



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 36.

An Act to enable *William Stuart Stirling Crawford* Esquire, the Heir in possession of the entailed Estate of *Milton* in the County of *Lanark*, and his Successors, to grant Feu Rights thereof.

[5th August 1842.]

WHEREAS *John Crawford*, of *Milton* Esquire, deceased, did, by Bond of Taillie, bearing Date the Fifteenth Day of *May* in the Year of our Lord One thousand seven hundred and six, registered in the Register of Taillies the Twenty-eighth Day of *July* One thousand seven hundred and thirty, and in the Books of Council and Session the Twenty-seventh Day of *December*. One thousand seven hundred and eighty-seven, for the Causes and Considerations therein mentioned, bind and oblige himself and his Heirs, as well Male, Taillie, Conquest, and Provision, as his Heirs General and of Line, and all others his Heirs and Successors whatsoever, conjointly and severally, to surrender, resign, upgive, and overgive all and sundrie the Lands and others therein and herein after written, with the Pertinents; *viz.* all and hail his Lands of *Myltone*, with Manor Place, Houses, Biggings, Yeads, and hail Pertinents thereof, and with that Loch called *Miltone Loch*,

Bond of Taillie by *John Crawford*, Esq., 15th May 1706.

[Private.]

thereto

thereto belonging; all and haill the Five Merk Land of old Extent of *Ballornock*, with Houses, Biggings, Yeards, Tenants, Tenandries, Service of free Tenants, and all other Parts and Pertinents of the samyn; all and haill his Thirty-three Shilling Fourpenny Land of old Extent of *Broomhill*, with Houses, Biggens, Yeards, and haill Pertinents thereof; all and haill his Forty-three Shilling Fourpenny Land of old Extent of *Caulstone*, with Houses, Biggings, Yeards, and haill Pertinents thereof; all and haill his Thirty-six Shilling Tenpenny Land of *Overpossil*, with Houses, Biggens, Yeards, and haill Pertinents of the same, together with that whole Loch, lying on the North Side thereof, called the *Possil Loch*, and Fishing thereof; all and haill his Twenty Shilling Land of *Overnewton*, with Houses, Biggens, Yards, and haill Pertinents thereof, and these Three Acres of Land of his in *Kelvinhaugh*, all lying within the Barony Parish of *Glasgow* and Sheriffdom of *Lanark*; and likeways all and haill the Four Pound Land of *Deanfield*, with Houses, Biggings, Yeards, Tenants, Tenandries, Service of free Tenants, and haill Pertinents of the same; all and haill the Manor Place of *Partick*, with Yeards, Dovecot, and Houses belonging to the Precinct thereof, including and comprehending also therein that meikle great outer Yard or Orchard, or Piece of Ground set about with Trees, of old called the *Orchard of Partick*, with the Pasturage and haill Privileges and Pertinents thereof; all and haill Two Third Parts of One Two Merk Land there, with Houses, Biggings, Yeards, and haill Pertinents of the same, with that House there called the *Gate House*, and with that House, Kill, and Yeard there, some Time possessed by *George Moor*; all and haill his Four Shilling Fivepenny Land in *Balshagrie*, with Houses, Biggens, Yeards, and haill Pertinents thereof; all and haill his Five Shilling Land in *Hyndland*, and these Five Acres of Land there now joined thereto, all lying within the Parish of *Govan* and Sheriffdom foresaid, in the Hands of his immediate and lawful Superiors thereof, or of their Commissioners, in favour and for new Infestments, State, and Sasine of the same to be made and granted to the Entailer and the Heirs Male of his Body; whom failing, to the Second Son to be procreated betwixt Sir *William Stuart* of *Castlemilk*, Knight Baronet, and Dame *Margaret Crawford* his Spouse, eldest Daughter of the Entailer, and the Heirs of his Body; whom failing, to their Third Son, and the Heirs of his Body, and so successively to their whole younger Sons to be procreated betwixt them (secluding always the eldest Son being Heir), and their Descendants; whom failing, to the eldest Daughter to be procreated betwixt them, and the Heirs of her Body; whom failing, to their Second Daughter, and the Heirs of her Body, and so successively to their whole Daughters, and the Descendants of their Bodies, without Division; whom failing, to the Second Son to be procreated of their eldest Son, and the Heirs of his Body; whom failing, to his Third Son, and the Heirs of his Body, and so successively to his whole younger Sons and their Descendants (secluding always the eldest); whom failing, to the eldest Daughter to be procreated of their said eldest Son, and the Heirs of her Body; whom failing, to his Second Daughter, and the Heirs of her Body, and so successively to his whole Daughters and their Descendants, without Division; whom failing, to the said Dame *Margaret Crawford*, and the Heirs to be procreated of her

