



ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 2.

An Act to confirm certain Arrangements with regard to the Trust Estate of the late *George Viscount Keith*, and to enable his Trustees to carry the same into effect. [12th *July* 1858.]

WHEREAS the Right Honourable *George Keith Elphinstone* Viscount *Keith*, by his Trust Disposition and Settlement dated the Ninth Day of *July* Eighteen hundred and seventeen, and recorded in the Books of Council and Session at *Edinburgh* the Fifth Day of *April* Eighteen hundred and twenty-three, for the Causes and Considerations therein specified, gave, granted, alienated, disposed, assigned, and conveyed, from him and his Heirs and Successors, to and in favour of *David Erskine*, of *Cardross* in the County of *Perth* and of *Petersham* in the County of *Surrey*, Esquire, *Henry Merrik Hoare* Esquire, of *Fleet Street* in the City of *London*, Banker, *James Loch*, of *Lincoln's Inn* in the County of *Middlesex*, Esquire, Barrister-at-Law, and *William George Adam* Esquire, of the same Place, also Barrister-at-Law, (all now deceased,) or such of them as should accept of the Trust thereby created, and to the Survivors and last Survivor of them, and to such other Person or Persons as he might appoint by any Deed or Nomination to be thereafter executed by him, and to such other Person or Persons as his Trustees therein named or to be named by him thereafter and accepting, or the Survivors or last Survivor of them, should assume

Trust Disposition and Settlement of Viscount Keith, dated 9th July, 1817.

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into the said Trust, in consequence of the Powers therein-after mentioned thereby vested in them for that Effect, and to the Heirs of the last Survivor, thereby specially recommending to his said Trustees that upon the Death of any One of those therein named or to be named or assumed as aforesaid they should immediately nominate, appoint, and assume at least One additional Trustee to supply the Vacancy so occurring, so that there might be always a sufficient Number of Trustees for executing the Purposes of the said Trust as Trustees for the Uses, Ends, and Purposes therein-after mentioned, thereby appointing the Majority of those accepting, whether thereby named or thereafter to be named by him, or to be assumed as aforesaid, a Quorum while more than Two were alive and accepting, and declaring the whole Powers thereby conferred to be vested in the accepting Survivors or last Survivor, all and whole the Lands and others following, *viz.*, all and whole the several Lands, Lordships, Baronies, and others therein specially after disposed; *viz.*, all and whole the Lands, Lordship, and Barony of *Kincardine*, comprehending all and whole the Lands and Barony of *Tulliallan* and Kirk Lands thereof and whole Lands of the same which belonged to *Alexander* Earl of *Kincardine*, with the Castle, Tower, Fortalice, Manor Place, Houses, Buildings, Yards, Orchards, Mill, Mill Lands, Multures, Coals, Coalheughs, Saltpans, Woods, Fishings, Cruives, Tenants, Tenandries, and Services of Free Tenants, Advocations, Donations, and Rights of Patronage of the Churches, Chaplainries, and other Benefices of the said Lands, and all and sundry Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Parish of *Tulliallan* late Stewartry of *Strathearn* and Sheriffdom of *Perth*; as also all and whole the Lands of *Lurg* and *Kincardine*, with the Tofts, Crofts, and whole Pendicles and Pertinents thereof, and the Yard adjacent thereto commonly called the *Green Yard*, together with the Teind Sheaves of the said Lands and Pertinents thereof included which were never in use to be separated from the Stock, but excepting always therefrom those Parts of the said Lands of *Kincardine* called *Burnbrae*, with the Teind Sheaves and Pertinents thereof, belonging to *Edward Primrose* of *Burnbrae*, and also excepting those Parts of the Lands of *Lurg*, with the Teind Sheaves, Feu Duties, and Pertinents thereof, belonging to *Alexander Cumming* Portioner of *Lurg*, all lying within the Parish of *Tulliallan*, Lordship of *Culross*, and Sheriffdom of *Perth*, and which Lands of *Lurg* and *Kincardine* before described, with the Exceptions before mentioned, comprehend the Lands and others following; *viz.*, all and whole these Three Quarters or Fourth Parts of the Lands of *Lurg*, with the Teind Sheaves thereof included and Pertinents of the same, acquired by the deceased *Sir George Bruce*, of *Carnock*, Knight, from *William Cumming*, *James Mitchell*, and *John Sands*, Portioners of *Lurg*; as also that Half of the Quarter of the Lands of *Lurg*, with the Teind Sheaves thereof included and Pertinents of the same, acquired by *George Bruce* of *Carnock* from *Henry Macreach*, Portioner of *Lurg*; as also that Third Part of the Lands of *Easter Kincardine*, with the

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the Teind Sheaves thereof included and Pertinents of the same, acquired by the said deceased Sir *George Bruce* from *James Sands*, Portioner of *Kincardine*; as also those Two Parts of the Half of the Lands of *Kincardine*, with the aforesaid Yard called the *Green Yard*, together with the Teind Sheaves thereof included and Pertinents of the same, acquired by the said Sir *George Bruce* from *Thomas Younger* Portioner of *Kincardine*; as also that Quarter of the West Part of the said Lands of *Kincardine*, with the Teind Sheaves thereof included and Pertinents of the same, acquired by *Alexander Earl of Kincardine* from *Henry Cowie*; all lying within the Parish of *Tulli Allan* and Sheriffdom of *Perth* as the said Lands of *Lurg* and *Kincardine* are more particularly described in a Charter of the said Lands and others granted by King *George the Second* to the deceased Mr. *John Erskine*, of *Carnock*, Advocate, dated the Thirteenth Day of *February* Seventeen hundred and forty-four; and also the Feu Duties and Casualties formerly payable furth of the said Lands of *Lurg* and *Kincardine* by the Feuars thereof to the Lords of Erection of the Abbacy of *Culross*, or those deriving Right from them, as the same are particularly specified and contained in the foresaid Charter of the said Lands and others granted in favour of the said deceased Mr. *John Erskine*; as also all and whole the Half of the Lands of *Sands* and *Kellywood*, with the Teinds thereof included, and Houses, Buildings, Yards, Orchards, Tofts, Crofts, Woods, Outsets, Parts, Annexes, Dependencies, and whole Pertinents of the same; and all and whole the Fishings of all and sundry the Cruives in the Water and Bounds of the Lands of *Lurg* and *Kincardine* for Three Days of the Week, viz., *Wednesday*, *Friday*, and *Saturday*, of old belonging to the Abbot and Convent of *Culross*; as also all and whole the other Half of all and singular the said Lands of *Sands* and *Kellywood*, with Houses, Buildings, Yards, Orchards, Tofts, Crofts, Woods, and whole other Pertinents thereof, and Teind Sheaves of the same, together with One Wedder and Eight Capons, of old payable yearly furth of the said Lands to the Lords of Erection of the Abbacy of *Culross*, and which Wedder and Capons were disposed by the deceased *James Lord Colville*, Liferenter, and *James Master of Colville*, his Grandson, Fiar of the erected Lordship of *Culross*, to the deceased *John Sands* of *Sands*, and which Lands of *Sands* and *Kellywood* immediately before mentioned, with the Pertinents, were acquired by the said deceased Sir *George Bruce* from *John Sands* of *Kellywood*, and lie within the said Parish of *Tulli Allan* and Sheriffdom of *Perth*; as also all and whole the Lands within the Seashore opposite to the said Lands and Barony of *Tulli Allan*, Lands of *Lurg*, *Kincardine*, *Sands*, and *Kellywood*, *Bordie*, *Blair*, and *Langside*, with all the Parts, Pendicles, and Pertinents thereof whatsoever, and all which Lands, Barony, Teinds, Patronages, Coalheughs, Saltpans, Towers, Fortalices, Manor Places, Mills, Mill Lands, and others particularly and generally before mentioned, but excepting the foresaid Feu Duties formerly payable furth of the said Lands of *Lurg* and *Kincardine*, were, together with sundry other Lands and

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and Heritages now disjoined therefrom, erected into One free Lordship and Barony called the Lordship and Barony of *Kincardine*, together with the Burgh of *Kincardine* erected into a free Burgh of Barony, with the Liberties, Privileges, Casualties, and Profits which belong to any other Burgh of Barony within *Scotland*, and together also with the full Power, Privilege, and Jurisdiction of free Barony within the Bounds of the said Lands and Barony, and of having, creating, and appointing Baillies, Deputes, Clerks, Officers, Dempsters, and other necessary Members of Court for the Administration of Justice within the Bounds of the said Barony, and for whom the Proprietor should be answerable, and together also with full Power of holding and continuing Baron Courts within the said Burgh of *Kincardine* or any other Place in the said Barony as to them should seem meet and as often as they should see Cause, and of administering Justice therein to all Persons having Interest, of punishing Transgressors conform to Law, of levying and receiving Escheats, Fines, and Amerciaments of Court, and of applying the same to the proper Use of the Proprietor, and with all and sundry other Privileges, Liberties, Prerogatives, Casualties, Profits, and Benefits whatsoever belonging to a free Barony or which by the Custom of *Scotland* are known to belong thereto in any Time bygone or to come, in so far as not abolished by Law, conform to a Charter of Novodamus and Erection of the said Barony granted by King *Charles* the Second under the Great Seal to *Alexander* Earl of *Kincardine*, dated at *Whitehall* the Third Day of *June* Sixteen hundred and sixty-three; as also all and whole the Coals, as well great as small, within the Bounds of the Lands of *Sands*, *Kellywood*, *Kincardine*, and *Lurg* lying within the Lordship of *Culross*, and also the whole Coal within the Seashore and Seafood, as well within the Sea as without the same, opposite to the said Lands of *Sands*, *Kellywood*, *Kincardine*, and *Lurg*, with full Power and Privilege of winning and transporting the same in Terms of the Rights thereto, as also with the special Privilege and Liberty to build Saltpans and Panrooms on the Seashore or Seafoods within the Bounds foresaid or any Part thereof; as also all and every Place and Parts within the said Seashore and Seafoods for building the said Saltpans at pleasure, with full Power of hindering all Persons whomsoever from building Saltpans within the Bounds foresaid in all Time to come, all as contained and described in a Disposition by *David Erskine* Esquire, of *Cardross*, to the said Viscount *Keith*, dated Ninth *May* Eighteen hundred and three, and in his Infestment thereon dated Eighth, and recorded in the General Register of Sasines at *Edinburgh* Twenty-fifth *August* Eighteen hundred and eight, and in a Charter of Confirmation by the Crown in his Favour dated Fifth *July*, and sealed and registered Sixteenth *September* Eighteen hundred and sixteen; as also all and whole the Right and Privilege of the Ferry and Ferry Boats over the River *Forth* at that Passage commonly called *Higginsneuck*, with the whole Rights and Privileges known in Law to appertain and belong

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belong to a public Ferry, and the full Right and Privilege of landing Ferry Boats at the Quays, Stairs, Piers, or other Landing Places at *Higginsneuck*, and that whether such Quays, Stairs, Piers, or other Landing Places be upon the Property of *James Bruce* of *Powfowles*, Esquire, or upon that Part of the Lands of *Higginsneuck* belonging to *George Viscount Fincastle*, with all Powers belonging to the said Viscount *Keith*, or his Predecessors or Authors, to make or to erect, build, or repair all necessary or proper Piers, Stairs, or Landing Places for the Benefit and Advantage of the said Ferry, as contained and described in a Disposition by the said *James Bruce* Esquire to him, dated Thirty-first December Eighteen hundred and six; as also all and whole those Parts of the Lands and Estate of *Culross* after mentioned, *viz.*, all and whole the Town and Lands of *Easter Kirkton*, with the Pertinents, held by *John Sands*, formerly of *William Wilson* senior, Writer in *Edinburgh* in Fee and Heritage, together with the Lands of *Wester Kirkton* sometime possessed by *Finlay Meiklejohn*, and formerly by *Robert Davidson*, with the whole Houses, Buildings, Yards, Tofts, Crofts of the said Lands of *Easter* and *Wester Kirktowns* and whole Pertinents thereof, together also with the Town and Lands of *Walls*, Part whereof was sometime possessed by the said *John Sands*, and the Remainder thereof was formerly possessed by *William Reid*, with Houses, Yards, Tofts, Crofts, Teind Sheaves, and Pertinents of the same, together likewise with these Lands thereof feued out to the deceased *Alexander Aitken* of *Middlegrange* and his Predecessors or Authors, and the Lands thereof which were of old feued out to *Patrick Sands*, Burgess of the Burgh of *Culross*, or others, now for a long Time fallen back into the Hands of the Authors of the deceased *Charles Cochrane* as their Property, and which were formerly possessed by the Tenants of the said *William Wilson*, and lately by the said deceased *Charles Cochrane* and his Tenants, with the whole Mosses, Muirs, Pastures, and Common Pasturages of the same according to Use and Wont, and likeways all and whole these Five Acres and a Quarter of an Acre of Arable Land, and all their Pertinents, lying in the Lands of *Walls*, Parish of *Culross*, and Sheriffdom of *Perth*, between the Lands formerly of the deceased *Robert Christie*, thereafter of the Heirs of *Elizabeth Sands*, upon the East, the common Highway of the same upon the South, the Lands of the deceased *John Gaw* of *Maw* upon the West, and the Remainder of the Lands of *Walls* upon the North Parts, as they are bounded, limited, and marked in the original Rights of the same; and all and whole these Nine Acres of Arable Land or thereby, with their Pertinents, lying in the Lands of *Ashes*, bounded betwixt the Lands formerly pertaining to *John Blaw*, thereafter to *John Birnie*, on the East, the Churchyard of the West Church, and the common Highway upon the South, the Lands formerly pertaining to *John Gaw* of *Maw*, thereafter to the deceased *James Aitken*, thereafter to the said deceased *Charles Cochrane*, upon the West, and the Lands sometime of Mr. *Edward Blaw*, thereafter of *James Johnstone* Baillie of the Burgh of

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Culross, upon the North Parts, lying within the Parish and Regality of *Culross* and Sheriffdom of *Perth* foresaid; as also all and whole the Lands of *Band* sometime possessed by *James Mathew*, the Lands of *Wester Drum* sometime possessed by *Henry Anderson*, the Lands of *Hole* sometime possessed by *Thomas Mathew*, the Lands of *Blainherie* sometime possessed by *Charles Reid*, the Lands of *Whitehill* and *Stewart's Ward* sometime possessed by *Thomas Henderson*, and the Lands of *Bog-side* sometime possessed by *Adam Drysdale*, all purchased by the deceased *Charles Cochrane* aforesaid from *John Erskine* of *Balgownie*, with the whole Houses, Yards, Parts, Privileges, Pendicles, and Pertinents thereof, together with all Right and Interest which the said *John Erskine* had in and to the Muir of *Culross*, with all Right of Servitude, of Pasturage, and others upon the Muir; reserving always Power and Liberty to the Tenants of the remaining Lands of *Balgownie* belonging to the said *John Erskine* to quarry and carry away Stones from the said Lands of *Band* for building Houses and repairing the Park Dyke, (and he also renounced all Right and Interest which he had to *Carrick Moss*,) all lying within the Parish of *Culross* and Sheriffdom of *Perth*; and likewise all and whole the other Five Acres of Arable Land of the Lands of *Walls*, bounded betwixt the said Lands of *Kirkton*, and divided by a Water Passage on the East, the Common Muir of *Culross* on the South-west and North Parts, which Five Acres were purchased by the said deceased *Charles Cochrane* from *Lawrence Johnstone*, Merchant, late Baillie of *Culross*; all and whole the East Part of the Town and Lands of *Kirktown*, with Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pasturage, Common Pasturage, with the universal Pertinents thereto belonging, bounded as in the ancient Charters and Infeftments of the same; as also all and whole the Lands within the Seashore over and against the Lands of *Castle Hill*; as also all and whole those Parts of the Forest Lands of *Culross* after mentioned, purchased by *William Sprott*, Esquire, Solicitor-at-Law, *Edinburgh*, at the Judicial Sale thereof, viz., all and whole that Part thereof called *Waas Ground* betwixt the Turnpike Road and Kirk Road, and East of *Culross Muir*, measuring Thirty-three and a Half Acres, being the Fourth Lot in the Articles of Roup of the said Forest Lands; all and whole that Part of the said Forest Lands being the Ground North of the Turnpike Road on both Sides of *Kirkton Dam*, which was originally Lot Fifth in the said Articles of Roup, and thereafter became Lot First; as also all and whole that Part of the said Forest Lands being the Ground East of *Visto* and *Cairn*, and North of the Water Run from *Kirkton Dam*, measuring One hundred and twenty-five and One Half Acres, which was originally Lot Seventh in the said Articles of Roup; and thereafter became Lot Third; as also all and whole that Part of the said Forest Lands called *Rantry Ground*, North of *Clackmannan Road* and South of *Carnock Road*, and Ground of *Clump* next *Borwin*, measuring One hundred and twenty-five Acres, together with *Rantry Belts* and young Wood, North of *Clackmannan Road*

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Road and South of *Carnock* Road, which was originally Lot Tenth in the said Articles of Roup, and thereafter became Lot Fourth, together with the Wood upon Lot First in the said Articles of Roup of the Wood or Forest of *Culross*, extending in a direct Line northwards from *Kirkton Dam* amongst the Lands of *Kirkton* and *Foreband*, purchased at the Judicial Sale of the said Forest by *Thomas Manson*, Writer to the Signet, for behoof of *George Glenney*, Merchant in *London*, and disposed by the said *George Glenney* to the said *William Sprott*, as the said several Lots of the Forest Lands and Wood Forest of *Culross* are more particularly described in the Articles of Sale thereof and Offers and Enactments following thereon, with the Teinds, Parsonage, and Vicarage of the whole foresaid Lands and others above disposed; as also all and whole the Coals, as well great as small, within the Bounds of the whole foresaid Lands, and also within the Bounds of the Lands of *Bordie*, *Blair*, *Stangside* or *Blair*, and *Langside*, and the Lands of *Castlehill*, and the Common Muir of *Culross* and Territory thereof, with the Pertinents of the same, and also within the Seashore and Seafoods, as well within the Sea as without the same, directly opposite the whole of the aforesaid Towns and Lands, and within such other Parts of the Lordship of *Culross* as lie to the Westward of a straight Line drawn Northwards from the Sea by the East March of the Lands of *Castlehill* to the Old or West Church of *Culross*, and which originally belonged to Mr. *Edward Bruce*, Commendator of *Kinloss*, *Robert Colville*, Heir Apparent of *Easter Wemyss*, *John* Commendator of *Culross*, and Sir *George Bruce* of *Carnock*, as contained in their Infestments of the same, (excepting therefrom the Coals disposed by *William Sprott*, Solicitor-at-Law, to Sir *Robert Preston* of *Valleyfield*, conform to Disposition dated Nineteenth *November* Eighteen hundred and three,) with the Pertinents, with full Power, Liberty, and Privilege of winning and digging Coals, and making Ways and Passages for transporting the same from the Coalpits for the Time to all Places necessary, and that without any Impediment whatever, as also with the special Privilege of building Saltpans on the Seashore or Seaside within the Bounds above written or any Part of the same; as also all and whatever Places and Parts within the said Shore as should be thought proper for building the said Saltpans upon, with full Power and Liberty of stopping all Persons whatever from building Saltpans within the Limits aforesaid in all Time coming; and also the Cruive Fishings at *Long Annat* which were to be held as a Part and Pertinent of the said Viscount *Keith's* Lands of *Culross* in all Time coming; and further, all and whole his Right, alternately along with the foresaid Sir *Robert Preston* Baronet, of the Advocation, Donation, and Patronage of the Parish Church of *Culross*, all as these Lands and others are described and contained in a Disposition and Assignment by the said *William Sprott* to the said Viscount *Keith*, dated Nineteenth *November* Eighteen hundred and three, and registered in the Books of Session (W. B.) Twenty-eighth *January* Eighteen hundred and seven, and in a Decreet Arbitral pronounced in

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in a Submission betwixt the said Sir *Robert Preston* and him by *David Williamson* Esquire, Advocate, as relative to the said Disposition, dated Ninth, and recorded in the Books of Session along with the said Submission Eleventh *November* Eighteen hundred and five; as also all and whole the Farm and Lands of *Keir*, with the Wood now remaining thereon, containing in whole nearly Sixty-one Acres, being the First Lot in the Articles and Conditions of the Judicial Roup and Sale of Part of the Estate and Forest Lands of *Culross* and Wood thereon which belonged to the Earl of *Dundonald*, upon which Articles the same were purchased by *David Thomson* Writer to the Signet; and also all and whole the Ground West of the Forest *Visto* and *Cairn* to West Boundary of said Forest and North of said Farm of *Keir*, measuring One hundred and sixty-one Acres, being the Eighth Lot in the said Articles of Roup, with the Wood now remaining thereon, all lying in the Parish of *Culross* and Shire of *Perth*, with the Teinds great and small of the said Lands, as the said Lands are more particularly described in the original Rights and Infestments thereof and in the Decreet of Sale of these Lands in favour of the said *David Thomson*, dated Tenth *July* Eighteen hundred and six and Fifth *July* Eighteen hundred and eight, in the Process of Ranking and Sale of the Estate of the said Earl of *Dundonald*, all as contained in a Disposition to the said Viscount *Keith* by the said *David Thomson*, with Consent of *William Keir* of *Renniaston*, dated First and Second *February* Eighteen hundred and fifteen; as also all and hail the Town of *Stonehaven*, Houses and Yards of the samen, Harbour thereof, Haven Silver, small Customs, Anchorages, and all other Duties and Casualties thereto belonging, together with the Privilege of Mosses and Pasturage, and all other Privileges whereunto the Feuars, Tenants, and Inhabitants of the said Town of *Stonehaven* were entitled to or in the Possession of at the Time of the Attainder of *George* late Earl *Marischall*, lying within the Sheriffdom of *Kincardine*, together with the Teinds, Parsonage, and Vicarage of the samen, with the Exception of the Houses and Yards which were sometime possessed by Mrs. *Herdman* and *John Morgan*, which were judicially sold in the course of the Ranking and Sale at the Instance of certain Creditors of the *York* Building Company against the said Company and their whole Creditors as Part of the Second Lot of *Dunnottar*, and also all Right which the said Company or their Creditors had in or over the Braes of *Stonehaven* and the Muir lying South of the *Smithy Muir* Farm upon each Side of the public Road, all lying in the Shire of *Kincardine*, and in general those Parts of the Barony of *Dunnottar* and Teinds of the same not included in the former Judicial Sales in favour of *George Keith* late Earl *Marischall*, and *Alexander Allardyce* Esquire, of *Dunnottar*, all as contained in a Decreet of Sale thereof in favour of the said Viscount *Keith*, dated First *March* Seventeen hundred and ninety-seven, and Crown Charter, dated Second *June* and recorded Twenty-seventh *December* Seventeen hundred and ninety-seven, and sealed Second
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January thereafter; as also all and whole the Superiority and Property of all and whole the Lands and Barony of *Wester Kineff*, with the Tower, Fortalice, Manor Place, Gardens, Orchards, and Pertinents of the same whatsoever, comprehending therein the particular Dominical Lands called the *Grange of Kineff*, with the Lands called the *Ward*, and including the Ward Lands of the same, with the Lands of *Denside* and Croft thereof, the Lands of *Craigdavie*, *Harbourshields*, *Dubton*, with Cottages, Outsets, Insets, and Pendicles of the same whatsoever, and with the Advocation, Donation, and Right of Patronage of the Chapel of *Saint John* in *Kineff* now called *Barras*, with the Houses, Biggings, Yards, Orchards, Tofts, Crofts, Annexis, Connexis, Parts, Pendicles, Privileges, and Pertinents of the same whatsoever; as also all and whole the Kirklands of *Kineff*, with the Manor Place of the same called *Whisselberry*, Mill, Mill Lands, Multures, and Sequels thereof, with the Fishboats and White Fishings of the same, and with the whole Houses, Biggings, Yards, Orchards, Outsets, Parts, Pendicles, and Pertinents thereof whatsoever, excepting from the foresaid Lands, and others the Lands of Chapel of *Saint John* in *Kineff* now commonly called *Barras*, and Pertinents thereof, as possessed by *Lawson* sometime Tenant thereof, which Lands all lie within the Parish of *Kineff* and Sheriffdom of *Kincardine*, and are bounded by the Sea on the South, by the Lands of *Kinghornie* on the West, by the Lands of *Allardyce* on the North, and by the Lands of *Fairnieflat* on the East, all as contained and described in a Disposition to the said Viscount *Keith* by the Right Honourable *Charles Hope* Lord Justice Clerk and *David Williamson* Esquire, Advocate, with Consent therein mentioned, dated Twenty-ninth *April* and Thirteenth *May* Eighteen hundred and five, and in a subsequent Crown Charter in his Favour, as also in a Disposition by the Honourable *William Fullerton Elphinstone* of *Carberry* to him, dated Thirteenth *July* Eighteen hundred and ten; also all and whole the Temple Lands of *Kineff*, with Houses, Buildings, Privileges, and Pertinents of the same, lying within the Sheriffdom of *Kincardine*, as contained and described in a Disposition by *John* Viscount of *Arbuthnot* to him, with Consent therein mentioned, dated Fourteenth and Twenty-second *May* Eighteen hundred and five; as also all and whole the Town and Lands of *Kinghornie*, including the Mill Haugh, with the Houses, Buildings, Yards, Tofts, Crofts, Parts, Pendicles, Privileges, and Pertinents of the said Lands, lying within the Parish of *Catterline* and Sheriffdom of *Kincardine*, as now or formerly possessed by Widow *Lindsay*, *John Christie*, *John Beedie*, *James Will*, *Robert Barclay*, *John Rae*, *David Young*, and Messrs. *Tours* and Company, Tenants therein; and also those Parts of the Lands of Mill of *Pitcarry* being Part of the Barony of *Allardyce*, together with the other Parts of the Barony of *Allardyce* lying to the East of the new Turnpike Road leading from *Bervie* to *Stonhaven*, together with the Teinds and whole Parts, Pendicles, and Pertinents of the said Lands whatsoever, as the same are contained in

