



ANNO DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 6.

An Act to enable the Trustees of the Right Honourable *James Earl of Fife* deceased to sell and convey the Estate of *Balmoral* in the County of *Aberdeen* to His Royal Highness Prince *Albert of Saxe Coburg and Gotha*, and to grant Feus of Parts of the Estates vested in them.

[17th June 1852.]

WHEREAS the Right Honourable *James Earl of Fife* deceased (herein-after called the "Granter"), by a Deed of Taillie, dated the Seventh Day of *December* One thousand seven hundred and eighty-nine, and duly registered in the Register of Taillies the Eighteenth Day of *November* One thousand seven hundred and ninety-one, and in the Books of Council and Session the Thirty-first Day of *January* One thousand eight hundred and twenty-eight, on the Narrative and for the Causes and Considerations therein specified, did, with and under the Conditions, Limitations, Clauses irritant and resolute, Provisions, Reservations, and Declarations therein-after written, give, grant, and dispone, heritably and irre-

First Deed of Entail by James Earl of Fife, dated 7th December 1789.

[Private.]

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deemably, to himself and the Heirs Male of his Body, whom failing to his other Heirs of Tailie therein-after mentioned, all and sundry the Lands, Baronies, Milns, Fishings, Teinds, and others therein specified, in which Lands and others therein mentioned he bound and obliged himself and his Heirs and Successors to infest and seise himself and the Heirs Male of his Body, and the other Heirs and Substitutes therein-after specified, in manner therein mentioned, and granted Procuratory for resigning, and thereby resigned, surrendered, upgave and overgave, all and whole the Lands, Baronies, Milns, Teinds, Fishings, and others therein-before particularly and generally dispoed and described, and there held as repeated *brevitatis causâ*, with all Right, Title, and Interest which he the Granter had or could pretend thereto or to any Part or Portion thereof, in the Hands of his immediate lawful Superiors of the same or their Commissioners in their Names, or any others having Right and Power for the Time to receive Resignations thereof, and to grant new Infestments thereupon in favours of and for new Infestments of the said whole Lands and others therein-before mentioned to be made, given, and granted to himself and the Heirs Male of his Body, whom failing to the now deceased *Alexander Duff* of *Echt*, eldest Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *George Duff* of *Milton*, Second Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Ludovic Duff*, Third Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Arthur Duff* of *Orton*, the Fourth Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Alexander Duff* of *Hatton*, eldest lawful Son of the then deceased *John Duff*, formerly of *Drumblair*, thereafter of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *Patrick Duff*, Second lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *Andrew Duff*, Third lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *William Duff*, Fourth lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, (which said *George Duff* of *Miltown* died leaving an only Son, the now deceased Major *George Duff* of *Miltown*, who died without leaving any Heirs Male of his Body, and which said *Ludovic Duff*, *Arthur Duff* of *Orton*, *Alexander Duff* of *Hatton*, *Patrick Duff*, *Andrew Duff*, and *William Duff*, all died without leaving any Heirs Male of their Bodies,) whom failing to *Garden Duff*, Fifth lawful Son then in Life of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the respective Heirs and Substitutes of Entail therein-after named and designated, heritably and irredeemably, in due and competent Form, but with and under the Conditions, Limitations, Exceptions, Clauses irritant and resolute, Provisions, Reservations, and Declarations therein-after

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therein-after written ; and it was thereby, amongst other things, provided, that the said Heirs Male of the Body of the Granter, and whole other Heirs of Taillie and Substitutes therein-before mentioned, who should, in virtue of the Deed of Entail now in recital, be in the Right of the said Lands at the Time, should have full Power and Liberty to grant small Feus of any Parts or Portions of the said Lands and others to Artificers, Fishers, and trading Persons, for Houses and Yards, for their Accommodation in carrying on Trade and Manufactures, and that to the Extent of One thousand four hundred and forty Square Ells for each Feu, and the Feu Duty not to be under One Pound Sterling, payable to the Granter and his Heirs of Entail and others therein-before specified at *Martinmas* yearly, doubling the same at the Entry of each Heir thereto, and for Payment of One full Year's Rent of the Ground and of the Houses and others that should be thereon built at the Entry of every singular Successor, and the Inhabitants to grind all their Corn and Malt at the Granter's next adjacent Mills, and pay the usual Insucken, Multure, and Mill Dues for the same, and to be subject to the Granter's Courts of the Barony, and relieve the Granter and his foresaids of all Cess and Burdens affecting the Grounds feued, and the Rights and Charters to contain also an express Condition that when any of the Proprietors of the aforesaid Feus were to alienate the same they should be holden and obliged to make Offer thereof to and prefer the Heir of Taillie in possession of the said Lands and others for the Time to the Purchase of the same, he or she paying the same Price therefor that others would, and that any Sale made thereof contrary to the said Condition should not only be void and null, but also the Property of the said Lands should thereupon again return and pertain and belong to the said Heirs of Taillie, in the same Manner as if no Feu thereof had ever been granted, and that without Declarator, any Law or Practice to the contrary notwithstanding, and that the Feuars should only have a Privilege of taking Stones out of the Quarries, and Firing out of the Mosses of the Estate and Barony in which their Feus should lie, for the particular Use and Accommodation allenary of the Possessors of the said Feus, and for no other Purpose whatsoever, and to be subject to such Regulations and Restrictions as should be thought necessary to be made by the said Heirs of Entail from Time to Time for the Preservation of the said Mosses and Quarries, and to prevent the Waste and Abuse thereof, for the Benefit of all concerned; excepting always and declaring, nevertheless, that it should be nowise lawful to nor in the Power of the Heirs Male of his (the Granter's) Body, nor of the Heirs of Taillie and Substitutes therein-before mentioned, to grant any Feu of the Mansion House and Manor Place of *Innes House*, nor of the Office-houses, Gardens, Policies, Woods, Parks, and Enclosures thereto belonging or adjacent to the same, nor to feu any Parts of the Lands therein-before mentioned within View of *Duff House*, and in general
not

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Second
Deed of En-
tail, dated
29th Ja-
nuary 1800.

