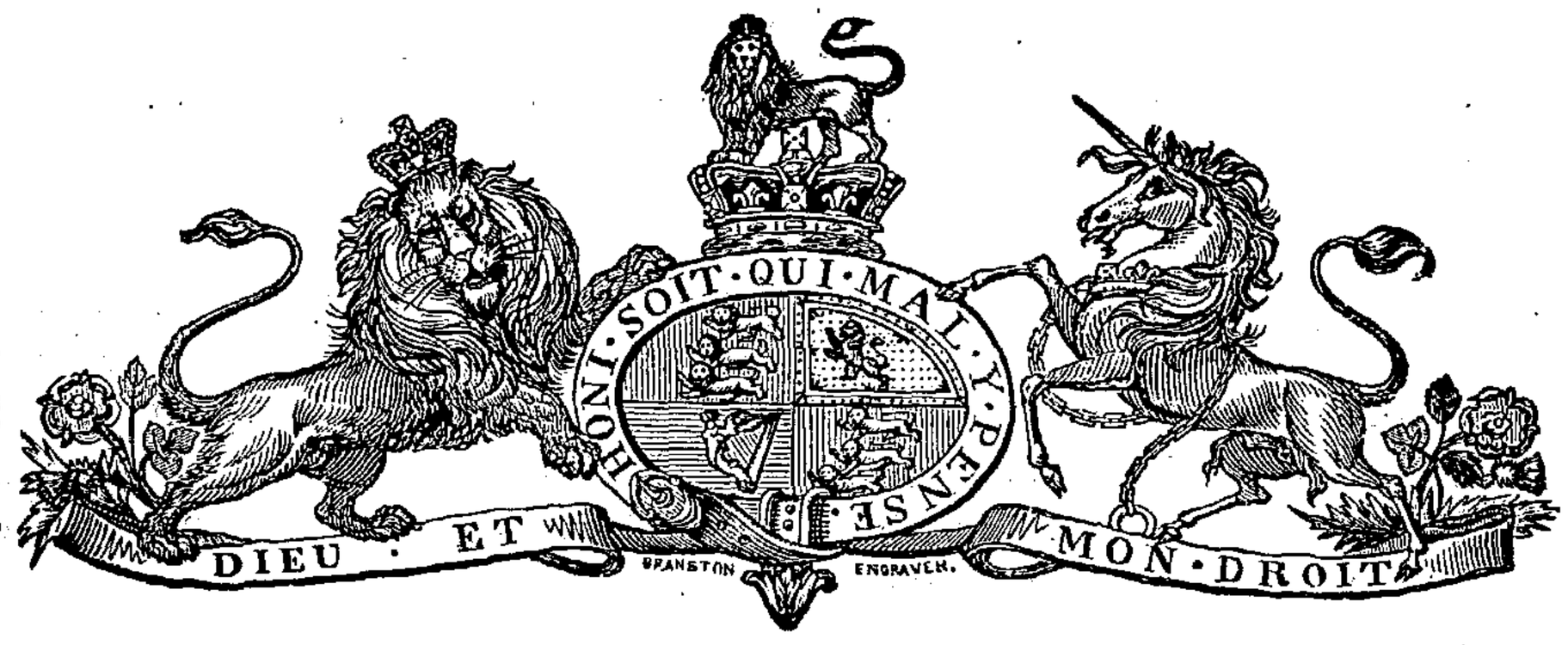


ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

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foresaid Lands and Teinds respective, lying within the Parochin of *Liff* and Sheriffdom of *Forfar;* and likeways all and haill these Crofts called the Field of *St. Katharine*, some Time occupied and possessed by *John Cuban*, with these Houses, Tofts, and Crofts, lying in the new Street, some Time occupied by *David Donaldson*, lying within the Lordship of *Coupar* and Sheriffdom of *Perth* foresaid, and which Towns, Lands, Tofts, Crofts, Teinds, and others before mentioned were all, with certain other Lands, united, erected, created, and incorporated in an whole and free Barony called the Barony of *Gray ;* as also all and haill that Part and Portion of the Lordship and Barony of *Scone*, commonly called the East Lordship of *Scone*, comprehending thereintill the Lands and others underwritten, *videlicet*, all and haill the Town and Lands of *Kirktowne* of *Liff*, with the Brewlands, Bridge House, and Corn Miln thereof, with the Multures and Sequels of the said Miln, and the foresaid Lands of *Nether Liff*, and the Lands of *Easter Liff*, *Wester Gourdie*, *Middle Gourdie*, and *Easter Gourdie*, *Pitelpie*, *Dryburgh*, *Blackness*, *Balgay*, *Balgartney*, *Logie*, *Easter Invergourie*, *Wester Invergourie*, with the Corn Miln and Waulk Miln thereof, *Denmill*, *Sandicroft*, and *Dargues*, all lying within that Part of the said Lordship of *Scone* called *Angus*, and with the sundry Castles, Towers, Fortalices, Woods, Fishings, Tenants, Tenandries, and Service of free Tenants thereof, some Time pertaining to the Temporality, Patrimony, and Property of the Abbacy and Lordship of *Scone*, with the whole Jurisdictions and Privileges of the Lands beforementioned, in so far allenarly as can extend thereto, with the Wards, Reliefs, and whole other Escheats, Accidents, and Casualties whatsoever arising from the Jurisdictions above written, with the Advocation, Donation, and Right of Patronage of the Paroch Kirk and Parochin of *Liff*, lying within the said Parochin of *Liff* and Sheriffdom of *Forfar ;* as also all and haill the Town and Lands of *Benvie*, with the Miln of *Benvie*, Miln Lands, Multures, Sucken, and Sequels thereof, with Houses, Biggings, Annexis, Connexis, Parts, Pendicles, and Pertinents thereof, with the Advocation, Donation, and Right of Patronage of the Paroch Kirk and Parochin of *Benvie*, lying within the said Parochin of *Benvie* and Sheriffdom of *Forfar ;* and also all and haill the Lands and Estate of *Kinfauns* after described, *videlicet*, all and haill the Lands and Barony of *Kinfauns*, comprehending all and sundry the Lands and Barony of *Kinfauns* and *Pitsindie*, with the Tower, Mansion House, Manor Place, Houses, Buildings, Gardens, and Orchards of the same, called *Over Kinfauns*, and other Pendicles of the same ; all and sundry the Lands of *Tulliehow*, *Hagieshall*, and *Windyedge*, *Muirhall*, called *Over Mains of Pitsindie*, *Kingswalls*, with the Miln Lands, Milns, Multures, and Sequels of the same, and all Parts, Pendicles, Cottaries, Dependencies, Annexis, Connexis, and Pertinents of the same whatsoever, with the Fishings of Salmon and other Fishes in the Water of *Tay*, Tenants, Tenandries, and Service of free Tenants, and all their Pertinents whatsoever, lying within the Sheriffdom of *Perth*, of old united into one whole and free Barony called the Barony of *Kinfauns*, together with the Heritable Office of keeping the said Water of *Tay* upon both Sides of the same within the whole Bounds thereof, beginning from that Part of it called *Drumley Sands* even to the Summit and Head of the said Water, and all other Waters, Rivers, and Rivulets running and falling into the said Water of *Tay* within the whole Bounds thereof

thereof upon both Sides of the same, with the Power of investigating and seizing all Fishers and others whatsoever whom they shall happen to find or apprehend fishing or taking Smaults, Kipper, or Salmon, with Cruives or any other Way, within any Part of the said Bounds in forbidden Time, with Power of appointing, beginning, fixing, affirming, and holding a Court or Courts, One or more, upon any Part of the Lands adjacent to the said Water of *Tay*, or to whatever other Waters, Rivers, and Rivulets falling and running into the said Water upon both Sides of the said Waters, Rivers, and Rivulets, for investigating, fining, amerciating, and punishing the Takers of the said Smaults, Kipper, and Salmon in any Part of the said Bounds in forbidden Time, and when need bees continuing the Courts, calling Absents, adjudging Fines, of uplifting the Fines and Escheats of the said Courts, and applying them to their own proper Use, and, if it should be necessary, to poind and distrainzie for the same, and of creating, constituting, swearing, exonering, placing, and displacing, as they should see fit, Deputes, One or more, in said Office, with Clerks, Serjeants, Dempsters, and other necessary Officers and Members of Court, and with all and sundry other Privileges, Liberties, Immunities, Fees, and Duties pertaining and belonging to the said Office, and particularly with the Fee of One Salmon yearly to be taken and received in all Time coming from every Boat that shall happen to take Salmon in the said Water of *Tay* upon either Side thereof within the Bounds above written, or in any other Waters, Rivers, or Rivulets running and falling into the said Water of *Tay* within the whole Bounds thereof upon both Sides of the same, or in any Part thereof, also with special Power of escheating and applying to their own proper Uses the whole Smaults, Kipper, and Salmon that should happen to be taken in forbidden Time in the Waters, Rivers, and Rivulets above mentioned, and summoning and prosecuting the Takers thereof, criminally or civilly, as to them should seem meet, and also of making and constituting Acts, Statutes, and Constitutions for the Observation and keeping of the Waters, Rivers, and Rivulets above specified, and the Fishings thereof, in all Time coming, as to them should seem expedient, and of punishing the Transgressors thereof; and all and whole the Lands of *Kirkton* of *Kinfauns*, as well the sunny as shadow Half thereof, with the Houses, Buildings, Gardens, Orchards, Mansion House and Manor Place built upon the same, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof, lying within the said Barony of *Kinfauns* and Sheriffdom foresaid, with the Liberty and Privilege of building and constructing a Miln or Milns, One or more, upon any Part of the said Lands, as to them should seem proper, and of binding and astricting the said Lands, and Corns growing thereupon, to the said Miln or Milns, One or more, and the Corns thereof to be grinded in the said Milns or in any other Milns, as they should see proper, all and singular which Lands, Baronies, Office, and others foresaid in the Estate of *Kinfauns* were of old united into one Barony called the Barony of *Kinfauns*; and also all and whole the Barony of *Craigtoun*, comprehending all and sundry the Lands, Teinds, and others after mentioned, *videlicet*, all and whole the Lands of *Craigtoun*, with the Brewseat and Brewlands of the same, with the Fishings of the said Lands commonly called *Pilgartheugh*, *Cambuspool*, and *Cruike*, with