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and particularly described in the Rights and Infeftments thereof, lying in the Parishes of *Kineff* and *Arbuthnot* and County of *Kincardine*, as contained and described in a Disposition to the said Viscount *Keith* by *John Innes* of *Cowie*, Writer to the Signet, with Consent of *Robert Barclay Allardyce* of *Urie*, dated Thirteenth and Seventeenth *March* Eighteen hundred and six; as also all and whole the Superiority and Property of all and whole the Lands and Barony of *Pitcarry*, with the Manor Place thereof, Houses, Biggings, Yards, Mills, Mill Lands, Multure, Sequels, and others thereto belonging; as also all and whole the Lands of *Cloak*, *Auchendreich*, and *Clashendrum*, with all other Parts, Pendicles, Annexis, Connexis, and Pertinents of the said Lands and Barony of *Pitcarry*; as also all and whole those Parts and Portions of the Lands and Barony of *Allardyce* sometime let to *David Bell* Tenant therein, including those Parts of the said Baronies sometime possessed by *James Hunter* and Widow *Lindsay*, and included in the said *David Bell's* Lease, with the Spinning and Meal Mills of *Pitcarry*, and Machinery and Lands and Pertinents thereto belonging, as the same are or were possessed by *George Lyall* and *Walter Thom*, or one or other of them, all as delineated on a Plan by *John Innes*, Land Surveyor in *Aberdeen*, dated in the Month of *January* Eighteen hundred and eight, and signed by *Masterton Ure*, Writer to the Signet, and *Robert Hill*, Writer to the Signet, on behalf of the Seller and Purchaser, and extending to Four hundred and ninety-one Acres and One Half Acre of Ground, together with the Multure and Sequels and Teinds, Parsonage, and Vicarage of the whole foresaid Lands above disposed; reserving always to *Robert Barclay Allardyce* Esquire, of *Urie* and *Allardyce*, and *John Innes* of *Cowie*, Esquire, his Trustee, and their Heirs and Successors, those Parts of *Pitcarry* disposed by them in *June* Eighteen hundred and six to the Magistrates and Town Council of *Inverbervie*, and the whole Parts and Portions of *Auchendreich* and *Clashendrum* not included in the said Lease to the said *David Bell* nor delineated on the aforesaid Plan, with the Teinds, Multure, and Pertinents thereof, all lying within the Parish of *Arbuthnot* and Shire of *Kincardine*; reserving also to the said *Robert Barclay Allardyce* and his foresaids the Use and Privilege of Two Roads, namely, one from the Lands of *Auchendreich* to the *Stonehaven* Turnpike Road by the Offices of *Clashendrum*, and another Road from the said Lands of *Auchendreich* to the Commutation Road leading to *Arbuthnot* by or near to the Farm Steading at *Pitcarry*, the Breadth of both Roads to be as already made, or if not already made the said Roads to be Twenty-four Feet wide, the said Roads to be made at the Expense of the said *Robert Barclay Allardyce*, and, if an Alteration of the said Roads should be wished for by the said Viscount *Keith's* Trustees or Heirs of Entail therein-after named, and the same could be made without Inconvenience to the Lands belonging to the said *Robert Barclay Allardyce*, they should have it in their Power to make such
Alteration,

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Alteration, all as contained and described in a Disposition to the said Viscount *Keith* by the said *Robert Barclay Allardyce* and *John Innes*, dated Twentieth *June* and Seventh *July* Eighteen hundred and ten, as also in a Disposition by *David Stewart Barclay*, of the Forty-second Regiment, to the said Viscount *Keith*, dated Sixth *September* Eighteen hundred and ten, excepting always from the before-written Conveyance of the Superiority of the Lands last described those Parts and Portions of that Superiority which belonged to *James Wood Esquire*, of *Mon-duff*; as also all and whole the Forty-shilling Land of old Extent of *Cambusmune*, with the Teinds, Parsonage, and Vicarage of the same, Houses, Buildings, Yards, Woods, Fishings, Tacks, and whole Parts, Pendicles, and Pertinents of the said Lands, Teinds, and others, being Parts and Portions of and sometime comprehended in the Barony of *Kilmaronock*, but from which the same are now disjoined and disunited, all lying within the Parish of *Kilmaronock* and Sheriffdom of *Dumbarton*, as contained and described in a Disposition by the Honourable *William Fullerton Elphinstone* to *William Adam*, of *Woodstone*, Esquire, in Liferent, and to the said Viscount *Keith* in Fee, dated Twenty-fourth *August* Seventeen hundred and seventy-nine; as also all and whole the Thirty-shilling Land of old Extent of *Easter and Wester Finnarries*, with the Teinds, Parsonage, and Vicarage of the said Lands, Houses, Buildings, Yards, Woods, Fishings, Tacks, and whole Parts, Pendicles, and Pertinents of the said Lands, Teinds, and others, being Parts and Portions of and sometime comprehended in the Barony of *Kilmaronock*, but from which the same are now disjoined and disunited, all lying within the Parish of *Kilmaronock* and Sheriffdom of *Dumbarton*, as contained and described in a Disposition by the said Honourable *William Fullerton Elphinstone* to the said Viscount *Keith*, dated Third *February* Seventeen hundred and eighty-four; as also all and whole the Superiority and Property of all and whole the Five-pound Land of old Extent of *Badenheath*, with the Tower, Fortalice, Woods, Waters, Mills, Multures, and Sequels thereof, Mosses, Muirs, Meadows, with the Teinds, Parsonage, and Vicarage, and whole other Parts, Pendicles, and Pertinents of the same whatever, lying within the Parish and Barony of *Wester Lenzie* or *Kirkintulloch* and Sheriffdom of *Dumbarton*; and also of all and whole the just and equal Half of all and whole that Seven-shilling Land of old Extent called the *Hole*, being a Part and Portion of the said Five-pound Land of old Extent of *Badenheath*, with Houses, Buildings, Yards, Mosses, Muirs, Meadows, Lime Craig, Coal Craig, Annexis, Connexis, Parts, Pendicles, Pasturages, Privileges, and whole Pertinents thereto belonging, together with the Teinds great and small, Parsonage and Vicarage of the same, within the Parish and Sheriffdom last mentioned, all as contained in a Disposition by *Lady Clementina Fleming* of *Biggar* and *Cumbernauld* to the said Viscount *Keith*, quoad the Superiority, dated Fifteenth *October* Seventeen hundred and ninety-eight, and in a Disposition by the Trustees of *William Hamilton* of *Wishaw* to him, quoad the Property of *Badenheath*, dated Twenty-first *June*

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June Seventeen hundred and ninety-seven, and other Dates, and in a Disposition by *John Steele* of *Inchnock* to the said Viscount *Keith*, quoad the Property of *Hole*, dated Twentieth *May* Eighteen hundred and twelve, together with the whole Privileges, Parts, Pendicles, and universal Pertinents of the whole foresaid Lands, Baronies, and others therein-before disposed, and together with all Right, Title, Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which the said Viscount *Keith*, his Predecessors and Authors, Heirs and Successors, had or could claim or pretend thereto in all Time coming; as also he thereby further gave, granted, alienated, disposed, assigned, and conveyed to the said Trustees and their foresaids all and sundry other Lands and Teinds and Heritable Property whatever situated in *Scotland*, and whole Pertinents which he might thereafter at any Time purchase, succeed to, or acquire in any Manner of Way, and die possessed of, excepting always the particular Lands, Teinds, and others, Heritable Bonds and other Securities for Money, and other Heritable Subjects therein-after disposed and appointed to be sold and uplifted; all which Lands and others particularly and generally before disposed he thereby specially appointed and directed his said Trustees to entail in the Manner and under the Conditions and others and in the Events therein-after mentioned, expressly prohibiting and debarring them from selling or disposing of the same or any Part thereof; and on the Recital that with regard to his whole other Heritable and Moveable or Real and Personal Property, as well as Heritable Bonds or Securities for Money, and Heritable Subjects therein-after appointed to be sold, it was his Intention that the whole thereof, wherever situated, should be sold, recovered, and converted into Money, and that the free Residue of the Price and Produce of the same, after Payment of his Debts, Obligations, Legacies, Donations, Annuities, Provisions, and Expenses of the Trust, should be laid out in the Purchase of Lands and Heritages in *Scotland*, situated as near to and as convenient as might be to one or other of his Properties therein-before conveyed and directed to be entailed as aforesaid, and that the Lands and Heritages so to be purchased by his said Trustees should also be entailed upon the same Series of Heirs, and in the same Manner and under the like Conditions and others, as the Lands and others particularly and generally before disposed were therein-after appointed to be entailed, and also that it was his Intention to execute a last Will and Testament, of even Date with the said Trust Disposition and Settlement, conveying to the same Trustees as were therein named his whole Real and Heritable Estates situated in *England*, and his Moveable Property, wherever situated, for the Purpose of laying out the free Residue in the Purchase of Land in *Scotland* to be entailed as aforesaid, and that it was necessary he should execute the said Trust Disposition and Settlement, and having full Confidence in his said Trustees for carrying the same into effect, therefore he had further given, granted, alienated, and disposed, as he thereby gave, granted, alienated, disposed, assigned, and conveyed, to
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and in favour of the said *David Erskine, Henry Merrik Hoare, James Loch, and William George Adam*, or to such of them as should accept of the said Trust, and to the Survivors and last Survivor of them, and to such other Persons as he might appoint as aforesaid, and to such other Person or Persons as his said Trustees therein named or to be named by him as aforesaid, or the Survivors or last Survivor of them, should assume into the said Trust as aforesaid, and the Heirs of the last Survivor, the Majority of those accepting and surviving, whether therein named or to be named as aforesaid, being always a Quorum, all and whole the Lands and others therein-after described, as also all and sundry other annual Rents, Heritable Bonds, Adjudications, and Tacks of Subjects (not his own Property) pertaining and belonging to him in *Scotland*, or which should pertain and belong to him therein at the Time of his Decease, all which Lands, Tenements of Lands, Houses and others, particularly and generally thereby last disposed, and not directed to be entailed as aforesaid, together with the said Heritable and Moveable Debts, he thereby specially appointed his Trustees to sell and dispose of, sue for and recover, and lay out and invest the free Residue of the Price or Produce thereof (after paying therefrom all his Debts and any Annuities or pecuniary Legacies which he should leave by his Will or any Codicil thereto, in as far as the said Debts and Legacies were not paid, or the Annuities provided for out of the Estate conveyed by his said *English* Will, which was to be the first applicable to these Purposes) in the Purchase of Lands in *Scotland* as therein-after directed, and to entail the said Lands so to be purchased in the Manner particularly therein-after described, giving, granting, and committing to his Trustees full Power, Warrant, and Commission to sell the said Subjects thereby last disposed either by Public Roup or Private Bargain, and to grant Dispositions and Conveyances thereof to the Purchasers, containing all usual and necessary Clauses, and binding his Heirs and Successors in absolute Warrantice to the Purchasers, who however should have no Concern with the Application of the Price or Prices thereof; surrogating and substituting his Trustees in his full Right and Place of the Premises, with full Power to them immediately after his Decease to enter into possession of the whole Lands, Lordships, Baronies, Teinds, Patronages, Tenements of Houses, and whole other Heritages thereby disposed, and to make up all proper and necessary Titles for vesting the same in their Persons, and for that Purpose he bound and obliged himself, his Heirs and Successors, to make, grant, subscribe, and deliver all Writs, Deeds, and Conveyances containing Procuratories of Resignation, Precepts of Sasine, and other Clauses requisite and necessary; and with Power also to receive, pursue for, and discharge the whole Rents, Feu Duties, Customs, and Casualties payable for the whole foresaid Lands and others, also to grant Tacks or Leases thereof for such a Period of Endurance as his said Trustees should think proper, but not exceeding Nineteen Years, for such yearly Tack

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Duties,

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Duties, and under such Provisions and Conditions, as they should consider expedient, also to present Incumbents to the vacant Churches of which he might be Patron at the Time of his Death, also to enter and receive the Heirs of the Vassals and their singular Successors in the Lands and others therein above disposed, holding of him as Superior thereof, and to grant, subscribe, and deliver Precepts of Clare constat in their Favour, to receive Resignations by them and grant Charters thereupon, confirm all Dispositions, Infestments, and other Rights or Securities made by the said Vassals, and to grant Charters of Novodamus in their Favour, when that should seem proper, containing all Clauses needful, which Charters and others so to be granted by his said Trustees should be equally binding upon his Heirs of every Description as if the same had been granted by himself; and further, with Power to his said Trustees to sue for, recover, uplift, discharge, renounce, or convey the whole Debts, heritable and moveable, therein generally or specially before conveyed, and which should be owing to him at the Time of his Death; also to submit and refer, compound and transact, as they should think advisable, all Questions and Differences that might arise either in relation to his Real or Personal Estate thereby conveyed, and generally to do every other Thing in relation to the Premises which he could do himself if then in Life; and further, with Power to his said Trustees named or to be named as aforesaid and their foresaids, when and as often as they or he, or a Majority if there be more than Two surviving, should think expedient so to do, (keeping always in view his Recommendation on that Subject therein-before written,) to nominate and appoint by a Writing under their or his Hands any Person or Persons they or he should judge proper to be a Trustee or Trustees for the Purposes therein mentioned, along with them or him, or in succession to them or him after their Decease; and he thereby declared that the Person or Persons to be appointed should have the same Powers of acting in every Part of the Trust as the Trustees therein named had, or as if the Person or Persons so to be appointed were therein named and appointed by himself as Trustees; and he thereby declared that every Act and Deed done by the foresaid Quorum of Trustees should be as valid and effectual as if done by his whole Trustees; and with Power to his said Trustees to appoint Commissioners, Factors, Cashiers, Agents, and other Persons necessary, either from among their own Number or otherwise, for managing his Estate and Effects thereby conveyed, and to allow them such Gratifications for their Trouble as to his said Trustees, or their Quorum, should seem proper; but declaring always that the said Trust Disposition and Settlement was granted in trust only, and under the Burdens, Conditions, Provisions, and for the Uses, Ends, and Purposes therein-after mentioned; *Primo*, with regard to the Deed of Entail to be executed by his said Trustees as therein-before alluded to, considering that he had at the Date of the said Trust Disposition and Settlement no Heirs Male of his Body, and that

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that the Honourable *Margaret Mercer Elphinstone* his eldest Daughter had intermarried with Count *Flahault*, and as he was then resolved that in all Events whatever she should be excluded from all Interest in or Benefit from his Estates, heritable or moveable, and that her Children only should be allowed to succeed thereto in the Manner therein-after specified, provided they should be Protestants, brought up and educated in the United Kingdom of *Great Britain* and *Ireland* according to the Faith of the Protestant Religion, and be capable by Law of holding and inheriting Real Estate in the said United Kingdom, should have come under no Allegiance to any Foreign Power, and should not have enrolled themselves nor accepted of any Commission in the Service of any Foreign State or Potentate, therefore, in the event of his leaving an Heir Male or Heirs Male of his Body, he directed and declared that the whole foresaid Lands and others therein appointed to be entailed as aforesaid, together with those which might be purchased by his Trustees for the Purpose of being entailed as aforesaid, should be and continue under the Direction and Management of his Trustees until an Heir Male of his Body should arrive at the Age of Twenty-one Years complete, or until the Failure of all Heirs Male of his Body before any of them attain the Age of Twenty-one, during which Period the Trustees should dispose of the Rents, Duties, and Casualties of the said Lands and others as follows; first, they should maintain and educate out of the said Rents, Duties, and Casualties such Heir Male of his Body in a Manner suitable to his Rank and Station in Life; secondly, they should, out of the same, finish and complete, according to the Plan upon which they had then been begun, the Mansion House, Office Houses, Garden, and Pleasure Grounds which he was then building and laying out upon the foresaid Estate of *Kincardine* and *Tulliallan*, if not completed before his Death, and should keep the same during said Period in good and proper Repair, always allowing the said Heir Male to occupy and possess the same when his Trustees should think fit; thirdly, they should lay out, in manner therein-after specially directed, the Sums necessary for maintaining and educating the Child or Children of the said *Margaret Mercer Elphinstone*; and lastly, they should accumulate the Residue thereof (after all other necessary or reasonable Expense of their Trust Management, such as of collecting the Rents, Allowances to Factors or Cashiers, Law Expenses, and all other proper Expense incident to such Management), and should lay out the same in the Purchase of Lands in *Scotland*, and entail the said Lands in the same Manner as was therein appointed to be done with the free Residue of his Means and Estate; and upon such Heir Male arriving at the Age of Twenty-one Years complete, he appointed his Trustees to execute and record in the Register of Tailzies, and in the Books of Council and Session, a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first above disposed and directed to be entailed as aforesaid, together with the Lands which
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might have then been purchased by his Trustees for the Purpose of being entailed as aforesaid, to and in favour of such Heir Male of his Body first attaining the Age of Twenty-one, and to the Heirs Male of his Body; whom failing, to the other Heirs Male of his Body and to the Heirs Male of their Bodies; whom failing, to the Heirs Male of the Body of the said *Margaret Mercer Elphinstone* capable of holding and inheriting Real Estate in the United Kingdom of *Great Britain* and *Ireland*, and being educated as Protestants within the said United Kingdom, and who should have come under no Allegiance to any Foreign Power, and should not have enrolled themselves nor accepted of any Commission in the Service of any Foreign State or Potentate (she the said *Margaret Mercer Elphinstone* being Herself absolutely and for ever excluded from succeeding to, taking, or enjoying the Lands and others thereby disposed); whom failing, to *Georgina Augusta Henrietta Elphinstone*, Daughter procreated of the Marriage betwixt him and *Hester Maria Thrale* Lady Viscountess *Keith*, and the Heirs Male of her Body; whom failing, to the other Daughters to be procreated of his Body, one after another in the Order of their Seniority, and to the Heirs Male of their Bodies; whom failing, to the Heirs Female of the Body of any Heir or Heirs Male thereafter to be procreated of his Body; whom failing, to the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* capable of holding and inheriting Real Estate and having been educated as Protestants within the said United Kingdom as aforesaid, and not having come under any Foreign Allegiance, nor been enrolled nor having accepted of any Commission in Foreign Service as aforesaid; whom failing, to the Heirs Female of the Body of the said *Georgina Augusta Henrietta Elphinstone*; whom failing, to the Heirs Female of the Bodies of any other Daughters who might be thereafter procreated of his Body, one after the other in the Order of their Seniority; whom failing, to the Honourable *Mary Elphinstone* his Sister German, and the Heirs Male of her Body; whom failing, to the Right Honourable *John* Lord *Elphinstone* and the Heirs Male of his Body; whom failing, to the Honourable *Charles Elphinstone Fleeming* of *Biggar* and *Cumbernauld*, his Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *James Ruthven Elphinstone* his Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *Mountstuart Elphinstone* his Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *William Fullarton Elphinstone* his Brother German, and the Heirs Male of his Body; whom failing, to the Heirs Female of the Body of the deceased *John* Lord *Elphinstone* his Brother; whom failing, to the Heirs Female of the Body of the said Honourable *William Fullarton Elphinstone*; whom failing, to *John Adam*, eldest Son procreate of the Marriage betwixt the Right Honourable *William Adam*, of *Woodstone*, One of His Majesty's most Honourable Privy Council, and One of the Barons of Exchequer, and Lord Chief Commissioner of the Jury Court in *Scotland*, and the Honourable
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Eleonora Elphinstone his Sister German, and the Heirs whatsoever of his Body; whom failing, to *Charles Adam*, Second Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *William George Adam*, Third Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Frederick Adam*, Fourth Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Francis James Adam*, Fifth Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Clementina Adam*, Daughter of the said Marriage, the Wife of *John Anstruther Thomson* of *Charlton*, and the Heirs whatsoever of her Body; whom failing, to the Right Honourable *Clementina* Dowager Lady *Perth*, his Sister, and the Heirs whatsoever of her Body; whom failing, to any Person or Persons to be named by him in any Nomination or other Writ to be executed by him thereafter as relative thereto; and failing of such Nomination or of the Persons therein to be named, then to his own nearest Heirs whomsoever and their Assignees, the eldest Heir Female excluding Heirs Portioners and succeeding always without Division through the whole Course of the Succession; declaring always, as it should by said Deed of Entail be expressly provided and declared, that neither the Institute nor any of the Substitutes of Entail who should not have been educated in the Protestant Faith, or who should have come under any Allegiance to any Foreign Power, or who should have been enrolled or accepted of a Commission in the Service of any Foreign State or Potentate, should be entitled to take or succeed to the said Lands and others to be entailed as aforesaid, thereby expressly excluding and debarring the said Institute and whole Substitute Heirs of Tailzie who should not have been so educated, or who should have come under any such Foreign Allegiance, or should have been enrolled or should have accepted of any such Foreign Commission, from taking or succeeding thereto in any Manner of Way whatever; but which Deed of Entail so to be executed by his said Trustees should contain and be granted by them with and under the Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations and Reservations after written, *viz.*, with and under the Condition and Provision always, as it should thereby be expressly provided, that the Institute, and all and each of the Heirs of Entail, and the Husbands of a Female Institute or of Female Heirs taking or succeeding to the said Lands and Estate and others, by virtue of the said Deed of Entail, who were not entitled to the Dignity of the Peerage, should be astricted, holden, and obliged constantly to use, bear, and retain in all Time after their Succession the Surname and Style or Designation of "*Elphinstone of Banheath and Stonehaven Marischall*," and the Coat Armorial used by the said Viscount *Keith* at the Time of his Death in respect of the Name of *Elphinstone*, as their proper Surname, Style or Designation, and Arms; excepting always that in case the Institute, or any of the Heirs or Husbands of a Female Institute or of Female Heirs, taking or succeeding to the Lands and Estate to be thereby disposed,

