



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 21.

An Act to enable *Duncan Davidson* Esquire, of *Tulloch*, to execute a new Entail of his Lands and Estates of *Tulloch*, for the Purpose of rectifying a Mistake in a former Entail thereof; and for vesting Parts of these Lands and Estates in Trustees, for relieving the said *Duncan Davidson* of Sums laid out in improving the same; and for certain other Uses and Purposes.

[16th July 1842.]

WHEREAS *Duncan Davidson* Esquire, formerly of *Tulloch*, deceased, with the special Consent of *Henry Davidson* Esquire, then younger, of *Tulloch*, his only Son, Father of *Duncan Davidson* Esquire, now of *Tulloch*, and they both for their respective Rights and Interests, by a Disposition and Deed of Entail, bearing Date the Twenty-seventh Day of *July* in the Year One thousand seven hundred and ninety-three, registered in the Register of Entails in *Scotland* the Fifteenth Day of *January* in the Year One thousand eight hundred, and in the Books of Council and Session in *Scotland* the Twenty-fifth Day of the same Month of *January*, gave; granted, and disposed to and in favour of the Entailer

Entail by *Duncan Davidson* and *Henry Davidson* his Son, 21st July 1793.

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the said *Duncan Davidson* in Liferent, and him the said *Henry Davidson* and the Heirs Male of the Body of him the said *Henry Davidson* in Fee; whom failing, to any other Sons to be procreated of his the said *Duncan Davidson* the Entailer's Body, according to their Seniority, and the Heirs Male of their Bodies respectively; whom failing, to the Heirs whatsoever of the Body of him the said *Henry Davidson*; whom failing, to the Heirs whatsoever of the Bodies of any other Sons yet to be procreated of his the said *Duncan Davidson's* Body, in their Order; whom failing, to *Sarah Chandler Davidson*, his the said *Duncan Davidson's* eldest Daughter, and the Heirs whatsoever of her Body; whom failing, to *Justina Davidson*, his the said *Duncan Davidson's* Second Daughter, and the Heirs whatsoever of her Body; whom failing, to any other Daughters yet to be procreated of his the said *Duncan Davidson's* Body according to their Seniority, and the Heirs whatsoever of their Bodies respectively; whom failing, to *Ann Davidson*, eldest Sister to him the said *Duncan Davidson*, Widow of *William Anderson* of *Udol*, and the Heirs Male of her Body; whom failing, to *William Dunbar*, only Son procreated of the Marriage between *Jean Davidson*, youngest Sister to him the said *Duncan Davidson*, and *William Dunbar*, Merchant in *Forres*, and the Heirs Male of his Body; whom failing, to the Heirs whatsoever of the Body of the said *Ann Davidson*; whom failing, to the Heirs whatsoever of the Body of the said *Jean Davidson*; whom all failing, to the nearest Heirs and Assignees whatsoever of him the said *Duncan Davidson* the Entailer; the eldest Heir Female excluding all other Heirs Portioners, and succeeding always without Division through the foresaid whole Course of Succession, and the Heirs whatsoever of the Body of the Heir who was last in possession of the Lands and Estate therein-after disposed (whether such Heir should have been served Heir of Tailie or not) succeeding always preferably to the Heirs whatsoever of the Body of any former Heir, so often as the Succession should devolve upon Heirs Female throughout the whole Course of Succession; and failing Heirs whatsoever of the Body of the Heir last in possession, then the Heirs whatsoever of the Body of the Heir immediately preceding him or her in possession succeeding preferably to the Daughter of any former Heir, and so backwards to the Heirs whatsoever of the Bodies of the Heirs who should have been in possession in retrogressive Order, so often as the Succession should devolve upon Heirs Female throughout the foresaid whole Course of Succession, heritably and irredeemably, all and whole the Lands and Barony of *Tulloch*, therein comprehending the particular Towns and Lands underwritten; *videlicet*, all and whole the Town and Lands of *Tulloch*, extending to an Fourth of an Davoch Lands; the Town and Lands of *Easter* and *Wester Drynies*; the Town and Lands of *Bellafriesh*, extending to an Fourth Part of an Davoch Land; all and whole the Town and Lands of *Strathskea* and Forest of *Strathrannoch*, with the Manor Place of *Tulloch*, Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Grazings, Pasturages, Outsetts, Insetts, and whole Parts, Pendicles, and Pertinents of the said Lands; and sicklike all and whole the Miln of *Inch*, with the astricted Multures of the Towns and Lands of *Davochcairn*, *Wester Drynie*, *Tulloch*, *Bellafriesh*, *Easter Drynie*, *Strathskea*, *Four Glacks*, *Little* and *Meikle Kinnairdies*,

