



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for enabling the Testamentary Trustees of Sir *William Francis Elliott* of *Stobs* and *Wells*, Baronet, deceased, to sell the Trust Estates or Parts thereof for the Purpose of paying off or providing for the Payment of the Debts which affect or which may be made to affect the same; and for other Purposes in relation thereto.

[5th July 1865.]

WHEREAS Sir *William Francis Elliott* of *Stobs* and *Wells*, Baronet, deceased, by Deed of Entail dated the Fourteenth Day of *October* One thousand eight hundred and sixty-three, and registered in the Books of Council and Session the Twentieth Day of *September* One thousand eight hundred and sixty-four, did, upon the Narrative and for the Causes therein set forth, give, grant, and dispone to and in favour of *William Francis Augustus Elliott* (now Sir *William Francis Augustus Elliott* Baronet) his eldest Son, and the Heirs Male of his Body, whom failing, to *Alexander Boswell Elliott* his Second Son, and the Heirs Male of his Body, whom failing, to *George Augustus Cuming Elliott* his Grandson, the only Son of the deceased *George Augustus Elliott* his Son, and the

Deed of Entail, dated 14th Oct. 1863, and registered in Books of Session 29th Sept. 1864.

[Private.]

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Heirs

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Heirs Male of the Body of the said *George Augustus Cuming Elliott*, whom failing, to his the Entailer's Brother German *Gilbert Elliott*, residing near *Sydney* in *Australia*, and the Heirs Male of his Body, whom failing, to the Entailer's Brother German *Daniel Elliott*, formerly of the Honourable the *East India* Company's Civil Service, presently residing in *England*, and the Heirs Male of his Body, whom failing, to the Entailer's Brother German *George Augustus Elliott*, Rear Admiral in the Royal Navy, and the Heirs Male of his Body, whom failing, to the Entailer's Brother German *Russell Elliott*, Rear Admiral in the Royal Navy, and the Heirs Male of his Body, whom failing, to the Entailer's Brother German *Alexander Elliott*, presently residing at *Devonport*, and the Heirs Male of his Body, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Alexander Elliott* last infest or entitled as Apparent Heir to have been infest in the Lands and others disposed by the said Deed of Entail, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Alexander Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *Alexander Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *Alexander Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *Alexander Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Russell Elliott* last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Russell Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *Russell Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *Russell Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *Russell Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *George Augustus Elliott*, the Entailer's Brother, last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *George Augustus Elliott*, the Entailer's Brother, immediately preceding, who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *George Augustus Elliott*, the Entailer's Brother, in their Order, infest

or

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or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *George Augustus Elliott*, the Entailer's Brother, in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *George Augustus Elliott*, the Entailer's Brother, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Daniel Elliott* last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Daniel Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *Daniel Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *Daniel Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *Daniel Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Gilbert Elliott* last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Gilbert Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *Gilbert Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *Gilbert Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *Gilbert Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *George Augustus Cuming Elliott* last infest or entitled as Heir Apparent to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *George Augustus Cuming Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *George Augustus Cuming Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *George Augustus Cuming Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *George Augustus Cuming Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *Alexander Boswell Elliott* last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said
said

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said *Alexander Boswell Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *Alexander Boswell Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *Alexander Boswell Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *Alexander Boswell Elliott*, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *William Francis Augustus Elliott* last infest or entitled as Apparent Heir to have been infest in the said Lands and others, whom failing, to the Heirs whomsoever of the Body of the Heir Male of the Body of the said *William Francis Augustus Elliott* immediately preceding who was infest or entitled as said is to have been infest in the said Lands and others, and so forth backwards to the Heirs whomsoever of the Bodies of the different Heirs Male of the Body of the said *William Francis Augustus Elliott* in their Order infest or entitled as said is to have been infest in the said Lands and others throughout the whole Heirs Male of the Body of the said *William Francis Augustus Elliott* in their Order backwards, whom failing, to the Heirs whomsoever of the Body of the said *William Francis Augustus Elliott*, whom all failing, to his the said Sir *William Francis Elliott's* (the Entailer's) nearest Heirs and Assignees whomsoever, the eldest Heir Female or Heir Portioner, and the Heirs of her Body, always excluding Heirs Portioners, and succeeding without Division through the whole Course of Succession, and under the express Declaration that the Right of Primogeniture should take place amongst the Female Heirs called by the above Destination in the same Manner as by Law is established amongst Male Heirs, heritably and irredeemably, all and whole the Lands of *Holme* and *Middle* alias *Dikes*, with the Corn and Waulk Mills of the same, the Lands called *Donshaugh* and *Fastcastle*, and universal Pertinents thereof, extending to a Three-Merk Land sometime pertaining to the deceased *John Lord Balmerino*, and acquired from him by the deceased *John Earl of Traquair*, and also all and whole the Lands of *Rulewood* alias *Huntlahill*, the Lands of *Wells* and *Major Wells*, alias *Easter* and *Wester Wells*, and *Westlees*, extending to a Five-Pound Land, with Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, together with the Parsonage Teinds of all the foresaid Lands, all lying within the Parishes of *Cavers*, *Hobkirk*, and *Bedrule* respectively and Sheriffdom of *Roxburgh*, according as the same were formerly possessed by the deceased *Andrew Kerr*, Brother of the deceased Sir *John Kerr* of *Lochtower*, *Jane Kerr* his Daughter, and *John Murray* of *Ashiestiel*, Husband to the said *Jane*, and their Tenants, and afterwards by *Thomas Rutherford* of *Wells* and his Tenants, and that as for the

Description
of Lands
entailed.

Principal,

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Principal, all which Lands, Mills, Teinds, and others foresaid were erected in an whole and free Barony called the Barony of *Wells*, conform to a Charter thereof granted by Her Majesty Queen *Anne* of blessed Memory in favour of the deceased *William Elliott* of *Wells*, Merchant in *London*, Great-Grandfather of the late *William Eliot* Esquire, last of *Wells*, and his Heirs and Assignees whatsomèver, dated at *Windsor Castle* the Fifteenth Day of *July* Seventeen hundred and seven Years; and siclike all and whole these Parts and Portions of the Lands and Barony of *Hunthill* alias *Scarsborough* after-mentioned, to wit, the Lands of *Hunthill*, the Town and Lands of *Scarsborough*, the Moss of *Scarsburgh*, the Lands of *Moss-side* and *Moss-burn-ford*, the Lands of *Groundienook* and Mill thereof, Mill Lands, Multures, Houses, Biggings, Yards, Mosses, Muirs, Meadows, and whole Parts, Pendicles, Pertinents, and Privileges thereto pertaining, with the Teinds, Parsonage and Vicarage thereof, and in like Manner all and whole these Husband Lands in *Langtown*, with the Pertinents, formerly pertaining to *Robert Lord Rutherford*; and also all and whole that Part of the said *Robert Lord Rutherford* his Lands of *Scarsburgh* possessed by *Thomas Rutherford*, Tenant there, with the Teinds, Parsonage and Vicarage thereof, Houses, Biggings, and whole Pertinents of the same, lying within the Parochine of _____ and Sheriffdom of *Roxburgh*; and also all and whole the Superiority of the Lands of *Spittenheugh* and *Kirkheugh*, with the Park of the same, Houses, Biggings, Yards, Parts, Pendicles, and universal Pertinents thereof whatsomever, lying within the Parochin of *Hownam* and Sheriffdom of *Roxburgh* aforesaid, in Special and Real Warrantice of the Principal Lands and others before mentioned, and that conform to and in the Terms of a Disposition thereof granted by the said *Thomas Rutherford* of *Wells* to the said deceased *William Elliott*, and his Heirs and Assignees whatsomever, of Date the Fourth Day of *May* Seventeen hundred and six Years; as also all and whole the Twenty-Pound Land of new Extent and Barony of *Hadden*, with the Manor Place, Houses, Biggings, Tenants, Tenandries, and Services of Free Tenants, with all the Parts, Pendicles, Privileges, Pertinents, and Community thereof, lying within the Parish of *Sproustoun* and Sheriffdom of *Roxburghe*, with all and sundry Houses, Biggings, Woods, Yards, Fishings, Pasturage, Parts, Pendicles, and universal Pertinents of the same; all which Lands, Baronies, and others aforesaid are specified and contained in a Charter under the Great Seal in favour of the deceased *William Nassaw Elliott* of *Wells*, Father of the said deceased *William Elliott* Esquire, last of *Wells*, dated the Tenth Day of *December* Seventeen hundred and sixty-four Years; by which Charter it is decerned and ordained that One Seisin, to be taken by the said *William Nassaw Elliott*, and his Heirs, Substitutes, and Successors therein mentioned, then and in all Time thereafter, at the Manor Place of *Wells*, or upon the Ground of any other Part of the Lands,

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Baronies, and others before specified, by Deliverance of Earth and Stone of the Ground thereof, without the Necessity of any other Symbol, shall be as valid and sufficient a Seisin for the aforesaid whole Lands and Baronies, Teinds, and others before mentioned, with their Pertinents, both principal and warrandice, as if a particular Seisin were taken upon each Part and Portion thereof, albeit they be separate Tenements, have divers Denominations, and lie not contiguous, but in different Places and Jurisdictions; as also all and whole the Land of *Westlees*, with Houses, Biggings, Yards, Tofts, Crofts, Mosses, Muirs, Meadows, Woods, Fishings, Peats, Turfs, Divots, and Outsets, Insets, and Pertinents thereof whatsoever, with the Teinds, Parsonage and Vicarage, of the same, lying within the Parish of *Hobkirk* and Sheriffdom of *Roxburgh*; and also all and whole the Lands and Barony of *Bedrule*, with the Tower, Fortalice, Manor Place, Houses, Biggings, Dovecotes, Yards, Orchards, Mills, Multures, Woods, Fishings, Parts, Pendicles, and Pertinents of the same, all and whole the Lands of *Fulton*, with the Manor Place, Houses, Biggings, Yards, Pendicles, and Pertinents thereof, all and whole the Lands of *Carrescleugh*, *Speirman's* Lands, and *Ruecastle*, with Houses, Biggings, Parts, Pendicles, and Pertinents thereof, all lying in the Parish of *Bedrule* and County of *Roxburgh*; which Lands, together with the Lands of *Mensles* and *Samieston*, were united, erected, and incorporated into One whole and free Barony, called the Barony of *Bedrule*, and One Seisin to be taken upon the Ground of any Part of the said Lands and Barony of *Bedrule* is ordained to be sufficient Seisin for all and sundry the Lands, Barony, and others respectively above mentioned, notwithstanding the same lie discontinuous, in Terms of and conform to a Charter under the Great Seal in favors of Sir *Thomas Carre* of *Cavers* in Liferent, and the deceased Sir *Andrew Carre* his Son in Fee, dated the First Day of *December* in the Year of our Lord Sixteen hundred and seventy-one, or as the said Lands, Barony, and others are more particularly described and bounded in the ancient Rights and Investitures thereof, with the Benefit of any Valuation of the Teinds of the said Lands, or Decrets of proving the Tenor thereof, and all Right, Title, and Interest whatever which the deceased *John Carre* Esquire of *Cavers* had or anyways might have or pretend in and to the Premises, together with all Right, Title, Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which the Predecessors, Cedents, or Authors of the said Sir *William Francis Elliott*, or himself, or his Heirs and Successors, have had or anywise might claim or pretend to the Lands, Baronies, and others foresaid, or any Part or Portion thereof, but always with and under the several Provisions, Conditions, Limitations, Restrictions, Clause of Registration in the Register of Entails, Declarations, and others contained in the said Deed of Entail: And whereas by the said Deed of Entail it is, *inter alia*, specially provided

