



CHAPTER 2.

An Act to authorise the sale of certain portions of the lands of Dochfour in the county of Inverness, being parts of the entailed estates now held by Evan Baillie of Dochfour, and to authorise the purchase of other lands to be entailed, to excamb portions of said entailed estates in the parish of Laggan for Dunain, Ness Castle, and others in the parish of Inverness; and for other purposes. [13th July 1876.]

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WHEREAS by a deed of entail dated the 19th and 26th days of August in the year 1865, and recorded in the new general register of sasines, &c. at Edinburgh the 2nd day of September thereafter, and in the register of entails the 28th day of November 1865, and executed by the now deceased Colonel Hugh Duncan Baillie of Redcastle and Tarradale, Evan Baillie of Dochfour, Matthew James Higgins of London, William Brodie of Brodie, and John Baillie Baillie of Leys in the county of Inverness, herein-after called Baillies' Trustees, the surviving, accepting, and acting Trustees original and assumed of the deceased James Evan Baillie of Kingussie and Glenelg under his trust disposition and settlement dated the 9th day of December 1846, and codicil thereto dated the 15th day of December 1847, and also under his deed of instructions dated the 23rd day of December 1858, in reference to said settlement and addition to said deed of instructions of date the 11th day of May 1860, all recorded in the books of council and session the 30th day of July 1863, and also under a deed of assumption executed by the three first-named Trustees in favour of the said William Brodie and John Baillie Baillie, dated 11th and 12th May 1865, Baillies' Trustees, after reciting that the said deceased James Evan Baillie, by his said trust disposition and settlement, had disposed to them for the purposes therein specified his lands and estates of Kingussie and others therein mentioned, did thereby in terms of the direction to them to that effect contained in the said deed of instructions grant and dispoise to the said Evan Baillie and

Entail of Kingussie and others by trustees of the late James Evan Baillie, Esq., dated 19th and 26th August 1865.

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the heirs male procreated or to be procreated of his body, and the heirs male procreated of their bodies; whom failing, to the said Hugh Duncan Baillie in liferent for his liferent use allenary; whom failing, to Henry James Baillie, son of the said Hugh Duncan Baillie, in fee, and the heirs male procreated or to be procreated of his body, and the heirs male procreated of their bodies; whom failing, to Major Anthony Martin, sometime of the late Fourth Bengal Irregular Cavalry, now Lieutenant-Colonel on half-pay in the Indian Army, and the heirs male procreated or to be procreated of his body, and the heirs male of their bodies; whom failing, to Henry Arthur Skey, now Ensign in Her Majesty's 54th Foot, and the heirs male procreated of his body subsequent to the date of the said deed of instructions, and the heirs male of their bodies; whom all failing, to and in favour of the said Evan Baillie, his nearest heirs and assignees whomsoever, all and whole the estates, lands, grazings, fishings, mills, mill lands, multures, thirlage, and others therein mentioned and fully described:

Lands of
Brae Roy,
Laggan, and
Kingussie
included in
said entail.

And whereas all and whole the lands and estate of Brae Roy, being the whole lands comprehended within the entail in the parish of Kilmonivaig in Lochaber in the county of Inverness, and described as Parcel First in the Third Schedule to this Act annexed, all and whole the lands of Garvamore, Strathmashie, Garrygask, and others, being the whole lands comprehended within the entail in the parish of Laggan in the county of Inverness, and described as Parcel Second in the Third Schedule to this Act annexed, and which are herein-after referred to as "the Lands of Laggan," and the lands of Ballachroan and others, described as Parcel Fourth in the said Third Schedule as "Lands of Kingussie," all conform to their ancient boundaries and marches, form parts of the lands and others granted and disposed by Baillies' Trustees by the deed of entail before recited:

And whereas the gross annual rental received from the lands and estate of Brae Roy amounts to the sum of £1,445 as set forth in the Fourth Schedule hereunto annexed, and the gross annual rental received from the lands of Laggan amounts to the sum of £3,975 15s. as set forth in the Fifth Schedule to this Act annexed:

Conditions,
prohibitions,
&c. of said
entail.

And whereas the said lands and others so granted and disposed by Baillies' Trustees were granted and disposed always under the conditions, provision, and declaration, and clause of registration in the register of entails written and contained in the said deed of entail, and, inter alia, under the condition that the several lands, estates, and others should be taken and possessed under said deed of entail only, and upon no other title whatsoever, and that in all writs, transmissions, and investitures of the same there should be

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inserted at length the whole foresaid destinations and the whole conditions, prohibition, and declaration, and clause of registration therein expressed, or at least a valid reference to the same in terms of law, but conferring upon the said Evan Baillie and the other heirs succeeding under the entail all the powers and faculties which at the date of the said deed of instructions were conferred upon heirs of entail by the Act 10 George III., chapter 51, commonly called the Montgomery Act, by the Act 5 George IV., chapter 87, commonly called Lord Aberdeen's Act, by the Act 6 and 7 William IV., chapter 42, commonly called the Rosebery Act, and by the subsequent Acts amending the same, namely, the Act 1 and 2 Victoria, chapter 70, and the Act 4 and 5 Victoria, chapter 24:

And whereas the said Evan Baillie has been in possession since the term of Whitsunday 1865 of the said lands and others as heir of entail under the said deed of entail, and the heir next entitled to succeed to him under the same is his grandson James Evan Baillie, eldest son of Evan Peter Montagu Baillie, younger, of Dochfour (who was heir-apparent, but who died on the 10th day of November 1874), and failing the said James Evan Baillie, the heir next entitled to succeed to the said entailed estates is Augustus Baillie, second son of the said Evan Peter Montagu Baillie; whom also failing, then Albert Victor Baillie, third son of the said Evan Peter Montagu Baillie:

Possession of entailed estates by Evan Baillie, Esq., of Dochfour.

Heirs entitled to succeed him.

And whereas the said Evan Peter Montagu Baillie left at his death a trust disposition and settlement, dated and executed by him the 1st day of November 1872, and recorded in the sheriff-court books of the county of Inverness the 7th day of December 1874, whereby he nominated and appointed the Right Honourable Victor Alexander Earl of Elgin and Kincardine, the Honourable Thomas Charles Bruce, of Hill Street, London, and Francis Henry Beaumont, of Buckland Lodge, Reigate, to be tutors and curators to his children, including the said James Evan Baillie, Augustus Baillie, and Albert Victor Baillie, who are all still in minority, and the said tutors accepted and acted and still act in the said offices:

Tutors and curators of next heirs.

And whereas the said Evan Baillie, in addition to the deceased Evan Peter Montagu Baillie, had one other son only, William Montagu Baillie, whose only male issue is a son, Granville Hugh Baillie, who is in pupillarity:

And whereas the said Hugh Duncan Baillie is dead, and his only son the said Henry James Baillie, now of Redcastle, and Hugh Sydney Baillie and Francis Baillie his sons, are the three heirs of entail of full age next entitled to succeed to the said estates after the said three sons of Evan Peter Montagu Baillie, and after William Montagu Baillie and his said son:

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Lands of Brae Roy separated from rest of entailed estate.

And whereas the said lands of Brae Roy and the said lands of Laggan lie at a great distance from the rest of the lands and others granted and disposed by the said deed of entail, and from the ancient family and residential estate of Dochfour, which is in the immediate neighbourhood of the town of Inverness, and which is held under entail with the same destination as above expressed :

Contiguity of Brae Roy and Laggan to Sir John William Ramsden's estate of Ardverikie.

And whereas the said lands of Brae Roy and the said lands of Laggan lie contiguous to the estate of Ardverikie in the parish of Laggan, belonging to Sir John William Ramsden, of Byram, in the county of York, Baronet, and the said Sir John William Ramsden's estate of Dunain, which formerly pertained to and formed a portion of the old family estate of the said Evan Baillie, and his lands of Lochend, Bona, Hilton, and Ness Castle, herein-after referred to as the Dunain estates and which are described in Parcel Third of the Third Schedule to this Act annexed, lie contiguous to the estate of Dochfour, and come close up to and nearly surround the mansion-house and policies thereof :

Contiguity of Ness Castle, Dunain, &c. to Dochfour.

And whereas the gross annual rental received from the Dunain estates amounts to the sum of £4,453 7s. as set forth in the Sixth Schedule to this Act annexed :

And whereas the said lands of Brae Roy have been valued by competent persons at the sum of £42,756, the lands of Laggan at the sum of £114,522, and the Dunain estates at £124,019 4s. 7d., conform to the Eighth Schedule to this Act annexed :

Agreement for excambion between Mr. Baillie and Sir John W. Ramsden.

