



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 24.

An Act for vesting certain Parts of the Entailed Estate of *Ladykirk* in Trustees to be sold, for Payment of the Debts affecting the same, and for other Purposes therewith connected,

[1st July 1839.]

WHEREAS by Disposition or Deed of Entail bearing Date the Fifteenth Day of *October* in the Year One thousand eight hundred and twenty-one, registered in the Books of Council and Session in *Scotland* the Twenty-ninth Day of *October* in the Year One thousand eight hundred and thirty, and in the Register of Tailzies the Fifth Day of *July* in the Year One thousand eight hundred and thirty-one, made and granted by *William Robertson*, then of *Ladykirk*, Esquire, the said *William Robertson*, for the Causes therein specified, with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations and Reservations, therein contained, gave, granted, and disposed to himself and the Heirs Male to be procreated of his then Marriage with *Mrs. Sarah Hunter or Robertson* his Wife; whom failing, to the Heirs Male to be procreated of his Body in any subsequent Marriage; whom failing, to his Daughter *Mrs. Margaret*

Deed of Entail by *William Robertson*, Esquire, of *Ladykirk*, 15th October 1821.

[Private.]

Robertson or *Haggerston*, since deceased, Wife of *Thomas Haggerston*, then junior, of *Ellingham*, now Sir *Thomas Haggerston* Baronet, and the Heirs of her Body; whom failing, to any other Daughter or Daughters to be procreated of his the Entailer's then Marriage, and the Heirs of each of their Bodies respectively; whom failing, to the Heirs Female to be procreated of his the Entailer's Body in any subsequent Marriage, and the Heirs of their Bodies respectively; whom failing, to *James Haig* Esquire, of *Bemersyde*, his the Entailer's Cousin, and the Heirs lawfully begotten of his Body; whom failing, to *Isaac Haig* Esquire, of *Saint Helens*, his the Entailer's Cousin, and the Heirs lawfully begotten of his Body; whom failing, to *Elizabeth Philp*, Relict of *John Sivwright* of *South-house*, and the Heirs of her Body; whom failing, to *Isabel Philp*, Relict of Captain *John Wood*, late of *Edinburgh*, and the Heirs of her Body; whom failing, to *Sophia Currie*, Relict of *William Hope Weir* of *Craigiehall*, and the Heirs of her Body; whom all failing, to his the Entailer's own nearest Heirs and Assignees whatsoever; declaring that throughout the whole Course of the Succession above laid down, in all Cases of Heirs Female having Right to succeed in virtue thereof, the eldest Heir Female should always succeed without Division, and exclude Heirs Portioners; but excluding always from the Succession of the Lands, Baronies, and others therein disposed all Roman Catholics or Persons not professing the Protestant Religion; except as therein-after excepted, all and whole the Lands and Barony of *Ladykirk*, comprehending the Towns of *Upsetlington* and *Shiels*, the Lands of *Ladykirk* and *Newtown* of *Ladykirk*, with the Mains of *Ladykirk*, and the Fisheries belonging thereto upon the River *Tweed*, with the Manor Places, Buildings, and Gardens appertaining thereto, together with the Teinds of the said Lands, all lying within the Parish of *Ladykirk* and Sheriffdom of *Berwick*, for the Principal, and the Lands of *Hersel* in the Parish of *Coldstream* and Sheriffdom aforesaid as Warrantice; as also all and whole the Infield Lands of *Horndean*, bounded on the West by the Lands of *Thomas Ancrum*, on the North by the Property of *Joseph Hume* of *Ninewells*, and of the said *Thomas Ancrum*, on the South by the Lands and Barony of *Ladykirk*, and on the East by the Lands formerly the Property, first of *Anthony Forster*, afterwards of *George Robertson*, Writer in *Leith*, and then of *Robert Strachan*, Writer to the Signet, with the Teinds, Parsonage and Vicaragè, of the said Infield Lands of *Horndean*, all lying in the said Parish of *Ladykirk* and Sheriffdom aforesaid; as also all and whole the Lands of *Ramrig Greenside*, *Ramrig* or *Ramagemount*, with the Fisheries on the River *Tweed* belonging thereto, all as acquired by the said Entailer from the Earl of *Wemyss*, or the Person taking upon him that Title, with the Teinds, Parsonage and Vicarage, thereof, lying in the said Parish of *Ladykirk* and Sheriffdom aforesaid; as also all and whole the Lands and Barony of *Harcarse*, consisting of *Harcarse*, *Bogend*, *Wester Printonnan*, and the Mill of *Fogo* called *Cairnsmill*, with the Teinds thereof, all lying in the Parishes of *Fogo* and *Eccles* and Sheriffdom aforesaid; and all and whole the Lands of *Bellataw*, with the Manor Place, Houses, Biggings, Parts, Pendicles, and Pertinents of the same whatsoever; and

and all and whole the Lands of *Middlethird*, with the Houses, Biggings, Yards, Muirs, Marshes, Meadows, Parks, and hail Pertinents of the same whatsoever, together with the Multures of the Lands of *Belletaw* and *Middlethird*, with the Teinds, Parsonage and Vicarage, and hail Pertinents, all lying in the Parish of *Gordon* and Sheriffdom aforesaid; and all and whole the Lands of *Fawside*, and Mill thereof called *Maxmill*, with Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof; and Teinds, Parsonage and Vicarage, of the same, lying within the Parish of *Gordon* and Shire of *Berwick*; and all and whole the Lands of *Hillhousefield*, with the Manor Place, Houses, Biggings, Parts, Pendicles, and Pertinents thereof, with the Teinds, Parsonage and Vicarage, of the same, and the Feu Duties and other Duties payable for or on account of the said Lands or any Part of them, as the said Lands are described in the several Rights and Conveyances thereof, particularly in the Decrets of Adjudication at the Instance of the Creditors of the deceased *James Law* of *Hillhousefield*, and Conveyances of these Adjudications in favour of the deceased *William Robertson* Esquire, of *Ladykirk*, his the said Entailer's Grandfather, with the said Adjudications themselves, all lying within the Parishes of *Saint Cuthbert's* and *North Leith* and Shire of *Edinburgh*, excepting always the Feu Rights or Infeftments of Property of the said Lands of *Hillhousefield* granted by him the said Entailer, and his Predecessors and Authors, to the different Feuars and Vassals thereof, as the said whole Lands, Baronies, and others might be otherways or more fully described in the Rights and Infeftments thereof, with all Right, Title, and Interest whatsoever which he the said Entailer, his Predecessors and Authors, had or might anyways claim or pretend to the Lands, Baronies, and others thereby disposed, or any Part thereof; but always with and under the Conditions, Provisions, Restrictions, Exceptions, Irritancies, Declarations, and Reservations therein contained, usual in Settlements of strict Entail according to the Law of *Scotland*; and it was by the said Deed of Entail, *inter alia*, further provided and declared, that it should not be lawful to nor in the Power of the first Heir of Entail succeeding to him the Entailer in the said Lands, Baronies, and others, nor of the next Heir subsequent to him or her, to plough, or take any Hay Crops oftener than once in each Thirty Years from the following Fields upon the said Barony of *Ladykirk* and Lands of *Horndean*; *videlicet*, the *Lawn*, the *Cow Park* of *Upsetlington*, *Easter Hill* of *Upsetlington*, *Wester Hill* of *Upsetlington*, *Weatherheads-Wester Park*, the Park lying immediately North of the Farm Offices of *Ladykirk House*, and the Three Parks at *Horndean* commonly called *Horndean Easter Hill*, *Wellfield*, and *Landellsfield*; and that it should not be lawful to nor in the Power of the said Heirs of Entail or either of them to let all or any Part of the said Parks in Lease for One or more Years, except for the Pasturage thereof; and in case the said Heirs of Entail or either of them should act contrary to the above written Prohibitions, either by ploughing, or taking any Hay Crop or Crops oftener than once in each Thirty Years from all or any Part of the said Fields or Parks, or by letting all or any Part of them in Lease for One or more Years, except for the Pasturage thereof, he or she should forfeit his

