



ANNO VICESIMO PRIMO & VICESIMO SECUNDO

# VICTORIÆ REGINÆ.

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## Cap. 7.

An Act for authorizing the Trustees of the late *James Davidson* of *Ruchill* to sell Part of his Lands of *Ruchill*, *Garrioch*, and *Balgray*, in the County of *Lanark*, and to reinvest the Prices of such Lands ; and for other Purposes.

[2d August 1858.]

**W**HEREAS *James Davidson* of *Ruchill* in the County of *Lanark*, now deceased, by his Trust Disposition and Deed of Settlement, dated the Twentieth Day of *September* One thousand eight hundred and forty-eight, gave, granted, and disposed from him and his Heirs and Successors, to and in favour of *William James Davidson* his eldest Son, *James Davidson* his Second Son, *William Brown* Merchant in *Glasgow*, the Reverend *William Fleming* Doctor of Divinity, Professor of Moral Philosophy in the University of *Glasgow*, *Mark Sprot* Esquire of *Garnkirk*, *Andrew Ranken* Esquire of *Ashfield*, *Peter Hamilton* Merchant in *Glasgow*, *John Hotson* Writer in *Glasgow*, and *Adam McCheyne* Writer to the Signet, *Edinburgh*, and to the Survivors and Survivor, Accepters and Acceptor, of them, the major Part accepting and surviving at the Time being always a Quorum, as Trustees for the Ends, Uses, and Purposes therein mentioned, and

Deed of Settlement of James Davidson, dated 20th Sept. 1848.

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*Davidson's Estate.*

their Assignees, all and sundry Lands and Heritages, Debts heritable and moveable, Stock in the Public or other Funds, Goods, Gear, Money, and Effects, and in general his the Truster's whole Means and Estate, of whatever Denomination, heritable and moveable, real and personal, wheresoever situated, then belonging to him or that should happen to pertain and belong to him at the Time of his Death, and particularly without Prejudice of the said Generality, in the first place, all and whole the Twenty-six-shilling-and-eightpenny Land of old Extent of *Ruchill*, with the Houses, Buildings, Yards, Tofts, Crofts, Annexis, Connexis, and whole other Parts, Pendicles, and Pertinents of the same whatsomever, lying within the *Barony* Parish, Barony and Regality of *Glasgow*, and Sheriffdom of *Lanark*; in the second place, all and whole the Four-pound-six-shilling-and-eightpenny Land of old Extent of *Garrioch*, with the Tower, Fortalice, Manor Place, Houses, Buildings, Yards, Orchards, Coal and Coal Heughs, Chapel, Chapel Lands, Pasturages of the same, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsomever, lying within the said *Barony* Parish, Barony and Regality of *Glasgow*, and Sheriffdom foresaid, excepting always furth and from the said Lands of *Garrioch* that Part or Poffle of Land called *Glenhead*, formerly in use to pay Twenty-five Pounds yearly of Rent; as also that Brae or Bank on the South Side of the Rivulet which divides the Lands of *Garrioch* from the Lands of *Gairbraid*, which Bank or Brae is now inclosed by a Ditch or Dyke within the Wood of the Lands of *Gairbraid*, as for the Principal; and in special and real Warrantice, Indemnity, and Security of the said Lands of *Garrioch* against all Debts, Diligence, and Incumbrances, all and whole the Five-pound Land of *Easter and Wester Gairbraid*, therein comprehending all and whole the Four-pound-three-shilling-and-fourpenny Land of *Gairbraids*, and Sixteen-shilling-and-eightpenny Land of old Extent of *Gairbraid*, with Houses, Buildings, Yards, Parts, Pendicles, and Pertinents of the same, lying within the Parish, Regality, and Sheriffdom foresaid, excepting always those Parts of the foresaid Lands and others which were excepted in his the said Truster's Infestment of the same, dated the Twenty-fifth and recorded in the General Register of Sasines at *Edinburgh* the Twenty-sixth Days of *September* Eighteen hundred and thirty-five; and in the third place, all and whole that Mill Acre of Land or thereby, which is surrounded and inclosed by the Mill Dam of *Balgray* and the Corn Mill Lade thereof on the North and West Parts, and the Water of *Kelvin* and a Part of the said Lade or Water Gang on the South and East Parts, together with the Paper Mill and whole Instruments and Materials thereof, formerly built and erected upon the said Mill Acre by the now deceased *James Duncan* and *William Duncan*, Printers in *Glasgow*; and all and hail the Corn Mill of *Balgray* (afterwards converted into a Snuff Mill), with the Mill Dam and Lade thereto belonging; Item, all and hail the Oil and Lint Mills sometime ago erected by the said deceased *James Duncan* on the foresaid Lands, with the Dams and Lades  
and

