ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

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bound and obliged himself and his Heirs and Successors to make Resignation of all and haill the Lands and Barony of *Glenlee*, lying within the Parish of *Kells* and Stewartry of *Kirkcudbright*, as also of the Lands of *Raith*, *Raith-Miln*, and *Grass-Yards*, lying in the Parish of *Finnick*, and Shire of *Ayr*, with the Milns, Woods, Fishings, Teinds, Parsonage and Vicarage, of the said Lands and others foresaid, Parts, Pendicles, and Pertinents thereof, as the same were more particularly described in his Rights and Infeftments of the same, in favour and for new Infeftment of the same to be made and granted to himself the said *William Miller*, and, failing of him by Decease, to the said *John Miller*, his eldest Son, and the Heirs whatsoever of his Body, whom failing to the said *Thomas Miller* his Second Son, and the Heirs whatsoever of his Body, whom failing to the said *Patrick Miller* his Third Son, and the Heirs whatsoever of his Body, whom failing to any other Heirs Male to be procreate of his own Body, and the Heirs whatsoever of their Bodies, whom failing to *Martha Miller*, Spouse to *John Davidson* junior, Writer to the Signet, and *Grizel Miller*, Spouse to *George Chalmers*, Merchant in *Edinburgh*, his Daughters, and any other Daughters to be procreate of his Body, equally amongst them and the Heirs whatsoever of their Bodies, whom failing to his the said *William Miller*'s own nearest Heirs and Assignees whatsoever, but always with and under the Conditions, Provisions, Limitations, and Clauses irritant and resolutive therein contained:

Entail of Barskimming by Sir Thomas Miller, dated 2d November 1787.

And whereas by a Deed of Entail, dated the Second Day of *November* One thousand seven hundred and eighty-seven, and registered in the Register of Tailzies the Eighth Day of *March* One thousand seven hundred and eighty-eight, and in the Books of Council and Session the Twenty-seventh Day of the said last-mentioned Month and Year, made and executed by *Thomas Miller* of *Glenlee*, Lord Justice Clerk of *Scotland*, (afterwards Sir *Thomas Miller* Baronet, Lord President of the Court of Session in *Scotland*,) he gave, granted, and disponed in favour of himself, and, failing of him by Decease, to the late Sir *William Miller* Baronet (then *William Miller* Esquire, Advocate), his only Son, and the Heirs Male of his Body, whom failing to the Heirs Male of his own Body, whom failing to the Heirs whatsoever of the Body of the said *William Miller*, whom failing to *Janet Miller*, only Daughter of Sir *Thomas Miller*, and Spouse of *John Dunlop* Esquire, Merchant in *Glasgow*, and the Heirs whatsoever of her Body, whom failing to the Heirs whatsoever of his the said Sir *Thomas Miller*'s own Body, whom failing to *Patrick Miller* of *Dalswinton*, Esquire, his Brother, and the Heirs whatsoever of his Body, whom failing to *Martha Miller* his Sister, Spouse to *John Davidson* Esquire, Writer to the Signet, and the Heirs whatsoever of her Body, whom failing to the Heirs whatsoever of the Body of the deceased *Grizel Miller* his Sister, Spouse to *George Chalmers* Esquire, Merchant in *Edinburgh*, whom failing to his own nearest Heirs and Assignees whatsoever, heritably and irredeemably, the eldest Heir Female and the Descendants of her Body always excluding Heirs Portioners, and succeeding without Division throughout the whole Course of Succession, as well of his Heirs of Tailzie and Provision specially called as of his Heirs whatsoever called by the last Substitution, all and haill the

Six

Six Pound Land of old Extent of *Stairquihite* alias *Barskimming*, with the Tower, Fortalice, and Manor Place thereof, and whole Offices, Gardens, and Orchards thereto belonging, with the Mill, Mill Lands, and Multures, Woods, Forests, Parks, Salmon Fishings, and other Fishings, with the whole Parts, Pendicles, and Pertinents of the same, lying in *Kingskyle*, and within the County of *Ayr*, bounded according to the ancient Infeftments of the same, with the Teinds, Parsonage and Vicarage of the whole foresaid Lands; as also all and haill the Forty Shilling Land of old Extent of *Monkaird* lying in the Parish of *Mauchline* and County aforesaid, with Houses, Biggings, Yards, Woods, Fishings, Parts, and Pertinents of the same, with the Teinds, great and small, Parsonage and Vicarage, of the said Lands of *Monkaird* and Pertinents, and which Lands of *Stairquihite* alias *Barskimming* and Lands of *Monkaird*, with the Teinds, Woods, Fishings, and Pertinents of the same, were, by virtue of a Charter under the Great Seal dated the Twelfth Day of *February* One thousand six hundred and forty-two, erected into One free Tenandry, to be then and in all Time coming called the Tenandry of *Barskimming*; as also all and haill the Twenty-three Shilling Four-penny Land of old Extent of *Monkaird*, Lands of *Muir* and *Muir-dale*, lying within the Parish of *Mauchline*, Bailliary of *Kyle-stewart*, and Sheriffdom of *Ayr*; as also all and haill the Three Shilling Four-penny Land of old Extent of *Monkaird* commonly called *Wilsons-aird*, lying within the Lordship of *Kyles-muir* and Sheriffdom aforesaid; as also all and haill the Shilling Land of *Bent* alias *Bouston's Mailing* with *Daubiesfauld*, the Shilling Land of *Bridge End*, the Three Shilling Land of *Nether-haugh*, with the Houses in the Village of *Haugh* and Lands thereto belonging, formerly Parts and Portions of the Lands of *Kingincleugh*, lying within the Parish of *Mauchline* and Sheriffdom foresaid, together with the Teinds, great and small, Parsonage and Vicarage, and Teind Sheaves of the haill said Lands, Mills, Salmon Fishings and other Fishings, Houses, Biggings, Woods, Mosses, Meadows, Rights of Commonty, Pasturage, and Servitudes, and all other Parts and Pertinents thereof whatsoever; as also all and haill these Seven Acres and a Half or thereby, Part of the Lands formerly belonging to *Haughmill*, lying adjacent to the *Capple-Moss*, on the South Side thereof, with the Right of Peat and Pasturage in the said Moss, together with the Green Brae lying on the West Side of the Road leading from *Mauchline* to the *Haugh-mill* opposite to the *Haugh-head House*, and which Lands were acquired by the said Sir *Thomas Miller* from *Hugh* Earl of *Loudoun*, by Contract of Excambion dated the Twenty-first Day of *September* Seventeen hundred and sixty-four; also all and haill these Twenty-two Acres Three Roods and Five Falls of that Field formerly called *Mauchline Moor*, with Two Acres One Rood and Two Falls, formerly Part of the Lands of *Yettes* and *Bilboa*, and then inclosed and forming Part of his Farm of *Mosshead*, acquired from Sir *John Whitefoord* Baronet by Contract of Excambion betwixt him and the deceased *John Miller* of *Glenlee*, dated the Twentieth Day of *October* One thousand seven hundred and seventy-three; all and haill that Part of the Lands of *Bilboa* which belonged to *Mungo Campbell* of *Nether Place*, and were excambed betwixt him

and

and the said Sir *Thomas Miller*, with Part of the Lands of *Hillhead*, conform to a Submission and Decreet Arbitral pronounced by Lord *Auchinleck*, dated the Third Day of *November* One thousand seven hundred and sixty-eight; also those Parts of the Lands of *Bilboa* called the *Low Bilboa Park* and the Park called *Bridge End*, acquired from *William Campbell*, late of *Nether Place*, by Contract of Excambion, for the Lands of *Crawsland*, and which Lands of *Bilboa* and *Bridge End* were then enclosed by the said Sir *Thomas Miller*, and made Part of his Farms of *Mosshead* and *Tollbarr* Farms; also all and haill the just and equal Half of the Lands of *Haugh-head* and *Nether-haugh*, with Teinds, Parsonage and Vicarage, purchased by him from *William Yule* Surgeon in *Kilbryde*, and *James Yule*, his eldest Son, and which Half was afterwards ascertained by a Contract of Division betwixt the said Sir *Thomas Miller* and *Allan Whitefoord* Esquire, then Proprietor of the other Half, dated the Twenty-second Day of *September* One thousand seven hundred and sixty, with the Teinds, Parsonage and Vicarage, of the whole Lands purchased and acquired by him as above mentioned, together also with the astricted Multures of his Estate of *Barskimming*, and whole other Lands above mentioned, purchased and acquired by him from *Hugh* Earl of *Loudoun*, Proprietor of the *Haugh Mill*, or by his Authors in the aforesaid Lands, excepting the Lands of *Bilboa*, purchased from *Mungo* and *William Campbells* of *Nether Place*, the Multures of which had not then been purchased, and all which Lands above mentioned purchased by him lie in the Parish of *Mauchline* and Sheriffdom aforesaid; also all and haill those Parts and Portions of the Thirteen Shilling Four-penny Land of *Auchmillan*, purchased by him from *William Breakinridge* and *Janet Murdoch* his Spouse; also all and haill that Part of the Lands of *Auchmillan* called *Milliken's Auchmillan* and *Grass Yeards*, extending to Twenty-four Acres or thereby, with the Teinds, Parsonage and Vicarage, with the Lime Quarries and Draw Kiln erected thereupon, all purchased by him from *Robert Morton*, lying in the Parish and County aforesaid; also all and haill those Twenty-seven Acres One Rood and Seven Falls of Ground, being Part of the Mailings of *Auchinbay*, *Sclatehouse*, and *Craighead*, called *Dejore*, lying in the Parish of *Ochiltree*, acquired by him from *William* Earl of *Glencairn*; all and haill the Lands and Mailings of *Dyke* and *Pant*, and those Parts of *Stairhill* and *Chamerston*, with the Teinds, Parsonage and Vicarage, lying within the Parish of *Stair*, purchased by him from *Allan Whitefoord* Esquire; as also all and haill that Part of the Lands of *Chamerston* adjacent to the Lands of *Dyke* and *Pant*, amounting to Sixteen Acres One Rood and Eleven Falls, with the Teinds, Parsonage and Vicarage, also purchased by him from the said *Allan Whitefoord*; also all and haill those Parts of the Lands and Estate of *Stair*, to wit, the Lands of *Easter* and *Wester Davidston*, the Lands of *Mackieston*, the Lands of *Meadowhead* and *Kemptshouse*, the Lands of *Stairaird*, *Stairhill*, and *Pant*, as the same were enclosed and bounded by a Stone Dyke on the South and East Parts, the Water of *Ayr* on the North, and the *Stair* Plantation on the West, commonly known by the Name of the *Stair Park*, purchased by him from *William Duff* and *Thomas Gordon* Esquires, with the Teinds, Parsonage and Vicarage, of the same, Mills, Woods, Fishings,

