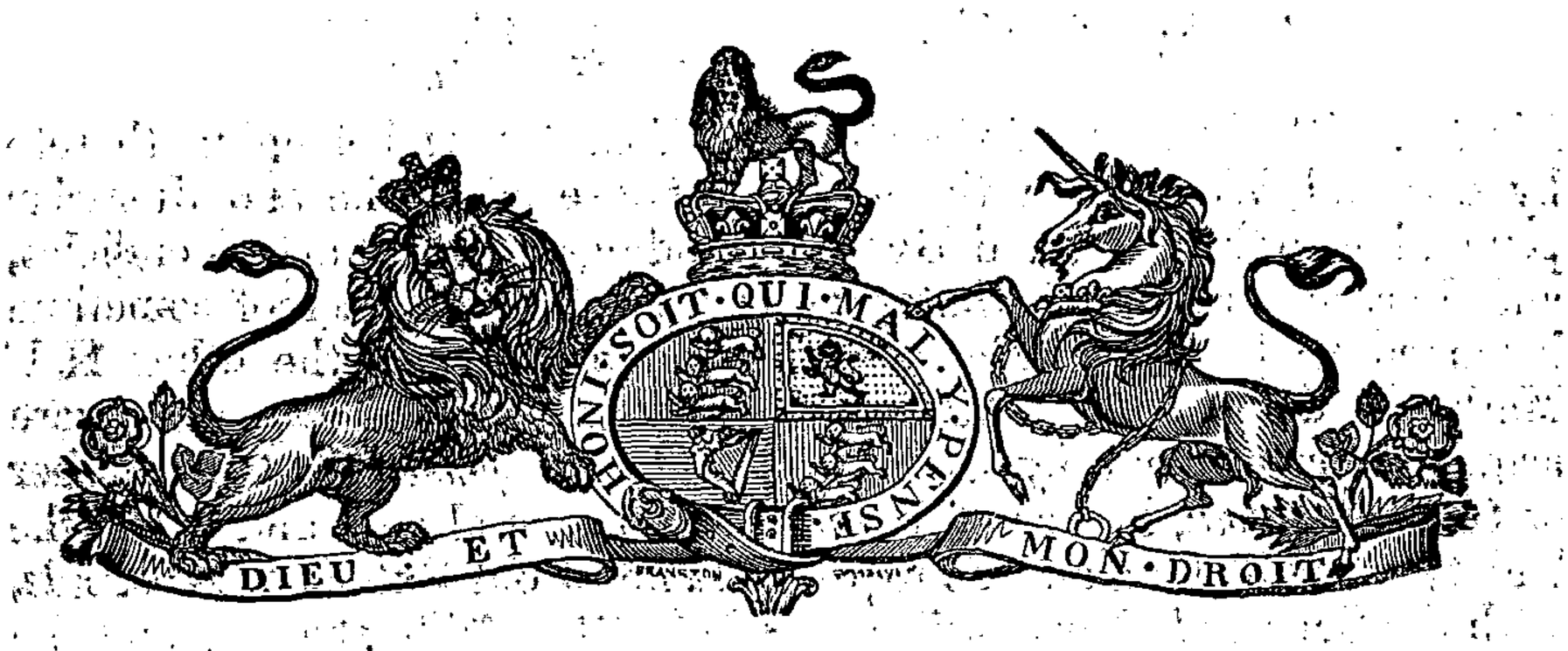


ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 10.

An Act for authorizing a new Entail to be made of those Parts of the Lands and Estate of *Blythswood* which lie in the County of *Lanark*; and for enabling *Archibald Campbell* Esquire, of *Blythswood*, the Heir in Possession of the said Estate, and his Successors, with Consent of Trustees, to sell or grant Feus of certain Parts thereof; and for other Purposes therein expressed.

[4th *July* 1844.]

Deed of Entail by Colin Campbell, 13th December 1739.

WHEREAS *Colin Campbell* of *Blythswood*, deceased, did, in and by his Deed of Entail bearing Date the Thirteenth Day of *December* in the Year One thousand seven hundred and thirty-nine, and recorded in the Register of Entails the Twenty-sixth Day of *November* in the Year One thousand seven hundred and forty-two, and in the Books of Council and Session in *Scotland* the Ninth Day of *December* in the last-mentioned Year, settle and convey in strict Settlement and Entail all and whole his Lands and Estates of *Blythswood*, comprehending, among others, the following Lands; *videlicet*, all and whole the Three Pound Land of old Extent of *Blythswood*, with Houses, Buildings, Yards, Orchards, Parts, Pendicles, and Pertinents of the same, lying within the Sheriffdom of *Lanark*; as also all and whole a Twenty Shilling Land of old Extent in *Nether*

Newton, with the Part of the Moss of *Mickle Govan* belonging thereto by Use and Wont, with the heritable Office of Baillie and Justiciar pertaining to the same, and Houses, Buildings, Yards, Parts, Pendicles, and Pertinents thereof whatever; One Merk Land whereof sometime belonged to Sir *Robert Douglas* of *Blackerstoun*, and the other Half Merk Land to *John Anderson*, Merchant in *Glasgow*, and were acquired from them by *Colin Campbell* of *Blythswood*, Grandfather of *Colin Campbell*, Maker of the said Entail; as also all and whole the Thirty-three Shilling and Four-penny Land of old Extent of *Woodside*, with the Corn and Paper Mills and whole other Mills thereof, and the Houses, Buildings, Yards, Orchards, Forests, Annexis, Connexis, Multures, Duties, and Sequels of the said Mills, and the Mill Lead, Dam, and Pertinents thereof, Liberties, Commodities, Privileges, and whole other Parts and Pendicles of the same, as well under as above the Ground, as the same were acquired by the said *Colin Campbell*, Grandfather of the Entailer, from *George Anderson* of *Woodside;* and also these Five Acres of Land acquired in Excambion by the said *Colin Campbell* the Entailer from *William Stirling* of *Northside*, and then inclosed within the Park of the said last-mentioned *Colin Campbell;* and likewise the Wood commonly called the new Park of *Partick*, with the Lands, Parts, Pendicles, and Pertinents thereof whatever, as the same were purchased by the said *Colin Campbell*, Grandfather of the Entailer, from the said Sir *Robert Douglas;* all lying within the Parish, Barony, and Regality of *Glasgow* and Sheriffdom of *Lanark* aforesaid; as also all and whole the Thirteen Shilling and Four-penny Land of old Extent of *Meikle Cowcaddens*, with the heritable Office of Baillie and Justiciar, and that Part of the Moss of *Meikle Govan* belonging thereto used and wont, and contained in the ancient Infeftments thereof, with Houses, Buildings, Yards, and other Pertinents of the same whatever, lying within the Parish, Regality, and Sheriffdom aforesaid; reserving always to the Deacon, Collector, and Masters of the Incorporation of Bakers in the City of *Glasgow*, and their Successors in Office, Six Acres of Land or thereby, with the Pertinents, which are proper Parts and Pendicles of the aforesaid Twenty Shilling Land of *Nether Newton*, together with the Mills commonly called the Wheat Mills of *Partick*, as for the Principal, and the rest of the said Twenty Shilling Land of *Newton*, with the Pertinents, in Warrandice, in so far as concerns or may be extended to the aforesaid principal Lands; as also all and whole the Thirteen Shilling and Four-penny Land of old Extent of *Nether Newton*, with the Houses, Buildings, Yards, and whole Pertinents thereof whatever, lying within the Parish, Regality, and Sheriffdom aforesaid, and acquired by the deceased *John Campbell* of *Woodside*, Father of the said *Colin Campbell* the Entailer, from the deceased *Robert Stewart*, Portioner of *Newton;* as also all and whole that Part or Parcel of Land called the *Bog*, with the other Piece of Land adjacent thereto, sometime belonging to the Heirs of *Walter Gray*, and acquired by the said deceased *Colin Campbell* of *Blythswood*, the Grandfather of the Entailer, from *John Anderson*, Merchant in *Glasgow*, lying within the Territory of the Borough of *Glasgow;* as also all and whole these Parts of the Common of the said Borough of *Glasgow* called *Moodie's Mailling* and *Peter's Mailling*, with free Ish and Entry thereto, and the Houses, Buildings, Yards, Mosses, Muirs, and all other Privileges,

Parts,

Parts, Pendicles, and Pertinents belonging thereto, lying within the Territory of the said Borough of *Glasgow*, bounded as mentioned in the said Deed of Entail; and also the Tithes of the said Common Lands, as well Parsonage as Vicarage, included therein and never separated therefrom (reserving all the Highways used and wont leading through the said Lands, and also that Stone Quarry commonly called the *Town's Quarry*, for the Use of digging and carrying away of Stones); as also all and whole these Five Roods of Land or thereby of the Town of *Glasgow*'s Common, inclosed within the Park Dyke which incloses the Lands of *Cowcaddens*, upon the West Side of the Highway leading from the said *Town's Quarry* to the Burgh, and to which Five Roods or thereby the deceased *John Campbell* of *Woodside*, Father of the said *Colin Campbell* the Entailer, and he the said *Colin Campbell* himself, acquired Right from the Magistrates and Town Council of *Glasgow*; and all and whole these Two Acres and a Half of Land acquired by the said *Colin Campbell* the Entailer from *James Anderson*, Maltman in *Gorbals*, lying within the Territory of the said Burgh of *Glasgow*, in that Part called *Swan's Yett*, bounded between the Lands of *Meadowflat* upon the South, the *Common Loan* upon the East, and the Burn called *Glasgow Burn* upon the North and West Parts, with the whole Parts, Pendicles, and Privileges of the same, all lying in the Sheriffdom of *Lanark* aforesaid; as also all and whole that Tenement of Land, backward and forward, under and above, with the Yards and Pertinents, lying within the Burgh of *Glasgow*, upon the South Side of that Street thereof called the *Bridgegate*, bounded between the Lands of the deceased *John Peadie* upon the East, the said High Street called the *Bridgegate* upon the North, the Tenement of Land sometime belonging to *Alexander Crawford*, and thereafter to the said *Colin Campbell* the Entailer, upon the West, and the *Little Green* on the South; and all and whole that other Tenement of Land, backward and forward, with the Close, Yard, and Pertinents, lying in the said Burgh of *Glasgow*, upon the South Side of the said High Street called the *Bridgegate*, bounded between the said Tenement immediately before-mentioned upon the East, the Lands sometime belonging to *Arthur Allan*, then to *James Greenlaw*, upon the West, the said *Little Green* upon the South, and the foresaid Street called the *Bridgegate* upon the North Parts, as the said Two Tenements are more particularly described in the Rights and Infeftments thereof, together with all Right, Title, and Interest which the said *Colin Campbell* the Entailer had or could pretend to the said Lands and others, to and in favour of himself the said *Colin Campbell* the Entailer in Life-rent, and *James Campbell*, his only Son procreated between him and the then deceased *Mary Campbell* his Wife, in Fee, and the Heirs Male of his Body; whom failing, to the other Heirs Male to be procreated of his own Body; whom failing, to *James Douglas* his Grand-nephew, eldest Son of *John Douglas* younger, of *Mains*, his Nephew, and the Heirs Male of the Body of the said *James Douglas*; whom failing, to the other Heirs Male of the Body of the said *John Douglas*; whom failing, to the other Heirs Male of the Body of *James Douglas* alias *Campbell*, of *Mains*, his Brother German; whom failing, to the Heirs whomever of the Body of the said *James Campbell*, his Son; whom failing, to *Patrick Houstoun*, his Grandson, and only Son of the deceased *George Houstoun*, Merchant in *Glasgow*, procreated between him and the then deceased *Janet Campbell* his Wife; eldest

