ANNO PRIMO

# VICTORIÆ REGINÆ.

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had or could pretend to the Lands therein and after mentioned, by Contract of Marriage or otherwise, and the said *Anne* Lady *Balmerino*, with Advice and Consent of her said Husband, and he as taking Burden on him for her, whereby the said *John* Lord *Balmerino*, with Consent of his said Spouse, and they both with one Consent and taking Burden as aforesaid, sold, annalzied, and disponed to and in favour of *Agnes Nairne*, Relict of *William Blair* of *Tarsappie*, in Liferent, during all the Days of her Lifetime, and to and in favour of *Alexander Nairn*, eldest lawful Son to umquhill Mr. *Alexander Nairn* of *Greenyeards*, Advocate, Brother German to the said *Agnes Nairne*, in Fee, and to the Heirs Male lawfully to be procreate of his Body; which failing, to *John Nairn*, Second lawful Son to the said umquhill Mr. *Alexander Nairn*, and the Heirs Male lawfully to be procreate of his Body; which failing, to Mr. *Robert Nairn*, youngest lawful Son to the said umquhill Mr. *Alexander Nairn*, and the Heirs Male lawfully to be procreate of his Body; which failing, to and in favour of *John Ogilvie* of *Muirtown*, and the Heirs Male lawfully procreate or to be procreate of his Body; which failing, to *James Nairn*, Merchant, and late Baillie of *Edinburgh*, and the Heirs Male lawfully procreate or to be procreate of his Body; which failing, to *John Nairne*, Brewer in *Canongate*, and late Baillie of *Dalkeith*, and the Heirs Male lawfully procreate or to be procreate of his Body; which all failing, to the said *Agnes Nairne*, her nearest Heirs and Assignees whatsoever, heritably and irredeemably; all and haill the Lands and Barony of *Drumkilbo*, comprehending the Lands and Mains of *Drumkilbo*, the Lands of *Hill*, with the Pertinents, and all and haill the Lands of *Upper* and *Nether Logie Meigle*, with the Mill thereof, Mill Lands, Aqueducts, Multures, and Sequels of the same, lying on the South Side of the Water of *Dean*, with the Fishing in the said Water, Toures, Fortalice, Manour Place, Houses, Biggings, Yards, Orchards, Mills, Mill Lands, Multures, Sequels, Woods, Fishings, Muirs, Marshes, Meadows, Common Parts, Pendicles, Annexis, Connexis, Dependencies, Tofts, Crofts, Tenants, Tenandries, and Service of Free Tenants, Outsetts, Insetts of all and haill the foresaid Lands and others above written, with the Pertinents, all lying within the Barony of *Mayle* and Parochin thereof, in the Sheriffdom of *Perth*, and new erect, create, and incorporate in an haill and free Barony called the Barony of *Drumkilbo*, lying within the said Sheriffdom of *Perth*, together with the Commonty of all and haill the Lands of *Whitehills*, *Greenmyre*, and *Pilmoir*, lying as aforesaid, together with the Teind Sheaves and Parsonage Teinds of the said Lands and Barony of *Drumkilbo*, as also to and in favours of the said *Agnes Nairne* in Liferent during all the Days of her Lifetime, and to and in favours of the said *Alexander Nairn*, eldest lawful Son to the said deceased Mr. *Alexander Nairn*, in Fee, and to the Heirs Male lawfully to be procreate of his Body; which failing, to the said *John Nairn*, Second lawful Son to the said umquhill Mr. *Alexander Nairn*, and the Heirs Male lawfully to be procreate of his Body; which failing, to Mr. *Robert Nairn*, youngest lawful Son to the said umquhill Mr. *Alexander Nairn*, and the Heirs Male lawfully to be procreate of his Body; which failing, to and in favours of the said *James Nairn*, Merchant, and late Baillie of *Edinburgh*, and

and the Heirs Male lawfully procreate or to be procreate of his Body; which failing, to the said *John Ogilvie* of *Muirtown*, and the Heirs Male lawfully procreate or to be procreate of his Body; which failing, to the said *John Nairn*, Brewer in *Canongate*, and the Heirs Male lawfully procreate or to be procreate of his Body; which all failing, to the said *Agnes Nairne*, her own nearest Heirs and Assignees whatsomever, heritably and irredeemably, as said is, all and haill the Lands of *Castletown* and *Inglistown*, with Houses, Biggings, Yards, Tofts, Crofts, Outsetts, Insetts, Annexis, Connexis, Parts, Pendicles, and Pertinents belonging thereto, together with the new Mill of *Eassie*, Mill Lands, and Pertinents thereof, which are proper Parts and Pendicles of the said Lands and Barony of *Eassie*, lying within the Sheriffdom of *Forfar*, together with the astricted Multures of the Lands of *Nevòy* of all Corns growing on the foresaid Lands and brought to the said Mill, (namely,) an Peck for every Boll of the said Corns, as also with all Duties and Services used and wont for repairing and upholding the said Mill, together with the Teind Sheaves and other Teinds, both great and small, Parsonage and Vicarage, of the said Lands of *Castletown*, *Inglistown*, and Mill of *Eassie*, as for the principal; and all and haill the Lands and Barony of *Auchterhouse*, with the Castles, Towers, Fortalices, Manor Places, Mills, Multures, Woods, Fishings, Tenants, Tenandries, and Service of Free Tenants, Parts, Pendicles, and Pertinents of the same, with all and sundry other Pendicles underwritten, (*videlicet*,) *Haltoun* of *Auchterhouse*, Water Land of *Eastfield* of *Boltone*, Mill of *Auchterhouse*, the Lands of *Burnhead*, the Dominical Lands of *Auchterhouse*, the Lands of *Bonnytoun*, with all Houses, Biggings, Tofts, Crofts, and Pertinents of the same, which are proper Parts and Pendicles of the said Lands and Barony of *Auchterhouse*, lying within the said Sheriffdom of *Forfar*, and that in special Warrandice and Security of the foresaid Lands of *Castleton* and *Ingliston*, and of the said new Mill of *Eassie*, with the Pertinents, principally disponed, as said is, as the same Lands, both Principal and Warrandice, were disponed by the deceased Earls of *Rothes* and *Kinghorn* to umquhill *James* Lord *Coupar*; and for farther Security of the said Lands of *Castletoun* and *Inglistoun*, with the new Mill of *Eassie*, Mill Lands, and Pertinents, all and haill the Lordship and Barony of *Coupar*, comprehending therein the full, ample, and free Burgh of Barony of *Coupar*, with all Ways, Passages, and Privileges thereof used and wont, with Houses, Biggings, Tofts, Crofts, Outsetts, Parts, Pendicles, Privileges, and Immunities thereof; as also all and sundry the Lands of *Campsie*, *Woolfhill*, *Brunthill*, *Souterhouse*, with the Boat and Fishing called the *Beattie* Fishings; the Beat Shiell and Aikers in *Calsayend*, with the Pertinents; the Lands of *Coatward*, with the Pertinents; the Lands of with the Corn and Waulk Mills thereof, and Pertinents; the Lands of *Hemphill*, with the Pertinents, the Lands of *Balgisho*, with the Aikers and Quarrie Lands and Pertinents; the Lands of *Cowbyre*, with the Pertinents; the Lands of *Calsayend*, *Gallowaikers*, *New Calsay*, *Beatshiell*, and *Gallowrug*, with the Pertinents; the Lands of *Denhead*; *Easter* and *Wester*, with the Pertinents; the Lands of *Auchterhouse*, the Lands of *Balgrogies*, *Easter Balgrogie*, *Wester Balgrogie*, and *Over Balgrogie*, with the Pertinents; the Lands of *Crowneme*; the

