



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 8.

An Act for authorizing the Sale of the entailed Lands of *North Ferryhill* or *Carlingnose* in the County of *Fife*, and the entailed Lands and Estate of *Kirkton* and *Whitelaw* in the County of *Linlithgow*, belonging to *William Scott Moncrieff* Esquire, and the Purchase of other Lands to be entailed. [3d July 1835.]

WHEREAS by a Disposition and Deed of Entail, dated the Twenty-ninth Day of *July* in the Year One thousand seven hundred and ninety-nine, recorded in the Register of Tailzies on the Twentieth Day of *January*, and in the Books of Council and Session in *Scotland* on the Nineteenth Day of *March*, both in the Year One thousand eight hundred and two, made and granted by *David Dundas* Esquire, of *Duddingston* in the County of *Linlithgow*, he, for the Causes therein specified, gave, granted, and disposed to himself and the Heirs whatsoever of his Body; whom failing, to *Robert Scott Moncrieff*, Banker in *Glasgow*, his Cousin, being the Grandson and Representative of the deceased *David Moncrieff* of *Rynd* by *Ann Dundas* his Wife, who was his the Entailer's Father's Sister; whom failing, to *William Scott Moncrieff*, Accountant in *Edinburgh*, eldest Son in Life of the said *Robert Scott Moncrieff* by *Jean Hogg* his first Wife, and the Heirs Male of the Body of the said *William Scott Moncrieff*; whom failing, to *Robert Scott Moncrieff*, Merchant in *Edinburgh*, only Son of the above *Robert Scott Moncrieff* by *Ann Wellwood* his Wife, at the Time of granting the said Tailzie, and the Heirs Male of the Body of the said *Robert Scott*

Deed of Entail by David Dundas, 29th July 1799.

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Moncrieff younger; whom failing, to *Margaret* and *Christian Scotts*, Sisters German of the said *Robert Scott Moncrieff* elder, equally between them and the Survivor of them Two; whom failing, to *Alexander Moncrieff* Esquire, of *Barnhill*, and the Heirs Male of his Body; whom all failing, to the nearest lawful Heirs or Assignees whatsoever of the said *Robert Scott Moncrieff* elder, heritably and irredeemably, *inter alia*, the Lands and Estate of *Newhalls* herein-after mentioned, which were exchanged for certain Lands and Estates belonging to *Archibald John* Earl of *Rosebery*, under Authority of the Act of Parliament herein-after recited, and also all and whole that Park or Inclosure immediately above the Village of *North Queensferry*, commonly called *Carlingnose*, or the Fourth Part of *North Ferryhill*, lying in the Parish of *Inverkeithing* by Annexation, and Shire of *Fife*, as the said Lands and others thereby disposed are more particularly bounded and described in his the said Entailer's Rights and Infeftments thereof, which are by the said Deed of Entail referred to, together with all Right, Title, and Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which he, his Predecessors or Authors, or Heirs and Successors, had, or anywise might have, claim, or pretend to the Lands and others thereby disposed, or any Part or Portion thereof, in Time coming; but always with and under the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute therein contained, forming a Settlement of strict Entail according to the Law of *Scotland*: And whereas the said *David Dundas* having died without Heirs of his Body, he was succeeded in the said entailed Lands by the said *Robert Scott Moncrieff*, his Cousin, conform to Retour of his general Service as Heir of Tailie and Provision to the said *David Dundas*, dated the Fifteenth Day of *July* One thousand eight hundred and two; and the said *Robert Scott Moncrieff* was thereafter infeft in the said Lands and Teinds, and Pertinents thereof, with and under the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute contained in the aforesaid Disposition and Deed of Entail, conform to Charter of Resignation in his Favour under the Seal kept and used in *Scotland* in place of the Great Seal thereof, dated the Fifth Day of *July*, and sealed the Seventeenth Day of *September*, both in the Year One thousand eight hundred and three, and Instrument of Sasine following thereon in favour of the said *Robert Scott Moncrieff*, dated the Twenty-first and registered in the General Register of Sasines the Twenty-third Days of *September* in the said Year One thousand eight hundred and three: And whereas the said *Robert Scott Moncrieff* having died, he was succeeded in the said entailed Lands by the said *William Scott Moncrieff* his eldest Son, the Heir of Entail now in Possession, who was duly infeft in the said Lands under the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute contained in the said Deed of Entail, conform to Precept from His Majesty's Chancery in *Scotland* in favour of the said *William Scott Moncrieff*, dated the Thirty-first Day of *August* in the Year One thousand eight hundred and sixteen, and Instrument of Sasine following thereon, dated the First and recorded in the Particular Register of Sasines for the Shire of *Fife* on the Fifteenth Day of *November*

