



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 14.

An Act for authorizing the Trustees of the late *Thomas Gordon* to sell his Estates of *Cairness* and others in the County of *Aberdeen*, and to apply the Price thereof in Payment of the Debts and Burdens affecting the same; and for laying out the Residue of the Price in the Purchase of other Lands, to be entailed in Terms of the Trust Deed of Settlement by the said *Thomas Gordon*; and for other Purposes.

[28th July 1849.]

WHEREAS *Thomas Gordon* Esquire, of *Cairness* and *Buthlaw* in the County of *Aberdeen*, deceased, by his Trust Disposition and Deed of Settlement dated the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, and registered in the Sheriff Court Books of *Aberdeenshire* the Thirtieth Day of *April* Eighteen hundred and forty-one, gave, granted, assigned, disposed, conveyed, and made over to and in favour of Captain *John Leith* of the Royal Navy, his Cousin, *Adam Cumine* Esquire, of *Ratray*, *Charles Bannerman* Esquire, of *Crimonmogate*, the Reverend *James Robertson*, Secretary of the said *Thomas Gordon*,

Trust Disposition and Deed of Settlement in the Scotch Form, dated 21st August 1839.

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Patrick Bannerman, Advocate in *Aberdeen*, and *John Blaikie*, Advocate there, and to such other Person or Persons as he might thereafter appoint, and the Survivors or Survivor of them accepting, and to such other Person or Persons as might be assumed into the Trust in virtue of the Powers therein granted, and to the Heir of the last Survivor, as Trustees for the Uses, Ends, and Purposes therein and after mentioned, and to their Assignees, (the Majority of the said Trustees being always a Quorum,) all and sundry Lands and Heritages, Goods and Gear, Debts and Sums of Money, Household Furniture and Farm-stocking, and in general the whole Estate and Effects, Heritable and Moveable, Real and Personal, of what Kind or Nature soever, or wheresoever situated, then belonging or which should belong to him at the Time of his Decease, with the whole Vouchers and Instructions, Writs, Titles, and Securities of and concerning his said Estate and Effects, and all that had followed or might be competent to follow thereupon, but in trust always for the Uses, Ends, and Purposes therein and after mentioned; in the first place, for Payment of all the Truster's just and lawful Debts, Deathbed and Funeral Expenses, the Expense of executing the Trust, and defraying the whole Expense of his Establishment in *Scotland*, to the First Term of *Whitsunday* or *Martinmas* after his Decease; secondly, for Payment to his Spouse *Mrs. Barbara Hannah de Hatchko* or *Gordon*, for the Period, in the Manner, and at the Terms specified in a postnuptial Contract of Marriage therein and herein-after mentioned, of an Annuity of One thousand five hundred Pounds Sterling, with Liberty to his said Spouse to occupy and possess in the Way therein pointed out the Mansion House, Coach-houses and Stables, Gardens, Policies, and Home Farm of *Cairness*; thirdly, for Payment to his Cousin the said Captain *John Leith* during all the Days of his Lifetime, after the Decease of the said *Thomas Gordon*, in case he should survive him, of a free Liferent Annuity of One thousand Pounds Sterling, payable as therein and after mentioned; fourthly, for Payment to the said Reverend *James Robertson* during all the Days of his Lifetime, after the Truster's Decease, in case he should survive him, of a free Liferent Annuity of Two hundred Pounds Sterling, payable as therein and after mentioned; both which Annuities in favour of the said *John Leith* and *James Robertson* were declared to be payable in equal Moieties at *Whitsunday* and *Martinmas* in each Year, beginning the first Term's Payment of One Half of the said Annuities at the first Term of *Whitsunday* or *Martinmas* which should happen after the Truster's Decease for the Half Year succeeding, and so forth half-yearly and termly during the Lifetime of each Annuitant after the Truster's Decease, with a Fifth Part more of liquidate Penalty in case of Failure in punctual Payment, and the due and ordinary Interest of each Annuity from the Term of Payment and until paid; and it was thereby declared that the foresaid Two Annuities should be Real Burdens upon the Truster's Heritable Estates in *Scotland* and *Jamaica*, and should be payable out of the readiest Rents and Profits of said Estates; fifthly, for Payment of such pecuniary Legacies or Donations and for Delivery of such special Subjects belonging to the Truster as he had given, granted, or bequeathed, or as he should thereafter give, grant, or bequeath, at any Time in his Life, by any Writing or Writings under his Hand, whether formal or not, if expressive

expressive of his Intentions; sixth, in the event of the Truster's Death leaving lawful Issue he thereby directed his said Trustees to make over his whole Property to them, under Burden of the foresaid Three Annuities and of the Legacies before referred to, in such Manner as he should appoint, and, failing such Appointment, in the Way and Manner directed by Law in Cases of intestate Succession, but in the event of his Death without leaving lawful Issue, and of his predeceasing the Term of *Whitsunday* in the Year One thousand eight hundred and forty-six, he thereby directed and appointed his said Trustees, and Acceptors or Acceptor, Survivors or Survivor of them, to accumulate the Residue of his Personal Estate, with the Interest or other Produce which might accrue thereon, and the Rents and Proceeds of his Heritable Estate, till the said Term of *Whitsunday* One thousand eight hundred and forty-six, and thereafter, or upon his Death, if he should survive that Period, he directed and appointed his said Trustees, and the Acceptors or Acceptor, Survivors or Survivor of them, to make over his Personal Property and Rents of his Heritable Property as then accumulated, in manner foresaid, to and in favour of *James Wilkinson* his natural Son, if then alive, or if dead his lawful Issue and the Heirs procreated or to be procreated of his Body, whom failing, to the said Captain *John Leith*, if then alive, or if dead his lawful Issue, whom failing, to the Truster's Cousin Major *William Fraser* of Her *Britannic* Majesty's Forty-third Regiment of Foot, Son of the late *Erskine Fraser* Esquire, of *Woodhill*, if then alive, or if dead his lawful Issue, whom failing, to the before-named *Adam Cumine* Esquire, if then alive, or if dead his lawful Issue, whom failing, to the before-named *Charles Bannerman*, if then alive, or if dead his lawful Issue, and to dispoise, assign, and convey to and in favour of the same Persons and their lawful Issue in the Order aforesaid, whom all failing, to the Truster's own nearest Heirs and Assignees whomsoever, heritably and irredeemably, all and hail the whole Heritable Estates in *Scotland* belonging or which might belong to him, by whatsoever Name or Names his Properties in *Scotland* were or might be known, as also all and whole that his Plantation called *Georgia*, with the Appurtenances, situated within the Parish of *Trelawney* in the Island of *Jamaica*, with all the Buildings, Mills, and Works of every Description, Cattle, Horses, Crop, and every other Article belonging to him on the said Plantation, and all other Heritable Property in the *British* Dominions then belonging or which should thereafter belong to him at the Time of his Decease, the eldest Heir Female always succeeding without Division, and the whole Persons succeeding to his said Lands, and the Husbands of such Heirs Female, always assuming the Name of *Gordon*, and bearing the Arms of *Gordon of Buthlaw*, and that by One or more Dispositions and other Deeds, as his said Trustees might consider best, but subject always to the Fetters of a strict Entail, and under such Declarations, Limitations, Restrictions, Provisions, Clauses irritant and resolute, as to them might seem best calculated to secure and carry into effect his Wishes, and preserve the Destination of his Estates, and secure the Performance of the Conditions attached to the Enjoyment thereof; and in the event of the said *Thomas Gordon* predeceasing the said Term of *Whitsunday* in the Year One thousand eight hundred and forty-six, he committed to his said Trustees and their foresaids full
Power

Power to out-put and in-put Tenants, and to grant Tacks or Leases of the Lands and Heritages thereby conveyed, for such Periods, not exceeding Nineteen Years, at such Rents and on such Conditions as to them should seem proper, with Power also, in the event foresaid, to the said Trustees and their foresaids to appoint Factors, either of their own Number or other fit Persons, for uplifting the Rents of his Lands and Estate, and Principal Sums and annual Rents of the Debts thereby conveyed, and whole other Subjects of the said Trust, and with special Powers to his said Trustees to compound, transact, and agree, or to submit or refer any Questions or Differences that might arise between them and any other Persons in relation to the said Trust Estate and Effects, or any Debts or Claims which any Persons might have or charge against the said Truster or his said Estate, with the further Power to his said Trustees to lend out, on such Security as they might think suitable, such Part of the Truster's said Personal Estate as they might consider advisable, and also to sue for, uplift, and receive the Principal Sums of the Debts, Heritable and Moveable, thereby conveyed, to discharge and assign the same, and to renounce or dispoise the Securities held therefor; and the said *Thomas Gordon* likewise thereby authorized and empowered his said Trustees from Time to Time to nominate and assume such other Person or Persons as they should think fit to be Trustee or Trustees along with them, declaring that all the Acts and Deeds of such Trustee or Trustees so to be named and assumed in regard to the said Trust Estate and Effects shall be equally good and effectual as if their Names had been inserted in the said Trust Disposition and Deed of Settlement, and conjoined with the other Trustees thereby named; and the said *Thomas Gordon* thereby further nominated, constituted, and appointed the said Trustees and their foresaids to be his sole and only Executors and Intromitters with his whole Moveable Estate and Effects, with Power to them to give up Inventories thereof, to confirm the same, and to do every thing competent to the Office of Executors, declaring that his said Trustees, whether nominate or assumed, should not be liable for Omissions, Errors, or Neglect of Management, nor *singuli in solidum*, but each for his own actual Intromissions only; but the said Deed now in recital neither contained Powers to the said Trustees to sell nor to borrow Money upon the Security of the Lands and Estates thereby conveyed: And whereas the said *Thomas Gordon* by a relative Testament, duly executed in the Form prescribed by the Law of *England*, and published on the said Twenty-first Day of *August* One thousand eight hundred and thirty-nine, on the Narrative of his said Trust Disposition and Deed of Settlement, and lest the same should not operate as an effectual Disposition of his Plantation and Estate in *Jamaica*, of his Property in *Athens*, *Napoli di Romani*, and other Places in the State and Kingdom of *Greece*, Stock in Foreign Funds, and all his other Estate and Effects not within *Scotland*, and held under the Forms and in Terms of the Laws of *England* or of *Greece*, or other Countries or States where the same might be situated, whereof the said *Thomas Gordon* might be seised or possessed at the Time of his Decease, declared the said relative Testament to be his Will, so far as regarded all such Estate and Effects not in *Scotland* and held as aforesaid, and gave, devised, and bequeathed all that the said Plantation called *Georgia*, with the Appurtenances,

in

Testament
according to
the Law of
England,
dated
21st August
1839.

