Books shall thenceforth be a valid and effectual Acquittance and Discharge for the Sum or Sums expressed therein to have been received.

Money paid into the Bank to be subject to the Uses herein specified.

IX. And be it enacted, That all Sums of Money which shall be paid into the Bank of *England* under this Act shall be transferred to the Account kept by the Bank of *England* with Her Majesty's Exchequer, and shall be applied in the first place for paying off all the Exchequer Bills to be advanced by virtue of this Act, with such Interest as shall be payable thereon, at the respective Days and Times and in the Order and Course in which the same are directed to be discharged; and any Surplus which shall remain shall be made Part of the Consolidated Fund of *Great Britain* and *Ireland*.

Account to be laid before Parliament.

X. And be it enacted, That the Lord High Treasurer or Commissioners of Her Majesty's Treasury shall cause to be prepared, and shall lay before both Houses of Parliament, within Fourteen Days next after the Fifth Day of *January* in every Year if Parliament shall be then sitting, and if not, then within Fourteen Days next after the Beginning of the next Session of Parliament, an Account of all Sums advanced to the said several Islands under this Act, and also an Account of all Sums repaid by reason of such Advances, with the Interest paid thereon, made up for the Year ending on the said Fifth Day of *January*.

Act may be amended, &c.

XI. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

CAP. LXIV.

An Act for carrying into effect an Agreement between the Commissioners of Her Majesty's Woods and the Earl of *Haddington*, for the Purchase and Surrender of the Office of Hereditary Keeper of the Royal Park of *Holyrood House*; and for other Purposes relating thereto. [22d *August* 1843.]

'WHEREAS the Queen's most Excellent Majesty, in right 'of Her Crown, is seised to Herself, Her Heirs and 'Successors, of the Palace of *Holyrood House*, adjacent to the 'City of *Edinburgh*, and of the Royal Park of *Holyrood House* 'contiguous thereto: And whereas His Majesty King *Charles* 'the First, by His Charter under the Great Seal of *Scotland*, 'bearing Date the Tenth Day of *August* in the Year of our 'Lord One thousand six hundred and forty-six, and of His 'Reign the Twenty-second Year, made and constituted Sir '*James Hamilton* of *Priestfield*, Knight, and his Heirs Male, 'Hereditary Keepers of His said Majesty's Park of *Holyrood* '*House*, and of all Parts and Penticles pertaining to the same, 'and gave to the said Sir *James Hamilton* and his aforesaids 'the Hereditary Office and Keepership of the said Royal Park, 'with all Fees, Casualties, Duties, and Privileges whatsoever

Charter of Charles I. to Sir J. Hamilton, 10th August 1646.

'to

'to the same pertaining, with full Power to the said Sir *James* '*Hamilton* and his foresaids of admitting and constituting 'Under Keepers of the said Park, One or more, at their Plea- 'sure, and for exercising their said Office gave, granted, and 'assigned to the said Sir *James Hamilton* and his foresaids 'heritably the particular Fees and Duties belonging to the 'same, with Power to the said Sir *James Hamilton* and his 'foresaids, by themselves and others in their Names having 'their Warrant, of uplifting the aforesaid Fees, Casualties, and 'Duties whatsoever to the said Park pertaining in all Time 'to come, and for all Years then past and unpaid, inhibiting 'all His said Majesty's Subjects from directly or indirectly, 'under whatever Pretext of Possession, Title, or Right, inter- 'fering with the said Park or any thing pertaining thereto in 'all Time to come, without a Licence or Right from the said 'Sir *James Hamilton* and his foresaids to the same first had 'and obtained, as they should answer to the contrary at their 'highest Peril, and commanded, willed, granted, and ordained 'that One Sasine to be taken in future by the said Sir *James* '*Hamilton* and his foresaids in the said Park should be a suffi- 'cient Sasine for the said Hereditary Office of Keeper of the 'said Park, with the Meadows and Casualties to the same per- 'taining, to be holden of His said Majesty and His Successors 'in Free Blench Farm, Fee, and Heritage for ever, by all the 'righteous Meiths and Marches thereof as the same lie in 'Length and Breadth, with free Ish and Entry, and with all 'and singular Liberties, Commodities, Profits, Easements, and 'just Pertinents whatsoever, as well named as not named, 'and as well under the Earth as above the Earth, far or near, 'to the said Office belonging or justly appertaining howsoever, 'in future, freely, quietly, fully, wholly, honourably, well, and 'peaceably, without any Impediment, Revocation, Contradiction, 'or Obstacle whatsoever, the said Sir *James Hamilton* and his 'foresaids paying for the same every Year to His said Majesty 'and His Successors One Penny usual Money of the Kingdom 'of *Scotland* at the Feast of *Pentecost* in Name of Blench Farm, 'if asked only: And whereas the said Sir *James Hamilton* 'having departed this Life was succeeded in the said Heritable 'Office by his Son and Heir Sir *James Hamilton* of *Priestfield*, 'conform to Retour of his Special Service dated the Fifth Day 'of *January* One thousand six hundred and sixty-six, Precept 'from the Chancery of *Scotland* dated the Ninth Day of *No-* '*vember* in the said Year One thousand six hundred and sixty- 'six, and Instrument of Sasine following thereon, dated the 'Tenth and recorded in the Particular Register of Sasines 'kept at *Edinburgh* the Nineteenth Day of *November* in the 'said Year One thousand six hundred and sixty-six: And 'whereas the said last-mentioned Sir *James Hamilton* having 'resigned his said Heritable Office into the Hands of the Lords 'Commissioners of Treasury and Exchequer, as the Commis- 'sioners of the Crown for receiving Resignations, and granting 'new Infeftments thereupon, in favour and for new Infeftments 'thereof

Death of Sir James Hamilton, and Succession of his Son and Heir.

Charter of Resignation by King William and Queen Mary to Thomas Earl of Haddington, 23d January 1691.

'thereof to be made and granted to *Thomas* Earl of *Haddington*, 'in the Instrument of Resignation designed as Mr. *Thomas* 'Hamilton, Second lawful Son and Heir of Tailzie and Pro- 'vision of *Charles* then late Earl of *Haddington* deceased, a 'Charter of Resignation was granted by Their Majesties King 'William and Queen *Mary*, under the Great Seal of *Scotland*, 'bearing Date the Twenty-third Day of *January* One thousand 'six hundred and ninety-one, and in the Second Year of Their 'Reign, to the said *Thomas* Earl of *Haddington*, and the Heirs 'Male of his Body, whom failing, to his other Heirs of Tailzie 'and Provision contained in the Rights and Infeftments of 'his Earldom and Estate of *Haddington*, and his Heirs and 'Assignees whatsoever, heritably and irredeemably, of all and 'whole the said Heritable Office of Keeper of the Park of '*Holyrood House*, with all Rents, Profits, Duties, Meadows, 'Fees, Casualties, Privileges, and Emoluments whatsoever to 'the same pertaining and belonging, with the Power of ad- 'mitting and constituting and of out-putting Under Keepers, 'One or more, at their Pleasure, and also with full Power of 'levying and receiving the annual and other Rents, Profits, 'and Duties to the same pertaining, lying within the County 'of *Edinburgh*, on which Charter the said *Thomas* Earl of '*Haddington* was duly infeft conform to Instrument of Sasine, 'dated the Twenty-sixth Day of *September* and recorded in the 'said Particular Register of Sasines at *Edinburgh* the Twenty- 'fourth Day of *November* in the said Year One thousand six 'hundred and ninety-one: And whereas by an Act passed in 'the Sixth Year of the Reign of His Majesty King *George* 'the First, intituled *An Act for vesting Part of the Estate of* 'Thomas *Earl of* Haddington *in Trustees, to be sold, and with* '*the Monies arising thereby to purchase other Lands of the like* '*Value, to be settled to the same Uses*, reciting that the Right 'Honourable *Charles* late Earl of *Haddington* having married 'the Right Honourable *Margaret* Countess of *Rothes*, by whom 'he had Issue Three Sons, *John* Lord *Lessly*, *Thomas Hamilton*, 'and *Charles Hamilton*, and the said Earl and Countess having 'made sufficient Provision for the said *John* Lord *Lessly*, their 'eldest Son, by the Honour and Estate of *Rothes*, the said '*Charles* late Earl of *Haddington* being therefore minded to 'entail the Honour and Estate of *Haddington*, in such Manner 'as is therein-after mentioned, by his Deed of Settlement, 'bearing Date the First Day of *January* One thousand six hun- 'dred and eighty-four, granted, disponed, and conveyed the 'Earldom of *Haddington*, and State and Dignity thereof, and 'all and singular his Lordships, Baronies, Castles, Messuages, 'Lands, Tenements, and Hereditaments therein particularly 'mentioned and expressed, with their and every of their Ap- 'purtenances, to the said *Thomas Hamilton*, his Second Son '(then Earl of *Haddington*), and the Heirs Male of his Body, 'and a certain other Series of Heirs therein mentioned, under 'the several Conditions, Provisions, Restrictions, Limitations, 'and Qualifications in the said Deed of Settlement mentioned;