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provided and declared that it shall not be in the Power of any Heir of Entail who shall succeed to the said Lands and Estates to alter, innovate, change, or add to the Deed of Entail, or to any Deed to be made by the Entailer with reference thereto, or Order of Succession therein prescribed; and it is by the said Deed also specially provided and declared that it shall not be in the Power of any Heir of Entail who shall succeed to the said Lands and Estates to sell, alienate, impignorate, or dispoñe the said Lands and Estates, or any Part thereof, either irredeemably or under Reversion, onerously or gratuitously, nor to grant Feus of any Part thereof, nor to gift or dispose of the same, nor to grant Servitudes affecting the same, nor to burden the said Lands and others, in whole or in part, with Debt or Sums of Money, Infestments or annual Rents, or any other Burden or Servitude whatever, nor to contract Debts nor grant Deeds whereby the said Lands and Estates may be burdened or evicted from them, or the said Lands and others affected in any Manner whatever; and it is further specially provided and declared by the said Deed of Entail that it shall not be lawful to nor in the Power of any Heir of Entail who shall succeed to the said Lands and Estate to cut down or take away any of the Trees or growing Timber upon any Part of the said Lands for any Purpose or under any Pretence whatever, except such Trees as may be in a decayed or declining State, and such as it may be proper to cut where thinning is essential and necessary for the Preservation and Improvement of the Woods and Plantations belonging to the Estate; and it is further specially declared by the said Deed of Entail that the same is granted by the said Sir *William Francis Elliott* under the Reservations and Declarations therein engrossed, and with and under such Provisions, Declarations, and Conditions as he should thereafter direct and appoint by a Writing under his Hand at any Time of his Life or even on Deathbed: And whereas by the said Deed of Entail the said Sir *William Francis Elliott* reserved his Liferent of the said Lands and Estates, and also full Power and Liberty to him at any Time in his Life, and even on Deathbed, not only to alter the said Course and Order of Succession as to all the Heirs of Tailzie before specified, and to revoke or alter all or any of the Conditions, Provisions, Restrictions, Clause of Registration in the Register of Entails and others, and to revoke the Disposition contained in the said Deed of Entail, in whole or in part, at his Pleasure, but also to sell, alienate, wadset, or dispoñe the said Lands and Estate, or any Part thereof, or contract Debts thereupon, or even gratuitously to dispose thereof, as he should think proper, and likewise to empower or authorize the said Institute, or any of the said Heirs, or any other Person or Persons whom he should please to name, to suspend or dispense with the foresaid Conditions, Restrictions, and Clause of Registration in the Register of Entails, or any of them, after his Death, in the same Manner as he could have done during his Life, all which Revocations or Alterations so to be made

Reservations, &c. in the Entail.

by

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by himself or any other Person to be appointed by him as aforesaid, should be made and done by Writing under their several Hands respectively, which Writing or Writings should be understood and taken as a Part of the said Deed of Entail, and should be as effectual to all Intents and Purposes as if the same had been inserted therein; and it is further provided and declared by the said Deed of Entail that in case the same should not be revoked or altered by a Writing under the Hand of the said Sir *William Francis Elliott*, then, although he should happen to take any Right or Infestment of the Lands and Estate thereby disposed, or any Part thereof, to and in favour of himself and his Heirs and Assignees whomsoever, or to and in favour of any other Heir than the Heirs of Tailzie thereby called, yet the said Deed of Entail should be effectual against such other Heirs for compelling them to denude in favour of the Heirs of Tailzie before specified according to the Order and under the Restrictions, Conditions, Clause of Registration in the Register of Entails, and others written in the said Deed of Entail; and the said Deed of Entail further contains a Procuratory for presenting and producing the said Deed before the Lords of Council and Session judicially, and procuring the same recorded in the Register of Tailzies, and expeding Charters, Writs, and others, agreeably to the said Deed, in Terms of the Act of Parliament in relation to Entails, and other Acts of Parliament whatsoever; and the said Deed of Entail further provides and declares that the Words "Heir Presumptive" shall mean the Heir for the Time being next in Succession under the Entail to the Heir in possession, that the Words "free Rent" in the Clauses regarding Provisions in favour of Wives or Husbands and younger Children shall be held as if the Words were free Rent or free Value, that the Word "Lands" shall include all the Heritable Subjects and Rights described in the dispositive Clause of the said Deed of Entail, and shall apply to any Portion as well as the whole of such Subjects and Rights, and the Word "Rents" shall include all annual Proceeds and all Casualties of the said Lands, Baronies, and others; the said Deed of Entail further contains Precept of Sasine in common Form, and other Clauses usual and necessary by the Law of *Scotland* in a Deed of strict Entail: And whereas by Trust Disposition and Deed of Settlement dated the Fourteenth Day of *October* One thousand eight hundred and sixty-three, and recorded in the Books of Council and Session the Nineteenth Day of *September* One thousand eight hundred and sixty-four, the said Sir *William Francis Elliott*, on the Narrative that of the Date of the said Trust Disposition and Deed of Settlement he had executed an Entail of the Lands, Baronies, and others described in the said Deed, and that it was his Purpose that such Debts and Obligations as he was then owing, and such as might be due and prestable by him at the Time of his Death, should be paid out of the Rents of his said Lands as they accrue, and out of his Personal or Moveable Estate conveyed by the said

Trust

Trust Disposition and Deed of Settlement, dated 14th Oct. 1863, and registered 19th Sept. 1864.

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Trust Disposition, and Deed of Settlement, and from no other Source whatever, and that when the Heirs of Entail should be put in possession of his said Lands and Estate they should be so free of any Burden or Obligation whatever in respect of his said Debts and Obligations, or in relation thereto; and in order to carry his said Purposes into full Execution, and having full Confidence in the Persons after-named, gave, granted, assigned, disposed, conveyed, and made over to and in favour of the said *Daniel Elliott* and *Alexander Elliott*, *Colonel Rawdon*, *John Popham Vassall* presently residing at *Culdees Castle* near *Auchterarder*, *Allen Elliott Lockhart* of *Borthwickbrae*, *Roxburghshire*, and *Jessie Blanche Adelaide Elliott* his eldest Daughter, presently residing at *Culdees Castle* aforesaid, and such other Person or Persons as should be thereafter named by him, or as should be assumed in virtue of the Powers contained in the said Trust Deed, and to the Acceptors or Acceptor and Survivors and last Survivor of them the Majority of the Persons above-named, and of those who might be so named or assumed accepting and surviving at the Time, while more than One should be alive and acting, being always a Quorum as Trustees and in trust for the Uses, Ends, and Purposes, with the Powers, and under the Conditions, Burdens, and Declarations expressed in the said Trust Disposition and Deed of Settlement, and to the Assignees of the said Trustees, heritably and irredeemably, all and whole the Lands, Baronies, and others before described and contained in the Deed of Entail herein above set forth, (and which, so far as not Warrantice Lands, are known as "the Estate of *Wells*,") together with all Right, Title, Interest, Claim of Right, Property, and Possession, as well petitory as possessory, which the Predecessors of the said *Sir William Francis Elliott*, or himself, or his Cedents or Authors, Heirs and Successors, had or anywise might claim or pretend to the Lands, Baronies, and others foresaid, or any Part or Portion thereof; as also all and sundry other Lands and Heritages, and all Debts and Sums of Money, Heritable and Moveable, Arrears of Rent, Household Furniture, Goods and Gear, and whole Estate and Effects, Heritable and Moveable, Real and Personal, which should belong and be owing to the said *Sir William Francis Elliott* at the Time of his Death, wherever the same might be situated, together with the whole Vouchers and Instructions thereof, with the Rights and Title Deeds of the Lands and other Heritable Subjects disposed by the said Trust Disposition and Deed of Settlement, and particularly, without Prejudice to the Generality foresaid, the Effects and Sums of Money which should be enumerated in any Inventory to be signed by him as relative to the said Trust Deed, which was declared to be as valid to exclude the Necessity of Confirmation as if every Particular were inserted in the said Deed, surrogating by the said Deed and substituting the said Trustees and their foresaids in his full Right and Place of the Premises, with Power to them or their

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Quorum immediately after his Death to enter to Possession of the Lands, Baronies, and others thereby disposed, to remove Tenants therefrom, and to let from Year to Year the Mansion House of *Wells*, with the Office Houses, Yards, Orchards, Inclosures, Plantings, Woods, and Policy thereto belonging, and likewise any Part of the Ground adjoining, not exceeding in whole (in addition to the Woods and Plantations) Two hundred and fifty Acres *Scots* Measure, and to set Tacks of the Remainder of the said Lands, Baronies, and others thereby disposed for any Period not exceeding Nineteen Years, to insure or cause to be insured such Parts of the Premises as they might think proper against Loss by Fire, to pay the annual Premiums and Duties, and all Public and Parochial Burdens, as also with Power to his said Trustees or their Quorum to borrow Money so far only as should be really and truly necessary for carrying the Purposes of the Trust Deed into execution, and for no other Purpose, nor to any further Extent, and to grant Securities for such Money so authorized to be borrowed upon the Lands, Baronies, and others thereby disposed, and with Power to his Trustees or their Quorum to intromit with, sell, and dispose of his whole Personal Estate thereby conveyed, either by Public Roup or Private Bargain, and also to sue for Payment of the Debts, Heritable and Moveable, Real and Personal, which should be due to him at the Time of his Death, and on Payment to grant Discharges and Conveyances and every Deed and Writ in relation to the whole Premises and every Part thereof, all which were thereby declared sufficient to the Receivers; and further, the said Sir *William Francis Elliott* by the said Trust Disposition and Deed of Settlement nominated and appointed his said Trustees to be his sole and only Executors and Intromitters with his whole Personal Estate and Effects thereby conveyed, with Power to them to give up Inventories, and to confirm all or any Part thereof, if necessary, but in trust always for the Uses, Ends, and Purposes, and under the Conditions therein mentioned, *viz.*, first, for Payment of his the said Truster's Deathbed and Funeral Expenses, and of the Expenses attending the Execution of the Trust, and also the Expense of recording the aforesaid Deed of Entail, which the said Trustees were thereby authorized to cause to be duly recorded in case the same should not be done by him the said Truster in his Lifetime; second, for Payment to the Institute and Heirs of Entail who should succeed to him in virtue of the aforesaid Deed of Entail in the Order prescribed by that Deed of an Annuity of One hundred Pounds Sterling at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, during all the Days of their respective Lives, or until his the Truster's whole Debts and Obligations which should be resting, owing, and exigible at his Death, and all Interest thereof, and the whole other Purposes of the Trust, except his eldest Son's Liferent of the free