not to feu any other of the Mansion Houses and Manor Places at which the foresaid Heirs of Taillie or their Families should be in use to reside, or of the Office-houses, Gardens, Policies, and Enclosures thereto belonging; and the usual Powers of Revocation and Alteration were thereby reserved: And whereas the said *James Earl of Fife*, the Granter, executed a Second Deed of Taillie, dated the Twenty-ninth Day of *January* One thousand eight hundred, and duly registered in the Register of Taillies the Thirtieth Day of *June* One thousand eight hundred and thirty-one, and in the Books of Council and Session the Twelfth Day of *January* One thousand eight hundred and thirty-three, of the Lands, Baronies, Milns, Fishings, Teinds, and others therein specified, including, amongst other Lands, all and hail the Daugh of Land of *Balmoral*, comprehending the Main and Manor Place of *Balmoral*, *Balninach*, *Balnakyle*, the *Smiddycroft*, the Town and Lands of *Invergelder*, with the Miln thereof, astricted Miltures, Sucken, Sequels, and Knaveships of the samen, the Towns and Lands of *Garn-madies*, *Riechyle*, and *Riechories*, with Houses, Biggings, Yards, Orchyards, Birkwoods, Fishings upon the Water of *Dee*, Shealings, Grazings, Gleanings, Pasturages, Mosses, Muirs, Meadows, and hail Parts, Pendicles, and universal Pertinents of the said Daugh Lands, all lying within the Parochine of *Crathie*, Earldom of *Mar*, and Sheriffdom of *Aberdeen*, with the Teinds of the said Lands, both Great and Small, Parsonage and Vicarage, all which Lands, Baronies, Milns, Fishings, Teinds, and others were, by the said Deed of Entail of the Twenty-ninth Day of *January* One thousand eight hundred, settled and entailed upon the same Series of Heirs and Substitutes of Entail as are hereinbefore mentioned to have been called to succeed by the said first-recited Deed of Entail of the Seventh Day of *December* One thousand seven hundred and eighty-nine (except the said *Alexander Duff of Hatton*, who had died previously to the Execution of the said Second Deed of Entail, and except also *Adam Duff*, Merchant in *Aberdeen*, who is not included in the Destination), whom failing upon the respective Heirs and Substitutes therein-after named and designated, and with and under the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute, as are therein contained; excepting, further, that in the Power of feuing the minimum Feu Duty is fixed at Ten Shillings Sterling, instead of One Pound Sterling, as in the First Deed of Entail, and that that Power is likewise restricted as regards the Mansion and Manor Place of *Delgaty*: And whereas the said *James Earl of Fife*, the Granter, executed a Third Deed of Taillie, dated the Eighteenth Day of *November* One thousand eight hundred and one, and duly registered in the Register of Taillies the said Thirtieth Day of *June* One thousand eight hundred and thirty-one, and in the Books of Council and Session the said Twelfth Day of *January* One thousand eight hundred and thirty-three, of the Lands and others therein specified, which were thereby settled and entailed upon the

Third Deed
of Entail,
dated 18th
November
1801.

same

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same Series of Heirs and Substitutes of Entail as are herein-before mentioned to have been called to succeed by the said first-recited Deed of Entail of the Seventh Day of *December* One thousand seven hundred and eighty-nine (except the said *Alexander Duff* of *Hatton*, and the said *Patrick Duff* and *William Duff*, who had all died previously to the Execution of the said Third Deed of Entail, and except also *James Duff*, Third Son of Admiral *Robert Duff* of *Fetteresso*, and the said *Adam Duff*, Merchant in *Aberdeen*, who are not included in the Destination), whom failing upon the respective Heirs and Substitutes of Entail therein-after named and designated, and with and under the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute, as are therein contained; excepting that in the Power of feuing the minimum Feu Duty is fixed at Ten Shillings Sterling, instead of One Pound Sterling, as in the said First Deed of Entail, and that the same is restricted in so far as regards the Mansion and Manor Place of *Leuchars*: And whereas the said *James Earl of Fife*, the Granter, by a Trust Disposition and Settlement dated the Twenty-eighth day of *November* One thousand eight hundred and one, and recorded in the Books of Council and Session the Ninth Day of *August* One thousand eight hundred and fourteen, upon the Narrative that he had executed the Three said Deeds of Entail of the Lands and others therein specified to and in favour of himself and the respective Heirs and Substitutes of Entail therein mentioned, with and under the several Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute, therein engrossed, and that he might purchase other Lands and Heritable Property previous to his Death, all which he was resolved to settle and convey, by another Deed or Deeds of Entail to be thereafter executed by him, upon the Series of Heirs and Substitutes to be therein contained, and that he was extremely desirous by every Means in his Power to preserve the whole Lands, Estates, and Property specified and contained in the said Deeds of Entail, and in any other Deed or Deeds of Entail to be thereafter executed by him, in the Order of Succession established by the said Deeds of Entail, and to prevent their being carried off for Payment of any Debts and Obligations that might be resting and owing or pretable by him at the Time of his Death, as well as to fulfil and carry into effect his other Views and Intentions therein-after expressed, and that being resolved for those Purposes to make Provisions for the Payment and Fulfilment of his said Debts and Obligations, and to lay down a proper Plan for the Management and Administration of his said Estates and Property during a certain Period of Time after his Death, as therein-after recited, did therefore declare it to be his Intention that the whole Debts already contracted or to be contracted by him, and his Funeral Expenses, as well as all Donations, Legacies,

Trust Disposition and Settlement by the said Earl, dated 28th November 1801.

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and other Obligations already granted and prestable or to be thereafter made and granted or prestable by him, or which might be resting unpaid and incumbent on him at the Time of his Death, should be wholly paid and discharged out of the Rents, Produce, and Casualties of the Lands, Estates, and others therein described, and from the Price, Value, and Proceeds of any other Heritable and Moveable Subjects, Effects, and Executry belonging to him at the Time of his Death, in consequence of the Disposition and Assignation thereto, and Nomination of Executors therein contained, and that for the Purpose of carrying into effect his Inclinations and Intentions aforesaid he was determined to vest his whole Lands, Estates, and Property particularly therein described, as well as the whole other Heritable and Moveable Estate and Effects of every kind belonging to him at his Death, together with other Property therein specified, in the Persons therein named as Trustees or Trustee, in trust for the Ends, Uses, and Purposes, with the Powers, and under the Conditions and Provisions therein engrossed; and he thereby gave, granted, and disposed from him, his Heirs and Successors, to and in favour of the said Honourable *Arthur Duff*, then of *Orton*, *Thomas Wharton* Esquire, then One of the Commissioners of Excise for *Scotland*, Lieutenant General *Sir James Duff*, then Colonel of the Fiftieth Regiment of Foot, (all since deceased,) *Richard Wharton Duff* Esquire, now of *Orton*, therein named and designed *Richard Wharton* Esquire, lawful Son of the said *Thomas Wharton*, *Alexander Stronach* of *Knock*, *Stewart Souter* of *Melrose* his (the Granter's) Factor, and *Adam Duff*, Advocate in *Edinburgh*, Son of the then late Admiral *Robert Duff* of *Logie*, (which said *Alexander Stronach*, *Stewart Souter*, and *Adam Duff*, are all since deceased,) and to such other Person or Persons as should be named and appointed in any Deed to be thereafter executed by him at any Time of his Life or even on Death-bed, or as should be assumed by his said Trustees above named, in manner therein-after mentioned, and to the Survivors or Survivor of the said Trustees who should accept of the said Trust, whom failing to the nearest Heir Male of the said surviving Trustee as should be major and residing in *Britain* at the Time, as Trustees or Trustee, but in trust always for the Ends, Uses, and Purposes, with the Powers, and under the Conditions and Provisions therein expressed, allénarly and no otherwise, all and whole the Lands, Baronies, and other Heritable Subjects and Estates therein particularly described (being the Lands and others comprised in the said Three several Deeds of Entail, and including the Lands of *Balmoral*), as also all other Lands and Heritages, Tenements, and Hereditaments whatsoever then pertaining and belonging or which should pertain and belong to him the Granter at the Time of his Decease, together with all his Moveable Estate and Effects of every Kind and Denomination, as therein more particularly described, with certain Exceptions therein

