

Inventory of Charles Tennant
SC36/48/27, pp. 624-626

Transcript of Charles Tennant's settlement
Glasgow Sheriff Court Settlements (SC36/51/16 pp.247-259)

7th January 1840

Tennant – I Charles Tennant Merchant in Glasgow For settling during my life the succession to my Effects and Estate and for love and favor which I have and bear to my wife and children Have Disposed as I hereby do Dispose assign convey and Make over from me after my death to and in favor of John Tennant and Charles James Tennant my sons equally between them and to the survivor of them In trust for behoof of himself and the heirs of the body of the deceiver and failing heirs of the body of the deceiver then to the said survivor All and Sundry Lands tenements and Heritages and goods gear debts and effects and in general the whole subjects and estate heritable and moveable real and personal owing and belonging or that shall be owing and belonging to me at my death And particularly my share and interest in the concern of Charles Tennant & Company Merchants in Glasgow with the whole rents interest and produce and writs evidents and securities of the premises Excepting from this general conveyance in the event of my decease survived by Margaret Wilson my wife my whole household furniture and plenishing including bed and table linen silver plate and heirship moveables which in that event I hereby assign and convey to the said Margaret Wilson, Excepting also in the same event my books and body apparel and watch & trinkets which I also in the same event assign and convey to the said Margaret Wilson But Declaring that these presents and this Conveyance are granted and shall be accepted by the said John Tennant and Charles James Tennant and the survivor of them and the said subjects are disposed with and under the burdens and conditions following vizt. First With and under the burden of the payment of my whole just and lawful debts & obligations and sickbed and funeral charges In the second place under the burden of an annuity or Jointure to the said Margaret Tennant or Wilson my wife in case of her surviving me during all the days and years of her life and widowhood of £800 Stg payable at two terms in the year Whity & Marts by equal portions beginning the first payment of the said annuity at the first of these terms which shall occur after my decease and thenceforth continuing in the regular payment thereof at the said two terms yearly – With one fifth part of one terms payment farther in name of liquidated damages expences and penalty in case of and for such failure in the regular payments of the said annuity

attour the said twenty payments themselves and the lawful interest thereof after the several terms of payment till payment And I Provide and Appoint that the said John Tennant and Charles James Tennant shall within twelve months after my death lend out and secure on good heritable or personal security to the satisfaction of the said Margaret Wilson such a principal sum as will be sufficient to yield a yearly Income of £800 Stg and to take the same payable to the said Margaret Wilson in liferent for security of the payment of the said jointure and to themselves in fee. And farther the said John Tennant and Charles James Tennant shall be bound as by acceptation hereof they hereby bind and oblige themselves over & above the said security to grant Bond for the regular payment of the said jointure to the said Margaret Wilson Declaring that the provisions before written in favor of the said Margaret Wilson my wife shall be in lieu and in full to her of all terce of lands half or third of moveables or other provisions legal or conventional by marriage Contract or otherwise competent to her or her next of kin forth of or from my Estate or the goods in Communion betwixt her and me And farther providing that in case the said Margaret Wilson should enter into another marriage after my death that from and after such second marriage she shall forfeit and have no longer right to the provisions herein contained but shall from and after such second marriage be restricted to the provisions made in her favor by post nuptial Contract of Marriage between her and me bearing date the 29th day of June 1821 hereby referred to And In the third Place Whereas I have already provided Charlotte Tennant my second daughter wife of Doctor John Couper Physician in Glasgow in the sum of £5000 by Contract of Marriage between them to which I am a party and have made a provision to the extent of £3000 in favor of Margaret Tennant my eldest daughter relict of the deceased James Dunlop Junior Merchant in Glasgow And it being my intention that each of my daughters shall receive an equal share of my Estate Therefore the said John Tennant and Charles James Tennant shall be bound as by acceptation herof they Bind & Oblige themselves to pay to themselves the said John Tennant and Charles James Tennant, the said John Couper my son in law William Couper Writer in Glasgow Henry Dunlop and Charles Dunlop sons of James Dunlop Cotton Spinner in Glasgow and George Wilson and JohnWilson sons of John Wilson of Thornlie my brother in law and the survivors and acceptors and the survivor and acceptor of them as Trustees for the purposes after specified the major number of them accepting and surviving from time to time being a quorum the principal sum of £2000 Sterling on account and for behoof of the said Margaret Tennant so as to give her a sum or provision of £5000 St[erlin]g and also to

