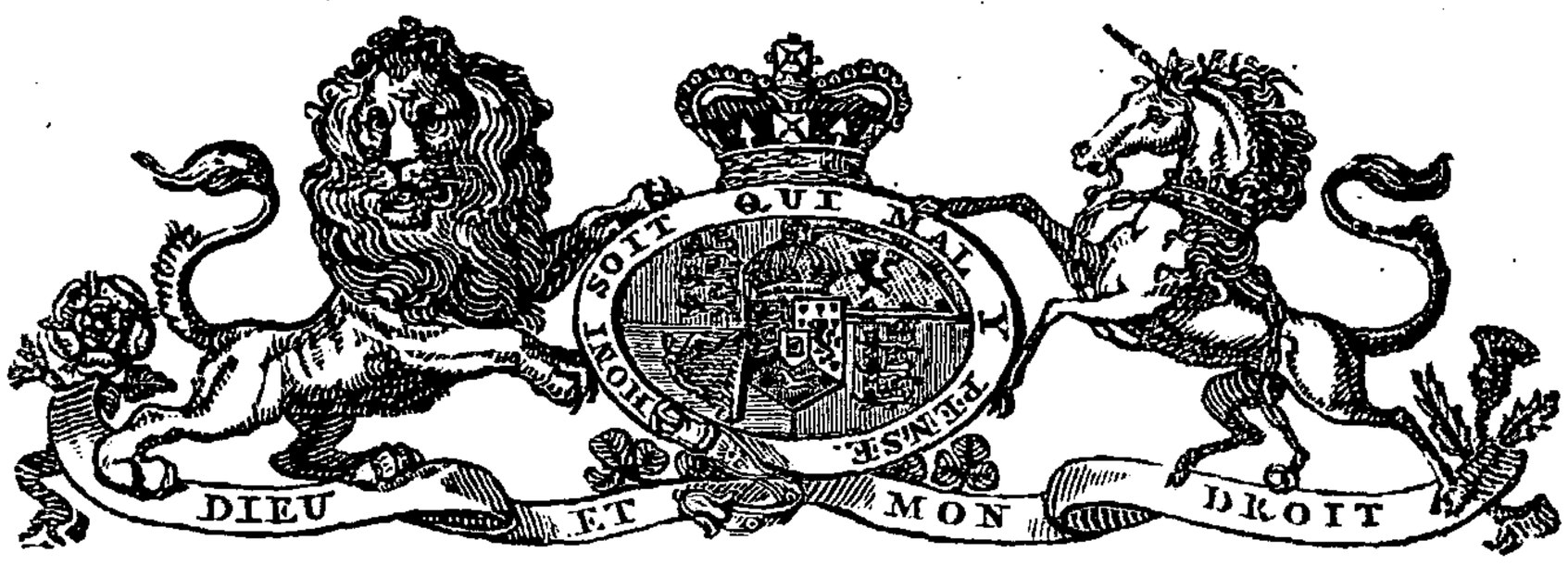


ANNO SEPTIMO

GULIELMI IV. REGIS.

***

irredeemably, to himself and the Heirs Male to be procreated of his Body; whom failing, to the Heirs Female to be procreated of his Body; whom failing, to *James Fullarton*, only Child procreate of the Marriage between Lieutenant Colonel *William Fullarton*, late in the Service of the King of *Portugal*, and *Stewart Carnegie* his First Spouse, and the Heirs Male of his Body; whom failing, to the Heirs Female of his Body; whom failing, to *Peter Wedderburn*, Brother of *John Wedderburn* of *Idvies*, and the Heirs Male of his Body; whom failing, to the Heirs Female of the Body of the said *Peter Wedderburn*; whom failing, to Captain *James Stewart*, only Son of Sir *James Stewart* of *Coltness*, Baronet, and the Heirs Male of the Body of the said *James Stewart*; whom failing, to the Heirs Female of the Body of the said *James Stewart*; whom failing, to such Person or Persons as he should by a Deed nominate and appoint at any Time during his Life, and even on Death-bed; whom all failing, to his own nearest Heirs and Assignees whomsoever, the eldest Daughter or Female Heir excluding still all other Heirs Portioners, and succeeding always without Division throughout the whole Course of Succession of all the Heirs before mentioned, and the Heir Female of the Heir who shall have been last in Possession of his Lands and Estate after specified (whether such last Heir was served Heir or not), and the Descendants of such Heir Female, always succeeding preferably to the Heir Female of any former Heir who was in Possession, and her Descendants, so often as the Succession should devolve upon Heirs Female and their Descendants, throughout the whole Course thereof; all and sundry his Lands and Estate after specified; namely, all and whole the Lands and Barony of *Boysick*, comprehending all and whole the Town and Lands of *Boysick*, with the Manor Place, Fortalice, Houses, Buildings, Yards, Orchards, Dovecots, and Two Corn Milns thereof, together with the Multures and Sequels of the said Milns and Lands respectively, and all other Parts, Pendicles, Outsetts, and Pertinents belonging to the said Milns and Lands; as also all and singular the Lands of *Broadfoot Gardyne*, with Houses, Buildings, Yards, Outsetts, and Pertinents thereof whatever, and with the Tenants, Tenandries, and Service of Free Tenants, and Feu Duties of the said Lands respectively, and all their Parts and Pertinents, and specially, without Prejudice of the Generality foresaid, the Pendicle of the said Lands of *Broadfoot Gardyne*, called *Kemphill*, *Newtown*, *Loanhead*, and *Drumhead*, together with the Multures of the said Lands of *Broadfoot Gardyne*, and Pertinents thereof whatever; as also all and whole the Muir lying beside the foresaid Lands now called *Lindsay's Muir*, and of old *Douglas Muir*, with the Pertinents thereof; as also the Advocation, Donation, and Right of Patronage of the Chaplainry of *Whitefield*, with all the Lands, Mansion Houses, Buildings, Yards, Teinds, annual Rent, Profits, Casualties, Privileges, and Duties pertaining and belonging, or which are known to pertain and belong, to the said Chaplainry of *Whitefield*, and Right of Patronage thereof; as also all and singular the Lands of *Muirhouse*, with Houses, Biggings, Tofts, Crofts, Parts, and Pendicles thereof; as also all and singular the Lands of *Burnside*, with Houses, Buildings, Parts, Pendicles, and Pertinents thereof, lying within the Sheriffdom of *Forfar*, and sometime within the Barony of *Redcastle*; as also all and whole the Lands called Mains of *Leyes*, with the Manor Place, Yards, Orchards, Houses, Buildings,