6 G. 1. c. 2. *Pr.* for selling Part of the settled Estates of the Earl of Haddington, and purchasing others.

'and

'and also reciting, that in pursuance of the said Deed of 'Settlement the said Earldom and Estate of *Haddington* were 'resigned to the Crown, and a Grant thereof, by Charter under 'the Great Seal of *Scotland*, bearing Date the Twenty-fifth 'Day of *February* One thousand six hundred and eighty-seven, 'was afterwards obtained, wherein all the said prohibitory and 'irritant Clauses were inserted, by virtue whereof the said '*Thomas* Earl of *Haddington* became seised thereof according 'to the Tenor of the said Deed and Charter; and further 'reciting, that Part of the said Estates lay very much dis-'persed, and at a great Distance from *Tyningham*, the Chief 'Seat or Mansion House of the said Earldom of *Haddington*, 'and consisted for the greatest Part only in Superiorities of 'very small yearly Rents and Feu Duties, which occasioned 'much Charge and Expence in the Management and Col-'lection thereof, and therefore that it would be very much for 'the Benefit and Advantage of the said *Thomas* Earl of *Had-'dington* and *Charles* Lord *Binning*, his eldest Son and Heir 'Apparent, and their Heirs, and the said other Substitutes 'and Heirs of Entail and Provision, that such Part of the 'said entailed Estate as is therein-after (for that Purpose) 'particularly mentioned should be sold, and that the Money 'arising by such Sale should be applied and laid out in the 'Purchase of other Lands, Tenements, and Hereditaments, 'lying more contiguous to the said chief Seat or Mansion 'House, to be settled to the same Uses, and under the same 'Conditions, Provisions, Limitations, Restrictions, and Quali-'fications as the said Estate then stood settled under; it is 'therefore by the said Act enacted, that all and singular the 'several Messuages, Lands, Tenements, and Hereditaments 'therein mentioned should be vested and settled in and upon 'the Right Honourable *John* Earl of *Rothes*, Sir *John Anstruther* 'of *Anstruther* Baronet, and *John Cockburne* younger, of *Orms-'town*, their Heirs and Assigns, to the Use of them the said '*John* Earl of *Rothes*, Sir *John Anstruther*, and *John Cockburne*, 'and their Heirs and Assigns for ever, freed and absolutely 'discharged of and from the aforesaid Deed of Settlement and 'Charter thereupon, under all and every the Conditions, Pro-'visions, Limitations, Restrictions, and Qualifications therein 'contained or mentioned of or concerning the said Messuages, 'Lands, Tenements, Hereditaments, and Premises therein par-'ticularly expressed, and every or any of them, or any Part 'thereof, upon the special Trust and Confidence, nevertheless, 'and to the Intent that the said *John* Earl of *Rothes*, Sir *John* '*Anstruther*, and *John Cockburne*, and the Survivors or Survivor 'of them, and the Heirs or Assigns of such Survivor, should 'make absolute Sale or Sales, together or in Parcels, of all 'and every or any of the said Messuages, Lands, Tenements, 'Hereditaments, and Premises thereby vested in the said *John* 'Earl of *Rothes*, Sir *John Anstruther*, and *John Cockburne*, and 'their Heirs, for the most Money and best Price that could be 'reasonably had or obtained for the same, by and with the

'good

'good Liking and Approbation of the said *Thomas* Earl of 'Haddington and *Charles* Lord *Binning* his Son, or the Sur-'vivor of them, testified under their Hands and Seals, or the 'Hand and Seal of the Survivor of them, and should, as soon 'as conveniently might be after such Sale or Sales, with such 'good Liking and Approbation as aforesaid, lay out and employ 'and dispose of all the Monies arising by such Sale or Sales in 'One or more Purchase or Purchases of other Messuages, Lands, 'Tenements, and Hereditaments lying more contiguous to the 'said chief Seat or Mansion House, and settle, convey, and 'assure the same, when purchased, unto and upon the same or 'the like Uses, Trusts, Intents, and Purposes, and with and 'under the same Conditions, Provisions, Limitations, Restric-'tions, and Qualifications, as the said Messuages, Lands, 'Tenements, and Hereditaments therein-before particularly 'mentioned were in and by the said recited Deed and Charter 'settled, conveyed, and assured, or as near thereunto as might 'be: And whereas the said *Thomas* Earl of *Haddington* and 'Charles Lord *Binning*, by Disposition, dated the Twenty-'eighth Day of *October* and Eleventh Day of *November* in the 'Year One thousand seven hundred and twenty-four, and re-'gistered in the Books of Council and Session the Twenty-'sixth Day of *May* in the Year One thousand eight hundred 'and forty-three, reciting the said Act of Parliament, and also 'reciting that the said Sir *John Anstruther* and *John Cockburne*, 'the surviving Trustees appointed by the said Act, had, with 'the Consent of the said *Thomas* Earl of *Haddington* and 'Charles Lord *Binning*, made Sales of certain Parts of the 'Messuages, Lands, Tenements, and Hereditaments specified 'in the said Act of Parliament, and, for the further Execution 'of the said Trust, had purchased with the Price thereof from 'the said *Thomas* Earl of *Haddington*, with the special Advice 'and Consent of the said *Charles* Lord *Binning*, certain unen-'tailed Lands and Estates belonging to the said *Thomas* Earl 'of *Haddington*, and, amongst other, the said Office of Here-'ditary Keeper of the said Park and Pertinents thereof, there-'fore the said *Thomas* Earl of *Haddington* and *Charles* Lord 'Binning sold, alienated, and disponed the Lands of *Easter* 'and *Wester Broomhouses* and others, and the said Office of 'Hereditary Keeper of the said Park, with all Rents, Profits, 'Duties, Meadows, Fees, Casualties, Privileges, and Emolu-'ments whatsoever pertaining and belonging to the same, to 'the said Sir *John Anstruther* and *John Cockburne*, surviving 'Trustees under the said Act of Parliament, their Heirs and 'Assignees, to the Intent the same might be settled and secured 'by the said Trustees, or the Survivor of them, or their Heirs, 'and conveyed and assured unto and upon the Uses, Intents, 'and Purposes unto and upon which the Lands directed to be 'purchased by the said Trustees with the Monies arising by 'the Sale or Sales of such Part of the said entailed Estate of 'Haddington as by the said Act they were empowered to sell 'and dispose of were appointed to be settled, secured, con-

Disposition by the Earl of Haddington and Lord Binning of unentailed Lands sold to Sir John Anstruther and John Cockburne, 28th October and 11th November 1724.