November in the said Year One thousand eight hundred and sixteen: And whereas by an Act passed in the Ninth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for exchanging the entailed Lands and Estate of Kirkton and Whitelaw, belonging to Archibald John Earl of Rosebery, situated in the County of Linlithgow, for the entailed Lands and Estate of Newhalls, belonging to William Scott Moncrieff Esquire, situated in the same County, and for investing the surplus Price of Newhalls in the Purchase of other Lands to be entailed*, it was enacted, that the said entailed Lands and Estate of *Newhalls* should be vested in, settled upon, and secured to the said *Archibald John Earl of Rosebery*, and the Heirs of Entail entitled to succeed to him in manner therein mentioned, freed and discharged of and from all and every the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute which in and by the said Disposition and Deed of Entail executed by the said *David Dundas*, or the Rights and Infestments in the Person of the said *William Scott Moncrieff*, were limited, created, expressed, declared, and contained of and concerning the Lands and Estates therein specified; and that the said Lands and Estate of *Kirkton and Whitelaw* should be vested in, settled upon, and secured to the said *William Scott Moncrieff* and the other Heirs of Entail entitled to succeed to him in virtue of the Disposition and Deed of Entail executed by the said *David Dundas* herein-before recited, in the same Course of Succession for ever, freed and discharged of and from all and every the Conditions, Limitations, Clauses prohibitory, irritant, and resolute, which in and by a certain Deed of Entail executed by *James Earl of Roslyn, James Alexander Stewart Mackenzie, and John Clark*, in the said Act of Parliament recited, or the Rights and Infestments of the said *Archibald John Earl of Rosebery*, were limited, created, expressed, declared, and contained of and concerning the Lands and Estate therein specified; but nevertheless the said Lands and Estate of *Kirkton and Whitelaw*, to be so vested, settled, and secured, under all and every the Burdens, Conditions, Limitations, Prohibitions, Restrictions, and Clauses prohibitory, irritant, and resolute which in and by the said Disposition and Deed of Entail executed by the said *David Dundas*, or the Rights and Infestments in the Person of the said *William Scott Moncrieff*, were limited, created, expressed, declared, and contained of and concerning the Lands and Estates therein specified; and it was further enacted, that the surplus Value of the said Lands and Estate of *Newhalls*, being Four thousand one hundred and twenty-five Pounds Nine Shillings Nine-pence and Six Twelfths of a Penny, together with the further Sum of Five thousand eight hundred and seventy-four Pounds Ten Shillings Two-pence and Six Twelfths of a Penny, making together the Capital Sum of Ten thousand Pounds, with the Interest of that Sum from the Term of *Martinmas* One thousand eight hundred and twenty-seven to the Day of Payment, should be paid by the said *Archibald John Earl of Rosebery*, or the Heir or Heirs of Entail succeeding to him, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company*, under the Direction and by the Authority of the Court of Session in either Division thereof, and in the Names of *Alexander Pringle Esquire, of Whitebank, Advocate, Robert Hope Moncrieff Esquire, of Perth, Writer, John Gibson Esquire, of Edinburgh,*

Act of Parliament
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for exchanging certain
Parts of the
entailed
Estates of
the Earl of
Rosebery
and William
Scott Mon-
crieff
Esquire.

Deed of
Entail by
Archibald
John Earl of
Rosebery,
7th July
1828.