pay to the said Trustees and their foresaids as provisions for behoof of each of Elizabeth Tennant, Mary Tennant, Christina Tennant and Catherine Tennant my four youngest daughters the sum of £5000 St[erlin]g making together the sum of £20,000 St[erlin]g And I empower and recommend the said Trustees to allow the said John Tennant and Charles James Tennant such time for payment of the said provisions by instalments as they shall think prudent and reasonable in order to enable them to pay the same from the shares of profits of the said Copartnership of Charles Tennant & Company but not exceeding four years after my death unless the said John Tennant and Charles James Tennant shall be able to find them additional security for the payment thereof, in which case at the expiry of four years the said Trustees shall have power to allow all or any part of the said provisions to remain in the hands of the said John Tennant and Charles James Tennant for a longer term but not exceeding four years further Declaring that the time to be allowed to them the said John Tennant and Charles James Tennant for payment of the said provisions shall be entirely at the discretion of my said Trustees And I Provide and Appoint that the said Trustees and their foresaids shall hold and invest the whole of the provisions hereby made by me in favor of my said daughters in trust for behoof of each of my said daughters respectively for her liferent alimentary use of the annual proceeds of the same allenary seclusive of the jus mariti and right of administration of each of their husbands and not affectable by the debts or deeds of them or of their husbands or by any diligence or execution thereon and for behoof of the heirs of their respective bodies in fee in such proportions as they shall respectively appoint by a Writing under their hands which failing equally among the heirs of their respective bodies in fee and failing heirs of the body of each or any of them then for behoof of their respective heirs or assigns whomsoever in fee Reserving always full power and authority as I hereby commit to the said Trustees and their quorum full power and authority to pay to each and any of my younger Daughters on occasion of their respective marriages such a sum of money as they may think fit not exceeding £1000 St[erlin]g to each; And farther in case of the decease of any of my Daughters leaving heirs of their respective bodies under age at the time of their respective deaths I appoint that the provisions hereby made in favor of such daughters or daughter and their children shall remain invested in the persons of the said Trustees and as Curators hereby appointed for them until they respectively attain to majority Which provisions in favor of my said children shall be in full to them of all claims legal or conventional competent to them from my Estate & Effects or the goods in communion betwixt their mother and me at the dissolution of our marriage And I request the said John Couper W[illia]m Couper, Henry Dunlop Charles Dunlop George Wilson John Wilson John Tennant and Charles James Tennant to

accept of the said offices of Trustees and Tutors and Curators hereby Committed to them And Provide and Declare that they shall be vested with and entitled to the fullest powers and exemptions usually conferred upon persons in like cases acting gratuitously and from motives of friendship in the affairs of others And in particular without limitation of the foregoing general provision I Provide and Declare that they and their foresaids shall have full power to submit to arbitration all disputed claims competent to or against my said Daughters and even to compound or take part for the whole of any bad or disputed debts or claims That they may either lend out the Trust funds under their management on personal or heritable security or invest the same in the purchase of shares of stock in Chartered Companies: That they shall not be liable for the sufficiency or responsibility of the persons to whom or the subjects upon which they may lend out or in which they may invest the proceeds of the premises Provided such persons and subjects are reputed adequate at the time of lending That they shall not be obliged to do any other diligence than to them shall seem proper nor be liable for omissions nor in solidum nor pro rata for the intromissions of each other but each of them shall be liable for his own actual intromissions only deducting and retaining his necessary expences and disbursements in the premises as the same shall be ascertained by the account and oath if required of the disburser while in life and by such account alone in case of death in place of all other proof And farther I hereby authorise the said Trustees and their said quorum to appoint from time to time any one of their number or any other proper person or persons to be factor or factors under them for the execution of this Trust and to allow such factor or factors a reasonable gratification for trouble and to remove such factor or factors at pleasure and to appoint another or others in his or their place And they shall not be liable for the intromissions of such factor or factors provided they oblige them to find security for the same nor shall they be liable for the sufficiency of the said security as also I hereby authorise and empower the said Trustees and the survivors and acceptors and the survivor and acceptor of them and their said quorum at any time when they shall judge it proper to Nominate and Assume any person or persons whom they shall think fit to be Trustee or Trustees along with or in succession to them in the execution and management of the said Trust or in the place of any Trustee or Trustees deceasing or resigning from time to time; To which new Trustee or Trustees in that event I hereby commit and in their favor provide the whole powers privileges & exemptions conferred on the Trustees above named Reserving always to myself the liferent use and enjoyment of the premises and full power & liberty at any time in my life and even on deathbed to revoke burden qualify explain or in any way to alter these presents at pleasure Dispensing with the de-

livery hereof and declaring that the same though found lying by me or in the custody of any other person undelivered at the time of my death shall so far as unaltered have the full force strength and effect of a delivered evident any law or custom to the contrary notwithstanding Consenting to the Registration hereof in the Books of Council & Session or other competent for preservation and for that purpose Constituting ----- Procurators

