



CHAPTER 4.

An Act for carrying into effect an arrangement respecting the estates of His Highness the Maharajah Duleep Singh. A.D. 1882.
[10th August 1882.]

WHEREAS, on the 26th day of July 1862, after some previous correspondence and negotiations, Sir Charles Wood, then Her Majesty's Secretary of State for India, wrote to His Highness the Maharajah Duleep Singh (who was at that time unmarried) the following letter :

“ India Office, 26 July 1862.

“ MAHARAJAH,

“ WITH reference to our past correspondence I have now the honour to inform your Highness that since the date of my last letter I have taken into my deliberate consideration in Council the several accounts which have been laid before me respecting the sums which have been hitherto appropriated to the benefit of your Highness, your relatives, and the servants of the Lahore estate, in accordance with the terms of 1849, and I have the satisfaction of adding that Her Majesty's Government are now prepared to make an arrangement for the future maintenance of yourself and your immediate family, which, it is confidently hoped, will be acceptable to your Highness.

“ It is proposed that, without reference to your present life pension of twenty-five thousand pounds per annum, which will be maintained on its present footing, the sum of one hundred and five thousand pounds shall be invested in the purchase of an estate in this country, to be held by trustees for your Highness's benefit, the rental thereof to be enjoyed by you in addition to your present stipend.

“ Should your Highness marry, any provision for your widow will be settled upon this estate.

“ In the event of your leaving lawful issue, you will be empowered to devise the estate to such issue in any proportions that

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“ such case, pass by inheritance to your children.
“ Should you have no issue you would be empowered to devise
“ the estate to such person or persons as you might desire to bestow
“ it upon.
“ Her Majesty's Government, however, do not mean to limit to
“ the proceeds of this estate the amount of provision to be made
“ after your death for such legitimate offspring as you may leave
“ behind you.
“ They are willing to enable you to devise to such offspring in
“ such proportions as you may think fit an amount of 4 per cent.
“ India capital stock as will yield an income of seven thousand
“ pounds per annum and should your Highness die intestate, the
“ capital stock above mentioned will pass by inheritance to your
“ legitimate children, according to the law of this country.
“ Your Highness will understand that in making this arrange-
“ ment for the future provision of yourself and your family,
“ which is irrespective of any arrangement that has been or may
“ hereafter be made for other objects embraced in the terms of
“ Lahore, Her Majesty's Government intend it to be final, and in
“ satisfaction of all personal claims which you may have upon the
“ British Government, and an acknowledgment to this effect will
“ be required from your Highness on your acceptance of the
“ present proposal. Hoping that your Highness will consider this
“ a satisfactory solution of the question so long pending between
“ you and the British Government, and that you will accept it
“ with the kindly feeling and in the liberal spirit in which it is
“ offered,

“ I have the honour to be,

“ Your Highness's obedient servant,

“ CHARLES WOOD.

“ The Maharajah Duleep Singh, K.S.I.”

&c.

&c.

&c.

And whereas the said Maharajah Duleep Singh in reply expressed his willingness to accept the proposal contained in the foregoing letter, and the sum of one hundred and five thousand pounds was subsequently paid to him by direction of the Secretary of State for India in Council, and was applied in the manner recited in the indenture of the 24th day of April 1863 next herein-after stated.

And whereas by an indenture bearing date the 24th day of April 1863, and expressed to be made between the said Maharajah Duleep Singh of the first part, and the Honourable Sir Charles Beaumont Phipps, Sir John Laird Mair Lawrence, Baronet, and

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Edward Marjoribanks (since deceased) of the second part, after reciting an indenture bearing date the same 24th (therein by mistake called the 23rd) day of April 1863, and made between Charles Henry Lidderdale of the first part, Henry Littledale and Henry George Hamilton of the second part, the Honourable Charles Alexander Gore and the Honourable Frederick George Brabazon Ponsonby of the third part, the Honourable Ashley George John Ponsonby of the fourth part, and the said Maharajah Duleep Singh of the fifth part, whereby in consideration of the sum of one hundred and eighty-three thousand five hundred pounds paid by the said Maharajah Duleep Singh as therein mentioned, the said parties thereto of the first, second, third, and fourth parts respectively, conveyed all and singular the manor or lordship of Hatherop, in the county of Gloucester, with the appurtenances, and also all the manor or lordship of Eastleach Turville, in the said county of Gloucester, with the appurtenances, and also the advowson, donation, and right of patronage of or to the rectory or parish church of Hatherop aforesaid, and also the rectory and parsonage of Eastleach Turville and the members of the same with the appurtenances and the messuage or mansion house and other freehold messuages, lands, and hereditaments situate in the county of Gloucester comprised in the first and second schedules thereto, and which, together with the other hereditaments comprised in the said indenture, were called or known by the name of the Hatherop estate, to the use of the said Maharajah Duleep Singh, his heirs and assigns, subject as to such parts of the said hereditaments as were subject thereto to certain drainage, rentcharges, and otherwise as in the said indenture mentioned. And for the considerations aforesaid the said Ashley George John Ponsonby assigned the copyhold piece of ground situate in the parish of Southrop, called Little Hammersmith and Great Hammersmith, unto the said Maharajah Duleep Singh, his executors, administrators, and assigns, for the lives or life of the persons therein named, and also during the widowhood of the respective wives of such of them as should be in possession of the said copyhold premises at the time of his or her death, according to the custom of the manor of Southrop, in the county of Gloucester. And for the consideration aforesaid the said Ashley George John Ponsonby assigned all and singular the pieces or parcels of land, messuage, tenements, and hereditaments comprised in two therein recited indentures of lease of the 25th day of February 1850, and the 26th day of September 1850, and which said pieces or parcels of land were more particularly described in the second schedule thereto unto the said Maharajah

A.D. 1882. Duleep Singh, his executors, administrators, and assigns thenceforth for the residue then to come of two terms of 20 and 21 years created by the said indentures of lease respectively, and reciting an indenture of mortgage also bearing date the 24th day of April 1863, and expressed to be made between the said Maharajah Duleep Singh of the one part and the said Charles Alexander Gore and Frederick George Brabazon Ponsonby of the other part, whereby in consideration of the sum of eighty thousand pounds to the said Maharajah Duleep Singh paid by the said Charles Alexander Gore and Frederick George Brabazon Ponsonby as therein mentioned, the freehold manors or lordships, advowson, rectory, messuages, farms, lands, tenements and hereditaments comprised in and conveyed by the lastly herein-before mentioned indenture, with the rights, members, and appurtenances, were granted and conveyed by the said Maharajah Duleep Singh unto and to the use of the said Charles Alexander Gore and Frederick George Brabazon Ponsonby, their heirs and assigns, subject nevertheless as to such of the said hereditaments as were subject thereto or affected thereby to the said drainage, yearly rentcharges, and subject also otherwise as in the said schedule to the indenture now in statement is mentioned, and also subject to a proviso in the indenture now in statement contained for redemption of the same premises on payment by the said Maharajah Duleep Singh, his heirs, executors, administrators, or assigns to the said Charles Alexander Gore and Frederick George Brabazon Ponsonby, their executors, administrators, or assigns, of the sum of eighty thousand pounds with interest thereon after the rate of three pounds fifteen shillings per cent. per annum at the times and in manner therein mentioned, and reciting that the said Secretary of State in Council of India proposed and offered to give to the said Maharajah Duleep Singh the sum of one hundred and five thousand pounds on condition that the same was laid out in the purchase of an estate in England or Wales, to be settled to the following uses, viz. to the said Maharajah Duleep Singh for his life, with remainder to his legitimate children, as he should by deed or will appoint, and in default of appointment to his first and other legitimate sons successively in tail male, with remainder to his legitimate daughters as tenants in common in tail, with cross remainders between or among them in tail, with remainder to the said Maharajah Duleep Singh in fee, and that by the said settlement the said Maharajah Duleep Singh should be empowered to create a jointure not exceeding the yearly sum of three thousand pounds for any woman whom he should marry, and that in the said settlement should be inserted powers of leasing, sale, exchange, and

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enfranchisement, and other usual clauses and provisions. And reciting that towards carrying the arrangements so proposed by the Secretary of State in Council as aforesaid into effect, the said Maharajah Duleep Singh contracted with the said Ashley George John Ponsonby for the purchase of the freehold, copyhold, and leasehold estate, and hereditaments conveyed by the firstly therein-before recited indenture for the sum of one hundred and eighty-three thousand five hundred pounds, and that the said sum of one hundred and five thousand pounds had been applied towards paying the said purchase money of one hundred and eighty-three thousand five hundred pounds, and the expenses incurred in and about such purchase, and the settlement intended to be made by the indenture now in statement (the balance of the said purchase money having been, in fact, raised by a mortgage of the estate purchased to the vendors trustees), and reciting that for further carrying the arrangement so proposed by the Secretary of State in Council into effect the said Maharajah Duleep Singh had proposed to grant, assign, and settle the said premises comprised in the firstly therein-before recited indenture, to the uses and upon the trusts therein-after declared. It was witnessed that in pursuance and part performance of the said agreement, and in consideration of the premises, the said Maharajah Duleep Singh conveyed the freehold manors or lordships, advowson, rectory, messuages, farms, lands, tenements, and hereditaments comprised in the firstly therein-before recited indentures of the 24th day of April 1863, with their rights, members, and appurtenances, subject as to the parts subject thereto to the said drainage, rentcharges, and to the several leases and tenancies mentioned in the first schedule thereunder written, and subject as to all the said hereditaments, to the said secondly therein-before recited indenture of the 24th day of April 1863, and to the payment of the principal sum of eighty thousand pounds and interest, thereby secured unto the said Sir Charles Beaumont Phipps, and Sir John Laird Mair Lawrence, and the said Edward Marjoribanks, their heirs and assigns, to the use of the said Maharajah Duleep Singh and his assigns for his life, without impeachment of waste, and from and after his decease to the use of all and every, or such one or more exclusively of the other or others, of the child or children of the said Maharajah Duleep Singh, lawfully to be begotten, at such age or ages, days or times, and for such estate or estates, interest or interests, and if more than one, in such parts, shares, or proportions, and either absolutely or conditionally, and subject to such charges, conditions, limitations over, and restrictions to or in favour of any other or others of the said children as the said Maharajah should by

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“ In the event however of your decease, leaving issue, you desire
 “ these estates should pass unincumbered to your children, and that
 “ the annual sum that will then be payable to them under former
 “ arrangements should be reduced by four thousand four hundred
 “ pounds per annum. Thus during your life you would be entitled
 “ to twenty thousand six hundred pounds, and your issue to only
 “ two thousand six hundred pounds per annum as a payment from
 “ the Government. This arrangement is, as your Highness states,
 “ in accordance with the suggestion contained in my letter of the
 “ 24th October 1859, and I have therefore the gratification to
 “ inform you that the sum of one hundred and ten thousand
 “ pounds will be placed at your disposal on the stated conditions
 “ on or before the 25th of September next.