Buildings, Muirs, Marshes, Privileges, and Pertinents thereof, and Miln, Miln Lands, Multures, and Sequels of the same, used and wont; as also all and whole the Lands of *Little Garden*, otherwise called *Easter* and *Wester Borders*, with the Annexes and Connexes, Houses, Buildings, Mosses, Muirs, Marshes, Privileges, and Pertinents thereof whatever, together with the Advocation, Donation, and Right of Patronage of the Altarage and Chaplainry belonging to the said Lands, situated within the Church of *Inverkeillour*, and lying within the Sheriffdom of *Forfar* aforesaid; as also all and whole that Part of the East and West Muir commonly called the Firth of *Aberbrothock*, with the Arable Lands, Houses, Buildings, Outsetts, Yards, Orchards, and whole Pertinents thereof, lying within the Bounds after mentioned; which Lands foresaid, being Parts of the Muir, were made Arable, and belonged in Feu Farm to the deceased *James Hamiltoun* of *Kilbracmont*, as Son and Heir of the also deceased *James Hamiltoun* of *Long Hermistoun*, and which Parts of the Muir lie contiguous and next to the Lands called the Grange of *Conan*, and are bounded and limited by the Meiths, Bounds, and Marches following; *videlicet*, beginning on the West at *Saint Janes*, passing forward therefrom South-east by the Mercat Gate to the Turn of the Plough-furrow drawn by *Alexander* Lord *Espynie* and others in his Name, and from that North-east as the foresaid Plough-furrow goes to the Sheriff's Mercat Gate, and from North and North-east as the foresaid Plough-furrow passes to a March set in betwixt the Lands of *Collistoun* and the Firth by the Judges Arbiters chosen between the said deceased *James Hamiltoun* and the Goodman of *Collistoun*, and so furth West as the foresaid Firth goes where the Lands of Grange of *Conan* and *Collistoun* Lands meet and march together in manner at length mentioned in the Decreet Arbitral pronounced thereanent, lying in the Parish of *St. Vigeans* and Sheriffdom of *Forfar* foresaid; as also all and whole the Lands of Grange of *Conan*, with all and singular Tofts, Crofts, Pendicles, and Pertinents thereof whatever, together with the Teind Sheaves of the said Lands of Grange of *Conan* included, which never used to be separated from the Stock in the Memory of Man, lying within the said Parish of *St. Vigeans*, Barony, Lordship, and late Regality of *Aberbrothock*, and Sheriffdom of *Forfar* foresaid; all united and incorporated into one whole and free Barony called the Barony of *Boysick*, conform to a Charter under the Great Seal in favour of the deceased *John* Earl of *Ethie* in Liferent, and the also deceased Sir *John Carnegie* his Son, in Fee, dated the Eighteenth Day of *June* One thousand six hundred and sixty-five Years; as also all and whole those Parts and Portions of the Lands and Barony of *Bonningtoun* called the Mains of *Kinblethmont*, otherwise named the Lands of *Kinblethmont*, with the Manor Place thereof, with Houses, Buildings, Yards, Orchards, Muirs, Marshes, and whole Parts and Pertinents of the same, lying within the Parish of *Inverkeillour* and Sheriffdom of *Forfar* foresaid; and also all and singular these Parts and Portions of the Lands of *Lawton* called *Fallhills* and *Muiralehouse*, as the same are divided from the rest of the said Lands of *Lawton* by March Stones placed betwixt them, with the Houses, Buildings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof whatever, lying within the Barony of *Kinblethmont*, Parish of *Inverkeillour*, and Sheriffdom of *Forfar* foresaid,

foresaid, as also the Feu Right and Superiority of the Lands of *Muir-house*, lying within the Parish of *St. Vigeans* and Sheriffdom of *Forfar* foresaid, feued by him to *James Scott*, then Possessor of the said Lands, and holden of the said *James Carnegie* for Payment of the Sum of Fifty-three Pounds Sterling of yearly Feu, together with all Right, Title, and Interest, both petitory and possessory, which he the said *James Carnegie* had or could claim or pretend to the Lands and other Heritages before specified; but always with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations and Reservations, therein-after specified, forming a Settlement of strict Entail according to the Law of *Scotland*: And whereas upon the Death of the said *James Carnegie* the Entailer he was succeeded in the said Lands and Estate by the said *James Fullarton*, who afterwards assumed the Name of *Carnegie*, and thereafter that of *Lindsay Carnegie*, and who made up Titles to the said Estate by serving himself nearest and lawful Heir of Tailzie and Provision in General to the said *James Carnegie* the Entailer, conform to the Retour of his general Service expede before the Sheriff of *Edinburgh* upon the Seventeenth Day of *April* One thousand seven hundred and seventy-one, and by obtaining a Charter of Resignation from the Crown proceeding on the Procuratory in the said Entail as carried by his said general Service, dated on the Third Day of *July*, and written to the Seal, registered, and sealed on the Twenty-ninth Day of *October*, all in the Year One thousand seven hundred and seventy-one, upon which Charter he the said *James Fullarton Lindsay Carnegie* was infeft conform to Instrument of Sasine, dated on the Ninth and recorded in the particular Register of Sasines, *et cetera*, upon the Sixteenth Day of *August* One thousand seven hundred and eighty-four: And whereas the said *James Fullarton Lindsay Carnegie* having died, his Son, *William Fullarton Lindsay Carnegie*, completed his Title to the said Estate, with the Exception of the Lands of *Fallhills* and *Muiralehouse*, herein-after referred to conform to Retour of his special Service as nearest Heir Male and of Tailzie to the said *James Fullarton Lindsay Carnegie* his Father, expede before the Macers of the Court of Session on the Twenty-ninth Day of *May* One thousand eight hundred and fifteen, which was followed by a Precept from Chancery in his Favour, dated on the Fourteenth Day of *August*, One thousand eight hundred and fifteen, by virtue of which Precept he was duly infeft conform to Instrument of Sasine in his Favour, dated Twenty-ninth *August*, and recorded in the general Register of Sasines at *Edinburgh* the Seventh Day of *September*, both in the Year One thousand eight hundred and fifteen; and that with regard to the said Lands of *Fallhills* and *Muiralehouse*, to which the Entailer and the Heirs succeeding to him in the entailed Estate had completed no Feudal Title in their Persons, the said *William Fullarton Lindsay Carnegie*, having first completed Titles thereto in his own Person as Heir of Line, executed a Supplementary Disposition and Deed of Entail thereof, in aid of the original Entail, in favour of himself and the Substitutes called by the original Entail, and under the whole Conditions and with the whole Clauses of that Deed, which Supplementary Disposition and Deed of Entail is dated on the Twenty-fifth Day of *March* One thousand

thousand eight hundred and thirty-six, and recorded in the Register of Entails on the Twenty-sixth Day of *May* thereafter, and has since been followed by Infeftment in favour of the said *William Fullarton Lindsay Carnegie* conform to Instrument of Sasine dated the Fifth Day of *April* One thousand eight hundred and thirty-six, and recorded in the general Register of Sasines kept at *Edinburgh* the Eleventh Day of *May* thereafter, in virtue of which several Titles he is now in Possession of the said Lands and Estate: And whereas the said *William Fullarton Lindsay Carnegie* since his Succession to the said entailed Estate has laid out considerable Sums of Money (amounting in all to the Sum of Six thousand seven hundred and twenty-eight Pounds Five Shillings, as the same are more fully set forth in Schedule (A.) to this Act annexed,) in inclosing, draining, and planting the same, and making other permanent Improvements thereon, by reason whereof the Rental and yearly Value of the same has been very much increased since the Period of his Succession, as appears from the Schedule (B.) to this Act annexed; but the said *William Fullarton Lindsay Carnegie* has only obtained a Decree of Declarator in respect of the Sum of Three thousand three hundred and sixty-five Pounds Three Shillings and Eleven-pence of the Money so laid out, in Terms of the Act of the Tenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of* Great Britain *called* Scotland *held under Settlements of strict Entail*, the Requisites of the said Act not having been attended to in respect of the Remainder of the Money so laid out, amounting to the Sum of Three thousand three hundred and sixty-three Pounds One Shilling and a Penny: And whereas the Heirs of Entail succeeding to the said Estate after the said *William Fullarton Lindsay Carnegie* will derive great Benefit from the Expenditure so made by him as aforesaid, which has greatly increased the yearly Rental and Value thereof, and it is just and reasonable that the said *William Fullarton Lindsay Carnegie* should be relieved of a Part of the said Expenditure, and that a Part of the said Estate should be rendered liable for and be applied in relieving him of Part thereof accordingly: And whereas the Mansion House upon the said entailed Estate is in its principal Parts of great Age and very inconvenient, and is besides in such a State as to render a Repair thereof inexpedient, in consequence of which a new Mansion House has become indispensible for the Convenience of the Heir of Entail in Possession of the said entailed Estate; and as a considerable Sum will require to be expended for that Purpose, which is one of permanent Benefit to the said entailed Estate and the Heirs of Entail succeeding thereto, it is just and equitable that Provision should be made therefor, by rendering a Part of the said entailed Estate liable for the same: And whereas the following Debts, having been contracted by the said *James Carnegie* the Entailer, or his Predecessors, are at present chargeable against the said entailed Estates; *videlicet*, the Principal Sum of Twelve hundred Pounds contained in the said *James Carnegie*'s Personal Bond dated the Fifteenth Day of *August* One thousand seven hundred and fifty-five, and the Principal Sum of Three hundred and thirty-three Pounds Sixteen Shillings contained in a Decreet of Adjudication dated the Twenty-fifth Day of *January*