And whereas by agreement dated the 24th and 30th days of May and the 5th day of June 1873, entered into between the said Evan Baillie, with the consent and concurrence of the said Evan Peter Montagu Baillie his eldest son, and then the next heir of entail entitled to succeed to the said estates for himself, and as administrator-at-law of his said sons James Evan Baillie (therein named James Evan Bruce Baillie) and Augustus Baillie on the one part, and the said Sir John William Ramsden on the other part, it was agreed for the mutual advantage of the parties and the amenity of their respective estates in Inverness-shire to enter with the sanction of Parliament into an excambion, by which on the one hand the lands of Laggan belonging to the said Evan Baillie should be added to the estate of Ardverikie in that parish belonging to the said Sir John William Ramsden, and on the other hand the Dunain estates belonging to the said Sir John William Ramsden, or then about to be and since acquired by him, should be added to Dochfour, the value and amenity of which would be thereby greatly enhanced, and it was also agreed that in the event of any obstacle arising to render it impossible for either of the parties to give a

satisfactory title to the other by the term of Martinmas 1876 at A.D. 1876. latest, then the agreement should become void :

And whereas the said Sir John William Ramsden, on account of the contiguity as aforesaid of the lands of Brae Roy to his estate of Ardverikie, offered to purchase the said lands of Brae Roy at the price of £57,500, being a price considerably exceeding the estimated value of the said lands :

Offer of Sir J. W. Ramsden to purchase Brae Roy, price 57,500*l.*

And whereas the said Evan Baillie, heir of entail in possession, and the Right Honourable the Earl of Elgin and Kincardine, the Honourable Thomas Charles Bruce, and Francis Henry Beaumont, tutors and curators aforesaid of the said James Evan Baillie, the heir of entail next in order of succession to said estates, and of the said Augustus Baillie and Albert Victor Baillie, considered that it was for the advantage of the heir of entail in possession, and of the heirs of entail who may hereafter become entitled to succeed under the said deed of entail, that the said offer should be accepted, and that the sale of the said lands to the said Sir John William Ramsden should be effected with the sanction of Parliament :

Advantage of heirs of entail that offer should be accepted.

And whereas by an agreement made and dated the 15th and 19th days of July and 1st and 20th days of September 1875 between the said Evan Baillie and the said James Evan Baillie, who is above pupillarity but still in minority, with consent and concurrence of the said Right Honourable Victor Alexander Earl of Elgin and Kincardine, and the Honourable Thomas Charles Bruce, being a majority and quorum of the acting tutors and curators of the said James Evan Baillie and Augustus Baillie of the first part, and the said Sir John William Ramsden, Baronet, of the other part, the said parties of the first part agreed to sell, with the sanction of Parliament, and the said Sir John William Ramsden agreed to buy, all and whole the said lands and estate of Brae Roy at the price of £57,500, payable as in the said agreement mentioned, with interest from Whitsunday 1876, and it was thereby further agreed that in the event of power being withheld so that a satisfactory title could not be given the said agreement should cease and determine :

Agreement to sell Brae Roy for 57,500*l.*, with sanction of Parliament.

And whereas the lands of Kingussie in the county of Inverness, described as Parcel Fourth in the Third Schedule to this Act annexed, also form part of the said entailed lands and estates, and are wholly detached and distant from the rest of the lands conveyed and settled by the said deed of entail necessitating separate management, and the same might be disposed of to great advantage, and the price thereof (after deducting the necessary expenses) might be applied in the purchase of other lands near the town of Inverness, and the said estate of Dochfour, so as to lessen the expense and add to the convenience of management and at the same time produce a

A.D. 1876. larger income to the said Evan Baillie and the other heirs of entail aforesaid :

Annuity
to Lady
Georgiana
F. Montagu
or Baillie.

And whereas by bond of annuity dated the 1st, and recorded in the general register of sasines the 6th, both days of December in the year 1865, the said Evan Baillie provided for his wife Lady Georgiana Frederica Montagu or Baillie in liferent during her life, in case she should survive him, an annuity of £1,500 to be taken furth of the lands granted by the said deed of entail (including the said lands of Laggan, Brae Roy, and Kingussie), but under all the conditions and limitations contained in the Act 5 George IV., chapter 87, commonly called Lord Aberdeen's Act, in so far as the same were applicable thereto, and under the declaration that the annuity was granted and should be accepted by his wife in full satisfaction of his obligation in their marriage settlement, which is dated the 20th and 30th December 1823 and 10th May 1824, and bond and disposition in security in implement thereof dated 2nd May 1826, which marriage settlement and bond and disposition were in consequence discharged by Colonel Hugh Duncan Baillie (since deceased) as the then sole surviving trustee under the same, which discharge is recorded in the register of sasines at Edinburgh on 16th November 1866 :

Provision
to Wm. M.
Baillie.

And whereas by bond of provision dated the 1st, and registered in the books of council and session the 6th, both days of December 1865, the said Evan Baillie provided for his second son, William Montagu Baillie, a sum of £10,000 to be paid furth of the lands granted by the said deed of entail (including the said lands of Laggan, Brae Roy, and Kingussie) :

Provision to
the Honour-
able Mrs. Col-
ville.

And whereas by bond of provision dated the 1st, and registered in the books of council and session the 6th, both days of December 1865, the said Evan Baillie provided for his daughter the Honourable Georgiana Mary Montagu Baillie or Colville a sum of £10,000 to be paid furth of the said lands granted by the said deed of entail (including the said lands of Laggan, Brae Roy, and Kingussie) :

Provision to
Mrs. Beau-
mont.

And whereas by bond of provision dated the 26th, and recorded in the books of council and session the 30th, both days of July 1866, the said Evan Baillie provided for his daughter Mary Emily Baillie or Beaumont, in the said bond called Mary Baillie or Beaumont, a sum of £10,000 to be paid furth of the lands granted by the said deed of entail (including the said lands of Laggan, Brae Roy, and Kingussie) :

Provision to
Lady Wyn-
ford.

And whereas by bond of provision dated the 9th, and recorded in the books of council and session the 10th, both days of June 1869, the said Evan Baillie provided for his daughter the Right

Honourable Caroline Eliza Baillie, now Lady Wynford, and her representatives, claiming in virtue of the marriage settlement herein-after mentioned, a sum of £10,000 to be paid furth of the lands granted by the said deed of entail (including the said lands of Laggan, Brae Roy, and Kingussie), but under the declaration that the provision was granted and should be accepted by his daughter in full of all claims under the settlement or contract of marriage betwixt her and her spouse the Right Honourable William Draper Mortimer Best Baron Wynford, of Wynford, to which settlement the said Evan Baillie was a party, and in full of all other family claims:

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And whereas by settlement last above mentioned, which is dated 16th December 1857, made between the said Evan Baillie of the first part, the Honourable William Draper Mortimer Best of the second part, Caroline Eliza Montagu Baillie, Spinster, one of the daughters of the said Evan Baillie, of the third part, and the said Evan Peter Montagu Baillie, William Montagu Baillie, Thomas Best, and the Honourable Frederick Barnewell Best of the fourth part, the said Evan Baillie bound himself, his heirs, executors, or administrators, to pay to the said Evan Peter Montagu Baillie, William Montagu Baillie, Thomas Best, and the Honourable Frederick Barnewell Best, of Park Place, as Trustees for the purposes of the said settlement, the sum of £5,000 on the 16th day of June then next, and a further sum of £5,000 within six months after the decease of the survivor of the said Evan Baillie and his wife:

And whereas the said Evan Peter Montagu Baillie and Frederick Barnewell Best having died, and the said William Montagu Baillie having gone to reside abroad, Francis Henry Beaumont and Charles John Dimond were, by an indenture dated the 8th day of February 1876, and made between the said Baron Wynford, then the Honourable William Draper Mortimer Best, and Lady Wynford, then Caroline Eliza Montagu Baillie, of the first part, the said William Montagu Baillie and Thomas Best of the second part, and the said Francis Henry Beaumont and Charles John Dimond of the third part, appointed new Trustees in their room under the settlement last above mentioned:

And whereas the above annuity and bonds of provision are the whole debts affecting or that may be made to affect the fee of the said entailed estate:

And whereas on the recital that the said Evan Baillie had recently expended various sums of money in building farm and other houses upon and otherwise improving the entailed estates, and that, with the approval of the said Evan Peter Montagu Baillie,

Agreement
as to estate
improve-
ments
between
Mr. Baillie

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and his eldest
son E. P. M.
Baillie.

he was then effecting improvements on the mansion-house and building offices at Dochfour, all of the nature contemplated by the Act 10 George III. cap. 51., it was by minute of agreement, of date 22nd and 26th days of February 1873, agreed between the said Evan Baillie and the said Evan Peter Montagu Baillie that, in the event of the said Evan Baillie not being reimbursed of said expenditure by having the amount constituted a real burden on the entailed estate or by sale of any portion thereof for that purpose, the said Evan Peter Montagu Baillie should bind himself and his heirs to repay to or relieve the said Evan Baillie of the sums disbursed or incurred by him for estate improvements to an extent not exceeding £10,000 :

Bond for
7,000*l.* ex-
pended on
estate im-
provements.

And whereas the said Evan Baillie having expended on said improvements a sum largely in excess of the stipulated amount of £10,000, the said Evan Peter Montagu Baillie, having satisfied himself of the amount expended and that the improvements were of the nature contemplated by the said Act, along with the said Evan Baillie borrowed the sum of £7,000 from the trustees of Lieutenant-Colonel Ewen Grant, sometime of the Bombay Army, thereafter residing in Nairn, with the view of meeting so far such expense, and they granted their joint bond therefor, the said Evan Peter Montagu Baillie having by the last-mentioned agreement bound himself and his heirs to relieve the said Evan Baillie and his heirs of the same, unless the amount were during the lifetime of the said Evan Baillie constituted a real burden on the estate, and it is just and expedient that the said entailed lands should be charged with the said improvements to the extent of the said sum of £10,000 :

Advantages
to heir of
entail.