in the Parish of *Trelawney* and Island of *Jamaica*, or by whatsoever Name the same is called or known, with all the Buildings, Mills, and Works of every Description, Cattle, Horses, Crop, and every other Article belonging to him on the said Plantation, his Houses, Lands, and other Property situated in *Athens*, *Napoli di Romani*, and other Places in the State and Kingdom of *Greece*, Stock in Foreign Funds, and all his other Estate and Effects not situated in *Scotland*, to the Trustees named in his said Trust Disposition and Settlement, and to such other Person or Persons as he should thereafter appoint, and to such Person or Persons as his said Devisees should assume, by virtue of the Powers by the said Trust Disposition and Deed of Settlement given unto them and to the Survivors or Survivor of them accepting, as Trustees for the Uses, Ends, and Purposes therein mentioned, any Three of his said Devisees being a Quorum, and when the Number of his said Devisees should be reduced to Two or One, to these Persons respectively, and to the Assigns of the said Devisees and their Quorum for ever, subject and charged and chargeable, together with his Estates in *Scotland*, in like Manner in all respects as he had directed in his said Trust Disposition and Deed of Settlement and by the Writings as therein mentioned, executed according to the Forms of the Law in *Scotland*, all which he thereby ratified and confirmed in all respects: And whereas by postnuptial Contract of Marriage, likewise dated the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, entered into between the said *Thomas Gordon* and the said *Mrs. Barbara Hannah De Hatchko* or *Gordon*, the said *Thomas Gordon*, *inter alia*, bound and obliged himself, his Heirs, Executors, and Successors whomsoever, to infest and seise the said *Mrs. Barbara Hannah De Hatchko* or *Gordon* in a free Liferent Annuity of One thousand five hundred Pounds Sterling, to be paid to her in Liferent during all the Days of her Life after his Decease, in case she should happen to survive him, by way of Jointure, to be uplifted and taken at the Terms of *Whitsunday* and *Martinmas*, by equal Portions, with a Fifth Part more of each Term's Payment of liquidate Penalty in case of Failure in the punctual Payment thereof, and the lawful Interest of the said Annuity, from the respective Terms of Payment while the same remains unpaid, beginning the first Term's Payment thereof at the first Term of *Whitsunday* or *Martinmas* after his Decease for the Half Year succeeding, and so forth half-yearly and termly during her Lifetime after his Decease, and which Annuities and the Infestment to follow thereon the said *Thomas Gordon* bound and obliged him and his foresaids to warrant to the said *Mrs. Barbara Hannah De Hatchko* or *Gordon* at all Hands and against all deadly; and further, the said *Thomas Gordon* bound and obliged himself and his foresaids to make Payment to the said *Mrs. Barbara Hannah De Hatchko* or *Gordon*, within Three Months after the Day of his Death, of the Sum of

Sterling Money aforesaid, as an Allowance for the Expense of maintaining herself to the first Term of *Whitsunday* or *Martinmas* after his Death, and for the Purchase of Mourning and such other like Necessaries as she might then require; and it was thereby declared by the said *Thomas Gordon*, in the event of the said *Mrs. Barbara Hannah De Hatchko* or *Gordon* surviving him, and while she should remain a Widow, that she should have the Use

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and

Postnuptial
Contract of
Marriage,
dated
21st August
1839.

and Enjoyment of the Mansion House, Coach-house and Stables, Gardens and Policies, and Home Farm of *Cairness*, Rent-free during her Life, together with the Liferent Use of the Furniture, Plate, Bed and Table Linen, Pictures, and whole other Articles of plenishing in said Mansion House, and of the working Utensils and Implements of Husbandry of the said Gardens and Home Farm, but that for her personal Accommodation only, if she should choose to make her Residence actually at *Cairness*, secluding thereby and debarring all Assignees, Tenants, and others; which Provisions in favour of the said Mrs. *Barbara Hannah De Hatchko* or *Gordon* she thereby accepted of in full of all Terce, Share of Moveables, and Goods in communion, and every thing else that she might be entitled to demand on the Death of her Husband, should she survive him, or which it might be competent for her Heir or nearest of Kin to demand from the said *Thomas Gordon*, in case of her Predecease, according to the Laws of *Scotland* or of *Greece*, or of any other Country, which might regulate the Succession to or the Claims of the said Mrs. *Barbara Hannah de Hatchko* or *Gordon*, or of her Heirs or nearest of Kin, upon the Property, Heritable or Moveable, Real or Personal, that might belong to the said *Thomas Gordon* at the Dissolution of the Marriage by the Death of either of the said Parties: And whereas the said Mrs. *Barbara Hannah De Hatchko* or *Gordon* was infeft and seised, in virtue of the Precept of Sasine contained in the said Contract of Marriage, in the Lands of *Invernorth, Cairness, Lonmay, and Whitecairn*, hereafter particularly described, conform to Instrument of Sasine in her Favour dated the Twenty-first and recorded in the Particular Register of Sasines for *Aberdeenshire* the Twenty-third Day of *August* One thousand eight hundred and thirty-nine: And whereas by a certain holograph Writing or Deed of Bequests, dated the Twenty-sixth Day of *August* One thousand eight hundred and thirty-nine, addressed to the said Captain *John Leith* and the other Trustees and Executors under the said *Thomas Gordon's* Trust Disposition and Deed of Settlement dated the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, above recited, and in virtue of the Powers reserved by him therein, and in implement so far of the Purposes for which it was granted, he thereby directed and appointed his said Trustees to pay to the Persons after named and designed, on the first Twentieth Day of *June* or *December* after the Truster's Decease, certain Legacies and Bequests, as also to make Payment to the Persons after named of the following Annuities, viz., to *Joseph Percival*, Gamekeeper at *Cairness*, an Annuity of Twenty Pounds Sterling, to *Henry Ewardine*, formerly the Truster's Groom, an Annuity of Five Pounds Sterling, to *Andrew Buchan (Rodney)*, Fisherman in *Saint Colmes*, and formerly a Boatman in the the Truster's Service, an Annuity of Five Pounds Sterling, to *Jane Kindy* in the Parish of *Crimond*, and Mother of the said *James Wilkinson*, an Annuity of Ten Pounds Sterling, and that on the Twentieth Day of *June* or Twentieth Day of *December* yearly, according as the same might commence, beginning on the first Twentieth Day of *June* or *December* after his Decease for the ensuing Year, and so on yearly thereafter during their respective Lifetimes; as also to deliver certain special Bequests, as therein set forth; and also to pay over to the aforesaid *James Robertson* the Residue of his (the said *Thomas Gordon's*)

Mrs. Gordon
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Annuity of
1,500*l.*

Deed of Be-
quests, dated
26th August
1839.