Lands

Lands of *Balmiln* and *Innerarity*, with the Pertinents; the Lands of *Coupar Grange*, with the Pertinents, and *Milnhorn*, with the Pertinents; the Lands of *Grange* of *Aberlock*, *Blacklaw*, *Cottyards*, and *Polcaich*, with the Pertinents; the Lands of *Chapeltown*, *Muirtounes*, *Tilliefegens*, *Easter Drimmie*, *Middle Drimmie*, *Wester Drimmie*, and *Perbeis*, with the Pertinents; the Lands of *Dalleis*, *Ledcassie*, *Marchhill*, and *Drumfald*, *Talloch*, and *Innervick*, with the Pertinents; the Lands of *Gleneilay*, with the Pertinents; the Lands of *Blackslane* and *Linereich*, with the Pertinents; the Lands called *Grange* of *Arly;* the Lands of *Mill Hill* in *Marr Albech* and *Invereighty*, with the Pertinents; the Lands of *Kerse Grange*, *Bogmiln*, with the Miln Lands, Multures, and Pertinents of the same; the *Water Butts Grange*, *Bridrig*, and Pertinents, Yards, Orchards, and Inclosures; *Muirhouse* and *Westhorn*, with the Pertinents; ane yearly Annuity of Thirty-three Shillings and Four Pennies; payable yearly out of the Lands of *Fotherans*, with an yearly Annuity of Twenty Shillings yearly payable out of the Lands of *Brone;* ane yearly Annual Rent payable yearly forth of the Lands of *Windwig;* an yearly Annual Rent of Ten Pounds yearly, payable yearly out of that great Lodging lying at the Cross in the Burgh of *Perth* belonging to *Andrew Coupar;* an yearly Annuity of Six Pounds payable yearly out of the Lands of *William Marshall* lying within the Burgh of *Perth;* an yearly Annuity of Four Pound Six Shillings and Eight Pennies, yearly payable out of the Lodging commonly called the *Spey Lodging*, within the Burgh of *Perth;* ane yearly Annual Rent of Ten Shilling yearly payable out of the Lands of *Kirschyremill*, lying within the said Burgh of *Perth;* ane yearly Annuity of Ten Shilling yearly payable out of the Lands belonging to *Patrick Rae* lying within the said Burgh of *Perth;* ane yearly Annual Rent of Twenty Shilling payable yearly out of the *Blairland* lying within the said Burgh of *Perth;* an yearly Annual Rent of Sixteen Shilling Eight Pennies yearly payable out of the Lands of *Monypenny* lying within the said Burgh of *Perth;* ane yearly Annual Rent of Sixteen Shilling and Eight Pennies payable out of the Lands of *Clearland* lying within the Liberties of the said Burgh; ane yearly Annuity of Forty Shilling payable yearly out of the Lands of *Todisland* lying within the said Burgh of *Perth;* an yearly Annuity of Two Shilling Six Pennies yearly payable out of the Lands belonging to *Thomas Dowgall* lying within the said Burgh; an yearly Annuity of Three Pounds Six Shilling Eight Pennies, upliftable yearly furth of the Lands belonging to *Alexander Wedderburn* lying within the Burgh of *Dundee;* an yearly Annuity of Twenty-five Shilling, upliftable furth of the Lands of lying within the said Burgh of *Dundee;* an yearly Annual Rent of Twenty-eight Shilling, payable yearly out of the Lands belonging to Mr. *John Lovell* lying within the said Burgh of *Dundee;* ane yearly Annual Rent payable out of the Lands belonging to *Cockburn*, lying within the said Burgh of *Dundee*, being Ten Shilling; and all and sundry Howses, Biggings, Yards, Tofts, Crofts, Outsetts, Annexis, Connexis, Dependencies, Milns, Woods, Fishings, Parks, Meadows, Forests, Dovecots, Coal Heughs, Parts, Pendicles, Tenants, Tenandries, and Service of Free Tenants of all and sundry the said Lands and Barony above written, with the Pertinents,

Pertinents, all lying within the Sheriffdoms of *Perth*, *Forfar*, *Aberdeen*; and all and sundry whatsomever other Lands, Lordships, and Baronies, yearly Annual Rents, Mills, Woods, Fishings, Coals, Coal Heughs, and others whatsomever, which formerly belonged to the said Lordship of *Coupar*, wheresoever the same lye within this Kingdom; as also all and haill the Monastery and Abbacy of *Coupar*, with the haill Houses, Biggings, Yards, Orchards, Dovecots, Parks, Meadows, Forests, and others, lying within the Precinct of said Monastery and Bounds thereof, with all their Parts, Pendicles, and Pertinents whatsomever, together with all and sundry Teind Sheaves and other Teinds, Fruits, Rents, Emoluments, and Duties whatsomever of the Kirks and Parishes of *Bindoquhy*, *Airly*, *Mathie*, *Glenylay*, and *Fosoquhy*, as well Parsonage as Vicarage thereof, with all Profits and Emoluments of the same, all formerly erected and united in an haill free and temporal Lordship and Barony called the Lordship and Barony of *Coupar*, and that in further special and real Warrandice of the said Lands of *Castleton* and *Ingliston*, with the new Mill of *Eassie*, Miln Lands and Pertinents thereof, and the foresaid Lands and Barony of *Auchterhouse*, which were disponed in Warrandice thereof to the said *Agnes* and *Alexander Nairnes*, and the Heirs of Tailzie above mentioned of the said Lands of *Castleton* and *Ingliston*, and of the said new Miln of *Eassie* and Miln Lands thereof, with the Pertinents, and of the Teinds, great and small, Parsonage and Vicarage thereof, and of the Parsonage Teinds of the said Lands of *Drumkilbo* and *Logie Meigle*, at least of the free Teinds thereof, unexhausted by the Minister's Stipend of *Mayle* after specified, principally disponed to them in manner foresaid; sua that in case it shall happen the said Lands of *Castletoun*, *Inglestoun*, and new Mill of *Essie* hereby principally disponed, as said is, and the foresaid Lands and Barony of *Auchterhouse*, disponed to the said umquhill *James* Lord *Coupar* in Warrandice thereof, to be evicted in haill or in part frae the said *Agnes* and *Alexander Nairnes*, and the Heirs of Tailzie therein and above mentioned, at the Instance of whatsoever Person or Persons, or that they be anyways troubled or distressed in the peaceable bruiking or joying or intromitting with the Maills and Duties thereof, or Tiends of the same, then and in that Case the said *Agnes* and *Alexander Nairnes*, and the Heirs of Tailzie foresaid, immediately thereafter shall have full and free Regress, Ingress, and Access in and to the said Lands, Lordship, and Barony of *Coupar*, and Pertinents thereof, specially and generally above expressed, and to the intromitting with and uplifting of the Feu Duties, Maills, Farms, Kains, Customs and Casualties, Profits and Duties thereof, at least of sua meikle of the said Lands and Barony as will effeir and correspond to the said Eviction and Distress, ay and while they be sufficiently reponed and restored to said Lands of *Ingliston*, *Castleton*, and Mill of *Eassie*, and to the Teinds of the said Lands, Parsonage and Vicarage, and Parsonage Teinds of the said Lands of *Drumkilbo* and *Logie Meigle* principally disponed, as said is, together with the haill Isles, Rooms, and Desks in the Churches and Burial Places in the Churches and Churchyards of *Meigle* and *Eassie*, belonging to the said Lands principally disponed as said is, together with all Right, Title, Interest, Claim of

