



ANNO VICESIMO PRIMO & VICESIMO SECUNDO

# VICTORIÆ REGINÆ.

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## Cap. 8.

An Act for regulating the *Dundonald* Bursaries in the University and College of *Glasgow*; and for other Purposes. [2d August 1858.]

**W**HEREAS by a Deed of Mortification dated the Tenth Day of *September* Sixteen hundred and seventy-two, made and granted by *William* Earl of *Dundonald*, Lord *Cochrane* of *Paisley* and *Ochiltree*, with Consent of *William* Lord *Cochrane*, his eldest lawful Son, and the said *William* Lord *Cochrane*, for himself, with Consent of his said Father, and them both with One Consent and Assent, they, forasmuch as they had especial Love and Respect to the University of *Glasgow*, wherein they had their Education and Literature, and for the Regard they had and carried to Literature and true Piety, and to the Flourishing and Advancement thereof, and for the supplying of Persons to Literature who are not able to entertain themselves in Colleges of Philosophy and Theology, therefore they the said *William* Earl of *Dundonald* and *William* Lord *Cochrane*, with One Consent and Assent, freely and liberally dotted, mortified, and disposed to the Rector, Master, and Regents of the said University and College of *Glasgow*, and their Successors in that Office, perpetually in all Time coming and for ever, all and whole their Eleven Merk Land of old Extent of *Milltown* and *Arrateshole*, with the Mill, Mill Lands, Multures, and Sequels, and with

Deed of Mortification by *William* Earl of *Dundonald* and *William* Lord *Cochrane*, dated 10th Sept. 1672.

[Private.]

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the Manor Place, Houses, Biggings, Yards, Orchards, and all other Pertinents and Commodities of the same, lying within the Parish of *Kilbride* and Sheriffdom of *Lanark*, and that for the Uses and under the Provisions and Conditions after mentioned, to wit, for the Use of the Number of Four Students to be educated in the said University and College in Philosophy, and Three Students to be educated therein in Theology, and for Payment to each of the said Persons to be educated and trained up in Philosophy of the Sum of Four-score Pounds, Scots Money (Six Pounds Thirteen Shillings and Fourpence Sterling) yearly, during their whole Course in Philosophy, and to each Person to be trained up and educated in Theology, for the Number of Two Years, yearly, the Sum of Four-score and thirteen Pounds Six Shillings and Eight Pennies, Money foresaid (Seven Pounds Fifteen Shillings and Sixpence Halfpenny Sterling); reserving always to the said Earl and his said Son, and their Heirs and Successors in their Honour, Title, Estate, and Dignity of *Dundonald* contained or to be contained in their Infeftments thereof, the Patronage and Presentation of the said Students in the said respective Professions above written, how oft and whensoever the same should vacate, and with this Provision, that it should not be lawful to the said Rector, Master or Principal, and Regents, either by themselves, or with the Consent of the said Earl and his Son, or their Heirs or Successors, Patrons aforesaid, to annailzie and dispone the said Lands, Mill, or others thereof foresaid, or to invert or apply the Rents, Profits, and Duties thereof to any other Uses than to the Uses before set down, or to set Tacks thereof for longer Space than the Space of Nineteen Years continued and together, nor should it be lawful to them or their Successors to set any Tacks thereof without Consent of the said Earl and his Son, and their foresaids, as Patrons above specified; like as by the Acceptation of the said Right, the said Rector, Master or Principal, and Regents of the said University and their Successors foresaid should be holden and obliged to accept of such Students in the said respective Professions foresaid as the said Earl, his said Son, and their foresaids upon Vacation should from Time to Time present, being qualified for that State, and found to be so by such as the said Earl, his said Son, and their foresaids should appoint; and in case the said Rector, Master or Principal, and Regents foresaid, or their said Successors, should come in the contrary of any of the said Provisions, or do any Deed in prejudice thereof, with or without the Consent of the said Earl, his said Son, or their foresaids, Patrons above specified, and should alter the good and pious Intention of the Mortification foresaid, then and in that Case all such Deed or Deeds were declared thereby to be void and null, and the said Rector, Master or Principal, and Regents of the University foresaid and their Successors should tyne and amit the Benefit of the said Mortification, and the said Lands and Mill and others thereof above specified should appertain and accresce to the Rector, Principal, Masters, and Regents of  
 College of *Saint Andrews*, for the Uses of the  
 like