'veyed,

'veyed, and assured unto: And whereas the said Sir *John* *Anstruther* and *John Cockburne*, as surviving Trustees appointed by the said recited Act, by their Disposition and Deed of Entail, granted with the Consent of the said *Thomas* Earl of *Haddington* and *Charles* Lord *Binning*, and executed under their respective Hands and Seals, bearing Date the Fourteenth, Sixteenth, and Twenty-seventh Days of *August* in the Year One thousand seven hundred and twenty-five, and registered in the Books of Council and Session the Twenty-sixth Day of *May* in the Year One thousand eight hundred and forty-three, reciting the said Act of Parliament, and also reciting that they the said surviving Trustees had, with the Consent of the said *Thomas* Earl of *Haddington* and *Charles* Lord *Binning*, made Sales of certain Parts of the Messuages, Lands, Tenements, Hereditaments, and others specified in the said Act of Parliament, for the several Prices or Purchase Monies contained in the respective Rights and Dispositions made by them to the Purchasers thereof, and with a Sum of Money paid by them to the said *Thomas* Earl of *Haddington*, being a Part of the Prices arising from the said Sales, had purchased from him, and the said *Charles* Lord *Binning* his Son, the Lands and others therein-after disponed, which pertained to them in absolute Fee and Property and at their free Disposal, and were then sold and disponed by them to the said Trustees conform to the Right and Disposition to the said Trustees therein mentioned and last herein-before recited; and also reciting a Contract of Marriage made and entered into betwixt the said *Charles* Lord *Binning*, with Consent of the said *Thomas* Earl of *Haddington* his Father, and the said *Thomas* Earl of *Haddington* for himself, on the one Part, and *Rachel*, then Lady *Binning*, therein designed Mrs. *Rachel Baillie*, Second lawful Daughter to *George Baillie* of *Jerviswoode*, with Consent of her Father, on the other Part, of Date the Third Day of *September* One thousand seven hundred and seventeen, whereby the said *Thomas* Earl of *Haddington*, in contemplation of the said Marriage, bound and obliged him, his Heirs and Successors, to make lawful Resignation of the said Estate and Earldom of *Haddington* in the Hands of the Superiors thereof, in favours and for new Infeftments of the same to be made and granted to the said *Thomas* Earl of *Haddington* in Liferent, and to the said *Charles* Lord *Binning* in Fee, and the Heirs Male lawfully to be procreat of the Marriage betwixt him and the said *Rachel* Lady *Binning*, which failing, to the said *Thomas* Earl of *Haddington*, his other Heirs of Tailzie and Provision; therefore to the Intent the Lands and Estates purchased by the said Trustees might be settled and secured by the said Trustees, or the Survivor of them, or their Heirs, and conveyed and assured unto and upon the Uses, Intents, and Purposes to which the Lands directed to be purchased by the said Trustees with the Monies arising by the Sale or Sales of such Part of the said entailed Estate of *Haddington* as by the said

Disposition and Deed of Entail by Sir John Anstruther and John Cockburne, Esquire, 14th, 16th, and 27th August 1725.

'Act

'Act of Parliament they were empowered to dispose of were 'appointed to be settled, conveyed, and assured, the said Sir 'John Anstruther and John Cockburne, surviving Trustees afore- 'said, settled, conveyed, transferred, and disponed, for them, 'their Heirs and Assigns, to and in favour of the said Thomas 'Earl of Haddington in Liferent, and the said Charles Lord 'Binning in Fee, and the Heirs Male lawfully procreate or to 'be procreate of his Body, which failing, to the Second, 'Third, or any other immediate younger Son successive law- 'fully procreate or to be procreate of the Body of the said 'Thomas Earl of Haddington, and the Heirs Male of their 'Bodies, which failing, to the Heirs Male of the Body of the 'said deceased John Earl of Rothes, which failing, to the 'eldest Daughter or Heir Female lawfully procreated or to be 'procreated of the Body of the said Thomas Earl of Haddington, 'successive without Division, which failing, to the eldest 'Daughter or Heir Female of the Body of the deceased John 'Earl of Rothes, successive without Division, which failing, to 'the Heirs Male of the Body of the deceased Lady Margaret 'Hamilton, who was the eldest Sister to the said deceased 'Charles Earl of Haddington, which failing, to the eldest 'Daughter or Heir Female of the Body of the said deceased 'Lady Margaret Hamilton, successive without Division, which 'failing, to the Heirs Male of the deceased Lady Helen Hamil- 'ton, who was Second Sister to the said deceased Charles Earl 'of Haddington, which failing, to the eldest Daughter and Heir 'Female of the Body of the said deceased Lady Ellen Hamilton, 'successive without Division, which failing, to the Heirs Male 'of the Body of the deceased Lady Susanna Hamilton, who was 'Third Sister to the said deceased Charles Earl of Haddington, 'which failing, to the eldest Daughter and Heir Female of 'the Body of the said deceased Lady Susannah Hamilton, suc- 'cessive without Division, which failing, to the Heirs Male 'of the Body of the deceased Lady Margaret Hamilton, 'thereafter Countess of Kintore, who was Aunt to the said 'deceased Charles Earl of Haddington, which failing, to the 'eldest Daughter and Heir Female of the Body of the said 'Lady Margaret Hamilton, successive without Division, which 'all failing, to the nearest Heirs and Assignees whatsoever of 'the deceased Charles Earl of Haddington, the Lands of Easter 'and Wester Broomhouses, with Houses, Biggings, and Perti- 'nents of the same, and the other Lands and Estates therein 'mentioned and described, and, amongst others, all and haill 'the Office and Custody of the Park of Holyrood House, with 'all Rents, Profits, Duties, Meadows, Fees, Casualties, Privi- 'leges, and Emoluments whatsoever pertaining and belonging 'to the same, with Power of admitting and constituting and 'also of out-putting under Keepers, One or more, in the said 'Park, and also with full Power of uplifting and receiving the 'yearly and termly Rents, Profits, and Duties belonging to the 'same, in all Time coming, lying within the Sheriffdom of 'Edinburgh, but always with and under the whole Conditions,

