ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

***

Heirs Male procreate or to be procreate of the Marriage betwixt the said *William Porterfield* and *Julian Steill*; whom failing, the Heirs Male of the Body of the said *William Porterfield* of any other Marriage; whom failing, the Heirs Male of the Body of the said *Alexander Porterfield*; whom failing, the eldest Heir Female of the Body of the said *William Porterfield*, and the Descendants of the Body of the said eldest Heir Female, without Division; whom failing, the next Heir Female successivè of the Body of the said *William Porterfield*, and the Descendants of the Body of the said next Heir Female successivè, all without Division; whom failing, any other Heirs of Tailzie to be nominated and appointed by the said *Alexander Porterfield* by any Writ under his Hand at any Time in his Lifetime in his liege Poustie; whom failing, the eldest Heir Female of the Body of the said *Alexander Porterfield*, and the Descendants of the Body of the said eldest Heir Female, without Division; whom failing, the next Heir Female successivè of the Body of the said *Alexander Porterfield*, and the Descendants of the Body of the said next Heir Female, without Division; whom also failing, the said *William Porterfield* his nearest lawful Heirs and Assignees whatsoever, the eldest Heir Female always excluding all other Heirs Portioners, and succeeding without Division, in Fee, heritably and irredeemably, and that always with and under the express Provisions, Conditions, Declarations, Restrictions, Limitations, and Clauses irritant and resolutive therein written, in all and whole the Lands of *Auchinfoyle*, possessed by *John Wood*, the Lands of *Horsecraigs*, possessed by *John Ure*, the Lands of *Hillside* and *Creuch*, possessed by *William Peock*, the Lands of *Wester Dippenny*, possessed by *Mungo Laird* and *Adam Reid*, the Lands of *Middle Dippenny*, possessed by *John Caruth* and *James Fleymine*, the Lands of *Burnbank*, possessed by *Patrick Fleymine* and *Mathew Aiken*, the Lands of *Overwood*, possessed by *John* and *James Holms*, the Lands of *Easterside*, possessed by *John Holms* and *Robert Anderson*, the Feu Duties of *Westerside*, paid by *William Orr* and *Robert Arskine*'s Heirs and Representatives, the Lands of *Bridgend*, possessed by *Alexander Scott* and *John Craig*, the Lands of *Green Mucthill* and old Place of *Duchall*, possessed by *John Holm*, *Robert Hamilton*, *Duncan Mackinney*, and *James Boyle*, with the haill Houses, Biggings, Yards, Parts, Pendicles, and all other Pertinents belonging to the said respective Lands whatsoever, lying within the Barony of *Duchall*, Parish of *Kilmalcolm*, and Sheriffdom of *Renfrew*; and by the said Bond of Tailzie the said *Alexander Porterfield* also bound and obliged him and his foresaids to infeft and seise the said *William Porterfield* his Son, and the Heirs Male procreate or to be procreate of the said Marriage betwixt him and *Julian Steill*, whom failing, the Heirs Male to be procreate of the said *William Porterfield*'s Body in any other Marriage, whom failing, the Heirs Male of the said *Alexander Porterfield*'s own Body, whom failing, the other Heirs of Tailzie above mentioned, in the Order above set down, the eldest Heir Female excluding all other Heirs Portioners, and succeeding always without Division, as said is, heritably and irredeemably, but always with and under the Restrictions and Limitations usual in Settlements of strict Entail in *Scotland*, in all and whole the Lands of *Gibblastoun* and *Wester Branchell*, the Four Shilling Four-penny

Land of *Easter Branchell* or *Nethertoun*, the Lands of *Newton* and *Barnshawick*, the Lands of *Killochryes*, with the Mill of the same, the Lands of *Nether Mains*, with the Two Isles thereof, the Lands of *Woodend*, the Lands of *Craiglunsheoch*, *Wester Dippenny*, *Easter Dippenny*, or *Burnbank*, the Lands of *Overwood*, with the Two Acres of Meadow of *Chapelbog* and *Kersmeadow*, together with the Lands of *Auchinfoyle*, of old possessed by *John Bog*, *Mathew Bog*, and *John Taillor*, with the astricted Multures of all and sundry the said Lands, whole Houses, Biggings, Yards, Annexis, Connexis, Parts, Pendicles, and whole Pertinents thereof, lying within the Barony of *Duchall*, Parish of *Kilmalcolm*, and Sheriffdom of *Renfrew*, extending in whole to a Thirty-seven Merk Eight Shilling and Eleven-penny Land of old Extent; as also all and whole the Ten Shilling Land of *Horsecraigs*, the Thirty-two Shilling Land of *Milntoun*, the Fifteen Shilling Land of *Laidtoun*, the Twenty-six Shilling Eight-penny Land of *Bridgend*, the Thirty Shilling Land of *Westerside* otherwise *Couparstoun*, the Fifteen Shilling Ten-penny Land and Thirteen Shilling Four-penny Land of *Carncurranhill*, occupied of old by *Ninian Hunter*, and the equal Half of the Miln of *Duchall*, commonly called the *Milntoun Miln*, with the Water-gang and Lead, Sequels and astricted Multures of the same, used and wont, with the haill Houses, Biggings, Yards, Parts, Pendicles, and Pertinents of the said Lands whatsoever, lying within the said Barony of *Duchall*, Parish of *Kilmalcolm*, and Sheriffdom aforesaid, excepting and reserving always to Sir *Patrick Maxwell* of *Newark*, and his Heirs Male and Assignees whatsoever, an Annuity of Three Firlots of Oatmeal yearly to be uplifted and taken betwixt *Yule* and *Candlemas* out of the said Half of the said Miln, Water-gang, Sequels and astricted Multures of the same, above written; and in like Manner all and whole the Manor Place and Fortalice of *Duchall*, and Orchard and Yard called *Leek Yard*, and the Lands betwixt the Rows or Entries of plain Trees of old adjacent to the said Place, with the Two Yards adjacent to the said Place lying to the West Part thereof, and all and whole the Lands called the *Horseward* and *Craigfauld*, nigh to the said Place, with all and sundry their Pertinents, lying within the said Barony of *Duchall* and Sheriffdom of *Renfrew*; and in like Manner the Lands called *Betwixt the Hills*, extending to a Two Merk Land of old possessed by *James Caldwell*, the Two Merk Land of old Extent of *Bog House*, possessed of old by *Mathew Henderson*, the Twenty Shilling Land of *Locherside*, possessed of old by *John Gibb* and *William Caldwell*, and the Six Shilling Eight-penny Land, being the Land of *Waterstoune*, occupied of old by *Robert Paterson*, with Houses, Biggings, Yards, Orchards, Tenants, Tenandries, and Service of free Tenants, Annexis, Connexis, and all other Pertinents of the same whatsoever, extending in whole to a Four Pound Land of old Extent, lying within the Parish of *Kilbarchan*, Barony of *Ramphorly Cunninghame*, and Sheriffdom foresaid; and sicklike all and whole the Forty Shilling Land of old Extent of *Little Craigbett*, with Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof whatsoever, with the One Merk Land of old Extent of *Kersmeadow*, with Houses, Biggings, Yards, and whole other Pertinents thereof, all lying within the Parish of *Kilmalcolm* and Sheriffdom foresaid; and also in all and whole the Forty Shilling Land of old Extent called the *Overmains of Duchall*, with the Houses,