10 G. 3. c. 51.

One thousand eight hundred and five, for Debts originally incurred by *John Carnegie* of *Boysack*, Predecessor of the Entailer, for whose Debts the said entailed Estate is liable, and the Principal Sum of Three hundred and eighteen Pounds Ten Shillings contained in a Decree of Adjudication, dated the Twenty-fifth Day of *January* One thousand eight hundred and five, for a Debt incurred by the said *John Carnegie* and the Entailer; and it is expedient that Provision should be made for the Payment of the said Debts out of the said entailed Estate: And whereas those Parts and Portions of the said entailed Estate set forth and described in the Schedule (C.) to this Act annexed lie at a considerable Distance from the Mansion House, and are so situated that the same may be sold without Injury to the main Body of the Estate; and although it may be unnecessary to sell the whole Lands in Schedule (C.) to this Act annexed, it is expedient the whole thereof be vested in the Trustees named in this Act, in respect that from their Nature and Situation a Part of the said Lands may be found not saleable on advantageous Terms: And whereas certain Portions of the said entailed Lands and Estates contained in the Deed of Entail before recited, which are more particularly set forth in the Schedule (D.) to this Act annexed, might be let, either now or prospectively, in Feu Farm, to the great Advantage of the said *William Fullarton Lindsay Carnegie*, and the Heirs of Entail entitled to succeed to him therein; but as by reason of the Conditions and Limitations of the aforesaid Deed of Entail and Supplementary Deed of Entail these Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 these Parts and Portions of the entailed Lands and Estate set forth and described in the said Schedule (C.) to this Act annexed shall from and after the passing of this Act be vested in and settled upon *Patrick Chalmers* Esquire, of *Auldbar*, in the County of *Forfar*, *Frederick Fothringham*, Writer to the Signet, and *Donald Lindsay*, Accountant in *Edinburgh*, and the Survivors and Survivor of them, and the Heir of such Survivor, without the Necessity of Sasine or any other Writing necessary by the Law of *Scotland*, freed and discharged of and from all and every the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolutive which in and by the said Deed of Entail and the subsequent Investitures herein-before recited are limited, created, expressed, declared, and contained of and concerning the same, but nevertheless upon Trust and to and for the Intents and Purposes herein-after expressed; that is to say, upon Trust that the said *Patrick Chalmers*, *Frederick Fothringham*, and *Donald Lindsay*, and the Survivors or Survivor of them, and the Heir of such Survivor, do and shall, when so required in Writing by the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession of the said entailed Lands and Estates for the Time being, or the Tutor, Curator, or legal Guardian of such Heir, if under Age or otherwise incapable of acting, sell and dispose of the said Lands and other Heritages hereby vested in and

Lands set forth in Schedule (C.) vested in Trustees to be sold.

and settled upon them as aforesaid, or such Part or Parts thereof as the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession of the said entailed Lands and Estates for the Time being, shall so require, and that either in One or more Lots or Parcels, and by public Sale or Auction or private Bargain, and at such Price or Prices as the said Trustees shall judge best, with Power to the said Trustees to adjourn the Sale or Sales from Time to Time to such Time and Place as they shall judge expedient: Provided always, that previous Notice by public Advertisement of such intended Sale shall be given as often and in such Newspapers published in *Scotland* as the said Trustees shall deem expedient; and that Notice also of any Adjournment of such Sale or Sales shall be in like Manner published as often and in such Newspapers as the said Trustees shall deem expedient.

Price of Lands sold to be paid into Banks;

II. And be it enacted, That when such Sale or Sales shall be effected the Money arising by such Sale or Sales shall 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 the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, in the Names of the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated and added to the Principal Sum until the same shall be disposed of and applied as herein-after mentioned; and upon the said Price or Prices being paid in as aforesaid the said Trustees or their foresaids shall be bound and entitled to execute and deliver to the Purchaser or Purchasers a valid Conveyance or Conveyances to the Lands and other Heritages purchased, freed of all the Fetters of the said Deed of Entail and subsequent Investitures, and of all Incumbrances whatsoever, and containing all the usual and necessary Clauses requisite for vesting the Lands so purchased in the Purchaser or Purchasers thereof in Fee Simple, and if they think fit a Clause binding the said *William Fullarton Lindsay Carnegie*, and the Heirs of Entail succeeding to him, 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 of the Manager of the National Bank of *Scotland*, for the Money respectively paid to them, shall be a full and complete Discharge of the Price to the said Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, 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 Non-application of any Part of the same.

and applied in Payment of Expences and Debts;

III. And be it enacted, That the said Trustees or their foresaids shall, out of the Money which shall arise from such Sale or Sales, and

and be deposited as aforesaid, pay off and discharge the Costs and Expences of applying for and obtaining this Act, and carrying the same into execution, and shall also pay off and discharge the said Debts of One thousand two hundred Pounds, Three hundred and thirty-three Pounds Sixteen Shillings, and Three hundred and eighteen Pounds Ten Shillings, for which the entailed Estate is liable as aforesaid, and shall further pay to the said *William Fullarton Lindsay Carnegie*, or his Heirs, Executors, or Assignees, the Sum of Two thousand five hundred and twenty-three Pounds Eighteen Shillings, being Three Fourths of the said Sum of Three thousand three hundred and sixty-five Pounds Three Shillings and Eleven-pence, for which Decreet has been obtained in manner before mentioned in respect of Money laid out in improving the said entailed Estate as aforesaid, together with the Sum of Two thousand five hundred and twenty-two Pounds Five Shillings and Nine-pence, being Three Fourths of the said Sum of Three thousand three hundred and sixty-three Pounds One Shilling and a Penny, laid out in Improvements on the said entailed Estate as aforesaid, but which have not been recorded in Terms of the said recited Act, and shall also set apart a Sum of Six thousand Pounds Sterling, or so much thereof as may be necessary, to be applied in providing a fit and suitable Mansion House and Offices for and upon the said entailed Estate in manner herein-after directed: Provided always, that if any Sum or Sums of Money shall be borrowed under the Powers herein-after contained, and shall be due and owing at the Time of such Sale or Sales taking place, the said Price or Prices shall be applied in Repayment of the Money so borrowed and due and owing, or of so much thereof as the same shall be equal to discharge; and the Person or Persons to whom the aforesaid Debts or Sums of Money shall be so paid as aforesaid shall be bound to execute valid Discharges releasing the said Estates, and the Heirs of Entail succeeding to the same, from such and so much of the Money as they shall so receive Payment of as aforesaid; and the said entailed Lands and Estates, and the Heirs of Entail therein, shall thenceforth be for ever freed and relieved of and from any Claim or Demand therefor.

and in building Mansion House and Offices.

Surplus to be invested in Purchase of Lands, to be entailed.