*Davidson's Estate.*

and other Pertinents of the same, together also with the Poffle and Piece of Land belonging also to the said Corn Mill and others, consisting of Thirteen or Fourteen Acres of Land or thereby, as the same was anciently possessed by *James Johnston*, Miller there; as also all and hail the *Balgray Park* or Inclosure anciently possessed by *Thomas Adam*, Tenant there, and all and hail Four Acres of Land or thereby of the Lands of *Little Balgray*, sometime belonging to *Hew Spreul Crawford* of *Cowden Hill*, lying and bounded by the Lands of *Balgray* belonging sometime to *Matthew Crawford*, Merchant in *Glasgow*, afterwards to *William Crawford*, Merchant there, his Son, and the said Mill Poffle, on the East, North, and West Parts, and the Queen's High Road on the South Part, which Four Acres were anciently possessed by *Alexander Dalglish*, Tenant in *Little Balgray*; with free Ish and Entry to the said Lands, together with the whole Mills, Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Parts, Pendicles, and Pertinents of the said hail Lands, Mills, and others foresaid, all lying within the Parish of *Govan*, Regality of *Glasgow*, and Sheriffdom of *Lanark*, which Lands and others above described are now known and described as all and whole the Lands and Estate of *Balgray*, with the Paper and Snuff Mills and all the Houses and Erections of every Kind thereon, and the whole Privileges and Pertinents of the same, all as sometime possessed by *John Duncan* and his Mother and Sisters, situated in the Parish of *Govan* and Sheriffdom of *Lanark*; as also all and whole these Two Fields or Inclosures of Ground lying adjacent and contiguous to each other, and extending to Seventeen Acres and Fifteen Falls or thereby, bounded on the North by a Road leading from the Cross Loan Road to the River *Kelvin*; upon the East, partly by the Centre of the said River *Kelvin*, and partly by a Hedge dividing the same from the *Bells Haugh* Bleachfield, Part of the Lands of *Kirklee*, formerly belonging to Mrs. *Elizabeth Mowbray* (otherwise *Lithan Cuthill*) of *Kelvinside*; on the South, by a dry Stone Dyke which, by a Feu Contract dated the Twenty-eighth and Twenty-ninth Days of *November*, and judicially ratified the Twelfth Day of *December*, both in the Year One thousand eight hundred and twenty-five, and registered in the Sheriff Court Books of *Glasgow* the Fifth Day of *February* One thousand eight hundred and twenty-seven, entered into between the said Mrs. *Elizabeth Mowbray* (otherwise *Lithan Cuthill*) with the special Advice and Consent of *Archibald Cuthill*, Writer in *Glasgow*, her Husband, on the One Part, and *William Black* of *Balgray Park*, Merchant in *Glasgow*, on the other Part, is declared to be a Common or March Dyke, dividing the Lands thereby disposed from the said Mrs. *Elizabeth Mowbray* or *Lithan Cuthill* her other Lands of *Balgray*, and upon the West by a Triangular Field, Part of the Lands of *Balgray Park*, formerly belonging to the said *William Black*, with the whole Metals and Minerals in said Lands, and whole Parts, Pendicles, and Pertinents of the same, which Two Fields or Inclosures of Ground

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*Davidson's Estate.*

above described are Part and Portion of all and hail the Thirty-seven shilling-and-sixpenny Land of old Extent of *Balgray*, formerly acquired *inter alia* by *Thomas Dunmore* of *Bankhead*, Merchant in *Glasgow*, from *Hugh Spreul Crawford* of *Cowden Hill*, by Disposition bearing Date the Fifteenth *October* One thousand seven hundred and fifty-five, all lying within the Parish of *Govan* and County of *Lanark*, but in trust always for the Ends, Uses, and Purposes following; *videlicet*, in the first place, for the Payment of all his the said Truster's just and lawful Debts, Deathbed and Funeral Charges, and of any Gifts or Legacies which he might think proper to leave at any Time of his Life, and of the Expense of executing the said Trust; in the second place for Payment to Mistress *Mary Wilson* or *Davidson* his Spouse, in case she should happen to survive him, of the Capital Sum of Two thousand five hundred and seventy-seven Pounds Sterling, being the then Value of the Property received by him with the said Mistress *Mary Wilson* or *Davidson*, and that at the First Term of *Whitsunday* or *Martinmas* after his Death, with One Fifth Part more of the said Capital Sum of Penalty in case of Failure, and the due and legal Interest thereof from the said Term of Payment during the Nonpayment of the same, declaring that the said Capital Sum was in addition to and over and above the Liferent Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson* or *Davidson* by the Contract of Marriage between the said Truster and her, dated the Twenty-seventh Day of *August* One thousand eight hundred and twenty-five; in the third place, the said Truster directed his said Trustees to dispoise, convey, and make over to the said *William James Davidson* (his eldest Son) in Liferent, but for his the said *William James Davidson's* Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to the said *James Davidson* (his the Truster's Second Son) also in Liferent, but for his the said *James Davidson's* Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom all failing, to his the said Truster's own nearest Heirs whomsoever, all and whole the said Twenty-six-shilling-and-eightpenny Land of old Extent of *Ruchill*, with the Houses and Pertinents, under the Burden of Payment of One hundred Pounds, Part of the aforesaid Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson* or *Davidson* by her said Contract of Marriage, which Part of said Annuity should be payable half-yearly at the Terms and by the Proportions therein specified, and should, by the Disposition in favour of the said *William James Davidson* and others be declared to be a real Burden affecting the said Lands of *Ruchill* till paid and discharged, as also under the Burden of the Liferent Provision or Annuity of Three hundred Pounds Sterling, provided to Mistress *Harriet Sprot* or *Davidson*, Spouse of the said *William James Davidson*, by their Contract of Marriage dated the Nineteenth Day of *April* One thousand eight hundred and forty-seven, and under the Burden of Payment of the Sum of Four thousand Pounds Sterling