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all other Fishings, as well Salmon as other Fishes, in the Water of *Tay*, which pertained of old to the Abbacy of *Scone*, between the Wood Dyke of *Kinnoul* and the Limits or Bounds of the Lands of *Little Seggieden*, in all Parts between the said Lands of *Craigtoun*, with the Pertinents of the same, lying within the Lordship of *Scone* and Sheriffdom of *Perth* aforesaid, alongst with the Parsonage Teinds, and Teinds of Salmon and other Fishes, of the said Lands of *Craigtoun*, with the Brewseat and Brewlands thereof, and their Pertinents, and the foresaid Fishings thereof now called *Pilgartheugh*, *Cambuspool*, and *Cruike*, and all other Fishes in the said Water of *Tay* within the Bounds immediately above written, and in all Parts within and nigh the said Lands of *Craigtoun*; and also all and sundry the Parsonage Teinds, and Teinds of Salmon and other Fishes, of all and singular the said Lands and Barony of *Kinfauns*, comprehending the Lands and others after mentioned, *videlicet*, of all and whole the foresaid Lands and Barony of *Kinfauns* and *Pitsindie*, with the Mansion House, Manor Place, Houses, Buildings, Gardens, and Orchards thereof, *Over Kinfauns*, and other Pendicles of the same; all and sundry the foresaid Lands of *Tullihow*, *Hagieshall*, *Muirhall*, *Windyedge*, *Over Mains of Pitsindie*, *Kingswells*, with the Miln and Miln Lands, Multures, and Sequels thereof, with all and sundry Parts, Cottaries, Annexis, Connexis, Dependencies, and Pertinents whatsoever, with the Fishings of Salmon and other Fishes in said Water of *Tay*, Tenants, Tenandries, and Services of free Tenants, and all their Pertinents whatsoever, lying within the said Sheriffdom of *Perth*; all and sundry the Parsonage Teinds of the said Lands of *Kirktown* alias *Kirkstyle of Kinfauns*, with all their Parts, Pendicles, and Pertinents, and all and sundry Teinds of Salmon and other Fishes of the Fishings of *Inchyra*, *Striplestock*, *Ribnadeep*, and of all other Fishings belonging to the said Lordship of *Scone* which lie and are comprehended between the said Wood Dyke of *Kinnoul* and the Town of *Inchyra*, which Lands of *Craigtoun*, with the Brewseat and Brewlands, Fishings and Teinds of the same, were all united, created, and incorporated into one whole and free Barony called the Barony of *Craigtoun*; all and haill the Fishings of *Stockgarth* and *Langlaw*, with the Pertinents, lying upon the said Water of *Tay* and Sheriffdom of *Perth*; as also all and haill the Lands of *Goukton* and *Ribney*, Annexis, Connexis, and Dependencies thereof whatsoever, with the Fishings of Salmon and other Fishes in the said Water of *Tay* lying contiguous to the said Lands of *Ribney* and Teinds thereof, with all other Pertinents whatsoever which are proper Parts and Pertinents of the said Barony of *Kinfauns*, lying within the said Sheriffdom, as for Principal, and all and sundry the Lands and others underwritten, *videlicet*, all and whole the Five Pound Land of *Balthayoch*, lying within the Barony of *Kinnoul* and Sheriffdom of *Perth* foresaid, and all and haill the Lands of *Nether Balmyles* and *Potento*, lying within the Barony of *Ardblair*, Parish of *Meigle*, and Sheriffdom of *Perth* foresaid, and that in special Clause of Warrandice, Indemnity, and Security of all and whole the Lands and Baronies, Offices, Fishings, Teinds, and others above specified of the Estate of *Kinfauns*, with all their Parts, Pendicles, Privileges, and Pertinents above mentioned, united into the said Barony of *Kinfauns*, according to the Rights and Infeftments thereof in favour of the deceased *William Blair* of *Kinfauns*; as also all and sundry the Lands

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and others underwritten, *videlicet*, all and haill the Town and Lands of *Leitchhill*, with the Fishings thereof upon the Water of *Tay* belonging thereto, Houses, Biggings, Yards, Orchards, Parts, Pendicles, and Pertinents, lying within the Sheriffdom of *Perth*; all and haill the Town and Lands of *Tarsappie*, with the Salmon Fishings thereof upon the said Water of *Tay*, Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof whatsoever belonging thereto, lying within the Sheriffdom foresaid; and all and whole the Lands and Crofts called *Drumstungs*, *Hungry Hill*, *Carsehill*, and *Haugh*, with their Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents, lying within the Barony of *Craigie* and Sheriffdom foresaid, as for Principal, and all and haill the sunny Half of the Town and Lands of *Over Mains* of *Mailor*, of old occupied and possessed by the deceased Mr. *Robert Ross* of *Craigie*, *David* and *Lawrence Dows*, and *James Alexander*, and their Cottars, with Houses, Biggings, Yards, Tofts, Crofts, and all their Pertinents, lying in the Barony and Sheriffdom before mentioned, and that in special Warrandice and Security of the Lands and Crofts above mentioned, principally disponed as aforesaid, as specified in the Writs thereof granted to the said Mr. *William Blair* and his Predecessors and Authors, united, annexed, and incorporated into One whole and free Barony called the Barony of *Tarsappie*; as also all and whole the just and equal sunny Half of all and whole the Town and Lands of *Inchriff*, now commonly called *Inchyra*, with the Houses, Biggings, Yards, Orchards, Tenants, Tenandries, and Services of free Tenants, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof, as the same were occupied and possessed by *Andrew Lyall* and *Allen Peat*, with the just and equal Half of the Miln of the said Lands of *Inchyra*, Miln Lands, Multures, and Sequels thereof used and wont, together with the just and equal Half of the Salmon Fishings of the said Lands of *Inchyra*, all and haill the Passage or Place of Passage upon the said Water of *Tay* called the Ferry, with the Passage Boats, Privileges, and Commodities thereof, and Houses belonging to the said Ferry, formerly possessed by *Thomas Wilson*, Boatman, lying within the Sheriffdom foresaid, and all which Lands, Baronies, Teinds, Fishings, Heritable Offices, Milns, Miln Lands, and others above mentioned, belonging to the said Estate of *Kinfauns*, were united, erected, created, and incorporated into One whole and free Barony called the Barony of *Kinfauns*, conform to a Charter under the Great Seal in favour of the deceased Mrs. *Ann Blair*, Grandmother of *Margaret* Lady *Gray*, the Mother of the said *William* Lord *Gray*, of Date the last Day of *February* One thousand six hundred and seventy-three Years, together with all Right, Title, Interest, Claim of Right, Property, and Possession, petitory and possessory, which the said *William* Lord *Gray*, his Authors and Predecessors, or Heirs and Successors, had, have, or anyways may have, claim, or pretend to the said Lands and Estate of *Gray* and *Kinfauns*, or to any Part or Portion thereof, in the Hands of his immediate lawful Superiors of the same, or their Commissioners, in their Names, having Power to receive Resignations and grant new Infeftments thereof, in favours and for new Infeftment thereof to be made, given, and granted to himself, the said *William* Lord *Gray*, and the Heirs Male to be procreated of his own Body; whom failing, to *Francis Gray*, his only surviving