his or her Right of Succession to the said Lands, Baronies, and others; and the same should fall to and devolve upon the Heir of Entail next in the Order of Succession, though descended of his or her Body; and it was further by the said Deed of Entail provided and declared, that it should not be lawful to nor in the Power of any of the said Heirs of Entail succeeding to the said Lands, Baronies, and others to cut down any of the Wood then growing or that should be growing upon the said Lands, Baronies, and others, at the Time of his the Entailer's Decease, excepting only such Parts thereof as might be in a decaying State, which the Heir in Possession for the Time should be empowered to cut down, at the Sight of the next subsequent Heir of Tailzie, being of full Age and in *Great Britain* for the Time; and that it should not be lawful to nor in the Power of his the Entailer's Daughter, the said Mrs. *Margaret Robertson* or *Haggerston*, in the event of her succeeding to the said Lands, Baronies, and others, to cut down any of the said Wood or Timber, excepting such Parts thereof as might be dead, which she should be empowered to cut down, at the Sight of the next subsequent Heir of Entail, being of full Age, and in *Great Britain* at the Time; and in case the said Mrs. *Margaret Robertson* or *Haggerston*, or any of the said Heirs of Entail, should contravene the above Prohibitions, then and in that Case he or she should forfeit, amit, and lose his or her Right of Succession to the said Lands, Baronies, and others, and the same should upon each such Contravention fall to and devolve upon the Heir of Entail next in the Order of Succession, though descended of the Contravener's Body, in the same Manner as if the Contravener were naturally dead: And whereas the said *William Robertson* the Entailer, by his Trust Deed or Disposition bearing Date the said Fifteenth Day of *October* in the Year One thousand eight hundred and twenty-one, and registered in the Books of Council and Session in *Scotland* the Twenty-ninth Day of *October* in the Year One thousand eight hundred and thirty, for the Causes therein specified, gave, granted, and disposed to and in favour of *James Darling*, Writer in *Kelso*, *John Heriot*, Tenant in *Ladykirk*, *James Thomson* of *Earnslaw*, *John Heriot* junior, eldest Son of the said *John Heriot*, *James Thomson* junior, Tenant in *Kimmergham Mains*, and *James Stormonth Darling* of *Lednathy*, Writer in *Edinburgh*, or the Acceptors or Acceptor, Survivors or Survivor of them, or such other Persons as they or the Survivors or Survivor of them should assume into the said Trust in consequence of the Powers thereby vested in them for that Effect, heritably and irredeemably, all and whole the Lands and Barony of *Ladykirk*, and the other Lands and Estates therein mentioned and described, being the whole Lands and Estates specified and contained in the Deed of Entail herein-before recited; and he also thereby gave, granted, assigned, and disposed to and in favour of the said *James Darling*, *John Heriot*, *James Thomson*, *John Heriot* junior, *James Thomson* junior, and *James Stormonth Darling*, or to the Acceptors or Acceptor, Survivors or Survivor of them, and such other Person or Persons as they or the Survivor of them should assume into the said Trust in consequence of the Powers therein-after mentioned, thereby vested in them for that Effect, all Debts and Sums of Money, Heritable and
Moveable,

His Trust
Deed or
Disposition,
15th October
1821.

Moveable, Arrears of Rent, Bank Stock, Goods, Gear, Estate, and Effects of every Kind, Real and Personal, which should belong or be owing to him at the Time of his Death, wherever the same might be situated, together with the whole Vouchers and Instructions thereof, as also the Writs and Title Deeds of the Lands, Baronies, and others thereby disposed, and the Rents, Profits, and Duties thereof from the Time of his Death; excepting always from the said Conveyance, in the Event after mentioned, the Manor Place, Lawn, Pleasure Grounds, Gardens, and others, and the Household Furniture and Goods, therein-after disposed, assigned, and bequeathed to Mrs. *Sarah Hunter* or *Robertson* his Wife, in case she should survive him; and he did thereby leave and bequeath to the said Mrs. *Sarah Hunter* or *Robertson* his Wife, in case she should survive him, all the Wines belonging to him at the Time of his Death; and also he thereby disposed, assigned, and conveyed to and in favour of the said Mrs. *Sarah Hunter* or *Robertson* his Wife, in the Event foresaid, in Liferent, for her Liferent Use allenarly, and to his said Trustees, for the Purposes therein-after mentioned, in Fee, all and whole the Manor Place, Lawn, Pleasure Grounds, and Gardens of *Ladykirk*, and the Approaches and Gates belonging thereto, together with the Walks round the Lawn and Bank South of the House, and the whole Household Furniture belonging to him that might be in and about his said Dwelling House at *Ladykirk* at the Time of his Decease, including Heirship Moveables, Books, Plate, Linen, Pictures, Prints, China, and others, of which Furniture and others he thereby directed an Inventory to be made up and subscribed by his said Wife and Trustees; declaring that in case the said Mrs. *Sarah Hunter* or *Robertson* should again marry, the Liferent Right thereby conveyed to her in and to the said Manor Place, Furniture, and others should become *ipso facto* void and null, in the same Manner as if the said Mrs. *Sarah Hunter* or *Robertson* had been naturally dead; with Power to his said Trustees, or to the Acceptors or Acceptor, Survivors or Survivor, immediately after his Decease, to enter into Possession of the said Lands, Baronies, and others thereby disposed, to remove Tenants therefrom, and to set Tacks thereof for any Period not exceeding Nineteen Years; and he thereby nominated and appointed the said *James Darling*, *John Heriot*, *James Thomson*, *John Heriot* junior, *James Thomson* junior, and *James Stormonth Darling*, or the Acceptors or Acceptor, Survivors or Survivor, or such Persons or Person as they or the Survivor of them should assume into the said Trust in manner therein mentioned, to be his Executors and sole Intromitters with his whole Personal Estate and Effects, (and he thereby excluded and debarred his nearest in Kin and all other Persons from the said Office,) but in Trust always for the Uses, Ends, and Purposes therein and herein-after mentioned; that is to say, and in the first place, his said Trustees should, as soon as conveniently might be, collect and convert into Money his whole Heritable and Personal Debts due to him at the Time of his Death, and also sell and dispose of his whole Personal Estate, except his Household Furniture and others above mentioned and excepted, and out of the first and readiest of the said Funds pay all or as many of his just and lawful Debts

[*Private.*]

and Funeral Expences as the said Funds should be sufficient for; and in case the Funds arising from his said Personal Estate, as said is, should not be sufficient for Payment of all his Debts and Funeral Expences, he directed and appointed his said Trustees and Trustee to apply the Rents, Profits, and Duties of the said Lands, Baronies, and others, thereby disposed, to the Payment of the Remainder of his said Debts and Expences, and of the Expences of executing the Trust; secondly, he directed his said Trustees and Trustee to pay such Legacies and Donations as he should give and bequeath at any Time in his Life; thirdly, he directed that his said Trustees and Trustee should pay to the said Mrs. *Sarah Hunter* or *Robertson*, in case she should survive him, out of the Rents, Profits, and Duties of his said Lands, Baronies, and others, a free Life-rent Annuity of One thousand Pounds Sterling, at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Term's Payment thereof at the first of the said Terms which should happen after his Decease, with a Fifth Part more of each Term's Payment of liquidate Penalty in case of not punctual Payment of the said Annuity, and the due and legal Interest of each Term's Annuity from the Terms at which the same should become due during the not Payment thereof, and which Annuity he thereby expressly declared to be a preferable Burden on the said Lands, Baronies, and others; and also he appointed his said Trustees and Trustee to pay to the said Mrs. *Sarah Hunter* or *Robertson*, in case she should survive him as aforesaid, the Sum of Three hundred Pounds Sterling, as an Allowance for her Mournings and Aliment for the Time from the Day of his Death to the first of the said Terms of *Whitsunday* or *Martinmas* thereafter, and which Sum of Three hundred Pounds should be paid to her within Three Months from the Day of his Death, with a Fifth Part more of Penalty in case of Failure, and Interest thereof from and after the said Term of Payment during the not Payment thereof; and further he directed and appointed his said Trustees to pay for the said Mrs. *Sarah Hunter* or *Robertson* the public and parochial Burdens affecting the said Manor Place, Lawn, Pleasure Grounds, Gardens, and others; but declaring that the Provisions thereby conceived in favour of the said Mrs. *Sarah Hunter* or *Robertson* his Spouse, should be accepted of by her in full Satisfaction of the several Provisions in her Favour contained in the Contract of Marriage entered into between her and him, of Date the Tenth Day of *March* in the Year One thousand seven hundred and ninety-two, or in any Deed of Settlement or other Deed executed by him before the Date of the said Trust Deed, and also of all Terce of Lands, legal Share of Moveables, and every other Thing that she, *jure Relictæ* or otherwise, could ask, claim, or crave of him or his foresaids by and through his Death; fourthly, in the event of the said Mrs. *Sarah Hunter* or *Robertson* predeceasing him, or dying or marrying again before the Purposes of the said Trust should have been fully accomplished, it should be in the Power of the said Trustees and Trustee to allow his Daughter Mrs. *Margaret Robertson* or *Haggerston*, then Wife of *Thomas Haggerston* Esquire, junior, of *Ellingham*, or the Heir of Entail for the Time being, to occupy and possess the said Manor Place, Lawn, Pleasure Grounds,