*Davidson's Estate.*

Sterling thereby provided to the Child or Children of the said Marriage, which Annuity of Three hundred Pounds and Provision of Four thousand Pounds should be payable at the Terms, and with Penalty and Interest, as specified in said Contract of Marriage, and should in like Manner, by the Disposition in favour of the said *William James Davidson* and others, be declared to be real Burdens affecting the said Lands of *Ruchill* till paid and discharged; in the fourth place, the said Truster directed his said Trustees to dispoise, convey, and make over to the said *James Davidson* (his Second Son) in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to the said *William James Davidson* also in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom all failing, to his the said Truster's own nearest Heirs whomsoever, all and whole the Lands and Mills of *Balgray* and others above described, with the Pertinents, under the Burden of Payment of One hundred Pounds, further Part of the foresaid Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson* or *Davidson* by her said Contract of Marriage, which Part of said Annuity should be payable half-yearly at the Terms and by the Proportions therein specified, and should by the Disposition in favour of the said *James Davidson* and others be declared to be a real Burden affecting the said Lands, Mills, and others of *Balgray*, till paid and discharged; in the fifth place, the said Truster directed his said Trustees to dispoise, convey, and make over to *Charles Henry Davidson* (his Third Son) in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to the said *William James Davidson*, also in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to the said *James Davidson* (the Truster's Second Son) also in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to his the said Truster's own nearest Heirs whomsoever, all and whole the Four-pound-six-shilling-and-eightpenny Lands of *Garrioch* and others, with the Warrandice Lands of *Gairbraid* and Pertinents above described, under the Burden of Payment of One hundred Pounds, further Part of the foresaid Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson* or *Davidson* by her said Contract of Marriage, which Part of said Annuity should be payable half-yearly at the Terms and by the Proportions therein specified, and should by the Disposition in favour of the said *Charles Henry Davidson* and others be declared to be a real Burden affecting the said Lands of *Garrioch* and others till paid and discharged, declaring, as it was by the said Trust Disposition and Deed of Settlement provided, that the said Trustees should have Power at any Time, if the Affairs of the Trust would admit of it, to lay out and employ on Heritable Security a Capital Sum sufficient to ensure the regular Payment of the foresaid Annuity to the said Mistress *Mary Wilson* or *Davidson*, who should in that Case be bound to

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*Davidson's Estate.*

discharge the said real Burdens; in the sixth place, the said Truster left and bequeathed to each of his Three Daughters, *Janet*, *Agnes*, and *Mary Lilius Davidson*, the Sum of Six thousand Pounds Sterling, payable at the First Term of *Whitsunday* or *Martinmas* after his Death, with One Fifth Part more thereof of Penalty in case of Failure, and the due and legal Interest of the said Principal Sum from and after the said Term of Payment, during the Nonpayment thereof, declaring that the foresaid Provision of Six thousand Pounds to each of his Daughters should not be actually payable to them, but should be laid out on Heritable Security or placed in a chartered Bank for their Behoof; and in the event of the Marriage of any of his said Daughters, her Provision should not be subject to the *jus mariti* of any Husband to whom she might be married, but the Interest thereof should be payable to herself alone, without the Consent or Concurrence of any such Husband, and the Capital should be payable after her Death as she might direct by any Writing under her Hand, and failing such Direction as the Law might appoint, which Provision in favour of the Truster's said Daughters was and should be in full of the Sums provided to them by the foresaid Contract of Marriage between him and the said Mistress *Mary Wilsons* or *Davidson*, and of all Legitim, Portion Natural, Bairns Part of Gear, and whatever else they or any of them could ask, claim, or demand from him and his Heirs and Successors in and through his Death; in the seventh place, the said Truster, having already advanced to his Sons the said *William James Davidson* and *James Davidson*, on their entering into Business, the Sum of Two thousand five hundred Pounds each, he did by the same Trust Disposition and Deed of Settlement leave and bequeath to the said *Charles Henry Davidson* the like Sum of Two thousand five hundred Pounds, payable at the First Term of *Whitsunday* or *Martinmas* after his the said Truster's Death, with One Fifth Part more thereof of Penalty in case of Failure, and the due and legal Interest of the said Principal Sum from the said Term of Payment, during the Nonpayment thereof, but declaring that the said Principal Sum of Two thousand five hundred Pounds should not be actually payable to the said *Charles Henry Davidson*, but should be laid out on Heritable Security or placed in a chartered Bank for his Behoof, and the Interest either paid to him or applied to his Use at the Discretion of the said Trustees during his Life, and the Capital, after his Death, should belong and be payable to the Heirs of his Body, whom failing, to his nearest Heirs whomsoever; and declaring that the foresaid Provision in favour of the said *Charles Henry Davidson* was and should be in full of the Sums provided to him by the said Contract of Marriage, and of all Legitim, Portion Natural, Bairns Part of Gear, and whatever else he could ask, claim, or demand from the said Truster and his Heirs and Successors in and through his Death; in the last place, the said Truster left and bequeathed the free Residue of his Estate, real and personal, to the said *William James Davidson* and  
*James*