surviving Brother, Captain of the Fourth Fencible Regiment, afterwards *Francis* Lord *Gray*, and the Heirs Male of his Body; whom failing, to the Heirs Female of the Body of him the said *William* Lord *Gray*; whom failing, to the Heirs Female of the Body of the said *Francis Gray* his Brother; whom failing, to *Archibald Steuart*, Second Son then in Life procreated of the Marriage betwixt *Francis* Earl of *Moray* and Mrs. *Jean Gray*, then deceased, Sister of the said *William* Lord *Gray*, and to the Heirs Male of the Body of the said *Archibald Steuart*; whom failing, to *Archibald Stirling*, Second Son then in Life procreated betwixt *William Stirling* of *Keir*, then deceased, and *Helen Gray*, Second Sister of the said *William* Lord *Gray*, also then deceased, his Spouse, and to the Heirs Male of the Body of the said *Archibald Stirling*; whom failing, to *Charles Stirling*, Third Son then in Life procreated betwixt the said *William Stirling* of *Keir* and *Helen Gray*, and to the Heirs Male of his Body; whom failing, to *Robert Stirling*, Fourth Son then in Life procreated betwixt the said *William Stirling* of *Keir* and *Helen Gray*, and to the Heirs Male of his Body; whom failing, to Mrs. *Margaret Gray*, Sister of the said deceased *William* Lord *Gray*, and to the Heirs Male of her Body; whom failing, to *George Ainslie*, eldest Son procreated of the Marriage betwixt Sir *Philip Ainslie* of *Pilton* and *Elizabeth Gray*, Sister of the said *William* Lord *Gray*, his Spouse, then deceased, and to the Heirs Male of the Body of the said *George Ainslie*; whom failing, to *Charles Ainslie*, Second Son procreated betwixt the said Sir *Philip Ainslie* and *Elizabeth Gray*, and to the Heirs Male of his Body; whom failing, to *Philip Ainslie*, Third Son procreated betwixt the said Sir *Philip Ainslie* and *Elizabeth Gray*, and to the Heirs Male of his Body; whom failing, to *John Paterson*, Second Son procreated betwixt *George Paterson* of *Castle Huntly* and Mrs. *Ann Gray* his Spouse, Sister of the said *William* Lord *Gray*, and to the Heirs Male of the Body of the said *John Paterson*; whom failing, to *David Paterson*, Third Son procreated betwixt the said *George Paterson* and *Ann Gray*, and to the Heirs Male of his Body; whom failing, to *Charles Paterson*, Fourth Son procreated betwixt the said *George Paterson* and *Ann Gray*, and to the Heirs Male of his Body; whom failing, to *William Paterson*, Fifth Son procreated betwixt the said *George Paterson* and *Ann Gray*, and to the Heirs Male of his Body; whom failing, to *James Paterson*, Sixth Son procreated betwixt the said *George Paterson* and *Ann Gray*, and to the Heirs Male of his Body; whom failing, to any other younger Sons to be procreated betwixt the said *George Paterson* and *Ann Gray*, one after another according to their Seniority, and to the Heirs Male of their Bodies; whom failing, to the Second Son of *George Douglas* of *Cavers* and Lady *Grace Steuart* his Spouse, eldest Daughter then in Life of the said *Francis* Earl of *Moray* by the said *Jean Gray*, eldest Sister of the said *William* Lord *Gray*, and to the Heirs Male of the Body of the said Second Son; whom failing, to the Third and younger Sons of the Bodies of the said *George Douglas* and Lady *Grace Steuart*, one after another according to their Seniority, and to the Heirs Male of their Bodies; whom failing, to Lady *Ann Steuart*, Second Daughter of the said *Francis* Earl of *Moray* by said *Jean Gray* his Spouse, and to the Heirs Male of her Body; whom failing, to the Daughters procreated of the Marriage betwixt the said *William Stirling* of *Keir* and

and *Helen Gray*, Sister of the said *William* Lord *Gray*, one after another according to their Seniority, and to the Heirs Male of their Bodies; whom failing, to the Daughters procreated of the Marriage betwixt the said Sir *Philip Ainslie* and *Elizabeth Gray*, Sister of the said *William* Lord *Gray*, one after another according to their Seniority, and to the Heirs Male of their Bodies; whom failing, to the Daughters procreated or to be procreated of the Marriage betwixt the said *George Paterson* and *Ann Gray*, Sister of the said *William* Lord *Gray*, one after another according to their Seniority, and to the Heirs Male of their Bodies; whom all failing, to the nearest and lawful Heirs and Assignees whatsoever of the said *William* Lord *Gray*, the eldest Heir Female throughout the whole Course of Succession, as oft as the same should open to Females, succeeding always without Division, and secluding all Heirs Portioners; but with and under the Conditions, Provisions, Burdens, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations and Reservations therein written, forming a Settlement of strict Entail according to the Law of *Scotland*: And whereas the said *William* Lord *Gray*, the Granter of the said Entail, having died without Issue, he was succeeded in the said entailed Estates by his Brother the said *Francis* Lord *Gray*, who made up Titles to the said entailed Estate under the said Bond of Taillie conform to the Retour of his General Service as Heir of Taillie and Provision to the said *William* Lord *Gray* his Brother, bearing Date the Fifteenth Day of *January* in the Year One thousand eight hundred and eight, and Charter of Resignation under the Seal kept in *Scotland* in place of the Great Seal formerly used there, following upon the Procuratory of Resignation contained in the said Bond of Taillie, dated the Third Day of *February* and sealed the Twenty-sixth Day of *March*, both in the said Year One thousand eight hundred and eight, and Instrument of Sasine following thereon, dated the Second and recorded in the General Register of Sasines kept at *Edinburgh* the Thirteenth Days of *May* in the said Year One thousand eight hundred and eight: And whereas by Contract of Excambion dated the Sixth and registered in the Sheriff Court Books of *Perthshire* the Ninth Days of *October*, both in the Year One thousand eight hundred and nine, entered into between the said deceased *Francis* Lord *Gray* on the one Part, and the also deceased *James Hay* of *Seggieden*, Esquire, on the other Part, under Authority of the Act of Parliament 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 Settlement of strict Entail*, the said *Francis* Lord *Gray* excambed, sold, alienated, and disponed to the said *James Hay*, and the Heirs of Entail succeeding to him in the Lands and Estate of *Seggieden*, certain Parts and Portions of the Lands and Estate of *Kinfauns*, in the said Contract of Excambion particularly described, extending to Twenty-six Acres and One hundred and twenty Decimal Parts of an Acre of cultivated Lands fit for the Plough, and Twenty-six Acres and Six hundred and thirty-nine Decimal Parts of an Acre of Pasture Lands, and Lands improper by their Nature for Culture by the Plough, with the Teinds, Parsonage and Vicarage, of the said Lands, in consideration whereof, and of the said *Francis* Lord *Gray* having paid to the said *James Hay* the

Excambion with James Hay of Seggieden, 6th October 1809.

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appraised

appraised Value of the growing Wood in *Binn* Planting, valued separately from the Grounds, the said *James Hay* excambed, sold, alienated, and disponed to the said *Francis* Lord *Gray*, and the Heirs of Taillie succeeding to him in the Lands and Estate of *Kinfauns* under the Deed of Entail herein-before recited, certain Parts of the Lands and Estate of *Seggieden*, in the said Contract particularly described, extending to Twenty-four Acres and Five hundred and forty-two Decimal Parts of an Acre, cultivated and fit for the Plough, and Thirty-six Acres and Five hundred and thirty Decimal Parts of an Acre of Pasture and Wood Lands, and Lands improper by their Nature for Culture by the Plough, with the Teinds, Parsonage and Vicarage, of the said last-mentioned Lands, in virtue of which Contract of Excambion the said *Francis* Lord *Gray* was infeft in the Lands thereby disponed to him conform to Instrument of Sasine in his Favour dated the Fourth and recorded in the General Register of Sasines at *Edinburgh* the Ninth Days of *December*, both in the Year One thousand eight hundred and nine: And whereas the said *John* Lord *Gray* is Proprietor in Fee Simple of the following Lands, *videlicet*, all and whole that Part and Portion of the Lands of *Kincarrochy* underwritten, which is thus described in the Rights and Infeftments thereof, *videlicet*, that Piece of Ground consisting of Seven Acres or thereby, being Part of the large Heath, Moor, or Commonty lying to the Eastward of *Muirhall* which was some Time ago ascertained, adjudged, and set apart to *George Stewart*, late of *Kincarrochy*, as the Part of the said Moor belonging to the said Lands of *Kincarrochy* conform to a Decreet Arbitral pronounced by *John Swinton* junior, of *Swinton*, Esquire, Advocate, Sheriff Depute of *Perthshire*, now deceased, upon a Submission made to him by the Right Honourable *Thomas* Earl of *Kinnoull*, Lord and Lady *Gray*, *James Hay* of *Seggieden*, *David Grant* of *Limepotts*, and the said *George Stewart*, and which Piece of Ground is bounded by the said Lord *Kinnoull*'s Part of the said Moor on the West, the Part formerly belonging to the said *William* Lord *Gray* on the South, *David Grant* of *Limepotts* Part on the East, and the public Road called the *North Gate*, leading along the South Side of the long Bank, and Part of the Lands of *Limepotts*, on the North Parts, lying within the Parish of and Sheriffdom of *Perth*; as also all and whole that Part of the Farm of *Myreside* called the *East Cattles*, measuring about Ten Acres or thereby, and a Part and Portion of the Estate of *Castle Huntly* and Lordship of *Lyon*, bounded on the North by the Estate of *Gray*, on the East and South by the Lands of *Milnefield*, and on the West by the Road leading from the Great Turnpike Road between *Perth* and *Dundee* and the Village of *Benvie*, lying within the Parish of *Longforgan* and Sheriffdom of *Perth*; as also all and whole that Part and Portion of the Hill of *Kinnoull*, consisting of Ten Acres or thereby, conform to a Measurement thereof by *David Buist*, Land Surveyor in *Perth*, lying betwixt the Highway some Time leading from *Bridgend* to *Balthayock* on the North, an Inclosure of planted Firs, Part of the Estate of *Kinfauns*, on the East, the Road or Footpath leading from *Bridgend* alongst Part of the said Hill of *Kinnoull* to the Lands of *Kinfauns* on the South, and the Ground, Part of the said Hill of *Kinnoull*, allocated by the Right Honourable *Thomas* Earl

