



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 8.

An Act to authorize the borrowing of Money on the Security of the Entailed Estate of *Downie Park* in the County of *Forfar*, or the Sale of a Portion of the Estate, for the Purpose of paying the Debts and Legacies affecting the same. [5th July 1865.]

**W**HEREAS by a Trust Disposition and Settlement executed by Lieutenant Colonel *William Rattray* of *Downie Park* in the County of *Forfar*, sometime in the Honourable *East Indian* Company's Artillery Establishment (herein-after called the Truster), dated the Ninth Day of *December* Eighteen hundred and fifteen, and recorded, along with the Codicil herein-after recited, in the Books of Council and Session at *Edinburgh* the Seventeenth Day of *March* Eighteen hundred and twenty, after narrating that he had of even Date therewith executed the Deed of Entail herein-after recited of his Lands and Estate of *Downie Park* in favour of the Heirs, and with and under the Conditions, Limitations, Clauses irritant and resolute, therein written, the said *William Rattray* gave, granted, assigned, disposed, conveyed, and made over to and

[Private.] 3 a in

Trust Dis-  
position and  
Settlement  
of Lieut.-  
Colonel  
*William*  
*Rattray*,  
dated 9th  
Dec. 1815.

*Rattray's Estate Act, 1865.*

in favour of Mrs. *Janet Henrietta Rankine* his Spouse, and Doctor *Charles Rattray*, of *Daventry* in *Northamptonshire*, and Captain *James Rattray* of the Royal Navy, his Nephews, *Charles Wedderburn* Esquire, of *Pearsie*, *David Rankine* Esquire, of *Dudhope*, his Brother-in-Law, *Alexander Ramsay* Esquire, of *Kersehill*, also his Brother-in-Law, *James Keay* of *Snaigow*, Esquire, Advocate, *John Mill* Esquire, of *Noranside*, *David Colvin* Esquire, of the House of *Brucé, Bazet*, and Company of *London*, and *Charles Stewart*, Writer to the Signet, as Trustees, with the Powers and for the Uses and Purposes therein-after mentioned, and to the Survivors or Survivor of them residing in *Scotland* for the Time who should accept, any Three of them to be a Quorum while that Number of accepting Trustees survive, his said Wife during her Life and Viduity being always *sine quâ non*, and to any other Trustees or Trustee to be assumed by them or the Survivor of them, which they and he were thereby empowered to do, and which Trustees or Trustee so to be assumed should have the same Powers as if named by him, and to their Assignees, all and sundry Lands, Heritages, Heritable Bonds and Heritable Subjects of every Kind, and also the Rents, Mails, and Duties, Feu Duties, and Casualties payable for and furth of his said Entailed Lands and Estate, after the Death of the Survivor of his said Spouse and him, as also all Goods, Gear, Household Furniture, Bed and Table Linen, Plate, Books, Cattle, Horses, Nolt, Sheep, Carriages, Farm Stocking and Utensils of every Sort belonging to him in or upon his House and Farms of *Downie Park* at his Death, and also all Debts and Sums of Money, Bonds, Bills, Lying Money, Bank Stock, Stock in the Public Funds, Share of Stock in the *Grand Junction Canal*, Stock from *Oxford Canal* to the River *Thames*, *India* Bonds or Debts due to him in *India*, and Real Property, Lands, Tenements, and Hereditaments belonging to him situated in *India* or elsewhere, and Heirship Moveables, dispensing with the Generality thereof, and declaring that the said Trust Deed should be equally valid as if the Particulars of his Moveable Estate were therein specified, with all Writs, Titles, and Securities of and concerning the Premises; excepting always from the preceding general Conveyance of Lands and Heritages the Fee and Property of the Lands of *Downie Park* and others contained in his foresaid Deed of Entail, without Prejudice to the Burdens therein-after imposed on the taillied Lands; and by the said Trust Deed the Trustee nominated and appointed the said Trustees, and the Survivors or Survivor of them who should accept, to be his Executors, Universal Legatories, and Intromitters with the whole Goods and Gear, excluding all others from the said Office, and also to be Tutors and Curators and Administrators to any Minors who might happen to succeed to the Residue of his Trust Funds therein written; or to the Entailed Estate settled by him on the Heirs called in his said

---

*Rattray's Estate Act, 1865.*

---

said Deed of Entail; and it was thereby provided and declared that the above Conveyance was made in trust only in order that the said Trustees, and the Acceptors or Acceptor, Survivors or Survivor of them, or their Quorum, might uplift and receive the Rents, Mails, and Duties of the Lands generally disposed by the said Deed, and likewise those of the Truster's Entailed Estate, and all Interest, Produce, or Dividends of the foresaid Government or other Funds or Canal Stock, and others therein-before conveyed, and uplift, receive, assign, or discharge all Debts and Sums of Money due or that should be due to him at the Time of his Death, and if necessary to sue for Payment thereof, and for Implement of all Obligations prestable to him by whatever Person or Persons, submit, refer, compound, transact, and agree thereanent, as fully to all Intents and Purposes as he could do himself, with Power to bind the Truster and his Heirs in absolute Warrantice, and with Power to his said Trustees, or their said Quorum or Survivor of them, to appoint a Factor and Agent to assist them in the Management of the Trust, and that the said Trustees should be bound, as by Acceptation of the Trust they bound and obliged themselves, to apply the whole Proceeds of the Subjects thereby disposed in the Way and Manner and for the Uses and Purposes after mentioned; viz., in the first place, for defraying the whole Charges and Expenses of the Management of the Trust; secondly, for Payment of all just and lawful Debts which should be owing by the Truster at his Death, and of his Funeral Charges and Expenses and Servants Wages; thirdly, in regard that the said Mrs. *Janet Henrietta Rankine* his Spouse was by the Marriage Contract between her and the Truster provided to an yearly Annuity of Two hundred and fifty Pounds during her Life after the Decease of the Truster, to be restricted to an Annuity of Two hundred Pounds during the Existence of a Child or Children of their Marriage or their Descendants, and it was thereby also provided that the said Mrs. *Janet Henrietta Rankine* should be entitled to the Half of the Household Furniture in communion betwixt them at the Time of his Decease, in case she should survive him, or Two hundred Pounds in lieu and place thereof, the Truster directed his Trustees to allow his said Spouse, in case she should survive him, and while unmarried, after his Decease, subject to the Annuities to Mrs. *Christian Rattray* or *Ramsay*, to *Christian Rattray*, and to the Reverend *John Buchan*, contained in the Fifth Purpose of the said Trust Deed, the free Liferent Use and Enjoyment and civil or natural Possession of the Mansion House of *Downie Park*, Offices, Garden, Lawn, and whole Lands and Estate contained in the foresaid Deed of Entail, Rents, Mails, and Duties thereof, as also to allow her the like Liferent Use and Enjoyment of the whole foresaid Household Furniture, Linen, Plate, Books, China, Wines, and whole other Personal Effects that should be within the  
said