Right, Property, and Possession whatsomever which the said Lord *Balmerino*'s Predecessors and Authors, Heirs and Successors, had or anyways might have, claim, or pretend thereto, to the Lands, Barony, and others above disponed, or Maills and Duties thereof, or Teinds of the same, by whatsomever manner of way in Time coming, but always with and under the Conditions, Provisions, Burdens, Reservations, and Restrictions, Limitations, Clauses irritant and resolutive, therein contained, and such as are usual in Settlements of strict Entail by the Law of *Scotland:* And whereas the said *Agnes Nairne* and *Alexander Nairne*, in virtue of the Procuratory of Resignation contained in the foresaid Deed of Entail, obtained a Charter of Resignation from the Crown in Terms of the said Disposition and Deed of Entail, which is dated the Fourteenth *December* Seventeen hundred and five, and in virtue of said Charter the said *Alexander Nairne* was infeft and seised in the said Lands, conform to Instrument of Sasine in his Favour dated the Fifteenth Day of *February*, and recorded in the General Register of Sasines at *Edinburgh* the Twenty-second Day of *March*, both in the Year Seventeen hundred and six: And whereas the said *Alexander Nairne* having died, he was succeeded in the said entailed Estate by his Grandson *Robert Nairne*, conform to the Retour of the special Service of the said *Robert Nairne*, as nearest lawful Heir Male and of Tailzie and Provision to his said Grandfather, expede before the Macers of the Court of Session upon the Twenty-eighth Day of *April* Seventeen hundred and forty-two, and was heritably infeft and seised therein conform to Precept from Chancery in his Favour dated the Fifth Day of *May* Seventeen hundred and forty-two, and Instrument of Sasine following thereupon in his Favour, dated the Tenth Day of *May*, and registered in the General Register of Sasines at *Edinburgh* the Ninth Day of *June*, both in the Year Seventeen hundred and forty-two: And whereas the said *Robert Nairne* having died without Issue, he was succeeded in the foresaid entailed Estate by *David Nairne* his Uncle, who made up Titles to the said Estate by serving himself nearest and lawful Heir Male and of Tailzie and Provision to the said *Robert Nairne*, conform to the Retour of his special Service expede before the Macers of the Court of Session upon the Twelfth Day of *August* Seventeen hundred and forty-seven, and was heritably infeft and seised therein conform to Precept from Chancery in his Favour dated the Fourteenth Day of *August*, and Instrument of Sasine following thereupon in his Favour, dated the Twentieth Day of *August*, and registered in the General Register of Sasines at *Edinburgh* the Eighteenth Day of *September*, all in the said Year Seventeen hundred and forty-seven: And whereas the said *David Nairne* having died, he was succeeded in the said entailed Estate by his Son *Alexander Nairne*, who made up Titles thereto, by serving himself nearest and lawful Heir Male and of Tailzie and Provision to his said Father, conform to Retour of his special Service expede before the Macers of the Court of Session upon the Twenty-ninth Day of *August* Seventeen hundred and sixty-four, and was heritably infeft and seised therein conform to Precept from Chancery in his Favour dated the First Day of *October*,

*tober*, and Instrument of Sasine following thereupon in his Favour dated the Fifth Day of *November*, and registered in the General Register of Sasines at *Edinburgh* the Twelfth Day of *December*, all in the said Year Seventeen hundred and sixty-four: And whereas the said *Alexander Nairne* having died, he was succeeded in the said entailed Estate by *David Nairne* his only Son, conform to Retour of the special Service of the said *David Nairne*, as Heir Male and of Tailzie and Provision to his said Father, expede before the Macers of the Court of Session upon the Eighteenth Day of *June* Eighteen hundred and twenty-one, Precept from Chancery for infefting the said *David Nairne* in the said Entailed Estate, dated the Fifteenth Day of *September* Eighteen hundred and twenty-one, and Instrument of Sasine following thereon in his Favour dated the Twenty-seventh Day of *October*, and registered in the General Register of Sasines at *Edinburgh* the Third Day of *November*, Eighteen hundred and twenty-one: And whereas the said *Alexander Nairne*, the Father of the said *David Nairne*, now in possession of the said entailed Lands and Estate, and the said *David Nairne*, have, during their Possession respectively of the said Estate, expended large Sums of Money upon the Improvement and Amelioration thereof, and in erecting Farm Houses and Offices, or making Allowances to Tenants for the Erection of the same, and in planting, draining, and inclosing the said Lands, and making Roads throughout the same, and otherwise in the Improvement of the said Estate, amounting to the Sum of Twenty thousand five hundred and fifty-seven Pounds Fourteen Shillings and Two-pence, as set forth in the Schedule (E.) hereunto annexed, whereby they contracted Debts to the Amount of Nineteen thousand three hundred and seventy-three Pounds Fifteen Shillings and Eight-pence, as set forth in Schedule (A.) hereunto annexed: And whereas, inasmuch as during the Lifetime of the said *Alexander Nairne*, the Father of the said *David Nairne*, now in possession of the said Lands and Estate, and of the said *David Nairne*, there was known to exist no Heir of Entail of the said Estate other than the said *David Nairne*, the said *Alexander Nairne*'s only Son, and there is now known to exist no Heir of Entail of the said Estate other than the said *David Nairne*, neither the said *Alexander Nairne* nor the said *David Nairne* his Son could or can comply with the Requisites of the Act passed in the Tenth Year of the Reign of His Majesty *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*, whereby, in order to render Three Fourth Parts of such Outlays as aforesaid Burdens upon the Entailed Estate and the future Heirs, to the Effect therein set forth, it is requisite that Notice of such Improvement should be given to the Heir of Entail next entitled to succeed after the Heirs of the Body of the Proprietor intending to improve, and the whole Expences of such Improvements have consequently fallen upon the said *Alexander Nairne* and *David Nairne*, who represented his Father, and who can obtain no Relief through the said recited Act therefrom: And whereas the free Rental of the said Estate amounted, at the