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therein mentioned; and he thereby nominated and appointed the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, to be his sole Executors or Executor, and Intromitters or Intromitter with his Personal Estate and Effects, thereby debarring all others from that Office, but in trust always for the Ends, Uses, and Purposes, and with the Powers and under the Conditions and Provisions therein expressed, allenary and no otherwise; and it was thereby specially provided and declared, that in case there should be Three or more accepting Trustees, any Two of them should be a Quorum, and every Act and Deed done by such Quorum should be as valid and effectual as if done by the said whole Trustees, and when the said Trustees were reduced to One in Number, the said One surviving and accepting Trustee should have the same Rights, Powers, and Authority thereby vested in him as were granted by the said Trust Disposition to the said whole Trustees and Quorum foresaid; and further with Power to a Majority of the said accepting Trustees thereby named, and the Survivors or Survivor of them, to name and assume, after the Death of the Granter, such Person or Persons as they should think proper to be Trustees for the Purposes therein mentioned, alongst with them, or after their or his Decease, as they or he should judge expedient, declaring that the Person or Persons to be so assumed should have the same Powers of acting in every Part of the said Trust as the Trustees therein named had, or as if the Person or Persons to be assumed had been therein named and designed Trustee by the Granter himself; and it was thereby provided and declared, that the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should immediately after the Death of the Granter enter upon and take up the Possession and Management of his said Estates and Affairs, and should complete such Titles in their Persons as might be necessary for enabling them or him to execute the said Trust according to the true Intent and Meaning thereof; and after providing for the Continuance of the said Trust at all events during the whole Lifetime of the said Sir *James Duff*, or, in the event of his Death before the Purposes of the said Trust were carried into effect, during the Space of Two Years from and after the Period of all the said Debts and Obligations, Funeral Charges, Legacies and Donations, and whole Purposes of the Trust of every kind being fully cleared, extinguished, and fulfilled, in pursuance of the said Trust Disposition and Settlement, the Granter thereby superseded and suspended all Right, Title, and Interest whatsoever competent to the Heirs and Substitutes of Entail called or to be called to succeed to him in the said Lands, Estates, and Property therein described, by virtue of the said Deeds of Entail, and any other Deed or Deeds of Entail to be thereafter executed by him, for and during the whole Period of Subsistence of the said
Trust

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Trust as above expressed, declaring that the whole Rents, Maills, Profits, Casualties, and Issues of the said Lands, Estates, and Property should during the foresaid Space exclusively belong to and be intromitted with by his said Trustees or Trustee surviving and accepting as aforesaid, whom failing to and by such Heir Male of the surviving Trustee as aforesaid; and it was thereby provided and declared, that the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should be entitled, immediately after the Death of the Granter, to uplift, receive, and discharge the said Rents, Maills, and Duties of his said whole Lands, Estates, and Property thereby disposed, and all Arrears of the same falling due and incurred or to fall due and be incurred during the Subsistence of the said Trust as aforesaid, and with Power to enter Vassals for such Compositions and for such Conversion of Services as the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should think fit, and to output and input Tenants, prosecute Warnings and Removings, to grant Tacks for the Period permitted by the said Deeds of Entail, without accepting of any Grassums, and not under the former Rental, if such could possibly be had at the Time, as also to pursue and defend in all Actions concerning his Estate and Affairs, to enter into Transactions, References, or Submissions in all debateable Matters, and in general to do every thing necessary for the Administration and Management of his Affairs that are in use to be done in the like Cases; and after providing for the Sale of certain Portions of the Granter's Property, and giving Power for the Conversion of his whole Heritable and Moveable Property into Cash, and for the Application of the Produce of such Sale and Conversion, and of the Rents of the said Lands and Estates therein-before disposed, in Payment of his Debts, Legacies, and the Expenses of the Trust, and a certain Annuity therein mentioned, and providing that the said Trustees were by no means to be tied down in the Application of the Trust Funds to be made by them to the exact Order of Appropriation therein-before specified, but always in such Way and Manner only as they should think most proper under existing Circumstances, it was thereby expressly provided and declared, that if the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should in the course of their or his Management of the Affairs of the Granter think it expedient or necessary to borrow any Sums of Money for answering the Demands that might be made upon his Estate, and for executing the Purposes of the said Trust, they and he were thereby specially authorized and empowered to borrow such Sums of Money as they or he should judge requisite for those Purposes, and to grant Bonds therefor, either personally, or heritably over the said Lands and Estates thereby conveyed, or such Part thereof as they or he should think proper, declaring that

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the Lenders should not be concerned with the Application of the Money so borrowed, but that the Bonds to be granted by the said Trustees or Trustee should be equally effectual, and be afterwards extinguished from the Rents and Issues of his said Lands and Estates thereby disposed, in like Way and Manner as if the same had been granted by himself; and it was also by the said Trust Disposition and Settlement expressly declared, that after the Completion of the whole other Purposes of the Trust, as therein above detailed, the whole Rents, Mails, and Duties of the said Lands and Estates thereby disposed, to be uplifted and intromitted with by the said Trustees or Trustee, and also any other Funds or Effects afterwards coming into their or his Hands, should, after Deduction and Allowance as aforesaid, be applied and appropriated from Time to Time during the Subsistence of the said Trust, according to the Discretion of the said Trustees or Trustee, either in the Purchase and Acquirement of Lands situated commodious and convenient to any Part of the Lands and Estates thereby disposed, or to any other Part of the Family Estates, as the said Trustees or Trustee should judge most advantageous, or, on the other hand, in carrying forward what had always been the Granter's great Object through Life, the Cultivation of Waste Lands situated in any Part of the Estates thereby conveyed, either by Agriculture or by Plantations, or both, according to the Discretion and Prudence of the said Trustees or Trustee, but providing always that in the event of the Purchase of Lands the same should be settled and entailed in the firmest Manner upon the same Series of Heirs and Substitutes of Entail as were called to succeed to the Granter by the Deeds of Entail above mentioned, or might be called to succeed to him by any other Deed of Entail to be thereafter executed by him, and with and under the same Provisions, Conditions, Limitations, and Clauses prohibitory, irritant, and resolute as are therein contained, allenary and no otherwise; and it was further thereby specially provided and declared, that upon the Expiry and Termination of the said Trust as therein mentioned the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should be obliged to yield and give up the Possession of the said Lands and Estates thereby conveyed, and also of any other Lands to be acquired and purchased in pursuance of the Powers given to that Effect, as therein-before expressed, to the Heir of Entail who if there had been no Trust Right would have been entitled to assume the Possession of the said Lands and Estates, and to denude thereof in favour of the same Series of Heirs and Substitutes, and under the same Provisions, Conditions, Limitations, Clauses prohibitory, irritant, and resolute, as are contained in the said Deeds of Entail, or in any other Deed or Deeds of Entail to be thereafter executed, as therein-before mentioned, and the usual Powers of Revocation and Alteration were thereby reserved:

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Deed of
Alteration,
dated 17th
April 1802.

Deed of De-
claration and
Obligation,
dated 7th
August
1802.