'Provisions,

'Provisions, Limitations, Qualifications, and Irritances therein 'expressed, forming or purporting to form a Settlement of strict 'Entail according to the Law of *Scotland*, in virtue of which 'Disposition and Deed of Entail by the said Sir *John Anstruther* 'and *John Cockburne* the said *Thomas* Lord *Haddington* and '*Charles* Lord *Binning* resigned the aforesaid Lands of *Easter* 'Broomhouses and others, and the said Office of Hereditary 'Keeper of the said Park, and thereupon obtained a Charter 'of Resignation in their Favour, in Terms of the foresaid Dis-'position and Deed of Entail, which Charter is dated the 'Twenty-sixth Day of *July* and sealed the Ninth Day of *Sep-'tember* in the Year One thousand seven hundred and twenty-'eight, and the said *Thomas* Earl of *Haddington* and *Charles* 'Lord *Binning* were infeft for their respective Interests of 'Liferent and Fee, conform to Instrument of Sasine in their 'Favour dated the Seventh and Ninth and registered in the 'General Register of Sasines the Fifteenth Day of *October* in 'the Year One thousand seven hundred and twenty-nine: And 'whereas the said *Charles* Lord *Binning*, Fiar foresaid, having 'departed this Life on the Thirteenth Day of *January* One 'thousand seven hundred and thirty-three, he was succeeded, 'as Heir of Tailzie and Provision in the Fee of the said Lands 'and Heritable Office, by *Thomas* Lord *Binning* his Son, con-'form to Retour of his special Service dated the Eighth Day 'of *April* in the Year One thousand seven hundred and thirty-'five, Precept from Chancery aforesaid dated the Twenty-third 'Day of the same Month of *April*, and Instrument of Sasine 'following thereon dated the Twenty-sixth Day of *April* and 'registered in the said General Register of Sasines the Thir-'tieth Day of *May* in the Year One thousand seven hundred 'and thirty-five: And whereas the said *Thomas* Lord *Binning*, 'on the Death of the said *Thomas* Earl of *Haddington* his 'Grandfather, and Liferenter foresaid, on the Twenty-eighth 'Day of *November* One thousand seven hundred and thirty-'five, became Earl of *Haddington*, and, having departed this 'Life, he was succeeded as Heir foresaid in the said Lands 'and Heritable Office by his Son *Charles* Earl of *Haddington*, 'conform to the Retour of his special Service dated the Twenty-'first Day of *December* in the Year One thousand seven hun-'dred and ninety-five, Precept from Chancery aforesaid dated 'the Twenty-ninth Day of *December* in the Year One thou-'sand seven hundred and ninety-five, and Instrument of Sasine 'following thereon dated the Fourth and registered in the 'Particular Register of Sasines at *Edinburgh* the Twenty-ninth 'Day of *January* in the Year One thousand seven hundred 'and ninety-six: And whereas the said *Charles* Earl of *Had-'dington*, having also departed this Life, he was succeeded as 'Heir foresaid in the said Lands and Heritable Office by 'his Son *Thomas* now Earl of *Haddington*, who stands infeft 'and seised therein, under the whole Limitations and Condi-'tions contained in the said Disposition and Deed of Entail 'executed as aforesaid by the said Sir *John Anstruther* and

Title to entailed Property by Thomas Lord Binning, as Heir of Charles Lord Binning his Father.

Title to entailed Property by Charles Earl of Haddington, as Heir to the said Thomas Lord Binning afterward Earl of Haddington.

Title to entailed Property by Thomas now Earl of Haddington as Heir to Charles Earl of Haddington.

'*John*

'*John Cockburne*, with the Advice and Consent of the said '*Thomas* Earl of *Haddington* and *Charles* Lord *Binning*, con- 'form to the Retour of his special Service as Heir of Tailzie 'and Provision to his said Father, dated the Twenty-fifth Day 'of *April* in the Year One thousand eight hundred and twenty- 'eight, Precept from Chancery aforesaid dated the Second Day 'of *May* in the Year One thousand eight hundred and twenty- 'eight, and Instrument of Sasine following thereon dated the 'Third and registered in the General Register of Sasines the 'Sixth Day of *May* in the Year One thousand eight hundred 'and twenty-eight: And whereas by a Contract and Submission 'to Arbitration, bearing Date the Eighth Day of *April* One 'thousand eight hundred and forty-three, made between the 'Right Honourable *Henry Pelham Clinton* (commonly called 'the Earl of *Lincoln*), *Alexander Milne* Esquire, and the Honour- 'able *Charles Alexander Gore*, therein described as the Com- 'missioners of Her Majesty's Woods, Forests, Land Revenues, 'Works, and Buildings, for and on behalf of the Queen's most 'Excellent Majesty on the one Part, and the said *Thomas* 'Earl of *Haddington* on the other Part, reciting, that under 'or by virtue of the said Charters, bearing Date on or about 'the Tenth Day of *August* in the Year One thousand six hun- 'dred and forty-six, and the Twenty-third Day of *January* in 'the Year One thousand six hundred and ninety-one, and by 'divers subsequent Assurances and Acts in the Law, the Office 'of Hereditary Keeper of the Park of *Holyrood House*, com- 'monly called the *King's Park*, near *Edinburgh*, and the whole 'Profits, Claims of Property, and other Rights thereunto legally 'annexed or appertaining, were then vested in the said Earl, 'but under and subject to the Fetters of an Entail; and also 'reciting, that it had been deemed expedient for the Public 'Service that the said Office, and the whole Profits, Claims of 'Property, and other Rights thereunto annexed, whether de- 'rived directly from Charters from the Crown in favour of 'the said Earl, his Authors or Predecessors, or from Usage or 'Possession following on such Charters, or otherwise howsoever, 'and all other the Estate, Right, Title, and Interest of the 'said Earl (if any) connected therewith, should be surrendered 'to and legally and effectually vested in Her Majesty, Her 'Heirs and Successors for ever; and reciting, that the said 'Commissioners, on behalf aforesaid, by and with the Consent 'of the Lords Commissioners of Her Majesty's Treasury, had 'agreed with the said Earl for the absolute Purchase of the 'said Office, Interests, Rights, and Properties aforesaid (sub- 'ject as therein-after mentioned); and reciting, that certain 'Overtures and Correspondence had passed between the said 'Commissioners and the said Earl, and their respective Agents, 'with a view of fixing and ascertaining the Sum to be paid 'by the said Commissioners, on behalf of Her Majesty, for 'the said Office, Profits, Claims of Property, and other Rights 'as aforesaid, and in consideration of the absolute Convey- 'ance, Disposition, or Surrender of the said Office, Interests,

Contract and Submission, 1843.

'Rights, and Properties as aforesaid to Her Majesty, Her 'Heirs and Successors, and which proceeded on the Basis of 'certain Rentals of the said Park and Subjects, but that the 'said Parties thereto had been unable to agree about the said 'Sum, and that the said Commissioners and the said Earl, 'being desirous to have the Sum to be paid by the said Com-'missioners for the said Office, Profits, Claims of Property, and 'other Rights as aforesaid, and in consideration of the abso-'lute Conveyance, Disposition, or Surrender of the said Office, 'Interests, Rights, and Properties, definitively fixed and ascer-'tained by proper and competent Judges, had resolved and 'agreed to submit and refer the same in manner therein-after 'mentioned; and reciting, that the said Office, Interests, Rights, 'and Properties being held by the said Earl under the Fetters 'of an Entail, it was not competent for him to sell the said 'Office, Interests, Rights, and Properties, nor after such Valu-'ation should have been made in the Manner therein-after 'mentioned could a good and valid Conveyance, Disposition, 'and Surrender of the said Office, Interests, Rights, and Pro-'perties be made and granted to Her Majesty, Her Heirs and 'Successors, without the Authority of Parliament; it was 'thereby agreed, that the said Commissioners should, on behalf 'of Her Majesty, and within a reasonable Time, and without 'undue Delay, after the Date and Execution of the said Con-'tract, apply for an Act of Parliament empowering the said 'Commissioners, on behalf of Her Majesty, to purchase, and 'the said Earl, on behalf of himself and all other Parties who 'were, could, should, or might be interested, to dispose of the 'said Office, Interests, Rights, and Properties aforesaid to Her 'Majesty, Her Heirs and Successors, and to grant or make to 'Her Majesty, Her Heirs and Successors, a good and valid 'Conveyance, Disposition, or Surrender of the said Office, In-'terests, Rights, and Properties; and it was also agreed by the 'said Earl, so far as he was enabled so to do, that he should, 'upon being so empowered, sell, alienate, and dispose of the 'said Office, Interests, Rights, and Properties aforesaid to the 'said Commissioners, on behalf of Her Majesty, or as they 'should direct and appoint, at and for the Price or Sum to be 'fixed in manner therein-after mentioned, and that the said 'Commissioners should, on the Execution of a good, valid, 'and effectual Disposition or Surrender by the said Earl of 'the said Office, Interests, Rights, and Properties to Her 'Majesty, Her Heirs and Successors, make Payment of the 'Price or Sum to be fixed in manner therein-after mentioned 'in the Way and Manner to be specified in the Act of Par-'liament therein-before referred to; and in order that the said 'Sum to be paid by the said Commissioners, on behalf of Her 'Majesty, for the said Office, Profits, Claims of Property, and 'other Rights as aforesaid, and in consideration of the Con-'veyance, Disposition, or Surrender of the said Office, In-'terests, Rights, and Properties, might be ascertained, the said 'Commissioners, on behalf of Her Majesty, and the said Earl,