Body of any other or subsequent Marriage ; whom failing, to *Agnes Crawford*, the Entailer's Second Daughter, and the Heirs of her Body ; whom failing, to the Second Son to be procreated of the Body of the said Sir *William* of any other or subsequent Marriage, and the Heirs of his Body ; whom failing, to his Third Son so to be procreated by him as said is, and the Heirs of his Body, and so successively to his whole younger Sons so to be procreated by him of any other or subsequent Marriage, and their Descendants (excluding always his eldest Son) ; whom failing, to his eldest Daughter to be procreated by him as said is, and the Heirs of her Body ; whom failing, to his Second Daughter, and the Heirs of her Body, and so successively to his hails Daughters to be procreated by him of any other or subsequent Marriage, and their Descendants, without Division ; whom all failing, to the Entailer's other nearest Heirs and Assignees whomsoever ; and it is by the said Bond of Taillie, among other Things, provided and declared, that the whole Heirs of Taillie and Provision, as well Male as Female, and the Descendants of their Bodies, or of the Apparent Heir's Bodies, who should happen to succeed to the Lands and others foresaid, should be bound to assume the Surname of *Crawford*, and to designate themselves *Crawford of Milton*, under the Penalty of amitting or losing their Right to the Possession of the Estate ; and it is by the said Bond of Taillie further provided and declared, that in case any of the Heirs of Taillie should come at any Time thereafter to succeed to the Estate of *Castlemilk*, then and in that Case the Person, Male or Female, so succeeding thereunto, should thereupon *ipso facto* amit, lose, and tyne their Right, Title, and Succession to the Entailer's said Lands and others foresaid, without any Declarator, or other Action or Sentence of Law whatsoever, to follow thereupon, and the same Lands and others foresaid should in the Case foresaid *ipso facto* fall, accresce, appertain, and be transmitted to the next Heir of Taillie in being for the Time who would succeed thereto if the Person so succeeding to the said Estate of *Castlemilk* were naturally dead, and if the Person so succeeding to the foresaid Estate of *Castlemilk* should be at the Time actually infest in the Lands and others foresaid (then belonging to him the Entailer), or have the Right thereof some other Way established in his or her Person, then and in that Case the foresaid Person, Male or Female, by their Acceptation thereof, should be bound and obliged to dispone and make over the Entailer's said Lands and Estate to and in favours of the next Heir of Taillie thereof, and to denude themselves of the same in their Favours accordingly, *omni habili modo quo de jure*, which, if they refused to do, in that Case it should be leisome and lawful to the foresaid Heir of Taillie to establish the Right of the Entailer's Estate in his or her Person, by any Manner of Way or Action whatsoever consisting with the Laws of *Scotland*, to the Effect that they might be in a Case to use all Manner of Action and Execution competent to them in Law for causing, forcing, and compelling the foresaid Heir of the said Estate of *Castlemilk* to denude themselves as aforesaid of the Entailer's said Lands and Estate ; and in the said Bond of Taillie are also contained the Reservations, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, usual in Settlements of Lands in strict Entail

by

Succession of
John Stuart
Crawfurd to
the Entailer
and his
Titles hold-
ing of the
Crown, 1711.

by the Law of *Scotland*: And whereas the said *John Crawfurd*, the Entailer, having died without Heirs Male of his Body, he was succeeded in the said Lands and Estate by *John Stuart*, the Second Son of the said *Sir William Stuart* and Dame *Margaret Crawfurd*, and the said *John Stuart*, afterwards *John Stuart Crawfurd*, was served nearest and lawful Heir of Taillie and Provision in General to the said *John Crawfurd*, his Grandfather, by virtue of the said Bond of Taillie, conform to the Retour of his Service expedé before the Baillies of *Edinburgh* the Twenty-first Day of *June* in the Year of our Lord One thousand seven hundred and eleven, and duly retoured to Chancery, and by virtue of the unexecuted Procuratory of Resignation contained in the foresaid Bond of Taillie, and of the Retour of his said Service, the said *John Stuart Crawfurd* obtained a Charter of Resignation under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, with and under the Reservations, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, contained in the said Bond of Taillie of such of the Lands and others contained in the said Bond of Taillie as are therein mentioned, and which Lands and others are particularly described in the said Charter of Resignation as follows; *viz.* all and whole the Five Merk of Land of old Extent of *Ballornock*, some Time Part of the Twenty Pound Land of *Provan*, with Houses, Edifices, Yards, Muirs, Marshes, Meadows, Annexis, Connexis, Parts, Pendicles, and all Privileges and Pertinents whatsoever of the same; all and whole the Thirty-three Shilling and Fourpenny Land of old Extent of *Broomhill*, with all and singular the Pertinents of the same (reserving always from the said Charter and Infestments following thereon to Mr. *James Stirling*, Minister of the Gospel of the Barony Church of *Glasgow*, and his Successors in Office, Ministers of the said Church, these Six Acres Twelve Falls and Twenty-four Ells of the said Lands of *Broomhill*, disponed by *George Ross* of *Galston* to him and his Successors in Office, Ministers of the said Church, for a Glebe and Grass, conform to Disposition of the same by the said *George Ross* to the said Mr. *James Stirling* and his said Successors, and of which the said Mr. *James Stirling* and his Predecessors had been in possession from the Year One thousand six hundred and eighty-four); all and whole the Forty-three Shilling Fourpenny Land of *Caulstone* of old Extent, with Houses, Edifices, Yards, Parts, Pendicles, and Pertinents thereof whatsoever; all and whole the Forty-three Shilling and Fourpenny Land of old Extent called *Over Possil*, with that whole Loch lying on the North Part thereof called the *Possil Loch*, with the Fishing thereof, and other Pertinents; all and whole the Twenty Shilling Land of *Overnewton*, with Houses, Edifices, Yards, and whole Pertinents thereof, and these Three Acres of Land in *Kelvinghaugh*, all lying within the Barony Parish of *Glasgow* and Shire of *Lanark*; all and whole the Manor Place of *Partick*, with Yards, Dovecot, and Houses belonging to the Precincts thereof, including and comprehending also that great outer Yard or Orchard, or Piece of Ground set about with Trees, of old called the *Orchard of Partick*, with the Pasturage, and hail Privileges and Pertinents thereof; all and whole Two Third Parts of the Two Merk Land there, with Houses, Edifices, Yards, and whole Per-
tinents