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free Rents should have been answered and paid in manner mentioned in said Trust Deed, beginning the First Term's Payment of the said Annuity at the First Term of *Whitsunday* or *Martinmas* that should happen next after the Truster's Death, and continuing the Payment thereof at each of the said Terms, so long as the same should be exigible, with Interest and Penalty, as Use is; and it is by the said Trust Disposition and Deed of Settlement farther declared that if the said whole Debts, Obligations, Interest, and Purposes, except as aforesaid, should be so answered and paid during the Life of the said Institute, or the Life of any of the said Heirs of Entail respectively, the said Annuity should thereupon cease for ever, but that otherwise it should continue payable during all the Days of the Lives of the Institute and the Heirs of Entail respectively until the said whole Debts, Obligations, Interests, and Purposes, except as aforesaid, should be so answered and paid; third, for Payment to his Grandson the said *George Augustus Cuming Elliott* of a like Annuity of One hundred Pounds Sterling at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions during all the Days of his Life, in manner mentioned in said Trust Deed, beginning the First Term's Payment of Fifty Pounds Sterling, being One Moiety of the said Annuity, at the First Term of *Whitsunday* or *Martinmas* that should happen next after his Death; for the Half Year up to that Term, although short of Half a Year, and the next Term's Payment of Fifty Pounds Sterling at the Term of *Martinmas* or *Whitsunday* next thereafter, and continuing the like Payments at each of the said Terms thereafter during the said *George Augustus Cuming Elliott's* Life thereafter, with the legal Interest of each termly Payment from the Time when it shall become payable until paid, and a Fifth Part more of each termly Payment of liquidate Penalty in case of Failure, and it was further provided and appointed by the said Trust Deed that before bringing the Trust to a Close, the Trustees should, out of the Funds coming into their Hands in virtue thereof, purchase in the Government Funds an Annuity of One hundred Pounds Sterling, to be payable to the said *George Augustus Cuming Elliott* after the Trust should be brought to a Close; fourth, for Payment of all the just and lawful Debts and Obligations then due and owing by the Truster, the said *Sir William Francis Elliott*, or which should be due and owing by him at the Time of his Death, and all Bonds of Provision in favour of his younger Children and others already granted or to be granted by him subsequent to the Date of the said Trust Deed; fifth, for Payment of such Legacies as he should give or bequeath by any Codicil or Probative Writing which might after the Date of said Trust Deed be executed by him at any Time in his Life; and he further thereby authorized and appointed his said Trustees to apply the Rents of his Lands, Baronies, and others thereby disponed, together with any other Funds which they might recover

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recover in virtue thereof, towards the Payment of his Debts, Obligations, and others aforesaid, and such Interest as might become due thereon, and for the other Purposes aforesaid; and he thereby expressly declared and enjoined that the Trust constituted by the said Trust Disposition and Deed of Settlement should subsist and endure until his whole Debts and Obligations resting owing and exigible at the Period of his Death, and all Interest then due and thereafter to become due thereon, and the whole other Purposes aforesaid, should have been answered and paid out of the said Rents of his Lands, Baronies, and others thereby disposed, and out of his Personal or Moveable Estate also thereby conveyed, and out of no other Source or Fund whatever, and, if his Son *William Francis Augustus Elliott* be then alive, during all the Days of his Life thereafter; and he the said Truster thereby expressly enjoined upon his said Trustees to disregard and to hold as null every Transaction or Device whereby the Institute or Heirs entitled to succeed to his said Lands, Baronies, and others might attempt to raise Money on the Security of said Lands, Baronies, and others, or on the Security of any other Lands, Baronies, and others, for the Purpose of paying off the said Debts and Obligations, or any Part thereof, whether of less or greater Amount, or for answering the other Purposes of the said Trust or any Part thereof; and he further thereby declared that all and every such attempted Transactions and Devices, Transaction and Device, and all Deeds or Writings whatsoever to be granted or executed in promotion of such attempted Transactions and Devices should be *eo ipso* and the same were thereby declared to be absolutely null and void, and of no Avail, Force, Strength, or Effect whatever, any Law or Custom to the contrary notwithstanding; and he further thereby expressly provided and declared that if there should remain in the Hands of the said Trustees at any Time any Sum unapplied they should have full Power to lend out the same on such Security as to them should seem proper, bearing Interest, or from Time to Time, until such Balances as might be in their Hands unapplied could be conveniently and properly lent out or applied in paying off Debt, to lodge the same in the Bank of *Scotland* or any other Bank, as to them should seem meet, at such Rate of Interest as can be got therefor; and he further thereby expressly prohibited his said Trustees from having recourse to a Sale of any Part of his Lands, Baronies, and others thereby disposed, and he thereby declared it to be his fixed Purpose and earnest Desire, and the great Object of the said Trust Disposition and Deed of Settlement, that the said Debts, Obligations, and others should be liquidated, paid, and discharged solely out of the Rents of his said Lands, Baronies, and others, and out of his Moveable and Personal Estate, and out of no other Source whatsoever; and he further declared and appointed by the said Trust Deed, but subject always to the Continuation

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tinuation of the Trust during the Life of his eldest Son as therein-after written, that when the Funds which the said Trustees should have in their Hands without having recourse to any such Sale as was prohibited by the said Trust Deed should be sufficient for the Extinction of his whole Debts and Obligations, and Interest thereof, and for the other Purposes aforesaid, his said Trustees should thereupon bring the Affairs of the Trust to as speedy a Termination as possible, so that they might be in a Situation to denude of the said Trust as therein directed; and his said Trustees were thereby appointed, but subject to the Continuance of the Trust during the Life of his the Truster's eldest Son as aforesaid, after Payment of his said Debts and Obligations and Interest thereof, and fulfilling the whole other Purposes of the Trust, to account for and pay over the clear Balance in their Hands to the Institute or Heir entitled to succeed to his the said Truster's Lands, Baronies, and others, in Terms of the Deed of Entail before-mentioned, provided such Heir be major at the Time, but if such Heir shall then be under Age it was thereby declared that the Trust should subsist until he or she, or any minor Heir or Heirs who might succeed to him or her, should have attained to Majority, declaring further that in such Case it should be in the Power of his said Trustees, if they should judge it proper and expedient, after his whole Debts and Obligations were extinguished, to pay such Heir till he or she should have attained to Majority an Annuity not exceeding One Fourth of the free yearly Rent of his said Lands, Baronies, and others thereby disposed, and upon such Heir attaining Majority his said Trustees were directed by the said Trust Deed to account for and pay over to him or her the clear Balance in their Hands after Payment of his the said Truster's Debts and Obligations, and fulfilling the whole other Purposes of the said Trust; and it was further provided and declared by the said Trust Deed, that during the Subsistence of the Trust it should be in the Power of the said Trustees, if they should think fit, to permit the Institute or Heir of Entail entitled to succeed to his Lands, Baronies, and others, in Terms of the Deed of Entail before mentioned to possess the Mansion House of *Wells*, with the Office Houses, Yards, Orchards, Inclosures, Plantings, Woods, and Policy thereto belonging, and likewise any Part of the Ground adjoining, not exceeding in the whole (in addition to the Woods and Plantations) Two hundred and fifty Acres *Scotch* Measure, and that Rent-free, but only for such Space as the said Trustees should think proper, and upon condition that the said Institute or Heirs should severally be bound during their respective Possessions to keep and preserve the whole Premises in constant good and sufficient Order, Condition, and Repair, and upon no account whatever should they be allowed to cut any of the Woods, Plantings, or Trees, except in so far as should appear to the said Trustees to be necessary, and with their special Approbation, for repairing the said

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Mansion

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Mansion House, Offices, and Inclosures, and in accordance with the Terms of the said Deed of Entail; and it was further declared by the said Trust Deed that the said Trustees should be bound, while they let from Year to Year the said Mansion House of *Wells*, with the Office Houses, Yards, Orchards, Inclosures, Plantings, Woods, and Policy thereto belonging, to keep and preserve the whole thereof in constant, good, and sufficient Order, Condition, and Repair, and upon no account whatever to cut any of the Woods, Plantings, or Trees, except in accordance with the Terms of the said Deed of Entail, and should also be bound to keep and preserve, or by proper Leases or otherwise cause to be kept and preserved, the whole Farm Houses, Steadings, Buildings, Fences, Ditches, and others on the Lands disposed by the said Trust Deed in constant good and sufficient Order and Condition and Repair during the Subsistence of the Trust; and it was further declared that if, during the Subsistence of the Trust, or prior to the Trustees entering on the Execution of their Office, the Institute or Heir for the Time entitled to succeed under the foresaid Deed of Entail should marry or should die leaving a Widow, it should be in the Power of the said Trustees to provide and secure the Widow of such Institute or Heir an Annuity not exceeding One hundred Pounds Sterling payable out of the said Lands, Baronies, and others, while the Trust remained in operation; and further, it was expressly provided and declared that the said Trust should subsist and endure, not only until his the said Truster's whole Debts and Obligations resting owing and exigible at the Period of his Death, and all Interest then due and thereafter to become due thereon, and the whole other Purposes of said Trust, should have been answered and paid out of the Rents of his said Lands, Baronies, and others, and out of his Personal or Moveable Estate, and out of no other Source or Fund whatever, but also in the event of the said Truster's eldest Son, the said *William Francis Augustus Elliott*, being then alive, then during the whole Days and Years of his Life thereafter, and in the event of the said *William Francis Augustus Elliott* surviving the Period when the said Debts and Obligations and Interest should have been answered and paid as aforesaid, from the Sources above specified, and the other Purposes of the said Trust should have been fulfilled, the said Truster directed and appointed his said Trustees to account for and pay over to the said *William Francis Augustus Elliott* the clear Balance in their Hands, and thereafter to hold the said Lands, Baronies, and others under Trust during all the Days and Years of the Life thereafter of the said *William Francis Augustus Elliott*, and to account for and pay over to him periodically during his Life thereafter, in lieu of the said Sum of One hundred Pounds Sterling which should then cease for ever, all and whole the whole free Rents of the said Lands, Baronies and others, by equal Portions half-yearly, beginning the First Payment of