and Gardens, and the Approaches and Gates belonging thereto, and the said Furniture, without Payment of any Rent, but that only for such Space as his Trustees should think fit; and he declared that the said Trust should subsist until his whole Debts of every Kind, Legacies, and Expences of Management, (except the Life-rent Annuity provided to Mrs. *Sarah Hunter* or *Robertson* in the event of her surviving him,) with which he had burdened his said Estates and the Heir of Entail in Possession for the Time, were extinguished and paid; fifthly, in case any Part of the said Funds, Rents, Profits, and Duties should remain in the Hands of the said Trustees or Trustee after paying his said Debts, Funeral Expences, and Legacies, and the Annuities which might then have fallen due, and every necessary Expence of Management and Execution of the said Trust, his said Trustees and Trustee were thereby directed and appointed to lay out and invest such Residue remaining in their Hands in the Purchase of Lands in the County of *Berwick*, and to settle, entail, and secure the same, by a Deed or Deeds of strict Entail, upon the same Series of Heirs, and under the same Conditions, Limitations, Clauses irritant and resolute, as were contained in the Deed of Entail executed by him of that Date; and that his said Trustees should cause the said Deed or Deeds of Entail so to be executed by them to be recorded in the Register of Tailzies, and also in the Books of Council and Session, and proper Feudal Titles to be completed thereon, so as to render the same effectual in Terms of Law; and as it might be difficult to find Lands to purchase equal to the precise Amount of the then free Capital Fund, his said Trustees and Trustee should be at liberty to pay over any Balance that might remain after paying the Price of the Lands purchased by them to the Heir of Entail entitled to hold his said Lands, Baronies, and others for the Time, the same being less than Three hundred Pounds Sterling, that so the Trust might be thereby completed; sixthly, he thereby authorized and appointed his said Trustees and Trustee, so soon after his Decease as they should think fit, to cause the Deed of Entail executed by him of the Date of the said Trust Deed to be duly recorded, and to expedite Charters and Infestments thereon agreeable thereto, and in Terms of the Act of Parliament anent Tailzies; seventhly, after the Extinction of his whole Debts as aforesaid, and after the Residue or Reversion of the Funds, Rents, Profits, and Duties should have been invested in the Purchase of Lands and Heritages, and the same settled and secured in manner therein mentioned, he appointed his said Trustees to divest themselves of the said Lands, Baronies, and others thereby disposed, and also of such other Lands and Heritages (if any) as they might have purchased with the said Residue of the Funds, Rents, Profits, and Duties, and to put the Heir entitled to succeed to his said Lands, Baronies, and others, in Terms of the said Deed of Entail executed by him, in possession of the same; and, lastly, he thereby directed and appointed his said Trustees, after the Death of the said Mrs. *Sarah Hunter* or *Robertson*, and after the Purposes of the Trust should have been fully answered, to assign and convey the said Household Furniture and other Goods thereby assigned to the said Mrs. *Sarah Hunter* or *Robertson* in Liferent in the event of her

First Codicil
to his Trust
Deed,
3d November
1824.

her surviving him, and certain other Articles in the said Trust Disposition mentioned, to and in favour of his said Daughter Mrs. *Margaret Robertson* or *Haggerston*, or the Heir of Entail that should be entitled to hold his said Lands, Baronies, and others for the Time, and the other Heirs of Entail mentioned in the said Deed of Tailzie, as the said Trust Disposition, containing a Procuratory of Resignation, Precept of Sasine, and sundry other usual Clauses, more fully bears: And whereas the said *William Robertson*, by a Codicil to his said recited Trust Disposition, bearing Date the Third Day of *November* in the Year One thousand eight hundred and twenty-four, and registered in the Books of Council and Session in *Scotland* the said Twenty-ninth Day of *October* in the Year One thousand eight hundred and thirty, further directed and appointed his Trustees, in case the Funds provided by him for the Payment of his said Debts and Expences should be insufficient, to sell and dispose of the Whole, or such Part as should seem to them necessary, of the Feu Duties of the Lands of *Hillhousefield*, in the said Trust Disposition disposed, and that at such Times and in such Manner as they should think proper, and to apply the Price or Prices thereof to the Payment of his said Debts and Expences; and if, after the Debts, and the Expences of executing the Trust, were answered and paid, any Part of the Proceeds of his said Moveable Estate, or of the Rents, Mails, and Duties of his Lands, Baronies, and others, in the said Trust Disposition disposed, that might have been uplifted by his said Trustees during the Existence of the Trust, or of the Price or Prices of the said Feus (if all or any Part should have been sold), should remain in the Hands of his said Trustees, then and in that Case he thereby directed and appointed them to lay out such Residue remaining in their Hands in the Purchase of Lands in the County of *Berwick*; and upon their denuding of the Trust to settle, entail, and secure the same upon the same Series of Heirs, and under the same Conditions, Limitations, Clauses irritant and resolute, as were contained in the Deed of Entail herein-before recited, and therein referred to; and as it might be difficult to find Lands to purchase equal to the precise Amount of the then free Capital Fund, his said Trustees should be at liberty to pay over any Balance that might remain after paying the Price of the Lands purchased by them to the Heir of Entail entitled to succeed to his Estates at the Period of the Trust ceasing and coming to an End, the same being less than Three hundred Pounds Sterling; and he thereby declared that the Heir of Entail entitled to succeed to him in his said Lands, Baronies, and others should not be of Age till he or she should have attained the full Age of Twenty-three Years complete, any Law or Practice to the contrary notwithstanding, that is to say, he or she should not be entitled to succeed as Heir foresaid to his said Lands, Baronies, and others until he or she should have attained the said Age of Twenty-three Years complete; and he further thereby declared, that his said Trustees should continue to hold and to manage his said Lands, Baronies, and others, and that the said Trust should not cease and determine, until the Heir entitled to succeed as aforesaid should have attained the said Age of Twenty-three Years complete; and he further thereby directed and appointed his said Trustees and Trustee to pay to the Heir of Entail first entitled after
his

his Decease to succeed to his Estates, in Terms of the Deed of Entail above mentioned, and failing him or her, to those thereby substituted to him or her, in the Order thereby prescribed, an Annuity of Two hundred Pounds Sterling, at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, until the Trust created by his said Trust Deed and the said Codicil should cease and determine, beginning the first Term's Payment of the said Annuity at the first Term of *Whitsunday* or *Martinmas* that should happen next after his the Disposer's Decease, and continuing the Payment thereof at each of the said Terms during the Existence of the said Trust; and for the more effectually carrying into execution the Purposes expressed in the before-recited Trust Deed and in the said Codicil, in consideration of the Confidence which he reposed in the Ability and Integrity of *James Hunter* Esquire, of *Thurston*, and *Mrs. Sarah Hunter* or *Robertson*, his the Entailer's Wife, he did by the said Codicil nominate, constitute, and appoint the said *James Hunter* Esquire and *Mrs. Sarah Hunter* or *Robertson* as additional Trustees, for the Uses, Ends, and Purposes contained in the before-recited Trust Deed and in the said Codicil, declaring that they should have the same Powers and Privileges vested in them as were vested in his Trustees therein-before named; and he thereby authorized and empowered them to act in conjunction with his said Trustees in the Management of his Estates, Means, and Effects, and whole Matters committed to their Care, in the same Manner as if they had been appointed in the before-recited Trust Deed; declaring that the Majority of his Trustees in the said Trust Deed and Codicil named who should accept should be a Quorum: And whereas the said *William Robertson*, by a Second Codicil to his said recited Trust Disposition, bearing Date the Twenty-sixth Day of *June* in the Year One thousand eight hundred and twenty-six, and registered in the Books of Council and Session in *Scotland* the said Twenty-ninth Day of *October* in the Year One thousand eight hundred and thirty, reciting that the Trust Deed herein-before recited might not be sufficient to carry to his Trustees at his Death the Right and Property of the House in *London* lately purchased and acquired by him; therefore, and in order that the said Dwelling House and Offices thereto belonging, with the whole Furniture and Plate therein, and other Effects situated in *England*, which should belong to him at the Time of his Death, might be effectually conveyed and assigned to his said Trustees, he had, of even Date with the Codicil now under Recital, made and executed a Will in the *English* Form, conveying the said Dwelling House and Offices, Furniture, Plate, and other Effects, to and in favour of his said Trustees; and further reciting, that as the Funds provided by said Trust Deed to pay the Debts owing by him at the Time of his Death might not be sufficient for the Purpose, he thereby, as in the said Will, authorized and empowered his said Trustees to sell and dispose of the said Dwelling House, Offices, Furniture, Plate, and other Effects, and that at such Time and in such Manner as to them should seem best, and to apply the Price or Prices thereof to the Payment of said Debts; and in case the said Funds, and the Price or Prices of the said Dwelling House, Furniture, Plate, and other Effects, should be inadequate to pay off and discharge his said Debts, then and in that Case his said Trustees might, if they

Second Codicil to his Trust Deed, 26th June 1826.

[Private.]

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should

His last Will,
26th June
1826.

Third Codicil
to his Trust
Deed,
28th August
1829.

should think proper, exercise the Power given to them in the last-recited Codicil, and sell and dispose of the Whole, or such Part as should seem to them necessary, of the Feu Duties of the Lands of *Hillhousefield*, and apply the Price or Prices thereof to the Payment of the Remainder of his said Debts; but if the Heir of Entail first entitled after his Decease to succeed to his Estates should be a Minor, and it should appear to his said Trustees that the Rents and Profits of his said Estates during the Minority of the said Heir, together with the foresaid Funds, and the Price or Prices of the said Dwelling House, Furniture, Plate, and other Effects, would be sufficient to enable them to pay off his whole Debts, and to answer all the other Purposes of the Trust, then and in that Case he recommended them not to sell the said Feu Duties of *Hillhousefield*; and further he thereby directed and appointed his said Trustees to pay to Mrs. *Sarah Hunter* or *Robertson* his Spouse, in addition to the Annuity and other Provisions conceived in her Favour in the said recited Trust Deed and Codicil, the Sum of Two hundred Pounds yearly, beginning the first Term's Payment of the said Annuity at the Expiry of Twelve Months from and after the Time of his Death, and so on yearly thereafter during the Lifetime of the said Mrs. *Sarah Hunter* or *Robertson*: And whereas the said *William Robertson* the Entailer, by his last Will, in regard to his Property in *England*, bearing Date the Twenty-sixth Day of *June* in the Year One thousand eight hundred and twenty-six, gave and devised his Dwelling House, with the Appurtenances, situated, lying, and being in the Parish of *Paddington* and County of *Middlesex*, unto and to the Use of the said Mrs. *Sarah Hunter* or *Robertson* his Wife, *James Hunter*, *James Darling*, *John Heriot*, *James Thomson*, *John Heriot junior*, and *James Thomson junior*, and *James Stormonth Darling*, or the Acceptors or Acceptor, Survivors or Survivor of them, or such other Person or Persons as they or the Survivors or Survivor of them should assume in virtue of the Powers and in the Manner therein-after mentioned, upon the Trusts therein-after declared of and concerning the same; and he gave and bequeathed his whole Plate, Household Furniture, Goods, Chattels, Estate, and Effects, of whatever Nature or Kind soever, that should belong to him at the Time of his Death, and be situated in *England*, unto the said Trustees, upon the Trusts nevertheless and to and for the Intents and Purposes therein-after expressed and declared of and concerning the same; that is to say, upon Trust that the said Trustees should, by and out of the Rents and Profits of the said Dwelling House and Appurtenances, so long as the same should remain in their Possession unsold, pay as many of the Debts resting owing by him at the Time of his Death as the said Rents should be sufficient for; and upon this further Trust, that the said Trustees should, at such Time and in such Manner as they should deem best, sell and dispose of the said Dwelling House and the Appurtenances, and apply the Price or Prices thereof to the Payment of such of his Debts as might still be owing and unpaid; and he appointed the said Trustees Executors of his said Will: And whereas the said *William Robertson*, by a Third Codicil to his said recited Trust Disposition, bearing Date the Twenty-eighth Day of *August* in the Year One thousand eight hundred and twenty-nine,