Earl of *Kinnoull* to the Feuars of *Feu Muir* and *Muirhead*, commonly called *Mount Tabor*, on the West Parts, as the same is meithed and marched, on the South, North, and West, with free Ingress and Egress by the present Road leading from *Perth* called the *Muirhall* Turnpike Road, and from thence by a Branch Road to the said Subjects, and not otherways, all lying within the Parish of *Kinnoull*, Barony of *Balhousie*, and Sheriffdom of *Perth*; as also all and whole that Part of the Estate of *Muirhall* situated on the South Side of the public Road leading from *Perth* to *Balthayock*, and extending to Twenty-five Imperial Acres and One hundred and twelve Decimal Parts of an Acre; as also all and whole that triangular Piece of Ground at the Eastern Extremity of the said Lands where they march with the Lands which belonged to the said *Francis* Lord *Gray*, measuring Five thousand four hundred and forty-three Decimal Parts of an Acre, with the Parts, Pendicles, and Pertinents, lying within the Parish of *Kinnoull* and Shire of *Perth*; all which Lands lie contiguous to the Lands and Estates of *Gray* and *Kinfauns*, contained in the Deed of Entail or Bond of Taillie herein-before recited, and are of the estimated Value of Three thousand nine hundred and thirty Pounds or thereabout: And whereas previous to the Term of *Martinmas* One thousand eight hundred and twenty-six the said *Francis* Lord *Gray* expended large Sums of Money in inclosing, planting, draining, and erecting Farm Houses, Offices, and Outbuildings for the same, for the Improvement of the said entailed Estate of *Kinfauns*, and in building, repairing, and improving the Family Mansion House of *Kinfauns Castle*, and Offices belonging thereto, and having, in Terms of the said Act passed in the Tenth Year of the Reign of His Majesty King *George* the Third, brought an Action of Constitution and Declarator before the Sheriff of *Perthshire* against the Honourable *Archibald Steuart*, then residing at *Blandford*, *Dorsetshire*, as being Heir of Entail next entitled to succeed to the said entailed Estate after the Heirs of his own Body, to have the Amount of the Expence of these Improvements ascertained, so as to make the same a Charge against the Heirs of Entail, in Terms of the Provisions of the said Act of Parliament, he obtained Decree in that Action upon the Twenty-seventh Day of *February* in the Year One thousand eight hundred and twenty-eight, finding and declaring that the Amount of the whole Expence laid out by the said *Francis* Lord *Gray*, so far as concerned the Improvement of the Estate of *Kinfauns*, in inclosing, planting, draining, and in erecting Farm Houses and Offices and Outbuildings for the same, extended to the Sum of Nineteen thousand three hundred and thirty-seven Pounds Sixteen Shillings and Ten-pence Halfpenny, and as to the Mansion House or Castle and Offices extended to the Sum of Thirty-nine thousand two hundred and fifteen Pounds Seven Shillings and Eight-pence, and that the said *Francis* Lord *Gray*, and his Executors or Assignees, were Creditors to the succeeding Heirs of Entail for the Sums of Fourteen thousand five hundred and three Pounds Seven Shillings and Eight-pence, being Three Fourth Parts of the Money laid out in general Improvements, and Twenty-nine thousand four hundred and eleven Pounds Ten Shillings and Nine-pence, being Three Fourth Parts of the Money laid out in building and repairing the Mansion House or Castle, extending, these Two Sums, in whole to

Decreet for Improvements, 27th February 1828.

Forty-three thousand nine hundred and fourteen Pounds Eighteen Shillings and Five-pence, as well as for the Interest of the said Sums, in Terms of the foresaid Act of Parliament, or at least for the Sum so expended in general Improvements to the Extent of Four Years Rent of the said entailed Estate, and for the Sum expended on the said Mansion House and Offices to the Extent of Two Years free Rent of the said Estate, in Terms of the said Act: And whereas by a Trust Disposition made and executed by the said *Francis* Lord *Gray*, bearing Date the Twenty-first Day of *June* in the Year One thousand eight hundred and thirty-one, and registered in the Books of Council and Session the Twenty-first Day of *December* in the Year One thousand eight hundred and forty-two, the said *Francis* Lord *Gray* assigned, conveyed, and made over to Sir *David Wedderburn* Baronet, then His Majesty's Postmaster General for *Scotland*, *John Grant* of *Kilgraston*, Esquire, *George Paterson* of *Castle Huntly*, Esquire, and *John Dundas*, Clerk to the Signet, all of whom have declined to accept the Trust thereby created, and to *James Keay* of *Snaigo*, Esquire, since deceased, and to *Alexander Hepburn Murray Belshes* of *Invermay*, Esquire, Major *John Murray Belshes* his Brother, and *Robert Smythe* of *Methven*, Esquire, and to any other Person or Persons to be afterwards named by him, or who should be assumed in manner therein-after mentioned, as Trustees for executing the Trusts thereby created, and to the Survivors and Survivor of the Trustees before named or to be named or assumed, and who should accept thereof, any Two of them being a Quorum, and any One of them having sufficient Power to act in case One of them only should accept and survive, but in Trust always for the Uses, Ends, and Purposes, with the Powers and under the Conditions and Provisions therein-after mentioned, and to the Assignees of the said Trustees, or the Survivors or Survivor of them, the foresaid Sum of Fourteen thousand five hundred and three Pounds Seven Shillings and Eight-pence, being Three Fourths of the foresaid Sum of Nineteen thousand three hundred and thirty-seven Pounds Sixteen Shillings and Ten-pence Halfpenny, expended by him in the general Improvements of his entailed Estates, by inclosing, planting, draining, and erecting Farm Houses and Offices and Outhouses, and also the foresaid Sum of Twenty-nine thousand four hundred and eleven Pounds Ten Shillings and Nine-pence, being Three Fourths of the foresaid Sum of Thirty-nine thousand two hundred and fifteen Pounds Seven Shillings and Eight-pence expended by him on the Mansion House and Offices of *Kinfauns*, together with the said Decreet and Instructions and Vouchers of the said Improvements themselves, with Power to his said Trustees and their foresaids (under the Declaration and Exception therein and after expressed) to demand Payment from the Heirs of Entail succeeding to the said entailed Lands and Estates of the Sums thereby assigned, or such Part thereof as might be due by them, in Terms of the said Act of Parliament, with Interest thereof from the Terms when the Right of such Heirs to the Rents should respectively commence, but under this Declaration and Exception that his said Trustees should not be entitled, unless with Consent of his Son the said *John*, Master of *Gray*, now Lord *Gray*, to take Payment of the Sums thereby assigned, or any Part thereof, Principal or Interest, from his said Son, during

Trust Disposition of Francis Lord Gray, 21st June 1831.

during his Possession of the said entailed Lands and Estate, except in so far as might be necessary, after Discussion of his other Funds and Estate, to pay his Debts and Obligations and Legacies, and Provisions to his Wife and younger Children, not secured on his entailed Estate, in case his other Funds and Estate should be insufficient to answer the same, but in Trust always that his said Trustees should apply the Sums to be received by them in virtue of his said Trust Disposition to the Uses and Purposes therein specified; *videlicet*, in the first place, for Payment of the Expences arising in the Management or Execution of the Trust; secondly, in Payment of his just and lawful Debts, Obligations, and Legacies, and of such Provisions as he had already granted or might thereafter grant to his Wife or younger Children, so far as the said Provisions were not or should not be chargeable against the entailed Estates or the Rents thereof, and the Heirs of Entail succeeding thereto, but that subsidiarie only, and in case his other Estate and Effects should not be sufficient for Payment of such Legacies, Debts, Obligations, and Provisions; thirdly, in case his said Son should leave a younger Child or Children not succeeding to the said entailed Lands and Estate, for Payment of the Sums to be received by them the said Trustees as aforesaid, or of the Balance thereof, to such younger Child or Children of his said Son; fourthly, in case his said Son should not leave a younger Child or Children, for Payment of the said Sums, or of the Balance thereof, to the Honourable *Madalina Gray* and *Jean Ann Gray* now *Ainslie*, the Daughters of the said deceased *Francis* Lord *Gray*, equally between them, Share and Share alike, and their Heirs and Assignees; and the said Trust Disposition contained Powers of appointing new Trustees, Provisions for Indemnity to the Trustees named and to be named or assumed, and generally for managing the Affairs of the said Trust; and by a Codicil to the said Trust Disposition, bearing Date the Thirteenth Day of *December* in the Year One thousand eight hundred and thirty-two, (ratified by another Codicil, bearing Date the Twenty-seventh Day of *February* in the Year One thousand eight hundred and thirty-six,) both of which Codicils were registered in the Books of Council and Session along with the said Trust Disposition, the said *Francis* Lord *Gray* directed his said Trustees, in case his Son should not leave a younger Child or Children, to pay the said Sums, or the Balance thereof, to the said *Jean Ann Gray* or *Ainslie* solely, and her Heirs and Assignees, excluding the said *Madalina Gray* and her foresaids from any Part thereof: And whereas the said *Francis* Lord *Gray*, subsequently to the said Term of *Martinmas* One thousand eight hundred and twenty-six, expended in Improvements on the said entailed Estate of *Kinfauns*, in inclosing, planting, or draining, or in erecting Farm Houses and Offices or Outbuildings for the same, sundry Sums of Money to the Amount of Two thousand eight hundred and twenty-five Pounds Thirteen Shillings and Four-pence One Farthing, or thereabout, and in making Repairs upon and Additions to the said Mansion House of *Kinfauns Castle*, and Offices thereon, the Sum of Six thousand two hundred and twenty-four Pounds and Two-pence One Halfpenny, or thereabout, and recorded the Accounts and Vouchers of such Expenditure in the Manner directed by the said recited Act, and he also expended in Improvements upon the said