Fishings, and haill Pertinents of the same, all lying in the Parish of *Stair*; as also all and haill the Lands and Estate of *Fowler*, consisting of the Lands and Mailings of *Fowlermains*, *Hillhead*, and *Fowlerhill*, *Garpells*, *Smilegills*, and *Newtown*, with the Teinds, Parsonage and Vicarage, lying in the Parish of *Mauchline*, and to which Lands and Estate he succeeded and had Right as Heir to *John Miller*, formerly of *Glenlee*, as more particularly described in his Rights and Infeftments of the said Lands; as also all and haill the Lands of *Raith* and *Raith Miln*, with the Mill and Mill Lands of *Raith*, and astricted Multures and Sequels of the Barony of *Raith* and other Lands, with the Teinds, Parsonage and Vicarage, of the same, as more particularly described in the Rights and Infeftments of the same, and to which he succeeded as Heir to his said Brother, lying in the Parish of *Fenwick* and County of *Ayr*; as also all and haill the Lands of *Park* and *Airies*, comprehending the Lands and Mailing of *Shield*, with the whole Woods, Fishings, and Pertinents thereto belonging, as more particularly described in the Rights and Infeftments thereof, lying within the Barony of *Glenlee*, and holding of him as Superior thereof, and which Lands were purchased by him from *Adam Newall* of *Poquhairn*, as Heir *cum beneficio inventarii* to his Father *David Newall*, in the Year One thousand seven hundred and fifty-nine, with the Manor Place then lately built upon the said Lands of *Park*, and Offices thereto belonging, known by the Name of *Glenlee Park*, all lying in the Parish of *Kells* and Stewartry of *Kirkcudbright*; as also all and haill the Lands of *Craigenbay* and *Craigend*, with the whole Parts and Pertinents of the same, purchased by him at a judicial Sale before the Lords of Session in the Year One thousand seven hundred and eighty-one, as the said Lands were more particularly described in his Decreet of Sale, lying in the Parish of *Kells* and Stewartry of *Kirkcudbright*; and, lastly, all and haill the Lands of *Meikle Isle*, including therein what was formerly called *Shaw's Isle*, but then joined and united in one, amounting to Twenty-eight Acres or thereby, bounded on the South by his Lands of *Fintilloch*, *Shield*, and *Park*, by the Lands of *Park* on the West, and by the River of *Kenn* on the North and East Parts, then lately purchased by him from the Earl of *Galloway*, lying in the Parish of *Dalry* and Stewartry of *Kirkcudbright* foresaid, together also with the Teinds, Parsonage and Vicarage, of the whole Lands above mentioned, lying in the County of *Ayr*, and all Right, Title, and Interest which he had or might claim to the Teinds, Parsonage and Vicarage, of the foresaid Lands lying in the Stewartry of *Kirkcudbright*, but with and under the Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive therein contained: And whereas by a Disposition and Supplementary Deed of Entail dated the Fifth Day of *September* One thousand seven hundred and ninety-two, recorded in the Register of Tailzies on the Eleventh and in the Books of Council and Session the Thirty-first Days of *December* in the Year One thousand eight hundred and seven, made and executed by the said late Sir *William Miller* Baronet, Grandson of the said *William Miller* the Maker of the said first-recited Entail, he, upon a Narrative thereof, and that his the said Sir *William Miller*'s Uncle, *John Miller*, eldest Son of the said *William Miller* the Maker of the said first-recited

Supplementary Entail of Raith by Sir William Miller, dated 5th September 1792.

Deed, from some Inaccuracy or Inattention, had made up Titles in his Person to the said Lands of *Raith* and others as Heir of his Father in Fee Simple, and that upon the Death of the said *John Miller*, *Thomas Miller* his Brother, Father of the said Sir *William Miller*, though he had not made up any feudal Title to his Brother, yet by a similar Inaccuracy or Inattention had included the said Lands of *Raith* and others in a Deed of Entail executed by him, of Date the Second Day of *November* One thousand seven hundred and eighty-seven, (*viz.* the herein-before second-recited Deed of Entail,) of the Lands and Estate of *Barskimming* and others, in favour of himself, and, failing of him by Decease, of the said Sir *William Miller* the Maker of the Deed under Recital, and the Heirs Male of his Body, whom failing to the other Heirs and Substitutes therein mentioned, and that he the said Sir *William Miller* had succeeded to both the Estates of *Glenlee* and *Barskimming*, and that it was his Intention to follow out the Conditions of both the said Deeds of Entail, therefore to give the full legal Effect to the said Entail of the Lands and Estate of *Glenlee*, in so far as regards the said Lands of *Raith*, *Raith Miln*, and others, he granted Warrant for having himself infeft in the same, and bound and obliged himself thereafter to alienate and dispone, as he thereby gave, granted, conveyed, alienated, and disponed, to and in favour of himself and the Heirs whatsoever of his Body, which failing to the other Heirs of Tailzie (so far as not then extinct) specified in the Deed of Entail and Settlement therein and herein-before mentioned and referred to, of the said Lands of *Glenlee* and others, executed by the said deceased *William Miller* of *Glenlee* Esquire, his Grandfather, dated and recorded as aforesaid; *videlicet*, to the said *John Miller*, eldest Son of the said *William Miller*, and the Heirs whatsoever of his Body, which failing to the said *Thomas Miller* (afterwards Sir *Thomas Miller* Baronet), Second Son of the said *William Miller*, and the Heirs whatsoever of his Body, which failing to *Patrick Miller*, then of *Dalswinton*, Esquire, Third Son of the said *William Miller*, and the Heirs whatsoever of his Body, which failing to any other Heirs Male procreated of the said *William Miller*'s own Body, and the Heirs whatsoever of their Bodies, which failing to *Martha Miller*, Spouse of *John Davidson* of *Halltree*, Esquire, Writer to the Signet, and *Grizel Miller*, Spouse to *George Chalmers* Esquire, Merchant in *Edinburgh*, Daughters of the said *William Miller*, and any other Daughters procreated of his Body, equally amongst them, and the Heirs whatsoever of their Bodies, which failing to the nearest Heirs and Assignees whatsoever of the said *William Miller*, heritably and irredeemably, all and whole the Twelve Shilling Land of old Extent of the Five Pound Land of *Raith* called *South Grassyards*, with the Houses, Biggings, Yards, Muirs, Marshes, Meadows, Tofts, Crofts, Outsetts, Insetts, Parts, Pendicles, and Pertinents thereof whatsoever; as also all and whole the Corn Mill called *Raith Mill*, with the astricted Multures of the said Five Pound Land of *Raith*, and other Multures, Sucken, Knaveship, Sequels, and Services of the said Mill used and wont, together with the Mill Lands of *Raith*, extending to a Five Shilling Sixpenny Land of old Extent; as also all and whole the Thirty-three Penny Land of *Nether Raïth*, with the Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, some Time possessed by *John Gemmell*, which are proper Parts and Pertinents of the said Five Pound Land of *Raith*,

together

together with the Teind Sheaves and other Teinds, as well Parsonage as Vicarage, of the whole Lands and others foresaid, all lying within the new Parish of *Kilmarnock* and Sheriffdom of *Ayr*; excepting and reserving to *Crawford* of *Crawfordland* the Multures, Sucken, and Knaveship, Sequels and Services of the Thirteen Shilling Eight-penny Land of the foresaid Five Pound Land of *Raith* called *Nether Raith*, with the Pertinents, of old possessed by *James Barr* and *Janet Norval*, Spouses, and their Sub-Tenants, the Lands contained in the said Supplementary Deed of Entail being the same with the Lands of *Raith*, *Raith Miln*, and *Grassyards*, before mentioned as contained in the said first-recited Deed of Entail, but with and under the like Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive as are contained in the said first-recited Deed of Entail: And whereas another Supplementary Deed of Entail, dated the Fifth Day of *September* One thousand seven hundred and ninety-two, and recorded in the Register of Tailzies the Eleventh Day of *December* One thousand eight hundred and seven, and in the Books of Council and Session the Thirty-first Day of *December* One thousand eight hundred and seven, was executed by the said Sir *William Miller* deceased, whereby, upon a Narrative of the erroneous Proceeding in regard to the Title of the said Lands of *Fowlermains* and others, to which the said Sir *Thomas Miller* had made up no Title in his Person, and that the said recited Entail executed by him was therefore ineffectual in respect of those Lands, and that he the said Sir *William Miller* was then about to complete a Fee Simple Title to the said Lands in his own Favour, as Heir to his Grandfather and his Uncle, as therein mentioned, and had resolved to execute the Supplementary Entail thereof under Recital, therefore he thereby gave, granted, conveyed, alienated, and disponed to and in favour of himself, and the Heirs Male of his Body, which failing to the other Heirs of Tailzie (so far as not then extinct) specified in the said recited Deed of Entail and Settlement of the said Lands and Estate of *Barskimming* and others, executed by the said deceased Sir *Thomas Miller* Baronet, his Father, dated and recorded as aforesaid, *videlicet*, to the Heirs Male of the Body of the said Sir *Thomas Miller*, Baronet, which failing to the Heirs whatsoever of the Body of him the said Sir *William Miller*, which failing to *Janet Miller*, only Daughter of the said Sir *Thomas Miller* Baronet, and Spouse of *John Dunlop* Esquire, Merchant in *Glasgow*, and the Heirs whatsoever of her Body, which failing to the Heirs whatsoever of the Body of the said Sir *Thomas Miller* Baronet, which failing to *Patrick Miller* of *Dalswinton*, Esquire, Brother of the said Sir *Thomas Miller* Baronet, and the Heirs whatsoever of his Body, which failing to *Martha Miller*, Sister of the said Sir *Thomas Miller* Baronet, and Spouse of *John Davidson* of *Halltree*, Esquire, Writer to the Signet, and the Heirs whatsoever of her Body, which failing to the Heirs whatsoever of the Body of the deceased *Grizel Miller*, Sister of the said Sir *Thomas Miller* Baronet, and Spouse of *George Chalmers* Esquire, Merchant in *Edinburgh*, which all failing to the nearest Heirs and Assignees whatsoever of the said Sir *Thomas Miller* Baronet, the eldest Heir Female and the Descendants of her Body always excluding Heirs Portioners, and succeeding without Division through the whole Course of Succession