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of the same at the First Term of *Whitsunday* or *Martinmas* which should arrive after the said Debts and Obligations should have been paid and satisfied, and the other Purposes of the said Trust Deed, except the Payment of said free Rents, should have been fulfilled, and the next Payment at the immediately succeeding Term of *Whitsunday* or *Martinmas*, and so on at every Term of *Whitsunday* or *Martinmas* thereafter during all the Days and Years of the Life of the said *William Francis Augustus Elliott*, or as soon after the said Terms of *Whitsunday* and *Martinmas* as the Collection of the Rents will permit, declaring that every Payment of the said free Rents to the said *William Francis Augustus Elliott* should be alimentary only, and that the said Rents should not be assignable by him, and should not be attachable for his Debts or Deeds in any way, and that the said Trustees should be bound to pay the same on his Receipt alone, and are by the said Trust Deed debarred from paying the same on the Receipt of any other Party whatever; and in the event of said free Rents becoming payable as aforesaid to the said *William Francis Augustus Elliott*, the said Truster expressly declared and enjoined that the said Trust should subsist and endure till the Death of the said *William Francis Augustus Elliott*, and on the Arrival of that Event the said Trustees should bring the Affairs of the said Trust to as speedy a Termination as possible in Terms of the said Trust Deed; and it was further expressly provided and declared by the said Trust Deed that wherever Reference was made therein, or in the relative Deed of Entail, to the Institute under said Entail, his the Truster's eldest Son, the said *William Francis Augustus Elliott*, should by his receiving the aforesaid Annuity of One hundred Pounds, or any other Benefit under the Trust, be held as sufficiently denoted as possessing that Character of Institute, and should thereupon be bound to fulfil all the Obligations incumbent on the Institute by the said Deed of Entail, and such Character should not infer any Ground for his assuming any higher Rights than are conferred by the said Trust Deed on him, but the same should be controlled and governed by the said Trust Deed, any Law or Practice to the contrary notwithstanding; and it was further provided and declared that when the whole Purposes of the Trust should be fully answered, the said Trustees were to divest themselves of his the Truster's Estate, Funds, and Effects conveyed by said Trust Deed, and to renounce the Rights standing in their Persons in favour of the Heir appointed to succeed to the Truster's said Lands and Estate by the Deed of Entail before mentioned, and with and under the whole Conditions, Limitations, and Clause of Registration in the Register of Entails therein expressed, provided always, that such Heir be major at the Time, and failing thereof, then on such Heir reaching Majority; and which Trust Disposition and Deed of Settlement also
contains

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Deed of Conveyance and Instructions, dated 14th May, and registered 19th Sept. 1864.

contains a Declaration that the Majority of the said Trustees should be a Quorum, that they should not be liable for Omissions, nor *singuli in solidum*, with Power to them to assume new Trustees, a Reservation in favour of the said Truster of full Power at any Time of his Life, and even on Deathbed, to add to the said Trust Disposition and Deed of Settlement, and to alter or innovate the same in whole or in part, and to revoke the same, or burden the Premises, as he should think proper, and other usual Clauses: And whereas by a Deed of Conveyance and Instructions, dated the Fourteenth Day of *May* One thousand eight hundred and sixty-four, and recorded in the Books of Council and Session the Nineteenth Day of *September* One thousand eight hundred and sixty-four, the said Sir *William Francis Elliott*, on the Narrative that he had recently purchased the Estate of *Easter Fodderlie* and Pertinents situated in the Parish of *Hobkirk* and County of *Roxburgh*, and that it was his Desire that the same should be held by the Heirs of Entail succeeding to him, under the same Fetters and Conditions as are contained in the above-mentioned Deed of Entail of the Estate of *Wells* executed by him upon the Fourteenth Day of *October* Eighteen hundred and sixty-three Years, and that the same should be conveyed to the same Trustees, with the same Powers, and under the same Conditions, Stipulations, Obligations, and Immunities as are contained in the above-mentioned Trust Disposition and Deed of Settlement executed by him of the Estate of *Wells* in favour of the said *Daniel Elliott* his Brother, and others, the said Sir *William Francis Elliott* gave, granted, assigned, disposed, conveyed, and made over to and in favour of the said *Daniel Elliott*, *Rawdon John Popham Vassall*, *Allan Elliott Lockhart*, *Alexander Elliott*, and *Jessie Blanche Adelaide Elliott*, and such other Persons or Person as should be thereafter named by him, or as should be assumed in virtue of the Powers written in the foresaid Trust Disposition and Deed of Settlement, and to the Acceptors or Acceptor and Survivors and last Survivor of them, the Majority of the Persons above named, and of those who might be named accepting and surviving at the Time, while more than One should be alive and acting, being thereby declared to be always a Quorum as Trustees and in trust for the Uses, Ends, and Purposes, with the Powers, and under the Conditions, Burdens, and Declarations expressed in the said Trust Disposition and Deed of Settlement, and to the Assignees of the said Trustees, heritably and irredeemably, all and whole the foresaid Estate of *Easter Fodderlie*, declaring that the said Conveyance should have the same Effect as if the Lands thereby disposed had been disposed by the foresaid Trust Disposition and Deed of Settlement in favour of the said Trustees; and the said Sir *William Francis Elliott* thereby directed the said Trustees to hold the said Estate of *Easter Fodderlie* in the same Manner, for behoof of the same

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same Parties, during the same Period or Periods, and under the same Conditions, Stipulations, and others, as are set forth in relation to the said Estate of *Wells* in the Trust Disposition and Deed of Settlement before mentioned, and on the said Trustees denuding of the said Estate of *Wells*, in Terms of the Instructions contained in the said Trust Disposition and Deed of Settlement, he directed the said Trustees at the same Time to convey the said Estate of *Easter Fodderlie* to the same Parties in whose Favour they should so denude of the Estate of *Wells*, and under the same Conditions and Stipulations, and for that Purpose to execute a Deed of strict Entail of the said Estate of *Easter Fodderlie* in all respects conform to the Deed of Entail of the Estate of *Wells* as aforesaid executed by the said Sir *William Francis Elliott*, it being his Intention that the said Lands and others disposed by the said Deed of Conveyance be held under the same strict Conditions of Entail as are applicable to the said Estate of *Wells* under the said Entail thereof, and he entreated his said Trustees to see the said Direction carried out in the strictest and most formal Manner that they might be advised is possible: And whereas by a Deed of Declaration dated the First Day of *August* One thousand eight hundred and sixty-four, and recorded in the Books of Council and Session the Nineteenth Day of *September* One thousand eight hundred and sixty-four, the said Sir *William Francis Elliott*, on the Narrative that he had executed the above-mentioned Deed of Entail of the Estate of *Wells* in favour of the said *William Francis Augustus Elliott* his eldest Son, and the Heirs Male of his Body, whom failing, to the other Heirs and in the Order written in the said Deed of Entail, and that he had likewise executed the above-mentioned Trust Disposition and Deed of Settlement conveying the said Estate of *Wells*, and also his Personal and Moveable Estate, to and in favour of the said *Daniel Elliott* and others therein mentioned, and to the Acceptors or Acceptor, Survivors or Survivor of them, as Trustees, for the Ends, Uses, and Purposes, with the Powers, and under the Conditions, Burdens, and Declarations therein expressed, for the Purpose of paying the Debts and Obligations which should be due and prestable by him at the Time of his Death, and for the other Purposes set forth in the said Trust Disposition and Deed of Settlement, and on the further Narrative that since the Date of the said last-mentioned Deed he the said Sir *William Francis Elliott* had acquired the Estate of *Easter Fodderlie*, and that he had conveyed the same to the said Trustees, to be disposed of in Terms of the said Trust Disposition and Deed of Settlement conform to the above-mentioned Deed of Conveyance and Instructions, and which Estate of *Easter Fodderlie* would thus fall under the Operation of the said Trust Disposition and Deed of Settlement, and on the further Narrative that it was his the said Sir *William Francis Elliott's* Purpose and

Deed of Declaration dated 1st Aug. and registered 19th Sept. 1864.

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Intention

Elliott's Trust Estate Act, 1865.

Intention that the said Trust Deed should come into operation immediately upon his Death, and that the Operation of the said Deed of Entail, in so far as it might be held to confer any immediate Right as to the Rents, Income, and Management of the said Estate of *Wells* in the Heirs therein nominated, other than the Rights provided by the said Trust Deed, should be suspended until the Purposes of the said Trust should be fully implemented and carried out, declared that his Purpose and Intention was that the Operation of the said Entail in so far as aforesaid should be suspended, and he thereby suspended the same accordingly, aye and until the said Trust should be fully carried out, and that the said Estate of *Wells* should be under the Administration of his said Trustees, to be disposed of as directed in the said Trust Disposition and Deed of Settlement: And whereas the said Sir *William Francis Elliott* died on or about the Third Day of *September* One thousand eight hundred and sixty-four: And whereas of the whole Trustees nominated and appointed as aforesaid the said *Rawdon John Popham Vassall* and *Jessie Blanche Adelaide Elliott* are the only accepting acting Trustees under the said Trust Disposition and Deed of Settlement and relative Deeds above recited, and they have accordingly entered into the Possession and Management of the said Estates of *Wells* and *Easter Fodderlie* above described: And whereas the said Sir *William Francis Elliott* died possessed of no Heritable Estate other than the said Estates of *Wells* and *Easter Fodderlie*, and an annual Payment of Fifty-six Pounds Eight Shillings and Sevenpence heritably secured to him and his Heirs over the Estate of *Stobs* in the said County of *Roxburgh*: And whereas, prior to the Execution of the foresaid Deed of Entail and Trust Disposition and Deed of Settlement, the said Estate of *Wells* was burdened and affected with certain Debts and Obligations heritably secured over the same, and which are still undischarged, which Debts and Obligations amount to the Sum of Sixty-one thousand Pounds, exclusive of Interest (as more fully set forth in Schedule A. to this Act annexed): And whereas the said Estate of *Easter Fodderlie* is burdened and affected with certain Debts and Obligations heritably secured over the same, and which are still undischarged, which Debts and Obligations amount to the Sum of Five thousand Pounds, exclusive of Interest (as also more fully set forth in the said Schedule A.): And whereas the said Sir *William Francis Elliott* by his said Trust Disposition and Deed of Settlement appointed his Trustees therein named to pay certain Annuities as herein-above recited, and he also granted certain Bonds of Provision in favour of his younger Children and others, the Value of which Annuities, and the Sums payable under which Bonds of Provision, amount to the Sum of Thirty-four thousand four hundred and seventy Pounds Eight Shillings and Fourpence (all as more fully set forth in Schedule B. to this Act annexed):

