CHAPTER *1.*

An Act for vesting the Lands and Estate of Cupar Grange in the county of Perth in Trustees, for the purpose of being sold, and for the purchase of other lands to be entailed; and for other purposes. [21st July 1873.]

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Trust disposition and settlement by David Morison, dated 11th Dec. 1841.

WHEREAS David Morison, sometime Lord Provost of the city of Perth, and then residing in Rose Terrace, Perth, by his trust disposition and deed of settlement dated the eleventh day of December one thousand eight hundred and forty-one, and registered in the books of council and session at Edinburgh the twenty-eighth day of October one thousand eight hundred and forty-two, gave, granted, and disponed to and in favour of the Reverend Doctor James Hay, minister of the gospel at Kinross, the Reverend James Brown, minister of the gospel at Balbeggie, and James Blair, accountant of the Perth Banking Company, and to the survivors or survivor of them who should accept, and to the heirs of such survivor, with power to the said Trustees and the survivor of them to assume such person or persons into the trust along with them as they should deem right, and that from time to time, and which Trustees so named and assumed should have the same powers as Trustees and executors as if originally named in the said trust disposition, but that always in trust for the ends, uses, and purposes therein-after mentioned, and declaring that a majority of his said Trustees accepting and surviving should at all times form a quorum for executing the purposes of the trust, all and whole the lands, shops, and other property, and heritable debts and lands conveyed to him in security and for payment of such debts particularly described in the said trust disposition, and all other lands and heritable estate of whatever description that should belong to him at the time of his death; as also his whole movable means and estate of whatever kind and denomination, heirship movables included, that should belong to him at the time of his death; and he bound and obliged

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himself and his heirs and successors to grant all necessary deeds in favour of his said Trustees for implementing and fulfilling the said general disposition of his heritable and movable means and estate; and he thereby nominated and appointed his said Trustees above named to be his sole executors and intromitters with his movable means and estate; but declaring always that the said trust disposition was granted in trust for the uses and purposes therein and herein-after mentioned, viz., in the first place, that his said Trustees should from the produce of his means and estate pay all his just and lawful debts, death-bed and funeral expenses, with the expense of executing the trust; secondly, that as soon as conveniently might be his said Trustees and their foresaids should procure themselves feudally invested in the whole of his said heritable estate and heritable securities, and should in like manner complete their title to his said personal estate by confirmation or administration, and thereafter should either continue to hold the same as Trustees for the purposes after mentioned, or should sell the said estate and effects and convert the same or any part thereof into money, as should appear to them to be prudent, and re-invest the same, and should from time to time have power to alter and change such securities as they should think right, but always to be held by them in trust for the uses, ends, and purposes after specified; that is to say, thirdly, his said Trustees and their foresaids should pay to his sister, Mrs. Janet Morison, wife of the said Reverend Doctor James Hay, whom failing to the said Doctor James Hay himself in liferent, but for the liferent use of them and the longest liver of them allenarly, the annual sum of three hundred pounds sterling payable half-yearly by equal moieties, commencing the first half-yearly payment on the first Tuesday of June or first Tuesday of December, whichever of those days should first happen six months after his death, and so on, continuing the payment of the said annual sum half-yearly on the said second Tuesday of June and second Tuesday of December during the lifetime of the said Janet Morison and James Hay as aforesaid; in the next place, that his said Trustees and their foresaids should pay to Morison Hay, his niece, daughter of the said Doctor James Hay, the annual sum of two hundred pounds sterling, payable at the same times and in the same manner as above expressed with regard to the said provision in favour of her mother, but that in liferent for her liferent use allenarly, declaring always that in the event of her marriage and her husband surviving her without children, or on the death of the last child before majority or marriage, her said husband should in that case be entitled to the liferent of the annual sum of one hundred pounds sterling, payable as above stated; and in the next place, that his said Trustees should pay to his niece, Mary Niel Hay, wife of the said Reverend James

Brown at Balbeggie, the like sum of two hundred pounds sterling, payable in like manner as above, but in liferent for her liferent use allenarly, declaring that in case the said Reverend James Brown should survive his said wife, the said Trustees should pay to him the annual sum of one hundred pounds in liferent for his liferent right only, and payable as above expressed; fourthly, with regard to the fee of the sums necessary to produce the foresaid liferent annuities above narrated, as well as the whole of the residue and remainder of the means and estate of the said David Morison, particularly and generally above disponed, the same should be held and accumulated by his said Trustees and their foresaids for the space of ten years after his death, when, after ascertaining the full amount to which the same had accumulated, his said Trustees should dispose of the same as follows; that is to say, that his said Trustees should lay out and invest the whole of his said accumulated means and estate in the purchase of lands and heritages in Scotland, and should settle and secure the lands and heritages so to be purchased by a deed or deeds of strict entail upon the following series of heirs, viz., to the said Morison Hay, his niece, and the heirs whatsoever to be lawfully procreated of her body, whom failing to the said Mary Niel Hay or Brown, his niece, and the heirs whatsoever of her body, whom failing to James Blair, accountant to the Perth Banking Company, and the heirs whatsoever of his body, whom failing to any person or persons to be named by the said David Morison by a writing under his hand at any time in his life, all whom failing to his own nearest heirs and assignees whatsoever, the eldest heir female throughout the whole course of succession always succeeding without division, and excluding heirs portioners; and which deed of entail or deeds of entail should be strictly framed in accordance with the law of Scotland and contain prohibitory, irritant, and resolutive clauses, so as to prevent the said lands and other heritages from being sold or disponed, or from being burdened with debt farther than is therein-after provided for, and that they should take the said several heirs who may succeed to the said lands and heritages bound constantly to use and bear the name and arms of Morison, and should in all other respects frame the said deed or deeds of entail in strict conformity with the Act of 1685, and secure the same in perpetual succession to the heirs of entail above enumerated, and prevent the same from being burdened, sold, or adjudged excepting as after mentioned and for the provisions of widows and younger children as then were or might be authorised by the law of Scotland for the time; but declaring always that in order to enable his said Trustees and their foresaids to invest and employ the whole of his said accumulated means, estate, and effects, heritable and movable, in the purchase of lands and heritages as

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therein directed, they should be entitled to call up the whole or such part of the said principal sums as might be set aside for such of the said liferent annuities before provided as might then still be in force, and that the said annuities should thereafter subsist and be made payable out of the said lands and heritages so to be purchased by the respective heirs of entail who might succeed to the same, for which purpose his said Trustees and their foresaids should have power and were thereby required to insert all necessary clauses in the said deed of entail rendering the said liferent annuities real and preferable burdens on the said lands and heritages during all the lifetimes of the parties entitled to the same as before provided; declaring that the said purchase might be made by his said Trustees and their foresaids either in one lot or from time to time as might be judged by them most eligible according to the opportunities which might offer for making suitable and convenient purchases, but that they should have a discretionary power to make the said purchase or purchases of land either immediately after the expiry of the said ten years, or at any period within five years thereafter, and that in the event of their deeming it prudent to delay the purchase for the said five years, they should add and accumulate the interest accruing during that period to be invested as before directed, but after the said period of five additional years in the event of no suitable investment being immediately found, then the free yearly interest after deduction of all expenses should be paid to the heir of entail entitled at the time to succeed, aye and until the said purchase should be made as aforesaid; and after the residue and free reversion of his said estate should be so invested in the purchase of lands and heritages and the same settled and secured in manner aforesaid, he appointed his said Trustees to denude of the said trust and to deliver over to the said heir of entail entitled at the time to be put into possession of the said lands and heritages, the whole title deeds of the subjects so purchased by them, together with the vouchers and discharges of the debts and other obligations they might have discharged in the execution of the trust, and all other writings and papers connected with the same; and he thereby gave the most full and unlimited powers to his said Trustees above named and their foresaids to sell all or any of his said lands and subjects particularly and generally thereby conveyed, and that either by public roup or private bargain as they might think proper, with full power to grant all necessary and requisite dispositions to the purchasers containing clauses of absolute warrandice upon him and his heirs general:

Death of David Morison, 22d Oct. 1842, and acceptance by Trustees.

And whereas the said David Morison having died on the twenty-second day of October one thousand eight hundred and forty-two, the said Doctor James Hay, James Brown, and James Blair accepted of the office of Trustees conferred upon them by the said

trust disposition, and made up titles to the lands and property thereby conveyed to them, and were duly infeft therein, and otherwise acted in the administration of the trust estate, and in carrying into effect the provisions of the said trust disposition:

Deed of assumption of new Trustees, dated 16th and 17th Jan. 1846.