10. G. 3. c. 51.

the Date of the Accession thereto of the said *Alexander Nairne*, to not more than Six hundred and twenty-two Pounds Sixteen Shillings, and now by reason of the said Improvements amounts to more than Two thousand Pounds, as appears by Schedule (B.) hereunto annexed, and there are Woods growing on the said Estate amounting in Value to Three thousand Pounds at the least: And whereas there is no suitable Mansion House on the said Estate, and the said *David Nairne*, the Proprietor now in possession, is desirous of building one, and of executing other Improvements, upon being allowed the Proportion of Expences which by the said Act Heirs of Entail building Mansion Houses are entitled to make a Burden upon Entailed Estates; but the said *David Nairne* cannot do so under the Provisions of the said recited Act, inasmuch as no Heir of Entail is known to exist to whom Notice of such Purpose may be given: And whereas, under the Authority of an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act for making and maintaining a Railway from* Newtyle *to the Muir of* Eassie, *and from thence to the Muir of* Glammis, *in the County of* Forfar, a public Railway is now in the course of being formed between *Newtyle* and *Glammis*, passing through the said Entailed Lands and Estate, and Portions of the said entailed Lands and Estate which lie next adjacent to the said Railway might be feued to the great Advantage of the said *David Nairne* and of those who may succeed him in the said Lands and Estate: And whereas the Heirs of Entail, if any should hereafter exist, will derive great Benefit from the Expenditure by the said *Alexander Nairne* and *David Nairne*, and by the further Expenditure contemplated by the said *David Nairne* in building a Mansion House and making other Improvements as aforesaid, and it is just and equitable that the said *David Nairne* should be relieved of a Part of the said Expenditure, and Part of the said Estates should be rendered liable for, and be sold and applied in Payment thereof; but as such Relief cannot be had, nor can the said Portion of the said Lands and Estate next adjacent to the said Railway be feued but through 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 the Lands and Farm called *Ingliston* and *Ingliston Myres*, and the *Castleton Myres* and *Leasing Hill*, and the Lands and Farm of *Castleton*, and the *New Mill*, and *Cummerton Pendicles*, and the Lands of *Nether Logie*, all as set forth in the Schedule (C.) hereunto annexed, being Parts of the said Lands and Estates contained in the said Deed of Entail herein-before recited, shall, from and after the passing of this Act, be vested in and the same are hereby and from thenceforth settled upon and vested in *James Ivory* Esquire, Advocate, Sheriff of the County of *Bute*, *Christopher Kerr* Esquire, Town Clerk of *Dundee*, and *Alexander David Fraser* Esquire, Writer to the Signet, and their Successors in Office, to be appointed by virtue of this Act, and the Survivors and Survivor of them, and the Heirs of such Survivor, freed and discharged of and from all and

5 & 6 W. 4. c. 92.

Lands of Ingliston, Castleton, and others vested in Trustees for Sale.

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 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 *James Ivory*, *Christopher Kerr*, and *Alexander David Fraser*, and their Successors, and the Survivors or Survivor of them, or the Heirs of such Survivor, do and shall, upon a Requisition to that Effect made upon them by the said *David Nairne*, and failing such Requisition by the Death of the said *David Nairne*, then, at their own Discretion, and as if the Matter were their own, sell and dispose of the said Lands contained in the said Schedule (C.) hereunto annexed, or such Part or Parts thereof as the said *David Nairne* shall require, or failing him as the said Trustees may think fit, and that either in One or more Lots or Parcels, and by public Sale and Auction or private Bargain, 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 advantageous, previous to such Sale, and that Notice also of any Adjournment of such Sale or Sales shall be in like Manner published once a Week at least for One Month previous to such adjourned Sale in the aforesaid Newspapers.

Price of Lands sold to be paid into Bank.

II. And be it enacted, That when such Sale or Sales shall be effected the Money arising by such Sale 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 in *Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in the Names of the said Trustees or 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 to bear Interest and added to the Principal Sum, until the same shall be disposed of as after mentioned; and upon the said Price or Prices, and Interest thereon, being lodged as aforesaid, the said Trustees and their foresaids shall be bound to execute and deliver to the said Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands purchased, freed of all the Fetters of the said Entail, and of all Incumbrances whatever, and containing all usual and necessary Clauses requisite for vesting the Lands so purchased in the Purchaser or Purchasers thereof in Fee Simple; and the Receipt of the Treasurer or other proper Officer of the Bank of *Scotland*, or Royal Bank of *Scotland*, or *British* Linen Company, or Commercial Bank of *Scotland*, or National Bank of *Scotland* aforesaid, 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, and Successors whatsoever, and from thenceforth such Purchaser or Purchasers, his, her, or their Heirs, Executors, and Successors, shall be and are hereby absolutely acquitted and discharged of the said Price,

and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Non-application of any Part of the same.

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

III. And be it enacted, That in case it shall appear expedient to the said *David Nairne*, or to the Heir of Entail in possession of the said Lands and Estate for the Time, or his or her Tutor or other Administrator, to raise Money for the Purposes of this Act by borrowing Money on Heritable Security over the said Lands vested in the said Trustees, instead of immediately selling or exposing the same for Sale, it shall and may be lawful for the said Trustees or their foresaids, and they are hereby authorized, to borrow and take up in Loan upon the Security of the said Lands described in the said Schedule (C.), at such Rate of Interest as may be agreed on, any Sum or Sums of Money which may be necessary for the Purposes aforesaid, not exceeding the Sum of Fifteen thousand four hundred and eighteen Pounds, being Three Fourths of the Money laid out as aforesaid in the Improvement of the said Estate, besides the Amount of the Costs and Expences of applying for and obtaining this Act, and carrying the same into execution, and also Three Fourths of the Sum to be expended in the Erection of a Mansion House, Garden Walls, and other Improvements on the said Estate, as the Expence of such Mansion House and Improvements shall be ascertained and fixed in manner herein-after mentioned, and which can be obtained upon the Security of the said Lands; provided always, that the Sum or Sums so to be borrowed shall be applied in the Payment of the Expences and Debts herein-after mentioned; and it shall be lawful to the said Trustees or their foresaids, with Consent foresaid, 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 contained in the said Schedule (C.), 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, and 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 Schedule (C.) 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 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; provided

provided also, that the Trustees or their foresaids shall not by granting such Bond or Bonds incur for themselves or their Representatives any personal Responsibility for the Sums so borrowed; and upon a Sale being made of the said Lands the Price shall then be applied in liquidation of the Money borrowed, and thereafter in manner herein-after directed.

Money borrowed to be paid into Bank,

IV. And be it enacted, That the Money to arise by all or any of the 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 or 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 as herein-after mentioned; and the Receipt of the Treasurer or other proper Officer of the Bank of *Scotland*, or Royal Bank of *Scotland*, or *British* Linen Company, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in which such Money shall have been deposited as aforesaid, shall be a full and complete Receipt to such Lender or Lenders for the Sum or Sums therein specified, and relieve him or them of all Responsibility.

and to be applied in Payment of Expences and Debts.

V. And be it enacted, That the said Trustees or their foresaids shall apply the Money which shall arise from such Sale or Sales, or such Loan or Loans, and the Interest which may be accumulated thereon as aforesaid, in the first place, to pay off and discharge the Costs and Expences of applying for and obtaining this Act and carrying the same into execution; and, in the next place, to pay off and discharge the Debts owing by the said *David Nairne* as aforesaid, such Debts of the said *David Nairne* not exceeding in all the Sum of Fifteen thousand four hundred and eighteen Pounds, being Three Fourth Parts of the Sum of Twenty thousand five hundred and fifty-seven Pounds Fourteen Shillings and Two-pence laid out as aforesaid, so far as the same will extend for that Purpose; and, in the next place, for Payment of Three Fourth Parts of whatever Sum shall be expended by the said *David Nairne* or the Person succeeding him in the said entailed Estate, whether such Person so succeed as Heir of Entail or through the Act of the said *David Nairne*, as if he were a Fee Simple Proprietor through Failure of Heirs of Entail, in the Erection of a Mansion House, Garden Wall, or other Improvements which might under the said Act passed in the Tenth Year of the Reign of His late Majesty *George* the Third be created a Burden to the Extent of such Three Fourth Parts; and the Person or Persons to whom the aforesaid Debts shall be paid shall be bound to execute valid Discharges to the Heirs of Entail succeeding to the said Estates, releasing them and the said Estates from such and so much of the Money as they shall so receive Payment of from the said Trustees.