Kinnairdies, with the Suckens, Knaveships, and other Rents and Services of the said Lands, as the same are astricted and thirled to the said Miln, and dissolved from the Miln of *Ussie*; and sicklike all and whole the said Miln of *Ussie*, with the Croft called the *Alehouse Croft* of the same, together with the astricted Multures and Suckens of the Lands of *Drumglass*, *Tollie*, and *Brahan*, and other Multures, Rents, and Emoluments used and wont any way pertaining to the said Miln, all lying within the Earldom of *Ross*, and of old within the Sheriffdom of *Inverness*, but now within the Sheriffdom of *Ross*; and also all and whole the Town and Lands of *Four Glacks* and *Meikle* and *Little Kinnairdies*, with Houses, Biggings, Yards, Orchards, Woods, and hail other Pertinents thereof whatsoever, together also with the Miln of *Strathskea*, Multures, Sequels, Rents, Profits, and Emoluments of the same, all lying as said is, and united and erected into an hail and entire Barony called the Barony of *Tulloch*; and also all and whole the Lands of *Luibs* and *Torringssea*, the Lands of *Corry* and *Mackerran*, the Lands of *Corryrenoch*, the Lands of *Craigdow* and *Corryhindron*, the Lands of *Minlegrennon*, the Lands of *Inchbea*, *Teachow*, *Bella-cholly*, and *Lead-Chartach*, the Lands of *Rennoch*, and the Lands of *Docolly*, which Lands of *Luibs* and others immediately above mentioned are Parts and Portions of the said Lands and Barony of *Tulloch*; and all and whole the Lands of *Little Kinnairdy*, and the Lands called the Ward and Haugh of *Dingwall* or *Kinnairdy*, with the hail Houses, Biggings, Grazings, Shealings, Pasturages, Annexes, Connexes, Parts, Pendicles, and Pertinents thereof, some Time occupied by the late Mr. *John Mackenzie*, Rector of *Dingwall*, and lying within the Diocese and Sheriffdom of *Ross*; and also all and whole the half Davoch Lands of *Auchlunachan*, commonly called *Ballone*; and also all and whole the Davoch Lands of *Auchtascaild*, with the Lands, Shealings, Pasturages, and Grazings of the Oxgate of *Craigour*; and in like Manner the Half of the Lands and Shealings of *Strathnashalg*, commonly called the *Old Town*, and *Isleannakaip*, and also the whole Oxgate Lands of *Larichintevoir*, lying also in *Strathnashalg*, with the Miln, Miln Lands, Multures, Suckens, Thirlages, and Knaveships, of the aforesaid whole Lands, with the Pertinents, with the Privilege and Power to erect a Miln, with Miln Dams, upon the foresaid Lands of *Auchlunachan*, for grinding Corns and Grain at the same Miln in all Time coming; and also all Houses, Biggings, Yards, Tofts, Crofts, Outfield Lands, Infield Lands, Loanings, Pastures, Grazings, Shealings, Pasturages, Woods, Privileges, Ports, Yairs, Fishings, Mosses, Muirs, Marshes, Parts, Pendicles, and universal Pertinents of the foresaid whole Lands, of whatsoever Kind, used and wont, with the Teind Sheaves and Parsonage Teinds of the same; and farther all and whole the Multures, Thirlages, Sucken, and Knaveship of *Auchindrean*, *Logie*, *Kirktown*, and *Leckmelm*, with the Parts and Pendicles thereof, lying in the *Meikle Strath* of *Lochbroom*, and which whole Lands and Pertinents, with the Houses, Tenants, and Possessors thereof, were astricted in full Thirlage and Sucken to the said Miln of *Auchlunachan*, and liable for ever for Services and Multures, as Use is, at every Miln within the County of *Ross*, all lying within the Parish of *Lochbroom* and County of *Ross*; and also all and whole the Lands
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of *Achnaclerach*, with the Parts, Pendicles, and Pertinents thereof, lying within the Sheriffdom of *Ross*; and also all and whole the Quarter of *Mungisdail*, together with the whole Parts, Pendicles, and Pertinents thereof, lying within the Parish of *Lochbroom*, and Sheriffdom of old of *Inverness*, now of *Ross*; and also all and whole that Quarter Land of *Auchlunachan* commonly called *Kerrowmoir*, with its Houses, Biggings, Yards, Tofts, Crofts, Grazings, Woods, Fishings, Parts, Pendicles, and universal Pertinents of the same whatsoever, used and wont, lying within the Barony of *Ardeve*, Parish of *Lochbroom*, and Sheriffdom now of *Ross*; as also all and whole the Town and Lands of *Auchlunachan* and *Garvin*, with the Houses, Biggings, Gardens, Tofts, Crofts, Outfield and Infield Lands, Grazings, Parts, Pendicles, and universal Pertinents belonging or understood to belong to the said Lands, or to any Part or Portion thereof, all lying within the Parish of *Lochbroom* and Sheriffdom of *Ross*, and which Lands and others last therein-before mentioned are described in the ancient Rights and Infeftments thereof in manner following; *videlicet*, all and whole the respective Parts and Portions of the Lands of *Auchlunachan*, commonly called the *Pecks of the Garves*, the *Two Pecks of Tommach*, the *Three Pecks of the Lurgi*, and *Two Pecks of Rinteaninach*, the just and equal Half of the Officers Croft called *Crait*, with the *Blairdow*, extending in whole to an Quarter Land, with the just and equal Half and its Proportion of the Grazing of *Lochferine*, with the Teinds, and all and sundry Houses, Biggings, Parts, Pendicles, and Pertinents of the said Lands, all lying in the Parish of *Lochbroom* and Shire of *Ross*; as also all and whole the Towns and Lands of *Glenarigoloch* and *Rhidoroch*, with the Teinds, both Parsonage and Vicarage thereof, and whole Houses, Biggings, Yards, Mosses, Muirs, Tofts, Crofts, Grazings, and Shealings, Ports, Harbours, Fishings, Parts, Pendicles, and universal Pertinents of the said Lands, all lying in the Parish of *Lochbroom* and Sheriffdom of *Ross*; and also all and whole the Town and Lands of *Killichuan*, extending to a Fourth Part of a Davoch of Land, with the Houses, Biggings, Yards, Tofts, Crofts, Mosses, Muirs, Marshes, Meadows, Commonities, Common Pasturage, Woods, Fishings, Yairs, Parts, Pendicles, Privileges, Liberties, and universal Pertinents of the said Lands and other Premises foresaid, used and wont, lying within the Parish of *Killerne*, lately the Bishoprick and Shire of *Ross*, with all Right, Title, and Interest which they the said *Duncan Davidson* and *Henry Davidson* had or any ways might have had, claim, or pretend to the Lands and others thereby disposed, or any Part thereof, with and under the Conditions, Provisions, Restrictions, Exceptions, Irritancies, Declarations, and Reservations therein-after specified, forming a Settlement of Lands in strict Entail according to the Law of *Scotland*: And whereas the said *Duncan Davidson* having died, he was succeeded in the said Entailed Estates by the said *Henry Davidson*, and the said *Henry Davidson* was infeft and seised in the whole foresaid Lands and others (saving and excepting the Quarter Land of *Auchlunachan* commonly called *Kerrowmoir*, with the Fishings and Pertinents, and the Lands of *Auchlunachan* and *Garvin*, and Pertinents, and the Lands of *Glenarigoloch* and *Rhidoroch*, and Teinds and Pertinents,) by virtue of a Charter of Resignation from the Crown following upon the Procuratory of Resignation in the foresaid Entail,

Entail, and dated the Third Day of *February* and written to the Seal and registered and sealed the Third Day of *March* One thousand eight hundred, and conform to an Instrument of Seisin in his Favour following upon the said Charter, and dated the Fourteenth and registered at *Inverness* the Eighteenth Days of *April* One thousand eight hundred; and the said *Henry Davidson* was infeft and seised in the said Quarter Land of *Auchlunachan* commonly called *Kerrowmoir*, and Fishings and Pertinents, and in the said Lands of *Auchlunachan* and *Garvin*, and Pertinents, and in all and whole the Lands of *Glenarigoloch* and *Rhidoroch*, and Pertinents, by virtue of a Charter of Resignation made and granted by Lady *Isabella Mackenzie* of *Cromarty*, Dowager Lady *Elibank*, following upon the Procuratory of Resignation in the foresaid Deed of Entail, and dated the Thirty-first Day of *March* One thousand eight hundred, and conform to Instrument of Seisin following upon the said Charter, dated the Twenty-first and Twenty-second and registered at *Inverness* the Thirtieth Days of *August* One thousand eight hundred; and in respect the said *Duncan Davidson*, the Maker of the foresaid Disposition and Deed of Entail, had not a sufficient Title (when he made the said Disposition and Deed of Entail) to the said Quarter of *Mungisdail* or *Monkcastle*, the said *Henry Davidson* was infeft and seised therein as Heir to the deceased *Henry Davidson*, his Uncle, by virtue of a Charter of Confirmation and Precept of *Clare constat* made by himself, and dated the Third Day of *April* One thousand eight hundred, and conform to an Instrument of Seisin following upon the said Precept, and dated the Sixteenth Day of *May* and registered at *Inverness* the Sixth Day of *June*, both in the Year One thousand eight hundred; and thereafter the said *Henry Davidson* made a Supplemental Disposition and Deed of Entail of the said Lands of *Mungisdail* or *Monkcastle*, in favour of himself and of the Series of Heirs called to the Succession of the Estate of *Tulloch* by the Disposition and Deed of Entail before recited, and under all the Conditions thereof, which Supplemental Disposition and Deed of Entail is dated the Eighth Day of *September* One thousand eight hundred, and is recorded in the Register of Tailzies the Thirteenth Day of *January* One thousand eight hundred and one; and further the said *Henry Davidson* was infeft and seised in the foresaid Half Davoch Lands of *Auchlunachan* commonly called *Ballone*, and Pertinents, in all and whole the Davoch Lands of *Auchtascauld*, and Grazing of the Oxgate of *Craigour*, and Pertinents, in the Half of the Lands and Shealings of *Strathnashalg* commonly called the *Old Town* and *Isleannakaip*, and Pertinents, in the whole Oxgate Lands of *Larichinteavoir*, with the Miln, Miln Lands, and Multures thereof, and Teinds, and Pertinents, in the Multures, Thirlage, Sucken, and Knaveship of *Auchindrean*, *Logie Kirktown*, and *Lechmelm*, and Pertinents, and in all and whole the Quarter of *Mungisdail* or *Monkcastle*, with the Pertinents, by virtue of a Charter of Resignation made and granted by himself following upon the Procuratory of Resignation in the foresaid Deed of Entail herein first set forth, and dated the Eighth Day of *September* One thousand eight hundred, and conform to Instrument of Seisin following upon the said Charter, dated the Twenty-eighth Day of *October* and registered

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Will of Duncan Davidson, 10th of March, 1798, containing a Bequest of 20,000*l.* to be laid out in Lands to be entailed.