“ I have the honour to be,

“ Your Highness's most obedient servant,

“ His Highness the Maharajah Duleep Singh, “ C. WOOD.

“ Claridge's Hotel, Brook Street, W.”

And whereas by an indenture bearing date the 24th day of October 1863, and made between Edward Heneage and the Right Honourable Henry Valentine, Lord Stafford, of the first part, Charles Few of the second part, the Right Honourable William Bernard, Lord Petre, Baron of Writtle, of the third part, the Most Noble William Drogo, Duke of Manchester, Thomas Montague Steele, Charles Thomas Cox, and Robert Milnes Newton of the fourth part, Alfred Newton of the fifth part, William Samuel Newton and the said Robert Milnes Newton of the sixth part, and the said Maharajah Duleep Singh of the seventh part, in consideration of the sum of one hundred and one thousand nine hundred pounds paid by the said Maharajah Duleep Singh as therein mentioned, the said parties thereto of the first, second, third, fourth, fifth, and sixth parts, granted and conveyed all that the manor or lordship of Monkshall, Staines, and Elveden, otherwise Eden Rushforth, otherwise Rushford and Hastings, in the county of Suffolk, with the appurtenances, and also all that the advowson, donation, presentation, and right of patronage of and to the rectory and parish church of Elveden, otherwise Elden, in the county of Suffolk, and all that capital messuage or mansion house, and other messuages, farms, lands, tenements, and hereditaments situate in the parish of Elveden, otherwise Elden, or elsewhere in the county of Suffolk, more particularly described in the first schedule thereunder written and specified in the map or plan annexed thereto, with the appurtenances, all which hereditaments are, together with the other hereditaments comprised in the now stating

indenture, called and known by the name of Elveden Hall Estate, unto and to the use of the said Maharajah Duleep Singh, his heirs and assigns for ever, and by the same indenture the said William Samuel Newton and Robert Milnes Newton assigned all and singular the pieces of glebe land comprised in and demised by a certain therein recited indenture of lease of the first day of November 1858, and which said pieces of glebe land were more particularly described in the second schedule thereto, unto the said Maharajah Duleep Singh, his executors, administrators, and assigns for the then residue of a term of fourteen years created by the said lease, if Henry Harper, the then rector, should so long continue rector.

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And whereas by another indenture bearing even date with the lastly herein-before stated indenture, and made between the said William Samuel Newton of the one part, and the said Maharajah Duleep Singh of the other part, in consideration of the sum of one hundred pounds to the said William Samuel Newton paid by the said Maharajah Duleep Singh, the said William Samuel Newton granted and conveyed a certain freehold piece or parcel of land situate in Elveden aforesaid, containing fifteen perches, or thereabouts, together with a cottage then erected and standing thereon, with the appurtenances, unto and to the use of the said Maharajah Duleep Singh, his heirs and assigns, for ever.

And whereas by an indenture of mortgage bearing date the 26th day of October 1863, and made between the said Maharajah Duleep Singh of the one part, and the Secretary of State in Council of India of the other part, in consideration of the sum of one hundred and ten thousand pounds (being the amount mentioned in the said letter of the 1st day of August 1863, to the said Maharajah Duleep Singh), paid by the said Secretary of State in Council out of the revenues of India, as therein mentioned, the said Maharajah Duleep Singh granted and demised all those the manor, advowson, rectory, lands, and hereditaments, and other freehold premises comprised in the firstly herein-before stated indenture of conveyance of the 24th day of April 1863, unto the Secretary of State in Council, on behalf of Her Majesty, for the purpose of the Government of India, for the term of 99 years, from the day next before the date of the indenture now in statement, if the said Maharajah Duleep Singh should so long live, without impeachment of waste, subject nevertheless as to such parts of the same hereditaments as were subject thereto to the said yearly drainage, rentcharges, and to the several leases and tenancies in the first and second schedules thereto specified, and as to all the said hereditaments subject to the herein-before stated inden-

A.D. 1882. ture of mortgage of the 24th day of April 1863, and to the payment of the sum of eighty thousand pounds and interest thereby secured, and subject also to the proviso for redemption therein-after contained, and by the same indenture for the considerations aforesaid, the said Maharajah Duleep Singh granted and confirmed all the manors, lordships, advowsons, messuages, lands, and hereditaments respectively conveyed and comprised in the herein-before stated indentures of the 24th day of April 1863, and the firstly herein-before stated indenture of the 24th of October 1863 (except the copyhold and leasehold hereditaments comprised in the said indentures of the 24th day of April 1863, and except the leasehold hereditaments comprised in the said first mentioned indenture of the 24th October 1863), unto and to the use of the said Secretary of State in Council on behalf of Her Majesty, for the purpose of the Government of India for ever, but subject to the drainage, yearly rentcharges, in the second schedule thereto mentioned, and to the leases and tenancies, and otherwise as mentioned in the first and third schedules thereto, and subject also to the life estate of the said Maharajah Duleep Singh therein under or by virtue of the herein-before stated indenture of settlement of the 24th day of April 1863, and to the term of 99 years therein-before granted and created as aforesaid during the continuance thereof, and to the powers, exemptions, and privileges to such life estate annexed, belonging, relating, or collateral, or exerciseable during the continuance thereof, and to the uses, estates, or interests to be created in exercise of such powers, or any of them, and to the uses, estates, or interests limited by the said indenture of settlement to the issue of the said Maharajah Duleep Singh, and subject also to the whole of the premises comprised in the indenture now in statement to a proviso therein contained, for the redemption of the said premises upon payment by the said Maharajah into the Bank of England to the credit of the account of the Secretary of State in Council of India of the said sum of one hundred and ten thousand pounds with interest for the same at the rate of four pounds per cent. per annum, on the day therein mentioned.

And whereas by an indenture dated the 2nd day of January 1864 and made between the Secretary of State in Council of India of the one part, and the said Maharajah Duleep Singh of the other part, reciting the last-mentioned indenture of mortgage of the 26th day of October 1863, and reciting that the said Maharajah Duleep Singh was entitled during his life to the annual allowance of twenty-five thousand pounds, payable by the Secretary of State in Council out of the revenues of India, and that in case of the death of the said Maharajah Duleep Singh, leaving issue, such issue

would be entitled to the annual allowance of seven thousand pounds, payable by the said Secretary of State in Council out of the revenues of India, and that upon the treaty for the loan of the said sum of one hundred and ten thousand pounds, the said Maharajah proposed that the said sum of one hundred and ten thousand pounds should remain upon the security of the herein-before recited indenture during his life, unless he should previously desire to pay off, and should pay off the same, and that the interest after the rate aforesaid on the said sum of one hundred and ten thousand pounds, or on so much thereof as should for the time being be due, should be deducted from the said annual allowance of twenty-five thousand pounds, payable during his life as aforesaid, and that upon his death, in case he should leave lawful issue then living, the hereditaments and premises granted by the herein-before recited indenture of mortgage should be freed and discharged from the said mortgage debt of one hundred and ten thousand pounds, or so much thereof as should then be due, and the interest thereon, and that the annual allowance of seven thousand pounds, which, independently of the said loan, and of the proposal in relation thereto would be payable to his issue as aforesaid should thereupon be reduced by the sum of four thousand four hundred pounds, or by such smaller sum as would be equivalent to interest after the rate aforesaid on so much of the said sum of one hundred and ten thousand pounds as should be then due, and that the Secretary of State in Council had agreed to the said proposal. It was by the now stating indenture agreed and declared between and by the parties thereto, that during the life of the said Maharajah Duleep Singh, the said principal sum of one hundred and ten thousand pounds secured by the lastly herein-before stated indenture should not, nor should any part thereof be called in, but that the said Maharajah Duleep Singh should be at liberty to pay off the same when he should think fit, and that so long during the life of the said Maharajah Duleep Singh, as the said sum of one hundred and ten thousand pounds or any part thereof should remain due on the security of the said indenture of the 26th day of October 1863, the interest on the said sum of one hundred and ten thousand pounds, or as much thereof as for the time being should so remain due, after the rate of four pounds per cent. per annum should be deducted from and retained by the said Secretary of State in Council, and out of the said sum of twenty-five thousand pounds so payable as aforesaid to the said Maharajah Duleep Singh during his life as aforesaid, and further that if the said Maharajah Duleep Singh should depart this life without leaving lawful issue of his body him

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A.D. 1882. surviving, while the said sum of one hundred and ten thousand pounds, or any part thereof, should remain due on the security of the indenture now in statement, then and in such case it should be lawful for the Secretary of State in Council for the time being to call in and compel payment of the said sum of one hundred and ten thousand pounds, or of so much thereof as should then remain due, anything therein-before contained to the contrary thereof notwithstanding, and further that if the said Maharajah Duleep Singh should die leaving lawful issue of his body him surviving while the said sum of one hundred and ten thousand pounds, or any part thereof should remain due on the security of the last-mentioned indenture, then and in such case the Secretary of State in Council for the time being should convey and assure the said hereditaments and premises comprised in and granted by the same indenture or intended so to be, unto the heirs and assigns of the said Maharajah Duleep Singh or as they should direct, free and absolutely discharged of and from all principal moneys and interest then due and owing upon the security of the same indenture, and then and in such case the interest on the said sum of one hundred and ten thousand pounds, or on so much thereof as should then remain due upon the security of the said indenture of the 26th day of October 1863, after the rate of four pounds per cent. per annum, should be deducted and retained by the said Secretary of State in Council from and out of the said annual allowance of seven thousand pounds to which the issue of the said Maharajah would have been entitled if the said loan of one hundred and ten thousand pounds had never been made and the indenture now in statement had not been executed.