burgh, Writer to the Signet, and *Robert Mercer* Esquire, of *Edinburgh*, Writer to the Signet, and the Survivors or Survivor of them, or the Heirs of such Survivor, as Trustees for the said *William Scott Moncrieff* and the Heirs of Entail succeeding to him in the Lands and Estate comprised in the said Disposition and Deed of Entail executed by the said *David Dundas* Esquire, upon the Trusts in the said Act of Parliament contained in regard to the same: And whereas, in order to carry into effect the said recited Act of Parliament, by a Disposition and Deed of Entail, dated the Seventh Day of *July*, and recorded in the Register of Tailzies on the Eighteenth Day of *November*, both in the Year One thousand eight hundred and twenty-eight, made and granted by the said *Archibald John* Earl of *Rosebery* in pursuance and under the Authority of the said recited Act, the said *Archibald John* Earl of *Rosebery* sold, alienated, dispoed, conveyed, and made over to and in favour of the said *William Scott Moncrieff* and the Heirs Male of his Body; whom failing, to the other Heirs and Substitutes called by the before-recited Deed of Entail made and executed by the said *David Dundas*, *videlicet*, to *Robert Scott Moncrieff*, Merchant in *Edinburgh* aforesaid, only Son of the deceased *Robert Scott Moncrieff*, Banker in *Glasgow*, by *Ann Wellwood* his Wife, and the Heirs Male of the Body of the said *Robert Scott Moncrieff* younger; whom failing (*Margaret Scott* and *Christian Scott*, Sisters German of the said *Robert Scott Moncrieff* the elder, being both then dead), to the Heirs Male of the Body of the then deceased *Alexander Moncrieff* Esquire, of *Barnhill* aforesaid; whom all failing, to the nearest lawful Heirs or Assignees whatsoever of the said deceased *Robert Scott Moncrieff*, Banker in *Glasgow*, heritably and irredeemably, all and whole the Lands of *Kirkton* of *Bathgate*, with the Manor Place, Houses, and Buildings thereof, together also with the Teinds, Parsonage and Vicarage, of the said Lands included, and Pertinents thereof, lying within the Parish of *Bathgate*, Barony of *Renfrew*, and Sheriffdom of *Linlithgow*; as also all and whole the Church Lands and Vicarage Glebe of *Bathgate*, with the Meadow, Tofts, Crofts, Manor Place, Houses, and Yards thereof, and whole Pertinents belonging to the same, excepting from the said Lands to the Vicar of *Bathgate* and his Successors the large Yard, with the House or Chamber therein, lying within the Parish of *Bathgate*, and formerly within the Sheriffdom of *Renfrew* by Annexation, but now within the Sheriffdom of *Linlithgow*; as also all and whole the Lands of *Whitelaw*, with the Houses, Biggings, Moors, Marshes, Meadows, Parts, Pendicles, and whole Pertinents thereof, bounded as follows, *videlicet*, by the Lands of *Drumcross*, sometime belonging to *Alexander Cochrane* of *Barbachlaw*, and by the Lands of *Drumcross*, sometime belonging to Mr. *Alexander Sandilands* of *Hilderston*, on the East and North-east, by the Lands of *Boghall* and *Kirkton* on the South-east and South-west, by the Church Lands of *Bathgate* on the West, and by the Lands of *Balbardie* on the North-west, lying within the Parish of *Bathgate* and Sheriffdom of *Linlithgow*; excepting those Parts of the aforesaid Lands lying on the South Side of the Post Road from *Edinburgh* to *Glasgow*, sold by *William Sharp* Esquire, of *Kirkton*, formerly Proprietor of the said Lands, to *George Russell* Esquire, of *South Inch*, Writer to the Signet, and to *John Dick*, Merchant in *Bathgate*;

Bathgate; together with all Right, Title, and Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which he the said Earl of *Rosebery*, his Predecessors or Authors, or the Heirs of Entail entitled to succeed to him as aforesaid, had, or any-wise might have, claim, or pretend to the Lands and others thereby disposed, or any Part or Portion thereof, in Time coming; but always with and under the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute contained in the Deed of Entail executed by the said *David Dundas* first above recited: And whereas the said *William Scott Moncrieff* was duly infest in the said entailed Lands and Estate of *Kirkton* and *Whitelaw* lying in the Parish of *Bathgate* and County of *Linlithgow*, with and under the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute contained in the Disposition and Deed of Entail thereof last before recited, conform to Charter of Resignation under the Seal kept and used in *Scotland* in place of the Great Seal thereof in favour of the said *William Scott Moncrieff*, of the said Lands in so far as holden of the Crown, dated the Third Day of *February* and sealed the Twenty-sixth Day of *March*, both in the Year One thousand eight hundred and twenty-nine, and Instrument of Sasine following thereon, dated the Twenty-fifth Day of *April* and recorded in the Particular Register of Sasines kept at *Edinburgh* the Eighteenth Day of *May*, both in the said Year One thousand eight hundred twenty-nine, and also conform to Charter of Resignation granted by *James Hope*, Writer to the Signet, the Superior, of certain Parts of the said Lands of *Whitelaw*, in favour of the said *William Scott Moncrieff*, dated the Twenty-third Day of *April* in the said Year One thousand eight hundred and twenty-nine, and Instrument of Sasine following thereupon, dated the Twenty-fifth Day of *April* and recorded in the Particular Register of Sasines kept at *Edinburgh* the Eighteenth Day of *May*, both in the said Year One thousand eight hundred and twenty-nine, and also conform to Charter of Resignation and Confirmation granted by *James Hope* junior, Writer to the Signet, the Superior, of certain other Parts of the said Lands of *Whitelaw*, in favour of the said *William Scott Moncrieff*, dated the Twenty-fourth Day of *April* in the said Year One thousand eight hundred and twenty-nine, and Instrument of Sasine following thereupon, dated the Twenty-fourth and recorded in the Particular Register of Sasines kept at *Edinburgh* the Twenty-fifth Days of *December* in the said Year One thousand eight hundred and twenty-nine: And whereas upon the Second Day of *June* in the Year One thousand eight hundred and twenty-eight the said *Archibald John* Earl of *Rosebery* paid into the Royal Bank of *Scotland* the Sum of Ten thousand Pounds (besides the Interest thereof from the Term of *Martinmas* One thousand eight hundred and twenty-seven to the said Day of Payment), in Terms of the said Act of Parliament, upon an Account in the Names of the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*, in Terms of and according to the Directions in the said Act of Parliament contained; and in Terms of the said Act of Parliament the same (under Deduction of certain Charges paid therefrom in Terms of the said Act of Parliament) now stands in their Names in Trust to be laid out, invested, and applied in the Purchase of Lands and Heritages