tinents thereof, with that House there called the *Gatehouse*, and with that House, Kiln, and Yard there, some Time possessed by *George Muir*; all and whole the Four Shilling Fivepenny Land in *Balshagray*, with Houses, Edifices, Yards, and whole Pertinents thereof; all and whole the Five Shilling Land in *Hindland*, and these Five Acres of Land now joined thereto, with the whole Pertinents, all lying in the Parish of *Govan* and Sheriffdom foresaid; which Charter is dated the Twenty-ninth Day of *November* in the Year of our Lord One thousand seven hundred and eleven, and written to the Seal and registered the Twenty-seventh Day of *June* and sealed the Eighth Day of *July* in the Year of our Lord One thousand seven hundred and twelve, and upon which Charter the said *John Stuart Crawford* was duly infeft and seised conform to Instrument of Sasine in his Favour, dated the Twenty-second Day of *October* and registered in the General Register of Sasines at *Edinburgh* the Eighth Day of *November* in the Year of our Lord One thousand seven hundred and twelve; and the said *John Stuart Crawford*, by virtue of the said unexecuted Procuratory of Resignation contained in the foresaid Bond of Taillie, and of the said Retour of his said Service, obtained a Charter of Resignation from the Magistrates of *Glasgow* of such Parts and Portions of the Lands and others contained in the said Bond of Taillie as are not comprised in the Charter of Resignation in favour of the said *John Stuart Crawford* herein-before mentioned, and which Parts and Portions aforesaid are particularly described in such Charter of Resignation as follows; *viz.* all and hail the Lands of *Milnetoun* of *Provan*, with Houses, Biggings, Yeards, Mosses, Muirs, Meadows, Limestone, Annexis, and that Part of the Loch called the *Milnetoun Loch*, belonging to the said Lands *pro rata*, and with all other Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Parish and Barony of *Glasgow* and Sheriffdom of *Lanark*, and with the other Rights pertaining thereto; which Charter from the Magistrates of *Glasgow* is dated the Tenth Day of *October* in the Year of our Lord One thousand seven hundred and nineteen, and upon which Charter the said *John Stuart Crawford* was duly infeft and seised conform to Instrument of Sasine in his Favour dated and registered in the Particular Register of Sasines at *Glasgow* the Twenty-fourth Day of *September* in the Year of our Lord One thousand seven hundred and forty-three: And whereas by Contract of Excambion, bearing Date the Sixth Day of *March* One thousand seven hundred and thirty-four, between the said *John Stuart Crawford* and *Thomas Craig*, Hammerman at *Bridge End* of *Partick*, the said *Thomas Craig* disponded to the said *John Stuart Crawford*, and his Heirs and Assignees, all and hail One sharp Acre of Land of his crofting Lands in *Kelvinhaugh*, within the Barony Parish and Regality of *Glasgow*, lying discontinuously as follows, *viz.* Two Roods thereof lying Part on the East and Part on the West Side of the Road or Passage through the said Lands of *Kelvinhaugh*, bounded with the Three Roods thereby excambed and disponded to the said *Thomas Craig*, and his March from the Dyke is to be drawn by the said *Thomas Craig* on the North, the Lands of *John Henry* on the South, the Head Ditch on the East, and the Lands of *Walter Gibson* on the Foot or West Parts, and the other Half Acre or

Title of John Stuart Crawford from the Magistrates of Glasgow, 1719.

Excambion with Thomas Craig, 1734.

[Private.]

thereby,

Supplemen-
tary Deed of
Entail by
Sir John
Stuart of
Castlemilk,
formerly
John Stuart
Crawfurd,
16th June
1766.

Title of Wil-
liam Stuart
Crawfurd,
Second Son
of Sir John
Stuart, to
Crown
Lands, 1766.

Contract of
Excambion
with Bogle
and Bar-
clay, 1776.

thereby, lying on the East End of the foresaid Haugh, having the said *John Crawfurd* his other Lands on the West, the foresaid Head Ditch on the Head or North, the Lands of the said *John Henry* on the East, and the foresaid Road or Way through the said Haugh on the South Parts, in Exchange for One Acre or thereby of the Lands in *Kelvinhaugh* aforesaid, comprised in the said Bond of Taillie, and by the said Contract of Excambion disposed to the said *Thomas Craig* by the said *John Stuart Crawfurd* in Exchange, as therein mentioned: And whereas Sir *Archibald Stuart* of *Castlemilk*, the elder Brother of the said *John Stuart Crawfurd*, having died in the Lifetime of the said *John Stuart Crawfurd* without Heirs of his Body, and the Succession to the said Estate of *Castlemilk*, in Terms of the Investitures thereof, having thereupon opened to the said *John Stuart Crawfurd*, he the said *John Stuart Crawfurd*, then Sir *John Stuart* of *Castlemilk*, Baronet, did, in Terms of the said Clause of Devolution to that Effect contained in the said Bond of Taillie, make and execute a Disposition and supplementary Deed of Entail, with Consent of his eldest Son, in favour of *William Stuart*, his Second Son, and the other Heirs of Entail substituted to him in the said Bond of Taillie, of the Lands and others comprised in the said Bond of Taillie, and in the said several Charters of Resignation herein-before mentioned, and dated respectively the Twenty-ninth Day of *November* in the Year of our Lord One thousand seven hundred and eleven, and the Tenth Day of *October* in the Year of our Lord One thousand seven hundred and nineteen, which Disposition and supplementary Deed of Entail is dated the Sixteenth Day of *June* in the Year of our Lord One thousand seven hundred and sixty-six, and registered in the Books of Council and Session the Twenty-seventh Day of *April* in the Year of our Lord One thousand seven hundred and sixty-nine, and in the Register of Taillies the Sixth Day of *March* in the Year of our Lord One thousand seven hundred and eighty-eight: And whereas the said *William Stuart*, then *William Stuart Crawfurd*, by virtue of the Procuratory of Resignation contained in the foresaid Disposition and supplementary Deed of Entail, obtained a Charter of Resignation, under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, of the Lands and others contained in the before-mentioned Charter of Resignation in favour of his said Father, the said Sir *John Stuart* of *Castlemilk*, of the Twenty-ninth Day of *November* in the Year of our Lord One thousand seven hundred and eleven, which Charter is dated the Sixth Day of *August* and written to the Seal and registered and sealed the Fourth Day of *September* in the Year of our Lord One thousand seven hundred and sixty-six, and upon which Charter the said *William Stuart Crawfurd* was duly infest and seised conform to Instrument of Sasine in his Favour dated the Eighth and recorded in the Particular Register of Sasines at *Glasgow* the Tenth Days of *September* in the Year of our Lord One thousand seven hundred and sixty-six: And whereas by Contract of Excambion, bearing Date the Twenty-fourth and Thirty-first Days of *May* and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Fourth Day of *June* in the Year of our Lord One thousand seven hundred and seventy-six, between the said *William Stuart Crawfurd*, with Consent