And whereas it would be very advantageous to the said Evan Baillie, heir of entail as aforesaid, as well as to the heirs of entail who may hereafter become entitled to succeed under the said deed of entail, that the entailed estates should as far as possible be concentrated around the family estate of Dochfour, and with that view, that the Trustees or Trustee for the time being acting in the execution of this Act, should be authorised and empowered to complete the sale under the agreement in that behalf herein-before recited of the lands of Brae Roy to the said Sir John William Ramsden or his heirs or assignees at and for the price of £57,500, as well as to sell the said estate of Kingussie for the best price that can be obtained therefor, and that provision should be made for the application and investment of such purchase prices, and that the said Evan Baillie or other heir in possession under the said deed of entail, with the concurrence of his curators in the event of such other heir being at the time in minority, should be authorised and empowered to complete the excambion, under the agreement of excambion in that

Of complet-
ing sale of
Brae Roy
and of selling
Kingussie.

Of complet-
ing excam-
bion.

behalf herein-before recited, of the lands of Laggan for the Dunain estates, and to burden the said entailed estates with the improvements effected thereon to the extent of the said sum of £10,000 :

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And estate
improvement.

And it is expedient that the said lands of Brae Roy and Laggan should be conveyed to the said Sir John William Ramsden or his heirs or assignees, and that the lands of Kingussie should when sold be conveyed to the purchaser freed and discharged of and from the liferent provisions to widows and provisions to children; but these objects cannot be effected without the authority of Parliament :

Wherefore Your Majesty's most dutiful and loyal subjects, the said Evan Baillie and the Right Honourable Victor Alexander Earl of Elgin and Kincardine, the Honourable Thomas Charles Bruce, and Francis Henry Beaumont, as curators of the said James Evan Baillie, do most humbly beseech 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. This Act may be cited for all purposes as "The Dochfour Estate Act, 1876." Short title.

2. From and after the passing of this Act the said lands of Brae Roy and Kingussie, as set forth in the First and Fourth Parcels of the Third Schedule hereunto annexed respectively, shall be and are hereby vested in the said Evan Baillie, the Right Honourable Victor Alexander Earl of Elgin and Kincardine, the Honourable Thomas Charles Bruce, and Francis Henry Beaumont, and any new Trustees to be appointed as herein-after provided, and the survivors and survivor of them and the heir of such survivor as Trustees (herein-after referred to as the Trustees) for the purposes of this Act in fee simple without the necessity of any writing or procedure required by the law of Scotland in the vesting or conveyance of heritable estate, freed and discharged of and from all the conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolute, and clause of registration in the register of tailzies contained in the said deed of entail herein-before recited, and in the rights, deeds, or infestments following thereon, and freed and discharged from the passing of this Act, so far as relates to the said lands of Brae Roy and as relates to the lands of Kingussie from the date of any sale thereof as herein-after authorised, of and from all liferent provisions to widows and provisions to children specified in the First Schedule to this Act annexed; but the said lands shall be so vested in them in trust only for the uses and purposes herein-after provided. Vesting of Brae Roy and Kingussie in Trustees.

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Power to sell
Brae Roy
to Sir J. W.
Ramsden in
fee simple.

3. It shall be lawful for the Trustees to sell and absolutely dispose of the said lands of Brae Roy in fee simple to the said Sir John William Ramsden, Baronet, or his heirs or assignees, for and in consideration of the sum of fifty-seven thousand five hundred pounds, to be paid by the said Sir John William Ramsden or his foresaids in manner herein-after provided.

Purchase
price of Brae
Roy how to
be paid.

4. Of the said sum of fifty-seven thousand five hundred pounds, the sum of five hundred pounds shall be paid by the said Sir John William Ramsden, or his heirs or assignees, to the Trustees for application by them as herein-after provided, the receipt of the Trustees being a sufficient discharge to the said Sir John William Ramsden, or his heirs or assignees, for such payment, and the residue of fifty-seven thousand pounds shall be paid by the said Sir John William Ramsden, or his foresaids, into one of the banks in Scotland, established by Act of Parliament or Royal Charter, in name of the Trustees, and shall bear the highest rate of interest that can be obtained for the same, and the principal sum so paid in and the interest thereon shall be applied in the manner and for the purposes herein-after provided, and the receipt of the treasurer, manager, cashier, or other officer of the said bank shall be a sufficient discharge to the said Sir John William Ramsden, or his heirs or assignees, for the sum so paid into the said bank, and the said Sir John William Ramsden, or his heirs or assignees, shall not be concerned with nor bound to see to the application of the said sum or any part thereof. The said sum of five hundred pounds shall be applied by the Trustees, so far as may be necessary, in or towards the defraying of the costs of applying for and obtaining this Act, and if such costs do not amount to the sum of five hundred pounds then the Trustees shall pay the unapplied balance into the same bank and to the same account as the said sum of fifty-seven thousand pounds.

Trustees to
grant con-
veyance to
Sir J. W.
Ramsden.

5. Upon the sum of fifty-seven thousand five hundred pounds being paid as aforesaid by the said Sir John William Ramsden, or his heirs or assignees, and on the receipt of the treasurer, manager, cashier, or other officer of the said bank for the said sum of fifty-seven thousand pounds being delivered to the Trustees, they shall execute and deliver to the said Sir John William Ramsden, or his heirs or assignees, a valid conveyance or conveyances of the said lands of Brae Roy, freed from the fetters of the said deed of entail and from all the conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolute, and clause of registration in the register of tailzies contained in the said deed of entail herein-before recited, and in the rights, deeds, or infestments following thereon, and freed and dis-

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charged of and from all liferent provisions to widows and provisions to children specified in the First Schedule to this Act annexed, and containing all clauses usual and necessary for vesting the said lands of Brae Roy in fee simple in the said Sir John William Ramsden or his foresaids, and a clause of warrandice from fact and deed, and containing a clause binding, and obliging, and requiring the said Evan Baillie, or other the heirs of entail for the time in possession under the said deed of entail, to make the past writs and titles of or relating to the said lands so to be conveyed forthcoming to the said Sir John William Ramsden, and his heirs or assignees, on all necessary occasions, on a receipt and obligation to re-deliver the same within a reasonable time and under a suitable penalty; and upon the execution and delivery of the said conveyance or conveyances such clause binding, obliging, and requiring as aforesaid shall be and the same is hereby declared to be binding upon the said Evan Baillie or other the heir of entail as aforesaid, although no party to such conveyance or conveyances.

6. It shall be lawful for the Trustees to sell the said lands of Kingussie in whole or in lots at such time or times, and at such price or prices, and either by public roup or private bargain as to them shall seem expedient.

Power to Trustees to sell Kingussie.

7. The purchaser or purchasers of the said lands of Kingussie shall forthwith pay or consign into one or other of the said banks in the names of the Trustees the price or prices of the lands respectively purchased by them, and upon payment or consignment thereof the Trustees shall make, grant, and deliver to such purchasers good and effectual dispositions and conveyances of the lands so purchased, and such purchasers shall be in no way accountable for the application of the prices.

Title to be given to purchaser of Kingussie when sold.

8. The moneys so paid or consigned as aforesaid, so long as the same shall remain deposited in bank as aforesaid, shall be subject to and liable for all liferent provisions to widows and provisions to children specified in the First Schedule to this Act annexed, and all other charges and provisions whatsoever which now affect or which, but for the passing of this Act, might be made to affect the said lands of Brae Roy and Kingussie, but the interest or annual income of the said sum shall, at the terms of Whitsunday and Martinmas in each year, while the said principal sum remains so deposited in bank be paid by the said bank, and the said bank is hereby accordingly authorised and required to pay the same to the Trustees, whose receipt or that of their agent or factor for the time shall be a sufficient discharge to the said bank, and the Trustees are

The moneys while in bank to be subject to certain provisions.

A.D. 1876. hereby authorised and required upon receipt of such interest or annual income, and after satisfaction of any such charges and provisions, to pay the same to the heir of entail for the time who, but for the passing of this Act, would have been entitled to receive the rents and profits of the said lands of Brae Roy and Kingussie.

Investment of the said moneys in the purchase of land to be entailed.

9. It shall be lawful for the Trustees, and they are hereby authorised from time to time, with the approval and authority of the Court of Session (to be obtained on the application of the Trustees, by petition or otherwise), to invest the moneys so paid and consigned, after deducting the expenses incidental to the sale and conveyances thereof, in one or more sums in the purchase of lands in Scotland, the conveyance or conveyances whereof shall be taken to the same series of heirs of entail provided, contained, or referred to in the deed of entail first herein-before mentioned, and with and under the same conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolute as are contained in the said deed of entail, or with and under such other clauses and provisions as may by the law of Scotland be equivalent thereto, and by which deed of entail so to be made and executed, such lands shall be made subject to and liable for all liferent provisions to widows and provisions to children specified in the First Schedule to this Act annexed, and all other charges whatsoever (if and so far as still existing at the date of such purchase of lands) which now affect or which, but for the passing of this Act, might be made to affect the said lands of Brae Roy and Kingussie, and all costs, charges, and expenses of and incident to such purchase or the carrying the same into execution, or otherwise in relation thereto, payable by the Trustees shall be chargeable on and payable out of the said moneys: Provided that, unless the said moneys can be invested in lands adjacent to or convenient to be held with the other lands included under the said deed of entail, the Trustees in their discretion may continue the purchase money on the other investments by this Act authorised during the lifetime of the said Evan Baillie and the minority of the said James Evan Baillie or any succeeding heir of entail.