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should happen to have Right to or should succeed to any other Entailed Estate, by the Rights and Settlements whereof they should be obliged to use and have a Surname, Style or Designation, and Arms different from those therein-before mentioned, under an Irritancy, if they did not, of losing all Right and Title to such other Tailzied Estate, then and in such Case it should be lawful to such Institute, or the Heirs and Husbands of a Female Institute or of Female Heirs, taking or succeeding to the Lands and Estate to be disponed by said Deed of Entail, to make an Addition to the Surname and Style or Designation of "*Elphinstone of Banheath and Stonehaven Marischall*," and to the Arms which might be used by him as aforesaid at the Time of his Death, of such other Surname and Style or Designation, and of such Arms, agreeably to the Rules of Heraldry, as should be appointed and required by the Settlements of such other Tailzied Estates, as long as the Right to and Possession of the same remains with his said Heirs, but declaring always that the same should be used, held, and enjoyed only in conjunction with the aforesaid Surname and Style or Designation of "*Elphinstone of Banheath and Stonehaven Marischall*" and his own Arms as aforesaid; and with and under these Conditions, that the Institute and whole Heirs of Tailzie taking and succeeding to the Lands and Estate to be disponed by the said Deed of Entail should be obliged to possess and enjoy the same by virtue of the said Deed of Entail so to be executed by his said Trustees, or of any Nomination or other Writ to be thereafter granted by him, and of the Infestments, Rights, and Conveyances to follow thereupon, and by no other Right or Title whatever; and that they should use any other Right which they might happen to have or acquire only as additional or collateral Titles thereto for strengthening and supporting the said Deed of Tailzie only, and for no other Purpose whatever; as also that they should on no Account or Pretext whatever lie out unentered, but should be holden and obliged to obtain themselves entered thereon and infest within the Space of Twelve Months after such Heirs should respectively come to the Knowledge of the Death of their immediate Predecessor; and in case they be Minors at that Time, then within Twelve Months after they should respectively attain Majority and come to the Knowledge of the Death of their Predecessor as aforesaid, or if out of *Great Britain*, within Twelve Months to be computed from the Time that Instructions might have been received in *Britain* for obtaining them entered and infest if sent immediately upon their respectively coming to the Knowledge of the Death of their immediate Predecessor; and also to cause engross and *verbatim* insert the whole of the foresaid Course and Order of Succession, and any further or any other Order of Succession to be appointed by him, and to be contained in the said Deed of Entail to be executed by his said Trustees, and the several Burdens, Conditions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations therein specified, or to be contained

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tained in such other Writ to be therein-after granted by him relative thereto, and to be contained in the Deed of Entail to be executed by his said Trustees, and that in the Instruments of Resignation, Charters, and Infeftments to follow thereupon, and in all the subsequent Procuratories and Instruments of Resignation, Charters, special retoured Services, Instruments of Sasine, and other Transmissions and Infeftments of the said Lands and Estate; and also to purge and redeem, and procure renounced and discharged, in manner therein-after mentioned, all Adjudications, Apprisings, and other legal Diligence and Execution whatever which might happen to be obtained of or against the said Lands and Estate or any Part thereof for Payment of any Debt or Performance of any Deed payable or prestable by him or his Authors, or of any real legal or public Burden, or other Claim or Demand whatever, to which the said Lands and Estate or any Part thereof were then or might thereafter happen by Law to be subjected or made liable; and with and under the Restrictions and Limitations therein-after written, as it should be thereby expressly conditioned and provided, that the Wives and Husbands of the Institute, and of the several Heirs taking or succeeding to the said Lands and Estate, were and should be debarred and excluded from all Right of Terce or Courtesy to or upon the same or any Part thereof, any Law or Custom to the contrary notwithstanding; and that it should not be lawful to nor in the Power of the Institute, nor of any of the Heirs taking or succeeding in virtue of such Deed of Entail so to be executed by his said Trustees, to alter the same or the Order of Succession to be prescribed by said Deed of Entail, or any of the Conditions, Provisions, Restrictions, or Irritancies therein contained, or to do or grant any Act or Deed which might import or infer any Alteration, Innovation, or Change thereof, directly or indirectly; but with this Exception always, that in case any apparent or presumptive Heir or other Substitute who might succeed to the said Lands and Estate should be forfeited or attainted of Treason or Misprision of Treason, or be under any other legal Incapacity that is not removable, which might exclude or disable them from taking, holding, or enjoying the said Lands and Estate and others, then and in that Case it should be in the Power of the Institute or of any of the Heirs who had succeeded to the said Lands and Estate, and should be in the Fee thereof for the Time, so often as such Case should happen, in all Time coming, by a Deed under his or her Hand to renew the said Deed of Entail so to be executed by his said Trustees in favour of himself or herself and the other Heirs called after them to the Succession, according to the Order prescribed by the said Deed of Entail to be executed by his said Trustees, who should be capable to succeed, leaving out and passing by such apparent or presumptive Heir so rendered incapable of taking, holding, or enjoying the said Lands and Estate, in the same Manner as if such Heirs were naturally dead, and to settle the said Estate and Succession thereto upon themselves and the other Substitutes who were under no legal Incapacity, but with and under the whole Burdens, Conditions, Provisions,

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Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Reservations, and Declarations contained in the Deed of Entail to be executed by his said Trustees; and with and under the Restriction and Limitation also, as it should be by said Deed of Entail so to be executed by his said Trustees expressly conditioned and provided, that it should not be lawful to nor in the Power of the Institute or of any of the Heirs succeeding to the said Lands and Estate and others in virtue of the Deed of Entail to be executed by his said Trustees to sell, alienate, wadset, impignorate, dispo, burden, dilapidate, or put away the Lands and others to be thereby dispo, or any Part thereof, either irredeemably or under Reversion, or anywise to affect or burden the same in any Manner or by any Means whatever, or to contract Debts or to do any Act, civil or criminal, whereby the said Entailed Lands and Estate, or any Part thereof, might be adjudged, evicted, forfeited, or anywise affected; but excepting and reserving always full Power and Liberty to the Institute, and the whole Heirs of Tailzie taking or succeeding to the said Lands and Estate, and being in the Right and Possession thereof in virtue of the said Deed of Entail to be executed by his said Trustees, to provide Liferent Jointures or Annuities in favour of their Wives and Husbands, or of the Wives and Husbands of their apparent or presumptive Heirs, but that only by way of Infestment in an Annuity out of the said Lands and others to be thereby dispo, such Liferent Annuity not exceeding the Sum of One thousand five hundred Pounds Sterling Money; but declaring always that although more than One Jointure or Annuity might at one and the same Time be legally contracted for, to, and settled by the Heirs of Entail on their Wives and Husbands, yet that such subsequent Liferent Annuities should not, along with the former subsisting Annuities, exceed in the whole the Sum of Two thousand Pounds Sterling annually, but such subsequent Annuities might be increased proportionally as the former Liferent Annuities should cease, but so as that the First Annuitant should not have more than One thousand five hundred Pounds *per Annum*, nor the Estate be at any Time burdened with Annuities beyond Two thousand Pounds Sterling *per Annum* as aforesaid; and declaring also that the Arrears of the Jointures or Annuities to be thereby allowed to be granted should in nowise burden or affect the said Lands and others longer in any Event than Three Years after they should become due, so that in case the Person having Right thereto should fail or neglect for any Cause whatever to levy or receive the whole of the Jointure or Annuity so provided furth of the said Lands and Estate for upwards of Three Years, then from thenceforth the Security upon the said Lands, in so far as concerns all Arrears of Jointure or Annuity which should have been due for more than Three Years, should fall and become forfeited, and the said Lands should be freed and disencumbered of the same, and the said Lands, and Heirs of Entail succeeding thereto, should be nowise affectable, liable, or subject to legal Diligence for the same in any Manner of Way; and which

Declaration

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Declaration should be *verbatim* inserted in all the Infeftments to be granted in virtue of said Deed of Entail by the Heirs in the Right and Possession of the said Lands and others in favour of their Wives and Husbands, and which Jointures or Annuities should by said Deed of Entail be declared to be in full of all Terce or Courtesy furth of the said Lands, from which Terce and Courtesy the Wives and Husbands of the Institute, and of all the Heirs of Entail taking or succeeding to the said Lands, should be thereby expressly excluded and debarred as aforesaid; as also reserving full Power and Liberty to the said Institute and to the whole Heirs of Tailzie (being in the Right and Possession of the said Lands) to provide their Children (besides and other than the Heir succeeding thereto), out of the Rents of the said Entailed Estate, in Portions and Provisions not exceeding the Sum of Five thousand Pounds Sterling for One such Child, Ten thousand Pounds Sterling for Two such Children, and Fifteen thousand Pounds Sterling for Three or more such Children, which several Provisions in favour of such Children other than the Heir should bear Interest from the Death of the Granter, and should be divisible in such Proportions as he or she should appoint; but expressly providing and declaring that if at the Period of any Heir of Tailzie granting any Provisions to his Child or Children there should previously be subsisting unsatisfied or unextinguished any Provision or Provisions to the Child or Children of an apparent Heir, or of an Heir, then and in that Event such Heir in possession should not be allowed to grant Provisions to any greater Extent than the Difference betwixt the said subsisting former Provision or Provisions and the total Extent foresaid to which Provisions were thereby allowed to be granted, according to the Number of Children of the Granter, but without Prejudice however to such Heir being in the Right and Possession of the said Lands granting Provision to the full Extent thereby allowed corresponding to the Number of his younger Children as aforesaid, provided the same be done under the special Condition and Qualification that the same should not take effect nor become a Burden upon the Rents of the said Entailed Estate until the said Provision or Provisions granted by a preceding Heir should have been gradually or fully paid off and extinguished; always in such Manner that there should at no One Time be Provisions exigible out of the Rents of the Entailed Estate aforesaid to an Extent exceeding the foresaid Sums allowed to be granted in the respective Events before specified, and that the Provisions subsequently granted should only come into effect and be exigible or begin to affect the Rents of the said Entailed Estate at the Term subsequent to that at which the previous Provisions should have become gradually or fully satisfied and extinguished; and likewise reserving full Power and Liberty to the Institute and to the whole Heirs of Tailzie (being in the Right and Possession of the said Lands as aforesaid) to provide the Children of their own apparent or presumptive Heir (besides and other than the Heir who would be entitled to succeed under such Tailzie) in Portions and Provisions to the

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same Extent, according to their Number, as before allowed in the Case of an Heir providing for his own Children, that is to say, when there were no other subsisting Provisions to Children of an Heir or apparent Heir, but when there were other Provisions, then only to the Extent and in so far as the said Sums were not exhausted by former subsisting Bonds of Provision, and when Provision should have been so given to the Children of an apparent or presumptive Heir it should not be competent to such Heir, when he should have afterwards succeeded to the Estate, to give further Provisions to his Children to any greater Extent than the Difference, if any be, by which such Provisions (formerly given while he was in a State of Apparency) fall short of the Provisions he might have given to his Children if they had not been provided for by his Predecessor, and which several Provisions in favour of the Children of such apparent or presumptive Heir as aforesaid should bear Interest from the Death of the longest Liver of the Granter and his said apparent or presumptive Heir, and should be divisible in such Proportions as they or the longest Liver of them should appoint; and which whole Portions and Provisions, both those in favour of the Children of the Heir in possession and those in favour of the Children of the apparent or presumptive Heir of such Heir in possession, should be provided and secured only by way of Bond and Infestment in Security thereof over such Parts and Portions of the said Lands and others, or by Assignation to the Rents and Duties of such Parts and Portions of the foresaid Lands and others to be entailed as aforesaid, as to the Granter of the said Provisions should seem proper, not in either Case exceeding a Third Part of the yearly Rent of the said Lands so to be entailed, free of all public Burdens or Deductions whatever, and which Bonds and Infestments in Security or Assignation should commence from the Term of *Whitsunday* or *Martinmas* immediately preceding the Death of the Granter, and should subsist till the Rents of those Parts and Portions of the said Lands and others over which the said Infestments in Security might be so granted, or the Rents so to be assigned and annually applied to the Payment of the said Provisions and growing Interest thereof, should or might have *bonâ fide* extinguished the same, and Three Years longer, after which the said Bonds and Infestments in Security or Assignations should cease and determine and become void, even although by Indulgence or Neglect the said Rents should not have been regularly levied and applied as said is, and the Provisions should thereafter cease to afford any Claim against the Entailed Estate or Rents thereof, or succeeding Heirs of Entail, all Claim against Intromitters with the said Third of the Rents during the Period foresaid remaining still entire; and declaring that it should not be lawful for the Institute, or any of the foresaid Heirs of Tailzie, to grant any other Kind of Security over the said Lands and others for the said Provisions to Children or Grandchildren except in manner foresaid, declaring that it should not be lawful to or for the said Children, or any of them, to use any Manner of Diligence whatever against the said Lands and others, or to affect

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affect the same in any way, except for levying the Rents and Duties which should be made a special Condition in the Bonds or other Securities granted for the said Provisions, otherwise the same should be void and null; and with and under this Restriction and Limitation also, that the said Institute, and the whole Heirs taking or succeeding in virtue of the Entail to be executed by his said Trustees to the said Lands and Estate, should be by said Deed of Entail prohibited, limited, and restrained from contracting Debt or coming under any Obligation, or doing any Act and granting any Deed whatever, directly or indirectly, whereby the said Lands and Estate, or any Part thereof, might be affected, appraised, adjudged, forfeited, confiscated, poided, or be in any Manner of Way evicted from the said Heirs, or whereby the said Tailzie to be executed by his said Trustees, or the Order of Succession to be thereby established, might be prejudged, hurt, or changed, excepting as in the Cases before excepted; and with and under the Restriction and Limitation that it should not be in the Power of the said Institute, or of any of the Heirs taking or succeeding to the said Lands and Estate in virtue of the Deed of Entail to be executed by his said Trustees, to set Tacks or Rentals of the same or any Part thereof for any longer Space than Nineteen Years, or to set any Tack or Rental with a Diminution of the former Rent when the said former Rent could be got from a sufficient Tenant; neither should it be lawful to nor in the Power of the said Institute, nor of any of the Heirs of Entail foresaid, to receive or accept of any Sum or Sums of Money, or other valuable Thing whatever, by way of Grassum or Consideration for the granting or renewing a Lease in any Case whatever; and providing always that it should not be in the Power of the said Institute, or of any of the said Heirs of Entail, to set any Tacks or Rental of the Mansion House and Offices built or to be built by him or his said Trustees upon his said Estate of *Kincardine* and *Tulliallan* as aforesaid, nor of the Gardens or Pleasure Grounds, nor of the Inclosures immediately adjoining thereto, which should subsist or endure beyond the Life of the Granter; and with and under the Restriction and Limitation also, as it should be by said Deed of Entail expressly conditioned and provided, that the Lands and Estate to be thereby disposed should not be affected or burdened with or be subjected or liable to be adjudged, appraised, or in any other Way evicted, either in whole or in part, for or by the Deeds or Debts legal or voluntary contracted or granted by the said Institute, or any of the Heirs succeeding thereto in virtue of said Deed of Entail to be executed by his said Trustees, whether before or after their Succession or attaining Possession of the said Lands and Estates (except as therein-before permitted), or with or by the Commissions, Acts, or Deeds committed or done by them or any of them prior or posterior to their Succession; and it should be by said Deed of Entail expressly conditioned and provided that in case any Adjudication or Appraising, or other legal Diligence and Execution, should happen to be obtained of or used against the Fee or
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Property of the said Lands and Estate to be thereby disposed, or any Part thereof, for not Payment or Performance of any Debt or Deed payable or prestable by him or his Authors whom he represented, or of any real or public Burden, or of any Claim or Demand to which the said Lands and Estate, or any Part thereof, were then or might thereafter happen by Law to be subjected or made liable, then and in that Case the said Institute or Heir of Tailzie in possession of the said Lands and Estate for the Time should be bound and obliged to redeem or otherwise purge such Adjudications, Apprisings, or other legal Diligence within Three Years if he be within *Scotland*, and if he should be furth thereof within Four Years at most after the same should happen to be led and deduced and final Decreet therein pronounced, and in case of his or her Failure to redeem and purge the same accordingly, then he or she should forfeit and lose his or her Right and Title to the Lands and Estate to be disposed by said Deed of Entail, and the same, and Right of Redemption thereof, should fall and devolve to the next Heir capable to take and hold the same, and not liable to any of the Disqualifications foresaid, who would succeed thereto upon the natural Death of the Person so failing; and such next Heir should, within the Space of Five or Six Years at most after the obtaining such Adjudication or other legal Diligence or Execution as aforesaid, be holden bound and obliged to declare the Irritancy of the former Contraveners or Failers Right, and to redeem or purge the said Diligences within the Space of the said Six Years at most, wherein if he also fail he should in like Manner forfeit and lose all Right and Title to the said Lands and others to be disposed by said Deed of Entail, and the same, and Right of Redemption thereof, should fall and devolve to any of the subsequent Heirs capable of taking and succeeding, and not liable to any of the Disqualifications foresaid, and called after those so failing, whether nearer or remoter, who should think fit to redeem the said Lands and Estate and purge the said Diligence before the Expiry of the legal Reversion thereof, and the Heirs so redeeming and purging as said is should have the sole Right and Title to the said Lands and Estate, exclusive of all the prior Heirs of Entail who failed so to redeem, and might make up Titles to the Estates by such Methods as were provided in other Cases of Contravention or in any Method that might be competent and effectual by Law; but it should be provided always by said Deed of Entail that in case any Two or more of the subsequent Heirs be ready and willing to redeem and purge as said is, the nearer Heir should be always preferred to the Right and Benefit of such Redemption before the remoter Heir, though equally willing and ready so to redeem, and it should be provided also that the Heirs so redeeming and the Heirs succeeding to them should be liable to the same Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations to which the Heirs contravening and failing were liable; and with and under the Condition and Provision, as it should be by the said Deed of Entail expressly conditioned and provided,

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vided, that if the Institute or any of the Heirs of Tailzie taking or succeeding while in Minority to the said Lands and others should not have been previously to his or her Arrival at the Age of Twenty-one educated in the Protestant Faith, or should previous to that Period have come under any Allegiance to any Foreign Power, or should have been enrolled or accepted of a Commission in the Service of any Foreign State or Potentate, or if the Institute or any of the Heirs of Tailzie, after having succeeded to and taken the said Lands and others, should desert or renounce the Protestant Faith, and betake himself or herself to the Roman Catholic Religion or any other Religion than the said Protestant Religion, or should come under any Allegiance to any Foreign Power, or should enrol or accept of a Commission in the Service of any Foreign State or Potentate, then, in any one of these Events and on any one of these Grounds, such Institute or Heir of Tailzie should be held to have disqualified himself or herself from thereafter continuing to hold, enjoy, or possess the said Lands and others in any Manner of Way, and should be likewise held to have thereby incurred a Contravention in the Sense of the said Trust Disposition and Settlement by the said Viscount *Keith* and of the Deed of Entail to be executed by his said Trustees, and to have consequently forfeited and amitted all Right and Title to the said Lands and others; and with and under the Irritancy, as it should be by said Deed of Entail to be executed by his said Trustees as aforesaid expressly conditioned and provided, that in case the said Institute, or any of the other Heirs taking or succeeding to the said Lands and Estate in virtue of said Deed of Entail, should contravene the before-written Conditions, Provisions, Restrictions, and Limitations to be contained in said Deed of Entail as aforesaid, that is, should fail or neglect to obey or perform the said Conditions and Provisions, or any of them, or should act contrary to the said Restrictions and Limitations, or any of them, or should have disqualified himself or herself in manner foresaid from taking, holding, enjoying, or possessing the Lands and others foresaid, or should in any way contravene these or any other Conditions, Provisions, Restrictions, or Limitations to be thereafter added and appointed by him and to be contained in the Deed of Entail to be executed by his said Trustees, excepting as before excepted, then and in any of these Cases not only should all such Acts and Deeds of Contravention be void and null and of no Effect, but also the Person so contravening should for himself or herself only *ipso facto* lose, amit, and forfeit all Right, Title, and Interest which he or she had to the said Lands and Estate to be disposed by said Deed of Entail, and as such Right should become void and extinct, so the said Lands and Estate should devolve and accresce and belong to the next Heir appointed to succeed, and capable of taking, holding, and succeeding to the same, and not liable to any of the Disqualifications foresaid, albeit descended of the Contravener's own Body, in the same Manner as if the Contravener were naturally dead and had died before