Gordon's) Personal Property that might be invested in any Funds or Stock or lent out at Interest in *Greece*; and he declared the said Writing or Deed of Bequests to refer to his said Disposition and Deed of Settlement, and to be as valid as if therein insert *verbatim*: And whereas the said *Thomas Gordon* died upon the Twentieth Day of *April* One thousand eight hundred and forty-one, without revoking the said Trust Settlements, and without leaving lawful Issue, and was survived by his said Spouse, and by the said *James Wilkinson*, now *James Wilkinson Gordon*, his natural Son, both of whom are still alive: And whereas the whole of the Trustees nominated and appointed by the said *Thomas Gordon's* Trust Disposition and Deed of Settlement as aforesaid accepted the Office of Trustees and Executors conferred upon them by the said Deed, by which, and by the foresaid Testament in the *English* Form, the said *Thomas Gordon* conveyed to them, not only his whole Heritable and Moveable Estate and Effects in *Scotland*, but also his Real and Personal Property in *Jamaica*, *Greece*, and elsewhere: And whereas the said Trustees and Executors entered upon the Management of the Estate and Effects so conveyed to them, obtained themselves confirmed as Executors of the said Deceased in *Scotland*, and also obtained Letters of Administration in *England*, whereby the Right to recover and administer the whole Moveable and Personal Estate of the said *Thomas Gordon* was vested in them, and they applied the Personal Estate intromitted with and recovered by them in paying the Truster's Debts, and the Legacies bequeathed by him as aforesaid: And whereas *Adam Cumine* Esquire, of *Ratray*, One of the said Trustees, having died, the said *John Leith*, *Charles Bannerman*, *James Robertson*, *Patrick Bannerman*, and *John Blaikie*, being the whole remaining Trustees, made up Titles to the Lands of *Invernorth*, *Cairness*, *Lonmay*, and *Whitecairn*, hereafter particularly described, and were infest therein conform to the Writs after mentioned; that is to say, *primo*, Decreet of Constitution *cognitionis causa tantum* by the Lords of Council and Session in *Scotland*, dated the Twentieth Day of *July* One thousand eight hundred and forty-two, obtained by the said Trustees in an Action of Constitution at their Instance against *William Young* of *Fawside*, Doctor of Medicine, and certain other Parties, Cousins German and nearest and lawful Heirs Portioners of Line of the said deceased *Thomas Gordon* of *Buthlaw*, at least as lawfully charged to enter themselves as Heirs Portioners to him, conform to Act of Parliament; *secundo*, Decreet of Adjudication in Implement in favour of the said Trustees, dated the Twenty-ninth Day of *November*, and recorded in the Register of Abbreviates of Adjudications the Thirteenth Day of *December*, both in the Year One thousand eight hundred and forty-two; *tertio*, a Crown Charter of Adjudication in Implement, dated the Second Day of *June*, and written to the Seal, registered, and sealed the Twelfth Day of *July* in the Year One thousand eight hundred and forty-three; *quarto*, Instrument of Sasine following on the said Charter, dated the Twenty-fifth Day of *August*, and recorded in the Particular Register of Sasines, &c., for the Shires of *Aberdeen* and *Kincardine* the Ninth Day of *October*, both in the Year One thousand eight hundred and forty-three: And whereas the said Trustees also made up Titles to the Salmon Fishings on the River *Dee*, likewise hereafter particularly described, and were infest therein conform to the Writs after

after mentioned; that is to say, *primo*, Decreet of Constitution *cognitionis causa tantum* by the Lords of Council and Session in *Scotland*, dated the Twenty-second Day of *November* One thousand eight hundred and forty-two, obtained by the said Trustees in an Action of Constitution at their Instance against the said *William Young* of *Fawside* and others, Heirs Portioners as aforesaid; *secundo*, Decreet of Adjudication in Implement in favour of the said Trustees, dated the Seventh Day of *March* and recorded in the Register of Abbreviates of Adjudications the Eleventh Day of *April*, both in the Year One thousand eight hundred and forty-three; *tertio*, Charter of Adjudication in Implement by the Provost, Bailies, Council, and Community of the Burgh of *Aberdeen*, dated the Second Day of *August* One thousand eight hundred and forty-three; *quarto*, Instrument of Sasine following on the said Charter, dated the Nineteenth Day of *September*, and recorded in the Particular Register of Sasines, &c. for the Counties of *Aberdeen* and *Kincardine* the Seventeenth Day of *November*, One thousand eight hundred and forty-three: And whereas the said Mrs. *Barbara Hannah De Hatchko* or *Gordon*, now the Baroness *De Sedaiges*, having married again, her Right to the Liferent, Use and Enjoyment of the Mansion House and Home Farm of *Cairness*, provided to her during her Widowhood as aforesaid, has ceased: And whereas the said Trustees, by Deed of Assumption dated the Second Day of *August* One thousand eight hundred and forty-three, assumed *James Cumine* Esquire, of *Ratray*, as a Trustee to act along with them in the Administration of the said Trust: And whereas, besides the Heritable Estates in *Scotland* to which Titles were made up by the said Trustees as aforesaid, the said *Thomas Gordon* was at the Time of his Death, and had been for Forty-five Years prior thereto, possessed of the Lands and Estates of *Buthlaw* and *Newtyle* in *Aberdeenshire*, which yielded a clear Rental of upwards of Eight hundred Pounds *per Annum*, but after his Death the Title of his said Trustees thereto was disputed by the said *William Young* of *Fawside*, and certain other Parties claiming as Heirs of Provision under a former Destination of the said Estates, and an Action of Reduction and Declarator was brought by them before the Court of Session for reducing and setting aside the Titles made up by the said *Thomas Gordon* to the said Lands in respect of an alleged Defect therein, whereby it was contended he was not *in titulo* to alter the former Destination of the said Lands and Estates, and also for reducing and setting aside the said *Thomas Gordon's* Trust Disposition and Deed of Settlement aforesaid in so far as the same purported or was intended to convey the aforesaid Lands and Estates to the said Trustees for the Purposes of the said Trust, in which Action the Pursuers, upon the Seventeenth Day of *January* One thousand eight hundred and forty-four, obtained Judgment in their Favour, sustaining the Reasons of Reduction, and decerning and ordaining the Trustees to remove from the said Lands, and the same Pursuers were, by a subsequent Judgment of the Court of Session in the same Action, found entitled to the Rents of the said Lands that became payable subsequent to the Date of their Citation to the foresaid Action upon the Twentieth Day of *April* One thousand eight hundred and forty-two, which several Judgments were afterwards affirmed by the House of Lords upon Appeal, upon the First Day of *September* One thousand eight hundred

hundred and forty-eight: And whereas the said *Thomas Gordon* was also at the Time of his Death possessed of Landed Estates and Real Property of considerable Value in *Argos, Napoli di Romani*, and other Places in the State and Kingdom of *Greece*, which were specially conveyed by him to the said Trustees, and declared to be subject and charged and chargeable, together with his Estates in *Scotland*, to and with the Purposes of his Trust Disposition and Deed of Settlement first above recited, but after his Death the said Estates were claimed by the said *James Robertson* as his own exclusive Property, by virtue of a certain alleged Deed of Gift dated the Twelfth Day of *April* One thousand eight hundred and thirty-eight (old Style), purporting to have been granted by the said *Thomas Gordon* in favour of the said *James Robertson*, under Burden of the said *Thomas Gordon's* Liferent Use and Enjoyment of the said Estates, which Deed of Gift is, upon the Face thereof, according to the existing Law of *Greece*, a legal Transference of the Lands in question, and the said Estates have since the Death of the said *Thomas Gordon* been possessed by the said *James Robertson*, and the whole Issues, Rents, and Profits thereof drawn and retained by him, and the Trustees have in consequence taken Proceedings in *Scotland* against the said *James Robertson*, who has since the Year One thousand eight hundred and forty-one been resident abroad, and is now resident at *Smyrna*, for setting aside his Right to the Annuity of Two hundred Pounds provided to him by the said *Thomas Gordon* as aforesaid, and also to the other Provisions in his Favour contained in the said *Thomas Gordon's* Trust Settlements, on the Ground of the Claims so set up by the said *James Robertson* to the said Estates in *Greece*, and his Refusal to allow the same to be disposed of as directed by the Settlements of the said *Thomas Gordon*, and upon certain other Grounds, which Proceedings are still in dependence: And whereas the free annual Revenues of the Estate of *Georgia* in the Island of *Jamaica*, conveyed to the said Trustees by the said *Thomas Gordon* as aforesaid, and which had up to the Period of his Death been very large, became greatly reduced after his Death, and during some Years the necessary Expenditure upon the said Estate exceeded the Income arising therefrom, as appears by the Schedule (A.) hereunto annexed, and the Income and Revenues to be derived from the said Estate for the future are uncertain and precarious: And whereas in consequence of the Diminution of the Estate intended to be conveyed by the said *Thomas Gordon* as aforesaid, arising from the Causes above set forth, the said Trustees have been unable to pay the Annuities provided by his said Trust Settlements, and the same have fallen considerably into arrear, so that there was due in respect of such Arrears as at the First Day of *January* Eighteen hundred and forty-nine, the Sum of Three thousand seven hundred and ninety-six Pounds Fourteen Shillings and Two-pence, conform to Schedule (B.) hereunto annexed, and the said Annuities are now accumulating against the said Estate, and, having regard to the Ages of the respective Annuitants, are likely to continue to accumulate for many Years: And whereas in addition to the said Arrears of Annuities, the Amount of Debt already incurred and of Liabilities undertaken by the said Trustees in the Administration of the said Trust is Nine thousand seven