of his Father the said Sir *John Stuart* of *Castlemilk*, of the one Part, and *George Bogle*, Merchant in *Glasgow*, and *Robert Barclay* of *Capelrig*, Writer in *Glasgow*, on the other Part, in virtue of the Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, 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*, the said *George Bogle* and *Robert Barclay* disposed to the said *William Stuart Crawford*, and the other Heirs of Taille entitled to succeed to the Lands and others then subject to the Fetters of the said Bond of Taille, and Disposition and supplementary Deed of Entail, all and whole their Share and Interest in that Part of the Green or Loaning and Yarding at the Houses of *Clayslop* adjoining to the said *William Stuart Crawford's* Houses there, and on the South Side of a Line marked out at Sight of the Parties, running in a straight Line from a Tree in *Blackfauld* Park, marked off and continued through the said *William Stuart Crawford's* Yard, possessed by *Widow Napier*, and a Corner of *George Bogle* and *Robert Barclay's* Yard, as the same is now divided by a March Dyke and Hedge; item, all and whole their Share and Interest in that Part of the Loaning below the said *William Stuart Crawford's* Barn which lies to the West of the said Barn, exclusive of the above Road; item, all and whole the said *George Bogle* and *Robert Barclay's* Part of *Easter Haugh*, and Waterside Grass adjoining thereto, and also Three Roods of their *Blackfauld* Park, adjoining to the said *William Crawford's* Kiln Door Park, which are marked and meithed off, being all Parts and Portions of the said *George Bogle* and *Robert Barclay's* Lands of *Overnewton* and *Kelvinhaugh* adjoining thereto, with the whole Parts, Pendicles, and Pertinents thereof; which Lands were so acquired for the said *William Stuart Crawford's* Share and Interest in that Part of the foresaid Green and Loaning and Yearling at the Houses of *Clayslop* adjoining to the said *George Bogle* and *Robert Barclay's* Houses, and also below his Barn, and his Lands upon *Newton Hill* and *Westerhaugh*, and Waterside Grass adjoining, and the several little Plots marked off as therein stated (excepting a Field marked off from the Croft), all Parts of the said *William Stuart Crawford's* Twenty Shilling Land of *Overnewton*, and Three Acres in *Kelvinhaugh*, and were thereby also disposed to the said *George Bogle* and *Robert Barclay* by the said *William Stuart Crawford* in Exchange, as therein mentioned: And whereas the said *William Stuart Crawford* having died without Heirs of his Body, he was succeeded by *Francis Stuart*, afterwards *Francis Stuart Crawford*, the younger Brother of the said *William Stuart Crawford* deceased, who was served nearest and lawful Heir of Taille of the said *William Stuart Crawford* conform to the Retour of his Service expedite before the Sheriff of *Lanarkshire* on the Sixteenth Day of *November* One thousand seven hundred and eighty-five, duly retoured to Chancery, and by virtue of the said Retour of his Service, and of a Precept from Chancery following thereon, bearing Date the Twenty-first Day of *April* One thousand seven hundred and eighty-seven, the said *Francis Stuart Crawford* was duly infest and seised in the Lands and others comprised in the foresaid Charter of Resignation in favour of the said *William Stuart Crawford* of the Sixth Day

10 G.3. c. 51.

Succession of
Francis
Stuart Craw-
furd, Third
Son of Sir
John Stuart,
and Comple-
tion of his
Title, 1787-8.

Day of *August* One thousand seven hundred and sixty-six, excepting the Land excambed by the before-mentioned Contract of Excambion between the said deceased *William Stuart Crawford* and the said *George Bogle* and *Robert Barclay* of the Twenty-fourth and Thirty-first Days of *May* in the Year of our Lord One thousand seven hundred and seventy-six, in Excambion for the Land so acquired in Excambion as aforesaid, conform to Instrument of Sasine in his Favour dated the First and registered in the Particular Register of Sasines at *Glasgow* the Thirty-first Day of *May* in the Year of our Lord One thousand seven hundred and eighty-seven; and the said *Francis Stuart Crawford* was also duly infeft and seised in the Lands and others comprised in the before-mentioned Charter of Resignation by the said Magistrates of *Glasgow* in favour of the said *Sir John Stuart* of the Tenth Day of *October* One thousand seven hundred and nineteen, in virtue of the Retour of his Service as nearest and lawful Heir of Taillie and Provision to the said *William Stuart Crawford* his Brother under the said Disposition and supplementary Deed of Entail by the said *Sir John Stuart* expedite before the Sheriff of *Lanarkshire* the Sixteenth Day of *November* One thousand seven hundred and eighty-five, and duly retoured to Chancery, whereby he acquired Right to the unexecuted Precept of Sasine contained in the said Disposition and supplementary Deed of Entail, conform to Instrument of Sasine in his Favour dated the Tenth and recorded in the Particular Register of Sasines at *Glasgow* the Twentieth Days of *May* One thousand seven hundred and eighty-eight; and the said *Francis Stuart Crawford* also obtained a Charter of Confirmation from the Magistrates of *Glasgow*, dated the Ninth Day of *June* One thousand seven hundred and eighty-eight, confirming the foresaid Disposition and supplementary Deed of Entail, and Sasine thereon, in so far as the said Disposition and Sasine relate to the said Lands of *Milton* and the Loch thereof, as comprised in the before-mentioned Charter of Resignation by the Magistrates of *Glasgow* of the Tenth Day of *October* One thousand seven hundred and nineteen: And whereas by Contract of Excambion, bearing Date the Twenty-sixth Day of *June*, First, Fifth, and Sixth Days of *July*, One thousand seven hundred and eighty-four, and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Fifteenth Day of *July* One thousand seven hundred and eighty-four, between the said *Francis Stuart Crawford* on the one Part, and the Right Honourable *Thomas Miller*, Lord Justice Clerk of *Scotland*, and others, Trust Disponees of the deceased *George Bogle* Esquire, of *Daldowie*, with Advice of *Robert Bogle* Esquire, then of *Daldowie*, on the other Part, in virtue of the foresaid Act of Parliament of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the said Trustees disposed to the said *Francis Stuart Crawford* and the other Heirs of Taillie herein-before mentioned all and whole the triangular Piece of Ground, containing Four Acres or thereabout, Part of the Farm of *Whiteinch*, then vested in the Persons of the said Trustees of the deceased *George Bogle*, bounded on the North by the Lands of *James M'Lehose* and the said *Francis Stuart Crawford*, on the West by Part of the said Farm of *Whiteinch*, and on the South and East by the Lands of *John Purdon* and the said *Francis Stuart Crawford*, as the same was marched and meithed off, lying in the Parish

Contract of
Excambion
with Bogle's
Trustees,
1784.