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held in Fee Simple and free from Incumbrances, and conveniently situated for the said *William Scott Moncrieff* and his Heirs of Entail before mentioned, to be disposed and conveyed, and settled and secured in manner as by the said Act directed, to the same Series of Heirs of Entail, and under the same Burdens, Conditions, Limitations, Prohibitions, Restrictions, and Clauses prohibitory, irritant, and resolute as in and by the before-recited Deed of Entail executed by the said *David Dundas* are declared and expressed of and concerning the Lands and Estate therein mentioned, or such of them as shall be then existing undetermined and capable of taking effect: And whereas the said Court of Session in *Scotland*, by their Act and Decreet bearing Date the Twenty-ninth Day of *January* in the Year One thousand eight hundred and thirty, found and declared that the said Entail executed by the said *Archibald John* Earl of *Rosebery* had been recorded in due Form in the Register of Tailzies for the Benefit and Security of all and every Person or Persons interested therein, and that Charters had passed and been obtained thereupon, and Infestments taken by virtue of the Precepts of Sasine therein contained, and registered agreeably to the Forms and Practice of the Law of *Scotland*, and interponed their Authority thereto by declaring that the Directions given by the said recited Act of Parliament in regard to the same had been complied with according to the true Intent and Meaning thereof: And whereas the said Fourth Part of the Lands of *North Ferryhill* called *Carlingnose*, lying in the Shire of *Fife*, and contained in the Disposition and Deed of Entail first before recited, lies discontinuous, detached, and distant from the other Lands and Estate of *Kirkton* and *Whitelaw*, lying in the Shire of *Linlithgow*, contained in the Disposition and Deed of Entail last before recited, and the said Lands are incommodiously situated relatively to each other, and for the said *William Scott Moncrieff* and the other Heirs of Entail before mentioned; and it has not been and may not be possible to acquire Lands held in Fee Simple and free from Incumbrances conveniently situated for the said *William Scott Moncrieff* and the said other Heirs of Entail, to be purchased with the Capital Sum presently remaining in the Royal Bank of *Scotland* in the Names of the Trustees before mentioned, to be entailed as by the said Act directed; and it would be for the Benefit and Advantage of the said *William Scott Moncrieff* and the other Heirs of Entail entitled to succeed to him if Power were given to sell the said detached Lands of *Kirkton* and *Whitelaw* and the said Fourth Part of the Lands of *North Ferryhill* called *Carlingnose*, or any Part or Parts of the same, and to lay out the Price or Prices thereof, together with the said Capital Sum presently remaining in the said Royal Bank of *Scotland* as aforesaid, in the Purchase of other Lands and Estates more conveniently situated, to be settled and secured to the said *William Scott Moncrieff* and the Heirs entitled to succeed to him by virtue of the Dispositions and Deeds of Entail executed by the said *David Dundas* and *Archibald John* Earl of *Rosebery* herein-before recited, and under the same Burdens, Conditions, Limitations, Prohibitions, Restrictions, and Clauses prohibitory, irritant, and resolute as in and by the said Deeds of Entail are declared and expressed of and concerning the Lands therein specified, or such of them as shall

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be then existing undetermined and capable of taking effect : But as by reason of the Limitations contained in the said Deeds of Entail such Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty, upon the humble Petition of the said *William Scott Moncrieff*, that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful for the said *William Scott Moncrieff* or the Heir of Entail for the Time being in Possession of the entailed Lands and Heritages herein-before described, by and with the Direction and Approbation of the Court of Session in *Scotland* in either Division thereof, to sell and dispose of the said Lands and Estate of *Kirkton* and *Whitelaw*, and the aforesaid Fourth Part of the Lands of *North Ferryhill* called *Carlingnose*, and the Teinds and Pertinents of the said several Lands in the aforesaid Deeds of Entail and herein-before described, as the same are set forth in the Schedule (A.) hereunto annexed, and that either in whole or in Lots or Parcels; and to that End it shall and may be lawful for the Judges of the said Court of Session for the Time being, in either Division thereof, and they are hereby authorized and required, upon a Petition or other summary Application to be presented to them by or on behalf of the said *William Scott Moncrieff* or of the Heir of Entail for the Time being in Possession of the said entailed Lands, or the Tutors or Curators or Guardians of such Heir if under Age or incapable of acting, to issue and pronounce such Order or Orders as shall by the said Court be deemed necessary or expedient for ascertaining the Values of the said entailed Lands and other Heritages before specified, or any Part or Parts of the said Lands and Heritages, and to fix and determine the Sum or Sums of Money at or for which the same ought to be sold and disposed of, or offered and exposed to Sale, and the Way and Manner in which the same ought to be sold and disposed of, whether in whole or in Lots or Parcels, and by public Auction and Sale or by private Contract, and to issue and pronounce an Order or Orders for publishing and advertising the Sale or Sales, and to adjust the Articles and Conditions of such Sale, whether by public Auction or by private Contract; and on Payment into the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British Linen Company*, Commercial Bank of *Scotland*, or National Bank of *Scotland*, in manner after directed, of the Price or Prices for which the said Lands and Heritages or any Part or Parts thereof shall be sold, if necessary, to adjudge the Lands or Heritages which may be sold as aforesaid to and in favour of the several and respective Purchaser or Purchasers thereof, and his, her, or their Heirs or Assignees, and in general to pronounce such Interlocutor or Interlocutors, Decree or Decrees, and to order all such further Proceedings as to the said Judges shall appear to be necessary and expedient for carrying the said Sale or Sales effectually into execution; and the Purchaser or Purchasers under the Authority of this Act, and his, her, or their Heirs and Assignees, shall, by the Decree or Decrees of Sale or Adjudication in his, her, or their Favour, have good and undoubted Right to the Lands