And whereas the said Trustees, in virtue of the powers conferred on them by the said trust disposition, by deed of assumption dated the sixteenth and seventeenth days of January, and registered in the books of council and session at Edinburgh the twenty-first day of January one thousand eight hundred and forty-six, assumed, nominated, and appointed Andrew Reddie, of Netherhall, David Greig, of Tyllyrie, and James Blair, junior, assistant accountant in the office of the Perth Banking Company at Perth, to be Trustees along with them for executing the purposes of the said trust disposition, declaring that the said Andrew Reddie, David Greig, and James Blair, junior, should have the same powers as Trustees as if originally named in the said trust disposition; and by the said deed of assumption the whole trust estate and effects were disponed, assigned, conveyed, and made over to and in favour of the said original and assumed Trustees and the survivors or survivor of them, and to the heirs of such survivor, with the powers therein expressed, in trust for the ends, uses, and purposes therein mentioned; and thereafter the said original and assumed Trustees continued the management of the trust estate of the said David Morison in terms of the said trust disposition:

Deaths of Mrs. Mary Niel Hay or Brown, James Brown, and James Hay.

And whereas the said Mary Niel Hay or Brown died on the fourteenth day of March one thousand eight hundred and forty-three; and the said James Brown died on the twenty-first day of February one thousand eight hundred and forty-six; and the said James Hay died on the fourteenth day of June one thousand eight hundred and forty-nine:

Deed of entail of West Errol, dated 10th April 1856.

And whereas a deed of entail, dated the tenth day of April, and recorded in the register of entails the twenty-fourth day of May, and in the books of council and session the tenth day of June, all in the year one thousand eight hundred and fifty-six, was made and granted by the said James Blair, Andrew Reddie, David Greig, and James Blair, junior, accepting, surviving, and acting Trustees, original and assumed, of the said deceased David Morison, whereby on the recital of the said trust disposition and deed of assumption, and that on the twenty-second day of October one thousand eight hundred and fifty-two, being ten years from the day of the death of the said David Morison, the said Trustees ascertained, as directed by the said trust disposition, that the full amount to which the fee of the sums necessary to produce the foresaid liferent annuities, as well as the whole residue and remainder of the said David Morison's

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means and estate, had accumulated at that date was eighty-eight thousand three hundred and thirteen pounds and one penny sterling; and that since that date the said Trustees had in implement of the said trust disposition laid out and invested a part of the said accumulated sum amounting to fifty-three thousand five hundred pounds in the purchase of the lands and others therein-after described, comprehending the western division of the estate of Errol, conform to disposition thereof in their favour as Trustees foresaid, dated the tenth day of November one thousand eight hundred and fifty-three, made and granted by the Right Honourable Lady Henrietta Duncan or Allen, relict of the deceased John James Allen, Esquire, of Errol, captain in the Royal Navy, sole trustee nominated and appointed by the said John James Allen, conform to his trust disposition and settlement, dated the twentieth day of May one thousand eight hundred and forty-six; and codicils thereto dated the twentieth day of May one thousand eight hundred and forty-six and the twenty-fourth day of June one thousand eight hundred and forty-eight, all recorded in the books of council and session the twenty-fifth day of October one thousand eight hundred and fifty-two, and that the said Trustees then stood infeft in the whole of the lands and others both superiority and property therein-after described, and that it was right and incumbent on them, in implement of the said trust disposition of the said David Morison, that they should settle and secure the said lands and others purchased as aforesaid by a deed of strict entail upon the series of heirs therein and in the said deed of entail mentioned; therefore they, the said James Blair, Andrew Reddie, David Greig, and James Blair, junior, Trustees foresaid, disponed and conveyed to the said Morison Hay, niece of the said David Morison (then named Morison Hay Morison, in compliance with the provisions of the said trust disposition), and the heirs whatsoever to be lawfully procreated of her body, whom failing to the heirs whatsoever of the body of the said Mary Niel Hay or Brown, then deceased, niece of the said David Morison, whom failing to the said James Blair and the heirs whatsoever of his body, whom all failing to the said David Morison's own nearest heirs and assignees whatsoever, the eldest heir female throughout the whole course of succession always succeeding without division, and excluding heirs portioners, heritably and irredeemably, all and haill the lands and dominical lands of Hill of Lornie, the town and lands of Lornie, the town and lands of Clashbenny, with salmon fishings and other fishings thereof, that part of the lands of Ardgaith called Whiteriggs and teinds thereof, all lying in the parish of Errol and county of Perth, and comprehending all and whole the western division of the estate of Errol, consisting of the farms of Hill,

Lornie, Clashbenny, Pendicles of Lornie, Pendicles of Leetown, and the fishing stations in the river Tay, belonging to the said division, called Henry's Dyke, Bell's Point, and Gilderoy, as the said lands and others, herein-after called the estate of West Errol, are more particularly described in the said deed of entail, but always with and under the conditions, prohibitions, reservations, exceptions, provisions, and declarations therein-after specified:

Deaths of Andrew Reddie and James Blair.

And whereas the said Andrew Reddie died on the twenty-ninth day of May one thousand eight hundred and fifty-nine, and the said James Blair died on the fourteenth day of April one thousand eight hundred and sixty:

Deed of entail of Cupar Grange, dated 8th Feb. and 11th April 1861.

And whereas another deed of entail, dated the eighth day of February and the eleventh day of April one thousand eight hundred and sixty-one, and recorded in the register of entails the thirtieth day of May one thousand eight hundred and sixty-one, and with warrant of registration thereon in favour of the said Morison Hay Morison in the particular register of sasines, reversions, &c. kept at Perth for the county of Perth, the twenty-first day of April one thousand eight hundred and sixty-two, and also in the books of council and session the twenty-first day of May one thousand eight hundred and sixty-two, was made and granted by the said David Greig and James Blair, junior, the surviving accepting Trustees of the said deceased David Morison, whereby on the recital of the said trust disposition and deed of assumption and the execution of the said deed of entail of the estate of West Errol in favour of the said Morison Hay Morison and the other heirs of entail mentioned in the said trust disposition, and that the Trustees in further implement of the said trust disposition had also invested the following sums in the purchase of the lands and superiorities after mentioned, viz., the sum of nine hundred pounds in the purchase of the lands of Whiteriggs from the trustees of the late James Yeaman Miln, of Murie, the sum of thirty-nine thousand pounds in the purchase of the property or dominium utile of certain parts of the lands and estate of Cupar Grange from Mrs. Susan Murray or Popham, with consent of her husband Admiral Brunswick Lowther Popham, as after mentioned, the sum of one thousand and fifty pounds in the purchase of the superiorities of certain parts of the said lands and estate of Cupar Grange from Sir John Stuart Forbes of Pitsligo, Baronet, Sir Adam Hay of Smithfield and Hayston, Baronet, and the trustees of the late Glas Sandeman, the said whole sums amounting to forty thousand nine hundred and fifty pounds sterling, which with the sum of fifty-three thousand five hundred pounds invested, as above mentioned, in the purchase of the estate of West Errol, amount to a total sum of ninety-four thousand four hundred

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and that room or twelfth part of the said town and lands of Cupar Grange sometime belonging to George Ireland, thereafter to Thomas Ireland, afterwards to John Ireland, son of the said Thomas, and thereafter to George Chalmers, elder and younger of Millhorn, with that pendicle of the said lands called the town and lands of Millhorn, with the mill, mill lands, and pertinents thereof, all lying within the parish of Bendochy, lordship of Cupar, and sheriffdom of Perth; second, all and sundry the following parts and portions of the said lands of Cupar Grange, both property and superiority now consolidated; videlicet, all and whole that twelfth part of all and sundry the town and lands of Cupar Grange, with houses, buildings, yards, tofts, crofts, parts, pendicles, and pertinents of the same, which sometime belonged to James Sutor elder, and James Sutor younger, thereafter to Mr. Crockatt, and thereafter to John Earl of Strathmore, and was purchased from him by the deceased James Meik of Leadcassie; as also all and whole that twelfth part and one third part of a twelfth part of the said town and lands of Cupar Grange, with houses, buildings, yards, tofts, crofts, outsetts, cottaries, and pertinents of the same, which sometime belonged to the deceased John Angus, and thereafter to Patrick Meik of Leadcassie; as also the feu farm of the third part of the said twelfth part of the said lands, with the pertinents, extending to an equal third part of two merks Scots money, and the third part of fifteen bolls, one peck of bear, three bolls well dighted oats, one turse of straw, and twelve capons, payable yearly out of the said third part of the foresaid twelfth part of the said lands; as also all and haill these two twelfth parts of the said town and lands of Cupar Grange, as they were divided in the year one thousand seven hundred and eighty-two, with the houses, buildings, yards, tofts, crofts, parts, pendicles, and pertinents thereof, which sometime belonged to the deceased John Hally and Margaret Oliver his wife, and thereafter to the said Patrick Meik; as also all and whole these two feu farms, each whereof consists of two merks Scots money, fifteen bolls, one peck of bear, three bolls of well dighted oats, one turse of straw, and twelve capons, payable yearly out of these two twelfth parts of the said lands of Cupar Grange, both which afterwards belonged to Doctor Thomas Young, physician in Edinburgh, one twelfth part whereof belonged to the deceased John Ireland, thereafter to James Crichton at Millhorn, and thereafter to Mr. Thomas Gibson of Muirtown, and the other twelfth part belonged to the said deceased James Sutor, elder and younger, and thereafter to the said deceased Patrick Meik; as also all and whole that acre of the lands of Cupar Grange, called the Fisher Acre, lying upon the north part of the tofts of the deceased Andrew Oliver and William Sutor, sometime tenants in