*Glasgow College Estate.*

like Number of Students of the respective Professions foresaid in the said College, upon the Provisions and Conditions always above specified, and no otherways, reserving always to the said Earl, his said Son, and their foresaids, the Right of Patronage and Presentation in favour of which University and College of *Saint Andrews*, and the Rector, Principal, and Regents of the said University and College of *Glasgow* should be holden to denude themselves *omni habili modo*; and in like Manner by the Acceptation thereof the said Rector, Master or Principal, and Regents should be held yearly to exoner, free, and discharge the said Earl, his said Son, and their foresaids of the Tack Duty of the Teinds of the Lands above specified yearly, extending to Four-score Pounds of Money of yearly Rent and Tack Duty contained in the Tack of the Parsonage Teinds of the Lands foresaid, yearly and every Year during the whole Years of the Tack set by them to the said Earl and his said Son of the said Teinds; and by the said Deed of Mortification the said Earl and his Son bound and obliged themselves and their Heirs and Successors to infest and seise the said Rector, Master or Principal, and Regents foresaid of the said University and College of *Glasgow*, and their said Successors in the said Offices, for the Uses always and upon the Provisions therein mentioned, and that by sufficient Charter and Infestment, either by Resignation or Confirmation as should be most expedient, to be holden of His Majesty and as Prince of *Scotland* in a free Mortification, in the same Manner and as freely in all respects as any other Mortification whatsoever, giving therefor yearly the said Rector, Master or Principal, and Regents foresaid of the said University and College, and their Successors in Office as said is to the said Students who should be presented by the said Earl and his Son and their foresaids in manner above specified, the particular Sums of Money above set down, together with the Superplus, in case any should happen through Improvement or Melioration; in manner therein under-written, and with the Condition of Deduction therefrom, in case of Deterioration or downcoming of the Rent, in manner therein-after specified; and by the said Deed of Mortification it is expressly conditioned that in case the Rent of the said Lands, Mill, and others thereby disposed should be augmented by the Improvement or Melioration of the same, the Increase of the same should be equally divided among the said Students above mentioned, and in case of Deterioration thereof, and the Rent of the same should diminish, there should be an equal Deduction off the said Students their Proportions yearly above appointed to them, yearly and each Year of the Deterioration of the said Rents, and that the said Rector, Master or Principal, and Regents foresaid of the said University and College should be only liable *in quantum* so far as they should intromit or might intromit therewith, legal Diligence being done and used for Recovery thereof, upon and with the which Provisions and Conditions above written the said Mortification and Security was made and granted and so accepted, and no otherways: And whereas an Act was passed by the Parliament of

of

*Glasgow College Estate:*

Act of the  
Scottish  
Parliament,  
10th Sept.  
1672.

Crown  
Charter,  
dated 6th  
March 1691,  
and Instru-  
ment of  
of Sasine  
thereon,  
dated 21st  
July 1691.

Disposition  
by Archi-  
bald Earl of  
Dundonald  
to William  
Hamilton,  
dated 24th  
Dec. 1798.

Disposition  
by William  
Hamilton to  
Alexander  
Duke of  
Hamilton  
and Brandon,  
dated 16th  
July 1813.