Entail of Fowlermains by Sir William Miller, dated 5th September 1792.

as

as well of the Heirs of Tailzie and Provision specially called as of the Heirs whatsoever called by the last Substitution, heritably and irredeemably, all and whole the Two Merk Land of *Fowlermains* and *Smellgills*, the Thirteen Shilling and Fourpenny Lands of *Fowlerhead*, the Nine Shilling Lands of *Smell-gills* in *Boigwood*, the Two Shilling Land of *Crawsland*, the Twenty-two Shilling and Sixpenny Lands of *Newtown*, the Six Shilling and Eightpenny Lands of *Auchmillan*, the Forty Shilling Lands of *Grassyards*, with the Privilege of digging Peats in the Moss of *Blairkype*, with Houses, Biggings, Yards, and the Teind Sheaves and other Teinds, as well great as small, Parsonage and Vicarage, of the whole foresaid Lands, all lying within the Bailiary of *Kyle-stewart* and Sheriffdom of *Ayr*; as also all and whole the Seventeen (or Sixteen) Shilling and Four-penny Lands of *Hole of Nether Brunt Shield*, with Houses, Biggings, Yards, Fishings of Salmon and of other Fishes in the Water of *Ayr*, Parts, Pendicles, and Pertinents thereof, together with the Teind Sheaves and other Teinds, as well Parsonage as Vicarage thereof, lying within the Bailiary of *Kyle-stewart* and Sheriffdom of *Ayr*, which Lands, Teinds, Fishings, and others foresaid, with the Pertinents, were Parts and Pertinents of the Lands and Tenandry of *Daldilling*; as also all and whole the Nine Shilling Land of old Extent of *Garfell*, with the Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof whatsoever, lying within the Lordship of *Kylesmuir* and Sheriffdom of *Ayr*; also all and whole an annual Rent of Sixty Merks *Scots*, or such an annual Rent, less or more, as should correspond to the Sum of Twelve hundred Merks *Scots*, to be uplifted and taken furth of the said Nine Shilling Land of old Extent of *Garfell*, with the Houses and Pertinents thereof, above mentioned, at the Terms and redeemable in manner mentioned in an Heritable Bond dated the Twenty-sixth Day of *June* One thousand seven hundred and twenty-one, granted by *James Borland* in *Mossgill*, Heritable Proprietor of the said Lands of *Garfell*, to *James M'Lellan*, Merchant in *Mauchline*, with annual Rent and Penalty in manner therein mentioned, and to which the deceased *William* and *John Millers* of *Glenlee* had Right by Progress; as also all and whole the Eleven Shilling Land of old Extent of *Garfell*, and all and whole the Seven Shilling and Sixpenny Land of *Newtown*, of old Extent, with the several Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, lying in the Parish of *Mauchline* and Sheriffdom of *Ayr*, together with the Teind Sheaves and other Teinds, as well Parsonage as Vicarage, of the said Lands of *Garfell* and *Newtown* there included, together with all Right, Title, and Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which he, his Predecessors or Authors, Heirs or Successors, had or might any way claim or pretend thereto, but with and under the Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive, as therein-after expressed: And whereas the said late Sir *William Miller*, having belonging to him and having acquired various Lands and Heritages in Fee Simple, did, by a Deed of Entail of the said Lands which bears Date the Twenty-first Day of *July* One thousand eight hundred and seventeen, but which has not been recorded, bind himself to resign, and granted a Procuratory for resigning, and did thereby resign, surrender, up-give, over-give, and deliver, all and whole the Forty Shilling

Entail of Lochills by Sir William Miller, dated 21st July, 1817.

Shilling Land of *Lochill*, comprehending *Nether Lochill* and *High Lochill*, with the Teinds, Parsonage and Vicarage, and Multures, Sucken, and Sequels thereof, and Houses, Biggings, Yards, and haill Parts, Pendicles, and Pertinents, formerly described to be lying in the Parish of *Ochiltree Kingskyle*, now situated and lying in the Parish of *Stair* and Sheriffdom of *Ayr*; as also all and whole the Lands and Mailings of *Spierstown* and *Stillystown*, with Houses, Biggings, Yards, and haill Parts, Pendicles, and Privileges thereof, with the astricted Multures and other Multures and Services payable furth of the said Lands to the Mill of the Barony of *Traboth* and Thirlage of the same thereto, together with the Teind Sheaves and other Teinds, as well Parsonage as Vicarage, of the foresaid Lands, and which Lands are Parts and Pertinents of the Lands and Barony of *Traboth*, lying within the Parish of *Ochiltree* and Sheriffdom of *Ayr*, as the said Lands of *Lochills*, *Spierstown*, and *Stillystown* were some Time set in Tack to and possessed by *David Lees*, Tenant therein; as also all and whole the Farm and Lands of *Bilboa*, Part of the Four Shilling Five-penny Land of *Cowfieldshaw* acquired by the deceased *Allan Whitefoord* of *Ballochmyle*, Esquire, from Sir *James Johnston* of *Westerhall*, Baronet, with the Teinds, Parsonage and Vicarage thereof, and Houses, Biggings, Yards, Multures, Sucken and Sequels, and haill Parts, Pendicles, and Pertinents thereof, lying within the Parish of *Mauchline* and Sheriffdom of *Ayr* aforesaid, as the said Lands of *Bilboa* were some Time set in Tack to and possessed by *Adam Cameron*, as Tenant therein, and as inclosed and subdivided by Sir *John Whitefoord* Baronet, formerly Proprietor thereof, into Five different Inclosures; and in like Manner all and whole the Four Merk Land of *Clongstang* and *M'Willockston*, comprehending *M'Willockston* and *Clongstang*, the Forty Shilling Land of *Chalmerstown*, comprehending *Chalmerstown* and *Laighburn* or *Burn* and *Chalmerstown*, and *Stair Meadow*, as the said Lands of *Clongstang*, *M'Willockston*, *Laighburn*, *Chalmerstown*, and *Stair Meadow* were some Time set in Tack to and possessed by *William Caldwell*, Tenant therein, together with the Teinds, great and small, Parsonage and Vicarage, of the whole foresaid Lands and Teinds included, and Annuities thereof, and Woods, Lakes, Fishings, Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, formerly described to be lying in the Parish of *Ochiltree Kingskyle*, now situate and lying in the Parish of *Stair* and Sheriffdom of *Ayr*; as also all and whole the Two Shilling Land of old Extent of *Haughholm*, with the Houses, Yards, and whole Pertinents thereof, and Teinds, Parsonage and Vicarage, of the same, lying within the Lordship and Barony of *Kylesmuir*, Bailiary of *Kyle-stewart*, and Sheriffdom of *Ayr*, together with all Right, Property, and Possession, petitory or possessory, which he or his Authors and Heirs and Successors had or any ways might have, claim, or pretend thereto in any Sort, in favour and for new Infeftment to himself and the Heirs Male lawfully procreated or to be procreated of his own Body, which failing to the Heirs whatsoever lawfully procreated or to be procreated of his own Body, which failing to *Janet Miller*, his Sister German, Spouse of *John Dunlop* Esquire, and the Heirs whatsoever of her Body, which failing to the Heirs whatsoever of the Body of the deceased *Patrick Miller* of *Dalswinton*, Esquire, his

his Uncle, which failing to the Heirs whatsoever of the Body of the deceased *Grizel Miller*, his Aunt, Spouse of *George Chalmers* Esquire, Merchant in *Edinburgh*, also deceased, which all failing to his the said Sir *William Miller*'s own nearest Heirs and Assignees whatsoever, heritably and irredeemably, declaring that the eldest Heir Female and the Descendants of her Body should always exclude Heirs Portioners, and succeed without Division throughout the whole Course of Succession as well of his Heirs of Tailzie and Provision specially called as of his Heirs whatsoever called by the last Substitution, but always with and under the Burdens, Reservations, Conditions, Provisions, Limitations, and Clauses irritant and resolutive therein expressed, and specially under this Provision and Declaration, that it should be lawful to him at any Time in his Life to sell and dispose of the said Lands and others, and to contract and ontake Debts thereupon, and to grant such Provisions to his younger Children by Bonds of Provision or Annuity as he should think fit, as fully and absolutely as if the said Entail had never been executed: And whereas the said Sir *William Miller* deceased did, upon the Thirtieth Day of *August* One thousand eight hundred and Fifteen, execute a Trust Conveyance, whereby, with reference to a Deed of Entail which he had of the same Date executed of the said Lands of *Lochills* and others, but for which Deed he afterwards substituted the herein-before recited Deed of Entail of Date the Twenty-first Day of *July* One thousand eight hundred and seventeen, and upon the Narrative that he was possessed of a Collection or Library of Books of some Importance in his House of *Barskimming*, and that it was his Wish to preserve the same, with what Additions he might thereafter make thereto, entire, for the Purpose of being lent to his Heir of Entail in possession of the Estate of *Barskimming* for the Time during his or her Life, and that successively to the Heirs of Entail in their Order, without the same being subject to the Disposal of the said Heirs of Entail, or to the Diligence of their Creditors as Part of their Moveable and Personal Estate, therefore he did thereby, with and under the Reservations and Conditions therein written, assign and convey, to and in favour of the Minister of the Parish of *Mauchline* for the Time being, the Minister of the Parish of *Stair* for the Time being, and the Two nearest Male Heirs of Entail in the Estate of *Barskimming* next to the Heir of Entail in possession thereof at the Time who should be past the Years of Majority, and not descended of the Body of the Heir then in possession, or any One of them as a Quorum, all and sundry the Collection or Library of printed or manuscript Books then belonging to him in the House of *Barskimming*, as contained in an Inventory or Catalogue thereof signed or to be signed by him as relative to the said Conveyance, together with what Additions he might thereafter think proper to make thereto during his Life; and by an Addition made by the said Sir *William Miller* to the said Trust Conveyance dated the Twenty-first Day of *July* One thousand eight hundred and seventeen it was declared, that having found it expedient, on account of some Inaccuracies, to re-execute of that Date the Deed of Entail referred to in the said Trust Conveyance as executed of the Date thereof, that the said new Deed of Entail of Date the said Twenty-first Day of *July* One thousand eight hundred and seventeen