nine, and registered in the Books of Council and Session in *Scotland* the said Twenty-ninth Day of *October* in the Year One thousand eight hundred and thirty, reciting that *James Darling*, Writer in *Kelso*, one of the Trustees appointed by him by the Trust Deed before recited, was then dead, and that it was proper for him to appoint another Person in his Place; therefore he thereby nominated, constituted, and appointed *Robert Darling*, Writer in *Kelso*, as an additional Trustee and Executor, for the Ends, Uses, and Purposes contained in the before-recited Trust Deed and Codicils thereto, declaring that he should have the same Powers and Privileges vested in him as were vested in his Trustees before named; and he thereby authorized and empowered him to act in conjunction with his said Trustees in the Management of his Estates, Means, and Effects assigned by the said Trust Deed, and whole Matters committed to their Care, in the same Manner as if he had been appointed in the said Trust Deed; the Majority of the Trustees who should accept being a Quorum: And whereas the said *William Robertson*, by a Letter of Instructions or Directions addressed by him "To the Trustees appointed by *William Robertson* of *Ladykirk* in the Testamentary Papers," bearing Date the Twenty-fifth Day of *October* in the Year One thousand eight hundred and twenty-four, and registered in the Register of Probative Writs in *Scotland* the Twenty-ninth Day of *March* in the present Year One thousand eight hundred and thirty-nine, directed his said Trustees, *inter alia*, to keep the Place of *Ladykirk* in order at a moderate Expence; and by Two other Letters of Directions addressed by him to *Robert Darling*, one of the Trustees appointed by him, bearing Date respectively the Twenty-second Day of *September* and the Fifth Day of *October*, both in the Year One thousand eight hundred and thirty, and registered in the said Register of Probative Writs the Twenty-ninth Day of *March* in the present Year One thousand eight hundred and thirty-nine, directed that the said Mrs. *Sarah Hunter* or *Robertson* should, in case of his Death, have the Benefit of Eighty Single Cart-loads of Coals for the Use of the Mansion House of *Ladykirk*, to be furnished to her annually; and by another Letter of Directions addressed to the said *Robert Darling*, bearing Date the said Fifth Day of *October* in the said Year One thousand eight hundred and thirty, and registered in the said Register of Probative Writs the said Twenty-ninth Day of *March* in the present Year One thousand eight hundred and thirty-nine, directed that an annual Sum of Forty Pounds should be paid or allowed as the Salary or Wages of a Companion to her the said Mrs. *Sarah Hunter* or *Robertson*: And whereas the said *William Robertson*, the Granter of the said Deed of Entail and of the said Trust Disposition, died on the Seventeenth Day of *October* in the Year One thousand eight hundred and thirty, his Daughter and only Child the said *Margaret Haggerston* having died before him, leaving Issue of the Marriage betwixt the said *Thomas Haggerston*, now Sir *Thomas Haggerston* Baronet, and her, Five Daughters; *videlicet*, *Marianne Sarah*, *Margaret Frances*, *Winifred Mary*, *Emma*, and *Charlotte Louisa*, all then under the Age of Twenty-one Years, and upon the Death of her Grandfather the Entailer the said *Marianne Sarah* became the Heiress of Entail entitled to take under the said recited Deed of Entail, and was served

His Letters
 of Directions
 for further
 Allowances
 to be made
 to his Widow.

served Heiress of Tailzie and Provision to the said *William Robertson*, conform to Retour of her General Service dated the Fourteenth Day of *November* in the Year One thousand eight hundred and thirty-four; and the said *Marianne Sarah Robertson* was thereafter infeft and seised in the said several Entailed Lands, Baronies, and Estates, with and under the Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolute, Declarations, Exceptions, and Reservations contained in the said recited Deed of Entail, conform to Instrument of Sasine dated the Twenty-third and Twenty-fourth Days of *January*, and registered in the General Register of Sasines at *Edinburgh* the Sixth Day of *March*, all in the Year One thousand eight hundred and thirty-five: And whereas upon the Death of the said Entailer the surviving Trustees named and appointed in and by his said Trust Disposition and Codicils accepted of the Trusts thereby committed to them, and obtained themselves duly infeft and seised by Charter and Sasine in the several Trust Lands and Heritages before mentioned; and Probate of the Will of the said Deceased, limited so far as regarded the Estate and Effects of the said Deceased in *England*, was duly granted on the Eleventh Day of *April* in the Year One thousand eight hundred and thirty-one, by the Prerogative Court of the Archbishop of *Canterbury*, to *John Heriot*, one of the Executors therein appointed, Power being reserved, in the usual Way, to the other Executors to come in and take Probate, if they should see fit; and the said Trustees and Executors have since proceeded in the Execution of the said Trusts, and have applied the Personal Estate of the said Entailer, and the Rents and Profits of his said Entailed Estates, in Payment of the Annuities and Debts made payable by the said Trust Disposition and Codicils, as specified in Schedule (B.) hereunto annexed; and there now remains due by the said Trust Estate, bearing Interest from *Martinmas* last, the Sum of Eleven thousand seven hundred and fifty-eight Pounds Seventeen Shillings, or thereabouts, and the said Trustees have a Sum of Money in their Hands, or in the Hands of Persons indebted to them as Trustees foresaid, applicable to the Payment of the Sum due as aforesaid, to the Amount of Six thousand one hundred and ten Pounds Seventeen Shillings and Two-pence, or thereabouts, as specified in Schedule (C.) hereunto annexed: And whereas on the Tenth Day of *September* in the Year One thousand eight hundred and thirty-four the said *Marianne Sarah*, the Heiress under the said Entail, intermarried with *David Majoribanks* Esquire, and the said Parties thereafter, on the Twenty-sixth Day of *September* in the said Year One thousand eight hundred and thirty-four, obtained the Royal Licence and Authority of His then Majesty to use, bear, and constantly retain in all Time thereafter the Surname of *Robertson*, and the Arms and Designation of *Robertson of Ladykirk*: And whereas the said *Marianne Sarah Robertson* has since attained the Age of Twenty-three Years complete, and has thereupon become capable to receive and enjoy the Rents and Profits of the said Entailed Estates, which amount to the Sum of Seven thousand Pounds *per Annum*, or thereabouts: And whereas the said Trustees, though empowered by the said Trust Disposition and Codicils to sell the Whole, or such Part as should seem to them necessary, of the Feu Duties of the said Lands of
Hillhouse-

Hillhousefield, and to apply the Price or Prices thereof in Payment of the said Entailer's Debts, have not sold any of such Feu Duties; and as the said Lands of *Hillhousefield*, the whole of which are feued out, lie at a Distance from and inconveniently situated for the rest of the said Entailed Estates, it is expedient that the said Trustees should be empowered to sell the said Lands, and the Feu Duties and other Duties and Casualties payable out of the same, and to apply the Proceeds thereof, in the first place, in Payment of the Debts of the said Entailer still remaining due, and in closing the Trust created by the said Entailer, and thereafter in laying out the Remainder of the Price of the said Lands of *Hillhousefield*, and Feu Duties and other Duties and Casualties thereof, in the Purchase of other Lands more convenient for the rest of the said Entailed Estates, to be entailed and settled upon the same Series of Heirs, and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations, as are contained in the Deed of Entail hereinbefore recited: And whereas with respect to certain of the Annuities and Provisions payable to the Widow of the said Entailer, and the Expence of keeping the Place of *Ladykirk*, liferented by her, in order, it is uncertain out of what Fund the same are payable; and it is expedient to charge the whole of the said Annuities, Provisions, and Expences upon the said Entailed Estate: And whereas certain of the Clauses and Provisions in the said Deed of Entail contained in regard to the cropping and Management of Portions of the said Entailed Estate, most of which are discontinuous and distant from the Mansion House, and also the Provisions in regard to the cutting of Timber thereon, are inconvenient, and being contrary to the later and most approved Systems now followed in the Management of Plantations and of Pasturage and Arable Lands, would thus be very prejudicial to the Interests of the Heirs of Entail, and it is expedient to alter or modify the same: But as these Purposes cannot be effected without the Aid and Authority of Parliament, may it therefore please Your Majesty, upon the humble Petition of the said *Marianne Sarah Robertson*, Wife of *David Robertson*, with the Advice and Consent of the said *David Robertson* her Husband, and the said *David Robertson* for himself and on behalf of his infant Children *John Marjoribanks Robertson*, *Sarah Robertson*, and *William Robertson*, 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 the said Lands of *Hillhousefield*, with the Manor Place, Houses, Biggings, Parts, Pendicles, and Pertinents thereof, with the Teinds, Parsonage and Vicarage, of the same, and the Feu Duties and other Duties and Casualties payable for or on account of the said Lands, or any Part thereof, excepting always the Feu Rights or Infeftments of Property of the said Lands of *Hillhousefield*, granted by the said Entailer and his Predecessors and Authors to the different Vassals and Feuars thereof, all as are set forth in the Schedule (A.) hereunto annexed, being Parts of the Lands and Estates contained in the said Deed of Entail