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annexed): And whereas the said Annuities, together with the Interest payable to the Creditors under the said Bonds and Obligations, amount to the annual Sum of Four thousand three hundred Pounds (as more fully set forth in Schedule C. to this Act annexed): And whereas the said Sir *William Francis Elliott* had also incurred and was due personal Debts to various Persons, which, with his Deathbed and Funeral Expenses, amount to the Sum of Three thousand six hundred and forty-three Pounds (as set forth in Schedule D. to this Act annexed): And whereas Claims upon the Estate of the said Sir *William Francis Elliott* for other Debts alleged to have been due by him have been intimated to the said Trustees, amounting to the Sum of Ten thousand one hundred and fifty-eight Pounds Sixteen Shillings and Ninepence (as set forth in Schedule E. to this Act annexed); but the Accuracy or Justice of such Claims is not admitted by the said Trustees: And whereas the said Debts and Obligations due, incurred, or created by the said Sir *William Francis Elliott*, or claimed against his Estate as aforesaid, which amount in the whole to the Sum of One hundred and fourteen thousand two hundred and seventy-two Pounds Five Shillings and One Penny (as more fully set forth in Schedule F. to this Act annexed), affect or may be made to affect the said Estates of *Wells* and *Easter Fodderlie*, which are or may be liable to be adjudged and evicted for Payment and Satisfaction of the said Debts and Obligations, and the Interest due and to become due thereon, with the Costs, accumulated Interest, and Penalties allowed by the Law of *Scotland* in such Cases, to the great Hurt and Prejudice of the Institute and the Heirs of Entail entitled to succeed to him in the said Estates: And whereas the Moveable or Personal Estate conveyed to the Trustees under the Trust Disposition and Deed of Settlement of the said Sir *William Francis Elliott* will not produce more than the Sum of Six thousand eight hundred and sixty-two Pounds Twelve Shillings (as more fully set forth in Schedule G. to this Act annexed): And whereas the yearly Rents of the said Estates of *Wells* and *Easter Fodderlie*, and the said annual Payment secured over the said Estate of *Stobs*, amount to the Sum of Three thousand three hundred and seventy-two Pounds One Shilling and Sevenpence (as more fully set forth in Schedule H. to this Act annexed): And whereas it is declared by the said Trust Disposition and Deed of Settlement to be the fixed Purpose and earnest Desire of the said Sir *William Francis Elliott*, and the great Object of the said Trust Disposition and Deed of Settlement, that his Debts and Obligations should be liquidated, paid, and discharged solely out of the Rents of his Heritable Estates thereby disposed, and out of his Moveable and Personal Estate also thereby conveyed, and out of no other Source whatever: And whereas the said Moveable and Personal Estate and the Rents of the said Heritable Estates are together quite inadequate
to

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to the Payment or Liquidation of the said Debts and Obligations, and the same must be provided for out of the Fee or Corpus of the said Heritable Estates, but by reason of the Provisions of the said Deed of Entail and the said Trust Disposition and Deed of Settlement it is not competent for the said Trustees to pay or liquidate the said Debts and Obligations by a Sale of any Part of the said Estates of *Wells* and *Easter Fodderlie*: And whereas it is expected that by the Sale of a Portion of the said Heritable Estates the said Debts and Obligations could be paid off or reduced to such an Amount as might, within a reasonable Time, be liquidated out of the accumulating Rents of the Portion of such Estates remaining unsold, thus fulfilling, as nearly as possible, the Wishes and Directions of the said Sir *William Francis Elliott*: And whereas it will be for the Advantage of the Creditors and other Parties interested in the said Debts and Obligations, as well as of the said Institute and the Heirs of Entail entitled to succeed to him, that certain Parts of the said Heritable Estates herein-after mentioned should, in the first instance, be sold, and the Price or Proceeds thereof be applied in Extinction or Payment *pro tanto* of the said Debts and Obligations: And whereas it would be for the Advantage of the said Institute, and the Heirs of Entail entitled to succeed to him, that the Parts of the said Heritable Estates to be sold in the first instance should be such as lie most discontinuous to the Mansion House of *Wells*: And whereas such Object may be attained by the Sale of the Part of the said Estate of *Wells* known as the Barony of *Hadden*, and also, if found necessary, of the said Estate of *Easter Fodderlie*; and it is expedient that Powers should accordingly be given to the said Trustees to sell the said Barony of *Hadden* in the first instance, and, if they shall deem it necessary, the said Estate of *Easter Fodderlie*: And whereas, although it is the Wish and Intention of the said Trustees to preserve the said Estate of *Wells* (other than the Barony of *Hadden*) for the Heirs of Entail entitled to succeed thereto, by clearing off the remaining Debts and Obligations of the said Sir *William Francis Elliott* out of the accumulating Rents of or Income arising from the said Estate, it may nevertheless be found that such Object cannot be attained within a reasonable Time, and it is therefore expedient that Power should also be given to the said Trustees to sell the whole of the said Estate of *Wells*, or such Part thereof as they may deem necessary: But these Objects cannot be attained without the Authority of Parliament: May it therefore please Your Majesty, upon the humble Petition of the said *Rawdon John Popham Vassall* and *Jessie Blanche Adelaide Elliott*, as Trustees aforesaid, 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,

1. The

Elliott's Trust Estate Act, 1865.

1. The said *Rawdon John Popham Vassall* and *Jessie Blanche Adelaide Elliott*, or the Trustees acting at the Time of the passing of this Act under the said Trust Disposition and Deed of Settlement of the said Sir *William Francis Elliott*, 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 Survivor of them, (the Majority of such Trustees for the Time, when more than Two, being always a Quorum,) shall also be the Trustees for carrying this Act into execution, and are herein-after called "the Trustees."

Present or future acting Trustees of Sir William Francis Elliott appointed Trustees to carry the Act into execution.

2. It shall be lawful for the Trustees, subject to the Provisions herein contained, to sell in the first instance the Part of the said Estate of *Wells* known as the Barony of *Hadden*, and herein-after called "the Estate of *Hadden*," and also, if deemed necessary by the Trustees, the said Estate of *Easter Fodderlie*, which Estates respectively are described in the Schedule I. hereunto annexed.

Power to sell the Estates of Hadden and Easter Fodderlie.

3. In the event of it being found by the Trustees that after a Sale of the said Estates of *Hadden* and *Easter Fodderlie* the annual Rent or Income arising from the Remainder of the said Estate of *Wells* (herein-after called the "Estate of *Wells*") is not sufficient to produce a Sinking Fund out of which the Debts and Obligations of the said Sir *William Francis Elliott* remaining due and unpaid may gradually and within a reasonable Time, as herein-after specified, be paid off and discharged, it shall be lawful for the Trustees, subject to the Provisions herein contained, to sell all or any Part of the Estate of *Wells*: Provided always, that the Trustees shall not sell more of the Estate of *Wells* than may be sufficient to reduce the Charges on the Remainder to such Extent as to render the Income from such Remainder sufficient to pay the Interest on the reduced Charges and for the Formation of a Sinking Fund for the Purpose above specified, and that it shall not be competent for the Institute or any other of the said Heirs of Entail to compel the Trustees, by Action at Law or otherwise, to sell more of the said Estate than appears to the Trustees to be expedient, except as herein-after provided.

Power to sell the Estate of Wells if deemed necessary.

4. The Trustees may apply to the Court of Session in *Scotland* by a Petition, to be presented in Time of Session to the Junior Lord Ordinary officiating in the Outer House of the said Court, or in Vacation to the Lord Ordinary officiating on the Bills (and which Lords Ordinary are herein-after called and referred to as "the Lord Ordinary"), to authorize the Sale of the said Estates, or any of them or any Part thereof, and the Lord Ordinary, by Interlocutors or Judgments, shall order or direct that the Lands referred to in such Petition shall be sold by Public Auction.

Application to be made to the Lord Ordinary of the Court of Session for Warrant to sell Land.

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5. At

Elliott's Trust Estate Act, 1865.

On Expiry of Five Years the Institute or Heir of Entail may apply to the Lord Ordinary to examine Accounts, who may order a further Sale of Land, so as Debts may be paid off on or before 11th Nov. 1886.

5. At any Time or Times after the Expiry of Five Years from the passing of this Act it shall be competent for the said Sir *William Francis Augustus Elliott*, or his Heirs and Successors in the Estate of *Wells*, to apply by Petition to the Lord Ordinary to order the Trustees to exhibit and produce to the Lord Ordinary the whole Accounts and Vouchers of every Description relating to the Trust, and all Papers of every Kind showing the State of their Intrusions and Management; and if it shall appear to the Lord Ordinary, on such Accounts and on such other Evidence as shall be offered, that there is no reasonable Prospect of the Debts affecting the Estate of *Wells*, or such Part thereof as may then remain unsold, being fully paid and extinguished out of the Rents of the said Estate and out of the Moveable and Personal Estate of the said Sir *William Francis Elliott*, or by any other Means, on or before the Eleventh Day of *November* One thousand eight hundred and eighty-six, it shall be competent for the Lord Ordinary to order such further Portion of the said Estate then remaining in the Hands of the Trustees to be sold as the Lord Ordinary shall consider necessary to secure the Payment and Extinction of the said Debts on or before the said Eleventh Day of *November* One thousand eight hundred and eighty-six.

The Lord Ordinary to take Evidence of Value of Land to be sold by public Auction.

6. Before any such Sales are carried into execution the Lord Ordinary is hereby authorized and required, by himself, or by any other of the Lords Ordinary of the said Court, to take Evidence of the Value of the said Estates hereby authorized to be sold, or of the Portion thereof referred to in any Petition for Sale presented as aforesaid; and the Lord Ordinary shall fix the several Prices or Sums of Money at which the same ought to be set up and exposed to Public Auction to the highest Offerer; and for that Purpose the Lord Ordinary is hereby empowered to direct such Notices and Advertisements to be made and given as he may deem necessary for publishing any Auction and Sale of the said Estates, or of any Part thereof, so intended to be sold, (provided always, that it shall not be necessary to obtain the Consent or Consents of the Institute, or any Heir of Entail or other Person interested in the Succession to the said Lands, to the said Sale,) and to adjust the Conditions and Articles of such Auction and Sale, and authorize the Lands to be disposed of, either in whole or in such Parcels or Lots as may or shall to the Lord Ordinary appear best.