Trust Conveyance of Library at Barskimming by Sir William Miller, dated 30th August 1815.

was

was to be held as the Deed of Entail referred to in the said Trust Conveyance, which Trust Conveyance and Addition thereto were recorded in the Books of Council and Session on the Twenty-first Day of *March* One thousand eight hundred and forty-eight; but the Trustees appointed by the said Trust Conveyance have never accepted or acted in execution thereof: And whereas the said Sir *William Miller* deceased by a Trust Disposition bearing Date the Twenty-first Day of *July* One thousand eight hundred and seventeen, and recorded in the Sheriff Court Books of *Ayrshire* on the Twenty-second Day of *May* One thousand eight hundred and forty-six, gave, granted, and disponed to and in favour of *David Hume* Esquire, Advocate, *William Macdonald* Esquire, of *St. Martins*, *John Hamilton* Esquire, of *North Park*, *John Colin Dunlop* Esquire, Advocate, and *Hugh Warrender*, Writer to the Signet, or such of them as should accept as Trustees for the Purposes therein mentioned, all and whole a certain Dwelling House belonging to him, situate in *Brown's Square* of *Edinburgh*, and also all and sundry Debts and Sums of Money, as well Heritable as Moveable, Stock in the Royal Bank of *Scotland*, Shares in any private Company, with the Profits and Dividends thereon, Rents of Land, and all other Debts and Sums of Money that should be in any manner of way addebted to him at the Time of his Decease, and all and sundry Corns, Cattle, labouring Utensils, Household Furniture and Plenishing, Silver Plate, lying Money, Bank Notes, and in general all Goods and Gear belonging or that should belong to him at the Time of his Decease, with Power to sell the said House in *Brown's Square*; and he thereby nominated the said Persons to be his Executors, but in trust always for the Purposes therein and herein mentioned; in the first place, for Payment of the just and lawful Debts owing by him at the Time of his Death, and Expenses incurred in the Prosecution of the Trust, and also for Payment of any just and lawful Debts of the late Sir *Thomas Miller*, his Father, or of *John Miller* of *Glenlee*, his Uncle, that might be resting unpaid at his Death; secondly, in Payment of the respective Provisions made or to be made by him in favour of his Children, other than the Heir succeeding to him in his entailed Estates; thirdly, in Payment of any Sum or Sums that he might at any Time of his Life, by a Writing under his Hand, appoint to be paid to any other Person or Persons; and lastly, after the above Purposes were accomplished, the Trustees were to divest themselves of the Residue that might then remain of his Funds and Effects, and make over the same to and in favour of his eldest Son, or the Heir of Entail for the Time being in possession of his entailed Estates of *Glenlee* and *Barskimming* and others, and their Heirs and Assignees whatsoever, as the said Trust Deed, containing other Provisions unnecessary to be recited, bears; and he thereby empowered his said Trustees to appoint additional Trustees, and declared the Majority to be a Quorum; and by a Codicil to the said Trust Deed under Recital, dated the Twelfth Day of *July* One thousand eight hundred and twenty, the said Sir *William Miller* deceased, upon a Narrative of the Death of the said *Hugh Warrender*, appointed *John Home*, Writer to the Signet, to be a Trustee along with the others therein named, and with the same Powers as if he had been originally appointed; but the said *John Home* predeceased the said Sir *William Miller*;

Trust Disposition by Sir William Miller, dated 21st July 1817.

Miller; and by another Codicil, executed by the said Sir *William Miller* deceased, dated the Eighth Day of *December* One thousand eight hundred and twenty-seven, he added and appointed Captain *Houston Stewart* of the Royal Navy, his Son in Law, as a Trustee to act with the other Trustees named by the said Trust Deed, with the same Powers as if he had been originally appointed by the said Deed; and by another Codicil, of Date the Sixteenth Day of *July* One thousand eight hundred and thirty-three, executed by the said Sir *William Miller* deceased, he added and appointed *John Shaw Stewart* Esquire, Advocate, as a Trustee to act along with the other Trustees named in the said Deed under Recital, and in the same Manner in all respects as if he had been originally appointed; but the said *John Shaw Stewart* predeceased the said Sir *William Miller*; and by another Codicil, of Date the Nineteenth Day of *June* One thousand eight hundred and forty, executed by the said Sir *William Miller*, he added and appointed *John Miller* Esquire, his Son, as a Trustee to act along with the other Trustees, and with the same Powers as if he had been originally appointed by the Deed under Recital: And whereas various Proceedings in relation to certain Portions of the said Estates, and to the Superiority of Parts thereof, took place during the Lifetime of the said Sir *William Miller* deceased, which it is unnecessary to set forth:

Titles made up by Sir William Miller, now of Glenlee.

And whereas Sir *William Miller*, now of *Glenlee* and *Barskimming*, Baronet, Grandson of the said late Sir *William Miller*, the Heir of Entail now in possession of the said Estates, has made up Titles to the whole of the said Lands and Estates as follows; *videlicet*, to the said Lands and Estate of *Glenlee* and others contained in the said recited Deed of Entail dated in the Year One thousand seven hundred and fifty-three, and the said Supplementary Deed of Entail of the Lands of *Raith* dated in the Year One thousand seven hundred and ninety-two, conform to Decree of Service in his Favour as Heir of Tailzie and Provision to the said Sir *William Miller*, his Grandfather, obtained before the Sheriff of Chancery on the Twenty-fourth and recorded in Chancery on the Thirty-first Days of *January* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Nineteenth Day of *February* One thousand eight hundred and forty-eight; to certain Portions of the Lands and Barony of *Glenlee*, in which his Father, the deceased *Thomas Miller* Esquire (who was the eldest Son of the said Sir *William Miller* deceased), stood infeft in Fee, conform to Decree of Service obtained before the Sheriff of Chancery on the said Twenty-fourth and recorded in Chancery on the said Thirty-first Days of *January* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Nineteenth Day of *February* One thousand eight hundred and forty-eight; to all and whole the Lands and Estate of *Barskimming* and others, conform to Decree of Service as Heir of Tailzie and Provision to his Grandfather the said late Sir *William Miller*, obtained before the Sheriff of Chancery on the said Twenty-fourth and recorded in Chancery on the said Thirty-first Days of *January* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Twenty-second Day of *February*

February One thousand eight hundred and forty-eight, and another Instrument of Sasine in his Favour recorded in the said General Register of Sasines on the Fifteenth Day of *March* One thousand eight hundred and forty-eight; to all and whole the Lands of *Stairquihite* and *Barskimming*, in which the said *Thomas Miller*, his Father, stood infeft in Fee, conform to Decree of Service obtained before the Sheriff of Chancery on the said Twenty-fourth and recorded in Chancery on the said Thirty-first Days of *January* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Nineteenth Day of *February* One thousand eight hundred and forty-eight; and to all and whole the Lands of *Fowlermains* and others, as Heir of Tailzie and Provision to the said Sir *William Miller*, his Grandfather, conform to Decree of Service obtained before the Sheriff of Chancery on the Twenty-fourth and recorded in Chancery on the Thirty-first Days of *January* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Twenty-second Day of *February* One thousand eight hundred and forty-eight; and the said Lands of *Fowlermains* and others are also included in the said Instrument of Sasine of the Lands and Estate of *Barskimming*, recorded in the General Register of Sasines at *Edinburgh* on the said Fifteenth Day of *March* One thousand eight hundred and forty-eight; and also to all and whole the said Lands and Estate of *Lochills*, as Heir of Tailzie and Provision to the said Sir *William Miller*, his Grandfather, under the said Deed of Entail of the said Lands, conform to Decree of Service obtained before the Sheriff of Chancery, dated the said Twenty-fourth and recorded in Chancery the said Thirty-first Days of *January* One thousand eight hundred and forty-eight, Charter under the Great Seal dated the Ninth Day of *May* One thousand eight hundred and forty-eight, and Instrument of Sasine in his Favour recorded in the General Register of Sasines at *Edinburgh* the Eighteenth Day of *May* One thousand eight hundred and forty-eight: And whereas by various Deeds of Trust and Bonds of Provision made and executed by the said Sir *William Miller* deceased, of the respective Dates specified in the Schedule (A.) hereunto annexed, sundry Sums of Money and certain Annuities were provided to and settled upon his Children and the other Persons therein mentioned, and which are still due and unsatisfied to the Amount of Sixteen thousand six hundred and twenty Pounds of Provisions, and Nine hundred and forty-five Pounds of Annuities, as set forth in the said Schedule (A.); and the said Sir *William Miller* also left various Debts, Obligations, and Burdens due and prestable by him, amounting in all, including the Sums contained in the said Deeds of Trust and Bonds of Provision, and including also a certain contingent Claim, according to the said Schedule (A.), to Twenty-five thousand six hundred and sixty Pounds Six Shillings and One Penny, besides the said Sums of Annuities: And whereas by One of the said Deeds of Provision, dated the Ninth Day of *July* One thousand eight hundred and thirty-seven, and recorded in the Sheriff Court Books of *Ayrshire* on the Twenty-second Day of *May* One thousand eight hundred and forty-six, the said Sir *William Miller* deceased recites that he had destroyed certain Deeds whereby he had made Provisions for

Debts and Obligations of the late Sir William Miller.