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hundred

hundred and eighty-five Pounds One Shilling and Eight-pence, as set forth in Schedule (C.) hereunto annexed: And whereas the total yearly Revenue of the Trust Estate at present amounts only to Two thousand eight hundred and eighteen Pounds Seventeen Shillings and Ten-pence, while the said Annuities and Provisions and the yearly Interest of the said Debt amounts to Three thousand four hundred and twenty-six Pounds Eleven Shillings and Nine-pence, as set forth in Schedule (D.) hereunto annexed, and there thus arises a yearly Deficiency of Six hundred and seven Pounds Thirteen Shillings and Eleven-pence, and this Deficiency is liable to Fluctuation and probable Increase in consequence of the Uncertainty of the Returns from the *West India* Property, which forms a considerable Portion of the Revenue of the Trust Estate: And whereas the said Lands and Estate in *Scotland* are liable to be attached and adjudged both by the Annuitants and Creditors, and Proceedings for this Purpose have already been taken by One Annuitant, and would also have been taken by other Annuitants and Creditors if the Trustees had not interposed their personal Obligations for satisfying and securing certain of the largest of these Claims, and by such Proceedings great Loss and Damage would arise and be occasioned to the Heirs entitled to succeed to the Reversion of the said *Thomas Gordon's* Estate: And whereas it is now impossible, in consequence of the Eviction of the said Lands and Estate of *Buthlaw* and *Newtyle* as aforesaid, to entail the same in manner directed by the said *Thomas Gordon*, and the Arms of *Gordon* of *Buthlaw* cannot be borne by the Parties called by him to the Succession to his said Estates as directed by his Trust Disposition and Settlement first above recited: And whereas, owing to the Causes above set forth, the Trustees have been unable to fulfil the Intention and Direction of the said *Thomas Gordon*, that they should close their Trust at the Term of *Whitsunday* One thousand eight hundred and forty-six, and convey the accumulated Rents and Proceeds of the Trust Estate to *James Wilkinson Gordon* his Son, and dispoise, convey, and make over his Landed Estates in *Scotland* and elsewhere, under the Fetters of an Entail, to the said *James Wilkinson Gordon* and the other Heirs called by the said *Thomas Gordon's* Trust Disposition and Deed of Settlement, and the said *James Wilkinson Gordon* is moreover left without any Provision whatever for his Subsistence: And whereas it has become expedient and necessary, and it will be of advantage to the said *James Wilkinson Gordon* and the other Heirs called to the Succession of the said *Thomas Gordon* as aforesaid, that Powers should be given to sell the Lands and Estate of the said *Thomas Gordon* situated in *Scotland*, and directed to be entailed as aforesaid, or such Parts thereof as may be found necessary or advisable, and, until such Sales can be effected with Advantage, to borrow Money upon the Security of the same or of any Parts thereof, for the Purpose of redeeming or otherwise providing for Payment of the said Annuities and Provisions, and paying off the Debts and Burdens which charge and affect the said Lands and Estate, and also of satisfying and paying the Charges, Expenses, and Obligations come under by the said Trustees in execution of the Trust and Duties thereof imposed upon them by the said *Thomas Gordon*, as well as the Expenses of this Act; but these Purposes cannot be effected without the Authority and Aid of Parliament: May it therefore please Your Majesty,

Majesty, upon the humble Petition of the said *James Wilkinson Gordon*, and of the said *John Leith*, *Sir Charles Bannerman*, *Patrick Bannerman*, *John Blaikie*, and *James Cumine*, the sole surviving assumed and acting Trustees of the said *Thomas Gordon*, that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act the Lands and other Subjects herein-after mentioned, and in the Schedules (E.) and (F.) hereunto annexed particularly specified, being the whole Heritable Estates in *Scotland* under the Administration of the said Trustees, and to which they have made up Titles as aforesaid, *videlicet*, all and whole the Lands called *Arthursnook* alias *Invernorth*, with all the Crofts and Lands lying South-east and South from the Road leading to the Kirk of *Rathen*, with all the Hills of *Invernorth*, as the same were lately possessed by Colonel *Patrick Ogilvy* of *Inchmartine*, thereafter by the deceased *Alexander Lord Saltoun*, and thereafter by the deceased *George Barclay* of *Cairness*, *viz.*, beginning at the Malt Barn Stripe Southward, and so going on the said Kirk Road to the *Long Causeway*, including *Marjory Anderson's* House and another little House close to the same, and so forward Westward in the said Loan till it come to the said *Alexander Lord Saltoun* his March, all lying on the South of the said Kirk Gate or Loan, as also that Part of the Moss called the *Moss of Invernorth*, as the same was formerly possessed by the said Colonel *Patrick Ogilvy* and his Tenants, and thereafter marched and possessed by the deceased *Alexander Lord Saltoun* and his Tenants, with the whole Privileges and Pertinents used and wont belonging to the same, together with the Privilege of Wairing and Wairgate to the Tenants of the said Lands upon the Shore of *Cairnbulg* by the Roads used and wont, with the Multures, Sequels, and Knaveships of the said Lands, notwithstanding that the same were formerly astricted to the Mill of *Cairnbulg*, lying within the Parish of *Rathen* and Sheriffdom of *Aberdeen*, together with the Teinds, Parsonage and Vicarage, of the said Lands, being a Fourth Part of the Lands of *Invernorth*, with the whole Houses, Biggings, Orchards, Parks, Pendicles, and universal Pertinents of the said Lands and Teind Sheaves of the same, as also all and whole that Part of the Lands of *Cairnglass* and *Cairness*, as the same were formerly possessed by the said Colonel *Patrick Ogilvy* and his Tenants after mentioned, *viz.* *Andrew* and *Robert Robertsons*, *William Lawrence*, and *William Milne*, in *Cairnglass*, with the whole Multures, Sequels, and Knaveships of the said Lands, with the Moss of *Cairnglass* and *Cairness*, with the Liberties, Privileges, Commonities, Houses, Biggings, Orchards, Parks, Pendicles, and Pertinents belonging to the same, and as the said Lands are bounded and described in the mutual Agreement betwixt the deceased *William Fraser* of *Inverallochy* and the said Colonel *Patrick Ogilvy*, of Date the Twenty-fifth Day of *January* Seventeen hundred and three, *viz.*, the said Lands of *Cairnglass* and *Cairness* having upon the North Side thereof the Water Draught coming from the Loch of *Inverallochy* down to the Mill thereof, and from thence straight downwards to the Sea, with free Power to the Tenants and Occupiers of the said Lands of *Cairnglass* and *Cairness* of Wairing on the Shore of *Inverallochy*

Lands mentioned in Schedules (E.) and (F.) vested in Trustees for Sale.

loch in all Time coming, by the Ways and Passages used and wont, lying within the Parish of *Lonmay* and Sheriffdom of *Aberdeen*, with the Teind Sheaves of the whole foresaid Lands, as for the Principal, and in special and real Warrantice of the said Lands of *Cairness*, all and whole that Part of the Mains of *Inverallochy*, some Time possessed by *George Hutchinson*, and these Two Ploughs of Land called *Bankhead*, some Time possessed by *William Reid* and *John Cardno*, lying within the Parish of *Rathen* and Sheriffdom aforesaid, so that if it should happen that the said Lands of *Cairness* or any Part thereof, or any annual Rents or yearly Feu Duties to be levied from the said principal Lands as aforesaid should be legally evicted from the said *Thomas Gordon* and his Heirs and Assignees, or if they or their Tenants and Possessors of the said Lands shall be molested or disquieted in the peaceable Possession, Occupation, and Enjoyment of the said Lands of *Cairness*, or of any Part thereof, by any legal Action or Eviction, then and in that Case the said Proprietor and his foresaids shall have Access, Regress, and Ingress to the Lands and others above mentioned, disposed in Warrantice as aforesaid, immediately after such Eviction or legal Molestation, and to the levying of the Profits, Mails, and Duties of the same, or at least to so much thereof as shall be equal to and correspond in Value and yearly Rent to the said Lands of *Cairness* principally disposed, by whatever Persons they shall happen to be so excluded or impeded, and that without any Process or Decree or Declarator whatsoever to be obtained by them concerning such Eviction or Molestation, reserving in every respect the Privilege and Liberty to the Tenants of *Inverallochy* of Wairing upon the Shore of *Cairnglass* as formerly enjoyed by the Roads and Passages used and wont, as also reserving in every respect to the Heir of the deceased *James Fraser* of *Lonmay* the Peatgate from the Moss of *Whitecairn* by the Lands of *Cairness* and *Cairnglass* to his Lands of *Lonmay*, for the Use of himself and his Tenants and Servants, in Terms of the Disposition granted by the said Colonel *Patrick Ogilvy* to the said Mr. *Fraser*, and as the same are thereby bounded and limited, as also reserving to *Thomas Gordon* of *Craigellie* and his Tenants the Mossgate to his Moss of *Whitecairn* by the Parks of *Invernorth* and *Craigellie*, and likewise Power to Mr. *Thomas Buchan* of *Cairnbulg*, Advocate, and his Tenants, of digging, winning, leading, and carrying away Feal and Divot upon the Roash of *Invernorth*, from the Gate of the House of *Francis Park* to the Gate of *Tillybracle*, and also all and whole the Town and Lands of *Lonmay*, with the Manor Place and Fishings of the same, as well in the Salt as in the Fresh Waters, with the Advocation, Donation, and Right of Patronage of the Parish and Parish Church of *Lonmay*, with the Port and Harbour of *Lonmay*, with the Mills, Miltures, Fishings, Outsets, Parts, Pendicles, Lakes, Woods, Parks, Tenants, Tenantries, and Services of free Tenants, with the whole Parts, Pendicles, and Pertinents of the whole foresaid Lands, lying within the Parish of *Lonmay* and Sheriffdom of *Aberdeen*, as also all and whole the Town and Lands of *Whitecairn*, with the Houses, Biggings, Yards, Tofts, Crofts, Mosses, Muirs, Marshes, Commonities, and Common Pasturage used and wont, Parts, Pendicles, Privileges, and Pertinents of the same whatsoever, together with the Teinds, Parsonage and Vicarage,
of