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the Contravention, and upon every Contravention which might happen by and through the Institute, or any of the said Heirs taking or succeeding to the said Entailed Lands and others, their failing to perform all and each of the Conditions or acting contrary to all or any of the Restrictions therein-before written, or by disqualifying himself or herself in manner foresaid from taking, holding, enjoying, or possessing the foresaid Lands and others, or in any way contravening such other Conditions, Provisions, Restrictions, Limitations, or others as might thereafter be added and appointed by him and should be contained in the foresaid Deed of Entail, it should be by the said Deed of Entail expressly provided and declared not only that the Lands and others to be disposed thereby should not be burdened with or liable to the Debts, or Deeds, or Acts of any of the Heirs contravening as was already therein provided, but also all Debts contracted, Deeds and Acts done, and all Obligations incurred in whatever Way, whether by Omission or Commission, contrary to the Conditions, Provisions, Restrictions, Limitations, and Declarations to be contained in the said Deed of Entail to be executed by his said Trustees, or to the true Intent and Meaning thereof, should be void and null, and of no Force, Strength, or Effect, and be ineffectual and unavailable against the other Heirs called to succeed, and who, as well as the said Lands and Estate, should nowise be burdened therewith, but should be free therefrom, in the same Manner as if such Debts or Deeds had never been contracted or granted, or such Acts or Omissions had never been done or happened; and also it was thereby provided and declared, as it should be by said Deed of Entail provided and declared, that it should be free and lawful to every Heir capable of taking and succeeding as aforesaid, and not liable to any of the Disqualifications as aforesaid, and who should have a Title by and through any Contravention, or the Incapacity of the former Heir, and though Minor at the Time, to sue and obtain Declarator of his or her own Right, and of the Irritancy of the former Heir's Right, or to serve Heir of the Person who died last vest and seised in the Lands and Estate to be disposed by the Deed of Entail of his said Trustees preceding the Heir becoming incapable or contravening, and thereby or by Adjudication or any other formal or legal Way or Method to establish in his or her Person the Right and Title of and to the said Lands and Estate, and that without being subjected to or liable for the Debts or Deeds of the Person or Persons becoming incapable or contravening, and without regard to their Neglects or Omissions, or any Alteration made or intended, or Acts done by them contrary to the Conditions and Restrictions before written, or to be appointed by him as aforesaid and to be contained in the said Deed of Entail; but all the Heirs succeeding upon any Incapacity or Contravention, and Heirs succeeding to them, should be subject and liable to the same Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations throughout the whole Course of Succession for ever; and also the
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Person becoming incapable or contravening as aforesaid should from thenceforth be excluded and debarred from the Administration and Management of the said Lands and Estate to be disposed by said Deed of Entail during the Pupillarity and Minority of the next Heir succeeding thereto, and also during the Minority of any nearer Heir who should thereafter exist and succeed to the same, and that notwithstanding such former Heir might by Law be entitled to be Tutor, Curator, or Administrator of Law to the said succeeding Heir, and it should be free and lawful to any Person other than such former Heir to obtain Gifts of Tutory Dative or be Curatores bonis to or of such next Heir so succeeding and any nearer Heir afterwards existing successively, and also free and lawful to the said succeeding Heirs themselves respectively, after classing of their Pupillarities, to choose Curators, One or more, for the Management of the said Lands and others, and declare such Curators free from all Omissions in their Management; but providing always, as it should be by said Deed of Entail expressly provided and declared, that although the next Heir of Tailzie existing for the Time might, upon the Death or Contravention of the former Heir, obtain the Right and Title of and to the said Lands and Estate established in his or her Person, yet nevertheless, and notwithstanding thereof, in case a nearer Heir should afterwards exist, or should be called to the Succession, that then and in such an Event not only the Person who had succeeded upon the Failure or Contravention of the former Heir, and thereupon had established a Right in his or her Person, and the Heirs who might have succeeded to him or her, should be bound and obliged to denude and divest themselves of the said Lands and Estate to and in favour of such nearer Heir capable of taking, succeeding to, and holding the same, and not liable to any of the Disqualifications aforesaid, but also their Right and Title should cease and become extinct and void so soon as such nearer Heir should exist or be called to the Succession, and the Lands and Estate should descend and belong to such nearest Heir who should have succeeded if he or she had existed at the Time of the Failure or Contravention of the former Heir, or if the Event which calls such nearest Heir to the Succession had then happened, and such nearer Heir so existing or called to the Succession should have access to establish a Right to the said Lands and Estates and others in his own or her own Person, by the same Way and Method which was competent on the Failure or Contravention of the former Heir, or by Adjudication, Declarator, Service, or any other Way or Method which should be judged legal and proper for that Purpose, so that the Right of Succession should always devolve to the nearest Heir according to the Order and Substitution to be appointed by said Deed of Entail, and never be farther divested than to exclude only the Contraveners or Persons rendered incapable to succeed and hold the said Estate, and without Prejudice to the next Heirs in their Order; reserving nevertheless to the Person who should have succeeded on the Death, Incapacity,

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or Contravention of the former Heir the whole Rents and Profits of the said Lands and Estate due at and preceding the Term of *Whitsunday* or *Martinmas* immediately before the Birth of such nearer Heir, or the Event which calls him or her to the Succession, with the Burden of all Taxes and other public Burdens or Charges and Duties payable to Superiors, and of the current Interest of such Debts as affected the same for the Time, in virtue of the Powers to be contained in the said Deed of Entail, whereby it should be declared that such nearest Heir's Right to the Rents, Issues, and Profits should commence only at the First *Whitsunday* or *Martinmas* after his or her Birth, or the Event whereby he or she becomes nearest Heir; but it should also be thereby declared that if any such remoter Heir should have burdened the said Lands and others with any Provisions to Husbands or Wives, or with Provisions to Children, that such Provisions should cease and become void from the Time of the Claim of a nearer Heir, and that the said Lands and others should nowise be affected therewith, but should on such Event be free and disburdened therefrom; but it should be provided also by the said Deed of Entail that if any Heir should succeed to the said Lands and Estate and others through his redeeming and Adjudication or other legal Diligence obtained against the same, upon the Neglect of the nearer Heirs who might be Major at the Time to purge such Diligence, the Heir so redeeming and taking the Estate, and the other Heirs substituted after him, should not lose the Right to the said Lands and Estate, nor be bound to denude thereof in favour of any nearer Heir who was existing and Major at the Time of Redemption, but they should hold the Estate in all Time thereafter in the same Manner as if all the nearer Heirs who were Majors at that Period had actually failed at or before the Time of Redemption thereof; but it should be likewise declared that in case the Heir in possession at the Time of Redemption, and who forfeits by not redeeming, should be Minor at the Time, or in case any of the intermediate Heirs betwixt the Heir who should have succeeded by redeeming the Adjudication or other Diligence as aforesaid and the Heir who should have forfeited his Right by neglecting to redeem as aforesaid should happen to be Minors, or should happen not to be born at the Period of Redemption, then and in any of these Cases the remoter Heir who took the said Lands and Estate and others by purging and redeeming the Diligence as aforesaid, and the Heirs succeeding to him or her, should, upon the Death of the Heir whose Right was irritated by not redeeming, be obliged to denude of and make over the said Lands and Estate in favour of the said nearer Heir or Heirs who might have been Minors or not existing at the Period of Redemption, upon obtaining Repayment of the Sums disbursed by the said remoter Heir in purging and redeeming the Diligences foresaid and all Expenses incurred thereby, and by declaring the Irritancy against the Contravener, with the lawful Interest from the Time such Sums were advanced and laid out, and further One Year's Rent of the Estate, in so far as the said Sums and Expenses

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Expenses with the Interest thereof and said One Year's Rent further had not been received by his or her Possession of the Estate; but in case he or she should be fully reimbursed of the whole of the said Sums (including said One Year's Rent) with Interest before any Demand is made for Reconveyance by any such nearer Heir as aforesaid, then he should have no further Claim or Demand upon the said nearer Heir or Heirs, who should have happened to be Minors, or not to exist at the Period of Redemption by such remoter Heir, but should be obliged to reconvey without any Payment being made by such nearer Heir, but the remoter Heir should in all Events have the whole Rents without Account for his own proper Use till regularly required to reconvey by a nearer Heir entitled to make such a Demand; and further, on such a Demand being made, the remoter Heir should be bound to denude only with and under all the Burdens, Conditions, Provisions, Exceptions, Restrictions, Limitations, Clauses irritant and resolute, Declarations, and Reservations of said Deed of Entail, and no otherwise, to all which the nearer Heir so recovering the Estate should be subject like all other Heirs of Entail: *Secundo*, in the event of his leaving no Heirs Male of his Body as aforesaid, or in case he left an Heir Male of his Body, if he should die without any Deed of Entail having been executed in his Favour, and in case he the said Viscount *Keith* should be survived by the said *Margaret Mercer Elphinstone*, he directed and appointed that the whole foresaid Lands and others directed to be entailed as aforesaid, together with those which might have been or should be purchased by his said Trustees for that Purpose as aforesaid, should be and continue under the Direction and Management of his said Trustees until the Death of the said *Margaret Mercer Elphinstone* if she should have no Children, and during that Period the said Trustees should levy and accumulate the Rents and Profits thereof, and lay out the same, after Deduction of all Charges and Expenses regarding the foresaid Mansion House and others, and Expenses of Management and other Expenses therein before particularly specified for the Event of an Entail being executed in favour of an Heir Male of his Body, in the Purchase of Lands in *Scotland*, and entail the same in the same Manner and under the same Conditions and others as was therein appointed to be done with the free Residue of his Means and Estate; but if the said *Margaret Mercer Elphinstone* should have an Heir Male of her Body capable of holding and inheriting Real Estate in the United Kingdom, but not otherwise, then the said Lands therein before disposed and directed to be entailed, together with those which might by that Time have been purchased by his said Trustees for that Purpose as aforesaid, should in like Manner be and continue under the Direction and Management of his said Trustees until such Heir Male should arrive at the Age of Twenty-one Years complete, especially excluding the Father or Grandfather of such Heir Male from the Management thereof as Administrator, Tutor, or Curator to his said Son or Grandson; and he thereby appointed his said Trustees to levy and accu-

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mulate the said Rents and Profits, and lay out the same, after the Deduction of all Charges and Expenses regarding the aforesaid Mansion House and others, and Expenses of Management and other Expenses therein-before particularly specified for the Event of an Entail being executed in favour of an Heir Male of his Body, and likewise after Deduction of the Sums therein appointed to be laid out for such Heir Male and for the other Children of the said *Margaret Mercer Elphinstone*, in the Purchase of Lands in *Scotland*, and to entail the said Lands in the same Manner as was therein directed to be done with the free Residue of his said Property, and upon the said Heir Male of the Body of the said *Margaret Mercer Elphinstone* arriving at the Age of Twenty-one Years complete, then if he should have been educated within the United Kingdom of *Great Britain* and *Ireland*, and been there brought up in the Faith of the Protestant Religion, and be a Protestant, and should not have come under Allegiance to any Foreign Power, nor have been enrolled nor should have accepted of a Commission from any Foreign Potentate or State as aforesaid, but not otherwise, and whether the said *Margaret Mercer Elphinstone* should then be alive or not, he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which by that Time his said Trustees might have purchased for that Purpose as aforesaid, to and in favour of such Heir Male and the Heirs Male of his Body; whom failing, to the other Heirs Male of the Body of the said *Margaret Mercer Elphinstone*; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding any of the Heirs Male or Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding, or who should be liable to any of the Disqualifications aforesaid: *Tertio*, upon his dying without leaving an Heir Male of his Body, or in case he left an Heir Male of his Body if he should die without any Deed of Entail having been executed in his Favour as aforesaid, and in the event of the said *Margaret Mercer Elphinstone* dying without an Heir Male of her Body, or in case she might have an Heir Male of her Body if no Deed of Entail should have been executed in favour of any Heir Male of her Body, in consequence of none of them attaining the Age of Twenty-one or of their being under any of the Disqualifications foresaid, and if the foresaid *Georgina Augusta Henrietta Elphinstone* should be then alive and in Minority, then the foresaid Lands and others therein directed to be entailed as aforesaid, together with those which might have been or should be purchased by his said Trustees as aforesaid, should be and continue under the Direction and Management of his said Trustees until she arrived at the Age of Twenty-one Years complete, and during that Period they should dispose of the Rents and Profits thereof as follows; first, in maintaining and educating the said *Georgina Augusta*

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Augusta Henrietta Elphinstone in a Manner suitable to her Rank and Station in Life; secondly, in finishing the foresaid Mansion House, Office Houses, Pleasure Grounds, and Garden as aforesaid, always allowing her to occupy and possess the same, if his said Trustees should think fit; thirdly, in maintaining and educating the Heirs Female (if any) of the Body of the said *Margaret Mercer Elphinstone* in the Protestant Faith in manner therein-after specially directed; and, fourthly, they should lay out the Residue thereof (after Deduction of all Charges and Expenses regarding the foresaid Mansion House and others, and Expenses of Management and other Expenses therein-before particularly specified for the Event of an Entail being executed in favour of an Heir Male of his Body) in the Purchase of Lands in *Scotland*, and entail the same in the same Manner as was therein directed to be done, with the free Residue of his Means and Estate, and upon the Arrival of her the said *Georgina Augusta Henrietta Elphinstone* at said Age, then he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees as aforesaid, to and in favour of the foresaid *Georgina Augusta Henrietta Elphinstone* and the Heirs Male of her Body; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding, or should be liable to any of the Disqualifications aforesaid: *Quarto*, in the event of his leaving no Heir Male of his Body, or in case he left an Heir Male of his Body if he should die without any Deed of Entail having been executed in his Favour as aforesaid, and of the said *Margaret Mercer Elphinstone* dying without leaving an Heir Male of her Body, or if having an Heir Male of her Body no Deed of Entail should have been executed in favour of any such Heir Male upon his Arrival at Majority, for the Reasons foresaid, and in the event of the said *Georgina Augusta Henrietta Elphinstone* dying without any Deed of Entail being executed in her Favour as aforesaid, but leaving an Heir Male of her Body, then the foresaid Lands therein directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees, should continue under their Management and Direction until such Heir Male arrived at the Age of Twenty-one Years complete, and during that Period they should dispose of the Rents in the same Way as they were to be disposed of during the Minority of his Mother, the foresaid *Georgina Augusta Henrietta Elphinstone*, upon the Succession opening to her, as particularly specified in the therein immediately preceding Provision, he being always allowed during the said Period to occupy and possess the foresaid Mansion House, Office Houses, Pleasure Grounds, and Gardens, if the Trustees of the said

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Viscount *Keith* should think fit; and upon his Arrival at said Age the said Viscount *Keith* appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others therein particularly and generally first before disposed and directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees as aforesaid, to and in favour of such Heir Male of the Body of the said *Georgina Augusta Henrietta Elphinstone* and the Heirs Male of his Body; whom failing, to the other Heirs Male of the Body of the said *Georgina Augusta Henrietta Elphinstone*; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding or should be liable to any of the Disqualifications aforesaid: *Quinto*, in the event of his leaving no Heir Male of his Body, or in case he left an Heir Male of his Body if he should die without any Deed of Entail having been executed in his Favour as aforesaid, and in case the said *Margaret Mercer Elphinstone* should die without leaving an Heir Male of her Body, or in case she had an Heir Male of her Body if no Deed of Entail should have been executed in favour of any such Heir Male upon his Arrival at Majority, for the Reasons aforesaid, and in case the said *Georgina Augusta Henrietta Elphinstone* should have predeceased without an Heir Male of her Body, or having had an Heir Male of her Body without any Deed of Entail having been executed in favour of her or her Heirs Male, and the said Viscount *Keith* should have left any Daughters procreated of his Body other than the said *Margaret Mercer Elphinstone* and *Georgina Augusta Henrietta Elphinstone*, then and in that Case his said Lands therein-before disposed and directed to be entailed as aforesaid, together with those that might by that Time have been purchased by his said Trustees as aforesaid, should continue under the Direction and Management of his said Trustees until the eldest of such other Daughters procreated of his Body, called under the Destination therein first above-written, and entitled to take and succeed agreeably to the Provision for Exclusion of Heirs Portioners, should arrive at the Age of Twenty-one Years complete, during which Period his said Trustees were to dispose of the Rents and Profits in the same Way as they were to be disposed of during the Minority of the foresaid *Georgina Augusta Henrietta Elphinstone* upon the Succession opening to her as particularly therein-before specified, such eldest Daughter being always allowed to occupy and possess the foresaid Mansion House, Office Houses, Pleasure Grounds, and Garden, if his said Trustees thought fit; and upon the Arrival of the said eldest Daughter at the said Age of Twenty-one Years he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed

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directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his Trustees as aforesaid, to and in favour of the eldest of such other Daughters procreated of his Body, and to the Heirs Male of the Body of such eldest Daughter; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone*, who should not be capable of succeeding or should be liable to any of the Disqualifications aforesaid; or in case all such Daughters procreated of his Body other than the said *Margaret Mercer Elphinstone* and *Georgina Augusta Henrietta Elphinstone* and the Heirs Male of their Bodies should have died without any Deed of Entail having been executed in their Favour as aforesaid, but should have left an Heir or Heirs Male of the Body of any of them, then and in that Case his said Lands therein-before disposed and directed to be entailed as aforesaid, together with those that might by that Time have been purchased by his said Trustees as aforesaid, should in like Manner continue under the Direction and Management of his said Trustees until the Heir Male of the Body of such other Daughter procreated of his Body (according to the Order of Seniority of such Daughters) should arrive at the Age of Twenty-one Years complete, during which Period his said Trustees were to dispose of the Rents and Profits in the same Way as they were to be disposed of during the Minority of the said *Georgina Augusta Henrietta Elphinstone* upon the Succession opening to her as particularly therein-before specified, such Heir Male being always allowed to occupy and possess the said Mansion House, Office Houses, Pleasure Grounds, and Garden, if his said Trustees should think fit; and upon the Arrival of the said Heir Male at the said Age of Twenty-one Years complete, he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees as aforesaid, to and in favour of the said Heir Male of the Body of such other Daughter procreated of his Body as aforesaid, according to the said Order of Seniority, and the Heirs Male of his Body; whom failing, to the other Heirs Male of the Body of such other Daughters procreated of his Body; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding always any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding or should be liable to any of the Disqualifications foresaid; but if he should leave no Daughters other than the said *Margaret Mercer Elphinstone* and *Georgina Augusta Henrietta Elphinstone*, or if, leaving any such other Daughters, they, as well as the said *Margaret Mercer Elphinstone* and *Georgina Augusta Henrietta Elphinstone*, should all have died without

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leaving Heirs Male of their Bodies, and without any Deed of Entail having been executed in favour of the said *Georgina Augusta Henrietta Elphinstone*, or such other Daughters procreated of his Body as aforesaid, or if, leaving Heirs Male of their Bodies, the said Heirs Male should have died without any Deed of Entail having been executed in their Favour as aforesaid, and if there should be then existing an Heir or Heirs Female of the Body of any Heir Male of his Body, then and in that Case his said Lands therein-before disposed and directed to be entailed as aforesaid, together with those which might have been purchased by his said Trustees as aforesaid, should continue under their Management and Direction until such an Heir Female of the Body of any such Heir Male of his Body (being the first entitled to inherit, take, and succeed to the said Lands and others under the Destination therein-before written) should arrive at the Age of Twenty-one Years complete, during which Period his said Trustees were to dispose of the Rents and Profits in the same Way as they were to be disposed of during the Minority of the said *Georgina Augusta Henrietta Elphinstone* upon the Succession opening to her as particularly therein-before specified, such Heir Female being always allowed to occupy and possess the said Mansion House, Office Houses, Pleasure Grounds, and Garden, if his said Trustees should think fit; and upon the Arrival of said Heir Female at the Age of Twenty-one Years complete, he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees as aforesaid, to and in favour of such Heir Female and to the other Heirs Female of the Body of such Heirs Male of his Body; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the first above-written Destination in their Order before specified; but, excluding always any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding or should be liable to any of the Disqualifications foresaid; or if there should not be existing an Heir Female of the Body of any Heir Male of his Body in the Events last specified, but there should be then existing an Heir or Heirs Female of the Body of the said *Margaret Mercer Elphinstone* capable of inheriting and holding Heritable Estate in the said United Kingdom, and not disqualified as aforesaid, then and in that Case his said Lands therein-before disposed and directed to be entailed as aforesaid, together with those which might have been purchased by his said Trustees as aforesaid, should continue under the Direction and Management of his said Trustees until such an Heir Female of the Body of the said *Margaret Mercer Elphinstone* (being the first entitled to inherit, take, and succeed to the said Lands and others under the Destination therein-before written) should arrive at the Age of Twenty-one Years complete (specially excluding
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and debarring the Father or Grandfather of such Heir Female from the Management thereof or any Interference therewith as Administrator, Tutor or Curator, or otherwise); and he thereby appointed his said Trustees to levy and accumulate the said Rents and Profits, and lay out the same, after Deduction of all Charges and Expenses regarding the foresaid Mansion House and others, and Expenses of Management and other Expenses therein-before particularly specified for the Event of an Entail being executed in favour of an Heir Male of his Body, and likewise (after the Deduction of the Sums therein appointed to be laid out for her and the other Children of the said *Margaret Mercer Elphinstone*) in the Purchase of Lands in *Scotland*, and to entail the said Lands in the same Manner as was therein directed to be done with the free Residue of his said Property, and upon the said Heir Female of the Body of the said *Margaret Mercer Elphinstone* arriving at the Age of Twenty-one Years complete, then, if such Heir Female should have been educated in the said United Kingdom of *Great Britain* and *Ireland*, and been there brought up in the Faith of the Protestant Religion, and be a Protestant, and should not be liable to any of the Disqualifications aforesaid, but not otherwise, and whether the said *Margaret Mercer Elphinstone* should be then alive or not, he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees as aforesaid, to and in favour of such Heir Female and to the other Heirs Female of the Body of the said *Margaret Mercer Elphinstone*; whom failing, to the other Heirs of Tailzie therein-before mentioned called after them in the therein first above-written Destination in their Order before specified; but excluding always any of the Heirs Female of the Body of the said *Margaret Mercer Elphinstone* who should not be capable of succeeding or should be liable to any of the Disqualifications aforesaid: *Sexto*, in the event of his leaving no Heirs Male of his Body as aforesaid, and of the Failure of Heirs Female of the Body of the said *Margaret Mercer Elphinstone*, and of all the Heirs of Entail to be intermediately called in manner therein-before directed betwixt the said Heirs Male of his Body and the said Heirs Female of the Body of the said *Margaret Mercer Elphinstone*, then and in that Case he appointed his said Trustees to execute and record as aforesaid a Disposition of strict Entail of the whole foresaid Lands and others particularly and generally therein first before disposed and directed to be entailed as aforesaid, together with those which by that Time might have been purchased by his said Trustees as aforesaid, to and in favour of the Heir Female of his Body then in Life first entitled to inherit, take, and succeed to the said Lands and others under the Destination therein-before written, or to and in favour of the Heir of Entail then next in Succession, and of the whole other substituted Heirs of Entail, according to the Order of Succession in the Destination therein first above written,