*Rattray's Estate Act, 1865.*

said Mansion House, and belonging to the Truster at his Death, and likewise to allow her the like Liferent Use and Enjoyment, not only of the Truster's whole Farm Stocking, Cattle, Horses, Carriages, and oversight and insight Plenishing, but also the free Produce of all Bonds, Bills, Lying Money, Canal and Bank Stock, Stock in Public Funds, or other Moveable or Personal Estate belonging to him at his Death, and before disposed in the said Trust Deed, it being the Truster's Intention that his said Wife, if she survived him, should, while she remained unmarried after his Death, have the entire Liferent Use, free and uncontrolled Enjoyment, of his whole Means and Estate, Real and Personal, including the whole Furniture, Linens, Plate, Books, Wines, and others foresaid in the said Dwelling House and the said Farm Stocking, or so much thereof as she might be pleased to retain at his Decease, and that she should not be accountable for the Tear and Wear of Use, but the Family Pictures should be preserved for the Heir of Entail, and the Articles of Silver Plate therein-after specially disposed of by the said Trust Deed should likewise be preserved for the Legatees mentioned therein; and it was thereby declared that such Articles of Furniture and Farm Stocking as his said Wife the said Mrs. *Janet Henrietta Rankine* should not choose to retain should belong to the Residue of the Truster's Estate; and the Truster likewise appointed his Trustees to pay to the Order of his said Wife, conform to any Deed or Writing to be executed under her Hand, any Sum to the Extent of Eight thousand Pounds Sterling, and that at the First Term of *Whitsunday* or *Martinmas* that should happen One Year after her Death, with a Fifth Part more of Penalty and the lawful Interest thereof from and after the said Term and till paid; and it was by the said Trust Deed declared that the Provisions thereto made were in full to his said Wife of all Terce of Lands, Third or Half of Moveables and other Provisions in her Favour, and that in case she should survive the Truster and enter into a Second Marriage, the Provisions made for her by the said Trust Deed should be restricted to those made for her by their said Contract of Marriage, except as to the said Sum of Eight thousand Pounds of which she was to have the absolute Power of Disposal; fourthly, upon the Death of his said Spouse and him, the Truster appointed the whole Silver Plate then belonging to him and in his said Mansion House of *Downie Park*, which was left to him by the late *James Rattray* of *Arthurstone*, his Brother, on which the Arms of *Rattray* are quartered with those of *Henshaw*, to be delivered to *James Rattray* his Nephew, in the Civil Service of the Honourable *East India* Company, eldest Son of his said deceased Brother, on his coming to this Country, and failing him to *George Rattray* his eldest Son, whom failing, to the Heirs Male of the Body of his said Nephew *James Rattray*, in the Order of their Birth successively, without Division, whom failing, to

*Robert*

*Rattray's Estate Act, 1865.*

*Robert Haldane Rattray*, also his Nephew, Second Son of his said Brother *James Rattray*, and failing him to the Heirs Male of his Body in the Order of their Birth successively, without Division, whom failing, to *Yorke* Second Son of the Marriage between Admiral Sir *Joseph Sydney Yorke* and the late *Elizabeth Wake Rattray* the Truster's Niece, and to the Heirs Male of the Body of the said *Yorke*, whom all failing, to his own nearest Heirs Male of Taille specified in the foresaid Deed of Entail, whom all failing; to his own nearest Heirs and Assignees; fifthly, the Truster appointed his said Trustees to make Payment of the following Provisions and Annuities; viz., to the Heir Male of the Truster's Body, or the other Heir of Taille entitled to the Possession of the Entailed Estate on the Death of the Survivor of his said Spouse and him, the Use and Possession of the Mansion House and Offices, and East and West Gardens, amounting in all to Thirty Acres of Ground or thereby, around the House, conform to the Plan therein referred to, together with a free Annuity of Two hundred Pounds *per Annum*, to commence at the First *Whitsunday* or *Martinmas* after the Death of the Survivor of his said Spouse and him, and to continue thereafter during the Subsistence of the Trust; and he directed his Trustees upon that Event to make over to the Heir of Entail for the Time the whole Family Pictures without Valuation, to be enjoyed as Heirlooms, and also to deliver to such Heir the Household Furniture, Linens, Plate, Books, and Wines then remaining, life-rented as aforesaid, at a Valuation to be made by an Appraiser to be named by the Trustees; and it was declared that the Heir for the Time should be obliged to accept the said Articles at the Valuation, and should forthwith pay the Price to his Trustees in part of the Trust Funds, and the Heir should not have any Option of Rejection; to Mrs. *Christian Rattray* his Sister, Spouse of the said *Alexander Ramsay*, during her Life, after his Death, the Sum of One hundred Pounds a Year, to *Christian Rattray*, residing in *Dundee*, during her Life, after his Death, the Sum of Five Pounds a Year, and to the Reverend *John Buchan*, during his Incumbency as Episcopal Clergyman at *Kirriemuir*, the Sum of Ten Pounds a Year, which Three last-mentioned Annuities he appointed to be paid to the respective Annuitants at Two Terms in the Year, by equal Portions, beginning the first Payment of each of the said Annuities to the said Mrs. *Christian Rattray* or *Ramsay*, *Christian Rattray*, and *John Buchan*, at the First Term of *Whitsunday* or *Martinmas* after his Death, notwithstanding the foresaid Liferent in favour of his said Spouse, and so on thereafter at the said Terms during the respective Lives of the said Mrs. *Christian Ramsay* and *Christian Rattray*, and during the Incumbency of the said *John Buchan* as officiating Clergyman foresaid, with a Fifth Part more of liquidate Penalty in case of Failure, and the lawful Interest of each Half Year's Annuity