And whereas the said *James Earl of Fife*, the Granter, by a Deed of Alteration dated the Seventeenth Day of *April* One thousand eight hundred and two, and recorded in the Books of Council and Session on the Ninth Day of *August* One thousand eight hundred and fourteen, on the Narrative and for the Considerations therein mentioned, revoked the Appointment of the said *Adam Duff* and the said *Alexander Stronach* as Trustees of his said Disposition and Settlement, and provided that the Number of acting Trustees under the same should never exceed Five: And whereas the said *James Earl of Fife*, the Granter, by a Deed of Declaration and Obligation dated the Seventh Day of *August* One thousand eight hundred and two, and recorded in the Books of Council and Session on the said Ninth Day of *August* One thousand eight hundred and fourteen, upon the Narrative of his said Trust Disposition and Settlement, and Deed of Alteration thereof, before mentioned, and in further Exercise of the Power of Alteration reserved to him, testified, acknowledged, and declared that the foresaid Trust Disposition and Settlement executed by him as above mentioned, and the whole Clauses, Obligations, Provisions, Powers, Stipulations, Conditions, and Declarations therein conceived, should, in addition to the foresaid Periods of Endurance therein specified, remain, subsist, and be effectual to and for all the Ends, Uses, Intents, and Purposes therein expressed during the whole Lifetime of *James* now Earl of *Fife* (therein designed *James Duff*, Nephew of the Granter, and Son of the said Honourable *Alexander Duff of Echt*), in the event of his (the said *James* now Earl of *Fife*) surviving him, and succeeding to the other entailed Estates and Property (independent of those specified and described in the said Trust Disposition and Settlement) by and in virtue of the Deeds of Entail executed by the deceased *William Earl of Fife*, Father of the Granter, and he thereby secluded and debarred the said *James* now Earl of *Fife* from ever succeeding to or holding Possession of the whole or any Part of the Lands, Estates, and Property belonging to him the Granter, and described in the foresaid Trust Disposition and Settlement, by virtue of the said Deeds of Entail, or any other Deed or Writing whatsoever executed or to be thereafter executed by him the Granter, calling the said *James* now Earl of *Fife* to the said Succession in any manner of way, all which Deeds of Entail executed or to be executed by him, with all Right, Title, and Interest whatsoever competent to the said *James* now Earl of *Fife* or the Heirs and Substitutes of Entail, were thereby declared to be also superseded and suspended and rendered ineffectual during the whole Lifetime of the said *James* now Earl of *Fife* accordingly; and further, the Granter thereby gave, granted, and conferred to and upon the said Trustees or Trustee named and appointed by him in the foresaid Trust Disposition and Settlement (but under the Revocation expressed in the Deed of Alteration executed by him as above mentioned), surviving and accepting as afore-

said,

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said, whom failing to and upon such Heir Male of the surviving Trustee as aforesaid, all and whatsoever further Powers and Authority which might be essential, requisite, and necessary for their and his remaining fully vested in the said Lands, Estates, and Property therein described, and for continuing and preserving the said Trust thereby created entire and undiminished in their and his Persons or Person, to and for the Ends, Uses, Intents, and Purposes therein expressed, during the whole Lifetime of the said *James* now Earl of *Fife*, in addition to the Periods of Endurance therein and before specified, and that equally and effectually, and in the same Manner as if the said Trust, and the Provisions and Stipulations thereof, had been declared to subsist and remain effectual and obligatory during the Lifetime of the said *James* now Earl of *Fife* in the foresaid Trust Disposition and Settlement itself, and he thereby bound and obliged himself, his Heirs and Successors, to make, grant, subscribe, and deliver to and in favour of his said Trustees or Trustee surviving and accepting as aforesaid, whom failing to and in favour of such Heir Male of the surviving Trustee as aforesaid, all Writs and Deeds which might be requisite and necessary for carrying his said Intention into full and complete Effect, to all Intents and Purposes whatever, and he thereby declared that the said Deed of Declaration and Obligation should have reference to and be held to make a Part of or an Addition to the said Trust Disposition and Settlement: And whereas the said *James* Earl of *Fife*, the Granter, by a Deed of Alteration and Nomination, dated the Twentieth Day of *January* One thousand eight hundred and six, and recorded in the Books of Council and Session on the said Ninth Day of *August* One thousand eight hundred and fourteen, upon the Narrative of the Death of the said Honourable *Arthur Duff*, and upon the further Narrative and for the Considerations therein mentioned, revoked and annulled the said Deed of Alteration of the Seventeenth Day of *April* One thousand eight hundred and two, in so far as it limited the Number of Trustees to Five, and re-appointed the said *Alexander Stronach* a Trustee under the said Disposition and Settlement, and also nominated and appointed *Alexander Duff* Esquire, of *Mayen*, to be a Trustee under the same, in the Room of the said deceased *Arthur Duff*: And whereas the said *James* Earl of *Fife*, the Granter, by a holograph Letter and Directions addressed to his said Trustees, and dated the Twenty-third Day of *November* One thousand eight hundred and five, gave certain further Directions relating to the Management of Parts of his said Estates, but not affecting any of the Trusts herein-before recited: And whereas the said *James* Earl of *Fife*, the Granter, died on or about the Twenty-fourth Day of *January* One thousand eight hundred and nine, without having revoked or altered the said Deeds of Entail, and without having revoked or altered the said Trust Deed and Settlement of the Twenty-eighth Day of *November* One thousand eight hundred and

Deed of
Alteration
and Nomination,
dated 20th
January
1806.

Holograph
Letter and
Directions,
dated 23d
November
1805.

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and one, save as herein-before is mentioned, and leaving his Brother the said Honourable *Alexander Duff* him surviving: And whereas the said Honourable *Alexander Duff*, who became upon the Death of his said Brother Earl of *Fife*, died on or about the Seventeenth Day of *April* One thousand eight hundred and eleven, leaving Two Sons, *videlicet*, the said *James Duff* (now Earl of *Fife*) and *Alexander Duff* (afterwards General the Honourable Sir *Alexander Duff*), him surviving: And whereas the said Sir *Alexander Duff*, who was presumptively the Heir first entitled to succeed to the said Lands and Estates upon the Expiration of the said Trust, died on the Twenty-first Day of *March* One thousand eight hundred and fifty-one, leaving *James Duff* Esquire, Member of Parliament for the County of *Banff*, his eldest Son, him surviving: And whereas the said *Thomas Wharton*, *Alexander Stronach*, and *Alexander Duff* of *Mayen* all died without ever having acted in or accepted of the Trust under the said Trust Disposition and Settlement and relative Deeds: And whereas, after the Death of the said *James Earl of Fife*, the Granter, and after the Termination of certain Law Suits regarding his Settlements, by which, in the Year One thousand eight hundred and twenty-six, the Deeds herein-before mentioned were ascertained to be the Deeds regulating the Disposal of his Estates, the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, the then surviving Trustees nominated and appointed as aforesaid, entered upon the Possession and Management of the whole Lands and Estates thereby conveyed in trust as aforesaid, and made up Titles thereto, and were duly infeft therein (except certain small and unimportant Parts thereof) as Trustees under the said Trust Disposition and Settlement and relative Deeds: And whereas the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, being the then surviving Trustees, did, in exercise of the Power of assuming new Trustees contained in the said Trust Disposition and Settlement, by Deed of Assumption and Conveyance, dated the Thirtieth Day of *August* and Sixteenth Day of *September* One thousand eight hundred and thirty-one, assume, nominate, and appoint the said now deceased Sir *Alexander Duff*, *James Souter*, Writer to the Signet, and the also now deceased *James Duff* Esquire, Son of the said Sir *James Duff*, to be Trustees under the said Trust Disposition and Settlement and relative Deeds, along with them the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees: And whereas in consequence of the Death of the said *James Duff*, Son of the said Sir *James Duff*, in the Year One thousand eight hundred and thirty-seven, the said Sir *James Duff*, *Richard Wharton Duff*, *Stewart Souter*, Sir *Alexander Duff*, and *James Souter* did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance dated the Twenty-sixth Day of *October* and Twentieth Day of *December* One thousand eight hundred