Biggings,

Biggings, Yards, haill Parts, Pendicles, and Pertinents thereof, lying within the said Parish of *Kilmalcolm* and Sheriffdom foresaid; item, the Ten Shilling Land of *Newtounwood*, the Twenty Shilling Land of *Wraes*, the Twenty Shilling Land of *Middle Dippenny*, the Thirteen Shilling and Four-penny Land of *Creuch-hill*, the Seven Shilling and Four-penny Land of *Carncurranhill* or *Muiredge*, the equal Half of the Mill of *Duchall* commonly called the *Milntounmill*, with the Watergang and Laid, Sequels and astricted Multures of the same, used and wont, with the haill Parts, Pendicles, and Pertinents thereof whatsoever, all lying within the Barony of *Duchall* and Sheriffdom foresaid, with the yearly Duty of Three Firlots of good and sufficient Oatmeal to be paid betwixt *Yule* and *Candlemas* out of the other Half of the said Miln, Sequels and astricted Multures; as also all and whole the Two Merk and a Half Land of old Extent of *Over Kilmalcolm*, with the whole Houses, Biggings, Yards, and other Parts and Pertinents thereof, lying within the Barony of *Newwark* and Sheriffdom foresaid; and all and whole the Superiority and Feu Duty of the Lands of *Hapland*, being a Four Pound Land of old Extent, lying within the Bailliary of *Cunninghame* and Sheriffdom of *Ayr;* and, lastly, all and whole the Forty Shilling Land of old Extent of *Porterfield*, with the Common Pasturage of *Renfrew*, and Salmon Fishing in the Water of *Clyde*, with the whole Houses, Biggings, Yards, Orchards, Annexis, Connexis, Parts, Pendicles, and whole other Pertinents thereto belonging, lying within the Barony and Sheriffdom of *Renfrew:* And whereas, though the foresaid Bond of Tailzie contains the Restrictions and Limitations usual in Settlements of strict Entail in *Scotland*, yet it was granted under the Burden of the whole Debts then owing by the Entailer, and it specially reserves full Power and Liberty to the said *William Porterfield*, and the Heirs Male of his Body, or the other Heirs Male of the Body of the said *Alexander Porterfield*, or the other Heirs of Tailzie above mentioned, to contract and take on Debts for the Provision of their younger Children, not exceeding Three Years free Rent of the entailed Lands, after Deduction of Liferents and Real Debts, and the annual Rent of Personal Debts, and also to contract and take on, for just and necessary Causes, the Sum of Six thousand Merks *Scots* therewith, at least with as much of the said Six thousand Merks as shall be uncontracted and the Estate not affected with for the Time, so that the Debt to be contracted by them, and wherewith they may burden and affect the said Lands, shall never exceed Six thousand Merks at one Time, and Three Years free Rent of the entailed Lands, after Deduction of Liferents and Real Debts, and the annual Rent of Personal Debts: And whereas in virtue of the said Bond of Tailzie the said *William Porterfield* was infeft and seised in the several Lands and others above described conform to Instrument of Sasine in his Favour, dated the Thirtieth Day of *April* and First Day of *May* in the Year of our Lord One thousand seven hundred and twenty-two, and recorded in the General Register of Sasines at *Edinburgh* the Twenty-seventh Day of *June* in the same Year: And whereas the said deceased *Alexander Porterfield*, by his Deed of Nomination contained in a Deed of Entail of the Lands of *Blacksholm* and others, dated the Fifth Day of *November* in the Year of our Lord One thousand seven hundred and forty-two, and recorded in the Books of Council and Session the Twenty-fourth Day of *September*

Deed of Nomination by Alexander Porterfield, dated 5th November 1742.

tember in the Year of our Lord One thousand seven hundred and forty-three, and in the Register of Tailzies on the Third Day of *July* in the Year of our Lord One thousand eight hundred and thirteen, on the Narrative of the foresaid Bond of Tailzie, and on the Subsumption that since making the same he had purchased other Lands, which he was resolved to add to his tailzied Estates above specified, with and under the same Clauses and Provisions as those mentioned in the foresaid Bond of Tailzie, but with the Alteration, Change, and Innovation of the Order, Course, and Succession therein contained, in so far as it was inconsistent with the Order, Course, and Succession contained in the said Deed of Nomination, which he thereby declared to be the Order, Course, and Succession to his whole entailed Estates, both old and new, therefore he, with and under the express Provisions, Burdens, Reservations, Conditions, Declarations, Restrictions, Limitations, Clauses irritant and resolutive, mentioned in the first-recited Bond of Tailzie contained in the foresaid Contract of Marriage, bound and obliged himself, his Heirs and Successors whatsoever, to infeft and seise the Heirs Male of the Body of the said *William Porterfield*, lawfully procreate or to be procreate of his then or any subsequent Marriage; and failing Heirs Male lawfully procreate or to be procreate of his said Son's Body, *Boyd Porterfield* his Grandson, and the Heirs Male lawfully to be procreate of his Body; whom failing, to the Heirs Male of the Body of *Alexander Porterfield* of *Fullwood*, his the Entailer's Uncle; whom failing, to the Heirs Male of *Gabriel Porterfield* of *Hapland*, his the Entailer's Cousin, and that because he the Entailer had reserved to himself a Power to name the subsequent Heirs of Tailzie after his Son *William Porterfield* and his Heirs as aforesaid; whom failing, *Jean Porterfield* his eldest Daughter, Spouse to *James Corbett* of *Tollcross*, and the Heirs Male lawfully procreate or to be procreate of her Body; whom failing, *Euphan Porterfield*, his Second lawful Daughter, Spouse to *Emanuel Walker*, Collector of His Majesty's Customs at *Port Glasgow*, and the Heirs Male lawfully procreate or to be procreate of her Body; whom failing, *Catherine Porterfield* his youngest Daughter, Spouse to *James Baird*, Merchant in *Glasgow*, and the Heirs Male lawfully procreate or to be procreate of her Body; whom failing, the eldest Heir Female lawfully procreate or to be procreate of the Body of the said *William Porterfield* his Son, and the Descendants of her Body, without Division; whom failing, the next Heir Female of his said Son's Body successivè, and the Descendants of their Bodies successivè, without Division; whom failing, the eldest Heir Female of the Body of the said *Boyd Porterfield* his Grandson, and the Descendants of her Body, without Division; whom failing, the next Heir Female of the said *Boyd Porterfield*, and the Descendants of her Body successivè, without Division; whom failing, the eldest Heir Female of the Body of the said *Alexander Porterfield* of *Fullwood*, and the Descendants of her Body, without Division; whom failing, the next Heir Female of the said *Alexander Porterfield*, and the Descendants of her Body, without Division; whom failing, the eldest Heir Female of the Body of the said *Gabriel Porterfield* of *Hapland*, and the Descendants of her Body, without Division; whom failing, the next Heir Female of the said *Gabriel Porterfield*, and the Descendants of her Body, without Division; whom failing, the eldest

Heir Female of the Body of the said *Jean Porterfield* his eldest Daughter, and the Descendants of her Body, without Division; whom failing, the next Heir Female of her Body, and the Descendants of the next Heir Female of her Body successivè, without Division; whom failing, the eldest Heir Female of the Body of the said *Euphan Porterfield* his Second Daughter, and the Descendants of her Body, without Division; whom failing, to the next Heir Female of the Body of the said *Euphan Porterfield*, and the Descendants of the said next Heir Female successivè, without Division; whom failing, the eldest Heir Female of the Body of the said *Catherine Porterfield*, and the Descendants of her Body, without Division; whom failing, the next Heir Female successivè of the Body of the said *Catherine Porterfield*, and the Descendants of the said next Heir Female successivè, without Division; whom all failing, the nearest Heirs and Assignees of the said *William Porterfield* whatsoever, the eldest Heir Female always excluding all other Heirs Portioners, and succeeding without Division, heritably and irredeemably, in all and whole the Lands and others described in the said additional Deed of Tailzie: And whereas the said *Alexander Porterfield* the Entailer, and the said *William Porterfield* his eldest Son, having both departed this Life, the Succession to the entailed Estates opened up to the foresaid *Boyd Porterfield*, Grandson of the Entailer, who made up his Title to the said entailed Estate, as nearest and lawful Heir of Provision under the said Contract of Marriage to the said *William Porterfield* his paternal Uncle, conform to the Retour of his General Service expede before the Bailies of the Burgh of *Canongate* on the Twelfth Day of *January* One thousand seven hundred and fifty-seven, Precept of Clare constat by *William* Earl of *Glencairn* in favour of the said *Boyd Porterfield*, dated the Eighth Day of *February* One thousand seven hundred and fifty-seven, Instrument of Sasine following thereon in favour of the said *Boyd Porterfield*, dated the Fourth and recorded in the General Register of Sasines at *Edinburgh* the Thirtieth Day of *May* One thousand seven hundred and fifty-seven, Charter of Resignation under the Great Seal in favour of the said *Boyd Porterfield*, dated the Sixth Day of *August* One thousand seven hundred and seventy-three, written to the Seal and registered on the Thirtieth Day of *November* and sealed at *Edinburgh* on the First Day of *December* One thousand seven hundred and seventy-three, and Instrument of Sasine following thereon in favour of the said *Boyd Porterfield*, dated the Seventh and recorded in the said General Register of Sasines on the Fifteenth Day of *January* One thousand seven hundred and seventy-four: And whereas the said *Boyd Porterfield* having departed this Life he was succeeded in the said entailed Lands by *Alexander Porterfield* his eldest Son, who made up his Title thereto conform to Precept of Clare constat by *Elizabeth* Countess Dowager of *Glencairn* in his Favour, as eldest Son and nearest lawful Heir of Tailzie and Provision to the said *Boyd Porterfield*, dated the Twenty-seventh Day of *February* One thousand seven hundred and ninety-five, Instrument of Sasine following thereon in favour of the said *Alexander Porterfield*, dated the Twenty-first and recorded in the Particular Register of Sasines kept at *Glasgow* the Twenty-fifth Day of *March* One thousand seven hundred and ninety-five, Procuratory of Resignation granted by the said *Alexander Porterfield* for resigning the