eldest Daughter of the said *Colin Campbell* the Entailer, and the Heirs whomever of the Body of the said *Patrick Houstoun*; whom failing, to *Mary Houstoun*, his Grandchild, and only Daughter procreated between the said deceased *George Houstoun* and *Janet Campbell*, and the Heirs whomever of the Body of the said *Mary Houstoun*; whom failing, to *Colin Somerville*, his Grandson, and Son of *William Somerville*, Merchant in *Renfrew*, procreated between him and *Mary Campbell*, second and youngest Daughter of the said *Colin Campbell* the Entailer, and the Heirs whomever of the Body of the said *Colin Somerville*; whom failing, to the other Heirs whomever to be procreated of his the Entailer's own Body; whom failing, to the Heirs whomever of the Body of the said *James Douglas* alias *Campbell*, of *Mains*, his Brother; whom failing, to *James Fullarton*, his Nephew, lawful Son procreated between *John Fullarton* of *Greenhall* and *Elizabeth Campbell*, his Sister German, and the Heirs whomever of the Body of the said *James Fullarton*; whom failing, to the other Heirs whomever of the Body of the said *Elizabeth Campbell*; whom failing, to any other Person or Persons to be named by him the said *Colin Campbell* the Entailer at any Time of his Life, by a Writ under his Hand, and the Heirs of their Bodies; whom failing, to his own other nearest Heirs whomever, the eldest Female Heir and the Descendants of her Body always excluding all other Heirs Portioners, and succeeding always without Division throughout the whole Course of Succession both of the said Heirs of Tailzie and his the said *Colin Campbell*'s Heirs whomever, and the second and younger Sons of any Heir Male or Female succeeding to a Title of Nobility always excluding the eldest Son of such Heir so succeeding, subject to the several Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations, expressed in the said Deed of Entail, and usual in Settlements of Lands in strict Entail by the Law of *Scotland*: And whereas the Succession to the said entailed Estate having opened to *John Campbell* Esquire, Lieutenant Colonel in the Ninth Regiment of Foot, he was duly infeft and seised in the said Lands, as Heir Male of Tailzie and Provision to the deceased *James Campbell* of *Blythswood*, his Father, but subject to the several Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations in the said Deed of Entail expressed, conform to Two Instruments of Sasine in his Favour, the first dated and registered in the Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Sixth Day of *January* One thousand seven hundred and seventy-four, proceeding upon a Precept issuing from the Chancery in *Scotland* in favour of the said Lieutenant Colonel, *John Campbell* of the Date therein mentioned, and the second dated and registered in the Particular Register of Sasines kept at *Glasgow* for the Burgh thereof the Fifth Day of *February* One thousand seven hundred and eighty-seven:

First Feuing Act, 32 G. 3. c. 40.

And whereas in the Lifetime of the said *John Campbell* an Act was passed in the Thirty-second Year of the Reign of His Majesty King *George* the Third, intituled *An Act for vesting those Parts of the Lands and Estate of* Blythswood *and others which lie in the County of* Lanark *in Trustees, for the Purpose of selling or feuing the same, and for investing the Money arising by such Sale in the Purchase of other Lands and Estates more commodious and contiguous to the other and greater Part of the said Estate of* Blythswood

wood *which lies in the County of* Renfrew, *and for settling and securing the Lands and Estates so to be purchased to and in favour of the same Series of Heirs in Fee Tail, and under the same Restrictions, Conditions, and Limitations as are mentioned and contained in a Deed of Entail made in the Year One thousand seven hundred and thirty-nine by* Colin Campbell *of* Blythswood, *deceased*, by virtue of which Act the Lands herein-before described, together with all Right, Title, Interest, Claim of Right, Property, and Possession which the said *Colin Campbell* the Entailer at the Time of his Death had, or the said *John Campbell* and the other Heirs of Entail set forth in the said Deed of Entail then had or might have, claim, or pretend thereto or to any Part thereof, were, from and after the Fifteenth Day of *July* One thousand seven hundred and ninety-two, vested in and settled upon *William Macdowall* Esquire, (first) of *Garthland*, *Allan Maconochie* Esquire, Advocate, then Sheriff Depute of the County of *Renfrew* (afterwards one of the Senators of the College of Justice, and one of the Lords Commissioners of Justiciary in *Scotland*), and *James Walker* Esquire, one of the Clerks to His Majesty's Signet in *Scotland* (afterwards one of the Principal Clerks of Session), their Heirs and Assigns for ever, freed and discharged of all and every the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations which in and by the aforesaid Deed of Entail executed by the aforesaid *Colin Campbell* upon the Thirteenth Day of *December* in the Year One thousand seven hundred and thirty-nine are limited, created, expressed, declared, and contained of and concerning the same, but nevertheless upon the Trusts and for the Intents and Purposes therein particularly set forth, and, *inter alia*, upon the Trust that the said Trustees, and the Survivors and Survivor of them, or the Heirs of such Survivor, might, by and with the Consent and Approbation in Writing of the said *John Campbell* during his Life, and after his Decease of the Person for the Time being entitled to the Rents and Profits of the Estate of *Blythswood*, if of lawful Age, or if such Person should be an Infant under the Age of Twenty-one Years, then with the Consent in Writing of his or her Tutors and Curators, absolutely make Sale and dispose of or grant Feus of the whole Farms, Lands, Maillings, Houses, Buildings, Tenements, Hereditaments, and other Premises in the said Act and above described, at One or more Sales, either by Public Auction or Private Contract, and altogether or in Parcels, to any Person or Persons, Bodies Politic or Corporate, who might be willing to become the Purchaser or Purchasers thereof, for the most Money and Price as to such Part thereof as should be by them sold that could be reasonably had or obtained for the same; and on Receipt of the Purchase Money for which the said Lands and other Premises or any Part thereof should be sold the said Trustees might and should, by and with such Consent and Approbation as aforesaid, dispone and convey the same, or such Part or Parts thereof for which the Purchase or Consideration Money should be so paid, unto or to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs or Assigns, or unto such other Person or Persons, and to such Uses, Intents, and Purposes as he, she, or they should direct and appoint; and as to such Part or Parts of the said Lands as should be feued it should not be

lawful to nor in the Power of the said Trustees or any of them to accept or take any Fine, Premium, Grassum, or Consideration whatever for granting the same, but such Feus should be granted at and for Payment of the highest Feu Duty or Feu Duties that could be got or procured for the same; and it was thereby further enacted, that the said Trustees, and the Survivors and Survivor of them, or the Heirs of such Survivor, might and should, by and with such Consent and Approbation as aforesaid, lay out, invest, and apply the Monies arising from such Sale or Sales as aforesaid (after defraying the Costs, Charges, and Expences mentioned in the said Act), in the Purchase of other Lands, Baronies, and others, to be situated as specified in the said Act, which Lands so to be purchased the said Trustees were directed to entail in manner therein prescribed; and until such Sales or Feus should be effected the said Trustees were thereby directed to permit and suffer the Lands and others therein and herein before described, and thereby vested in Fee Simple as aforesaid, to be held, possessed, and enjoyed with all and sundry the same Powers, Liberties, Privileges, and Faculties which by the foresaid Deed of Entail executed by the foresaid *Colin Campbell* are permitted and allowed; and it is thereby further enacted, that if the said Trustees or any of them should die, or be desirous to be discharged from or become incapable to act in the Trusts, Powers, and Authorities thereby in them reposed and vested, at any Time before the same should be fully performed and executed, that then and in any of the said Cases, and when and so often as the same should happen, it should be lawful to and in the Power of the surviving or acting Trustee or Trustees, together and in conjunction with the Person for the Time entitled to the Rents and Profits of the Estate of *Blythswood*, to elect and appoint, by Deed executed according to the Forms of the Law of *Scotland*, any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead of them the said Trustees, or such of them as should so die, or be desirous to be discharged from or become incapable to act in the Trusts, Powers, or Authorities by the said Act given, and so from Time to Time as often as there should be Occasion, and so often as any such new Trustee or Trustees should be appointed as aforesaid all and singular the Lands and others in the said Act and herein-before described should thereupon become legally and effectually vested in the surviving or continuing former Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustees, as the Case might require, and their Heirs and Assigns, and the Survivor and Survivors of them, and the Heirs and Assigns of such Survivor, on the same Trusts, and for the Intents and Purposes, and with and under and subject to all the Powers, Privileges, and Authorities by the said recited Act given and declared: And whereas upon the Death of the said *John Campbell* without Issue of his Body he was succeeded by his Brother *Archibald Campbell* Esquire, last of *Blythswood*, as Heir in the said entailed Estates, who was infeft and seised by virtue of a Precept issuing from the Chancery in *Scotland* in his Favour, dated the Eighteenth Day of *March* in the Year One thousand seven hundred and ninety-six, in the whole Lands contained in the Act before recited, except those Parts thereof which lie within the Territory of the Burgh of *Glasgow*, (but that without Prejudice always to the Act of Parliament

before

before recited, and Appointments therein contained,) conform to Instrument of Sasine in his Favour dated the Nineteenth Day of *March* and recorded in the foresaid Particular Register of Sasines kept for the Shire of *Renfrew* and Barony of *Glasgow* the Fourteenth Day of *May*, both in the Year One thousand seven hundred and ninety-six; but the said *Archibald Campbell* did not at that Time make up any Title in his Person to those Parts of the said Lands which lie within the Territory of the Burgh of *Glasgow*: And whereas by Contract of Excambion dated the First and Ninth Days of *May*, and registered in the Sheriff Court Books of *Lanarkshire* kept at *Glasgow* the Twenty-eighth Day of *June*, in the Year One thousand eight hundred and five, entered into between the Provost, Magistrates, and Town Council of the City of *Glasgow*, in name and behalf of and as representing the Community of the said City, upon the one Part, and the said *Archibald Campbell* upon the other Part, in virtue of an Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of* Great Britain *called* Scotland *held under Settlement of strict Entail*, the said Provost, Magistrates, and Council disponed to the said *Archibald Campbell*, and the other Heirs of Tailzie and Provision appointed to succeed to the Lands and Estate of *Blythswood* and others by the before-recited Deed of Entail executed by the said deceased *Colin Campbell*, but with and under the whole irritant and resolutive Clauses, Conditions, Provisions, Restrictions, and Limitations therein specified, all and whole that Part and Portion of the Lands of *Meadowflat* marked A. upon the Plan after mentioned, containing One thousand one hundred and eighty-nine Square Yards, or thereby; as also all and whole that Part and Portion of the said Lands of *Meadowflat* marked B. upon the said Plan, containing Fifty-two Square Yards, or thereby, as also all and whole that other Part and Portion of the said Lands of *Meadowflat* marked F. upon the said Plan, containing Four hundred and seventy-six Square Yards, or thereby, as the said Three Parcels of Land are particularly bounded and described in the said Contract of Excambion, and as the same are delineated upon a Plan thereof made out by *William Kyle*, Land Surveyor in *Glasgow*, and signed by the Parties as relative to the said Contract, in exchange for Two Parcels of Land, Parts of the said entailed Lands and Estate of *Blythswood* marked C. and G. upon the said Plan, extending together to One thousand one hundred and seventy Square Yards, or thereby, by the said Contract disponed by the said *Archibald Campbell* to the said Provost, Magistrates, and Council of the said City, and their Successors in Office, for behoof of the Community thereof, in which Lands so disponed by the said Provost, Magistrates, and Town Council to the said *Archibald Campbell* he was duly infeft conform to Instrument of Sasine following upon the said Contract of Excambion in his Favour, dated the Second and registered in the foresaid Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Third Days of *July* in the Year One thousand eight hundred and five: And whereas by Contract of Excambion dated the Twenty-third Day of *March* and registered in the foresaid Sheriff Court Books the

Contract of Excambion with the City of Glasgow, 1st and 9th May 1801.