Trustees may invest the said moneys in and upon certain securities.

10. Until a suitable investment or investments in lands in Scotland of the said moneys or any part thereof can be advantageously effected, the Trustees may uplift from the said bank and invest the same or any part thereof on heritable security in Scotland, or in the public funds or stocks of Great Britain, or in stock of the Bank of England, or in mortgages or debenture stock of any railway company in Scotland or England paying

dividends on ordinary share capital, or in or upon any securities, the interest of which is or shall be guaranteed by Parliament, and from time to time receive, call up, and change such securities or investments as they shall see fit, provided that the Trustees shall not be held to be subject as defendants or respondents to the jurisdiction of Her Majesty's High Court of Justice or any other court in England, either as Trustees or personally, by reason of their having invested or lent the trust funds aforesaid; provided always, that so long as the said moneys or any part thereof shall remain invested, as in this section is provided for, the Trustees shall stand possessed of the said sums and the securities in which the same are invested, subject to all liferent provisions for widows and provisions to children specified in the First Schedule to this Act annexed, and all other charges and provisions whatsoever which now affect or which, but for the passing of this Act, might be made to affect the said lands of Brae Roy and Kingussie so long as the same shall continue payable; provided further, that while the said moneys or any part thereof shall remain so invested, the Trustees shall be at liberty to receive the interest, dividends, or income arising from such investments when and as often as the same shall become due and payable, and the Trustees are hereby authorised and required to pay over the same when and as often as the same shall be received by them, and after satisfaction of any such charges and provisions as aforesaid, to the heir of entail for the time, who, but for the passing of this Act, would have been entitled to receive the rents and profits of the said lands of Brae Roy and Kingussie.

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And receive the interest, dividends, or income arising from such investment.

And after satisfying provisions to pay same to heir of entail.

11. It shall be lawful for the heir of entail, who, but for the passing of this Act, would have been entitled to the rents and profits of the said lands of Brae Roy and Kingussie, at any time hereafter whilst the said moneys or any part thereof shall remain deposited in bank or invested as aforesaid otherwise than in the purchase of lands, to make and execute a disentail of the said moneys in the same manner, and with and under the same conditions, and upon the same terms as such heir of entail would by any statute or statutes then in force in that behalf have been then entitled to disentail the said lands of Brae Roy and Kingussie had this Act not been passed, to the effect that such heir of entail shall upon the making and execution of such disentail be and become entitled to the said principal moneys, in the same manner and to the same extent as had this Act not been passed he would have, by disentailing the said lands of Brae Roy and Kingussie, been or would have become entitled to the said lands of Brae Roy and Kingussie.

Disentail of said moneys under certain circumstances.

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Payment
over of said
moneys upon
such dis-
entail.

12. Upon such disentail being effected, as in the last preceding section of this Act authorised, the said court of session shall, on application by petition or otherwise, make such order or orders as shall be just as to the payment of the said moneys, or any part thereof remaining invested as aforesaid, or the delivery over of the securities in which the same may be invested, to the person or persons who by reason of such disentail shall be or become entitled thereto, and as to the payment, satisfaction, or otherwise of any charges or provisions as aforesaid which may then affect the same.

Power to
Mr. Baillie
or other heir
to complete
excambion
with Sir J.
W. Ramsden
of lands of
Laggan for
Dunain and
others.

13. It shall be lawful for the said Evan Baillie or other heir in possession under the said deed of entail, with the concurrence of his curators in the event of such other heir being at the time in minority, and he is hereby authorised to excamb and dispose of the said lands of Laggan, as specified in the Second Parcel of the Third Schedule to this Act and in the Fifth Schedule to this Act, to the said Sir John William Ramsden, and his heirs and assignees, heritably and irredeemably, and free from the conditions, provisions, restrictions, limitations, and clauses irritant and resolute contained in the said deed of entail, in consideration of and in exchange for the said Dunain estates and others as specified in the Third Parcel of the said Third Schedule and in the Sixth Schedule to this Act, the conveyance whereof shall be taken to the same series of heirs of entail provided, contained, or referred to in the deed of entail herein-before mentioned, and with and under the same conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitive, irritant, and resolute as are contained in the said deed of entail, or with and under such other clauses and provisions as may by the law of Scotland be equivalent thereto, and which lands and estates last above mentioned, along with the other lands held under such deed of entail, shall be made subject to and liable for all charges, liferent provisions to widows, provisions to children specified in the First Schedule to this Act annexed, and all other charges whatever (if and so far as still existing at the date of such excambion) which now affect or which, but for the passing of this Act, might be made to affect the said lands of Laggan.

Contract of
excambion
to be exe-
cuted.

14. Upon a certificate duly signed by the principal searcher of incumbrances in the General Register House at Edinburgh, showing that there are no incumbrances affecting the said Dunain estates being delivered to the said Evan Baillie or other heir in possession under the entail, and upon execution by the said Sir John William Ramsden, or his heirs or assignees, of the contract herein-after mentioned, it shall be lawful for the said Evan Baillie

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or other heir in possession, with concurrence of the curators of such other heir in the event of his being in minority, and he is hereby authorised to execute a contract of excambion which may be in the form in the Second Schedule to this Act annexed or to the like effect, with such alterations thereon or additions thereto as the circumstances of the case require, and which contract signed by the said Sir John William Ramsden or his heirs or assignees, and by the said Evan Baillie or other heir in possession under the said deed of entail with concurrence as aforesaid, and thereafter recorded in the register of sasines and also in the register of tailzies which the said Evan Baillie or other heir is hereby authorised to have done, shall be final and binding on all concerned.

15. It shall be lawful for the said Evan Baillie, and he is hereby authorised to burden the estates specified in the said deed of entail other than Brae Roy, Kingussie, and Laggan, exclusive of the mansion-house, offices, and policies thereof, with the said sum of ten thousand pounds, and to grant over the same a bond and disposition in security in favour of the trustees of the said Colonel Ewen Grant or their assignees for the sum of seven thousand pounds already advanced by them, and a bond and disposition in security or bonds and dispositions in security for a further sum of three thousand pounds in favour of any party or parties advancing the same, and which securities if called up may from time to time be renewed as occasion may require by the said Evan Baillie or the heir of entail in possession for the time, and shall contain all the clauses usual and necessary in bonds and dispositions in security granted over fee simple property, and shall be equally effectual against the entailed estates as if such estates were held in fee simple; and the said bond and disposition in security to Colonel Ewen Grant's trustees, or their assignees, when granted shall operate as a release to the heirs and successors of the said Evan Peter Montagu Baillie from the personal bond granted by him as aforesaid to the said trustees; providing always, that in the event of the said Evan Baillie exercising the authority hereby conferred upon him, he shall thereby be held for himself, his executors and representatives, to have discharged and passed from all powers otherwise competent to him under the foresaid deed of entail, or under any existing statutes of burdening the entailed lands or those to be acquired in excambion under this Act, for outlays on improvements made and executed by him prior to this Act passing into law, and further providing that in the event of the said entailed lands or those to be acquired as aforesaid being charged with such outlays by the said Evan Baillie under

Power to
charge
estates with
10,000*l.*

A.D. 1876. the powers contained in the foresaid deed of entail, or in any existing statutes, it shall not be lawful to him to exercise the powers conferred on him by this section of the present Act.

New Trustees
may be
appointed.

16. If the Trustees or any of them shall die or be desirous of being discharged from, or shall become incapable of acting in the trusts hereby in them vested at any time before the said trusts shall have been fully executed, then and in any of these cases, and when and so often as the same shall happen, it shall be lawful for the said court upon the application by petition or otherwise of the Trustees or any of them, and in case of the failure of the Trustees, then upon the application of the heir of entail for the time who, but for the passing of this Act, would have been entitled to the rents and profits of the said lands of Brae Roy and Kingussie, or upon the like application of any party having interest in the trust estate by this Act created, to appoint any fit person or persons to be a Trustee or Trustees for the purposes aforesaid in the place of the said Trustees, or any of them, who shall die or may desire to be discharged, or have become incapable of acting as aforesaid, and if the Trustees so to be appointed, or any of them, shall die or be desirous of being discharged or become incapable of acting as aforesaid, the court may upon like application as before mentioned appoint a fit and proper person or persons to be a Trustee or Trustees for the purposes aforesaid in their place, and the said court shall make such order or orders as to them shall seem expedient or necessary in regard to the vesting in such new Trustees of the said sums so consigned as aforesaid, or the securities in which the same may for the time be invested.

Majority may
be a quorum.