of *Scotland* on the said Tenth Day of *September* Sixteen hundred and seventy-two, intituled *Ratification of the Mortification granted be William Earle of Dundonald in favors of the Colledge of Glasgow*, reciting the said Deed and ratifying and approving of the same, and extinguishing the taxed Ward holding of the said Lands and others which were then or formerly held under His Majesty as Steward and Prince of *Scotland*, and authorizing the same to be held by the said College in free Mortification thereafter, for Payment to the Students as set forth in the said Deed: And whereas a Charter was granted by Their Majesties King *William* and Queen *Mary*, dated the Sixth Day of *March*, and sealed the Twenty-seventh Day of *April* Sixteen hundred and ninety-one, whereby the said Lands were disposed to the Rector, Master or Principal, and Regents of the said University and College, to be holden by them under the Crown as Prince of *Scotland* as therein mentioned, in *purâ eleemosynâ*, and for the Purposes and conform to the Conditions set forth in the said Deed, on which Charter the said Rector, Master or Principal, and Regents were infest conform to Instrument of Sasine in their Favour, dated the Twenty-first Day of *July*, and recorded in the Particular Register of Sasines, Reversions, &c., for the Sheriffdom of *Lanark*, at *Hamilton*, the Twentieth Day of *August* Sixteen hundred and ninety-one: And whereas *Archibald* Earl of *Dundonald*, by his Disposition dated the Twenty-fourth Day of *December* Seventeen hundred and ninety-eight, and registered in the Books of Council and Session the Fifth Day of *April* Eighteen hundred, sold, assigned, and disposed from him, his Heirs, Executors, and Successors, to and in favour of *William Hamilton*, Writer to the Signet, his Heirs and Assignees whatsoever, absolutely and irredeemably, all and whole the Right of Presentation to the said Bursaries, together with all other Right, Title, and Interest to the said Bursaries and mortified Lands, heritable or moveable, real and personal, vested in or competent to him or his Heirs or Successors by the Deed of Mortification before mentioned, or in any other Way or Manner, or by any other Title whatsoever; which Disposition, *inter alia*, contains Power to the said *William Hamilton* and his foresaids to grant Presentations to the said Bursaries, and the said Earl thereby desired and required the Principal and Professors of the said Collège to receive and give effect to all such Presentations as should be made, given, or granted by the said *William Hamilton* and his Heirs and Assignees: And whereas the said *William Hamilton*, by his Disposition dated the Sixteenth Day of *July* Eighteen hundred and thirteen, and registered in the Books of Council and Session, the Twenty-seventh Day of *October* Eighteen hundred and nineteen, sold and made over his whole Right and Interest in the said Bursaries to the most Noble *Alexander Duke of Hamilton and Brandon*, then Marquis of *Douglas and Clydesdale*; which Disposition, *inter alia*, confers Power on the Disponee to call the Principal and Professors of the College of *Glasgow* to account for their Intromissions with the Rents and Profits of the said Lands

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Lands mortified as aforesaid, except in so far as the said *William Hamilton* had settled the said Accounts, and generally to do everything thereanent: And whereas the whole Right and Interest in the Patronage of the said Bursaries is now held by the Most Noble *William Alexander Anthony Archibald Duke of Hamilton and Brandon*, as Heir and Representative of the said *Alexander Duke of Hamilton and Brandon*, his Father: And whereas the Earls of *Dundonald*, and the said *William Hamilton*, and the said *Alexander Duke of Hamilton and Brandon*, and since his Death, his Son the said *William Alexander Anthony Archibald* now Duke of *Hamilton and Brandon*, respectively have exercised the Right of Patronage and Presentation to the said Bursaries, and the said Rector, Master or Principal, and Regents have from Time to Time rendered Accounts of their Intrusions to the Patrons for the Time being: And whereas the said Lands so mortified having greatly improved in Value, the Sums paid to the said Bursars were from Time to Time, with Consent of the Patron, increased, and the Sum of Forty Pounds Sterling *per Annum* is now paid to the Students in the Profession of Philosophy, holding the said Bursaries, and the Sum of Forty-one Pounds Two Shillings and Sixpence *per Annum* is now paid to the Students in the Profession of Theology, holding the said Bursaries: And whereas the foresaid Sums form a suitable and sufficient Provision for the Students holding the said *Dundonald* Bursaries: And whereas the said Payments have not exhausted the annual Income arising from the said Estate, and a surplus Fund has accumulated, which at the last annual Balance of the Books of the said College amounted to the Sum of Six thousand and twenty-five Pounds Five Shillings: And whereas it would promote the Objects and Purposes of the Founders of the said Bursaries, and the Interest of Education in the said College, if the Number of Bursaries were increased by the Application of the annual surplus Income for the Education of Students in Philosophy and Theology in the Manner prescribed by the said Deed of Mortification, and if further Provision were made for the Regulation of the same: And whereas some Portions of the said Lands of *Milton* and *Arratshole* are well adapted for feuing and for Building Purposes, and it would be for the Advantage of the said Estate, and would increase the Revenues thereof, if Power were given to feu such Portions of the said Lands as may from Time to Time be found expedient: And whereas certain Parts of the Lands of *Limekilns* belonging to *Patrick Graham Barns* Esquire, described in the Schedule (A.) hereunto annexed, are contiguous to the said Lands of *Milton*, and it is expedient, and would be for the Advantage of the said Estate of *Milton* and *Arratshole* if the said Parts of the Lands of *Limekilns* were exchanged for Parts of the said Lands of *Milton* described in the Schedule (B.) hereunto annexed; 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

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Spiritual

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Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

Number of Bursars and Amount of Bursaries to be fixed.