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written, in their Order before specified, declaring that in that event if the said Heir Female of his Body first entitled to inherit, take, and succeed, or the said Heir of Entail then next in Succession, should be a Minor, then the foresaid Lands directed to be entailed as aforesaid, together with those which might by that Time have been purchased by his said Trustees, should continue under their Management and Direction until such Minor should arrive at the Age of Twenty-one Years complete, during which Period his said Trustees should dispose of the Rents and Profits in the same Way as they were to be disposed of during the Minority of the aforesaid *Georgina Augusta Henrietta Elphinstone* upon the Succession opening to her as particularly therein-before specified, such Minor being always allowed to occupy and possess the said Mansion House, Office Houses, Pleasure Grounds, and Garden, if his said Trustees should think fit: *Septimo*, and in all and every Deed of Entail to be executed by his said Trustees, according to the respective Events before specified, he thereby specially directed and appointed that there should be therein *verbatim* engrossed, and that the same should be granted only with and under the whole Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations therein-before specially engrossed under Article First or *Primo* thereof, and particularly without Prejudice to the therein-before written Generality, all and every such Deed of Entail should engross the special Declaration which was annexed to the End of the Series of Heirs therein-before appointed for the excluding in every Case all Persons, whether Institute or Substitute Heirs of Entail, who should not have been educated in the Protestant Faith, or who should have come under any Allegiance to any Foreign Power, or who should have been enrolled or should have accepted of a Commission in the Service of any Foreign State or Potentate, the whole of which should be duly and strictly made to apply to the Institute and whole other Heirs of Tailzie; further, that all and every Deed of Entail to be so executed should contain Obligation to infest *a se vel de se*, Procuratory of Resignation, Precept of Sasine, Assignation to Writs and Rents, and all other Clauses usual and necessary; and he directed and appointed his said Trustees not only to record in the Register of Tailzies and in the Books of Council and Session every Deed of Entail which they should so execute, but likewise to expedite the necessary Titles and Infestments in favour of the Institute to whom it was granted; in short, to take all and every Step necessary for making such Deed a complete and effectual Tailzie to the Institute and whole Heirs to be thereby called, and to deliver over along with every such Deed of Entail, and the Titles and Infestments to be expedite as aforesaid, to the Institute in whose Favour they should be executed the whole Title Deeds of the Lands and others therein contained; declaring also, as it was thereby provided and declared, that the Heirs Male or Female of the Body of the said *Margaret Mercer Elphinstone*, although born of an alien Father, and whether born within
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or out of the United Kingdom of *Great Britain and Ireland*, should still be held to be Heirs Male and Female of her Body in regard to the said Trust Disposition and Settlement, and should be entitled to succeed as such in the foresaid Lands and others accordingly, or to be themselves Institutes or Heirs under the foresaid Entail, as the Case might be, upon their being naturalised in Terms of Law, so as to be capable of taking, inheriting, and holding Lands in *Great Britain*, and being educated in the said United Kingdom, brought up in the Faith of the Protestant Religion, and being Protestants as aforesaid, and provided they should not have come under any Allegiance to any Foreign Power, or should not have been enrolled or should not have accepted of any Commission in the Service of any Foreign State or Potentate as aforesaid; declaring further, that although the Expression therein-before used in describing a Descendant of the Body of the said *Margaret Mercer Elphinstone*, when such Descendant should happen to be the Institute in whose Favour his said Trustees were directed to execute an Entail as aforesaid, was an Heir Male or an Heir Female, yet it should be understood that the Arrival of such Institute, Male or Female, at the said Age of Twenty-one Years should be held sufficient to designate such Descendant as an Heir Male or Female in the Sense of the said Trust Disposition and Settlement, although the said *Margaret Mercer Elphinstone* should be still in Life at the Time, and as an Inducement to the bringing up and educating the Children of the said *Margaret Mercer Elphinstone* in the Manner aforesaid he thereby specially directed and appointed his said Trustees to lay out and expend upon the necessary Maintenance and Education of such Children the Sums of Money following; that is to say, if there should be only One such Child, the Sum of Two hundred Pounds Sterling annually from the Time such Child should arrive at the Age of Ten Years complete till he or she should reach Twenty-one Years; if there should be Two or Three such Children, the Sum of Two hundred Pounds Sterling annually for the eldest Child, and One hundred Pounds Sterling annually for each of the Second and Third Children, from the Time they should respectively reach the Age of Ten Years until they should respectively reach Twenty-one Years; and if there should be more than Three Children, the Sum of Five hundred Pounds Sterling annually, to be laid out and divided in such Manner as his said Trustees should appoint among the whole of such Children from the Period of their respectively attaining Ten Years until they should respectively attain Twenty-one Years as aforesaid; but declaring that the said Sums should be in no ways exigible by the said Children, or by the said *Margaret Mercer Elphinstone* or her Husband, or by any other Person whatever, but should be laid out by the said Trustees according to their own Prudence and Discretion, without Control of any Kind from any Person whatever; and further, he thereby specially nominated and appointed his said Trustees and their foresaids to be Guardians, Administrators, Tutors, and Curators to the Children to be procreated

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of the said *Margaret Mercer Elphinstone*, in so far as concerned their several Rights and Interests arising to them or any of them in virtue of the Deed under Recital, or of the Deeds of Entail to be executed in consequence of the Instructions therein contained, thereby expressly excluding and debarring all other Persons whatever from any Right or Title of Management or Administration whatever in or regarding the same in any Manner of Way: *Octavo*, he thereby directed and appointed that his said Trustees should lay out and invest the whole of his said free Means and Estate, including what was to be conveyed both by the foresaid last Will and Testament and what was conveyed by the Deed under Recital, together with the free Residue of such of the Rents and Profits of the foresaid Lands and others as were appointed to be levied and accumulated by them in the several Events before specified, in the Purchase of Lands and Heritages in *Scotland*, situated as near and convenient as they could be reasonably had to any of his Lands and others therein-before disposed and directed to be entailed as aforesaid, or in such other Situation as his said Trustees should judge expedient and advisable, the same always being in *Scotland*, and should settle and secure the Lands and Heritages so to be purchased by a Deed or Deeds of strict Entail upon the same Series of Heirs, and under the same Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, and Reservations, and other Clauses as should be contained in the Deed of Entail, therein directed to be executed by his said Trustees in the particular Events therein-before specified, of his foresaid Lands and Estates therein first before disposed and directed to be entailed as aforesaid, the whole of which Burdens, Conditions, and others should be duly and strictly made to apply to the Institute and whole other Heirs of Tailzie; further, that the said Deed of Entail should contain as aforesaid Obligation to infest *a se vel de se*, Procuratory of Resignation, Precept of Sasine, Assignation to Writs and Rents, and all other Clauses usual and necessary; and he directed and appointed his said Trustees not only to record in the Register of Tailzies and in the Books of Council and Session the Deed or Deeds of Entail which they should so execute, but likewise to expedite the necessary Titles with Infestments in favour of the Institute to whom it was granted; in short, to take every Step necessary for making such Deed or Deeds a complete and effectual Tailzie to the Institute and whole Heirs to be thereby called, and to deliver over along with said Deed of Entail, and the Titles and Infestments to be expedite as aforesaid, to the Institute in whose Favour it should be executed, the whole Title Deeds of the Lands and others therein contained, declaring that the said Purchases might be made by his said Trustees from Time to Time, as might be judged most eligible, according to the State of the Trust Funds and the Opportunities which might occur of making suitable and convenient Purchases, and that always until the whole of the Funds thereby vested in them and directed to be so applied

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applied should be fully and completely exhausted: *Nono*, after the Residue or free Reversion of his said whole Estate, together with the Accumulation of Rents and Profits appointed in the several Events foresaid, should be so invested in the Purchase of Lands and Heritages, and the same settled and secured in manner aforesaid, he appointed his Trustees to denude of the said Trust, and to deliver over to the said Heirs Male of his Body, or the other Institute or Heir of Entail in possession for the Time of the said Lands and others so to be entailed by his said Trustees as aforesaid, the whole Title Deeds of the Subjects so purchased by them, and all other Writings and Papers connected with the same: And whereas the said Viscount *Keith*, by a Deed of Conveyance and last Will in the *English* Form, dated the Ninth Day of *July* Eighteen hundred and seventeen, and registered in the Books of Council and Session at *Edinburgh* as a probative Writ the Twenty-third Day of *May* Eighteen hundred and twenty-three, gave, devised, and bequeathed unto the said *David Erskine*, *Henry Merrik Hoare*, *James Loch*, and *William George Adam* all his Manors, Messuages, Lands, Tenements, and Hereditaments, whether Freehold, Copyhold, or Leasehold, situate in *England*, and all his Money, Stocks, Funds, Government and other Securities, Goods, Chattels, Effects, and all and singular other his Real and Personal or Moveable Estate whatsoever and wheresoever, to hold the same unto the said *David Erskine*, *Henry Merrik Hoare*, *James Loch*, and *William George Adam*, their Heirs, Executors, Administrators, and Assigns, according to the respective Natures and Qualities thereof, upon the several Trusts nevertheless, and for the several Intents and Purposes, and under and subject to the several Provisoes and Declarations therein-after expressed, declared, and contained concerning the same, that is to say, upon trust to permit and suffer his Wife *Hester Maria* Viscountess *Keith* to remain in and occupy his House in *Harley Street* in the Parish of *St. Mary la Bonne* in the County of *Middlesex*, or such other House in *London* as he might be in the Possession and Occupation of at the Time of his Decease, so long as it might be convenient for her, and until she should be able to accommodate herself with another Dwelling House, not exceeding however Twelve Months after his Decease; and upon further trust to permit his said Wife to select and take for her own absolute Benefit such Parts of his Furniture, Linen, Wine, or other Household Stores and Effects, and also such Parts of his Plate (excepting of such Plate as he might have received in Testimony of his public Services) as she might think fit, or in lieu thereof at her Desire to pay to her for her own absolute Use the Sum of One thousand five hundred Pounds; and he declared that these said Bequests to his said Wife were over and above any Sum she might take under and by virtue of the Settlement made on their Marriage, and which Settlement he thereby ratified and confirmed; and as to all his Pictures, Plate, Stars, Swords, and Jewels, except such Part of his Plate as might be selected by his said Wife in virtue of the preceding Trust in that Behalf, upon trust

Deed of Conveyance and last Will of Viscount Keith, 9th July 1817.

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trust to hold the same until his Estates in *Scotland* were settled and entailed in Terms of the Directions given in any Deed or Deeds he might make respecting such Estates, and then upon trust to settle the said Pictures, Plate, Stars, Swords, and Jewels so as to go along with his Estates, and to be enjoyed and possessed by the Persons successively entitled to and in possession of his Estates as Heirlooms or Heirship Moveables, by such Means and in so far as his Trustees could devise and the Laws of *Scotland* would permit; and as to all the rest, Residue, and Remainder of all his said Manors, Messuages, Lands, Tenements, and Hereditaments, and his said Money, Stocks, Funds, Government and other Securities, Goods, Chattels, Effects, and all and singular other his said Real, Personal, and Moveable Estate, except and subject as aforesaid, upon trust as soon as conveniently might be after his Decease to make Sale and absolutely to dispose of all his said Freehold, Copyhold, and Leasehold Manors, Messuages, Lands, Tenements, and Hereditaments, either by Public Auction or by Private Contract, and either together or in Parcels as should be found most convenient, and to convey the same respectively when sold to the Purchaser or Purchasers thereof, or as he, she, or they should order or direct, and to receive the Money which should be agreed to be given for the Purchase thereof respectively, and also to collect, get in, and convert into Money all such Part or Parts of his said Personal and Moveable Estate as should not already consist of Money; and upon further trust, out of the Moneys which should arise from the Sales aforesaid, and out of the Produce of his said Personal and Moveable Estate, to pay all his just Debts, Funeral and Testamentary Expenses, the said contingent Legacy to his said Wife if she should so require, and to pay to his Sister the Honourable *Mary Elphinstone* during the Term of her natural Life One Annuity or clear yearly Sum of Three hundred Pounds by Two equal half-yearly Payments, the First of such Payments to be made at the End of Six Calendar Months from the Day of his Death, and to pay such of his Nieces *Ann Elphinstone*, *Clementina Elphinstone*, and *Mackenzie Elphinstone*, Daughters of his late Brother Lord *John Elphinstone*, whilst single and unmarried, One Annuity or clear yearly Sum of Fifty Pounds by Two equal half-yearly Payments, the First Payment thereof to be made at the End of Six Calendar Months from the Day of his Decease, and to pay within Three Months after his Decease to the then Minister and Kirk Session of the Parish of *Cumbernauld* in *Scotland* the Sum of One hundred Pounds, to be laid out by them and their Successors on proper Security, in their Names, at Interest, and the Interest thereof to be annually on the First Day of *January* in every Year divided among the Poor of the said Parish in such Way as the Person entitled for the Time being to the Rents and Profits of the Estates of *Biggar* and *Cumbernauld* in *Scotland* should from Time to Time direct, and in every Case on which such Person should fail to direct the Distribution thereof such Distribution should be made by the Minister and Kirk Session for the Time being of the

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the said Parish, and to pay all other Legacies he might give by any Codicil in Writing in the Nature of a Codicil to his said Will; and upon further trust to pay and defray the Expense of erecting and finishing the Mansion House, Offices, and Pleasure Grounds which were then in the course of being erected and made at *Tulliallan* in *North Britain*, according to a Plan thereof approved and signed, or which should be signed by him, in so far as the same should not be finished at the Time of his Decease, and subject to all such Payments and Expenditure as aforesaid; and upon trust to lay out and invest the Surplus or Residue of the Moneys so arising and accruing as therein-before mentioned in the Purchase of Lands and Heritages in *Scotland*, situate as near to and as conveniently as might be to his other Property in that Part of the United Kingdom, and to convey, settle, and dispoise and entail the said Lands and Heritages so to be purchased by his Trustees in the Form and Manner, and subject to the same Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, Reservations, and other proper Clauses for completely and effectually entailing, settling, and transmitting the same, in the same Way, and to the same Purposes, and to the same Series of Heirs and in the same Events, as he had by the Trust Disposition and Settlement before recited conveyed, according to the Law of *Scotland*, the Lands and Estates he was then possessed of in that Part of the United Kingdom, and which he had thereby directed to be entailed by the Trustees therein named; and in the event of the said Deed, or some other Deed made by him to the like Effect, not subsisting at his Decease, then upon trust to pay over the said Moneys so arising as aforesaid unto his right Heirs; and he directed that until the Sale of his said Real Estates in *England* the Trustees of his said Will should pay over the Rents and Profits, if any, of such Real Estates to the Person or Persons who for the Time being would be entitled to take the Rents and Profits of the Estates in *Scotland* to be purchased with the Residue or Surplus of the said Trust Moneys, as if such Estates in *Scotland* had actually then been purchased and conveyed over as aforesaid; and he thereby directed that in the event of his dying possessed of any Shares in the *Waterloo* or *Southwark* Bridges, the Time for the Disposal thereof should be entirely in the Discretion of his Trustees or Trustee for the Time being; and he further declared that the Receipt and Receipts which should be given by the said *David Erskine*, *Henry Merrick Hoare*, *James Loch*, and *William George Adam*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should be good and valid Discharges to the several Persons who should purchase his said Estates, or any Part of the same, or who should have any of his Trust Moneys or Securities by virtue of his said Will, and that such Person or Persons should not be bound to see to the Application of the said Moneys, nor be answerable or accountable for the Misapplication thereof; and he thereby further directed that in the meantime, and until the Money to arise or be

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produced by or from the Sale or Sales of the Hereditaments and Premises thereby made saleable, or to be received from his said Personal and Moveable Estate as aforesaid, should be applied in manner therein-before directed, it should and might be lawful to and for his Trustees or Trustee for the Time being to place out and invest such Sum or Sums of Money in or upon any of the Stocks or Funds of *Great Britain*, or other Government Securities, from Time to Time as Occasion should require, and that the Dividends, Interest, or annual Income arising from such Stocks, Funds, or Securities should go and form an accumulating Fund, subject to the several Trusts therein-before contained respecting the Application of the Principal Sum or Sums of Money so arising, as therein-before mentioned; provided always, and he thereby further declared, that in case the said *David Erskine, Henry Merrick Hoare, James Loch, and William George Adam*, or any Trustee or Trustees to be appointed under the Provision under Recital in their Place, or the Place of either of them, should die or be desirous to be discharged, of and from or refuse or become incapable to act in the Execution of the Trusts therein-before expressed, declared, and contained before the same Trusts should have been fully performed and discharged, then and so often as the same should happen it should and might be lawful to and for the acting or continuing Trustee or Trustees of his said Will for the Time being, by any Deed or Writing under his, her, or their Hand and Seal or Hands and Seals, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place and Stead of such Trustee or Trustees so dying or desiring to be discharged or refusing or becoming incapable to act as aforesaid, and when and so often as any such new Trustee or Trustees should be nominated and appointed as aforesaid all the Trust Estate and Premises of the Trustee or Trustees who should so die or desire to be discharged or refuse or become incapable to act as aforesaid should be thereupon, with all convenient Speed, conveyed, transferred, assigned, and assured respectively, according to the Nature and Tenure of the same, in such Sort and Manner and so as the same should and might be legally and effectually vested in the newly appointed Trustee or Trustees jointly with such of the acting or continuing Trustee or Trustees as should be willing and capable to act, or in case there should be no acting or continuing Trustee or Trustees, then in such newly appointed Trustee or Trustees only, upon the several Trusts and to and for the several Intents and Purposes therein-before created, expressed, declared, and contained of and concerning the same, and that every such new Trustee or Trustees should and might in all things and in all respects act and assist in the Management, carrying on, and executing of the Trusts to which he or they should be so appointed as fully and effectually, and with the same Power and Powers, Authority and Authorities, as if such new Trustees or Trustee had been originally thereby nominated and appointed; and he thereby gave and devised unto
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the said *David Erskine, Henry Merrik Hoare, James Loch, and William George Adam*, and their Heirs, all such Messuages, Lands, and Hereditaments in *England* as were then held by him as Mortgagee in Fee or Trustee, with their Appurtenances, to hold to them and their Heirs, subject to such Equity of Redemption and to such Trusts as should at his Decease be subsisting in the same respectively; and he thereby nominated and appointed the said *David Erskine, Henry Merrik Hoare, James Loch, and William George Adam* to be Executors of his said Will, and revoked all Wills by him at any Time theretofore made of the Estates and Property thereby by him devised and bequeathed, and declared that Writing alone to comprise the whole of his Will respecting the same; but he declared that his said Will should in no ways be interpreted to prejudice or in any Manner injure the Deed of Trust before recited relative to his Property situated in *Scotland*, executed by him of even Date with his said Will: And whereas the said Viscount *Keith* having died on the Tenth Day of *March* Eighteen hundred and twenty-three, the said *David Erskine, Henry Merrik Hoare, James Loch, and William George Adam* accepted of the Office of Trustees conferred upon them by each of the Two before-recited Deeds, and having realized the Personal Estate and Property belonging to the said Viscount *Keith*, they applied the Proceeds thereof and the Accumulation of Rents in the Purchase of various Lands and Estates, and made up Titles to the Estates conveyed to them by the said recited Deeds, and to the other Estates so purchased and acquired by them, and were infeft therein conform to Two Instruments of Sasine in their Favour, dated respectively the Ninth and Sixteenth Days of *September* and registered in the General Register of Sasines at *Edinburgh* the Tenth Day of *October* Eighteen hundred and twenty-three; and the said Trustees otherwise acted in the Administration of the Trust Estate in conformity with the Provisions of the said recited Deeds: And whereas the said *William George Adam* died on the Sixteenth Day of *May* Eighteen hundred and thirty-nine, and the surviving Trustees, in virtue of the Powers by the said recited Deeds conferred on them, by Deed of Assumption and Disposition dated the Fifteenth Day of *June* and registered in the Books of Council and Session at *Edinburgh* the Fifth Day of *July* Eighteen hundred and forty-two, assumed, nominated, and appointed the Right Honourable *James Alexander St. Clair Erskine* Earl of *Rosslyn*, the Right Honourable *Peter Robert Drummond* Lord *Willoughby de Eresby*, and *Mountstuart Elphinstone* of *Hookwood* in the County of *Surrey*, to be Trustees along with and in succession to them for carrying into effect the Purposes of the said Trust: And whereas the said *David Erskine* died on the Twenty-eighth Day of *November* Eighteen hundred and forty-seven, and the said *James Loch* died on the Twenty-eighth Day of *June* Eighteen hundred and fifty-five, and the then surviving Trustees, in virtue of the Power by the said recited Deeds conferred on them, by Deed of Assumption and Disposition dated the Seventeenth Day of *September* and the Eleventh Day of *October*,

Death of Viscount Keith, and Acceptance of Office by his Trustees.

Death of William George Adam, and Appointment of new Trustees.