[Private.] from

*Rattray's Estate Act, 1865.*

from and after the Term when the same falls due during the not Payment; sixthly, the Truster appointed his Trustees to make Payment at the First Term of *Whitsunday* or *Martinmas* that should happen Six Months after the Death of the said Mrs. *Janet Henrietta Rankine*, in case she should happen to survive the Truster, of the following Legacies; viz., to the Daughters of Doctor *Charles Rattray*, the Truster's Nephew, the Sum of Nine hundred Pounds, to be divided among them equally, Share and Share alike, and failing any of them, without leaving Children, the Share of those dying was to go to the Survivors or Survivor; to *William Rattray*, Son of the said Doctor *Charles Rattray*, One hundred Pounds; to *Lucy Rattray*, Daughter of the Truster's late Brother, Doctor *David Rattray*, One thousand Pounds, and failing her, to her lawful Children equally among them; to Captain *James Rattray* of the Royal Navy, youngest Son of the said Doctor *David Rattray*, the Sum of One thousand Pounds, and failing him, to his lawful Children equally among them; to the Children of the late Mrs. *Jean Rattray*, his Niece, eldest Daughter of the said Doctor *David Rattray*; viz., to *David Wilmer* and *Jean Wilmer*, the Sum of Fifty Pounds each; to *William*, Son of Mrs. *Selina Rattray*, Third Daughter of the said Doctor *David Rattray*, Wife of \_\_\_\_\_, One hundred Pounds Sterling; to *Elizabeth Rattray*, Second Daughter of the said Doctor *David Rattray*, and Wife of *Charles Wedderburn* Esquire, of *Pearsie*, and *Charlotte Rattray*, Fourth Daughter of the said Doctor *David Rattray*, and Wife of *William Watkins*, Esquire, of *Northamptonshire*, the Sum of Fifty Pounds each for a Ring; to *Jean Ramsay* his Niece, eldest Daughter of the said Mrs. *Christian Rattray*, and to *Rachael Ramsay* also his Niece, her youngest Daughter, the Sum of One hundred Pounds each; to *Agnes Ramsay* otherwise *Clarke*, Wife of \_\_\_\_\_ *Clarke*, in Liferent during all the Days of her Life, to run from Six Months after the Death of the Survivor of his said Spouse and him, and to her Children equally among them, Share and Share alike in Fee, the Sum of Five hundred Pounds; to the said Mrs. *Christian Rattray* or *Ramsay*, in the event of her surviving him, the Right of disposing of the Sum of Three hundred Pounds among such of her Sons as she should think proper by a Deed under her Hand, and which Sum the Truster directed his Trustees to pay, conform to such Appointment; to \_\_\_\_\_ *Yorke*, only Daughter of the Truster's Niece, the late Lady *Yorke*, the Sum of Five hundred Pounds; and lastly, to each of his accepting Trustees before named the Sum of Nineteen Pounds Nineteen Shillings for Souvenir; and it was provided that all the said Legacies should be payable at the Term foresaid, under the Penalty of a Fifth Part more in case of Failure, and should respectively bear Interest from the Term of Payment till paid, with and under the Burden of which Debts, Provisions, Purposes, and Legacies, and

*Rattray's Estate Act, 1865.*

and such others as the Truster might add by any Deed under his Hand at any Time of his Life, the said Trust Deed was granted in trust, and no otherways; declaring thereby that his Trustees should have full Power to sell and dispose of such Parts of his Estate and Effects generally therein-before disposed as his said Spouse should not retain or might wish to be disposed of, and that for the Purposes of the Trust, by Public Roup or Private Sale, upon such Notice and at such Prices as could be had, and to grant and execute all Writs needful to complete such Sales, whether in *Great Britain* or in *India*; and it was further declared that the Purchasers should have no Concern with the Application of the Prices, and that his Trustees should have Power to bind him and his Heirs and Representatives in absolute Warrantice; and in case there should be any Residue or Reversion of the Trust Funds and Subjects thereby conveyed, the Truster appointed his Trustees to make over the said Residue or Reversion as soon after the Death of the Survivor of his said Wife and himself as the Trust could be closed, to the Heir of the Truster's Body, or other Heir or Substitute called to the Succession of his Taillied Lands and Estate, and upon such Payment the said Heir should be bound to settle the Accounts of the said Trustees, and to discharge them of the Trust; and it was also declared that when the Liferent of the Truster's said Spouse, in case of her surviving him, should lapse by her Decease, and the whole Debts, Annuities, and Legacies left by him should be completely paid, or Funds provided and vested for that Effect, exclusive of the Rents of his said Taillied Lands, the Assignment to his Trustees of the Rents, Mails, and Duties of his Entailed Estate should cease and determine, and the Heir of Entail for the Time should be entitled to the full Possession and Enjoyment of the Entailed Estate in virtue of the said Deed of Entail: And whereas by a Codicil to his said Trust Deed, dated the Seventh Day of *April* Eighteen hundred and nineteen, the said Lieutenant Colonel *William Rattray*, on the Narrative that he had been called upon for Payment of a Bond for Five thousand Pounds, with Interest, in which he became bound for *David Rankine* Esquire, of *Dudhope*, restricted the Sum of Eight thousand Pounds directed to be paid to the Order of his said Wife by the said Trust Deed to such Part thereof as should remain over after deducting such Sum or Sums, Principal, Interest, and Expenses, as he or his Trustees should be obliged to pay under the said Bond for Five thousand Pounds, as the said Sums should be ascertained in the Issue of the Law Proceedings then going on respecting the same, and also, after deducting such Loss as he might suffer by holding certain Shares in the *Union East Indiaman*, which Balance, deducting as aforesaid, he appointed to be paid to the Order of his said Wife, in place of the said Sum of Eight thousand Pounds, with the Interest of the said Balance, and Penalty, as provided by the said Trust Deed; and

Codicil to  
Trust Dis-  
position and  
Settlement,  
dated 7th  
April 1819.

*Rattray's Estate Act, 1865.*

Deed of  
Entail by  
Colonel  
Rattray,  
dated 9th  
Dec. 1815.