In witness whereof these presents written upon this and the four preceding pages of stamped paper by Alexander Scott Clerk to Andrew Mitchell and Thomas Grahame Writers in Glasgow are together with the marginal note on the second page hereof also written by the said Alexander Scott subscribed by me the said Charles Tennant at Glasgow the fourth day of August 1825 years before these witnesses the said Thomas Grahame and Alexander Scott (signed) Charles Tennant Tho[ma]s Grahame witness Alex[ander] Scott witness

1 Codicil -----I the before

designed Charles Tennant judging it necessary and being resolved to exercise the reserved power contained in the foregoing Disposition & Settlement And considering that subsequent to the date thereof my daughter Mary Tennant was married to and is now the wife of William Couper Writer in Glasgow one of the Trustees named by me And that by the Contract of Marriage entered into between the said William Couper and Mary Tennant to which I am a party bearing date the second day of April 1828 years I have provided & secured to my said daughter and her husband the sum of £5000 St[erlin]g which sum was accepted of by them in full of all claims competent to the said Mary Tennant for legitim bairns part of gear or other claims competent to her against my means and estate and the goods in communion between her father and mother all which are thereby discharged saving always and excepting any further or other provisions which I had made or might make in her favor Therefore in consequence of the provision made by me to my said Daughter by the foresaid Contract of Marriage I in virtue of the reserved power before written do hereby revoke and recal the provision of £5000 St[erlin]g made by me in favor of the said Mary Tennant by the Disposition and Settlement before written and declare the said provision to be now and hereafter void and null Further I do hereby provide and declare that in the event of any of my daughters Margaret Tennant, Elizabeth Tennant, Christina Tennant and Catherine Tennant dying intestate and without leaving heirs of their bodies the sums provided to them respectively by the foregoing Disposition and Settlement shall descend to and be equally divided among my surviving Daughters and the lawful children of such of my daughters as may at that time be dead share and share alike it being my intention that the children of those who are dead should represent their parents and inherit the shares to which their

parents would have been entitled if alive And in so far as the foresaid Disposition & Settlement is not hereby revoked or altered I do hereby Ratify and Confirm the same under all the powers and reservations therein contained And I Consent to the Registration hereof along with the said Deed of Settlement in terms of the within clause of Registration and thereto Constitute the same procurators In witness whereof this Codicil written on the back of the said Deed of Settlement by James Munro Clerk to Wilson & Macintyre Writers in Glasgow is subscribed by me at Glasgow the 20th day of September in the year 1832 before these witnesses William Wilson and Donald Macintyre both Writers in Glasgow (signed) Charles Tennant W[illiam] Wilson witness Don[ald] Macintyre witness
2 Codicil

I the before designed Charles Tennant judging it necessary and proper to make a farther exercise of the reserved power contained in my foregoing Deed of Settlement And considering That my daughter Catherine Tennant was lately married to and is now the wife of Robert Wallace Writer in Glasgow and that by the Contract of Marriage entered into between the said Robert Wallace and Catherine Tennant to which I am a party bearing date the 9th day of June 1834 I have provided and secured to my said Daughter Catherine and her said husband the sum of £5000 St[erlin]g which sum was accepted of by them as in full of all claims competent to her the said Catherine Tennant for legitim bairns part of gear or otherwise against my means and estate and the goods in communion between her father and mother all which are thereby discharged excepting always any farther or other provision which I had made or might make in her favour Therefore in consequence of the provision so made by me to my said Daughter Catherine in her said Contract of Marriage I in virtue of the reserved power before written do hereby revoke and recal the provision of £5000 St[erlin]g made by me in favor of her the said Catherine Tennant by my said Disposition and Settlement beforewritten And declare the said provision to be now and hereafter void and null: Farther I have considered it expedient and proper to revoke and recal the provision of £5000 St[erlin]g made by me to my Daughter Elizabeth Tennant by my said foregoing Deed of Settlement and in lieu and place thereof to provide her with an annuity during her life Therefore I do hereby revoke and recal the said provision made by me to my said Daughter Elizabeth Tennant and in lieu and place thereof I hereby direct and appoint the Trustees before named in my said foregoing Deed of Settlement to make payment to my said Daughter Elizabeth Tennant of an annuity of £200 St[erlin]g during all the days and years of her life payable at two terms in the year Whits[unday] and Mart[in]s by equal portions beginning the first paymant thereof at the first of these terms that shall occur after my decease