IV. And be it enacted, That in case any Surplus shall remain of the Price or Prices obtained for the said Lands in Schedule (C.) hereunto annexed, after fully answering the Purposes aforesaid, the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, shall and they are hereby required, after Intimation to the Heir of Entail in Possession for the Time of the said entailed Estate, lay out and employ such Money or Surplus in the Purchase of such other Lands lying contiguous to or convenient for the said entailed Estate, at such fair and just Price or Prices as ought to be given for the same, after the Price so to be given shall have been approved of by the Court of Session in One of its Divisions to which Application shall be made for its Approbation, and shall, with the Approbation of the said Court, dispone and convey the Lands or Heritages so to be purchased by them, and shall also dispone and convey any Part of the said Lands and Estate appointed

appointed by this Act to be sold which may remain unsold to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, and Clauses prohibitory, irritant, and resolutive, as in and by the said Deed of Entail herein-before recited are declared and expressed of and concerning the Lands and Estate comprised in the said recited Deed of Entail, as shall then be existing undetermined and capable of taking effect; and the Dispositions and Conveyances thereof to be executed by them for that Purpose shall be so framed as to bind the Institute as well as all and every other Person or Persons succeeding as Heirs of Entail; and the said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, shall, immediately after the Execution of such Conveyances or Dispositions, cause the same to be recorded in the Register of Tailzies for the Benefit of all and every Person and Persons interested therein, and Infeftment to be taken thereon; and in the meantime and until the Money shall be so applied the said Court shall order and direct that the same shall remain in the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British* Linen Company, Commercial Bank of *Scotland*, or National Bank of *Scotland*, as the Case may be, subject to the Direction of the said Court in either of the Divisions thereof, in the Names of the said Trustees and the Survivors or Survivor of them, and the Heirs of such Survivor, and shall annually accumulate the same, and the Interest be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Lands shall be made in the Manner herein-before directed, and until, upon a Petition to be preferred to the said Court in either of the Divisions thereof in a summary Way, by the said Trustees or their Successors, and the Survivors or Survivor of them, and the Heirs of such Survivor, with the Concurrence of the Heir of Entail in Possession of the said Estate for the Time being, the Money shall be ordered to be paid by the Treasurer, Cashier, Secretary, Manager, or other Officer of the said Banks respectively, for completing the said Purchase, in such Manner as the said Court shall direct.

In case Sale of Lands cannot be effected, Money to be borrowed.

V. And be it enacted, That in case an adequate Price cannot immediately after the passing of this Act be obtained for the said Lands vested in the said Trustees as aforesaid, and it shall be deemed expedient by the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession of the said Lands and Estates for the Time, or the Tutor, Curator, or legal Guardian of such Heir as aforesaid, it shall and may be lawful for the said *William Fullarton Lindsay Carnegie*, or such Heir, or the Tutor, Curator, or legal Guardian of such Heir as aforesaid, with the Consent and Approbation of the said Trustees or their foresaids, and he, she, or they is and are hereby authorized to borrow and take up in Loan, upon the Security of the said entailed Lands and Estates, at such Rate of Interest as may be agreed on, not exceeding Five Pounds *per Centum per Annum*, any Sum or Sums of Money which may be necessary for the Purposes aforesaid, and which can be obtained upon the Security of the said entailed Lands and Estates, not exceeding in the whole the Sum of Fourteen thousand Pounds Sterling; and it shall be lawful to the said *William Fullarton Lindsay Carnegie*, or the Heir of

of Entail in Possession of the said entailed Estates for the Time, or the Tutor, Curator, or legal Guardian of such Heir as aforesaid, with the Consent and Approbation of the said Trustees or their foresaids, validly to secure the Payment of the Money so to be borrowed, and the Interest thereof, and liquidate Penalties and Expences to be therein stipulated, by Heritable Bond or Bonds and Disposition or Dispositions in Security in favour of the Person or Persons who may lend such Money, disponing and conveying, in the Form and with the Powers usual in similar Heritable Securities in *Scotland*, heritably and redeemably, the Whole or any Portion or Portions of the Lands and Estates comprised in the Deed of Entail before recited, which Heritable Bonds or Dispositions in Security shall be good, valid, and effectual to such Creditor or Creditors, Lender or Lenders, and to his, her, or their respective Heirs, Executors, or Representatives whatsoever, or to his, her, or their Assignee or Assignees, or to any Person in right of the said Heritable Bond or Bonds, Disposition or Dispositions in Security for the Time, in the same Manner as if the same were granted by a Fee-simple Proprietor, and shall effectually burden either the Whole or such Parts of the said Lands and others contained in the said Deed of Entail as shall be included in and disponed by such Heritable Bonds and Dispositions in Security, and shall be effectual against all the Heirs of Entail who may be entitled to succeed to the said entailed Estates; and the said Heritable Bonds and Dispositions in Security, and the Rights in Security thereby created, shall be freed of all the Fetters of the said Entails and Investitures, and the said Creditor or Creditors, Lender or Lenders, shall have every Remedy competent by the Laws of *Scotland* for the Recovery of the Sums so lent, Interest and Penalties, as is competent to any other Creditor by Heritable Bond or Bonds and Dispositions in Security; but it is hereby declared that the said Trustees shall not by granting such Bond or Bonds incur for themselves or their Representatives any personal Responsibility for the Sums so borrowed.

Money borrowed to be paid into Bank;

VI. And be it enacted, That the Money to arise by all or any of the said Loan or Loans authorized to be contracted in virtue of the Powers conferred by this Act shall be paid by the Lender or Lenders thereof into one or other of the said Banks before mentioned, in the Name of the said Trustees and their foresaids, 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 and applied as provided by this Act; 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 of the Manager of the National Bank of *Scotland*, shall be a full and complete Receipt to such Lender or Lenders for the Sum or Sums therein specified.

and applied in Payment of Debts.

VII. And be it enacted, That as soon as conveniently may be after the said Money arising from such Loan or Loans shall be so paid in as aforesaid, the said Trustees and their foresaids shall out of the same pay

pay off, discharge, and set apart the Costs, Expences, Debts, and Sums of Money herein-before directed to be paid off, discharged, and set apart out of the Money arising from the Sale of Lands, when the same shall be made as aforesaid; and if any Balance shall remain of the Money arising from such Loan or Loans, after fully answering these Purposes, the said Trustees shall apply the same in Repayment *pro tanto* of the Money so borrowed, so as to reduce the Amount to the exact Sum necessary for the several Purposes of this Act; and on such Payment as aforesaid of the several Sums of Money hereby directed to be paid the Person or Persons to whom the same shall be paid shall grant valid and effectual Releases for the Sums so paid to them as aforesaid, completely discharging the said Lands and Estates, and the Heirs of Entail who shall succeed thereto, of and from the Sums so paid to them as aforesaid; and the said entailed Lands and Estates, and the Heirs of Entail therein, shall thenceforth be for ever freed and relieved of and from any Claim or Demand therefor.

Mansion House and Offices to be built.

VIII. And be it enacted, That the said Trustees, whenever they shall be required so to do by the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession for the Time of the said entailed Estate, or the Tutor or Curator or other legal Guardian of such Heir, if under Age, or otherwise incapable of acting, shall nominate an Architect of Skill and Character, who is hereby required to visit the Ground of the said Estate, and to report to the said Trustees what in his Opinion is the most eligible Site thereon for the said Mansion House and Offices, accompanied by a Plan according to which he would propose to build such Mansion House and Offices suitable for the Estate, which shall remain with the said Heirs of Entail after the Fulfilment of the Purposes of this Act, together with an Estimate of the Expence thereof; and thereupon the said Trustees shall and they are hereby required to apply in a summary Way by Petition to the Lord Ordinary on the Bills in the Court of Session, praying the Lord Ordinary to consider thereof, and if satisfied of the Propriety of it to interpose his Authority therein, and to direct the Construction of the said Mansion House and Offices, when Provision shall have been made for defraying the Costs thereof as aforesaid, according to the said Plan, or such Alteration or Modification thereof as such Lord Ordinary shall think fit and direct to be made, which he is hereby authorized and empowered to do from Time to Time; which Petition shall be intimated in such Form as the Lord Ordinary shall direct to the Two Heirs of Entail of full Age, and resident within *Great Britain* for the Time, next entitled to succeed under the said recited Deeds of Entail to the Person petitioning, if so many there shall be in existence and within *Great Britain* at the Time, and if there be only One such Heir, then to such One Heir only, or in case of any legal Incapacity in such Heirs or Heir, then to the Tutor, Curator, or other legal Guardian of such Heirs or Heir; and upon considering the Matter of such Petition it shall be lawful for the said Lord Ordinary to give such Directions therein as he shall think fit from Time to Time, which Directions shall be intimated to the said Two Heirs of Entail of full Age, and resident within *Great Britain* for the Time, next entitled to