Previous to Payment

VI. And be it enacted, That previous to the Payment of the said Sum of Fifteen thousand four hundred and eighteen Pounds, being

this Act to be recorded as directed by recited Act.

being Three Fourth Parts of the Sum of Twenty thousand five hundred and fifty-seven Pounds Fourteen Shillings and Two-pence already laid out upon Improvements or otherwise upon the said Estate in manner herein-before mentioned, and which have not been recorded in Terms of the said recited Act of the Tenth Year of the Reign of His Majesty King *George* the Third, the said *David Nairne*, his Executors or Administrators, shall, and he or they is or are hereby required to record this Act in the Register directed to be kept under the said last-recited Act; and when this Act is so recorded the Right of the said *David Nairne*, or those in his Place, to Payment of the said Sum of Fifteen thousand four hundred and eighteen Pounds, as a preferable Burden on the said Entailed Estates, shall and is hereby directed to be as valid and effectual, to all Intents and Purposes, as if the Expenditure had been recorded in manner directed by the said last-recited Act; and previous to the Payment of Three Fourth Parts of the Expenditure to be made for a Mansion House, Garden Walls, or other Improvements, the Accounts of such Expenditure and the Vouchers thereof shall be lodged with the Sheriff Clerk of the County in which the Lands on which such Improvements shall be made are situated, as directed by the said Act, and the Amount thereof shall be ascertained by Decree of the Court of Session in manner directed by the said Act, but no Intimation to other Heirs of Entail shall be requisite.

Heirs of Entail to be Debtors for Money permitted to be borrowed.

VII. And be it enacted, That if the said *David Nairne* shall happen to die before borrowing the Money hereby permitted to be borrowed, or any Part thereof, the Heirs of Entail succeeding to him (if there shall be any such Heirs) shall be Debtors to the Executors, Trustees, or other Representatives of the said *David Nairne* for such Sum of Money as the said Trustees are hereby permitted to borrow but may not have borrowed, and shall be obliged to pay the same, with Interest from the Death of the said *David Nairne*, to his Executors, Trustees, or other Representatives, such succeeding Heirs having Power to burden and charge the said Estate in manner herein-before provided.

Surplus of Price to be invested in the Purchase of other Lands to be entailed.

VIII. And be it enacted, That in case any Surplus shall remain of the Price or Prices of the said Lands contained in the said Schedule marked (C.), or the Interest of the said Price or Prices, after carrying all the Purposes of this Act into execution, the said Trustees or their foresaids may and shall, after Intimation to the Heir of Entail or other Heir in possession for the Time of the foresaid entailed Estate, lay out and employ such Money or Surplus in the Purchase of other Lands contiguous to or convenient for the said entailed Estate, at such fair and just Price as ought to be given for the same, after the Price so to be given shall have been approved 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 in One of its Divisions, 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 contained in said Schedule (C.) hereunto annexed, or of the

the Lands which may be obtained in excambion for the said Lands contained in the said Schedule (C.) in virtue of the Powers of excambion herein-after conferred, and which may remain unsold as aforesaid, to the same Series of Heirs of Entail, for the same Uses and Purposes, and under the like prohibitory, irritant, and resolutive Clauses as the said Estate by the Deed of Entail herein-before recited now stands limited and settled; and the Disposition and Conveyance thereof to be executed 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 or their foresaids shall, immediately after the Execution of such Conveyance, cause the same to be recorded in the Register of Tailzies for the Benefit of all and every Person or Persons interested therein, and Infeftment to be taken thereon; and in the meantime, and until the Money shall be so applied, the said Court of Session in One of its Divisions shall order and direct that the same shall remain in the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company in *Scotland*, or the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, subject to the Direction of the said Court in either of its Divisions, in Name of the said Trustees or their foresaids, or otherwise as they may direct, 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 found to be limited in the Manner herein-before directed, and until upon a Petition to be presented to the said Courts in either of the Divisions thereof, in a summary Way, by the said Trustees or their foresaids, with the Concurrence of the Heir of Entail in possession of the said entailed Estate for the Time being, the Money shall be ordered to be paid by the Treasurer or other proper Officer of the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company in *Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, for completing the said Purchase, in such Manner as the said Court in either of its Divisions shall direct.

Trustees may apply for Exoneration.

IX. And be it enacted, That after having carried the whole Purposes of this Act into effect 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, 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 to declare him or them quit and discharged thereof for ever.

Power of Appointment of new Trustees.

X. And be it enacted, That if the said *James Ivory*, *Christopher Kerr*, and *Alexander David Fraser*, or any of them, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully

fully performed and executed, then and in any of these Cases, and when and so 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 the Application of the said Trustees or any of them, or their respective Heirs or Representatives, and in case of the Failure of the whole Trustees without substituting others in their Room, then upon the Application of the said *David Nairne*, or of the Heir of Entail in Possession for the Time being, or his Representatives or Representative, to appoint and elect 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, all and whole the said Lands and others described in the said Schedule (C.) hereunto annexed, and hereby vested in the said *James Ivory*, *Christopher Kerr*, and *Alexander David Fraser*, in Trust as aforesaid, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustees, as the Case may require, and the Survivors or Survivor of them, and the Heirs 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 Decree of the said Court of Session appointing new Trustees, and vesting in them the said Lands and Estates as aforesaid, shall be registered in the General Register of Sasines kept at *Edinburgh*.

Quorum of Trustees.

XI. And be it enacted, That the Majority of the Trustees above named, or such other or others as may be elected in their Room and Stead as above mentioned, while more than Two survive or continue, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution, and any One of them who only shall survive or continue shall at all Times have full Power to act by himself alone, until the Appointment of a new Trustee or Trustees in manner before mentioned.

Trustees may appoint Factors.

XII. And be it enacted, That it shall and may be in the Power of and lawful for the Majority of the Trustees above named for the Time, or of such other or others to be appointed and chosen in their Room or Stead in manner herein mentioned, to nominate and appoint Factors, Stewards, Receivers, and Agents for carrying the Purposes of this Act into execution, taking sufficient Security from such Factor, Steward, or Receiver for the faithful Execution of his Office, before he or they be allowed to enter upon the Exercise thereof.

Not to be chargeable with Omissions, &c.

XIII. Provided always, and be it enacted, That the said Trustees or their foresaids shall not be charged or chargeable with or accountable

accountable for Omissions, or any more Money than they shall actually respectively 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 or other of them, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and that they and 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 he or they shall respectively incur or be put to in the Exercise or Performance of the Trust hereby reposed in him or them, or in any Manner in relation thereto.

Trustees may let Lands unsold.

XIV. And be it enacted, That from and after the passing of this Act it shall and may be lawful to the said Trustees or their foresaids, so long as the Lands contained in the said Schedule (C.) hereunto annexed shall remain unsold, from Time to Time to let the same or any Part or Parts thereof, with the Consent and Approbation of the Heir in possession of the said Entailed Estate for the Time, or his or her Administrator aforesaid, upon a Lease or Leases for such Term of Years, for such Rent or Rents and upon such Conditions as to the Trustees, with Consent foresaid, shall seem reasonable.

Accumulations of such Surplus, how to be paid.

XV. And be it enacted, That when a Sum equal to the Amount of the Surplus directed to be paid into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company in *Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, shall be reinvested in the Purchase of new Estates, then and in that Case the Sum of Accumulations which shall remain after discharging the Expence of Applications to the Court shall be paid to the said *David Nairne*, or his Heirs and Representatives.