the said Lands into the Hands of the said Countess Dowager of *Glencairn*, for new Infeftment to himself, dated the Twenty-ninth Day of *June* One thousand seven hundred and ninety-five, and Charter of Resignation granted by the said Countess Dowager of *Glencairn* in favour of the said *Alexander Porterfield*, dated the Fourth Day of *July* One thousand seven hundred and ninety-five: And whereas the said *Alexander Porterfield* having departed this Life the Succession to the said entailed Lands opened up to *James Corbett Porterfield* of *Tollcross* and *Porterfield*, as the Heir Male of the Body of *Jean Porterfield*, the Entailer's eldest Daughter, in virtue of the Nomination contained in the additional Deed of Entail executed in the Year One thousand seven hundred and forty-two, before narrated, but the said *James Corbett Porterfield* did not make up any Title to the said entailed Estate: And whereas the said *James Corbett Porterfield* having departed this life the Succession to the said entailed Estate opened up to *James Corbett Porterfield*, now of *Porterfield*, who made up his Title thereto as nearest and lawful Heir Male of Tailzie and Provision of the said *Jean Porterfield*, conform to the Retour of his General Service expede before the Bailies of *Canongate* on the Fourteenth Day of *March* One thousand eight hundred and twenty, and as nearest and lawful Heir of Tailzie and Provision of the said *Alexander Porterfield*, conform to the Retour of his Special Service expede before the Macers of the Court of Session on the Twelfth Day of *September* One thousand eight hundred and twenty-one, and as nearest and law ful Heir of Tailzie and Provision of the said deceased *Boyd Porterfield*, conform to the Retour of his Special Service also expede before the Macers of the Court of Session on the said Twelfth Day of *September* One thousand eight hundred and twenty-one, and Precept from Chancery issued thereon, dated the Eighteenth Day of *October* One thousand eight hundred and twenty-five, and Instrument of Sasine following thereon in favour of the said *James Corbett Porterfield*, dated the Second and recorded in General Register of Sasines at *Edinburgh* the Fourteenth Days of *November* One thousand eight hundred and twenty-five, and Instrument of Sasine in his Favour, dated the Twenty-first Day of *April* One thousand eight hundred and thirty-four, and recorded in the General Register of Sasines at *Edinburgh* the Twenty-first Day of *May* thereafter, proceeding upon the Charter of Resignation granted by the said Countess Dowager of *Glencairn* in favour of the said *Alexander Porterfield*, before mentioned: And whereas the Teinds, Parsonage and Vicarage, of the said Lands and Estate of *Duchall*, are not mentioned or described in the foresaid Deed of Entail of the Lands and Estate of *Duchall* executed by the said *Alexander Porterfield* in the Year One thousand seven hundred and twenty-one, nor in the said Deed of Nomination in the Year One thousand seven hundred and forty-two, and are claimed by Sir *Michael Robert Shaw Stewart* of *Greenock* and *Blackhall*, Baronet, who has raised and executed a Summons of Declarator and Count and Reckoning before the Court of Session against the said *James Corbett Porterfield*, for the Purpose of having his alleged Right to the said Teinds duly established and made effectual, which Summons concludes against the said *James Corbett Porterfield* for Payment of the Sum of Two thousand Pounds Sterling, or such Sum as shall be modified as the Amount of the

the by-gone Teinds of the said Lands alleged to have been intromitted with by the said *James Corbett Porterfield* since the Nineteenth Day of *December* One thousand eight hundred and thirty-six, when the late Sir *Michael Shaw Stewart* departed this Life, and the Succession to the said Teinds, Parsonage and Vicarage, is alleged to have opened to his Son the said Sir *Michael Robert Shaw Stewart*, and which Summons further concludes for Payment to the said Sir *Michael Robert Shaw Stewart* and his Heirs and Successors of the Sum of Six hundred Pounds Sterling yearly, or of such Sum as shall be found to amount to One Fifth Part of the free Rent of the said Lands and Estate of *Duchall*, as the Teinds thereof, after Deduction of the Stipend localled thereon, commencing with Crop One thousand eight hundred and forty-two, and so to continue in all Time to come while the Teinds are not redeemed by the said *James Corbett Porterfield* and his Successors in the said Lands, and also concludes for the Sum of Six hundred Pounds Sterling, or such other Sum as should be modified, as the Expences of the Process to follow on the said Summons, besides the Dues of Extract: And whereas in the event of Decree being pronounced in Terms of the Conclusions of the said Summons, or of the Right of the said Sir *Michael Robert Shaw Stewart* to the foresaid Teinds being established, as after mentioned, it will be in the Power of the said *James Corbett Porterfield*, or the Heir of Entail in Possession for the Time, to purchase and redeem the said Teinds at Nine Years Purchase, in Terms of Law: And whereas the said deceased *Alexander Porterfield* Entailer and the said deceased *William Porterfield* had contracted and were owing or had burdened the said entailed Estate with various Debts and Provisions, amounting in the whole, at the Time of the Death of the said *William Porterfield*, to the Sum of One thousand and fifty-five Pounds Eleven Shillings Sterling: And whereas the foresaid *Boyd Porterfield*, Heir of Entail then in Possession of the said entailed Estates, by his Bond of Provision, dated the Fourteenth Day of *April* One thousand seven hundred and ninety-one, and registered in the Books of Council and Session the Ninth Day of *January* One thousand eight hundred and thirty-two, upon the Narrative of the foresaid Deed of Entail contained in the Contract of Marriage before recited, bound and obliged himself, and his Heirs of Tailzie succeeding to him in the said entailed Lands, to pay to Mrs. *Camilla Porterfield* or *Alexander*, his Third Daughter, and Wife of *Boyd Alexander* of *Southbar*, Esquire, and to Mrs. *Christian Porterfield* or *Fotheringham*, his Fourth Daughter, and Wife of *Frederick Fotheringham*, Writer in *Edinburgh*, equally between them, and their Heirs, Executors, and Assignees, the Principal Sum of Two thousand four hundred Pounds Sterling, and that at the Term and with Interest and Penalty as therein mentioned, and which Bond came by various Assignations to be vested in *Alexander Howden*, *Adam Paterson*, and *Alexander Pearson*, Trustees for behoof of the deceased *David Paterson* of *Costerton*, Banker in *Edinburgh*, Mrs. *Jean Howden* or *Paterson* his Spouse, and their Family: And whereas the said Trustees having raised an Action before the Court of Session against the said *James Corbett Porterfield*, now of *Porterfield*, as Heir of Entail in Possession of the said Estate, after sundry Proceedings therein, and an Appeal to the House of Lords, the said Trustees obtained