'on behalf of himself and all other Persons interested, had 'agreed to submit and refer and thereby submitted and re- 'ferred to the amicable Decision, final Sentence, and Decreet 'Arbitral (subject, nevertheless, to the same being ratified and 'confirmed in and by the Act of Parliament therein-before 'referred to,) to be pronounced by *David Low* Esquire, Pro- 'fessor of Agriculture in the University of *Edinburgh*, and '*Thomas Oliver* Esquire, residing at *Lochend*, near *Edinburgh*, 'Arbiters mutually chosen by the said Parties thereto, or, in 'case of Difference of Opinion between the said Arbiters, then 'to any Oversman, without Restriction as to the Class or Pro- 'fession from which such Oversman might be selected, to be 'named by them after Acceptance, but before proceeding in 'the Matter of the said Submission, to fix and ascertain the 'Sum to be paid by the said Commissioners, on behalf of Her 'Majesty, for the said Office, Profits, Claims of Property, and 'other Rights as aforesaid, and in consideration of the Con- 'veyance, Disposition, or Surrender of the said Office, Interests, 'Rights, and Properties, and the Term of Entry from which 'the same were to be vested in Her Majesty, Her Heirs and 'Successors, under the Terms and Conditions therein-after 'mentioned; (that is to say,) Primo, that there should be 'produced to the said Arbiters or Oversman the Overtures, 'Correspondence, Rentals, and other Documents particularly 'mentioned in an Inventory thereof, signed by the Parties as 'relative thereto, including a Proposal or Offer of the yearly 'Sum of Four hundred and eighty Pounds Sterling, stated 'by the said Earl to have been made for a Lease of the 'Grazings of *Arthur's Seat*, with the Washing Green and 'Washing House, for a Term of Nineteen Years from *Can- 'dlemas* One thousand eight hundred and forty-two, dated the 'Twenty-fourth Day of *July* One thousand eight hundred and 'forty-one, by *James Scott*, and in respect the said Earl had 'been unable to recover the principal or original Proposal or 'Offer by the said *James Scott*, which had then fallen aside, it 'had been agreed between the Parties that there should in 'lieu and stead thereof be laid before the said Arbiters or 'Oversman, along with the said other Documents, a Letter 'by the said *James Scott* to *Matthew Buist*, Factor for the said 'Earl, dated the Fifteenth *March* One thousand eight hundred 'and forty-three, with Copy of the said Proposal or Offer pre- 'fixed, which Letter, with Copy of the said Proposal or Offer 'prefixed, should be held equivalent to the Production of the 'principal or original Proposal or Offer, and that these several 'Documents should form the Basis upon which the said Arbiters 'or Oversman should proceed in fixing the Sum to be paid by 'the said Commissioners, on behalf of Her Majesty, for the 'said Office, Profits, Claims of Property, and other Rights as 'aforesaid, and in consideration of the Conveyance, Disposition, 'or Surrender of the said Office, Rights, Interests, and Pro- 'perties as aforesaid; Secundo, that the Sum to be paid by 'the said Commissioners, on behalf of Her Majesty, for the

'said

'said Office, Profits, Claims of Property, and other Rights as 'aforesaid, and in consideration of the Conveyance, Disposition, 'or Surrender of the said Office, Interests, Rights, and Pro- 'perties, to be fixed by the said Arbiters or Oversman, should 'not, so far as regards the Subjects to which the said Overtures 'and Correspondence were applicable, exceed the Sum of 'Thirty-two thousand Pounds, or be less than the Sum of 'Twenty-three thousand five hundred Pounds, but that the 'said Arbiters or Oversman should be at liberty to consider 'the said Proposal for a Lease stated to have been made by '*James Scott*, under the Date of the Twenty-fourth *July* One 'thousand eight hundred and forty-one aforesaid, and any 'Objection that might be made thereto, and give to the same 'whatever Effect they might deem such Proposal entitled to, 'separate and apart from the said maximum and minimum 'Prices of Thirty-two thousand Pounds and Twenty-three 'thousand five hundred Pounds respectively; Tertio, that the 'Sum to be paid as aforesaid, to be fixed by the said Arbiters 'or Oversman, should be in full Payment and Compensation 'of and for the said Office of Hereditary Keeper of the said 'Park, and the whole Profits, Claims of Property, and other 'Rights thereto legally annexed, whether derived directly from 'Charter from the Crown in favour of the said Earl or his 'Predecessors or Authors, or from Usage or Possession follow- 'ing on such Charter, or otherwise howsoever, together with 'all Property belonging to the said Earl lying contiguous to 'or in the Vicinity of the said Park, by whatever Title he held 'the same; Quarto, that, notwithstanding that the several 'Documents therein-before enumerated were to form the Basis 'upon which the said Arbiters or Oversman should proceed 'in fixing the Sum to be paid by the said Commissioners, on 'behalf of Her Majesty, for the said Office, Profits, Claims of 'Property, and other Rights as aforesaid, and in consideration 'of the Conveyance, Disposition, or Surrender of the said 'Office, Interests, Rights, and Properties, they should never- 'theless have full Power to take any other Means of obtaining 'such Information they might deem it necessary for them to 'possess to enable them fairly and satisfactorily to fix the said 'Price, and with that View to order Production by the Parties 'of or otherwise to procure such Evidence, written or parole, 'as they might deem necessary; and in respect that certain 'Questions might arise in course of the Proceedings under 'the now reciting Submission, as to the legal Rights of the 'Crown and the said Earl respectively in regard to the said 'Office of Hereditary Keeper, which might require to be 'determined and might fall to be decided before the Value of 'the said Earl's Interests in the said Park could be satisfac- 'torily ascertained, the said Arbiters or Oversman should have 'full Power to take the Opinions of eminent Counsel for their 'Guidance in deciding in all such Questions, and generally 'with Power to them to take all manner of Probation and all 'other Steps that might appear to them to be necessary for