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Nether Town of Cupar Grange, with tofts, crofts, houses, buildings, and yards lying contiguous to the said acre, upon which tofts it shall be lawful to hold and keep a common brewerie with the privileges of the same, and with the pasturage of bestial, and privileges of elding in Monksmyre, and all and sundry other pertinents belonging thereto used and wont, sometime possessed by the deceased William McRaith; as also all and whole the fishings of Cupar Grange upon the waters of Islay and Ericht, in so far as the superiority of the said lands of Cupar Grange does extend, with the privilege and liberty of drawing nets upon the said lands conform to use and wont; all which lands lie within the lordship of Cupar and sheriffdom of Perth, and are particularly described in a charter of confirmation of the property thereof by the commissioners of the said John Bowes, Earl of Strathmore, to the said now deceased Doctor Thomas Young, dated fourteenth and twenty-eighth days of October one thousand seven hundred and eighty-two; third, all and whole the following parts of the said lands and estate of Cupar Grange, both property and superiority now consolidated; viz., all and whole that twelfth part of the said town and lands of Cupar Grange, as the same is now divided and is generally known by the name of Nethertown End room, with the houses, buildings, yards, tofts, crofts, parts, pendicles, and whole pertinents of the same, which room or twelfth part sometime belonged to Patrick Small and John Chalmers, afterwards to Lachlan Coupar, portioner of Cupar Grange, thereafter to his grandson James Coupar, of Lochblair, and thereafter to Mr. George Jamieson, minister of Saint Martin's; and also all and whole that other twelfth part of the said town and lands of Cupar Grange commonly called the Wall Hill room, with houses, buildings, yards, tofts, crofts, parts, pendicles, and pertinents of the same, and with the meadow thereto belonging, and which twelfth part sometime belonged to John Whitson, thereafter to the said Lachlan Coupar, and thereafter to the said Mr. George Jamieson, all lying within the parish of Bendochy, lordship of Cupar and sheriffdom of Perth, as particularly described in a charter of confirmation of the property of the same granted by the tutors of John Earl of Strathmore to the said now deceased Doctor Thomas Young, physician in Edinburgh, dated fourteenth and twenty-eighth days of October one thousand seven hundred and eighty-two; as also all and whole the different shares and proportions of the whole outfield, infield, and haugh grounds of the twelfth part of Over and Nether Cupar Grange, called Mudhall, which are not comprehended and do not lie within the limits and marches of the ground allocated to the said James Whitson in place of his said twelfth part of the said lands by decreet arbitral following

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on a submission and agreement entered into by him and certain other persons for dividing certain towns or parts of the said town and lands of Over and Nether Cupar Grange which lay interjected and runrig; which decreet arbitral is dated the fourth, and with the said submission and agreement registered in the sheriff court books of Perth the twenty-eighth days of April one thousand seven hundred and sixty-four, together with the whole muirs, myres, commonties, privileges, and pertinents, which belonged to the said James Whitson's twelfth share of the said lands of Over and Nether Cupar Grange before the division and allocation before mentioned, with his mansion house, gardens, office-houses, and whole pendicles, cottaries, outsetts, and pertinents thereof, all lying within the parish of Bendochy and shire of Perth, but reserving to the said James Whitson the moss and marle and the privilege of digging and carrying off the same in manner set forth in the said submission and decreet arbitral; which shares or proportions of the twelfth part of Over and Nether Cupar Grange, then called Mudhall, were thereby disponed only in so far as they are part of "All and whole "that other twelfth part of the said town and lands of Cupar "Grange as the same is now divided, with houses, buildings, "gardens, tofts, crofts, outsetts, cottaries, parts; pendicles, and "pertinents whatsoever used and wont belonging to the same, "formerly possessed by James Whitson, portioner of Cupar Grange, "thereafter by James Whitson, his son, and then by James "Whitson, his grandson, and afterwards by James Whitson, his "great grandson, and by their tenants and cottars, lying formerly "within the lordship of Cupar, but now by annexation within the "lordship of and sheriffdom of Perth, as the same "is particularly described in a precept of Clare Constat thereof "granted by the commissioners of the now deceased John Earl of "Strathmore to the said last-mentioned James Whitson as heir "of his said father, of date the fifth and tenth days of January "seventeen hundred and fifty-eight;" but excepting and reserving always from the lands and others above disponed the following parts and portions thereof, that is to say, primo, reserving to Sir Adam Hay, of Smithfield and Haystoune, Baronet, his heirs and successors, those parts and portions all lying contiguous of the town and lands of Cupar Grange, allocated in property to the said James Whitson in lieu of certain portions of his runrig room of Mudhall, agreeably to the decreet arbitral of Patrick Ogilvie at Potento and others, bearing date the fourth day of April one thousand seven hundred and sixty-four, and recorded in the sheriff court books of Perth the twenty-eighth day of the same month and year, videlicet, forty-four acres of the infield ground of Over and Nether Cupar

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Grange bounded as therein mentioned, and those parts and portions of the same lands called the Snab and Panticks on the north of the Water Islay adjacent to the said infield grounds, and those parts and portions of the said lands called the Bog and Inches and Horn of the Bog lying on the south of the Water of Islay, and for and against the said other lands, together with the moss and marle of the Monksmyre which formerly pertained to Mudhall, with a road thereto (but excluding from this reservation the salmon fishings on Islay for and against the said reserved lands), all which lands so reserved and excepted were conveyed in property by the said Doctor Thomas Young and Barbara Gibson his spouse, to James Whitson then of Mudhall, by disposition on or before the third day of January one thousand seven hundred and sixty-five, and have been occupied and possessed ever since by him and his successors or their tenants; secondly, reserving to the said Sir Adam Hay, his heirs and successors, those parts and portions of the heath or commonty of the lands of Cupar Grange lying on the north side of the Monksmyre and drain thereof, from the March of Parkhead westward to that pendicle of Lochblair called Stripside, with the said Monksmyre itself and whole moss and marle of the same, which formerly belonged to the Wallhill and Nethertown End rooms and the two kinkholms connected therewith; as also those pendicles of Cupar Grange called Draffin, and the two pendicles to the east thereof, with the muirs lying betwixt said pendicles and the lands of Lochblair and on the west end of the said Monksmyre, with the teinds of the said lands, but subject to the privilege of the moss and marle of the Monksmyre enjoyed by the said Doctor Thomas Young and the foresaid James Whitson, effeiring to nine rooms of Cupar Grange, all as expressed and conveyed in property to George Oliphant Kinloch of Rosemount, by contract of excambion and disposition betwixt him and the said Doctor Thomas Young and Barbara Gibson, recorded in the books of session the sixth day of February one thousand seven hundred and sixty-seven, and since occupied and possessed by the said George Oliphant Kinloch and his heirs and successors and their tenants; thirdly, reserving to the said Sir Adam Hay, his heirs and successors, that part of the haugh of Cupar Grange, the property of which was set apart and divided from the remainder by march stones and added to the lands of Long Bogs, and divided therewith among the proprietors of Wester Balbrogie, by decreet arbitral of John Donaldson of Elcho and others, dated in February one thousand seven hundred and seventy-nine, and registered in the sheriff court books of Perth the eighth day of March thereafter, and ever since possessed in terms of the said decreet arbitral, as the said parts of the lands and estate