and thenceforth continuing in the regular payment of said annuity at the said two terms yearly during the life of the said Elizabeth Tennant with one fifth part of each terms payment farther in name of liquidated damages expences and penalty in case of and for each failure in the regular payment of said annuity attour the said termly payments themselves and the lawful interest thereof after the several terms of payment until payment and in so far as my foresaid Disposition & Settlement is not revoked or altered by this present Codicil or by the former Codicil made by me thereto and contained in the immediate preceding page I do hereby Ratify and Confirm the same and the said former Codicil with and under the powers privileges conditions & reservations therein contained And I consent to the Registration hereof along with the said Deed of Settlement in terms of the clause of Registration therein contained and thereto constitute the same Procurator therein named In witness whereof this Codicil written upon stamped paper by Francis Craig Clerk to Wilson & Macintyre Writers in Glasgow is subscribed by me at Glasgow the 26th day of Nov[embe]r 1834 years before these witnesses Donald Macintyre Writer in Glasgow and the said Francis Craig (signed) Charles Tennant Don[al]d Macintyre witness Fra[ncis] Craig witness
3 Codicil

I the before designed Charles Tennant judging it necessary and proper to make a farther exercise of the reserved powers contained in my foregoing Deed of Settlement & Considering that my daughter Christina Tennant was lately married to and is now the wife of Alexander Couper Merchant in Glasgow & that by the Contract of Marriage entered into between the said Alexander Couper and Christina Tennant to which I am a party bearing date the third day of January 1838 years I have provided and secured to my said daughter Christina and her said husband the sum of £5000 Sterling which sum was accepted of by them as in full of all claims competent to her the said Christina Tennant for legitim bairns part of gear or otherways against my means and estate and the goods in communion between her father and mother all which are thereby discharged excepting always any farther or other provision which I had made or might make in her favor Therefore in consequence of the provision so made by me to my said daughter Christina in her said Contract of Marriage I in virtue of the reserved power before written do hereby revoke and recal the provision of £5000 St[erlin]g made by me in favor of her the said Christina Tennant by my said Disposition & Settlement before written and declare the said provision to be now and hereafter void and null Farther Whereas it is erroneously stated in my said Deed of Settlement That I had made a provision to the extent of £3000 in favor of Margaret Tennant my eldest daughter relict of the deceased James Dunlop Junior Merchant in Glasgow and I thereby bound and obliged my disponees John Tennant and Charles James Tennant to pay to themselves

and the other Trustees therein named the principal sum of £2000 St[erlin]g on account and for behoof of the said Margaret Tennant or Dunlop to make her provision equal to that of each of my other Daughters But the true amount of the provision so previously made by me to the said Margaret Tennant or Dunlop having been £4000 and ought to have been so stated instead of the erroneous sum of £3000 Therefore I now declare that the provision previously made by me in favor of the said Margaret Tennant my eldest daughter and referred to in my said Deed of Settlement being £4000 St[erlin]g the said John Tennant and Charles James Tennant shall only be bound to pay to themselves and the other Trustees named in my said Settlement on account and for behoof of the said Margaret Tennant or Dunlop the sum of £1000 St[erlin]g and not £2000 as erroneously stated aforesaid And in so far as my said Deed of Settlement is not revoked or revoked or altered by this Codicil or the two former Codicils made by me thereto and contained on this and the two immediate preceding pages I hereby Ratify & Confirm the same and the said Codicils with and under all the powers and privileges conditions & reservations therein expressed And I consent to the Registration hereof along with the said Deed of Settlement in terms of the clause of Registration therein contained and thereto constitute the same Procurators therein named In witness whereof this Codicil written upon stamped paper by Robert Gibson Clerk to Wilson & Macintyre Writers in Glasgow is subscribed by me at Glasgow the 10th day of January 1838 years before these witnesses William Wilson & Donald Macintyre both Writers in Glasgow (signed) Comp[ea]red Charles Tennant W[illia]m Wilson witness Don[al]d Macintyre witness Recorded in Books of Council & Session the 9th Nov[embe]r 1838