Heir of Entail, with the Approbation of the Court of Session, may sell the Lands set forth in Schedule (A.)

Court to ascertain the Values of the Lands to be sold, and determine Prices and Mode of Sale by public Roup or private Bargain.

Court may adjudge in favour of Purchasers.

Decree of Court to be a valid Title to Purchasers.

Lands and other Heritages purchased by him, her, or them respectively in Fee Simple, freed, relieved, and discharged for ever of and from all the Burdens, Conditions, Limitations, Prohibitions, Restrictions, Clauses irritant and resolute expressed and contained in the Dispositions and Deeds of Entail before recited, and every other Incumbrance, Defect of Title, or Ground of Exception or Eviction whatsoever, in as full and ample a Manner as any Purchaser of Lands at a Judicial Sale before the said Court of Session or otherwise may, can, or ought to have by the Law and Practice of *Scotland*.

Heir of Entail to convey to Purchasers if required.

II. And be it further enacted, That it shall and may be lawful to and for the said *William Scott Moncrieff*, or the Heir of Entail for the Time being in Possession, or the Tutors or Curators or Guardians of such Heir, if under Age or incapable of acting, and they are hereby directed and required, with and under the Authority of the said Court of Session in either Division thereof, to execute and deliver, in case the same shall be deemed necessary, a good and effectual Disposition or Conveyance or good and effectual Dispositions and Conveyances of the said Lands, or such Parts and Portions thereof as shall or may be sold as aforesaid, containing Procuratories of Resignation, Precepts of Sasine, and all other usual and necessary Clauses in favour of the Purchaser or Purchasers of the same, his, her, or their Heirs or Assignees, and that without incurring any Irritancy or Forfeiture whatsoever, any thing in the Dispositions and Deeds of Entail before recited, or either of them, to the contrary notwithstanding.

Prices to be paid into a Bank in Names of Trustees.

III. And be it further enacted, That the Money arising by the Sale or Sales authorized to be made as aforesaid shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British* Linen Company, Commercial Bank of *Scotland*, or National Bank of *Scotland*, in the Names of the said *Alexander Pringle* Esquire, of *Whitebank*, Advocate, *Robert Hope Moncrieff* Esquire, of *Perth*, Writer, *John Gibson* Esquire, of *Edinburgh*, Writer to the Signet, and *Robert Mercer* Esquire, of *Edinburgh*, Writer to the Signet, or the Person or Persons who may be assumed as Trustee or Trustees in manner herein-after mentioned, and the Survivors or Survivor of them, or the Heirs of such Survivor, as Trustees for the said *William Scott Moncrieff*, and the Heirs of Entail succeeding to him in the Lands and Estates comprised in the before-recited Dispositions and Deeds of Entail, and shall when so paid in produce the highest Rate of Interest that can be had for the same; and the Interest arising from the Money so paid in shall be laid out in the Names of the said Trustees, and shall annually accumulate and be added to the Principal Sum itself, to carry Interest together till the same shall be applied in manner after directed; and no Part of the said Sums of Money shall be uplifted or applied except under Warrants of the said Court of Session in either Division thereof.

Application of Interest.

Receipts of the Bank sufficient Discharges to Purchasers.

IV. And be it further enacted, That the Receipt or Receipts of the Treasurer, Cashier, Secretary, Manager, or other proper Officer of any of the said Banks, to be granted for the Sum or Sums of Money to be so paid by the Purchaser or Purchasers of the Lands to

to be sold in manner before directed, shall be a good and sufficient Discharge or good and sufficient Discharges for the Sum or Sums for which the said Receipt or Receipts shall be given; and thenceforth the said Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, or Assignees, is, are, and shall be hereby absolutely acquitted, released, and discharged of and from the same, and shall not be obliged to see to the Application thereof or of any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Non-application thereof or any Part thereof, or be subject to any Challenge or liable to any Claim at the Instance of the said *William Scott Moncrieff*, or his Heirs of Entail, or any of them, or any other Person or Persons, upon any Ground whatsoever.