obtained final Decree and Sentence upon the Twenty-first Day of *January*, the Twenty-sixth Day of *May*, and the Thirtieth Day of *June* One thousand eight hundred and thirty-six, before the said Court of Session, decerning against the said *James Corbett Porterfield*, now of *Porterfield*, for Two thousand three hundred and fifty-one Pounds Sixteen Shillings and Eleven-pence Farthing Sterling, with the legal Interest on said Sum from the Eleventh Day of *November* One thousand eight hundred and fifteen to the Term of *Candlemas* One thousand eight hundred and thirty-three, and also decerning against the said *James Corbett Porterfield*, now of *Porterfield*, for Interest from the said Term of *Candlemas* One thousand eight hundred and thirty-three on the accumulated Sum due at that Term until Payment: And whereas the foresaid Principal Sum and Arrears of Interest, decerned for as aforesaid, amounted at the Fifteenth Day of *November* One thousand eight hundred and thirty-six to the accumulated Sum of Five thousand two hundred Pounds Sterling: And whereas the foresaid deceased *James Corbett Porterfield* of *Tollcross* and *Porterfield*, the Father of the said *James Corbett Porterfield*, now of *Porterfield*, as Heir of Entail in Possession of the said entailed Estate, by his Bond of Provision, dated the Fourth Day of *October* One thousand eight hundred and sixteen, and registered in the Sheriff Court Books of *Lanarkshire* the Twenty-fourth Day of *October* One thousand eight hundred and eighteen, upon the Narrative of the foresaid Deeds of Entail, bound and obliged himself, and the Heirs of Entail succeeding to him in the said entailed Lands and Estate, to pay to *Nathaniel Gordon Corbett*, his Second Son, and to *Laura Corbett*, his only Daughter, Three Years free Rent of the said entailed Lands and Estate, as the same should stand and be ascertained for the Crop and Year previous to his Death, and that in the Proportions, at the Terms, and with Interest and Penalty as therein specified, and for which Provision in his Favour the said *Nathaniel Gordon Corbett* obtained Decree before the said Court of Session, dated the Ninth Day of *March* One thousand eight hundred and thirty-nine, and Eighteenth Day of *July* One thousand eight hundred and forty, and against which Decree an Appeal having been entered to the House of Lords, the same was affirmed upon the Eleventh Day of *July* One thousand eight hundred and forty-two, and by which Decree of the Court of Session the said *Nathaniel Gordon Corbett* was found entitled, under the Bond before narrated, to the Sum of Five thousand two hundred and twenty-six Pounds Seven Shillings and Nine-pence, with Interest as therein specified: And whereas *Laura Corbett* also obtained a Decree upon the Twenty-fourth Day of *January* One thousand eight hundred and forty-three, before the said Court of Session, decerning and ordaining the said *James Corbett Porterfield*, now of *Porterfield*, to make Payment to her of the Sum of One thousand five hundred and forty Pounds Eight Shillings and Sixpence, being the Provision due to her under the Bond before narrated, and Interest, as therein specified, all which Debts and Provisions before specified are contained in Schedule (B.) hereunto annexed: And whereas the whole of the said Debts and Provisions before narrated, and the by-gone Teind Duties, and Price of the said Teinds when purchased, if the Claim of the said Sir *Michael Robert Shaw Stewart* thereto shall be duly established, either already

already affect and burden the Fee of the entailed Lands and Estate, or may be made to affect and burden the same, by the Creditors therein leading Adjudications and other Diligences, and thus the said entailed Lands and Estate are liable to be evicted for Payment thereof, and for Accumulations of Interest and Penalties in Terms of Law: And whereas by the foresaid Deed of Entail first before-recited the Heirs of Entail in Possession are prohibited from selling or alienating the said entailed Lands and Estate, and from borrowing Money upon the Security thereof, and there is no Method of freeing the said entailed Lands and Estate from the Burden of the foresaid Debts and Provisions to which it is now liable, or for preventing the said entailed Lands and Estate from being adjudged or evicted from the Heirs of Entail by any of the Persons who are Creditors of the same, to the Hurt and Prejudice of the said *James Corbett Porterfield*, now of *Porterfield*, and the other Heirs of Entail, unless by a Sale of Part of the said entailed Lands and Estate: But as these Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Parts of the before described entailed Lands and Estate, specified and set forth in Schedule (A.) hereunto annexed, shall, from and after the passing of this Act, be and the same are hereby and from thenceforth settled upon and vested in *Houston Stewart* Esquire, Captain in the Royal Navy, Knight Companion of the Most Honourable Order of the Bath, *Patrick Maxwell Stewart* Esquire, Merchant in *London*, Member of Parliament for the County of *Renfrew*, Captain *John Osborne*, late of the Sixth or *Enniskillen* Regiment of Dragoons, now residing at *Carnock*, *James Moncrieff* Esquire, Advocate, *John Gibson* junior, Esquire, Writer to the Signet, and *William Davidson Blair* Esquire, of *Greenbank*, Merchant in *Glasgow*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and any new Trustee or Trustees that may be appointed in manner after mentioned, (without the Necessity of Sasine or any other Writing necessary by the Law of *Scotland*,) freed and discharged of all and every the Provisions, Burdens, Reservations, Conditions, Declarations, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive, which in and by the said Deeds of Entail are created, expressed, declared, and contained of and concerning the same, but nevertheless upon Trust and to and for the Intents and Purposes herein-after expressed, (that is to say,) upon Trust that the said *Houston Stewart*, *Patrick Maxwell Stewart*, *John Osborne*, *James Moncrieff*, *John Gibson*, and *William Davidson Blair*, and the Survivors or Survivor of them, or the Heirs of such Survivor, and any new Trustee or Trustees that may be appointed in manner after mentioned, do and shall, when so required in Writing by the said *James Corbett Porterfield* or other Heir of Entail in Possession of the said Lands and Estate for the Time, and the Tutors and Curators of such Heir, if in Minority, sell and dispose of the said Lands contained in the said Schedule (A.) hereunto annexed, or such Part or Parts thereof as the said *James Corbett Porterfield* or the Heir in Possession shall require, and as shall produce,

Parts of the Lands to be vested in Trustees, freed of Entail, upon Trust to sell the same.

produce, as nearly as may be, first, the Sum of Fourteen thousand six hundred and fifteen Pounds One Shilling and Eleven-pence Sterling, being the Amount of the Debts and Provisions specified in Schedule (B.) hereunto annexed, and such further Sum as shall be sufficient to defray the necessary Expences of obtaining this Act, and of the Proceedings to be had in the Execution thereof; and, second, (in the event of the said Sir *Michael Robert Shaw Stewart* or his Successors establishing his or their Right to the said Teinds in manner herein-after mentioned,) such further Part or Parts of the said Lands contained in Schedule (A.) as shall produce, as nearly as may be, such Sum as may be necessary for Payment of the by-gone and current Teind Duties, and the Price of the said Teinds, as herein-after provided, and that either in One or more Lots or Parcels, and by public Sale or Auction or private Bargain, and at such Price or Prices as the said Trustees shall think best, with Power to the said Trustees and their aforesaids to adjourn the Sale or Sales from Time to Time to such Time and Place as they shall judge expedient: Provided always, that previous Notice by public Advertisement of such intended Sale shall be given as often, in such Newspapers published in *Scotland*, as the said Trustees shall deem expedient and advantageous, previous to such Sale; and that Notice also of any Adjournment of such Sale or Sales shall in like Manner be published as often, and in such Newspapers published in *Scotland*, as the said Trustees shall deem expedient and advantageous: But it is hereby provided and enacted, that the said Trustees or their foresaids shall not be entitled to apply the Prices of any Part of the Lands in Schedule (A.) which may be sold in virtue of the Powers contained in this Act towards Payment of by-gone or current Teind Duty, or the Price of the said Teinds, until the said Sir *Michael Robert Shaw Stewart* or his Successors shall have obtained a final Decree in the Court of Session declaring and establishing his Right to the Teinds, and until such Decree, if taken to Appeal, shall have been finally disposed of in the House of Lords; and when such final Decree shall have been obtained it shall be lawful for the said Trustees to apply the Prices of the Lands to be sold as aforesaid in Payment of such Sums as shall have been awarded by the said Decree in lieu of by-gone or Arrears of Teind Duty (if any), and also of the current and future Teind Duty, until the same shall be redeemed or purchased, and of the Sums to be fixed as the Price of the said Teinds, in case the said *James Corbett Porterfield*, or the Heir in Possession, or the said Trustees for their Behoof, as after mentioned, shall make use of the Privilege competent to them by Law of purchasing the said Right to the Teinds at Nine Years Purchase, which they are hereby authorized and empowered to do; declaring that nothing herein contained shall prevent the said Sir *Michael Robert Shaw Stewart* and his foresaids from using and having recourse to the ordinary Diligence competent to them by Law against the said entailed Estate, on any final Decree to be obtained by him or them as aforesaid for Recovery of the Sums to be therein contained, in case the said Trustees shall not, within Six Months after the Date of the said final Decree, have effected Sales sufficient for the Payment thereof; and that nothing in this Act shall be founded on to limit or restrict the Claim of the said Sir *Michael Robert Shaw Stewart*