and by the said Codicil he made various Alterations upon the Legacies bequeathed by the said Trust Deed, but without materially diminishing the Amount requiring to be paid; and he also provided that the Heir Male of his Body or other Heir of Taille entitled to the Possession of the Entailed Estate on the Death of the Survivor of his said Spouse and him, besides the Possession of the Mansion House and Offices, and East and West Gardens, should also be entitled to Possession of the Lawn on which the House and Offices stand, and the Ground between the House and the River, with that Portion of the Fields called *Cotholms* and *East Milnhaugh*, making in all Thirty Acres or thereby: And whereas by a Deed of Entail dated the Ninth Day of *December* Eighteen hundred and fifteen the said Lieutenant Colonel *William Rattray*, on the Narrative that he had of even Date therewith executed a Trust Disposition and Settlement of his Estate and Effects, excepting the Lands and others contained in the said Deed of Entail, in favour of certain Trustees, and in trust for the Purposes therein specified (being the Trust Deed herein-before recited), gave, granted, and disposed, with and under the Real Burden of the Debts, Provisions, Annuities, Legacies, and Assignations to Rents contained in his said Trust Deed, in manner and to the Extent after mentioned, to himself and Mrs. *Janet Henrietta Rankine* otherwise *Rattray* his Spouse, in conjunct Fee and Liferent, for her Liferent Use allenary, and to the Heirs Male to be procreated of his Body in the Order of their Birth, and to the Heirs Male of their Bodies, whom failing, to the Heirs Female to be procreated of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *David Rattray*, Lieutenant Colonel in the Army, then commanding the Sixty-third Regiment of Foot, his Nephew, eldest Son of his eldest Brother the late Doctor *David Rattray* of *Coventry*, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to Doctor *Charles Rattray* of *Daventry* in the County of *Northampton*, also his Nephew, Second Son of the said Doctor *David Rattray*, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to Captain *James Rattray* of the Royal Navy, also his Nephew, Third Son of the said Doctor *David Rattray*, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *James Rattray* Esquire, in the Civil Service of the Honourable *East India* Company at *Bengal*, also his Nephew, eldest Son of the late *James Rattray* Esquire, of *Arthurstone*, his Second Brother, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Robert Haldane Rattray* Esquire, also in the Civil Service of the *East India* Company at *Bengal*, his Nephew, Second Son of the said *James Rattray* his Brother, and the Heirs Male of his Body



*Rattray's Estate Act, 1865.*

in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Alexander Ramsay* his Nephew, eldest Son procreate of the Marriage between *Alexander Ramsay* Esquire, of *Kersehill*, and Mrs. *Christian Rattray*, his Sister German, and the Heirs Male of the Body of the said *Alexander Ramsay* his Nephew in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *James Ramsay* his Nephew, Second Son of the foresaid Marriage, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Michael Ramsay* his Nephew, Third Son of the foresaid Marriage, and the Heirs Male of his Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Jane Rattray*, eldest Daughter of the said Doctor *David Rattray*, his Brother, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Elizabeth Rattray*, next Daughter of the said Doctor *David Rattray*, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Selina Rattray*, Third Daughter of the said Doctor *David Rattray*, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Charlotte Rattray*, Fourth Daughter of the said Doctor *David Rattray*, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Lucy Rattray*, Fifth and youngest Daughter of the said Doctor *David Rattray*, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to the Second Son procreate of the Marriage between the late *Elizabeth Wake Rattray*, only Daughter of the said *James Rattray* of *Arthurstone*, his Brother, and Admiral Sir *Joseph Sydney Yorke*, her Husband, and to the Heirs Male of the Body of such Second Son in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to the Third and other younger Sons procreated of the said Marriage in the Order of their Birth, and the Heirs Male of their respective Bodies in the Order aforesaid, whom failing, to *Jane Ramsay*, eldest Daughter of the foresaid Marriage between the said *Alexander Ramsay* of *Kersehill* and Mrs. *Christian Rattray*, his Sister, and the Heirs Male of the said *Jane Ramsay's* Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Agnes Ramsay* otherwise *Clarke*, Second Daughter of the last-mentioned Marriage, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom failing, to *Rachael Ramsay*, youngest Daughter of the said last-mentioned Marriage, and the Heirs Male of her Body in the Order of their Birth, and the Heirs Male of their Bodies, whom all failing, to any other Person or Persons to be named or called in any Deed of Nomination under his Hand, whom likewise failing, to his own

[*Private.*]

3 c

nearest

*Rattray's Estate Act, 1865.*

nearest Heirs and Assignees whomsoever, in Fee, heritably and irredeemably, the eldest Heir Female and Descendant of her Body succeeding always without Division throughout the whole Course of Succession, and secluding Heirs Portioners, all and whole his Lands and Estate, to be now and in all Time coming called the Lands of *Downie Park, viz.*, all and whole the Lands of *Turfachie* and *Sturt*, with the Fishings of Salmon and other Fishes in the Water of *South Esk* belonging thereto, with Houses, Biggings, Yards, Tofts, Crofts, Annexis, Connexis, Dependencies, Outsets, Insets, Parts, Pendicles, Mosses, Muirs, Marshes, Plantings and other Trees and Woods upon the foresaid Lands, including *Buchan's Island* and Pertinents of the same whatsoever, bounded and limited as in the original Writs and Securities of the said Lands, lying within the Barony of *Kinalty*, Parish of *Tannadyce*, and Shire of *Forfar*; as also all and whole that Property and Privilege belonging to the said whole Lands of Grazing, Shealing, Pasturage, casting, winning, setting, and away taking of Peats and Turfs, of pulling and carrying away Heather, and of doing all other Acts of Property within the whole Bounds, Glens, Mosses, Muirs, Hills, and Pasturage Ground after specified; *viz.*, *Benscreavie, Classendrum, Blackhill, Donald Hill, Bushey Bog, Alderkin, Clashenkake, Boigincoul, Saddlekeiller, Craigssoles, Annangale Hills, Buchie's Easter and Wester, and Sheergreen*, and whole other Mosses, Muirs, Hills, Glens, and Pasturages used and wont which are properly the Head Rooms and Gleanings of the Barony of *Kinalty*, together with free Ish and Entry, Ingress and Regress, thereto, in and through the neighbouring and adjacent Lands, without any Impediment or Obstacle whatever, used and wont; and in like Manner all and whole those Parts and Portions of the Lands and Barony of *Kinalty* disposed by Mr. *Thomas Ogilvie* of *Kinalty* in favour of *James McDuff*, elder and younger, of *Turfachie*, designed as follows; *viz.*, all and whole the Town and Lands of *Cossacks*, with Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and just Pertinents of the same, as also the Corn Mill of *Kinalty*, and whole Mill Lands, with the Multures, Sucken and Sequels of the said Mill, Duties and Services belonging thereto, Intakes, Water-runners, Dams, and Leads, belonging to the said Mills, according to Use and Custom, together also with the whole Multures of the said Barony of *Kinalty*, comprehending the Town and Lands of *Overkinalty, Denhead, Knowhead, Forthcraigton, and Bogside*, the Town and Lands of *Netherkinalty, Craigie, Blackhillock, Sheriffbank, Auchlack, Cossacks, Turfachie, Sturt, Bridgend, and Eastmill, Ely Bound Hillocks and Bent*, in use to grind at said Mill; as also all and whole the Waulk Mill of *Kinalty*, with the Mill, Mill Lands as let with the said Mill, with Intakes, Dams, and Water-runners of said Waulk Mill, together with Houses, Biggings, Yards, Tofts, Crofts, Parts, and Pendicles of the said  
Corn