17. The majority of the Trustees named herein, or who may be appointed as aforesaid while more than two survive or continue to act, shall be a legal quorum for carrying into execution all the purposes of this Act, and in the event of there being only one of such Trustees at any time surviving and acting, such Trustee shall at all times have full power to act by himself alone in the execution of the said trust.

Court of
Session may
discharge
Trustees.

18. After having carried into effect the purposes of this Act it shall be lawful for the Trustees to apply to the said Court of Session by petition for, and the said court after such investigation as to them shall seem expedient may order and grant, a discharge and exoneration to the Trustees in respect of their actings and intrusions as such Trustees.

Trust to be
subject to
operations

19. Nothing in this Act contained shall be held to exclude the trust by this Act created from the operation of the Acts 24th and

25th Victoria, chapter 84, 26th and 27th Victoria, chapter 115, and 30th and 31st Victoria, chapter 97, relating to trust estates in Scotland, unless in so far as the said Acts may be inconsistent with the provisions of this Act.

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of certain
public Acts.

20. All applications to the said Court of Session under the provisions of this Act shall in the first instance 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 applications to the said court may be dealt with and disposed of under the provisions of the Act 20th and 21st Victoria, chapter 46, intituled "An Act to regulate the distribution of the business of the Court of Session in Scotland," and the said court in either of its divisions shall have the same jurisdiction and powers in regard to all applications under this Act as it has in regard to applications regulated by the Act last mentioned.

Procedure in
application
to Court of
Session.

21. Neither the applying for and obtaining this Act, nor any act done under or in pursuance of the powers hereof, shall be held to infer any irritancy or forfeiture of any right belonging to the said Evan Baillie, or any other person or persons entitled or who may become entitled under the said deed of entail first herein-before mentioned, or create or infer any claim of warrandice, recourse, or otherwise, either against the said Evan Baillie or the said James Evan Baillie or his said tutors and curators, or against any succeeding heir of entail joining in or consenting thereto, or against the Trustees.

Irritancy or
forfeiture not
to be in-
curred by
reason of
this Act or
any act done
under the
same.

22. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other person or persons, bodies politic or corporate, and their respective heirs, successors, executors, and administrators, (other than the said Evan Baillie, or other the heirs of entail who may be or might, but for the passing of this Act and the sale of the said lands of Brae Roy and Kingussie, and excambion of the said lands of Laggan under the provisions herein-before contained, have become entitled to the said lands or the rents and profits thereof under or by virtue of the deed of entail first herein-before mentioned, and other than the Honourable Thomas Charles Bruce, the Right Honourable Victor Alexander Earl of Elgin and Kincardine, and Francis Henry Beaumont, the Right Honourable Lady Georgiana Frederica Montagu or Baillie, William Montagu Baillie, the Honourable William James Colville, and Georgiana Mary Montague Colville his wife, the said Francis Henry Beaumont, and Mary Emily Beaumont his wife, the Right Honourable Caroline Eliza Lady Wynford, and the said Thomas

Saving
clause.

A.D. 1876. Best, Francis Henry Beaumont, and Charles John Dimond, and other the Trustees or Trustee for the time being of the said settlement of the sixteenth day of December one thousand eight hundred and fifty-seven, in respect of the several charges, liferent provisions for widows and provisions to children, and other charges and provisions herein-before mentioned or referred to,) all such estate, right, title, interest, claim, or demand, whatsoever in, to, or out of the said lands, or any part thereof, or the money to arise by the sale thereof, hereby authorised as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed and the said authorised sale completed.

Costs of this Act how to be defrayed.

23. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Trustees out of the sum of five hundred pounds to be paid to them as aforesaid by the said Sir John William Ramsden, and if the same shall exceed that sum such excess shall be paid by the said Evan Baillie.

Cost of carrying this Act into execution how to be defrayed.

24. All costs, charges, and expenses of and incident to the carrying of this Act into execution, or otherwise in relation thereto, (excepting as before specially provided,) shall be paid by the Trustees out of the interest or annual income of the said moneys, whether deposited in bank or invested in securities other than lands as aforesaid, or if invested on lands out of the rents and profits of such lands.

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

25. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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 and others.

The **SCHEDULES** referred to in the foregoing Act.

A.D. 1876.

FIRST SCHEDULE.

LIST OF BURDENS AFFECTING THE RENTS OR FEE OF THE LANDS AND OTHERS GRANTED AND DISPOSED BY THE DEED OF ENTAIL RECITED IN THE PREAMBLE OF THIS ACT.

I. ANNUITY—

Payable under bond of annuity, dated 1st and recorded in general register of sasines 6th December 1865, granted by Evan Baillie, Esq., of Dochfour, to his wife Lady Georgiana Frederica Montagu or Baillie during all the days of her life - - - £1,500

II. PROVISIONS to the under-mentioned children of the said Evan Baillie, all due under bonds of provision by him, dated as follows :

William Montagu Baillie, second son of the said Evan Baillie, bond dated the 1st, recorded 6th December 1865	£10,000
The Honourable Mrs. Georgiana Mary Montagu Colville, wife of Colonel the Honourable William James Colville, bond dated 1st and recorded 6th December 1865	10,000
Mrs. Mary Emily Beaumont, wife of Francis Henry Beaumont, bond dated 26th and recorded 30th July 1866	10,000
The Right Honourable Caroline Eliza Lady Wynford, wife of William Draper Mortimer Best Baron Wynford, bond dated 9th and recorded 10th June 1869	10,000
	<u>£40,000</u>

JAMES ANDERSON,
Solicitor, Inverness.

SECOND SCHEDULE.

FORM OF CONTRACT OF EXCAMBION.

IN pursuance of "The Dochfour Estate Act, 1876," it is contracted and agreed upon between the parties following, videlicet: Evan Baillie, Esquire,

A.D. 1876. of Dochfour (or other heir of entail, with concurrence of his curators in the event of such heir being in minority), as heir of entail in possession of the lands and estates of Kingussie, Glenelg, and others, under and in virtue of a deed of entail, dated the 19th and 26th days of August 1865, recorded in the new general register of sasines, &c. at Edinburgh the 2nd day of September thereafter, and in the register of tailzies the 28th day of November same year, made and executed by Colonel Hugh Duncan Baillie of Redcastle and Tarradale since deceased, and others, the surviving accepting and acting Trustees of the deceased James Evan Baillie of Kingussie and Glenelg on the one part, and Sir John William Ramsden of Byram, in the county of York, Baronet, on the other part, in manner underwritten; that is to say, the said Evan Baillie (or other heir with concurrence as aforesaid), having under the said Act obtained the authority of Parliament thereto, has sold, alienated, and disposed as he hereby sells, alienates, and disposes from himself and the heirs of entail substituted to him in the foresaid deed of entail to the said Sir John William Ramsden, Baronet, and his heirs and assignees whomsoever heritably and irredeemably (and free from the conditions, provision, and declaration, and clause authorising registration in the register of tailzies contained in the said deed of entail), with all his right, title, and interest therein as heir of entail foresaid All and whole (describe land as in Parcel Second of the Third Schedule), and in consideration of the conveyance above-written the said Sir John William Ramsden has sold, alienated, and disposed as he hereby sells, alienates, and disposes from himself, and his heirs and successors, to the said Evan Baillie as heir of entail foresaid, and the heirs (specify destination as given in Act,) heritably and irredeemably (describe land as in Parcel Third of the Third Schedule,) or as the said boundaries are more fully contained in the ancient rights and infeftments thereof, but always with and under the conditions, provision, and declaration, and clause authorising registration in the register of tailzies contained in the said deed of entail dated and recorded as aforesaid: Provided always, that if either of the lands above disposed, or any part thereof, shall happen to be evicted on account of any fact or deed of the disponers or of their predecessors and authors, or of a defect in their title, then and in that case this contract and the infeftment or investiture to follow thereon, shall be void and null, and it shall immediately be competent for the party from whom the lands may happen to be evicted, to recover possession of the lands and others exchanged for those that are evicted from him as accords, and the action for that purpose shall be competent to as well as against the contracting parties, and the heirs and singular successors of the parties contracting respectively, but as soon as the action threatening an eviction is commenced the party whose right is challenged shall be bound to intimate the same to the other party at least before the record shall be closed in the cause. With entry to the said lands and others respectively before disposed as at the last date hereof to be holden the said land and others respectively before disposed a me, vel de me, and the said Evan Baillie (or other heir) as heir of entail and the said Sir John William Ramsden severally resign the said lands and others for new infeftment, or investiture, but always in so far as regards the said lands and others above disposed to the said Evan Baillie as heir of entail under the said deed of entail, with and under the conditions, provision, and declaration, and clause authorising regis-

tration in the register of tailzies, as contained in the said deed of entail before referred to; and the said Evan Baillie and Sir John William Ramsden severally assign the writs, and the said Sir John William Ramsden has delivered the writs of the lands and others second above conveyed, conform to an inventory thereof annexed and subscribed as relative hereto, but as the writs of the lands and others first above conveyed contain lands other than those hereby disposed, and so cannot be delivered up, the said Evan Baillie as heir of entail foresaid binds and obliges himself and his successors in the said entailed lands to make the same forthcoming to the said Sir John William Ramsden and his heirs or assignees upon their receipt and obligation to redeliver the same within a reasonable time and under a suitable penalty. And the said Evan Baillie as heir of entail foresaid and the said Sir John William Ramsden severally assign the rents. And the said Evan Baillie as heir of entail foresaid binds himself to free and relieve the said Sir John William Ramsden and his heirs, and the said Sir John William Ramsden binds himself to free and relieve the said Evan Baillie and his heirs, of all feu-duties, casualties, and public, parochial, and local burdens; and the said Evan Baillie, as heir of entail foresaid, and the said Sir John William Ramsden severally grant warrandice, but excepting therefrom the current tacks and feu-rights of the said several lands and others, and they consent to the registration hereof in the register of tailzies, and also for preservation and execution. (Testing clause.)