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of Cupar Grange first, second, and third above mentioned are described in a charter of confirmation from the Crown in favour of the said David Greig and James Blair, junior, and the said James Blair and Andrew Reddie, both deceased, as Trustees foresaid, sealed the twenty-sixth day of January one thousand eight hundred and sixty, and also in so far as regards the property or dominium utile of the said lands as the same are described in a disposition by the said Mrs. Susan Murray or Popham, with consent of her husband the said Brunswick Lowther Popham, Esquire, rear-admiral in the Royal Navy, in favour of the said David Greig, and James Blair, junior, and the said deceased James Blair and Andrew Reddie, Trustees foresaid, dated and ratified the ninth day of December one thousand eight hundred and fifty-eight, and recorded in the particular register of sasines at Perth for Perthshire the eighteenth day of January one thousand eight hundred and fifty-nine, and also in a procuratory of resignation ad remanentiam of the said lands executed by the said David Greig and James Blair, junior, surviving Trustees foresaid, in favour of themselves as Trustees foresaid for consolidating the property of the said lands with the superiority thereof vested in their persons as aforesaid by the foresaid charter of confirmation from the Crown and titles therein confirmed, and dated the twenty-seventh day of October and third day of December, both in the year one thousand eight hundred and sixty, and recorded in the particular register of sasines at Perth for Perthshire the seventh day of December one thousand eight hundred and sixty; fourth, as also all and whole the following parts of the said lands and estate of Cupar Grange, being the property or dominium utile thereof, viz., all and whole these two kinkholms or two third parts of a room of the lands of Cupar Grange, with houses, biggings, yards, parts, pendicles, and pertinents thereof, and teinds, parsonage, and vicarage thereof, lying within the parish of Bendochy and sheriffdom of Perth, as the same were possessed by the said James Coupar of Loch Blair and his tenants, and as more fully mentioned in his and his predecessors infeftments of the same; fifth, all and whole the lands of Whiteriggs, with houses, biggings, yards, tofts, crofts, parts, and pertinents thereof, lying within the barony and parish of Errol and shire of Perth, as the said lands of Whiteriggs extending to twenty-one and one half acres or thereby, imperial measure, were then possessed partly by Thomas Bell or Francis Rollo as his assignee, and partly by John Pottie, tenant of Gallowflatt, as more fully described in the disposition of the said lands by the trustees of the late James Yeaman Miln, of Murie, in favour of the Trustees of the said David Morison, dated the twenty-sixth, twenty-seventh, and twenty-eighth days of May one thousand eight hundred and fifty-

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eight, and instrument of sasine following thereon in their favour recorded in the particular register of sasines at Perth for Perthshire the seventh day of September one thousand eight hundred and fifty-eight, and in the foresaid charter of confirmation from the Crown in favour of the said Trustees of the said David Morison; but always with and under the conditions, prohibitions, reservations, exceptions, provisions, and declarations therein-after written, videlicet, under this condition always, that the said Morison Hay Morison, formerly named Morison Hay, and each of the heirs of entail and the husband of each of the female heirs of entail who should succeed to the lands and others before described, should be obliged in all time after succeeding to the said lands and others constantly to use and bear the name and arms of Morison, without prejudice to their using and retaining along therewith any other surname and arms; as also under this condition, that the said Morison Hay Morison and the heirs of entail succeeding in virtue thereof should be obliged to record the said deed of entail in the register of taillies as also in the books of council and session, and also to expede a valid infeftment thereupon in the lands and others before described, or to record the said deed of entail in the general or particular register of sasines in terms of the Act twenty-first and twenty-second Victoria, chapter seventy-sixth, and that within a year and a day after the date thereof, unless the said Trustees should have procured the said deed of entail recorded as aforesaid and completed by infeftment or recorded in the register of sasines as aforesaid; and also under this condition, that the said Morison Hay Morison and the said heirs of entail should take and possess the said lands and others under the disposition in the said deed of entail only and upon no other title whatsoever, and that they should use any other title thereto or to any part thereof which they might happen to acquire as collateral thereto only and for no other purpose whatever; as also under this condition, that the said Morison Hay Morison and the heirs of entail should be obliged to insert the whole foresaid destination in the charters and sasines to follow thereupon, and in all future charters, dispositions, deeds of conveyance, procuratories, and instruments of resignation ad remanentiam, precepts of sasine, decrees of special service, instruments of sasine, and other writs, transmissions, and investitures of the said lands or any part thereof, and likewise to insert in the same the clause authorising registration in the register of tailzies, and the whole conditions, prohibitions, reservations, exceptions, provisions, and declarations therein expressed, or a valid reference to the same in terms of law; and under the conditions, declarations, and prohibitions following, videlicet, under this condition, that the said lands should not be affectable by or subject to

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any courtesies to the husband of the said Morison Hay Morison or to any terces or courtesies to the wife or husband of any of the heirs of entail foresaid, which terces and courtesies were thereby excluded, without prejudice, nevertheless, to the powers therein-after given to grant provisions to the husbands and wives of the heirs of entail to the extent therein-after specified; and under this prohibition, that it should not be lawful to the said Morison Hay Morison or the said heirs of entail foresaid to consent to any special adjudication of the lands before specified; and also under this prohibition, that it should not be lawful to the said Morison Hay Morison or the said heirs of entail to cut down wood within the policy attached to any mansion house erected or to be erected on the said estate, unless in the course of necessary management and thinning, except such trees as had begun to decay; but declaring, as it is thereby specially provided and declared, that an Act passed in the tenth year of the reign of His Majesty King George the Third, 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," and an Act passed in the fifth year of the reign of His Majesty King George the Fourth, intituled "An Act to autho-"rise the proprietors of entailed estates in Scotland to grant provi-"sions to the wives or husbands and children of such proprietors," should be applicable to the said deed of entail in like manner as if the same had been executed prior to the first day of August one thousand eight hundred and forty-eight, and as if the said Acts had not been repealed, and declaring that the powers conferred by the said Acts or either of them upon heirs of entail should and might be exercised by the said Morison Hay Morison, the institute, as well as the heirs called in the said entail; and it is thereby provided and declared, that if any heir of entail succeeding to the said lands should at the time of his succession or at any subsequent period have acquired right otherwise than for an onerous consideration to any claim of debt or charge against the said lands in respect of money expended on improvements by any former heir of entail, such claim of debt or charge should be thenceforth extinguished; and under this provision, that in case the said Morison Hay Morison, or any of the heirs of entail foresaid, should by the contravention of any of the prohibitions or conditions contained in the said entail incur any irritancy or forfeiture of his right to the said lands, and the same should be declared at the instance of the next heir of entail in being for the time, and that thereafter a nearer heir should exist, although descended of the contravener's body, then the remoter heir, who happens to be the next heir in being at the time of the contravention, should be obliged, immediately upon

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the existence of such nearer heir, to denude of the right to the lands in favour of the nearer heir so existing and the heirs thereby called after him, subject to all the conditions, prohibitions, reservations, and provisions of the said deed of entail; reserving nevertheless to such remoter heir so succeeding upon a contravention as aforesaid the free rents of the said lands from the time of his succession until the existence of such nearer heir; but declaring that any provisions to a husband or wife and provisions to children which might have been granted by such remoter heir to affect the said lands or rents thereof should cease and determine upon the said nearer heir coming into existence, and the said lands and rents be from thenceforth absolutely freed and disburdened from the same; and under this provision likewise, that in case adjudication or other real diligence should pass against the lands before described, or any part thereof, for payment of any debt or claim affecting the same, or for payment of any public or other legal burdens, then and in every such case the said Morison Hay Morison and heirs of entail respectively in possession for the time should be obliged to redeem such adjudications and to disburden the said lands thereof, and that within three years from the date thereof, and in case of their failing so to redeem, they should respectively for themselves forfeit their right to the said lands, and the same should descend to the next heir of entail, who should have power to establish such right in the manner therein-after directed, and who, immediately on the lapse of the foresaid three years, should have right to redeem such adjudications in the same manner as if they had been deduced against himself or her-self, and the said Morison Hay Morison, or such next heir of entail, should be obliged to redeem the said adjudications or other real diligence within five years of their respective dates, wherein if he or she fail, he or she should in like manner forfeit all right to the said lands, which should devolve on the subsequent heirs of entail, and it should be in the power of any of them, whether nearer or remoter, immediately to redeem the said adjudications or other diligence, the nearer heir being always preferred to the remoter, and to make up a title to the said lands, as if all the nearer heirs were naturally dead, and the same should descend to the heirs of entail called after the heir, so making up a title by the foresaid destination and course of succession, but always with and under the conditions, prohibitions, reservations, and provisions therein contained, and reserving always the right of any nearer heir to be born after such date, to the same effect as is therein-before provided in regard to the birth of a nearer heir in a case of ordinary contra-vention; and under this provision also, that all contraveners were and should be excluded from the management of the said lands as

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tutors, curators, or administrators in law for the next heirs, or in any other character; and under this provision also, that the said Morison Hay Morison and the said heirs of entail should be bound and obliged to complete a title by obtaining themselves duly entered with the superiors of the said lands, and infeft and seized therein under the said deed of entail within year and day after their succession thereto, and that at the suit of any subsequent heir of entail:

Death of Morison Hay Morison, and succession of John Brown Brown Morison.

And whereas John Brown Brown Morison, of Finderlie in the county of Kinross, and of West Errol and Cupar Grange in the county of Perth, is the only lawful child of the said Mary Niel Hay or Brown deceased, and the said Morison Hay Morison having died, without ever having been married, on the fourteenth day of March one thousand eight hundred and sixty-six, the said John Brown Brown Morison succeeded to the said entailed estates of West Errol and Cupar Grange, and was duly infeft therein, conform to extract decree of special service by the sheriff substitute of Perthshire in his favour, as nearest and lawful heir of tailzie and provision in special of the said Morison Hay Morison in the said entailed estates, dated the fourth and recorded in Chancery on the seventh days of May one thousand eight hundred and sixty-six, and with warrant of registration thereon on his behalf recorded in the said particular register of sasines on the seventeenth day of May one thousand eight hundred and sixty-six:

Children of John Brown Brown Morison.