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hundred and thirty-eight, assume, nominate, and appoint the said *James Duff*, Member of Parliament, to be a Trustee under the said Trust Disposition and Settlement and relative Deeds, along with them the said *Sir James Duff*, *Richard Wharton Duff*, *Stewart Souter*, *Sir Alexander Duff*, and *James Souter*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft therein accordingly: And whereas, in consequence of the Death of the said *Stewart Souter* on or about the Fourteenth Day of *July* One thousand eight hundred and thirty-nine, and of the said *Sir James Duff* on or about the Sixth Day of *December* One thousand eight hundred and thirty-nine, the said *Richard Wharton Duff*, *Sir Alexander Duff*, *James Souter*, and *James Duff*, Member of Parliament, did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance dated the Fourteenth and Twenty-fifth Days of *April* and Fifteenth Day of *June* in the Year One thousand eight hundred and forty, assume, nominate, and appoint Major *Alexander Francis Tayler* and Captain *Alexander Thomas Wharton Duff* to be Trustees under the said Trust Disposition and Settlement and relative Deeds, along with them the said *Richard Wharton Duff*, *Sir Alexander Duff*, *James Souter*, and *James Duff*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft therein accordingly: And whereas, in consequence of the Death of the said *Sir Alexander Duff*, the said *Richard Wharton Duff*, *James Souter*, *James Duff*, Member of Parliament, *Alexander Francis Tayler*, and *Alexander Thomas Wharton Duff*, did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance dated the Twenty-third Day of *September* and the Twenty-third Day of *October* One thousand eight hundred and fifty-one, assume, nominate, and appoint *George Skene Duff* Esquire, Member of Parliament, Second Son of the said *Sir Alexander Duff*, to be a Trustee under the said Trust Disposition and Settlement and relative Deeds, along with them the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, and *Alexander Thomas Wharton Duff*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft therein accordingly: And whereas all the Debts, Obligations, Funeral Charges, Legacies and Donations of the said Granter have been fully paid and discharged: And whereas a Lease of the said Lands and Estate of *Balmoral*, with the Rights and Privileges of Shooting and Fishing thereto belonging, was granted by the Trustees then acting under the said Trust Disposition and Settlement and relative Deeds, to the Right Honourable *Sir Robert Gordon* of *Clerkhill*, since deceased, for the Period of Thirty-eight Years from the Term of *Martinmas* One thousand eight hundred and thirty-six, at the yearly Rent of Three hundred Pounds: And whereas the said Lease was afterwards, on the Twentieth Day of

Lease of the Estate of Balmoral granted to Sir Robert Gordon.

The said Lease assigned by

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May

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the Earl of
Aberdeen
to His Royal
Highness
Prince
Albert.

May One thousand eight hundred and forty-eight, with the Consent of the Trustees then acting under the said Trust Disposition and Settlement and relative Deeds, assigned by the Right Honourable *George Hamilton Gordon* Earl of *Aberdeen* (who had become entitled thereto on the Death of the said *Sir Robert Gordon*, under and by virtue of a Deed of Settlement and Assignment executed by the said *Sir Robert Gordon*, dated the Twenty-eighth Day of *December* One thousand eight hundred and thirty-eight,) to His Royal Highness Prince *Albert* of *Saxe Coburg* and *Gotha*, in consideration of the Sum of Two thousand Pounds paid to the said Earl of *Aberdeen* by His said Royal Highness: And whereas the said Lands and Estate of *Balmoral* lie detached from the other entailed Estates vested in the said Trustees: And whereas His said Royal Highness is desirous of purchasing the said Lands and Estate of *Balmoral*, and has offered for the same (including the Expenses of the necessary Application to Parliament) the Sum of Thirty-one thousand five hundred Pounds, which is above the estimated Value thereof, subject to the said Lease: And whereas the Lands and Estate of *Auchintoul* and others in the County of *Banff*, in the Schedule (A.) hereunto annexed particularly described, which lie contiguous and conveniently situated with respect to the entailed Estates vested in the said Trustees, and also to Parts of the other Family Estates in the said County, have been purchased by and are at present held by the said Trustees in Fee Simple, by a good Title, subject to certain Heritable Debts affecting the same, specified in the Schedule (B.) hereunto annexed, and the said Lands and Estate cannot, while the said Debts remain undischarged, be effectually settled and entailed according to the Provisions of the said Trust Disposition and Settlement, and therefore, should the said Trust come to a Close before the said Debts are discharged, the Settlement by way of Entail of the said Lands and Estate might, to the Extent of such Debts, be defeated: And whereas it would be for the Advantage of the said Heirs of Entail that the said Offer of His Royal Highness should be accepted, and that the Trustees acting under the said Trust Disposition and Settlement and relative Deeds, and the Heirs of Entail, should be authorized and empowered to sell and convey the said Lands and Estate of *Balmoral* to His said Royal Highness for the Price aforesaid, and that the Price to be so received for the same (after deducting the Expenses of and incident to the passing of this Act) should be applied in Payment of the Debts affecting the said Lands and Estate of *Auchintoul* and others, and that the said Lands and Estates should be now settled and entailed upon the same Series of Heirs of Entail, and subject to the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute, as are contained in the said Deeds of Entail of and concerning the Lands therein comprised: And whereas various Portions of the Lands and Estates now vested in the said Trustees are well adapted for building

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building upon, and might be disposed of for that and other Purposes to great Advantage, if the same could be let in Feu Farm; but, although express Power is given by the said Deeds of Entail to the Heirs of Entail in possession of the Lands therein comprised to grant small Feus of any Parts or Portions of the said Lands, as herein-before is mentioned, under the Exceptions therein and herein-before specified, no such Power is conferred on the said Trustees by the said Trust Disposition and Settlement; and it would be for the Advantage of the said Heirs of Entail if Power were given to the said Trustees to grant Feus during the Subsistence of the said Trust, and if the Power of feuing given by the said Deeds of Entail were enlarged to the Extent and subject to the Conditions herein-after mentioned; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty 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, as follows; (that is to say,)

I. It shall be lawful for the said *Richard Wharton Duff, James Souter, James Duff, Alexander Francis Tayler, Alexander Thomas Wharton Duff, and George Skene Duff*, as Trustees aforesaid, or their Quorum aforesaid, or the Survivors or Survivor of them, or their Successors in Office, whom failing the nearest Heir Male of the surviving Trustee who shall be major and residing in *Great Britain* at the Time, or the Heir of Entail for the Time being in possession of the Lands and Estates now vested in the said Trustees, to sell and absolutely dispose of the said Lands and Estate of *Balmoral*, herein-before particularly described, to His said Royal Highness Prince *Albert*, for and in consideration of the said Sum of Thirty-one thousand five hundred Pounds to be paid by His said Royal Highness for the same, in manner herein-after provided.

Power to Trustees to sell the Estate of Balmoral to His Royal Highness Prince Albert.