of the foresaid Lands of *White Cairns*, and the Pertinents, lying within the Barony of *Cairnbulg*, Parish of *Rathen*, and Sheriffdom of *Aberdeen* aforesaid, with full Power, Privilege, and Liberty to the Proprietor, his Heirs and Assignees whomsoever, or to their Tenants and Possessors of the said Lands of *Lonmay*, of casting their own Peats and Fuel for themselves or any of them in the Moss of *White Cairn*, and to transport and carry them to their own respective Habitations, upon Horses or any other Manner in use, by the nearest Ways and Passages, provided the same are not through Corn Ground lying in any Part of the Land formerly belonging to Colonel *Patrick Ogilvy* of *Lonmay*, and not disposed by him to the deceased Mr. *James Fraser* of *Lonmay*, without any Obstacle or Molestation whatsoever, conform to Disposition of the same granted by the said Colonel *Patrick Ogilvy*, with Consent therein mentioned, to the said deceased Mr. *James Fraser*, bearing Date the Third Day of *January* and Fourth Day of *February* Seventeen hundred and eighteen, together also with an Heritable and irredeemable Tolerance, Liberty, and Privilege to the said Proprietor and his foresaids, and their Tenants and Possessors of the haill foresaid Lands of *Lonmay* and *White Cairn*, present and to come, lying within the said Parishes of *Lonmay* and *Rathen*, of casting and winning Peats in the Moss of *Cairnlob*, formerly belonging to *William Abernethy*, thereafter to *Patrick Milne* of *Crimonmogate*, and now to the said Sir *Charles Bannerman*, and also in the other Mosses of *Cairnchinna* and *Belsalton*, also formerly belonging to the said *William Abernethy*, and lying contiguous to the said Moss of *Cairnlob*, together with the Liberty of carrying and transporting the said Peats from all or either of the foresaid Mosses through the Lands and Estate formerly belonging to the said *William Abernethy*, thereafter to the said *Patrick Milne* of *Crimonmogate*, and now to the said Sir *Charles Bannerman*, to the respective Habitations of the said Proprietor and his foresaids, their Tenants, Possessors, and Occupiers of the haill foresaid Lands, and that conform to an Heritable Deed of Tolerance granted by the said *William Abernethy* in favour of the deceased *William Moir* of *Lonmay*, his Heirs and Assignees, Proprietors of the foresaid Lands, bearing Date the Seventeenth of *April* Seventeen hundred and fifty-five, and registered in the Particular Register of Sasines kept for the Shire of *Aberdeen* of the same Date, but always with and under the Restrictions, Provisions, and Conditions particularly engrossed and inserted in the foresaid Heritable Deed of Tolerance, and which Lands of *Lonmay* are now designed as follows, *viz.*, all and haill the said Towns and Lands of *Lonmay*, with the Tower, Fortalice, and Manor Place thereof, Houses, Biggings, Yards, Orchards, Parts, Pendicles, and Pertinents thereof, comprehending the Lands of *Overtown* and *Nethertown* of *Lonmay*, the Lands of *Corskelly*, and all and haill the Town and Lands of *Savock*, with the Mill of the same called *Savock Mill*, Mill Lands, Multures, Sucken, and Sequels, and Knaveships belonging thereto, and also all and haill the Town and Lands of *Easter Cairness* and Crofts of *Quarryhill* and *Woodhead*, as Parts and Pertinents of the same, with that Piece of Ground which is overflowed and drowned with Water or Sand called *Strathbeg*, as Parts and Pertinents of the foresaid Lands, together with the Fishings belonging to the said haill Lands, as well in the salt as in the fresh Waters, with the Fish

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Boats

Boats of the same, and Fishers Crofts thereto belonging, with the Port and Harbour of *Lonmay*, together with the Advocation, Donation, and Right of Patronage of the Parish and Parish Church of *Lonmay*, with the Teind Sheaves and Teinds, Parsonage and Vicarage, of the hails foresaid Lands, and with all other Privileges, Profits, or Immunities of the same or thereto belonging, and all and sundry Houses, Biggings, Tofts, Crofts, Outsets, Insets, Muirs, Marshes, Common Pasturage, Liberties, Privileges, and Pertinents of the hails foresaid Lands used and wont, as the same were formerly occupied and possessed by the said deceased Mr. *James Fraser*, and his Predecessors and Authors, and Tenants and Possessors of the foresaid Lands, as the same are more fully bounded and described in the original Rights and Infestments of the same, all lying as aforesaid, but always with and under the Burden of such Heritable Rights of the Teinds of any of the Lands in the said Parish of *Lonmay* which were granted by *William Moir*, late of *Lonmay*, his Predecessors and Authors, to the different Proprietors thereof, and of concurring in granting such other Heritable Rights of the Teinds of the other Lands lying in the said Parish as the said *William Moir* stood bound to grant to the several Proprietors thereof, in Terms of the Decree Arbitral bearing Date the Twenty-second Day of *July* One thousand seven hundred and sixty-seven, pronounced by *George Moir* of *Scotstown*, as sole Arbiter in a Submission entered into betwixt the said *William Moir*, as Patron of the Parish of *Lonmay*, on the one Part, and *James Cumming* of *Kininmonth*, as Heritable Proprietor of the Lands of *Kininmonth*, and *Thomas Russell*, *James Shand*, *William Abernethy*, and *William Fraser*, as Heritable Proprietors of the Lands of *Blairmormonth*, lying within the said Parish of *Lonmay*, on the other Part, and with and under the Burden of the Payment of Six Bolls of Bear yearly as the Stipend allocated upon the said Lands of *Lonmay* payable to the Minister of the Parish of *Lonmay*, conform to the Decree Arbitral before mentioned, as also all and whole the Salmon Fishings and other Fishings in the Sea opposite to the Lands of *Cairnglass* which belonged to the said deceased *Thomas Gordon*, situated in the Parish of *Lonmay* and County of *Aberdeen*, with the whole Parts, Privileges, and Pertinents thereof, as also all and hails that Half Net's Salmon Fishing of the Raik and Stells upon the Water of *Dee*, with the Profits and Pertinents thereof, used and wont, lying within the Liberties of the Burgh and Sheriffdom of *Aberdeen*, which some Time pertained to *John Burnett* senior, Merchant in *Aberdeen*, and was adjudged from him and his Creditors, as also all and hails One just and equal Twelfth Part of Fourteen Sixteenth Parts of the Salmon Fishing in the Sea from the Mouth of the said River of *Dee* Northward to a Line running East from the Middle of the *Broadhill*, and on both Sides of the Mouth of the said River so far as the Town of *Aberdeen* hath Right thereto, but only so far Southward as the Heritors of the said Raik Fishing have been in use to fish for Salmon, being the Share of the said Salmon Fishing in the Sea effeiring to the said Half Net's Fishing, shall be and the same are hereby specially vested in the said *John Leith*, *Sir Charles Bannerman*, *Patrick Bannerman*, *John Blaikie*, and *James Cumine*, and the Survivors and Survivor of them, and the Heir of such Survivor, and shall be held by them

them freed and discharged of and from the Direction and Instruction contained in the said *Thomas Gordon's* Trust Disposition and Deed of Settlement, to dispoise and convey the same to the said *James Wilkinson Gordon*, and the other Heirs therein named, subject to the Fetters of a strict Entail, and whole other Burdens, Limitations, and Conditions in regard to the Destination and Enjoyment of the said Lands and Estates therein expressed, but upon Trust nevertheless and to and for the Intents and Purposes herein-after expressed and declared in relation to the same; that is to say, upon Trust that they the said *John Leith*, *Sir Charles Bannerman*, *James Cumine*, *Patrick Bannerman*, and *John Blaikie*, and the Survivors and Survivor of them, do and shall, as soon as conveniently may be, with the Consent of the said *Mrs. Barbara Hannah de Hatchko* or *Gordon* now the *Baroness De Sedaiges*, if then alive, and also of the said *James Wilkinson Gordon*, or other Heir for the Time being first entitled to succeed, in Terms of the said *Thomas Gordon's* Trust Disposition and Deed of Settlement, or the Tutors and Curators of such Heir if under Age, at the Sight and with the Approbation of the Court of Session in either of the Divisions thereof, make Sale and absolutely dispose of the whole or any Part of the said Lands and other Heritages and Subjects hereby declared to be vested in and held by them as aforesaid, either together or in Parcels, by public Auction and Sale or by private Bargain, to any Person or Persons who may be willing to become the Purchaser or Purchasers thereof, Notice being given of such intended Sale, if by public Auction, at such Times and in such Newspaper or Newspapers as the said Court of Session may appoint, and with Power to the said Trustees to adjourn the Sale or Sales, if by public Auction, from Time to Time, and that to such Time and Place as they shall see Cause, due Advertisement being made thereof previous to the Day of the adjourned Sale; and upon such Sale or Sales being effected the Price or Prices to be obtained for the Lands and other Heritages and Subjects sold shall be paid by the Purchaser or Purchasers without Fee or Reward, into one or other of the following Banks; *videlicet*, the Bank of *Scotland*, the Royal Bank of *Scotland*, the Bank of the *British Linen Company of Scotland*, the Commercial Bank of *Scotland*, the National Bank of *Scotland*, or the Exchange Bank of *Scotland*, in the Names of the said Trustees, and the Survivors and Survivor of them, and the Heir of such Survivor, or of such other Trustees as may be appointed in virtue hereof, and shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which Interest shall be annually accumulated and added to the Principal Sum or Sums, to carry Interest together, until applied by a Warrant or Warrants of the said Court for the Purposes of this Act; and the said Judges are hereby authorized to pronounce such Interlocutors or Interlocutor, and to direct and appoint all such Proceedings as to them shall appear necessary for carrying the said Sale or Sales or the other Purposes of this Act into effect.

Prices to be paid by the Purchasers into Bank.

