ANNO SEPTIMO

GULIELMI IV. REGIS.

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and did reside in *Great Britain*, should be a Quorum, whose Acts and Deeds under and by virtue of the Powers therein conferred should be good, valid, and sufficient to all Intents and Purposes, but in Trust always, with the Powers, with and under the Burdens, Conditions, and Provisions, and for the Ends, Uses, and Purposes, therein-after written, and no otherwise, and to the Disponees of the said Trustees or Trustee acting for the Time, heritably and irredeemably, without any Manner of Redemption, Reversion, or Regress whatsoever, all and whole the Lands and Mains of *Dudhope*, the Lands of *Chapleshade*, and Lands in *Ackerdale* commonly called *Blackness Acres*, consisting of Thirty-eight Acres or thereby, lying within the Parish of *Dundee* and Sheriffdom of *Forfar*, and bounded as mentioned in the ancient Rights and Infeftments thereof, conform to Charter of Confirmation in favour of him the said *John Rankine*, under the Union Seal, dated the Sixth and sealed the Twenty-ninth Days of *August* One thousand seven hundred and sixty-four Years; as also all and whole the Lands and others following, held by him the said *John Rankine* of the Heirs and Successors of the deceased Colonel *Alexander Duncan* of *Lundie*, his immediate lawful Superiors thereof, and which are described in a Charter of Resignation thereof by the said Colonel *Alexander Duncan* of *Lundie*, in favour of him the said *John Rankine*, dated the Sixth Day of *June* One thousand seven hundred and seventy-six, as follows; *videlicet*, all and whole that Part and Portion of the Lands of *Dryburgh* now called *Wellhead*, lying betwixt the Lands feued to *Patrick Brown*, Mason, on the North, the Lands of *Dudhope* on the East, the Lands feued to *James Elder*, Weaver, on the West, and the Lands of *Logie* on the South Parts, together with a Bleachfield, now inclosed, contiguous and adjacent thereto, on the North Side of the common Road leading to *Dundee*, with free Ish and Entry thereto, and to a Well at the North End of a Yard without the Inclosure; as also all and whole that Part and Portion of the Lands of *Pitalpie*, now ditched and inclosed, bounded with the Lands of the *Milehouse* on the East, the Lands of *Easter Gourdie* on the West, the March of *Balgay* on the South, and the common Road leading from *Dundee* to *Liff* on the North Parts, all lying in the Parish of *Liff* and Sheriffdom of *Forfar*; and moreover all and whole that Part and Portion of the said Lands of *Dryburgh* bounded with the South Wall of the Park of *Dryburgh* on the North, the Broom Park thereof on the West, the Lands belonging to *John Whitton*, Wright, and *David Elder*, Weaver, on the South, and the Muir of *Dryburgh* on the East Parts, lying within the Parish and Sheriffdom aforesaid; reserving always to his the said *John Rankine*'s Superiors aforesaid full Power at any Time hereafter to dig up Coal, Gold, or Silver Mines out of any Part of the Ground of the said Lands, and to appropriate the same for their own Use, they being always bound to repair and make up to him the said *John Rankine*, and his Heirs, &c., all Damages that they should happen to sustain thereby, as the same should be estimated and appreciated by Two honest Men to be mutually chosen; declaring always, that he the said *John Rankine* and his aforesaid were and should be bound and astricted to bring their whole grindable Corns to the Miln of *Denmiln*, and to pay Multures