Provision to younger Children of Thomas Miller.

for the younger Children of his Son *Thomas*, which might be troublesome of Execution, and occasion Embarrassment in winding up his Affairs, while at the same Time he had perfect Reliance on the good Dispositions of his Grandson *William* and his Brothers, so that they would fulfil all Obligations incurred by their Father, if they should as Heirs of Entail become entitled to the Residue of his Funds in Terms of his Trust Deed above recited, and would also be disposed to perform all the Duties incumbent on them towards their Brothers, which Provisions referred to by the said Sir *William Miller* deceased are or were intended to be in fulfilment of the Provisions made by the said *Thomas Miller*, his Son, on his Marriage with Miss *Edwina Cumming* afterwards *Miller*, by antenuptial Contract of Marriage dated the Twenty-fifth and Twenty-ninth Days of *November* One thousand eight hundred and fourteen, and which amount to Six thousand Pounds to the younger Children of the said Marriage, and for which Sum, independent of the aforesaid Recommendation by the said deceased Sir *William Miller*, his Grandfather, the said Sir *William Miller*, the Heir now in possession, is liable, as representing his Father the said *Thomas Miller*, and as being in possession of the said Estate of *Lochills* upon an unrecorded Deed of Entail, and for which he has accordingly granted Bond, as set forth in the said Schedule (A.): And whereas upon the Death of the said Sir *William Miller* upon the Ninth Day of *May* One thousand eight hundred and forty-six the Property, real and personal, conveyed by him to Trustees as aforesaid, came to be vested in trust in the said *Houston Stewart*, who alone of the surviving Trustees agreed to accept and act as Trustee and Executor, and the said Trustee has proceeded to realize the said Trust Estate, and the Proceeds of so much thereof as has been realized, and the estimated Value of the Remainder, amount, as appears from the Schedule (B.) hereunto annexed, to Six thousand three hundred and fifty-six Pounds Twelve Shillings and Three-pence, subject to Payment of the Expenses attending the Administration of the Trust Estate: And whereas the said Debts, Obligations, Provisions, and Burdens, after Deduction of the Proceeds of the said Trust Estate as aforesaid, which have been or are to be applied, as far as the same will go, in extinction thereof, and after deducting also the Value of the Library of *Barskimming*, which, though it was the Wish of the said Sir *William Miller* deceased (as expressed in the foresaid Trust Conveyance) to secure against Creditors throughout the whole Succession to his Estates, could not competently be so secured, seeing that the Library, being Personal Property, is by Law primarily liable for Personal Debts, amount to Twenty-four thousand five hundred and seventy-nine Pounds Five Shillings and Ten-pence, besides the said Sums of Annuities: And whereas, when the said recited Deed of Entail was executed by the said Sir *Thomas Miller* Baronet, of Date the Second Day of *November* One thousand seven hundred and eighty-seven, containing therein the said Lands of *Fowlermains* and others, as well as the said Lands and Estate of *Barskimming* and others, the said Sir *Thomas Miller* had no legal Title to the said Lands of *Fowlermains* and others, and could not competently entail the same; and although the said Lands were contained in the Supplementary Deed of Entail executed by the said Sir *William Miller* deceased, of Date the

Property vested in the late Sir William Miller's Trustee.

Debts and Obligations to be proved for.

Part of entailed Estates liable for Debts.

the Fifth Day of *September* One thousand seven hundred and ninety-two, the same were nevertheless then and are now legally liable for all the Debts and Obligations of the said Sir *William Miller*, not only by reason that the same came into the Possession of the said Sir *William Miller* unaffected and unfettered by any Conditions or Limitations of Entail, and were for a Time possessed by him in Fee Simple, but because, when the said Sir *William Miller* executed the said Supplementary Deed of Entail of the said Lands, with prohibitory, irritant, and resolutive Clauses, the irritant and resolutive Clauses of the said Entail were not directed against the said Sir *William Miller* himself, but only against the Heirs Substitutes of Entail, whereby the said Entail is inoperative and ineffectual to protect the said Lands and Estate against the Debts and Obligations of the said Sir *William Miller*: And whereas the Deed of Entail of the Lands of *Lochills* and others, dated the Twenty-first Day of *July* One thousand eight hundred and seventeen, has never been recorded in the Register of Tailzies, and the said Lands are liable to be adjudged and evicted for the Debts and Obligations of the said Sir *William Miller* deceased, and of the said Sir *William Miller*; the Heir now in possession of the said Lands and Estates: And whereas there are no Funds adequate to the Discharge of the said Debts, Obligations, Provisions, and Annuities contained in the said Schedule (A.), and the said Lands of *Fowlermains* and others, and the said Lands of *Lochills* and others, are liable to be evicted by Adjudication, and sold for Payment of the said Debts, Obligations, Provisions, and Annuities of the said Sir *William Miller* deceased, as contained in the said Schedule (A.), and the said Lands of *Lochills* and others are liable to be adjudged and sold for Payment of the Debts of the said Sir *William Miller*, the Heir now in possession as aforesaid, and in particular for the foresaid Sum of Six thousand Pounds, for which he has granted Bond to his Brothers as aforesaid; and it is therefore expedient, in order to avoid the Expense of legal Proceedings, that Authority should be granted to sell the said several Lands and others, to the Extent necessary to satisfy and extinguish the said Debts, Obligations, Provisions, and Annuities: And whereas the said Lands of *Lochills* and others lie in the immediate Vicinity of the Family Mansion House of *Barskimming*, and contribute essentially to the Beauty and Enjoyment of the Estate as a Place of Residence, and it is highly inexpedient that the same should be permitted to be evicted or be sold; and in like Manner, seeing that the Lands of *Fowlermains* and others lie near to the Estate of *Barskimming*, and can be most beneficially occupied by the said Sir *William Miller*, the Heir of Entail in possession of that Estate, and the other Heirs to succeed to him, along and in connexion with the said Estate, while the Lands of *Glenlee* and *Raith* and others lie partly in another County, and all at a considerable and inconvenient Distance from the Estate of *Barskimming*, it is therefore desirable, and would be greatly for the Advantage of the said Sir *William Miller* and the Heirs of Entail to succeed to him, if, in place of selling the said Lands of *Lochills* and *Fowlermains* for Payment of the Debts, Provisions, Obligations, and Annuities aforesaid for which those Lands are properly liable, the said Lands of *Glenlee* and *Raith* were authorized to be sold for that Purpose, and with that view that an Excambion were made of certain Parts of the said Estates; *videlicet*,

Certain Lands liable to be adjudged.

Certain Lands to be retained, and others sold for Payment of Debts.

videlicet, first, an Excambion of the Lands contained in Schedule (C.) hereunto annexed (which, though included locally in the *Glenlee* Estate, are nevertheless contained in the Entail of the said Lands and Estate of *Barskimming*,) for and in lieu of the Lands or a great Part of the Lands contained in the Schedule (D.) hereunto annexed, so that the Lands contained in the said Schedule (C.) should be vested in Trustees for the Purpose of being sold as after mentioned, while the Lands, or a Part thereof, contained in the Schedule (D.), should be settled and secured in strict Entail to the Heirs in the said recited Deed of Entail of *Barskimming*, in Terms and under the Conditions and Limitations thereof; and, secondly, that the outlying Lands and Estates of *Glenlee* and *Raith* and others, contained in the Deed of Entail of One thousand seven hundred and fifty three, and Supplementary Deed of Entail of *Raith* of One thousand seven hundred and ninety-two, and in the Schedule (E.) hereunto annexed, freed and relieved of all the Fetters contained in the Deeds of Entail of the said Lands and Estates of *Glenlee* and *Raith*, should be exchanged for and in lieu of the Remainder of the Lands of *Lochills* contained in the Schedule (D.), and the Lands of *Fowlermains* and others contained in the Schedule (F.) hereunto annexed, so that the said Lands contained in the Schedule (E.) should be vested in Trustees for the Purpose of being sold as after mentioned, and the Remainder of the said Lands of *Lochills* contained in Schedule (D.) and the said Lands contained in Schedule (F.) should be settled and secured in strict Entail to the Heirs in the said recited Deed of Entail of the Lands and Estate of *Glenlee*, in Terms and under the Conditions and Limitations thereof; and that the said whole Lands contained in Schedule (C.) and in Schedule (E.), so vested in Trustees, should be sold, and the Proceeds of so much thereof as shall be held to be an Equivalent for the said Lands contained in Schedule (D.) and Schedule (F.) applied, so far as necessary, in extinction of the said Debts, Obligations, Provisions, and Annuities, and that the Surplus should be invested in the Purchase of other Lands, to be settled and secured to the Heirs of Entail in the said recited Deeds of Entail of the Lands of *Fowlermains* and Lands and Estate of *Glenlee*, in Terms and under the Conditions and Limitations thereof: But as these Purposes cannot be attained without the Authority of Parliament, 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 from and after the passing of this Act it shall be lawful for the said Sir *William Miller*, the Heir in possession of the said entailed Estates, and failing him the Heir of Entail of the same for the Time being, or the Tutor, Curator, or other legal Guardian of any such Heir if under the Age of Twenty-one Years, to apply by summary Petition to the Court of Session in *Scotland*, and, by and with the Direction and Approbation of the Court, to grant and execute a Disposition and Deed of Entail of so much of the Lands and others contained in the said Schedule (D.), freed and discharged of all the Conditions, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive contained in the said recited Deed of

Heir in possession may convey Part of the Lands in Schedule (D.) to Heirs under Barskimming Entail.

of Entail of Twenty-first *July* One thousand eight hundred and seventeen, and of all the Debts, Obligations, and Incumbrances which affect or may be made to affect the same, as shall be ascertained by the Court to be equal in Value to the Lands and Estates contained in the said Schedule (C.), taking into account in ascertaining such Value the Value of the growing Wood on the said respective Estates; which Disposition and Deed of Entail shall be conceived in favour of the said Sir *William Miller*, or of the Heir in possession for the Time being, and the other Heirs Substitute entitled to succeed to the same, in Terms of and under the Conditions, Provisions, and Limitations, and Clauses prohibitory, irritant, and resolutive, contained in the said recited Deed of Entail of the Lands of *Barskimming* and others, in so far as the same are existing and capable of taking effect; and such Deed of Entail shall be so framed as to bind the said Sir *William Miller*, or the Person executing the same, as well as the succeeding Heirs of Entail.

