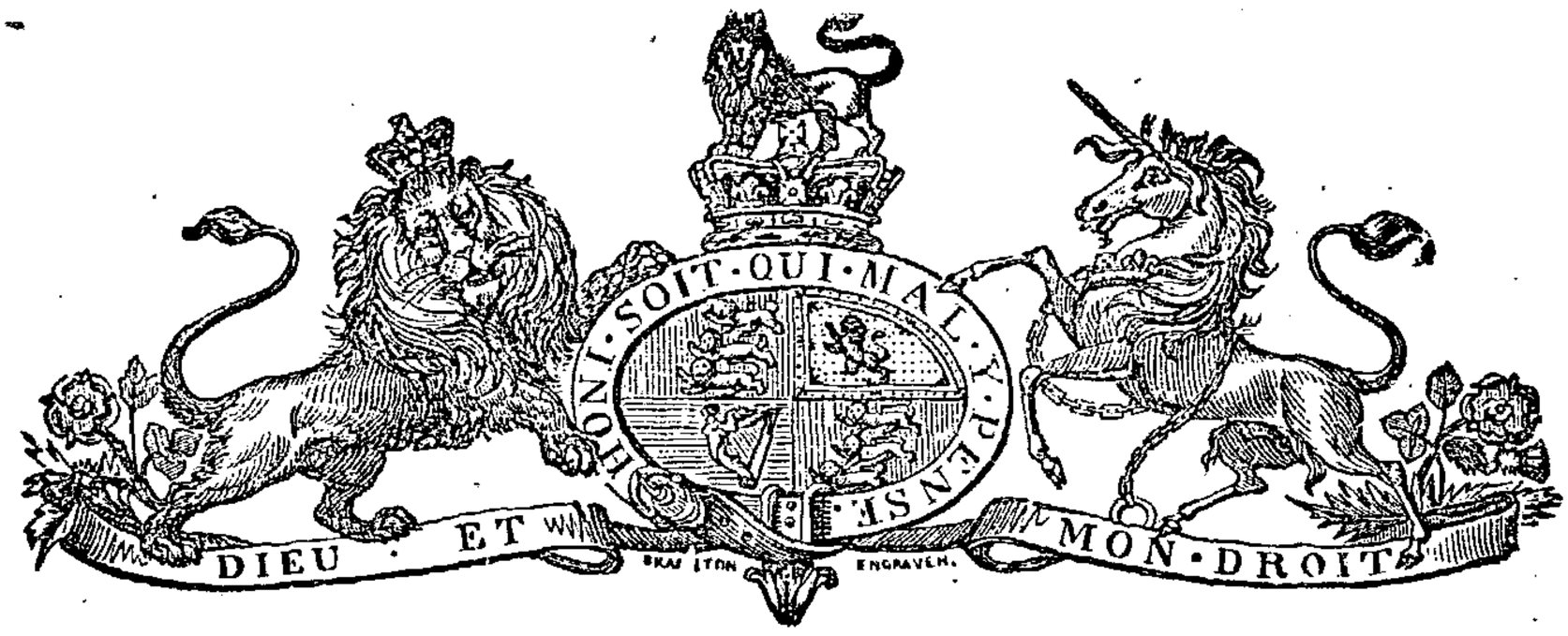


ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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disponed to himself and the Heirs Male to be procreated of his then Marriage with Mrs. *Sarah Hunter* or *Robertson* his Wife, whom failing, to the Heirs Male to be procreated of his Body in any subsequent Marriage, whom failing, to his Daughter Mrs. *Margaret Robertson* or *Haggerston*, since deceased, Wife of *Thomas Haggerston*, then junior, of *Ellingham*, afterwards Sir *Thomas Haggerston* Baronet, now deceased, and the Heirs of her Body, whom failing, to any other Daughter or Daughters to be procreated of his the Entailer's then Marriage, and the Heirs of each of their Bodies respectively, whom failing, to the Heirs Female to be procreated of his the Entailer's Body in any subsequent Marriage, and the Heirs of their Bodies respectively, whom failing, to *James Haig* Esquire, of *Bemersyde*, his the Entailer's Cousin, and the Heirs lawfully begotten of his Body, whom failing, to *Isaac Haig* Esquire, of *Saint Helens*, his the Entailer's Cousin, and the Heirs lawfully begotten of his Body, whom failing, to *Elizabeth Philp*, Relict of *John Sivwright* of *South-house*, and the Heirs of her Body, whom failing, to *Isabel Philp*, Relict of Captain *John Wood*, late of *Edinburgh*, and the Heirs of her Body, whom failing, to *Sophia Currie*, Relict of *William Hope Weir* of *Craigiehall*, and the Heirs of her Body, whom all failing, to his the Entailer's own nearest Heirs and Assignees whatsoever, declaring that throughout the whole Course of the Succession above laid down, in all Cases of Heirs Female having Right to succeed in virtue thereof, the eldest Heir Female should always succeed without Division, and exclude Heirs Portioners, but excluding always from the Succession of the Lands, Baronies, and others therein disponed all Roman Catholics, or Persons not professing the Protestant Religion, except as therein excepted, all and whole the Lands and Barony of *Ladykirk*, comprehending the Towns of *Upsetlington* and *Shiels*, the Lands of *Ladykirk* and *Newtown* of *Ladykirk*, with the Mains of *Ladykirk*, and the Fisheries belonging thereto upon the River *Tweed*, with the Manor Places, Buildings, and Gardens appertaining thereto, together with the Teinds of the said Lands, all lying within the Parish of *Ladykirk* and Sheriffdom of *Berwick*, for the Principal, and the Lands of *Hirsel* in the Parish of *Coldstream* and Sheriffdom aforesaid as Warrandice; as also all and whole the Infield Lands of *Horndean*, bounded on the West by the Lands of *Thomas Ancrum*, on the North by the Property of *Joseph Hume* of *Ninewells* and of the said *Thomas Ancrum*, on the South by the Lands and Barony of *Ladykirk*, and on the East by the Lands formerly the Property, first of *Anthony Forster*, afterwards of *George Robertson*, Writer in *Leith*, and then of *Robert Strachan*, Writer to the Signet, with the Teinds, Parsonage and Vicarage, of the said Infield Lands of *Horndean*, all lying in the said Parish of *Ladykirk* and Sheriffdom aforesaid, as also all and whole the Lands of *Ramrig Greenside*, *Ramrig* or *Ramagemount*, with the Fisheries on the River *Tweed* belonging thereto, all as acquired by the said Entailer from the Earl of *Wemyss*, or the Person taking upon him that Title, with the Teinds, Parsonage and Vicarage, thereof, lying in the said Parish of *Ladykirk* and Sheriffdom aforesaid, as also all and whole the Lands and Barony of *Harcarse*, consisting of *Harcarse Bogend*, *Wester Printonnan*, and the Mill of *Fogo* called *Cairnsmill*, with the Teinds thereof, all lying in the Parishes of *Fogo* and *Eccles*, and Sheriffdom aforesaid, and all and whole the Lands of *Belletaw*, with the Manor Place, Houses, Biggings, Parts, Pendicles,