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

XVI. Provided also, and be it enacted by the Authority aforesaid, That until the Sale or Sales of the Parts and Portions of the said entailed Lands herein-before authorized to be sold shall be accomplished, and the Purchase Money shall be paid or secured as aforesaid, and be applicable to the Purpose of paying off and discharging the Debts and Incumbrances affecting or which may be made to affect the said Entailed Lands, the Receipt of the Rents shall subsist and continue with the said *David Nairne* and the Heir in possession of the said entailed Estate for the Time, provided he pays annually the Interests upon Monies borrowed under or by virtue of this Act; but in case of his neglecting or refusing to pay such Interests, then the said Trustees shall be entitled to draw the said Rents themselves, declaring that such Interests so unpaid shall not be a Charge on the said Lands, or any Part thereof, after the Death of such Heir.

Authority to feu.

XVII. And be it enacted, That it shall and may be lawful to the said *David Nairne* and his Successors in the said entailed Lands and Estate to grant and dispose, either by public Auction or private Contract, of any Part of the said Lands described in the Schedule hereunto annexed marked (D.) which are not also Part of the Lands described

described in the Schedule hereunto annexed marked (C.); and it shall and may be lawful to the said Trustees or Trustee for the Time, with Consent of the said *David Nairne*, or in case of his Death his Successor for the Time in the said entailed Lands and Estate, to grant and dispose, either by public Auction or private Contract, of any Part of the said Lands described in the said Schedule marked (D.) which are also Part of the Lands described in the said Schedule marked (C.) (so long as the said Lands shall remain unsold), in Feu Farm, Fee and Heritage, for Payment of such perpetual yearly Feu Duties, in Grain or in Money, as can be had and obtained for the same, being always the highest that can be obtained therefor for the Time being, and in no Case less than the Rent at which the Lands may have been at any previous Time let, and to grant, subscribe, and deliver to the Feuar or Feuars Charters, Contracts, or Dispositions in Feu, containing Precepts of Sasine for infefting such Feuar and Feuars in the Ground feued to them respectively, and all other usual and necessary Clauses; and all such Feu Charters, Contracts, or Dispositions so to be granted by the said *David Nairne* and his Successors, or by the said Trustees, shall be and shall be deemed and held to be legal and valid Titles in Feu and Heritage to the several Persons in whose Favour respectively the same shall be granted, and their Heirs and Disponees for ever, any Law or Practice to the contrary notwithstanding.

Feu Duty to be in Money or Grain, and no Grassum to be taken; but the Casualties may be taxed.

XVIII. Provided always, and be it enacted, That in all such Feu Charters, Contracts, or Dispositions, the full Value of the Ground thereby feued shall be stipulated to be paid in perpetual yearly Feu Duties in Money or Grain; and it shall not be lawful to the said *David Nairne* or any preceding Heir of Entail of the said Lands and Estate, or for the said Trustees or Trustee, to ask, take, or receive any Sum or Sums of Money, or other Matter, Thing, or Consideration of any Description, by way of Fine, Income, Foregift, or Grassum, but without Prejudice nevertheless to the said *David Nairne* and his Successors aforesaid, and the said Trustees or Trustee, fixing the Amount at which the Casualties falling due on the Entry of Heirs and singular Successors shall be taxed to the Lands to be feued by them respectively in all Times hereafter; and all the Feu Duties hereby authorized to be taken shall affect the Lands feued, and shall be payable at Two Terms in the Year, as shall be stipulated in the Feu Rights, under the usual Penalties and Forfeiture, according to the Law and Practice of *Scotland* in Feu Holdings.

Reserving all usual Rights and Remedies for recovering Feu Duties.

XIX. And be it enacted, That after the Execution of any such Feu Charter, Contract, or Disposition, the said *David Nairne* and his Successors respectively, and the said Trustees or Trustee for the Time being, shall have and enjoy all the Rights and Remedies for enforcing the Payment of the said Feu Duties and Casualties thereby stipulated and agreed to be paid, and all other Rights and Privileges which by the Law of *Scotland* belong and are competent to Superiors in Feu Holdings; and all and every Charter, Contract, or Disposition to be made in pusuance of this Act shall be binding upon the said *David Nairne* and all future Heirs of Entail of the said Lands and Estate

Estate (if there be any such Heirs), and all other Successors of the said *David Nairne*, and the said Trustees or Trustee, and shall be good and effectual in Law to the Feuar or Feuars to all Intents and Purposes.

Heir of Entail not to incur Irritancy.

XX. And be it enacted, That the said *David Nairne* shall not incur any Irritancy or Forfeiture for or by reason of his executing any Disposition, Bond, and Disposition in Security, Bond of Corroboration, Feu Charters, Contracts of Feu, or other Deed whatever directed or necessary to be executed under the Authority of this Act, all which Deeds he is hereby authorized and empowered to execute.

Authority to excamb.

XXI. And be it enacted, That in case the said *David Nairne* or his Successors in the said entailed Lands and Estate of *Drumkilbo*, and also the said Trustees or Trustee for the Time in whom the said Lands described in the said Schedule marked (C.) shall be vested, shall be of opinion that it would be for the Advantage of the Heirs of Entail of the said Lands and Estate to excamb any Part of the said Lands described in the said Schedule (C.) previous to the Sale thereof, for other Lands convenient for the said entailed Lands and Estate, in Terms of the said recited Act of the Tenth Year of the Reign of His Majesty King *George* the Third, or of an Act of the Sixth and Seventh Years of the Reign of His present Majesty, intituled *An Act to grant certain Powers to Heirs of Entail in* Scotland, *and to authorize the Sale of Entailed Lands for the Payment of certain Debts affecting the same*, then and in such Case the said *David Nairne*, or his Successor for the Time in the said entailed Lands and Estate, and the said Trustees, shall jointly have the same Powers and Privileges for effecting the said Excambion as the Heir of Entail in possession would have had if this Act had not been passed, any thing contained in this Act notwithstanding; and the Lands so to be acquired in exchange for Part of the Lands in the said Schedule marked (C.) shall be vested in the said Trustees or Trustee, freed and disincumbered from the Fetters of the said Entail, and held by them as in Fee Simple, the same as they previously held the exchanged Lands described in the said Schedule marked (C.), for the Purposes of this Act; and in case it shall appear to the said *David Nairne*, or the other Heir in possession of the said Estate for the Time, and to the said Trustees or Trustee for the Time, that it would be more advantageous for the Heirs in the said entailed Lands and Estate that the Lands to be acquired through such Excambion should be retained as Part of the said entailed Estate, instead of being vested in the said Trustees or Trustee in Fee Simple for the Purposes of this Act, then and in such Case it shall be lawful to the said Heir in Possession at the Time, and to the said Trustees, to enter into a Contract of Excambion for exchanging the newly acquired Lands for other Parts of the said entailed Lands and Estate more convenient for being vested in the said Trustees for the Purposes of this Act, such Excambion proceeding on a previous Valuation under the Authority of the Court of Session, in like Manner as Excambions are directed by the said recited Act of the Sixth and Seventh Years of the Reign of His present Majesty to be made, and it being first shown to the Satisfaction of the Court of Session that

6 & 7 W. 4. c. 42.

the Lands which are so to be vested in the Trustees for the Purposes of this Act are such Lands as may be sold with the least Injury to the said entailed Estate; and the Lands so to be acquired by the said Trustees or Trustee shall be vested in them freed and disincumbered from the Fetters of the said Entail, in like Manner as the other Parts of the Lands described in the said Schedule (C.); and provided it shall be shown to the Satisfaction of the Court of Session that any Part of the Lands to be acquired by any Excambion under the Authority of this Act may be feued with Advantage to the Heirs of Entail in the said entailed Lands and Estate, then the Powers hereinbefore given as to the Lands described in the said Schedule marked (D.) shall extend over such Part of the Lands so acquired.