II. And be it enacted, That the Purchaser or Purchasers of the said Lands and other Heritages and Subjects, his, her, or their Heirs or Assignees, shall, upon Payment and Consignation as aforesaid of the Price or Prices for which he, she, or they shall respectively purchase, Lands on being sold and paid for to be discharged of the Debts and

Obligations
affecting the
same.

purchase, have good and undoubted Right to the Lands and other Heritages and Subjects so to be purchased, in Fee Simple, freed and disburdened for ever from the Annuities before specified, and all other Conditions attaching to the same created by or arising out of the Trust Disposition and Deed of Settlement and other Deeds executed by the said *Thomas Gordon* as relative thereto, and from every other Incumbrance, Defect of Title, or Ground of Eviction whatever, and freed, discharged, and secured from and against all Claim, Challenge, or Ground of Eviction at the Instance of the Heirs called by the said *Thomas Gordon* to succeed to the said Lands and other Heritages and Subjects as aforesaid, or any of them; and it shall and may be lawful to and for the Trustees hereby appointed, or to be appointed in virtue hereof, to grant, execute, and deliver, under the Authority of the Court of Session in either Division thereof, if such Authority shall be considered necessary and proper, all necessary Dispositions and Conveyances, and other Deeds, Rights, and Titles, for effectually vesting the Lands and other Heritages and Subjects so to be sold in the respective Purchasers thereof, their Heirs or Assignees, freed and disburdened as aforesaid.

Application
of Prices
consigned.

III. And be it enacted, That the Price or Prices of the said Lands and others, or of such Part or Parts thereof as may be sold as aforesaid, after being consigned as aforesaid, shall be applied, under the Direction of the said Court in either Division thereof, in the first place, in defraying all necessary Charges and Expenses that may be incurred in and about applying for and obtaining this Act, and by and through the carrying the same into execution, in the second place, in paying, redeeming, or securing the said Annuities, and in Payment and Satisfaction of the Creditors of the said *Thomas Gordon* whose Debts or Claims affect or may be made to affect the said Estate, and of the Expenses, Charges, and Obligations come under by the said Trustees as aforesaid, as the respective Rights and Interests of the said Annuitants and Creditors, and the Amounts of their several Claims, and of the said Expenses, Charges, and Obligations, may be ascertained and adjusted by the said Court: Provided always, that nothing in this Act contained shall prejudice or affect, or be held or construed to prejudice or affect, in any way whatsoever, the preferable Annuity affecting the Lands and others hereby authorized to be sold in favour of the Widow of the said deceased *Thomas Gordon*, now the Baroness *De Sedaiges*; and all and every Person or Persons, upon receiving Payment of such Annuities, Debts, Claims, Expenses, or Charges, shall be obliged to execute and deliver a valid and sufficient Discharge or Discharges of his, her, or their respective Claim or Claims in favour of the said Trustees, which shall be a good and sufficient Discharge to them against any Claim at the Instance of the said *James Wilkinson Gordon*, or other Heir called to the Succession of the said Lands and others as aforesaid.

Power to
redeem An-
nuities, with
Consent of
Heir.

IV. And be it enacted, That it shall be lawful to the said Trustees, at the Sight and with the Approbation of the Court of Session as aforesaid, and if the said Court shall be satisfied that the Heirs of Entail are not to be prejudiced thereby, and also with the Consent
of

of the said *James Wilkinson Gordon* or other Heir for the Time being first entitled to succeed in Terms of the said *Thomas Gordon's* Trust Disposition and Deed of Settlement, but not otherwise, to enter into Agreements with all or any of the said Annuitants, or with any Insurance Company or Companies, for the Redemption or Purchase of the Annuities granted to the said Annuitants respectively as aforesaid, and to apply and pay to such Annuitants or Insurance Company or Companies so much of the said Price or Prices as may be necessary for the Redemption or Purchase of the said Annuities, in exchange for a valid and sufficient Discharge of such of the said Annuities as shall be so redeemed or purchased; and in the event of such Purchase or Redemption the said Trustees shall not be liable or accountable to any of the Heirs called by the said *Thomas Gordon* to his Succession as aforesaid for the Sum or Sums so applied and expended by them.

V. And be it enacted, That in case Money shall have been borrowed for the Payment or Redemption of the said Annuities, Debts, Obligations, and Expenses, by virtue of the Authority hereinafter contained, before the said Lands and other Heirities and Subjects, or any Part or Portion thereof, shall have been sold, then and in that Case the Price or Prices to be obtained for the same, after having been consigned in manner before directed, shall be applied, from Time to Time, under Direction of the said Court, towards Payment and Extinction of the Sums so to be borrowed.

If Money borrowed, Prices to be applied in extinction of Loans, &c.

VI. And be it enacted, That in case a Surplus shall remain of the Price of the Land and others so to be sold under the Authority of this Act, and Interest, after satisfying the Purposes aforesaid; the Judges of the said Court of Session in either Division thereof are hereby empowered and required to direct and order that the said Surplus shall be laid out and applied in the Purchase of other Lands, at such fair and just Price as ought to be given for the same, which Lands shall be limited and settled, under the Fetters of a strict Entail, to the same Uses and Purposes, and subject to the same Conditions, Limitations, and Provisions, in so far as the same may be found applicable, as is directed and appointed by the said *Thomas Gordon's* Trust Disposition and Deed of Settlement in regard to the Lands hereby authorized to be sold; and the Deed of Entail shall be recorded in due Form in the said Register of Tailzies for *Scotland*, by the said Trustees, for the Security of all Persons interested therein, and Infestment or Infestments shall be expedited and recorded thereon, agreeably to the Form and Practice of the Law of *Scotland*, to all which the said Court of Session shall interpose its Authority; and in the meantime and until such Lands shall be so purchased and entailed it shall be lawful to the said Trustees, if they see fit, to uplift from Bank and invest the said Surplus upon proper Securities at Interest, at the Sight and with the Approbation of the said Court of Session, and to pay the annual Interest or Produce of such Surplus, whether so uplifted or invested or remaining in Bank, to the said *James Wilkinson Gordon*, or, in the event of his Death, to such other Heir as shall be entitled to succeed as aforesaid, to and for

Surplus, if any, to be reinvested in Land.

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the proper Use of the said *James Wilkinson Gordon* or such other Heir.

Trustees may borrow, if an adequate Price cannot be immediately obtained.

VII. And be it enacted, That in case an adequate Price cannot immediately after the passing of this Act be obtained for the said Lands and others hereby authorized to be sold, and it shall be deemed expedient by the said Trustees that the Sale thereof should be postponed; then, and until such Sale or Sales can be advantageously effected, it shall and may be lawful for the said Trustees hereby appointed, or to be appointed in virtue hereof, from Time to Time, (but always with the Consent of the said *Baroness De Sedaiges*,) to borrow and take up in Loan upon the Security of the whole or any Part of the said Lands and others above described, at such Rate of Interest as may be agreed on, not exceeding Five Pounds *per Centum per Annum*, any Sum or Sums of Money which may be necessary for all or any of the Purposes aforesaid; and it shall be lawful to the said Trustees validly to secure Repayment of the Money so to be borrowed, and Interest thereof, and liquidated Penalties and Expenses, by Heritable Bonds, or Bonds and Dispositions in Security, in favour of the Person or Persons who may lend such Money, over the said Lands and others, or such Parts thereof as may be agreed on, which Bonds and Dispositions in Security shall contain Powers of Sale and all other Powers and Clauses usual in such Securities, and shall be good, valid, and effectual to the Creditor or Creditors therein, or to his, her, or their respective Heirs, Executors, Representatives, or Assignees whomsoever, and they shall have every Remedy competent by the Law of *Scotland* for Recovery of the Sums so lent, with Interest and Penalties, which is competent to any other Creditor by Heritable Bond, or Bond and Disposition in Security, secured over Lands held in Fee Simple: Provided always, that the said Trustees shall not, by concurring in and granting such Security or Securities, incur for themselves or their Representatives any Responsibility otherwise than as Trustees for the Sums so borrowed; and in the event of all or any of the Lands so conveyed in security being sold, in virtue of the Powers of Sale contained in the said Heritable Bonds, or Bonds and Dispositions in Security, the Price or Prices shall be applied in the first instance in Liquidation of the Sums so borrowed, and Interest and Penalties attaching thereto, and thereafter in manner herein-before provided for.

Money borrowed to be paid into Bank.

VIII. And be it enacted, That all Sums of Money which shall be borrowed in virtue of the Powers hereby conferred shall be paid by the Lender or Lenders thereof into one or other of the Banks before named, in the Name of the said Trustees, and shall when so paid in be applied and disposed of, along with the Interest thereof, in manner herein-before provided for; and the Receipt of the Treasurer, Manager, or other proper Officer of the Bank in which such Money shall be 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 therefor.

IX. And

IX. And be it enacted, That, notwithstanding that the said Annuities, Debts, and Obligations for Payment or Redemption of which the foresaid Powers of Sale and borrowing are granted are inserted in the Schedules hereunto annexed, the Insertion thereof in the said Schedules shall not bar or prevent the said *James Wilkinson Gordon*, or other Heir for the Time being entitled to succeed as aforesaid, or the said Trustees, from disputing or objecting to the said Annuities, Debts, and Obligations, or any of them, upon any Ground of Law or Equity, before Payment thereof as aforesaid, and shall not bar, prejudice, or affect any Questions or Actions which may have been already raised in regard thereto by the said *James Wilkinson Gordon*, or by the said Trustees.

Objections to Annuities and Debts to remain entire.