Parish of *Govan* and Shire of *Lanark*, with the whole Parts, Pertinents, and Privileges thereof, in Exchange for Six Ridges or Lots of Ground of the foresaid Lands of *Partick*, containing Three Acres Three Roods Four Falls and Twenty-six Ells, or thereby, also disposed to the said Trustees by the said *Francis Stuart Crawford* in Exchange as therein mentioned: And whereas the said *Francis Stuart Crawford* having died without Heirs of his Body, he was succeeded in the said Lands and Estate by his Sister *Margaret Stuart* or *Rae*, then the Widow of *Colin Rae* of *Little Govan*, Esquire, and afterwards called *Mrs. Margaret Rae Crawford*, who was served nearest and lawful Heiress of Taille of the said *Francis Stuart Crawford* conform to the Retour of her Service expedé before the Sheriff of *Lanarkshire* the Sixth Day of *March* in the Year of our Lord One thousand seven hundred and ninety-three, and duly retoured to Chancery, and by virtue of the said Retour of her Service, and of a Precept from Chancery following thereon, dated the Twenty-fourth Day of *June* in the Year of our Lord One thousand seven hundred and ninety-three, the said *Mrs. Margaret Rae Crawford* was duly infest and seised in the Lands and others comprised in the foresaid Retour, and Instrument of Sasine in favour of the said *Francis Stuart Crawford*, of the Sixteenth Day of *November* One thousand seven hundred and eighty-five and the Thirty-first Day of *May* One thousand seven hundred and eighty-seven respectively, conform to Instrument of Sasine in her Favour dated the Thirtieth Day of *September* and registered in the Particular Register of Sasines at *Glasgow* the Twelfth Day of *October* in the Year of our Lord One thousand seven hundred and ninety-three; and the said *Mrs. Margaret Rae Crawford* was also duly infest and seised in the Lands and others comprised in the foresaid Instrument of Sasine in favour of the said *Francis Stuart Crawford* of the Tenth Day of *May* in the Year of our Lord One thousand seven hundred and eighty-eight, and Charter of Confirmation thereof by the Magistrates of *Glasgow*, of the Ninth Day of *June* in the Year of our Lord One thousand seven hundred and eighty-eight, by virtue of a Precept of Clare constat in her Favour from the said Magistrates as nearest and lawful Heiress of Taille and Provision to the said *Francis Stuart Crawford*, bearing Date the Fourteenth Day of *August* in the Year of our Lord One thousand seven hundred and ninety-three, conform to Instrument of Sasine following thereon in her Favour, dated the Twenty-fourth and registered in the Particular Register of Sasines at *Glasgow* the Twenty-fifth Days of *July* in the Year of our Lord One thousand seven hundred and ninety-four: And whereas by Contract of Excambion, bearing Date the Twenty-first Day of *December* in the Year of our Lord One thousand seven hundred and ninety-nine, and Fifteenth Day of *April* in the Year of our Lord One thousand eight hundred, and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Thirtieth Day of *September* in the Year of our Lord One thousand eight hundred and three, between *James Stirling* and others, the Commissioners of the said *Mrs. Margaret Rae Crawford*, on the one Part, and *George Oswald* Esquire, of *Scotstown*, of the other Part, in virtue of the said Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the said *George Oswald* disposed to the said *Mrs. Margaret Rae Crawford*

Succession of
Mrs. Margaret Rae
Crawford,
and her
Title, 1793.

Contract of
Excambion
with *George
Oswald*, 1799
and 1800.

[Private.]

Disposition
of Taillie by
James Hill,
5th March,
1804.

and the other Heirs of Taillie entitled to succeed to the Lands and others then subject to the Fetters of the said Entail, all and whole the Farmhouses on his the said *George Oswald's* Eight Shilling Land of *Hyndland*, and the Two Roods and Ten Falls, being the Yard and Ground about the same, on the East Side of the Road leading from *Hyndland* to *Glasgow*, bounded the said Houses and Ground around the same by the Road leading through *Hyndland* on the West, and the said Mrs. *Margaret Rae Crawford's* other Lands on the East, North, and South, and also Four Acres Two Roods and Thirty Falls and Nine Yards of the North-eastmost Field of the said *George Oswald's* Lands of *Hyndland*, bounded by the said Road on the East, Doctor *Lethem's* Lands on the North, and the said *George Oswald's* Lands on the West and South Parts, lying in the Parish of *Govan* and Shire of *Lanark*, in Exchange for the foresaid Lands of *Balshagrie*, thereby also disposed by the Commissioners of the said Mrs. *Margaret Rae Crawford* to the said *George Oswald* in Exchange, as therein mentioned, in which Lands so disposed by the said *George Oswald* as aforesaid the said Mrs. *Margaret Rae Crawford* was duly infeft and seised, conform to Instrument of Sasine in her Favour, dated the Seventeenth and registered in the Particular Register of Sasines at *Glasgow* the Eighteenth Days of *August* One thousand eight hundred and seven: And whereas by Disposition of Taillie made and executed by *James Hill*, Writer in *Glasgow*, bearing Date the Fifth Day of *March* in the Year of our Lord One thousand eight hundred and four, and registered in the Register of Taillies the Twenty-fifth Day of *May* in the Year of our Lord One thousand eight hundred and fifteen, in consideration of the Purchase Money therein mentioned, being Money received from the Company of Proprietors of the *Forth* and *Clyde* Canal Navigation, and the Trustees on the Road leading from the City of *Glasgow* to *Port Dundas*, as Compensation Money for certain Portions of the said Lands of *Broomhill* taken by the said Company and Road Trustees respectively, in virtue of the several Acts particularly mentioned in the Disposition of Taillie now in recital enabling them in that Behalf, and for the other Causes and Considerations therein also mentioned, he the said *James Hill* conveyed to the said Mrs. *Margaret Rae Crawford* and the other Heirs of Taillie aforesaid all and whole that Field or Piece of Land lying in the Haughs of *Clyde*, containing Twelve Acres and Thirty-one Falls of Ground or thereby, bounded by the *White Inch* Haugh on the West, the Lands of Mrs. *Rae Crawford* on the North, the Lands of the said Mrs. *Rae Crawford* and Mr. *Hozier* on the East, and by the River *Clyde* on the South Parts, and which is a Part and Portion of all and whole that Twenty-six Shilling and Eight-penny Land of old Extent which belonged to *William Purdon*, on the West Side of the Village of *Partick*, lying within the Parish of *Govan*, Barony and Regality of *Glasgow*, and Shire of *Lanark*, but with and under the Reservations, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, contained in the said Bond of Taillie and Disposition and supplementary Deed of Entail respectively, and which Disposition of Taillie was by an Act of Council and Session, bearing Date the Ninth Day of *March* in the Year of our Lord One thousand eight hundred and four, approved by the Lords of Council and Session in manner in the said Act of