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THIRD SCHEDULE.

PARCEL FIRST.—LANDS OF BRAE ROY.

All and whole the parts and portions following of the lordship of Lochaber, namely, all and whole the lands of Glenturretmore, Glenturretbeg, Leakroy, and Annat or Annoit, lying within the parish of Kilmonivaig and county of Inverness, which are now known by the name of Brae Roy, with the teinds, both parsonage and vicarage, of the said lands, and whole parts, pendicles, and pertinents of the same, or as the said lands in the parish of Kilmonivaig belonging to the said entailed estates are otherwise described in the ancient titles thereof, and as the same appear in the valuation roll of the county of Inverness for the current year, and comprehend the whole lands possessed by the said Evan Baillie in the said parish of Kilmonivaig.

PARCEL SECOND.—LANDS OF LAGGAN.

All and whole the lands of Garvamore and all and whole the grazings of Drumin, also called Carryvanna, upon the hill of Drumin, at the head of Spey, the lands of Garvabeg, Shirabeg, Shiramore, Crathymere or Crachymore, and the mill thereof, the lands of Pirladoune, Drumuard or Druminour, Strathmashie, Blargymore and Blargybeg, or Blarnagymore and Blarnagybeg, Gaergask or Garrygask, Gaskmore, and others all lying within the parish of Laggan and county of Inverness, and which lands and others, inter alia, comprehend the following lands, namely, the lands of Dalchully, Islandhu,

A.D. 1876.

Croftcairn, Balnishaig, Coull, Gaskbeg, and others, with the teinds, both parsonage and vicarage, of the said lands, and whole parts, pendicles, and pertinents of the same, with right of servitude and liberty of casting peats upon the mosses of Ballyhowin in the parish of Laggan foresaid, in common with the tenants of the lands of Ballyhowin, with roads to and from the said mosses, and all necessary privileges for enjoying the said servitude or as the said lands in the parish of Laggan belonging to the said entailed estates are otherwise described in the ancient titles thereof, and as the same appear in the valuation roll of the county of Inverness for the year 1873, and comprehend the whole lands possessed by the said Evan Baillie in the said parish of Laggan.

PARCEL THIRD.—LANDS OF DUNAIN, NESS CASTLE, AND OTHERS.

First. All and whole the following lands and others lying within the parishes of Dores and Inverness, in the county of Inverness, viz., all and whole the town and lands of Borlum, now called Ness Castle, the town and lands of Cullairds, consisting of the said town and lands of Borlum and Cullairds, and of the particular tenements following, namely, the mains and manor places of Borlum, the town and lands commonly called Laggan, Vendall, Scaniport, Knockfrankach, Ballinroich, Old Town, Bellnuaren, Midtown, Ballindarick, Upper Cullairds, and Nether Cullairds, and Dowinch, or of whatever other denomination the said lands and estate or any part thereof are, the corn and waulk mills of Borlum and Cullairds, with the mill, lands, and others, together with the salmon fishings belonging to the said lands in the loch and water of Ness, the right and privilege of the ferry and ferry boats pertaining to the said lands of Borlum called the Bona, lying on the Lochend of Ness with the land and croft of Bona and pertinents, as also the town and lands of Kinchyle comprehending the town and lands of Easter and Wester Kinchyle and others, and also all and whole the kirklands of Durris of Kinchyle, of old called Darrs, comprehending the lands of Kenapool, Achnashanganach, and Chappeltown, and others, as also all and whole that part and portion of the lands and estate of Holm, situated on the west side of the Burnmore or Burn of Holm, and approaching to a triangular form, containing eighty-one Scots acres or thereby, as also all and whole those parts and portions of the town and lands of Torbreck which lie adjacent to and are now incorporated with the lands above described, including the mill of Torbreck, and which whole lands are now called Darrochville or the Darroch, and extend to about two hundred and twenty acres imperial or thereby, as the same are nearly surrounded by a park wall, together with the mansion-house now called Ness Castle, and others, and also all and whole that portion of the said lands of Torbreck, extending to about 28 acres of land or thereby lying betwixt the said lands of Darrochville and the said property of Borlum, and closely adjoining to the parliamentary road, from Inverness to Fort Augustus, being the lands and others particularly described in an instrument of sasine in favour of the Right Honourable Alexander George Lord Saltoun, dated the 19th and recorded in the new general register of sasines the 23rd days of November 1846, but excepting therefrom those parts of said estate lying to the north of the Laggan Burn and the road leading to the school of

Cullaird, with the fishings ex adverso thereof disposed to Fountain Walker, Esquire, as also those other parts thereof lying to the east of the road from Inverness to Stratherrick, by way of Essich, disposed of to the Drummond Water Company, extending to 422 acres or thereby. Second. All and whole the lands and estate of Dunain and others lying within the united parish of Inverness and Bona, and county of Inverness, as formerly possessed by the late William Baillie, Esquire, and bounded as follows; videlicet, the lands of Dunain, bounded on the north by the lands of Bught and Kinmylies, on the west by the old road leading from Inverness to Urquhart, on the south by the lands of Dochgarroch, and on the east by the River Ness, but under burden always of feus granted, and with the exception of those parts of the fishings in the River Ness, disposed of to Fountain Walker, Esquire, lying to the north of a point exactly opposite to where the Laggan Burn enters the River Ness. Third. All and whole the lands and estate of Lochend, commonly called Dochnacraig, bounded on the north by the lands of Dochcairns, on the west by the lands of Dochgarroch, and the old road leading from Inverness to Urquhart, on the south by the lands of Abriachan, and on the east by Lochness and the River Ness. Fourth. The dominium directum or right of superiority of the lands of Dochgarroch and Dochnalurg, said superiority lands being bounded as follows: on the north by the lands of Dunain, on the west by the lands of Lovat, Newton, and Relig, on the south by the lands of Dochfour and Dochnacraig, and on the east by the River Ness, together with the salmon fishings and other fishings in Loch Ness and the River Ness ex adverso of the said lands of Dunain, Dochgarroch, and Dochnalurg, Dochnacraig, and of the lands of Abriachan, according to use and wont, and the whole sheallings, grazings, parts, pendicles, and universal pertinents thereto belonging, used and wont with the teinds, parsonage, and vicarage of the said hail lands, or as the said lands are more particularly described in the former rights and investitures thereof, but only in so far as the description of said lands and others last above written is in conformity with the descriptions in the former rights and investitures thereof. Fifth. All and whole that part and portion of the lands of Bona, formerly a part of Dochnacraig or Lochend, as lately acquired by the said Sir John William Ramsden from the Commissioners of the Caledonian Canal, and as presently tenanted by John Ferguson, farmer, Midtown of Lochend lying within the united parish of Inverness and Bona and county of Inverness, extending to forty-one acres or thereby in the measurement, including water bounded on the west by Sir John William Ramsden's lands, of Lochend, and on the other three sides by lands belonging to the Commissioners of the Caledonian Canal, as the said lands are delineated and coloured green on a plan thereof, subscribed with express reference to the disposition thereof granted by the said Commissioners in favour of the said Sir John William Ramsden, recorded in the division of the general register of sasines applicable to the county of Inverness the 27th February 1871. And Sixth. All and whole the lands and estate of Hilton in the parish of Inverness comprehending all and whole those portions of the lands of Meikle Hilton, lying within the county and parish of Inverness, bounded as follows: on the north by the old road leading from Inverness to Perth, on the east and south by the lands of Culduthel, and on the west partly by the road leading from Inverness to Strathnairn by way of Leys,

.A.D. 1876. partly by an old dyke separating the lands under description from a piece of ground of a triangular form now or lately belonging to Colonel Hugh Inglis, of Kingsmills, and partly by a road as lately altered connecting said Strathnairn road with the said old road from Inverness to Perth, with the teinds of the said lands, parsonage, and vicarage, but under the restriction and burden of thirlage and payment of the accustomed dues and services to the mill of Culcabock according to use and wont, or as the same may have been commuted into a fixed annual payment, and all and whole the lands of Milltown, of Culcabock, and part of the millcroft thereof, formerly a part of the estate of Inshes lying within the parish and county of Inverness now bounded as follows: on the south by the said old road leading from Inverness to Perth, on the east by a stream of water separating the lands under description from the estate of Inshes, on the north partly by the said stream and partly by a road leading to the house and mills of Culcabock, and on the west by a road leading from said old road to Perth towards Kingsmills, with the teinds of the said lands, parsonage, and vicarage, but under the restriction and burden of thirlage and payment of the accustomed dues and services to the mill of Culcabock according to use and wont or as the said lands are more particularly bounded and described in the ancient rights and infeftments of the same.