X. And be it enacted, That in the event of any Balance arising upon the Monies which may be borrowed under the Authority of this Act in consequence of any of the said Annuities, Debts, or Obligations being reduced in Amount, or held and found not to be due and payable, then such Balance shall be applied, invested, and secured in the same Manner as is appointed by this Act in regard to the Surplus of the Price or Prices of the Lands and others sold under the Authority of this Act.

Any Balance arising from Objections being sustained to be invested.

XI. And be it enacted, That so soon as the whole of the said Annuities, Debts, and Obligations shall be extinguished and paid or otherwise provided for, and the Surplus of the Price of the Lands sold in virtue of this Act shall have been invested in the Purchase of Lands in manner before directed, the said Trustees shall be bound and obliged completely and effectually to divest and denude themselves of all Right and Title in their Persons to the same, and to such of the said Lands, if any, as shall remain unsold, and to yield up the Possession and Enjoyment of the same to the said *James Wilkinson Gordon*, or other Heir for the Time being entitled to succeed, upon the Terms and Conditions and pursuant to the Directions contained in the said *Thomas Gordon's* Trust Disposition and recited Deed of Settlement.

Trustees to denude in favour of Heir, whenever Purposes of the Trust completed.

XII. And be it enacted, That if the said *John Leith*, *Sir Charles Bannerman*, *Patrick Bannerman*, *John Blaikie*, and *James Cumine*, or any of them, shall die, or be desirous of being discharged from or shall resign the said Office of Trustee, which they or any of them are hereby empowered at any Time to do, or shall become incapable to act in the Discharge of the Trusts, Powers, and Authorities hereby vested in them, at any Time before the said several Trusts, Powers, and Authorities shall have been fully performed and carried into effect, then and in any of these Events, and when and as often as the same shall happen, it shall and may be lawful to the said Court of Session in either of the Divisions thereof, and the said Court is hereby authorized and empowered, upon the Application of the Trustees surviving and continuing or the Heir of the last surviving and continuing Trustee, and in case of the Failure of the whole Trustees and the Heir of the last Survivor without other Trustees being substituted in their Room, or upon the Neglect of the Heir of the last surviving Trustee to apply to the said Court, then, upon the Application

New Trustees may be appointed, on Failure of Trustees herein named.

Application of the said *James Wilkinson Gordon* or of the Heir for the Time being first entitled to succeed under the said *Thomas Gordon's* Trust Disposition and Deed of Settlement, to appoint any other fit Person or Persons to be Trustee or Trustees for the Purposes of this Act, in the Place and Stead of the Trustees hereby appointed, or such of them or of such Trustee or Trustees so to be appointed as shall die, or be desirous to be discharged from or resign or become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given and conferred upon them or any of them, and so from Time to Time to appoint new Trustees as often as there shall be Occasion, and, whensoever any new Trustee or Trustees shall be so appointed, to order and decree that all the Money paid into Bank or invested in Securities as aforesaid in the Names of the said Trustees shall for the Purposes of this Act stand and be at the Credit of the surviving Trustees or Trustee together with such new Trustee or Trustees, or wholly of such new Trustee or Trustees, as the Case may require, and of the Survivors or Survivor of them, and the Heir of such Survivor, and upon the same 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, or such of them as may be existing at the Time and capable of taking effect; and all the Accounts, Liabilities, and Intromissions of such Trustee or Trustees so dying, or being desirous of being discharged, or being incapable to act, shall without Delay be settled with them or their Representatives by the surviving and continuing or succeeding Trustee or Trustees, at the Sight of the Court of Session in either Division thereof.

Quorum of Trustees.

XIII. And be it enacted, That the Majority of the Trustees hereby named, or of such other Trustee or Trustees as may be appointed in manner foresaid, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution and effect.

Liability of Trustees.

XIV. And be it enacted, That the Trustees by this Act nominated and appointed, or who may be nominated by the Court of Session in virtue of the Power and Authority in that respect by this Act given, their Heirs, Executors, or Administrators, shall not be charged or chargeable with or accountable for 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 that the same happen without their wilful Neglect or Default respectively, nor any of them for the other or others, but each of them for his own actual Intromissions, Neglects, or Defaults only; and that they and each of them shall, by and out of the Money coming into their Hands in virtue of this Act, be entitled, in the first place, to reimburse himself and and themselves of all Costs, Charges, and Expenses which they or any of them shall severally or respectively incur, sustain, expend, or be put unto, in any manner of way in or about the Exercise or Performance of the Trusts hereby in them reposed, or on account of any Act, Transaction, Matter, or Thing relating thereunto, in any manner of way whatsoever.

XV. And

XV. And be it enacted, That as soon as the said Trustees shall, in virtue of the Powers of this Act, have purchased the Lands and Estates hereby directed to be purchased, and entailed the same, at the Sight and with the Approbation of the said Court of Session, and caused the Deed or Deeds of Entail to be recorded, and Infestment to be taken in the said Lands, and the Instrument or Instruments of Sasine recorded, as herein-before directed, it shall be competent for the said Trustees respectively to apply by summary Petition to either Division of the said Court for a Discharge and Exoneration of their Transactions and Management respectively under the Authority of this Act; and the said Court are hereby empowered and required, after such Investigation into such Transactions and Management, and the Intromissions of the said Trustees respectively, as shall be deemed requisite, to exonerate and discharge the said Trustees respectively, and to declare them to be quit and discharged of such Transactions, Management, and Intromissions, and of all the Consequences thereof, and of all Action and Demand for and in respect of the same, for ever.

Discharge of Trustees.

XVI. And be it enacted, That if the Surplus, after fulfilling the Purposes of this Act, of the Price or Prices to be obtained for the Lands and others to be sold in virtue of the Powers herein contained, shall not exceed Two hundred Pounds, such Surplus shall be paid, by Order of the Court of Session in either Division thereof, to the said *James Wilkinson Gordon* or other Heir entitled to succeed for the Time being.

Surplus, if any, in certain Events, to be paid to Heir.

XVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, and the said Baroness *De Sedaiges*, and all the other Annuitants and Creditors on the said Estate, as well those mentioned herein and in the Schedules hereunto annexed as those who may be omitted therefrom, his, her, and their Heirs and Successors, Executors, Administrators, and Assigns, excepting the said *James Wilkinson Gordon* and the other Heirs called to the Succession of the said Estate by the said *Thomas Gordon* as aforesaid, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby authorized to be sold, or any Part thereof, 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.

General Saving.

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

Act as printed by Queen's Printers to be Evidence.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

SHOWING

AMOUNT of SUMS EXPENDED and RECEIVED, in account with the GEORGIA ESTATE, from the Death of Thomas Gordon to 1st June 1848.

		Surplus.	Deficit.
1842. June 1	Amount of Sums received for previous Year - £2,434 1 4		
	Amount of Sums expended 2,066 7 6	367 13 10	
1843. June 1	Amount of Sums received for previous Year - £3,205 18 1		
	Amount of Sums expended 3,154 2 3	51 15 10	
1844. June 1	Amount of Sums received for previous Year - £2,842 6 6		
	Amount of Sums expended 4,048 5 6	- -	1,205 19 0
1845. June 1	Amount of Sums received for previous Year - £1,299 9 10		
	Amount of Sums expended 1,798 17 5	- -	499 7 7
1846. June 1	Amount of Sums received for previous Year - £3,702 5 4		
	Amount of Sums expended 3,011 2 7	691 2 9	
1847. June 1	Amount of Sums received for previous Year - £2,019 12 6		
	Amount of Sums expended 2,235 17 9	- -	216 5 3
1848. June 1	Amount of Sums received for previous Year - £4,459 9 10		
	Amount of Sums expended 4,493 18 4	- -	34 8 6
	Amount of surplus Receipts as above - - -	- - -	1,956 0 4
	Loss arising upon Georgia Estate, as at 1st June 1848 -	- - -	£845 7 11

John Blaikie.

SCHEDULE (B.)

SHOWING

STATE of ARREARS of the ANNUITIES granted by Thomas Gordon, Esquire, and Simple Interest thereon, as at 1st January 1849.

	£	s.	d.
1. Arrears of Annuity of £1,000 to Captain John Leith	2,378	0	3
2. Ditto of Annuity of £200 to Mr. James Robertson	1,239	3	1
3. Ditto of Annuity of £20 to Joseph Percival	150	8	11
4. Ditto of Annuity of £5 to Henry Ewardine	5	10	5
5. Ditto of Annuity of £5 to Andrew Buchan	23	11	6
	<u>£3,796</u>	<u>14</u>	<u>2</u>

John Blaikie.

SCHEDULE (C.)

SHOWING

AMOUNT of DEBTS incurred by the TRUSTEES, and other Liabilities affecting the Trust Estate.

	£	s.	d.
1. Balance of Amount of Rents of Buthlaw and Newtyle, intromitted with by Mr. Gordon's Trustees, and found by Judgment of the Court of Session, affirmed by the House of Lords, to be due to Dr. William Young of Fawsyde and others, in the Action of Reduction of Declarator at their Instance against the said Trustees, as at the 30th September 1848	5,438	2	6
2. Expenses of Appeal in said Action found due to the said Dr. Young and others, computed at	1,500	0	0
3. Balance due to Messrs. Blaikie and Smith, the Factors on the Trust Estate, as at 1st June 1848	1,403	11	4
4. Balance of Acceptance for £450 by the said Trustees to the Kirk Session of Lonmay	419	0	0
5. Balance of Accounts of Business due to Messrs. Johnston, Farquhar, and Leech, Solicitors, London	816	4	4
6. Balance of Accounts of Business due to Sir C. Gordon and Co., W. S., Edinburgh	16	6	9
7. Balance of Accounts of Business due to Messrs. Martin and Ross, W. S., Edinburgh	101	16	9
	<u>9,695</u>	<u>1</u>	<u>8</u>
8. Estimated Value of Annuity of £10 to Miss Elizabeth Logie	90	0	0
	<u>£9,785</u>	<u>1</u>	<u>8</u>

John Blaikie.