10 G. 3. c. 51.

Contract of Excambion with William Harley 23rd March 1813.

the Twenty-first Day of *May*, both in the Year One thousand eight hundred and thirteen, entered into between the said *Archibald Campbell* on the one Part, and *William Harley*, then Merchant in *Glasgow*, on the other Part, in virtue of the foresaid Act of the Tenth Year of the Reign of His Majesty King *George* the Third, the said *William Harley* disponed to the said *Archibald Campbell* and the foresaid Heirs of Tailzie and Provision, but under the whole irritant and resolutive Clauses, Conditions, Provisions, Restrictions, and Limitations foresaid, all and whole these Six Parcels of Land, all Parts and Portions of the Lands of *Enochbank*, marked by the Letters F. Z. D. B. A. and R. upon a Plan made out by the said *William Kyle*, subscribed by the Parties as relative to the said Contract of Excambion, extending in whole the said Six Parcels of Land to Eleven thousand seven hundred and seventy-five Square Yards and One Ninth of a Square Yard, or thereby, as the same are delineated on the said Plan, and particularly bounded and described in the said Contract of Excambion, in exchange for Four Parcels of Land, Parts of the said entailed Estate of *Blythswood*, marked by the Letters M. K. I. and L. upon the said Plan, extending in whole to Eleven thousand seven hundred and seventy-five Square Yards and One Ninth of a Square Yard, or thereby, disponed by the said *Archibald Campbell* to the said *William Harley*, in which Lands so disponed by the said *William Harley* the said *Archibald Campbell* was duly infeft conform to Instrument of Sasine following upon the said Contract of Excambion in his Favour, dated the Twentieth and registered in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Twenty-first Days of *May* in the Year One thousand eight hundred and thirteen; and in respect that the said *Archibald Campbell*, as standing infeft and seised in the foresaid entailed Lands and Estate of *Blythswood*, was Superior of the whole of the said Lands of *Enochbank*, he, in order to consolidate the Property of those Parts thereof acquired by him in virtue of the said Contract of Excambion, with the Superiority thereof, in which he stood infeft as aforesaid, did expede and execute the Writs and Title Deeds following; *videlicet*, *primo*, a Charter by himself, in favour of himself and the Heirs of Tailzie and Provision foresaid, confirming the said Contract of Excambion, and the said Instrument of Sasine following thereupon, dated the said Charter the Third Day of *February* in the Year One thousand eight hundred and fifteen; *secundo*, Procuratory of Resignation *ad remanentiam* by himself, in favour of himself and the Heirs of Tailzie and Provision foresaid, dated the said Third Day of *February* One thousand eight hundred and fifteen; and, *tertio*, Instrument of Resignation *ad remanentiam* following thereupon, in favour of himself and the Heirs of Tailzie and Provision foresaid, dated the Ninth Day of *February* and recorded in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Twentieth Day of *March* in the said Year One thousand eight hundred and fifteen: And whereas by Contract of Excambion dated the Nineteenth Day of *July* and Twenty-ninth Day of *August* in the Year One thousand eight hundred and fourteen, and registered in the said Sheriff Court Books the Thirtieth Day of said last-mentioned Month and Year, entered into between the said *Archibald Campbell* on the one Part, and

Contract of Excambion with John Alston, 19th July and 29th Aug. 1814.

and *John Alston* Esquire, of *Westerton*, on the other Part, in virtue of the foresaid Act of the Tenth Year of the Reign of His Majesty King *George* the Third, the said *John Alston* disponed to the said *Archibald Campbell*, and the foresaid Heirs of Tailzie and Provision, all and whole these Four Parcels of Land marked by the Letters D. E. F. and H. upon a Plan made out by the said *William Kyle*, subscribed by the Parties as relative to the said Contract of Excambion, containing in whole Three thousand and twenty-two Square Yards and Three Ninths of a Square Yard, or thereby, as the same are delineated on the said Plan, and particularly bounded and described in the said Contract of Excambion, in exchange for Two Parcels of Land, Parts of the said entailed Lands and Estate of *Blythswood*, marked by the Letters A. and B. upon the said Plan, extending in whole to Three thousand seven hundred and fifty-nine Square Yards, or thereby, disponed by the said *Archibald Campbell* to the said *John Alston*, in which Lands so disponed by the said *John Alston* the said *Archibald Campbell* was duly infeft and seised conform to Instrument of Sasine following upon the said Contract of Excambion in his Favour, dated the First and registered in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Fourteenth Days of *September* in the Year One thousand eight hundred and fourteen; and in respect that the said *Archibald Campbell*, as standing infeft and seised in the foresaid entailed Lands and Estate of *Blythswood*, was Superior of the Lands disponed to him by the said *John Alston* as aforesaid, he, in order to consolidate the Property of the said Lands so acquired by him with the Superiority thereof in which he stood infeft as aforesaid, did expede and execute the Writs and Title Deeds following; *videlicet*, *primo*, a Charter of Confirmation by himself, in favour of himself and the Heirs of Tailzie and Provision foresaid, confirming the said Contract of Excambion, and the said Instrument of Sasine following thereupon, dated the said Charter the Third Day of *February* in the Year One thousand eight hundred and fifteen; *secundo*, Procuratory of Resignation *ad remanentiam* by himself, in favour of himself, and the Heirs of Tailzie and Provision foresaid, dated the said Third Day of *February* One thousand eight hundred and fifteen; and, *tertio*, Instrument of Resignation *ad remanentiam* following thereupon, dated the Ninth Day of *February* and recorded in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Twentieth Day of *March* in the said Year One thousand eight hundred and fifteen; and by the said Contract of Excambion the Lands thereby disponed by the said *Archibald Campbell* are thereby appointed to be holden by the said *John Alston* and his foresaids of and under the said *Archibald Campbell* and the Heirs of Tailzie and Provision foresaid: And whereas, after the Succession of the said *Archibald Campbell* to the said entailed Estate, the said Trustees named and appointed by the said recited Act of the Thirty-second Year of the Reign of His said Majesty King *George* the Third, and after the Death of the said *William Macdowall* the Survivors of them, did, with the Consent and Approbation of the said *Archibald Campbell*, proceed to put the said recited Act into execution, and in pursuance thereof feued out a considerable Part of the Lands and Estates in the said Act and herein-

Proceedings of the First Trustees.

herein-before described, to various Persons, and for the Payment of annual Feu Duties to a large Amount, and did also sell certain small Portions of the said Lands, and, in particular, the said *William Macdowall*, *Allan Maconochie*, and *James Walker* did, with Consent of the said *Archibald Campbell*, by a certain Contract of Ground Annual or Ground Rent, which is dated the Fifth, Ninth, Thirteenth, Twenty-third, and Twenty-fifth Days of *November* in the Year One thousand eight hundred and two, and registered in the Books of Council and Session the Thirty-first Day of *July* One thousand eight hundred and thirty-eight, sell and dispone the aforesaid Two Tenements of Land in *Bridgegate Street* aforesaid to and in favour of *William Martin*, Wright in *Glasgow*, under the Condition and Provision that he, and his Successors in the said Subjects, should for ever thereafter pay to the said *William Macdowall*, *Allan Maconochie*, and *James Walker*, and their Successors, the annual Sum of Two hundred and thirty Pounds in respect of the said Subjects; and by the Feu Charters, Contracts, Dispositions, or other Rights granted by the said Trustees and the Survivors of them the Feuars and Disponees in the Lands so feued and sold were appointed to hold the same, of and under the said Trustees and their Successors, in Blench or Feu Farm and Heritage: And whereas the said *Allan Maconochie* and *James Walker*, surviving Trustees under the said recited Act, having become desirous of denuding themselves of the said Trust, they, with Consent of the said *Archibald Campbell*, proceeded, in virtue of the Powers contained in the said recited Act, to the Election and Nomination of new Trustees, and accordingly, by Deed of Election and Devolution, dated the Twenty-eighth and Twenty-ninth Days of *June* in the Year One thousand eight hundred and fifteen, and registered in the General Register of Sasines kept at *Edinburgh* the Seventh Day of *November* in the Year One thousand eight hundred and twenty-one, and in the Books of Council and Session the Fourth Day of *January* in the Year One thousand eight hundred and twenty-two, executed by them with Consent of the said *Archibald Campbell*, nominated, elected, and appointed *William Mure* Esquire, of *Caldwell*, *John Maxwell* Esquire, of *Dargavel*, and *Robert Davidson* Esquire, Advocate, Professor of Law in the University of *Glasgow*, all now deceased, and their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, to be Trustees for the Purposes aforesaid in the Place and Stead of them the said *Allan Maconochie* and *James Walker*, with the whole Powers, Privileges, and Authorities conferred by the said Act; and in order to vest in legal and effectual Form the Lands, Teinds, Tenements, and other Premises then remaining under the foresaid Trust in the Persons of the said Trustees so elected as aforesaid, the said *Allan Maconochie* and *James Walker*, as Trustees foresaid, with Consent of the said *Archibald Campbell*, did thereby give, grant, and dispone, to and in favour of the said *William Mure*, *John Maxwell*, and *Robert Davidson*, and their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, in Trust as aforesaid, they always being duly qualified respectively by taking the Oath *de fideli* in Presence of the Court of Session or a Lord Ordinary thereof before officiating in the actual Management of the Trust, all and whole these Parts and Portions therein particularly described

described which then remained to be disposed of and employed in Terms of the said recited Act of all and whole the Lands and others in such recited Act and herein-before described; and the said *William Mure* and *Robert Davidson* did thereafter qualify themselves for officiating in the Management of the Trust by taking the Oath *de fideli* in the Manner prescribed by the said Deed of Election and Devolution; but the said *John Maxwell* never did so qualify himself, or accept of the Trust, or become a Trustee under the said Deed of Election; but, on the contrary, by Deed of Renunciation, dated the First Day of *April*, and registered in the General Register of Sasines at *Edinburgh* the Thirty-first Day of *May*, both in the Year One thousand eight hundred and twenty-three, and in the Books of Council and Session the Twenty-fifth Day of *February* One thousand eight hundred and twenty-eight, renounced and surrendered the Office intended to be conferred on him by the said Deed of Election and Devolution: And whereas by Disposition and Deed of Entail dated the Twenty-eighth and Twenty-ninth Days of *June* and registered in the Register of Tailzies the First Day of *July* in the Year One thousand eight hundred and fifteen, and in the Books of Council and Session the Second Day of *September* in the Year One thousand eight hundred and eighteen, executed by the said *Allan Maconochie* and *James Walker*, surviving Trustees aforesaid, with Consent of the said *Archibald Campbell*, they gave, granted, and disponed to and in favour of the said *Archibald Campbell* and the other Heirs of Entail entitled to succeed to the Estate of *Blythswood* under the foresaid Deed of Entail executed by the said deceased *Colin Campbell*, but with and under all the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations therein contained, all and whole the Lands, Teinds, and others in the said recited Act and herein-before particularly described, lying as aforesaid, but excepting therefrom those Parts and Portions thereof which had been conveyed by them to the said *William Mure*, *John Maxwell*, and *Robert Davidson* by the Deed of Election and Devolution before recited, together with all Right, Title, Claim of Right, Property, and Possession, and Interest whatsoever, which the said Trustees (the Granters) or any of them, in virtue of the said before-recited Act, or of any Transactions in pursuance thereof, or their Predecessors or Authors, had or any ways might claim to the said Lands, Teinds, and others, or Issues thereof, or any Part of them; and without Prejudice to the said Generality, all Rights of whatever Nature accruing to the said Trustees or to the said entailed Estate from any Feu Contracts or other Deeds entered into by the said Trustees under Authority of the said Act, with the Vassals, whether in Feu or Blench, in the said Lands, but under Exception of the Rights and Infeftments of Property of the said Lands and others granted by the said Trustees and the Survivors of them to the different Vassals and Feuars thereof, whether in Blench or Feu; and the said Deed of Election and Devolution, and Disposition and Deed of Entail, having been produced before the Lords of Council and Session in *Scotland* in the Proceedings in a Process of Declarator and Exoneration raised and pursued at the Instance of the said *Allan Maconochie* and *James Walker*, as surviving Trustees foresaid,

Entail by First Trustees, 28th and 29th June 1815.