tered at *Inverness* the Seventh Day of *November* One thousand eight hundred; and the said Lands and others contained in the said Charter by the said *Henry Davidson* in his own Favour, as aforesaid, were resigned *ad perpetuam remanentiam*, and under all the Conditions, Provisions, Restrictions, Exceptions, Irritancies, Declarations, and Reservations contained in the foresaid Deed of Entail, conform to a Procuratory of Resignation made by the said *Henry Davidson*, dated the Fourth Day of *February* One thousand eight hundred and one, and Instrument of Resignation following thereon, dated the said Fourth Day of *February* and registered at *Edinburgh* the Third Day of *March* One thousand eight hundred and one: And whereas the said *Duncan Davidson*, by his last Will and Testament, bearing Date the Tenth Day of *March* One thousand seven hundred and ninety-eight, and registered in the Commissary Court Books of *Edinburgh* on the Seventeenth Day of *December* One thousand seven hundred and ninety-nine, gave, devised, and bequeathed the Residue of his Personal Estate to the said *Henry Davidson* his Son, his Heirs, Executors, Administrators, and Assigns, for ever, charged and chargeable nevertheless, and subject the said Residue, to the Payment of the Sum of Twenty thousand Pounds, which he directed to be paid to *Alexander Anderson* of *Udol* in the County of *Cromarty*, Esquire, *John Mackenzie* of *Bayfield*, in the County of *Ross*, Esquire, *Donald M'Leod* of *Geanies* in the County of *Ross*, Esquire, *Robert Milligan* of the City of *London*, Merchant, his Brother-in-Law, *William Gemmel* Esquire, and *William Anderson* of *Guildford Street* in the Parish of *Saint Pancras* in the County of *Middlesex*, Esquire, or the Survivors or Survivor of them, his Executors or Administrators, to be by them laid out in manner mentioned in a certain Instrument or Deed Poll by him intended to be executed, and bearing equal Date with the said last Will and Testament; and by his said last Will and Testament also the said *Duncan Davidson* directed his said Son to entail his Lands of *Gruinyard* in the Parish of *Gairloch* and County of *Ross*, and acquired by him from the Heir of the late *Mac Iver*, in Terms of the foresaid Disposition and Deed of Entail of the Estate of *Tulloch*, and under all the Conditions thereof; and by the said Instrument or Deed Poll which refers to the said last Will and Testament, and bears Date the said Tenth Day of *March* One thousand seven hundred and ninety-eight, and is recorded in the Books of Council and Session on the Tenth Day of *September* One thousand seven hundred and ninety-nine, the said *Duncan Davidson* ordered and directed the said *Alexander Anderson*, *John Mackenzie*, *Donald MacLeod*, *Robert Milligan*, *William Gemmel*, and *William Anderson*, and the Survivors and Survivor of them, his Heirs, Executors, or Administrators, from Time to Time, as proper Opportunities should offer, to lay out the said Sum of Twenty thousand Pounds in One or more Purchase or Purchases of Land of Inheritance situate in the said County of *Ross* in that Part of *Great Britain* called *Scotland*, as near the said Estate of *Tulloch* in the said County as might be, or in some near adjoining County, and which Lands when purchased the said *Duncan Davidson* directed the said *Alexander Anderson*, *John Mackenzie*, *Donald MacLeod*, *Robert Milligan*, *William Gemmel*, and *William Anderson*, or the Survivors

Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, to convey, settle, and entail, with all proper prohibitive, irritant, and resolute Clauses, so as the same might be effectually limited and unalienably entailed, as far as the Laws of *Scotland* would permit, to such Person and Persons, his, her, and their Heirs, and to such Uses, Intents, and Purposes, as were mentioned and expressed in the foresaid Disposition and Deed of Entail of the Lands of *Tulloch* made by him and his said Son, or such and so many of them as should for the Time being be then existing undetermined and capable of taking effect: Provided always, that it should and might be lawful for them the said *Alexander Anderson*, *John Mackenzie*, *Donald MacLeod*, *Robert Milligan*, *William Gemmel*, and *William Anderson*, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, to retain and deduct out of the said Sum of Twenty thousand Pounds, or such Part thereof as should come to their Hands respectively, all reasonable Costs, Charges, and Expences which they, any or either of them, should pay, expend, or be put to, unto, in, or about the Completion of the said Purchase, or the Execution of the Trust so vested in them: And whereas the said *Henry Davidson* never did in his Lifetime pay to the Parties named in the said Instrument or Deed Poll the said Sum of Twenty thousand Pounds, to be laid out and invested as thereby directed, but in Implement *pro tanto* of the Obligation or Injunction contained in the said last Will and Testament, and in the said Instrument or Deed Poll, he purchased the Lands after mentioned; *videlicet*, the Lands of *Davocharty* and others, herein-after described, at the Price of Six thousand Pounds Sterling, and the Lands of *Leckmelin* and others, also herein-after described, at the Price of Seven thousand Pounds Sterling, which said Lands he entailed in manner herein-after mentioned: And whereas by a Contract of Marriage entered into by the said *Duncan Davidson*, now of *Tulloch*, therein described as younger of *Tulloch*, eldest Son of the said *Henry Davidson* Esquire, then of *Tulloch*, with the special Advice and Consent of his said Father, and the said *Henry Davidson* for himself, on the one Part, and the Honourable *Elizabeth Diana Macdonald*, Daughter of the Right Honourable Sir *Godfrey Bosville Macdonald* Baronet, Baron *Macdonald of Slate* in the County of *Antrim* in the Kingdom of *Ireland*, on the other Part, bearing Date the Eighteenth Day of *June* in the Year One thousand eight hundred and twenty-five, and registered in the Register of Entails in *Scotland* the Fifth Day of *July* thereafter, and in the Books of Council and Session in *Scotland* the Fourteenth Day of *October* in the same Year, the said *Henry Davidson* thereby resigned, surrendered, upgave, overgave, and delivered all and whole the Lands and Barony of *Tulloch*, and the other Lands and Estates in the before-recited Disposition and Deed of Entail and herein-before mentioned and described, and by the said Contract of Marriage the said *Henry Davidson*, in Implement of the Obligation or Injunction contained in the foresaid last Will and Testament of the said *Duncan Davidson* his Father upon him the said *Henry Davidson*, to entail the said Lands of *Gruinard*, resigned, surrendered, upgave, overgave, and delivered all and whole the Lands and others after mentioned (being the Lands and others which had been acquired by the said *Duncan Davidson*, deceased from

Contract of Marriage of *Duncan Davidson*, now of *Tulloch*, 18th June 1825, containing a new Entail of the Estates.

from the Heir of the late *Mac Iver*); namely, all and hail the Town and Lands of *Sand* and *Little Gruinard*, the Town and Lands of *Udrigill*, *Lead Millin*, *Auchnagarvie*, *Shuniolair*, *Dreminver*, and *Donnifersand*, otherwise called the First, Second, and Third Coasts, together with Two Thirds or Shares of the Miln and Multure, Rents of the Mill of *Aultbea*; as also all and whole that Part of the Hill Grazing of *Benchaisken* called *Carnmore*, and bounded at by the Burn called *Aultcantain*, and from thence in a straight Line up to the Top of the Hill, and from thence in a straight Line down the Hill until it reaches the March betwixt the said Grazings of *Benchaisken* and the said *Henry Davidson* of *Tulloch's* Lands of *Stranascal*, as also all and whole the just and equal Half of the remaining Part of the Hill Grazing of *Benchaisken* lying to the North of the foresaid Part thereof called *Carnmore*, together with the hail Multure, Sucken, Thirlage, and Knaveship of all Corns and Grain that should happen to grow upon the said several Lands, with all and sundry Houses, Biggings, Yards, Loanings, Grazings, Shealings, Outfield Lands, Infield Lands, Annexis, Connexis, Dependencies, Mosses, Muirs, Marshes, Lochs, Havens, Teinds, Fishings, Woods, Parts, Pendicles, Pasturages, and universal Pertinents belonging to the said Lands any manner of way whatsoever, excepting One Third Part or Share of the Kelp and Sea Ware upon the Shores of *Udrigill* and *Sand*, which was by the Disposition executed by *John Mackenzie* of *Gruinard* to *Mr. Murdoch Mac Iver*, Minister of the Gospel at *Lochalsh*, reserved to him the said *John Mackenzie*, as the said several Lands and Grazings lie in Breadth and Length, and have been possessed by the Tenants and Possessors thereof, and as the same are otherwise or more particularly described and denominated in the original and subsequent Rights and Infestments of the same, all lying within the Barony of *Lochbroom*, Parish of *Gairloch*, and Sheriffdom of *Ross*; as also Two Thirds or Shares of all and hail the Salmon Fishing upon the Sea Coast of *Tenaflin* and *Drumchorke*, as far as the same extends betwixt the Burn of *Rincrazy* and the Burn of *Glen*, being the March and Boundary betwixt the foresaid Lands and the Lands of *Turnaig*, and also Two Third Parts of the Salmon Fishing upon the Sea Coast opposite to the Lands of *Donifersand*, and called the Second Coast, before mentioned, lying also within the Parish of *Gairloch* and Sheriffdom of *Ross*; and also all and whole Two Thirds or Shares of the Kelp and Sea Ware upon the Shores of *Drumchorke* and *Tenaflin*, together with all Right, Title, and Interest, and Claim of Right, petitory or possessory, which the said *Donald Mac Iver*, or his Predecessors and Authors, had, or his Heirs and Successors might anywise have, claim, or pretend to the Lands, Fishings, Teinds, and others thereby disposed, or any Portion thereof, in Time coming; as also all and whole the Town and Lands of *Aultbea*, with One Third of the Miln thereof, the Town and Lands of *Drumchorke*, the Town and Lands of *Tenaflin*, and Croft of *Blairmore*, and One Third Part or Share of the Kelp and Sea Ware upon the Shores of the Towns and Lands of *Udrigill* and *Sand*, as well as upon the Shores of the said Lands of *Drumchorke* and *Tenaflin*, with the whole Shealings, Grazings, Fishings, Parts, Pendicles, and Pertinents whatsoever belonging to the said Lands and others, which are Parts and