And whereas the said John Brown Brown Morison is the heir of entail in possession of the said entailed estates, and has issue four children, Guy Edward Brown Morison, Valentine Dudley Ogilvy Brown Morison, Muriel Brown Morison, and Gwendolen Brown Morison, who are all in pupillarity:

Estates of Cupar Grange and West Errol distant from each other, and no mansion house on either.

And whereas the said lands and estate of Cupar Grange are situate at a considerable and inconvenient distance from the said estate of West Errol, and there is no mansion house or suitable site for a mansion house on either of the said estates:

Agreement for purchase of a portion of the estate of Murie which adjoins the estate of West Errol.

And whereas an agreement has been made between the said John Brown Brown Morison and Francis Molison, of Errol, dated the twenty-third day of January and the fourth day of February one thousand eight hundred and seventy-three, for the sale to the said John Brown Brown Morison of a portion of the estate of Murie in the county of Perth, belonging to the said Francis Molison, which adjoins the said estate of West Errol, at the price of fifty thousand pounds, and on the terms and conditions therein mentioned, in the event of the said John Brown Brown Morison obtaining powers to

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sell the said estate of Cupar Grange, and to purchase the said portion of the estate of Murie:

Mansion house on portion of the estate of Murie.

And whereas there is a mansion house on the said portion of the estate of Murie, in which the said John Brown Brown Morison has for some time resided, and which would be a suitable and convenient mansion house for him and the heirs of entail entitled to succeed to him; and the said estate of West Errol, with the said lands of Whiteriggs, and the said portion of the lands of Murie thereto adjoining, would form one compact estate:

Expediency of sale of estate of Cupar Grange, and purchase of portion of estate of Murie in lieu thereof.

And whereas it is expedient and would be for the advantage of the said John Brown Brown Morison and the heirs of entail entitled to succeed to the said estate of West Errol and said lands of Whiteriggs, that the said lands and estate of Cupar Grange, situated in the parish of Bendochy, should be vested in Trustees for the purpose of being sold, and of the proceeds of the sale thereof being applied in or towards the purchase of the said portion of the estate of Murie, and that provision should be made for raising any further sum which may be required for the payment of the price of the said portion of the estate of Murie, and that the said portion of the estate of Murie should be destined, settled, and secured to the said John Brown Brown Morison and the other heirs of entail entitled to succeed to him, in the same order of succession and subject to the same conditions, prohibitions, reservations, exceptions, provisions, and declarations, clauses prohibitory, irritant, and resolutive, as the said lands and estate of Cupar Grange are at present destined, settled, and secured under the deed of entail of the said estate hereinbefore recited, and that all burdens, debts, charges, and incumbrances affecting the said lands and estate of Cupar Grange in the parish of Bendochy should be transferred to and charged upon the said portion of the estate of Murie, and that the Court of Session should have power to authorise the said Trustees to borrow any further sum required as aforesaid, but not exceeding ten thousand pounds, on the security of the said estate of West Errol, the lands of Whiteriggs, and the portion of the said estate of Murie, or any of them, and that the same should form a charge and real burden on the fee of the said estates, or any of them, preferable as regards said portion of the estate of Murie to the debts, charges, and incumbrances last before mentioned; but these objects cannot be effected without the authority of Parliament:

Therefore Your Majesty's most dutiful and loyal subject, the said John Brown Brown Morison, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the

Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows: A.D. 1873.

Interpretation.

1. The expression "the Trustees" in this Act shall mean the Trustees or Trustee appointed by or under the provisions of this Act, and acting for the time in the execution of the purposes of this Act; and the expression "the court" shall mean the Court of Session in Scotland.

Entailed estate of Cupar Grange vested in Trustees for sale.

2. From and after the passing of this Act, the lands and estate of Cupar Grange herein-before described, situated in the parish of Bendochy and county of Perth, shall be and are hereby vested in Major John Wedderburn Ogilvy, of St. Andrews, in the county of Fife, and Thomas Goldie Dickson, chartered accountant in Edinburgh, and the survivor of them, and the heir of such survivor, as Trustees for the purposes of this Act, in fee simple, freed and discharged of and from all the conditions, prohibitions, reservations, exceptions, provisions, and declarations, and clauses prohibitory, irritant, and resolutive, contained in the disposition and deed of entail of the said lands and estate of Cupar Grange herein-before recited, and in the rights, deeds, or infeftments following thereon; but the said lands and estate shall be so vested in them in trust for the uses and purposes herein-after provided.

Trustees to expede and record notarial instrument.

3. It shall be lawful for the Trustees, and they are hereby required within one calendar month from the date of the passing of this Act, to expede and record in the register of sasines and also in the register of entails a notarial instrument in the form or as nearly as may be in the form set forth in Schedule (A.) hereunto annexed.

Vesting of estate of Cupar Grange in Trustees not to affect claims of creditors while so vested.

4. The vesting of the said lands and estate of Cupar Grange in the Trustees as aforesaid shall in nowise affect or prejudice the rights and claims of creditors therein in respect of any existing burdens, debts, charges, and incumbrances thereon at the date of the passing of this Act, and such rights and claims shall be as effectual to the creditors therein in all respects during the period the said lands and estate are vested in the Trustees as they are under the said disposition and deed of entail; but it is hereby provided that upon the said lands and estate of Cupar Grange being sold, and simul ac semel with a disposition or dispositions thereof being delivered to the purchaser or purchasers as herein-after provided, the burdens, debts, charges, and incumbrances specified in Schedule (C.) to this Act annexed shall, as regards the said lands and estate of Cupar Grange, no longer subsist as charges thereon, but shall thereupon for ever cease and determine as charges affecting the

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same; and the price received by the Trustees for the said lands and estate shall, to the extent of the said last-mentioned burdens, debts, charges, and incumbrances, be held by the Trustees for behoof of the respective creditors therein, until the said price shall be re-invested by them in the purchase of the portion of the said estate of Murie by this Act authorised; and it is hereby further provided, that the Trustees shall pay over to the said John Brown Brown Morison, or the heir who but for this Act would be the heir of entail in possession of the said lands and estate of Cupar Grange for the time, all rents and other income received by them from or on account thereof, under deduction of all rates, taxes, and other sums or deductions payable by them in respect thereof.

Estate of Cupar Grange to be sold.

5. The Trustees shall, as soon as conveniently may be after the passing of this Act, sell and dispose of the said lands and estate of Cupar Grange, either in whole or in lots, and by public auction or by private bargain; and if the said lands and estate are sold by public auction notice shall be given of such sale by advertisements inserted in two newspapers published in Edinburgh and one newspaper published in the county of Perth, at least once weekly for three successive weeks previous to the day of sale, and the Trustees may either fix an upset price or upset prices at which the said lands and estate shall be exposed for sale, or for the lots into which the same may be divided, or have a reserved bid or reserved bids for the same respectively; and if the said lands and estate or any part thereof are sold by private bargain, the approval of such sale by the court shall be obtained before the same is carried into effect.

Purchase money may be paid into bank.

6. The price or prices of the said lands and estate of Cupar Grange or any part thereof which may be sold, shall be paid by the purchaser or purchasers free of expense into any of the banks in Scotland incorporated by Act of Parliament or Royal Charter, subject to the orders to be made by the court under the provisions of this Act, in the names of the Trustees, and shall bear the highest rate of interest that can be obtained for the same, and the principal sum or sums so paid in, and the interest thereon, shall be applied in the manner and for the purposes herein-after provided; and the receipt of the treasurer, manager, cashier, or other officer of the said bank shall be a sufficient discharge to the purchaser or purchasers for the sum or sums so paid into the said bank, and the purchaser or purchasers shall not be concerned with nor bound to see to the application of the said sums or any part thereof.

Trustees to grant conveyances to purchasers.

7. The Trustees shall, on such price or prices being paid into the said bank, grant dispositions, conveyances, or other deeds necessary for conveying the said lands and estate of Cupar Grange or any

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part thereof to the purchaser or purchasers of the said lands and estate or of any part thereof; and the dispositions, conveyances, or other deeds to be granted to such purchaser or purchasers shall confer on him or them a valid title in fee simple to the lands thereby conveyed, freed and discharged of the said conditions, prohibitions, reservations, exceptions, provisions, and declarations, and clauses prohibitory, irritant, and resolutive, contained in the deed of entail of the said lands and estate of Cupar Grange, and of the burdens, debts, charges, and incumbrances specified in Schedule (C.) to this Act annexed.