Pendicles, and Pertinents of the same whatsoever, and all and whole the Lands of *Middlethird*, with the Houses, Biggings, Yards, Muirs, Marshes, Meadows, Parks, and hail Pertinents of the same whatsoever, together with the Multures of the Lands of *Belletaw* and *Middlethird*, with the Teinds, Parsonage and Vicarage, and hail Pertinents, all lying in the Parish of *Gordon* and Sheriffdom aforesaid, and all and whole the Lands of *Fawside*, and Mill thereof called *Maxmill*, with Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, and Teinds, Parsonage and Vicarage, of the same, lying within the Parish of *Gordon* and Shire of *Berwick*, and all and whole the Lands of *Hillhousefield*, with the Manor Place, Houses, Biggings, Parts, Pendicles, and Pertinents thereof, with the Teinds, Parsonage and Vicarage, of the same, and the Feu Duties and other Duties payable for or on account of the said Lands or any Part of them, as the said Lands are described in the several Rights and Conveyances thereof, particularly in the Decreets of Adjudication at the Instance of the Creditors of the deceased *James Law* of *Hillhousefield*, and Conveyances of these Adjudications in favour of the deceased *William Robertson* Esquire, of *Ladykirk*, his the said Entailer's Grandfather, with the said Adjudications themselves, all lying within the Parishes of *Saint Cuthberts* and *North Leith* and Shire of *Edinburgh*, excepting always the Feu Rights or Infeftments of Property of the said Lands of *Hillhousefield* granted by him the said Entailer, and his Predecessors and Authors, to the different Feuars and Vassals thereof, as the said whole Lands, Baronies, and others might be otherways or more fully described in the Rights and Infeftments thereof, with all Right, Title, and Interest whatsoever which he the said Entailer, his Predecessors and Authors, had or might anyways claim or pretend to the Lands, Baronies and others thereby disponed, or any Part thereof, but always with and under the Conditions, Provisions, Restrictions, Exceptions, Irritancies, Declarations, and Reservations therein contained, usual in Settlements of strict Entail according to the Law of *Scotland*, and, *inter alia*, with and under these Provisions and Declarations, *videlicet*, that throughout the whole Course of the Succession therein laid down the eldest Heir Female, when and as often as the Succession should open to Heirs Female, should always succeed without Division, and exclude Heirs Portioners, as therein-before provided, and that the said Deed of Entail was granted with and under the Burden of a free Liferent Annuity of One thousand Pounds Sterling to his the Entailer's said Wife Mrs. *Sarah Hunter* or *Robertson*, in case she should survive him and be in Life at the Time when the Succession to the said Lands, Baronies, and others should open up to the said Heirs of Entail, which Annuity he thereby appointed to be paid by the Heir of Entail in possession for the Time at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Term's Payment thereof at the first of the said Terms which should happen after the Succession to the said Lands, Baronies, and others should have opened to the said Heir of Entail, and so thereafter half-yearly and termly during the said Mrs. *Sarah Hunter* or *Robertson*'s Lifetime, in case she should survive him the said Entailer, with a Fifth Part more of each Term's Payment of liquidate Penalty in case of not-punctual Payment, and the due and legal Interest of each Term's Annuity from the Term at which

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the same should become due during the Not-payment thereof, and also that in the event of the said Mrs. *Sarah Hunter* or *Robertson* surviving him the said Entailer she should be entitled, so long as she should remain his Widow, to use and possess the House and Wings of *Ladykirk House*, with the Lawn, Pleasure Grounds, and Garden belonging thereto, together with the Use of the Approaches and Gates and the Walks around the Lawn and Bank South of the House, but in case his said Wife should marry again then he declared that her Right to possess the said House, Wings, Lawn, Pleasure Grounds, and Garden, and to use the Approaches and Gates and Walks, should *ipso facto* cease and be at an end; and it was by the said Deed of Entail further provided and declared, that it should not be lawful to nor in the Power of the first Heir of Entail succeeding to him the Entailer in the said Lands, Baronies, and others, nor of the next Heir subsequent to him or her, to plough, or take any Hay Crops oftener than once in each Thirty Years from the following Fields upon the said Barony of *Ladykirk* and Lands of *Horndean*, *videlicet*, the Lawn, the Cow Park of *Upsetlington*, *Easter Hill* of *Upsetlington*, *Wester Hill* of *Upsetlington*, *Weatherheads Wester Park*, the Park lying immediately North of the Farm Offices of *Ladykirk House*, and the Three Parks at *Horndean* commonly called *Horndean Easter Hill*, *Wellfield*, and *Landellsfield*, and that it should not be lawful to nor in the Power of the said Heirs of Entail or either of them to let all or any Part of the said Parks in Lease for One or more Years, except for the Pasturage thereof, and in case the said Heirs of Entail or either of them should act contrary to the above-written Prohibitions, either by ploughing, or taking any Hay Crop or Crops oftener than Once in each Thirty Years from all or any Part of the said Fields or Parks, or by letting all or any Part of them in Lease for One or more Years, except for the Pasturage thereof, he or she should forfeit his or her Right of Succession to the said Lands, Baronies, and others, and the same should fall to and devolve upon the Heir of Entail next in the Order of Succession, though descended of his or her Body: And whereas the said *William Robertson*, the Granter of the said Deed of Entail, died on the Seventeenth Day of *October* in the Year One thousand eight hundred and thirty, his Daughter and only Child the said *Margaret Haggerston* having predeceased him, leaving Issue of the Marriage betwixt her and the said Sir *Thomas Haggerston* Baronet Five Daughters, *videlicet*, *Marianne Sarah* (sometimes called and subscribing as *Mary Sarah*), *Margaret Frances*, *Winifred Mary*, *Emma*, and *Charlot Louisa*, all then under the Age of Twenty-one Years, and upon the Death of her Grandfather the Entailer the said *Marianne Sarah* became the Heiress of Entail entitled to take under the said recited Deed of Entail, and was served Heiress of Tailzie and Provision to the said *William Robertson*, conform to Retour of her General Service dated the Fourteenth Day of *November* in the Year One thousand eight hundred and thirty-four, and the said *Marianne Sarah Robertson* was thereafter infeft and seised in the said several entailed Lands, Baronies, and Estates, with and under the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, Exceptions, and Reservations contained in the said recited Deed of Entail, conform to Instrument of Sasine dated

Retour of Service, dated 14th Nov. 1834.

Infeftment, 23d and 24th Jan., registered 6th March 1835.

dated the Twenty-third and Twenty-fourth Days of *January* and registered in the General Register of Sasines at *Edinburgh* the Sixth Day of *March*, all in the Year One thousand eight hundred and thirty-five: And whereas the said *Marianne Sarah*, the Heiress under the said Entail, having intermarried with *David Marjoribanks* Esquire, of *Dulwich* in the County of *Surrey*, Fourth and now sole surviving Son of the deceased Sir *John Marjoribanks* of *Lees* in the County of *Berwick*, Baronet, the said Parties, on the Twenty-sixth Day of *September* in the Year One thousand eight hundred and thirty-four, obtained the Royal Licence and Authority to use, bear, and constantly retain in all Time thereafter the Surname of *Robertson*, and the Arms and Designation of *Robertson* of *Ladykirk*: And whereas upon the Occasion of the said Marriage a Contract of Marriage in the *Scotch* Form, and dated the Ninth Day of *September* in the Year One thousand eight hundred and thirty-four, was entered into between the said *David Marjoribanks*, now *Robertson*, and the said *Marianne Sarah Robertson*, with the special Advice and Consent of the said Sir *Thomas Haggerston* her Father, whereby she, *inter alia*, bound and obliged herself, and the Heirs of Entail succeeding to her in the aforesaid entailed Lands and Estate, and her other Heirs and Successors whomsoever, to content and pay to the Child or Children, other than the Heir to be procreated of the then intended Marriage, and who should not succeed to the said entailed Estate, out of the Rent and Proceeds of the said Lands and Estate therein and herein-before described, the Provisions following; *videlicet*, for One Child, other than the Child to succeed to said entailed Lands and Estate, the Sum of Seven thousand Pounds, or such other Sum as should amount to and not exceed One Year's free Rent or Value of the said Estate, as the same should be ascertained at the first Term of *Whitsunday* or *Martinmas* after the Death of her the said *Marianne Sarah Robertson*, for the Year preceding; for Two Children, other than the Heir, the Sum of Fourteen thousand Pounds, or such other Sum as should amount to and not exceed Two Years free Rent of the said Lands and Estate, as the same should be ascertained at the first Term of *Whitsunday* or *Martinmas* after the Death of her the said *Marianne Sarah Robertson*; and for Three or more Children, other than the Heir, the Sum of Twenty-one thousand Pounds, or such other Sum as should amount to and not exceed Three Years free Rent or Value of the said Lands and Estate, as the same should be ascertained at the first Term of *Whitsunday* or *Martinmas* after the Death of her the said *Marianne Sarah Robertson*, and that for the Year preceding; declaring that in computing the said Provisions the Rental should in no Case exceed the free yearly Rents or free yearly Value of the whole of the said entailed Lands and Estates, after deducting the public Burdens, Liferent Provisions, including those to Wives or Husbands, authorized to be granted by the Act of Parliament passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act to authorize the Proprietors of entailed Estates in* Scotland *to grant Provisions to the Wives or Husbands and Children of such Proprietors*, the yearly Interest of Debts and Provisions, and the yearly Amount of other Burdens, of what Nature soever, affecting or burdening the said Lands and Estates, or the yearly Rents or Proceeds thereof, and diminishing the