And whereas on the 12th day of June 1864, the said Maharajah Duleep Singh was married at Alexandria in Egypt to the Maharanee Bamba his present wife, and by articles of agreement entered into before the said marriage, bearing date the 6th day of June 1864, and made between the said Maharajah Duleep Singh of the first part, the said Maharanee Bamba, then Bamba Müller, spinster, of the second part, and Ronald Ruthven Leslie Melville, John Stewart Oliphant, and Ludwig Müller of the third part, after reciting that the said Maharajah Duleep Singh was then lawfully seised in fee simple or otherwise well and sufficiently entitled to certain real estates and property situate in England, and was also entitled to certain railway shares in the Indian railways amounting in value to twenty thousand pounds sterling or thereabouts, standing in the books of the said company in the name of the said Maharajah Duleep Singh, and to a policy of assurance on his own life for the

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sum of fifty thousand pounds in the Guardian Insurance Company, and that upon the treaty for the said then intended marriage it was agreed that such real estate as the said Maharajah Duleep Singh was seised, possessed of, or entitled to or had a disposing power over, either by appointment or otherwise, as also the said personal estate of which he was possessed as aforesaid, should be settled upon the trusts therein-after contained, it was witnessed that the said Maharajah Duleep Singh in consideration of the then intended marriage, and for the purpose of carrying into effect the said agreement, undertook and agreed with the parties thereto of the third part, that he would with all convenient speed after his return to England, at the request of the said parties thereto of the third part, or any or either of them, make and execute a good and valid deed of marriage settlement, and such other acts, deeds, and assurances as the parties thereto of the third part should think proper for effectually vesting in the said parties thereof of the third part, upon the trusts therein-after mentioned, such real estate and property in England as he the said Maharajah Duleep Singh was then seised and possessed of, or had a disposing power over as aforesaid, as also the said policy of insurance and railway shares, and it was further agreed and declared that the said property so to be settled as aforesaid should be settled in the following manner, that was to say as regards such real estate as the said Maharajah Duleep Singh was then entitled to, or over which he had a disposing power, that the same should (subject and without prejudice to any uses or trusts specified in respect of the same under any deed or deeds then in existence respecting the same, and so far as the same could be settled consistently with any uses and trusts contained in such deed or deeds, and subject to the rights of the respective parties thereunder) be vested in the parties thereto of the third part upon the trusts usually contained in settlements of real estates, and the additional trust in the event of the said Maharajah Duleep Singh dying without lawful issue in the lifetime of his then intended wife, that the said parties thereto of the third part, or other the trustees or trustee for the time being, should, upon death of the said Maharajah Duleep Singh without lawful issue as aforesaid, stand seised or possessed of the said real estate for the sole and absolute use of the said Maharanee Bamba, now the wife of the said Maharajah Duleep Singh, her heirs and assigns for ever, and as to the said railway shares and policy of assurance upon the trusts therein mentioned being trusts for the benefit of the said Maharajah Duleep Singh and the said Maharanee Bamba, his wife, and the issue of their marriage as therein mentioned.

And whereas the said Ronald Ruthven Leslie Melville, John Stewart Oliphant, and the said Ludwig Müller on or about the

A.D. 1882. 29th day of November 1865, filed a bill of complaint in the High Court of Chancery against the said Maharajah Duleep Singh and the Maharanee Bamba, his wife, and thereby prayed that the trusts of the said articles of the 6th day of June 1864, might be carried into execution, and that the rights and interests of all parties thereunder might be ascertained and declared, and that proper deeds of settlement of the real and personal property comprised in the said articles might be executed by all proper parties.

And whereas on the 10th July 1866, the first child of the said marriage between the said Maharajah Duleep Singh, and Maharanee Bamba his wife, viz., Victor Albert Jay Duleep Singh, was born, and by a supplemental order dated the 7th day of November 1866, Victor Albert Jay Duleep Singh was made a defendant to the said suit.

And whereas by the decree of the said Court made in the said suit on the 24th day of November 1866, by the Master of the Rolls, it was declared that certain East Indian railway stock ought to be settled in accordance with the terms of the said articles of the 6th day of June 1864, subject to a mortgage for securing a sum of two thousand pounds and interest, and it was ordered that a proper settlement of the property comprised in the said agreement should be approved by the judge, and be executed by such parties thereto as the judge should direct.

And whereas by an indenture, dated the 5th day of July 1867, and made between the said Maharajah Duleep Singh of the one part, and the said Ronald Ruthven Leslie Melville and John Stewart Oliphant of the other part, reciting to the effect herein-before stated, and that it appeared by the certificate of the chief clerk, dated the day of 1867, that the now stating indenture and an indenture of even date therewith (not material to be here stated) had been approved by the judge, it was witnessed that in pursuance of the said articles of the 6th day of June 1864, and of the said decree of the 24th day of November 1866, and in consideration of the premises, the said Maharajah Duleep Singh did thereby grant and confirm unto and to the use of the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, their heirs and assigns, firstly all that the manor or lordship of Hatherop, in the county of Gloucester, with the rights, royalties, members, and appurtenances thereunto belonging, and also all that the manor or lordship of Eastleach Turville, in the said county of Gloucester, with the rights, royalties, members, and appurtenances thereunto belonging, and also all that the advowson, donation, presentation, and right of patronage of and to the rectory or parish church of

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Hatherop, in the said county of Gloucester, with the rights, members, and appurtenances, and also all that the rectory and parsonage of Eastleach Turville and the members of the same, with the appurtenances, in the said county of Gloucester, and all that capital messuage or mansion house, and other messuages, farms, lands, tenements, and hereditaments situate in the parishes or places of Hatherop, Eastleach Turville, Lechdale, Eastleach, Turville, Quinington, Maiseyhampton, Southrop, and Coln St. Aldwyns, or some or one of them or elsewhere in the county of Gloucester, more particularly described in the first schedule thereto, except so much of the meadow No. 624 in the same schedule as belonged to the rector of Quinington, as mentioned in the said schedule. Secondly, all that the manor or lordship of Monkshall, Staines, and Elveden, otherwise Eden Rushforth, otherwise Rushford and Hastings, in the county of Suffolk, with the rights, members, and appurtenances thereto belonging, and also all that the advowson, donation, presentation, and right of patronage of and to the rectory and parish church of Elveden, otherwise Elden, in the county of Suffolk, and all that capital messuage or mansion house and other messuages, farms, lands, tenements, and hereditaments situate in the parish of Elveden, otherwise Elden, or elsewhere in the county of Suffolk, more particularly described in the sixth schedule thereto. Thirdly, two freehold cottages or tenements situate in Eastleach Turville, in the county of Gloucester, described in the fifth schedule thereto, being the hereditaments conveyed to the said Maharajah Duleep Singh by a certain indenture of the 25th day of April 1863, therein recited. Fourthly, a freehold piece or parcel of land described in the eighth schedule thereto, situate in Elveden, in the county of Suffolk, containing 15 perches or thereabouts, being the site whereon a messuage or tenement formerly stood, which had since been destroyed by fire, and together with a cottage then erected and standing thereon, and then or late in the occupation of George Grant, his assigns or undertenants, and all other, if any, the freehold hereditaments of or to which the said Maharajah Duleep Singh was seised or entitled at the date of the said articles of the 6th day of June 1864, together with the appurtenances subject as to the parts subject thereto to the several drainage rent-charges specified in the second schedule thereto, and to the several leases or tenancies affecting the same and otherwise as mentioned in the said first schedule, and subject to the said indentures of mortgage of the 24th day of April 1863, and the 26th day of October 1863, and the principal sums of eighty thousand pounds and one hundred and ten thousand pounds and the interest thereby respectively

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Duleep Singh and his assigns for his life, without impeachment of waste, and from and after his decease upon trust for the first and every other son of the said Maharajah on the body of the said Princess Bamba his wife begotten or to be begotten successively in remainder, one after the other according to their respective seniorities, and the heirs male of their respective bodies, and in default of such issue, upon trust for the first and every other son of the said Maharajah Duleep Singh on the body of the said Princess Bamba begotten or to be begotten successively in remainder, one after the other, according to their respective seniorities, and the heirs of their respective bodies, and in default of such issue, upon trust for all and every the daughters and daughter of the said Maharajah Duleep Singh on the body of the said Princess Bamba to be begotten, and the heirs of their respective bodies in equal shares as tenants in common, with cross remainders between them in tail, and in default of such issue, upon trusts following, that was to say, if the said Maharajah Duleep Singh should survive the said Princess Bamba, upon trust for the said Maharajah Duleep Singh, his heirs and assigns, but if the said Maharajah Duleep Singh should die in the lifetime of the said Princess Bamba, then in trust for the said Princess Bamba, her heirs and assigns for ever. And by the now stating indenture, in further pursuance of the said articles of the 6th day of June 1864, and the said decree of the 24th day of November 1866, and in consideration of the premises the Maharajah Duleep Singh did thereby grant and assign unto the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, their executors and administrators, certain copyhold pieces or parcels of ground, situate in the manor of Southrop, in the county of Gloucester, described in the third schedule thereto, and therein Nod. 292 and 293, with the appurtenances, and all other, if any, the copyhold hereditaments of, or to which the said Maharajah Duleep Singh was seized, possessed, or entitled at the date of the said articles of the 6th day of June 1864. To hold the said pieces of land and premises, subject to the said indenture of settlement of the 24th day of April 1863, for the term of the natural lives of R Tuckwell, Charles Edmunds, and J Tuckwell the younger, and the survivors and survivor of them, and also during the widowhood of the respective wives of such of them as should be in possession of the said copyhold premises at the time of his or their death, according to the custom of the manor of Southrop, in the county of Gloucester, and for all other, if any, the estate and interest of the said Maharajah Duleep Singh therein, upon the trusts therein-after declared. And by the now stating indenture, in further