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herein-

Lands of *Hillhousefield* vested in the Trustees to be sold.

herein-before recited, shall from and after the passing of this Act be vested in, and the same are hereby and from thenceforth settled upon and vested in, the said *John Heriot, James Thomson, John Heriot junior, James Thomson junior, James Stormonth Darling, Mrs. Sarah Hunter or Robertson, James Hunter, and Robert Darling*, the surviving Trustees named and appointed in and by the said Trust Disposition and Codicils of the said *William Robertson* deceased, and the Survivors and Survivor of them, and any new Trustee or Trustees that may be appointed in manner herein-after provided, freed and discharged of and from all and every the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations which in and by the said Deed of Entail are limited, created, expressed, declared, and contained of and concerning the Lands, Baronies, and Estates therein mentioned, and of and from the Annuities payable to the said *Sarah Hunter or Robertson*, so far as such Annuities affect the said Lands of *Hillhousefield*, but nevertheless upon Trust and to and for the Intents and Purposes herein-after expressed; (that is to say,) upon Trust that the said *John Heriot, James Thomson, John Heriot junior, James Thomson junior, James Stormonth Darling, Mrs. Sarah Hunter or Robertson, James Hunter, and Robert Darling*, and the Survivors or Survivor of them, and any new Trustee or Trustees that may be appointed in manner after mentioned, do and shall, upon a Requisition to that Effect made to them by the said *Marianne Sarah Robertson* and *David Robertson* her Husband, or in case of the Death of either of them then upon the Requisition of the Survivor of them, or failing such Requisition by the Death of both of them then at the Discretion of the said Trustees, sell and dispose of the said Lands and Premises, Feu Duties, and other Duties and Casualties specified and contained in the said Schedule (A.) hereunto annexed, and that either in One or more Lot or Lots, Parcel or Parcels, and by public Sale or Auction or private Bargain, and after such Advertisement as the said Trustees shall judge best, with Power to the said Trustees to adjourn the Sale or Sales from Time to Time to such Time and Place as they shall judge expedient: Provided always, that until such Sale or Sales as aforesaid it shall be in the Power of the said Trustees as heretofore to enter and receive Vassals and to grant the Charters and Precepts requisite for that Purpose.

Purchase
Money to be
paid into
Bank;

II. And be it further enacted, That when such Sale or Sales shall be effected the Money arising by such Sale or Sales shall, when payable, be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in the Names of the said *John Heriot, James Thomson, John Heriot junior, James Thomson junior, James Stormonth Darling, Mrs. Sarah Hunter or Robertson, James Hunter, and Robert Darling*, and the Survivors and Survivor of them, and any new Trustee or Trustees that may be appointed in manner after mentioned, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated and added to the Principal Sum

until

until the same shall be disposed of as after mentioned; and upon the said Price or Prices and Interest thereof being lodged as aforesaid the said *John Heriot, James Thomson, John Heriot junior, James Thomson junior, James Stormonth Darling, Mrs. Sarah Hunter or Robertson, James Hunter, and Robert Darling*, and the Survivors and Survivor of them, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall be bound to execute and deliver to the said Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands and Premises purchased, free of all the Fetters of the said Entail, and of all Incumbrances whatever, and containing all usual and necessary Clauses requisite for vesting the Lands and Premises so purchased in the Purchaser or Purchasers thereof in Fee Simple, and a Clause binding the said *Marianne Sarah Robertson* and the other Heirs of Entail in absolute Warrantice, and the said Trustees in Warrantice from their own Facts and Deeds only; and the Receipt of the Treasurer, Cashier, or Manager of the Bank of *Scotland*, or Royal Bank of *Scotland*, or *British Linen Company*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, for the Money respectively paid to any such Banks, shall be a full and complete Discharge of the Price to the said Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, and Successors whatsoever; and from thenceforth such Purchaser or Purchasers, his, her, or their Heirs, Executors, and Successors, shall be and are hereby absolutely acquitted and discharged of the said Price, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part of the same.

III. And be it further enacted, That the said *John Heriot, James Thomson, John Heriot junior, James Thomson junior, James Stormonth Darling, Mrs. Sarah Hunter or Robertson, James Hunter, and Robert Darling*, and the Survivors and Survivor of them, and any new Trustee or Trustees that may be appointed in manner after mentioned, shall apply the Money which shall arise by such Sale or Sales, or such Part thereof as shall be necessary, together with the remaining Assets of the said Trust Estate, in the Payment and Extinction of the Debts of the Trust Estate of the said *William Robertson* the Entailer, specified and contained in the said Schedule (C.) hereunto annexed, including the whole Interest due and to become due upon the said Debts; and upon Payment thereof the Creditors in the said Debts shall be bound to execute valid Discharges to the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time, and to the Representatives of the said *William Robertson* deceased, for such or so much of their respective Debts as they shall so receive by Payment from the said Trustees.

and to be applied in Payment of the Debts of *William Robertson*.

IV. And be it further enacted, That if the Money to arise by such Sale or Sales as aforesaid, shall not be sufficient for the Payment and Extinction of the said Debts, the same shall be and continue a Burden upon the Rents of the Remainder of the said Entailed Estates, until paid.

If not sufficient, Debts to continue a Burden on the Rents of the Estate.

V. And

Surplus to be re-invested.

V. And be it further enacted, That in case the Price or Prices to be obtained for the said Lands of *Hillhousefield* and Premises contained in Schedule (A.) hereunto annexed shall exceed the Amount of the Debts specified in the said Schedule (C.) hereunto annexed, and paid off by the said Trustees, so as that there shall be a Surplus of such Price or Prices in the Hands of the Bank or Banks into which the said Price or Prices may have been paid, over and above the Sum authorized by this Act to be applied in Payment and Ex-tinction of the said Debts, and after paying the Expences of passing this Act, and all the necessary Expences which may be incurred in carrying the same and the said Sales into execution (all which Expences the said Trustees are hereby authorized to pay out of the Monies to arise by such Sale or Sales in the first place), the said Trustees, and the Survivors or Survivor of them, and any new Trustee or Trustees that may be appointed in manner after mentioned, may and shall, with the Consent of the Heir of Entail in Possession for the Time of the said Entailed Lands, Baronies, and Estates, or the Tutors or Curators of such Heir, if under Age, and with the Approbation of the Court of Session in either Division thereof, and under their Direction, lay out and employ such Surplus in the Purchase of other Lands and Heritages lying contiguous to or convenient for the said Entailed Lands, Baronies, and Estates, and shall, with the Approbation and by the Di-rection of the said Court, dispone and convey the Lands and Heri-tages so to be purchased by them to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations, as in and by the said Deed of Entail herein-before recited are declared and expressed of and concerning the said Lands and Estate of *Ladykirk* comprised in the said recited Deed of Entail as shall then be existing undetermined and capable of taking effect; and the Dispositions and Conveyances thereof to be executed by them for that Purpose shall be so framed as to bind the Institute or Disponee as well as all and every other Person or Persons succeeding as Heirs of Entail; and the said Trustees, and the Survivors and Survivor of them, shall, immediately after the Execu-tion of such Dispositions or Conveyances, cause the same to be recorded in the Register of Tailzies for the Benefit of all and every Person interested therein, and Infestment to be taken thereon.

Bond of Corroboracion to be granted to the Entailer's Widow, for the Annuities payable to her.