succeed

succeed under the said recited Deeds of Entail in manner foresaid, and shall be subject to the Review of the Court of Session by a Note to either Division thereof at the Instance of any Heir of Entail, provided, but not otherwise, a Petition be presented within One Calendar Month after the latest Intimation of the said Order to the said Two Heirs of Entail, 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, provided this be not less than One Calendar Month after the latest Intimation of the said Order as aforesaid; 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, and which shall not be subject to Review or Question in any way whatever, and according to which the said Trustees shall proceed in the Erection of the said Mansion House and Offices, and shall pay and apply the said Principal Sum of Six thousand Pounds Sterling set apart as aforesaid, or so much as shall be necessary for that Purpose, in conformity thereto, including the Expence of procuring the said Plan and Estimate, and of the Proceeding to be had relative thereto as aforesaid, and if any Surplus of Principal of the said Sum of Six thousand Pounds shall remain after fully answering the Purposes to which the same is by this Act directed to be applied, such Surplus shall be applied in manner herein directed with respect to the Surplus of any Money raised by Loan or Sale under this Act.

Mansion House and Offices to be kept insured.

IX. And be it enacted, That during the building of the said Mansion House and Offices the Heir of Entail in Possession shall effect, in some or one of the Public Offices for Insurance from Fire, a Policy or Policies of Insurance for Protection of the said Premises against Loss or Damage which may happen thereto from or by means of Fire; which Policy or Policies shall be for such Sum or Sums as the said Trustees shall deem expedient, not being less than the Amount which actually has been laid out on such Mansion House and Offices at the Time of effecting such Policy or Policies; and as soon as the said Mansion House and Offices are completed the Heir of Entail in Possession for the Time of the said entailed Lands and Estate, and every Heir of Entail succeeding to him, shall, at their own proper Costs and Charges, insure and continue to keep insured the said Mansion House and Offices in any of the Offices aforesaid, for any Sum or Sums which such Heir shall think fit, not being less in Amount than the Sum which shall have been expended on the said Mansion House and Offices in virtue of this Act, or the full Value of the said Premises at the Time; and in case any Heir of Entail in Possession of the said entailed Lands and Estate shall fail to insure as herein-before mentioned, and to continue to keep insured, the said Mansion House and Offices as aforesaid, such Heir shall, for himself or herself only, incur an Irritancy as in the Case of Contravention of the said Entail, and shall, over and above incurring such Irritancy, make good any Loss or Damage, not exceeding Six thousand Pounds, which may have been caused directly or indirectly to the said Mansion House and Offices by Fire occurring while said Premises shall happen not to be insured as aforesaid, the Amount of which Loss and Damage shall be ascertained and decerned for

by the Court of Session upon the Application in a summary Way of such Heir of Entail, or of any Heir of Entail entitled to succeed to the said Estate; and the Money to be recovered under any such Policy or Policies of Insurance to be effected as aforesaid, or which the Heir of Entail in Possession of the said entailed Lands and Estate so failing to insure as aforesaid shall be liable in for Loss and Damage, as before provided, shall be paid into one or other of the said Banks, subject to the Order of the Court of Session, and shall be applied by such Court in rebuilding or repairing the said Mansion House and Offices in such Manner as such Court shall direct and appoint, on a Petition to be presented in a summary Way to the said Court by the Heir of Entail in Possession, or any Heir of Entail entitled to succeed to the said entailed Lands and Estate, and to be intimated in such Manner as the said Court shall order and direct: Provided always, that the Orders and Directions of the said Court in the Matter aforesaid shall be final and conclusive, and not subject to Review or Question by Appeal or otherwise in any Manner whatsoever: And provided further, that if any Irritancy shall be incurred by any Heir of Entail failing to insure or to keep insured the said Mansion House and Offices as aforesaid, such Irritancy shall be purgeable by such Heir effecting a Policy or Policies of Insurance as aforesaid on the said Mansion House and Offices to the Amount before provided, and if any Loss or Damage has been occasioned by Fire occurring while the said Mansion House and Offices shall not have been insured as aforesaid, by such Heir paying the Amount of such Loss and Damage, as the same shall be fixed and ascertained as aforesaid, into one or other of the said Banks, to be applied by the said Court of Session as aforesaid.

Heir to keep the Mansion House and Offices in repair.

X. And be it enacted, That after the said Mansion House and Offices shall be completed the same shall be kept and maintained in good Order and Repair by the Heir of Entail in Possession for the Time being of the said Estate; and if it shall at any Time appear to any Heir of Entail entitled to succeed to the said entailed Lands and Estate that the said Mansion House and Offices are not kept and maintained in good Order and Repair, it shall be lawful for such Heir to make Application in a summary Way to the said Court of Session, complaining thereof; and after Intimation of such Application to such Heir of Entail in Possession, in such Manner as such Court shall direct, it shall be lawful to such Court to order and direct the Heir of Entail in Possession to execute such Repairs as such Court shall think necessary to be made on the said Mansion House and Offices, and to decern against the Heir of Entail in Possession of the said entailed Estate accordingly; and it shall be competent to such Court, if it shall appear that the said Mansion House and Offices are in good Order and Repair, to decern against the Heir making such Application for the Expences thereby incurred; and the Orders and Directions to be given by the said Court in the Matters aforesaid shall be final and conclusive, and not subject to Review or Question by Appeal or otherwise in any way whatsoever.

Application of Surplus of Money over and above the Principal Sums deposited.

XI. And be it enacted, That if the Money arising by the Principal Sums deposited in any of the foresaid Banks in Terms of this Act, along with the accumulated Interest thereon, shall, on the uplifting of the said deposited Sums for the Purposes of this Act, exceed the Amount so originally deposited as aforesaid, then and in that Case only the said Surplus shall be paid by the said Trustees or their foresaids to the Person or Persons respectively who in case the said deposited Sums shall have been raised by the Sale of Lands would have been entitled, had such Lands remained unsold, to receive the Rents or Profits thereof, or who in case the said deposited Sums shall have been raised by Loan may have paid and kept down the Interest on such Loans as herein-after enacted, or to the Representative or Representatives of such Person or Persons.

Trustees may apply for Exoneration.

XII. And be it enacted, That it shall be in the Power of the said Trustees and their foresaids, or any One of them, if he or they think it necessary for his or their own Relief, after they have carried into effect the Trust Purposes of this Act in whole or in part, to apply to the said Court of Session in either of the Divisions thereof for a Discharge or Exoneration of their Proceedings, and that by summary Proceeding; and the said Court is hereby required to order Production of the Accounts of the said Trustees, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees or Trustee of his or their Intromissions and Actions, and to declare him or them quit and discharged thereof for ever.

Power of appointing new Trustees.