entailed

entailed Estate, in inclosing, planting, or draining, or in erecting Farm Houses and Offices or Outbuildings for the same, sundry Sums to the Amount of Three thousand seven hundred and eighty Pounds Four Shillings and Three-pence One Farthing, or thereabout, and in making Repairs upon and Additions to the said Mansion House of *Kinfauns Castle*, and Offices thereon, the Sum of Four hundred and twenty-nine Pounds Sixteen Shillings and Sixpence One Halfpenny, or thereabout, but he did not record the Vouchers of the Expenditure of the said Two last-mentioned Sums in the Manner directed by the said recited Act; and prior to the Term of *Martinmas* One thousand eight hundred and twenty-two the said *Francis* Lord *Gray* also expended in Improvements upon the said entailed Estate of *Gray*, in inclosing, planting, or draining, or in erecting Farm Houses or Offices or Outbuildings for the same, sundry Sums of Money to the Amount of Six thousand six hundred and thirty-five Pounds Three Shillings and Eight-pence Three Farthings, or thereabout, and in making Repairs upon and Additions to the Mansion House of *Gray*, and Offices belonging thereto, the Sum of One thousand nine hundred and fourteen Pounds Nine Shillings, or thereabout, and recorded the Accounts and Vouchers of such Expenditure in the Manner directed by the said recited Act; and subsequent to the said Term of *Martinmas* One thousand eight hundred and twenty-two he expended in Improvements upon the said entailed Estate of *Gray*, in inclosing, planting, and draining, or in erecting Farm Houses or Offices or Outbuildings for the same, sundry Sums to the Amount of Seven hundred and sixty-seven Pounds Eight Shillings and Ten-pence, or thereabout, and in making Repairs upon and Additions to the said Mansion House of *Gray*, and Offices belonging thereto, the Sum of Nine hundred and seventy-two Pounds Eight Shillings and Four-pence, but he did not record the Vouchers of the Expenditure of the said Two last-mentioned Sums; and the Sums expended by the said *Francis* Lord *Gray* for the several Purposes aforesaid amount in whole to the Sum of Eighty-two thousand one hundred and two Pounds Eight Shillings and Nine-pence Three Farthings, or thereabout, as specified in the Schedule (A.) hereunto annexed: And whereas the said *Francis* Lord *Gray* having died, he was succeeded in the foresaid entailed Estates by the said *John* Lord *Gray*, who has made up Titles to the said Estates, so far as contained in the Deed of Entail before recited, conform to the Retour of his Special Service as Heir of Taillie and Provision to the said *Francis* Lord *Gray* his Father, bearing Date the Sixteenth Day of *January* in the Year One thousand eight hundred and forty-three, and Precept from Chancery following thereon for infefting the said *John* Lord *Gray* in the said Estates, dated the Third Day of *March* in the Year One thousand eight hundred and forty-three, and Instrument of Sasine following thereon, dated the Fourteenth and recorded in the General Register of Sasines kept at *Edinburgh* the Twenty-fifth Days of *March* in the said Year One thousand eight hundred and forty-three; and the said *John* Lord *Gray* is in the course of making up Titles to the said Lands acquired in Excambion from the said *James Hay*; and the said *John* Lord *Gray* has also succeeded to the Fee Simple Lands of his said Father, and to his Father's Personal Estate (other than the Claims for Improvements made prior to the Term

Term of *Martinmas* One thousand eight hundred and twenty-six, assigned to Trustees as aforesaid), in virtue of a General Disposition and Settlement dated the Twenty-fifth Day of *January* One thousand eight hundred and eight, and registered in the Books of Council and Session the Twenty-first Day of *December* One thousand eight hundred and forty-two, executed by his said Father in his Favour: And whereas the said *Francis* Lord *Gray* at the Time of his Death owed Debts to a large Amount, contracted chiefly in consequence of his Expenditure in improving the said entailed Estates as aforesaid, for Payment of Part whereof the said *John* now Lord *Gray* became bound during the Lifetime of the said *Francis* Lord *Gray*, and for Payment of the Remainder thereof, as well as of certain Annuities and Legacies granted by the said *Francis* Lord *Gray* to his younger Children and others, which affect the Fee Simple Lands and whole Personal Estate of his said deceased Father, including the Claims for Improvements on the entailed Estates assigned to Trustees as aforesaid, the said *John* now Lord *Gray* has since made himself liable, as General Disponee and Executor of his said Father under his General Disposition and Settlement before mentioned, and such Debts, Annuities, and Legacies are specified in the Schedule (B.) hereunto annexed: And whereas the Value of the Fee Simple Lands and of the Personal Estate which belonged to the said deceased *Francis* Lord *Gray*, and also the estimated Amount of his Claim under the said Act for Improvements on his said entailed Estates assigned to his Trustees as aforesaid, as specified in the Schedule (C.) hereunto annexed, are inadequate or barely sufficient for Payment of his said Debts, Legacies, and Annuities, and as the Heirs of Entail who will succeed to the said entailed Lands and Estate will be greatly benefited by the Improvements thereon made by the said deceased *Francis* Lord *Gray*, it would be just and equitable that a certain Proportion of the Sums expended as aforesaid on the said entailed Estates by the said *Francis* Lord *Gray* should be charged thereon, the future Heirs being relieved from all further Burden, Claim, or Liability in respect of the said Sums so expended: And whereas it would be of great Advantage to the Heirs of Entail in the said entailed Estates if the Lands before mentioned, of which the said *John* Lord *Gray* is Proprietor in Fee Simple, were added to the said entailed Estates; and, in consideration of his obtaining the Power to charge on the said entailed Estates a Proportion of the Sums expended by his said Father thereon as aforesaid, the said *John* Lord *Gray* is willing to add the said Fee Simple Lands to the said entailed Estates, by executing a Deed of Entail of the said Fee Simple Lands, in favour of himself and the other Heirs of Entail contained in the Bond of Taillie of the Lands and Estates of *Gray* and *Kinfauns*, herein-before recited, and under the same Conditions as are therein written, and he is also willing to discharge his own Right to become a Creditor to the Heirs of Entail succeeding to him in the said entailed Lands on account of any Outlay which he may hereafter make in Improvements, or in building or repairing a Mansion House thereon: 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 Your Majesty's most dutiful and loyal Subject, the said *John* Lord *Gray*, that it may be enacted; and be it enacted

enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *John* Lord *Gray*, or for the Heir of Entail in Possession of the said entailed Estates for the Time, or for his or her Tutor or other Administrator, in case he or she be a Minor or otherwise incapable of acting for himself or herself, to borrow and take up on Loan a Sum or Sums of Money not exceeding Thirty-five thousand Pounds Sterling, and a Sum sufficient to cover and defray the Expences of applying for, obtaining, and passing this Act, and carrying the same into execution; and it shall be lawful to the said *John* Lord *Gray*, or the Heir of Entail in Possession of the said entailed Estates for the Time, or to his or her Tutor or other Administrator, in case he or she be a Minor or otherwise incapable of acting for himself or herself, validly to secure the Payment of the Monies so to be borrowed, and the Interest thereof, and liquidate Penalties and Expences to be therein stipulated, by Heritable Bond or Bonds and Disposition or Dispositions in Security in favour of the Person or Persons who may lend such Money, disponing and conveying, in the Form and with the Powers usual in similar Heritable Securities in *Scotland*, heritably, but redeemably, the whole or any Portion of the said entailed Estates contained in the said before-recited Bond of Taillie and in the said Contract of Excambion, in Security and for Payment of the said Sum of Thirty-five thousand Pounds Sterling, or any Part thereof, and in Security also of the Sum that may be sufficient to cover and defray the Expences of applying for, obtaining, and passing this Act, and carrying the same into execution, on which Heritable Bond or Bonds and Disposition or Dispositions in Security, granted under the Authority of this Act, Infeftment may follow in usual Form according to the Law of *Scotland*, and which Heritable Bond or Bonds and Disposition or Dispositions in Security, granted under Authority of this Act, and Infeftments thereon, shall be good, valid, and effectual to such Creditor or Creditors, Lender or Lenders, and to his, her, or their respective Heirs or Representatives whomsoever, or to his, her, or their Assignee or Assignees, or to any Person in right of the said Heritable Bond or Bonds and Disposition or Dispositions in Security, and Infeftments thereon, for the Time, in the same Manner as if the same were granted by a Fee Simple Proprietor, and shall effectually burden either the whole or such Parts of the said Lands and others contained in the said Bond of Taillie and Contract of Excambion as shall be included in and disponed by such Heritable Bonds and Dispositions in Security, and shall be effectual against all the Heirs of Entail who may be entitled to succeed to the said entailed Estates, and the said Heritable Bonds and Dispositions in Security, and Infeftments thereon, shall be freed from and unaffected by all or any of the Fetters of the said Entail and Investitures, and the said Creditor or Creditors, Lender or Lenders, shall have every Remedy competent by the Law of *Scotland* for Recovery of the Sums so lent, Interest and Penalties, as is competent to any Creditor by Heritable Bond or Bonds and Dispositions in Security: Provided always, that the said *John* Lord *Gray*, and each of the Heirs of Entail in Possession

John Lord Gray, or the Heirs of Entail for the Time, authorized to borrow Money.

sion of the said entailed Estates for the Time, shall be bound to pay the Interest of the Money hereby authorized to be borrowed as the same falls due, and to relieve the succeeding Heirs of Entail thereof.