'determining the Matter thereby submitted, and to hear Parties 'thereon, if they thought proper; Quinto, that the said Arbiters 'should be bound to pronounce their Decreet Arbitral within 'Two Months after the last Date of the said Contract and 'Submission, if they agreed in opinion, and in the event of 'their differing in opinion, and referring the Matter submitted 'to an Oversman, as therein-before provided for, such Overs-'man should be bound to pronounce his Decreet Arbitral 'within One Month from the Date such Reference should be 'devolved on and accepted by him; and it was thereby further 'agreed, that the Expences of the said Reference should be 'defrayed by the said Commissioners and the said Earl mu-'tually, including the Arbiters, Oversman's, and Clerk's Fees, 'and all other general and necessary Expences to be incurred 'by the Arbiters or Oversman, each Party being bound to 'defray the Expences to be incurred to their own Agents or 'others employed by them in conducting the Submission, and 'also that the Expences of applying for, bringing in, and pro-'curing to be passed the Act of Parliament therein-before 'referred to, for confirming the Agreement thereby made and 'entered into, and for enabling the said Earl to alienate, dis-'pone, and grant Conveyance of the Office, Interests, Rights, 'and Properties aforesaid, in manner aforesaid, should be 'wholly borne by the said Commissioners, on behalf of Her 'Majesty; Sexto, and it was thereby agreed, that all Claims 'competent to Her Majesty, Her Heirs or Successors, or to the 'said Earl, or the said Commissioners, on behalf of Her Ma-'jesty, against the *Edinburgh* and *Dalkeith* Railway Company, 'should be reserved entire to the Parties respectively, and 'should subsist in full Force and Effect, notwithstanding that 'Submission or any Decreet Arbitral to be pronounced under 'the same, or Deed of Conveyance to be granted by the said 'Earl in implement thereof; lastly, it was also thereby agreed, 'that if the said Act of Parliament should not be applied for, 'procured, and passed, at the Instance and at the Expence of 'the said Commissioners, for the Purposes aforesaid, within 'Two Years from the last Date of the said Contract and Sub-'mission, or if the said Earl should depart this Life before the 'passing of the said Act of Parliament, then and in either of 'those Cases the said Contract and Submission, and every 'thing therein contained, should be utterly void and of no 'Effect whatever; and nothing therein contained, or which 'was or might be contained in any of the Overtures, Cor-'respondence, Rentals, Papers, Writings, or other Documents 'therein referred to, or which was contained in any other 'Overtures, Correspondence, Papers, Writings, or other Docu-'ments which might have passed between the said Commis-'sioners or their Agents and the said Earl or his Agents, or 'any of them, in anywise relating to the Purchase and Sale of 'the said Office of Hereditary Keeper, should be deemed, 'taken, or construed to impeach, lessen, prejudice, or derogate 'from the lawful Rights, Titles, and Interests of Her Majesty,

'Her Heirs or Successors, in or to the said Park, or the lawful 'Rights, Titles, or Interests of the said Earl as such Here- 'ditary Keeper as aforesaid, or other the Hereditary Keeper 'of the said Park for the Time being: And whereas by a Award thereon, 'Decreet Arbitral or Award, bearing Date the Twenty-ninth 29th June 1843. 'Day of *June* One thousand eight hundred and forty-three, 'made and given forth by *Richard Trotter* Esquire, of *Morton* '*Hall*, the Oversman chosen by the said Arbiters, reciting the 'said Contract and Submission; and also reciting that the said 'Arbiters having accepted of the said Submission, by a 'Minute endorsed on the said Submission, bearing Date the 'Seventeenth Day of *April* One thousand eight hundred and 'forty-three, whereby they also, before proceeding in the 'Matter of the said Submission, appointed the said *Richard* '*Trotter* to be Oversman, and that he accepted of such Office, 'by a Letter dated the Twentieth Day of the said Month of '*April*; and also reciting, that, after certain Proceedings had 'in the Matter of the said Submission, the said Arbiters 'having differed in opinion with regard to certain of the 'Points therein involved, they, by Minute dated the Second 'Day of *June* One thousand eight hundred and forty-three, 'devolved the Submission upon the said *Richard Trotter*, as 'the Oversman previously nominated in case of such Differ- 'ence; and he the said Oversman having accepted of the said 'Submission so devolved upon him, and having considered the 'several Overtures, Correspondence, Rentals, and Offer for a 'Lease by the said *James Scott*, and whole other Documents 'which it was declared by the said Contract and Submission 'should form the Basis upon which the said Arbiters or the 'said Oversman should proceed in fixing the Sum to be paid 'by the said Commissioners to the said Earl, together with the 'Claim and Answers, Opinion of Counsel, and whole other 'Writings and Documents produced, and having examined 'the Grounds, and heard Counsel for the Parties, in presence 'of their Agents respectively, and being well and ripely 'advised in the whole Matter, and having God and a good 'Conscience before his Eyes, the said Oversman did pronounce 'and give forth his final Sentence and Decree Arbitral, as 'follows; *videlicet*, he did thereby fix and ascertain the Sum to 'be paid by the said Commissioners, on behalf of Her Majesty, 'to the foresaid *Thomas* Earl of *Haddington*, for the said Office 'of Hereditary Keeper of the Park of *Holyrood House*, and the 'whole Profits, Claims of Property, and other Rights there- 'unto annexed or appertaining, whether derived directly from 'Charters from the Crown in favour of the said Earl, his 'Authors or Predecessors, or from Usage or Possession fol- 'lowing on such Charters, or otherwise howsoever, and all 'other the Estate, Right, Title, and Interest of the said Earl 'connected therewith, and in consideration of the Conveyance, 'Disposition, or Surrender of the said Office, Interests, Rights, 'and Properties, at the Sum of Thirty thousand six hundred 'and seventy-four Pounds One Shilling and Eight-pence

'Sterling, and he thereby fixed and ascertained the Term of 'Entry from which the said Office, Interests, Rights, and 'Properties should be vested in Her Majesty, Her Heirs and 'Successors, to be the first Term of *Candlemas* that should 'happen subsequent to the passing of the Act of Parliament for 'ratifying and confirming the Sale and Surrender of the said 'Office, Rights, and Properties which it was agreed should be 'applied for in Terms of the said Contract and Submission, 'reserving thereby entire to the Parties respectively, in Terms 'of the said Deed, all Claim competent to Her Majesty, Her 'Heirs or Successors, or to the said Earl, or to the said Com-'missioners, on behalf of Her Majesty, against the *Edinburgh* 'and *Dalkeith* Railway Company, which should subsist in full 'Force and Effect, notwithstanding the said Submission and 'Decreet Arbitral: And whereas it is expedient that the said 'recited Contract and Submission, and the said Decreet 'Arbitral or Award following thereon, should be carried into 'effect in manner herein-after mentioned:' May it therefore please 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, That the said herein-before recited Contract and Submission, bearing Date the said Eighth Day of *April* One thousand eight hundred and forty-three, made between the said Right Honourable *Henry Pelham Clinton* (commonly called the Earl of *Lincoln*), *Alexander Milne*, and *Charles Alexander Gore*, the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for and on behalf of Her Majesty, on the one Part, and the said *Thomas* Earl of *Haddington* on the other Part, and the said herein-before recited Decreet Arbitral or Award of the said *Richard Trotter* following thereupon, dated the said Twenty-ninth Day of *June* One thousand eight hundred and forty-three, shall be and the same are hereby ratified and confirmed, and made valid and effectual, to all Intents and Purposes whatsoever, and the same shall be carried into effect in manner herein-after mentioned.

The Contract or Agreement, and Award following thereon, confirmed.

II. And be it enacted, That the said *Thomas* Earl of *Haddington* shall not, by reason of his having entered into the said Contract and Submission, or implemented the said Decreet Arbitral, or of his having given his Consent and Approbation to the present Act, or of his having granted or executed, or hereafter granting or executing, any Deed, or having done or hereafter doing any Act in order to the Surrender of the said Office of Hereditary Keeper of the Park of *Holyrood House*, or which may be requisite for carrying the same, or the Provisions of this Act, into full and complete Operation and Effect, be deemed or taken to have incurred any Irritancy or Forfeiture under any Entail by which he holds the foresaid Office of Hereditary Keeper of the Park of *Holyrood House*, or others of his Estates, nor shall any future Heir of Entail entitled for

The Earl of Haddington not to incur any Irritancy.

for the Time being to the said entailed Estates be deemed or taken to have incurred any Irritancy or Forfeiture by reason of his hereafter granting or executing any Deed or doing any Act for carrying the Provisions of this Act into execution.