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Portions of the Lands of *Greenyara* or *Gruinard*, all lying within the Parish of *Gairloch*, Earldom and Shire of *Ross*, together with all Right and Interest which Captain *John Mackenzie* of *Gruinard* had to the Teinds, Parsonage and Vicarage, of the said Lands; and farther, by the said Contract of Marriage, and in Implement *pro tanto* of the Obligation or Injunction contained in the said last Will and Testament, and in the said Instrument or Deed Poll having Reference thereto, (that is, the Obligation or Injunction to lay out the Sum of Twenty thousand Pounds in Land, as aforesaid,) the said *Henry Davidson*, by the said Contract of Marriage, also resigned, surrendered, upgave, overgave, and delivered all and whole the Town and Lands of *Davocharty*, with the Pertinents, lying within the Parishes of *Fodderty* and *Dingwall* and Sheriffdom of *Ross*, bounded in manner after expressed; namely, having the Town and Lands of *Davochcairn* on the West, the Lands of *Balfriese* and *Drynie* on the East, the Muir or Common Pasturage on the North, and the Water or Burn of *Peffer*, running to the Sea by *Dingwall*, on the South Parts; and farther, all and whole the Lands of *Bog* of *Dingwall*, of old called *Bogmonvey*, otherwise the *Wester Bog*, the *Mid Bog*, and *East Bog*, with the hail Parts, Pendicles, and Pertinents thereof; and also all and hail the Mill of *Bridgend*, commonly called the Mill of *Dingwall*, Mill Lands, Multures, and Sequels thereof, Houses, Biggings, Yards, Tofts, Crofts, Thirlages, Parts, Pendicles, and Pertinents of the same, used and wont, lying within the Territories of the Burgh of *Dingwall*, Parish thereof, and Sheriffdom of *Ross*; as also all and whole the Easter and Wester Quarters of the Lands of *Lochmaline* (now called *Leckmelin*), extending to an Half Davoch of Land, with Houses, Biggings, Yards, Tofts, Crofts, Outsets, Shealings, Grazings, Fishings, Annexis, Connexis, Parts, Pendicles, and universal Pertinents thereof whatsoever, all lying within the Barony of *Lochbroom*, Parish thereof, and Sheriffdom, formerly of *Inverness*, now of *Ross*, together with all Right, Title, Interest, and Claim of Right that the said *Henry Davidson*, his Predecessors or Authors, or Heirs or Successors, had or any ways might have, claim, or pretend thereto, or any Part thereof, in the Hands of the said *Henry Davidson*'s immediate lawful Superiors thereof, or of their Commissioners, as therein mentioned, in favour and for new Infeftment, not only of the said Lands and Barony of *Tulloch* and other Lands, and others contained in the foresaid Disposition and Deed of Entail first herein-before recited, but also of the said Lands of *Sand*, *Little Gruinyard*, and other Lands aforesaid, which lie in the said Parish of *Gairloch*, and likewise the said Lands of *Davocharty*, the Lands of *Bog* of *Dingwall*, the Mill of *Bridgend*, Mill Lands, Multures, and Pertinents, and the said Lands of *Lochmaline* or *Leckmelin* and Pertinents, to be made and granted to him the said *Henry Davidson* in Liferent during all the Days of his Life, and to the said *Duncan Davidson*, now of *Tulloch*, and the Heirs Male of his Body, in Fee; whom failing, to *Henry Davidson* Esquire, Merchant in *London*, Second Son of the said *Henry Davidson*, and the Heirs Male of his Body; whom failing, to *John Davidson*, Third Son of the said *Henry Davidson*, and the Heirs Male of his Body; whom failing, to *William Davidson*, Fourth Son of the said *Henry Davidson*, and the Heirs Male of his Body; whom failing, to any other Son or Sons

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to be procreated of the Body of the said *Henry Davidson* according to their Seniority, and the Heirs Male of their Bodies respectively; whom failing, to the Heirs whatsoever of the Bodies of the said *Henry Davidson's* Sons before named, and of any other Sons yet to be procreated of his Body, in their Order; whom failing, to *Lucy Davidson*, the eldest Daughter of the said *Henry Davidson*, and the Heirs whatsoever of her Body; whom failing, to *Caroline Davidson* his Second Daughter, and the Heirs whatsoever of her Body; whom failing, to *Sarah Justina Davidson* his Third Daughter, and the Heirs whatsoever of her Body; whom failing, to any other Daughter or Daughters to be procreated of his Body, according to their Seniority, and the Heirs whatsoever of the Bodies of such Daughters respectively; whom failing, to *Sarah Chandler Davidson*, then *Alves*, his Sister, Wife of *William Alves* Esquire, and the Heirs whatsoever of her Body; whom failing, to *Justina Davidson*, then *Dallas*, Sister of the said *Henry Davidson* of *Tulloch*, Widow of the Right Honourable Sir *Robert Dallas* Knight, and the Heirs whatsoever of her Body; whom failing, to the Heirs Male of the Body of the deceased *Ann Davidson*, afterwards *Anderson*, eldest Sister of the deceased *Duncan Davidson* of *Tulloch*, Father of the said *Henry Davidson*, then of *Tulloch*, and Wife of the deceased *William Anderson* of *Udol*; whom failing, to the Heirs whatsoever of her Body; whom failing, to the Heirs whatsoever of the deceased *Jean Davidson*, afterwards *Dunbar*, youngest Sister of the said deceased *Duncan Davidson*, and Wife of the deceased *William Dunbar*, Merchant in *Forres*; whom failing, to the nearest Heirs and Assignees whatsoever of the said deceased *Duncan Davidson*; the eldest Heir Female excluding all other Heirs Portioners, and succeeding always without Division through the foresaid whole Course of Succession, and the Heir whatsoever of the Body of the Heir who was last in possession of the Lands, Barony, and others therein-before described, whether such Heir should have been served Heir of Tailzie or not, succeeding always preferably to the Heirs whatsoever of the Body of any former Heir so often as the Succession should devolve upon Heirs Female throughout the whole Course of Succession; and failing Heirs whatsoever of the Body of the Heir last in possession, then the Heirs whatsoever of the Body of the Heir immediately preceding him or her in possession succeeding preferably to the Daughter of any former Heir, and so backwards to the Heirs whatsoever of the Bodies of the Heirs who should have been in possession in retrogressive Order, so often as the Succession should devolve upon Heirs Female throughout the foresaid whole Course of Succession, heritably and irredeemably, with and under the whole Conditions, Provisions, Restrictions, Exceptions, Clauses irritant and resolute, Declarations and Reservations, therein-after specified, also forming a Settlement of Lands in strict Entail according to the Law of *Scotland*: And whereas the said *Henry Davidson* was infest and seised in Liferent, and the said *Duncan Davidson*, now of *Tulloch*, was infest and seised in Fee, in the Lands and Estate of *Tulloch*, and in the other Lands which are contained, not only in the Disposition and Deed of Entail first herein-before recited, but also in the said Contract of Marriage, (saving and excepting the Quarter Lands of *Auchlunachan*, commonly called *Kerrowmoir*, with the Fishings and Pertinents,