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and Sequels, and perform Services, conform to Use and Custom, at the said Miln; and in like Manner all and whole these Seventeen Acres of Muir Ground of the said Lands of *Dryburgh* bounded with the Foxland belonging to *Patrick Brown*, Feuar in *Dryburgh*, and a Piece of Commonty left out for the Use of the whole Feuars of *Dryburgh*, on the South, by an Inclosure belonging to the Heirs of *Gavin Ross* on the West, by the Park of *Dryburgh* on the North, and by the March separating the Lands of the Mains of *Dudhope* from the Lands of *Dryburgh* on the East Parts, with free Ish and Entry thereto, lying within the Barony of *Dryburgh*, Parish of *Liff*, and Sheriffdom of *Forfar* aforesaid; as also all and whole the Town and Lands of *Milehouse*, which were sometime possessed by *Patrick Gibb*, Tenant there, together also with Ten Acres of the Lands of *Dryburgh* adjacent thereto, with Houses, Biggings, Yards, and whole Pertinents thereof, as the same were then lately possessed by *Thomas Wighton*, bounded with that Part of the Lands of *Dryburgh* lately possessed by *James Hill*, Indweller there, and likewise with Parts of the Lands of *Logie* and *Balgay*, on the South, with that Part of the Lands of *Pitalpie* thereby disponed which was feued out to Doctor *Thomas Arrot* of *Dunmay*, Merchant in *Dundee*, on the West, with the Parks of *Dryburgh* on the North, and with that Part and Portion of the said Lands of *Dryburgh* formerly feued out to *George Couper*, Weaver there, and therein-after disponed, on the East Parts, lying within the Barony, Parish, and Sheriffdom aforesaid; and furthermore all and whole that Part and Portion of the said Lands of *Dryburgh*, with the Houses, Biggings, Yards, and whole Pertinents thereof, as the same were all then lately possessed by *George Couper*, now called *West Bank*, and bounded with the Burn and the Yard lately of *James Hill*, Indweller in *Dryburgh*, on the South, with the Lands thereby disponed then lately possessed by *Thomas Wighton*, Brewer in *Milehouse*, on the West, with the Broom Park of *Dryburgh* on the North, and with that Part and Portion of the said Lands feued out to and possessed by *John Whitton*, Wright there, on the East Parts, lying within the said Barony of *Dryburgh*, Parish of *Liff*, and Sheriffdom of *Forfar*; but reserving always to the Heirs and Successors of the said Colonel *Alexander Duncan*, his the said *John Rankine*'s Superiors, full Power and Liberty at any Time thereafter to dig up Lime, Coals, Stones, or any other Thing that they should find proper and necessary for them, out of any Part of the Ground of the several Lands therein above described, and to appropriate the same for their own Use, they and their foresaids being always bound to repair and make up to the said *John Rankine* and his foresaids all Damages that they should happen to sustain thereby, as the same should be estimated and appreciated by Two honest Men, to be mutually chosen by both Parties; and declaring that he the said *John Rankine* and his aforesaid were and should be astricted and bound to grind their whole grindable Corns at the Miln of *Denmiln*, and to pay the Multures, Knaveships, and other Dues, and perform the Services, accustomed to be paid and performed at the said Miln by the Tenants of the Barony of *Dryburgh*; and, with and under the same Reservation and Declaration of Astriction that respect and

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apply to the Lands above mentioned, all and whole that Part and Portion of the said Lands of *Dryburgh* consisting of One Acre or thereby, bounded by the Lands formerly belonging to *John Youngson*, afterwards disponed to him the said *John Rankine*, on the North and East, and by the Lands formerly belonging to *Gavin Ross*, and then to him the said *John Rankine*, on the West, and by the Road leading West from *Dryburgh* to *Milehouse* on the South Parts, with free Ish and Entry thereto, lying within the said Parish of *Liff* and Sheriffdom of *Forfar*; together with all Right, Title, and Interest, Claim of Right, Property, and Possession, petitory as well as possessory, which he the said *John Rankine*, his Predecessors or Authors, Heirs or Successors, had, or might have, claim, or pretend to the Lands and others thereby disponed, with the Pertinents, or to any Part or Portion thereof, in all Time coming; as also all and sundry other Lands and Heritages whatsoever which then pertained and belonged or which should pertain and belong to the said *John Rankine* at the Time of his Death; moreover all and sundry Debts and Sums of Money, whether Heritable or Moveable, then due and owing to the said *John Rankine*, or which should be due and owing to him at the Time of his Death, as therein specified; but in Trust always, with the Powers and Faculties, with and under the Burdens, Conditions, and Provisions, and for the Ends, Uses, and Purposes, therein specified; and the said Trustees or Trustee were and was thereby directed, after fulfilling the Purposes therein specified, to grant and subscribe, and before Delivery to put on the Registry of Taillies, a Disposition and Deed of Taillie of the whole of his the said *John Rankine*'s aforesaid Lands and Estate of *Dudhope*, and other Lands and Heritages thereby disponed, in so far as the same should not have been sold and appropriated, together also with such other Lands and Heritages as they might or should have purchased as thereby directed, and that to and in favour of the said *David Rankine* his eldest lawful Son then in Life, and the Heirs of his Body; whom failing, to the said *Robert Rankine* his Second lawful Son then in Life, and the Heirs of his Body; whom failing, to *Margaret Rankine* his eldest lawful Daughter, and the Heirs of her Body; whom failing, to *Janet Henrietta Rankine* his Second lawful Daughter, then Spouse of the said *William Rattray* Esquire, and the Heirs of her Body; whom failing, to *Ann Rankine* his Third lawful Daughter, then Spouse of the said *William Fullerton Gardner* Esquire, and the Heirs of her Body; whom failing, to *Nevay Elizabeth* therein designed *Nevay Rankine* his Fourth lawful Daughter, and the Heirs of her Body; whom failing, to *Frances Rankine* his Fifth lawful Daughter, and the Heirs of her Body; whom failing, to *Margaret Rankine* his Grand-daughter, only Child of the Marriage between the then deceased *William Rankine* his eldest lawful Son and the also then deceased *Isabella Mackellar* his Wife, and then Spouse of *John Campbell* Esquire, of *Kilberry*, and the Heirs of her Body; whom all failing, to his own nearest and lawful Heirs and Assignees whomsoever; the eldest Heir Female throughout the whole Course of Succession, as oft as the same shall open to Females, succeeding always without Division, and secluding Heirs Portioners; but always with and under the Conditions, Provisions, Burdens, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive,