Marriage Settlement of Mr. and Mrs. Robertson, dated 9th Sept. 1834.

5 G. 4. c. 87.

the clear yearly Rent or yearly Value thereof as aforesaid to the Heir of Entail in possession, and which Provisions were declared to be payable on the Decease of her the said *Marianne Sarah Robertson*, with Interest on the said Provisions from that Time until paid; declaring that it should be in the Power of her the said *Marianne Sarah Robertson* and her then intended Husband, during the Subsistence of the Marriage, in the event of there being more Children than One to whom the said Provisions should become payable, by any joint Writing under their Hands to apportion the Payment of the foresaid Provisions in such Shares as they should deem fit, and failing such joint Apportionment, with Power to the Survivor to grant the same, and failing all such Apportionments, then equally amongst the said Children, Share and Share alike; and farther, she the said *Marianne Sarah Robertson* bound and obliged herself, and the Heirs of Entail succeeding to her, as aforesaid, to content and pay to the said *David Marjoribanks* during all the Days of his Life, in case he should survive her, a free yearly Annuity of Seven hundred Pounds Sterling, in Terms of the foresaid Deed of Entail, which Annuity in favour of the said *David Marjoribanks* was declared to be payable at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Term's Payment of the said Annuity at the first of these Terms which should happen after the Death of her the said *Marianne Sarah Robertson*, and so forth half-yearly, termly, and proportionally thereafter; and for the said *David Marjoribanks* his further Security and more sure Payment of the said Annuity of Seven hundred Pounds Sterling, she the said *Marianne Sarah Robertson* bound and obliged herself, and the Heirs of Entail succeeding to her, as aforesaid, to infeft and seise the said *David Marjoribanks* in the said free Liferent Annuity of Seven hundred Pounds Sterling, payable as aforesaid, to be uplifted and taken, the said Annuity, furth of all and whole the Lands and others hereinbefore recited, in manner mentioned in the said Contract of Marriage, upon which Contract of Marriage the said *David Marjoribanks*, now *Robertson*, was infeft conform to Instrument of Sasine in his Favour dated the Twenty-third and twenty-fourth Days of *January* and recorded in the General Register of Sasines at *Edinburgh* the Seventh Day of *March* in the Year One thousand eight hundred and thirty-five: And whereas the said *Marianne Sarah Robertson*, by a Bond of Provision and Annuity bearing Date the Seventeenth Day of *March* in the Year One thousand eight hundred and thirty-five, granted by her with the special Advice and Consent of the said *David Robertson* her Husband, bound and obliged herself, and the Heirs of Entail succeeding to her in the said Lands and Estate, and her other Heirs and Successors whomsoever, to content and pay to the said *David Robertson* during all the Days of his Life, in case he should survive her, a free yearly Annuity of Two thousand eight hundred Pounds Sterling, or such other Sum as should, together with the said Annuity of Seven hundred Pounds, amount to and not exceed One Half of the free yearly Value of the said whole Lands and Estate before described, after all Deductions to be made from the same, in manner mentioned in the aforesaid Act of Parliament passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, and also to be restricted in the event therein mentioned, which Annuity in favour

Infeftment in favour of Husband, 23d and 24th Jan., registered 7th March 1835.

Supplementary Bond of Annuity by Mrs. Robertson, 17th March 1835.

favour of the said *David Robertson* should be payable at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Term's Payment of the said Annuity at the first of these Terms which should happen after the Decease of the said *Marianne Sarah Robertson*, and so forth half-yearly, termly, and proportionally thereafter; and for the said *David Robertson*'s farther Security and more sure Payment of the said Annuity of Two thousand eight hundred Pounds Sterling, or whatever Amount the Half of the free yearly Rents or Value reckoned as aforesaid of the said Lands and Estate should be found to amount to, the said *Marianne Sarah Robertson* bound and obliged herself, and the Heirs of Entail succeeding to her, to infeft and seise the said *David Robertson* in the said free Liferent Annuity of Two thousand eight hundred Pounds Sterling, or whatever Amount the said Annuity should be found to be, and payable as aforesaid, to be uplifted and taken, the said Annuity, furth of all and whole the Lands and others before recited, upon which Bond of Annuity the said *David Robertson* was infeft in the whole Lands and Baronies before described conform to Instrument of Sasine in his Favour dated the Third and Fourth and recorded in the General Register of Sasines at *Edinburgh* the Ninth Days of *April* in the Year One thousand eight hundred and thirty-five: And whereas the said *Marianne Sarah Robertson* granted a corroborative Bond of Provision and Annuity, dated the Seventeenth Day of *November* in the Year One thousand eight hundred and thirty-eight, whereby, with Consent of her said Husband, she corroborated and confirmed the Provisions granted in favour of their younger Children contained in the before-recited Contract of Marriage, and Annuities in favour of her said Husband, therein and in the before-recited additional Bond of Annuity contained, payable out of the whole Lands and others before recited, upon which corroborative Bond of Annuity and Provision the said *David Robertson* was infeft in the said whole Lands and Baronies before described conform to Instrument of Sasine in his Favour dated the Seventh and Eighth and recorded in the General Register of Sasines at *Edinburgh* the Thirteenth Days of *February* in the Year One thousand eight hundred and thirty-nine: And whereas an Act was passed in the Second and Third Year of the Reign of Her present Majesty, Chapter Twenty-fourth, intituled *An Act for vesting certain Parts of the entailed Estate of* Ladykirk *in Trustees, to be sold for Payment of the Debts affecting the same, and for other Purposes therewith connected*, whereby it was provided that the said Lands of *Hillhousefield* should be vested in certain Trustees therein named, for the Purpose of being sold, the Price to be applied in Payment of the Entailer's Debts, and the Surplus invested in the Purchase of Lands situated in the County of *Berwick;* and it was thereby enacted, that the Trustees therein named should, as soon as conveniently might be after the passing of the said Act, grant to the Entailer's Widow an Heritable Bond of Corroboration for Payment of her Annuities and other Provisions granted by the Trust Deed and Codicils executed by the said *William Robertson*, and therein recited, furth of the Lands and others before described, except the Lands of *Hillhousefield;* and by the said Act it was further enacted, that, notwithstanding anything to the contrary in the aforesaid Deed of Entail contained, it should be lawful to

Mr. Robertson's Infeftment, dated 3d and 4th April, and registered 9th April 1835.