Court of Session may authorise Trustees to uplift money in bank and pay the price of portion of estate of Murie, and also to borrow money on the security of estates of West Errol and Murie, or either of them.

8. The court may, on the application of the Trustees, authorise them to uplift and receive the money so deposited in the said bank, and any interest which may have accrued thereon, and to apply the same in or towards paying to the said Francis Molison or the owner for the time being of the said estate of Murie the said sum of fifty thousand pounds, being the agreed on price of the portion of the said estate of Murie which he has agreed to sell to the said John Brown Brown Morison by the agreement before recited, and any interest which may have accrued thereon in pursuance of such agreement, and in or towards paying the taxed amount of the costs and charges of obtaining this Act and consequent thereon herein-after mentioned; and if the said money so deposited in bank, and accruing interest thereon, are insufficient to meet the said price, interest thereon and expenses, the court may, on the application of the Trustees, authorise them to borrow the sum required to make up such deficiency, but not exceeding the sum of ten thousand pounds sterling, on the security of the said estate of West Errol, the said lands of Whiteriggs, and the said portion of the said estate of Murie, or any of them, other than the mansion house, offices, and policies thereof, and to grant bonds and dispositions in security, and all other deeds necessary for charging the said estates or any of them with the money so borrowed and interest thereon, in such form and manner as may be directed by the court; and the sum so charged shall thereupon form a valid and binding charge and burden upon the fee of the said estate of West Errol, the said lands of Whiteriggs, and the said portion of the estate of Murie, or any of them, as the case may be, other than the mansion house, offices, and policies thereof, preferable in order of ranking, as regards the said portion of the estate of Murie, to the burdens, debts, charges, and incumbrances which under the provisions of this Act shall be charged upon or shall affect the said portion of the estate of Murie; and the said John Brown Brown Morison and the heirs of entail in possession of the said estates or estate upon which the said sum to be borrowed as aforesaid may be charged, shall be bound, each

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during his own possession thereof, to pay at the stipulated terms in each year, and to keep down the interest accruing during their possession respectively of the said estates or estate on the amount so charged thereon; and any person or company lending money to the Trustees for the purposes of this Act shall not be answerable for nor bound to see to the application thereof, or be responsible for any misapplication or non-application thereof.

Conveyance of portion of estate of Murie to the Trustees.

9. On payment to the said Francis Molison, or to the owner of the said estate of Murie for the time being, of the said sum of fifty thousand pounds and any interest which may have accrued thereon in pursuance of the said agreement, the said Francis Molison, or the owner of the said estate of Murie for the time being, shall sell and convey to the Trustees the portion of the said estate of Murie described in Schedule (D.) to this Act annexed, and shall grant a disposition or conveyance and all other deeds necessary for that purpose, and the said disposition or conveyance of the said portion of the estate of Murie shall be duly and immediately registered by the Trustees in the register of sasines.

Charges upon Cupar Grange to be transferred to estate purchased.

10. So soon as the Trustees have recorded in the register of sasines the disposition in their favour of the said portion of the estate of Murie, the burdens, debts, charges, and incumbrances specified in Schedule (C.) to this Act annexed, so far, but in so far only, as at present charged upon and affecting, or which but for this Act might hereafter be made to affect and burden the said lands and estate of Cupar Grange in the parish of Bendochy, and the heirs of entail therein, shall form and admit of being created burdens, debts, charges, and incumbrances upon the said portion of the said estate of Murie described in Schedule (D.) hereunto annexed, and the heirs of entail to be specified in the entail of the said portion of the estate of Murie after mentioned, in the same manner and to the same effect in all respects as the said burdens and others are now charged upon and affect, or might but for this Act have been made to affect and burden, the estate of Cupar Grange in the parish of Bendochy, and the heirs of entail therein, but which burdens and others shall be postponed always in order of ranking on the said portion of the estate of Murie to the sum to be borrowed as aforesaid and the burden to be created therefor.

Trustees to execute deed of entail of portion of estate of Murie.

11. The Trustees shall, immediately after the granting and registration of the said disposition or conveyance of the said portion of the said estate of Murie in their favour, make and execute a disposition and deed of entail, by which the said portion of the said estate of Murie described in Schedule (D.) hereunto annexed shall be conveyed to the said John Brown Brown Morison and the other heirs

of entail contained or referred to in the deed of entail of the said lands and estate of Cupar Grange, and with and under the same conditions, prohibitions, reservations, exceptions, provisions, and declarations, and clauses prohibitory, irritant, and resolutive, as are contained therein; and the said disposition and deed of entail shall be granted under burden of the sum of money to be borrowed as aforesaid, and under burden also of the burdens and others which under the provisions of this Act shall be charged upon or shall affect the said portion of the estate of Murie, and such disposition and deed of entail shall previous to its execution be approved by the court, and shall be executed and recorded in the manner prescribed by the court.

Application of surplus, if any, of the price received for estate of Cupar Grange.

12. If there shall remain any surplus of the price to be received for Cupar Grange and interest thereon as aforesaid, after paying therefrom the foresaid price of the said portion of the estate of Murie and interest thereon and taxed costs, such surplus, if not exceeding two hundred pounds, shall be paid by the Trustees to the heir of entail in possession of said lands of West Errol, Whiteriggs, and said portion of the estate of Murie, for his own use and behoof; and if such surplus shall exceed the sum of two hundred pounds, the Trustees shall pay the same into any of the banks in Scotland incorporated by Act of Parliament or Royal Charter, to the intent that such surplus shall be applied, under the authority of the court and on the petition of the party entitled at the time to the rents and profits of the said lands of West Errol, Whiteriggs, and said portion of the estate of Murie, to some one or more of the purposes specified in section sixty-seven of "The Lands Clauses Consolidation (Scotland) Act, 1845," with reference to moneys deposited in bank; and until the money so deposited can be so applied, it shall be retained in bank at interest, and the interest thereof shall from time to time, under the like order, be paid to the party entitled for the time to the rents and profits of the said lands.

Heirs of entail empowered to charge portion of estate of Murie with improvement debt in place of estate of Cupar Grange.

13. Whereas the said John Brown Brown Morison, heir in possession of the said lands and estate of Cupar Grange, has obtained a decree from the Court of Session, dated the twenty-sixth day of March one thousand eight hundred and seventy-three, for expenditure upon improvements made by him on the estate of Cupar Grange, including the lands of Whiteriggs situated within the barony and parish of Errol and shire of Perth, for the sum of one thousand three hundred and sixty-seven pounds nine shillings and eightpence sterling, in virtue of which he is entitled in terms of the provisions of the Act eleventh and twelfth Victoria, chapter thirty-six, to charge the said lands and estate in terms of the said decree by granting a

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bond or bonds of annual rent corresponding to and calculated, in terms of the statutes, upon the said sum over the said entailed estate of Cupar Grange and Whiteriggs, or in his option a bond and disposition or bonds and dispositions in security over the same, for two third parts of the said sum: And whereas with reference to the provisions of this Act in regard to the sale of the said lands and estate of Cupar Grange, and the purchase of the said portion of the estate of Murie in lieu thereof, it is desirable and expedient that the said powers, so far as applicable to the said lands and estate of Cupar Grange, should be made to apply to and be transferred to the said portion of the said estate of Murie: It shall be lawful for the said John Brown Brown Morison, or the heir in possession of the said last-mentioned estate for the time, at any time after the disposition and deed of entail thereof shall have been executed by the Trustees and recorded as provided by this Act, to execute a bond or bonds of annual rent in ordinary form in terms of the said statutes, corresponding to and calculated upon the said sum of one thousand three hundred and sixty-seven pounds nine shillings and eightpence, over the said portion of the said estate of Murie, and over the said lands of Whiteriggs; or otherwise, in the option of the said John Brown Brown Morison, or the heir in possession as aforesaid, a bond or bonds and dispositions in security, in ordinary form, in terms of the said statutes, over the said portion of the said estate of Murie and the said lands of Whiteriggs for two thirds of the said sum of one thousand three hundred and sixty-seven pounds nine shillings and eightpence; and which bond or bonds of annual rent, or bond or bonds and dispositions in security so to be granted (as the case may be) shall come in lieu and place of such bond or bonds of annual rent or bond or bonds and dispositions in security as are authorised to be granted over the said lands and estate of Cupar Grange and Whiteriggs by the said decree, and which bond or bonds of annual rent or bond or bonds and dispositions in security hereby authorised to be granted shall in all respects be as valid and effectual to the creditors therein, and to all intents and purposes, as charges upon the said portion of the estate of Murie and the said lands of Whiteriggs, as if the same had been granted over or charged upon the said lands and estate of Cupar Grange and Whiteriggs as authorised by the said decree.

New Trustees may be appointed.