Declarations, Reservations, Powers, and Faculties therein written, and no otherways, forming a strict Entail according to the Law of *Scotland;* and by the said Disposition and Settlement it is *inter alia* declared, that it should be in the Power of the Trustees above named, or any of them, notwithstanding that they should accept of the said Trust, to retire from, renounce, and give up the same whenever they should think proper, any thing therein contained, and any Law or Practice, to the contrary notwithstanding; and it is thereby also specially provided, that in case none of the above-named Trustees should accept, or accepting should all retire, renounce, and give up the said Trust, then the Petitioner the said *David Rankine* and the Heirs of his Body, and the other Heirs of Tailzie therein mentioned, in the Order therein set down, should be bound to execute the Ends and Purposes of the said Trust according to the Orders and Directions therein mentioned; and it should be lawful for any One or more of the subsequent Heirs of Entail to compel the said *David Rankine* or such other Heir of Tailzie entitled to succeed for the Time to execute and fulfil the whole Ends and Purposes of the said Trust Disposition and Settlement; and accordingly, in either of the said Events, the said deceased *John Rankine* thereby gave and granted full Power to the said *David Rankine* and the other Heirs of Tailzie substituted to him, in the Order therein mentioned, to exercise and execute the whole Powers thereby conferred on his said Trustees and their aforesaid, as the said Trust Disposition and Settlement, which contains an Obligation to infeft the Trustees *à me vel de me*, Procuratory of Resignation, Clause of Warrandice, Assignation to the Writs and Evidents, Rents, Mails and Duties of said Trust Estate, Precept of Sasine, and sundry other Clauses, in itself more fully bears; upon which Trust Disposition and Settlement the said *William Rattray*, *Richard Hotchkis*, and *James Keay* were duly infeft and seised conform to Instrument of Sasine in their Favour, dated the Thirteenth Day of *July* One thousand eight hundred and sixteen, and recorded at *Edinburgh* in the General Register of Sasines the Sixteenth Day of said Month and Year: And whereas the said *James Keay*, by Trust Conveyance executed by him, dated the Eighth Day of *December* Eighteen hundred and twenty-eight, and recorded in the Books of Council and Session the Seventh Day of *April* Eighteen hundred and thirty-seven, after reciting, among other things, the said Trust Disposition and Settlement executed by the said *John Rankine*, and that the Truster having died on the Nineteenth Day of *January* One thousand eight hundred and fifteen, and the said *Robert Rankine* and *William Fullerton Gardner* having predeceased him, and the said *David Rankine* having previously declined to accept the said Trust, he the said *James Keay* and the said *Richard Hotchkis* and *William Rattray* had been infeft thereon as aforesaid, and that the said *William Rattray* and *Richard Hotchkis* being then dead, the whole Execution of the said Trust Deed had devolved upon him the said *James Keay* as the only surviving and accepting Trustee thereof, and he had come to the Resolution of denuding of the same by and in virtue of the express Power and Faculty to that Effect contained in the foresaid Trust Disposition and Settlement, and had brought an Action of Multiplepoinding and Exoneration before the Court of Session (the Summons of which is