A.D. 1882. pursuance of the said articles of the 6th day of June 1864, and the said decree of the 24th day of November 1866, and in consideration of the premises, the said Maharajah Duleep Singh assigned unto the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, their executors and administrators, first, all and singular the pieces or parcels of land and hereditaments comprised in an indenture of lease, dated the 25th day of February 1850, made between the Reverend Benjamin Parsons Symons, warden of Wadham College, Oxford, and the fellows and scholars of the same college of the one part, and William Francis Spencer Ponsonby, Lord de Mauley, of the other part, and thereby demised for the term of 20 years from Lady Day, 1849, at the rents and under the covenants thereby and therein reserved and contained, which said pieces or parcels of land were more particularly described in the first part of the said fourth schedule thereto, and were therein numbered 246, 247, 291, 294, 295, 296. Secondly, all that messuage or tenement, farms, lands, and all and singular other the premises comprised in an indenture of lease, dated the 26th day of September 1850, made between the Rev. Sackville Gardener Bourke of the one part, and the said William Francis Spencer Ponsonby, Lord de Mauley, of the other part, and thereby demised for the term of 21 years from Michaelmas Day then next, at and under the rents and covenants thereby and therein reserved and contained, which said messuage, farms, lands, and hereditaments were described in the second part of the said fourth schedule thereunder written, and are therein numbered from 258 to 274, both inclusive, and Nos. 346, 347, 359, with the appurtenances, and all other, if any, the leasehold hereditaments of or to which the said Maharajah Duleep Singh was possessed or entitled at the date of the said articles of the 6th day of June 1864, but subject as to the hereditaments and premises, firstly and secondly therein-before assigned by the said indenture of settlement of the 24th day of April 1863, to hold the said leasehold premises, and all and singular the premises therein-before expressed to be assigned (subject as aforesaid), unto the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, their executors, administrators and assigns, thenceforth as to the leasehold hereditaments and premises firstly described or referred to for all the residue to come and unexpired of the said term of 20 years, created by the said indenture of lease of the 25th day of February 1850, and as to the leasehold hereditaments and premises secondly therein-before described or referred to for all the residue to come and unexpired of the said term of 21 years, created by the said indenture of lease of the 26th day of September 1850, and as to all the other lease-

hold premises for the residues of the several terms for which the same were respectively holden, and as to all the said leasehold hereditaments and premises, subject to the rents, covenants, and conditions, by and in the indenture of lease, by which the same respectively were demised, respectively reserved, and thenceforth on the lessee's part to be paid, observed, and performed, nevertheless upon the trusts therein-after declared concerning the same. And it was thereby agreed and declared that the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, and other the said trustees and trustee, should stand possessed of and interested in the said copyhold and leasehold premises upon trust, by and out of the rents and profits of the said leasehold premises, to pay the rents and annual sums reserved by the said several leases thereof respectively, and to perform and observe the covenants and conditions in the said leases respectively contained and subject thereto upon and for such trusts, intents, and purposes, and with, under, and subject to such powers, provisoes, agreements, and declarations as should correspond with the trusts, intents, and purposes, powers, provisoes, agreements and declarations therein-before expressed and declared concerning the said freehold hereditaments thereby settled as nearly as the different tenure and quality of the premises and the rules of law and equity would permit, but not so as to increase or multiply charges, yet so nevertheless that the said copyhold and leasehold premises should not vest absolutely in any person thereby made tenant in tail male or in tail of the said freehold premises unless he or she should attain the age of 21 years, but on his or her death under that age should go, devolve, and remain in the same manner as if they had been freeholds of inheritance included in the grant and limitations therein-before contained, and in the now stating indenture are contained provisions for the application of rents during minorities, and a power of sale and exchange and other usual clauses. A.D. 1882.

And whereas in June 1866, the said Maharajah Duleep Singh being desirous of purchasing some lands at Wangford, adjoining the Elveden estate, wrote to the Secretary of State for India as follows:

“ 99 Onslow Square, Brompton,
“ 21st June 1866.

“ MY LORD,

“ THE estate of Wangford in the county of Suffolk,
“ which adjoins my estate of Elveden Hall, is announced for sale
“ by auction on the 26th instant, and as I am very desirous of
“ becoming the purchaser, provided I can obtain it at a sum not
“ exceeding thirty-five thousand pounds, I have the honour to

A.D. 1882. " submit my request that your lordship will do me the favour to
" sanction an advance being made to me not exceeding the above-
" mentioned sum (should I become the purchaser) in the same
" manner and on the same terms as was done when I purchased
" the estate of Elveden.

" The sum of about five thousand pounds would be required as
" soon after the purchase as convenient, the remainder of the pur-
" chase money would not be wanted till October.

" I have, &c.,

" The Lord de Grey and Ripon." " DULEEP SINGH.

And whereas the Secretary of State in reply to the foregoing
letter wrote to the said Maharajah Duleep Singh (the Maharajah
having in the meantime arranged for the purchase of a part only of
the said lands) as follows :

" India Office, S.W.,

" MAHARAJAH, " 2nd August 1866.

" I HAVE the satisfaction to inform your Highness that,
" having considered in Council your letter of the 21st June, together
" with Colonel Oliphant's letter of the 9th July, on the subject of
" an advance to your Highness of a sum of money to enable you to
" purchase certain lands contiguous to your estate of Elveden, in
" Suffolk, I have sanctioned the advance solicited by you, and when
" the amount to be paid for the portion of the estate purchased for
" your Highness shall be settled and become payable, it will be
" provided from the treasury of this office upon terms correspond-
" ing with those upon which a similar advance was made to you
" for the purchase of the estate of Elveden. The advance, however,
" will be made at the rate of interest now ruling for money taken
" up for the Government of India, viz., five per cent., and it will be
" in your power to redeem the whole or any part of the mortgage
" at any time that you may find convenient.

" The amount of deposit money (fourteen hundred pounds) named
" in Colonel Oliphant's letter has been placed to your Highness's
" disposal and can be obtained on application at the treasury at
" this office.

" With reference, however, to the general question of the provision
" made for the maintenance of your Highness's family, I must
" inform you that no future sanction will be accorded to any further
" investment in landed property of the money set apart for the
" support of your descendants.

" I have the honour to be, Maharajah,

" Your Highness's most obedient servant,

" CRANBORNE.

" His Highness the Maharajah Duleep Singh,

" 99 Onslow Square, Brompton, S.W."

And whereas it was afterwards arranged between the said Maharajah Duleep Singh and the Secretary of State that twenty-eight thousand pounds should be advanced to the said Maharajah Duleep Singh of which sum fourteen thousand four hundred and fifteen pounds being the amount ultimately required for the Wangford purchase should carry interest at five per cent. per annum, and the remainder, viz., thirteen thousand five hundred and eighty-five pounds, should be invested in the purchase of other land suitable to be held with the Elveden estate, and should bear interest at four per cent. per annum only, and the said sums of fourteen thousand four hundred and fifteen pounds and thirteen thousand five hundred and eighty-five pounds were paid to the said Maharajah Duleep Singh accordingly.

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And whereas by an indenture dated the 24th day of January 1867, and made between George Innes Bevan, Frederick Robert Bevan, and Richard Alexander Bevan of the first part, and George Holt Wilson of the second part, John Wood Wilson of the third part, William Angerstein of the fourth part, and the said Maharajah Duleep Singh of the fifth part, in consideration of fourteen thousand four hundred and fifteen pounds paid by the said Maharajah Duleep Singh as therein mentioned, all that piece of land or rabbit warren in the now stating indenture particularly described, containing two thousand three hundred and fifty-one acres one rood and two perches or thereabouts situate in the parish of Wangford in the county of Suffolk, with the appurtenances, was conveyed unto and to the use of the said Maharajah Duleep Singh, his heirs and assigns.

And whereas in December 1867, the said Maharajah Duleep Singh contracted to sell the Hatherop estate to John Sebastian Bazley for the sum of two hundred and two thousand five hundred pounds, or, deducting the mortgage debt of eighty thousand pounds charged thereon, one hundred and twenty-two thousand five hundred pounds and such sale was carried out under the provisions of the Leases and Sales of Settled Estates Acts, and by an order of the High Court of Chancery dated the 25th day of July 1868, made in the matter of the said Acts and of the Hatherop estate, on the petition of the parties entitled under the said indentures of settlement of the 24th day of April 1863, and the 5th day of July 1867, and, with the consent of the Secretary of State for India in Council, it was ordered that the agreement for sale of the Hatherop estate dated the 31st day of December 1867, in the petition mentioned, should be carried into effect, and that Sir Frederick Currie should be appointed to convey the lands and

A.D. 1882. hereditaments comprised in the said agreement for the estate of the said Sir John Laird Mair Lawrence (who was then abroad) therein, and that Edward Marjoribanks (the younger) and Henry Dudley Ryder and the said Sir Frederick Currie should convey such lands and hereditaments to the purchaser thereof, and execute, in concurrence with the said Maharajah Duleep Singh and the Secretary of State for India in Council, a conveyance thereof accordingly, such conveyance to be settled by the judge. And it was ordered that the said Edward Marjoribanks, Henry Dudley Ryder, and Sir Frederick Currie should be appointed as trustees to receive the said purchase moneys, amounting to one hundred and twenty-two thousand five hundred pounds. And it was ordered that the said Henry Dudley Ryder should be appointed a trustee of the said indenture of settlement of the 24th day of April 1863, jointly with the said Edward Marjoribanks and the said Sir John Laird Mair Lawrence, in substitution for the said Sir Charles Beaumont Phipps, who was then deceased. And it was ordered that the costs and expenses of the petitioners and of the said Secretary of State of and incident to that application, and of and incident to the said sale and conveyance (other than such costs and expenses as were payable by the purchaser) should be taxed in case the parties differed, and that the said Edward Marjoribanks Henry Dudley Ryder and Sir Frederick Currie should pay and retain such costs and expenses rateably out of the purchase moneys so to be received by them as aforesaid, and should apply the residue of such purchase moneys to some one or more of the purposes mentioned in the 23rd section of the Act 19 and 20 Vict., chapter 120, without any further application to the court.

And whereas the said sale was completed, and the sum of one hundred and twenty-two thousand five hundred pounds was paid to the said Edward Marjoribanks, Henry Dudley Ryder, and Sir Frederick Currie, and the sum of one hundred and ten thousand pounds, part thereof, was shortly afterwards applied towards the purchase of an estate at Eriswell, in the county of Suffolk, adjoining the aforesaid Elveden estate. By an indenture dated the 5th day of January 1869, and made between the Company for the Propagation of the Gospel in New England, and the parts adjacent in America of the first part, the said Maharajah Duleep Singh of the second part, and the said John Laird Mair, Baron Lawrence, the said Edward Marjoribanks, and Henry Dudley Ryder of the third part, in consideration of the sum of one hundred and ten thousand pounds the company conveyed and assured the manors, lands, and hereditaments situate in the parishes of Eriswell and Mildenhall, in

the county of Suffolk, in the schedule to the said indenture particularly described, and which (together with the leasehold hereditaments therein-after referred to) were known as the Eriswell estate, with the appurtenances, unto John Laird Mair, Baron Lawrence, Edward Marjoribanks, and Henry Dudley Ryder and their heirs to the same uses upon and for the same trusts, intents, and purposes, and with, under, and subject to the same powers, provisoes, agreements, and declarations as were in and by the said indentures of the 24th day of April 1863, and the 5th day of July 1867, expressed and declared concerning the hereditaments thereby settled, or as near thereto as the deaths of parties and other intervening circumstances would permit, but not so as to increase or multiply charges or powers of charges.