Lord Ordinary to adjudge Lands to Purchasers on Prices being

7. It shall be lawful to the Lord Ordinary to adjudge the said Estates, or such Parts or Portions of the same as shall or may be sold, to the several and respective Purchasers, when and so soon as such Purchasers shall severally have completed their Purchase by Payment or Consignation of the full Price or Prices at or for which they

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they shall or may have purchased the same, into the Bank of *Scotland*, the Royal Bank of *Scotland*, the Bank of the *British* Linen Company of *Scotland*, the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, or such of them to whom the Lord Ordinary may order Payment or Consignation to be made, without Fee or Reward, to be placed to an Account to be raised in the Books of one or other of the said Banks in the Name of the Trustees, and to be operated on only under the Orders of the Lord Ordinary or of the said Court, and which Monies shall, when so paid in, produce the highest Interest that can be obtained for the same, which Interest shall be annually accumulated and added to the Principal Sum itself, to carry Interest together until applied by a Warrant or Warrants of the said Court for the Purposes of this Act; and the Lord Ordinary is hereby authorized to pronounce such Interlocutor or Interlocutors, and to order and hold all such further and other Proceedings, as to him shall appear to be necessary for carrying any Sale under this Act into execution, and for Protection of the Interests of the Creditors and of all others concerned.

paid or con-
signed in
Bank.

8. The Purchasers under the Authority of this Act, their Heirs and Assignees, shall, by the Decrees of Sale, and upon full Payment or Consignation of the Price for which they shall respectively purchase to such Person as they shall by the Articles and Conditions of Sale be taken bound to pay or consign such Price, have good and undoubted Rights to the Lands so to be purchased in Fee Simple, freed and disburdened for ever from all the Debts, Deeds, and Obligations of the said Sir *William Francis Elliott* or his Predecessors, or any of them, and freed from the Fetters and Conditions of the said Deed of Entail, and the whole Provisions, Conditions, and Declarations contained in the said Trust Disposition and Deed of Settlement and other Deeds above recited, and from every other Incumbrance, Defect of Title, or Ground of Eviction whatever, and freed and secured against all Challenge or Ground of Eviction whatever at the Instance of the Institute and Heirs of Entail of the said Estates who might succeed thereto under the Destination herein-before expressed, or any of them.

Purchasers,
on paying or
consigning
Prices, to
have good
Title freed
from all In-
cumbrances.

9. It shall be lawful for the Trustees and they are hereby ordered and required to execute and deliver, under the Authority of the Lord Ordinary, in case the same shall be considered necessary and proper, good and effectual Dispositions and Conveyances, containing Procuratories of Resignation, Warrants of Registration, and all other usual and necessary Clauses, of such Parts and Portions of the said Lands or Estates as shall or may be sold by virtue of this Act, in favour of the Purchasers thereof, their Heirs or Assignees, without incurring any Liability, anything in the said Deed of Entail, and Trust Disposition and Deed of Settlement, and relative Deeds, made by the said Sir

Trustees
may grant
Conveyances
to Pur-
chasers.

William

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William Francis Elliott, as above recited, to the contrary notwithstanding.

Proceeds of the Sale of the Estates to be applied under Direction of the Lord Ordinary.

10. The Prices or Proceeds of the said Estates, or of the Part thereof sold as aforesaid, after having been paid or consigned in the Manner above directed, shall be applied, under the Direction and by the Authority of the Lord Ordinary, *primo loco*, in paying and discharging the necessary Charges of obtaining this Act and the Proceedings to be had in execution thereof, including One hundred and fifty Pounds on account of the Costs of the said Sir *William Francis Augustus Elliott* in relation thereto, and, *secundo loco*, in paying and discharging or liquidating, *pro tanto*, the Debts and Obligations due, created, or contracted by the said Sir *William Francis Elliott*, according to their legal Preferences; and the Lord Ordinary shall issue Warrants or Decrets for the Payment thereof, and for the Payment of the Expenses of this Act, and the necessary Charges for the Proceedings thereon in favour of the Trustees; and every Creditor or other Person, upon receiving Payment of any such Debts, Expenses, or Charges, shall be obliged to execute and deliver a valid and sufficient Discharge of his Debt or Claim in favour of the Trustees; and neither the said Creditors and others, upon so receiving Payment of their respective Debts or Claims, and granting Discharges thereof as herein provided, or the Trustees, shall be subject or liable to any Claim of Repetition on account thereof, at the Instance of the Institute or Heirs of Entail of the said Estates, or any of them, on any Ground whatever.

Trustees to be relieved of all Liability in respect of the Lands sold.

11. In so far as provided by this Act the said Trustees shall be free and relieved of the whole Provisions, Declarations, Instructions, and Injunctions contained in the aforesaid Trust Disposition and Deed of Settlement and relative Deeds herein-before recited in regard to the Lands hereby authorized to be sold, and shall not be bound to implement the same.

The Sale or consenting to any Deed relating to same shall not infer an Irritancy of the Entail, &c.

12. No Sale made, nor the granting of or consenting to any Disposition or other Deed in implement of or in connexion with such Sale, nor any other Act done under the Powers by this Act conferred, shall infer an Act of Homologation of the said Deeds, or of Contravention of the said Deed of Entail, or subject the Institute or any succeeding Heir of Entail making such Sale, or granting or consenting thereto, or to such Disposition or other Deed, in Irritancy or Forfeiture of any Right belonging to them respectively under the said Deed of Entail, nor create or infer any Claim of Warrandice, Recourse, or otherwise, either against the Institute, or against such succeeding Heir, or against the Trustees.

13. It

Elliott's Trust Estate Act, 1865.

13. It shall be lawful for the Trustees to apply to the Court of Session, in the Mode herein-before set forth, for Authority to cut down and sell the Timber and growing Wood on the Estate of *Wells*; and the said Court, by Interlocutors or Judgments, shall order or direct that the Timber or growing Wood on the said Estate shall be cut down and sold to such an Extent as, in the Opinion of the Lord Ordinary, will not materially affect the Amenity and Beauty of the Mansion House of *Wells*; and the Lord Ordinary is hereby authorized and required to order such Inquiry as to him shall appear sufficient in regard to the Amount of Timber and growing Wood on the said Estate which may be cut down as afore-said, and to ordain the Price or Prices which may be obtained for the said Timber or growing Wood to be consigned in one or other of the Banks herein-before specified in the Name of the Trustees, the Sum or Sums so consigned to be operated on only under the Orders of the Lord Ordinary, and, when so consigned, to produce the highest Interest that can be obtained for the same, which Interest shall be annually accumulated and added to the Principal Sum itself, to carry Interest together, until applied by a Warrant or Warrants of the said Court for the Purposes of this Act.

Power to cut down and sell Timber on Wells Estate.

14. In the event of a Sale of a Portion only of the said Estates, it shall be competent for the Lord Ordinary or the said Court of Session to authorize the recording of the foresaid Deed of Entail, so far as the same shall be then subsisting, in so far only as regards the Lands and others therein contained which shall not have been sold, and that in such Form or Manner as the Lord Ordinary or the said Court of Session may deem expedient.

When Entail recorded Lands sold to be omitted.

15. In the event of any Funds remaining in the Hands of the Trustees arising from the Surplus of the Price or Prices of the Lands hereby authorized to be sold after carrying all the Purposes of this Act into execution, the Trustees shall lay out such Surplus Funds in the Purchase of Heritable Estate in *Scotland*, at such fair and just Price as ought to be given for the same after the Price so to be given shall have been approved by the Lord Ordinary, to whom Application shall be made for such Approval; and they shall dispoise and convey the Estate so to be purchased by them to the same Series of Heirs of Entail, for the same Uses and Purposes, and under the like prohibitory, irritant, and resoluteive Clauses, as are contained in the Deed of Entail herein-before recited; and the Trustees shall cause the Conveyance of the said Estate to be recorded in the Register of Entails for the Benefit of all interested therein: Provided always, that the said Estate so to be purchased shall be held by the Trustees in trust for the Purposes mentioned in the said Trust Disposition and Deed of Settlement

Surplus from Sale of Lands to be invested in other Lands to be entailed.

[*Private.*]

x x

and

Elliott's Trust Estate Act, 1865.

and relative Deeds herein-before recited, and until the same shall have been fulfilled.

Power to Trustees to borrow Money.

16. It shall be lawful for the Trustees to borrow, upon the Security of the said Estates disposed by the said Sir *William Francis Elliott*, or to be purchased, as aforesaid, any Sum or Sums of Money which they shall deem necessary for carrying out the Purposes of this Act, and to grant such Bonds and Dispositions in Security containing Powers of Sale and other usual Clauses, and such other Deeds as shall be required for that Purpose.

Except so far as altered by this Act the Trustees shall carry out the Purposes of the Trust Deeds.

17. Except in so far as the Provisions and Declarations of the said Trust Disposition and Deed of Settlement of the said Sir *William Francis Elliott* are altered or innovated by the Provisions of this Act, the Trustees shall be bound to carry out the Trusts thereby and by the other before-recited Deeds imposed upon them, so far as the same shall be then subsisting.

When the Debts are fully paid off the Trustees may apply to the Lord Ordinary for a complete Discharge.

18. As soon as the whole Debts and Obligations of the said Sir *William Francis Elliott* have been paid, discharged, or extinguished, and the whole other Purposes of the said Trust have been fulfilled, or the said Trust shall have determined, it shall be in the Power of the Trustees, or of any One of them, to apply summarily to the Lord Ordinary for their Discharge and Exoneration of the Trusts by this Act, or by the said Trust Disposition and Deed of Settlement and other Deeds herein-before recited, conferred upon them; and the Lord Ordinary is hereby empowered to order Intimation thereof in such Manner as he shall think necessary, and, after such Investigation into the Transactions, Management, and Intromissions of the Trustees as he shall deem requisite, to exonerate and discharge the Trustees or the Representatives of any deceased Trustee of such Transactions, Management, and Intromissions, and of all the Consequences thereof, and of all Action or Demand for and in respect of the same for ever.

Trustees, &c. may reclaim to the Inner House, whose Decision shall be final.

19. It shall be competent for the Trustees, or for any Party who may have appeared and lodged Answers to any Application presented to the Lord Ordinary under this Act, to reclaim against any Interlocutor pronounced by the Lord Ordinary to either Division of the said Court of Session, provided that a reclaiming Note shall be boxed within Fourteen Days after such Interlocutor is pronounced, and the Judgment of the said Court on any such reclaiming Note shall be final and conclusive.