dated and signetted the Seventh Day of *January* One thousand eight hundred and twenty-eight), at his Instance, against the said *David Rankine* and the Heirs of Entail substituted to him as aforesaid, and all others concerned or interested in the said Trust Affairs, and after reciting the Conclusions of the said Summons and the Proceedings thereunder in the said Court, he the said *James Keay*, as surviving and accepting Trustee foresaid, gave, granted, assigned, conveyed, disponed, and made over from himself, as surviving and accepting Trustee foresaid, to and in favour of the said *David Rankine* and the Heirs of his Body, and to the Heirs of Tailzie substituted to him as therein-after specified, but in Trust always, with the Powers, with and under the Burdens, Conditions, and Provisions, and for the Ends, Uses, and Purposes, therein-after expressed, and no otherwise, and to the Disponees of the said *David Rankine* or the Heirs of his Body, and the said Heirs of Tailzie acting for the Time, heritably and irredeemably, without any Manner of Redemption, Reversion, or Regress whatsoever, all and whole the said Lands and Mains of *Dudhope*, the Lands of *Chapelshade*, and Lands of *Ackerdale* commonly called *Blackness Acres*, and consisting of Thirty-eight Acres or thereby, lying within the Parish of *Dundee* and Sheriffdom of *Forfar*, and bounded as mentioned in the antient Rights and Infeftments thereof, conform to Charter of Confirmation in favour of the said *John Rankine*, under the Union Seal, dated the Sixth and sealed the Twenty-ninth Days of *August* One thousand seven hundred and sixty-four Years; as also all and whole the Lands and others following, held by the said *John Rankine* of the Heirs and Successors of the deceased Colonel *Alexander Duncan* of *Lundie*, his immediate lawful Superior thereof, and which are described in the Charter of Resignation thereof by the said Colonel *Alexander Duncan* of *Lundie* in favour of the said *John Rankine*, dated the Sixth Day of *June* One thousand seven hundred and seventy-six, as follows; *videlicet*, all and whole that Part and Portion of the Lands of *Dryburgh*, now called *Wellhead*, lying betwixt the Lands feued to *Patrick Brown*, Mason, on the North, the Lands of *Dudhope* on the East, the Lands feued to *James Elder*, Weaver, on the West, and the Lands of *Logie* on the South Parts, together with a Bleachfield, now inclosed, contiguous and adjacent thereto, on the North Side of the Road leading to *Dundee*, with free Ish and Entry thereto, and to a Well on the North End of a Yard without the Inclosure; as also all and whole that Part and Portion of the Lands of *Pitalpie*, now ditched and inclosed, bounded with the Lands of *Milehouse* on the East, the Lands of *Easter Gourdie* on the West, the March of *Balgay* on the South, and the common Road leading from *Dundee* to *Liff* on the North Parts, all lying in the Parish of *Liff* and Sheriffdom of *Forfar*; and moreover all and whole that Part and Portion of the said Lands of *Dryburgh*, bounded with the South Wall of the Park of *Dryburgh* on the North, the Broom Park thereof on the West, the Lands belonging to *John Whitton*, Wright, and *David Elder*, Weaver, on the South, and the Muir of *Dryburgh* on the East Parts, lying within the Parish and Sheriffdom aforesaid; reserving always to the Superiors thereof aforesaid full Power at any Time thereafter to dig up Coal, Gold, or Silver Mines out of any Part of the Ground of the said Lands,