against

against the said *Archibald Campbell* and the whole other Heirs of Tailzie and Provision in the Estate of *Blythswood*, by Decree pronounced by the said Lords in the said Process upon the Eleventh Day of *July* in the Year One thousand eight hundred and fifteen, they found that the said Deeds of Entail, and of Election and Devolution, after having been duly considered and revised, were well and properly conceived, and adequate to accomplish the Purposes for which they were respectively intended; and in virtue of the Procuratory of Resignation contained in the last-mentioned Disposition and Deed of Entail the following Titles were expede in favour of the said *Archibald Campbell: primo*, a Charter of Resignation, under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, of the whole Lands contained in the said Disposition and Deed of Entail, so far as holden of the Crown, which Charter is dated the Twentieth Day of *December* in the Year One thousand eight hundred and fifteen, and written to the Seal and registered and sealed the Tenth Day of *April* in the Year One thousand eight hundred and sixteen, and upon which Charter and Precept of Sasine therein contained the said *Archibald Campbell* was duly infeft conform to Instrument of Sasine following thereon in his Favour, dated the Sixteenth Day of *April* and registered in the General Register of Sasines kept at *Edinburgh* the Twenty-fourth Day of *May*, both in the Year One thousand eight hundred and sixteen; *secundo*, a Charter of Resignation and Novodamus by the Provost, Magistrates, and Council of the City of *Glasgow*, granted by them under and by virtue of the Powers and Authorities conferred on them by the Act of Parliament herein-after recited, of those Parts of the Lands contained in said last-mentioned Disposition and Deed of Entail which lie within the Territory of the Burgh of *Glasgow* (with the Exception of the said Two Tenements of Land herein-before mentioned situated in *Bridgegate Street* thereof), which Charter is dated the Tenth Day of *September* in the Year One thousand eight hundred and twenty-eight, and upon which Charter and Precept of Sasine therein contained the said *Archibald Campbell* was duly infeft conform to Instrument of Sasine in his Favour dated the Tenth Day of *October* and registered in the General Register of Sasines kept at *Edinburgh* the Twentieth Day of *October* in the Year One thousand eight hundred and twenty-eight; but no feudal Title was established in the Person of the said *Archibald Campbell* under the said last-mentioned Disposition and Deed of Entail to the Right of Ground Annual aforesaid imposed or intended to have been imposed on the aforesaid Subjects in *Bridgegate Street:*

Second Feuing Act, 9 G. 4. c. 24.

And whereas an Act was passed in the Ninth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act to amend an Act of the Thirty-second Year of the Reign of His late Majesty, for vesting those Parts of the Lands and Estate of* Blythswood *and others which lie in the County of* Lanark *in Trustees, for the Purposes of selling or feuing the same, and for other Purposes therein mentioned*, by which it was, *inter alia*, enacted, that the said *William Mure* and *Robert Davidson*, Trustees elected and appointed by the before-recited Deed of Election and Devolution, and the Trustees or Trustee to be thereafter elected and appointed in manner directed by the said first-recited Act and the Act under Recital, should hold and stand

stand possessed, the said *William Mure* and *Robert Davidson*, and the Survivor of them, or the Heir of the Survivor, of the said Lands and others, by the said Deed of Election and Devolution conveyed to them, and the said Trustees or Trustee to be thereafter elected and appointed, of such Parts of the said Lands as should be conveyed to them, as fully and effectually as if the same had been or should be conveyed to the said Trustees elected or to be thereafter elected by Disposition or Charter, and vested in them by Infeftment or other feudal Investiture, with full Power to the said Trustees elected or to be elected as aforesaid, and to the Survivors or Survivor of them, and to the Heir of such Survivor, by and with the Consent and Approbation specified in the said first herein-before recited Act, absolutely to make sale and dispose of or grant Feus of the Lands vested or to be vested in them respectively, in such Lots or Portions as they might see fit, and to grant Dispositions, Feu Charters, Contracts, or other Feu Rights thereof to the Person or Persons purchasing the said Lands or acquiring the said Feus, to be holden of and under the said Trustees or their Assignees in Feu Farm, Fee, and Heritage, for the Payment of such Price or Prices, Feu Duty or Feu Duties, and under such Conditions, Restrictions, and Regulations as might be agreed upon by and between the said Trustees and the Purchaser or Purchasers, Feuar or Feuars of such Lands, and it should and might be lawful to and for the said Trustees elected or to be elected as aforesaid, and to the Survivors and Survivor of them, and to the Heir of the Survivor, and they are by the said last-recited Act required, from Time to Time to dispone and convey such Parts of the said entailed Lands and Estates thereby vested in them, and feued or to be feued by them as aforesaid, but under the Burthen of the Rights and Infeftments of Property granted or to be granted by them to the Purchasers or Feuars of the said Lands, to and in favour of the said *Archibald Campbell*, or the Heir for the Time being entitled to the Rents and Profits of the said entailed Estates, and to the other Heirs of Entail contained in the herein-before recited Deed of Entail executed by the said *Colin Campbell* deceased, and with and under all the Conditions, Limitations, Powers, Provisions, Clauses irritant and resolutive, and Declarations and others therein set forth, which Dispositions and Conveyances should, by the Trustee or Trustees executing the same, forthwith be registered in the Register of Tailzies for the Benefit of all concerned; and it is farther by the said last-recited Act enacted, that if the said *William Mure* and *Robert Davidson*, or either of them, or any Trustee or Trustees to be elected by them in manner therein-after directed, should die, or be desirous to be discharged from or become incapable to act in the Trusts, Powers, and Authorities conferred on them by the said first-recited Act and the Act now in recital, or to be conferred on such elected Trustee or Trustees, in virtue of the Powers in either of the said Acts contained, at any Time before the Purposes of the said Two Acts should have been fully accomplished, then and in any of the said Cases, and when and so often as the Case should happen, it should and might be lawful to and in the Power of the surviving or acting Trustees or Trustee, or the Heir of such Survivor, together and in conjunction with the said *Archibald Campbell*, or the Heir of Entail for the Time being entitled to the Rents and Profits of the said entailed Estate of *Blythswood*, if of Age, or, if such

Heir should be an Infant under the Age of Twenty-one Years, together and in conjunction with his or her Tutors or Curators, to elect and appoint, by Deed executed according to the Forms of the Law of *Scotland*, and which Deed should be registered in the Register of Sasines at *Edinburgh*, any other fit Person or Persons, to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead of them the said *William Mure* and *Robert Davidson*, or such Trustees or Trustee to be elected as aforesaid, or such of them as should so die, or be desirous to be discharged from or become incapable to act in the Trusts, Powers, or Authorities granted by the said Two Acts, and so from Time to Time as often as there should be Occasion, and as often as any such new Trustees or Trustee should be appointed as aforesaid, and to dispone and convey to such new Trustees or Trustee to be elected and appointed as aforesaid all and whole such Parts and Portions as at such Time or Times might remain to be disposed of in Terms of the said Two Acts of all and singular the Lands, Teinds, Tenements, and other Premises vested by the said herein-before recited Deed of Election and Devolution in the said *William Mure* and *Robert Davidson*; and the Lands and other Premises so to be conveyed should thereupon become legally and effectually vested in the surviving or continuing former Trustees and Trustee, or such new Trustees or Trustee, or wholly in such new Trustees or Trustee, as the Case might require, and their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, upon the same Trusts, and for the Intents and Purposes, and with, under, and subject to all the Powers, Privileges, and Authorities by the said first-recited Act and the Act under Recital given and declared: And whereas immediately after the Execution of the Deed of Election and Devolution before recited the said *William Mure* and *Robert Davidson*, Trustees thereby appointed, did enter upon and proceed with the Execution of the Trust thereby conferred upon them, and under their Management a considerable Portion of the Property thereby vested in them was feued out for the Payment of annual Feu Duties to a large Amount; and by the Feu Charters, Contracts, or other Rights granted by the said Trustees the Feuars in the Lands so feued by them were appointed to hold the same of and under the said Trustees and their Successors, in Feu Farm, Fee, and Heritage: And whereas in consequence of the Death of the said *William Mure* the said *Robert Davidson* became sole Trustee under the foresaid Deed of Election and Devolution and Acts before recited, and by Deed of Entail dated the Twenty-eighth Day of *March* and Second Day of *April*, and registered in the Register of Tailzies the Eleventh Day of *June*, and in the Books of Council and Session the Twenty-eighth Day of *July*, all in the Year One thousand eight hundred and thirty-one, executed by the said *Robert Davidson*, as sole Trustee foresaid, with Consent of the said *Archibald Campbell*, he gave, granted, disponed, and conveyed to and in favour of the said *Archibald Campbell*, and the other Heirs of Tailzie contained in the foresaid Deed of Entail executed by the said deceased *Colin Campbell*, and with and under all the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations therein contained, all and whole those Parts and Portions which were disponed to the said deceased *William Mure* and *John Maxwell*, and him the said *Robert Davidson*, by the Deed of

Entail by Robert Davidson, 28th March and 2d April 1831.

Election

Election and Devolution before recited of all and whole the Lands, Teinds, and other Estates described in the said Two recited Acts, but excepting always and reserving therefrom those Parts and Portions thereof conveyed by him the said *Robert Davidson* to the Honourable *Charles Douglas* of *All Souls College, Oxford*, now Lord *Douglas* of *Douglas*, Sir *Francis Walker Drummond* of *Hawthornden*, Baronet, *William Macdowall* Esquire, last of *Garthland*, now deceased, himself the said *Robert Davidson*, and *Charles Stirling* Esquire, Merchant in *Glasgow*, also now deceased, by the Deed of Election and Assumption after recited, and together with all Rights, of whatever Nature, accruing to him as Trustee foresaid, or to the said entailed Estate, in virtue of any Feu Charters, Contracts, or other Deeds entered into by the said deceased *William Mure* and him, as Trustees, under the said Two recited Acts or either of them, with the Vassals in the said Lands, or in virtue of any other Rights that had been granted by them as Trustees foresaid to the said Vassals, and under the Exception of the Feu Rights or Infeftments of Property of the said Lands and Estates theretofore granted by the said *William Mure* and him, as Trustees foresaid, to the different Feuars and Vassals thereof; and in virtue of the Procuratory of Resignation contained in the said last-mentioned Deed of Entail the following Title Deeds were expede in favour of the said *Archibald Campbell*; *primo*, a Charter of Resignation under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, of the whole Lands contained in the Disposition and Deed of Entail last recited, so far as holden of the Crown, which Charter is dated the Second Day of *June*, and written to the Seal and registered and sealed the Eighteenth Day of *August*, in the Year One thousand eight hundred and thirty-one, upon which Charter and Precept of Sasine therein contained the said *Archibald Campbell* was duly infeft conform to Instrument of Sasine following thereon in his Favour, dated the Twenty-fifth Day of *August* and registered in the General Register of Sasines at *Edinburgh* the Thirteenth Day of *September*, both in the Year One thousand eight hundred and thirty-one; *secundo*, a Charter of Resignation and Novodamus of the said Provost, Magistrates, and Town Council of *Glasgow*, granted by them under and by virtue of the Powers and Authorities conferred on them by the said last-recited Act of those Parts of the Lands contained in the said last-recited Disposition and Deed of Entail which lie within the Territory of the Burgh of *Glasgow*, which Charter is dated the Fourteenth Day of *October* One thousand eight hundred and thirty-one, and upon which Charter, and Precept of Sasine therein contained, the said *Archibald Campbell* was duly infeft, conform to Instrument of Sasine following thereon in his Favour dated and recorded in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow* the Twenty-sixth Day of *October* One thousand eight hundred and thirty-one: And whereas the said *Robert Davidson* having determined to complete, as far as might be, the Business of the Trust committed to the said *William Mure* and him, and to devolve upon fit Persons, in conjunction with himself, the Burthen of transacting and fulfilling the future Duties of the Trust, he, by a Deed of Election and Assumption, dated the Twenty-eighth Day of