V. And be it further enacted, That the said Court of Session in either Division thereof shall and may, upon the summary Application of the said *William Scott Moncrieff* or of the Heir of Entail entitled to succeed to him, and for the Time being in Possession, or the Tutors or Curators or Guardians of such Heir if under Age or incapable of acting, or of the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*, or the Person or Persons who may be assumed as Trustee or Trustees in manner herein-after mentioned, and the Survivors or Survivor of them, or the Heirs of such Survivor, order and direct the said Treasurer, Cashier, Secretary, Manager, or other proper Officer of any of the said Banks respectively, as the Case may be, in the first place, to pay out of the Capital or Principal Sum or Sums of Money which shall or may be paid into any of the said Banks in manner before directed, in respect of the Sale or Sales which may be effected as herein-before authorized, or out of the aforesaid Capital Sum of Ten thousand Pounds already paid into the Royal Bank of *Scotland* as herein-before recited, or such Part thereof as is or shall be or remain at the Credit of the said Trustees, all and every the Costs and Expences of applying for, procuring, and passing this Act, and of all Proceedings relative thereto, and also the Costs and Expences of transacting and completing the Sale or Sales hereby authorized and incident thereto, and of transacting, making, and completing the Purchase or Purchases by this Act authorized, and of the Conveyances, Deeds of Entail, or other Deeds and Writings and Proceedings required in and about completing all and every the Trusts and Purposes of this Act.

Court may direct the Payment of the Costs of this Act and other Proceedings out of Sums in Bank.

VI. And be it further enacted, That the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*, or the Person or Persons who may be assumed as Trustees in manner herein-after mentioned, and the Survivors or Survivor of them, may and shall, with all convenient Speed, as Occasion may arise, and with the Approbation of the said Court of Session in either Division thereof, and under their Direction, lay out, invest, and apply so much of the Principal Sum or Sums which shall be paid in by the Purchaser or Purchasers as aforesaid as, after the Payments therefrom by this Act authorized and directed, shall remain at the Credit of the said Trustees in the Account to be raised in the said Banks in their Names as aforesaid, in the Purchase of other Lands and Heritages held in Fee Simple

Trustees to Purchase other Lands to be entailed.

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and free from Incumbrances, and situated as conveniently as may be for the said *William Scott Moncrieff* and his Heirs of Entail before mentioned; and the Lands and Heritages which shall be at any Time purchased by the said Trustees herein-before named, or who may be assumed or appointed under the Powers herein-after contained, shall from and immediately after the Purchase thereof respectively be disposed and conveyed, by or under the Direction of the said purchasing Trustees or Trustee, with the Approbation and by the Direction of the said Court of Session in either Division thereof, to the same Series of Heirs of Entail, and under the same Burdens, Conditions, Limitations, Prohibitions, Restrictions, and Clauses prohibitory, irritant, and resolute as in and by the before-recited Dispositions and Deeds of Entail are declared and expressed of and concerning the Lands therein mentioned, or such of them as shall be then existing undetermined and capable of taking effect, and which Disposition or Dispositions shall be so framed as to bind the Institute or Disponee as well as all and every Person succeeding as an Heir of Entail.

Deeds of Entail to be recorded, and Charters and Infestments to be expedited thereon.

VII. And be it further enacted, That after the said Disposition or Dispositions of the Lands and other Heritages which may be acquired by the Purchase or Purchases by this Act authorized shall be made and executed in the Manner and to the Effect herein-before directed to and in favour of the said *William Scott Moncrieff* or the other Heirs of Entail before mentioned, the same shall be recorded in due Form in the Register of Tailzies for the Security and Benefit of all Persons interested therein, and a Charter or Charters shall pass and be obtained thereupon, and Infestment or Infestments taken in virtue of the Precept or Precepts of Sasine to be therein contained and registered agreeably to the Form and Practice of the Law of *Scotland*, upon all which the said Court of Session shall interpose its Authority, by declaring that the Directions by this Act given have been complied with according to the true Intent and Meaning thereof.

The Heirs of Entail in the meantime to continue to possess.

VIII. And be it further enacted, That in the Event of the Sale or Sales hereby authorized of the entailed Lands and Heritages herein-before described not being carried into execution, or at least and in the meantime until such Sale or Sales shall be made, the said *William Scott Moncrieff* and the Heirs of Entail entitled to succeed to him by virtue of the before-recited Dispositions and Deeds of Entail shall be permitted and allowed, and is and are hereby permitted and allowed, to hold, possess, and enjoy the said several Lands, and the Rents, Mails, and Duties, and Issues and Profits thereof, with all and sundry the same Powers, Liberties, Privileges, and Faculties which in and by the before-recited Dispositions and Deeds of Entail are permitted and allowed.