to

to the said Teinds, or his Right to raise or use Diligence on any Decree to be obtained for Payment of the same; and declaring that nothing in this Act contained shall be held to infer an Admission or Acknowledgment of any Right in the said Sir *Michael Robert Shaw Stewart* or his foresaids to the said Teinds until established by Decree of a competent Court as above mentioned, nor to limit, restrict, or affect in any way whatsoever any Defence competent to the said *James Corbett Porterfield*, or any of the other Heirs of Entail in the said Lands and Estate, against any Claim for the said Teinds at the Instance of the said Sir *Michael Robert Shaw Stewart* or his foresaids.

Purchase Money to be paid into Bank.

II. And be it further enacted, That when a Sale or Sales shall be effected of the Lands specified in Schedule (A.) hereunto annexed, or of any Part thereof, the Money arising from the Sale or Sales of the said Lands shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, the Royal Bank of *Scotland*, or the Bank of the *British* Linen Company, or such of these Banks as the said Trustees shall direct, in the Names of the said Trustees or the Survivors or Survivor of them, and the Heir of such Survivor, and any new Trustee or Trustees that may be appointed in manner after mentioned, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same from the said Bank, which shall be by the said Trustees, at least once in every Year, accumulated and added to the Principal Sum until the same shall be disposed of as herein-after directed; and upon the said Price or Prices being paid in as aforesaid the said Trustees and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall be bound and obliged to execute and deliver to the Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands purchased, free from all the Fetters of the said Deeds of Entail and subsequent Investitures, and of all Incumbrances whatever, excepting their Share of the public Burdens affecting the said Lands, and containing all the usual and necessary Clauses requisite for vesting the Lands so purchased in the Purchaser or Purchasers thereof in Fee Simple, and a Clause binding the said *James Corbett Porterfield* and the other Heirs of Entail in absolute Warrandice, and the said Trustees in Warrandice from their own Facts and Deeds only; and the Receipt of the Treasurer or Cashier or Manager of such Bank for the Money paid to such Bank shall be a full and complete Discharge of the Price to the said Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, and Successors, who shall be and are hereby absolutely acquitted and discharged of the said Price, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of any Part of the same.

Price of Lands to be applied in Payment of Debts and in Purchase of Teinds.

III. And be it further enacted, That the said *Houston Stewart*, *Patrick Maxwell Stewart*, *John Osborne*, *James Moncrieff*, *John Gibson*, and *William Davidson Blair*, and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall apply the Price or Prices of the said Lands, or such Part

Part thereof as shall be necessary, and the Interest which may be accumulated thereon as aforesaid, in the Payment and Extinction of the Debts and Provisions before recited, and specified in Schedule (B.) hereunto annexed, the said Trustees always upon such Payments receiving valid Discharges and Renunciations of the said Debts and Provisions or other Deeds of Extinction from the Parties in right of the same, and also in Payment of any Sums to be awarded by final Decree as aforesaid, as by-gone Teind Duties, and of the current and future Teind Duties until the Teinds shall be purchased or redeemed, and of the Price of the Teinds of the said Lands and Estate at the Rate of Nine Years Purchase Money thereof, which Teinds they are hereby authorized and required to purchase in the event of the said Sir *Michael Robert Shaw Stewart* or his Successors having made good and substantiated in manner foresaid his or their Claim or alleged Right to the same, and also in Payment of the Expences of this Act itself, and the reasonable Expences of carrying the same into execution.

Trustees may grant Bonds of Corroboration, or borrow Money over Lands freed from Entail;

IV. And be it further enacted, That in case an adequate Price cannot be immediately obtained for the said Lands specified in Schedule (A.) hereunto annexed, or such Part thereof as may be offered for Sale, or if it shall be deemed expedient by the said Trustees and their aforesaid, and any new Trustee or Trustees to be appointed in manner after mentioned, with Advice and Consent of the said *James Corbett Porterfield* or other Heir of Entail in Possession for the Time, that the said Sale or Sales, or One or other of them, should be postponed, then it shall and may be lawful for the said Trustees and their aforesaid, and any new Trustee or Trustees to be appointed in manner after mentioned, to delay, so long as they and the said *James Corbett Porterfield* or other Heir of Entail in Possession for the Time shall think fit, the said Sale or Sales, or one or other of them, accordingly; and in the meantime, and until such Sale or Sales can be advantageously made, it shall and may be lawful for the said Trustees and their aforesaid, and for any new Trustee or Trustees to be appointed in manner herein-after provided, with Consent of the said *James Corbett Porterfield* or other Heir of Entail in Possession for the Time, to grant Heritable Bonds of Corroboration in favour of any Creditor or Creditors in any of the Debts and Provisions before recited, and specified in Schedule (B.) hereunto annexed, or in favour of any Person or Persons having Right by Assignation, Confirmation, or Service, or other Transference or Conveyance, conventional or legal, to any of the said Debts or Provisions, and to dispone and convey the Lands hereby vested in them, to the Extent of the said Debts or Provisions, in security, and to grant Warrants for Infeftment therein, in corroboration of the Securities held by the Creditors in the said several Debts; or if the said Trustees or their aforesaid, or any new Trustee or Trustees to be appointed in manner after mentioned, shall consider it more expedient and advisable, they are hereby authorized and empowered and it shall and may be lawful for them and their aforesaid from Time to Time to borrow and contract new Debt to the Extent of the Sums specified in the said Schedule (B.), Principal and Interest, or to the Extent of the said Sums of Principal and Interest remaining unpaid at the Time, together

or contract new Debt, paying off old;

together with the Expences of this Act, and the reasonable Expences of carrying the same into execution, so far as incurred at the Time, and to grant Heritable Bonds, Bonds and Dispositions in Security, or other Conveyances, One or more, in security of the said Sums so borrowed and contracted, with Warrants for Infeftment in the said Lands hereby vested in them, to the Extent of the Sums so borrowed, and with the said Sums so borrowed to pay off, discharge, and extinguish, to the Extent of the said Sums so borrowed, the several Debts and Provisions before recited, and specified in the said Schedule (B.), and Expences foresaid, and to take Discharges and Renunciations or other Deeds of Extinction of the said Debts and Provisions from the Creditors therein; and further, in case the said Trustees and their aforesaid, and any new Trustee or Trustees to be appointed in manner after mentioned, shall think it expedient and advisable to grant Bonds of Corroboration, or to borrow and contract Debt, for Payment of the by-gone or current Teind Duties or Sums to be contained in any final Decree to be obtained as aforesaid, or of the Price of the said Teinds herein directed to be purchased in the event of the said Sir *Michael Robert Shaw Stewart* or his Successors establishing his or their Right to the same in manner above mentioned, then the said Trustees are hereby authorized and empowered and it shall and may be lawful for them to borrow and contract Debt upon the said Lands hereby vested in them, in so far as the same may remain unsold, to the Extent of the by-gone and current Teind Duties to be contained in the final Decree to be obtained as aforesaid, and also to the Extent of the Price to be paid for the said Teinds, and to grant Heritable Bonds, Bonds and Dispositions in Security, therefor, or other Conveyances in security, One or more, with Warrants for infefting the Lender or Lenders in the said Lands in security, and which Bonds of Corroboration, Heritable Bonds, Bonds and Dispositions in Security, or other Conveyances in security, shall effectually burden the said Lands included therein, and shall contain a Clause binding the said *James Corbett Porterfield* and the other Heirs of Entail in absolute Warrandice; but it is hereby declared that the said Trustees shall not by granting such Deeds incur for themselves or their Representatives any personal or individual Responsibility for the Sums so borrowed, but shall be liable quà Trustees and in that Character only; and it is hereby declared that the said Creditor or Creditors shall be noways concerned with the Application of the Sum or Sums so borrowed from him or them.

or pay Price of Teinds.