Money to be paid into the Bank of Scotland in Name of Trustees.

III. And be it enacted, That the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for and on behalf of Her Majesty, do and shall pay or cause to be paid, out of the Produce of the Land Revenues of the Crown under their Care and Management, on or before the Term of *Candlemas* One thousand eight hundred and forty-four, the said Sum of Thirty thousand six hundred and seventy-four Pounds One Shilling and Eight-pence, into the Bank of *Scotland*, to an Account to be raised in the Books of the said Bank in the Names of *George William Hope* of *Luffness* in the County of *Haddington*, Esquire, and *Charles Baillie* of the City of *Edinburgh*, Advocate, or the Survivor of them, or the Heirs Male of such Survivor, as Trustees or Trustee, for re-investing the said Monies, and carrying into effect the other Purposes herein-after mentioned.

Receipt of the Bank to be a sufficient Discharge to the Commissioners.

IV. And be it enacted, That the Receipt of the Treasurer or other proper Officer of the said Bank of *Scotland* shall be a good and sufficient Discharge to Her Majesty, Her Heirs and Successors, and to the said Commissioners, for the said Sum of Thirty thousand six hundred and seventy-four Pounds One Shilling and Eight-pence so to be paid by them as aforesaid; and neither Her Majesty, Her Heirs or Successors, nor the said Commissioners, shall be in any way liable for or concerned with the Application, Misapplication, or Nonapplication of the Money so to be paid by them as aforesaid, or any Part thereof.

The Park, &c., thereupon to be vested in Her Majesty, freed from all the Rights and Interests of the Earl of Haddington and his Heirs of Entail.

V. And be it enacted, That immediately from and after the said Term of *Candlemas* One thousand eight hundred and forty-four, and such Payment being made into the said Bank of *Scotland* as aforesaid, the said Park of *Holyrood House* and other Premises comprised in the said Contract shall be and the same are, by force and virtue of this Act, absolutely freed and discharged of and from the said Office of Hereditary Keeper of the Park of *Holyrood House* and Custody of the same, and of all Rents, Profits, Duties, Meadows, Fees, Casualties, Privileges, and Emoluments whatsoever pertaining and belonging to the same, and of and from the Power of admitting and constituting and also of out-putting Under Keepers, One or more, in the said Park, and also all Power of uplifting and receiving the yearly and termly Rents and Profits and Duties belonging to the same in Time coming, and of and from all other Rights, Privileges, Duties, and Emoluments whatsoever specified and contained or mentioned or referred to in the said Charter of King *Charles* the First, bearing Date the Tenth Day of *August* One thousand six hundred and forty-six, and in the said Charter of King *William* and Queen *Mary*, bearing Date the Twenty-third Day of *January* One thousand six hundred and ninety-

one, or in any other Charter or Charters, Deed or Deeds, Instrument or Instruments, or from Usage or Possession following on such Charters or either of them, or in any other Way or on any other Account whatsoever, and of and from all other the Estate, Right, Title, and Interest, Claim of Right, Property, and Possession, both petitory and possessory, which he the said *Thomas* Earl of *Haddington*, and his Predecessors and Authors, or Heirs and Successors, had, have, or anywise may or might or could have, claim, or pretend to the said Office of Hereditary Keeper of the said Park of *Holyrood House*, and all Property and Rights annexed or appertaining thereto, or in any Manner in relation to the same, and also freed and absolutely exonerated and for ever discharged of and from all and every the Rights and Right of Property and other Rights competent to the said Earl of *Haddington* and the said Heirs of Entail under the said Disposition and Deed of Entail granted by the said Sir *John Anstruther* and *John Cockburne*, or the Investitures following thereupon, under the Reservations, Conditions, Provisions, Restrictions, and Limitations therein contained, and of and from all Incumbrances, Burdens, or Claims, of whatever Nature or Kind soever, anywise affecting the said Office, Profits, Rights, and others the Premises aforesaid, or with which the same were chargeable, or otherwise howsoever; but saving and reserving always entire, in Terms of the said Award, to Her Majesty, all Claims competent to Her, Her Heirs or Successors, or to the said Commissioners on Her Behalf, and also to the said Earl of *Haddington*, against the *Edinburgh and Dalkeith* Railway Company, which shall subsist and remain in full Force and Effect as if this Act had not been passed.

Powers of other Acts to extend to Holyrood Park, subject to a Power to lease not exceeding One Tenth Part thereof.

VI. And be it enacted, That the said Royal Park of *Holyrood House* shall be deemed and taken to be Part and Parcel of the Hereditary Possessions and Land Revenues of Her Majesty, Her Heirs and Successors, in right of Her Crown, and all Laws, Provisions, and Regulations now in force for retaining the Sale or Demise of Her Majesty's Parks shall extend and apply to the Royal Park of *Holyrood House*: Provided nevertheless, that it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, in such Manner as by Law is directed with regard to the Hereditary Revenues of the Crown (not being Royal Parks), to demise or lease any Part of the said Park, not exceeding in the whole One Tenth Part of the present Extent thereof, for the Purpose of the same being used as Sites for Dwelling Houses, public or ornamental Buildings, and the Offices and Gardens thereto to be annexed; and all the Powers, Provisions, Regulations, and Directions with regard to Leases to be granted by the said Commissioners of the Hereditary Revenues of the Crown under their Management shall extend and apply to such Part or Parts of the said Park so authorized to be leased as aforesaid: Provided

Provided also, that the said Office of Keeper of *Holyrood House* Park shall not hereafter be revived or granted to any Person or Persons for any Period or Purpose whatsoever.

Sums to be applied in the Purchase of Lands, to be conveyed to Heirs under Entail of 1725.

VII. And be it enacted, That the said *George William Hope* and *Charles Baillie*, as Trustees aforesaid, and their foresaids, may and shall, as Occasion may from Time to Time arise, with all convenient Speed, and with the Approbation of the Court of Session in either Division thereof, and under their Direction, and by and with the Consent of the said *Thomas* Earl of *Haddington*, or of the Heir of Entail for the Time being in Possession of the said entailed Estates, or the Tutors or Curators or other legal Guardians of such Heir, if under Age, or any other legal Disability or Incapacity, after Payment of all Expences incurred in the Matter of the said Trust, which they are hereby authorized to satisfy and pay in the first place, lay out, invest, and apply the said Sum of Thirty thousand six hundred and seventy-four Pounds One Shilling and Eightpence so to be paid into the said Bank of *Scotland* as aforesaid, into the Account herein provided to be raised in the Books of the said Bank in the Names of the said Trustees as aforesaid, exclusive of Interest and all Accumulations thereof, in the Purchase of other Lands, Baronies, or Heritages in Fee Simple, and free from Incumbrances, in the County of *Haddington* or of *Berwick*, or as near thereto in *Scotland* as the same can conveniently be purchased or procured; and the Lands, Baronies, and Heritages so to be purchased as aforesaid shall be from Time to Time conveyed and disponed by the Seller thereof, or by the same purchasing Trustees or Trustee, and by the Directions of the Court of Session in either Division thereof, to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, and Clauses prohibitory, irritant, and resolutive, as in and by the before-recited Disposition and Deed of Entail executed by the said Sir *John Anstruther* and *John Cockburne*, with the Consent of the said *Thomas* Earl of *Haddington* and *Charles* Lord *Binning* his Son, bearing Date the Fourteenth, Sixteenth, and Twenty-seventh Days of *August* in the Year One thousand seven hundred and twenty-five, registered in the Books of Council and Session the Twenty-sixth Day of *May* in the Year One thousand eight hundred and forty-three, are detailed and expressed of and concerning the Lands and Heritages therein contained, or such of them as shall be then existing undetermined and capable of taking effect, and not otherwise, and the Disposition so to be executed shall be so framed as to bind the Institute as well as every other Person succeeding as an Heir of Entail: Provided always, that the Lands and Heritages so to be purchased and disponed as aforesaid, and the said Capital Sum, until the same shall be laid out in such Purchase, shall be subject to and charged and chargeable with all Incumbrances, Burdens, or Claims whatsoever affecting the said Office, Profits, Rights, and others the Premises aforesaid, or with which the same was chargeable,

chargeable, the said Lands and Heritages and the said Capital Sum being to be deemed and taken in all respects and for all Purposes as a Surrogatum for the said Office, Profits, Rights, and Premises.