*Davidson's Estate.*

*James Davidson*, his Sons, equally between them, share and share alike, or in such other Shares and Proportions as should be thereafter specified by him in a Codicil thereto, which Trust Disposition and Deed of Settlement contained an Appointment of the said Trustees, and the Survivors and Survivor, Accepters and Acceptor, of them, to be the Executors or Executor of the said Truster, and Curators to the said *Charles Henry Davidson* and *Mary Lilius Davidson*, with Power to them to assume new Trustees to act along with them in the Management of the Trust Affairs, which new Trustees should have the same Powers and Privileges as if they had been originally appointed by the said Truster, and with other usual Clauses: And whereas by a Codicil to the said Trust Disposition and Deed of Settlement, dated the Twenty-first Day of *November* One thousand eight hundred and forty-eight, the said *James Davidson* the Truster appointed his said Trustees to make Payment to *Thomas Davidson* Merchant in *Glasgow*, his only Brother, and Mistress *Jane Davidson* or *Hedderwick*, his Spouse, and the Survivor of them, of a free Liferent Annuity of One hundred Pounds Sterling, and that at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the First Payment at the First of these Terms which should happen after his the said Truster's Death, and so forth half-yearly thereafter during the Lifetime of the said *Thomas Davidson* and Mistress *Jane Davidson* or *Hedderwick*, and the Survivor of them, declaring that the said Liferent Annuity, being intended and to be received as an alimentary Provision for the more comfortable Support of the said *Thomas Davidson* and Mistress *Jane Davidson* or *Hedderwick*, the same should not be assignable by them or either of them, nor arrestable or in any way attachable by their or either of their Creditors, but should be payable upon their or either of their Receipts only, notwithstanding any such Assignment, Arrestment, or other Means used for attaching the same; and further, the said Truster did by the said Codicil appoint his said Trustees to make Payment to *William Macleod*, sometime Manufacturer in *Glasgow* then residing at *Richmond* in *Canada*, his Nephew, of a free Liferent Annuity of Thirty Pounds Sterling, and that at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the First Payment at the First of these Terms which should happen after his the said Truster's Death, and so forth half-yearly thereafter during the Life of the said *William Macleod*; declaring that the said Liferent Annuity, being intended and to be received as an alimentary Provision for the more comfortable Support of the said *William Macleod*, the same should not be assignable by him, nor arrestable or in any way attachable by his Creditors, but should be payable on his own Receipts only, notwithstanding any such Assignment, Arrestment, or other Means used for attaching the same: And whereas by a Second Codicil to the said Trust Disposition and Deed of Settlement, dated the Twenty-second Day of *November* One thousand eight hundred and forty-nine, the said *James Davidson* the Truster increased the Annuity in favour

Codicil to  
Deed, dated  
21st Nov.  
1848.

Second  
Codicil to  
Deed, dated  
22d Nov.  
1849.

of

*Davidson's Estate.*

Third  
Codicil to  
Deed, dated  
22d Nov.  
1849.

of his Nephew, the said *William Macleod*, to the Sum of Fifty Pounds Sterling, instead of Thirty Pounds, as provided by the First Codicil aforesaid, and payable in all respects as above mentioned: And whereas by a Third Codicil to the said Trust Disposition and Deed of Settlement, dated the said Twenty-second Day of *November* One thousand eight hundred and forty-nine, the said *James Davidson* the Truster, on the Recital that for several Years past his youngest Son, the said *Charles Henry Davidson*, had been afflicted with Derangement of Mind, and could not be entrusted with the Management of himself or his own Affairs, and that, in these Circumstances, it was not desirable that the Lands and Estate of *Garrioch* should be conveyed to him as appointed by the said Trust Disposition and Deed of Settlement, but that in lieu thereof he should receive an Annuity in manner underwritten, therefore the said Truster did by the said Codicil direct his said Trustees to dispone, convey, and make over to the said *William James Davidson* (his eldest Son) in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to the said *James Davidson* (his the Truster's Second Son) also in Liferent, but for his Liferent Use allenary, whom failing, to the Heirs of his Body in Fee, whom failing, to his the said Truster's own nearest Heirs whomsoever, all and whole the Four-pound-six-shilling-and-eightpenny Lands of *Garrioch* and others, with the Warrandice Lands of *Gairbraid* and Pertinents above described, under the Burden of Payment of One hundred Pounds, further Part of the foresaid Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson* or *Davidson* by her said Contract of Marriage, which Part of said Annuity should be payable half-yearly at the Terms and by the Proportions therein specified, and should by the Disposition in favour of the said *William James Davidson* and others be declared to be a real Burden affecting the said Lands of *Ruchill*, *Garrioch*, and others, till paid and discharged; and in lieu of the foresaid Disposition appointed to be executed by the said Trustees in favour of the said *Charles Henry Davidson*, the said Truster did by the said Codicil leave him, in addition to the foresaid Provision of Two thousand five hundred Pounds, a free Liferent Annuity of Two hundred Pounds Sterling, payable at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the first Payment at the First of these Terms that should happen after his the said Truster's Death, and so forth termly thereafter during the Life of the said *Charles Henry Davidson*, which Annuity should, in the Disposition to be granted by the said Trustees in favour of the said *William James Davidson*, be declared to be a real Burden affecting the said Lands of *Ruchill*, *Garrioch*, and others, till paid and discharged; and the said Truster did by the said Codicil appoint his said Trustees to be Curators to the said *Charles Henry Davidson*, as well after as before his attaining Majority, with full Power to direct as to the Care of his Person and Estate, and accumulate any Savings that might arise under their Management, which Savings should be