---

*Rattray's Estate Act, 1865.*

---

Corn and Waulk Mills and Mill Lands thereof, with Liberty and Privilege to the Possessors of the said Corn and Waulk Mills of pasturing and loaning upon and to the Commonties of the Barony of *Kinalty* by the Way of *Upper* and *Nether Kinaltys* and of *Cossacks* by the East Side of *Benscreavie*, *Craigregour*, and *Stonybriggs*, with Foggage, Fuel, Feal, and Divot, Mosses, Muirs, and Marshes belonging to the foresaid Lands of *Cossacks*, Corn and Waulk Mills, together also with the Woods and whole Trees upon the said Lands of *Cossacks*, and Lands of the said Corn and Waulk Mills, Yards thereof, and *Elys*; and likewise that Piece of Lands called *Ely* and *Island of Eastmill*, which Lands comprehend *Downie Park*, lying betwixt the Water of *Esk* and the Mill Lead, with the Fishings of Salmon and other Fishes upon the Water of *Esk* belonging to the same, all lying within the Barony of *Kinalty*, Parish of *Tannadyce*, and Shire of *Forfar*; as also all and hail the Lands of *Quieck*, formerly called *Auchnagray*, with the Mansion House, Houses, Biggings, and all its Pertinents; as also the Brewery, and that Croft called the Brewseat and Brewcroft of *Kinalty*, with Houses, Biggings, and hail Pertinents of the same, and the Pendicle called *Benscreavie*, and the Moss and Muir near thereto, so far as the same belonged to him, which are situated at a Distance from the Lands above described, all lying within the Parish of *Tannadyce*, and Sheriffdom of *Forfar*, and all which Lands were sometime possessed by *Charles Steward*, *James Mill*, *David Whyte*, *Thomas Bowman*, *James Young*, *Thomas Lowden*, and *Charles Black*, and others; and declaring that no Access to or from the said Lands is to be continued thereto by Fords through the Water of *Esk* and Estate of *Invercarity* at any Part whatever: And whereas the said Deed of Entail contains the usual Clauses and Provisions of a Deed of strict Entail according to the Law of *Scotland*, and it is also thereby expressly provided and declared that the Lands and others therein described were and should be burdened with Payment of the whole Debts due by the Truster at his Decease, and also with the Provisions, Annuities, and Legacies granted by him in his said Trust Deed, and with any others that might thereafter be granted by him at any Time of his Life by any Deed under his Hand, but that subsidiarily only to the Effect that the said Portions of his Entailed Estate should only be chargeable and affectable with the gratuitous Provisions in his said Trust Deed to the Extent of any Residue of such Provisions which his general Trust Funds should, on a Settlement of Accounts with his Trustees, have been found unable to defray; and it was by the said Deed of Entail further declared that, notwithstanding of the Fee thereby conceived in favour of the Heirs Male of his Body, and the other Heirs of Tailie before mentioned, their Right to the civil and natural Possession of the said Entailed Estate upon and after the Decease of the Survivor of the Truster's  
said

*Rattray's Estate Act, 1865.*

said Spouse and himself should be limited and restricted to the Mansion House and Offices, and East and West Gardens, amounting in all to Thirty Acres of Ground or thereby, around the House, conform to a Plan by a Land Surveyor therein referred to, and to an Annuity of Two hundred Pounds to be paid to such Heirs for the Time by his Trustees in manner prescribed by his said Trust Deed, and that the Possession and Management, and Rents, Mails, and Duties of the whole remaining Entailed Estate, should be and remain in his Trustees, subject to Payment of the said Annuity to the Heir of Entail for the Time, in trust for Payment and Performance of the Debts and Purposes of his said Trust Deed until full and complete Performance thereof; and declaring in Terms of the Declaration in the said Trust Deed that when the Purposes thereof were fulfilled the Assignation of the Rents, Mails, and Duties of the Entailed Estate should cease and determine, and the Heir of Entail for the Time should be entitled to the full Possession and Enjoyment of the Entailed Estate in virtue of the said Deed of Entail: And whereas the said Lieutenant Colonel *William Rattray* died on the Twentieth Day of *December* Eighteen hundred and nineteen: And whereas the Trustees named by the Truster in his said Trust Disposition and Settlement are all now dead: And whereas by Deed of Assumption dated the Twenty-fourth Day of *July* Eighteen hundred and fifty-four the said Mrs. *Janet Henrietta Rankine* or *Rattray*, Relict of the said Lieutenant Colonel *William Rattray*, on the Recital of the Conveyance to the Trustees named in the said Trust Deed, and that she was the only surviving and acting Trustee, and that it was proper and expedient that she should nominate other Trustees to act in the Management of the said Trust, nominated, constituted, and appointed *Thomas Lyell* Esquire, of *Shelhill, Kirriemuir, Forfarshire*, and *James Joseph Hamilton Lawson* Esquire, then residing at *Wardie* near *Edinburgh*, and the Survivor of them, to be Trustees along with her for executing the Purposes of the Trust Disposition and Settlement by the said Lieutenant Colonel *William Rattray* herein-before recited: And whereas the Truster left no Real Estate, except the Entailed Lands of *Downie Park* herein-before described: And whereas after the Truster's Death his Trustees realized his Personal Estate and paid off Debts to a considerable Amount, and the only Purpose of the Trust now unfulfilled is the Payment of the Remainder of the Truster's Debts, amounting to upwards of Three thousand Pounds, and of the Provisions and Legacies bequeathed by him, and which are specified in the Schedule to this Act annexed, including the Sum of One thousand five hundred and twenty-seven Pounds Eleven Shillings and One Penny, which *Donald Lindsay*, Accountant in *Edinburgh*, reported as the Sum due to the Executors of the said Mrs. *Janet Henrietta Rattray*, who died on the Thirteenth Day of *May* Eighteen hundred and sixty, under the special Provision made

to

Deed of  
Assumption  
of new Trus-  
tees, dated  
24th July  
1854.