Deaths of David Erskine and James Loch, and Appointment of a new Trustee.

and

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Deaths of
Colonel
Elphinstone
and Henry
Merrik
Hoare, and
Appoint-
ment of new
Trustees.

and recorded in the Books of Council and Session the Twenty-fourth Day of *October* Eighteen hundred and fifty-five, assumed, nominated, and appointed Colonel *James Drummond Fullerton Elphinstone* to be a Trustee along with and in succession to them for carrying into effect the Purposes of the said Trusts: And whereas the said *Henry Merrik Hoare* died on the Twenty-second Day of *June* Eighteen hundred and fifty-six, and the said *James Drummond Fullerton Elphinstone* died on the Third Day of *March* Eighteen hundred and fifty-seven, and the said Earl of *Rosslyn*, Lord *Willoughby de Eresby*, and *Mountstuart Elphinstone*, being the then surviving Trustees, in virtue of the Powers by the said recited Deeds conferred on them, by Deed of Assumption and Nomination dated the Twenty-sixth and Twenty-eighth Days of *August* and Twenty-fifth Day of *September*, and recorded in the Books of Council and Session at *Edinburgh* the Twenty-first Day of *October* Eighteen hundred and fifty-seven, assumed, nominated, and appointed the Right Honourable *Edward Ellice* Member of Parliament, *John Anstruther Thomson* Esquire, of *Charlton*, and *William Patrick Adam* Esquire, of *Blair-Adam* to be Trustees along with and in succession to them for carrying into effect the Purposes of the said Trusts; and for the more effectually vesting the Right and Title to the said Trust Estate not disposed of and other Estates to be afterwards acquired, and the Powers of Management of the same, in the Persons of the said assumed Trustees along with the then surviving Trustees, and generally of carrying into effect the Purposes of the Trust Conveyances of the said Viscount *Keith*, the said surviving Trustees gave, granted, disposed, assigned, conveyed, and made over to themselves and the said *Edward Ellice*, *John Anstruther Thomson*, and *William Patrick Adam*, and to the Survivors and last Survivor of them, and to the Heir of the last Survivor, as Trustees for the Uses and Purposes expressed in the said recited Deeds of Conveyance and Trust granted by the said Viscount *Keith*, declaring that a Majority of the said surviving, original, and assumed Trustees should be a Quorum while more than Two were alive, but always with and under the Conditions, Provisions, Reservations, and Declarations specified in the said Deeds of Trust, all and whole the Lands, Lordship, and Barony of *Kincardine*, and other Lands and Heritages conveyed by the first-recited Trust Disposition and Settlement of the said Viscount *Keith* and herein-before described, and also all and whole the Lands acquired from Time to Time by the said Trustees by Purchase or Excambion, and which are in the said Deed of Assumption and Nomination described as follows; *viz.*, Feu lying in the *Blackfauld* near *Kincardine*, conform to Disposition by *Mary Rankine* and *Elizabeth Rankine* and their respective Husbands, upon which Instruments of Resignation followed, dated Twentieth and recorded in the General Register of Sasines Twenty-fourth *August* Eighteen hundred and twenty-four; Feu lying in or near to *Netheraw* of *Tullyallan*, conform to Disposition by *John Macfarlane*, residing in *Stirling*, and Instrument of Resignation thereon, dated Twentieth and recorded in
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the General Register of Sasines Twenty-fourth *August* Eighteen hundred and twenty-four; Feu near the Church, conform to a Disposition by *Elizabeth Gordon* or *Fleming*, Widow of *James Fleming*, *Glasgow*, and *Campbell Gordon* or *Swan*, and Husband, and Instrument of Resignation thereon, dated Third and recorded in General Register of Sasines Fifth *January* Eighteen hundred and twenty-five; Feu lying near the Church of *Tullyallan*, conform to Disposition by *James Rankine*, Trustee on the sequestrated Estate of *James Scott*, Distiller, *Kincardine*, and others, and Instrument of Resignation thereon, dated Second and registered in the General Register of Sasines Third *March* Eighteen hundred and twenty-six; Feu lying near to the Church of *Tullyallan*, conform to Disposition by *George M'Laren*, Merchant in *Tullyallan*, and *Catherine Coventry* his Spouse, and Instrument of Resignation thereon, dated Ninth and registered in the General Register of Sasines Eleventh *May* Eighteen hundred and twenty-six; Feu purchased from *Thomas Campsie*, *Kincardine*, conform to Disposition and Instrument of Resignation thereon, dated Fourteenth and recorded in the General Register of Sasines Nineteenth *June* Eighteen hundred and twenty-six; Feu lying at *Coalgateside* of *Tullyallan*, conform to Disposition by *Helen Walker*, Relict of *John Boyd*, Tenant in *Bordie*, and *Malcolm Boyd*, only Child of the said *Helen Walker*, and Instrument of Resignation thereon, dated Twenty-first and recorded in General Register of Sasines Twenty-second *February* Eighteen hundred and twenty-seven; Feu lying at *Tullyallan Pans*, conform to Disposition by *William Alexander*, *Kincardine*, and Instrument of Resignation thereon, dated Twenty-third and registered in General Register Twenty-sixth *November* Eighteen hundred and twenty-seven; Feu purchased from *James Smith* of *Weedings* and others in right of Mrs. *Walker* of *Weedings*, being Parts and Portions of the West Quarter of the Lands of *Kincardine*, and also Subjects lying near the Shore of *Kincardine*, conform to Disposition and Instrument of Resignation thereon, dated Twelfth and registered in the General Register Fourteenth *December* Eighteen hundred and twenty-seven; Feu lying South-east and South-west of the House of *Blackhall*, conform to Disposition by *Robert Meiklejohn* and *Agnes Higgins* his Wife, and Instrument of Resignation thereon, dated Twenty-fourth and registered in General Register Twenty-sixth *May* Eighteen hundred and twenty-eight; Feu on the West Side of the *Kirkbrae* of *Tullyallan*, conform to Disposition by *Thomas Dewar*, Innkeeper, *Kincardine*, and Instrument of Resignation thereon, dated Twenty-sixth *July* and recorded in General Register Second *August* Eighteen hundred and twenty-eight; Feu purchased from *Robert M'Isaac*, *Kincardine*, on the West Side of the *Kirkbrae* of *Tullyallan*, conform to Disposition and Instrument of Resignation thereon, dated Twenty-eighth and recorded in General Register Twenty-ninth *September* Eighteen hundred and twenty-nine; Feu lying at *Coalgateside* of *Tullyallan*, conform to Disposition by *David M'Culloch* and *Elizabeth Strang* his Wife, and Instrument of Resignation thereon, dated Sixteenth and re-

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corded in General Register Eighteenth *December* Eighteen hundred and twenty-nine; Feu lying in the *Laigh* or *Nether Park* of *Walkmillbank* of *Tullyallan*, conform to Disposition by *Henry Anderson*, and Instrument of Resignation thereon, dated Sixteenth and registered in General Register Eighteenth *December* Eighteen hundred and twenty-nine; Feu of Part of Subjects called *Henderson's* Subjects, conform to Disposition by *James Rankine* and others, and Instrument of Resignation thereon, dated and recorded in the General Register Third *December* Eighteen hundred and thirty; Feu at *Hillhead* of *Kincardine*, conform to Disposition by *John Meiklejohn* junior and *Thomas Gibson* junior, and their Spouses, and Instrument of Resignation thereon, dated Twenty-fourth and recorded in the General Register Twenty-seventh *November* Eighteen hundred and thirty; Feu lying on West Side of *Kirkbrae* of *Tullyallan*, conform to Disposition by *Betty Coutts* and others, and Instrument of Resignation thereon, dated Eleventh and recorded in General Register Twentieth *June* Eighteen hundred and thirty-one; Feu lying in *Muirhead*, conform to Disposition by Mrs. *Elizabeth Ronald* or *Young* with Consent of *William Young* her eldest Son, and Instrument of Resignation thereon, dated First and recorded in General Register Fourth *June* Eighteen hundred and thirty-two; Feu lying upon *Ashbrae*, conform to Disposition by *William Menzies*, *Blackhall*, and Instrument of Resignation thereon, dated Fifteenth and recorded in the General Register Nineteenth *December* Eighteen hundred and thirty-two; Feu of Part of the *Sleich* Ground, conform to Disposition by *Elizabeth Peacock* or *Paterson*, and others, and Instrument of Resignation thereon, dated Eighteenth and registered in General Register Twenty-fifth *February* Eighteen hundred and thirty-four; Feu near the *Kirkroad*, conform to Disposition by *John Kennedy* Joiner, *Tullyallan*, and Instrument of Resignation thereon, dated First *July*, and recorded in General Register Seventh *July* Eighteen hundred and thirty-six; Feu at the *Blackfaulds* and Part of *George Henderson's* Lands, conform to Disposition by Captain *Alexander M'Dougall* and Miss *Rachael Primrose*, and Instrument of Resignation thereon, dated Fourth and recorded in the General Register Seventh *January* Eighteen hundred and thirty-nine; Feu in the *Rottenraw* of *Kincardine*, acquired by Exchange or Excambion from *Ann Kippen* and the Trustees of the *Kincardine* Subscription Schoolhouse, conform to mutual Disposition and Instrument of Resignation following thereon, dated Twenty-sixth *June* and registered in General Register First *July* Eighteen hundred and forty; Feu of Part of the Lands of *Sands*, containing Six Acres and fractional Part of an Acre, and also certain Houses and others which belonged to *William Scotland* and *Alexander Scotland*, purchased from them and *James Johnston* of *Sands*, conform to Dispositions from the said *William* and *Alexander Scotland*, and Contract of Excambion with the said *James Johnston* (whereby Twenty-four Acres and a fractional Part of an Acre of the *Tullyallan* Estate were conveyed to him in exchange

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exchange for said Feu), and Instrument of Resignation on said Contract, dated Twenty-ninth *January* and recorded in the General Register of Sasines Third *February* Eighteen hundred and forty-one; and Two other Instruments of Resignation, so far as relates to the Subjects of the said *William* and *Alexander Scotland*, one dated Nineteenth *January* and recorded in General Register Twenty-first *January* and Year last mentioned, and the other dated Third and registered in same Register Fifth *May* and Year last mentioned; Feu lying within the Barony and Parish of *Tullyallan*, purchased from *Andrew Cree Stephen*, Writer in *Kincardine*, conform to Disposition dated Eighteenth and Instrument of Resignation dated Thirtieth *November* and registered in the General Register Fourth *December* Eighteen hundred and forty-eight; Feu in *Methvenston* of *Tullyallan*, purchased from *James Drysdale*, residing in *Kincardine*, conform to Disposition dated Fifteenth and Instrument of Resignation dated Nineteenth and recorded in General Register Twenty-second *May* Eighteen hundred and forty-nine; Feu lying in the West End of *Easter Kincardine*, purchased from *James Syme*, *Kincardine*, conform to Disposition dated Tenth *November* Eighteen hundred and forty-nine, and Instrument of Resignation dated and recorded in General Register Third *January* Eighteen hundred and fifty; Feu in *Methvenston* of *Tullyallan*, purchased from *George Dewar* and others, conform to Disposition dated Thirtieth *May* and Sixth and Thirteenth *June* Eighteen hundred and fifty, and Instrument of Resignation dated Twenty-first and recorded in General Register Twenty-eighth *August* Eighteen hundred and fifty; Feu lying opposite the Kirk of *Tullyallan*, purchased from *James Hutchison* and others, conform to Disposition dated Twenty-eighth and Twenty-ninth *December* Eighteen hundred and forty-nine, and Seventeenth *January* and Twenty-first *February* Eighteen hundred and fifty, and Instrument of Resignation dated and recorded in General Register Eighteenth *March* Eighteen hundred and fifty; Feu purchased from *Andrew Drysdale*, Messenger-at-Arms, *Edinburgh*, lying at the West Side of the *Blackfauld*, *Tullyallan*, conform to Disposition dated Sixteenth *November* Eighteen hundred and fifty-three; Ground of *Old Road* leading from the *Kirkbrae* to *Tullyallan Mills*, acquired by Lord *Keith's* Trustees from the Trustees of the Statute Labour *Culross District*, *Perthshire*, conform to Disposition thereto dated Twenty-first *October* Eighteen hundred and fifty-four; Feu purchased from *Andrew Gray*, *Kincardine*, lying at the East Toll of *Kincardine*, conform to Disposition dated Twenty-sixth *May* Eighteen hundred and fifty-five; the small thatched House and Yard in *Kirkbrae* of *Tullyallan*, formerly occupied by the Beadle of that Parish, given up by the Kirk Session in lieu of the Subjects purchased from *Robert Gentle*, Writer in *Kincardine*, and conveyed by him to the said Kirk Session, to be used as a House for the Accommodation of the Beadle, conform to Extract Minute of said Kirk Session dated Thirty-first *March*, and Disposition by the said *Robert Gentle* to said Kirk Session dated Twenty-eighth *May* Eighteen hundred and

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and fifty-five; Feu lying at *Blackhall* of *Tullyallan*, purchased from Mrs. *Janet M'Farlane*, Widow of the deceased *James M'Farlane*, sometime Workman at *Kilbogie*, afterwards residing at *Blackhall*, conform to Missive of Offer and Acceptance dated Twenty-fifth *March* Eighteen hundred and fifty-three (but to which no formal Disposition has yet been obtained, in consequence of the Absence of her Son *Robert M'Farlane*, Sailor in *Kincardine*, whose Consent thereto is required to render it effectual); which several Feus purchased by the said original and assumed Trustees as above enumerated are fully described in the Rights and Titles of the same, so far as these have been obtained or completed, and are incorporated or about to be incorporated with the said Baronies and Estates of *Kincardine* and *Tullyallan*, conform to the Instruments of Resignation *ad remanentiam* applicable to each as above specified; as also the following Lands not specially conveyed by the said recited Trust Disposition of the said Lord *Keith*, but which were either acquired by him or by his Trustees after the said Trust Disposition was executed; *viz.*, all and whole the Ground of *East Praybrae* North of *Old Wood* and South of *Clackmannan* Road, measuring Eighteen Acres; the Ground of *South Praybrae* North of *Old Wood* and East of *Visto*, measuring Twenty-seven and a Half Acres; the Ground of *West Praybrae* North of *Old Wood* and West of *Visto*, measuring nearly Nineteen and a Half Acres; the Ground of *North Praybrae* South of *Clackmannan* Road (with the Wood thereon), measuring Fifty-three Acres, in all One hundred and eighteen Acres; together with *South Praybrae* Wood and Trees, *West Praybrae* Wood, and *North Praybrae* West Belt and Trees around *Praybrae* Nursery, lying in the Parish of *Culross* and Shire of *Perth*; all as particularly described in the Title Deeds of the said Lands and others, and also in a Decree of Sale of the same in favour of the said Lord Viscount *Keith* pronounced by the Lords of Council and Session in the course of the Ranking and Sale of the Earl of *Dundonald's* Estates, dated the Tenth Day of *July* Eighteen hundred and six and the Fifth Day of *July* Eighteen hundred and eight; as also all and every Right and Interest which the said Lord Viscount *Keith* had in and to the Cruive Fishings at *Longannet* lying within the Parish of *Culross* and Sheriffdom of *Perth*, all as contained in the Title Deeds of the same, and particularly in the foresaid Disposition by Sir *Robert Preston* of *Valleyfield*, Baronet, of the before-mentioned Vice Patronage of the Parish of *Culross*, and the foresaid Fishings, in favour of the said Lord Viscount *Keith*, dated the First and registered in the Books of Session the Sixth Days of *October* Eighteen hundred and seventeen; as also all and whole that Piece of Ground Part of Forest Lands of *Culross*, South of the Water Run from *Kirkton Dam*, and North of *Culross Muir*, measuring Fifty-three and a Half Acres *Scots Measure* or thereby, together with the whole Wood of every Description growing thereon, which Piece of Ground formed Lot Sixth of the original Articles of Roup of the said Forest Lands of *Culross* exposed to Sale in the Process of Ranking and Sale
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brought before the Lords of Council and Session at the Instance of *Arthur Cuthbert* Esquire, and other Creditors of *Archibald* Earl of *Dun-donald*, against the said Earl, and purchased by *John Megget*, Tanner in *Edinburgh*, at the said Judicial Sale upon the Fifteenth Day of *June* Eighteen hundred and three, in Terms of certain additional Articles of Roup, in which said Lands were described as Lot Number Second of the Subjects exposed to Sale of that Date, all lying in the Parish of *Culross* and Shire of *Perth*, as the said Piece of Ground before mentioned is more particularly described in the said Decreet of Sale pronounced by the Court of Session in the foresaid Process of Ranking in favour of the said *John Megget* and other Purchasers, and which Decreet of Sale is dated as above mentioned, all as contained in the Title Deeds of the same, and particularly in a Disposition by *James Losh* Esquire, of *Newcastle-upon-Tyne*, Barrister-at-Law, in favour of the said Lord Viscount *Keith*, dated the Twenty-second Day of *March* Eighteen hundred and twenty-one; all of which Lands above described as Forest Lands of *Culross*, including Lands of *Praybrae* before described, are narrated in a Charter of Sale and Adjudication in Implement granted by *James Gibson Craig* Esquire, of *Riccarton*, and others, Baillies and Councillors of the Burgh of *Culross*, in favour of the said Lord *Keith's* Trustees, dated Eighth and Thirteenth *June* Eighteen hundred and thirty-one, and on which Charter Sasine followed in their Favour, dated Third, and registered in the General Register of Sasines Eighth *November* Eighteen hundred and thirty-one; as also all and whole the Superiority and Property of all and whole the Lands and Barony of *Fairnieflatt* called *Easter Kinneff*, and now called the Barony of *Kinneff*, comprehending therein the particular Towns and Lands underwritten, *viz.*, the Town and Lands of *Fairnieflatt*, the Town and Lands of *Overtown of Fairnieflatt*, the Town and Lands of *Baikie of Fairnieflatt*, the Town and Lands of *Glassland*, the Town and Lands of *Hauckhill* or *Hallhill*, the Town and Lands of *Gorepool*, together with Three Fishing Boats thereto belonging, the Mill of *Fairnieflatt*, Mill Lands, Astricted Multures, Knaveship, and Sequels belonging thereto, together with the Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof, and also the Teinds Parsonage and Vicarage of the said Lands and Boats; and also all and whole the Town and Lands of *Largie* with the Manor Place, Tofts, Crofts, Yards, together with the Teind Sheaves Parsonage and Vicarage thereof, with Liberty and Commonty over all the Parts of the Hill of *Saint John* as possessed by *James Lord Abercromby*, all lying within the Parish of *Kinneff* and County of *Kincardine*, together with all Right, Title, and Interest which *Charles Ferrier*, Accountant in *Edinburgh*, Trustee on the sequestrated Estate of *George Lyell* of *Kinneff*, Coal Merchant and Limeburner at *Blackburn*, and One of the Partners of the late Firm of *Lyell and Dick*, Coal Merchants and Limeburners there, or which the said *George Lyell*, or their Predecessors and Authors, had or could any way claim or pretend thereto in all Time coming, as the same

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is particularly described in a Disposition in favour of the said Lord *Keith's* Trustees, made and granted by the said *Charles Ferrier* as Trustee foresaid, with the special Advice and Consent of the Right Honourable *William Adam* Lord Chief Commissioner of the Jury Court, for all Right and Interest which he had in the Superiority of Part of the said Lands and others above described, dated Eleventh and Twelfth, and recorded in the Books of Session Fourteenth *November* Eighteen hundred and twenty-eight, and on which the said Trustees were infest, conform to Instrument of Sasine following thereon, dated Fifth, and recorded in the General Register of Sasines Ninth *December* Eighteen hundred and twenty-eight, and on which Disposition sundry other Titles followed in their Favour, particularly a Crown Charter dated Third *February*, and written to the Seal and registered Twentieth *March* Eighteen hundred and twenty-nine, and Sasine thereon dated Eighth, and registered in the General Register of Sasine Sixteenth *May* and Year last mentioned, and Instrument of Resignation *ad remanentiam* dated Twenty-sixth, and recorded in said General Register of Sasines Twenty-ninth *March* Eighteen hundred and thirty; as also all and whole that Part of the Estate of *Powfoulis, Higginsneuck*, and others, which belonged to *James Bruce* Esquire of *Powfoulis*, lying at or near *Higginsneuck*, on the South Side of the River *Forth*, consisting of about Thirty-two Acres or thereby of Arable Land, with the Salt Grass and Sleich in Front, bounded on the East by the River *Forth*, on the North partly by the *Pow of Airth* and partly by the Earl of *Dunmore's* Lands of *Newmilns*, and on the South and West by the Lands of *Haughs of Airth*, belonging to Mrs. *Cumming Bruce* of *Kinnaird*, together with the Teinds of the said Lands thereby disposed, in so far as *James Bruce* had Right thereto, with Right to all the Minerals in or on the same, and hail Parts and Pertinents of the said Lands lying in the Parish of _____ and Shire of *Stirling*, and all other Right, Title, or Interest which the said *James Bruce* or Mrs. *Ann Bell* otherwise *Bruce* his Spouse, or either of them, their Predecessors and Authors, had, might have, or could any way claim or pretend to the said Lands and others, which Lands thereby described comprehend those Parts of the Lands of *Newmilns* called *Milnslands* lying in the *Haughs of Airth*, Parish thereof and Shire of *Stirling*, consisting of Three Acres Three Roods Three Falls and Twenty-two Ells, or thereby, Saltgreens included, and described in the Contract after mentioned to be bounded on the South and West by the Lands belonging to Miss *Bruce* of *Kinnaird*, on the East by the River *Forth*, and on the North by the Lands of *Higginsneuck* belonging to the said *James Bruce*, and which Three Acres Three Roods Three Falls and Twenty-two Ells were conveyed to the said *James Bruce* by *John Ogilvy* of *Gairdock*, conform to Contract of Excambion dated Fourth and Fifth *January* Eighteen hundred and sixteen, and registered in the Books of Session Second *May* Eighteen hundred and twenty-seven, but reserving always to the Heirs and Successors of the said *John Ogilvy* the Right of fishing

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fishing in the River *Forth* opposite to that Part of the Lands of *Newmilns* above described, and of fixing Nets or Cruives on that Part of the River Bank, with free Access thereto, as reserved to them by the foresaid Contract, which Lands and others above mentioned are particularly described in a Disposition in favour of Lord *Keith's* Trustees, granted by the said *James Bruce* with Consent of the said Mrs. *Ann Bell* otherwise *Bruce* his Spouse, for all Right she had in the same, dated and ratified by the said Mrs. *Ann Bruce* Twenty-third *June*, and recorded in the Books of Session Eighteenth *July* Eighteen hundred and twenty-seven, and on which the said Trustees were infest conform to Instrument of Sasine following thereon dated Twenty-fourth, and recorded in the General Register of Sasines Twenty-seventh *July* Eighteen hundred and Twenty-seven; and also all and whole those Eight *Scotch* Acres of the Lands and Barony of *Powfoulis*, belonging to the said *James Bruce* Esquire, being Part of the Farm of *North Greendykes* then possessed by *John Simpson*, and being the Northern Part of that Farm, bounded on the North and West by the Lands of *Haughs of Airth* belonging to Lord *Dundas*, and then possessed by *James Towers*, on the East by Seagreens belonging to Lord *Dundas* and also possessed by *James Towers*, and on the South by the Remainder of the said Farm of *North Greendykes*, lying in the Parish of _____ and Shire of *Stirling*, with the Teinds of the same in so far as he the said *James Bruce* had Right to said Teinds, but which Eight Acres are only disposed in Special and Real Warrantice and Security of those Parts of the said Lands of *Newmilns* called *Milnlands*, consisting of Three Acres Three Roods Three Falls and Twenty-two Ells, or thereby, and particularly above described, formerly disposed by him the said *James Bruce* to the said Lord *Keith's* Trustees by Disposition dated Twenty-third *June* Eighteen hundred and twenty-seven, as above mentioned; so that if the same or any Part thereof should happen to be evicted from said Trustees and their Foresaids, then and in that Case the said *James Bruce* and his foresaids should not only be bound and obliged to free and indemnify them of all Expenses they might be put to in defending themselves against such Evictions, but the said Trustees should have free and immediate Access, Ingress, and Recourse to the Lands of Eight Acres and others disposed in Warrantice, and to the Rents, Mails, and Duties and Casualties of the same, at least to as much thereof as should correspond and effer to the said principal Lands so to be evicted, from thenceforth to be peaceably enjoyed and possessed by the said Trustees and their foresaids aye and until they shall be fully, freely, and peaceably repossessed of and reinstated in the said principal Lands and others disposed as aforesaid which might happen to be evicted as said is, or until they should be otherways indemnified as the Law should direct in the Case of Eviction of Land (disposed under absolute Warrantice to said Trustees), or as the Parties themselves might agree upon at the Time; but declaring always, that so soon as the said *James Bruce* or his foresaids should produce a Title to the said Lands of

Newmilns

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Newmilns called *Milnlands* and others, which should be considered a complete and valid Title by One or Two Arbiters, to be mutually chosen by the Parties or their Successors, the said Trustees and their foresaids should be bound and obliged to reconvey the said Lands thereby disposed to them in Warrantice as aforesaid to said *James Bruce*, his Heirs or Successors, the Expense thereof being disbursed by him and his foresaids, all as particularly specified in his Disposition in Warrantice to the said Trustees, which is dated Twenty-seventh *February* Eighteen hundred and thirty-two, and upon which the said Trustees were infeft, conform to Instrument of Sasine in their Favour dated First *March*, and recorded in the General Register of Sasines Fifth *March* Eighteen hundred and thirty-two; as also all and whole *Edward Primrose* his Fourth Part, being the Western Part of the Lands of *Kincardine* called the *Burnbrae*, with the Teind Sheaves thereof, Superiority of the said Lands, and haill Feu Duties and Casualties which were or might become due and payable furth thereof, with the whole Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Pasturages, and haill other Pertinents belonging thereto, lying within the Parish of *Tullyallan* and Shire of *Perth*, bounding betwixt the Lands formerly of the Earl of *Kincardine* and the deceased *Henry Cowhil* on the East, by eminent Marches, Limits, and March Stones yet to the Fore, put into the Ground betwixt the said Lands and to the Sea upon the South Part, and to the Highway called _____ upon the West Part, and to the Lands of the said *Henry Cowhil* upon the North Parts, together with free Ish and Entry to the said Lands, with all Right, Title, and Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which *Jane Primrose*, Heiress lately in possession of the said Estate, or *Rachel Primrose*, Heiress of Entail next in succession to that Estate, or the Predecessors and Authors and Heirs and Successors of them or either of them, or any of the Heirs of Entail in the Deed of Entail under which the same was held, or Heirs specified therein, had or could in any Manner or Way claim or pretend, to the Lands above described or to any Part thereof in Time coming, which Lands having been under the Fetters of a Deed of Entail were disposed to the Trustees of the said Viscount *Keith* by virtue of an Act passed in the Fourth and Fifth Year of the Reign of His late Majesty King *William* the *Fourth*, intituled