If Money borrowed, Trustees to take Disposition of Teinds to themselves in the first place.

V. And be it further enacted, That in case of the said Trustees or their aforesaid, and any new Trustee or Trustees to be appointed in manner after mentioned, borrowing Money and contracting Debt upon the said Lands hereby vested in them, for the Payment of by-gone and current Teind Duties, and for the Purchase and Payment of the Price of the said Teinds, then and in that Case it shall and may be lawful for the said Trustees to take a Disposition or other Deed of Conveyance thereof in favour of themselves or their aforesaid, as Trustees under this Act, and to infeft themselves as such therein until the same shall be disposed of in manner herein-after directed.

VI. And

Insurance to be effected.

VI. And whereas in the aforesaid Sum of Fourteen thousand six hundred and fifty Pounds One Shilling and Eleven-pence, contained in Schedule (B.) hereunto annexed, there is included the Sum of Four thousand five hundred and twenty Pounds of Interest which has arisen on the Debts and Provisions specified in said Schedule during the Period of the said *James Corbett Porterfield*'s Possession of the said entailed Lands and Estate; be it enacted, That the said *James Corbett Porterfield* shall be bound and obliged to make and execute an Insurance upon his Life for the said Sum of Four thousand five hundred and twenty Pounds, with an Insurance Company or Companies to be approved of by the said Trustees and their aforesaid, and to assign and make over the Policy or Policies of the said Insurance to the said Trustees and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, or, in the Option of the said *James Corbett Porterfield*, to assign and make over to them an existing Policy or Policies of Insurance, to be approved of by the said Trustees and their aforesaid, for the said Sum of Four thousand five hunded and twenty Pounds; and in the event of the said *James Corbett Porterfield* refusing or delaying to make the said Insurance, or to assign over an existing Policy of Insurance, as aforesaid, then and in either of these Cases the said Trustees and their aforesaid shall be bound and obliged themselves to effect the said Insurance, and the said Trustees and their aforesaid shall be bound and obliged, out of the Rents of the Lands hereby vested in them, to pay the Premiums of Insurance upon the said Policy or Policies regularly as the same fall due; and in case of the Rents of the said Lands being insufficient for Payment of Interest on the Sums of Money that may be borrowed on the Security thereof for the Purposes of this Act, and for Payment of the said Premiums of Insurance, or in case of the Rents of such Parts of the said Lands as shall remain unsold being insufficient for Payment of the said Premiums, then and in either of these Cases the said *James Corbett Porterfield* shall be bound and obliged to pay the said Premiums of Insurance to the said Trustees and their aforesaid, and to grant an Heritable Security in their Favour over the remaining Parts and Portions of the said entailed Lands and Estate, for the regular Payment of the said Premiums of Insurance as the same fall due.

Application of Money received under Policy of Insurance.

VII. And be it enacted, That in case the said Trustees and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall exercise the Powers of Sale hereby conferred on them, and shall pay off and discharge the said Arrears of Interest, amounting to the said Sum of Four thousand five hundred and twenty Pounds, then and in that Case the said Trustees and their aforesaid shall be bound and obliged to apply whatever Sum or Sums of Money they may receive in virtue of the said Policy or Policies of Insurance in the same Manner as is after provided for the Application of the surplus Price of the Lands sold; and in case the said Trustees and their aforesaid shall deem it expedient to postpone, either in whole or in part, the Sale of the Lands hereby vested in them, and the said Sum of Four thousand five hundred and twenty Pounds shall remain a Burden affecting the said Lands and Estate,

Estate, or in case the said Trustees and their aforesaid shall have paid off and discharged the said Arrears, amounting to the said Sum of Four thousand five hundred and twenty Pounds, by borrowing and contracting new Debt, in virtue of the Powers herein contained, then and in either of these Cases the said Trustees and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall be bound and obliged to apply whatever Sum or Sums of Money they may receive in virtue of the said Policy or Policies of Insurance in extinction of the said Sum of Four thousand five hundred and twenty Pounds of Arrears, or in extinction *pro tanto* of the Debt contracted by the said Trustees and their aforesaid.

Application of surplus, Price, with Approbation of Court of Session.

VIII. And be it further enacted, That in case the said Trustees and their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall pay off and discharge the said Arrears of Interest by the Proceeds of a Sale of Part of the Lands hereby vested in them, and shall afterwards receive Payment of the said Sum of Four thousand five hundred and twenty Pounds, or any Part or Portion thereof, in virtue of the said Policy or Policies of Insurance, and in case the Price or Prices of the Lands sold by and in virtue of this Act shall exceed the Amount of Debts and Provisions before recited, and the by-gone Teind Duties, if the same shall be paid, and the Price or Purchase Money of the said Teinds, if the same shall be purchased under this Act, and also the Expences of this Act itself, and the reasonable Expences of carrying the same into execution, so that a Surplus of the said Price or Prices exceeding Two hundred Pounds Sterling shall remain in Bank unexhausted, then the said Sum of Four thousand five hundred and twenty Pounds, or whatever Part or Portion of the same shall be paid to the said Trustees and their aforesaid, and the said surplus Price or Prices, shall remain in said Bank, subject to the Order of the Court of Session in either Division thereof, until a Purchase or Purchases of Land can be found lying contiguous or convenient to the said entailed Estate, or, at all events, of Land or other Heritages which may suitably be entailed therewith, whereupon, with the Consent and Advice of the said *James Corbett Porterfield* or other Heir of Entail in Possession of the said entailed Estate for the Time, the said Trustees or their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall proceed to make such Purchase, and, with the Approbation of the said Court of Session in either Division thereof, upon a summary or other proper Application, shall lay out and employ such Surplus in the Payment of the Price or Prices to be agreed to be given therefor; and the Person or Persons from whom any such Purchase or Purchases shall be made shall, upon receiving such Price or Prices under the Authority of the said Court, be bound and obliged and are hereby required, with the Consent of the said Trustees and their aforesaid, to dispone and convey the said Lands or other Heritages so to be purchased to the same Series of Heirs, and under the same Provisions, Burdens, Reservations, Conditions, Declarations, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are expressed, declared, and contained

in the Deeds of Entail of the foresaid Lands and Estate hereinbefore recited.

If Surplus less than 200*l.* to be paid to Heir in Possession.

IX. And be it further enacted, That if such Surplus as aforesaid shall not exceed Two hundred Pounds Sterling, the same shall be paid, by Order of the said Court, to the Heir in Possession of the said entailed Estate for the Time being.

Teinds to be entailed, with Approbation of Court.

X. And be it further enacted, That in case the Teinds of the said Lands and Estate shall be purchased as before mentioned, the Price of the Lands which shall be sold and disponed to meet the Payment of the by-gone and current Teind Duties, and the Price of the said Teinds, shall remain in Bank, as before provided, until an Application shall be made by the said Trustees or their aforesaid, and any new Trustee or Trustees that may be appointed in manner after mentioned, with Consent of the said *James Corbett Porterfield* or other Heir of Entail in Possession of the said Estate for the Time, to the said Court of Session in either Division, and that upon a summary or other proper Application, as before enacted; and the said Sir *Michael Robert Shaw Stewart* or his Successors, or, in the event of the said Trustees having borrowed Money upon the Lands, and paid him or them the Price of the said Teinds, and taken a Disposition or other Conveyance of the said Teinds to themselves, as hereinbefore authorized, then the said Trustees themselves or their aforesaid, and any new Trustee or Trustees to be appointed in manner after mentioned, shall be bound and obliged and are hereby required to dispone and convey the said Teinds (excepting always the Teinds of such Part or Parts of the Lands contained in Schedule (A.) hereunto annexed as may have been sold) to the same Series of Heirs, and under the same Provisions, Burdens, Reservations, Conditions, Declarations, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are expressed, declared, and contained in the Deeds of Entail of the aforesaid Lands and Estate before recited; and the said Court shall direct the said Price to be paid to the said Sir *Michael Robert Shaw Stewart* or his Successors, or to be applied in extinction of the Debts which may have been contracted under the Powers contained in this Act for the Price of the said Teinds, as may be requisite and proper in the Circumstances.