Corroborative Bond of Provision, 17th Nov. 1838.

Mr. Robertson's Infeftment, dated 7th and 8th and registered 13th Feb. 1839.

Act for Sale of Hillhousefield, 2 & 3 Vict. c. 24.

to and in the Power of the said *Marianne Sarah Robertson*, or the Heir of Entail in possession for the Time, to plough the following Fields upon the said Barony of *Ladykirk* and Lands of *Horndean*, *videlicet*, the Cow Park of *Upsetlington*, *Easter Hill* of *Upsetlington*, *Wester Hill* of *Upsetlington*, *Weatherheads Wester Park*, the Park lying immediately North of the Farm Offices of *Ladykirk*, and Three Parks at *Horndean* commonly called *Horndean Easter Hill*, *Wellfield*, and *Landellsfield*, and to raise Hay Crops or other Crops on the said Fields or Parks according to the Rules of good Husbandry, and as to them should appear expedient, and it should be also lawful to the said *Marianne Sarah Robertson*, or the Heir of Entail in possession for the Time, to let the said Fields or Parks, or any Part of them, on Lease or otherwise, for One or more Years, either for Pasturage or for the raising of such Crop or Crops as might to them appear to be most beneficial and expedient, provided always, that the Right to grant such Lease or Leases should be under the same Restrictions, Limitations, and Exceptions as were applicable to the granting of Leases of other Portions of the said entailed Lands, Baronies, and others, and provided also, that no Lease should be granted of the following Parks, *videlicet*, the Cow Park of *Upsetlington*, *Weatherheads Wester Park*, and the Park lying immediately to the North of the Farm Offices of *Ladykirk*, or of any other Part of the said Lands within the present Walls of the Park of *Ladykirk*, to endure beyond the Life of the Heir of Entail in possession of the said Estate for the Time being: And whereas the said Trustees, acting in pursuance of the Provisions contained in the before-recited Act, sold the Lands of *Hillhousefield*, and after applying a Part of the Price thereof in Payment of the Entailer's Debts, as directed under the said Act, invested the Surplus in the Purchase of the Right of Property or Dominium utile of a Portion of the Lands and Barony of *Simprim* adjoining the said Estate of *Ladykirk*, and belonging to the said *David Robertson*, Husband of the Heiress of Entail in possession, the Dominium directum or Right of Superiority of the said Lands remaining vested in the said *David Robertson*: And whereas the said Trustees, by a Disposition and Deed of Entail dated the Eighth and Ninth Days of *March* in the Year One thousand eight hundred and forty, and recorded in the Register of Tailzies the Eleventh Day of *March* One thousand eight hundred and forty-one, conveyed and disponed to and in favour of the said *Marianne Sarah Robertson* and the same Series of Heirs, and under the like Conditions, Provisions, Restrictions, Limitations, Exceptions, and Clauses irritant and resolutive, Declarations and Reservations, as were specified and contained in the Deed of Entail first before recited, all and whole One hundred and ninety-five Acres and Twenty-two Decimal Parts of an Acre, Imperial Measure, or thereby, of the said Lands and Estate of *Simprim*, lying contiguous to the Lands and Barony of *Ladykirk*, and forming the Enclosures marked Numbers Thirty-one, Thirty-two, Thirty-three, and Part of Numbers Twenty-six and Twenty-eight of the Plan of the said Estate of *Simprim* referred to in a Report by Messieurs *George Brown* of *Fountain Bridge*, *Edinburgh*, and *William Bell*, formerly residing in *Lennel House* near *Coldstream*, thereafter in *Killduff House* near *Haddington*, Land Valuators, as the said Lands are more particularly delineated on another Plan prepared

Entail of Part of Simprim, dated 8th and 9th March 1840, registered 11th March 1841.

pared by *David Wilson*, Land Surveyor, bearing the Date of *September* Eighteen hundred and forty, whereof Three Copies had been made and signed by the said *George Brown* and *William Bell* and the said *David Robertson*, and One of which Copies was appended to the said Entail, together with the Teinds and whole Pertinents of the said Lands above described, all lying within the United Parishes of *Swinton* and *Simprim* and Sheriffdom of *Berwick*, and which Lands and Estate of *Simprim* are thus described in the Writs and Title Deeds thereof, *videlicet*, all and whole the Lands and Estate of *Simprim*, with the Houses, Biggings, Yards, Orchards, Woods, Fishings, Pasturages, Teinds, Parts, Pendicles, and Pertinents of the same, comprehending therein Five Husband Lands held of the Earl of *Lauderdale*, and also all and whole that Piece of Ground which was formerly occupied as the Glebe of the Parish of *Simprim*, with the old Manse Garden attached thereto and Hedger's House built thereon, bounded on the East by the Road leading from *Simprim* to *Swinton* Kirk, on the North and West by the Lands first before described, and on the South partly by the Road leading from *Eccles* by *Ladykirk* to *Berwick*, partly by the Kirkyard of *Simprim*, which Glebe and old Manse Garden, together with the said Kirkyard, extend in whole to Six Acres and Fifty-four thousand six hundred and eighty-six hundred thousandth Parts of an Acre, or thereby, and which Lands before described are the whole Parish of *Simprim*, lying in the County of *Berwick*, together with a Servitude of Pasturage of One Horse and Two Cows to be grazed through the Summer in the foresaid Lands and Estate of *Simprim*, which Piece of Ground, formerly occupied as the Glebe of *Simprim*, and old Manse Garden attached thereto, together with the foresaid Servitude, were acquired by *Patrick Murray*, some Time of *Simprim*, Esquire, along with a Servitude over other Lands belonging to him, from the Minister of the United Parishes of *Swinton* and *Simprim*, in exchange for Part of the said *Patrick Murray*'s Lands of *Greenrig* and *Swinton Quarter*, conform to Submission entered into for ascertaining the Value of the said Glebe and others, and for fixing the Equivalent to be given therefor, between the Reverend *Thomas Logan*, Moderator of the Presbytery of *Chirnside*, as representing the said Presbytery, and authorized by them to enter into the said Submission, and the Reverend *William Simpson*, Minister of the Gospel in the United Parishes of *Swinton* and *Simprim*, on the one Part, and *Douglas Ainslie*, Factor for the said *Patrick Murray*, and as taking Burden on him for the said *Patrick Murray*, with Consent therein mentioned, on the other Part, dated the Seventh, Twelfth, Sixteenth, and Seventeenth Days of *November* in the Year One thousand eight hundred and one, and Decreet Arbitral following thereon, dated Fifth *March* Eighteen hundred and three, both registered in the Sheriff Court Books of *Berwickshire* the Eighth Day of *March* thereafter, upon which Deed of Taillie the said *Marianne Sarah Robertson* was duly infeft conform to Instrument of Sasine in her Favour bearing Date the Twenty-ninth Day of *May* and registered in the General Register of Sasines the Fourth Day of *June* in the Year One thousand eight hundred and forty-one: And whereas the said Trustees did further, in implement of the Provisions contained in the before-recited Act, by Bond of Corroboration dated the Twenty-second, Twenty-third,

Heiress of Entail infeft, dated 29th May, and recorded 4th June, 1841.

Bond of Annuity granted to Mrs.