Saving Rights under Action of Reduction.

20. Nothing in this Act contained shall prejudice or affect the Rights and Interest of the said Sir *William Francis Augustus Elliott* under

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under an Action of Reduction of the said Deed of Entail, Trust Disposition, and Deed of Settlement, and relative Deeds above-recited, raised by him in the Court of Session (the Summons in which is dated and signeted the Twenty-fourth Day of *April* last): Provided always, that, notwithstanding the Dependence of the said Action, the Trustees shall be entitled to exercise all the Powers of this Act; and all Acts done and Deeds granted by the Trustees in carrying out the Provisions of this Act during the Dependence of the said Action shall, even in the event of a Decree of Reduction in whole or in part being pronounced therein, be as good, valid, and sufficient as if the said Action had not been raised.

21. Saving and reserving always to the Queen's most Excellent Majesty, and to the Creditors upon or other Parties interested in the Estates Heritable and Moveable of the said Sir *William Francis Elliott*, aye and until the Debts and Obligations of the said Sir *William Francis Elliott* are paid and discharged, and to all and every other Person or Persons, Bodies Politic or Corporate, and their respective Heirs, Successors, Executors, and Assignees (other than and except the said Institute and other Heirs of Entail entitled to succeed to the Lands and Estates above described by virtue of the said Deed of Entail and other Deeds herein-before recited), all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Estates hereby allowed to be sold 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.

Saving Clause to all except the Institute and Heirs of Entail.

22. In citing this Act for any Purpose it shall be sufficient to describe it as "*Elliott's Trust Estate Act, 1865.*"

Short Title.

23. 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, or others.

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

Elliott's Trust Estate Act, 1865.

SCHEDULES referred to in the Act.

SCHEDULE A.

Showing the Debts and Obligations secured over the Estate of Wells, and also over the Estate of Easter Fodderlie.

I.—THE ESTATE OF WELLS.

	£	s.	d.
1. Bond and Disposition in Security by the late Sir William Francis Elliott, Baronet, and Sir George Sinclair, Baronet, and James Brown, Esquire, his Trustees, dated 30th May, and recorded in the General Register of Sasines, 2nd June 1859, in favour of Arthur Augustus Boswell Elliott, residing at Chicago, Illinois, in the United States of America, Son of Alexander Boswell Elliott, Second Son of the said Sir William Francis Elliott, for	1,000	0	0
2. Bond and Disposition in Security by the said Sir William Francis Elliott and the said Sir George Sinclair and James Brown, his Trustees, dated 1st and 4th, and recorded in the General Register of Sasines 17th May 1860, in favour of the Standard Life Assurance Company, for	55,000	0	0
3. Bond and Disposition in Security by the said Sir William Francis Elliott and the said Sir George Sinclair and James Brown, his Trustees, for Credit by the Bank of Scotland for 5,000 <i>l.</i> , dated 1st, 5th, and 6th, and recorded in the General Register of Sasines 26th May 1863; and Deed of Postponement by the Manager and Trustee of the Standard Life Assurance Company in favour of the Governor and Company of the Bank of Scotland, dated 21st, and recorded in the General Register of Sasines 23rd December 1863; and Assignation and Bond of Corroboration and Disposition in Security by the Bank of Scotland and the said Sir William Francis Elliott, Sir George Sinclair, and James Brown, to the Standard Life Assurance Company, dated 14th May, and 6th, 11th, and 14th, and recorded in the General Register of Sasines 14th June 1864, for	5,000	0	0
Total Debt secured on Wells (exclusive of Interest due from Whitsunday 1864)	£61,000	0	0

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	£	s.	d.
Brought forward	61,000	0	0

II.—THE ESTATE OF EASTER FODDERLIE.

4. Bond and Disposition in Security by the said Sir William Francis Elliott and the said Sir George Sinclair and Alexander James Russell, Esquire, his Trustees, in favour of the Standard Life Assurance Company, dated 14th May, and 6th and 11th, and recorded in the General Register of Sasines 14th June 1864, for 8,200 <i>l.</i> , but standing at present at 5,000 <i>l.</i> (exclusive of Interest due from Whitsunday 1864)	5,000	0	0
	<u>£66,000</u>	<u>0</u>	<u>0</u>

NOTE 1.—The Trustees of the late Sir William Francis Elliott's Creditors have paid 3,200*l.* of the above Sum of 8,200*l.* out of the Funds in their Hands, but they hold an Assignment from the Standard Life Assurance Company to that Sum. Easter Fodderlie is accordingly burdened with the whole 8,200*l.*, though it is only in the event of the Claims Nos. 2. and 3. mentioned in Schedule E. being successful that the Claim for 3,200*l.* will be enforced.

NOTE 2.—The said Sir William Francis Elliott obtained, during the Years 1848, 1849, 1850, and 1851, for Drainage and Land Improvement Purposes, from the Government Commissioners on Drainage, &c., the Sum of 3,500*l.* The Tenants are bound to pay the whole annual Charges in respect of these Advances. During the Years 1855, 1857, and 1864, the said Sir William Francis Elliott also obtained the Sum of 743*l.* 16s. 11*d.* from the Lands Improvement Company, the annual Charges in respect of which Advances are, with a trifling Exception, also payable by the Tenants. The above Advances, in so far as not liquidated by past Payments, form a real Burden on the Estates, but, in the Circumstances above stated, they are not included in this Schedule as Debts requiring to be paid.

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SCHEDULE B.

Showing the Value of Annuities payable to Sir William Francis Augustus Elliott, Baronet, and George Augustus Cuming Elliott, under the Disposition and Deed of Settlement of the late Sir William Francis Elliott, Baronet, and relative Deeds; and the Amount payable under Bonds of Provision in favour of the other Children of the said Sir William Francis Elliott, and Mrs. Oliver and Daughter, and his Grandson Arthur Augustus Boswell Elliott.

	£	s.	d.
(1.) Value of Annuity of 100 <i>l.</i> payable to the said Sir William Francis Augustus Elliott, and the Heirs of Entail entitled to succeed to the Estates of Wells and Easter Fodderlie until the Termination of the Trust, taken as an Annuity in perpetuity, and calculated at the Rate of 3 <i>l.</i> per Centum Interest	3,333	6	8
(2.) Value of Annuity of 100 <i>l.</i> payable to the said George Augustus Cuming Elliott, who was Eleven Years of Age at his last Birthday, on 14th January 1865, according to the Government Rates	2,137	1	8
(3.) Bond of Provision by the said Sir William Francis Elliott in favour of Miss Jessie Blanche Adelaide Elliott, his eldest Daughter, dated 15th October 1863, and registered in the Books of Council and Session 19th September 1864	15,000	0	0
(4.) Bond of Provision by the said Sir William Francis Elliott in favour of Mrs. Frances Elizabeth Forrest, formerly Elliott, his Second Daughter, Spouse of Edmund Forrest of the General Post Office, London, dated and registered the same as the immediately preceding Bond	5,000	0	0
(5.) Bond of Provision by the said Sir William Francis Elliott and Trust Disposition by him in favour of Daniel Elliott, Esquire, his Brother, and Herbert Butler Batten, of Hollands, in the County of Somerset, Esquire, and the Survivor of them, and such other Person or Persons as he might thereafter appoint or as they might assume in Terms thereof, as Trustees for behoof of Alexander Boswell Elliott, his Second Son, in Life-rent, and his Heirs and Successors in Fee, dated 22nd September 1863, and relative Deed, dated 15th October 1863, both registered as aforesaid 19th September 1864, for	£3,000	0	0
And for behoof of Arthur Augustus Boswell Elliott, presently resident in America, Son of the said Alexander Boswell Elliott, if he should return to this Country permanently to reside here within a certain Time, and if not, to the said Alexander Boswell Elliott, the additional Sum of	1,000	0	0
	<hr/>	4,000	0 0
Carried forward	£29,470	8	4

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	£	s.	d.
Brought forward	29,470	8	4
(6.) Bond of Provision by the said Sir William Francis Elliott in favour of Mrs. Harriet Oliver, sometime residing at Thames Bank House, Mortlake, in Life-rent, for her Life-rent Use allenary, and to and in favour of Harriet Emma her Daughter, in Fee, dated 15th October 1863, and registered in the Books of Council and Session 19th September 1864, for	5,000	0	0
	<u>£34,470</u>	<u>8</u>	<u>4</u>

SCHEDULE C.

Showing the annual Charges on the Estate of the late Sir William Francis Elliott in respect of Interest on Heritable Debts and Bonds of Provision and of Annuities.

I.—HERITABLE DEBTS.

	£	s.	d.	£	s.	d.
(1.) The Interest of the Debt of 60,000 <i>l.</i> secured over the Estate of Wells, mentioned in Schedule A., so long as it continues at 4 <i>l.</i> per Centum, its present Rate, is annually	2,400	0	0			
(2.) The Interest of the Debt of 1,000 <i>l.</i> secured over the Estate of Wells, also mentioned in Schedule A., at its present Rate of 5 <i>l.</i> per Centum, is annually	50	0	0			
(3.) The Interest of the Debt of 5,000 <i>l.</i> , secured over the Estate of Easter Fodderlie, also mentioned in Schedule A., as long as it continues at its present Rate of 4 <i>l.</i> per Centum, is annually	200	0	0			
				<u>2,650</u>	<u>0</u>	<u>0</u>

II.—BONDS OF PROVISION AND ANNUITIES.

(1.) The Interest on the Bond of Provision in favour of Miss Jessé Blanche Adelaide Elliott for 15,000 <i>l.</i> set forth in Schedule B., at 5 <i>l.</i> per Centum, being the Rate appointed by the Bond, is annually	750	0	0			
(2.) The Interest on Bond of Provision in favour of Mrs. Frances Elizabeth Forrest, formerly Elliott, for 5,000 <i>l.</i> , also set forth in Schedule B., at 5 <i>l.</i> per Centum, being the Rate appointed by the Bond, is annually	250	0	0			
Carried forward	<u>£1,000</u>	<u>0</u>	<u>0</u>	<u>2,650</u>	<u>0</u>	<u>0</u>

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	£	s.	d.	£	s.	d.
Brought forward	1,000	0	0	2,650	0	0
(3.) The Interest on Bond of Provision in favour of the Trustees for behoof of Alexander Boswell Elliott and his Son for 4,000 <i>l.</i> , also set forth in Schedule B., at 5 <i>l.</i> per Centum, being the Rate appointed by the Bond, is annually	200	0	0			
(4.) The Interest on Bond of Provision in favour of Mrs. Harriet Oliver in Life-rent, and her Daughter Harriet Emma, in Fee, for 5,000 <i>l.</i> , also set forth in Schedule B., at 5 <i>l.</i> per Centum, being the Rate appointed by the Bond, is annually	250	0	0			
(5.) The Annuity in favour of Sir William Francis Augustus Elliott and the Heirs of Entail mentioned in Schedule B. is annually	100	0	0			
(6.) The Annuity in favour of George Augustus Cuming Elliott, also mentioned in Schedule B., is annually	100	0	0			
				1,650	0	0
				<u>£4,300</u>	<u>0</u>	<u>0</u>

SCHEDULE D.