VI. And be it further enacted, That the said Trustees shall, as soon as conveniently may be after the passing of this Act, grant to the said Mrs. *Sarah Hunter* or *Robertson*, the Widow of the said *William Robertson* the Entailer, a Heritable Bond of Corroboracion over the whole of the said Entailed Lands, Baronies, and Estates, excepting the said Lands of *Hillhousefield* and others herein-before directed to be sold, for Payment to the said Mrs. *Sarah Hunter* or *Robertson* of the Liferent Annuity of One thousand Pounds payable to her under the said Trust Disposition bearing Date the said Fifteenth Day of *October* One thousand eight hundred and twenty-one, during her Life or Viduity, at the Terms, upon the Conditions, and

and with Interest and liquidate Penalties and termly Failures, all as specified and contained in the said Trust Disposition, and also for Payment to her during her Lifetime of the yearly Sum of Two hundred Pounds as specified and contained in the Second Codicil to the said Trust Disposition bearing Date the said Twenty-ninth Day of *June* in the Year One thousand eight hundred and twenty-six, and also for Payment to her during her Lifetime of the further yearly Sum of Forty Pounds as the Salary or Wages of a Companion to her the said Mrs. *Sarah Hunter* or *Robertson*, in Terms of the Letter of Directions by the said *William Robertson* to the said *Robert Darling* bearing Date the said Fifth Day of *October* in the Year One thousand eight hundred and thirty; which Annuities of Two hundred Pounds and Forty Pounds are and shall be payable to the said Mrs. *Sarah Hunter* or *Robertson* upon the Seventeenth Day of *October* in each Year, beginning the first Payment thereof under this Act upon the Seventeenth Day of *October* in this present Year One thousand eight hundred and thirty-nine for the Year immediately preceding, and so forth yearly thereafter during the Life of the said Mrs. *Sarah Hunter* or *Robertson*; which Heritable Bond of Corroboration shall be good; valid, and effectual in favour of the said Mrs. *Sarah Hunter* or *Robertson*, and shall effectually bind the whole of the said Entailed Estates remaining unsold and the said *Marianne Sarah Robertson* and the subsequent Heirs of Entail, and shall contain Obligation to infest the said Mrs. *Sarah Hunter* or *Robertson* in said Annuities and liquidate Penalties and termly Failures as before specified, to be upliftable and taken forth of the said Entailed Lands, Baronies, and Estates, excepting the said Lands of *Hillhousefield* as aforesaid, Assignment to the Rents, Mails, and Duties of the said Entailed Lands, Baronies, and Estates to the Extent of the said Annuities and others as aforesaid, Precept of Sasine, and all other Clauses usual and necessary in such Deeds, and shall cause Infestments thereon to be duly expedite, and to be duly recorded in the Register of Sasines; and which Heritable Bond of Corroboration, and Instrument of Sasine following thereon, shall also contain a Clause declaring that it shall only be lawful for the said *Marianne Sarah Robertson* and the subsequent Heirs of Entail to take a simple Receipt and Discharge, or simple Receipts and Discharges, from the said Mrs. *Sarah Hunter* or *Robertson*, for the above Annuities and others as paid; and it shall not be lawful to take an Assignment or Conveyance thereto for preserving the same as a Burden on the said Lands, Baronies, and others, the said Annuities and others being only temporary Burdens, and when once paid shall be totally extinguished; and also declaring that any such Assignment or Conveyance to be taken contrary to this Declaration, and in place of the Annuities, shall be void and null; nor shall the said Annuities or Interest, or Penalties effecting thereto, in any Shape affect the said Lands, Baronies, and Estates, with the Pertinents, or the Rents thereof, or the said Heirs of Entail, in the Person of an Assignee; and it is hereby declared that the said Trustees shall not by granting such Heritable Bond of Corroboration incur for themselves or their Representatives any personal Responsibility in granting the same.

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VII. And

Trustees to give up Possession of Remainder of Entailed Estate to Heirs of Entail.

VII. And be it further enacted, That upon granting the said Heritable Bond of Corroboration in favour of the said Mrs. *Sarah Hunter* or *Robertson*, the said Trustees shall and they are hereby empowered and required to divest themselves of the whole of the Remainder of the said Entailed Lands, Baronies, and Estates in favour of the said *Marianne Sarah Robertson*, or the Heir of Entail entitled to succeed to her, but burdened always with the Liferent of the said Mrs. *Sarah Hunter* or *Robertson* to the said Manor Place, Lawn, Pleasure Grounds, and Gardens of *Ladykirk*, and the Approaches and Gates belonging thereto, and other Appurtenances, settled upon the said Mrs. *Sarah Hunter* or *Robertson* during her Life or Viduity, as herein-after mentioned; and the said *Marianne Sarah Robertson*, and the Heirs of Entail entitled to succeed to her under the said Deed of Entail herein-before recited, shall thereupon enter into the full Possession and Enjoyment of the said Entailed Lands, Baronies, and Estates, with Right to receive and enjoy the Rents and Profits of the said Entailed Lands, Baronies, and Estates, excepting as after excepted, from and after the said Term of *Martinmas* last, when the said *Marianne Sarah Robertson* attained the said Age of Twenty-three Years complete, subject always to all Taxes and Burdens affecting the same; but excepting always the said Manor Place, Lawn, Pleasure Grounds, and Gardens of *Ladykirk*, and the Approaches and Gates belonging thereto, and other Appurtenances, and with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations and Reservations, as in and by the said Deed of Entail are declared and expressed of and concerning the said Lands, Baronies, and Estates comprised in the said Deed of Entail, or such of them as shall then be existing undetermined and capable of taking effect.

Not to affect the Enjoyment of the Manor Place, &c. by the Entailer's Widow.

VIII. And be it further enacted, That nothing herein contained shall alter, prejudice, or affect the Right of the said Mrs. *Sarah Hunter* or *Robertson*, during her Life or Viduity, to possess and enjoy the said Manor Place, Lawn, Pleasure Grounds, and Gardens of *Ladykirk*, and the Approaches and Gates belonging thereto, together with the Walks round the Lawn and Bank South of the House, and of the Household Furniture and Effects provided to her by the said Trust Disposition and Deed of Entail, but that the same shall remain to her in all respects as if this Act had not been passed; and the public and parochial Burdens affecting the said Manor Place, Lawn, Pleasure Grounds, Gardens, and Premises, and the Expence of keeping the same in order, in Terms of the Direction to that Effect contained in the foresaid Letter of Instructions dated the Twenty-fifth Day of *October* One thousand eight hundred and twenty-four, shall in future be a Burden upon and be paid by the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time; and the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time, shall be bound and obliged to furnish to the said Mrs. *Sarah Hunter* or *Robertson* in every Year at the said Manor House of *Ladykirk* Eighty single Cartloads of Coals for the Use of the said Manor House, in Terms of the

Directions to that Effect contained in the said Letters of Directions by the said Entailer to the said *Robert Darling* bearing Date the said Twenty-second Day of *September* and Fifth Day of *October* in the said Year One thousand eight hundred and thirty; but it is hereby declared, that the Provisions hereby made or directed to be made in favour of the said *Mrs. Sarah Hunter* or *Robertson*, or for her Behoof, all as specified in Schedule (D.) hereunto annexed, shall be to her in full Implement and Satisfaction of the several Provisions conceived in her Favour in the Trust Disposition, Codicils, and Letters of Directions before recited.

IX. And be it further enacted, That after the Death of the said *Mrs. Sarah Hunter* or *Robertson* the foresaid Household Furniture and Effects liferented by her shall devolve to the said *Marianne Sarah Robertson*, and the other Heirs of Entail mentioned in the said Deed of Tailzie above recited; and from and after the closing of the said Testamentary Trusts in manner herein-after mentioned the said Trustees shall be released from all Responsibility in regard to such Household Furniture and Effects.

After her Death the Furniture and Effects to go to the Heirs of Entail.

X: And be it further enacted, That after having granted such Heritable Bond of Corroboration as aforesaid in favour of the said *Mrs. Sarah Hunter* or *Robertson* it shall be in the Power of the said *John Heriot*, *James Thomson*, *John Heriot junior*, *James Thomson junior*, *James Stormonth Darling*, *Mrs. Sarah Hunter* or *Robertson*, *James Hunter*, and *Robert Darling*, and the Survivors and Survivor of them, to apply to the said Court of Session in either of the Divisions thereof for a Discharge and Exoneration of their Receipts, Actings, and Proceedings, by virtue of the Testamentary Trusts created by the said *William Robertson*, and that by summary Petition; and the said Court is hereby authorized and required to order Production of the Accounts of the Intromissions of the said Trustees in the said Testamentary Trusts, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of their Intromissions, and to declare them acquitted and discharged thereof, and of their whole Actings and Proceedings in the said Testamentary Trusts for ever.

The Testamentary Trustees may apply to the Court of Session for their Discharge.

XI. And be it further enacted, That if the said *John Heriot*, *James Thomson*, *John Heriot junior*, *James Thomson junior*, *James Stormonth Darling*, *Mrs. Sarah Hunter* or *Robertson*, *James Hunter*, and *Robert Darling*, or any of them, shall die, or be desirous to resign the said Office, which it shall be lawful for them to do at pleasure, or shall become incapable to act in the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully performed and executed, then and in any of these Cases, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Session in either of the Divisions thereof, upon the Application of the said Trustees or any of them, and in case of the Failure of the whole Trustees without others being substituted in their Room, then upon the Application of the said *Marianne Sarah Robertson*,

New Trustees to be appointed.

Robertson, or the Heir of Entail in Possession of the said Estates for the Time, to appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead of them the said Trustees, or such of them, or of such Trustee or Trustees so to be appointed, as shall die, or resign, or shall become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid all and whole the said Lands of *Hillhousefield*, including the Feu and other Duties and Casualties, described in the said Schedule (A.) hereunto annexed, and hereby vested in the said *John Heriot*, *James Thomson*, *John Heriot junior*, *James Thomson junior*, *James Stormonth Darling*, *Mrs. Sarah Hunter* or *Robertson*, *James Hunter*, and *Robert Darling*, and the Survivors or Survivor of them, in Trust as aforesaid, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees, and such new Trustee or Trustees, or wholly in such new Trustees, as the Case may require, and the Survivors or Survivor of them, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with, under, and subject to all the Powers and Authorities by this Act given and declared; and the Act and Decree of the said Court of Session appointing new Trustees as aforesaid shall be registered in the Particular Register of Sasines for the Counties of *Edinburgh* and *Berwick*, or in the General Register of Sasines kept at *Edinburgh*; and such new Trustee or Trustees shall have and enjoy in all respects, and to all Intents and Purposes whatsoever, all and every the Powers and Authorities conferred on the Trustee or Trustees named in this Act, as if such new Trustee or Trustees had been named a Trustee or Trustees in this Act.