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And whereas in October 1870, the said John Laird Mair, Baron Lawrence, and Edward Marjoribanks, and Henry Dudley Ryder laid out three hundred and sixty pounds, further part of the said purchase moneys, in the purchase of a piece of land and hereditaments known as Sparrow's Dolver, at World's End, in the parish of Mildenhall, in the county of Suffolk, which hereditaments were, by an indenture dated the 10th October 1870, and made between Georgiana Ann Garner, John Clark, and Baker Taylor of the first part, Lewis Rolfe of the second part, the said Maharajah of the third part, and the said John Laird Mair, Baron Lawrence, and the said Edward Marjoribanks, and Henry Dudley Ryder of the fourth part, conveyed to the same uses as are expressed in the said indenture of the 5th day of January 1869, and they applied other part of the said purchase moneys in the repayment of moneys which had been previously advanced for the payment of certain drainage charges on the said Hatherop estate, and in payment of the costs, charges, and expenses attending the said sale and purchases, and the residue of the said purchase money of one hundred and twenty-two thousand five hundred pounds at the date of the indenture next herein-after stated consisted of six thousand pounds India bonds and two hundred and seventy-six pounds three shillings and fivepence cash.

And whereas by an indenture dated the 28th day of February 1874, and expressed to be made between the said Maharajah Duleep Singh of the first part, the said John Laird Mair, Baron Lawrence, and the said Edward Marjoribanks, and Henry Dudley Ryder of the second part, Sir John William Kaye of the third part, and the said Sir Frederick Currie of the fourth part, the said Sir John William Kaye was duly appointed to be a trustee of the therein-before stated inden-

A.D. 1882. ture of the 24th day of April 1863, in the place of the said John Laird Mair, Lord Lawrence, who desired to be discharged.

And whereas the said Sir John William Kaye died on or about the 24th day of July 1876.

And whereas by an indenture dated the 11th day of October 1876, and made between William Johnson Evans and Charles Bidwell of the first part, the said Maharajah Duleep Singh of the second part, and the said Edward Marjoribanks and the said Honourable Henry Dudley Ryder of the third part, reciting that the said William Johnson Evans and Charles Bidwell had agreed with the said Edward Marjoribanks and the said Henry Dudley Ryder for the sale to them of the hereditaments therein-after described for the sum of eight thousand two hundred pounds. And reciting that the said purchase by the said Edward Marjoribanks and the said Henry Dudley Ryder was made with the consent of the said Maharajah Duleep Singh, who was desirous that the said six thousand pounds India bonds should be sold, and the net produce of such sale together with the said sum of two hundred and seventy-six pounds three shillings and fivepence cash, should be applied in part payment of the said purchase money of eight thousand two hundred pounds, and that the plaintiff agreed to provide the balance of such sum of eight thousand two hundred pounds out of his own proper moneys, without his having any compensation or charge upon the said hereditaments intended to be thereby assured or any part thereof for such balance, it being the intention of the said Maharajah Duleep Singh to make a present of the said balance for the benefit of the persons entitled to the hereditaments intended to be thereby assured, as he the said Maharajah Duleep Singh did thereby declare, and reciting that the six thousand pounds India bonds had been sold, and produced the net sum of six thousand one hundred and fifty-nine pounds seven shillings and eightpence which being added to the said sum of two hundred and seventy-six pounds three shillings and fivepence, made the sum of six thousand four hundred and thirty-five pounds eleven shillings and one penny. It was witnessed that in pursuance of the said agreement and in consideration of the sum of six thousand four hundred and thirty-five pounds eleven shillings and one penny paid by the said Edward Marjoribanks and the said Henry Dudley Ryder, and of the sum of one thousand seven hundred and sixty-four pounds eight shillings and elevenpence at the same time paid by the said Maharajah Duleep Singh the said William Johnson Evans and Charles Bidwell granted and conveyed unto the said Edward Marjoribanks and the said Henry Dudley Ryder and their heirs all and

singular the freehold messuage, farms, lands, and hereditaments called the Rectory Farm situate in the parish of Lakenheath in the county of Suffolk, more particularly described in the schedule thereto together with a right of sheep walk for 1,080 sheep over the adjacent warren and the appurtenances to hold the same to such and the same uses upon and for each and the same trusts, intents, and purposes, and with, under, and subject to such and the same powers, provisoes, agreements, and declarations as were in and by the herein-before recited indentures of the 24th day of April 1863, and the 5th day of July 1867, expressed, declared, and contained of and concerning the hereditaments thereby settled or intended so to be, or as near thereto as the deaths of parties and other intervening circumstances would permit, but so as not to increase or multiply charges or the powers of charging.

And whereas the said Edward Marjoribanks (the younger) died on or about the 12th day of April 1879.

And whereas the sum of thirteen thousand five hundred and eighty-five pounds advanced by the Secretary of State as herein-before mentioned was laid out in the purchase of land, and the said Maharajah Duleep Singh also similarly laid out further moneys of his own, amounting to about twenty-three thousand pounds at various times, the purchases so made being as follows, that is to say :

(1) By two indentures dated the 13th October 1868, and made between Joseph Seaber, Samuel Haydon Fitch, and James Cook of the one part, and the said Maharajah Duleep Singh of the other part, in consideration of six thousand five hundred and fifty pounds paid by the said Maharajah Duleep Singh, certain freehold, copyhold, and leasehold (for 1,000 years) messuages, lands (containing about ninety-four acres), and tithes, situate at Mildenhall aforesaid, were conveyed to and vested in the said Maharajah Duleep Singh absolutely.

(2) By an indenture dated the 5th January 1867, and made between the New England Company herein-before mentioned of the one part, and the said Maharajah Duleep Singh of the other part, in consideration of the sum of ten thousand pounds paid by the said Maharajah Duleep Singh certain leasehold messuages, lands, and hereditaments, held for terms of 5,000, 10,000, and 21 years, situate in the parishes of Eriswell and Mildenhall aforesaid (being in fact the leasehold portion of the Eriswell

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estate) were assigned to and vested in the said Maharajah Duleep Singh.

- (3) By an indenture dated the 8th day of May 1869, and made between the Rev. William James Jay of the first part, the Ecclesiastical Commissioners for England of the second part, and the said Maharajah Duleep Singh of the third part, certain lands part of the glebe of the rectory of Elveden were under the powers of the Ecclesiastical Leases Act, 1858, sold and conveyed to the said Maharajah Duleep Singh in fee simple—the consideration for the sale being the sum of two thousand nine hundred and thirty-three pounds six shillings and eightpence paid by the said Maharajah Duleep Singh, and the conveyance by the said Maharajah Duleep Singh of about four acres of land, part of the Elveden settled estate, which, by an indenture dated the 30th March 1869, had been conveyed by the said Ronald Ruthven Leslie Melville and John Stewart Oliphant, with the consent of the Secretary of State, in consideration of thirty-eight pounds paid by the said Maharajah Duleep Singh.
- (4) By two indentures dated the 10th day of August 1869, and made between William Haylock of the one part and the said Maharajah Duleep Singh of the other part, in consideration of one thousand five hundred and fifty pounds paid by the said Maharajah Duleep Singh, certain freehold and copyhold lands in Mildenhall aforesaid, containing about seventy-eight acres, were conveyed to and vested in the said Maharajah Duleep Singh absolutely, and by an indenture dated the 11th day of August 1869, and made between Cubitt Wing of the first part, the said William Haylock of the second part, and the said Maharajah Duleep Singh of the third part, the said Cubitt Wing released the said copyhold hereditaments unto the said Maharajah Duleep Singh.
- (5) By an indenture dated the 29th day of September 1869, and made between Hugh Robert Evans of the first part, Frederick Dingley Evans of the second part, and the said Maharajah Duleep Singh of the third part, in consideration of five thousand two hundred pounds paid by the said Maharajah Duleep Singh, a certain tract of land and rabbit warren known as Lakenheath Warren in Lakenheath, in the county of Suffolk, with the appurtenances, was assigned to the said Maharajah Duleep Singh for the residue of a term of 21 years, granted by an indenture of lease of the 5th day of November 1866, and by an indenture dated the 7th day of November 1872, and made between the Ecclesiastical Commissioners for England of the one

part, and the said Maharajah Duleep Singh of the other part, in consideration of nine thousand one hundred and sixty-eight pounds six shillings and eightpence paid by the said Maharajah Duleep Singh, the reversion in fee simple of the said land and warren, expectant on the determination of the said lease, was conveyed to the said Maharajah Duleep Singh absolutely. By indentures dated the 8th day of November 1872, and the 6th November 1876, the said warren and premises were mortgaged to W. M. Coulthurst and the said Edward Marjoribanks (both since deceased) for securing sums of eight thousand pounds and thirty-one thousand three hundred pounds advanced by them to the said Maharajah Duleep Singh, and the interest thereon.

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(6) By indentures dated respectively the 8th day of April 1872, the 16th day of October 1872, and the 11th day of October 1880, certain pieces of land and hereditaments at Eriswell and Lakenheath were conveyed to the said Maharajah Duleep Singh in consideration of the several sums of sixty pounds, four hundred and ten pounds and one hundred and sixty pounds paid by him.

And whereas in the years 1868 and 1869 some further proposals were submitted by the said Maharajah Duleep Singh to the Secretary of State on the subject of the provision to be made for the said Maharajah Duleep Singh and his family, the arrangements already mentioned having appeared to the said Maharajah Duleep Singh not altogether to carry out what he conceived to have been contemplated by the terms of the treaty of Lahore, and on the 8th October 1869, the then Secretary of State for India addressed to the said Maharajah Duleep Singh the following letter:

“ India Office,

“ MAHARAJAH,

“ 8th October 1869.

“ I HAVE the honour to inform your Highness that in accordance with your request, I have taken into consideration in Council all the correspondence on the records of this office relating to the pecuniary arrangements which from time to time have been made for the support of your Highness and your family, and I have read with much attention the memorandum enclosed in your letter of May 1868, to Sir Stafford Northcote. Your Highness is aware that Her Majesty's Government have ever been most anxious to take, not only a just, but liberal view of your position, and to do all that lies in their power consistently with their duty to others, to contribute to your comfort, and to maintain you in the position you have so creditably filled.

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“ It had been considered that the arrangements already made for
“ the future provision of your Highness and your immediate family
“ had been final, and in this view of the case you have concurred.
“ But Her Majesty's Government, on a review of all the circum-
“ stances of your position, and as a mark of respect for your high
“ character, are willing to grant, for the benefit of your family,
“ after your death, a further sum sufficient to make up the income
“ already provided for them by the State (independently of such
“ sums as your Highness may be able to bequeath to them from
“ your personal savings), to the amount of fifteen thousand pounds
“ per annum. An annual income of seven thousand pounds has
“ already been secured to them in Sir Charles Wood's letter of 26th
“ July 1862. This, added to the interest, calculated at four per
“ cent., of the capital sum of one hundred and five thousand pounds
“ (granted to you in the same letter for the purchase of an estate),
“ viz., four thousand two hundred pounds per annum, will amount
“ to eleven thousand two hundred pounds per annum, to which I
“ have now to inform you that the sum of three thousand eight
“ hundred pounds will be added, so as to make up the total annual
“ income of your family, after your death, to fifteen thousand
“ pounds, irrespectively of your Highness's accumulations.