Robertson, senior, dated 22d, 23d, and 26th July 1839.

third, and Twenty-sixth Days of *July* in the Year One thousand eight hundred and thirty-nine, in pursuance of the Provisions in that Behalf contained in the before-recited Act of the Second and Third Year of the Reign of Her present Majesty, bind and oblige the said *Marianne Sarah Robertson* and the subsequent Heirs of Entail to make Payment to the said Mrs. *Sarah Hunter* or *Robertson* of a free Liferent Annuity of One thousand Pounds payable to her under the foresaid Deed of Entail, and that at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Term's Payment thereof under the said Bond at the Term of *Martinmas* One thousand eight hundred and thirty-nine, with a Fifth Part more of each Term's Payment of liquidate Penalty in case of not-punctual Payment of the said Annuity, and the due and legal Interest of each Term's Annuity, from the Terms at which the same should become due during the Not-payment thereof, and also to make Payment to the said Mrs. *Sarah Hunter* or *Robertson* during her Lifetime of the yearly Sum of Two hundred Pounds, as specified and contained in a Codicil to the Trust Disposition recited in the said Act, and also to make Payment to the said Mrs. *Sarah Hunter* or *Robertson* during her Lifetime of the further yearly Sum of Forty Pounds, as the Salary or Wages of a Companion to her, in Terms of a Letter of Directions by the said *William Robertson* recited in the said Act, which Annuities of Two hundred Pounds and Forty Pounds were declared by the said Bond to be payable to the said Mrs. *Sarah Hunter* or *Robertson* upon the Seventeenth Day of *October* in each Year, beginning the first Payment thereof under the said Bond upon the Seventeenth Day of *October* One thousand eight hundred and thirty-nine for the Year immediately preceding, and so forth thereafter during the Life of the said Mrs. *Sarah Hunter* or *Robertson;* and for the said Mrs. *Sarah Hunter* or *Robertson* her further Security and more sure Payment of the said Liferent Annuities, and of the Interest, Penalty, and termly Failures above mentioned, if incurred, the said Trustees bound and obliged them, and the Survivors or Survivor of them, to infeft and seise the said Mrs. *Sarah Hunter* or *Robertson* in the said free Liferent Annuities of One thousand Pounds, Two hundred Pounds, and Forty Pounds Sterling, payable as aforesaid, to be uplifted and taken the said Annuities furth of the said entailed Lands, Baronies, and Estates before recited, excepting the said Lands of *Hillhousefield;*

Mrs. Robertson, senior, infeft 27th July, and registered 5th Aug. 1839.

upon which Bond of Corroboration the said Mrs. *Sarah Hunter* or *Robertson* was duly infeft conform to Instrument of Sasine in her Favour bearing Date the Twenty-seventh Day of *July* and recorded in the General Register of Sasines at *Edinburgh* the Fifth Day of *August*, both in the Year One thousand eight hundred and thirty-nine: And whereas the Trustees acting under the said Act of Parliament, having in Terms of a Provision therein contained applied by summary Petition to the Court of Session for a Discharge and Exoneration of their whole Proceedings by virtue of the said Act, were, by Decree of the said Court of Session dated the Twentieth Day of *July* One thousand eight hundred and forty-two, exonerated and discharged of their whole Intromissions, Actings, and Proceedings, and declared acquitted and discharged thereof for ever: And whereas, previous to the Sale of the said Lands of *Hillhousefield*, the said *David Robertson*, by Deed of Restriction and Renunciation, bearing Date the Twenty-

Statutory Trustees discharged 20th July 1842.

Renunciation by Mr. Robertson of his

Twenty-sixth Day of *October* in the Year One thousand eight hundred and thirty-nine, renounced the Provisions conceived in his Favour by the before-recited Contract of Marriage, supplementary Bond of Annuity, and Bond of Corroboration, in so far as related to the foresaid Lands of *Hillhousefield*, and restricted the same to the remaining Portions of the said entailed Lands and Estate: And whereas the said *Marianne Sarah Robertson* granted a renewed Bond of Provision and Annuity bearing Date the Eighteenth Day of *May* in the Year One thousand eight hundred and forty-one, whereby she renewed the Provisions previously granted in favour of her Husband and younger Children, and extended the same over the said Portion of the Lands of *Simprim*, entailed as before recited, upon which renewed Bond of Annuity and Provision the said *David Robertson* was infeft conform to Instrument of Sasine in his Favour bearing Date the Eighth and recorded in the General Register of Sasines at *Edinburgh* the Fourteenth Days of *June* in the Year One thousand eight hundred and forty-one: And whereas the said *David Robertson* is possessed in Fee Simple of the Superiority of that Part of the Lands of *Simprim* the Property of which has been already made over, as before recited, to the Heirs of Entail of the said entailed Estate of *Ladykirk*, and he is also possessed in Fee Simple of the Remainder of the said Lands and Estate of *Simprim*, as the same are specified in a Schedule (A.) hereunto annexed, and which Lands comprise the whole Lands in the Parish of *Simprim*, and are situated conveniently for and adjoining to the great Bulk of the said entailed Lands and Barony of *Ladykirk*, while the several Portions of the said entailed Estate contained in the Deed of Entail first-before recited, and specified in a Schedule (B.) hereunto annexed, are detached therefrom, and are disjoined from each other, and are situated in different Parishes: And whereas the said Lands of *Simprim* contained in Schedule (A.) are of greater Value than the detached Portions of the said entailed Estate contained in Schedule (B.), and it would be of great Advantage to the said *Marianne Sarah Robertson* and the Heirs of Entail, if the said Lands contained in Schedule (A.) were added to the said entailed Estate, and if Authority were given to disentail the said Lands contained in Schedule (B.), to be conveyed in exchange for the said Lands in Schedule (A.): And whereas since the Succession to the said Lands and Estate opened to the said *Marianne Sarah Robertson* large Sums of Money have been expended in draining, planting, and improving the same, and in altering, enlarging, and rebuilding the Mansion House and Offices, in making Enclosures, and in the Erection of new Farm Houses and Offices, whereby the Rental and Value of the same have been greatly increased, which Sums have, in Terms of an Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of* Great Britain *called* Scotland *held under Settlements of strict Entail*, been constituted as Claims against the said Estate up to the Term of *Martinmas* (Eleventh of *November*) One thousand eight hundred and forty-seven, and certain further Sums have since been expended upon such Improvements, which last Sums are not yet so constituted, conform to particular Account of the said whole Sums contained in a Schedule (C.) hereunto annexed, and amounting in whole to the Sum of

Annuity over Hillhousefield, dated 26th Oct. 1839.

Renewed Bond of Annuity and Provision over Portions entailed, dated 18th May 1841.

Mr. Robertson infeft, dated 8th and registered 14th June 1841.