Till Purchases made, the Interest to be paid to the Earl of Haddington, or the Heir of Entail for the Time.

VIII. And be it enacted, That till such Purchases shall be made as aforesaid the Interest accruing on the said Capital Sum by reason of its Deposit in such Bank as aforesaid shall be paid to the said *Thomas* Earl of *Haddington*, or to the Heir of Entail or Person who for the Time being would have been entitled to the said Office, and the Rents, Profits, and Emoluments thereof, if this Act had not been made.

Surplus not exceeding 200*l.* to be paid to the Earl or Person who would have been entitled to Custody of the Park.

IX. And be it enacted, That if any Surplus, not exceeding Two hundred Pounds, shall remain at the Credit of the Account authorized by the Provisions of this Act to be raised in the Books of the said Bank in manner aforesaid, after satisfying and discharging the several Purposes herein-before mentioned, such Surplus shall be paid to the said Earl or other Person or Persons who would have been entitled to the Office of Hereditary Keeper of the said Park of *Holyrood House* for the Time being if the same had not been surrendered to Her Majesty, Her Heirs and Successors, or to the Heirs and Executors of the said Earl or of such other Person or Persons respectively.

Trustees to be discharged.

X. And be it enacted, That after having carried the Purposes of this Act into effect, so far as the same are committed to the said Trustees, it shall be lawful to such Trustees and their foresaids, if he or they shall think it necessary for his or their own Relief, to apply to the said Court of Session in either Division thereof, for a Discharge or Exoneration of their Proceedings, upon a Petition to be presented to the said Court in either Division thereof in a summary Way; and the said Court in either Division thereof is hereby required to order Production of the Accounts of the said Trustees, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of his or their Intromissions, and to declare him and them quit and discharged thereof for ever.

Appointment of new Trustees.

XI. And be it enacted, That if the said *George William Hope* and *Charles Baillie*, or either of them, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully performed and executed, then and in any of these Cases, when and so often as the same shall happen, it shall and may be lawful for the said Court of Session in either Division thereof, upon the Application either of the surviving Trustee or of the said *Thomas* Earl of *Haddington* or the Heir of Entail for the Time being in Possession of the said entailed Estates, or the Tutors or Curators or other legal Guardians of such Heir, if under Age or under any other legal Incapacity, to appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead

Stead of such Trustee and Trustees as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid the Sums of Money paid to the Account of and vested in the said Trustees as aforesaid, and hereby vested in the said *George William Hope* and *Charles Baillie*, shall thereupon become legally and effectually vested in such new Trustee or Trustees, and the Survivor and Survivors of them, and the Heirs of such Survivor, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with, under, and subject to all the Powers and Authorities by this Act given and declared.

Majority of Trustees to be a Quorum.

XII. And be it enacted, That the major Part of the Trustees acting in the Business and Affairs of the said Trust for the Time, while more than Two survive or continue, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution, and any One of them who only shall survive or continue shall at all Times have full Power to act by himself alone.

Memorandum by Earl of Haddington of Discharge of Park from Office of Keeper, &c. to be registered.

XIII. And be it enacted, That a Memorandum of the Provision herein-before mentioned, by which the said Royal Park is freed and discharged of the said Office, Profits, Rights, and other Premises signed by the said *Thomas* Earl of *Haddington* or the Person who for the Time being would have been Heir of Entail in Possession thereof had this Act not been passed, shall, as soon as conveniently may be after the said Term of *Candlemas* One thousand eight hundred and forty-four, and Payment of such Price as aforesaid, be registered in the General Register of Sasines and Reversions at *Edinburgh*, which Memorandum may be in the Form set forth in the Schedule to this Act.

Entail not to be innovated.

XIV. And be it enacted, That nothing herein contained shall be held or construed to alter, innovate, change, or defeat the herein-recited Disposition and Deed of Entail executed by the said Sir *John Anstruther* and *John Cockburne*, with the Consent of the said *Thomas* Earl of *Haddington* and *Charles* Lord *Binning* his Son, or the Order of Succession thereby established, excepting in so far as is necessary for carrying the Purposes of this Act fully into effect.

SCHEDULE referred to by the Act.

BE it remembered, That by virtue of an Act passed in the Session of Parliament holden in the Sixth and Seventh Years of the Reign of Her Majesty Queen Victoria, intituled [*here insert the Title of this Act*], the Royal Park of Holyrood House, and other the Premises in the said Act mentioned, were freed and

and absolutely discharged of and from the Office of Hereditary Keeper of the said Park and Custody of the same, and of all Rents, Profits, Duties, Meadows, Fees, Casualties, Privileges, and Emoluments whatsoever pertaining and belonging to the said Office, and of and from the Power of admitting and constituting and also of out-putting Under Keepers, One or more, in the said Park, and also all Power of uplifting and receiving the yearly and termly Rents and Profits and Duties belonging to the same in Time coming, and of and from all other Rights, Privileges, Duties, and Emoluments whatsoever specified and contained or mentioned and referred to in a Charter of King Charles the First, bearing Date the Tenth Day of August One thousand six hundred and forty-six, and in a Charter of King William and Queen Mary, bearing Date the Twenty-third Day of January One thousand six hundred and ninety-one, both which Charters are recited in the said Act, or in any other Charter or Charters, Deed or Deeds, Instrument or Instruments, or from Usage or Possession following on such Charters or either of them, or in any other Way or on any other Account whatsoever, and of and from all other the Estate, Right, Title, and Interest, Claim of Right, Property, and Possession, both petitory and possessory, which Thomas Earl of Haddington, in the said Act mentioned, and his Predecessors and Authors or Heirs and Successors, had, have, or anywise may or might or could have, claim, or pretend to the said Office, and all Property and Rights annexed or appertaining thereto or in any Manner in relation to the same, and also freed and absolutely exonerated and for ever discharged of and from all and every the Rights and Right of Property and other Rights competent to the said Earl of Haddington and his Heirs of Entail, under the Disposition and Deed of Entail granted by Sir John Anstruther and John Cockburne, Esquire, bearing Date the Fourteenth, Sixteenth, and Twenty-seventh Days of August One thousand seven hundred and twenty-five, also in the said Act recited, or the Investitures following thereupon, and of and from all Incumbrances, Burdens, or Claims, of whatever Nature or Kind soever, anywise affecting the said Office, Profits, Rights, and others the Premises, or with which the same were chargeable, or otherwise howsoever.

A.B. _____

Witness.

C.D. _____

Witness.