*Davidson's Estate.*

be payable to him in the event of his perfect Recovery, or to his Heirs after his Decease: And whereas by a Fourth Codicil to the said Trust Disposition and Deed of Settlement, dated the Thirtieth Day of *January* One thousand eight hundred and fifty, the said *James Davidson* the Truster, on the Recital that by the said Trust Disposition and Deed of Settlement the Liferenters would have no Power to feu any Parts of the said Lands of *Ruchill, Garrioch, and Balgray*, however desirable it might be to do so, and that he was desirous to rectify that Omission, therefore the said Truster directed his Trustees before named, in the several Dispositions to be granted by them in favour of the said *William James Davidson* and *James Davidson* his Sons, and their Heirs, to insert a Clause empowering them to grant Feus or Building Leases of such Parts and Portions of the said Lands, not exceeding Two Imperial Acres in One Feu or Lease, on such Conditions and at such Rates of annual Feu Duty or Rent as they might severally think proper, such Feu Duty or Rent being in no Case under Twenty-five Pounds the Imperial Acre, and so in proportion for a greater or smaller Portion of Ground: And whereas the said *James Davidson* the Truster died on the Twenty-eighth Day of *May* One thousand eight hundred and fifty, and the said Trust Disposition and Deed of Settlement, and Four Codicils thereto, were all recorded in the Books of Council and Session at *Edinburgh* on the Fourth Day of *June* One thousand eight hundred and fifty, and Confirmation thereof was expedite before the Commissary Court of *Lanarkshire* at *Glasgow* on the Twenty-ninth Day of *November* One thousand eight hundred and fifty, in favour of the said *William James Davidson, James Davidson, William Brown, Mark Sprot, Peter Hamilton, and John Hotson*, who alone accepted of the Offices of Trustees, Executors, and Curators under the same, the said Doctor *William Fleming, Andrew Ranken, and Adam McCheyne* having declared their Nonacceptance of the said Offices, by a Minute executed by them on the Seventeenth and Thirty-first Days of *October* and Fourth Day of *November* One thousand eight hundred and fifty: And whereas the said *William James Davidson, James Davidson, William Brown, Mark Sprot, Peter Hamilton, and John Hotson*, as Trustees foresaid, have completed their Title to the said several Lands and others above described, conform to Instrument of Sasine in their Favour in the whole of the said Lands and others, recorded in the General Register of Sasines at *Edinburgh* on the Twelfth Day of *November* One thousand eight hundred and fifty, and to Crown Charter of Confirmation in their Favour in the Lands of *Ruchill, Garrioch, and others*, in the first and second places herein-before described, of Date the Tenth Day of *November* One thousand eight hundred and fifty-two, and to Charter of Confirmation in their Favour in the Lands of *Balgray* and others, in the third place herein-before described, granted by *Donald Smith*, then Manager of the *Western Bank of Scotland*, and *William Smith*, Merchant in *Glasgow*, as Liferenters, and by the Trustees of the late *Archibald*

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Fourth  
Codicil to  
Deed, dated  
30th Jan-  
uary 1850.

*Davidson's Estate.*

Lord *Douglas*, as Fiars, of the Superiority of the said Lands and others, of Date the Twenty-sixth and Twenty-eighth Days of *February* and Third and Fifth Days of *March* One thousand eight hundred and fifty-three: And whereas the said Trustees have paid the Debts and Deathbed and Funeral Charges of the said deceased *James Davidson* the Truster, and the said Legacy of Two thousand five hundred and seventy-seven Pounds bequeathed to the said Mistress *Mary Wilson* or *Davidson* by the said Trust Disposition and Deed of Settlement; and they have likewise, as directed by that Deed, invested on Heritable Security Three several Sums of Six thousand Pounds each for Behoof of the Truster's Three Daughters, the said *Janet Davidson*, *Agnes Davidson*, and *Mary Lillias Davidson*, and the Persons appointed by the said Deed to succeed to them respectively, and the Sum of Two thousand five hundred Pounds for Behoof of the said *Charles Henry Davidson* and his Heirs, as appointed by the said Deed; and the said Trustees still retain Heritable Property (in addition to the Lands and others herein-before described) of a Value more than sufficient to meet the Annuities bequeathed by the said First and Second Codicils to the said *Thomas Davidson* and Mistress *Jane Davidson* or *Hedderwick*, and the Survivor of them, and to the said *William Macleod*, and that Portion of the Annuity payable as aforesaid to the said Mistress *Mary Wilson* or *Davidson* which was not directed to be secured over the Lands and others herein-before described, together with the Expense of executing the said Trust; but they have not yet executed Conveyances of the Lands of *Ruchill*, *Garrioch*, *Balgray*, and others herein-before described, in favour of the said *William James Davidson* and *James Davidson* (the Sons of the Truster), and the Persons appointed to succeed to them respectively as aforesaid: And whereas *James Davidson* the younger, only Son and Presumptive Heir of the Body of the said *William James Davidson*, and, as such, appointed by the said Trust Disposition and Deed of Settlement and Codicils to succeed to him in the said Lands of *Ruchill* and *Garrioch*, is in pupillarity, and there is not at present any Heir of the Body of the said *James Davidson* (the Truster's Second Son); and in these Circumstances there is at present no Power in any Party to sell any of the Lands herein-before described: And whereas the said Lands of *Ruchill*, *Garrioch*, *Balgray*, and others herein-before described, are in the immediate Vicinity of the City of *Glasgow*, and certain Portions thereof are considered well adapted for the Erection of Barracks for Her Majesty's Troops, and it would be expedient, and for the Advantage of all Parties interested in the said Lands, if Powers were granted to sell such Portions thereof as Her Majesty's Principal Secretary of State for the War Department shall agree to purchase, for the Erection of Barracks as aforesaid, and for Ground and Conveniences to be used in connexion therewith, and to reinvest the Purchase Moneys received for the same in the Purchase of other Lands, or to lend such Purchase Moneys upon Heritable Security, for Behoof of the same Persons and subject to the same Burdens as is by the said Trust Disposition and Deed of Settlement and Codicils directed