Teinds of Lands contained in Schedule (A.) to be sold to the Purchasers thereof.

XI. And be it further enacted, That in the event of the said Sir *Michael Robert Shaw Stewart* or his Successors establishing a Right to the said Teinds, and in case the said Teinds shall be purchased by the said Trustees as aforesaid, the said Trustees are hereby authorized and required to dispone to the Purchaser or Purchasers of such Part or Parts as may be sold of the Lands contained in the said Schedule (A.) hereunto annexed, the Teinds of the respective Lands so purchased by them, so as to give the said Purchaser or Purchasers a proper legal Right to the said Teinds as well as to the Lands themselves; or, in the event of the said Trustees having borrowed Money on the Security of the said Lands or any Part thereof, they are hereby authorized and empowered to dispone to the Lenders the Teinds of the Lands over which the said Securities may be granted, in further Security of the said Loans.

Lands unsold to be re-entailed.

XII. And be it further enacted, That if, after paying the several Debts and Provisions, and the by-gone and current Teind Duties and the Price of the said Teinds (if such Teind Duties and Price shall be paid), together with the Expences of this Act and other Expences before referred to, it shall happen that any Parts of the Lands contained in Schedule (A.) hereunto annexed shall remain unsold, then such Lands shall be restored to the Entail, and the said Trustees or their aforesaid shall dispone and convey the same, and the Teinds, in case the same shall have been purchased in manner before mentioned, to the same Series of Heirs, and under the same Provisions, Burdens, Reservations, Conditions, Declarations, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are expressed, declared, and contained in the Deeds of Entail of the foresaid Lands and Estate before recited.

Deeds of Entail to be recorded, and Infeftment to follow thereon.

XIII. And be it further enacted, That any Deed or Deeds of Entail which shall be executed under the Authority of this Act shall be immediately registered in the Register of Tailzies and in the Books of Council and Session, and Infeftments thereon shall be duly taken and recorded.

Trustees may apply to Court of Session for Discharge.

XIV. And be it further enacted, That, after having carried the whole Purposes of this Act into effect, it shall be in the Power of the said Trustees, or the Survivors or Survivor of them, or the Heir of the Survivor, or any one of them, if they or he shall think it necessary, to apply to the Court of Session in either Division thereof for a Discharge and Exoneration of their Proceedings, and that by a summary Application; and the said Court is hereby required to order Production of the Accounts of the said Trustees, and, after Consideration thereof, if the same shall be found correct, to exonerate and discharge the said Trustees or Trustee of his or their Intromissions, and to declare him or them quit and discharged thereof for ever; but it shall nevertheless be competent for the said *James Corbett Porterfield* or other Heir of Entail in Possession, with Concurrence of the Heir next in the Order of Succession who shall have attained the Age of Twenty-one Years, to grant a valid Discharge to the said Trustees or Trustee, on their settling Accounts, without the Necessity of applying to the said Court.

NewTrustees may be appointed by Court of Session.

XV. And be it further enacted, That if the said *Houston Stewart*, *Patrick Maxwell Stewart*, *John Osborne*, *James Moncrieff*, *John Gibson*, and *William Davidson Blair*, or any of them, or any Trustee to be appointed under this Act, shall die, or be desirous to be discharged from or shall be incapable of acting in the Execution of this Trust, at any Time before the Purposes of the same shall have been fully performed, then and in that Case, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Session in either Division thereof, upon the Application of the said Trustees or any One or more of them, or their respective Heirs or Representatives, to appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place of such of the Trustees herein appointed as shall die, or be desirous to be discharged from or shall be incapable of acting in the Execution of this Trust, and so from Time to Time as often as there shall

be Occasion, and to exonerate and discharge the Trustees or Trustee so retiring, or the Heirs of the deceased Trustees, on their settling Accounts, and accounting for their Intromissions, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustees or Trustee shall be thus appointed the said Lands specified in Schedule (A.) hereunto annexed, or such Part of the same as shall remain unsold, shall thereupon become legally vested in the remaining Trustees or Trustee, along with the Trustees or Trustee so to be appointed, or wholly in such new Trustees or Trustee, as the Case may happen to be, and the Survivors or Survivor, and Heirs of such Survivor, upon the Trusts, and for the Uses, Intents, and Purposes specified and directed in this Act, and with all the Powers and Authorities hereby granted; and the Act and Decreet of the said Court appointing new Trustees or a new Trustee shall vest in them or him the said Lands as aforesaid, and shall be registered in the General Register of Sasines kept at *Edinburgh*.

Majority of Trustees to be a Quorum.

XVI. And be it enacted, That the Majority of the Trustees acting in the Execution of this Act for the Time being, while the Number of such Trustees shall exceed Two, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution, or any of them; and if there be only One Trustee at any Time, he shall at all Times have full Power to act by himself alone, with the Consent of the said *James Corbett Porterfield* or other Heir in Possession, until the Appointment of a new Trustee or Trustees may be made.

Trustees may appoint Factors, &c.

XVII. And be it further enacted, That it shall be in the Power of the said Trustees and their aforesaid to nominate and appoint Factors, Stewards, Receivers, and Agents, for carrying the Purposes of this Act into execution, taking sufficient Security from such Factor, Steward, or Receiver for the faithful Discharge of his Office, before any of them shall be allowed to enter upon the Execution thereof.

Till Sale, the Rents to be paid to the Heir of Entail.

XVIII. And be it further enacted, That, until the Sale or Sales of the Lands herein authorized to be sold shall be accomplished, and the Term at which the Right of the Purchaser or Purchasers to the Rents thereof commences shall have arrived, the Rents of the said Lands, or of such Part thereof as shall remain unsold, shall be accounted for by the said Trustees to the said *James Corbett Porterfield* or other Heir of Entail in Possession for the Time of the said entailed Estate, he or the said Heir in Possession being always liable in Payment of the Interest on the several Debts contained in the said Schedule (B.) hereunto annexed, and being bound, at Sight of the said Trustees, to apply the Rents in Payment of the said Interest, so that the same shall not be allowed to increase as a Debt against the said entailed Estate beyond the Amount contained in the said Schedule (B.)

Nothing in Act to defeat the Entail.

XIX. And be it enacted, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the aforesaid

said Deeds of Entail 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.

Costs and Charges to be ascertained.

XX. And be it enacted, That the Costs and Charges of obtaining this Act, and attending the Execution thereof, and of all Proceedings to be had in either Division of the Court of Session, in pursuance of the Powers given by this Act, shall be taxed and ascertained, upon Application to be made by Petition by the said Trustees to the said Court in either of the Divisions thereof, for that Purpose.

General Saving.

XXI. 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 and Corporate, (excepting the said *James Corbett Porterfield*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Deeds of Entail to succeed to and take the Lands and others therein contained,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of all or any Part of the said entailed Lands or Estate, or the Monies to accrue by a Sale of any Part thereof, as they or any of them have, or might have, claim, challenge, or demand, in case this Act had never been made.

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

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

SCHE-

SCHEDULES referred to in this Act.

SCHEDULE (A.)—Showing the Parts of the Estate of Duchall which are vested in Trustees by this Act, and the Rental thereof.