“ I have the honour to be

“ Your Highness's sincere friend and well-wisher,

“ His Highness

“ ARGYLL.

“ The Maharajah Duleep Singh.”

And whereas subsequently to the foregoing letter further communications took place between the said Maharajah Duleep Singh and the Government, and in July 1875, the said Maharajah Duleep Singh stated that he proposed, as a further provision for his family, to insure his life for one hundred thousand pounds of which he asked that the Indian Government should bear half the costs, and in December 1875, the following letter and reply passed between the Secretary of State and the said Maharajah Duleep Singh, viz. :

“ India Office,

“ MAHARAJAH,

“ 9th December 1875.

“ I HAVE had under my consideration in Council the letter
“ addressed by you to His Royal Highness the Prince of Wales on
“ the 4th July last with its accompaniments, on the subject of the
“ provision made by Government for the support of your children
“ after your decease.

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“ I have no reason to doubt the correctness of the statement made
“ by you in regard to the small rate of interest attainable from
“ landed property, in consequence of which the sum of one hundred
“ and five thousand pounds granted to you in 1862, for the purchase
“ of an estate, will not produce the sum of four thousand two
“ hundred pounds a year, the sum mentioned in my predecessor's
“ letter of 8th October 1869.

“ In this sense you rightly infer that the additional sum of
“ three thousand eight hundred pounds a year there sanctioned was
“ insufficient to insure to your immediate family the provision of
“ fifteen thousand pounds a year desired to be made up
“ by the Government in the manner indicated in the
“ margin.*

“ Under these circumstances I have the pleasure of
“ informing your Highness that I have decided in
“ Council to defray from Indian revenues one half of
“ the premium necessary to effect an insurance of one
“ hundred thousand pounds on your life, on the under-
“ standing that it is your declared intention to bequeath
“ the whole of your landed estates to your eldest son,
“ the policies shall be assigned to trustees for the
“ benefit of your younger children, and that the re-
“ maining half of the premiums shall be deducted from
“ your allowances of twenty-five thousand pounds a
“ year.

“ In the event of your Highness leaving no child or only one
“ who would take as an eldest son, the sum of fifty thousand pounds
“ for which the premium will have been paid from Indian re-
“ venues, will lapse to Government.

“ I have to state that the present arrangement must be considered
“ as a final settlement of the question for the future provision for
“ your immediate family.

“ With this understanding I will instruct the solicitor of this
“ office to communicate with the legal advisers of your Highness
“ in view of the completion of the necessary formalities.

“ I have, &c.,

“ SALISBURY.

“ His Highness the Maharajah Duleep Singh.”

“ Elveden Hall, Thetford,

“ MY LORD,

“ 27th December 1875.

“ I HAVE the honour to acknowledge receipt of your letter
“ of the 9th instant, and I have to express my thanks for the kind
“ consideration which you have given to my request.

* Vide Sir C. Wood's
letter of 26th July 1862 and
subsequent letters from this
office :

(1.) Such an amount
of India 4 per cent.
stock as will produce
7,000*l.* a year on ac-
count of which sum
on 138,000*l.* has been
already advanced - 7,000*l.*

(2.) Additional sums
of 3,800*l.* a year pro-
vided in 1869 - - 3,800*l.*

(3.) Interest on
105,000*l.* given in
1862 for the purchase
of an estate, at say
2½ per cent. - - 2,625*l.*

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“ With reference to the conditions which your lordship has
“ annexed to the proposed insurances, viz., that they should be
“ settled in trust for my younger children, I would venture to
“ trouble your lordship with a few observations.

“ I may mention that in my anxiety to increase the provision
“ for my children, and in the hope that my request to the Indian
“ Government would be granted, I have already insured my life for
“ fifty thousand pounds.

“ The rental of my real estate may be taken at six thousand
“ pounds, and my eldest son could not reside at Elveden Hall unless
“ supplied with additional means.

“ I by no means wish to sacrifice the interests of my younger
“ children, but their number must be uncertain, and it appears to
“ me to be desirable that I should have some discretion in the
“ apportionment of the amount of their portions according to
“ circumstances.

“ What I would ask, therefore, is that the moiety of the in-
“ surances effected by me, and the premiums on which I am to
“ defray out of my income, should be left at my own disposal. It
“ is obvious that I may desire to make a difference between the
“ portions of younger sons and daughters, and as a general prin-
“ ciple, I think it not desirable that a father should be deprived of
“ all control over the fortunes of his children, so that he should
“ be unable to apportion them according to their several needs, or
“ according to their conduct.

“ As an additional reason for my desire that the policies I have
“ effected should remain under my control, I desire to advert to
“ what was mentioned in my statement, viz., that to complete my
“ estate at Elveden, and to improve the house, I had been com-
“ pelled to borrow thirty thousand pounds. This was secured by a
“ policy on my life for ten thousand pounds and by policies for
“ short periods. When I effected the further insurances for fifty
“ thousand pounds the temporary policies were dropped, and I
“ deposited the new policies as security. To the extent therefore
“ of twenty thousand pounds, these policies are in mortgage. It
“ is my wish and hope to defray the loan out of my income, by
“ gradual payments, but in the meantime, the fact that the policies
“ are charged would prevent my assigning them for the benefit of
“ my children.

“ I have, &c.,

“ The Marquis of Salisbury.”

“ DULEEP SINGH.

And whereas the said letter of the 27th December 1875, led to
further negotiations and proposals, and ultimately the said Mahara-

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jah Duleep Singh agreed that his pecuniary affairs and position should be considered by a special committee of the Indian Council, in order that they might frame a plan for the final settlement of the matters which were the subject of the aforesaid correspondence, and pending such consideration, the Secretary of State effected insurances on the said Maharajah Duleep Singh's life for fifty thousand pounds (in addition to the insurances in the said letter of the 27th December 1875, mentioned to have been effected by the said Maharajah Duleep Singh, and which have been since kept up by the said Maharajah Duleep Singh) and made to the said Maharajah Duleep Singh the further advances amounting to thirteen thousand pounds mentioned in the ninth paragraph of the memorandum or scheme next herein-after referred to, and the said Maharajah Duleep Singh's debt of thirty thousand pounds mentioned in the said letter of the 27th December 1875, had become increased to forty-four thousand pounds, the amount stated in the same paragraph of the said memorandum.

And whereas in July 1880, a scheme dated the 27th day of July 1880, was proposed to the said Maharajah Duleep Singh by the Secretary of State on the report of the said special committee, which was in the terms following, viz. :

MEMORANDUM or SCHEME proposed by the SPECIAL COMMITTEE appointed to consider the affairs of the MAHARAJAH DULEEP SINGH.

The Maharajah shall, upon the demand of the Secretary of State in Council, do all that may be necessary to complete the securities which the Secretary of State in Council holds, or ought to hold, over His Highness's lands, or any of them, and in particular he shall execute a mortgage of Wangford, and certain contiguous estates,* to the Secretary of State in Council, in respect of the moneys which are, or ought to be, secured thereupon. The Maharajah shall undertake to co-operate with the Secretary of State in Council, and to obtain the concurrence of the Maharanee, and of all proper parties in such measures as the Secretary of State in Council may deem necessary (either in Parliament or otherwise) to effect, at His Highness's decease, the sale of the landed estates now possessed by him,† and the settlement of the sale proceeds thereof, and of other funds herein-after specified, for the benefit of his family in the manner following :

1. Two thirds of the sale proceeds of the Maharajah's present estates to be invested in the names of trustees in the purchase of

* This includes Lakenheath and all the other properties.

† That is to say, all the estates purchased by or for His Highness, whether now under settlement or not.

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Government stock, or such other securities (not being land or real estate) as may be hereafter agreed upon, and to be settled on his Highness's eldest son and his children, on the usual trusts, i.e., the income to be paid to the eldest son for his life, and the capital to go among his children attaining 21 years of age, &c.

2. The remaining one third of the sale proceeds to be invested in the names of trustees for the benefit during her life of any widow whom the Maharajah may leave. After her death, or in the event of the Maharajah not leaving a widow, one moiety of the amount to be held for the benefit of the person or persons for the time being entitled to the two thirds in paragraph one mentioned, or to the income thereof, the other moiety to be divided among the Maharajah's younger children, in such proportions as His Highness may by deed or will appoint, provided that no one child shall receive less than one half of what he or she would receive on an equal division. In default of appointment the last-mentioned moiety to be held in trust for all or any of such younger children who shall attain 21, or if female marry, and if more than one in equal shares. If no child lives to attain a vested interest the same moiety to belong to the Secretary of State in Council.

Note.—This clause comes into effect only in the event of the Maharajah leaving no issue. The figures are only approximate.

3. If the amount of India 4 per cent. stock (ten thousand eight hundred pounds a year = a capital sum of about two hundred and seventy thousand pounds) stipulated to be created for the benefit of the Maharajah's family by the terms of Sir Charles Wood's letter of 26th July 1862, and the Duke of Argyll's letter of 8th October 1869, shall owing to failure of issue, not become liable to be so created, the Maharajah's debt of one hundred and ninety-eight thousand pounds (constituted as is herein-after mentioned) to the Secretary of State in Council shall be paid out of the sale proceeds of the estates. The residue of such sale proceeds shall to the extent of one hundred thousand pounds, or such sum short of one hundred thousand pounds as it may amount to, be invested in the names of trustees for the benefit during her life of any widow whom the Maharajah may leave. After her decease, or in the event of the Maharajah not leaving a widow, such residue shall go according to his disposition by will. The excess of such sale proceeds above one hundred thousand pounds shall go according to his disposition by will. In case of the Maharajah's intestacy such residue and such excess to belong to the Secretary of State in Council.

4. If the said amount of stock shall, under the terms of the said two letters, become liable to be created, the Maharajah's said debt of one hundred and ninety-eight thousand pounds to the

Secretary of State in Council is to be repaid after the decease of His Highness by a corresponding diminution in the amount of stock raised. A.D. 1882.

5. The balance of the said India stock, after such repayment (say seventy-two thousand pounds*), to be divided amongst the Maharajah's younger children as aforesaid; and if no child lives to attain a vested interest, then it is to belong to the Secretary of State in Council. * Figures only approximate.

6. The policies of fifty thousand pounds and thirty thousand pounds on the Maharajah's life, effected by the Secretary of State in Council and the Maharajah respectively in the year 1876, and the policies for twenty thousand pounds effected by the Maharajah, which are referred to in His Highness's letter of 27th December 1875, to the Secretary of State, to be assigned to trustees, and the amount of the policies to be held upon the like trusts for the younger children, as are contained in the latter part of paragraph 2. The premiums on the policies for fifty thousand pounds (i.e., thirty thousand pounds, twenty thousand pounds) effected by the Maharajah shall be paid by Government out of His Highness's annual stipend of twenty-five thousand pounds.