March

March and Second Day of *April*, and registered in the General Register of Sasines at *Edinburgh* the Sixteenth Day of *April* and in the Books of Council and Session the Eleventh Day of *May*, all in the Year One thousand eight hundred and thirty-one, executed by him, together and in conjunction with and with Consent of the said *Archibald Campbell*, did nominate, elect, and appoint the said *Charles Douglas* now Lord *Douglas*, Sir *Francis Walker Drummond*, *William Macdowall*, last of *Garthland*, and *Charles Stirling*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, to be Trustees for the Purposes specified in the said Two recited Acts, in the Place and Stead of the said *William Mure*, and along with him the said *Robert Davidson*, with the whole Powers, Privileges, and Authorities conferred by the said Two before-recited Acts; and with Consent of and in conjunction with the said *Archibald Campbell* he thereby disponed and conveyed to and in favour of the said *Charles Douglas* now Lord *Douglas*, Sir *Francis Walker Drummond*, *William Macdowall*, and himself the said *Robert Davidson*, and the said *Charles Stirling*, and their Heirs and Assigns, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, in trust as aforesaid, all and whole the Lands and others therein particularly described, being the Portions which then remained to be disposed of and employed in Terms of the said Two recited Acts of the Lands and others which were conveyed to the said *William Muré*, *John Maxwell*, and him the said *Robert Davidson*, by the Deed of Election and Devolution before recited: And whereas upon the Death of the said *Archibald Campbell* without Issue of his Body *Archibald Campbell* now of *Blythswood* was served nearest and lawful Heir Male of Tailzie and Provision to him in the Lands and Heritages contained in the foresaid Two Deeds of Entail executed by the foresaid *Allan Maconochie* and *James Walker*, and by the said *Robert Davidson* respectively, conform to Two Retours of his Service as Heir foresaid, both dated the Fourteenth Day of *September* in the Year One thousand eight hundred and thirty-eight, and duly retoured to Chancery; and in virtue of Two Precepts from Chancery, both dated the Twenty-third Day of *October* in the Year One thousand eight hundred and thirty-eight, the said *Archibald Campbell* now of *Blythswood* was duly infeft and seised in the whole Lands and Heritages contained in the Two before-recited Deeds of Entail respectively, so far as the said Lands and Heritages are holden of the Crown, conform to Two Instruments of Sasine in his Favour, following upon the said Precepts, both dated the Thirty-first Day of *October* and registered in the General Register of Sasines at *Edinburgh* the Fifth Day of *December* in the Year One thousand eight hundred and thirty-eight; and further, in virtue of Two Precepts of Clare Constat, dated respectively the Eighteenth Day of *July* and Twenty-second Day of *August* in the Year One thousand eight hundred and thirty-nine, made and granted by the said Provost, Magistrates, and Town Council of *Glasgow*, the said *Archibald Campbell* now of *Blythswood* was duly infeft and seised in the whole other Lands and Heritages contained in the said Two Deeds of Entail respectively (excepting always the Two Tenements herein-before mentioned, situated in *Bridgegate Street* of *Glasgow*), conform to Two Instruments of Sasine following upon the said Two Precepts respectively, in favour of the said *Archibald Campbell* now of *Blythswood*, both dated the Twentieth Day of

of *September*, and registered in the said General Register of Sasines the Seventh Day of *October*, both in the Year One thousand eight hundred and thirty-nine: And whereas, after the Execution of the Deed of Election and Assumption before recited, the said Sir *Francis Walker Drummond*, *William Macdowall*, *Robert Davidson*, and *Charles Stirling* did enter upon and proceed with the Execution of the Trust thereby conferred upon them, and under their Management a considerable Part of the Property thereby vested in them was sold or feued; but the said *Charles Douglas* never entered upon or in any Manner interfered with the Execution of the said Trust; and after the Death of the said *Charles Stirling* a farther Portion of the said Property was feued by the said Sir *Francis Walker Drummond*, *William Macdowall*, and *Robert Davidson*; but thereafter the said *William Macdowall* having died, and the said *Robert Davidson* having become desirous of being relieved of the Trusts conferred upon him as aforesaid, he and the said *Charles Douglas*, by Deed of Renunciation dated the Sixth and Fifteenth Days of *June*, registered in the foresaid General Register of Sasines the Nineteenth Day of *June*, and in the Books of Council and Session the Eighth Day of *September*, all in the Year One thousand eight hundred and forty, renounced and surrendered the Office of Trustee conferred upon them as aforesaid, with the Privileges and Authorities contained in the Two herein-before recited Acts; and thereafter a farther Portion of the said Property was feued by the said Sir *Francis Walker Drummond*, as sole surviving and continuing Trustee under the said Two recited Acts: And whereas a considerable Portion of the Lands contained in the said Deed of Election and Assumption still remains to be disposed of, in Terms of the said Two before-recited Acts, and in consequence of the Death of the said Sir *Francis Walker Drummond*, which took place on or about the Twenty-ninth Day of *February* in the Year One thousand eight hundred and forty-four, the Right and Power to execute the said Trusts has devolved upon Sir *James Walker Drummond* now of *Hawthornden*, Baronet, the eldest Son and Heir of the said Sir *Francis Walker Drummond* deceased: And whereas the Title of the said *Archibald Campbell* now of *Blythswood* to the said Right of Ground Annual or Ground Rent secured or intended to have been secured on the aforesaid Subjects in *Bridgegate Street* rests upon the Conveyance or Deed of Tailzie by the said *Allan Maconochie* and *James Walker*, before mentioned, and his the said *Archibald Campbell*'s Special Service to the said deceased *Archibald Campbell* last of *Blythswood*: And whereas the said *Archibald Campbell* now of *Blythswood* is the Person presently entitled to the Rents and Profits of the whole Lands contained in the foresaid Deed of Election and Assumption already feued or remaining to be feued as aforesaid: And whereas, in order to settle and convey in Terms of the last herein-before recited Act to the said *Archibald Campbell* and the Heirs of Tailzie and Provision hereafter entitled to succeed to him therein those Parts of the Lands and Heritages described in the said Two herein-before recited Acts, which are contained in the Deed of Election and Assumption also herein-before recited, it would be necessary that One or more additional Deeds of Entail should be hereafter executed, and thus the Lands and Heritages contained in the said Two recited Acts would thereafter be holden and possessed by the said *Archibald Campbell* and the said Heirs of Tailzie and Provision under Three or more separate

Deeds of Entail, and Investitures following thereupon, and great Inconvenience and Expences would arise from the multiplying of Entails, and there might be Risk of Errors and Mistakes, and the Possibility of the Entails being themselves invalidated, to the Prejudice of the Heirs called to the Succession under the same: And whereas Difficulties may occur as to the proper Way and Manner of completing and maintaining a valid tailzied feudal Title to the foresaid Right of Ground Annual or Ground Rent: And whereas it will be for the Benefit and Advantage of the said *Archibald Campbell*, and the said Heirs of Tailzie and Provision, that a new Deed of Entail be executed by the said *Archibald Campbell*, or the Heir seised in and entitled to the Rents and Profits of the Estate of *Blythswood* for the Time, with Consent of the said Sir *James Walker Drummond*, and failing him with Consent of his the said Sir *James Walker Drummond*'s Heir Male for the Time, in the Room and Place of the said Sir *Francis Walker Drummond* deceased, such new Entail to comprehend all the Lands and Heritages contained in the aforesaid Two Deeds of Entail made respectively by the said *Allan Maconochie* and *James Walker*, with Consent foresaid, and by the said *Robert Davidson*, with Consent foresaid, and to comprehend also all the Lands and Heritages vested in the said *William Macdowall*, *Allan Maconochie*, and *James Walker*, by the said first herein-before recited Act, and contained in the said Deed of Election and Assumption, and likewise to comprehend the Lands which were acquired by the said deceased *Archibald Campbell* from the Provost and Magistrates of the City of *Glasgow*, from the said *William Harley*, and from the said *John Alston*, in Excambion, as aforesaid, and likewise the aforesaid Right of Ground Annual or Ground Rent, so that the said whole Lands and Heritages may be thereafter holden and possessed by the said *Archibald Campbell* and the said Heirs of Tailzie and Provision in virtue of One Deed of Entail, and Investiture following thereupon: And whereas upon the said new Deed of Entail being executed, and feudal Titles completed under the same, it would be for the Benefit of the said *Archibald Campbell*, and the said Heirs of Tailzie and Provision, if he and they were empowered, with Consent as after expressed, to sell or grant Feus of those Parts of the Lands and other Heritages contained in the first herein-before recited Act, and in the foresaid Deed of Election and Assumption, which have not been already disposed of in Terms of the said Two recited Acts; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty, upon the humble Petition of the said *Archibald Campbell* now of *Blythswood*, 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 said *Archibald Campbell* at any Time during his Life, or failing him the Heir of Entail for the Time being (although minor at the Time, provided the Tutors or Curators of such Heir of Entail shall concur,) who shall be possessed and seised of the Lands and others comprised in the Two Deeds of Entail herein-before recited, executed by the said deceased *Allan Maconochie* and *James Walker* and by the said deceased *Robert Davidson* respectively, as aforesaid, jointly and

New Entail to be executed, under the Authority of the Court of Session, by Archibald Campbell now of Blythswood,

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in concurrence and conjunction with the said Sir *James Walker Drummond*, and failing him his the said Sir *James Walker Drummond*'s Heir Male for the Time, in the Room and Place of the said Sir *Francis Walker Drummond* deceased, shall as soon as conveniently may be after the passing of this Act apply summarily by Petition to the Court of Session in *Scotland*, in either Division thereof, and by and with the Direction and Approbation of the said Court make, grant, and execute a Disposition and Settlement or Deed of Entail of the Lands and others after specified; *videlicet*, in the first place, the whole Lands, Teinds, and other Rights and Heritages whatsoever contained in the before-recited Deed of Entail executed by the said *Allan Maconochie* and *James Walker*, dated and registered as herein-before mentioned; in the second place, the whole Lands, Teinds, and other Rights and Heritages whatsoever contained in the also before-recited Deed of Entail executed by the said *Robert Davidson*, dated and registered as herein-before mentioned; in the third place, the foresaid Right of Ground Annual or Ground Rent payable from and secured on the aforesaid Subjects in *Bridgegate Street* of *Glasgow*; in the fourth place, the whole Lands, Teinds, and other Rights and Heritages contained in the also before-recited Deed of Election and Assumption executed by the said *Robert Davidson*, dated and registered as herein-before mentioned, with all Rights of whatever Nature accruing to the Trustees thereby nominated or any of them from any Feu Contracts or other Deeds entered into by them or any of them, under Authority of the said Two recited Acts, with the Vassals, whether in Feu or Blench, in the said Lands and others; in the fifth place, the whole Lands and other Rights and Heritages acquired by the said deceased *Archibald Campbell* under the Contract of Excambion; also before recited, between the Provost, Magistrates, and Town Council of the City of *Glasgow* and him; and in the sixth place, the whole Lands and other Rights and Heritages, as well those acquired as those disponed by the said deceased *Archibald Campbell*, by and under the Two Contracts of Excambion, likewise before recited, entered into between him and the foresaid *William Harley* and *John Alston* respectively, but under the Burthen and Exception always of the Rights and Infeftments of Property, whether Blench or Feu, granted to Feuars, Purchasers, Disponees, or other Vassals by the Trustees herein-before named and designed, or by any of them, by virtue of the Authorities and Powers contained in the Two Acts herein-before recited, and of the Deeds of Election and Devolution, and of Election and Assumption, also before recited, or any of them, and under the further Burthen and Exception of all Charters and other Deeds granted by the said Trustees, or by the said deceased *Archibald Campbell*, or by the said *Archibald Campbell* now of *Blythswood*, or by any Commissioner duly authorized in his Name, for renewing the said Rights and Infeftments of Property in favour of the Heirs, Disponees, or other Representatives of the said Feuars, Purchasers, Disponees, or other Vassals, or in favour of the Disponees or Vassals in the Lands disponed by the said deceased *Archibald Campbell* by the foresaid Two Contracts of Excambion entered into between him and the said *William Harley* and *John Alston* respectively; which Disposition and Settlement or Deed of Entail shall in all other respects be made in the

or the Heir in Possession for the Time.