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*Davidson's Estate.*

in respect to the said Lands herein-before described, as also to lay off and form Roads through the said Lands for the more convenient Use of such Portions thereof as may from Time to Time be sold, or for the Purpose of laying out the same in Building Lots; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. The Trustees acting at the Time of the passing of this Act, under the before-recited Trust Disposition and Deed of Settlement and Codicils, of the said deceased *James Davidson*, and any new Trustee or Trustees who may be assumed under the Power to that Effect contained in the said Trust Disposition and Deed of Settlement, and the Survivors and Survivor of them (the Majority of such Trustees for the Time being always a Quorum), shall be the Trustees for carrying this Act into execution.

II. The said Trustees may postpone the Execution of the Conveyances of the several Lands before described, which they are by the said Trust Disposition and Deed of Settlement and Codicils directed to convey to the said *William James Davidson* and *James Davidson* (the Truster's Sons) respectively, in Liferent, whom failing, to the other Persons therein mentioned, until the Person for the Time being entitled, under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the beneficial Enjoyment, as Liferenter or Fiar, of any such Lands, or the legal Guardian or Guardians of such Person if in Minority, shall require the said Trustees to convey the same in pursuance of such Directions; and, until the said several Lands shall be so conveyed, the said Trustees shall remain vested with the same, or with such Parts thereof as may not have been so conveyed, or as may not have been sold, under the Powers herein-after conferred, in trust for the Persons and under the Burdens expressed in the said Trust Disposition and Deed of Settlement and Codicils, and with the Powers and for the Purposes contained therein and in this Act.

III. While and so long as the said Trustees shall remain vested with the said several Lands or any Part thereof, it shall be lawful for them to sell to Her Majesty's Principal Secretary of State for the War Department such Portions of the said Lands remaining vested in them as may be required for the Erection of Barracks, and for Ground and Conveniences to be used in connexion therewith, and to grant, execute, and deliver to and in favour of the Purchasers such Dispositions and other Deeds as may be necessary for carrying into Effect such Sales: Provided always, that the Price for which any Part of such Lands shall be sold shall

Trustees for carrying Act into execution.

Trustees may postpone Conveyances of Lands until required by Liferenters or Fiars, and in the meantime shall remain vested therewith for the Purposes of this Act.

Power to Trustees to sell Lands at certain Rates, with Consent of Parties beneficially interested.

*Davidson's Estate.*

shall in no Case be at a Rate lower than Five hundred Pounds *per* Imperial Acre: Provided also, that no such Sale shall be valid without the Consent in Writing of the Person for the Time being entitled under the Directions of the said Trust Disposition and Deed of Settlement and Codicils to the beneficial Enjoyment, as Liferenter or Fiar, of the Lands so sold, or of the legal Guardian or Guardians of such Person if in Minority.

Money arising from Sale to be paid into Bank, and Conveyance to Purchaser to be granted by Trustees.

IV. When any such Sale shall be effected, the Money arising therefrom shall be paid by the Purchaser, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company, or *Commercial* Bank of *Scotland*, or *National* Bank of *Scotland*, in the Names of the said Trustees, and shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which shall be paid to the said Trustees and by them applied as herein-after directed; and, upon such Money being paid into Bank as aforesaid, the said Trustees shall be bound and entitled to execute and deliver, to and in favour of the Purchaser of the Lands so sold and paid for, a valid Conveyance of such Lands, containing a Receipt for the Price thereof, and all Clauses usual and necessary for vesting such Lands in the Purchaser, on Delivery of which Conveyance the Purchaser shall give up to the said Trustees the Receipt granted to him by or on behalf of the Bank into which the Price shall have been paid, and such Bank shall thereafter hold the said Price at the Disposal of the said Trustees.

Bank Receipt, &c. to be sufficient Discharge to Purchaser; and on Payment of Price and Delivery of Conveyance, Purchaser to have Right to Lands freed of Destinations and Burdens.