Heir in possession may convey Remainder of Lands in Schedule (D.) and Lands in Schedule (F.) to Heirs under Glenlee Entail.

II. And be it enacted, That it shall in like Manner be lawful for the said Sir *William Miller*, the Heir in possession of the said entailed Estates, and failing him the Heir of Entail in possession thereof for the Time being, or the Tutor, Curator, or legal Guardian of any such Heir if under the Age of Twenty-one, to apply by summary Petition to the Court, and, by and with the Direction and Approbation thereof, to make, grant, and execute a Disposition and Deed of Entail of the Lands and others contained in the said Schedule (F.), and also so much of the Lands contained in the said Schedule (D.) as shall not have been exchanged for the Lands contained in the said Schedule (C.), freed and discharged of all the Conditions, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive contained in the said recited Deeds of Entail of Second *November* One thousand seven hundred and eighty-seven, Fifth *September* One thousand seven hundred and ninety-two, and Twenty-first *July* One thousand eight hundred and seventeen respectively, and of all the Debts, Obligations, and Incumbrances which affect or may be made to affect the said several Lands, to and in favour of the said Sir *William Miller*, or the Heir in possession for the Time being, and the Heirs Substitute entitled to succeed to him, in Terms of and under the Conditions, Provisions, and Limitations, and Clauses prohibitory, irritant, and resolutive, contained in the said recited Deed of Entail of the Lands of *Glenlee* and others, in so far as the same are existing and capable of taking effect; and which Deed of Entail shall be so framed as to bind the said Sir *William Miller*, or the Person executing the same, as well as the succeeding Heirs of Entail.

For adjusting the Values of growing Wood.

III. Provided always, and be it enacted, That if the Value of the Wood growing upon the Lands liable to be evicted for Payment of the Debts, but which are to be exchanged and entailed in lieu of entailed Lands, to be vested in the Trustees in Fee Simple, to be sold for Payment of the said Debts, shall be of greater Value than the Wood growing upon the Lands to be vested in Fee Simple as herein-after provided, so that any Heir of Entail succeeding to such Lands to be so entailed might impair the Value thereof by cutting the Wood growing thereon, to the Injury of the future Heirs of Entail,

Entail, the Court shall, in fixing the Value of the respective Lands, take such Circumstance into consideration, and make Provision in the Adjustment of the Values for the Protection of the Interests of such future Heirs, by directing the Entail of a larger Portion of Land, or in such other Manner as the Court shall think just.

Entails to be recorded in Register of Tailzies.

IV. And be it enacted, That the said Two Dispositions and Deeds of Entail shall, when made and executed in manner and to the Effect aforesaid, be recorded in due Form in the Register of Tailzies, for the Benefit and Security of all interested therein, and Titles shall be made up and Infeftments thereon be recorded according to the Form and Practice of the Law of *Scotland*, upon all which the Court shall interpone its Authority, by declaring that the Directions by this Act given have been complied with according to the true Intent and Meaning thereof.

On Entails being recorded, Lands in Schedules (C.) and (E.) and Library vested in Trustees in Fee Simple.

V. And be it enacted, That from and immediately after the granting and executing the said Two Dispositions and Deeds of Entail hereby directed to be made, at the Sight and with the Approbation of the Court, and recording the same in the Register of Tailzies, and also recording Infeftment thereon in due and legal Form, and the Authority of the Court being interponed thereto, and after it shall have been proved to the Satisfaction of the Court by the said Sir *William Miller*, or the Heir of Entail in possession for the Time being, as aforesaid, that the Property, Heritable and Moveable, vested in trust by the said Sir *William Miller* deceased, by the said Trust Deed of One thousand eight hundred and seventeen, is inadequate to discharge the Debts, Obligations, Provisions, and Annuities left due by the said Sir *William Miller* deceased, as set forth in the said Schedule (A.), the said Lands and Estates comprised in the said Schedules (C.) and (E.), freed and absolutely acquitted, released, exonerated, and discharged of and from all the Conditions, Provisions, and Limitations, and Clauses prohibitory, irritant, and resolutive, contained in the said recited Deeds of Entail affecting the said Lands and others, and also the said Library or Collection of Books at *Barskimming*, freed and discharged of all the Conditions affecting the same contained in the said recited Trust Conveyance of Date the Thirtieth Day of *August* One thousand eight hundred and fifteen, shall be and the same are hereby vested in the said *Houston Stewart*, *Alexander Penrose Miller* Esquire, formerly a Captain in Her Majesty's Ninety-second Regiment, now residing in the City of *Edinburgh*, and *David Robertson Souter* Esquire, Accountant in *Edinburgh*, and the Survivors and Survivor of them, and their Successors, as Trustees for the Purposes of this Act, in Fee Simple and unconditionally, to the end that the said Lands and others and the said Library may be sold and disposed of, and the Proceeds of the same applied in the Manner and for the Purposes herein-after directed; and the said Sir *William Miller*, or the Heir of Entail in possession for the Time being, as aforesaid, shall and may grant any Deed or Deeds which may be necessary for so vesting the said Lands and others in the said Trustees, without incurring any Forfeiture or Irritancy, anything in the said Deeds of Entail of the said Lands and others in anywise to the contrary notwithstanding.

VI. And

Court of Session to take Account of Debts and Obligations, and fix the Amount.

VI. And be it enacted, That it shall be lawful for the Court and they are hereby required, upon a Petition to be presented to the Court by the said Sir *William Miller*, or the Heir in possession of the said entailed Estates for the Time being, or the Tutor, Curator, or other legal Guardian of such Heir if under the Age of Twenty-one Years, and after Notice given of such Petition to all concerned, in such Manner as the said Court shall direct, and hearing all Parties who may appear for their Interest, to inquire into and take an Account of the Debts owing by the said Sir *William Miller* deceased at the Time of his Death, and of the Provisions, Obligations, and Annuities left by him, and Interest due upon the said Debts and Provisions, and also of the foresaid Sum of Six thousand Pounds, for which the said Sir *William Miller*, the Heir in possession, has granted Bond to his Brothers as aforesaid, all as contained in the said Schedule (A.) hereunto annexed, and how much of the said Debts, Obligations, Provisions, and Annuities are remaining unsatisfied, and, by Interlocutors or Judgments, to fix the Amount of such Debts Obligations, Provisions, and Annuities, with the Interest due thereupon.

Lands to be sold to pay Debts remaining due after Proceeds of Trust Estate have been applied in extinction thereof.

VII. And be it enacted, That after the Proceeds of the whole of the Trust Estate of the said Sir *William Miller* deceased shall have, in the first instance, been realized, and applied, as far as the same will go, towards the Extinction of the Debts, Obligations, Provisions, and Annuities of the said Sir *William Miller* deceased, contained in the said Schedule (A.), and such Application shall have been proved to the Satisfaction of the Court, the said Trustees shall, at the Sight and with the Approbation of the Court, sell and dispose of the said Library and the said Lands and Estate contained in the said Schedules (C.) and (E.), and that either by public Sale or private Bargain, and in whole or in Lots, as shall be deemed most expedient; and the Court shall direct such Proof of the Rents and Value of the said Lands and Estates authorized to be sold, and of the Price at which the same ought to be so exposed for Sale, as they shall judge necessary, and shall direct such Notices of such Sales to be given as they shall think proper, the Lands which shall have been exchanged and held to be an Equivalent for the Lands contained in the Schedules (D.) and (F.), and of which only the Price shall be applied for the Purposes after mentioned, being sold for a specific Price and separately from the remaining Portions of the said Lands so authorized to be sold; and when any such Sales are completed, the Purchaser shall pay or consign the Price into one or other of the Banks in *Edinburgh* established by Act of Parliament or Royal Charter, to be placed to an Account to be raised in the Names of the said Trustees, and which Money shall, when so paid in, produce the highest Interest which can be obtained for the same, and which shall be annually accumulated and added to the Principal Sum, to carry Interest together until applied by Warrant of the Court for the Purposes of this Act; and in general the Court shall pronounce such Interlocutors and hold such Proceedings in the Matter as to the Court shall appear to be necessary for carrying this Act effectually and fully into execution.

VIII. And

Receipt of Bank to be a sufficient Discharge to Purchasers.

VIII. And be it enacted, That the Receipt of the Treasurer, Cashier, Manager, or other proper Officer of any of the said Banks, under their respective Hands, of and for the Payment into any of the said Banks of the Sum or Sums of Money herein-before directed to be paid or consigned, shall be a good and sufficient Discharge to such Purchaser of the said Library and Lands and Estates hereby directed to be sold as aforesaid, or any Part or Parts thereof, and to his Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money for which the said Receipt shall be given, and thenceforth such Purchaser, and his Heirs, Executors, Administrators, and Assigns, shall be and are hereby absolutely acquitted, exonerated, and discharged of and from the same, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part of the same.

Purchaser, on Payment or Consignation, and obtaining Decree of Sale, to have good Title.