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 and Heritages to and in favour of the same Series of Heirs of Entail as were called to take and succeed under the before-recited Deed of Entail executed by the said deceased *Colin Campbell* of *Blythswood*, bearing Date the Thirteenth Day of *December* in the Year One thousand seven hundred and thirty-nine, and under all the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations which in and by the said last-mentioned Deed of Entail are declared and expressed of and concerning the Lands and others therein specified and contained, 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.

Sir James Walker Drummond or his Heir for the Time to act.

II. And be it enacted, That the said Sir *James Walker Drummond*, and failing him the Heir Male of him the said Sir *James Walker Drummond* for the Time, shall, in the Room and Place of the said Sir *Francis Walker Drummond* deceased, concur with the said *Archibald Campbell* now of *Blythswood*, and failing him the Heir of Entail aforesaid, in applying to the Court of Session in manner aforesaid, and in executing the said Disposition and Settlement or Deed of Entail hereby directed to be made and executed, in like Manner and as if the said Sir *James Walker Drummond* or his Heir Male for the Time had been nominated a Trustee by and were at the Time sole surviving and continuing Trustee acting under the Deed of Election and Assumption before recited, and without the Necessity of establishing in the Person of the said Sir *James Walker Drummond* or his Heir Male for the Time any feudal or other Title to the Lands contained in the said Deed of Election and Assumption.

Form of Description of Lands.

III. And be it enacted, That it shall not be requisite in the said Deed of Entail hereby authorized to be made to insert the Descriptions of the Lands and Heritages given in or set forth in the aforesaid Two Deeds of Entail made respectively by the said *Allan Maconochie* and *James Walker*, with Consent foresaid, and by the said *Robert Davidson*, with Consent foresaid, nor the Description of the Lands and Heritages given in or set forth in the said Deed of Election and Assumption, nor the Descriptions of the Lands and Heritages given in or set forth in the foresaid Three Contracts of Excambion; and that in respect of and so as to operate a complete Conveyance of all the Lands and Heritages contained in the said first-recited Act, and in the Contracts of Excambion, and the several Writings, Deeds, and Instruments aforesaid, it shall be sufficient to insert in the Deed of Entail hereby authorized to be made, and in the whole Procuratories and Instruments of Resignation, Charters, Services, Retours, Precepts, and Instruments of Sasine to follow thereupon, the Description contained in the aforesaid Disposition and Deed of Entail made by the said *Colin Campbell* of *Blythswood* in the Year One thousand seven hundred and thirty-nine, and in the Act first herein recited, and a Description of the Lands which were disponed to the said deceased *Archibald Campbell* by the aforesaid Contract of Excambion into which he entered with the Provost, Magistrates, and Town Council of *Glasgow*, and (in respect of the

the aforesaid Subjects in *Bridgegate Street*) with a Qualification restricting the said Conveyance, so far as regards these Subjects, to the foresaid Right of Ground Annual or Ground Rent payable for the same; and such Conveyance of the said Subjects in *Bridgegate Street*, qualified as aforesaid, shall to all Intents and Purposes be held to constitute a sufficient Conveyance of the said Ground Annual or Ground Rent in favour of the said *Archibald Campbell*, or other Heir of Tailzie granting the said Deed, and of all his Successors, being Heirs of Tailzie aforesaid.

Entail to be recorded in Register of Tailzies, and Titles made up thereon.

IV. And be it enacted, That after the said Disposition and Settlement or Deed of Entail shall be so made and executed in manner and to the Effect aforesaid the same shall be forthwith recorded in due Form in the Register of Tailzies, for the Benefit and Security of all and every Person and Persons interested therein, and a Charter or Charters of all the Lands and Heritages therein, except the aforesaid Right of Ground Annual, may and shall pass and be obtained thereupon, and Infeftment be taken by virtue of the Precept or Precepts of Sasine therein to be contained, and the Instrument or Instruments of Sasine shall be duly registered in the General Register of Sasines at *Edinburgh*, or in the said Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow*; upon all which the said Court shall interpone its Authority, by declaring that the Directions by this Act given in that Behalf have been complied with, according to the true Intent and Meaning thereof.

Mode of passing the Right of Ground Annual to the Heir of Entail.

V. And in order to avoid all Difficulty or Difficulties in regard to the Form of Title to the said Ground Annual or Ground Rent in Time to come, be it enacted, That the same being inserted in and conveyed in manner foresaid by the Entail hereby authorized to be made, the said Right and the Title of the Maker of the said Entail, and the Entail of said Ground Annual or Ground Rent, shall be complete, to all Intents and Purposes, without Charter or Sasine, and the Title of each succeeding Heir of Entail thereto shall be complete and sufficient, so soon as he or she shall have been served Heir of Tailzie and Provision to his or her Predecessors in the Lands and other Heritages hereby authorized to be entailed, or in any Part or Portion thereof; and that no Charter or Sasine in the Person of the said *Archibald Campbell*, nor of any succeeding Heir of Tailzie, shall be requisite, in order to the Completion of the entailed Right to the same, or to authorize the said *Archibald Campbell*, or the Heir in Possession of the Estate of *Blythswood* for the Time, to take all competent Means for recovering Payment of the said Ground Annual.

Lands to be sold or feued, with Consent of Trustees.

VI. And be it enacted, That from and immediately after the making and completing of the Disposition and Settlement or Deed of Entail hereby directed to be executed, the recording thereof in the Register of Tailzies, the passing of the Charters thereon, and the taking and recording in the Register of Sasines the Instruments of Sasine to follow thereupon, it shall and may be lawful for the said *Archibald Campbell* now of *Blythswood*, and failing him the Heir of Entail entitled for the Time to the Possession of the Lands and other Heritages to be contained in the said Disposition and Settlement or Deed of Entail, and the

the Tutors, Curators, or other legal Guardians of such Heir, if under Age, or any other legal Disability or Incapacity, but always by and with the Consent in Writing of *William Mure* Esquire, of *Caldwell*, *Archibald Alison* Esquire, Sheriff of the County of *Lanark*, *William Douglas Dick* Esquire, of *Pitkerro*, *John Campbell Douglas* Esquire, Writer in *Glasgow*, and *John Forbes Walker Drummond* Esquire, Writer to the Signet, or of such other Person or Persons as may be appointed in manner after expressed, as Trustees for the Protection of the Rights and Interests of the Substitute Heirs of Entail who may become entitled to succeed to the said Lands and other Heritages, and the Survivors and Survivor of the said Trustees, and the Heir Male of such Survivor, absolutely to make sale and dispose of or to grant Feus of those Parts of the said Lands and Heritages which are specified in the Schedule hereunto annexed, which Schedule comprehends the whole Lands and Heritages contained in the before-recited Deed of Election and Assumption not disposed of by the Trustees thereby nominated under the Provisions of the said Two before-recited Acts, and of all such other Lands and Heritages as may be acquired by Excambion or otherwise in lieu of any Lands specified in the said Schedule, or any Part or Portion of the same, to any Person or Persons, Bodies Politic or Corporate, who may be willing to become the Purchaser or Purchasers thereof, or to take Feus of the same, and that altogether or in Parcels, at or for the highest Price or Prices, Feu Duty or Feu Duties, that can be reasonably had or obtained for the same, and either by Private Sale or Public Auction.

Prices of Lands sold to be paid into Bank.

VII. And be it enacted, in regard to such Parts of the said Lands as shall be sold under Authority of this Act, That as soon as a Sale or Sales shall be effected the Money arising therefrom shall, when payable, be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in the Names of the said Trustees hereby appointed, and the Survivors or Survivor of them, 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, which shall be by the said Trustees annually accumulated and added to the Principal Sum until the same shall be disposed of as after mentioned; and upon such Price or Prices being paid as aforesaid the said *Archibald Campbell*, and failing him the Heir of Entail entitled to the Possession of the said Lands and Heritages hereby directed to be entailed as aforesaid, or the Tutors, Curators, or other legal Guardians of such Heir, shall be entitled and bound to execute (by and with the Consent of the Trustees hereby nominated, or of such other Person or Persons as may be appointed in manner after expressed, and the Survivors and Survivor of them,) and to deliver to the Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands that may be so sold, freed of all the Fetters of the said Disposition and Settlement or Deed of Entail, and subsequent Investitures, and of all Incumbrances whatsoever, and containing all Clauses usual and necessary for vesting the Lands so to be sold in the Purchaser or Purchasers thereof in Fee Simple, to be holden in Free Blench of and under the said *Archibald Campbell* or the Heir of Entai

Entail aforesaid, and also, if it shall be thought fit, a Clause binding the said *Archibald Campbell*, and the Heirs of Entail succeeding to him in the Lands and Heritages to be entailed as aforesaid, in absolute Warrandice; and the Receipt of the Treasurer of the Bank of *Scotland*, or of the Cashier of the Royal Bank of *Scotland*, or of the Manager of the Bank of the *British* Linen Company, or of the Manager of the Commercial Bank of *Scotland*, or National Bank of *Scotland*, for the Money respectively paid to them, shall be a full and complete Discharge of the Price to such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, Administrators, and Successors whatsoever; and from thenceforth such Purchaser or Purchasers, his, her, or their respective Heirs, Executors, Administrators, and Successors, shall be and are hereby absolutely acquitted and discharged of and from the said Price or Prices, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part of the same.

Application of Price of Land to be sold.

VIII. And be it enacted, That the said Trustees shall apply the Monies or Prices so directed to be paid into one or other of such Banks as aforesaid, in the first place, in paying and defraying the Costs, Charges, and Expences incurred preparatory to and in applying for, obtaining, and passing this Act, in expeding and completing the Writs and Title Deeds hereby appointed to be executed, and otherwise in the Execution of the Trusts hereby created, and in carrying into effect the other Directions and Purposes of this Act; and in the next place shall, by and with the Consent and Approbation of the said *Archibald Campbell*, and failing him the Heir of Entail for the Time entitled to the Possession of the said Lands and Heritages hereby directed to be entailed as aforesaid, or the Tutors, Curators, or other legal Guardians of such Heir, lay out, invest, and apply the Surplus of the said Monies or Prices which shall remain in the Purchase of other Lands and Heritages, to be situated in the County of *Renfrew*, or as near thereto and to the Mansion House of *Blythswood* as reasonably may be.

Application of Accumulations of Interest.

IX. And be it enacted, That after applying the said Monies or Prices in the Purchase of other Lands as aforesaid the Surplus which shall remain at the Credit of the said Trustees arising from the Interest of the Monies or Prices so directed to be paid into the said Banks, and all Accumulations thereof, shall, from Time to Time as such Purchases shall be made, be paid to the Person or Persons who would have been entitled for the Time during which such Surplus was accumulating to the Rents and Profits of the Lands so directed to be sold as aforesaid, or to the Representatives of such Person or Persons.

Lands purchased to be entailed.

X. And be it enacted, That the Lands and Heritages so to be purchased by the said Trustees in pursuance of the Directions of this Act shall, as soon as convenient after the Purchase or Purchases thereof, be by the said Trustees, with Consent foresaid, disponed and conveyed to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations, as in and by the said Deed of Entail herein-before authorized to be made and executed shall be declared

declared and expressed of and concerning the Lands and others to be comprised in the same; and the Dispositions and Conveyances to be executed in pursuance of this Provision shall be so framed as to bind the Institute as well as all and every other Person or Persons succeeding as Heirs of Entail to observe the whole prohibitory, irritant, and resolutive Conditions of the Tailzie, both with reference to the new Lands and Heritages to be purchased, and to the Lands to be contained in the Deed of Entail herein-before directed to be executed; and the said Trustees shall immediately after the Execution of such Conveyances or Dispositions cause the same to be registered in the Register of Tailzies for the Benefit of all and every Person and Persons interested therein, and Infeftment taken thereon.

Feu Rights to be granted, with Consent of Trustees.