Council and Session mentioned, and upon which Disposition of Taillie the said Mrs. *Margaret Rae Crawford* was duly infeft and seised conform to Instrument of Sasine in her Favour, dated the First and registered in the Particular Register of Sasines at *Glasgow* the Twenty-ninth Days of *June* in the Year of our Lord One thousand eight hundred and four: And whereas by Decreet of Division, bearing Date the Eighth Day of *February*, the Twenty-seventh Day of *June*, and the First Day of *August* in the Year of our Lord One thousand eight hundred and four, obtained before the Sheriff of *Lanarkshire* at the Instance of the said Mrs. *Margaret Rae Crawford*, and of *William Hozier* Esquire, of *Newlands*, against *James M'Gregor*, *Andrew Purdon*, *William Govan*, *James Purdon*, *John Purdon*, all Farmers in *Partick*, *John Purdon* of *Bridgend*, and *Allan Craig*, Portioner in *Partick*, certain Lands in and about the Village of *Partick*, being Parts of the foresaid Lands of *Partick*, and certain other Lands being runrig therewith, then possessed by the said *James M'Gregor* and others, were, in Terms of the Act passed in the Year of our Lord One thousand six hundred and ninety-five, C. 23., divided and apportioned in manner therein mentioned, and in particular the Lands laid off to the said Mrs. *Rae Crawford* consisted of Three separate Lots or Divisions, all as delineated in a Plan produced in the said Process surrounded by Red Lines, the First extending from the Road called _____ marked EE on the Plan to the North-westmost Point of the runrig Lands, where it is terminated by a small Planting, the Property of _____ is bounded on the North by the great Road leading from *Glasgow* to *Dumbarton*, on the East and South-east by the said Road called _____ Road, running in a Line nearly South from the Road leading to *Dumbarton* till it joins the River *Clyde* on the East Side of the Jettee, Number _____ on the South and South-west by the River *Clyde*, and a Ditch or Drain which begins at the Southmost Point of the Right Angle formed near the West End of the runrig Lands at the Letter D in said Plan, and, taking a Direction first South-east and then South, joins the *Clyde* at the Distance of nearly Sixty-three Feet East of the Jettee, Number Seventy-four, and forms the present Boundary betwixt the runrig Lands and the Lands marked 5 and 6 on the Plan, and not included in the Division, partly the Property of Mrs. *Rae Crawford* and partly of _____ *Purdon*, and on the West and North-west Parts by the small Planting mentioned in said Decree, and the Lands of *Whiteinch*, the Property of *Robert Bogle* Esquire, and contains Seventeen Acres and Eleven Falls; the Second Lot or Division is bounded on the North by the *Dumbarton* Road, on the West by the Property laid off to Mr. *Hozier*, from which it is divided by a perpendicular Line drawn from a March Stone placed by *Archibald Douglas* of *Burnbrae*, and *James Bryce*, Farmer at *Hillhead*, (the Persons of Skill named by the said Sheriff in said Action to inspect and report on the Division of the runrig Lands,) in the Dyke bounding the *Dumbarton* Road on the South to another March Stone on the North Side of the Road marked A. B. C. on the Plan, which runs nearly East and West through the Middle of the Lands, and within Thirty-seven Feet of the Centre of the Stone Bridge over the Burn or Rivulet called _____

which here intersects the Lands; from this Point the March _____ takes

Decreet of
Division,
1804.