V. The Receipt for such Price, granted by the Treasurer, Cashier, or Manager of the Bank into which the same shall have been paid, or the Conveyance granted by the said Trustees containing a Receipt for such Price, shall be a full and complete Discharge to the Purchaser, and his Heirs, Executors, and Successors, for the Amount so paid by him, and he and they shall not be obliged to see to the Application thereof, or be accountable for any Loss, Misapplication, or Nonapplication of any Part of the same; and upon making such Payment and receiving from the said Trustees such Conveyance as aforesaid, the Purchaser shall have Right to the Lands thereby conveyed to him, freed and disburdened of all the Provisions, Conditions, Destinations, and Burdens contained in or appointed to be created by the said Trust Disposition and Deed of Settlement and Codicils.

Price of Lands sold, to be applied in the Purchase of other Lands with the Approbation of the Court.

VI. It shall from Time to Time be lawful for the said Trustees, with the Consent in Writing of the Person who would for the Time being have been entitled as aforesaid to the beneficial Enjoyment, as Liferenter or Fiar, of any Lands which may have been sold by them under the Powers herein-before contained, if such Lands had not been so sold, or of the legal Guardian or Guardians of such Person if in Minority, and with the Approbation of either Division of the Court of Session, for which they may apply

*Davidson's Estate.*

apply by summary Petition, to invest the Prices of the Lands so sold in the Purchase of such other Lands in *Scotland*, with or without a Residence thereon, as may be deemed most advantageous; which Lands so purchased shall be conveyed to the same Persons, in the same Manner, and subject to the same real Burdens that the Lands with the Price of which the same shall have been purchased would or ought to have been conveyed by the said Trustees if this Act had not been passed.

VII. Until the Moneys arising from any such Sale are applied as herein-before directed, it shall be lawful for the said Trustees, instead of allowing the same to remain in Bank, to invest the said Moneys or any Part thereof upon Heritable Security in *Scotland*, and the Titles of such Securities shall be taken in Name of the said Trustees.

Until Prices so applied, they may be invested on Heritable Security.

VIII. The Moneys arising from the Sale of any Portions of the said Lands of *Ruchill, Garrioch*, and others, in the first and second places herein-before described, whether such Moneys be deposited in Bank or invested on Heritable Security, and the Lands which may be purchased with such Moneys as aforesaid, shall be held as coming in place of the Lands out of the Sales of which such Moneys shall have arisen, and shall, in lieu of the Lands so sold, be subject to the yearly Burden of Two Sums of One hundred Pounds each, Parts of the aforesaid Liferent Annuity of Four hundred Pounds provided to the said Mistress *Mary Wilson*, or *Davidson* by her Contract of Marriage, and to the Burden of the said Liferent Annuity of Two hundred Pounds to the said *Charles Henry Davidson*, and to the Burden of the eventual Liferent Annuity of Three hundred Pounds provided as aforesaid to the said Mistress *Harriet Sproul* or *Davidson*, and to the Burden of the Sum of Four thousand Pounds provided as aforesaid to the Child or Children of the Marriage between her and the said *William James Davidson*, all as directed by the said Trust Disposition and Deed of Settlement and Codicils, so long as such several Annuities and Provision shall respectively remain unexpired and unsatisfied; and the Interest arising from such Moneys and Securities, and the Rents and Profits arising from the Lands purchased with such Moneys, shall be applied by the said Trustees in the first place in or towards Payment of the said Annuities and Portions of Annuity, so long as the same shall respectively remain unexpired and unsatisfied; and the Surplus, if any, of such Interest, Rents, and Profits shall be paid over to the said *William James Davidson*, whom failing, to the Person who would for the Time being have been entitled under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the Rents and Profits of the Portions of the said Lands of *Ruchill, Garrioch*, and others, so sold, if the same had not been sold.

Produce of Sales of Lands of *Ruchill* and *Garrioch*, and the Lands purchased therewith, to be subject to the same Burdens as those Lands; and surplus Interest and Rents to be paid over to *W. J. Davidson* and others.

IX. The said Trustees shall, when required by the said *William James Davidson*, or by the Person who would for the Time being have been

Conveyances (subject to those Bur-

[*Private.*]

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entitled,

*Davidson's Estate.*

dens) to be executed by Trustees in favour of W. J. Davidson and others when required.

entitled, under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the Rents and Profits of the Portions of the said Lands of *Ruchill, Garrioch*, and others, sold as aforesaid, if the same had not been sold, or by the legal Guardian or Guardians of such Person if in Minority, grant, execute, and deliver to and in favour of the said *William James Davidson* in Liferent, whom failing, the other Persons substituted to him in the said Lands of *Ruchill, Garrioch*, and others, by the said Trust Disposition and Deed of Settlement and Codicils, valid Conveyances of the Heritable Securities upon which the Prices of the Portions of the said Lands which may have been sold shall have been invested, and of the Lands which may have been purchased with such Prices, but always under the real Burdens of the Annuities and Portions of Annuity and Provision in the immediately preceding Section of this Act mentioned, so far as the same shall then remain unexpired and unsatisfied.

Produce of Sales of Lands of *Balgray*, and the Lands purchased therewith, to be subject to same Burden as those Lands; and surplus Interest and Rents to be paid over to J. Davidson and others.