10 G. 3. c. 51.

of Thirty-three thousand and thirty-eight Pounds Fifteen Shillings and Nine-pence Halfpenny, and forming a Claim against the said entailed Estate for the Sum of Twenty-four thousand seven hundred and seventy-nine Pounds One Shilling and Ten-pence Fifteen Twenty-fourths: And whereas the said Sums were advanced by the said *David Robertson* out of his own proper Funds, for and on account of the said *Marianne Sarah Robertson* his Wife, the Heiress of Entail in possession of the said entailed Estate, by whom the said Sums were expended in Improvements upon the same as aforesaid, and it is just and reasonable that the said *David Robertson* should be reimbursed for his said Advances out of the said entailed Estate: And whereas when the before-recited Act of the Second and Third Year of the Reign of Her present Majesty was passed the Lawn and Approaches to *Ladykirk* were in possession of the said Mistress *Sarah Hunter* or *Robertson* by virtue of the Provision contained in the aforesaid Deed of Entail, and the said Lawn was not, by reason of her Possession, included in the Enactment before recited empowering the Heirs of Entail to plough and raise Crops upon and let on Lease certain other Fields of the Estate before mentioned, notwithstanding of the Prohibition to the contrary in the said Deed of Entail: And whereas the said *Marianne Sarah Robertson*, with the special Advice and Consent of the said *David Robertson* her Husband, by Bond bearing Date the Twenty-third Day of *September* One thousand eight hundred and forty-three, bound and obliged herself and the Heirs of Entail succeeding to her in the said Estate of *Ladykirk*, so far as she had Power to bind such Heirs of Entail, to pay to the said Mrs. *Sarah Hunter* or *Robertson* a free Liferent Annuity of Three hundred Pounds at Two Terms in the Year, *Martinmas* and *Whitsunday*, by equal Portions, beginning the first Term's Payment thereof at the Term of *Martinmas* One thousand eight hundred and forty-four for the Half Year's Annuity immediately preceding, and the next Term's Payment at *Whitsunday* thereafter, and that for the Year from *Whitsunday* One thousand eight hundred and forty-four to *Whitsunday* One thousand eight hundred and forty-five, and so forth half-yearly thereafter during the said *Sarah Hunter* or *Robertson*'s Lifetime or Viduity, with a Fifth Part more of each of the said termly Payments of liquidate Penalty in case of Failure, and the due and ordinary Interest from the respective Terms of Payment until paid: And whereas the said Mrs. *Sarah Hunter* or *Robertson*, by a Deed of Renunciation bearing Date the Eighth Day of *September* in the Year One thousand eight hundred and forty-three, and recorded in the General Register of Sasines and Reversions at *Edinburgh* the Twenty-fifth Day of *October* in the Year One thousand eight hundred and forty-eight, in consideration of the Annuity provided to her in the Bond last recited, discharged and renounced to and in favour of the said *Marianne Sarah Robertson*, Heiress of Entail in possession of the said Estate, and the other Heirs of Entail appointed to succeed to her by the foresaid Deed of Entail, her Liferent Use of all and whole the Manor Place, Lawn, Pleasure Grounds, and Gardens of *Ladykirk*, and the Approaches and Gates thereto belonging, together with the Walks round the Lawn and Banks South of the House; providing and declaring that if, after Payment should have been duly demanded by Intimation made by her the said Mrs. *Sarah Hunter*

Bond to Mrs. Robertson senior, for 300*l.* annually, dated 23d September 1843.

Renunciation by Mrs. Robertson senior, dated 8th Sept. 1843, and registered 25th Oct. 1848.

Hunter or *Robertson*, One whole Year's Annuity should at any Time run into a second unpaid, or if the said *Marianne Sarah Robertson* should predecease her, and the Heir of Entail entitled to succeed to the said *Marianne Sarah Robertson* in the said entailed Estate should decline to implement and perform the Obligations undertaken in the foresaid Bond by the said *Marianne Sarah Robertson*, then and in either of these Cases the said Mrs. *Sarah Hunter* or *Robertson* should be entitled to resume immediate Possession of the whole of the said Liferent Premises: And whereas it would be of great Benefit to the said entailed Estate, and to the Heirs succeeding thereto, if the Provision in the foresaid Entail prohibiting taking Hay Crops oftener than once in Thirty Years from the Lawn of the said Estate were in some degree relaxed, and it is reasonable that in respect of the Concurrence of the said Mrs. *Sarah Hunter* or *Robertson* in the said Arrangement, and of her giving up the Power of resuming Possession of the said Lawn and other Liferent Interests before mentioned, the Annuity provided to her by the Bond before recited should be secured to her upon the said entailed Estate: But as these Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty, upon the humble Petition of the said *Marianne* (or *Mary*) *Sarah Robertson* and *David Robertson* her Husband, 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 Authority of the same, That from and after the passing of this Act it shall be lawful to the said *David Robertson*, or his Heirs and Successors in the Lands and Estate of *Simprim*, to apply by summary Petition to the Court of Session in *Scotland*, and, by and with the Direction and Approbation of the said Court, to execute a valid and effectual Deed of Entail of the Lands and Estate of *Simprim* and others specified in the Schedule (A.) hereunto annexed, freed and disburdened of all Debts or Incumbrances which affect or may be made to affect the same, to and in favour of the said *Marianne Sarah Robertson* and the other Heirs of Entail mentioned in the Deed of Entail before recited, but always with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations and Reservations therein contained, or such and so many of them as shall remain undetermined and capable of taking effect, and shall along with such Deed of Entail deliver, so far as in his or their Possession, a legal Progress of Title Deeds to the Lands thereby conveyed, which Deed of Entail, after being so approved of, shall be duly subscribed by the said *David Robertson* or his aforesaid, and shall forthwith be recorded in the Register of Taillies, and Charter and Sasine be duly expede thereupon.

Advantage of cropping Lawn.

Power to Mr. D. Robertson to execute a Deed of Entail of the Estate of Simprim.

II. And be it enacted, That in all Questions as to the said Lands and Estate so to be entailed which may hereafter arise under the Provisions of an Act passed in the last Session of the present Parliament, Chapter Thirty-six, intituled *An Act for the Amendment of the Law of Entail in Scotland*, the Date of the Entail so to be executed by the said *David Robertson* or his aforesaid shall be deemed

Entail to be deemed of same Date as original Entail.

deemed and taken to be that of the original Entail by the deceased *William Robertson* before recited.

Upon Entail being recorded, the Lands to be subject to Annuities and Provisions.

III. And be it enacted, That upon the Deed of Entail so to be executed being recorded in the Register of Entails as aforesaid the Lands therein contained, along with the other Lands contained in the Deeds of Entail before recited, other than the foresaid Lands of *Hillhousefield*, and the Lands specified in the Schedule (B.) hereunto annexed, shall be and remain liable to Payment of the Sums contained in the foresaid Bond of Corroboration in favour of the said Mrs. *Sarah Hunter* or *Robertson*, and Sasine following thereon, and to Payment of the Annuities and other Provisions contained in the foresaid Contract of Marriage between the said *Marianne Sarah Robertson* and *David Robertson*, supplementary Bond of Annuity, corroborative Bond of Provision, and renewed Bond of Annuity and Provision, all before recited, and respective Instruments of Sasine following thereon; and the said respective Deeds and Instruments shall be and continue valid and effectual, and all Execution and Diligence competent against the Lands therein contained shall be equally competent against the Lands to be contained in the Entail hereby directed to be executed: Provided always, that the said *Marianne Sarah Robertson* or other Heir of Entail in possession shall be bound, and she and such Heir is hereby required, to grant a Bond or Bonds of Corroboration of the Sums of Money, Annuities, and Provisions above referred to, extending the same to the said Lands contained in Schedule (A.), and to expede and register Sasine thereon; and provided also, that nothing herein contained shall be held or construed to extend the Provisions granted by the said *Marianne Sarah Robertson* to any Sums beyond the Amount authorized by the foresaid Deed of Entail, or by the foresaid Act passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth.