Costs in the Court of Session to be taxed.

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

General Saving.

XXIII. 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, and to the Creditors upon the said Estate, ay and until the said Debts are paid off and discharged, and their respective Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *David Nairne*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Deed of Entail to succeed to and take the Lands and others therein contained,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Estates hereby allowed to be sold, or the Monies to accrue by the Sale thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed, in case this Act had not been made.

Act to be Evidence.

XXIV. 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.

SCHE-

## SCHEDULE (A.) to which this Act refers.

### DEBTS and OBLIGATIONS due by DAVID NAIRNE Esquire, of Drumkilbo.

| | £ | s. | d. |
|---|---|---|---|
| Amount of Debts contracted by Mr. Nairne in consequence of Sums of Money expended by his Father and himself upon the Improvement and Meliorations, and in erecting Farm Houses and Offices, and in planting, draining, inclosing Lands, &c. &c., per particular Account - - - | 19,373 | 15 | 8 |

*Alexander D. Fraser.*

## SCHEDULE (B.) to which this Act refers,

Showing the comparative Rental of the Estate of Drumkilbo for Crop 1765, the Year of the late Alexander Nairne's Succession thereto, and for Crop 1836.

### I. Rental of Crop and Year 1765.

| Farms. | Tenants Names. | Swine. | Geese. | Hens | Capons. | Hasps Yarn. | Bear, Bs. | Bear, Fs. | Meal. Bs. | Meal. Fs. | Money Rent, Sterling. £ | s. | d. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Ingliston - | Andrew Dalgairns - | - | - | - | - | - | 8 | - | 28 | - | 54 | 9 | 2 8/12 |
| Ditto - - | Alexander Wilson - | - | - | 18 | 18 | - | 12 | - | 12 | - | 10 | 8 | 8 |
| Castletown - | William Fullerton - | 1 | 12 | 12 | - | 6 | 22 | - | 22 | - | 7 | 3 | 6 8/12 |
| Ditto - - | Robert Ostler - | 1 | 12 | 12 | - | 10 | 22 | - | 22 | - | 11 | 2 | 2 8/12 |
| Ditto and New Mill | Robert Ray - | 2 | 12 | 12 | 12 | 6 | 22 | - | 22 | - | 15 | 14 | 1 4/12 |
| Nether Logie - | John Hill - | - | - | 16 | 8 | - | - | - | 8 | - | 22 | 6 | 5 10/12 |
| | John Rattray - | - | - | 2 | - | 1 | - | - | - | - | 1 | 5 | 0 |
| Logie Meigle - | David Rattray - | - | - | 12 | - | 4 | 5 | - | 10 | - | 8 | 4 | 2 |
| | William Crichton - | - | - | 15 | - | 6 | 7 | - | 14 | - | 10 | 17 | 6 |
| | James Rattray - | - | - | 24 | - | 4 | 13 | - | 13 | - | 8 | 19 | 2 |
| | Francis Anderson - | - | - | 4 | - | 1 | 1 | 3 | 1 | 3 | 1 | 16 | 8 10/12 |
| | William Meffen - | - | - | 2 | - | 1 | - | - | - | - | 1 | 10 | 2 |
| | John Tyrie - | - | - | - | - | 2 | 2 | 2 | 2 | 2 | 1 | 5 | 4 8/12 |
| | William Bruce - | - | - | 20 | - | 4 | 9 | 2 | 9 | 2 | 3 | 8 | 6 7/12 |
| | Charles Miller - | - | - | 12 | - | 4 | 6 | - | 12 | - | 9 | 14 | 2 |
| | Thomas Kid - | - | - | 3 | - | 2 | - | - | - | - | 2 | 6 | 8 |
| | Alexander and John Simsons. | - | - | 3 | - | 3 | - | - | - | - | 3 | 13 | 4 |
| | William Rae Barnman. | - | - | 2 | - | 1 | - | - | - | - | 1 | 13 | 4 |
| | John Anderson and his Son. | - | - | 3 | - | 2 | - | - | - | - | 2 | 15 | 10 |
| | Andrew Duncan - | - | - | 4 | - | 2 | - | - | - | - | 4 | 2 | 6 |
| | James Anderson - | - | - | 5 | - | 4 | - | - | - | - | 5 | 0 | 0 |
| | John Hunter - | - | - | 2 | - | 1 | - | - | - | - | 2 | 8 | 8 |

## Schedule (B.) — *continued.*

### I. Rental of Crop and Year 1765 — *continued.*

| Farms. | Tenants Names. | Swine. | Geese. | Hens. | Capons. | Hasps Yarn. | Bear. Bs. | Bear. Fs. | Meal. Bs. | Meal. Fs. | Money Rent, Sterling. £ | s. | d. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | James Hay | - | - | 4 | - | 2 | - | - | - | - | 4 | 1 | 4 |
| | John Irons | - | - | 4 | - | 2 | - | - | - | - | 5 | 6 | 8 |
| | John Anderson and his Son | - | - | 4 | - | 2 | - | - | - | - | 5 | 6 | 8 |
| | William Hutcheon, elder. | - | - | 8 | - | 4 | 3 | - | 6 | - | 5 | 1 | 8 |
| | William Hutcheon, junior. | - | - | 2 | - | 1 | - | - | - | - | 2 | 0 | 0 |
| | John Anderson, junior. | - | - | 1 | - | 1 | - | - | - | - | 1 | 3 | 4 |
| | William Rae Duchy | - | - | 8 | - | 3 | 2 | 2 | 5 | - | 4 | 2 | 1 |
| Whinniemuir | David Chrystie | - | - | 8 | - | 4 | 3 | - | 6 | - | 7 | 10 | 10 |
| | David Farquharson | - | - | - | - | 1 | - | - | - | - | 1 | 4 | 0 |
| | James Meffen | - | - | - | - | 1 | - | - | - | - | 1 | 4 | 0 |
| | David M'Leod | - | - | - | - | 1 | - | - | - | - | 1 | 13 | 4 |
| | William M'Leod | - | - | - | - | 1 | - | - | - | - | 0 | 18 | 4 |
| | William Hay | - | - | - | - | 1 | - | - | - | - | 1 | 1 | 8 |
| | George Horn | - | - | - | - | 1 | - | - | - | - | 1 | 10 | 0 |
| Crawley | Helen Smith | - | - | - | - | 1 | - | - | - | - | 0 | 8 | 4 |
| | John Reid | - | - | - | - | 1 | - | - | - | - | 0 | 12 | 6 |
| | John Whitweaver | - | - | - | - | 1 | - | - | - | - | 1 | 0 | 0 |
| | William Nicol | - | - | 12 | - | 4 | 3 | 2 | 7 | - | 5 | 19 | 7 |
| | James Cathrew | - | - | 10 | - | 3 | 3 | - | 6 | - | 5 | 16 | 8 |
| | William Matthew | - | - | 2 | - | 1 | - | - | - | - | 1 | 1 | 5 |
| Myreside | John Whytwright | - | - | - | - | - | - | - | - | - | 1 | 7 | $10\frac{6}{12}$ |
| | James Ferrier | - | - | - | - | - | - | - | - | - | 0 | 10 | 10 |
| | Patrick Adam | - | - | - | - | - | - | - | - | - | 1 | 2 | 6 |
| | Thomas Don | - | - | - | - | - | - | - | - | - | 1 | 2 | 6 |
| Mains - | CaptainJamesNairne | - | - | - | - | - | - | - | - | - | 60 | 0 | 0 |
| Total Gross Rental, Crop 1765 | | 4 | 36 | 246 | 38 | 100 | 145 | 3 | 206 | 3 | 311 | 11 | $5\frac{8}{12}$ |