The Trustees under this Act may also apply to the Court of Session for their Discharge.

XII. And be it further enacted, That after having sold and disposed of the said Lands of *Hillhousefield* and others herein-before directed to be sold, and applied the Price thereof in manner herein-before directed, and carried the whole other Purposes of this Act into effect, it shall be in the Power of the said *John Heriot*, *James Thomson*, *John Heriot junior*, *James Thomson junior*, *James Stormonth Darling*, *Mrs. Sarah Hunter* or *Robertson*, *James Hunter*, and *Robert Darling*, and any new Trustee or Trustees that may have been appointed in manner above mentioned, and the Survivors and Survivor of them, to apply by summary Petition to the said Court of Session in either of the Divisions thereof for a Discharge and Exoneration of their Receipts, Actings, and Proceedings, by virtue of this Act; and the said Court is hereby authorized and required to order Production of the Accounts of the said Trustees, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of their Intromissions, Actings, and Proceedings, and to declare them acquitted and discharged thereof for ever.

Majority of Trustees to be a Quorum.

XIII. And be it further enacted, That the Majority of the Trustees above named, or such other or others as may be appointed in their Room

Room or Stead, as above mentioned, while more than Two survive or continue, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution, and any One of them who only shall survive or continue shall at all Times have full Power to act by himself alone so long as there is no Appointment of a new Trustee or Trustees in manner before mentioned.

XIV. And be it further enacted, That it shall and may be in the Power of and lawful for the Majority of the Trustees above named for the Time, or of such other or others to be appointed and chosen in their Room and Stead in manner herein mentioned, to employ Lawyers, and to nominate and appoint Agents, Factors, and other Persons necessary, either from among their own Number or otherwise, for carrying the Purposes of this Act into execution, taking sufficient Security from each such Factor for the faithful Execution of his Office before he be allowed to enter upon the Exercise thereof; and the said Trustees shall not be liable for the said Factor, Agents, or others, or their Cautioner or Cautioners, further than that they are Habit and Repute responsible at the Time of their Appointment. Trustees to appoint Factors, &c.

XV. Provided always, and be it enacted, That the said Trustees shall not be charged or chargeable with or accountable for Omissions, or 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 happens without their wilful Neglect or Default respectively, nor any of them for the others or other of them, but each of them only for his own Acts, Receipts, wilful Neglects, or Defaults; and that they and any of them shall, by and out of the Capital or Principal Sums of Money intrusted to them as aforesaid, be entitled to receive and be reimbursed of all Expences and relieved of all Obligations or Liabilities which they shall respectively incur or be put to in the Exercise or Performance of the Trust hereby reposed in them, or in any Manner in relation thereto. Trustees only to be chargeable with actual Receipts.

XVI. Provided also, and be it further enacted, That until the Sale or Sales of the said Entailed Lands of *Hillhousefield* herein-before authorized to be sold shall be accomplished, and the Purchase Money shall be paid as aforesaid, and be applicable to the Purpose of paying off and discharging the said Debts and Incumbrances, the Feu Duties and Casualties of the said Lands of *Hillhousefield* as from the said Term of *Martinmas* last shall be paid to the said *Marianne Sarah Robertson* and *David Robertson*, or the Heir for the Time entitled to the Possession of the said Entailed Estates: Provided always, that until such Sale or Sales shall be accomplished as aforesaid the Interest of the said Debts shall be paid by the Heir of Entail in Possession, and such Interest shall be repaid to such Heir of Entail out of the Proceeds of any Sale or Sales of the said Lands of *Hillhousefield* as aforesaid. Till Sale made, the Rents to be paid to the Heir of Entail.

XVII. And be it enacted, That, after satisfying and discharging the several Purposes of this Act in the Way and Manner herein-before Surplus how to be applied.
 [Private.] 8 i authorized

authorized and directed, the Surplus which shall remain at the Credit of the said Trustees, arising from the Interest of the Money directed to be paid into the said Banks, and all Accumulations thereof, shall be paid to the Person or Persons who would have been entitled for the Time during which such Surplus was accumulating to the Rents and Profits of the said Entailed Estates directed to be sold, or to the Representatives of such Person or Persons.

Power to
plough and
let Grass
Fields.

XVIII. And be it further enacted, That, notwithstanding any thing to the contrary in the foresaid Deed of Entail contained, it shall be lawful to and in the Power of the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time, to plough the following Fields upon the said Barony of *Ladykirk* and Lands of *Horndean*; *videlicet*, the *Cow Park* of *Upsetlington*, *Easter Hill* of *Upsetlington*, *Wester Hill* of *Upsetlington*, *Weatherheads-Wester Park*, the Park lying immediately North of the Farm Offices of *Ladykirk*, and Three Parks at *Horndean*, commonly called *Horndean Easter Hill*, *Wellfield*, and *Landellsfield*, and to raise Hay Crops or other Crops on the said Fields or Parks, according to the Rules of good Husbandry, and as to them shall appear expedient; and it shall be also lawful to the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time, to let the said Fields or Parks, or any Part of them, on Lease or otherwise, for One or more Years, either for Pasturage or for the raising of such Crop or Crops as may to them appear to be most beneficial and expedient: Provided always, that the Right to grant such Lease or Leases shall be under the same Restrictions, Limitations, and Exceptions as are applicable to the granting of Leases of other Portions of the said Entailed Lands, Baronies, and others; and provided also, that no Lease shall be granted of the following Parks; *videlicet*, the *Cow Park* of *Upsetlington*, *Weatherheads-Wester Park*, and the Park lying immediately to the North of the Farm Offices of *Ladykirk*, or of any other Part of the said Lands within the present Walls of the Park of *Ladykirk*, to endure beyond the Life of the Heir of Entail in Possession of the said Estate for the Time being.

Power to cut
Wood.

XIX. And be it enacted, That, notwithstanding of any thing to the contrary in the foresaid Deed of Entail contained, it shall be lawful to and in the Power of the said *Marianne Sarah Robertson* and *David Robertson*, or the Heir of Entail in Possession for the Time, to thin, cut down, and dispose of such Parts of the Wood and Timber growing upon the said Lands, Baronies, and Estates of *Ladykirk* as shall from Time to Time be necessary or expedient for the proper Management of the said Wood and Timber; and the Proceeds arising from the Sale of such Wood or Timber shall from Time to Time be received by and belong unconditionally to the said *Marianne Sarah Robertson*, or the Heir of Entail in Possession for the Time; but declaring that nothing herein contained shall entitle any Heir of Entail to cut down any Trees necessary for the Shelter of the said Mansion House, or for the Shelter and Amenity of the Manor Place, Lawn, and Pleasure Grounds therewith connected.

XX. And

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

XXI. Saving and reserving 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 their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *Marianne Sarah Robertson* and *David Robertson*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Deed of Entail to succeed to and take the Lands and others therein contained,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Lands and Estates hereby allowed to be sold, or the Monies to arise 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. Saving Clause.

XXII. And be it further 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. This Act as printed by the Queen's Printers to be Evidence.

STATE OF RENTAL of the whole FEU DUTIES and other DUTIES and CASUALTIES payable from the

Nos.	Vassals Names.	Feu Duties.			Terms of Payment.
		£	s.	d.	
1	Dunlop, George (Matthieson's Feu)	5	0	0	Whitsunday and Martinmas
2	Watson's Hospital and the Edinburgh Merchant } Maiden Hospital, Trustees of (Gibson's Feu)	3	0	0	Ditto - ditto -
3	Chalmers, Richard, Trustees of, and others (War- } den's Feu)	6	0	0	Ditto - ditto -
4	Anderson, Mrs. Isabella, Representatives of	36	17	1 ⁶ / ₁₂	Christmas and Candlemas
5	Tod, Richard, Trustees of	2	2	0	Whitsunday and Martinmas
6	Chalmers, Lieutenant John, W. Colin, and others	6	0	0	Ditto - ditto -
7	Ordnance of Her Majesty in North Britain, Master } General of	0	0	1	Martinmas yearly -
8	Bayne or Jardine, Mrs. Christina	0	1	0	Whitsunday yearly -
9	Bett, David	3	2	6	Martinmas yearly -
10	Goalen, Alexander (Bannerman's Feu)	5	0	0	Ditto - ditto -
11	Goalen, Alexander (Boyd's Feu)	3	2	6	Ditto - ditto -
12	Glover, John	56	5	0	Whitsunday and Martinmas
13	Boyd, William	50	0	0	Ditto - ditto -
14	Paterson, Robert and Henry, Disponees of; viz., Sympathetic Corporation, Leith Wrights and Masons, Leith, Incorporation of Barbers, Incorporation of, Portsburgh Sword, Mrs. Ellen, Goalen, Alexander Brunton, Robert, Trustees of Paterson, Robert, eldest Son of Robert, the original Vassal	50	0	0	Ditto - ditto -
15	Scott, William, Trustees of	44	10	7 ⁶ / ₁₂	Ditto - ditto -
16	Goalen, Alexander	9	15	0	Martinmas yearly -
17	Robb, George, Disponees of; viz., Bonnar, John Cameron, Captain Charles	35	18	9	Ditto - ditto -
18	Goalen, Alexander	15	12	6	Ditto - ditto -
19	Liddell, Robert	36	17	6	Ditto - ditto -
20	Cleghorn, Archibald, Disponee of	98	0	11	Ditto - ditto -
21	Robertson, Captain W., Royal Navy	45	0	0	Ditto - ditto -
22	Bonnar, John	47	12	6 ⁶ / ₁₂	Ditto - ditto -
23	Cameron, Captain Charles (Disponee of John Bonnar)	77	4	4	Ditto - ditto -
24	Aitchison, William Lauder, Trustees of	25	0	0	Whitsunday and Martinmas
25	Thomson, James, Disponees of; viz., Thomson, Alexander Milne, John, Trustees of Lamb, Peter, Trustees of Brunton, Robert, Trustees of	34	7	6	Ditto - ditto -
26	Scott, W., Trustees of	69	0	0	Martinmas yearly -
State of Burdens payable by the Superiors.		765	9	10 ⁶ / ₁₂	
Feu Duty payable yearly to Sir Gilbert		£	s.	d.	
Stirling		-	1	12	11
Minister's Stipend		-	24	1	4
Cess Bridge and Rogue Money		-	1	16	5 ³ / ₁₂
		27	10	8 ⁵ / ₁₂	
Amount of free Rental		737	19	2 ¹ / ₁₂	