4 & 5 W. 4. *An Act to enable the Trustees of George Viscount Keith deceased*
c. 23. (*Priv.*) *to sell certain Lands vested in them in trust, and purchase with the Price thereof the Lands of Burnbrae, and to empower the Heir of Entail of the said Lands of Burnbrae to dispose of the same, and for investing the Price thereof in other Lands to be entailed to the same Series of Heirs, authorizing the Sale thereof to them, all as more particularly detailed and described in a Disposition dated Eighth, and recorded in the Books of Session Ninth December Eighteen hundred and thirty-six, made and granted by the said Miss Jane Primrose, with the special Advice and Consent of the said Miss Rachel Primrose, in their*

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their Favour, upon which Infestment followed conform to Instrument of Sasine in favour of the said Trustees dated Thirty-first *December* Eighteen hundred and thirty-six, and recorded in the General Register of Sasines, Eleventh *January* Eighteen hundred and thirty-seven, and upon which they obtained Crown Charter dated Second *June* and written to the Seal and registered Twenty-first *August* Eighteen hundred and thirty-seven (and to enable the said Trustees to purchase which said Lands of *Burnbrae* they were authorized by the said Act of Parliament to sell and dispone certain Parts of the Estates conveyed to them by the said Viscount *Keith*, in consequence of which they sold off the Estate of *Badenheath* and *Hole* to *Walter Duncan* Esquire, the Estate of *Castle Hill* to Miss *Magdalène Erskine*, Parts of the Estate of *Culross* to *James Dalgleish* Esquire, Writer to the Signet, and the Right which the said Viscount *Keith* had to the *Smiddy Muir* at *Stonehaven* to General *Nathaniel Forbes*); and the said surviving Trustees further gave, granted, disponed, assigned, conveyed, and made over to and in favour of themselves and the said *Edward Ellice*, *John Anstruther Thomson*, and *William Patrick Adam*, and their foresaids, for the Uses and Purposes and under the Provisions, Declarations, and Conditions before mentioned or referred to, all and sundry other Lands and Heritages, and all and sundry Debts and Sums of Money, heritable and moveable, and generally all Goods, Means, and Estate, of whatsoever Denomination, which belonged to the said Viscount *Keith* at the Time of his Death, or to which his said original and assumed Trustees acquired or might have acquired Right by his said Trust Disposition and Deed of Conveyance and Will, or which had since been acquired for the Purposes of the said Trust, and which then belonged to and were or might be put in the Persons of his surviving, accepting, and assumed Trustees, excepting always in so far as the Property and State of the Subjects conveyed by the said Trust Disposition and Will and Deeds of Assumption had been disposed of, altered, or innovated in consequence of the Intromission and Management of the said Trustees, under the Sanction and Authority of the said Deeds of Trust, Act of Parliament, and Deeds of Assumption; and also the Right of the said Viscount *Keith* in and to all and sundry the Harbours, Piers, Jetties, and Landing Places and other Works erected pursuant to an Act passed in the Forty-ninth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for the Improvement of the Passage across the Firth of Forth called the Queensferry*, and all and sundry the Rates and Duties payable to the Trustees under the said Act by virtue thereof, and all Right, Title, and Interest belonging to said Trustees in and to the same, to be held by the Trustees of the said Viscount *Keith* and their foresaids until the Sum of Two hundred and fifty Pounds Sterling lent by him to the Trustees under the said Act, together with the legal Interest thereof, should be fully satisfied and paid, all as contained in and due by an Assignation granted by *Thomas Scotland*, *Robert Walker*, and *J. Robertson Barclay* as Trustees under the last-mentioned Act to the said Viscount *Keith*, dated Fourth

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September

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September Eighteen hundred and fifteen, and the said Assignation itself, and whole Obligations therein contained, or of whatever Date, Tenor, or Contents the said Bonds and others thereby specially assigned might be; declaring always that the Enumeration of the particular Subjects and others before specified should not be understood so as to prejudice in any Manner or limit the general Conveyance before mentioned, but dispensing with the Generality of the said Conveyance, they admitted the said Deed of Assumption and Nomination to be valid and effectual in regard to every Article of every Kind to which they as surviving and assumed Trustees foresaid had Right, though not before particularly mentioned, as if the same were therein particularly expressed and set down; which Subjects, heritable and moveable, real and personal, thereby generally and particularly conveyed should be held by the said surviving Trustees and the said assumed Trustees, and the Survivors or Survivor of them, and the Heir of the last Survivor, in trust always for the several Intents, Ends, and Purposes, and with and under the particular Powers, Privileges, Faculties, Burdens, Provisions, Declarations, and others narrated and contained in the Two original Trust Deeds before recited, in so far as the same remained unimplemented, unexercised, or undischarged in any respect, and no otherwise, and which whole Ends, Intents, and Purposes, Powers, Privileges, Faculties, Burdens, Provisions, Declarations, and others, are therein held as repeated, for the sake of Brevity, and are thereby declared to be equally binding and obligatory for and against the said surviving and the said assumed Trustees, as if they had been *verbatim* engrossed in the said Deed of Assumption and Nomination: And whereas the said *Edward Ellice, John Anstruther Thomson, and William Patrick Adam* accepted of the said Office of Trustees, and the said Earl of *Rossllyn, Lord Willoughby de Eresby, Mountstuart Elphinstone, Edward Ellice, John Anstruther Thomson, and William Patrick Adam* are now the surviving and acting Trustees of the said Viscount *Keith* under his Trust Disposition and Settlement and Deed of Conveyance and Will before recited: And whereas on the Seventeenth April Eighteen hundred and forty-eight an Action of Multiplepinding was raised in the Court of Session in *Scotland* by the Right Honourable *Hester Maria Thrale Dowager Viscountess Keith* and others, in the Name of the said *Henry Merrik Hoare, James Loch Earl of Rossllyn, Lord Willoughby de Eresby, and Mountstuart Elphinstone*, the then surviving and accepting Trustees and Executors of the said Viscount *Keith*, narrating the Trust Disposition and Settlement and Will before recited, and concluding that the Persons named in the Summons of Multiplepinding, claiming to have Interest in the Estate and Effects of the said Viscount *Keith*, and also the several other Persons therein named, being the Heirs of Entail called to the Succession of the Lands and Estates of the said Viscount *Keith*, and all others having or pretending to have Interest therein, should be convened before the Lords of Council and Session, and that it should be found and declared that the Trustees of the said Viscount *Keith*, Pursuers, were only liable in once and single
Payment

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Payment and Delivery of the said Estates and Effects, so far as the same had been introritted with by them as Trustees and Executors, to such of the Defenders as should be found to have best Right thereto, and that the Defenders ought and should exhibit and produce the respective Rights, Titles, and Interests whereby they laid claim to the Estates and Effects of the said Viscount *Keith* or any Part thereof, to the end that they might be ranked and preferred according to their several Rights and Grounds of Preference: And whereas the then surviving and accepting Trustees and Executors of the said Viscount *Keith*, the said Dowager Viscountess *Keith*, the Honourable Mrs. *Georgina Augusta Henrietta Elphinstone* or *Villiers*, younger Daughter of the said Viscount *Keith*, and Widow of the Honourable *Augustus John Child Villiers*, the Right Honourable *Margaret Mercer Elphinstone* of *Aldie*, Baroness *Keith and Nairne* and Countess *de Flahault*, Wife of *Auguste Charles Joseph* Count *Mercer de Flahault de la Bellarderie* in *France*, and of *Aldie* in the County of *Perth*, and the said Count *de Flahault* her Husband, for his Interest, severally appeared as Parties and stated their Claims in the said Action of Multiplepinding: And whereas the said Trustees claimed to be ranked and preferred to the whole Fund *in medio*, for the Purpose of being applied in Terms of the still subsisting Appointments and Purposes of the before-recited Trust Settlements of the said Viscount *Keith*: And whereas the said Dowager Viscountess *Keith* claimed to be found entitled to have a full and correct Account of the Moveable Succession of the said Viscount *Keith* at his Death exhibited to her, and to be found entitled to Payment of One Half or at least of One Third of the free Value or Proceeds of such Moveable Succession as her *jus relictæ* or Share of the Goods in communion, with Interest thereon, and that without Repetition of the Legacy received by her under the before-recited Deed of Conveyance and last Will of the said Viscount *Keith*, and that it should be determined whether she was entitled to receive such Share of the Goods in communion without Repetition of her said Legacy, and in the event of its being found that she was not so entitled, then that she should be found entitled to make her Election betwixt the Legacy and her said Share of the Goods in communion, and should, in the event of her electing the latter and paying back or allowing Deduction of the said Legacy, be duly preferred to the Amount thereof, with Interest as aforesaid: And whereas the said Mrs. *Georgina Augusta Henrietta Villiers* claimed (first) to be ranked and preferred to One Half of the whole free Moveable Estate and Funds left by the said Viscount *Keith* at his Death, in Name of Legitim with Interest, or, in the event of its being found that her Mother the said Dowager Viscountess *Keith* was entitled to *jus relictæ*, then to One Third of the said whole Moveable Estate and Funds, in Name of Legitim with Interest, and in either Case without Prejudice to her Rights or those of any Children whom she might yet have, under Viscount *Keith's* *English* Trust Deed and Will, and that it should be found and declared that she was entitled both to her Legitim and to her Rights of Succession under the said Trust Deed and Will,

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Will, and that these Rights, or at all events the Rights of her Children, should not be prejudiced by her taking her Legitim or otherwise; and in the event of its being held or found by the Court that she was not entitled to take her Legitim without impairing her Rights of Succession under the said Trust Deed and Will, that she should be found entitled to Legitim, her Interest under the Settlement and Will being subject to Compensation or Allowance, so far as necessary, to the Party or Parties prejudiced by her so taking her Legitim, or otherwise that she should be found entitled to make her Election; and in the event of her electing to take her Legitim, she should be ranked and preferred thereto with Interest; and in any event she should be found entitled to a full and correct Account and Statement of Viscount *Keith's* Moveable Succession at his Death, and of the said Legitim, and also of the Trust Estate, both heritable and moveable, as at that Date and as at the present Time exhibited to her, and that before making her Election as aforesaid if she should be called upon to do so; (second,) to be ranked and preferred on the whole Fund *in medio*, in so far as consisting of or arising from Rents, Issues, Profits, Produce, or Accumulations of Viscount *Keith's* whole Succession, heritable and moveable, or at least of the whole of the said Succession, excepting his Heritable Property in *Scotland*, and from and after the Expiry of Twenty-one Years from and after his Death, and to be found entitled to all such Rents, Issues, Profits, Produce, and Accumulations down to the present Time and in Time coming; (third,) to be ranked and preferred on the Fund *in medio*, in so far as consisting of or arising from Rents, Issues, Profits, Produce, or Accumulations of Viscount *Keith's* Heritable Estate in *Scotland*, from the Fourteenth of *August* Eighteen hundred and forty-eight, being the Date of the Act Eleven and Twelve *Victoria*, Chapter Thirty-six; (fourth,) to be found entitled to have an Entail executed in her Favour by the Trustees in the Form and Manner appointed by Viscount *Keith's* Trust Settlement, and that *quam primum* or as soon as might be, with Right to the Rents, Issues, Produce, and Profits of the Lands to be entailed, or of the Funds applicable for the Purchase of Lands to be entailed, from the Date or Dates when such Entail ought to have been or might have been executed, or as might be just: And whereas the said Countess *de Flahault* claimed (first,) to be ranked and preferred upon the Fund *in medio* for One Half of that Part of Viscount *Keith's* Succession falling to his Children in Name of Legitim, or otherwise to be ranked and preferred to the whole Legitim Fund in the event of Mrs. *Villiers* making her Election to accept of her Provisions under Viscount *Keith's* Second Marriage Contract and Testamentary Settlements, or not being found entitled to any Share of the Legitim; (second,) to be ranked and preferred on the Fund *in medio* for One Half of the Rents, Issues, Profits, Produce, or Accumulations of the Heritable and Moveable Property which belonged to Viscount *Keith* and fell under the *Thelluson* Act from the Expiry of Twenty-one Years after his Death, or otherwise to be ranked and preferred to the whole of the said Rents, Produce, and Accumulations

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tions in the event of Mrs. *Villiers* making her Election to accept of her Provisions under Viscount *Keith's* Second Marriage Contract and Testamentary Settlements, or not being found entitled to any Share of the said Rents, Produce, and Accumulations: And whereas the said Dowager Viscountess *Keith* died on the Thirty-first Day of *March* Eighteen hundred and fifty-seven, and is now represented by the said Mrs. *Georgina Augusta Henrietta Villiers*: And whereas a Record was made up and, closed, and various Proceedings took place in the said Action of Multiplying before the Lord Ordinary and the First Division of the Court of Session; and the Lords of the First Division, on the Seventeenth Day of *July* Eighteen hundred and fifty-seven, pronounced the following Interlocutor; "The Lords having considered the Reclaiming Notes for the " Parties, Numbers 12,777, 12,778, 12,779, and 12,780 of Process, " and heard Counsel, recal the Interlocutor of the Lord Ordinary, and " first, find that the Claim in respect of Legitim on the Part of the " Baroness *Keith and Nairne*, Countess *Flahault*, is excluded by the " Terms of the antenuptial Contract between her Parents in Seventeen " hundred and eighty-seven, repel the same accordingly, and decern; " second, find that the Claim in respect of Legitim on the Part of the " Honourable Mrs. *Villiers* is not excluded by the Terms of the antenuptial Contract between her Parents in Eighteen hundred and eight, " but that the said Claim is incompatible with the Terms and Provisions of the Trust Disposition and Settlement of Lord *Keith*, and of his " relative *English* Will and Deed of Conveyance, which Deeds constitute " an universal Settlement of his Lordship's whole Heritable and Moveable " Estate, and therefore that the said Mrs. *Villiers* must now elect " between her legal Provision of Legitim and the Testamentary Provisions made and created in her Favour under the said universal Settlement, she being first enabled to do so advisedly by receiving from the " Trustees of Lord *Keith* all due and necessary Information in so far as " not already given and within their Power to give; third, find that " the Claim in respect of *jus relictæ* originally made on the Part of the " late Dowager Viscountess *Keith*, and now insisted in by her Daughter, " the said Mrs. *Villiers*, as in her Right, is not excluded by the Terms " of the foresaid antenuptial Contract, Eighteen hundred and eight, but " that the said Claim is incompatible with the Terms and Provisions of " the foresaid universal Settlement of Lord *Keith's* whole Heritable and " Moveable Estate, and therefore that the said Mrs. *Villiers*, as in right " of her said Mother, must now elect between the said legal Provision " of *jus relictæ* and the Testamentary Provision in her Mother's Favour, " made and created under the said universal Settlement, she first " receiving all due and necessary Information, as said is, from the " Trustees, in order that she may be enabled advisedly so to do; fourth, " find that the said Mrs. *Villiers*, both as regards her own Claim of " Legitim, and as regards her Mother's said Claim of *jus relictæ*, is " not barred by Homologation or otherwise, whether on her own Part or " on the Part of her said Mother, from now insisting on her Right to

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" elect,

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the Court of
Session, 17th
July 1857.

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“ elect, as said is, or from making good the said Claims or either of
 “ them, if she shall elect to take the same, but find that, in the event of
 “ her electing to take the *jus relictæ*, she must repeat and pay back the
 “ Amount of the Testamentary Provisions made and created in favour of
 “ her Mother under the universal Settlement, in so far as the same has
 “ been actually received ; and farther find, as to both of said Claims
 “ that neither of them, in the event of Mrs. *Villiers* electing to take
 “ the same, is to be reduced in Amount by imputing thereto any Part
 “ of the Sums provided in the Contract of Marriage Eighteen hundred
 “ and eight, whether to the said Mrs. *Villiers* or her late Mother, but
 “ that the said Sums, in so far as not already satisfied, must form a
 “ Deduction from the free moveable Estate left by Lord *Keith* ; fifth,
 “ find that, in the event of the said Mrs. *Villiers* electing to repudiate
 “ her Legitim, and to abide by the Testamentary Provisions in her
 “ Favour under the universal Settlement aforesaid, the Trustees of Lord
 “ *Keith* are not at present, and as long as the said Baroness *Keith and*
 “ *Nairne*, Countess *Flahault*, shall be in Life, will not be either entitled
 “ or bound to execute an Entail in favour of the said Mrs. *Villiers* ;
 “ sixth, find that the Directions in Lord *Keith's* Trust Deed for accu-
 “ mulating the Rents, Profits, and Issues of his Estate, in so far as it
 “ consisted of heritable Property in *England*, or of moveable Property,
 “ wherever situated, are null and void under the *Thelluson* Act, the
 “ Thirty-ninth and Fortieth *George* the Third, Chapter Ninety-eighth,
 “ from and after the Period of Twenty-one Years from the Death of
 “ Lord *Keith*, who died in *March* Eighteen hundred and twenty-three ;
 “ but find that the said Directions for accumulating the Rents and
 “ Profits and Issues of the Heritable Estate in *Scotland* are not affected
 “ by anything contained, either in the said *Thelluson* Act, or in the
 “ Forty-first Section of the Act Eleventh and Twelfth *Victoria*, Chapter
 “ Thirty-six, but remain in the same full Force which they possessed
 “ when the foresaid Trust Deed first came into operation ; and find that
 “ in so far as the Directions to accumulate have been found null and
 “ void in manner now set forth, the Accumulations made under and in
 “ respect of the same belong, and in respect of the Matters found under
 “ the Fifth Head hereof will, down to the Period when the Trustees
 “ shall be entitled and bound to execute the said Entail, continue to
 “ belong, to the said Baroness *Keith and Nairne*, Countess *Flahault*, and
 “ to the said Mrs. *Villiers*, equally between them, as the Parties in the
 “ Absence of said Entail entitled to succeed thereto *ab intestato* ; with
 “ these Findings remit the Cause to the Lord Ordinary, to be farther
 “ proceeded in as accords, and especially that his Lordship may take
 “ such Steps as may be required for ascertaining *quam primum* to what
 “ Effect the said Mrs. *Villiers* elects between the Legal and Testamentary
 “ Provisions, and this whether in her own Right or in that of her
 “ Mother :” And whereas on the Eighteenth Day of *March* Eighteen
 “ hundred and fifty-eight a Joint Minute for the said several Parties was
 “ lodged in the said Action in the following Terms : “ *Horn* for Lord
 “ *Keith's*

Joint Minute
 in the Action,
 18th March
 1858.

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“ *Keith's Trustees, Maitland for the Countess de Flahault, Baroness*
 “ *Keith and Nairne, Gordon for the Honourable Mrs. Villiers,—*
 “ Concurred in stating that an Investigation having been made as to
 “ the Amount of the Moveable or Personal Estate left by the Truster,
 “ it had been ascertained, *primo*, that the Amount of the free
 “ Personal Estate, as at Tenth *March* Eighteen hundred and twenty-
 “ three, the Date of Lord *Keith's* Death, was Forty-nine thousand
 “ five hundred and one Pounds Five Shillings and Tenpence;
 “ *secundo*, that the Amount of Legitim as at same Period was
 “ Eighteen thousand four hundred Pounds Nineteen Shillings and
 “ Threepence; *tertio*, that the Amount of *jus relictæ* at same Period,
 “ after deducting the special Legacy in favour of the late Dowager
 “ Viscountess *Keith*, and Sums due by personal Bond to Lord *Keith* at
 “ the Date of his Death, was Twelve thousand six hundred and ninety
 “ nine Pounds Seven Shillings and Fourpence; *quarto*, that the Amount
 “ of Dead's Part at same Period was Eighteen thousand four hundred
 “ Pounds Nineteen Shillings and Threepence; *quinto*, that the Trustees
 “ had invested the whole of Lord *Keith's* Personal Estate and Accumula-
 “ tions thereof in various Purchases, and in Improvements thereon,
 “ and on the original Trust Estate, and particularly in Embankments
 “ against the Sea, by which not only Damage by the Encroachment of
 “ the Sea was prevented, but also a large Extent of Land formerly under
 “ Water has been reclaimed and added to the Trust Estate; that the
 “ Trustees not anticipating the Claims of the Countess *de Flahault* and
 “ Mrs. *Villiers* had kept no separate Accounts of the Investments or of
 “ the Returns derived from each, and it was therefore impossible to
 “ specify the actual Rent or the increased yearly Value derived from
 “ the different Purchases or Improvements, but the Parties had endea-
 “ voured to ascertain the Results of the Trustees Expenditure with as
 “ great Accuracy as possible, and agreed to hold that the Heritable
 “ Properties purchased with the Dead's Part, and Accumulations thereof,
 “ up to Tenth *March* Eighteen hundred and forty-four, yielded as at
 “ that Date and now yield a free Rent of Eight hundred Pounds *per*
 “ *Annum*, and will yield a free Rent of One thousand Pounds *per*
 “ *Annum* upon the Death of Mrs. *Magdalen Walker* of *Kincardine*,
 “ who receives an Annuity of Two hundred Pounds a Year from the
 “ Trust Estate; *sexto*, that the Amount, as at Tenth *March* Eighteen
 “ hundred and fifty-eight, of the annual Proceeds arising since Tenth
 “ *March* Eighteen hundred and forty-four, from the Dead's Part, and
 “ from the Accumulations thereof between the Day of Lord *Keith's* Death
 “ and the said Tenth *March* Eighteen hundred and forty-four, is Four-
 “ teen thousand one hundred and twelve Pounds; *septimo*, they con-
 “ sented that the Expenses of all Parties in this Process, or otherwise in
 “ the Adjustment or Discussion of their Claims, should be paid out of the
 “ Trust Estate as between Agent and Client; and lastly, they concurred
 “ in craving the Lord Ordinary to pronounce Findings giving Effect to
 “ the above Arrangements, and to fix the Rate of Interest due on the
 “ Legitim

Viscount Keith's Estate.

Interlocutor
of the Lord
Ordinary,
dated 20th
March
1858.