Heiress in possession to disentail certain Lands

IV. And be it enacted, That so soon as the said Entail shall have been recorded in the Register of Tailzies the whole Lands specified and contained in the Schedule (B.) hereunto annexed, as the same are or may be more fully described in the Title Deeds thereof, shall be held by the said *Marianne Sarah Robertson*, or other Heir for the Time being, freed and discharged of and from the whole Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations and Reservations, specified and contained in the Entail thereof before recited, such Entail, in so far as it contains Clauses affecting, or which may be made to affect the said Lands, being hereby declared to be of no Force and Effect, and freed and discharged of and from all and sundry Annuities, Debts, or Obligations affecting or which may be made to affect the said entailed Estate; and the said *Marianne Sarah Robertson*, or other Heir of Entail in possession for the Time being, or the Tutors, Curators, or other legal Guardians of such Heir, shall be bound and obliged, and she, he, or they are hereby required, forthwith to execute a valid Conveyance of the said Lands specified in Schedule (B.) hereunto annexed, to and in favour of the said *David Robertson*, or such other Person as he may appoint, and his or their Heirs and Assignees whomsoever, and the said *Marianne Sarah Robertson*,

Disentailed Lands to be conveyed to Mr. Robertson.

or

or other Heir of Entail in possession, shall therein bind herself or himself, and the succeeding Heirs of Entail, in Warrandice of the same, and therewith deliver or bind the Heir of Entail for the Time to make forthcoming to him, or other Person so appointed, or in his Right, when required, a legal Progress of Title Deeds to the said Lands: Provided always, that the Lands so to be disentailed shall noways be liable for nor subject to the Debts or Deeds of the Heir of Entail in whom the same may be so temporarily vested when so disentailed for the Purposes of this Act.

Mrs. Robertson to grant Bond to her Husband for Improvement Monies.

V. And be it enacted, That in respect of the Sums expended in Improvements specified in the Schedule (C.) hereunto annexed it shall be lawful to the said *Marianne Sarah Robertson*, or other Heir of Entail in possession for the Time, or the Tutors, Curators, or other legal Guardians of such Heir, to grant an Heritable Bond and Disposition, or Bonds and Dispositions in Security, binding the Heirs of Entail in Payment in favour of the said *David Robertson*, or such other Person as he may appoint, and his or their Heirs or Assignees, and disponing and conveying, in the Form and with the Powers usual in similar Heritable Securities in *Scotland* over Lands held in Fee Simple, all and whole the Lands and others before described, including the Lands to be entailed in manner herein provided, but excepting always the said Lands of *Hillhousefield*, and the Lands contained in Schedule (B.) hereunto annexed, and authorized to be disentailed in manner herein-before provided, or such Part or Portion thereof as may be agreed upon, in Security and for Payment to him of the Sum of Twenty-four thousand seven hundred and seventy-nine Pounds One Shilling and Ten-pence Fifteen Twenty-fourths, being Three Fourth Parts of the Sums advanced by the said *David Robertson* for making the foresaid Improvements, which Bond and Disposition, or Bonds and Dispositions in Security, shall be valid and effectual to the said *David Robertson*, or any other Party in his Right, and to his or their respective Heirs, Executors, and Successors whomsoever, and shall effectually burden the said Lands.

Mrs. Robertson may grant Bond for further Sums.

VI. Provided always, and be it enacted, That if the said *David Robertson*, during the joint Lives of the said *Marianne Sarah Robertson* and himself, shall lay out and expend any further Sums in planting, draining, or improving the said Estate, or on the said Mansion House, in Terms of the before-recited Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, it shall be lawful to the said *Marianne Sarah Robertson*, or to the Heir in possession for the Time, or the Tutors, Curators, or other legal Guardians of such Heir, to grant to the said *David Robertson*, or his Heirs or Assignees, a Bond and Disposition in Security in manner hereby authorized for the Sums so to be expended, but to such Extent only as is authorized by the before-recited Act.

Heir in possession to keep down Interest.

VII. And be it enacted, That the said *Marianne Sarah Robertson* and the Heir of Entail in possession for the Time being shall be bound and obliged annually to pay the Interest accruing upon the Sums of Money so to be secured, and to take regular Discharges for the same; and it shall not be competent to nor in the

the Power of the said *Marianne Sarah Robertson* or any other Heir of Entail to take Assignments to any such Sums of Interest, or to any Portion of the Principal Sums contained in the said Bond and Disposition or Bonds and Dispositions in Security, or due from the said Estate, which may be paid by them, so as to keep up the same as a Debt against the said Estate; and if the said *David Robertson*, or other Creditor in right for the Time being to the said Bonds, shall permit any Two Years Interest to run on unpaid, then and in that event he, she, or they shall forfeit his or their Claim against the said Estate or the Rents thereof for such Interest, or such Part thereof as may remain unpaid at the Time: Provided always, that nothing herein contained shall prejudice the Right of the said *David Robertson* or other Creditor to demand and recover Payment of such Interest from the Heir of Entail by whom the same shall be due; and provided also, that if upon the Death of the said *Marianne Sarah Robertson*, or of any Heir of Entail who may be in possession of the said entailed Estate, there shall be an Arrear of such Interest for Two Years, or for any shorter Period, and such Arrear shall be paid by a succeeding Heir of Entail, the Heir so paying the same shall be entitled to demand and recover the said Arrear from the Heirs or Executors of the Party by whom the same should have been paid.

Heir of Entail may constitute Improvements, in Terms of 11 & 12 Vict. c. 36.

VIII. And be it enacted, That nothing herein contained shall be held or construed to prevent the said *Marianne Sarah Robertson*, or Heir of Entail succeeding to her in the said Lands and Estate, and in possession thereof, from granting a Bond or Bonds of annual Rent for the Sums due or that may become due for Improvements in Terms of the before-recited Act passed in the last Session of Parliament, intituled *An Act for the Amendment of the Law of Entail in* Scotland.

The Lawn may be mowed and ploughed.

IX. And be it enacted, That it shall be lawful to the said *Marianne Sarah Robertson*, and to the next Heir of Entail who shall succeed to her and be in possession of the said Lands and Estate, to mow and cut the Grass growing on the before-mentioned Lawn of the said entailed Estate of *Ladykirk*, for Hay or otherwise, as to the said *Marianne Sarah Robertson* or such Heir shall seem fit; and it shall also be lawful to the said *Marianne Sarah Robertson* or such Heir to break up and plough the said Lawn for the Purpose of laying the same down again in Grass for permanent Pasture, in such Manner and so often as shall be considered necessary for improving the Pasture of the said Lawn: Provided always, that before proceeding so to plough or break up the said Lawn the said *Marianne Sarah Robertson*, or other Heir of Entail aforesaid, shall be bound to apply for Leave to that Effect to the Sheriff of *Berwickshire* or his Substitute, who, upon the Application of the said *Marianne Sarah Robertson* or such Heir, and after due Intimation of such Application to the Heir of Entail of full Age next entitled to succeed to the said *Marianne Sarah Robertson*, or other Heir so applying, and upon taking such Probation as to him shall seem expedient, shall prescribe and appoint such Mode of Management and Rotation of Crops for the breaking up of the said Lawn, and the laying of the same down again in Pasture, as shall seem to be conformable to the best System of Husbandry practised in the said County of *Berwick*; and the

the said Sheriff's Decision in the said Matter shall be final and conclusive, and not subject to Review in any Manner whatever.

Annuity to Mrs. Robertson senior to be secured on the entailed Estate.