14. If the Trustees or any of them shall die or be desirous to be discharged from, or shall become incapable to act in the trusts hereby in them vested at any time before the said trusts shall have been fully executed, then and in any of these cases, and when and so often as the same shall happen, it shall be lawful for the court, upon the application of the Trustees or any of them, and in case of

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the failure of the Trustees, then upon the application of the heir of entail in possession under the said disposition and deed of entail hereby directed to be executed, to appoint any fit person or persons to be a Trustee or Trustees for the purposes aforesaid in the place of the said Trustees or any of them who shall die or may desire to be discharged, or have become incapable of acting as aforesaid; and if the Trustees so to be appointed or any of them shall die or be desirous of being discharged or become incapable of acting as aforesaid, the court may, upon the application of the Trustees or any of them, or in the event of their failure on the application of the said heir of entail in possession, appoint a fit and proper person or persons to be a Trustee or Trustees for the purposes aforesaid in their place.

On appointment of new Trustees portion of estate of Murie to vest in them for purposes of Act.

15. So often as any new Trustee or Trustees shall be appointed as aforesaid, the said portion of the said estate of Murie described in Schedule (D.) hereunto annexed, shall thereupon become legally and effectually vested in the surviving or continuing Trustee or Trustees (if such there be) jointly with such new Trustee or Trustees, or wholly in such new Trustee or Trustees in case of there being no such surviving or continuing Trustee or Trustees, and the survivors or survivor of them, and the heir of such survivor, upon the trusts and to and for the same uses, intents, and purposes, and with, under, and subject to all the powers and authorities by this Act given and conferred upon the Trustees named herein; and the court in appointing a new Trustee or Trustees shall declare the portion of the said estate of Murie described in the said Schedule (D.) to be vested in such new Trustee or Trustees in terms of this Act, and the Act and decree of the court shall be registered in the register of sasines, and such new Trustee or Trustees shall possess all the powers conferred upon or competent to the Trustees named in this Act.

Majority of Trustees to be a quorum.

16. The majority of the Trustees named herein, or who may be appointed as aforesaid, while more than two survive or continue to act, shall be a legal quorum for carrying into execution all the purposes of this Act; and in the event of there being only one of such Trustees at any time surviving and acting, such Trustee shall at all times have full power to act by himself alone in the execution of the said Trust.

Power to appoint factors, &c.

17. It shall be in the power of the Trustees to appoint factors, stewards, receivers, and agents for carrying out the trust purposes hereby authorised, and for transacting all business in connexion therewith, and for the management of the said portion of the said estate of Murie described in Schedule (D.) hereunto annexed, such

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Trustees taking sufficient security from such factors, stewards, receivers, and agents for the faithful execution of his or their office before he or they shall be allowed to enter upon the exercise thereof.

Costs and charges of this Act, &c. to be taxed and paid under the authority of the Court of Session.

18. The costs and charges of applying for and obtaining this Act and incidental thereto, as well as those to be incurred by the Trustees in effecting the sales and purchase hereby authorised, and of carrying into effect the purposes of the trust created by this Act, and of obtaining their own discharge, including all expenses which may be incurred in any applications or proceedings which it may be necessary to make or institute before the court, shall be taxed and ascertained according to the practice of the court as between solicitor and client, and the amount of such costs and charges shall, under the authority of the court, be provided for and paid in manner before mentioned.

Court of Session may discharge Trustees.

19. After having received and applied the said moneys in manner above provided, and carried the whole purposes of this Act into effect, it shall be in the power of the Trustees to apply by petition to the court for a discharge and exoneration of their actings and intromissions, and the court is hereby required to order production of the accounts of the said Trustees, and after consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of their said actings and intromissions in the trust hereby created.

Heirs of entail entitled to benefit of general Acts, notwithstanding passing of this Act.

20. The said John Brown Brown Morison and the heirs of entail entitled to succeed to him in the said entailed estate of West Errol and the said portion of the estate of Murie hereby directed to be entailed, shall, notwithstanding anything in this Act contained, be entitled to avail themselves of all the benefits and privileges conferred upon heirs of entail by any public Act now in force, and in particular by the Acts eleventh and twelfth Victoria, chapter thirty-six; sixteenth and seventeenth Victoria, chapter ninety-four; twenty-third and twenty-fourth Victoria, chapter ninety-five; and thirty-first and thirty-second Victoria, chapter eighty-four.

Heirs of entail not to incur irritancy or forfeiture by reason of executing deeds under this Act.

21. The said John Brown Brown Morison or the heir of entail in possession of the said estate of West Errol and the portion of the said estate of Murie hereby directed to be entailed, for the time, shall not incur any irritancy or forfeiture for or by reason of executing any bond of annual rent, bond and disposition in security, bond of corroboration, or other deed whatever, which may be directed or be deemed necessary to be executed under the authority ofthis Act.

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Procedure in applications to Court of Session.

22. All applications to the court under the provisions of this Act, shall in the first instance be brought before the Junior Lord Ordinary officiating in the Outer House, and may be dealt with and disposed of by him in the same manner and with the same powers as applications to the court may be dealt with and disposed of under the provisions of the Act twentieth and twenty-first Victoria, chapter fifty-six, intituled "An Act to regulate the distribution of business "in the Court of Session in Scotland;" and the Court of Session, in either of its divisions, shall have the same jurisdiction and powers in regard to all applications under this Act as it has in regard to applications regulated by the Act last above mentioned.

Saving clause.

23. 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 creditors in the burdens, debts, charges, and incumbrances specified in Schedule (C.) to this Act annexed, charged upon or affecting the said lands and estate of Cupar Grange, and the said John Brown Brown Morison, and all and every the other heirs of entail entitled by virtue of the said recited deed of entail of the said lands and estate to succeed thereto, all such right, title, interest, claim, and demand whatsoever in, to, or out of the said lands and estate or the moneys to accrue by the sale thereof 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 passed.

Act as printed by Queen's printers to be evidence.

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

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SCHEDULE (A.)

Form of Notarial Instrument.

At there was by (*or* on behalf of) Major John Wedderburn Ogilvy, of St. Andrews, in the county of Fife, and Thomas Goldie Dickson, chartered accountant in Edinburgh, presented to me, notary public subscribing, an Act of Parliament passed in the thirty-sixth and thirty-seventh years of the reign of Her Majesty Queen Victoria, caput , intituled "An Act for vesting "the lands and estate of Cupar Grange in the county of Perth in "Trustees, for the purpose of being sold, and for the purchase of "other lands to be entailed; and for other purposes," by which Act the said lands and estate of Cupar Grange, situated in the parish of Bendochy and shire of Perth, as fully set forth and described in the preamble to the said Act and in the disposition and deed of entail thereof dated the eighth day of February and the eleventh day of April one thousand eight hundred and sixty-one, and recorded in the register of entails the thirtieth day of May one thousand eight hundred and sixty-one, and with warrant of registration thereon in favour of Morison Hay Morison in the particular register of sasines, reversions, &c. kept at Perth for the county of Perth, the twenty-first day of April one thousand eight hundred and sixty-two, and also in the books of council and session, the twenty-first day of May one thousand eight hundred and sixty-two, made and granted by David Greig, of Tillyrie, and James Blair, junior, sometime assistant accountant in the office of the Perth Banking Company at Perth, afterwards secretary and treasurer of the bank of Bombay, the surviving and accepting Trustees of the deceased David Morison, sometime Lord Provost of the city of Perth, in favour of the said Morison Hay Morison, and the heirs of entail therein mentioned, are vested in the said John Wedderburn Ogilvy and Thomas Goldie Dickson, and the survivor of them, and the heir of such survivor, as Trustees for the purposes of the said Act, in fee simple, freed and discharged of and from all the conditions, prohibitions, reservations, exceptions, provisions, and declarations, and clauses prohibitory, irritant, and resolutive, contained in the said disposition and deed of entail, and in the rights, deeds, or infeftments following thereon, in trust for the uses and purposes by the said Act provided and declared, but subject to the provision and declaration contained therein, that the vesting of the said lands and estate in the said Trustees should

in nowise affect or prejudice the rights and claims of creditors in respect of any existing burdens, debts, charges, and incumbrances thereon at the date of the passing of the said Act, and that such rights and claims should be as effectual to the creditors therein, in all respects, during the period the said lands and estate are vested in the said Trustees as they were under the said disposition and deed of entail, but that upon the said lands and estate being sold by the said Trustees, as provided by the said Act, all such burdens, debts, charges, and incumbrances should as regards the said lands and estate of Cupar Grange no longer subsist as charges thereon, but should thereupon for ever cease and determine as charges affecting the same. Whereupon this instrument is taken in the hands of *A.B.*, notary public, in terms of the said Act. In witness whereof these presents, written on this and the preceding pages by *C.D.*, my clerk, are subscribed by me in presence of the said *C.D.* and *E.F.*, also my clerk, the day of one thousand eight hundred and seventy-three.