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and to appropriate the same for their own Use, they being always bound to repair and make up all Damages that should be sustained thereby, as the same should be ascertained and appreciated by Two honest Men, to be mutually chosen; declaring always, that the said *David Rankine* and his foresaids were and should be bound and astricted to bring their whole grindable Corns to the Mill of *Denmiln*, and to pay Multures and Sequels, and perform Services, conform to Use and Custom, at the said Mill; and in like Manner all and whole those Seventeen Acres of Muir Ground of the said Lands of *Dryburgh*, bounded with the Foxland belonging to *Patrick Brown*, Feuar in *Dryburgh*, and a Piece of Commonty left out for the Use of the whole Feuars of *Dryburgh*, on the South, by an Inclosure belonging to the Heirs of *Gavin Ross* on the West, by the Park of *Dryburgh* on the North, and by the March separating the Lands of the Mains of *Dudhope* from the Lands of *Dryburgh* on the East Parts, with free Ish and Entry thereto, lying within the Barony of *Dryburgh*, Parish of *Liff*, and Sheriffdom of *Forfar* aforesaid; as also all and whole the Town and Lands of *Milehouse*, which were sometime possessed by *Patrick Gibb*, Tenant there; together also with Ten Acres of the Lands of *Dryburgh*, adjacent thereto, with Houses, Biggings, Yards, and whole Pertinents thereof, as the same were sometime possessed by *Thomas Wighton*, bounded with that Part of the Lands of *Dryburgh* sometime possessed by *James Hill*, Indweller there, and likewise with Parts of the Lands of *Logie* and *Balgay*, on the South, with that Part of the Lands of *Pitalpie* thereby disponed which was feued out to Doctor *Thomas Arrot* of *Dunmay*, Merchant in *Dundee*, on the West, with the Parks of *Dryburgh* on the North, and with that Part or Portion of the said Lands of *Dryburgh* formerly feued out to *George Cowper*, Weaver there, and therein-after disponed, on the East Parts, lying within the Barony, Parish, and Sheriffdom aforesaid; and furthermore, all and whole that Part or Portion of the said Lands of *Dryburgh*, with the Houses, Biggings, Yards, and whole Pertinents thereof, as the same were all sometime possessed by *George Cowper*, now called *West Bank*, and bounded with the Burn and Yard lately of *James Hill*, Indweller in *Dryburgh*, on the South, with the Lands thereby disponed, sometime possessed by *James Wighton*, Brewer in *Milehouse*, on the West, with the Broom Park of *Dryburgh* on the North, and with that Part or Portion of the said Lands feued out to and possessed by *John Whitton*, Wright there, on the East Parts, lying within the said Barony of *Dryburgh*, Parish of *Liff*, and Sheriffdom of *Forfar*; but reserving always to the Heirs and Successors of the said Colonel *Alexander Duncan*, the Superior, full Power and Liberty at any Time thereafter to dig up Lime, Coals, Stones, or any other Thing that they should find proper and necessary for them, out of any Part of the Ground of the several Lands thereby disponed, and to appropriate the same for their own Use, they and their foresaids being always bound to repair and make up to the said *David Rankine* and his foresaids all Damages that they should happen to sustain thereby, as the same should be estimated and appreciated by Two honest Men, to be mutually chosen by both Parties; and declaring that the said *David Rankine* and his foresaids were and should be astricted and bound to grind

grind their whole grindable Corns at the Mill of *Denmill*, and to pay the Multure, Knaveship, and the other Dues, and perform the Services, accustomed to be paid and performed at the said Mill by the Tenants of the said Barony of *Dryburgh*; and, with and under the same Reservation and Declaration of Astriction that apply and respect to the Lands above mentioned, all and whole that Part and Portion of the said Lands of *Dryburgh*, consisting of One Acre or thereby, bounded by the Lands formerly belonging to *John Youngson*, afterwards disponed to the said *John Rankine*, on the North and East, and by the Lands formerly belonging to *Gavin Ross*, and afterwards to the said *John Rankine*, on the West, and by the Road leading West from *Dryburgh* to *Milehouse* on the South Parts, with free Ish and Entry thereto, lying within the said Parish of *Liff* and Sheriffdom of *Forfar*, together with all Right, Title, Interest, Claim of Right, Property, and Possession, petitory as well as possessory, which he the said *James Keay*, as surviving and accepting Trustee foresaid, his Predecessors or Authors, had, or might have, claim, or pretend to the Lands and others thereby disponed, with the Pertinents, or to any Part or Portion thereof, in all Time coming; and the said *James Keay* did also thereby assign, dispone, transfer, make over, and convey to and in favour of the said *David Rankine* and his foresaids, in Trust as aforesaid, all and sundry other Lands and Heritages whatsoever which pertained and belonged to the said *John Rankine* at the Time of his Death, and also, so far as then not already conveyed and disponed, all and sundry Debts and Sums of Money, whether Heritable or Moveable, due and owing to him at the Time of his Death, and which were then due and owing to the said *James Keay* as surviving and accepting Trustee as aforesaid; declaring always, that the said Disposition and Conveyance by the said *James Keay* was granted by him as surviving and accepting Trustee foresaid, in Trust, and with the Powers and Faculties, and with and under the Burdens, Conditions, and Provisions, and for the Ends, Uses, and Purposes, therein set forth, and no otherwise; and the said *David Rankine* and his foresaids, after the Purposes therein specified were executed as thereby provided, were thereby, as it was by the said first-recited Trust Disposition and Settlement, directed and ordained to grant and subscribe, and, before Delivery, to put on the Register of Tailzies, a Disposition and Deed of Tailzie of the whole of the foresaid Lands of the Estate of *Dudhope*, and other Lands and Heritages therein mentioned, in so far as the same should not have been sold or appropriated for the preferable Purposes of said Trust, together also with such other Lands and Heritages as he or they might purchase as therein specified, and that to and in favour of the said *David Rankine*, and the Heirs of his Body; whom failing, to the said *Margaret Rankine*, the eldest lawful Daughter of the said *John Rankine*, and the Heirs of her Body; whom failing, to the said *Janet Henrietta Rankine*, the Second lawful Daughter of the said *John Rankine*, Relict of the said deceased *William Rattray* Esquire, and the Heirs of her Body; whom failing, to the said *Ann Rankine*, the Third lawful Daughter of the said *John Rankine*, Relict of the said deceased *William Fullerton Gardner* Esquire, and the Heirs of her Body; whom failing, to the said *Nevay Rankine*, the Fourth lawful Daughter of the said *John Rankine*, and the Heirs of her