7. In the event of all the Maharajah's younger children predeceasing him without having attained a vested interest in their respective shares in the amount of the policies, the money to arise from the policies effected by His Highness, or so much of it as shall be required for the purpose, shall be applied, in addition to the money which may be invested under paragraph 2 or paragraph 3 (as the case may be), to make up the sum of one hundred thousand pounds, to be vested in trustees for the benefit during her life of any widow of the Maharajah. After her death, or in the event of the Maharajah not leaving a widow, the same shall go according to any disposition thereof which the Maharajah may during his lifetime have made by deed or will. The residue of the moneys arising from the policies effected by the Maharajah shall also go according to his disposition by deed or will. The policies for fifty thousand pounds, on which the premiums will have been paid by the Secretary of State in Council out of Indian revenues, shall, in the contingency contemplated in this section, belong to the Secretary of State in Council.

8. In this memorandum the expression "younger child" or "younger children" denotes any child or children of His Highness other than a child who is for the time being entitled to the life interest in the funds subject to the trusts created under paragraph 1. In case there shall be only one child living at the decease of the Maharajah, such child shall be entitled to the benefits hereby

A.D. 1882. provided both for an elder and for a younger child. The words "child" or "children" denote those who may be living at the decease of His Highness or the issue of such as may be then dead, such issue being regarded as standing in the place of their parents respectively.

9. In consideration of the Maharajah's performance of the foregoing terms and conditions, the Secretary of State in Council will advance to the Maharajah the sum of forty-four thousand pounds without interest, to enable him to discharge his debt to Messrs. Coutts & Co., and to redeem the said policies for the sum of twenty thousand pounds, which are to be settled as in the sixth paragraph mentioned; will also advance to him the sum of three thousand pounds without interest, to pay off certain other debts, and will waive his claim to interest on the advance of ten thousand pounds made to His Highness in the month of August 1878, and on the further advance of three thousand pounds made in March 1879. The said sums of forty-four thousand pounds and three thousand pounds, and thirteen thousand pounds, together with the sum of one hundred and thirty-eight thousand pounds,* constitute the entire debt of one hundred and ninety-eight thousand pounds mentioned in paragraphs 3 and 4.

* Advanced for purchase of Elveden	-	110,000
Ditto for Wangford, &c.	-	28,000
		<u>£138,000</u>

27th July 1880.

And whereas the said Maharajah Duleep Singh and the Secretary of State in Council for India agreed to be bound by the terms of the said memorandum or scheme, dated the 27th July 1880, as a contract between them.

And whereas the said Maharajah has had issue by the said Maharanee Bamba his wife, six children, and no more, namely: the said Victor Albert Jay Duleep Singh, who was born on the 10th day of July 1866; Frederick Victor Duleep Singh, who was born on the 23rd day of January 1868; Bamba Sophia Jindan Duleep Singh, who was born on the 29th day of September 1869; Catherine Hilda Duleep Singh, who was born on the 27th day of October 1871; Sophia Alexandra Duleep Singh, who was born on the 8th day of August 1876; and Albert Edward Alexandre Duleep Singh, who was born on the 20th day of August 1879.

And whereas on the 2nd day of April 1881, an action of Duleep Singh v. Duleep Singh, 1881, S. 1439, was commenced in the Chancery Division of the High Court of Justice by the said Maharajah Duleep Singh as plaintiff, against the said Victor Albert Jay Duleep Singh, Frederick Victor Duleep Singh, Bamba Sophia

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Jindan Duleep Singh, Catherine Hilda Duleep Singh, Sophia Alexandra Duleep Singh, and Albert Edward Alexandre Duleep Singh respectively infants under the age of 21 years, the Princess Bamba, wife of the said Maharajah Duleep Singh, Henry Dudley Ryder, commonly called the Honourable Henry Dudley Ryder, Ronald Ruthven Leslie Melville, commonly called the Honourable Ronald Ruthven Leslie Melville, John Stewart Oliphant, and the Secretary of State in Council of India as defendants. And the said Maharajah Duleep Singh, by his amended statement of claim, delivered in the said action on the 7th day of April 1881, stated to the effect herein-before stated, and further alleged that it would be for the benefit of the said Victor Albert Jay Duleep Singh, and of the said other infant children of the said Maharajah Duleep Singh respectively, to accept the provisions to be made by the terms of the said memorandum or scheme of the 27th July 1880, in lieu of their respective rights and interests under the said indentures of settlement of the 24th day of April 1863, and the herein-before stated indenture of the 5th day of July 1867, and of all other, if any, their rights and interests arising out of the transactions between the said Maharajah Duleep Singh and successive Secretaries of State herein-before mentioned or referred to, and that if necessary or proper an Act of Parliament should be applied for to enable the terms of the said memorandum or scheme to be carried into full effect, and further alleged that the said Princess Bamba, wife of the said Maharajah Duleep Singh, was willing to accept the provisions to be made for her by the terms of the said memorandum or scheme in lieu of her rights and interests under the said indentures of settlement of the 24th day of April 1863, and the 5th day of July 1867. And that questions had been raised as to the legal effect of the documents and transactions therein-before mentioned and referred to, and in particular whether the said infant children of the said Maharajah Duleep Singh had any, and, if any, what rights and interests independently of the said Maharajah Duleep Singh in the property and funds, present and prospective, dealt with by the said memorandum or scheme, or in any and what parts thereof other than and except the property comprised in the said indenture of settlement of the 24th day of April 1863, and the herein-before stated indenture of the 5th day of July 1867; and that a question had also been raised on the part of the said Secretary of State in Council of India whether the limitations of the herein-before stated indenture of the 5th day of July 1867, as they then stood, were in accordance with prior engagements between the Secretary of State and the Maharajah Duleep Singh; but that if the terms of the said memorandum or scheme should be effectually

A.D. 1882! carried out, the determination of such questions would be unnecessary; and the said statement of claim prayed as follows, viz.:

- (1) That it might be declared that it would be for the benefit of the infant defendant Victor Albert Jay Duleep Singh, and of the defendants, the other infant children of the plaintiff, to accept the provisions to be made by the terms of the said memorandum or scheme dated the 27th day of July 1880, in lieu of their respective rights and interests under the said indenture of settlement of the 24th day of April 1863, and the herein-before stated indenture of the 5th day of July 1867, and of all other, if any, their rights and interests in the present and future funds and property in the said memorandum or scheme mentioned or referred to, and that it would be for their benefit that, if necessary or proper, an Act of Parliament should be applied for to enable the terms of the said memorandum or scheme to be carried into effect.
- (2) That the defendant the Princess Bamba, the wife of the said Maharajah Duleep Singh, might finally elect to accept the provision to be made for her by the terms of the said memorandum or scheme in lieu of her rights and interests under the said indenture of settlement of the 24th day of April 1863, and the herein-before stated indenture of the 5th day of July 1867.
- (3) That the contract between the said Maharajah Duleep Singh and the Secretary of State in Council of India, the terms whereof were contained in the said memorandum or scheme, might be performed, and that all such assurances, instruments, and things as should be necessary or proper for the effectually transferring, vesting, and settling the present and future property, estate, and effects dealt with by the said memorandum or scheme, in accordance therewith, might be executed and done by all proper parties, and that if it should appear to be necessary or proper that application should be made to Parliament for an Act to give effect to the terms of the said memorandum or scheme, that such Act might be applied for under the direction of the court.
- (4) That if, and so far as necessary the rights of all parties interested in the property and funds mentioned or referred to in the said memorandum or scheme, and the legal effect of the several documents and transactions therein-before stated, might be declared and determined and for consequential relief.

And whereas by an Order of the High Court of Justice dated the 22nd day of April 1881, made in the said action of Duleep Singh

v. Duleep Singh, the said Ronald Ruthven Leslie Melville, was appointed guardian ad litem of the infant defendants. A.D. 1882.

And whereas the defendants to the said action other than the defendants Henry Dudley Ryder, Ronald Ruthven Leslie Melville, and John Stewart Oliphant did not deliver any defence to the said statement of claim, and the three last-named defendants, by their statement of defence, delivered the 6th day of May 1881, submitted to act as the court should direct.

And whereas by the judgment of the High Court of Justice, dated the 30th day of July 1881, in the said action of Duleep Singh v. Duleep Singh, on motion for judgment and trial of the action, it was declared that it would be for the benefit of the infant defendant, Victor Albert Jay Duleep Singh (the eldest son of the said Maharajah Duleep Singh), and of the defendants Frederick Victor Duleep Singh, Bamba Sophia Jindan Duleep Singh, Catherine Hilda Duleep Singh, Sophia Alexandra Duleep Singh, and Albert Edward Alexandre Duleep Singh (the other infant children of the said Maharajah), to accept the provisions to be made by the terms of the memorandum or scheme dated the 27th July 1880, in the statement of claim mentioned, in lieu of their respective rights and interests under the indenture of settlement of the 24th April 1863, and the indenture of the 5th day of July 1867, in the statement of claim respectively mentioned, and of all other, if any, their rights and interests in the present and future funds and property in the said memorandum or scheme mentioned or referred to, and that it would be for their benefit that an Act of Parliament should be applied for to enable the terms of the said memorandum or scheme to be carried into effect. And the said Princess Bamba, the wife of the said Maharajah, by her counsel finally electing to accept the provisions to be made for her by the terms of the said memorandum or scheme, in lieu of her rights and interests under the said indenture of settlement of the 24th April 1863, and the said indenture of the 5th July 1867, it was declared that the contract between the said Maharajah Duleep Singh and the Secretary of State in Council of India, the terms whereof were contained in the said memorandum or scheme, ought to be performed subject to such modifications (if any) of the terms of the said memorandum or scheme as might be agreed to by the said Maharajah Duleep Singh and the Princess Bamba his wife, and the Secretary of State in Council of India, and approved by the judge in chambers on behalf of the infant defendants to the said action, and it was ordered and adjudged accordingly. And it was ordered that it should be referred to the judge in chambers to approve the draft of a Bill in

A.D. 1882. Parliament for an Act to carry into effect the terms of the said memorandum or scheme, with such modifications (if any) as aforesaid. And it was ordered that the said Maharajah Duleep Singh should be at liberty accordingly to apply to Parliament for an Act to give effect to the terms of the said memorandum or scheme, with such modifications of the terms as aforesaid. And it was ordered that the further consideration of the action should be adjourned, and any of the parties were to be at liberty to apply as they might be advised.