takes a South-east Direction, keeping by the North Side of the above-mentioned Bridge till it comes to the Burn above noticed, in which it is continued till the Burn connects itself with a marshy Pool of Water running East and West, and forming the Boundary of this Lot on the South, along the Middle of which the March is continued till it come opposite a March Stone placed on the North Side of the Pool, from whence to another March Stone placed in the Centre of the West Corner of a Park surrounded by a Thorn Hedge, the Property of Mr. *Hozier*, a perpendicular Line is drawn, which forms the Boundary of this Lot on the South-east, and divides it from the Lot laid off to *Allan Craig*; from the last-mentioned Stone the March is continued Eastward along the Road A. B. C. leading to *Partick* to a March Stone placed close in with Mr. *Hozier's* Hedge, from whence to another March Stone placed in the Dyke on the South of the *Dumbarton* Road, Three hundred and eighteen Feet East from the one first mentioned, a perpendicular Line is drawn, which forms the Boundary of this Lot on the East, and divides it from the Grounds laid off to Mr. *Hozier*; this Lot contains Five Acres and Twenty Falls; the Third Lot is also bounded on the North by the Road leading to *Dumbarton*, amongst which it extends Three hundred and three Feet, on the South partly by the Road leading from the West End of *Partick*, of which the Road A. B. C. is a Continuation, and partly by a small Piece of Ground surrounded with a Hedge, the Property of *Allan Craig*, on the East by the Road or Loaning leading from the West End of *Partick* to the *Dumbarton* Road, and on the West Parts by the Property of Mr. *Hozier*, from which it is divided by a Line drawn from a March Stone placed in the Dyke on the South of the *Dumbarton* Road at the Distance of Three hundred and three Feet from the Road or Loaning which forms the East Boundary of this Lot to another March Stone placed on the North Side of the Road leading from the West End of *Partick* A. B. C. at the Southmost Corner of a Thorn Hedge lately planted, and inclosing Part of Mr. *Hozier's* Property, and contains Five Acres Two Roods and Twenty-two Falls; the said Three Lots or Divisions containing in whole Twenty-seven Acres Three Roods and Thirteen Falls: And whereas by Contract of Excambion, bearing Date the Ninth, Eighteenth, and Thirty-first Days of *March*, and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the First Day of *April*, in the Year of our Lord One thousand eight hundred and seven, between the said *James Stirling* and others, the Commissioners of the said Mrs. *Margaret Rae Crawford*, of the one Part, and the said *George Oswald* on the other Part, in virtue of the said Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the said *George Oswald* disposed to the said Mrs. *Margaret Rae Crawford* and the other Heirs of Tailie aforesaid all and whole that Inclosure of the said *George Oswald's* Lands of *Hyndland*, measuring Eight Acres Two Roods and Thirty-seven Falls, bounded on the South by the South-east Park of *Hyndland*, on the North by the Lands of Doctor *Lethem* of *Kelvin*, on the West by the Quarry Park of *Hyndland*, and on the East Parts by that Field of *Hyndland*, some Time belonging to the said *George Oswald*, acquired in Excambion by Mrs. *Margaret Rae Crawford* aforesaid, lying within
the

Contract of
Excambion
with *George
Oswald*,
1807.

the Parish of *Govan* and Shire of *Lanark*, in Exchange for Two Acres Two Roods Thirty-four Falls and Thirty-three Ells of that Part of the said Lands of *Broomhill* called *Spangsholm*, thereby also disposed by the said Commissioners to the said *George Oswald* in Exchange, as therein mentioned, in which Lands so disposed by the said *George Oswald* as last aforesaid the said *Mrs. Margaret Rae Crawford* was duly infeft and seised conform to Instrument of Sasine in her Favour dated the Seventeenth and registered in the Particular Register of Sasines at *Glasgow* the Eighteenth Days of *August* in the Year of our Lord One thousand eight hundred and Seven: And whereas by Contract of Excambion, bearing Date the Twentieth Day of *January*, the Seventh and Eighth Days of *October*, and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Seventeenth Day of *November*, in the Year of our Lord One thousand eight hundred and eight, between *James Stirling* Esquire, of *Keir*, and *Charles Stirling* Esquire, of *Kenmure*, a Quorum of the Commissioners of the said *Mrs. Margaret Rae Crawford*, on the one Part, and *Robert Craig* of *Overnewton* of the other Part, in virtue of the said Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the said *Robert Craig* disposed to the said *Mrs. Margaret Rae Crawford* and the other Heirs of Taillie aforesaid all and whole Three Acres Two Roods and Half a Fall, Scots Measure, of the Park called *Blackfauld Park*, Part of his the said *Robert Craig's* Twenty Shilling Land of *Overnewton*, bounded as follows; by the Middle of the Water Run separating the same from the Property of *John Philips* of *Stobcross* on the South, by a new Road to be formed by the said *Robert Craig*, to lead from the *Dumbarton* Road to the River *Clyde*, as delineated in the Plan mentioned in said Contract of Excambion, on the North, by the Property of the said *Mrs. Margaret Rae Crawford* on the West, and the Property of the said *Robert Craig*, being another Part of the said *Blackfauld Park*, on the East Parts, lying in the Parish of Barony of *Glasgow* and Shire of *Lanark*, in Exchange for Two Acres Two Roods Twenty Falls and Two Tenths of a Fall Scots on the West Side of the old Road from *Dumbarton* Road to the *Clyde*, and also One Rood Twenty Falls and Three Tenths of a Fall Scots on the East Side of the said old Road, Part of the Entailer's Lands of *Overnewton*, comprised in the said Bond of Taillie, and by said Contract of Excambion also disposed by the said Commissioners to the said *Robert Craig* in Exchange, as therein mentioned, in which Lands so disposed by the said *Robert Craig* as aforesaid the said *Mrs. Margaret Rae Crawford* was duly infeft and seised conform to Instrument of Sasine in her Favour dated the Tenth and recorded in the Particular Register of Sasines at *Glasgow* the Twelfth Days of *December* in the Year of our Lord One thousand eight hundred and eight: And whereas by Contract of Excambion, bearing Date the Eighth and Twentieth Days of *August* and recorded in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Twenty-eighth Day of *September* in the Year of our Lord One thousand eight hundred and eleven, between the said Commissioners of the said *Mrs. Margaret Rae Crawford* of the one Part, and *Archibald Smith* Esquire, of *Jordan Hill*, of the other Part, and in virtue also of the said last-mentioned Act, the said *Archibald Smith* disposed to the

Contract of
Excambion
with Robert
Craig, 1808.

Contract of
Excambion
with Archi-
bald Smith,
1811.

[Private.]