Body; whom failing, to the said *Frances Rankine*, the Fifth lawful Daughter of the said *John Rankine*, and the Heirs of her Body; whom failing, to the said *Margaret Rankine*, Grand-daughter of the said *John Rankine*, only Child of the Marriage between the foresaid deceased *William Rankine*, the eldest lawful Son of the said *John Rankine* and the also deceased *Isabella M'Kellar*, and now Spouse of the foresaid *John Campbell* Esquire, of *Kilberry*, and the Heirs of her Body; whom all failing, to the nearest and lawful Heirs and Assignees whomsoever of the said *John Rankine*; the eldest Heir Female throughout the whole Course of Succession, as oft as the same should open to Females, succeeding always without Division, and secluding Heirs Portioners; but always with and under the Conditions, Provisions, Burdens, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations, Reservations, Powers, and Faculties, contained in the said Trust Disposition and Settlement, and therein-after written, and no otherwise, forming a strict Entail according to the Law of *Scotland*; as the said Trust Conveyance, containing an Obligation to infeft, Procuratory of Resignation, and Precept of Sasine, and other usual and necessary Clauses, in itself more fully bears; in virtue of which the said *David Rankine* was duly infeft and seised in the said Lands and others, conform to Instrument of Sasine in his Favour, dated the Twenty-ninth Day of *October* One thousand eight hundred and twenty-nine, and recorded in the foresaid Register of Sasines at *Edinburgh* the Tenth Day of *November* in the same Year: And whereas certain Portions of the said Lands and Estate, which are now possessed by the said *David Rankine* in virtue of the Deeds herein-before recited, (which Parts and Portions are more particularly set forth and described in the Schedule to this Act annexed,) being situated in the immediate Neighbourhood of *Dundee*, are well adapted for building upon, and might be disposed of for that and other Purposes, to the great Advantage of the said *David Rankine* and the Heirs of Entail substituted to him as aforesaid, and all other Persons interested therein, if the same could be let in Feu Farm; but by reason of the Conditions, Provisions, Restrictions, and Limitations contained in the Deeds herein-before recited, it is doubtful whether such Feu Rights can be competently granted, and it is therefore expedient to remove such Doubt, and to grant Authority for feuing the said Parts and Portions of the said Lands and Estates: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful to and for the said *David Rankine*, or the Person who for the Time being is in Possession of the Lands specified in the said Schedule in virtue of the Deeds before recited, or of the Deed of Entail to be executed as thereby directed, and to and for his or her Tutors if such Person shall be in Pupillarity, and if such Person shall be a Minor, then to and for such Person with Consent of his or her Curators, or to and for his or her legal Guardians, from Time to Time and

Lands in Schedule may be feued.

and at all Times hereafter, whenever he, she, or they are desirous of feuing any Part of the Lands specified in the said Schedule, to make Application by Petition to the Lord Ordinary on the Bills in the Court of Session in *Scotland*, setting forth the same, and exhibiting the Terms and Conditions upon which it is proposed to grant such Feus, and praying the Lord Ordinary to interpone his Authority thereto, which Petition shall be intimated by a Messenger at Arms to or served upon the Two Persons next substituted in the Succession to the said Lands and Estates as aforesaid to the Person making such Application, if so many there shall be in existence at the Time, and if there shall be only One such Person in existence, then to such Person only, by serving a Copy of the said Petition, either in such Form and Manner as may be appointed by the said Lord Ordinary, or after the said Form as if the said Persons or Person were to be cited in an ordinary Summons before the Court of Session; and upon such Intimation being certified by Production of the Messenger's Execution to the said Lord Ordinary, it shall be lawful to such Lord Ordinary, if he shall think fit, to authorize the Whole, or such Parts as he shall think proper, of the Lands specified in the said Schedule, to be let in Feu Farm for the highest Rate of Feu Duty that can be procured for the same, by public Auction or otherwise as such Lord Ordinary shall direct, at such Times and Places, and with such Powers of Adjournment, as he shall appoint; the Articles and Conditions of which Auction, and the Notices to be given thereof or of any Adjournment of the same, the said Lord Ordinary shall and he is hereby required to adjust and fix, and to interpone his Authority thereto, and grant Warrant for such Sale by Auction or otherwise to proceed as he shall appoint; and it shall be competent to the Petitioner or any Person substituted as aforesaid to bring the Order or Orders or Direction or Directions of such Lord Ordinary under the Review of the Court of Session, by a Note to either Division thereof, if he, she, or they shall think fit, and the Judgment of the Court of Session in either Division thereof upon the Matter in Review so submitted to them shall be final and conclusive, without being subject to Review, Appeal, or Reduction in any manner of way; but no such Order or Orders, Direction or Directions of such Lord Ordinary shall be subjected to Review unless the same shall be complained of to the said Court of Session within One Calendar Month after the same shall have been pronounced by such Lord Ordinary if the Court be sitting, or if not sitting, within One Week after the Commencement of the then next ensuing Session or Meeting of the said Court.