*Rattray's Estate Act, 1865.*

to her of Eight thousand Pounds, as the same was modified by the said Codicil to the said Trust Deed; and all these Sums, so far as legally due and payable, remain Burdens on the said Entailed Estate: And whereas *John Hamilton Rattray*, the Heir of Entail in Possession of the said Entailed Estate, is a Lunatic, and the said *James Joseph Hamilton Lawson* was, on the Eleventh Day of *July* Eighteen hundred and fifty-four, appointed by the Court of Session in *Scotland* to be his Curator bonis: And whereas the clear Income from the said Entailed Estate does not exceed Eight hundred Pounds *per Annum*, and, after deducting the Annuity payable to the Heir of Entail in Possession, and the Interest of the Debts and Legacies, the Surplus which remains is so small that the Debts and Legacies will not be paid off for many Years, and most, if not all, of the Persons intended to be benefited by the Truster may die before receiving Payment of any Part of their Legacies; and the Annuity payable to the said *John Hamilton Rattray* is insufficient for his proper Maintenance: And whereas in order to provide for the Payment of the said Debts and Legacies, so far as legally due and payable, it is expedient that the said *James Joseph Hamilton Lawson* and *Thomas Lyell*, or the Heir of Entail in Possession of the said Estate for the Time being, should be authorized to borrow the Sum required for that Purpose on the Security of the said Entailed Estate, or to sell such Portion of the said Estate as will produce that Sum; and it would be for the Advantage of the said *John Hamilton Rattray*, and of the Heirs of Entail entitled to succeed to the said Estate, and of the several Persons entitled to the said Debts and Legacies, if Powers of borrowing and selling as aforesaid were granted to the said *James Joseph Hamilton Lawson* and *Thomas Lyell*, or the Heir of Entail in Possession, and if Provision were made for winding up the said Trust; but these Objects cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

1. It shall be lawful for the said *James Joseph Hamilton Lawson* and *Thomas Lyell*, or the Survivor of them, (herein-after called the Trustees,) with the Consent and Concurrence of the Curator bonis for the Time being of the said *John Hamilton Rattray*, to borrow, for the Purposes and subject to the Provisions of this Act, the Sum required to pay the Debts and Legacies specified in the Schedule to this Act annexed, and the Interest due and to become due thereon, and the Costs and Charges of applying for and obtaining this Act and incidental thereto, and of carrying the same into effect, and to charge the Fee and Rents of the said Entailed Estate of *Downie*

Power to  
Trustees to  
borrow  
Money.

[Private.]

3 d

*Park,*

*Rattray's Estate Act, 1865.*

*Park*, herein-before described, other than and except the said Mansion House and Offices, and East and West Gardens, amounting in all to Thirty Acres of Ground around the House, with the said Sum or any Part thereof, by granting, with the Consent and Concurrence of the said Curator bonis for the Time being, a Bond and Disposition in Security or Bonds and Dispositions in Security over the said Estate, excepting as aforesaid, for the Money so borrowed, with the Interest thereof, at any Rate not exceeding Five Pounds *per Centum per Annum* from the Date at which such Money is advanced until repaid, and with corresponding Penalties in case of Nonpayment; and every such Bond and Disposition in Security may be in ordinary Form, binding the Heir of Entail in Possession and the Heirs of Entail entitled to succeed to the said Estate in their Order successively to repay the Principal Sum therein contained, with Interest and Penalties, and may contain a Power of Sale and other Clauses usual in Bonds and Dispositions in Security granted over Estates in *Scotland* held in Fee Simple; and the said Curator bonis for the Time being is hereby authorized to give his Consent and Concurrence to the borrowing of Money and the granting of Bonds and Dispositions in Security as herein-before provided.

Heirs of  
Entail to  
pay Interest  
on Money  
borrowed.

2. The said *John Hamilton Rattray*, the Heir of Entail in Possession, or his Curator bonis for the Time being, shall be bound during his Possession of the said Estate, and the Heirs Substitute entitled to succeed to the said Estate in their Order successively shall be bound, each during his own Possession of the said Estate, to pay at the stipulated Terms in each Year and keep down the Interest on such Bonds and Dispositions in Security accruing during their Possession respectively of the said Estate; and the Remedy competent to the Creditors against the Fee and Rents of the said Estate on such Bonds and Dispositions in Security shall be limited to the Principal Sum therein contained, with Two Years Interest thereon and corresponding Penalties, without Prejudice to the Remedy of the Creditors for any further Arrears of Interest against the Heir in Possession bound to pay and keep down the same, and against his Representatives or his separate Estate, including the Rents of the said Estate during his Possession of the same.

Power to  
Trustees to  
sell Part of  
Entailed  
Estate.

3. If the Trustees think it more expedient to raise the Sum required for the Purposes before specified, or any Part thereof, by the Sale of Part of the said Entailed Estate, instead of by borrowing Money, as herein-before provided, they may, with the Consent and Concurrence of the Curator bonis for the Time being of the said *John Hamilton Rattray*, which Consent and Concurrence the said Curator Bonis is hereby authorized to give, apply to the Court of Session in *Scotland* by summary Petition for Authority to sell such

Portions

*Rattray's Estate Act, 1865.*

Portions of the said Estate, other than and except the said Mansion House, Offices, East and West Gardens, and Ground around the House, as may be necessary to raise the said Sum or Part thereof, and on such Application being presented the said Court may make such Orders and take such Proceedings as they think fit, and may grant Authority to the Trustees to sell by Public Auction or by Private Sale, and on such Terms and Conditions as may be directed or approved by the said Court, such Portions of the said Estate, except as aforesaid, as may be disposed of to the greatest Advantage, and with the least Injury to the Interests of the Heirs of Entail, and to grant Dispositions, Conveyances, and all other Deeds necessary for effecting such Sales; and it shall not be necessary to have the Consent to such Application of any of the Heirs of Entail entitled to succeed to the said Estate, or to make any Intimation or Advertisement of such Application.

4. The Portions of the said Estate which may be sold under the Authority of this Act and of the Court of Session, as herein-before provided, shall be freed and discharged of all the Debts and Legacies specified in the Schedule to this Act annexed, and all Interest due or to become due thereon, and of all other Debts and Claims due or owing by the said Lieutenant Colonel *William Rattray*, or his Heirs and Representatives or his Trust Estate, and of the Burdens, Provisions, Conditions, Restrictions, and Clauses irritant and resolute contained in the Deed of Entail or the Trust Disposition and Settlement herein-before recited; and the Dispositions and Conveyances to the Purchasers thereof shall be granted and executed by the Trustees and the Curator bonis for the Time being of the said *John Hamilton Rattray*, and shall confer on such Purchasers a valid Title in Fee Simple to the Lands so purchased by them respectively, freed and discharged of all the said Debts, Legacies, and Claims, and of the said Burdens, Provisions, Conditions, Restrictions, and Clauses irritant and resolute.

Portions of Estate sold to be freed from Debts and Fetters of Entail.