If John Lord Gray shall die before borrowing the Money hereby permitted to be borrowed, the Heirs of Entail to be Debtors for the same.

II. And be it enacted, That if the said *John* Lord *Gray* shall happen to die before borrowing the Money hereby permitted to be borrowed, or the whole thereof, the Heirs succeeding to him by virtue of the aforesaid Bond of Taillie shall be Debtors to the Executors or Representatives of the said *John* Lord *Gray* for such Sum as the said *John* Lord *Gray* is hereby permitted to borrow, but may not have borrowed, and shall be obliged to pay the same, with Interest from the Death of the said *John* Lord *Gray*, to his Executors or Representatives, such succeeding Heirs having Power and being bound to charge and burden the Estates as aforesaid; it being always hereby provided, that, upon Payment of such Sum to the Executors or Representatives of the said *John* Lord *Gray*, not only shall they be bound to grant and execute a valid Discharge and Renunciation of all Claims competent to them in respect of Improvements made by the said *Francis* Lord *Gray* as aforesaid, whether recorded or unrecorded, as herein-after provided, but also the Heir or Heirs succeeding to the said *John* Lord *Gray* in the said Fee Simple Lands, or his or her Tutor or other Administrator, in case he or she be a Minor or otherwise incapable of acting for himself or herself, shall be bound to make, grant, and execute a Disposition and Settlement or Deed of Entail of the said Fee Simple Lands, all as herein-after directed.

Money borrowed to be paid into Bank.

III. And be it enacted, That the Money to arise by all or any of the said Loan or Loans authorized to be contracted by virtue of the Powers conferred by this Act shall be paid by the Lender or Lenders thereof into one or other of the Bank of *Scotland*, the Royal Bank of *Scotland*, the Bank of the *British* Linen Company of *Scotland*, the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, in the Names of the said *John* Lord *Gray*, or the Heir of Entail of the said Estates for the Time, and of the said *Alexander Hepburn Murray Belshes*, *John Murray Belshes*, and *Robert Smythe*, as surviving and accepting Trustees under the before-recited Trust Disposition executed by the said *Francis* Lord *Gray*, and the Survivors or Survivor of them, and the Heirs of such Survivor, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same, which shall be by the said *John* Lord *Gray* and the said Trustees annually accumulated and added to the Principal Sum until the same shall be disposed of as herein-after mentioned; and the Receipt of the Treasurer of one or other of the Banks before mentioned shall be a full and complete Receipt to such Lender or Lenders for the Sum or Sums therein specified.

Application of borrowed Money.

IV. And be it enacted, That as soon as conveniently may be after the said Money arising from such Loan or Loans shall be so paid in as aforesaid it shall and may be lawful and competent to and for the Judges of the Court of Session in *Scotland* for the Time being in either Division thereof, and they are hereby authorized and required, upon a Petition to be presented to the said Court in either Division thereof,

thereof, by or on behalf of the said *John* Lord *Gray*, or the Heir of Entail for the Time being entitled to the said entailed Estates, or his or her Tutor or other Administrator, in case he or she be a Minor or otherwise incapable of acting for himself or herself, and after due Notice of such Petition being given to all concerned in the Matter, in the Way and Manner that Intimations are usually made in the Court of Session, and also by Advertisement once in the *Edinburgh Gazette*, and hearing all Parties that may appear for their Interest, to inquire into and fix and ascertain the Sums which the said *Francis* Lord *Gray* was entitled, under the before-recited Act of the Tenth Year of the Reign of His Majesty King *George* the Third, and by virtue of the before-recited Decreet, to charge against the succeeding Heirs of Entail to the said entailed Estates, in respect of his Expenditure on general Improvements on the said entailed Estate of *Kinfauns*, and also on the said Mansion House and Offices, and after having fixed and ascertained the Amount of such Sums, with the Interest due thereupon, by Interlocutor or Judgment of the said Court, to order the same to be paid out of the Money arising from such Loan or Loans, when so paid into one or other of the Banks before mentioned, to the said *Alexander Hepburn Murray Belshes*, *John Murray Belshes*, and *Robert Smythe*, as accepting and surviving Trustees foresaid, or the Survivors or Survivor of them, and the Heirs of such Survivor; and the said Trustees shall thereupon and they are hereby required to grant a Discharge and Renunciation of all Claims competent to them under the before-recited Trust Disposition; and such Discharge and Renunciation shall be recorded in the General Register of Sasines, Reversions, and other Writings, whereupon the said entailed Estate, and the Heirs of Entail therein, shall be freed and relieved of and from any Claim or Demand competent to the said Trustees under the said Trust Disposition or otherwise.

Fee Simple Lands to be entailed.

V. And be it enacted, That immediately after the said Discharge and Renunciation shall be so made and recorded as aforesaid the said *John* Lord *Gray*, or the Heir succeeding to him in the said Fee Simple Lands, or his or her Tutor or other Administrator, in case he or she be a Minor or otherwise incapable of acting for himself or herself, shall apply summarily by Petition to the said Court in either Division thereof, and by and with the Direction and Approbation of that Court, shall make, grant, and execute a Disposition and Settlement or Deed of Entail of the several Lands herein-before and herein-after described, of which the said *John* Lord *Gray* is Proprietor in Fee Simple; (that is to say,) all and whole that Part and Portion of the Lands of *Kincarrochy* underwritten, *videlicet*, that Piece of Ground consisting of Seven Acres or thereby, being Part of the large Heath, Moor, or Commonty lying to the Eastward of *Muirhall* which was some Time ago ascertained, adjudged, and set apart to *George Steuart* of *Kincarrochy* as the Part of the said Moor belonging to the said Lands of *Kincarrochy* conform to a Decreet Arbitral pronounced by *John Swinton* junior, of *Swinton*, Esquire, Advocate, Sheriff Depute of *Perthshire*, now deceased, upon a Submission made to him by the Right Honourable *Thomas* Earl of *Kinnoull*, Lord and Lady *Gray*, *James Hay* of *Seggieden*, *David Grant* of *Limepotts*, and the

the said *George Steuart*, and which Piece of Ground is bounded by the said Lord *Kinnoull*'s Part of the said Moor on the West, the Part formerly belonging to the said *William* Lord *Gray* on the South, by *David Grant* of *Limepotts* Part on the East, and the public Road called the *North Gate*, leading along the South Side of the long Bank, and Part of the Lands of *Limepotts*, on the North Parts, lying within the Parish of and Sheriffdom of *Perth*; as also all and whole that Part of the Farm of *Mireside* called the *East Cattles*, measuring about Ten Acres or thereby, and a Part and Portion of the Estate of *Castle Huntly* and Lordship of *Lyon*, bounded on the North by the Estate of *Gray*, on the East and South by the Lands of *Milnefield*, and on the West by the Road leading from the Great Turnpike Road between *Perth* and *Dundee* and the Village of *Benvie*, lying within the Parish of *Longforgan* and Sheriffdom of *Perth*; as also all and whole that Part and Portion of the Hill of *Kinnoull*, consisting of Ten Acres or thereby, conform to a Measurement thereof by *David Buist*, Land Surveyor in *Perth*, lying betwixt the Highway some Time leading from *Bridgend* to *Balthayock* on the North, an Inclosure of planted Firs, Part of the Estate of *Kinfauns*, on the East, the Road or Footpath leading from *Bridgend* alongst Part of the said Hill of *Kinnoull* to the Lands of *Kinfauns* on the South, and the Ground, Part of the said Hill of *Kinnoull*, allocated by the Right Honourable *Thomas* Earl of *Kinnoull* to the Feuars of *Feu Muir* and *Muirhead* commonly called *Mount Tabor*, on the West Parts, as the same is meithed and marched, on the South, North, and West, with free Ingress and Egress by the present Road leading from *Perth* called the *Muirhall* Turnpike Road, and from thence by a Branch Road to the said Subjects, and not otherways, all lying within the Parish of *Kinnoull*, Barony of *Balhousie*, and Sheriffdom of *Perth*; as also all and whole that Part of the Estate of *Muirhall* situated on the South Side of the public Road leading from *Perth* to *Balthayock*, and extending to Twenty-five Imperial Acres and One hundred and twelve Decimal Parts of an Acre; as also all and whole that triangular Piece of Ground at the Eastern Extremity of the said Lands where they march with the Lands which belonged to the said *Francis* Lord *Gray*, measuring Five thousand four hundred and forty-three Decimal Parts of an Acre, with the Parts, Pendicles, and Pertinents, lying within the Parish of *Kinnoull* and Shire of *Perth*; which Disposition and Settlement or Deed of Entail shall be made in the Form and Manner which shall appear to the Judges of the said Court most proper for effectually settling and securing the said several Lands, free of all Debts and Incumbrances, to and in favour of the said *John* Lord *Gray* and the other Heirs entitled to take and succeed under the before-recited Bond of Taillie executed by the said *William* Lord *Gray*, bearing Date the Eighteenth Day of *February* in the Year One thousand seven hundred and ninety-six, in the Form of a strict Entail, and under all the Conditions, Provisions, Burdens, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations and Reservations, which in and by the before-recited Bond of Taillie are declared and expressed of and concerning the Lands, Barony, and other Estates therein specified and contained, or such of them as shall be then subsisting undeter-

undetermined and capable of taking effect, and which Disposition and Settlement or Deed of Entail shall be so framed as to bind the Institute as well as all and every other Person succeeding as Heir of Entail.