Tutor ad litem to be appointed in certain Cases.

II. And be it enacted, That in the event of the Two Persons to whom Intimation is directed to be given as aforesaid, or either of them, being the Children of the Person who makes such Application as aforesaid, and being under Age, the Lord Ordinary shall on Return of the Messenger's Execution of Intimation as aforesaid, before further Proceeding, appoint a Tutor or a Curator *ad litem* to attend to the Interest of such Person or Persons under Age in the ordinary Form, otherwise the subsequent Proceedings shall be null and void; and in event of both such Persons being

being the Children of the Person who makes the Application, whether such Children shall be under Age or of full Age, the Petition for Authority to feu shall further be intimated as aforesaid to the Person next substituted in the Succession to the said Lands after the Heirs of the Body of the Person who makes the Application, if within *Great Britain* or *Ireland*, and if furth thereof, then to his or her nearest Male Relation by his or her Father of lawful Age, or to his or her known Factor or Attorney.

Form and Manner in which the Lands in Schedule may be feued.

III. And be it enacted, That after such Authority as herein-before recited shall be so interponed to the feuing of such Lands, it shall be lawful for the said *David Rankine*, or the Person in Possession for the Time of the said Lands by virtue of the Deeds herein-before recited, or the Deed of Entail to be executed as thereby directed, or his or her Tutors, or such Person with the Consent of his or her Curators or Guardians as aforesaid, to let the same in Feu Farm, Fee and Heritage for ever, on Payment half-yearly in equal Proportions at the respective Terms of *Whitsunday* and *Martinmas* yearly of the highest Rate of Feu Duty that can be procured for the same as aforesaid, not being less than the highest Rent at which such Lands may at any Time before have been let, and to grant, subscribe, and deliver, to and in favour of the Vassal or Vassals, all and whatsoever Feu Charters, Feu Contracts, Feu Dispositions, or other original Feu Rights that may be requisite or necessary, containing Precepts of Sasine for infefting such Vassal or Vassals in the Ground feued to them respectively, and all other Clauses usual and necessary; but declaring that it shall not be lawful to nor in the Power of the Vassal or Vassals, or other Person or Persons in the Right of the said Feu or Feus, to assign the said Precepts of Sasine, or any Precepts of Sasine to be contained in any of the future Charters of the said Subjects, but that they shall in all Cases be bound and obliged to take Infeftment thereon within Six Months from the last Date of any of the said Feu Rights or Rights by Progress; and all such Feu Charters, Feu Contracts, Feu Dispositions, or other original Feu Rights or Charters by Progress, shall be and shall be deemed and held to be legal and valid Titles in Feu Farm, Fee, and Heritage to the several Persons in whose Favour respectively the same shall be granted, and to their Heirs and Disponees for ever, notwithstanding the Conditions, Provisions, Restrictions, or Limitations contained in the Deeds before recited, or to be inserted in the Deed of Entail to be executed as thereby directed, or any of them.

No Fine or Grassum to be taken.

IV. And be it enacted, That it shall not be lawful to the said *David Rankine* or any other Person granting any such Feu under the Authority of this Act to take or stipulate for the Payment of any Grassum, Fine, or other Consideration whatever for granting such Feus, but the same shall be granted for the highest Feu Duty or Feu Duties that can be had and procured for the same; and if any Grassum, Fine, Entry Money, or other Consideration whatever, other than the highest Feu Duty which can be so had and procured for the same, shall be taken or stipulated for in granting any such Feu or Feus, such Feu or Feus shall not only be void and

and null, but the Person taking or stipulating for such Grassum, Fine, Entry, Money, or other Consideration shall thereupon, for himself or herself only, forfeit all Right and Title to the said Lands and Estate.