PARCEL FOURTH.—LANDS OF KINGUSSIE.

All and whole the lands of Ballachroan, the lands of Pitmain or Pitmean, with the public-house of the same, and the stables and all other houses upon the premises, the lands of Kingussiemore and Kingussiebeg, comprehending therein the village of Kingussie as they are possessed by the different tenants and feuars in manner specified in the rental of the said lands and others, which rental is specially referred to in the Crown Charter in favour of the said James Evan Baillie, dated the 4th day of July, and written to the seal and sealed the 1st day of September 1835, the mill of Kingussie, the lands of Keromenach, Laggan, Garroline, or Garlin Ardbrolachd, or Ardbryeach, and which lands and others comprehend, inter alia, the following lands, vizt.: The lands of Druimcarn, Breakery, Boatcroft of Kingussie, and others, all lying within the lordship of Badenoch, parish of Kingussie and county of Inverness, with the teinds, both parsonage and vicarage, of the said lands and whole parts, pendicles, and pertinents of the same, and all and whole the lands formerly occupied as the glebe of the parish of Kingussie, as possessed at and prior to 1774 by the Reverend William Blair then minister of said parish and his predecessors in office, and thereafter by His Grace the Duke of Gordon, and his successors in the estate of Kingussie, and which lands were obtained by the said James Evan Baillie in excaubion for the lands presently occupied as the glebe of said parish, or as the said lands in the parish of Kingussie belonging to the said entailed estates are otherwise described in the ancient titles thereof, and as the same appear in the valuation roll of the county of Inverness for the current year, and comprehend the whole lands possessed by the said Evan Baillie in the said parish of Kingussie.

FOURTH SCHEDULE.

RENTAL OF BRAE ROY IN PARISH OF KILMONIVAIG.

Description and Situation of Subject.	Proprietor.	Tenant or Occupier.	Yearly Rent and Yearly Value.		
Lands, Glenturret, &c.	Evan Baillie of Dochfour, per James Mollison, factor, Inverness.	John and James MacMillan, Moinave, Dumfries.	£	s.	d.
			670	0	0
Lands, Annat	Ditto	Donald Stewart	375	0	0
Shootings and lodge, Brae Roy	Ditto	Arthur Pryor, Highlands Park, Chelmsford.	400	0	0
			1,445	0	0

NOTE.—No timber on this property except some natural grown birch of no commercial value.

JAMES ANDERSON, Solicitor,
Inverness.

FIFTH SCHEDULE.

RENTAL OF LAGGAN.

Description and Situation of Subject.	Proprietor.	Tenant or Occupier.	Yearly Rent and Yearly Value.		
Lands, Balargie, part of	Evan Baillie of Dochfour, per James Mollison, factor, Dochgarroch, Inverness.	Ewen and Angus Cameron	£	s.	d.
			155	0	0
Lands, Coul, part of	Ditto	Alexander Macdonald	90	0	0
Mill and land, Crathie	Ditto	John Macdonald	9	0	0
Land, Crathie	Ditto	Duncan Macdougall	7	15	0
Ditto	Ditto	Ronald MacLaren	9	0	0
Ditto	Ditto	Malcolm MacGregor	9	0	0
Ditto	Ditto	John Macdonald	11	0	0
Ditto	Ditto	Donald Macdonald	11	0	0
Land, Balmishaig	Ditto	Donald MacGregor	45	0	0
Ditto	Ditto	William Macdonald	22	0	0
Land, Croftmore	Ditto	John Robertson	22	0	0
Land, Gask and Gaskmore	Ditto	Archibald Campbell	200	0	0
Land, Strathmashie, grazings and shootings, and Dalchully grazings.	Ditto	Alexander Macdonald	730	0	0
Land, Dalchully	Ditto	Charles Young	300	0	0
Land, Sherrabeg	Ditto	Alexander Macdonald	810	0	0
Land, Sherramore and Garra-more.	Ditto	Robert and William Kennedy, Dalmakerran, Thornhill.	620	0	0
Shootings, Glensherrow	Ditto	James Tweedie, Rachan House, Peebles, and Messrs. Barrett and Hire.	675	0	0
House, offices, and shootings of Dalchully.	Ditto	Thomas Eyre Foukes	250	0	0
			3,975	15	0

NOTE.—No timber on this property except some natural grown birch of no commercial value.

JAMES ANDERSON, Solicitor,
Inverness.

SIXTH SCHEDULE.

RENTAL OF NESS CASTLE, HILTON, AND DUNAIN, &c.

Ness Castle.

No.	Names.	Possessions.	Yearly Rent.	Yearly Value.
1	Cameron, J. and J.	Ballindarroch and Newton	£70 0 0	£110 0 0
2	Fraser, Donald	Balmore	30 0 0	30 0 0
3	Fraser, Thomas	Midtown	60 0 0	60 0 0
4	Free Church Congregation	Free Church	0 1 0	0 1 0
5	Grant, John	Bona Ferry, &c.	15 10 0	15 10 0
6	Japp, D.	Part of Cullairds, &c.	200 0 0	200 0 0
7	Kennedy, Donald	Drumashie	50 0 0	50 0 0
8	Ditto	Laggan Fields	20 0 0	20 0 0
9	Ditto	Dares Highfield and Millers Croft	60 0 0	60 0 0
10	Munro, John	Ness Park	240 0 0	260 0 0
11	Macdonell, Patrick	Kinchyle	256 11 0	256 11 0
12	Macdonald, Hugh, representatives of	Blacksmith's houses, Scaniport and Highfield.	6 0 0	6 0 0
13	Macpherson, Rev. A.	Balnafroig	85 0 0	85 0 0
14	MacGillivray, John	Scaniport Farm	35 0 0	35 0 0
15	Millar, Alexander	House, Highfield	1 10 0	1 10 0
16	Paterson, James	Shop and house, Scaniport	6 0 0	6 0 0
17	Tyler, Col. Fraser	Bona Farm	20 0 0	20 0 0
18	Graham, William	Antfield	200 0 0	200 0 0
19	Sundry tenants	Cottars' houses	16 10 0	20 0 0
20	Col. Keane	Laggan Cottage	70 0 0	70 0 0
21	Sir Henry Ibbetson, Bart.	Fishings and shootings	330 0 0	500 0 0
22	Mackay Brothers	Fishings	200 0 0	115 0 0
			£1,972 2 0	2,120 12 0

Hilton.

1	Ross, Duncan	Mains of Hilton	£310 0 0	310 0 0
2	Macdonald Brothers	Miltown of Culcabock	168 0 0	168 0 0
			£478 0 0	478 0 0

Dunain.

1	Black, Robert	Dunain Croy	£100 0 0	100 0 0
2	Fraser, Duncan	Dalrioch	18 0 0	18 0 0
3	Fraser, Charles	Ditto	5 0 0	5 0 0
4	Maclean, J.	Poolhaite, &c.	2 10 0	2 10 0
5	Mackenzie, J.	Ditto	1 5 0	1 5 0
6	Fraser, Duncan	Ditto	1 0 0	—
7	Anderson, John	For parts of Lagnalian below High Road.	5 0 0	5 0 0
8	Three Cottars Proprietor	Wood, grazings, &c.	4 10 0	7 0 0
	Mr. Henry Haden	River fishings	—	200 0 0
	Mackay Brothers	Ditto	—	57 10 0
			£137 5 0	421 5 0

Feus.

1	Alexander Grant Dallas	For Mansion House	£1 0 0	
2	Ditto	For Balnagaick	76 0 0	
3	Ditto	For Lagnalian and the Hill	400 0 0	
4	William Morison		28 10 0	
5	Donald Macleod	Balnacraig	8 0 0	
6	John Grant	Dunain Park	350 0 0	
7	James Campbell	Clachnahalig	2 0 0	
8	Joseph Robertson		55 0 0	
9	Peter McAinsh	Dunain Croy	150 0 0	
10	William Campbell	Part of Milltown	15 0 0	
11	Dochgarroch Feu		33 0 0	
			1,118 10 0	1,118 10 0
			£1,255 15 0	£1,539 15 0

Lochend.

No.	Possessions and Names.	Yearly Rent.	Yearly Value.
1	Trustees of Free Church Feu	£ 2 0 0	£ 2 0 0
2	Inn and land, Coll Macdonald	45 0 0	45 0 0
3	Croft John Cameron	9 0 0	9 0 0
4	Croft Widow Dallas	10 10 0	10 10 0
5	Croft D. Fraser's heirs	13 0 0	13 0 0
6	Croft A. Fraser's heirs	11 0 0	11 0 0
7	Croft Alexander B. Macdonald	10 0 0	10 0 0
8	Croft William Ferguson	12 0 0	12 0 0
9	Croft Widow Ferguson	8 0 0	8 0 0
10	Croft William Macdonald	10 0 0	10 0 0
11	Croft James Cameron	10 0 0	11 0 0
12	Croft Anne Dallas	6 0 0	6 0 0
13	Croft Alexander Simpson	6 0 0	6 0 0
14	Bona Lands John Ferguson	25 0 0	25 0 0
15	Shootings George S. Duff, Esq.	200 0 0	200 0 0*
16	Fishings on both estates	300 0 0	
17	Grazings of Lochend Hill	70 0 0	70 0 0
		£747 10 0	£448 10 0

* Fishings now let with Dunain Fishings.