Entail to be recorded.

VI. And be it enacted, That when the said Disposition and Settlement or Deed of Entail shall be so made, granted, and executed in Manner and to the Effect aforesaid the same shall in due Form be recorded in the Register of Entails, for the Benefit of all and every Person or Persons interested therein, and Infeftment be taken by virtue of the Precept of Sasine therein contained and recorded, agreeably to the Forms of the Law of *Scotland*, upon all which the Judges of the Division of the Court of Session to which such Application shall have been made as aforesaid shall interpone their Authority, by declaring that the Directions in this Act given for settling the several Lands herein-before mentioned have been complied with according to the true Intent and Meaning of this Act.

Balance of Money in Bank to be paid over to John Lord Gray.

VII. And be it enacted, That after such Discharge and Renunciation by the said Trustees shall have been duly recorded, and the Deed of Entail of the foresaid Lands shall have been duly recorded and completed by Infeftment in manner before mentioned, the said Court of Session in either Division thereof shall and may, upon the summary Application of the said *John* Lord *Gray*, or his Executors or Representatives, order the Balance of the Money arising from such Loan or Loans, when so paid in to one or other of the Banks before mentioned, which may remain in such Bank as aforesaid, to be paid to the said *John* Lord *Gray*, or to such Executors or Representatives, to be applied by him or them towards the Extinction of the other Debts, Legacies, and Annuities of the said *Francis* Lord *Gray*; and upon Payment of such Balance the said *John* Lord *Gray*, or such Executors or Representatives, shall grant and execute a valid Discharge and Renunciation of all Claims competent to him or them in respect of Improvements made by the said *Francis* Lord *Gray* as aforesaid, whether recorded or unrecorded, and such Discharge being so obtained, and recorded in the General Register of Sasines, Reversions, and other Writings, the entailed Estates aforesaid, and the Heirs of Entail therein, shall be for ever freed and relieved of and from any Claim or Demand for any Sum or Sums of Money expended by the said *Francis* Lord *Gray* on the Improvement of the said entailed Estate.

John Lord Gray not to burden the Estate with future Improvements.

VIII. And be it enacted, That it shall not be lawful for the said *John* Lord *Gray* at any Time hereafter, under the Provisions of the said Act of the Tenth Year of the Reign of His Majesty King *George* the Third, or otherwise, to charge, burden, or affect the said entailed Lands and Estates, or the future Heirs of Entail succeeding thereto, with any Sums of Money which may hereafter be laid out by him the said *John* Lord *Gray* during his Life in improving the said Estates or in building or repairing any Mansion House or Offices on the same.

IX. And

IX. And be it enacted, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the aforesaid Bond of Taillie herein-before recited, or the Order of Succession therein and thereby established, and in the subsequent Titles respectively contained, except in so far as is necessary to carry into effect the Purposes of this Act; and the said *John* Lord *Gray*, or the Heir of Entail in Possession of the said entailed Lands and Estates for the Time, shall not incur any Irritancy or Forfeiture for or by reason of executing any Bond, Disposition, or other Deed whatsoever directed or necessary to be executed under the Authority of this Act.

Bond of Taillie before-recited not to be altered.

X. And be it enacted, That the Lenders of any Sum or Sums of Money under this Act shall in nowise be concerned with the Application or the Misapplication of the Money to be lent by them.

Lenders not to be concerned in the Application of Money.

XI. Saving and reserving always to the Queen's most Excellent Majesty, and to her Heirs and Successors, and to all others (save and except the said *John* Lord *Gray*, and all and every the other Heirs of Entail called or entitled to take under the Entail herein-before recited), all such Right, Title, Interest, Claim, and Demand whatever, in, to, and out of the said Lands and Estates, as they have or might claim, challenge, or demand, and that in the same Manner and as amply as if this Act had never been passed.

General Saving.

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.

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

SCHE-

SCHEDULE (A.) to which the foregoing Act refers.

STATEMENT of SUMS EXPENDED by FRANCIS Lord GRAY in Improvements on his Entailed Estates of Gray and Kinfauns, and in building and repairing the Mansion Houses thereon.

		Inclosing, planting, draining, and erecting Farm Houses and Offices and Outbuildings for the same.	Mansion House.
	1. KINFAUNS ESTATE.	£ s. d.	£ s. d.
1.	Sums expended prior to the Term of Martinmas 1826, ascertained by Decreet of Constitution and Declarator obtained before the Sheriff of Perthshire at the Instance of the late Francis Lord Gray against the Honourable Archibald Stuart, in Terms of the Act 10 Geo. 3. Cap. 51., on 27th February 1828 - - - - - - - -	19,337 16 10½	39,215 7 8
2.	Sums expended after said Term of Martinmas 1826, the Accounts and Vouchers whereof were duly recorded by the Sheriff Clerk of Perthshire in Terms of the said Act -	2,825 13 4¼	6,224 0 2½
3.	Sums expended after said Term of Martinmas 1826, the Accounts and Vouchers whereof are not recorded in Terms of the said Act - - - - - -	3,780 4 3¼	429 16 6½
		25,943 14 6	45,869 4 5
	2. GRAY ESTATE.		
		Inclosing, planting, draining, and erecting Farm Houses and Offices and Outbuildings for the same.	Mansion House.
1.	Sums whereof the Accounts and Vouchers were duly recorded by the Sheriff Clerk of Forfarshire in Terms of the said Act 10 Geo. 3. Cap. 51. - -	£ s. d. 6,635 3 8¾	£ s. d. 1,914 9 0
2.	Sums whereof the Accounts and Vouchers are not recorded in Terms of said Act - -	767 8 10	972 8 4
		7,402 12 6¾	2,886 17 4
	Total Expenditure on each Account - -	33,346 7 0¾	48,756 1 9 33,346 7 0¾
	Total Expenditure on both Accounts - -	- - -	82,102 8 9¾

James Bell.
John Dundas.

[Private.

LIST OF DEBTS due by the late FRANCIS Lord GRAY at the Time of his Death, and of ANNUITIES and LEGACIES granted by him.

I. Debts.

Date of Contraction.	Nature of Security.	Obligants.	Names of the Creditors.	Principal Sums.	Interest due at Lord Gray's Death.	Total Principal and Interest at Lord Gray's Death.
				£ s. d.	£ s. d.	£ s. d.
24th October 1839 and 20th August 1842.	Promissory Note and Account Current.	Francis Lord Gray and John Lord Gray, the latter to the Extent of 7000*l.*	British Linen Company - -	14,891 1 11	164 2 0	15,055 3 11
11th November 1835	Promissory Note	Ditto, and ditto (each for the whole Debt).	Mrs. Rae Crawfurd's Executors -	2000 0 0	60 18 8	2060 18 8
23d October 1827	Personal Bond -	Ditto, and ditto	George Ritchie - - -	2000 0 0	20 6 5	2020 6 5
29th April 1836	Heritable Bond	Ditto, and ditto	Peter Chrystal - - -	1000 0 0		1000 0 0
29th April 1836	Ditto -	Ditto, and ditto	James Norwell's Trustees - -	1000 0 0		1000 0 0
20th March 1826	Personal Bond -	Francis Lord Gray	Walter Balfour's Trustees - -	3000 0 0	91 8 0	3091 8 0
23d March 1827 and 16th March 1832	Ditto -	Ditto -	James Dundas's Representatives -	6000 0 0	186 7 0	6186 7 0
20th August 1842	Account Current	Ditto -	Dundas and Wilson - - -	1666 1 4	50 3 10	1716 5 2
15th May 1840	Promissory Note	Ditto -	James Ritchie's Trustees - -	600 0 0	6 4 11	606 4 11
11th November 1841	Bill - -	Ditto -	Peddie and M'Kenzie - - -	860 4 9	8 18 6	869 3 3
	Ditto -	Ditto -	Mrs. Abell - - - -	250 0 0	7 12 6	257 12 6
17th June 1820	Personal Bonds	Ditto -	Trustees of Honourable Mrs. D. H. Murray 5000*l.* less Discount to 11th November 1842	4954 10 5		4954 10 5
	Open Account	Ditto -	Dr. Abercrombie - - -			42 0 0
	Ditto -	Ditto -	Dr. Bell - - - -			60 0 0
	Ditto -	Ditto -	Dr. Macfarlane - - -			100 0 0
	Ditto -	Ditto -	Duncan and Co. - - -			86 8 4
	Ditto -	Ditto -	Ballingall - -			132 13 9
	Ditto -	Ditto -	Arthur and Son - - -			64 15 6
	Ditto -	Ditto -	Walter Douglas - - -			262 3 11
	Ditto -	Ditto -	Bruce - - -			44 7 0
	Ditto -	Ditto -	George Lawson - - -			60 0 0