5. The Trustees shall, as soon as conveniently may be after receiving the Money by this Act authorized to be raised by borrowing or Sale, pay the Debts and Legacies specified in the Schedule to this Act annexed, so far as legally due and payable, with the Interest due thereon, to the Parties respectively entitled thereto; and in the event of any Creditor or Legatee, or the Representative of any Creditor or Legatee, or any Person entitled to any such Legacy or Debt, not being found, or of competing Claims being made, or any Question being raised as to the Right of the Parties entitled to any such Legacy or Debt, the Trustees may consign the Amount of such Debt and Interest in any of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter, in the Name of the Accountant of the Court of Session for the Time being, for the Purpose of being paid to the Party who may be found to be entitled thereto

Payment of Debts and Legacies.

by

*Rattray's Estate Act, 1865.*

by the Order or Decree of the Court of Session or any other competent Court; and the Receipt to be granted by the Manager or other Officer of such Bank on such Consignation being made shall be a sufficient Discharge to the Trustees for the Sum so consigned.

Saving  
Rights and  
Objections  
to Legacies  
and Provi-  
sion.

6. And whereas Doubts have been entertained whether the Legacies specified in the Schedule to this Act annexed vested in the Persons named in the said Trust Disposition and Settlement and Codicil by the said Lieutenant Colonel *William Rattray*, or in such of them as did not survive the said Mrs. *Janet Henrietta Rankine* or *Rattray*, his Widow, and whether or to what Extent such Legacies and the Balance of the Provision in favour of the said Mrs. *Janet Henrietta Rankine* or *Rattray* are now legally due and payable or are Burdens on the said Entailed Estate: Be it enacted, That nothing in this Act contained, nor the Insertion and Specification in the said Schedule of the said Legacies and of the Balance of the said Provision, shall be held or construed as conferring any legal Right on the Persons named in the said Schedule, or their Heirs, Executors, or Assignees, to demand or receive Payment of any of the Legacies, or of the Balance of the said Provision specified in the said Schedule, or any Part thereof respectively, or to have the same made or constituted Burdens on the said Entailed Estate; and nothing in this Act or in the said Schedule contained shall prejudice or affect the Rights or Claims of any Legatee or Beneficiary or other Person interested under the said Trust Disposition and Settlement and Codicil, or the Heirs, Executors, or Assignees of any such Legatee, Beneficiary, or other Person as aforesaid, or any Question or Objection in Law which may be raised with respect to such Rights and Claims; and all such Rights and Claims, and all Objections thereto, are hereby saved and reserved entire as if this Act had not been passed.

Powers of  
this Act may  
be exercised  
by Heir of  
Entail in  
Possession,  
if not exe-  
cuted by  
Trustees.

7. In the event of the Powers and Provisions of this Act not being fully carried into effect by the Trustees during the Life of the said *John Hamilton Rattray*, it shall be lawful for the Heir of Entail in Possession of the said Estate, or his Curator or other lawful Guardian if he is in Minority or under any legal Disability or Incapacity, to borrow the Money by this Act authorized to be borrowed for the Purposes thereof as herein-before provided, or any Part of such Money, and to charge the Fee and Rents of the said Estate, other than and except as aforesaid, with the Money so borrowed and Interest thereof, or to apply for and obtain the Authority of the Court of Session to sell such Portions of the said Estate as may be necessary to raise the Sum required for the Purposes of this Act, in the same Form and Manner and with the same Powers as is herein-before provided with respect to the borrowing of Money or selling of Portions of the said Estate by the Trustees.

8. The



*Rattray's Estate Act, 1865.*

8. The Money raised by the Trustees, or by any Heir of Entail in Possession of the said Estate, or his Curator bonis or other lawful Guardian, by borrowing or by the Sale of Portions of the said Estate, as herein-before provided, shall be applied in Payment of the Debts and Legacies specified in the Schedule to this Act annexed, and the Interest due and to become due thereon, and the Costs and Charges of applying for and obtaining this Act and incidental thereto, and of carrying the same into effect, and to no other Purpose whatsoever.

Application  
of Money  
raised.

9. The Lenders of any Sum or Sums of Money borrowed under the Authority of this Act, and the Purchasers of any Portion of the said Estate sold under the Authority of this Act, shall not be in any way concerned with or bound to see to the Application of the Money lent or the Prices paid by them respectively.

Lenders and  
Purchasers  
not con-  
cerned in  
Application  
of Money.

10. The said *John Hamilton Rattray*, or his Curator bonis while he is incapacitated or under legal Disability, and the Heir of Entail in Possession of the said Estate for the Time, or his Curator bonis or other lawful Guardian if he is in Minority or under any legal Disability or Incapacity, shall have all the Powers conferred on Heirs of Entail by the Act Eleventh and Twelfth *Victoria*, Chapter Thirty-six, intituled *An Act for the Amendment of the Law of Entail in Scotland*, and any other Acts amending the said Act, for enabling any such Heir to sell Portions of the said Estate, other than and except the said Mansion House, Offices, East and West Gardens, and Ground around the House, under the Provisions of the said Act or Acts, for the Payment of any Money borrowed and charged on the said Estate under the Authority of this Act.

Heirs of  
Entail may  
sell Portions  
of Estate for  
Payment of  
Money bor-  
rowed.

11. If, in the Case of the Sale of any Portion of the said Estate, under the Provisions of this Act, any Surplus of the Price shall remain after Payment of the said Debts and Legacies and Interest, and Costs and Charges, as before specified, such Surplus shall be applied under the Direction of the Court of Session in the same Manner and to the same Purposes as any Surplus of the Price of Lands sold may be applied under the Provisions of the said Act Eleventh and Twelfth *Victoria*, Chapter Thirty-six.

Application  
of Surplus of  
Price of  
Lands sold.

12. If the said *James Joseph Hamilton Lawson* and *Thomas Lyell*, or either of them, shall resign the Office of Trustee under this Act, which they are respectively hereby authorized to do, or shall die, or become incapable of acting in the Trust created by this Act before the Purposes thereof are carried into effect, the Court of Session, on the Application by summary Petition of the surviving Trustee, or of any of the Heirs of Entail in Possession of or entitled to succeed to the said Estate, or of any Person beneficially interested in the Trusts created by the said Trust Disposition and Settlement

Providing  
for Appoint-  
ment of new  
Trustees.

[Private.]

*Rattray's Estate Act, 1865.*

or by this Act, may appoint One or more fit Persons to be a Trustee or Trustees to act along with or after the surviving Trustee in carrying into effect the Purposes and Provisions of this Act; and the Trustee or Trustees so to be appointed shall have and be subject to all the Powers, Authorities, Privileges, and Obligations which are hereby conferred and imposed on the Trustees appointed by this Act; and any Two of the Trustees appointed or to be appointed as aforesaid, while more than Two are alive and acting, shall be a Quorum.