XI. And be it enacted, That in regard to such Parts of the foresaid Lands as may or shall be feued under Authority of this Act it shall and may be lawful for the said *Archibald Campbell*, and failing him the Heir of Entail for the Time entitled to the Possession of the Lands hereby directed to be entailed as aforesaid, or the Tutors, Curators, or other legal Guardians of such Heir, but always by and with the Consent in Writing of the said *William Mure*, *Archibald Alison*, *William Douglas Dick*, *John Campbell Douglas*, and *John Forbes Walker Drummond*, or such other Person or Persons as may be appointed in manner after expressed as Trustees before mentioned, and the Survivors and Survivor of the said Trustees, and the Heir Male of such Survivor, to make, grant, subscribe, and deliver, to and in favour of such Person or Persons, Bodies Politic or Corporate, as may contract to take Feus of the said Lands or any Part or Parts thereof, all necessary Feu Charters or Feu Contracts, or Dispositions in Feu, containing all usual and necessary Clauses, and in particular Precepts of Sasine for infefting such Person or Persons, Bodies Politic or Corporate, in the Lands so to be feued to them, but to be holden always of and under the said *Archibald Campbell*, or the Heir of Entail for the Time in Possession of the Lands and Heritages hereby directed to be entailed as aforesaid, in Feu Farm, Fee, and Heritage for ever.

Charters by Progress to be granted without such Consent.

XII. And be it enacted, That both in regard to the Lands which may be sold and the Lands which may be feued under Authority of this Act the Consent of the said Trustees shall not be necessary in the granting of Charters by Progress, or Precepts of Clare Constat, to Heirs or singular Successors, legal or voluntary, on the Renewal of original Feu or Blench Rights to be entered into or granted in virtue hereof; and that the said *Archibald Campbell*, or the Heir of Entail for the Time entitled to the Possession of the Lands and Heritages hereby directed to be entailed as aforesaid, and his or her Tutors, Curators, or other legal Guardians, shall have full Power, by himself or herself or themselves, alone, to grant, subscribe, and deliver all such Charters by Progress or Precepts of Clare Constat.

Feu Duties to be paid to Heir in Possession.

XIII. And be it enacted, That the Feu Duties hereby authorized to be taken as aforesaid, with the due and lawful Interest thereof during the Nonpayment of the same, by the Feu Charters, Feu Contracts, and Dispositions in Feu hereby authorized to be granted as aforesaid, shall be made payable to the said *Archibald Campbell*, and to the Heirs of Entail

Entail succeeding to him in the Lands and Heritages hereby directed to be entailed as aforesaid, at such Terms and under such Penalties as the said Trustees shall think fit.

No Fine or Grassum to be taken.

XIV. And be it enacted, That in regard to those Parts of the said Lands that may be feued under Authority of this Act it shall not be lawful to the said *Archibald Campbell*, or to any Heir of Entail succeeding to him in the Lands and Heritages hereby directed to be entailed as aforesaid, or to the said Trustees, to take or stipulate for Payment of any Grassum, Fine, or Consideration whatever for making or granting such Feus; and if any Grassum, Fine, or Consideration whatever, other than the Feu Duty or Feu Duties, with Interest and Penalties in case of Nonpayment, and Augmentation thereof in case of Subdivisions, as after expressed, shall be taken or stipulated for, then such Feu or Feus, with the Feu Charters, Feu Contracts, or Dispositions in Feu thereto relating, shall be and the same are hereby declared to be absolutely void and null.

Two Trustees may act.

XV. And be it enacted, That so long and as often as the Number of Trustees nominated by this Act, or elected, chosen, or appointed under Authority of the same, shall exceed Two, it shall be competent and lawful for any Two of them to do, execute, and perform all the Acts, Deeds, Matters, and Things by this Act authorized to be done, executed, and performed; and all such Acts, Deeds, Matters, and Things shall be as good and valid as if done, executed, and performed by all the Trustees who may be then surviving, or elected, chosen, or appointed as aforesaid.

Power to nominate new Trustees.

XVI. And be it enacted, That if the said *William Mure*, *Archibald Alison*, *William Douglas Dick*, *John Campbell Douglas*, and *John Forbes Walker Drummond*, or any of them, or any Trustee or Trustees to be elected by them in manner herein-after directed, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts hereby created before the same shall have been fully performed and executed, it shall and may be lawful to and in the Power of the surviving or acting Trustees or Trustee, together and in conjunction with the said *Archibald Campbell*, or the Heir of Entail for the Time entitled to the Possession of the Lands and Heritages hereby directed to be entailed as aforesaid, or the Tutors and Curators or other legal Guardians of such Heir, to elect and appoint, by Deed executed according to the Forms of the Law of *Scotland* (and which Deed shall be registered in the General Register of Sasines at *Edinburgh*), any fit Person or Persons to be a Trustee or Trustees in the Place and Stead of them the said *William Mure*, *Archibald Alison*, *William Douglas Dick*, *John Campbell Douglas*, and *John Forbes Walker Drummond*, or such of them, or of such Trustee or Trustees so to be elected, as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the said Trusts, and so from Time to Time as often as there shall be Occasion; and in case all the Trustees hereby named or to be elected as aforesaid shall die, or be discharged from or become incapable to act in the said Trusts, without electing and appointing a Trustee or Trustees in their Place and Stead, it shall be lawful to the Court of Session, in either Division thereof,

thereof, and the said Court is hereby required, on the summary Application of the said *Archibald Campbell*, or the Heir of Entail aforesaid, or the Tutors, Curators, or other legal Guardians of such Heir, duly intimated to the next Heir of Entail of full Age and in *Great Britain* for the Time, not being descended of the Body of the Heir in Possession, to appoint One or more Trustee or Trustees in place and stead of the Trustee or Trustees who have so died, or have been discharged, or have become incapable to act as aforesaid; and the Trustee or Trustees so to be elected and appointed shall have the same Powers as are hereby vested in the Trustees hereby named.

If Feus are forfeited, new Feus may be granted.

XVII. And be it enacted, That if at any Time and as often as it shall happen that any of the Feuars or Vassals in any Part of the Lands hereby directed to be entailed as aforesaid (as well in those Parts thereof already feued as in those Parts thereof which may be hereafter feued) shall renounce or abandon their Feus, or shall, in Terms of an Act of the *Scottish* Parliament passed in the Fifteenth Parliament of His Majesty King *James* the Sixth, intituled *All Fewes may be decerned null for not Payment of the Dewty, albeit na Provision be made thereanent in the Infeftments*, or otherwise by Law, amit, lose, or forfeit his, her, or their said Feus, so that by reason of such Renunciation, Abandonment, Nonpayment, Loss, or Forfeiture, or in consequence of any feudal Casualty, or otherwise, the said *Archibald Campbell*, or the Heir of Entail for the Time entitled to the Possession of the Lands and Heritages hereby directed to be entailed, shall, as Superior of such Feus, acquire or become by Law entitled to the *dominium utile* or Property thereof, then and in every such Case it shall and may be lawful for the said *Archibald Campbell* or Heir of Entail aforesaid, or the Tutors, Curators, or other legal Guardians of any such Heir, and they are hereby authorized and empowered, of new to grant Feus of the Lands so renounced, abandoned, or forfeited, and falling to them as aforesaid, or of any Part of such Lands, to any Person or Persons, Bodies Politic and Corporate, who may be willing to take Feus of the same, for the best or highest Feu Duty that can be had or obtained for the same, and without taking Payment of any Grassum or Fine; and in every Feu Charter, Feu Contract, or other Feu Right to be granted in virtue of this Provision the Feuar or Vassal in the same shall be taken bound to hold the Lands therein contained of and under the said *Archibald Campbell*, or the Heir of Entail aforesaid, in Feu Farm, Fee, and Heritage.

Provisions to be inserted in Feu Rights to be granted.

XVIII. And be it enacted, That in order to carry out the Business of feuing, and the Intents and Purposes of the said recited Acts and of this Act, it shall and may be lawful for the said *Archibald Campbell*, or the Heir of Entail in Possession as aforesaid, to appropriate and set off, through and upon the Lands hereby authorized to be sold or feued, Streets, Squares, Terraces, Crescents, Lanes, Roads, and Passages, for the Use of the Feuars and Purchasers thereof; and in the Feu Charters or Feu Contracts, Dispositions in Feu, or other original Feu Rights to be granted under Authority of this Act, it shall and may be lawful for the Parties granting the same to insert therein all such Conditions and Provisions as may to them appear necessary for prohibiting Nuisances; for securing and enforcing regular Payment of the Feu Duty or Feu Duties

Duties to be thereby conditioned for; for limiting and securing the Height, Regularity, and Structure of the Houses and Buildings to be erected upon the Lands so to be feued; the Width of the Streets, Lanes, and Passages therein, and Foot Pavements in the same; the Sewerage in said Streets, Lanes, and Passages; the paving or causeWaying thereof and of the said Foot Pavements; the future Maintenance of the Sewerage, Pavements, and Causeways, and all such other Regulations as to Civil Police and building as may to them appear necessary or expedient; and in particular, and without Prejudice to the Generality foresaid, that it shall and may be lawful to insert in the said Feu Charters, Feu Contracts, Dispositions in Feu, or other original Feu Rights, Conditions and Provisions to the Import and Effect under written, or such of them as may be deemed expedient; *videlicet*, that it shall not be lawful to nor in the Power of the Vassal or Vassals in, or other Person or Persons having Right to, the Lands and Heritages to be contained in any such Feu Charters, Feu Contracts, Dispositions in Feu, or other original Feu Rights, or to his, her, or their Heirs, Assignees, Disponees, or Successors whomsoever, at any Time thereafter, to sub-feu the said Lands or any Part thereof, or absolutely to dispone the same, so as to be held of themselves; but that such of the said Lands which shall be so sold or disponed (whether in whole or in part) shall be held immediately of and under the said *Archibald Campbell*, and the Heir of Entail succeeding to him in the Lands and Heritages hereby directed to be entailed as aforesaid (and of him and them only), for Payment of the Feu Duty or Feu Duties, and Performance of the other Prestations of the Feu to be contained in the said Feu Charters and other Feu Rights aforesaid; and that all Dispositions or other Rights and Conveyances in violation of this Condition, to be granted by the said Vassals or other Persons aforesaid, with the Infeftments that may follow thereon, shall be absolutely void and null; and farther, that all the Dispositions and other Conveyances of the Whole or of Parts or Portions of the said Lands, with the Infeftments to follow thereon, shall be presented to the said *Archibald Campbell*, or the Heir of Entail aforesaid, or his or their Agents or Commissioners, for a Charter of Confirmation thereof, within Three Months after the Date of the original or first Disposition immediately succeeding the last Charter of Confirmation or other public Right granted by the said *Archibald Campbell*, or the Heir of Entail aforesaid, otherwise the same shall be void and null to the Disponees therein, or otherwise that all Purchasers, Disponees, and singular Successors deriving Right from the said Vassals or other Persons aforesaid to the said Lands and Heritages or any Part thereof shall be bound and obliged to obtain themselves, himself, or herself entered as Vassals to the said *Archibald Campbell*, or the Heir of Entail aforesaid, within Three Months after the Date of their purchasing or acquiring Right to the said Lands or any Part thereof; and that in case the said Vassals or other Persons aforesaid shall sell or dispone Parts or Portions only of the said Lands, then the annual Feu Duty of such Parts or Portions shall correspond and bear the same Proportion to the total Feu Duty that may be conditioned for in the said Feu Charters and other Feu Rights aforesaid that the Space of the said Lands so sold or disponed bears to the whole Space of the same; but in case by this Proportion the original annual