I. It shall be lawful for the said Rector, Master or Principal, and Regents of the said University and College, from Time to Time, with the Consent of the Patron for the Time being, after taking into consideration the necessary Expenses of Education and Maintenance at *Glasgow*, to fix the Number of the Students or Bursars to be admitted and presented to Bursaries on the said *Dundonald* Foundation, and the Amount of the Bursaries to be paid to such Bursars in Philosophy and Theology respectively.

Number and Proportion of Bursaries in Philosophy and Theology.

II. The Number of Bursars in Philosophy shall not at any Time be fixed at less than Four, and the Number of Bursars in Theology shall not at any Time be fixed at less than Three; and the total Number of Bursars in Philosophy shall at all Times bear to the Number of Bursars in Theology the same Proportion of Four to Three as nearly as may be.

Annual Income of the Estate to be expended on Bursaries.

III. The said Rector, Master or Principal, and Regents, along with the Patron or Person duly authorized on his Behalf shall, within Three Weeks after the Meeting of the First Session of the said College after the passing of this Act, and thereafter from Time to Time, meet and so adjust the Number of Bursars, and the Amount of the different Bursaries as to exhaust, as nearly as may be, the average Amount of the whole free annual Rents and Proceeds of the said Estate, and the Interest, Dividends, or Proceeds of the Balance of the said accumulated Fund of Six thousand and twenty-five Pounds Five Shillings, after paying the Expenses of this Act (with the Exception of such Sum as they may from Time to Time think it expedient to set apart for or towards a Reserve Fund, as herein-after provided), and shall not fix the Amount of any Bursary to be paid to Bursars in Philosophy at less than Forty Pounds *per Annum*, or the Amount of any Bursary to be paid to Bursars in Theology at less than Forty-one Pounds Two Shillings and Sixpence, *per Annum*.

Admission of Bursars presented by the Patron.

IV. The said Rector, Master or Principal, and Regents shall annually, at the Commencement of the Session of College, intimate to the Patron the vacant Bursaries, and shall admit to such vacant Bursaries the Students presented by the Patron and found duly qualified by such Persons as he shall appoint.

Presentation to vacant Bursaries.

V. In the event of any Bursar dying, or failing to attend the said College or to observe the Rules thereof as a Student of Theology or Philosophy, such Bursar, on due Inquiry being made, shall be declared by the said Rector, Master or Principal, and Regents to have forfeited all Right to his Bursary, and the same shall be declared vacant by the said

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said Rector, Master or Principal, and Regents; and Intimation of such Vacancy shall be made by them to the Patron, who may then issue another Presentation, and the said Rector, Master or Principal, and Regents shall admit the Student so presented, if found duly qualified, as aforesaid, in the Place and Rank of the Bursar so dying or being deprived; and the Student so presented shall prosecute such Studies, and continue as Bursar for such Time as his Predecessor would have been obliged or entitled to do in case he had not so died or been deprived.

VI. In order to provide a Reserve Fund and afford Security for the regular Payments to be made to the said Bursars, the said Rector, Master or Principal, and Regents shall set apart Five hundred Pounds out of the said accumulated Fund, and shall add thereto, from Time to Time, out of any surplus Rents or Proceeds of the said Estate, any Sum or Sums, so that the said Reserve Fund shall not at any One Time exceed One thousand Pounds, or be allowed to remain for more than One Year below Five hundred Pounds; and the said Reserve Fund shall be deposited in the Royal Bank of *Scotland*, or any other of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter, in an Account to be opened with such Bank in the Name of the said Rector, Master or Principal, and Regents; and whenever the said Reserve Fund shall be below One thousand Pounds, the Interest on the same shall be annually accumulated, and if in any Year the Income derived from the Rents or Proceeds of the said Estate shall be insufficient to pay to the several Bursars the Amounts fixed as aforesaid, so much of the Reserve Fund as may be required may be applied in the Payment of the said Bursaries: Provided, that when the Rents or Proceeds of the said Estate shall so prove insufficient, the Rector, Master or Principal, and Regents shall meet and readjust the Number of Bursaries, if any such Alteration is required to prevent the Recurrence of such Deficiency, and no new Appointment shall be made to any Bursary while such Deficiency continues.