which this Act refers.

Lands of Hillhousefield in the Parishes of St. Cuthbert's and North Leith and County of Edinburgh.

Nos.	Casualties.	Remarks.
1 {	1 <i>l</i> . 13 <i>s</i> . 4 <i>d</i> . Sterling each Heir, and 5 <i>l</i> . Sterling each singular Successor.	{ The Feu Duty for this Feu, No. 4, is 33 Bolls Barley, deliverable in Edinburgh; but for a long Time Payment in Money has been taken according to the Fiars, with an Allowance of 4 <i>d</i> . per Boll more in lieu of Delivery. The above Sum of 36 <i>l</i> . 17. 1- ⁶ / ₇ . is the Average of the Eight preceding Years.
2	3 <i>l</i> . Sterling each Heir. Singular Successor untaxed.	
3 {	1 <i>l</i> . 13. 4. Sterling each Heir, and 6 <i>l</i> . Sterling each singular Successor.	
4	6 <i>l</i> . Sterling each Heir. Singular Successor untaxed.	
5	Double Feu Duty each Heir; singular Successor untaxed.	
6	Double Feu Duty each Heir and singular Successor.	
7	Double Feu Duty each Heir and singular Successor.	
8	Double Feu Duty each Heir and singular Successor.	
9 {	Double Feu Duty each Heir and singular Successor, and Triple Feu Duty each 25th Year, when the Vassal is a Corporation or Collegiate Body.	
10	Ditto.	
11	Ditto.	
12	Ditto.	
13	Ditto.	
14	Ditto.	
15	Ditto.	
16	Ditto.	
17	Ditto.	
18	Ditto.	
19	Ditto.	
20	Ditto.	
21 {	20 <i>l</i> . Sterling each Heir and singular Successor, with a Triple of the Feu Duty every 25th Year in the Case of a Corporate or Collegiate Body.	
22 {	Double Feu Duty each Heir and singular Successor, and Triple every 25th Year where the Vassal is a Corporation or Collegiate Body.	
23	Ditto.	
24	Ditto.	
25	Ditto.	
26	Ditto.	
-- {	The Amount of the Stipend is 21 <i>l</i> . 1 <i>f</i> . 2 <i>p</i> . Barley, which, taken at the Average of the Eight preceding Years, amounts to 24 <i>l</i> . 1. 4.	
-- {	This Sum of 1 <i>l</i> . 16. 5- ⁶ / ₇ . for Cess is the Average of the Eight preceding Years.	

Rob. Mercer.

[Private.]

SCHEDULE (B.) to which this Act refers.

DEBTS and OBLIGATIONS directed by the late WILLIAM ROBERTSON Esquire, of Ladykirk, to be paid by his Trustees, and ASSETS provided by him for that Purpose, and Application thereof.

DEBTS AND OBLIGATIONS.

	£	s.	d.
Amount of Debt due by the Entailer at the Time of his Death, by Bond, Bill, open Account, &c. - - - - -	40,927	17	5 $\frac{6}{12}$
Progressive Interest on said Debt from the Term immediately preceding the Entailer's Death - - - - -	7,384	0	0 $\frac{3}{12}$
Deathbed and Funeral Expences - - - - -	321	9	4
Provisions to the Entailer's Widow, the Heiress of Entail, and the Liferent Annuity to Isaac Haig, Esquire - - - - -	11,823	14	11
	60,457	1	8 $\frac{9}{12}$

TRUST ASSETS applied by the TRUSTEES in part Payment of DEBTS and OBLIGATIONS.

	£	s.	d.
Amount of Money found in Repositories - - - - -	1,000	14	10
Ditto - lodged in Bank, whereof			
Principal - £3,398 16 10			
Interest - - - 38 12 0			
	3,437	8	10
Balance upon Account with Messieurs Coutts and Co., Bankers - - - - -	455	12	4
Proceeds of Sale of Stock, after deducting Expence of Keep and Sale, &c. - - - - -	5,055	4	6 $\frac{1}{12}$
Ditto of Ditto and Farm Produce - - - - -	984	18	6
Price of House in London, less Expences, &c. - - - - -	3,529	0	0
Arrear of Rent due at Entailer's Death, including Sum due by Miss Dalrymple of Hailes for Stipend of Ramrig Rents and Feu Duties received and applied by the Trustees, after deducting Taxes, Parish Burdens, Repairs, Improvements, Expences of Management, &c. - - - - -	498	16	0 $\frac{6}{12}$
Amount of miscellaneous Sums received - - - - -	35,412	8	2 $\frac{5}{12}$
Occasional Interest received on Trust Assets - - - - -	502	8	3 $\frac{6}{12}$
	103	9	10 $\frac{6}{12}$
	50,980	1	5
Balance of Debt as on 10th November 1838, carried forward to next Schedule (C.) - - - - -	9,477	0	3 $\frac{9}{12}$

Rob. Mercer.

SCHEDULE (C.) to which this Act refers.

DEBTS due by the TRUST ESTATE of the late WILLIAM ROBERTSON Esquire of Ladykirk, and ASSETS belonging to the same, as at 11th November 1838.

	£	s.	d.
1. Balance of Debts as on 10th November 1838, as per Schedule (B.) - (David Robertson, Esquire, is now the Creditor for 9,000 <i>l.</i> , Part of this Balance, he having lent that Sum to the Trustees, who applied it in Payment of Debts previously due.)	9,477	0	3 $\frac{9}{8}$
2. Mr. Robert Darling, the Factor, for Advances since 11th of November 1838	535	0	0
3. Interest on the above Debts	231	1	3
4. Mrs. Robertson senior, and her Companion, Half a Year's Annuities, &c.	548	8	5
5. Sundries, Stipends to Clergymen, Taxes, and other Burdens not payable till March 1839	282	5	7 $\frac{6}{12}$
6. Sundries, for Fences and Improvements, &c.	364	3	10
7. Sundry Accounts outstanding	97	17	10 $\frac{6}{12}$
8. For Salaries to Factors for collecting Rents and Feu Duties of the Year 1838. (Exclusive of Expences for obtaining and passing this Act, and carrying the same into execution, and closing the testamentary Trust.)	222	19	8 $\frac{3}{4}$
Amount of Debts	£ 11,758	17	0
ASSETS.			
1. Balance due by the Trustees on the Trust Accounts at 17th October 1838	211	17	7 $\frac{8}{12}$
2. Arrears of Rents and Feu Duties - £1,770 2 11 $\frac{6}{12}$ Deduct doubtful, disputed, and bad - 870 2 11 $\frac{6}{12}$ Balance	900	0	0
3. Rents of Crop 1838 not recovered at 11th November	4,403	16	1
4. Feu Duties payable at Martinmas 1838	595	3	5 $\frac{4}{12}$
Assets	£ 6,110	17	2
Balance of Liabilities	£ 5,647	19	10

Rob. Mercer.

SCHEDULE (D.) to which this Act refers.

ANNUITIES and PROVISIONS in favour of MRS. SARAH ROBERTSON,
Widow of the Entailer.

	£	s.	d.
Annuity payable to herself half-yearly at Whitsunday and Martinmas - - - - -	1,000	0	0
Annual Allowance for keeping a Carriage, payable on 17th October yearly - - - - -	200	0	0
Annual Allowance for a Companion, payable at same Period -	40	0	0
Average Cost of providing Eighty single Cart-load of Coals for the Use of the Mansion House of Ladykirk - - -	32	0	0
Amount, during the Life of Mrs. Robertson, of "the public and parochial Burdens affecting the Manor Place, Lawn, Pleasure Grounds, Gardens, and Premises, and keeping the same in order," which is variable.			
£	1,272	0	0

Rob. Mercer.

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Printers to the Queen's most Excellent Majesty. 1839.