II. The said Sum of Thirty-one thousand five hundred Pounds shall be paid by His said Royal Highness, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, under the Direction and by the Authority of the Court of Session, in the Names or Name of the said *Richard Wharton Duff, James Souter, James Duff, Alexander Francis Tayler, Alexander Thomas Wharton Duff, and George Skene Duff*, or of the Survivors or Survivor of them, and such other Person or Persons as may have been appointed a Trustee or Trustees under the said Trust Disposition and Settlement and relative Deeds, or of such Heir Male of the surviving Trustee as aforesaid (who are hereby appointed Trustees and a Trustee of the said Monies under this Act); and the Receipt of the Treasurer, Cashier,

Purchase Money to be paid into Bank.

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Cashier, or Manager of any of the said Banks shall be a full and complete Discharge to His said Royal Highness for the Monies so paid in, and from all Liability to see to the Application thereof; and the said Monies shall, when so paid in, produce the highest Rate of Interest that can be procured for the same, which shall be annually accumulated and added to the Principal Sum, to carry Interest together until the same shall be disposed of as herein-after is provided.

Upon Payment of Price, a Conveyance to be granted to His Royal Highness.

III. Upon such Price being paid as aforesaid, the said *Richard Wharton Duff, James Souter, James Duff, Alexander Francis Tayler, Alexander Thomas Wharton Duff, and George Skene Duff*, as Trustees aforesaid, or their Quorum aforesaid, or the Survivors or Survivor of them, or their Successors in Office, or such Heir Male of the surviving Trustee as aforesaid, or the Heirs or Substitutes of Entail entitled to the Possession of the said Lands and Estate of *Balmoral*, or the Tutors, Curators, or other legal Guardians of such Heir, shall execute and deliver to His said Royal Highness a valid Conveyance or Conveyances of the said Lands and Estate of *Balmoral*, and Pertinents and Privileges thereof, freed from the Fetters of the said Entail of the Twenty-ninth Day of *January* One thousand eight hundred, and from all Incumbrances whatsoever, and containing all Clauses usual and necessary for vesting the same in His said Royal Highness in Fee Simple, and containing a Clause binding the said Trustees and their foresaids in Warrantice from Fact and Deed, and the said Heirs of Tailie and Provision in absolute Warrantice, and all other usual and requisite Clauses, and shall also deliver to His said Royal Highness a sufficient legal Title and Progress to the said Lands and Estate, and complete Searches of Incumbrances.

Application of Purchase Money in Payment of Expenses, and in Payment of Debts affecting other Lands to be entailed.

IV. The said Trustees or Trustee hereby appointed shall, in the first place, out of the said Sum of Thirty-one thousand five hundred Pounds and all Accumulations thereof, pay and defray the Costs, Charges, and Expenses incurred preparatory to and in applying for, obtaining, and passing this Act, and incidental thereto, and shall in the next place lay out and apply the Residue of the said Principal Sum of Thirty-one thousand five hundred Pounds which shall remain after paying such Costs, Charges, and Expenses as aforesaid, with all convenient Speed, and with and under the Approbation and Authority of the Court of Session in either Division thereof, to be obtained on an Application to be made by the said Trustees or Trustee to the said Court by Petition in a summary Way, in paying off and discharging the Heritable Debts and Incumbrances specified in the said Schedule (B.) to this Act annexed, affecting the said Lands and Estate of *Auchintoul*; and in case the said Monies shall not be sufficient for fully paying and discharging the said Heritable Debts and Incumbrances, the said Trustees shall, within One Year from and after the passing of

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of this Act, pay off and discharge the Residue of such Debts and Incumbrances; and the said Lands and Estate of *Auchintoul* shall be held by the said Trustees or Trustee as Part of the said entailed Estates vested in them, and shall be subject to all the Conditions and Provisions of the said Trust Deed and Settlement and relative Deeds, and shall immediately after the same shall have been disencumbered as aforesaid, or as soon as may be thereafter, be settled and entailed by the said Trustees or Trustee upon the same Series of Heirs and Substitutes of Entail, and subject to the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute, as are in the said Deeds of Entail expressed and contained of and concerning the Lands and Estates therein comprised.

V. It shall be lawful for the said *Richard Wharton Duff, James Souter, James Duff, Alexander Francis Tayler, Alexander Thomas Wharton Duff, and George Skene Duff*, as Trustees aforesaid, or their Quorum aforesaid, and the Survivors and Survivor of them, and their Successors in Office, whom failing such Heir Male of the surviving Trustee as aforesaid, and for the Heir of Entail for the Time being in possession of the said Lands and Estates, from Time to Time and at all Times hereafter, to grant small Feus of any Parts or Portions of the Lands now vested in the said Trustees (except the Lands hereby authorized to be sold, and as herein-after is mentioned,) to Artificers, Fishers, trading and other Persons, for Houses, Buildings, Erections, Yards, and Gardens, for their Accommodation in carrying on Trade and Manufactures, and the Improvement of their Holdings, or otherwise, to any Extent not greater than Two Roods for each Feu, for the highest Rate of Feu Duty which can be procured for the same, not being less than One Pound Sterling yearly for each Feu of the Extent aforesaid: Provided always, that it shall not be lawful for the said Trustees nor for the said Heirs of Entail to grant any Feu of the Mansion House and Manor Place of *Innes House*, nor of the Office-houses, Gardens, Policies, Woods, Parks, and Enclosures thereunto belonging or adjacent to the same, nor to feu any Parts of the Lands mentioned in the said first herein-recited Deed of Entail, within View of *Duff House*, nor of the Mansion and Manor Place of *Delgaty*, nor of the Mansion and Manor Place of *Leuchars*, nor in general to feu any other of the Mansion Houses and Manor Places at which the said Heirs of Entail or their Families shall be in use to reside, nor of the Office-houses, Gardens, Policies, or Enclosures thereunto belonging.

Power to feu certain Parts of the Trust Estates.

VI. It shall be lawful for the said Trustees or their Quorum, and the Survivors or Survivor of them, and their Successors in Office, and such Heir Male of the surviving Trustee as aforesaid, and for the Heir of Entail for the Time being in possession of the said Lands and Estates, to make, grant, subscribe, and deliver, to and in favour of the Vassal or Vassals in such Feus, all such Feu Charters, Feu Con-

Feu Rights to be granted.

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tracts,

The Balmoral Estate Act, 1852.

tracts, Dispositions in Feu, or other original Feu Rights and Conveyances as may be requisite and necessary, containing Precepts of Sasine for infesting such Vassal or Vassals in the Grounds feued to them respectively, to be holden always of and under the said Trustees, or the Survivors or Survivor of them, or their Successors in Office, or such Heir Male of the surviving Trustee as aforesaid, or the Heirs of Entail for the Time being in possession of the said Lands and Estates, in Feu Farm; also Clauses stipulating for Payment of Interest and Penalties in Cases of Nonpayment of Feu Duties and Compositions, and all other usual and necessary Clauses; and also to make, grant, subscribe, and deliver Charters by Progress, and Precepts of Clare Constat, to Heirs and singular Successors, legal or voluntary, on the Renewal of original Feu Rights to be entered into or granted by virtue hereof.

Feu Duties to be paid to the Trustees.