Reserve  
Fund to be  
provided and  
set apart.

VII. It shall be lawful for the said Rector, Master or Principal, and Regents, with the Consent of the Patron, and they are hereby required to invest the Balance of the said accumulated Fund of Six thousand and twenty-five Pounds Five Shillings, and any Additions subsequently made thereto, upon Real or Heritable Security, or in the Government or Parliamentary Stocks or Funds of *Great Britain*, as they shall think fit, or in the Purchase of Lands or other Heritable Estate in *Scotland*, and to take the Title Deeds or Securities thereof in favour of themselves and their Successors in Office, in trust for the Purposes of the said Deed of Mortification and of this Act.

Investment  
of accumu-  
lated Fund.

VIII. The said Rector, Master or Principal, and Regents are hereby authorized from Time to Time to appoint a Factor under them, for the Management

Power to ap-  
point Factor,  
and yearly

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Accounts to  
be rendered.

Management of the said Estate and the Collection of the Rents and Proceeds thereof, with such reasonable Remuneration as they shall think fit, and for whom they shall be responsible; and on or before the First Day of *January* in each Year after the passing of this Act, the said Rector, Master or Principal, and Regents shall render to the Patron a full and particular Account of their Intromissions for the Year preceding, which Account shall be examined and audited by the Patron, with such Assistance as he may find necessary; and such Audit shall be a complete Exoneration of the said Rector, Master or Principal, and Regents, and their Factor, for all previous Intromissions with the said Estate and the Rents and Proceeds thereof.

Power to  
grant Feus  
on the Estate  
of Milton  
and Arrats-  
hole.

IX. It shall be lawful for the said Rector, Master or Principal, and Regents from Time to Time, with Consent of the Patron, to feu such Portions of the said Lands of *Milton* and *Arratshole* as they shall think fit, for the Purpose of building thereon, on such Conditions and for Payment of such Feu Duties and Casualties as may be agreed upon, and to enter into and execute such Feu Contracts or Feu Charters and other Deeds and Instruments as may be requisite, with all usual and necessary Clauses: Provided, that before any such Feu is granted, the Lands proposed to be feued shall be exposed to Competition by Public Auction on Advertisements inserted for Three successive Weeks in at least Two Newspapers published in *Glasgow*; and that the Feu Duty shall be the highest that can be obtained, and shall in every Case be an Increase of at least One Third more than the Rent payable at the Time for the Lands so feued, and no Payment in advance shall be stipulated for or received by the said Rector, Master or Principal, and Regents, in respect of any such Feu, by way of Fine, Grassum, or otherwise.

Part of Mil-  
ton to be ex-  
changed for  
Part of  
Limekilns.

X. It shall be lawful for the said Rector, Master or Principal, and Regents, with Consent of the Patron, and for the said *Patrick Graham Barns*, his Heirs and Successors, respectively, to exchange the Parts of the Lands of *Limekilns* described in the Schedule (A.) hereunto annexed for the Parts of the Lands of *Milton* described in the Schedule (B.) hereunto annexed, and to enter into, grant, and execute all Contracts, Deeds, and Writings necessary for carrying such Exchange into effect; and the Lands to be conveyed to the said Rector, Master or Principal, and Regents shall be vested in and held by them, for the Purposes of the said Deed of Mortification and of this Act, in the same Manner as the said Lands of *Milton* are now vested in and held by the said Rector, Master or Principal, and Regents.

Deed of  
Mortifica-  
tion, Act,  
and other  
Deeds saved.

XI. The said Deed of Mortification, and the said recited Act of the Parliament of *Scotland*, and the whole Charters and other Deeds relating to the said Estate and the said Bursaries, shall (except in so far as altered or amended by or inconsistent with this Act) be and remain in full Force and Effect.

XII. Saving



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XII. Saving always and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, or Body Politic or Corporate (other than and except the said Rector, Master or Principal, and Regents, and the said *William Alexander Anthony Archibald Duke of Hamilton and Brandon*, and the Bursars who may hereafter be presented to the said Bursaries under the said Deed of Mortification or this Act), his, her, and their Heirs, Executors, and Successors, all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of all or any of the Lands and Heritages aforesaid, or otherwise, 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.