SCHE-

SCHEDULE (D.)

SHOWING

YEARLY INCOME of TRUST ESTATE, and the Amount of the Annuities and yearly Interest of Debts affecting the same.

INCOME.

	£	s.	d.
1. Net Proceeds of Rents of Cairness, Invernorth, and St. Colms, as per Schedule (E.)	2,189	14	6
2. Ditto of Salmon Fishing on the Dee	129	3	4
3. Estimated probable Return from the Georgia Estate, Jamaica	500	0	0
	<hr/>		
Gross Income	£2,818	17	10

Liabie to Deductions for Repairs, Expenses of Management, &c.

EXPENDITURE.

	£	s.	d.
1. Annuity to Mrs. Gordon	1,500	0	0
2. Ditto to Captain Leith	1,000	0	0
3. Ditto to Mr. Robertson	200	0	0
4. Ditto to Joseph Percival	20	0	0
5. Ditto to Henry Ewardine	5	0	0
6. Ditto to Andrew Buchan	5	0	0
7. Ditto to Jean Kindy	10	0	0
8. Ditto to Miss Elizabeth Logie	10	0	0
9. Interest at 5 per Cent. upon £3,796 14s. 2d., being the Amount of accumulated Arrears of Annuity as shown in Schedule (B.)	191	16	9
10. Interest at 5 per Cent. upon £9,695 1s. 8d., being the Amount of Debts as shown in Schedule (C.)	484	15	0
	<hr/>		
	3,426	11	9

Leaving a yearly Deficiency of Income to meet Expenditure of

£607 13 11

John Blaikie.

SCHEDULE (E.)

SHOWING

The present YEARLY RENTAL, and the public and parochial BURDENS of the LANDS authorized to be sold, as at 5th September 1848.

Tenants.	Possessions.	Public Burdens.	Hens.	Money Rents.
		£ s. d.		£ s. d.
I. CAIRNESS.				
No. 1	John D. Milne - Woodhead -	3 15 0	—	117 10 0
"	Ditto - Field Corskelly -	- - -	—	7 0 0
2	John Smith - Hillhead -	3 2 11	—	149 7 1
"	Ditto - Corskelly -	1 4 0	—	151 0 0
3	P. Henderson - Wetnest -	0 7 8	12	20 0 0
4	John Robertson - Middlemuir -	0 15 0	—	41 10 0
5	Charles Reid - Wright -	0 3 6	—	6 0 0
"	Ditto - Part of Middlemuir -	- - -	—	8 0 0
6	Andrew Milne - Middlemuir -	0 1 0	—	2 10 0
7	Andrew Robertson - Cairnglass -	2 1 7	—	111 0 0
8	Rev. George Hagar - Cairness -	0 6 0	—	16 2 6
9	Alexander Yeats - Honeynook -	0 2 6	—	7 4 0
10	James Park - Ditto -	0 15 0	—	41 0 0
11	Robert Anderson - Quarryhill -	1 10 5	—	81 3 8
12	Crawford Noble - Savocho -	3 0 0	—	171 0 0
13	Rev. Ch. Gibbon - Lonmay -	1 12 2	—	90 16 0
14	Thomas Marr - Nethertown -	2 13 3	6	141 17 0
15	George Milne - Overtown -	2 3 0	6	114 17 3
16	Charles Clark - Middleton -	0 17 4	—	46 5 0
17	Alexander Gow - Mosstown -	0 19 10	—	53 0 0
18	John Milne - Woodhead -	0 2 0	6	5 0 0
19	George Greig - Croft -	0 2 7	—	7 0 0
20	John Jaffray - Cooper's ditto -	0 4 6	—	12 0 0
21	Charles Rennie - Blacksmith's ditto -	0 2 6	—	6 10 0
22	Widow Joiner - Croft Lonmay -	0 1 6	—	4 0 0
23	John Birnie - Ditto -	0 1 1	—	3 0 0
24	John Willox - Carrier's ditto -	0 2 3	—	6 0 0
25	Thomas Hadden - Belman's ditto -	0 1 2	—	3 3 0
26	George Henderson - Mason's ditto -	0 3 3	—	10 0 0
27	Alexander Morice - Croft -	0 1 1	—	2 17 0
28	Andrew Pyper - Savocho -	0 3 0	—	8 0 0
29	William Calder - Ditto -	0 1 10	—	6 0 0
30	William Mitchell - Ditto -	0 3 4	—	9 0 0
31	John Park - Croft -	0 1 7	—	4 4 0
32	William Willox - Ditto -	0 0 9	—	2 2 0
33	Alexander Elrick - Ditto -	0 0 11	—	2 10 0
34	Robert Duncan - Ditto -	0 0 11	—	2 10 0
35	Alexander Charles - Ditto -	0 0 11	—	2 10 0
36	Peter Jack - Ditto -	0 2 3	—	6 0 0
37	Thomas Greig - Ditto -	0 2 7	—	7 0 0
38	Widow Arthur - St. Comb's -	0 0 4	—	1 0 0
39	Widow Gibson - Croft -	0 0 9	—	2 0 0
40	Janet Willox - House -	0 0 4	—	1 0 0

[Private.]

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Tenants.		Possessions.		Public Burdens.			Hens.	Money Rents.		
No.				£	s.	d.		£	s.	d.
41	George Morice - -	Croft - -	- -	0	1	1	—	3	16	3
"	Ditto - -	Addition - -	- -	0	0	0	—	0	5	0
42	John Morrice - -	Moss Croft - -	- -	0	0	7	—	1	10	0
43	William Simpson - -	Boatlea - -	- -	0	0	0	—	0	15	0
44	George Morrice - -	Market - -	- -	0	0	0	—	2	0	0
45	Sophy Smith - -	Croft - -	- -	0	0	9	—	2	0	0
46	P. Taylor - -	Observatory - -	- -	0	0	0	—	1	10	0
47	George Reid - -	½ Gardener's House - -	- -	0	0	0	—	1	10	0
48	James Birnie - -	Old ditto - -	- -	0	0	0	—	1	0	0
49	Alexander Morrison - -	½ ditto - -	- -	0	0	0	—	0	15	0
50	Alex. Morrice, Merchant	Croft - -	- -	0	3	9	—	10	0	0
				27	17	10	30	1,515	9	9
Add, Grain Rent payable by Mr. J. D. Milne, on the Average of the last Three Years - - - -				-	-	-	-	110	0	0
Hens at 1s. each - - - -				-	-	-	-	1	10	0
Tenants Proportion of public Burdens - - - -				-	-	-	-	27	17	10
Grass Parks at Cairness, as at present let - - - -				-	-	-	-	298	3	6
								1,953	1	1
Deduct total public and parochial Burdens - - - - say				-	-	-	-	170	0	0
								1,783	1	1
II. INVERNORTH.										
1	John Mackay - -	Moss-side - -	- -	1	12	0	—	130	0	0
2	William Morgan - -	Causewayhill - -	- -	1	0	0	10	73	0	0
3	William Farquhar - -	Whitecairns - -	- -	0	15	0	—	54	10	0
4	William Stewart - -	Parkside - -	- -	0	6	0	—	26	0	0
5	William Bervie - -	Croft - -	- -	0	1	1½	—	4	10	0
6	John Davie - -	Clochsters - -	- -	0	3	4½	—	12	10	0
7	Smith and Robertson - -	Smithy Croft - -	- -	0	7	6	—	30	0	0
8	George Morgan - -	Croft - -	- -	0	2	2	—	8	0	0
9	William M'Kessack - -	Invernorth - -	- -	0	2	9	—	10	0	0
10	John Third - -	Ditto - -	- -	0	0	9	—	3	0	0
11	John Donald - -	Ditto - -	- -	0	0	9	—	3	0	0
12	Alexander Henderson - -	Muirybrae - -	- -	0	1	6	—	6	0	0
13	Deacons of Free Church	- -	- -	0	0	6	—	1	10	0
				4	13	5	10	362	0	0
Hens at 1s. each - - - -				-	-	-	-	0	10	0
Tenants Proportion of public Burdens - - - -				-	-	-	-	4	13	5
								367	3	5
Deduct total public Burdens - - - -				-	-	-	-	40	0	0
								327	3	5

ST. COMB'S VILLAGE.				£	s.	d.
Amount of Rents payable by Fishermen of St. Comb's Village -				79	10	0
ABSTRACT.						
I.	Free Rents of Cairness, as above	-	-	-	1,783	1 1
II.	Ditto of Invernorth	-	-	-	327	3 5
III.	Ditto of St. Comb's Village	-	-	-	79	10 0
				£	2,189	14 6

John Blaikie.

SCHEDULE (F.)

Salmon Fishings in the River Dee, at present let to Aberdeen Salmon Company, yielding a yearly Return upon the Average of the last Seven Years of £129 3s. 4d.

John Blaikie.

LONDON :

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Printers to the Queen's most Excellent Majesty. 1849.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5800 S. UNIVERSITY AVENUE
CHICAGO, ILLINOIS 60637

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TO
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