Pertinents, and the Lands of *Auchlunachan* and *Garvin*, and Pertinents, and the Lands of *Glenarigoloch* and *Rhidoroch*, and Pertinents,) by virtue of a Charter of Resignation from the Crown following upon the Procuratory of Resignation contained in the said Contract of Marriage, and dated the Fifth Day of *July* and written to the Seal and registered and sealed the Thirty-first Day of *August* in the Year One thousand eight hundred and twenty-five, and conform to an Instrument of Seisin following on the said Charter, dated the Twenty-ninth Day of *September* and registered at *Edinburgh* the Seventh Day of *October* in the said Year One thousand eight hundred and twenty-five; and the said *Duncan Davidson* was infeft and seised in Fee in the said Quarter Land of *Auchlunachan*, commonly called *Kerrowmoir*, and Fishings and Pertinents, and in the said Lands of *Auchlunachan* and *Garvin*, and Pertinents, and in all and whole the Lands of *Glenarigoloch* and *Rhidoroch*, and Teinds, Fishings, and Pertinents, by virtue of a Charter of Resignation made and granted by the Honourable Mrs. *Maria Murray Hay Mackenzie* of *Cromarty*, following upon the Procuratory of Resignation in the said Contract of Marriage, and dated the Twentieth Day of *August* One thousand eight hundred and twenty-nine, and conform to Instrument of Seisin following upon the said Charter, dated the Eighth Day of *October* and registered at *Edinburgh* the Seventh Day of *November*, both in the Year One thousand eight hundred and twenty-nine; and the said *Duncan Davidson*, now of *Tulloch*, was infeft and seised in Fee in the said Lands of *Sand* and *Little Gruinyard*, the Town and Lands of *Udrigill*, *Lead Millin*, *Auchnagarvie*, *Shuniolair*, *Dreminver*, and *Donifersand*, and in the said Two Thirds or Shares of the Miln and Multure Rents of the Mill of *Aultbea*, with the Teinds, Fishings, and Pertinents, by virtue of a Charter of Resignation dated the Twenty-ninth Day of *July*, Twelfth Day of *August*, and Seventeenth Day of *September*, all in the Year One thousand eight hundred and twenty-nine, made and granted by the Honourable Mrs. *Mary Frederica Elizabeth Stewart Mackenzie* of *Seaforth*, with Consent of *James Alexander Stewart Mackenzie* Esquire, her Husband, and *Patrick Cockburn*, Accountant in *Edinburgh*, and *William Mackenzie*, Writer to the Signet, and conform to an Instrument of Seisin following upon the said Charter, dated the Ninth Day of *October* and registered at *Edinburgh* the Seventh Day of *November*, both in the Year One thousand eight hundred and twenty-nine; and the said *Duncan Davidson*, now of *Tulloch*, was infeft and seised in Fee in the Town and Lands of *Aultbea*, with One Third of the Mill thereof, the Town and Lands of *Drumchork*, the Town and Lands of *Tenafilin*, and Croft of *Blairmore*, and One Third Part or Share of the Kelp or Sea Ware upon the Shores of the Towns and Lands of *Udrigill* and *Sand*, as well as upon the Shores of the said Lands of *Drumchork* and *Tenafilin*, with the Fishings and Pertinents, by virtue of a Charter of Resignation following upon the Procuratory contained in the said Contract of Marriage dated the Sixth Day of *October* One thousand eight hundred and twenty-nine, and made and granted by Dame *Geddes Mackenzie*, Relict of Sir *Alexander Mackenzie* of *Avoch*, Knight, *Factrix loco tutoris* nominated and appointed by the Lords of Council and Session to *Alexander George Mackenzie*, eldest Son of the said deceased

deceased Sir *Alexander Mackenzie*, and conform to an Instrument of Seisin following upon the said Charter, and dated the Ninth Day of *October* and registered at *Edinburgh* the Seventh Day of *November*, both in the Year One thousand eight hundred and twenty-nine; and the said *Henry Davidson* was infest and seised in Liferent, and the said *Duncan Davidson*, now of *Tulloch*, was infest and seised in Fee, in the said Town and Lands of *Davocharty* and Pertinents, by virtue of a Charter of Resignation following upon the Procuratory contained in the said Contract of Marriage dated the Twenty-sixth Day of *October* One thousand eight hundred and twenty-five, and made and granted by the said *Duncan Davidson*, now of *Tulloch*, and conform to an Instrument of Seisin following upon the said Charter, and dated the Twenty-sixth Day of *October* and registered at *Edinburgh* the Nineteenth Day of *November*, both in the said Year One thousand eight hundred and twenty-five; and the said *Duncan Davidson*, now of *Tulloch*, was infest and seised in Fee in the said Easter and Wester Quarters of the Lands of *Leckmaline*, now called *Leckmelin*, and Fishings and Pertinents, by virtue of a Charter of Resignation following upon the Procuratory contained in the said Contract of Marriage dated the Twenty-third Day of *July* and Seventeenth Day of *September*, both in the Year One thousand eight hundred and twenty-nine, made and granted by *Charles Ross* of *Invercarron*, Esquire, Advocate, with the special Advice and Consent of *James Alexander Stewart Mackenzie* Esquire, of *Seaforth*, and conform to an Instrument of Seisin following upon the said Charter, dated the Eighth Day of *October* and registered at *Edinburgh* the Seventh Day of *November*, both in the Year One thousand eight hundred and twenty-nine: And whereas the said *Henry Davidson*, after the Date of the foresaid Contract of Marriage, purchased and acquired the Lands of *Auchindrean*, commonly called the Half Davoch Lands of *Auchindrean*, and Fishings and Pertinents thereof, lying in the Parish of *Lochbroom* and Shire of *Ross*, from *James Scott*, Accountant in *Edinburgh*, as Trustee named and appointed by *Kenneth Mackenzie* of *Dundonnell*, at the Price of Seven thousand five hundred Pounds Sterling, with the View of entailing them as in Implement farther of the Obligation imposed upon him by the said *Duncan Davidson* by his last Will and Testament, and relative Instrument or Deed Poll, but the said *Henry Davidson* omitted to entail these Lands, and they now are vested in the said *Duncan Davidson*, now of *Tulloch*, in Fee Simple, by virtue of a supplementary Disposition made by the said *James Scott*, dated the First Day of *September* One thousand eight hundred and twenty-seven, and by an Instrument of Seisin following thereon, dated the Twenty-fifth Day of *September* and registered at *Edinburgh* the Thirteenth Day of *November*, both in the Year One thousand eight hundred and twenty-seven; And whereas, although it had been the obvious Meaning and Intention of the said *Henry Davidson* that the Destination of Heirs contained in the said Contract of Marriage should have been the same with that contained in the previous Deed of Entail executed by the said *Duncan Davidson*, and by him the said *Henry Davidson*, nevertheless the Destination of Heirs under the said recited Contract of Marriage differs from that contained in the foresaid original Deed of Entail, inasmuch as *William Dunbar* (mentioned in the said original

original Deed of Entail), and the Heirs Male of his Body, are not noticed in or called by the said Contract of Marriage, and inasmuch also as there is a Destination in the said original Deed of Entail to *Jean Davidson* and the Heirs of her Body, while the Destination in the said Contract of Marriage is to *Jean Davidson* and her Heirs whatsoever, and farther, and while by the said original Deed of Entail the Heirs thereby called to the Succession are taken bound to possess by virtue of it, and of the Charters and Seisins to follow thereon, and of no other Title, the Heirs are by the said recited Contract of Marriage required to possess, by virtue of it and of the Charters and Seisins to follow thereon, and of no other Title, and farther, the Destination of Heirs given in the Charters which followed on the said recited Contract of Marriage differs from the Destination given in the said Contract of Marriage itself; and as great Inconvenience might result from such Differences, it is expedient and will be beneficial, as well to the said *Duncan Davidson*, now of *Tulloch*, as to all the future Heirs of Entail, that such Differences shall be done away and corrected, and that the Titles made up under the said Contract of Marriage shall also be corrected and amended, for the Purpose of avoiding all future Questions thereon: And whereas the said *Henry Davidson* died in the Year One thousand eight hundred and twenty-seven, and the said *Duncan Davidson*, now of *Tulloch*, is in the Fee and Possession of all the Estates as aforesaid, and has been so since the Death of the said *Henry Davidson*: And whereas the said *Duncan Davidson*, now of *Tulloch*, has, since he entered into the Possession of the said Entailed Lands and Estates, expended large Sums of Money upon the Improvement and Amelioration thereof, and in erecting Farm Houses and Offices, or making Allowance to Tenants for the Erection of the same, and in planting, draining, enclosing, and improving the said Lands, making Roads throughout or for the Use of the same, and otherwise in the Improvement of the Estate, and in improving the Mansion House upon the said Estate, with the Garden and Grounds connected therewith, and in making other permanent Improvements upon the said Estate, and likewise for building or repairing Churches, Manses, Schools, and Schoolmasters Houses, in which the said Estate has an Interest, which Sums so expended amount in all, as appears from the Schedule (A.) hereunto annexed, to the Sum of Twenty-one thousand and eighty-four Pounds Seven Shillings and Sixpence Three Farthings: And whereas the said Mansion House is inconvenient in point of Size, and stands in need of farther or other Repairs, the Cost of all which will be Four thousand Pounds, or thereby: And whereas an Act was passed in the Tenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of Great Britain called Scotland held under Settlements of strict Entail*, by which a certain Relief was intended to be given to Heirs of Entail expending Money on the Improvement of their Estates, upon complying with the Regulations therein laid down, but the Provisions of the said Act are not such as to afford Relief in reference to all the Heads of Expenditure above contemplated: And whereas the Heirs of Entail who will succeed to the said Entailed Estates after the said *Duncan Davidson* will derive