X. And be it enacted, That immediately upon the passing of this Act it shall be lawful to the said *Marianne Sarah Robertson* or Heir of Entail in possession of the said Estate for the Time, and the Tutors, Curators, and other legal Guardians of such Heir, and the said *Marianne Sarah Robertson* or such Heir and his aforesaid shall be bound, to grant and execute in favour of the said Mrs. *Sarah Hunter* or *Robertson* an Heritable Bond of Corroboration of the Bond of Annuity for Three hundred Pounds in her Favour, before recited, to be made payable the said Annuity furth of all and whole the entailed Lands and Estate, or such Part thereof as may be agreed on, at the Terms and with Interest and Penalty specified in the said Bond of Annuity: Provided always, that from and after the said Bond of Corroboration being so granted, it shall no longer be competent to the said Mrs. *Sarah Hunter* or *Robertson* to resume Possession of the Lawn and other Liferent Subjects in lieu of which the said Annuity of Three hundred Pounds was granted.

Saving of Rights.

XI. And be it enacted, That every thing herein contained is saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, and their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *Marianne Sarah Robertson* and *David Robertson*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Deeds of Entail to succeed to and take the Lands and others therein contained and the said Mrs. *Sarah Hunter* or *Robertson*,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Lands and Estate, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

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

XII. 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.

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Valuation of the Lands and Estate of Simprim, the Property of David Robertson, Esquire, to be added to the entailed Estate of Ladykirk.

	Measurement.	Estimated Annual Value.
	Ac. Decim.	£ s. d.
Butterlaw Farm - - - - - -	281·08826	303 9 11
Simprim Mid Farm and D. Lees Farm - - -	362·97351	613 14 4
Old Manse Garden, Kirkyard, &c. - - - -	0·75710	1 17 10
Unentailed Part of Simprim Mains - - - -	275·13302	476 5 7
Land planted in Year 1835, and the Fox Covert on the above Farms	40·17723	52 5 11
Ac.	960·12912	1447 13 7
Deduct public Burdens, Average - - -	- -	120 0 0
Estimated annual Value of Land		1327 13 7

	£ s. d.
The estimated annual Value of the Land, as above stated, amounting to £1,327 13*s.* 7*d.*, calculated at Twenty-eight Years Purchase, amounts to -	37,175 0 4

Value of the Wood.

	£ s. d.	£ s. d.	£ s. d.
Value of Two small Plantations on the March with Swinton Hill and Simprim Mid Farm, and Mains, Land and Wood, is estimated at the Sum of - - - - -		186 0 0	
Value of other Trees on the Property, chiefly Hedge Rows -		20 0 0	
Value of the young Plantations planted in 1835, viz. *Acres* 40·17723			
Deducting Fox Covert, say - 4·17723			
Leaves an Extent of - - 36· of planted Land, averaging 26*s.* per Acre yearly, amounting to £46 16*s.* The Accumulation of that Sum for 13 Years (the Age of the Plantations), at 4 per Cent. Compound Interest, amounts to	778 2 8		
And the Cost of planting the said Plantations is estimated at £5 per Acre, which for 36 Acres amounts to £180, and that Sum for 13 Years, at 4 per Cent. Compound Interest, amounts to	299 14 3		
Rearing Thorn Fences around said Plantations, cleaning, and erecting Paling, &c., at 4*s.* 6*d.* per Rood of 6 Yards, there being in all 972 Roods -	218 14 0		
		1,296 10 11	
Value of Wood - -			1,502 10 11
Valuation - -			38,677 11 3

From the Lands of Simprim adjoining the entailed Estate, and from the Plantations on those Lands being highly ornamental to the Estate, and adding greatly to the Beauty and Amenity thereof, the Acquisition of Simprim is highly advantageous to the Heirs of Entail; and the Value of those Lands to the entailed Estate is much enhanced beyond the ordinary Market Value above stated.

Robert Hunter.

SCHEDULE (B.)

VALUATION

OF THE

Portions of the Lands of Ladykirk Estate to be disentailed.

	Contents.	Estimated Annual Value.
	Ac. Dec.	£ s. d.
Fawside Farm and Maxmill - - - - -	731·172	540 0 10
Middlethird and Bellitaw Farms - - - -	1068·883	740 9 3
Land planted on Fawside and Maxmill - - - -	50·337	30 4 0
Ac.	1850·392	1310 14 1
Deduct Public Burdens—Average - - - - -		80 4 0
Estimated Annual Value of Land - - - - -		1230 10 1

	£ s. d.
The estimated annual Value of the Land as above stated, amounting to £1,230 10*s.* 1*d.*, calculated at Twenty-eight Years Purchase, amounts to -	34,454 2 4

Value of the Wood.

	£ s. d.	£ s. d.
50·337 Acres of planted Grounds on Fawside and Maxmill, averaging 12*s.* per Acre, amounts to £30 4*s.* The Accumulation of £30 4*s.* for Eight Years (the Age of the Plantations), at 4 per Cent. Compound Interest, amounts to - -	278 5 4	
The Cost of planting and upholding the said Plantation is estimated at £2 per Acre, being 50·337 Ac., amounting to £100 13*s.* 4*d.*, which Sum, for Eight Years, at 4 per Cent. Compound Interest, accumulates to - - -	137 15 0	
Trees in a Tillage Field on Bellitaw may be estimated worth -	3 0 0	
-		419 0 4
Valuation		34,873 2 8

Robert Hunter.

SCHEDULE (C.)

Sums expended on Improvements on the Estate and Mansion House and Offices at Ladykirk.

I. ON ESTATE.

	£	s.	d.	Sums expended. £	s.	d.	Three-fourth Parts. £	s.	d.
1. Improvements recorded and contained in Decrees of the Court of Session or Sheriff, viz.									
(1.) In Decree dated 25th July 1844 - - -				4,910	5	$4\frac{1}{2}$	3,682	14	$0\frac{9}{24}$
(2.) In Decree dated 14th July 1846 - - -				8,504	15	$9\frac{1}{2}$	6,378	11	$10\frac{3}{24}$
(3.) In Decree dated 11th Sept. 1848 - - -				1,678	18	3	1,259	3	8
2. Improvements recorded, but not yet constituted by Decrees, viz.	£	s.	d.						
(1.) Sum expended to 11th Nov. 1847 -	996	6	$11\frac{1}{2}$						
(2.) Sum expended to 11th Nov. 1848 -	1,431	17	6						
				2,428	4	$5\frac{1}{2}$			
Of which Three Fourth Parts - -				-	-	-	1,821	3	$4\frac{3}{24}$
Total expended on Estate - - -				17,522	3	$10\frac{1}{2}$	13,141	12	$10\frac{15}{24}$

II. ON MANSION HOUSE AND OFFICES.

	£	s.	d.	£	s.	d.	£	s.	d.
1. Improvements recorded and contained in Decrees of the Court of Session and Sheriff, viz.									
(1.) In Decree dated 14th July 1846 - - -				4,796	1	10	3,597	1	$4\frac{12}{24}$
(2.) In Decree dated 11th Sept. 1848 - - -				6,064	19	3	4,548	14	$5\frac{6}{24}$
2. Improvements recorded but not decerned for, viz.	£	s.	d.						
(1.) Sum expended to 11th Nov. 1847 -	2,826	3	11						
(2.) Sum expended to 11th Nov. 1848 -	1,829	7	0						
				4,655	10	11			
Of which Three Fourth Parts - -				-	-	-	3,491	13	$2\frac{6}{24}$
Total expended on Mansion House and Offices				15,516	12	0	11,637	9	0

ABSTRACT.

	Total Sum. £	s.	d.	Three-fourth Proportion. £	s.	d.
(1.) Total expended on Estate - - -	17,522	3	$10\frac{1}{2}$	13,141	12	$10\frac{15}{24}$
(2.) Total expended on Mansion House and Offices -	15,516	12	0	11,637	9	0
Total	33,038	15	$10\frac{1}{2}$	24,779	1	$10\frac{15}{24}$

Alex. Cuningham.

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