Showing the Personal Debts due by the late Sir William Francis Elliott, including Deathbed and Funeral Expenses.

I.—DEATHBED AND FUNERAL EXPENSES.

	£	s.	d.	£	s.	d.
1. Dr. Gardiner, Clapton	66	0	0			
2. Mr. Daniel Elliott, for Deathbed Expenses	12	3	6			
3. Mrs. Bagot's Expenses	11	0	0			
4. Mr. Garstin, London, Account for Funeral so far as conducted by him	86	12	0			
5. John Croall and Son, Edinburgh, Account for Funeral so far as conducted by them	96	19	6			
6. Aitchison and Sons, Edinburgh, Confectioners, for Refreshments on Day of Funeral	21	8	6			
7. Dr. Blakiston, Saint Leonard's-on Sea	14	14	0			
8. Messieurs Grabame and Wood, Hawick, for Servants Mournings, &c.	12	11	1			
9. George McCulloch, Crieff, for Intimation Cards, &c.	3	10	6			
10. Tower Hotel, Hawick, for Hearse and Horses	11	5	0			
Carried forward				£336	4	1

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	£	s.	d.	£	s.	d.
Brought forward	-	-	-	336	4	1
II.—ORDINARY DEBTS.						
1. Dr. Andrew Wood, Edinburgh	-	-	-	121	11	0
2. Dr. Cutler, Spa	-	-	-	20	0	0
3. Dr. Barnard, Hastings	-	-	-	116	9	6
4. Dr. Vellen, Aix la Chapelle	-	-	-	26	0	0
5. Thomas Howie, Tenant of Hadden	-	-	-	129	17	11
6. John Murray, Glasgow	-	-	-	198	15	5 $\frac{3}{4}$
7. Messieurs Holmes and Company, Westminster	-	-	-	282	5	0
8. Messieurs D. M. and H. Black, W. S., Edinburgh	-	-	-	1,989	8	7 $\frac{3}{4}$
9. J. W. Ramsay, Leith	-	-	-	55	18	3
10. J. Mac Nee and Company, Edinburgh	-	-	-	77	3	3
11. R. Armstrong's Representatives	-	-	-	23	16	5 $\frac{1}{2}$
12. John Harkness, Jedburgh	-	-	-	38	13	0 $\frac{1}{2}$
13. Johnston and Jeannes, London	-	-	-	77	16	0
14. Sundry Tradesmen's and other small Accounts under 20 <i>l.</i>	-	-	-	149	1	5
				3,306	15	11
				£3,643	0	0

SCHEDULE E.

Showing Debts claimed on the Estate of the late Sir William Francis Elliott, but not admitted by the Trustees.

1. John Grant, Wells	-	-	-	78	13	7
2. Sir William Francis Augustus Elliott for Interest on 12,715 <i>l.</i> 4 <i>s.</i> 8 <i>d.</i> for which Decree obtained in a Process at the Instance of Cleghorn and others against the late Sir William Francis Elliott and his Trustees, dated 22nd June 1837 and 25th June 1842, from 11th November 1827 to 25th June 1842	-	-	-	9,290	3	0
3. Sir William Francis Augustus Elliott for Repetition of Land Tax of 56 <i>l.</i> 8 <i>s.</i> 7 <i>d.</i> annually accumulated and due at 23rd March 1852	-	-	-	790	0	2
				£10,158	16	9

SCHEDULE F.

General View of the Debts and Obligations due, incurred, or created by the late Sir William Francis Elliott, or claimed against his Estate (exclusive of Interest).

I.—Heritable Debts secured over the Estates of Wells and Easter Fodderlie, as set forth in Schedule A.	-	-	-	66,000	0	0
II.—Value of Annuities and Amount payable under Bonds of Provision, as set forth in Schedule B.	-	-	-	34,470	8	4
III.—Amount of Personal Debts, as set forth in Schedule D.	-	-	-	3,643	0	0
				104,113	8	4
IV.—Debts claimed but not admitted by the Trustees, as set forth in Schedule E.	-	-	-	10,158	16	9
				£114,272	5	1

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Elliott's Trust Estate Act, 1865.

SCHEDULE G.

Showing the Moveable Estate available to the Trustees for Payment of Debts.

	£	s.	d.
(1.) Amount of the Balance of the Personal or Moveable Estate of the deceased Sir William Francis Elliott in the Hands of Alexander James Russell, Esquire, acting Trustee for the Creditors of the late Sir William Francis Elliott, under a Trust Deed executed by him on 10th December 1828, subject to Claims yet emerging, and which Balance Mr. Russell states as from 5,000 <i>l.</i> to 6,000 <i>l.</i> , and Expenses conform to Certificate under his Hand, dated 18th January 1865, but which may be here stated as at the larger Amount, viz.	6,000	0	0
(2.) Value of the Household Furniture, Silver Plate, &c., left by the deceased Sir William Francis Elliott, as inventoried and valued by Messieurs Lyon and Turnbull	833	15	0
(3.) Value of Four Shares of the Hawick Subscription Rooms	28	17	0
	<u>£ 6,862</u>	<u>12</u>	<u>0</u>

SCHEDULE H.

Showing the yearly Rents or Income of the Heritable Estates of the late Sir William Francis Elliott available to his Trustees for Payment of annual Interests on Debts, Annuities, and Charges.

I.—THE ESTATE OF WELLS (except the Barony of Hadden).

	£	s.	d.	£	s.	d.
1. Farm of Bedrule and Fulton, tenanted by George Simson	1,234	16	6			
2. Farm of Dykes, tenanted by William Veitch	138	2	6			
3. Wells Saw Mill, House, and Field tenanted by David and George Davidson	35	0	0			
4. Bedrule Old Mill, Dwelling House, and Land, tenanted by William Armstrong	30	0	0			
5. Cottage and Garden at Bridgend, tenanted by John Brunton	6	0	0			
6. Two Cottages at Blawearry, tenanted by David and James Turnbull	4	0	0			
7. Gamekeeper's Lodge and Cauld Park, tenanted by Andrew Ormiston	6	10	0			
8. Forester's Cottage and Garden, not let, but occupied by George Ormiston, annual Value	3	0	0			
9. Dyke's Muir Cottage, tenanted by Thomas Best	1	0	0			
10. Blacksmith's House, Garden, and Smithy on Bedrule, tenanted by William Oliver	4	0	0			
				<u>1,462</u>	<u>9</u>	<u>0</u>
Carried forward				£1,462	9	0

Elliott's Trust Estate Act, 1865.

	£	s.	d.	£	s.	d.
- Brought forward	-	-	-	1,462	9	0
11. Grass Parks for Season 1864:—						
1. Dyke's Muir Park, let to George Simson	25	0	0			
2. Gilboa Park, let to William Veitch	25	0	0			
3. Garden Park, let to William Mabon	28	0	0			
4. Maypole Park, let to John Armstrong	17	10	0			
5. Kilnhaugh Park, let to Alexander Ferguson	34	10	0			
6. Lodgehaugh Park, let to Alexander Mein	9	15	0			
7. Gourlay Bog Park, ditto ditto	19	0	0			
8. Bulltree Park, let to Thomas Cockburn	37	0	0			
9. West Lees Park and House, let to John Armstrong	40	0	0			
10. Meadsgrove Park, unlet, but former Rent	20	0	0			
11. Pond Park, unlet, but former Rent	13	0	0			
12. Wells Haugh Park, unlet, but former Rent	20	0	0			
				288	15	0
12. Mansion House of Wells, Offices, Garden, and Gardener's Cottage, unlet, value taken at				300	0	0
Gross Rental of Wells				£2,051	4	0
II.—THE ESTATE OF EASTER FODDERLIE.						
13. Farm of Easter Fodderlie, tenanted by James Fairburn	231	0	0			
14. Fodderlie Cottage and Ground, tenanted by Alexander Brown	10	10	0			
Gross Rental of Easter Fodderlie				£241	0	0
III.—THE BARONY OR ESTATE OF HADDEN.						
15. Farm of Hadden, let to Thomas Howie at an annual Rent of 91 <i>l.</i> 19 <i>s.</i> 0 <i>d.</i> less annual Allowance for Hedger, 20 <i>l.</i>	898	19	0			
16. Farm of Nottylees, tenanted by George Jamieson	504	10	0			
17. Shootings over these Two Farms	20	0	0			
Gross Rental of Hadden				1,423	9	0
Total				3,715	13	0
Deduct the Public and Parish Burdens, including also Landlord's Property Tax, which will amount, on an Average of Years, to somewhere about, per Annum				400	0	0
Carried forward				£3,315	13	0

Elliott's Trust Estate Act, 1865.

	£	s.	d.
Brought forward	3,315	13	0
IV.			
Annual Payment secured over the Estate of Stobs by Disposition and Assignment by the Trustees of George Cleghorn and John Wilson in favour of the late Sir William Francis Elliott, dated 13th May, and subsequent Dates, and recorded in the General Register of Sasines 10th June 1862	56	8	7
Net Rental of the whole Estates	£ 3,372	1	7

SCHEDULE I.

Descriptions of the Estates of Hadden and Easter Fodderlie.

I.—HADDEN.

All and whole the Twenty-Pound Land of new Extent and Barony of Hadden, with the Manor Place, Houses, Biggins, Tenants, Tenandries, and Services of Free Tenants, with all the Parts, Pendicles, Privileges, Pertinents, and Community thereof, lying within the Parish of Sprouston and Sheriffdom of Roxburgh, with all and sundry Houses, Biggins, Woods, Yards, Fishings, Pasturage, Parts, Pendicles, and universal Pertinents of the same.

II.—EASTER FODDERLIE.

All and whole the following Part of the Lands and Barony of Abbotrule; viz., that Part of the Lands of Fodderlie called Easter Fodderlie, together with the whole Parts, Pendicles, and universal Pertinents of the same, lying within the Barony of Abbotrule, Parish of Hobkirk, and Sheriffdom of Roxburgh.

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