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great Advantage from the Expenditure so made as aforesaid for the Benefit of the said Entailed Estate, and will also be benefited by the said Mansion House being made suitable and properly repaired, and it is just and reasonable that the said *Duncan Davidson* should be relieved in manner herein-after provided; in respect of Sums laid out by him for the Improvement or Advantage of the said Entailed Estate, and that he should be enabled to raise Funds for the Improvement of the said Mansion House: And whereas Relief can best be given to the said *Duncan Davidson* for Money expended as aforesaid, and Money can best be provided for the Improvement of the Mansion House by the Sale of the foresaid Lands of *Sand, Gruinyard*, and others, which lie in the Parish of *Gairloch* and Shire of *Ross*, and which are set forth in Schedule (B.) hereto annexed, or by borrowing Money on the Security thereof; but the Purposes aforesaid cannot be effected without the Authority of Parliament: And whereas the said *Duncan Davidson*, now of *Tulloch*, is desirous to entail the foresaid Lands of *Auchindrean*, commonly called the Half Davoch Lands of *Auchindrean*, (and which are set forth in Schedule (C.) hereto annexed,) in complete Implement of the aforesaid Obligation imposed by the said deceased *Duncan Davidson* upon the said *Henry Davidson* by his last Will and Testament, and in the Instrument or Deed Poll aforesaid, to vest Twenty thousand Pounds in Land, as aforesaid: May it therefore please Your Majesty, upon the humble Petition of the said *Duncan Davidson*, 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, That the said *Duncan Davidson*, at any Time during his Life, or failing him the Heir of Entail for the Time being (although minor for the Time, provided his Tutors or Curators shall concur,) who shall be possessed and seised of the Entailed Estates comprised in the foresaid Disposition and Deed of Entail executed by the said *Duncan Davidson*, then of *Tulloch*, with the special Consent of the said *Henry Davidson* his Son, and also of the Lands and Estates comprised in the foresaid Contract of Marriage entered into by the said *Duncan Davidson*, now of *Tulloch*, with the special Advice and Consent of the said *Henry Davidson* his Father, and the Honourable *Elizabeth Diana Macdonald*, herein-before particularly mentioned and described, shall, as soon as conveniently may be after the passing of this Act, apply summarily by Petition to the Court of Session in *Scotland* in either Division thereof, and by and with the Direction and Approbation of the said Court make, grant, and execute a Disposition and Settlement or Deed of Entail of the Lands and Barony of *Tulloch*, and other Heritages first before described, and also of the whole other Lands described and contained in the before-recited Contract of Marriage, (saving and excepting the said Lands of *Sand, Little Gruinyard*, and others, which are contained in Schedule (B.) hereto annexed, and are vested hereby in Trustees,) which Disposition and Settlement or Deed of Entail shall be made in the Form and Manner which shall appear to the Judges of the said Court most proper for effectually settling and securing the said Lands and other Heritages to and in favour of the same Series of Heirs of Entail as were called to take and succeed under the said before-

A new Deed of Entail to be executed under the Authority of the Court of Session.

before-recited Deed of Entail executed by the said *Duncan Davidson*, then of *Tulloch*, with the special Consent of *Henry Davidson*, then younger, of *Tulloch*, his only Son, bearing Date the Twenty-seventh Day of *July* in the Year One thousand seven hundred and ninety-three, in the Form of a strict Entail, and under all the Reservations, Provisions, Qualifications, Conditions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, which in and by the before-recited Deed of Entail are declared and expressed of and concerning the Lands, Barony, and Estates therein specified and contained, and which Disposition and Settlement or Deed of Entail shall be so framed as to bind the Institute as well as all and every other Person succeeding as Heir of Entail; and further, that the said Lands of *Auchindrean* (freed of all Debts and Incumbrances) shall be included in the said Disposition and Settlement or Deed of Entail as in Implement of the Obligation aforesaid.

II. And be it enacted, That after the said Disposition and Deed of Settlement or Entail shall be so made and executed, in Manner and to the Effect aforesaid, the same shall be forthwith recorded in due Form in the Register of Tailzies, for the Benefit and Security of all and every Person and Persons interested therein, and a Charter or Charters may and shall pass and be obtained thereupon, and Infeftment be taken by virtue of the Precept or Precepts of Seisin therein contained, and be registered agreeably to the Forms and Practice of the Law of *Scotland*, upon all which the said Court shall interpose its Authority, by declaring that the Directions by this Act given in that Behalf have been complied with, according to the true Intent and Meaning thereof, and that the Disposition and Settlement or Deed of Entail hereby authorized to be made is and shall be the ruling Settlement of the Estates therein contained.

New Deed of Entail to be recorded in the Register of Tailzies, and Titles made up therein.

III. And be it enacted, That the said *Duncan Davidson* shall not be held to have committed an Irritancy or incurred any Forfeiture by reason of his having hitherto held and possessed the aforesaid Lands and other Subjects under and by virtue of the Titles hereinbefore set forth.

Heir not to be held to have incurred an Irritancy.

IV. And be it enacted, That the Lands of *Sand*, *Little Gruinyard*, and others, described in Schedule (B.) hereunto annexed, shall, from and immediately after the making and completing the Deed of Entail hereby authorized and directed, recording thereof in the Register of Tailzies, passing the Charters thereon, and the taking and recording in the Register of Seisins the Instruments of Seisin to follow thereupon, be vested in, and the same are hereby and from thenceforth settled upon and vested in, *Sir Francis Walker Drummond* of *Hawthornden*, Baronet, *Ewen Macpherson* Esquire, of *Cluny*, and *Henry Duncan Fergusson* Esquire, Writer in *Edinburgh*, and their Successors in Office; to be appointed in virtue of this Act, and the Survivors and Survivor of them, and the Heirs of such Survivor for ever, in Fee Simple, freed and discharged of and from all and every the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolute, which in and by the said Deed of Entail executed by the said *Henry Davidson*,

The Lands of Little Gruinyard, &c. vested in Trustees to be sold.

Davidson, or by the last Will and Testament of the said deceased *Duncan Davidson*, or by the subsequent Investitures, are limited, created, and expressed, declared and contained, of and concerning the same, but nevertheless upon Trust and to and for the Intents and Purposes herein-after expressed, that is to say, upon Trust that they the said Trustees and their Successors, and the Survivors or Survivor of them, or the Heir of such Survivor, do and shall with all convenient Dispatch, after Intimation to the Heir of Entail in possession, make sale and absolutely dispose of the said Lands of *Sand*, *Gruinyard*, and others, described in the said Schedule (B.) hereunto annexed, by private Sale or public Auction, in whole or in Parcels, and at such Price or Prices as they or the Survivors or Survivor of them may think fit, with Power to the said Trustees to adjourn the Sale or Sales from Time to Time to such Time and Place as they shall judge expedient: Provided always, that previous Notice by public Advertisement of such intended Sale shall be given for Six successive Weeks antecedent to the Sale in such Two Newspapers published in *Scotland* as the said Trustees shall deem expedient, and that Notice of any Adjournment of such Sale or Sales by public Auction shall be published twice in such Two Newspapers.

Prices to be paid into the Bank, and Conveyances to be executed by the Trustees.