X. The Moneys arising from the Sale of any Portions of the said Lands of *Balgray* and others, in the third place herein-before described, whether such Moneys be deposited in Bank or invested on Heritable Security, and the Lands which may be purchased with such Moneys as aforesaid, shall be held as coming in place of the Lands out of the Sales of which such Moneys shall have arisen; and shall, in lieu of the Lands so sold, be subject to the yearly Burden of One hundred Pounds, Part of the aforesaid Liferent Annuity of Four hundred Pounds, provided to the said Mistress *Mary Wilson* or *Davidson* by her Contract of Marriage, as directed by the said Trust Disposition and Deed of Settlement and Codicils, so long as the said Portion of Annuity shall remain unexpired and unsatisfied; and the Interest arising from such Moneys and Securities, and the Rents and Profits arising from the Lands purchased with such Moneys, shall be applied by the said Trustees in the first place in or towards Payment of the said Portion of Annuity, so long as the same shall remain unexpired and unsatisfied; and the Surplus, if any, of such Interest, Rents, and Profits shall be paid over to the said *James Davidson*, whom failing, to the Person who would for the Time being have been entitled, under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the Rents and Profits of the Portions of the said Lands of *Balgray* and others so sold, if the same had not been sold.

Conveyances (subject to that Burden) to be executed by Trustees, in favour of J. Davidson and others when required.

XI. The said Trustees shall, when required by the said *James Davidson*, or by the Person who would for the Time being have been entitled, under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the Rents and Profits of the Portions of the said Lands of *Balgray* and others, sold as aforesaid, if the same had not been sold, or by the legal Guardian or Guardians of such Person, if in Minority, grant, execute, and deliver to and in favour of the said *James Davidson* in Liferent, whom failing, the other Persons substituted to him in the said

*Davidson's Estate.*

said Lands of *Balgray*, and others, by the said Trust Disposition and Deed of Settlement and Codicils, valid Conveyances of the Heritable Securities, upon which the Prices of the Portions of the said Lands which may have been sold shall have been invested, and of the Lands which may have been purchased with such Prices, but always under the real Burden of the Portion of Annuity in the immediately preceding Section of this Act mentioned, so far as the same shall then remain unexpired and unsatisfied.

XII. It shall be lawful for the said Trustees, with the Consent in Writing of the Person for the Time being entitled, under the Directions of the said Trust Disposition and Deed of Settlement and Codicils, to the beneficial Enjoyment, as Liferenter or Fiar, of the said Lands of *Ruchill, Garrioch, Balgray*, and others respectively, or of the legal Guardian or Guardians of such Person, if in Minority, to lay off and appropriate to the Formation of Roads or Streets, such Portions of the said Lands respectively as they may from Time to Time think expedient for the Purpose of affording convenient Access to such Portions of the said Lands as may be sold or feued, or as may be offered for Sale or Feu, and to apply any Moneys arising from the Sale of such Lands respectively towards the Formation of such Roads or Streets.

Trustees may lay off Roads for affording convenient Access to Portions of Lands sold or feued.

XIII. When and so soon as the said Trustees shall have divested themselves of the said Lands of *Ruchill, Garrioch, Balgray*, and others, herein-before described, and of the Prices of such Portions thereof as may have been sold in virtue of the Powers of this Act, and of the Securities upon which and of the Lands in the Purchase of which such Prices may have been invested, and shall have fulfilled the other Purposes of the said Trust Disposition and Deed of Settlement and Codicils, they may apply by summary Petition to the Court of Session, in either of its Divisions, for a Discharge and Exoneration of their Transactions, Management, and Intromissions; and the said Court are hereby empowered, after such Investigation into the Transactions, Management, and Intromissions of the said Trustees as the said Court shall deem requisite, to exonerate and discharge the said Trustees of such Transactions, Management, and Intromissions, and of all the Consequences thereof, and of all Action and Demand for and in respect of the same for ever.

Trustees may obtain Discharge from Court of Session.

XIV. The Costs, Charges, and Expenses of carrying this Act into execution shall be defrayed out of the Prices, Rents, or Interest arising from the said Lands of *Ruchill, Garrioch*, and others, or from the said Lands of *Balgray* and others, according as such Costs, Charges, and Expenses shall have been incurred or disbursed in relation to the first-mentioned or the last-mentioned Lands, or the Lands purchased in lieu thereof respectively.

As to Costs, &c. of carrying Act into execution.

XV. Saving

*Davidson's Estate.*

General  
Saving.

XV. Saving and reserving always to the Queen's most Excellent Majesty, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs and Successors, Administrators and Assigns, (excepting the Persons entitled, under the Provisions of the said Trust Disposition and Deed of Settlement and Codicils, to the said Lands of *Ruchill, Garrioch, Balgray*, and others, in Liferent and Fee, as therein mentioned, and excepting also the said Mistress *Mary Wilson* or *Davidson* and *Charles Henry Davidson*, and the said Mistress *Harriet Davidson* or *Sprot*, and the Children of the Marriage between her and the said *William James Davidson*,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the several Lands by this Act authorized to be sold, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed, anything herein contained to the contrary thereof in anywise notwithstanding; also reserving to the Disponees and Successors of *Hew Spreull Crawford* of *Cowdenhill* all their Rights or Claims to the Coal under certain Portions of the said Lands of *Balgray*, as specified in a Feu Contract betwixt the said *Hew Spreull Crawford* and *James Duncan*, Coppersmith and Printer in *Glasgow*, dated Twentieth August One thousand seven hundred and thirty-six, together with all and every Objection that may exist thereto.

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

XVI. 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.

LONDON:

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