C.D., witness.
E.F., witness.

A.B., Notary Public.

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SCHEDULE (B.)

RENTAL OF THE LANDS AND ESTATE OF CUPAR GRANGE, IN THE PARISH OF BENDOCHY AND COUNTY OF PERTH, HEREIN-BEFORE DESCRIBED.

Possession.	Tenant and Occupier.	Rent or Annual Value. £ s. d.
Part of farm of Cupar Grange and Ryehill - - -	John Brown Brown Morison -	687 0 0
Part of farm of Southfield -	Ditto - -	
Part of farm of Ryehill and Mills	William and James Fullarton -	437 8 8
Farm of Millhorn - -	Ralph and James Whillis	140 0 0
Cupar Grange House - -	George Patullo - -	15 0 0
Farm of Mayriggs and Southfield	James and William West	151 0 0
Small farm at Mayriggs - -	Thomas Stewart - -	45 18 9
Smithy, house, and garden, at Cupar Grange - -	John Falconer - -	6 0 0
Wright's house, shop, and land at ditto - -	William Crammond -	14 0 0
Cottar house - - -	Unlet - - - -	2 0 0
Woods - - -	John Brown Brown Morison -	20 0 0
Feu duty from Trustees of Mr. Smith of Balharry for lands north and east of Ericht - - - - - -		10 0 0
		£1,528 7 5

Robert Elliot.
James Ritchie.

SCHEDULE (C.)

BURDENS ON THE LANDS AND ESTATE OF CUPAR GRANGE, IN THE PARISH OF BENDOCHY AND COUNTY OF PERTH.

1. Bond of annual rent, dated thirtieth October one thousand eight hundred and sixty-five, in favour of the Colonial Life Assurance Company incorporated by Act of Parliament, granted by Miss Morison Hay Morison, institute of entail in possession of said lands, whereby, in virtue of the entail statutes, she obliged herself and the heirs of entail succeeding to her in the lands of Cupar Grange to pay to the said Colonial Life Assurance Company and their assignees whomsoever an annual rent of forty-nine pounds three shillings and threepence yearly during so much of the period of twenty-five years from twentieth July one thousand eight hundred and sixty-five, as remained unexpired at the date of said bond.

NOTE.—The lands of Whiteriggs, in the parish of Errol, are also contained in the above bond and burdened thereby.

2. Bond of annuity and provision, dated nineteenth May one thousand eight hundred and sixty-six, and recorded in the particular register of sasines for Perthshire on thirtieth November one thousand eight hundred and seventy, granted by John Brown Brown Morison, Esquire, whereby in virtue of the powers conferred by the Act fifth George IV., cap. eighty-seven, and in implement of an obligation in his marriage contract, he in the first place provided a free yearly annuity of nine hundred pounds sterling to Mrs. Eve Magdalene Waugh or Morison, his wife, in case she should survive him, payable at the terms and with penalty and interest in case of failure as therein mentioned, to be uplifted and taken, the said annuity furth of, inter alia, the said lands of Cupar Grange, and in the second place bound and obliged himself, the said John Brown Brown Morison and the heirs of entail succeeding to him in, inter alia, the said lands of Cupar Grange, to make payment of the provisions following to the child or children to be procreated of the marriage between him and his said wife, who should be alive at his death and should not succeed to the said lands, and to the representatives of those children who should predecease him claiming right by virtue of special settlement by marriage contract, such provisions bearing interest in terms of the said statute and being payable one year after the death of the said John Brown Brown Morison, viz., if there should be one such child the sum of two thousand seven

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hundred pounds, if two such children five thousand four hundred pounds, and if three or more such children eight thousand one hundred pounds; but under all the conditions and provisions and subject to the restrictions and limitations contained in the said statute.

Note.—The lands of Wester Errol and Whiteriggs, in the parish of Errol, are also contained in the above bond of annuity and provision and burdened thereby.

SCHEDULE (D.)

Lands forming Part of the Estate of Murie to be purchased and entailed.

All and whole the following parts and portions of the estate of Murie, in the parish of Errol and county of Perth, viz.:—All and whole (first) that part of the estate lying north of the public road between Perth and Errol, excepting forty-two acres and three hundred and seventy-one thousandth parts of an acre of the farm of Mains of Errol, lying on the north side of the said road, separated from the rest of the said part of the estate of Murie south of the said road by the hedge and line of trees dividing the said forty-two acres and three hundred and seventy-one thousandth parts of an acre from the pendicle at present occupied by Joseph Scott, wright, so far as that pendicle extends northwards, and thence by a line running eastwards in continuation of the south wall of Murie Orchard to a point fixed by a straight line running south, in continuation of the western boundary hedge of the Errol Park Deer Park, and which forty-two acres and three hundred and seventy-one thousandth parts of an acre are to remain the property of the said Francis Mollison; (second), all and whole that part of the estate of Murie, on the south side of the said public road between Perth and Errol, viz., that part of the Mains of Errol, consisting of twenty-one acres and seventy thousandth parts of an acre, to be divided from the rest of that farm on the east by a line commencing at a point on the south side of the said public road opposite the east end of the plantation through which the avenue to Murie House runs, and which line runs southwards at right angles to said public road for a distance of seventy yards, thence turns westwards at right angles for a distance of thirty-seven yards until it is opposite the centre of the entrance and avenue to Murie House, then again

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turns southwards at right angles until it reaches the farm road running west from Mains of Errol Steading delineated on the maps of the ordnance survey, and on the south bounded by the north side of the said farm road and a straight line running west to a march stone between the farms of Mains of Errol and Mains of Murie, as at present occupied by the tenants, and on the west by the Mains of Murie after mentioned; and also that part of the said Mains of Murie occupied by Mrs. Thomson, consisting of forty-one acres and four hundred thousandth parts of an acre lying on the south side of said public road, but only so far as the black land extends to the foot of the hill and commencement of the level land to be divided from the remainder of the said Mains of Murie on the south, which is to remain the property of the said Francis Mollison, and which estate of Murie of which the portions above described are parts is described in the rights and titles thereof as follows; viz., all and whole the lands and estate of Murie, comprehending all and whole the lands of Murie, with the manor place, houses, biggings, yards, orchards, tofts, crofts, fishings, annexis, connexis, tenants, tenandries, and services of free tenants, parts, pendicles, and pertinents thereof whatsoever; as also all and whole the dominical lands of Errol, with houses, biggings, yards, orchards, parts, and pertinents thereof whatsoever, together with the whole acres and riggs and butts pertaining to the said dominical lands of Errol, as well property as superiority thereof, with free ish and entry, and hail other privileges thereto belonging used and wont, excepting always therefrom that small portion of the said lands called Newlands sold by the Trustees of the deceased James Yeaman Miln, Esquire, of Murie, to the Trustees of the late Thomas Davidson, writer in Dundee, and excepting also from the said lands and estate the burial ground in the churchyard at Errol belonging or appertaining to the said lands and estate, excepting also those parts and portions of the said lands acquired by the Dundee and Perth and Aberdeen Railway Junction Company, as also with the teinds, parsonage, and vicarage of the said lands lying within the parish of Errol and shire of Perth.

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SCHEDULE (E.)

Rental of Lands forming Part of the Estate of Murie described in Schedule (D.)

Possession.	Tenant and Occupier.	Rent or Annual Value.		
		£	s.	d.
Mansion house of Murie, office houses, &c. - - -	John Brown Brown Morison - -	170	0	0
Orchard - - - -				
Grass parks - - -				
Cottage - - - -	Proprietor - - -	10	0	0
Woodland pasture - -	John Peebles, Woodside	12	10	0
Park and cottage - -		40	0	0
Farm of North Mains of Murie -		180	0	0
Wright shop and pendicle -	Joseph Scott, wright -	40	0	0
Pendicle at Muirside - -	George Christie - -	30	0	0
Farm of Mains of Murie - -	D. C. Thomson's trustees	716	4	0
Farm of Woodside of Murie and cottages - - -	John Peebles, Woodside	122	10	0
Muirside and part of Murie Home Farm - - - -	Charles Christie - -	270	17	6
Cottage and pendicle at Muirside -	Alexander George's heirs	5	0	0
Murie pendicle - - -	Peter Murray - -	6	0	0
Murie pendicle - - -	John Spankie - -	6	0	0
Murie pendicle - - -	Widow Ann Bell's heirs	6	0	0
Cottage and pendicle at Muiredge	Peter Whitelaw - -	6	0	0
Roadside cottage and shop -	Alexander George, junior	4	10	0
Murie pendicles and cottages -	Various, under 4*l.* -	9	0	0
Murie parks - - -	D. C. Thomson's trustees	141	5	0
		£1,775	16	6

Robert Elliot.
James Ritchie.

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