V. And be it enacted, That when such Sale or Sales shall be effected the Money arising therefrom shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Royal Bank of *Scotland*, or Bank of *Scotland*, or Bank of the *British* Linen Company, or the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, in the Names of the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated and added to the Principal Sum, until the same shall be disposed of and applied as herein-after mentioned, and upon such Price or Prices being paid in as aforesaid the said Trustees or their foresaids shall be entitled and bound to execute and deliver to the Purchaser or Purchasers a valid Conveyance or Conveyances to the Lands and other Heritages purchased, freed of all the Fetters of the said Deed of Entail and subsequent Investitures, and of all Incumbrances whatsoever, and containing all the usual and necessary Clauses requisite for vesting the Lands so purchased in the Purchaser or Purchasers thereof in Fee Simple, and, if they think fit, a Clause binding the said *Duncan Davidson*, now of *Tulloch*, and the Heirs of Entail succeeding to him, in absolute Warrantice, and the Receipt of the Cashier of the Royal Bank of *Scotland*, or of the Treasurer of the Bank of *Scotland*, or of the Manager of the Bank of the *British* Linen Company, or of the Manager of the Commercial Bank of *Scotland*, or of the Manager of the National Bank of *Scotland*, for the Money respectively paid to them, shall be a full and complete Discharge of the Price to such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, Administrators, and Successors whatsoever; and from thenceforth such Purchaser or Purchasers, his, her, or their respective Heirs, Executors, Administrators, and Successors, shall be and are hereby absolutely acquitted and discharged of and from the said Price or Prices, and shall not be obliged

obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part of the same.

VI. And be it enacted, That the said Trustees or their foresaids shall, out of the Money which shall arise from such Sale or Sales, and be deposited as aforesaid, pay off and discharge the Costs and Expences of applying for and obtaining this Act, and carrying the same into execution, and any Sums of Money that may have been borrowed for the Purposes of this Act, as herein-after provided, and shall pay to him the said *Duncan Davidson*, now of *Tulloch*, or to his Heirs, Executors, or Assigns, the Sum of Fifteen thousand eight hundred and thirteen Pounds Five Shillings and Eight-pence, being Three Fourth Parts of the Amount expended by him on the Improvement of the said Lands and Estate as aforesaid, or so much thereof as shall not have been previously paid out of the Monies which are herein-after authorized to be borrowed, and shall set apart such Sum not exceeding Three thousand Pounds (or so much thereof as shall not have been set apart from the Monies herein-after authorized to be borrowed) for defraying Three Fourth Parts of the Expence of adding to and improving the Mansion House on the said Estate of *Tulloch* as herein-after mentioned; and the Person or Persons to whom any of the aforesaid Sums of Money shall be so paid as aforesaid shall be bound to execute valid Discharges releasing the Estate, and the Heirs of Entail succeeding to the same, from such and so much of the Money as they shall so receive Payment of as aforesaid; and the said entailed Lands and Estate, and the Heirs of Entail therein, shall thenceforth be for ever freed and relieved of and from any Claim or Demand for the same.

Application
of the Price
of the Lands
to be sold.

VII. And be it enacted, That in case any Surplus shall remain of the Price or Prices obtained for the said Lands or Part thereof, after fully answering the Purposes aforesaid, the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, shall and they are hereby required, after Intimation to the Heir of Entail in possession for the Time of the said Entailed Estate, to lay out and employ such Money or Surplus in the Purchase of such other Lands lying contiguous to or convenient for the said Entailed Estate, or such Part thereof as may remain unsold, at such fair and just Price or Prices as ought to be given for the same, after the Price so to be given shall have been approved of by the Court of Session in either of the Divisions thereof to which Application shall be made for its Approbation, and shall, with the Approbation of the said Court, dispone and convey the Lands or Heritages so to be purchasèd by them, and shall also dispone and convey such Portion of the said Lands and Estate as may remain unsold to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, and Clauses prohibitory, irritant, and resolute, as in and by the said Deed of Entail herein-before authorized to be executed shall be declared and expressed of and concerning the Lands and Estate to be comprised in the said Deed of Entail; and the Dispositions and Conveyances thereof to be executed by them for that Purpose shall be so framed as to bind the Institute, as well as all

Surplus how
to be dis-
posed of.

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and every other Person or Persons succeeding as Heirs of Entail, to observe the whole prohibitory, irritant, and resolute Conditions of the Tailzie, both with reference to the new Lands to be purchased, and the Remainder of the original Estate; and the said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, shall, immediately after the Execution of such Conveyances or Dispositions, cause the same to be recorded in the Register of Tailzies, for the Benefit of all and every Person and Persons interested therein, and Infestment be taken thereon; and in the meantime, and until the Money shall be so applied, the said Court shall order and direct that the same shall remain in the Royal Bank of *Scotland*, Bank of *Scotland*, Bank of the *British Linen Company*, Commercial Bank of *Scotland*, or National Bank of *Scotland*, as the Case may be, subject to the Direction of the said Court in either of the Divisions thereof, in the Name of the said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, and shall annually accumulate the same, and the Interest be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Lands shall be made in the Manner herein-before directed, and until, upon a Petition to be preferred to the said Court in either of the Divisions thereof, in a summary Way, by the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, with the Concurrence of the Heir of Entail in possession of the said Estate for the Time being, the Money shall be ordered to be paid by the Cashier, Treasurer, Secretary, Manager, or other Officer of the said Banks respectively, for completing the said Purchase, in such Manner as the Court shall order and direct.

Till the Lands are sold, Money may be borrowed thereon.

VIII. And be it enacted, That until Sales be effected of the said Lands, or such Parts thereof as may be necessary to produce Money for the Purposes of this Act, it shall and may be lawful for the said Trustees, with Consent of the said *Duncan Davidson*, now of *Tulloch*, or of the Heir of Entail in possession, if of full Age, and with Consent of his Tutors or Curators if in Minority, and they are hereby authorized, to borrow and take up in Loan, upon the Security of the Lands and Estate set forth in Schedule (B.) hereto annexed, at such Rate of Interest as may be agreed on, not exceeding Five Pounds *per Centum per Annum*, any Sum or Sums of Money which may from Time to Time be necessary for the Purposes aforesaid or any of them, and which can be obtained upon the Security of the said Lands, not exceeding in whole the Sum of Seventeen thousand Pounds; and it shall be lawful to the said Trustees, and to the Heir of Entail in possession, validly to secure the Payment of the Money so to be borrowed, and the Interest thereof, and liquidate Penalties and Expences to be therein stipulated, by Heritable Bond or Bonds, and Disposition or Dispositions in Security, in favour of the Person or Persons who may lend such Money, disposing and conveying, in the Form and with the Powers usual in similar Heritable Securities in *Scotland*, heritably and redeemably, the whole or any Portion or Portions of the Lands and Estate of *Sand*, *Gruinyard*, and others, comprised in the said Schedule (B.), which Heritable Bonds or Dispositions in Security shall be good, valid, and effectual to such Creditor or Creditors, Lender or Lenders, and to his, her, or their respective Heirs, Executors, or Representatives

Representatives whatsoever, or to his, her, or their Assignee or Assignees, or to any Person in right of the said Heritable Bond or Bonds, Disposition or Dispositions in Security, for the Time, and which Bonds shall extend over the Fee of the said Lands, and contain all the usual Clauses in Bonds or Dispositions in Security by Proprietors in Fee Simple in *Scotland*.

IX. And be it enacted, That the Money to arise by all or any of the said Loan or Loans authorized to be contracted in virtue of the Powers conferred by this Act shall be paid by the Lender or Lenders thereof into one or other of the said Banks before mentioned, in the Name of the said Trustees and their foresaids, and shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated and added to the Principal Sum until the same shall be disposed of and applied as provided by this Act; and the Receipt of the Cashier of the Royal Bank of *Scotland*, or the Treasurer of the Bank of *Scotland*, or the Manager of the Bank of the *British* Linen Company, or of the Manager of the Commercial Bank of *Scotland*, or of the Manager of the National Bank of *Scotland*, shall be a full and ample Receipt to such Lender or Lenders for the Sum or Sums therein specified.

Money borrowed to be paid to a Bank till disposed of by the Trustees.