VII. The Feu Duties to be taken for Lands to be feued under the Authority of this Act, and the Casualties of Superiority or Compositions accruing therefrom, with the Interest thereof during the Nonpayment of the same, shall, by the Feu Charters, Feu Contracts, and Dispositions in Feu hereby authorized to be granted as aforesaid, be made payable to the said Trustees, and the Survivors or Survivor of them, and their Successors in Office, and such Heir Male of the surviving Trustee as aforesaid, during the Subsistence of the said Trust, and after the Expiration thereof to the Heirs and Substitutes of Entail entitled to the Possession of the said Lands and Estates, at such Terms and under such Penalties as may be agreed on and expressed in the said Feu Charters and other Deeds respectively.

Feus to be granted for the highest Feu Duty, and without Fine or Grassum.

VIII. It shall not be lawful for the said Trustees nor for the said Heirs of Entail to take or stipulate for Payment of any Grassum, Fine, or Consideration whatever for making or granting any Feus of Lands under the Authority of this Act, other than the highest Feu Duty that can be procured for the same; and if any Grassum, Fine, Entry Money, or other Consideration whatever, other than the highest Feu Duty which can be procured for the same, shall be taken or stipulated for in making or granting any such Feu, then every such Feu, and the Feu Charter, Feu Contract, or Disposition in Feu thereto relating, and all that may have followed thereon, shall be and the same are hereby declared to be absolutely null and void, and the Property shall revert to the Heirs of Entail, in the same Manner as if no such Feu had been granted.

Certain Conditions which must be inserted in Feu Rights.

IX. In all Feu Charters, Feu Contracts, Dispositions in Feu, or other original Feu Rights to be made and granted under the Authority of this Act, there shall be inserted the Conditions following; *videlicet*, a Condition that it shall not be lawful for the Vassal or Vassals in or
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any other Person or Persons having Right to the Lands and Heritages to be contained in any such Feu Charters, Feu Contracts, Dispositions in Feu, or other Feu Rights, nor for his or their Heirs, Assignees, Disponees, or Successors whomsoever, at any Time thereafter to subfeu the said Lands or any Part thereof, or absolutely to dispoise the same so as to be held of themselves, but that such of the said Lands as shall be so sold or dispoised (whether in whole or in part) shall be held immediately of and under the said Trustees, and the Survivors and Survivor of them, and their Successors in Office, and such Heir Male of the surviving Trustee as aforesaid, and the Heir of Entail for the Time being in possession of the said Lands and Estates, and of them only, for Payment of the Feu Duty or Feu Duties, and the Performance of the other Prestations of the Feu to be contained in the said Feu Charters and other Feu Rights aforesaid, and that all Dispositions or other Rights and Conveyances in violation of the said Condition, to be granted by the said Vassals or other Persons aforesaid, with the Infestments that may follow thereon, shall be absolutely null and void; and also a Condition that a double Feu Duty shall be payable upon the Entry of every Heir, and One full Year's Rent of the Ground, and of the Houses and others thereon at the Time, upon the Entry of every singular Successor; and it shall be lawful for but not obligatory upon the said Trustees or their Quorum, and the Survivors and Survivor of them, and their Successors in Office, and such Heir Male of the surviving Trustee as aforesaid, and the Heir of Entail for the Time being in possession of the said Lands and Estates, to insert in the Feu Charters, Feu Contracts, Dispositions in Feu, and other Feu Rights to be made and granted as aforesaid, in addition to the Conditions herein-before mentioned, all or such of the other Conditions mentioned in the herein-before recited Deeds of Entail relative to Feus to be granted under the Powers of feuing therein respectively contained as may be deemed expedient.

X. It shall be lawful for the said Trustees or their Quorum, and the Survivors or Survivor of them, and their Successors in Office, and such Heir Male of the surviving Trustee as aforesaid, and the Heir of Entail for the Time being in possession of the said Lands and Estates, to insert in the Feu Charters, Feu Contracts, Dispositions in Feu, or other original Feu Rights to be granted under Authority of this Act, all such Conditions and Provisions for prohibiting Nuisances, for limiting and securing the Height, Regularity, and Structure of the Houses and Buildings to be erected upon the Lands so to be feued, the Width of the Streets, Lanes, and Passages therein, and Foot Pavements in the same, the Sewerage in the said Streets, Lanes, and Passages, the paving or causewaying thereof and of the said Foot Pavements, the future Maintenance of the Sewerage, Pavements, Causeways, and all such other Regulations as to civil Police and Buildings as may be deemed necessary or expedient.

Certain Provisions as to Buildings, &c. may be inserted in Feu Rights.

XI. The

The Balmoral Estate Act, 1852.

The foresaid
Provision
and Condi-
tions to be
inserted in
the First
Infeftments.

XI. The Conditions and Provisions herein-before mentioned, or such of them as shall be inserted in the said Feu Charters, Feu Contracts, Dispositions in Feu, and other original Feu Rights, shall be engrossed in the First Infeftments to follow thereon, and may be referred to in Terms of an Act passed in the Tenth and Eleventh Years of the Reign of Her present Majesty, intituled *An Act to facilitate the Transference of Lands and Heritages in Scotland not held in Burgage Tenure*, in all the subsequent Dispositions, Infeftments, and Charters of the whole or any Part of the Lands and Heritages therein.

Saving of
Trust Deed
and Deeds
of Entail.

XII. Nothing in this Act contained shall be held or construed to alter, innovate, or defeat the herein-before recited Trust Disposition and Settlement of the said deceased *James Earl of Fife*, or the Conditions and Provisions thereof, or the relative Deeds granted by him, also herein-before recited, or the Deeds of Entail executed by the said deceased *James Earl of Fife* or by the said Trustees, or to be hereafter executed by them, as directed by the said Trust Disposition and Settlement, excepting only in so far as may be necessary for carrying into effect the Purposes hereof; and the Superiorities of the Lands so to be feued, and the Feu Duties and Casualties of the same, shall be subject to the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolute as are by the said recited Deeds declared of and concerning the Lands of which those so to be feued are Parts.

General
Saving of
Rights.

XIII. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic or Corporate, their Heirs and Successors, Executors, Administrators, and Assigns, (other than the Heirs of Entail who may be entitled to succeed to the said Lands and Estates under or by virtue of the Deeds of Entail herein-before recited, or the Deeds of Entail executed or to be executed as thereby directed;) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby allowed to be sold and feued as aforesaid, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed.

Short Title.

XIV. It shall be sufficient for all Purposes to cite this Act as "*The Balmoral Estate Act, 1852.*"

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

XV. This Act shall not be a Public Act, but 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.

SCHE-

The Balmoral Estate Act, 1852.

SCHEDULE (A.) referred to in the foregoing Act.

Description and Abstract of the Rental of the Lands and Estate of Auchintoul and others in the County of Banff, as contained in the Title Deeds thereof.