XIII. And be it enacted, That if the said Trustees or any of them, or any Trustee to be appointed under this Act as after mentioned, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts, Powers, and Authorities hereby reposed and vested in them, at any Time before the said Trusts, Powers, and Authorities shall have been duly performed and executed, then and in any of these Cases, and when and as often as the same shall happen, it shall and may be lawful for the said Court of Session, in either of the Divisions thereof, upon Application of the said Trustees or any One or more of them, or their respective Heirs or Representatives, with Concurrence of or after Service of such Application upon the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail who shall be in Possession of the said entailed Lands and Estates for the Time, or the Tutors or Curators or legal Guardians of such Heir, if under Age, or otherwise incapable of acting as aforesaid, to appoint 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, 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 Trusts, Powers, and Authorities by this Act given, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid the said Lands and others hereby vested in the said Trustees in Trust as aforesaid shall thereupon become legally vested in the remaining Trustee or Trustees and

and such new Trustee or Trustees, or wholly in such new Trustee or Trustees, without the Necessity of Sasine or any other Writing necessary by the Law of *Scotland*, as the Case may require, and the Survivors or Survivor of them, and the Heirs or Assignees of such Survivor, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with, under, and subject to all the Powers and Authorities by this Act given and declared; and the Act and Decreet of the said Court of Session appointing a new Trustee or Trustees, and vesting in him or them the said Lands and others as aforesaid, shall be registered in the General Register of Sasines kept at *Edinburgh*; and such new Trustee or Trustees shall have and enjoy in all respects, and to all Intents and Purposes whatsoever, all and every the Powers and Authorities conferred on the Trustees named in this Act, the same as if such new Trustee or Trustees had been named a Trustee or Trustees in this Act.

Quorum of Trustees.

XIV. And be it enacted, That the Majority of the Trustees under this Act for the Time being, while the Number of such Trustees for the Time exceeds Two, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution; and if there be only One Trustee at the Time he shall at all Times have full Power to act by himself alone, until the Appointment of a new Trustee or Trustees.

Trustees may appoint Factors.

XV. And be it enacted, That it shall be in the Power of and lawful for the Majority of the Trustees for the Time being to nominate and appoint Factors, Stewards, Receivers, and Agents for carrying the Purposes of this Act into execution, taking sufficient Security for such Factor, Steward, or Receiver for the faithful Execution of his Office before he or they be allowed to enter upon the Exercise thereof; and the said Trustees shall not be liable for the said Factor, Steward, Receivers, or Agents, or their Cautioner or Cautioners, further than that they were habit and repute responsible at the Time of their Appointment: Provided always, that the said Trustees and their foresaids shall not be charged or chargeable with or accountable for Omissions, or any more Money than they shall actually receive by virtue of this Act, nor for any Loss of such Money or any Part thereof, so as that the same happens without their wilful Neglect or Default respectively, nor any of them for the others, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and that they or any of them shall, by and out of the Money which comes into their Hands, be entitled to receive and be reimbursed of all Expences which they shall respectively incur or be put to in the Exercise or Performance of the Trust hereby reposed in them, or in any Manner in relation thereto.

Heirs of Entail to have all Powers until Sale or Loan.

XVI. And be it enacted, That until the said Sale or Sales take place of the Lands contained in Schedule (C.) hereunto annexed the said *William Fullarton Lindsay Carnegie*, and the Heir of Entail for the Time being, shall be entitled to draw the Rents thereof, to remove Tenants therefrom, and grant Leases thereof, to feu the same in virtue of the Powers given by this Act, and generally to use and exercise in regard thereto all Powers and Privileges competent by Law

Law to any Heirs of Entail, but that only in so far as shall be consistent with the Terms of the said Deeds of Entail and the Powers given by this Act or with the Law of *Scotland*, any thing herein contained notwithstanding.

Sale and Loans not to be challenged by Heirs of Entail.

XVII. And be it enacted, That after the Sale or Sales and Loan or Loans hereby authorized shall be completed it shall not be competent to the said *William Fullarton Lindsay Carnegie*, or any of the Heirs of Entail under the Deeds of Entail before recited, to reduce or challenge such Sale or Sales or Loan or Loans on any ground whatsoever.

Purchasers to have no Concern with Application.

XVIII. And be it enacted, That the Purchasers and Lenders under this Act shall be in no way concerned with the Application or Misapplication of the Money to be paid or lent by them.

Heirs to keep down Interest.

XIX. And be it enacted, That the Heir of Entail in Possession shall be bound to pay and keep down all Interest upon Monies which shall be borrowed under or by virtue of this Act.

Heir of Entail not to be liable for Sums for Improvements.

XX. And be it enacted, That no Heir of Entail succeeding to the said entailed Lands and Estate shall be in anyways liable for any Part of the said Sums laid out for Improvements upon the said Estate in manner aforesaid, any thing in the said Act of the Tenth Year of the Reign of His said late Majesty King *George* the Third to the contrary notwithstanding; nor shall any of the Provisions of the said Act with respect to the Money laid out for the Improvements of the Mansion House or Offices apply to or take effect upon the said entailed Lands and Estate in the Lifetime of the Heir in Possession, when a new Mansion House shall be built under the Powers given by this Act, but the Provisions of this Act in that respect shall come in lieu thereof.

Certain Lands may be feued.

XXI. And be it enacted, That from and after the passing of this Act it shall and may be lawful to and for the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession for the Time being of the said entailed Estates, or the Tutor, Curator, or legal Guardian of such Heir, if under Age or otherwise incapable of acting, whenever he, she, or they are desirous of feuing any Part of the Lands specified in Schedule (D.) to this Act annexed, 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 to or served upon the Two Heirs of Entail next entitled to succeed under the said recited Deed of Entail to the Person so petitioning, if so many there shall be in existence at the Time, and if there shall be only One such Heir then to such Heir 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 same Form as if the said Heirs or Heir was or 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 or other sufficient Evidence 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 said Lands specified in the said Schedule (D.) 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, 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 Auction or Auctions to proceed as he shall appoint, which Warrant shall be intimated to the said Two next Heirs of Entail in the same Manner as the Petition on which the same proceeded; and it shall be competent to the Heir so petitioning, or any of the said Heirs of Entail, 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 subject to Review unless the same shall, after Intimation to the said Heirs of Entail, 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, provided this be not less than One Calendar Month from the Date of such Order or Direction; and after such Authority shall be so interponed to the feuing of such Lands it shall be lawful for the said *William Fullarton Lindsay Carnegie*, or the Heir of Entail in Possession thereof for the Time, or the Tutor or Curator or legal Guardian of such Heir, if under Age, or otherwise incapacitated as aforesaid, to feu the same and grant Feu Rights thereto, in Terms of such Articles and Conditions, notwithstanding the Conditions of the said Deeds of Entail or any of them.

Tutor ad litem to be appointed in certain Cases.

XXII. And be it enacted, That in the Event of the Two next Heirs of Entail or either of them being the Children of the Heir who makes the Application, and being under Age, the Lord Ordinary shall, on the Return of the Messenger's Execution or other sufficient Evidence of Intimation as aforesaid, before further Proceeding, appoint a Tutor or a Curator *ad litem* to attend to the Interest of such Heir or Heirs under Age in the ordinary Form, otherwise the subsequent Proceedings shall be null and void; and in the Event of both the Two next Heirs of Entail being the Children of the Heir 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 Heir of Entail next entitled to succeed to the said entailed Estate, after the Heirs of the Body of the

Heir who makes the Application, if within *Great Britain* or *Ireland*; and if such Heir next entitled to succeed is not within *Great Britain* or *Ireland*, 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.

No Fine or Grassum to be taken.

XXIII. And be it enacted, That it shall not be lawful to the said *William Fullarton Lindsay Carnegie*, nor to any other Heir of Entail in Possession for the Time, 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, at such Auction or Auctions or otherwise, 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 such Feu or Feus by the said *William Fullarton Lindsay Carnegie*, or any other Heir of Entail in Possession for the Time, such Feu or Feus shall not only be void and null, but the said *William Fullarton Lindsay Carnegie*, or such Heir of Entail in Possession, shall thereupon, for himself or herself only, incur an Irritancy as in the Case of a Contravention of the said Entail.

Usual Casualties of Superiority to be reserved.

XXIV. And be it enacted, That the Casualties usual in Feuholding shall be reserved in any Grant or Grants of Feu to be made in virtue of the Powers given by this Act; but it shall be lawful to tax the Casualties payable at the Entry of each Heir or singular Successor, or ascertain the same at certain fixed Rates, but the Rates at which such Casualties shall be taxed shall be fixed and ascertained at such Auction or Auctions as aforesaid, and not otherwise, and at the same Time and along with the Feu Duties to be paid for the same in manner herein-before mentioned.