	Possessions.	Tenants.	State of Leases. First Crop.	Endurance.	Last Crop.	Terms of Payment.	Carriage of Coals. Carts.	Braces.	Barony Officer's Salary. £ s. d.	Proportion of Public and Parish Burdens exacted from Tenants. £ s. d.	Extent. Scotch Measure. AC. R. F.	Imperial Measure. AC. R. P.	Proper Rent. £ s. d.	Total Yearly Rent. £ s. d.
1	The Lands of Gibblastoun, now divided into Three separate Farms or Possessions; viz.													
	I. East or South Gibblastoun -	William Laird -	1832	19	1850	Martinmas and Whitsunday.	–	–	0 1 6	0 6 7	106 2 32 4/10	134 0 22	95 0 0	95 8 1
	II. Mid Gibblastoun - -	James Laird's Heirs -	1832	19	1850	Ditto -	–	–	0 1 6	0 6 7	85 1 28 6/10	107 1 23	95 0 0	95 8 1
	III. West or North Gibblastoun -	John Laird - -	1832	19	1850	Ditto -	2	–	0 1 6	0 6 7	88 0 17 8/10	110 3 2	95 0 0	95 8 1
2	The Lands of Wester Branchell, and the Four Shilling Four-penny Land of Easter Branchell or Netherton, now divided into Four separate Farms or Possessions; viz.													
	I. Mid Branchell - -	John Laird - -	1833	19	1851	Ditto -	4	–	0 2 0	0 9 6	53 0 5 5/10	66 2 27	119 6 4	119 17 10
	II. North Branchell - -	John Blair - -	1833	19	1851	Ditto -	4	–	0 1 0	0 7 5	65 1 11 5/10	82 0 19	90 0 0	90 8 5
	III. Burnbrae - - -	Widow Janet Scott -	1833	19	1851	Ditto -	4	–	0 2 0	0 6 0	93 1 18 1/10	117 1 19	70 0 0	70 8 0
	IV. Greenside - - -	John Laird, sen. & jun.	1841	19	1859	Ditto -	–	8	0 1 0	0 3 0	67 0 9 3/10	84 1 8	35 0 0	35 4 0
3	The Lands of Barnshawick, now divided into Three separate Farms or Possessions; viz.													
	I. Barnshawick - -	George Scott - -	1836	19	1854	Ditto -	–	16	0 2 0	0 10 5	100 0 38	126 0 2	100 0 0	100 12 5
	II. Townside or Townfoot -	Alexander Laird -	1838	19	1856	Ditto -	–	8	0 3 0	0 5 0	45 0 33 9/10	56 3 14	50 0 0	50 8 0
	III. Overton or Yonderton -	William Howie -	1839	19	1857	Ditto -	–	12	0 2 0	0 5 0	66 2 30 3/10	83 3 14	65 0 0	65 7 0
4	The Lands of Newton - - -	Neil & Alex. Grahame	1839	19	1857	Ditto -	–	–	0 1 6	0 8 10	103 2 15 2/10	130 0 37	100 0 0	100 10 4
5	The Lands of Craiglunsheoch, now called High Craiglunsheoch.	Alexander Fleming -	1836	19	1854	Ditto -	–	16	0 2 6	0 6 4	99 1 19 1/10	124 3 27	100 0 0	100 8 10
							14	60	1 1 6	4 1 3	974 0 19 1/10	1,224 2 14	1,014 6 4	1,019 9 1

Deduct Public and Parochial Burdens as under; viz.

	£	s.	d.
Stipend - - - - -	15	19	9 1/4
Land Cess, &c., including Prison and Police Assessments	9	16	7 1/4
Poor's Rates - - - - -	10	6	5 3/4
Road Money - - - - -	11	4	5 3/4
Schoolmaster's Salary - - - -	1	4	0
			48 11 4

Free Rental - - - £ 970 17 9

John Holmes,
Factor on the Estate of Duchall.

SCHEDULE (B.)

SHOWING

The DEBTS and PROVISIONS affecting the ENTAILED ESTATE of DUCHALL.

	£	s.	d.
1. Principal Sum in Bond by the deceased Alexander Porterfield of that ilk, to which Miss Catherine Corbett Dunlop has now Right, 8,800 Merks Scots, or in Sterling - - -	488	17	9
2. Ditto in Heritable Bond by Ditto, for 2,000 Merks Scots, to Andrew Clark, now in the Person of William Cowan, Banker in Ayr, William Niven of Kirkbride, William Cowan jun., Banker in Ayr, and Charles Dalrymple Gairdner, Banker in Kilmarnock, Trustees for Messrs. Hunter and Co., Bankers in Ayr - - - - - - -	111	2	$2\frac{8}{12}$
3. Ditto in Heritable Bond by Ditto, for 1,200 Merks Scots, to the said Andrew Clark, also now in the Persons of the said Trustees - - - - - -	66	13	4
4. Ditto in Heritable Bond by Ditto, for 1,000*l.* Scots, to James Blair, also now in the Persons of the said Trustees - -	83	6	8
5. Ditto in Heritable Bond by Ditto for 1,000*l.* Scots, to William Clark, restricted by a Declaration on the Back by the said William Clark to 1,000 Merks Scots, also now in the Persons of the said Trustees - - - -	55	11	$1\frac{4}{12}$
6. Ditto in Heritable Bond by Ditto, for 500 Merks Scots, to Andrew Clark, also now in the Persons of the said Trustees	27	15	6
	833	6	7
7. Principal Sum remaining due of an Heritable Bond for 6,000 Merks Scots over the Lands of Holmpark and others, granted by William Porterfield of that ilk to John Wilson, in virtue of the Powers reserved to him by the Entail of burdening the Estate with the said Sum of 6,000 Merks, also now in the Persons of the said Trustees - -	222	4	5
	1,055	11	0

	£	s.	d.	£	s.	d.
8. Principal Sum contained in Decreet dated 21st January, 26th May, and 30th June 1836, obtained by Alexander Howden, Esq., and Alexander Pearson, Writer to the Signet, surviving Trustees of Mrs. Jean Paterson or Howden, in the Process before the Court of Session at their Instance against J. C. Porterfield, Esq. - - - -				2,351	16	$11\frac{5}{20}$
Interest thereon in Terms of said Decreet, viz. from 11 Nov. 1815 to 5 April 1816, 145 Days - - -	46	14	3			
Deduct Property Tax - -	4	13	5			
	42	0	10			
From 5 April 1816 to Candlemas 1833, 16 Years, 303 Days	1,979	1	$9\frac{8}{20}$			
				2,021	2	$7\frac{8}{20}$
				4,372	19	$6\frac{13}{20}$
Carried forward				4,372	19	$6\frac{13}{20}$

	£	s.	d.	£	s.	d.
Brought forward -	4,372	19	6 1/20	1,055	11	0
From Candlemas 1833 to 15 Nov. 1836, on the accumulated Sum in Terms of the Decree	827	5	5			
	5,200	4	11 1/20			
Of this Sum Mr. Porterfield paid up -	0	4	11 1/20			
The remaining Sum - -	5,200	0	0			
was advanced and is now held by the following Parties and in the following Proportions, on Assignation by the said Trustees in their Favour, dated 30th November and 1st December 1836, and registered in the Books of Session 7th December 1836:						
David Skirving, Esq., Camptownhead	2,000	0	0			
John Hume, Esq., Edinburgh - -	2,000	0	0			
David Aitken, Esq., Tranent -	1,200	0	0			
				5,200	0	0

Note.—Mr. Porterfield has paid the Interest on this 5,200*l.* and will continue to do so.

9. Principal Sum in Decreet dated 9th March 1839 and 18th July 1840, obtained by Nathaniel Gordon Corbett, Esq., in the Process before the Court of Session at his Instance against the said James Corbett Porterfield, Esq. - - - 5,226 7 9

Note.—Mr. Porterfield has paid the Interest on this Sum since the Date of the Decree, and will continue to do so.

10. Principal Sum in Decreet dated 24th January 1843, obtained by Miss Laura Corbett in the Process before the Court of Session at her Instance against the said James Corbett Porterfield, Esq. - - - - 1,540 8 6¾

Interest thereof in Terms of said Decree - -	1,594	10	9¼			
Deduct Income Tax - -	1	16	2			
				1,592	14	7¼
				3,133	3	2
				£14,615	1	11

Note.—Mr. Porterfield will pay the Interest on this Sum.

11. The Price of the Teinds, Parsonage and Vicarage, and the Sum to be awarded as by-gone or current Teinds, in the event of Sir Michael Robert Shaw Stewart, Baronet, obtaining Decree for the same in the Process raised by him for declaring his Right to the said Teinds.

J. Gibson, jun.
Writer to the Signet.

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