All and whole the Lands and Barony of Auchintoul, with the Manor Place thereof, Mill, Mill Lands, astricted Multures, and Knaveships thereof, with the Pendicles of the said Lands called Backieley, Bogfauld, Cluniehills, and Cluniebrae, with the Parsonage Teinds of the said Lands of Auchintoul, Pendicles, and others above written, as also the Town and Lands of Mid Culvie, Thoreston, Elriek, Culvie, and Finnygaad or Finnygaurd, in so far as James McHardy, William Robison, and William Aitken had Right thereto, with the Teinds and Pertinents thereof, and likewise all and whole the Lands called Auldtown and Newtown of Moniedies, with all and sundry Houses, Biggings, Yards, Orchards, Tofts, Crofts, Outsetts, Insetts, Dovecotts, Mills, Mill Lands, Multures, and Teind Sheaves of the foresaid whole Towns and Lands, with the Parts, Pendicles, Tenants, Tenandries, and Services of Free Tenants, and Pertinents of the same whatsoever, all lying within the Parish of Aberchirder, now called Marnoch, and Sheriffdom of Banff, and all erected and incorporated into a whole and free Barony called the Barony of Auchintoul, according to a Charter thereof under the Great Seal, in favour of the deceased Alexander Gordon in Life Rent, and the now deceased Alexander Gordon, afterwards Major General Alexander Gordon, in Fee, containing a Novodamus, and dated the 19th Day of November 1676; as also all and whole the Town and Lands of Corskie, with the Teind Sheaves thereof included, Vicarage Teinds of the same, in so far as the said James McHardy, William Robison, and William Aitken had Right thereto, with the Multures, Sequels, and Knaveships of the same, and other Mill Dues thereof, Houses, Biggings, Yards, Mosses, Muirs, Liberties, Privileges, Commonities, Common Pasturage, Outsetts, Insetts, Annexis, Connexis, Dependencies, Tofts, Crofts, Parts, Pendicles, and Pertinents whatsoever pertaining and belonging thereto, lying within the said Parish of Aberchirder, now called Marnoch, and Sheriffdom of Banff foresaid, with full Power and Liberty to build a Mill upon the said Lands, uphold, repair, and renew the same as Need be, for their own Use and Benefit, and Accommodation of the said Lands, or to grind the Corns growing thereon at any Mill they shall

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The Balmoral Estate Act, 1852.

think fit, without any Impediment whatsoever; as also all and whole those Parts of the Lands and Estate of Euchrie after described, viz., the Town and Lands of Whitemuir, partly in the natural Possession of the said James McHardy, William Robison, and William Aitken, and partly as possessed by Jean Brown as Tenant thereof, the Town and Lands of Myreside, possessed by Alexander Christie, George Watson, William Copeland, Isabell Smith, and others, and partly in the natural Possession of the said James McHardy, William Robison, and William Aitken, Muirale-house, possessed by John Brockie, Hazlebrae, possessed by Doctor Adamson, and Part of Euchrie, possessed by William Sim, and which Parts of the Lands and Estates of Euchrie are bounded on the North by the said Lands of Auchintoul and Moneedie, on the East by the Lands of Kinnairdy, on the South by the River Deveron, and on the West partly by the said River Deveron and partly by those Parts of the said Lands and Estate of Euchrie now added to Ardmillie, as the same is marked off, delineated, and laid down on a Plan of the said Lands drawn by Messieurs Walker and Beattie, Land Surveyors in Aberdeen, as also the Right and Privilege of holding annual Free Markets or Fairs upon any Part of the said Lands above described, and of collecting and receiving the Duties and Customs of the same, together with the Salmon Fishings on the Water of Deveron, opposite to the said Portion of the Lands of Euchrie, and astricted Multures, Knaveships, and Sequels of the said Lands, with the Teinds, Parsonage and Vicarage of the same, being a Part and Portion of all and whole the Lands and Estate of Euchrie, bounded and described in the Writs and Title Deeds of the same as follow, viz., all and whole the Lands and Estate of Euchrie, comprehending the Towns and Lands of Myreside, North and South Ploughs of the same; which were formerly called Two Parts and Third Part of the Lands of Myreside, the Town and Lands of Whitemuir, the Town and Lands of Muirale-house, Salmon Fishings of the same in the Water of Deveron, with the Privilege of Net and Coble, and whole other Privileges and Pertinents of the same, Church Lands of the Church Town of Aberchirder, Towns and Lands of Cairnhill and Euchrie, with the Mill lately built on the said Lands of Euchrie on the Water of Deveron, astricted Multures, Knaveships, and Sequels of the same, along with the Teinds, Parsonage and Vicarage, of the said whole Lands, both Great and Small, including all and singular Houses, Biggins, Yards, Orchards, Tofts, Crofts, Dovecotts, Outsetts, Insetts, Mosses, Muirs, Woods, Privileges, Commonities, Limestone Quarries, Parts, Pendicles, and universal Pertinents of the same, all lying within the said Parish of Aberchirder and County of Banff, as the same are bounded and divided from the Lands of Crombie by a straight Line from the Dyke running by Redford chiefly along the West Road to the Bank of the River Deveron until it comes opposite to the Boundary of the Mill of Crombie and Cairnhill, and as the Towns of Whitemuir and Redford are bounded and divided by the Dykes

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some Time ago built between them, and also the Privilege of holding annual Free Markets or Fairs at the Kirk Town of Aberchirder, or at some Place in or near the town of Aberchirder of Marnoch, called the Marnoch Fair, or upon any other Part of the said Lands of Euchrie, upon the First Tuesday of March, continuing for the Space of Four Days, with full Power of collecting and receiving the Duties and Customs of the same, and of creating and deputing Officers for properly governing the Business in the same, and all other Privileges of Free Markets used and wont in this Kingdom, together with that Part of the Moss of Auchintoul now set apart and allotted to the said Portion of the Estate of Euchrie, together with all Right and Interest which they the saids James McHardy, William Robison, and William Aitken, their Predecessors and Authors, had in the Mosses of Auchintoul.

(Signed) *Henry Inglis.*
W. Leslie.

Edin^r, 14 May 1852.

Abstract of the Rental of the Lands and Estate of Auchintoul and others above described.

Lands.	Rental.		
	£	s.	d.
Barony of Auchintoul	1,734	7	11
Lands of Aberchirder	457	0	1
Feu Duties of ditto	67	16	8
Multures and other Incidents	73	2	2
	£2,332	6	10
Rent of Grass Parks	103	0	0
Moss Rent, about	80	0	0
	£2,515	6	10

(Signed) *Henry Inglis.*
W. Leslie.

Edin^r, 14 May 1852.

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SCHEDULE (B.) referred to in the foregoing Act.

List of Heritable Debts affecting the Lands and Estate of Auchintoul and others in the County of Banff, to be paid off and discharged in virtue of this Act.

Nature of Security.	To whom granted.	Amount.	Date of Sasine.
1. Bond of Corroboration by the Trustees of the late James Earl of Fife, dated 18th April and 1st May 1848, of Bond and Disposition in Security by William Aitken, late of Auchintoul, over the Lands of Auchintoul and others.	The Trustees of the late John Blackburn, Esq.	To the Extent of £23,000.	Sasine on Disposition in Security dated 16th and recorded 19th November 1836.
2. Bond of Corroboration by the said Trustees, of same Dates, of said Bond and Disposition in Security.	The Trustees under Mr. and Mrs. Robert Bogle Blackburn's Marriage Contract.	To the Extent of £7,500.	Ditto.
3. Bond of Corroboration by said Trustees, of same Dates, of said Bond and Disposition in Security.	Robert Bogle Blackburn, Esq., Advocate.	To the Extent of £2,000.	Ditto.

(Signed)

*Henry Inglis.
W. Leslie.*

Edin^r, 14 May 1852.

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