IX. And be it enacted, That any Purchaser under the Authority of this Act, and his Heirs and Assignees, shall, by the Decrees of Sale, and upon full Payment of the Price for which he shall purchase, to such Person or Persons as he shall by the Articles and Conditions of Sale or by the Order of the Court be taken bound to pay such Price, or upon Consignation thereof as aforesaid, have good and undoubted Right to the Lands and others so purchased, freed and for ever discharged from all the Debts, Deeds, and Obligations of the said Sir *William Miller* deceased, and of the said Sir *William Miller*, the Heir in possession, and their Predecessors, and of every other Incumbrance, Defect of Title, or Ground of Eviction whatever, in as full and ample Manner and Form as any Purchaser of Lands at a judicial Sale by the Court of Session may or can have by the Law and Practice of *Scotland;* and it shall be lawful for the said Sir *William Miller*, the Heir in possession, or any other Heir in possession of or vested in the said Lands and Estates hereby authorized to be sold, for the Time being, and he or such Heir is hereby required, to execute and deliver, under the Authority of the said Court, all necessary Dispositions and Conveyances, with all usual and necessary Clauses, of such Lands and Estates, or Parts thereof, which shall be sold, in favour of the Purchaser, his Heirs or Assignees, without incurring any Forfeiture or Irritancy, anything in the said recited Deeds of Entail of the Lands and Estate of *Glenlee*, *Barskimming*, *Fowlermains*, or *Lochills* in anywise to the contrary notwithstanding.

Claims of Creditors and Children to be paid out of Purchase Money.

X. And be it enacted, That after such Sale is accomplished, and the Purchase Money paid or consigned as aforesaid, and after providing for Payment, in the first place, of the necessary Expenses of procuring and passing this Act, and of the Proceedings to be had in the Execution thereof, the Court shall issue their Warrants or Decrees for Payment of the Sums remaining due to the Creditors and Children and Legatees or Annuitants of the said Sir *William Miller* deceased, and of the Creditors of the said Sir *William Miller*, the Heir in possession, (under the foresaid Bond granted by him to his Brothers,) all as contained and set forth in the said Schedule (A.), and whereof the Amount shall have been fixed as aforesaid, out of the Monies arising from

from the Sale of the said Library, and of the said Lands and Estates contained in the said Schedules (C.) and (E.), in so far as such Lands may be held to be an Equivalent for the Lands contained in the said Schedules (D.) and (F.), it being declared that the whole Debts, Obligations, Provisions, and Annuities of the said Sir *William Miller* deceased shall be preferable Claims upon and be satisfied and paid out of the said Monies before Payment be made of the foresaid Sum of Six thousand Pounds contained in the said Bond by the said Sir *William Miller*, the Heir in possession; and upon Payment such Creditors and Children, Legatees and Annuitants, or the Tutors or Curators or other legal Guardians of any of them who may be under Age, shall be obliged to execute a valid and complete Discharge of their respective Debts or Claims, and such Discharges shall be registered in the Books of Council and Session.

Surplus of the Price to be invested in the Purchase of Lands, to be entailed.

XI. And be it enacted, That in case a Surplus shall remain of the Price of the Lands so to be sold under the Authority of this Act, and Interest thereof, after defraying out of the Price of those Portions thereof which may be held to be an Equivalent for the said Lands of *Fowlermains*, *Lochills*, and others, contained in the said Schedules (D.) and (F.), the Expenses of passing this Act, and the whole Expenses which may be incurred in carrying the same into execution, and after Payment of all the Debts, Obligations, Provisions, and Annuities of the said Sir *William Miller* deceased, and of the foresaid Sum of Six thousand Pounds contained in the said Bond by the said Sir *William Miller*, the Heir in possession, all to be ascertained in manner herein-before directed, it shall be lawful for the Court and they are hereby required to direct and order that such Surplus shall be laid out and employed in manner following; (that is to say,) in so far as such Surplus shall arise out of the Price of those Parts of the said Lands which may be held to be an Equivalent for and shall have been sold in place of the said Lands contained in the Schedules (D.) and (F.), the same shall be laid out and employed in the Purchase of other Lands, which shall be limited and settled, under the Directions of the Court, to the same Uses and Purposes, and under the like prohibitory, irritant, and resolutive Clauses, as and under which the said Lands and Estate of *Fowlermains* now stand limited and settled by the said recited Deed of Entail thereof (the said Lands of *Fowlermains* and the said Lands of *Lochills* being now destined to the same Series of Heirs); and the Remainder of such Surplus shall be laid out and employed in the Purchase of other Lands, which shall be limited and settled, under the Directions of the Court, to the same Uses and Purposes, and under the like prohibitory, irritant, and resolutive Clauses, as the Lands and Estate of *Glenlee* by the said recited Deed of Entail of that Estate now stand limited and settled, and in the meantime and until the Money shall be so applied to order and direct that the same shall remain in one or other of the said Banks, subject to the Direction of the Court, in the Names of the said Trustees, who shall annually receive the highest Interest which can be got for the same; and the Interest arising from the Money so paid in shall be paid to the Heir of Entail for the Time being who would be entitled to the Rents of such Lands if the same were so purchased and entailed.

New Trustees may be appointed, on Failure of Trustees herein named.

XII. And be it enacted, That if the said *Houston Stewart*, *Alexander Penrose Miller*, and *David Robertson Souter*, or any of them, shall die, or be desirous of being discharged from or become incapable to act in the discharge of the Trusts, Powers, and Authorities hereby vested in them, at any Time before the said several Trusts, Powers, and Authorities shall have been fully performed and carried into effect, then and in any of these Events, and when and as often as the same shall happen, it shall be lawful to the Court and they are hereby authorized and empowered, upon the Application of the said Sir *William Miller*, or of the Heir of Entail in possession under the said recited Deeds for the Time, to appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes of this Act in the Place and Stead of the said *Houston Stewart*, *Alexander Penrose Miller*, and *David Robertson Souter*, or such of them as shall so die, or be desirous to be discharged from or become incapable to act in the Execution of the said Trusts, Powers, and Authorities, and so from Time to Time to appoint new Trustees as often as there shall be Occasion, and whensoever any new Trustee or Trustees shall be so appointed as aforesaid to order and decree that all the Money paid into Bank as aforesaid in the Names of the said *Houston Stewart*, *Alexander Penrose Miller*, and *David Robertson Souter* shall for the Purposes of this Act stand and be at the Credit of the surviving Trustee or Trustees together with such new Trustee or Trustees, or wholly in such new Trustee or Trustees, as the Case may require, and in the Survivors or Survivor of them, and the Heirs of such Survivor, upon the same Trusts, and to and for the same Uses, Intents, and Purposes, and with and under and subject to all the Powers and Authorities by this Act given and declared, or such of them as may be existing at the Time and capable of taking effect; and all the Accounts and Intromissions of such Trustee or Trustees so dying, or being desirous of being discharged, or becoming incapable to act, shall without Delay be settled, under the Directions of the Court, with them or their Representatives.

Quorum of Trustees.

XIII. And be it enacted, That the Majority of the said Trustees herein named, or of such other or others as may be appointed a Trustee or Trustees with them or any of them, or in their Room and Stead, shall be a legal and sufficient Quorum for carrying into effect all the Purposes of this Act.

Liability of Trustees.

XIV. And be it enacted, That the said Trustees herein named, and the Trustee or Trustees who may be appointed by the Court as aforesaid, and the Survivors or Survivor of them, their Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for any more Money than they shall actually respectively receive by virtue of this Act, nor for any Loss of such Money or any Part thereof, so as that the same happen without their wilful Neglect or Default respectively, nor any of them for the other or others, but each of them for his own actual Intromissions, Neglects, or Defaults only, and that they and each of them shall, by and out of the Money coming into their Hands, or consigned in Bank in their Names, in virtue of this Act, be entitled, in the first place, to satisfy and pay the just and lawful Expenses incurred in procuring and

and passing this Act, and in executing the Purposes thereof or incident thereto, and to reimburse himself and themselves of all Costs, Charges, and Expenses which they or any or either of them shall severally or respectively incur, pay, or be put unto in any manner of way in or about the Exercise or Performance of the Trusts hereby in them reposed, or on account of any Act, Transaction, Matter, or Thing relating thereto in any manner of way.

Trustees to be discharged.

XV. And be it enacted, That as soon as the said Trustees herein named, or who may be appointed as aforesaid, shall in virture of the Powers of this Act have applied in manner before directed the Price of the Lands to be sold as aforesaid, and shall have entailed, at the Sight and with the Approbation of the Court, any Lands which may be purchased with the Surplus of such Price, and caused the Deed or Deeds of Entail thereof to be recorded as herein-before directed, it shall be competent for the said Trustees respectively to apply by summary Petition to the Court for a Discharge and Exoneration of their Transactions and Management respectively under the Authority of this Act; and the Court are hereby empowered and required, after such Investigation of such Transactions and Management, and of the Intromissions of the said Trustees respectively, as they shall deem requisite, to exonerate and discharge the said Trustees respectively, and to declare them to be freed and discharged of such Transactions, Management, and Intromissions, and of all the Consequences thereof, and of all Action and Demand for and in respect of the same for ever.

Interpretation of Words.

XVI. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) the Words "Court of Session" or the Word "Court" shall mean the Court of Session in *Scotland*, sitting in either of the Divisions thereof; Words importing the Singular Number shall include the Plural Number; Words importing the Plural Number shall include the Singular Number; and Words importing the Masculine Gender shall include Females.

General of saving Rights.

XVII. Saving and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, (excepting the said Sir *William Miller*, and the Heirs of Entail entitled to succeed to and take the said Lands and Estates of *Glenlee*, *Fowlermains*, *Lochills*, and others, under the respective herein-before recited Deeds of Entail of the same,) all such Right, Title, Interest, Claim, or Demand of, in, to, or out of all or any Part of the said Estates, or the Money to accrue by Sale thereof, as they or any of them had, have, or might or could have in case this Act had not been passed.

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

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

SCHE-

SCHEDULES to which this Act refers.

SCHEDULE (A.)

Showing the Debts contracted and the Obligations granted under Bonds of Provision and Deeds of Settlement executed by the late Sir William Miller of Glenlee, Baronet.