Saving Rights.

XIII. The Expenses of obtaining and passing this Act and incidental thereto shall be paid out of the said accumulated Fund, or the Interest or Dividends arising therefrom.

Expenses of Act.

XIV. 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.

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

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SCHEDULES referred to in this Act.

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SCHEDULE (A.)

LANDS TO BE CONVEYED BY MR. GRAHAM BARNES TO THE COLLEGE.

ALL and whole that Lot of Ground coloured Green, and marked No. 1 on a Plan thereof signed by Andrew Laughlen, Land Surveyor in Glasgow, and dated Twenty-third April One thousand eight hundred and fifty-eight, being the Lands called Haighley Hill, lying within the Parish of East Kilbride and County of Lanark, and containing Fifteen Acres Thirteen Poles and One Half of a Pole or thereby, Imperial Measure, bounded on the North and the North-west by North partly by the Lands of Rogerton belonging to James Dunlop Hamilton, and partly by the Parish Road leading from Kittochside to Glasgow by Rogerton, along which it extends Six hundred and twenty Feet or thereby in all, following the Curves and Angles of the Lines of Boundary shown on the Plan; on the South by East and South-east by East by a Farm Road leading into the Parish Road, herein-after described as the West-south-western and West by Northern Boundaries hereof, along which it extends Eight

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hundred and sixty-nine Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; on the East-north-east and North by East by the Lands of Dykehead, belonging to James Coats, along which it extends Seven hundred and eighty-seven Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; and on the West-south-west and the West by North by the said Parish Road connecting the Parish Road from Carmunnock to East Kilbride with the said Parish Road from Kittochside to Glasgow by Rogerton, along which it extends One thousand and twenty-one Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof.

All and whole that Lot of Ground coloured Green, and marked No. 2 on the said Plan, being the Lands called Welhouse, lying within the Parish of East Kilbride and County of Lanark, and containing Fifteen Acres One Rood and Thirty-two Poles or thereby, Imperial Measure, bounded on the West-north-west by the Parish Road leading from Carmunnock to East Kilbride, along which it extends Six hundred and twenty-seven Feet or thereby, on the Middle of the Thorn Hedge, and Range thereof continued across the Farm Road leading to Welhouse Steading; on the West by North by the said Lands of Dykehead, belonging to the said James Coats, along which it extends Three hundred and ninety Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; on the South-east by East and the South-east by Lands belonging to Miss Stewart, of Torrance, along which it extends One thousand one hundred and forty-two Feet or thereby, chiefly on the Middle of a Thorn Hedge, and for a small Part along the Middle of a Stone Dyke, following the Bends of these Fences; on the North-north-east by the said Lands of Dykehead, belonging to the said James Coats, along which it extends Forty-three Feet or thereby, on the Middle of the Thorn Hedge; on the North by West, the North-north-east, and the North-east, partly by the said Lands of Dykehead, belonging to the said James Coats, and partly by the said Lands belonging to the said Miss Stewart, of Torrance, along which it extends Eight hundred and eighty-six Feet or thereby in all, on the Middle of the Thorn Hedge, following the Bends thereof; and on the South-south-west by the said Parish Road from Carmunnock to East Kilbride, along which it extends Three hundred and ninety-one Feet or thereby, on the Middle of the Thorn Hedge.

JOHN WHITEHEAD.  
JAMES GRAHAM.

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SCHEDULE (B.)

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LANDS TO BE CONVEYED BY THE COLLEGE TO MR. GRAHAM BARNES.

All and whole that Lot of Ground coloured Red, and marked No. 1 on the said Plan, being Part of the Lands of Burnbrae, lying within the  
Parish

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Parish of East Kilbride and County of Lanark, and containing Fourteen Acres One Rood and Thirty-one Poles or thereby, Imperial Measure, bounded on the North-west by West by the Lands of College Milton, belonging to the said Rector, Principal, and Regents of the University of Glasgow, along which it extends Seven hundred and forty-three Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; on the South by the Highway from Eagleshame to East Kilbride, along which it extends Nine hundred and ninety-six Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; on the North-east by North, the North-east, the East by South, and the East-north-east, by Parts of the Estate of Limekilns, belonging to the said Patrick Graham Barns, along which it extends One thousand one hundred and eighty-three Feet or thereby, on the Middle of a Thorn Hedge, partly existing and partly now removed; and on the West-south-west by the said Parish Road leading from East Kilbride to Carmunnock, along which it extends Two hundred and eighty-four Feet or thereby, on the Middle of the Thorn Hedge.