Trustees  
not to be  
liable for  
Omissions.

**13.** The Trustees appointed or to be appointed under the Provisions of this Act shall not be liable for Omissions, and each Trustee shall only be liable for his own Acts and Intromissions, and shall not be liable for the Acts and Intromissions of his Co-trustees; and all Costs and Charges which may be paid or incurred by the Trustees or any of them in the Execution of this Act shall be reimbursed and repaid to them out of the Money to be raised under the Authority of this Act.

Court of  
Session may  
discharge  
the Trust-  
tees.

**14.** On the said Debts and Legacies being paid or consigned as herein-before provided, the Trustees may apply to the Court of Session by summary Petition for a Discharge of their Actings and Intromissions under the said Trust Disposition and Settlement and under this Act; and on such Application being presented the said Court may make such Orders and take such Proceedings as they think fit, and may declare the Trust created by the said Trust Disposition and Settlement to be wound up, and may discharge the Trustees of their whole Actings and Intromissions under the said Trust Disposition and Settlement and this Act.

Procedure  
in Applica-  
tions to the  
Court of  
Session.

**15.** All Petitions and Applications to the Court of Session under the Provisions of this Act shall be brought before the Junior Lord Ordinary officiating in the Outer House, and may be dealt with and disposed of by him in the same Manner and with the same Powers as Petitions and Applications to the said Court may be dealt with and disposed of under the Provisions of the Act Twentieth and Twenty-first *Victoria*, Chapter Fifty-six, intituled *An Act to regulate the Distribution of Business in the Court of Session in Scotland*.

Deed of  
Entail and  
Order of  
Succession  
not to be  
affected.

**16.** Nothing in this Act contained shall be held or construed to alter, innovate, or defeat the said Deed of Entail and other Titles and Investitures of the said Estate, or the Order of Succession thereby established, excepting in so far as may be necessary to carry into effect the Purposes of this Act; and the said *John Hamilton Rattray*, or the Heir of Entail in Possession of the said Estate for the Time, shall not incur any Irritancy or Forfeiture by reason of the Trustees or the said Curator bonis, or the Heir of Entail in Possession, or his Curator or other lawful Guardian, executing any Bond and Disposition in Security, Disposition, Conveyance, or other Deed which

*Rattray's Estate Act, 1865.*

which may be executed under the Authority of this Act, and for the Purpose of carrying the same into effect.

17. And whereas Major *Thomas Rattray* of the *Bengal Staff* Corps, One of the Heirs of Entail entitled to succeed to the said Entailed Estate, is at present in *India*, and his Consent to this Act has not been proved: Be it enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *Thomas Rattray*, or the Heirs Male of his Body, until the said *Thomas Rattray*, or, in the event of his Decease, until the Heir Male of his Body, being of lawful Age, shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, and such Consent shall be registered as a probative Writ in the Books of Council and Session at *Edinburgh*, and from and after the Registration of such Consent the same shall be deemed and taken as Part of this Act, and shall be as conclusive and binding upon the said *Thomas Rattray* and the Heirs Male of his Body as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; namely,

Consent  
of Major  
Thomas  
Rattray or  
his Heir  
Male to be  
obtained.

‘ I [Name and Description of the Person giving the Consent] do  
‘ hereby consent to an Act of Parliament passed in the Twenty-  
‘ eighth and Twenty-ninth Year of the Reign of Her Majesty Queen  
‘ Victoria, intituled “ An Act to authorize the borrowing of Money on  
‘ “ the Security of the Entailed Estate of Downie Park in the County  
‘ “ of Forfar, or the Sale of a Portion of the Estate, for the Purpose  
‘ “ of paying the Debts and Legacies affecting the same.” Given  
‘ under my Hand, this            Day of            One thousand eight  
‘ hundred and            ’

18. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons or Bodies Politic or Corporate, their Heirs and Successors, Executors, Administrators, and Assigns, (save and except the said *John Hamilton Rattray* and the Heirs of Entail entitled to succeed to the said Estate,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Estate as they or any of them had before the passing of this Act, or might claim or demand if this Act had not been passed.

Saving  
Clause.

19. The Costs and Charges of applying for and obtaining this Act and incidental thereto shall be paid by the Trustees out of the Money to be raised by them under the Provisions of this Act, or out of any other Money in their Hands belonging to the said Trust Estate.

Expenses of  
Act.

20. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

SCHE-

*Rattray's Estate Act, 1865.*

## SCHEDULE referred to in this Act.

## DEBTS and Legacies payable by the Trustees of the late Lieutenant Colonel William Rattray of Downie Park.

## I.—DEBTS.

1. Sum in Bill granted by the Truster to Colonel David Rattray	-	-	£1,600	0	0
This Debt was paid by Mrs. Rattray, the Truster's Widow, out of her own Funds, and is now due to her Executors.					
2. Balance of a Bond for £5,000 now due to the Representatives of the late Captain Grove	-	-	-	1,500	0 0
				<u>£3,100</u>	<u>0 0</u>

## II.—LEGACIES.

1. Balance of Provision of £8,000 in favour of Mrs. Rattray, the Truster's Widow, after deducting the Sum which was found due by the Truster under his Bond for Mr. Rankine of Dudhope	-	-	£1,527	11	1
2. Legacies payable at the First Term of Whitsunday or Martinmas, Six Months after Mrs. Rattray's Death:					
The Daughters of Dr. Charles Rattray	-	£900	0	0	
William Rattray, Son of Dr. Charles Rattray	100	0	0		
Captain James Rattray, R.N.	-	1,000	0	0	
David Wilmer	-	50	0	0	
Jean Wilmer	-	50	0	0	
William —, Son of Mrs. Selina Rattray	100	0	0		
Mrs. Elizabeth Rattray or Wedderburn	-	50	0	0	
Mrs. Charlotte Rattray or Watkins	-	50	0	0	
Jean Ramsay	-	100	0	0	
Rachael Ramsay	-	100	0	0	
Agnes Ramsay or Clarke, in Liferent, and her Children in Fee	-	500	0	0	
— Yorke, Daughter of Lady Yorke	-	500	0	0	
William Fountaine	-	100	0	0	
Charles Rattray	-	450	0	0	
James Rattray	-	450	0	0	
The Nine accepting Trustees appointed by the Truster—£19 19s. each	-	179	11	0	
				<u>4,679</u>	<u>11 0</u>
					<u>6,207 2 1</u>
					<u>£9,307 2 1</u>

to

(Signed) *Chris. Kerr.*

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1865.