### Abstract of the Rental of Crop and Year 1765.

| | £ | s. | d. |
|---|---|---|---|
| Money Rents in whole - - - - | 311 | 11 | $5\frac{8}{12}$ |
| 206 Bs. 3 Fs. Meal - - - - } | | | |
| 145 Bs. 3 Fs. Bear - - - - } - - | 293 | 15 | 0 |
| 352 Bs. 2 Fs. Victual in whole, sold at 16*s.* 8*d.* Ster. per Boll } | | | |
| 100 Hasps Yarn, at 6*d.* each - - - - | 2 | 10 | 0 |
| 38 Capons, at 8*d.* each - - - - | 1 | 5 | 4 |
| 246 Hens, at 5*d.* each - - - - | 5 | 2 | 6 |
| 36 Geese, at 1*s.* each - - - - | 1 | 16 | 0 |
| 4 Swine, at 13*s.* 4*d.* each - - - - | 2 | 13 | 4 |
| | 618 | 13 | $7\frac{8}{12}$ |
| In Moss Meals received in December 1765 - - | 4 | 2 | 8 |
| Total Charge - | 622 | 16 | $3\frac{8}{12}$ |

*Alexander D. Fraser.*

II. Rental of Crop and Year 1836.

| | Possessions. | Tenants Names. | Maximum Rents, payable in Grain. | | | Rents payable for Crop 1836. | | |
|---|---|---|---|---|---|---|---|---|
| | | | £ | s. | d. | £ | s. | d. |
| 1 | Castleton and New Mill, excluding Leisonhill Field, and Myres and Cummerton, and New Mill Pendicle - - | Peter Roy - - | 320 | 0 | 0 | 271 | 2 | 2 |
| 2 | Armbog - - | John Lyall - - | 225 | 0 | 0 | 194 | 0 | 0 |
| | | Ditto - - | 225 | 0 | 0 | 225 | 0 | 0 |
| 3 | Langlogie - - | John Inches - | 300 | 0 | 0 | 300 | 0 | 0 |
| 4 | Netherlogie - - | George Doig - | 170 | 0 | 0 | 170 | 0 | 0 |
| 5 | Ingliston, including Leisonhill Field, and Part of Castleton Myers - - | Andrew Dalgairns - | 560 | 0 | 0 | 474 | 8 | $10\frac{2}{3}$ |
| 6 | New Mill Pendicle and Part of Cummerton - | James Stewart - | 16 | 2 | 9 | 16 | 2 | 9 |
| 7 | Remainder of Cummerton Pendicle - - | Andrew Crockat - | 7 | 8 | 3 | 7 | 8 | 3 |
| 8 | Part of Drumkilbo Myres - | William Crighton - | 19 | 15 | 0 | 19 | 15 | 0 |
| 9 | Part ditto - - | David White - | 4 | 0 | 0 | 4 | 0 | 0 |
| 10 | Ditto, ditto - - | Peter Martin - | 5 | 13 | 10 | 5 | 13 | 10 |
| 11 | Ditto, ditto - - | Robert Kennedy - | 9 | 0 | 0 | 9 | 0 | 0 |
| 12 | House and Smithy - | David Walker - | 10 | 0 | 0 | 10 | 0 | 0 |
| 13 | Part of Ingliston and Castleton Myres - | Andrew Dalgairns - | 20 | 0 | 0 | 20 | 0 | 0 |
| 14 | Mill Multures of Nevoy - | Lord Wharncliffe - | 7 | 2 | $3\frac{1}{2}$ | 7 | 2 | $3\frac{1}{2}$ |
| 15 | Drumkilbo Mains - | Proprietor - - | 360 | 0 | 0 | 360 | 0 | 0 |
| | | | 2,259 | 2 | $1\frac{1}{2}$ | 2,093 | 13 | $2\frac{1}{12}$ |

*William Blackadder.*
*Alexander D. Fraser.*

## SCHEDULE (C.) to which this Act refers,

Showing those Parts of the Estate of Drumkilbo vested in Trustees, and the Rental thereof.

| | Description of Lands. | Tenants' Names. | Rent. | | |
|---|---|---|---|---|---|
| | | | £ | s. | d. |
| | Ingliston and Ingliston Myres, and the Castleton Myres and Leasing Hill, taken at a Medium of the present Rent (the Rent being in part dependent on the Price of Grain) - - - | Andrew Dalgairns - | 520 | 0 | 0 |
| | Castleton, taken at a Medium of the present Rent (the Rent being in part dependent on the Price of Grain) - - | Peter Roy - - | 315 | 0 | 0 |
| | New Mill Pendicle, and Part of Cumerton Pendicle - - | James Stewart - - | 16 | 2 | 9 |
| | The remaining Part of Cummerton Pendicles | Andrew Crockat - | 7 | 8 | 3 |
| | Nether Logie - - - | George Doig - - | 170 | 0 | 0 |
| | | | 1,028 | 11 | 0 |

*William Blackadder.*
*Alexander D. Fraser.*

## SCHEDULE (D.) to which this Act refers,

Showing those Parts of the Estates of Drumkilbo which may be feued.

All those Parts of the Lands of Ingliston and Castleton, and Leasing Hill and Cummerton, which are between the Newtyle and Glammis Railway and the Turnpike Road between Meigle and Glammis; also all those Parts of the Lands of Castleton which are bounded by the said Turnpike Road on the South and the Lands of Nether Logie on the North; also the Lands of Nether Logie; also the North and South Myres of Castleton; also the New Mill Pendicle; also all those Parts of the Lands of Ingliston and Castleton, Leasing Hill, which are bounded by the said Railway on the North, and a Line parallel to it and One hundred Yards distant from it on the South; also the Myre Lands lying along the South Side of Armbog and Long Logie; and also the Drumkilbo Myre; also the Right of the Water and Waterfalls on all or any of the said Lands.

*William Blackadder.*

## SCHEDULE (E.) to which this Act refers.

List of Sums laid out on the Estate of Drumkilbo.

| No. | | Amount. £ | s. | d. |
|---|---|---|---|---|
| 1 | Castleton - - - - - | 2,157 | 0 | 6 |
| 2 | Armbog - - - - - | 2,742 | 19 | 1 |
| 3 | Long Logie - - - - - | 3,095 | 13 | 11 |
| 4 | Nether Logie - - - - | 1,305 | 9 | 10 |
| 5 | Ingliston - - - - | 6,240 | 16 | 2½ |
| | Leasing Hill, Ingliston, and Castleton Myres - - | 167 | 10 | 0 |
| 6 | New Mill Pendicle - - - - | 341 | 16 | 9½ |
| 7 | Part of Cummerton - - - | 30 | 0 | 0 |
| 8, 9, 10, and 11 | Part of Drumkilbo Myres - - - | 911 | 17 | 5½ |
| 12 | House and Smithy - - - - | 131 | 16 | 9 |
| 13 | Part of Ingliston and Castleton Myres - - - | 50 | 0 | 0 |
| 14 | Drumkilbo Mains - - - - | 3,228 | 2 | 7½ |
| 15 | Proportion of New Church - - - | 154 | 11 | 0 |
| | Total per detailed Statement - | 20,557 | 14 | 2 |

*William Blackadder.*

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