“ Legitim and *jus relictæ*, reserving *quoad ultra* the Claims and Pleas of
 “ all Parties :” And whereas on advising the said Joint Minute the Lord
 Ordinary *Ardmillan*, on the Twentieth Day of *March* Eighteen hundred
 and fifty-eight, pronounced the following Interlocutor : “ The Lord
 “ Ordinary having heard the Counsel for the Parties, and made *avizan-*
 “ *dum*, finds, in Terms of the Joint Minute for the Parties, Number
 “ 12,784 of Process, first, that the Amount of the free Personal Estate
 “ of the Truster, Lord *Keith*, as at Tenth *March* Eighteen hundred and
 “ twenty-three, the Date of Lord *Keith*'s Death, was Forty-nine thousand
 “ five hundred and one Pounds Five Shillings and Tenpence ; second,
 “ that the Amount of Legitim as at the same Period was Eighteen
 “ thousand four hundred Pounds Nineteen Shillings and Threepence ;
 “ third, that the Amount of *jus relictæ* at the same Period, after
 “ deducting the special Legacy in favour of the late Dowager Viscountess
 “ *Keith*, and Sums due by personal Bond to Lord *Keith* at the Date of
 “ his Death, was Twelve thousand six hundred and ninety-nine Pounds
 “ Seven Shillings and Fourpence ; fourth, that the Amount of Dead's
 “ Part at same Period was Eighteen thousand four hundred Pounds
 “ Nineteen Shillings and Threepence ; fifth, that the Trustees had
 “ invested the whole of Lord *Keith*'s Personal Estate and Accumulations
 “ thereof in various Purchases, and in Improvements thereon, and on
 “ the original Trust Estate, and particularly in Embankments against
 “ the Sea by which not only Damage by the Encroachment of the Sea
 “ was prevented, but also a large Extent of Land formerly under Water
 “ had been reclaimed and added to the Trust Estate ; that the Trustees,
 “ not anticipating the Claims of Countess *de Flahault* and Mrs. *Villiers*,
 “ have kept no separate Accounts of the Investments or of the Returns
 “ derived from each, and it was therefore impossible to specify the actual
 “ Rent or the increased yearly Value derived from the different Pur-
 “ chases or Improvements, but the Parties had endeavoured to ascertain
 “ the Results of the Trustees Expenditure with as great Accuracy as
 “ possible, and agreed to hold the Heritable Properties purchased
 “ with the Dead's Part, and Accumulations thereof up to Tenth *March*
 “ Eighteen hundred and forty-four, yielded as at that Date and now
 “ yield a free Rent of Eight hundred Pounds *per Annum*, and will
 “ yield a free Rent of One thousand Pounds *per Annum* upon the
 “ Death of Mrs. *Magdalen Walker* of *Kincardine*, who receives an An-
 “ nuity of Two hundred Pounds a Year from the Trust Estate ; sixth,
 “ that the Amount, as at Tenth *March* Eighteen hundred and fifty-eight,
 “ of the annual Proceeds arising since Tenth *March* Eighteen hundred and
 “ forty-four from the Dead's Part, and from the Accumulations thereof
 “ between the Day of Lord *Keith*'s Death and the said Tenth *March*
 “ Eighteen hundred and forty-four, is Fourteen thousand one hundred
 “ and twelve Pounds ; finds farther, that the Interest due and exigible
 “ on the Legitim and *jus relictæ* ought, in the Circumstances of this
 “ Case, to be at the Rate of Four *per Cent. per Annum*, and that Prin-
 “ cipal and Interest should be accumulated, and Interest be charged at
 “ the

Viscount Keith's Estate.

“ the above Rate on the accumulated Sum from *Whitsunday* Eighteen
 “ hundred and forty-eight, being the First Term after Citation in this
 “ Action; and also, of Consent, finds that the Expenses of all Parties in
 “ this Process, or otherwise in the Adjustment or Discussion of their
 “ Claims, should be paid out of the Trust Estate as between Agent and
 “ Client, and decerns:” And whereas the surviving Parties to the said
 Action have entered into a mutual Arrangement that the said Interlocutor
 of Seventeenth *July* Eighteen hundred and fifty-seven should be held as
 final, and that their several Claims should be settled in manner following;
 (that is to say,) first, the *jus relictæ* of the said Dowager Viscountess
Keith, after deducting the special Legacy of One thousand five hundred
 Pounds paid to her as aforesaid, with Interest on the said *jus relictæ* at
 the Rate and with the Accumulation fixed by the said Interlocutor of
 the Lord Ordinary, shall belong and be paid by the said Trustees to the
 said Mrs. *Georgina Augusta Henrietta Villiers* on her exhibiting a Title
 thereto, and upon Payment thereof, and of the other Sums herein-after
 provided to be paid to her, she has agreed to give up all Claim to her
 Legitim, reserving her Right of Succession to the Estates of the said
 Viscount *Keith*; second, the foresaid Sum of Fourteen thousand one
 hundred and twelve Pounds, being the Amount, as at the Tenth Day of
March Eighteen hundred and fifty-eight, of the annual Proceeds arising
 since the Tenth Day of *March* Eighteen hundred and forty-four from
 the Dead's Part of the said Viscount *Keith's* Estate, and from the
 Accumulations thereof between the Day of his Death and the said Tenth
 Day of *March* Eighteen hundred and forty-four, shall belong and be
 paid to the said Countess *de Flahault* and the said Mrs. *Georgina
 Augusta Henrietta Villiers* in equal Proportions; third, the annual
 Proceeds of the said Dead's Part, and Accumulations from the said Tenth
 Day of *March* Eighteen hundred and fifty-eight till the Period when
 the Trustees of the said Viscount *Keith* shall be entitled and bound to
 execute the Deed of Entail of the said Trust Estates, shall belong and
 be paid to the said Countess *de Flahault* and the said Mrs. *Georgina
 Augusta Henrietta Villiers* in equal Proportions during their joint Lives,
 and to the said Countess *de Flahault* solely in the event of her surviving
 the said Mrs. *Georgina Augusta Henrietta Villiers*; and lastly, that the
 Expenses of all Parties shall be paid out of the Trust Estate in Terms of
 the last-recited Interlocutor: And whereas the several Sums to be paid
 under the said Arrangement to the said Parties respectively are specified
 in the Schedule (A.) hereunto annexed: And whereas the said Mrs.
Georgina Augusta Henrietta Villiers hath no Issue, and the said Countess
de Flahault never had any Male Issue, and hath Issue only Two surviving
 Daughters, namely, the Right Honourable *Emily Jane* the Wife of the
 Right Honourable *Henry Petty Fitzmaurice* Baron *Wycombe* commonly
 called Earl of *Shelburne*, and the Honourable *Georgina Gabrielle de
 Flahault*, who is unmarried; and the said Countess *de Flahault* hath
 had other Daughters, who all died unmarried; and the said Earl and
 Countess of *Shelburne* have Issue the Honourable *Henry Charles Keith*

[*Private.*]

x

Lord

Viscount Keith's Estate.

Lord *Clanmaurice*, the Honourable *Edmund George Fitzmaurice*, and the Honourable *Emily Louisa Anne Fitzmaurice*: And whereas it is just and expedient that the said Action and all further Litigation between the said Trustees and the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers* should be put an end to and settled on the Terms before specified; and it is also expedient, and will be for the Advantage of the Persons on whom the said Trust Estates of the said Viscount *Keith* are directed to be entailed as herein-before mentioned, that the said Arrangement should be sanctioned and confirmed, and that the said Trustees should be authorized to grant Securities on the said Estates to the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers* for the Sums due to them as aforesaid, or to borrow Money on the Security of the said Estates, or, if they shall think it more expedient, to sell the Lands described in the Schedule (B.) hereunto annexed, forming Part of the said Estates, for the Purpose of paying and discharging the said Sums and the Expenses of Process as aforesaid, and otherwise to carry the said Arrangement into effect; 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:

"The Trustees."

I. The Expression "the Trustees" in this Act shall mean the Trustees or Trustee accepting and acting for the Time under the Trust Disposition and Settlement and Deed of Conveyance and last Will of the said Viscount *Keith*, herein-before recited.

Interlocutors of the First Division of Court of Session, dated 17th July 1857; and of the Lord Ordinary, dated 20th March 1858, to be final and binding on all Parties.

II. The Interlocutor of the First Division of the Court of Session of the Seventeenth Day of *July* Eighteen hundred and fifty-seven, and the Interlocutor of the Lord Ordinary of the Twentieth Day of *March* Eighteen hundred and fifty-eight, herein-before recited, are hereby declared to be and shall be final and conclusive and binding upon the Trustees, and upon the said Countess *de Flahault*, and the said Count *de Flahault* her Husband, for his Interest, and the said Mrs. *Georgina Augusta Henrietta Villiers* in her own Right and as representing her Mother the said Dowager Viscountess *Keith*, and every Person claiming through them or any of them, and upon all the other Parties called as Defenders in the said Action of Multiplepoinding, and every Person claiming through them or any of them; and the said Interlocutors shall not be subject to Appeal or Review in any Form or by any Process whatsoever.

Payments to be made to Countess *de Flahault* and

III. It shall be lawful for the Trustees, and they are hereby required, within Six Months after the passing of this Act, to pay to the said Countess *de Flahault*, or her Heirs, Executors, or Administrators, the Sum

Viscount Keith's Estate.

Sum of Seven thousand and fifty-six Pounds, and to the said Mrs. *Georgina Augusta Henrietta Villiers*, or her Heirs, Executors, or Administrators, the Sum of Forty-two thousand five hundred and eighty-six Pounds Seven Shillings and Sevenpence, as specified in the Schedule (A.) hereunto annexed, with Interest on the said Sums from the Tenth Day of *March* Eighteen hundred and fifty-eight until paid; provided that the said Mrs. *Georgina Augusta Henrietta Villiers*, before receiving the Sums payable on account of the *jus relictæ* of her Mother the said Dowager Viscountess *Keith*, shall be bound to exhibit to the Trustees a proper Title to the said *jus relictæ* as representing her said Mother.

Mrs. Villiers,
as specified
in Schedule
(A.)

IV. It shall be lawful for the Trustees to make, grant, and deliver to the said Countess *de Flahault* and the said Mrs. *Georgina Augusta Henrietta Villiers* respectively, if they or either of them shall be willing to accept the same, or to their respective Heirs or Assignees, Bonds and Dispositions of the Lands and Estates herein-before described, in Security of the Sums payable to them respectively as aforesaid, or any Part thereof, with Interest thereon until paid, containing Powers of Sale, and all other usual and necessary Clauses for securing the Payment of the said Sums, Principal and Interest, which Bonds and Dispositions in Security shall be valid and effectual Real Securities affecting the said Lands and Estates and the Rents and Proceeds thereof.

Securities
may be
granted to
Countess de
Flahault and
Mrs. Villiers

V. On Payment of the said several Sums being made to the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers*, or their respective Heirs, Executors, or Administrators, or on their accepting Bonds and Dispositions in Security for the said several Sums as herein-before provided, they shall respectively be bound to grant, execute, and deliver to the Trustees valid and effectual Receipts and Discharges, declaring the said Payments to be in full of their respective Claims upon and against the Trust Estate of the said Viscount *Keith* on account of *jus relictæ*, and of the annual Proceeds from the Tenth Day of *March* Eighteen hundred and forty-four to the Tenth Day of *March* Eighteen hundred and fifty-eight, of the Dead's Part of his Estate, and Accumulations thereof, and discharging the Trustees of all such Claims; and further, the said Mrs. *Georgina Augusta Henrietta Villiers* shall be bound to grant, execute, and deliver to the Trustees a valid and effectual Discharge of her Claim upon and against the said Trust Estate on account of her Legitim; but reserving to the said Mrs. *Georgina Augusta Henrietta Villiers* her Right of Succession to the Estates directed to be entailed by the said Viscount *Keith*, and to the said Countess *de Flahault* and the said Mrs. *Georgina Augusta Henrietta Villiers* their Right to the annual Proceeds from and after the said Tenth Day of *March* Eighteen hundred and fifty-eight arising from the said Dead's Part and Accumulations thereof, as herein-after provided.

Discharges
to be granted
by Countess
de Flahault
and Mrs.
Villiers.

VI. The

Viscount Keith's Estate.

Payment of
annual Pro-
ceeds during
Countess de
Flahault's
Life.

VI. The annual Proceeds of the said Dead's Part of the Estate of the said Viscount *Keith* and Accumulations thereof, from and after the Tenth Day of *March* Eighteen hundred and fifty-eight till the Day of the Decease of the said Countess *de Flahault*, shall belong and be paid by the Trustees to the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers* in equal Proportions during their joint Lives, and to the said Countess *de Flahault* solely during her Life, after the Death of the said Mrs. *Georgina Augusta Henrietta Villiers*, in case the said Countess *de Flahault* shall survive the said Mrs. *Georgina Augusta Henrietta Villiers*; and the said annual Proceeds shall be held to amount to Eight hundred Pounds during the Life of the said Mrs. *Magdalen Walker*, and to One thousand Pounds from and after her Death; and the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers* shall be bound to accept of the said Sums of Eight hundred Pounds or One thousand Pounds *per Annum*, as the Case may be, or their respective Proportions thereof, as in full of the said annual Proceeds during the Periods before mentioned.

Expenses
incurred to
be paid out
of the Trust
Estate.

VII. The Expenses incurred and to be incurred by the Trustees, and by the said Dowager Viscountess *Keith*, Countess *de Flahault*, and Mrs. *Georgina Augusta Henrietta Villiers* in the said Action of Multiplepointing, or otherwise in the Adjustment or Discussion of their Claims, as the same shall be taxed by the Auditor of the Court of Session in *Scotland*, as between Agent and Client, shall be paid by the Trustees out of the said Trust Estate, or out of the Moneys to be raised by them under the Provisions of this Act.

Power to
Trustees to
borrow
Money on
Security of
Lands, &c.

VIII. It shall be lawful for the Trustees to borrow, on the Security of the Lands and Estates herein-before described, such Moneys as shall be necessary for paying the Sums due to the said Countess *de Flahault* and Mrs. *Georgina Augusta Henrietta Villiers* respectively as aforesaid, in case they or either of them shall decline to accept of Bonds and Dispositions in Security for the said Sums, or in case they or either of them shall accept such Bonds and Dispositions in Security and afterwards call up the Principal Sums payable under the same, and also for paying the several other Sums by this Act directed to be paid, in so far as not otherwise provided for, and to make and grant Bonds and Dispositions in Security of the said Lands and Estates, or such Parts thereof as they may think expedient, containing Powers of Sale and all other usual and necessary Clauses for securing the Payment of the Money so borrowed and the Interest accruing thereon; which Bonds and Dispositions in Security shall be valid and effectual Real Securities affecting the said Lands and Estates, and the Rents and Proceeds thereof; and the Moneys so borrowed shall be applied by the Trustees in paying the several Sums specified in the Schedule (A.) hereunto annexed, and the Expenses incurred by the said several Parties in the said Action of Multiplepointing, or otherwise in the Adjustment and Discussion of their Claims, and the
Expenses

Viscount Keith's Estate.

Expenses of obtaining and passing this Act, as herein provided, and to no other Purpose whatsoever; provided that the Persons lending Money to the Trustees shall not be in any way concerned with or bound to see to the Application thereof.

IX. It shall be lawful for the Trustees, if they shall think it more expedient for fulfilling the Purposes of this Act, to sell the Lands described in the Schedule (B.) hereunto annexed, or such Parts thereof as may be necessary, by Public Auction or by Private Bargain, and at such Times and for such Prices as they shall think fit, and to make, grant, and deliver Articles of Roup, Dispositions, and Conveyances, and all other Deeds and Writings necessary for carrying such Sales into effect; and the Moneys received for the Lands so sold shall be applied by the Trustees in paying the several Sums and Expenses by this Act directed to be paid, in so far as not otherwise provided for; provided that the Purchasers of such Lands shall be discharged of the Moneys paid by them as the Prices thereof by the Receipt of the Trustees, and shall not be in any way concerned with or bound to see to the Application of the said Moneys or any Part thereof.

Power to Trustees to sell Lands as in Sched. (B.) for fulfilling Purposes of this Act, if they shall think fit.

X. If any Balance of the Moneys received for the Lands so sold shall remain after the Payment and Discharge of the several Sums and Expenses by this Act directed to be paid, such Balance shall form Part of the Trust Estate of the said Viscount *Keith*, and shall be held and applied by the Trustees upon and for the Trusts, Uses, and Purposes specified in his said Trust Disposition and Settlement and Deed of Conveyance and last Will herein-before recited.

Application of Balance of Moneys received for Lands sold.

XI. The Trustees, and the Heirs, Executors, and Representatives of the said deceased Trustees, shall be and are hereby exonerated, discharged, and indemnified of and from all their Actings in the Trust thereby created previous to the passing of this Act, and all their Intromissions with the Real and Personal, Heritable and Moveable, Estate of the said Viscount *Keith*, and the Rents, Dividends, Interest, and Proceeds thereof previous to the passing of this Act, and all Dispositions, Conveyances, Contracts of Excambion, and other Deeds made and granted by the said Trustees in the Execution of the said Trust shall be and continue valid and effectual to all Intents and Purposes.

Discharge and Indemnification of Trustees.

XII. Nothing in this Act contained shall be held or construed to alter, prejudice, or affect the said Trust Disposition and Settlement and Deed of Conveyance and last Will of the said Viscount *Keith* herein-before recited, or the Deed of Entail thereby directed to be executed, or the Order of Succession to the said Lands and Estates thereby prescribed, excepting in so far as may be necessary for carrying into effect the Purposes of this Act.

Saving Trust Settlements of Viscount Keith.

[*Private.*]

y

XIII. Saving

*Viscount Keith's Estate.*Saving of
Rights.

XIII. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Body Politic and Corporate, (excepting the said Countess *de Flahault* and the said Count *de Flahault* her Husband, and the said Mrs. *Georgina Augusta Henrietta Villiers*, and the Heirs of Entail entitled to succeed to the said Lands and Estates by virtue of the said Trust Disposition and Settlement of the said Viscount *Keith*, and the Deed of Entail thereby directed to be executed,) all such Right, Title, Interest, Claim, and Demand in, to, or out of the said Lands and Estates, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act had not been passed.

Expenses of
Act.

XIV. The Expenses of obtaining and passing this Act, and incidental thereto, shall be paid by the Trustees out of the said Trust Estate, or out of the Moneys to be borrowed or the Prices of Lands to be sold by them under the Provisions of this Act.

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.

SCHEDULES referred to in this Act.

SCHEDULE (A.)

SUMS to be paid to the COUNTESS DE FLAHAULT and the HONOURABLE
MRS. GEORGINA AUGUSTA HENRIETTA VILLIERS.

	£	s.	d.	£	s.	d.
I. Sum to be paid to the Countess de Flahault from the Dead's Part and Accumulations thereof, as at 10th March 1858 -				7,056	0	0
II. Sums to be paid to the Honourable Mrs. Villiers:						
1. From Dead's Part and Accumulations, as at 10th March 1858 -	7,056	0	0			
2. For <i>jus relictæ</i> in right of her Mother the Dowager Viscountess Keith -	35,530	7	7			
				<hr/>	<hr/>	<hr/>
				42,586	7	7
				<hr/>	<hr/>	<hr/>
				£49,642	7	7
				<hr/>	<hr/>	<hr/>

John Smith Johnston.

SCH-

Viscount Keith's Estate.

SCHEDULE (B.)

LANDS authorized to be sold by the TRUSTEES of VISCOUNT KEITH.

Possessions.	Tenants.	Extent.			Rents.			Value of Timber.			Estimated Value.			Total.		
		A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
<i>Wester Kinneff, Parish of Kinneff, County of Kincardine.</i>																
Slains - -	George Scott -	227	3	0	246	4	11									
Crowhillock -	George Murray -	126	3	0	188	1	8									
Whistleberry -	John Lindsay -	145	1	0	226	4	0									
Grange, Ox-lairs.	Thomas Napier and others.	429	2	0	134	9	11									
Slateford -	John Milne -	64	3	0	64	0	0									
Kinneff Lands	Reverend William Mearns.	25	3	0	42	10	0									
Kinneff Fishings.	Alexander Hector	-	-	-	30	0	0									
Crowhillock Pendicle.	James Napier -	21	1	0	18	15	0									
Wardhead -	Robert Hampton	41	2	0	15	5	0									
Kirkcorner -	Robert Davidson	5	3	0	14	0	0									
Corbieknowe -	John Wood -	11	1	0	10	0	0									
Schoolcroft -	John Hunter -	4	3	0	9	10	0									
Pendicle -	Mrs. David Milne	20	2	0	9	0	0									
Pendicle -	Moses Milne -	10	0	0	6	0	0									
Pendicle -	Mrs. Robert Henderson.	4	2	0	3	0	0									
Pendicle -	Robert Lindsay -	5	0	0	3	0	0									
Pendicle -	Mrs. Alexander Lindsay.	2	2	0	2	0	0									
Pendicle -	James Clark -	1	0	0	2	0	0									
Hill and Waste Pasture.	Common to certain Tenants.	178	0	0	-	-	-									
Woods -	-	7	1	21	-	-	-	51	13	4						
		1,333	0	21	1,024	0	6	51	13	4						
Grange and Harbour-shiels.	Additional Rent paid to Lessee (Long Lease almost expired).	-	-	-	187	0	0									
					1,211	0	6	-	-	36,382	8	4				
										2,645	0	0				
																33,737 8 4
																Carried forward -

*Viscount Keith's Estate.*SCHEDULE (B.)—*continued.*

Possessions.	Tenants.	Extent.			Rents.			Value of Timber.			Estimated Value.			Total.				
		A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.		
Amount brought over - - -																33,737	8	4
<i>Easter Kinneff, Parish of Kinneff, County of Kincardine.</i>																		
Fernieflatt and Millhill.	Robert Hector -	347	2	0	314	2	6											
Hallhill -	Alexander Gordon -	212	0	0	260	2	4											
Largie -	John Morrison -	180	0	0	124	5	2											
Upperton -	Alexander Garvie -	33	0	0	40	0	0											
Overton -	David Watt -	22	0	0	17	10	0											
Kinneff Mill -	Benjamin Mitchell -	1	0	0	10	0	0											
Pendicle -	William Eddie -	18	3	20	10	12	0											
Pendicle -	John Greig -	13	1	0	9	6	0											
Pendicle -	John Eddie -	10	0	0	6	18	0											
Pendicle -	James Davidson -	6	0	0	5	10	0											
Pendicle -	James Forbes -	6	1	0	5	10	0											
Pendicle -	Andrew Watt -	7	2	0	4	10	0											
Pendicle -	Rev. Alexander Watt.	5	2	30	4	10	0											
Kinneff Quarry	John Burness -	-	-	-	5	0	0											
Pendicle -	James Edward -	1	1	0	2	0	0											
Pendicle -	Widow Eddie -	1	1	0	0	10	0											
Pendicle -	Mary Eddie -	0	0	10	0	6	0											
Hill and Waste Pasture.	Common to certain Tenants.	50	0	0	-	-	-											
Woods -	-	16	0	0	-	-	-	160	0	0								
		931	2	20	820	12	0	160	0	0	24,778	0	0					
											7,000	0	0					
											50	0	0					
											31,828	0	0					
<i>Easter Kinneff Feu Duties.</i>																		
Andrew Moncur -		-	-	-	1	6	8											
Charles Garvie -		-	-	-	1	11	3											
James Watt -		-	-	-	1	6	8											
Free Kirk Managers -		-	-	-	2	13	4											
John Napier -		-	-	-	1	6	8											
					8	4	7				164	11	8					
											31,992	11	8					
Deduct Public and Parochial Burdens, estimated at -											2,931	17	6					
											29,060	14	2					
TOTAL ESTIMATED VALUE -											62,798	2	6					

John Menzies.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty, 1858.