5 S (continued)

Schedule (B.) — *continued.*

Date of Contraction.	Nature of Security.	Obligants.	Names of the Creditors.	Principal Sums.	Interest due at Lord Gray's Death.	Total Principal and Interest at Lord Gray's Death.
						£ s. d.
	Open Account -	Francis Lord Gray	William Thrift - - -			60 0 0
	Ditto -	Ditto -	James Bennett - - -			36 18 8
	Ditto -	Ditto -	Peddie and Mackenzie - -			90 0 0
	Ditto -	Ditto -	Cunningham - -			80 19 0
	Ditto -	Ditto -	Dickson and Company - -			48 19 6
	Ditto -	Ditto -	Handyside - -			20 7 2
	Ditto -	Ditto -	Dickson and Turnbull - -			349 9 1
	Ditto -	Ditto -	Wauchope and Moodie - -			403 16 0
	Ditto -	Ditto -	Hope, Bruce, and Company -			71 8 0
	Ditto -	Ditto -	Peter Wallace - - -			85 4 0
	Ditto -	Ditto -	Mabin - -			38 0 3½
	Ditto -	Ditto -	Kinnear - -			21 9 6
	Ditto -	Ditto -	M'Grigor - -			21 12 9½
	Ditto -	Ditto -	Tulloch - -			89 3 0
	Ditto -	Ditto -	M'Grigor - -			50 7 8¾
	Ditto -	Ditto -	Stirling - -			35 1 2½
	Ditto -	Ditto -	Slate - -			26 1 6
	Ditto -	Ditto -	M'Omish - -			35 10 4
	Ditto -	Ditto -	Keillor - -			26 4 2
	Ditto -	Ditto -	Halkett - -			27 9 5
	Ditto -	Ditto -	Tenants - -			199 15 0
	Ditto -	Ditto -	Marshall - -			41 13 0
	Ditto -	Ditto -	Mackie - -			33 17 1½
	Ditto -	Ditto -	Strachan - -			38 12 0
	Ditto -	Ditto -	Nathaniel - -			25 7 1¾
	Ditto -	Ditto -	Dow - -			37 14 6
	Ditto -	Ditto -	Morrison - -			49 13 4
	Ditto -	Ditto -	Alexander Hill - -			45 19 0
	Ditto -	Ditto -	Sundries Sums under 20*l.* -			247 1 9
6th and 20th July 1839	Contract of Marriage between present Lord and Lady Gray, to which the late Lord Gray was a Party.	Francis Lord Gray and John Lord Gray.	Lady Gray, Wife of John Lord Gray, 2000*l.*, contingent on her surviving her Husband. Value of the late Lord Gray's Half.			367 8 1
			Forward	- -	- -	42,375 11 0½

(continued)

Schedule (B.) — *continued.*

II. *Legacies.*

			£	s.	d.	£	s.	d.
		Brought forward	-	-		42,375	11	0⅓
4th April 1834	Letter of Bequest.	Miss Dalgairns - - -	100	0	0			
23d Dec. 1833	Ditto	Mr. James Bell - - -	100	0	0			
Ditto	Ditto	Servants - - - -	455	0	0			
						655	0	0

III. *Annuities.*

13th Dec. 1832	Bond of Provision and Annuity.	1. Honourable Miss Gray 350*l.* yearly for Life, or until her Marriage, or Succession to the Entailed Estate of Gray and Kinfauns, payable half-yearly, and commencing at Martinmas 1842. Value at 20th August 1842 - - -	4283	8	0			
10th Feb. 1842	Bond of Annuity.	2. George Lawson 25*l.* yearly for Life, payable half-yearly, and commencing at Martinmas 1842. Value at 20th August 1842 - - - -	525	15	4			
		3. Andrew Richardson's Children, 21*l.* yearly until attaining the Age of Fifteen Years. Value at 20th August 1842 -	150	0	0			
27th Feb. 1836	Codicil to Bond in favour of Miss Gray.	4. Honourable Mrs. Jean Anne Ainslie, 350*l.* for Life, after Death or Marriage of Miss Gray, in case she shall survive her, payable half-yearly, and commencing at first Term of Whitsunday or Martinmas after Miss Gray's Death or Marriage. Value at 20th August 1842 -	1532	14	1			
13th Dec. 1832 & 27th Feb. 1836	Bond to Mrs. Ainslie and Codicil.	5. Ditto 300*l.* for Life after Failure of John Lord Gray and his Issue, in case she shall survive him, and any Issue he may have, payable half-yearly, and commencing at first Term of Whitsunday or Martinmas after such Failure. Value at 20th August 1842 - - -	1377	10	9			
						7869	8	2
						£ 50,899	19	2½

John Dundas.

SCHEDULE (C.) to which the foregoing Act refers.

STATEMENT of the VALUE of the FEE SIMPLE LANDS and PERSONAL ESTATE which belonged to the late FRANCIS Lord GRAY, and estimated AMOUNT OF HIS CLAIM under the Act 10 Geo. 3. cap. 51. for OUTLAY in IMPROVEMENTS on his ENTAILED ESTATES, assigned to Trustees per Trust on Disposition dated 21st June 1831.

		£	s.	d.		£	s.	d.
1.	Fee Simple Lands, namely, small Part of Kincarrochie Cost	20	0	0	Worth in the whole	3930	0	0
	Part of Castlehuntly - - -	1000	0	0				
	Part of Hill of Kinnoull - - -	1225	0	0				
	Part of Muirhall - - - -	2064	0	0				
		4309	8	6				

Schedule (C.) — *continued.*

	£	s.	d.
2. Personal Estate; namely, Farm Stock and Effects sold. Net Produce -	2,396	8	0
Furniture and Effects not sold, by Appraisement, 9659*l.* 2*s.* 4*d.* Supposed worth - - - - - -	14,488	13	6
Jewels, per Appraisement, 1068*l.* 10*s.* Supposed Worth -	1,200	0	0
Arrears of Rents due at 20th August 1842, 2167*l.* 6*s.* 6*d.* Supposed Worth - - - - -	1,878	10	5
Rents due at Ditto, 3010*l.* 9*s.* 1*d.* Supposed Worth - -	2,847	13	0
Claim against other Heritors of Kinnoull Parish for overpaid Stipend under interim Localities, estimated at - -	50	0	0

3. Estimated Amount of Claim under the Act 10 Geo. 3. cap. 51. for Outlay in Improvements on the entailed Estates assigned to Trustees per Trust Disposition dated 21st June 1831.

	£	s.	d.	£	s.	d.
The gross Rental of the Estate for Crop 1842 is - -				9518	5	0
The Deductions to be made therefrom in estimating the Claim under the Act 10 Geo. 3. cap. 51. for Outlay in Improvements are						
1. Public and Parish Burdens - -	834	7	9			
2. Jointure out of the entailed Estate provided by the late Lord Gray to Dowager Lady Gray in virtue of the Act 5 Geo. 4. cap. 87. - - - - -	2000	0	0			
3. Interest of 10,000*l.* provided by the late Lord Gray, in virtue of the Entail of Gray and Kinfauns, to Trustees for the Honourable Miss Gray and Mrs. Ainslie -	500	0	0			
				3334	7	9
Estimated free Rental according to which the Claim for Outlay in Improvements is regulated - - -				6183	17	3
Lord Gray's Outlay assigned to Trustees was, on general Improvements on Kinfauns Estate, 19,337*l.* 16*s.* 10½*d.*, and on the Mansion House and Offices of Kinfauns, 39,215*l.* 7*s.* 8*d.*, and the Claims competent under the Act 10 Geo. 3. cap. 51., being for Three Fourths of such Outlay, provided the Claim in respect to general Improvements shall not exceed Four Years, and in respect of the Mansion House Two Years, free Rent of the Estate, the Claim in this Case will be, in respect of general Improvements, Three Fourths of 19,337*l.* 16*s.* 10½*d.*, being the Amount of the Outlay on that Account assigned to the Trustees - - -				14,503	7	8
And in respect of the Mansion House, Two Years free Rent, being the full Amount of the Claim competent in respect of such Outlay, Three Fourths of the Outlay on the Mansion House assigned to the Trustees being in this Case greatly more than Two Years Rent - - -	12,367	14	6			
Total Amount of estimated Claim - - - - -				26,871	2	2
Total Value of Fee Simple Lands, Personal Estate, and estimated Amount of Claim for Improvements assigned to the Trustees as aforesaid -				53,664	7	1
Deduct estimated Sum required for realizing and disposing of the Estate, including Stamp Duty on Inventory - - - - -				500	0	0
Remains £				53,164	7	1

John Dundas.

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