Entails not to be prejudiced.

XXV. And be it enacted, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the aforesaid Deed of Entail and Supplementary Deed of Entail herein-before recited, or the Order of Succession therein and thereby established, and in the subsequent Titles respectively, excepting in so far as is necessary for carrying the Purposes of this Act into effect; and no Irritancy or Forfeiture shall be incurred by any Person or Persons by reason of executing any Deed, or doing any other Matter or Thing authorized by this Act: Provided always, that the Superiorities of the Lands to be feued, and the Feu Duties and Casualties of the same, shall descend and transmit in the same Order and Course of Succession, and under the same Burdens, Reservations, Conditions, Provisions, Limitations, and Clauses irritant and resolutive as are contained in the Deeds of Entail before recited.

Costs in Court of Session to be taxed.

XXVI. And be it enacted, That the Costs, Charges, and Expences of all Proceedings to be had in the Court of Session in pursuance of the Powers given by this Act shall be taxed and ascertained according to the Practice of the said Court.

XXVII. Saving

XXVII. 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 *William Fullarton Lindsay Carnegie*, and all and every the other Heirs of Entail of the Lands and Estates comprised in the said Deeds of Entail before recited,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby allowed to be feued and described, 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 been made. General Saving.

XXVIII. 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.

SCHE-

SCHEDULES to which this Act refers.

SCHEDULE (A.)—Showing the Amount of the Sums expended by William Fullarton Lindsay Carnegie, Esquire, in Improvements on the entailed Estate of Boysack.

	£	s.	d.	£	s.	d.	£	s.	d.
Amount of Improvements recognized as made and duly recorded by the Court of Session, Final Decree dated on the 19th November 1833 - - -	-		-	-		-	3,365	3	11
Amount of Improvements of which the Vouchers were recorded, but which were not included in the Court of Session's Decree, from the Proprietor's accidental Omission to record an annual Account bearing his Signature, as required by 10 Geo. 3, c. 51. - -	-		-	-		-	730	16	9
Amount of unrecorded Improvements as under; videlicet,									
For the Year to Martinmas 1815 - - -	-		-	6	11	5			
Ditto to Ditto 1816 - - -	-		-	81	10	9			
Ditto to Ditto 1817 - - -	-		-	218	9	11½			
Ditto to Ditto 1818 - - -	-		-	100	11	7			
Ditto to Ditto 1819 - - -	-		-	194	11	6			
Ditto to Ditto 1820 - - -	-		-	159	16	6			
Ditto to Ditto 1821 - - -	-		-	162	1	10			
Ditto to Ditto 1824 - - -	-		-	185	10	2			
Ditto to Ditto 1827 - - -	83	17	2						
	108	14	10½	192	12	0½			
Ditto to Ditto 1829 - - -	60	5	11½						
	83	13	6						
	8	14	9	152	14	2½			
Ditto to Ditto 1830 - - -	200	2	11						
	11	6	6						
	68	15	10	280	5	3			
Ditto to Ditto 1831 - - -	114	13	2½						
	34	17	10½						
	66	19	0½	216	10	1½			
Ditto to Ditto 1832 - - -	6	11	2						
	17	19	8½						
	15	3	2	39	14	0½			
Ditto to Ditto 1833 - - -	19	15	9						
	5	11	3						
	1	7	2	26	14	2			
Ditto to Ditto 1834 - - -	87	17	4						
	29	3	10½						
	7	15	0	124	16	2½			
Ditto to Ditto 1835 - - -	93	14	0						
	44	11	11	138	5	11			
Ditto to Ditto 1836 - - -	60	17	0						
	46	11	10						
	243	19	10	351	8	8			
							2,632	4	4
						Sum of the Improvements	6,728	5	0
						Three Fourth Parts whereof amount to	5,046	3	9

Which Sum of £5,046 3. 9. is made up thus:

Three Fourth Parts of the correctly recorded Improvements -	£2,523	18	0
Three Fourth Parts of the Improvements unrecorded or recorded imperfectly	2,522	5	9
	£5,046	3	9

Robert Croll.

SCHEDULE (B.)—Comparative Rentals of the entailed Estate of Boysack for 1814 and 1836.

For Crop 1814.	£	s.	d.
East and West Mains of Kinblithemont (in Money).	605	0	0
Leys	42	0	6
Old and New Boysack	64	5	0
East and West Mills of Boysack	282	14	0
Leysmill	17	5	8
Newtoun	33	4	11
West Muirhouse	79	8	8
Burnside	42	9	0
Border Park	150	0	0
Denmark	29	14	$7\frac{6}{12}$
Chapelton	52	0	0
Douglas Muir	1	0	0
Border	41	10	0
Kinblithemont Muir	5	0	0
Waulkmills	10	0	0
Right of Waterfall	5	0	0
Chapelton	6	2	$5\frac{3}{12}$
Firthmuir	49	1	$2\frac{3}{12}$
Porters Lodges, under Lease	4	5	0
Grass Fields	236	15	0
Grange of Conan (Feu)	52	1	$7\frac{1}{12}$
Douglas Muir (Feu)	2	1	8
Of Money	1,810	19	$3\frac{1}{12}$
Grain Rents.			
Wheat, $2\frac{1}{2}$ Bolls, at 30*s.* per Boll	3	15	0
Barley, $40\frac{1}{2}$ Bolls, at 25*s.* per Boll	50	12	6
Oatmeal, $269\frac{1}{2}$ Bolls, at 20*s.* per Boll	269	10	0
	323	17	6
Sum of the Rental in 1814	2,134	16	$9\frac{1}{12}$

Note. — Kain Fowls not estimated.

For Crop 1836.	£	s.	d.
Boysack (in Money)	262	0	0
East and West Mills of Boysack	187	0	0
Burnside	34	10	0
Border	168	0	0
Chapelton	42	4	11
Denmark	57	18	0
Douglas Muir	1	0	0
Firthmuir	97	6	0
Hossacks	17	0	0
West Farm of Kinblithemont	354	4	8
Knows of Muirhouse	11	0	0
Leys	239	10	9
Leysmill	94	0	0
Newtoun	277	7	0
Ryefauld	7	7	0
Templeton	200	0	0
West Park of Leys	9	12	6
Entailed Portion of Muirhouse	73	14	0
Waulkmill	14	0	0
Home Farm about $178\frac{1}{2}$ Acres Imperial, estimated at	287	10	0
Leysmill Quarries	300	0	0
Border Pasture	7	0	0
Kinblithemont Muir	7	0	0
Moss of Leys	16	0	0
Pasture of Boysack Wood	6	0	0
Pasture of West Muirhouse and Burnside Muir	6	0	0
Porters Lodges, under Lease	4	0	0
Douglas Muir (Feu)	2	1	8
Grange of Conan (Feu)	52	1	7
Of Money	2,835	8	1
Grain Rents.			
Wheat, 20 Quarters, at 47*s.* 1*d.* per Quarter	47	1	8
Wheat, 85 Bolls, at 24*s.* per Boll	102	0	0
Barley, 25 Quarters, at 28*s.* 9*d.* per Quarter	35	18	9
Barley, 85 Bolls, at 21*s.* 5*d.* per Boll	91	0	9
Potatoe Oats, 25 Quarters, at 25*s.* 10*d.* per Quarter	32	5	10
Potato Oats, 65 Bolls, at 19*s.* 3*d.* per Boll	62	11	3
Oatmeal, 68 Bolls, at 20*s.* 9*d.* per Boll	70	11	0
	441	9	3
Sum of the Rental in 1836	3,276	17	4

Note. — Kain Fowls not estimated.