All and whole that Lot of Ground coloured Red, and marked No. 2 on the said Plan, being Part of the Lands of Burnbrae, lying within the Parish of East Kilbride and County of Lanark, and containing Fourteen Acres Two Roods and Three Poles or thereby, Imperial Measure, bounded on the North and the North-north-west by the Highway from Eagleshame to East Kilbride, along which it extends One thousand seven hundred and thirty-six Feet or thereby, on the Middle of the Thorn Hedge, following the Bends thereof; on the West, the South-west, and the South-east, by Kittoch Water, along which it extends Two thousand five hundred and sixty-eight Feet or thereby, following the Bends thereof; and on the East-north-east by Parts of the said Estate of Limekilns, belonging to the said Patrick Graham Barns, along which it extends One hundred and fifty-nine Feet or thereby, on the Middle of the Thorn Hedge.

All and whole that Lot of Ground coloured Red, and marked No. 3 on the said Plan, being Part of the said Lands of Burnbrae, lying within the Parish of East Kilbride and County of Lanark, and containing One Rood Fifteen Poles and One Half of a Pole or thereby, Imperial Measure, bounded on the North-west by the Property of the Trustees of the said Highway from Eagleshame to East Kilbride, along which it extends Fifty Feet or thereby, on the South-east Face of the Stone Wall of a Road Metal Depôt, and Range thereof continued to the said Kittoch Water; on the South-east by Parts of the Lands of Springbank, belonging to Mrs. William Hood, along which it extends One hundred and fourteen Feet or thereby, on the Middle of a Thorn Hedge; on the North-east by the said Kittoch Water, along which it extends One hundred and eighty-six Feet or thereby, following the Bends thereof; and on the West-south-west by Parts of the said Lands of Springbank, belonging to the said Mrs. William Hood, along which it extends

*Glasgow College Estate.*

extends One hundred and eighty-four Feet or thereby, on the Middle of the Thorn Hedge.

All and whole that Lot of Ground coloured Red, and marked No. 4 on the said Plan, being Part of the said Lands of Burnbrae, lying within the Parish of East Kilbride and County of Lanark, and containing One Rood Thirty-two Poles and One Half of a Pole or thereby, Imperial Measure, bounded on the North-west by the said Kittoch Water, along which it extends Ninety-seven Feet or thereby, following the Bends thereof; on the South-east by a public or Servitude Road leading from Eagleshame to East Kilbride, along which it extends One hundred and sixty-two Feet, or thereby; on the North-east by Parts of the Lands of Burnbrae, belonging to John Paterson, along which it extends One hundred and fifty-three Feet or thereby, on the Middle of a Thorn Hedge; and on the West by other Parts of the said Lands of Burnbrae, belonging to the said John Paterson, along which it extends One hundred and seventy-four Feet or thereby, on the Middle of a Thorn Hedge.

All and whole that Lot of Ground coloured Red, and marked No. 5 on the said Plan, being Part of the said Lands of Burnbrae, lying within the Parish of East Kilbride and County of Lanark, and containing Three Roods Three Poles and One Half of a Pole or thereby, Imperial Measure, bounded on the North-west by the said Kittoch Water, along which it extends Two hundred and forty-seven Feet or thereby, following the Bends thereof; on the South-east by Parts of the Lands of Kirktonholme, belonging to Sir Thomas Montgomerie Cuninghame, Baronet, along which it extends Two hundred and three Feet or thereby, on the Middle of a Thorn Hedge, and Range thereof continued South-westward; on the East and North-east by other Parts of the said Lands of Kirktonholme, belonging to the said Sir Thomas Montgomerie Cuninghame, Baronet, along which it extends Two hundred and two Feet or thereby, on the Middle of a Thorn Hedge, following the Bends thereof; and on the South-west by other Parts of the said Lands of Burnbrae, belonging to the said John Paterson, along which it extends One hundred and fifty-seven Feet or thereby, on the Middle of a Thorn Hedge.

AND. LAUGHLIN.

JOHN WHITEHEAD,

Agent for the College of Glasgow.

JAMES GRAHAM,

Agent for Mr. Patrick Graham Barns.

LONDON:

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