ABSTRACT OF RENTALS.

	£	s.	d.	£	s.	d.
Ness Castle	1,972	2	0	2,120	12	0
Hilton	478	0	0	478	0	0
Dunain	1,255	15	0	1,589	15	0
Lochend, &c.	747	10	0	448	10	0
	£4,453	7		£04,586	17	0

Timber on Ness Castle	value	£6,500	0	0
Ditto on Dunain	ditto	2,500	0	0
Ditto on Lochend, including young plantation		1,200	0	0
		£10,200	0	0

NOTE.—No timber on Hilton.

JAMES ANDERSON, Solicitor,
Inverness.

SEVENTH SCHEDULE.

KINGUSSIE.

Rental.

Description and Situation of Subject.	Proprietor.	Tenant or Occupier.	Yearly Rent and Yearly Value.
			£ s. d.
Lands, boat, croft, and Spey Park, Kingussie.	Evan Baillie of Dochfour, per James Mollison, Dochgarroch, Inverness.	Duncan Cameron	21 18 0
Lands, Horse Park	Ditto	Duncan Cameron	27 0 0
Ditto	Ditto	Widow Mary Gordon	4 10 0
Ditto	Ditto	John Macpherson, tailor	6 5 0
Ditto	Ditto	Alexander MacLennan	4 10 0
Ditto and Spey Park	Ditto	Murdoch Campbell	9 6 0
Ditto, Spey Park	Ditto	D. Macpherson, carrier	7 1 0
Ditto	Ditto	A. MacLennan, ground officer	5 5 0
Ditto, Guinack	Ditto	D. Mackintosh, shoemaker	7 10 0
Ditto, Guinack Parks	Ditto	G. Macdonald, smith	11 10 0
Ditto, Spey and Horse Parks	Ditto	J. Macpherson, carter	9 6 0
Ditto	Ditto	W. Mackintosh, carter	14 0 0
Ditto, Guinack	Ditto	Duncan McRae, shoemaker	8 15 0
Ditto	Ditto	Mrs. Mackenzie	4 0 0
Grazings	Ditto	D. Macpherson, banker	4 0 0
Lands, Laggan and part of Kerrow.	Ditto	William Pullar	260 0 0
Ditto, Ballachroan and Pitmain	Ditto	John MacGillivray	570 0 0
Small lots and grazings	Ditto	Proprietor for tenants under 4l.	25 0 0
Shootings, Pitmain	Ditto	Edward Amphlett	385 0 0
Fishings, River Spey	Ditto	Ditto	10 0 0
House and smithy	Ditto	G. Macdonald, smith	9 0 0
Ditto, mill and machinery	Ditto	Hugh Dallas, miller	35 0 0
House, &c.	Ditto	Thomas Finlayson, smith	4 0 0
Ditto	Ditto	J. Mackenzie Roy, surfaceman	6 0 0
House and garden	Ditto	Vacant	10 0 0
Ditto and land	Ditto	A. MacLennan, sub-factor	10 0 0
Lands, Garline and Ardvroilach	Ditto	D. Cameron, merchant	64 0 0
Lands, Guinack Park, Kingussie	Ditto	Dr. J. C. Orchard	15 0 0
Ditto	Ditto	A. Cattanach	4 10 0
Ditto	Ditto	J. Macpherson, tailor	4 4 6
Ditto	Ditto	John Hossack, gardener	4 0 0
Ditto, Ardvroilach	Ditto	John Dallas, miller	5 10 0
Ditto	Ditto	D. McRae, shoemaker	5 0 0
Ditto	Ditto	D. Dott	5 0 0
Ditto	Ditto	Rev. Neil Dewar	5 0 0
Ditto	Ditto	W. Macdonald, druggist	4 3 6
Ditto, Kerrow, &c.	Ditto	William Pullar	80 0 0
Hotel and lands, Kingussie	Ditto	Ditto	90 0 0
Shootings, &c.	Ditto	Edward Amphlett	25 0 0
House and park	Ditto	Widow Peter Cattanach	7 10 0
Crofts, &c.	Ditto	Proprietor for tenants under 4l.	7 0 0
Woodlands	Ditto	Proprietor	1 0 0
Land	Ditto	Ditto	8 0 0
			£1,803 14 0

Feus.

Alexander Fyfe, Laggan	- £1 0 0	Alexander Mann, Nairn	- £1. 0 0	Allan Drummond	- £0 10 0
Duncan Cameron, East End	2 2 6	John Henry Bentick	- 0 15 0	Heirs of Evan McLaren	- 1 0 0
Representatives of James McIntosh (Hally)	- 0 7 6	Alexander Bell, Laggan	- 0 15 0	William Mackintosh	- 1 12 0
Lachlan McIntosh	- 0 7 6	Mrs. Colonel McPherson	- 1 5 0	Allan Grant	- 0 10 0
Isabella Scott	- 2 10 0	Duncan Macpherson, banker	1 5 0	Hugh S. Baillie	- 1 0 0
A. and A. Cameron	- 1 5 0	John Macpherson	- 1 10 0	Donald Mackintosh	- 0 7 6
Alexander Dott	- 1 0 0	Angus McLean	- 1 10 0	Duncan Cumming	- 0 15 0
Caledonian Bank	- 1 0 0	Duncan Macpherson	- 0 11 0	William Ross	- 1 4 0
Horne, Horne, and Lyell, Edinburgh	- 2 0 0	Duncan Robertson	- 0 15 0	John Hossack	- 0 15 0
Christina Jane McRae	- 2 10 0	Heirs of General Macpherson	1 0 0	Betsy McKinnon	- 0 15 0
Widow MacMartin	- 0 10 0	Widow Macdonald	- 1 0 0	Duncan Forbes	- 0 14 6
Peter McHardy	- 1 10 0	Mrs. Sarah Macpherson	- 0 10 0	James Ross	- 1 1 0
John McIntosh, mason	- 0 6 6	James Macpherson	- 1 0 0	Mrs. McBain, Auchterblair	0 6 3
James Gordon	- 0 10 0	Roman Catholic Priest	- 0 10 0	Rev. Neil Dewar	- 2 3 0
		School Board	- 6 0 0		
		W. McBain, mason	- 1 10 0		
					£50 8 3

Abstract.

Rental	-	-	-	-	-	£1,803 14 0
Feus	-	-	-	-	-	50 8 3
						£1,854 2 3

EIGHTH SCHEDULE.

A.D. 1876.

REPORT and VALUATION of LANDS referred to in the Dochfour Estate Act, by P. MacBey and James Forbes Beattie, surveyors and valuers.

We have been furnished with printed copy of the Bill to which are appended schedules describing the lands and schedules of the respective rentals of said lands, all lying in Inverness-shire, and we have together visited and examined the several estates and discussed the matter of their respective values, and beg to report our joint opinion as under :

- | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---|---|---|---|---------|----|----|
| I. Lands of Brae Roy, in the parish of Kilmonivaig, described in Parcel First of the Third Schedule and Schedule Fourth of rentals, lying adjacent to the estate of Laggan. | Estimated capital value | - | - | - | - | £42,756 | 0 | 0 |
| II. Lands of Laggan, in the parish of Laggan, described in Parcel Second of the Third Schedule and Schedule Fifth of rentals, lying adjacent to the estate of Brae Roy and to Sir John Ramsden's estate of Ardvorichie. | Estimated capital value | - | - | - | - | 114,522 | 0 | 0 |
| III. Lands of Dunain, Ness Castle, and others, in the parishes of Inverness and Dores, described in Parcel Third of the Third Schedule and Schedule Sixth of rentals. | | | | | | | | |
| 1. Ness Castle estate, in the parishes of Inverness and Dores, lying on the right bank of the River Ness, opposite the estate and residence of Dochfour, the property of Evan Baillie, Esquire | | - | - | - | - | 58,193 | 10 | 10 |
| 2. Lands of Dunain, in the united parishes of Inverness and Bona, lying between the estate and residence of Dochfour, the property of Mr. Baillie and his lands of Kinmylie on the left bank of the River Ness | | - | - | - | - | 32,965 | 14 | 2 |
| 3 and 4. Lands of Lochend, in the united parishes of Inverness and Bona, lying to the south and adjacent to the estate and residence of Dochfour, the property of Mr. Baillie | | - | - | - | - | 18,531 | 8 | 4 |

A.D. 1876.

5. Lands of Hilton, in the united parishes of Inverness and Bona, distant about one mile from Inverness and adjacent to Mr. Baillie's lands of Culduthal	-	-	14,328	11	3	124,019	4	7
IV. Lands of Kingussie, in the parish of Kingussie and county of Inverness, described in Parcel Fourth of the Third Schedule and Schedule Seventh of rentals, lying on the left bank of the River Spey and intersected by the Highland Railway.								
Estimated capital value	-	-	-	-	-	£53,240	7	6

P. MACBEY.

JAMES F. BEATTIE.

Elgin, 4th March, 1876.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1876.