Usual Casualties of Superiority to be reserved.

V. And be it enacted, That the Casualties usual in Feu-holding shall be reserved in any Grant or Grants of Feu to be made in virtue of the Powers given by this Act, and it shall be lawful to tax the Casualties payable at the Entry of each Heir or singular Successor, and ascertain the same at certain fixed Rates, but the Rates at which Casualties shall be taxed shall be fixed and ascertained at the same Time and along with the Feu Duties to be paid in manner herein-before mentioned.

Entails not to be prejudiced.

VI. And be it enacted, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the herein-before recited Trust Disposition and Settlement of the said *John Rankine* or the Conditions and Provisions thereof, or the said Trust Conveyance by the said *James Keay* also herein-before recited, or the Conditions and Provisions thereof, or the Deed of Entail to be executed as thereby directed, excepting only in so far as may be necessary to carry into effect the Feu or Feus hereby allowed to be granted, and the Superiorities of the Lands to be feued; and the Feu Duties and Casualties of the same shall be subject to the same Burdens, Reservations, Conditions, Provisions, and Limitations as are by the said recited Deeds declared of and concerning the said Lands so to be feued.

Expences of Act to be paid.

VII. And be it enacted, That the Expences of applying for and obtaining this Act, and the Expence to be incurred in carrying through the Proceedings hereby directed to be had in relation to the Feu or Feus to be granted as aforesaid, shall be charged upon and shall be repaid out of the Surplus or Excess of the first Feu Duties which shall be received in virtue of the Powers hereby granted above the yearly Rents or yearly Values of the Lands feued at the Time of feuing the same.

General Saving Clause.

VIII. Saving and reserving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, his, her, and their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *David Rankine*, and all and every other Person named or substituted as Heir of Entail in the said Lands, or who may be entitled to succeed thereto under or by virtue of the Deeds herein-before recited, or of the Deed of Entail to be executed as thereby directed,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Estates hereby allowed to be feued, or any Part thereof, 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 passed.

IX. And

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

SCHEDULE referred to in the foresaid Act.

All and whole those Parts and Portions of the Lands and Estate of *Dudhope*, consisting of Three hundred and eighty-two Acres and One hundred and eighty-one Decimal Parts of an Acre, Imperial Measure, exclusive of the Ground occupied by the Line of the *Dundee* and *Newtyle* Railway, and Pertinents thereto belonging, so far as it intersects or passes through the same, all as delineated on a Plan thereof drawn by *James Sime*, Land Surveyor in *Dundee*, dated the Tenth Day of *April* One thousand eight hundred and thirty-seven Years, bounded as follows; *videlicet*, partly by the Turnpike Road leading from *Dundee* to *Lochee*, partly by a Cross Road leading from said Turnpike to the *Loons* Road, partly by the East Side of the Feus of *Lochee* North of said *Loons* Road, and partly by the Lands of *Dryburgh*, on the West; by the Lands of *Westmuir*, belonging to Sir *John Ogilvie* Baronet, on the North; partly by the Lands of *Caldside*, partly by the Lands of *Stirling Park*, and partly by the West Side of *Sommerville Place*, on the East; and partly by the South Side of the Road leading from *Constitution Brae* to *Dudhope House*, and partly by the Field commonly known by the Name of the *Barrack Park*, belonging to *Archibald* Lord *Douglas*, on the South; and which said Parts and Portions of Ground, with Exception of that Portion of Ground described within dotted Lines and marked (8.) on the said Plan, consisting of Three Acres and Five hundred and three Decimal Parts of an Acre, Imperial Measure, acquired for behoof of the said Lands and Estate, are comprehended and contained in all and whole the Lands and Mains of *Dudhope*, the Lands of *Chapelshade*, and Lands in *Ackerdale* commonly called *Blackness Acres*, and consisting of Thirty-eight Acres or thereby, lying within the Parish of *Dundee* and Sheriffdom of *Forfar*, and bounded as mentioned in the ancient Rights and Infeftments thereof conform to Charter of Confirmation in favour of the foresaid *John Rankine* Esquire, under the Union Seal, dated the Sixth and sealed the Twenty-ninth Days of *August* One thousand seven hundred and sixty-four Years.

J. Meiklejohn.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1837.