And whereas by an order of the judge in chambers made in the said action on the 5th day of May 1882, it was ordered that the modifications of the terms of the said memorandum or scheme of the 27th July 1880, as modified in the manner set forth in the schedule to the said order, and entitled "scheme of arrangement," which terms, as so modified, had been agreed to by the said Maharajah Duleep Singh and the Maharanee Bamba his wife, and by the Secretary of State in Council of India (being the document set forth in the schedule annexed to this Act), should be approved on behalf of the infant children of the said Maharajah, defendants to the said action.

And whereas by a certificate of the chief clerk of his lordship, made in the said action on the 6th day of May 1882, he certified that the draft of a Bill for the said Act had been settled and approved by the judge, and was identified by his signature in the margin thereof, and that the several instruments, facts, and events recited in the preamble to the Bill before the recital of the said certificate had been proved in the action.

And whereas it is expedient that the said scheme of arrangement (containing the terms of the memorandum or scheme of the 27th July 1880, with such modifications as aforesaid,) should be carried into effect, but inasmuch as the rights of children and other issue of the said Maharajah Duleep Singh who may hereafter be born will be affected thereby, the objects sought cannot be obtained without the authority of Parliament.

Therefore your Majesty's most dutiful and loyal subject, The Maharajah Duleep Singh, doth 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 the authority of the same, as follows :

Short title.

1. This Act may for all purposes be cited as *The Maharajah Duleep Singh's Estate Act, 1882.*

A.D. 1882.

2. The schedule to this Act annexed shall be deemed part of this Act.

Schedule to be part of Act.

3. The scheme of arrangement set forth in the schedule to this Act, containing the terms of the memorandum or scheme, dated 27th day of July 1880, in the preamble to this Act mentioned, with modifications, is hereby confirmed, and shall have effect according to the tenor thereof.

Scheme of arrangement confirmed.

4. It shall be lawful for the High Court of Justice in the said action of Duleep Singh v. Duleep Singh, or for any judge thereof to direct all settlements, deeds, instruments, and things to be executed and done as the said court or judge shall deem proper for carrying into effect the scheme of arrangement hereby confirmed, and the said court or judge may direct the insertion in any such settlements, or other instruments of all such powers, provisions, and clauses as the court shall deem necessary for the purposes of the said arrangement, or as are usual in settlements of a like nature, and the said court or judge may declare the interests of any infant or unborn issue of the said Maharajah Duleep Singh in the hereditaments and property comprised in the said scheme to be the interests of persons who are or upon coming into existence would be trustees within the meaning of the Trustee Act, 1850, and to make such orders as to the estates, rights, and interests of such persons, whether born or unborn, in the said hereditaments and property as the said court or judge might make as to the estates, rights, or interests of trustees, born or unborn, under the provisions of the last-mentioned Act, or of the Act 15 and 16 Vic., cap. 34, extending the same.

Settlements, &c. to be executed as the court shall direct.

5. The costs and expenses of applying for and obtaining this Act shall be paid and borne in such manner as the said court or judge shall by order in the said action direct, and the said court or judge may order the whole or any part of such costs and expenses to be a charge on the hereditaments comprised in the said scheme, and may direct the same to be raised by sale or mortgage of a sufficient part of such hereditaments, and to be taxed in such manner as the said court or judge shall direct.

Costs.

6. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons and bodies, politic and corporate, and their respective heirs, successors, executors, and administrators (other than the several persons and bodies who by this Act are expressly excepted out of the general saving), all such estate, right, title, interest, property, benefit, claim, and demand

General saving.

A.D. 1882. whatsoever of, in, to, or out of the estates and property comprised in the said scheme, or any part thereof, as they or any of them had before the passing of this Act, or would, could, or might have, hold, or enjoy, if this Act were not passed.

Persons
bound by
Act.

7. The persons and bodies following, and their respective heirs, successors, executors, administrators, and assigns, are by this Act excepted out of the general saving in this Act contained, and are the only persons bound by this Act:

The parties to the said action of *Duleep Singh v. Duleep Singh*, 1881, S. 1439, but as regards the said Henry Dudley Ryder, Ronald Ruthven Leslie Melville, and John Stewart Oliphant, only in their capacity as trustees of the indentures of settlement, dated the 24th day of April 1863 and the 5th day of July 1867 respectively, and all persons and bodies corporate now or hereafter claiming through; under, or in trust for the said parties respectively.

All children and remoter issue of the Maharajah Duleep Singh who may hereafter be born.

Any wife of the said Maharajah Duleep Singh who may survive him.

Evidence of
Act.

8. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

The SCHEDULE to the above Act.

A.D. 1882.

SCHEME OF ARRANGEMENT.

The terms of the memorandum or scheme, dated 27th July 1880, to be modified, and as modified, to be as follows:

The Maharajah's estates, in the memorandum of 27th July 1880, mentioned, to be conveyed to trustees free from existing trusts and charges as to freeholds, to the uses following (copyholds and leaseholds to be held on corresponding trusts), viz.:

To the use that the Maharanee Bamba should, during the joint lives of the Maharajah and herself, receive an annuity of 600*l.* a year by way of pin-money, with the usual powers for distress and entry, and a term of years for securing the same, and subject thereto.

To the use of the Maharajah for life without impeachment of waste.
Remainder

To the use of the trustees in fee upon trust for sale.

Usual powers of leasing, sale, and exchange, enfranchisement, &c., to be exercised during the life of the Maharajah with his consent in writing.

The policies for one hundred thousand pounds in the memorandum mentioned to be assigned to the trustees with covenant by the Secretary of State to keep on foot or restore them.

The Secretary of State to covenant for the transfer to the trustees within three months after the Maharajah's death (unless he shall leave no issue surviving him), of the balance of India stock (seventy-two thousand pounds), in the memorandum mentioned, after deducting the debt of one hundred and ninety-eight thousand pounds, in the memorandum mentioned, such stock to carry dividend as from the Maharajah's death.

Trust moneys to be invested in the names or under the legal control of trustees in the public funds or Government securities of the United Kingdom or India, or of any colony or dependency of the United Kingdom, or in bank stock or East India stock, or in the stocks or shares of any railway or other public company of the United Kingdom or India, which company at the time of investment shall be entitled to the benefit of a guarantee by the Government of the United Kingdom or of India for a term, of which not less than fifty years shall be unexpired, or on the debentures or debenture stock of any British railway which has paid a dividend on its ordinary capital or stock for three years next before the date of investment, with power to vary securities with the consent of the Maharajah during his life, and of any person entitled to a life interest in possession.

Declaration that if there shall be no issue of the Maharajah living at his death, one moiety of the policy moneys to be in trust for the Secretary of State.

A.D. 1882.

The proceeds of sale of the estates to be in the first place upon trust for payment of the debt of one hundred and ninety-eight thousand pounds.

The residue of the proceeds of sale and the other moiety of the policy moneys to be upon trust to raise thereout one hundred thousand pounds to be invested under the power of investment, and the income to be paid to any widow of the Maharajah for her life, and subject to such last-mentioned trusts, the residue of the proceeds of sale to be upon such trusts as the Maharajah shall by will appoint.

And in default upon trust for the Secretary of State and the other moiety of the policy moneys to be upon trust for the Maharajah.

Declaration that, if there shall be issue living at the death of the Maharajah, the trust funds will be upon the trusts following, viz. :

As to two thirds of the sale proceeds—

Upon trust for Victor Albert Jay Duleep Singh for life, with power for him to appoint by deed or will one third of the income, or any less amount to his widow (if any) for her life, or for any shorter period, and subject thereto. Upon trust for such children or remoter issue of Victor Albert Jay Duleep Singh as he shall by deed or will appoint; and in default of appointment for his children who, being male, attain twenty-one, or, being female, attain that age or marry, equally.

In default

Upon similar trusts for Frederick Victor Duleep Singh his widow and children.

In default

Upon similar trusts for Albert Edward Alexandre Duleep Singh, his widow and children.

In default

Upon trust for such children or remoter issue of the Maharajah living at his decease, as he shall by deed or will appoint.

In default of appointment

Upon trust for such children of the Maharajah living at his death, and such issue then living of any deceased children as being male shall attain 21, and being female shall attain that age, or marry under that age equally per stirpes.

In default

Upon trust for the Maharajah.

Proviso that not more than one half of the annual income of the two thirds of the proceeds shall at any one time be payable to widows, and that such widows as between themselves shall take according to the seniority of their respective husbands.

The remaining one third of sale proceeds to be

Upon trust for any widow of the Maharajah for life. Remainder

As to one moiety

Upon the trusts of the two thirds of the sale proceeds.

As to the other moiety and the India stock transferred to the trustees and the policy moneys to be A.D. 1882.

Upon trust for such issue of the Maharajah living at his decease, except issue who on the Maharajah's death are or become entitled either absolutely or for life, or contingently on attaining a given age, or marrying, and either in possession or subject to a preceding interest or interests of limited duration, to an interest in the two thirds of such proceeds, not defeasible by reason of any preceding interest in the corpus, which may afterwards come into existence, as the Maharajah by deed or will appoints, but no object to receive less than one half of the share, to which in default of appointment he or she would be entitled.

In default of appointment

Upon trust for such children of the Maharajah living at his death (except as aforesaid) and such issue then living (except as aforesaid) of any deceased children as being male attain twenty-one, or being female attain that age or marry, equally as tenants in common per stirpes.

In default

As to the policies for fifty thousand pounds effected by the Secretary of State upon trust for the Secretary of State.

And as to the policies for fifty thousand pounds effected by the Maharajah and the last-mentioned moiety of the one third of the proceeds of sale and the India stock.

Upon trust for such issue of the Maharajah living at his decease as he by deed or will appoints.

In default of appointment

Upon trust for such children of the Maharajah living at his decease and such issue then living of any deceased children as being male attain twenty-one, or being female attain that age or marry, equally as tenants in common per stirpes.

In default as to the last-mentioned moiety of the one third of the proceeds of sale and the India stock.

Upon trust for the Secretary of State.

As to the policy moneys for fifty thousand pounds effected by the Maharajah.

Upon trust for the Maharajah.

Usual clauses for advancement, maintenance, &c., and for appointment of new trustees by the Maharajah, with consent of the Secretary of State.

Agreement between the Secretary of State and the Maharajah that the interest on so much of the one hundred and ninety-eight thousand pounds debt as bears interest and the premiums on the policies for fifty thousand pounds assigned by the Maharajah shall be deducted from the twenty-five thousand pounds pension.

The forty-four thousand pounds to be paid to the Maharajah on his executing the settlements with interest from the 30th July 1881, at the rate of four per cent. per annum.