Claims in respect of Improvements reserved.

IX. Provided always, and be it enacted, That neither the Sale of the Lands and Heritages herein-before described, nor any thing in this Act contained, shall deprive or be construed to deprive the said *William Scott Moncrieff* or the other Heirs of Entail before mentioned of any Claim heretofore competent or which may hereafter become competent to them or any of them, for Improvements made
by

by them or their Predecessors on the said Lands and Heritages, or other Expenditure therewith connected, or to deprive any of their Wives or Children of any Claims for Provisions allowed and secured to them or any of them, which such Heirs of Entail, or their Wives or Children respectively, or any of them, are legally entitled to recover from the said entailed Lands and Heritages, or which they would have been entitled to recover therefrom had the said Sale not taken place; and provided also, that all such Claims shall be equally available against the Price or Prices of the said entailed Lands and Heritages, and the Lands and Heritages to be acquired by Purchase and entailed as aforesaid, as they would have been against the said Lands and Heritages herein-before described, had the same not been sold.

X. And be it further enacted, That the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*, and the Trustee or Trustees to be assumed in virtue of the Powers herein-after contained for that Purpose, their and every of their Heirs, Executors, and Administrators, shall and may, out of the Capital or Principal Sums of Money entrusted to them as aforesaid, be entitled to Reimbursement of all Costs, Charges, and Expences which they or any of them shall respectively pay, bear, sustain, expend, or be put unto in or about the Execution of the Trusts hereby in them reposed, or on account of any Act, Transaction, Matter, or Thing relative thereto.

Trustees to be allowed all Expences.

XI. And be it enacted, That the Surplus which shall remain at the Credit of the said Trustees of the Money directed to be paid into the said Banks, after satisfying and discharging the several Purposes of this Act in the Way and Manner herein-before authorized and directed, shall be paid to the Person or Persons who would have been entitled for the Time during which such Surplus was accumulating to the Rents and Profits of the said entailed Estates directed to be sold, or to the Representatives of such Person or Persons.

Surplus to be applied.

XII. And be it further enacted, That if the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*, or any of them, shall die, or be desirous to be discharged from or become incapable to act in the Trusts, Powers, and Authorities hereby in them reposed and vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully performed and executed, then and in any of these Cases, and when and as often as the same shall happen, if deemed necessary or proper, it shall and may be lawful to and in the Power of the surviving or acting Trustee or Trustees, together and in conjunction with the aforesaid *William Scott Moncrieff* during his Life, and after his Death together and in conjunction with the Heir of Entail for the Time being in Possession, and of his or her Tutors or Curators or Guardians if under Age or incapable of acting at the Time, by and with the Approbation of the said Court of Session in either Division thereof, to elect and appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes of this Act in the Place and Stead of them the said *Alexander Pringle*, *Robert Hope Moncrieff*, *John Gibson*, and *Robert Mercer*,

Power to appoint additional Trustees.

Mercer, or such of them as shall die, or be desirous to be discharged from or become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from Time to Time and as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid all and singular the Sum or Sums of Money which shall have been paid into a Bank as aforesaid in the Names of the said *Alexander Pringle, Robert Hope Moncrieff, John Gibson, and Robert Mercer*, in Trust for the Purposes of this Act, or such Part thereof as may not have been invested and applied in manner as by this Act authorized, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustee or Trustees, as the Case may require, and the Survivors or Survivor of them, and the Heirs and Assignees of such Survivor, upon the same Trusts, and to and for the same Uses, Intents, and Purposes, and with and under and subject to all the Powers and Authorities by this Act given and declared.

Majority of Trustees to constitute a Quorum.

XIII. And be it further enacted, That the Majority of the Trustees herein-before named, or of such other Trustee or Trustees as may be assumed in their Room and Stead as aforesaid, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution and effect.

Extent of Trustees Responsibility.

XIV. And be it further enacted, That the Trustees herein-before named, and the Person or Persons who may be assumed and appointed as Trustee or Trustees as aforesaid, and the Survivors or Survivor of them, their Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for more or other Sums of Money than they shall actually respectively receive or intromit with by virtue of this Act, nor for the Loss of such Money or of any Part thereof, so as that the same happen 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 actual Intromissions, Acts, Receipts, Neglects, or Defaults.

Trustees to account before the Court of Session.