I. *Debts.*

Names of Creditors.		Interest from	Principal Sums.
			£ s. d.
Sir George Warrender, Baronet, of Lochend.	Bond dated 14 Nov. 1820. by Thomas Miller younger of Glenlee, and relative Bond of Corroboration, dated 28 May, 1828, by Sir William Miller.	11 Nov. 1845	900 0 0
Miss Marian Hope Mackenzie.	Bond dated 26 January 1836, by Sir William Miller to the Trustees of the deceased Henry Mackenzie, Esq., assigned to Miss Marian Hope Mackenzie.	11 Nov. 1845	1,000 0 0
John Miller, Esq. - -	Bond dated 5 November 1839, by Sir William Miller to the deceased William Macdonald, Esq., of St. Martin's, assigned to the said John Miller.	11 Nov. 1845	1,000 0 0
John Miller, Esq.	Bond dated 20 December 1839, by Sir William Miller to Mr. John Logan, Writer to the Signet, for Behoof of Mr. William Alexander, assigned to the said John Miller.	11 Nov. 1845	500 0 0
The Trustees of the late Mrs. Richie.	Bond dated 1 June 1838, by Sir William Miller.	11 Nov. 1845	1,000 0 0
Amount of Debts upon open Account, including Funeral Expenses, Mournings, and Wages to Servants, &c. - - - - - -			2,140 6 1
Add, contingent Claim against Sir William Miller, as Trustee of the late Thomas Cuming, Esquire, in a Cause now in dependence before the Court of Session - - - - - - - -			2,500 0 0
		Amount of Debts -	9,040 6 1
Annuity contracted by Sir William Miller to Mrs. Edwina Miller, Relict of Thomas Miller, Esq., Advocate, (who was his eldest Son,) under her Contract of Marriage dated 25th and 29th November 1814, and payable half-yearly at Whitsunday and Martinmas - - £600 0 0			

II. *Sums due under Bonds of Provision and Deeds of Settlement.*

Names of Creditors.		Bearing Interest from	Principal Sums.		
			£	s.	d.
Mrs. Grizel Miller or Macdonald, Relict of William Macdonald, Esq. of St. Martin's.	Bond of Provision, dated 10 July 1826.	15 May 1846	500	0	0
Mrs. Martha Miller or Stewart, Spouse of Houston Stewart, Esq.	Ditto - - -	Ditto	500	0	0
John Miller, Esq., and Houston Stewart, Esq., as surviving Trustees for Behoof of Mr. George Miller.	Trust Deed, dated 10 July 1826, &c.	11 Nov. 1845	5,000	0	0
Miss Margaret Miller -	Deed of Provision, dated 9 July 1837.	9 May 1846	300	0	0
The said Miss Margaret Miller.	Ditto and Bond of Provision, dated 10 July 1826, &c.	11 Nov. 1845	3,000	0	0
The said Miss Margaret Miller in Life-rent, and to her and Mrs. Grizel Miller or Macdonald and Mrs. Martha Miller or Stewart in Fee.	Bond of Provision, dated 10 July 1826, &c., and Deed of Provision and Instructions, dated 19 June 1840.	11 Nov. 1845	7,000	0	0
Bequest in favour of Day Labourers and Servants in Sir William Miller's Employment at the Time of his Death.	Deed of Provision, dated 9 July 1837.	9 May 1846	300	0	0
Ditto to Minister and Kirk Session of Stair, for Behoof of the Poor of the Parish.	Ditto - - -	9 May 1846	20	0	0
		Sum -	16,620	0	0

Life-rent Annuities commencing at Whitsunday 1846.

		£	s.	d.
Miss Margaret Miller -	Bond of Provision, dated 10 July 1826, &c. -	300	0	0
Thomas Wilson - -	Deed of Provision, dated 9 July 1837 - - And to his Wife, if she shall survive him, an Annuity of £10.	20	0	0
Mrs. Crichton - - -	Codicil, dated 3 April 1842 - - -	20	0	0
Alexander Stewart - -	Deed of Provision, &c., dated 9 July 1837 -	5	0	0
	Sum -	345	0	0

ABSTRACT.

	£	s.	d.
Debts and Family Provisions.			
1. Debts (including contingent Claim of £2,500) - - -	9,040	6	1
2. Sums due under Bonds of Provision and Deeds of Settlement -	16,620	0	0
Sum -	25,660	6	1
Annuities.			
1. Annuity contracted to Mrs. Edwina Miller by her Contract of Marriage - - - - - -	600	0	0
2. Annuities under Bonds of Provision and Deeds of Settlement - - - - - - -	345	0	0
Amount of Annuities -	945	0	0
Sum provided by the Contract of Marriage of Thomas Miller, Esquire, to his younger Children, dated 25th and 29th November 1814, and for which Sir William Miller has now granted Bond to Alexander Penrose Miller, George Miller, and Thomas Miller, his Three Brothers, dated 31st March 1848 - - - - - - -	6,000	0	0
Sum to be provided for, exclusive of Annuities	31,660	6	1

D. Robertson Souter.
John Logan.

SCHEDULE (B.)

Showing the Amount of the Trust and Executry Funds left by the late Sir William Miller, Baronet.

	£	s.	d.
1. Amount of Funds realized - - - - - -	3,731	5	2
2. Value of Estate and Funds remaining unsold, or not yet realized -	2,625	7	1
Total Trust and Executry Funds, subject to Payment of the Expenses of Administrations and Sale, &c. - - - -	6,356	12	3
Add — Appraised Value of Library at Barskimming - - -	724	8	0
Total -	7,081	0	3

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John Logan.

ABSTRACT of SCHEDULES (A.) and (B.)	£	s.	d.
Total Amount of Debts and Provisions to be provided for, as before, exclusive of Annuities - - - - - -	31,660	6	1
Annuities - - - - - - - £945			
Amount of Trust and Executry Funds (exclusive of Library) - -	6,356	12	3
Deficiency -	25,303	13	10
Deduct Value of Library - - - - - -	724	8	0
Sum to be provided for out of the Landed Estates - - -	24,579	5	10

Besides Annuities of £945.

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SCHEDULE (C.)

Being a Rental of certain Portions of the Lands contained in the Entail of Barskimming executed by Sir Thomas Miller in 1787, but which are intermixed with and form locally a Part of the Estate of Glenlee.

Possessions.	Tenants.	Rents.		
		£	s.	d.
Craigenbay and Craigend -	Dugald Ferguson - - - -	80	0	0
Shiel, Park, Meikle-Isle, and Airies.	John and James Cannan - - -	240	0	0
Glenlee House and Lawn, &c. -	John Cuninghame, Esq. - - -	20	0	0
	Total -	340	0	0

D. Robertson Souter.
John Logan.

SCHEDULE (D.)

Being a Rental of the Lands of Lochills and others, contained in Entail by Sir William Miller, 1817.

Possessions.	Tenants.				Rents.		
		£	s.	d.	£	s.	d.
Quilkieston - - - - -	Robert Paterson - -	135	0	0			
	7 Hens, @ 1s. - -	0	7	0			
	10 Chickens, @ 6d. -	0	5	0			
					135	12	0
Chalmerston - - - -	John Miller - - - - -				136	0	0
Lochill - - - - -	John Sellars - - - - -				230	0	0
Little Spearston - - -	John Barbour - -	8	0	0			
	2 Hens, @ 1s. - -	0	2	0			
	4 Chickens, @ 6d. -	0	2	0			
					8	4	0
Part of Lochill, let along with Muirston and Bogside.	John Murdoch - - - -				44	10	0
Bilboa, let with Mosshead -	John Crichton - - - -				42	17	8
Haugh-holm - - - -	Mrs. Ingram - -	12	0	0			
	2 Hens, @ 1s. - -	0	2	0			
	4 Chickens, @ 6d. -	0	2	0			
					12	4	0
	Total Rental of Lochills - - -				609	7	8

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John Logan.

SCHEDULE (E.)

Being a Rental of the Estate of Glenlee and Lands of Raith and others, contained in the Entails of 1753 and 1792.

Possessions.	Tenants.	Rents. £	s.	d.
	Lands in the Stewartry of Kirkcudbright.			
Glenlee and Burnton - -	James Hislop - - - -	200	0	0
Craigshinnie - - -	Dugald Ferguson - - - -	100	0	0
Bush, Darnaw, and Forests -	Robert and John M'Turk - -	350	0	0
Fintilloch - - - -	John Andrew - - - -	150	0	0
Clattershaws and Mill of Glenlee	John Andrew - - - -	70	0	0
		870	0	0
	Lands in the County of Ayr.			
Raith and Raith Mill - -	James Muir - - - - - -	55	0	0
	Total Rental of Glenlee and Raith -	925	0	0

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John Logan.

SCHEDULE (F.)

Being a Rental of the Lands of Fowlermains and others, contained in Supplementary Entail by Sir William Miller, 1792.

Possessions.	Tenants.	£	s.	d.	Rents. £	s.	d.
Fowler and Smilegills - -	John Mitchell - -	205	0	0			
	12 Hens, @ 1*s.* -	0	12	0			
	24 Chickens, @ 6*d.* -	0	12	0			
	6 Carts of Coals, @ 3*s*, 10*d.*	1	3	0	207	7	0
Garfield - - - - -	James Sellars - - -	110	0	0			
	8 Hens, @ 1*s.* - -	0	8	0			
	12 Chickens, @ 6*d.* -	0	6	0	110	14	0
Briggland and Newton - -	Hugh Wyllie - -	71	0	0			
	8 Hens, @ 1*s* - -	0	8	0			
	2 Chickens, @ 6*d.* -	0	1	0	71	9	0
Gorbals - - - - -	James Marr - - -	35	0	0			
	4 Hens, @ 1*s.* - -	0	4	0			
	8 Chickens, @ 6*d.* -	0	4	0	35	8	0
Hillhead - - - - -	James Mair - - -	105	0	0			
	8 Hens, @ 1*s.* - -	0	8	0			
	12 Chickens, @ 6*d.* -	0	6	0	105	14	0
Auchmillan Quarry Park - -	Mathew Stevenson - - - -				8	0	0
Grass Yards Parks - - -	James Wilson - - - -				6	0	0
	Total Rental of Fowlermains				544	12	0

D. Robertson Souter.
John Logan.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.