Sum of the Rental in 1814, as above	£2,134	16	$9\frac{1}{12}$
Ditto in 1836, as above	3,276	17	4
Increase of Rental since the present Proprietor's Succession	£1,142	0	$6\frac{1}{12}$

Note. — The Public Burdens, and the Interests of the Debts chargeable against the Estate, amounted, for Crop 1836, to the Sum of £297. 9. 10., which, deducted from the Rental, leaves the clear Revenue of the Estate, videlicet, £2,979. 7. 6.

Robert Croll.

SCHEDULE (C.)—Showing the Parts of the Estate of Boysack vested in Trustees by the Act, and the Rental thereof.

Description of Lands.	Tenants.	Money Rents or Feu Duties. £	s.	d.
The whole Lands of Firth Muir in the Parish of St. Vigeans, described in the Entail as Part of the Firth of Aberbrothock.	Divided into numerous small Possessions, and in so far as under Lease rented in all at - -	97	6	0
	In the Proprietor's Occupancy about Forty Acres, valued at - -	10	0	0
Lands and Farm of Denmark in the Parish of Inverkeillor - - - -	David Philip - -	39	0	0
	James Suttie's Representatives	5	5	0
	William Kyd - -	5	5	0
	James Nicol - - -	8	8	0
Farm of Hossocks - - - -	Robert Kyd - -	17	0	0
Farm of Ryefauld - - - -	James Martin - -	7	7	0
Lands and Farm of Burnside in the Parish of Inverkeillor	David Beattie - -	34	10	0
	David Young - -	6	0	0
The entailed Portion of the Lands of Muirhouse in the Parish of Inverkeillor - -	John Smith - -	27	0	0
	David Raitt - -	24	14	0
	David Leslie - - -	16	0	0
The Pasture of Burnside, and Part of Ryefauld and Muirhouse.	Sundry Tenants - -	3	0	0
Lands and Farm of Newtoun in the Parish of Inverkeillor	James Key - -	270	0	0
Pendicle of Ditto, let separately - -	Alexander White - -	7	7	0
The Western Part of the Farm of Leysmill in the Parish of Inverkeillor, lying to the Westward of a Line intersecting the said Farm, and separating the Four Westmost Fields of that Farm from the Eastern Part thereof.	Alexander Brown, valued at	60	18	0
Certain Parts of the several Lands and Farms above mentioned in the Proprietor's Occupancy, under Wood.	Valued at - -	3	10	0
Which whole Lands, and others above described, form the whole Western Portion of the entailed Estate of Boysack, as separated from the rest thereof, partly by the Eastern March of the Farm of Newton, and partly by a Line intersecting the Farm of Leysmill, and cutting off the Four Westmost Fields of that Farm above mentioned from the Remainder thereof.				
Lands and Farm of East and West Mills of Boysack in the Parish of Inverkeillor, being the whole Portion of the said entailed Estate lying to the North of the River Lunan.	Robert and John Collier -	183	0	0
	GRAIN RENT.			
	Wheat, 20 Quarters at 47*s.* 1*d.*	47	1	8
	Barley, 25 Ditto at 28*s.* 9*d.*	35	18	9
	Oats, 25 Ditto at 25*s.* 10*d.*	32	5	10
Superiority of the Lands of Grange of Conan in the Parish of St. Vigeans.	James Mudie, Esq., Vassal.			
	Feu Duty in Money - -	52	1	7
	VICTUAL FEU DUTY.			
	48 Bolls of Oatmeal at 20*s.* 10*d.*	50	0	0
Correct Amount, £1,042. 17. 10.	- - - £	1,042	17	10

Robert Croll.

SCHEDULE (D.)—Showing those Parts of the entailed Estate of Boysack and others which by this Act are authorized to be feued.

ALL and whole the Lands and Barony of Boysick, comprehending all and whole the Town and Lands of Boysick, with the Manor Place, Fortalice, Houses, Buildings, Yards, Orchards, Dovecots, and Twa Corn Milns thereof, together with the Multures and Sequels of the said Milns and Lands respectively, and all others Parts, Pendicles, Outsetts, and Pertinents belonging to the said Milns and Lands; as also all and singular the Lands of Broadfoot Gardyne, with Houses, Buildings, Yards, Outsetts, and Pertinents thereof whatever, and with the Tenants, Tenandries, and Service of Free Tenants and Feu Duties of the said Lands respectively, and all their Parts and Pertinents, and specially, without prejudice of the Generality foresaid, the Pendicle of the said Lands of Broadfoot Gardyne called Kemphill, Newton, Lownhead, and Drumhead, together with the Multures of the said Lands of Broadfoot Gardyne and Pertinents thereof whatever; as also all and whole the Muir lying beside the foresaid Lands now called Lindsays Muir, and of old Douglas Muir, with the Pertinents thereof; as also the Advocation, Donation, and Right of Patronage of the Chaplainry of Whitefield, with all the Lands, Mansion Houses, Buildings, Yards, Teinds, annual Rent, Profits, Casualties, Privileges, and Duties pertaining and belonging or which were known to pertain or belong to the said Chaplainry of Whitefield, and Right of Patronage thereof; as also all and singular the Lands of Muirhouse, with Houses, Biggings, Tofts, Crofts, Parts, and Pendicles thereof, excepting that Portion of the said Lands of Muirhouse which was given off from the said entailed Estate in Excambion, and is now held by the said William Fullarton Lindsay Carnegie in Fee Simple; as also all and singular the Lands of Burnside, with Houses, Buildings, Parts, Pendicles, and Pertinents thereof, lying within the Sheriffdom of Forfar, and sometime within the Barony of Redcastle; as also all and whole the Lands called the Mains of Leys, with the Manor Place, Yards, Orchards, Houses, Buildings, Muirs, Marshes, Privileges, and Pertinents thereof, Miln, Miln Lands, Multures, and Sequels of the same, used and wont; as also all and whole the Lands of Little Garden otherwise called Easter and Wester Borders, with the Annexes, Connexes, Houses, Buildings, Mosses, Muirs, Marshes, Privileges, and Pertinents thereof whatever, together with the Advocation, Donation, and Right of Patronage of the Altarage and Chaplainry belonging to the said Lands, situated within the Church of Innerkeillor, and lying within the Sheriffdom of Forfar aforesaid; as also all and whole that Part of the East and West Muir commonly called the Firth of Aberbrothock, with the Arable Lands, Houses, Buildings, Outsets, Yards, Orchards, and whole Pertinents thereof, lying within the Bounds after mentioned; which Lands foresaid, being Part of the Muir, were made Arable, and belonged in Feu Farm to the deceased James Hamilton of Kilbrackmont, as Son and Heir of the also deceased James Hamilton of Long Hermistoun, and which Parts of the Muir lie contiguous and next to the Lands called the Grange of Conan, and are bounded and limited by the Meeths, Bounds, and Marches particularly specified in the Title Deeds thereof, lying in the Parish of Saint Vigeans and Sheriffdom of Forfar foresaid, all united with certain other Lands into one whole and free Barony called the Barony of Boysack; as also the Mains of Kimblethmont, otherwise named the Lands of Kinblethmont, and Pertinents of the same, lying within the Parish of Innerkeillor and Sheriffdom of Forfar foresaid; and also all and singular these Parts and Portions of the Lands of Lawton called Fallhills and Muiralehouse, as the same are divided from the rest of the said Lands of Lawton by March Stones placed betwixt them, with the Pertinents thereof, lying within the Barony of Kinblethmont, Parish of Inverkeillor, and Sheriffdom of Forfar foresaid; but excepting that Part of the Lands and others above described which is bounded on the West by the public Road leading from Chapelton to Abroath, and on the North by the public Road leading from Chapelton to Inverkeillor, which excepted Portion lies within the Angle formed by these Two Roads, and includes, among other Subjects, the Mansion House and Lawn of Kinblethmont, the West Farm of Kinblethmont, as presently possessed by Mr. Rennie, and the East Farm of Kinblethmont, as presently in the Proprietor's Occupancy.

Rob. Croll.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.