XV. And be it further enacted, That after the Trusts and Purposes of this Act shall be fulfilled the said *Alexander Pringle, Robert Hope Moncrieff, John Gibson, and Robert Mercer*, or the Person or Persons who may be assumed or appointed as Trustee or Trustees as aforesaid, and the Survivors or Survivor of them, or the Heirs and Assignees of such Survivor, shall produce and exhibit the Accounts of their Receipts and Payments under this Act, and the Vouchers thereof, to the Court of Session in either Division thereof, and shall apply by Petition or other summary Application to the said Court to audit and examine the said Accounts, and the said Court in either Division thereof is hereby empowered and required to audit and examine the said Accounts, and on being satisfied that the same are justly stated finally to exoner and discharge the said Trustees of the Transactions, Management, and Intromissions of the said Trustees respectively, and to pronounce Decree of Exoneration in their Favour accordingly; and the said Trustees, their Heirs, Executors, or Administrators, shall not thereafter be subject or liable to any Question
or

or Claim at the Instance of the said *William Scott Moncrieff* or the other Heirs of Entail before mentioned, or any of them, or any other Person or Persons, upon any Ground whatsoever.

XVI. And it is hereby expressly provided and declared, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the Dispositions and Deeds of Entail hereinbefore recited, or either of them, or the Order of Succession therein and thereby respectively established, and in the subsequent Titles respectively contained, except in so far as is and may be necessary to carry into effect the Purposes of this Act.

Entails not altered, except in so far as necessary to execute this Act.

XVII. Saving and reserving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, and Successors (other than and except the said *William Scott Moncrieff* and the other Heirs of Entail or Persons entitled to succeed by virtue of the Dispositions and Deeds of Entail hereinbefore recited, and the Wives and Children of them or any of them having Claims for Provisions therefrom), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Heritages hereby allowed to be sold, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had, enjoyed, claimed, or demanded in case this Act had not been made.

General Saving.

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

Act to be printed by the King's Printers.

SCHEDULE (A.) to which this Act refers.

1. SHEWING the Contents and Yearly Rents of the Lands of Carlingnose, or Fourth Part of North Ferry Hill, contained in the Deed of Entail executed by David Dundas, Esquire, dated Twenty-ninth July One thousand seven hundred and ninety-nine.

Possessions.	Tenants.	Expiry of Leases.	Contents, Scotch.	Contents, Imperial.	Rent.	Estimated Rent.
					£ s. d.	£ s. d.
Carlingnose	Robert Mitchell	Martinmas 1847	38	47	26 8 9	
Small Garden	-	-	-	-	1 0 0	
Quarry	Not in Lease	-	-	-	20 0 0	
					47 8 9	47 8 9
Deduct Amount of public Burdens; viz.,						
					1 17 3½	
					0 3 10½	
					0 14 4	
					0 6 0	
						3 1 6
						£ 44 7 3

1. Minister's Stipend (Average of Six Years)
2. Schoolmaster's Salary
3. Assessment for Poor
4. Cess, Bridge, and Rogue Money

Leaving a Free Rental of Forty-four Pounds Seven Shillings and Three-pence

2. SHEWING the Contents and Yearly Rents of the Lands of Kirkton and Whitelaw, contained in the Deed of Entail executed by Archibald John Earl of Rosebery dated Seventh July One thousand eight hundred and twenty-eight.

Possessions.	Tenants.	Expiry of Leases.	Contents, Scotch.	Contents, Imperial.	Rent.	Estimated Rent.
					£ s. d.	£ s. d.
Kirkton Mains -	John Marshall	Martinmas 1838	64.719	81.622	170 0 0	
West Mains -	Thomas Hamilton	— 1845	54.703	68.807	100 0 0	
Limefield -	John Todd	— 1849	96.940	122.740	85 0 0	
Whitelaw -	William Meichle	— 1838	118.579	149.524	130 0 0	
Lime Rock -	Not in Lease	-	-	-	50 0 0	
Lands attached to Lime Rock	Not in Lease	-	15.559	19.618	21 0 0	
Planted Grounds -	Not in Lease	-	12.967	16.356	9 14 6	
Feu, No. 1. -	Alexander Grey	-	146	181	0 17 6	
Feu, No. 2. -	John Misters	-	146	181	2 1 0	
Quarries, Roads, &c. -	-	-	5.409	6.818.	2 14 0	
			369.168	465.847	571 7 0	571 7 0
Deduct Amount of public Burdens; viz.,						
	1. Minister's Stipend	-	-	-	4 9 3½	
	2. Schoolmaster's Salary	-	-	-	2 10 10	
	3. Assessment for Poor at 2½d. per Pound on 597l. 10s. valued Rent	-	-	-	6 4 4½	
	4. Meal in lieu of Thirlage, Average of Seven Years	-	-	-	1 12 9	
	5. Cess, Bridge, and Rogue Money, Average of Seven Years	-	-	-	9 2 8½	
						23 19 11½
	Leaving a Free Rental of Five hundred and forty-seven Pounds Seven Shillings and Six Twelfths					£547 7 0½

David Hector.