Feu

Feu Duty of the Part or Portion of the said Lands so sold or disponed shall be less than Ten Pounds Sterling *per Annum*, but more than Five Pounds Sterling *per Annum*, then the same shall be augmented in favour of the said *Archibald Campbell*, and the Heirs of Entail aforesaid, by an Addition thereto equal to Ten *per Centum* thereof; and if the said Feu Duty shall be Five Pounds Sterling *per Annum*, or less than that Sum, but more than Two Pounds Sterling *per Annum*, then the same shall in like Manner be augmented by an Addition thereto equal to Fifteen *per Centum* thereof; and if the said Feu Duty shall come to be Two Pounds Sterling *per Annum*, or less than that Sum, then the same shall, in like Manner, be augmented by an Addition thereto equal to Twenty-five *per Centum* thereof; and that in these Terms the said *Archibald Campbell*, and the Heirs of Entail aforesaid, shall be obliged to receive and enter the Disponees of the said Vassals, and other Persons aforesaid, as Vassals to them in the said Lands, and to admit of the Subdivision of the Feu Duties accordingly; and also that all Sales, Dispositions, or other Conveyances, Infeftments, and Charters of the Whole or of Parts and Portions of the said Lands, upon Terms in violation of or inconsistent with these Provisions or any of them, shall not only be *ipso facto* void and null (which they are hereby declared to be accordingly), with all that may follow thereon, to the Disponees thereof, but the said Vassals and other Persons aforesaid, upon granting such Rights, or violating any of the Conditions above written, shall amit, lose, and forfeit all Right and Title in and to the said Lands, and the same shall, in the Option of the said *Archibald Campbell* and the Heirs of Entail aforesaid, revert and belong to him, or the Heirs aforesaid, free and disburdened of the Feu Rights thereof, and all following thereon, without the Necessity of any Declarator or Process of Law for that Effect; and which Conditions and Provisions herein-before written shall be engrossed in the Infeftments to follow upon the said Feu Charters, Feu Contracts, Dispositions in Feu, and other original Feu Rights, and in all the subsequent Dispositions, Infeftments, and Charters of the Whole or any Part of the Lands and Heritages therein to be contained, otherwise the same shall be void and null to the Disponees thereof; reserving, however, Power to the said Vassals and other Persons aforesaid to grant Infeftments of Annual Rent, and Dispositions and Infeftments in Security, upon the Premises, and to infeft their Wives and Husbands in the Life-rent thereof, to be held of themselves, without the Necessity of being confirmed by the said *Archibald Campbell*, or the Heirs of Entail aforesaid; but declaring that all such subaltern Rights and Infeftments thall contain and be subjected to the whole other Conditions and Provisions above specified, otherwise the same shall be void and null.

Enactments of former Act to remain.

XIX. And be it enacted, That all the Clauses and Provisions contained in the said second-recited Act, establishing and protecting from Quarrel or Challenge the Dispositions, Conveyances, and Charters, Acts of Infeftment or of Sasine, Instruments of Sasine or of Resignation, Deeds of Entail, and other Writs and Title Deeds therein enumerated, theretofore made and granted, or given, expede, passed, and recorded, or to be thereafter made and granted, given, expede, passed,

passed, and recorded, shall subsist and remain in full Strength, Force, and Effect, as well after as before the passing of this Act, and in particular that the Two before-mentioned Charters of Resignation and Novodamus granted by the Provost, Magistrates, and Town Council of *Glasgow* in favour of the said deceased *Archibald Campbell*, which Charters are subscribed by a Committee of the said Magistrates and Council, or by a Quorum of such Committee, shall be good, valid, and effectual to all Intents and Purposes.

Further Provisions of Second Feuing Act to be continued.

XX. And be it enacted, That the said *Archibald Campbell* now of *Blythswood*, and the Heirs of Tailzie and Provision hereafter to succeed to him in the Lands and Heritages to be contained in the Deed of Entail herein-before directed to be executed, and all the Disponees or Feuars in the said Lands and Heritages, whether holding under Titles already granted or under Titles to be hereafter granted under Authority of this Act, and the Heirs and Assignees of every such Disponee or Feuar, shall have the same Powers and Authorities as by the said second-recited Act are conferred upon the said deceased *Archibald Campbell*, and the Heirs of Entail therein mentioned, and the Disponees, Feuars, and others therein specified, to record all Instruments of Sasine, or any other Writs necessary to complete his, her, or their Title, and requiring Registration, in Terms of the Three Acts of the *Scottish* Parliament therein enumerated, in the General Register of Sasines kept at *Edinburgh*, or in the Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Barony of *Glasgow*, any Law or Practice to the contrary thereof in any way notwithstanding; and that the Magistrates and Town Council of the City of *Glasgow* shall have the same Power and Authority to grant, in favour of the said *Archibald Campbell* now of *Blythswood*, and the Heirs of Tailzie and Provision succeeding to him in the Lands and Heritages to be contained in the Deed of Entail herein-before directed to be executed, Charters of the said Lands and Heritages, to be holden of them the said Magistrates and Council, and their Successors in Office, in Feu Farm, Fee, and Heritage, as by the said second-recited Act is conferred upon the said Magistrates and Council to grant, in favour of the said deceased *Archibald Campbell*, or other Heir of Entail therein mentioned, Charters of the Lands and other Heritages specified in the said second-recited Act; but saving always and reserving to the said Magistrates and Council, and to the Corporation of the City of *Glasgow*, the Feu Duties, Stent, Ground Annuals, Casualties, Duties, Customs, and Services enumerated or referred to in the said second-recited Act; and also reserving to the Town Clerks of *Glasgow*, and their Successors in Office, the Right to demand and exact from the said *Archibald Campbell* now of *Blythswood*, and the Heirs of Entail hereafter to succeed to him under the Deed of Entail herein-before directed to be executed, the Rates, Fees, and Emoluments mentioned in the said second-recited Act.

The Rights of the Town Clerks may be purchased.

XXI. And be it enacted, That it shall and may be lawful for the said *Archibald Campbell*, and failing him the Heir of Entail for the Time entitled to the Possession of the Lands and Heritages hereby directed to be entailed as aforesaid, and to the Tutors, Curators, or other legal Guardians of such Heir (but always by and with the Consent

Consent in Writing of the said Trustees), to contract with the said Town Clerks, or their Successors in Office, for a Renunciation by them of their Right to demand and exact from the said *Archibald Campbell*, and the Heirs of Entail aforesaid, the Fees and Emoluments in the said second-recited Act and hereby reserved to them, and that in consideration of such a definite Sum of Money as may be agreed upon to be accepted of by the said Town Clerks in the Place and Stead of the said Fees and Emoluments, and which Sum of Money the said Trustees are hereby authorized and directed to pay out of the Price or Prices of any Lands that may be sold under Authority of this Act, upon receiving from the said Town Clerks, or other Parties legally entitled to grant the same, a proper and valid Discharge and Renunciation, which the said Clerks shall be and are hereby empowered to grant and execute, in favour of the said *Archibald Campbell* and the Heirs of Entail aforesaid, of the said Right to demand and exact the said Fees and Emoluments, in all Time thereafter.

Trustees may apply to Court of Session for Discharge.

XXII. And be it enacted, That it shall be in the Power of the said *William Mure*, *Archibald Alison*, *William Douglas Dick*, *John Campbell Douglas*, and *John Forbes Walker Drummond*, and any new Trustee or Trustees that may have been appointed in manner above mentioned, and the Survivors or Survivor of them, then acting, or who may have acted in virtue of this Act, or the Heirs or Representatives of them or him, to apply from Time to Time, or at any Time they may think proper, by summary Petition to the Court of Session in *Scotland*, for a Discharge and Exoneration of their Actings and Proceedings by virtue of this Act prior to the Date of any such Application; and in like Manner it shall be in the Power of all or any of the Heirs or Representatives of all or any of the Persons who heretofore have acted as Trustees under the Two before recited Acts, or of the Deeds of Election and Devolution, and of Election and Assumption, before narrated, to apply in manner aforesaid to the said Court for a Discharge and Exoneration of the Actings and Proceedings of the Person or Persons they may represent respectively; and the said Court is hereby authorized and required to order Evidence to be laid before them of all or any such Actings and Proceedings, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the Parties making such Applications respectively of their Actings and Proceedings, or of the Actings or Proceedings of the Person or Persons they may represent, and to declare them acquitted and discharged of the same for ever.

Provision for Expence of Act, &c.

XXIII. And be it enacted, That it shall and may be competent and lawful to either Division of the Court of Session in *Scotland*, and the Judges thereof are hereby required, upon summary Application by the said *Archibald Campbell*, or the Heir of Entail for the Time in Possession of the Lands and Heritages herein-before directed to be entailed, and to the Tutors, Curators, and legal Guardians of such Heir, (but of which Application due Notice shall be given to the Trustees nominated by this Act, or to their Successors in Office,) to authorize and direct, out of the Price or Prices of such Lands as may be sold under the Powers and Authorities in this Act contained, Payment to the Party or Parties making

making such Application of all the Costs, Charges, and Expences incurred preparatory to and in applying for, obtaining, and passing this Act, in expeding and completing the Writs and Title Deeds hereby appointed to be executed, and otherwise in the Execution of the Trusts hereby created, and in carrying into effect the other Directions and Purposes of this Act; and that upon Application made by Petition to the said Court for that Purpose the said Costs, Charges, and Expences shall be taxed and ascertained according to the Practice of the said Court.

Recited Acts, so far as not altered, to remain in force.

XXIV. And be it enacted, That the said Two recited Acts, and all the Powers, Privileges, Conditions, and Provisions thereof, in so far as the same are not hereby altered or amended, or as are not inconsistent with the Terms of this Act, shall continue and be in full Force, Strength, and Effect, to all Intents and Purposes, as fully as if this Act had not been passed.

Saving the Rights of all concerned.

XXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, or their Heirs or Successors, Executors, Administrators, and Assigns, (other than and except the said *Archibald Campbell*, and the Heirs of Entail entitled to succeed to him by the several Deeds of Entail herein-before recited, or any of them, the said Sir *James Walker Drummond*, the Magistrates and Town Council of *Glasgow*, as Superiors of the said Lands or any Part thereof, the Town Clerk or Clerks of the said Burgh, and also all and every other Person who might seek to challenge any of the Dispositions, Feu Charters, Contracts, or other original Feu Rights, Precepts of Clare Constat, Charters of Confirmation, or other Charters by Progress, Instruments of Sasine and of Resignation, Rights of Reversion or of Servitude, or Conveyances or Discharges thereof, upon the Grounds or any of them specially in the last herein-before recited Act enumerated,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estate hereby authorized to be sold or feued as aforesaid, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed.

Evidence Clause.

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

SCHE-

SCHEDULE to which this Act refers;

Specifying the Lands belonging to Archibald Campbell, Esquire, of Blythswood, situated within the Parishes of Barony and St. George of Glasgow and County of Lanark, authorized to be feued and conveyed under the Authority of this Act.

	Locality of Lands to be feued and conveyed.	Tenants or Occupiers.	Parishes.	Extent in Imperial Measure:		Rental of Lands.		
				Square Yards.	36ths.	£	s.	d.
1.	In Blythswood Holm	James Mackay junior and John Crawford.	Barony -	93,600	32	9	0	0
2.	North Side of Regent Street.	- -	Barony -	373	2			
3.	Cowcaddens (Long Lease).	Janet Anderson -	Barony -	975	-	1	17	6
4.	Part of Old Road to the former Powder Magazine.	- -	St. George -	373	12			
5.	North Side of Garnethill.	Alexander Armour.	Barony and St. George.	38,594	4	6	0	0
6.	Bog Park, North-east Side of Woodland Road.	William Neilson	Barony -	19,719	6	6	0	0
7.	South-west side of Woodland Road.	James Mackay junior and Robert Lyle.	Barony -	45,595	31	26	3	9
8.	North-east of Woodland Road and South-west of Centre of Great Western Road.	James Mackay junior and Robert Lyle.	Barony -	100,529	32			
9.	South-west of Woodside North Road and West of Centre of New City Road.	Andrew Philp and James Dick.	Barony -	33,621	3	228	0	0
10.	Eastward of Centre of New City Road and North-east of Woodside North Road.	Alexander Smith and John Rankine.	Barony and St. George.	53,931	5	23	0	0
11.	South-west Side of Garscube Highway, Springbank.	John Rankine -	Barony and St. George.	1,758	28	1	0	0
12.	Black Quarry, South-east of St. George's Road, between Garscube Highway and Woodside North Road.	- -	St. George -	22,981	16			

Johⁿ Ranken.

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