukedom and Estates in his own Lifetime: But as these Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty, upon the Petition of Your Majesty's most dutiful and loyal Subjects, the said *John Douglas Edward Henry* Duke of *Argyll*, and the said *George Douglas Glassell Campbell* Marquis of *Lorne* his Son, that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That as soon as may be after the passing of this Act it shall and may be lawful for the said *John Douglas*

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Douglas Edward Henry Duke of *Argyll*, and he is hereby specially authorized and empowered, to effectually charge the said Dukedom and Estate of *Argyll*, as the same are particularly set forth in the Schedule (D.) to the said first-recited Act annexed, or any Part or Parts thereof, with a free Liferent Annuity of Five thousand Pounds to the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, now Marchioness of *Lorne*, but to be restricted, in the Events mentioned in the Contract of Marriage last herein-before recited, to the Sums following, (*videlicet*,) to the Sum of Two thousand five hundred Pounds during the Life of the said Duke of *Argyll*, to the Sum of Three thousand five hundred Pounds after the Death of the said Duke in the event of the said Marquis of *Lorne* predeceasing him, and to the Sum of Three thousand five hundred Pounds during the Life of her Grace *Anne* present Duchess of *Argyll* in the event of the said Marquis surviving the said Duke, and becoming Duke of *Argyll*, during the Life of the said *Anne* Duchess of *Argyll*, in so far as the said Liferent Annuity, subject to Restriction as aforesaid, is not covered and secured upon the said Parts and Portions of the Lands and Barony of *Longniddry* in manner before mentioned, payable the said Annuity, subject to Restriction as aforesaid, at the Terms and in the Manner mentioned in the said last herein-before recited Contract of Marriage, and that by executing a Bond of Provision or Annuity, or other Deed or Deeds, containing all usual and necessary Clauses according to the Form and Practice of the Law of *Scotland*, and expeding Infertment thereon in favour of the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, now Marchioness of *Lorne*, which Bond or other Deed or Deeds shall be equally good and binding as if the same were granted over an Estate held in Fee Simple, notwithstanding of the Tailzie contained in the said Contract of Marriage first herein-before recited, dated the Thirtieth Day of *December* in the Year One thousand seven hundred and one.

Annuity to the Marchioness, payable upon his Death, a Charge upon the Entailed Estate;

II. And be it enacted, That it shall be lawful for the said *John Douglas Edward Henry* Duke of *Argyll* and he is hereby further authorized and empowered effectually to charge the said Dukedom and Estate of *Argyll*, as the same are particularly set forth in the said Schedule (D.) to the said first-recited Act annexed, or any Part or Parts thereof, with the following Provisions to the Child or Children to be procreated of the Marriage between the said *George Douglas Glassell Campbell* Marquis of *Lorne* and the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, now Marchioness of *Lorne*, other than the eldest Son or Heir succeeding to the said Dukedom and Estates of *Argyll*, (*videlicet*,) if One such Child the Sum of Ten thousand Pounds, if Two such Children Fifteen thousand Pounds, if Three such Children Twenty thousand Pounds, and if Four or more such Children Twenty-five thousand Pounds, in so far as the said Provisions are not covered and secured upon the said Parts and Portions of the said Lands and Barony of *Longniddry*, in manner herein-before mentioned, payable the said Provisions at the Terms and in the Manner and subject to the Power of Apportionment mentioned in the said Contract of Marriage between the said *George Douglas Glassell Campbell* Marquis of *Lorne* and the said Lady *Elizabeth Georgiana Sutherland Leveson Gower*, now Marchioness of *Lorne*, herein-before recited, and that by executing a Bond of Provision or other Deed or Deeds containing all usual and necessary Clauses according to the Form and

and to charge thereon the Provisions to the younger Children of the Marquis and Marchioness of *Lorne*.

and Practice of the Law of *Scotland*, and expeding Infeftment thereon in favour of such Child or Children, which Bond of Provision or other Deed or Deeds shall be equally good and binding as if the same were taken over an Estate held in Fee Simple, notwithstanding of the Tailzie contained in the Contract of Marriage first herein-before recited, dated the Thirtieth Day of *December* in the Year One thousand seven hundred and one.

Not to affect the Annuity or Jointure to the present Duchess of Argyll, nor the Provision to the Daughter of the Duke.

III. And be it enacted and declared, That the said Annuity and Provisions in favour of the said Marchioness of *Lorne*, and the Child or Children to be procreated of the Marriage between her and the said Marquis of *Lorne*, so to be charged as aforesaid on the said Dukedom and Estate of *Argyll*, shall not be held to infringe on or at all affect the Annuity of Five thousand Pounds settled by the said *John Douglas Edward Henry* Duke of *Argyll* on *Anne* present Duchess of *Argyll* his Spouse, conform to Bond of Provision or Annuity in her Favour over the said Dukedom and Estate of *Argyll*, dated the Twenty-seventh Day of *December* in the Year One thousand eight hundred and thirty-nine, or the Provision of Thirty thousand Pounds, to be restricted to Fifteen thousand Pounds in the event and during the Period specified in the Bond of Provision after mentioned, payable out of the said Dukedom and Estate of *Argyll*, settled by the said Duke upon Lady *Emma Augusta Campbell* his only Daughter, conform to Bond of Provision in her Favour bearing Date the said Twenty-seventh Day of *December* in the Year One thousand eight hundred and thirty-nine.

Heir of Entail not to incur Irritancy.

IV. And be it enacted, That the said *John Douglas Edward Henry* Duke of *Argyll*, or any Heir of Entail who may come into possession of the said Dukedom and Estate of *Argyll*, shall not incur any Irritancy or Forfeiture by reason of or on account of the Exercise of any of the Powers by this Act given.

General Saving.

V. Saving and reserving unto the Queen's most Excellent Majesty, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, or their Heirs, Successors, Executors, Administrators, and Assigns, (other than and excepting the said *John Douglas Edward Henry* Duke of *Argyll*, and the Heirs of Entail entitled to take under the said Tailzie dated the Thirtieth Day of *December* in the Year One thousand seven hundred and one,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Dukedom and Estate of *Argyll*, or the Lands and Heritages comprising the same, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been made.

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

VI. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.