X. And be it enacted, That as soon as conveniently may be after the said Money arising from such Loan or Loans shall be so raised as aforesaid, the said Trustees and their foresaids shall, out of the same, pay off, discharge, and set apart the Costs, Expences, and Sums of Money herein-before directed to be paid off, discharged, and set apart out of the Money arising from the Sale of Lands, when the same shall be made as aforesaid; and if any Balance shall remain of the Money arising from such Loan or Loans, after fully answering these Purposes, the said Trustees shall apply the same in Repayment *pro tanto* of the Money so borrowed, so as to reduce the Amount to the exact Sum necessary for the several Purposes of this Act; and on such Payment as aforesaid of the several Sums of Money hereby directed to be paid, the Person or Persons to whom the same shall be paid shall grant valid and effectual Discharges for the Sums so paid to them as aforesaid, completely discharging the said Lands and Estate, and the Heirs of Entail who shall succeed thereto, of and from the Sums so paid to them as aforesaid; and the said Lands and Estate, and the Heirs therein, shall thenceforth be for ever freed and relieved of and from any Claim or Demand for the same; and it is farther provided and enacted, that while the said Lands in the said Schedule (B.) shall remain unsold, the Heir of Entail in possession of the Estate of *Tulloch* shall be entitled to the free Rents thereof, after paying the Interest of Debt and other yearly Burdens affecting the same.

Money borrowed how to be disposed of.

XI. And be it enacted, That the Money hereby authorized to be set apart for adding to and repairing the said Mansion House may and shall be paid to the said *Duncan Davidson*, or the Person or Persons who may have made the Additions and Repairs, on Proof being given (under a summary Petition to either Division of the Court of Session, which is hereby authorized and directed to be made,) to the Satisfaction of the said Court of Session in either Division thereof that

Money set apart for repairing the Mansion House how to be applied.

that a Sum has been laid out in adding to and repairing the said Mansion House exceeding by the Sum of One thousand Pounds the said Sum hereby authorized to be employed for Additions and Repairs to the said Mansion House.

Trustees to
be dis-
charged.

XII. And be it enacted, That it shall be in the Power of the said Trustees and their foresaids, or any One of them, if he or they think it necessary, for his or their own Relief, after they have carried into effect the Trust Purposes of this Act, in whole or in part, to apply to the said Court of Session in either Division thereof for a Discharge or Exoneration of their Proceedings, and that by summary Proceeding; and the said Court is hereby required to order Production of the Accounts of the said Trustees, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees or Trustee of his or their Intrusions, Actings, and Transactions, and to declare him or them quit and discharged thereof for ever.

For choosing
new Trus-
tees.

XIII. And be it enacted, That if the said Sir *Francis Walker Drummond*, *Ewen Macpherson*, and *Henry Duncan Fergusson*, or any of them, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully performed and executed, then and in any of these Cases, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Session in either Division thereof, upon the Application of the said Trustees or any of them, or of their respective Heirs or Representatives, and in case of the Failure of the whole of the said Trustees without substituting others in their Room, then upon the Application of the Heir of Entail in possession for the Time being, if of lawful Age, and if in Minority upon the Application of his Tutors or Curators, to appoint and elect any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead of them the said Trustees, or such of them, or of such Trustee or Trustees so to be elected, as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid, all and whole the said Lands and others described in the said Schedule (B.) hereunto annexed, and hereby vested in the said Sir *Francis Walker Drummond*, *Ewen Macpherson*, and *Henry Duncan Fergusson*, in Trust as aforesaid, and all Sums of Money in Bank, or due or belonging to the said Trustees, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustees, as the Case may require, and the Survivors or Survivor of them, and the Heirs of such Survivor, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with and under and subject to all the Powers and Authorities by this Act given and declared; and the Act and Decree of the said Court of Session appointing new Trustees, and vesting in them the said Lands
and

and Estates and Sums of Money as aforesaid, shall be registered in the general or particular Register of Seisins.

XIV. And be it enacted, That the Majority of the Trustees above named, or such other or others as may be elected in their Room and Stead, as above mentioned, while more than Two survive or continue, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution, and any One of them who only shall survive or continue shall at all Times have full Power to act by himself alone, until the Appointment of a new Trustee or Trustees in manner before mentioned.

Quorum of Trustees.

XV. And be it enacted, That it shall and may be in the Power of and lawful for the Majority of the Trustees above named for the Time, or of such other or others to be appointed and chosen in their Room or Stead in manner herein mentioned, to nominate and appoint Factors, Stewards, Receivers, and Agents for carrying the Purposes of this Act into execution, taking sufficient Security from every such Factor, Steward, or Receiver for the faithful Execution of his Office before he or they be allowed to enter upon the Exercise thereof.

Factors, Receivers, and Agents to be appointed.

XVI. Provided always, and be it enacted, That the said Trustees or their foresaids shall not be charged or chargeable with or accountable for Omissions, or any more Money than they shall actually respectively receive, by virtue of this Act, nor for any Loss of such Money or any Part thereof, so as that the same shall happen without their wilful Neglect or Default respectively, nor any of them for the others or other of them, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and that they and any of them shall, by and out of the Money which comes into their Hands, be entitled to receive and be reimbursed of all Expences which he or they shall respectively incur, sustain, or be put to in the Exercise or Performance of the Trusts hereby reposed in him or them, or in any Manner in relation thereto.

Trustees not to be liable for Omissions, &c.

XVII. And be it enacted, That from and after the passing of this Act it shall and may be lawful to the said Trustees or their foresaids, so long as the said Lands contained in the said Schedule (B.) hereunto annexed shall remain unsold, from Time to Time to let the same, or any Part or Parts thereof, with the Consent and Approbation of the Heir in possession of the said Entailed Estate for the Time, or of his or her Tutors or Curators if in Minority, upon a Lease or Leases, for such Term of Years, for such Rent or Rents, and upon such Conditions as to the said Trustees, with Consent foresaid, shall seem reasonable.

Trustees empowered to let Lands unsold.

XVIII. And be it enacted, that the Costs and Charges of obtaining this Act, and attending the Execution thereof, and of all Proceedings to be had in either Division of the Court of Session in pursuance of the Powers given by this Act, shall be taxed and ascertained according to the Practice of the said Court, upon Application to be made by Petition to the said Court for that Purpose.

Costs and Charges to be ascertained.

[Private.]

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XIX. Saving

General
Saving.

XIX. Saving and reserving 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 to the Creditors upon the said Estates, ay and until the said Debts are paid off and discharged, and their respective Heirs and Successors, Executors, Administrators, and Assignees, (other than and except the said *Duncan Davidson*, now of *Tulloch*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Deeds of Entail to succeed to and take the Lands and others therein contained,) all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby allowed to be sold, or the Monies to accrue by the Sale thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

Act as
printed by
the Queen's
Printers to
be Evi-
dence.

XX. And be it enacted, That this Act 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.

SCHEDULE (A.) to which the foregoing Act refers.

Being a List of the Sums expended by the said *Duncan Davidson*, now of *Tulloch*, for the Benefit of the entailed Estate.

	£	s.	d.
To Sums expended on Mansion and other Houses and Buildings, per Account and Vouchers - -	11,501	7	6
To Sums expended on Dikes and Fences, per ditto - - - - -	8,794	19	10
To Sums expended on planting and draining, per ditto - - - - -	2,700	15	9½
To Sums expended on making and repairing Roads and Bridges, per ditto - - - - -	2,641	1	3
To Sums expended in building and repairing Churches, Manses, and Schoolhouses, per ditto	446	3	¼
Sum - - - - -	21,084	7	6¾

Evander McIver.

SCHEDULE (B.) to which the foregoing Act refers.

	£	s.	d.
<p>The Town and Lands of Sand and Little Gruinyard; the Town and Lands of Udrigill, Lead-Millin, Auchnagarvie, Shunivlair, Dremilver, and Donifersand, with the Pertinents and Multures of Aultbea; the Hill Grazing called Carnmore, and Half of the remaining Part of the Hill Grazing of Benchaisken, and Multures and Pertinents; the Salmon Fishings upon the Sea Coasts of Tenafilin and Drumchork, and opposite to the Lands of Donifersand; the Kelp and Sea Ware upon the Shores of Drumchork and Tenafilin, and Fishings, Teinds, and Pertinents; the Town and Lands of Aultbea, and One Third of the Mill thereof; the Town and Lands of Drumchork; the Town and Lands of Tenafilin, and Croft of Blairmore, with the Fishings, Teinds, and Pertinents of the said Lands; which several Subjects are now under Lease at the yearly Rent in whole of</p>	-	814	18 0 Sterling.

Evander McIver.

SCHEDULE (C.) to which the foregoing Act refers.

The Lands of Auchindrean, Fishings, and Pertinents lying in the Parish of Lochbroom and Shire of Ross.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.