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said

Contract of
Excambion
with Charles
Stirling,
1812.

said Mrs. *Margaret Rae Crawford* and the other Heirs of *Taillie* aforesaid all and hail that Inclosure, measuring Three Roods and Thirty-four Falls or thereby *Scotch* Measure, as lately ascertained, commonly called the *Gardener's Acre*, bounded on the North and West by Lands belonging to the said Mrs. *Margaret Rae Crawford*, on the East by the common Lone or Road running Southward from the *Dumbarton* Road to the West Extremity of the Village of *Partick*, and on the South by the Road leading Westward from *Partick* to *Meadow Side*, which Lands are Part and Portion of all and whole that Merk Land some Time belonging to *Allan Craig*, lying in the West End of the Village of *Partick* within the Parish of *Govan* and Shire of *Lanark*, in Exchange for Three Roods Eight Falls and Eighteen Ells *Scots*, and One Rood Twenty-seven Falls *Scots*, Part of the foresaid Two Merk Land of *Partick*, with the House called *Gatehouse*, and with that Malting House and Garden some Time possessed by *George Moore*, thereby also disposed by the said Commissioners to the said *Archibald Smith* in Exchange, as therein mentioned, in which Lands so disposed by the said *Archibald Smith* as aforesaid the said Mrs. *Margaret Rae Crawford* was duly infeft and seised conform to Instrument of Sasine in her Favour dated the Twenty-first and registered in the Particular Register of Sasines at *Glasgow* the Twenty-third Day of *September* in the Year of our Lord One thousand eight hundred and eleven: And whereas by Contract of Excambion, bearing Date the Sixteenth Day of *April* and Eighteenth Day of *December* in the Year of our Lord One thousand eight hundred and eleven, and registered in the Sheriff Court Books of *Lanarkshire* at *Glasgow* the Eighth Day of *February* in the Year of our Lord One thousand eight hundred and twelve, between the said Commissioners of the said Mrs. *Margaret Rae Crawford* of the one Part, and *Charles Stirling* Esquire, of *Kenmure*, of the other Part, and in virtue of the said last-mentioned Act, the said *Charles Stirling* disposed to the said Mrs. *Margaret Rae Crawford* and the other Heirs of *Taillie* aforesaid all and whole the Eight Shilling Land of *Hyndland*, with Houses, Edifices, Yards, Muirs, Meadows, Annexis, Connexis, Parts, Pendants, and Pertinents of the same whatever, lying in the Parish of *Govan*, Barony and Regality of *Glasgow*, and County of *Lanark*, as also all and whole these Two small Pieces or Inclosures of Ground, Part of the Lands of *Balgray*, after mentioned, lying upon the West Side of the new Tract or Course of the King's Highway leading from *Glasgow* through the Lands of *Balgray* to *Stirling* by *Kirkintilloch* and *Kilsyth*, consisting the said Inclosures of Ground of Two Acres Two Roods and Eighteen Falls of Land, or thereby, and which are bounded by the new Tract of the foresaid Highway on the East, the Lands of *Coulston*, belonging to the said Mrs. *Margaret Rae Crawford*, upon the North and West, and the Lands late of *William Crawford*, now of *Alexander Campbell* of *Possil*, on the South Parts, and which said Subjects disposed are Parts and Portions of all and whole these Twenty Acres, or thereby, mostly inclosed, partly by a Thorn Hedge, being Part of the Lands of *Balgray*, feued and disposed to *William Stobo*, Farmer in *Coulston*, by *James Stobo*, Farmer in *Balgray*, his Brother German, some Time possessed by *Thomas Lawson* junior and others, and which said Lands were acquired by *John Galloway* of *Hunter's Hill*, Author of

the said *Charles Stirling*, from *John Aitcheson*, Merchant in *Glasgow*, surviving Partner of the Concern carried on by him and *Archibald Calder* under the Firm of *John Aitcheson and Company*, Merchants in *Glasgow*, conform to Disposition in the said *John Galloway's* Favour dated the Twelfth Day of *November* Eighteen hundred and four, as the said Lands lye upon the West Side of the old Tract or Course of the foresaid Highway from *Glasgow* to *Stirling*, and are burdened with the new Tract of said Highway going through the same from North to South, bounded by the said old Tract wholly on the East, the Lands of *Crowhill* upon the North, the foresaid Lands of *Coulston* upon the West, and those Parts of the Lands of *Balgray* which belonged to the deceased *Robert Crawford* of *Possil* upon the South Parts, in Exchange for Six Acres Three Roods and Twenty-one Falls, Part of the aforesaid Forty-three Shilling and Fourpenny Land of *Coulston*, and Fifty-three Acres Thirty-six Falls of the said Lands of *Over Possil*, thereby also disposed by the said Commissioners to the said *Charles Stirling* in Exchange, as therein mentioned, in which Lands so disposed by the said *Charles Stirling* as aforesaid the said Mrs. *Margaret Rae Crawford* was duly infeft and seised conform to Instrument of Sasine in her Favour dated the Thirteenth Day of *April* and registered in the Particular Register of Sasines at *Glasgow* the Thirteenth Day of *May* in the Year of our Lord One thousand eight hundred and twelve: And whereas a Submission to *Robert Davidson* Esquire, Professor of Scots Law in *Glasgow* College and University thereof, and *Robert Davidson* Esquire, residing at *Kilsyth Farm* near *Kilsyth*, was entered into between the several Proprietors of Lands surrounding the said *Possil Loch* at *Over Possil* (including the said Mrs. *Margaret Rae Crawford*), whereby the respective Rights of the Parties to the said Submission in the said Loch, and Grounds around the same, between the Low and High Water Mark, were ascertained and determined, which Submission is dated the Twenty-seventh and Twenty-ninth Days of *June* and Second and Twenty-seventh Days of *July* in the Year of our Lord One thousand eight hundred and ten, and the Decree Arbitral following thereon is dated the Twenty-fourth Day of *March*, and with the Submission registered in the Sheriff Court Books of *Glasgow* the First Day of *April*, all in the Year of our Lord One thousand eight hundred and thirteen: And whereas the said Mrs. *Margaret Rae Crawford* having died without Heirs of her Body, she was succeeded by *William Stuart Stirling*, afterwards *William Stuart Stirling Crawford*, her Grand-nephew, the eldest Son of *William Stirling* Esquire, deceased, some Time Captain in the First Regiment of Dragoon Guards, who was the only Son of Mrs. *Jean Stuart* or *Stirling*, the younger Sister of the said Mrs. *Margaret Rae Crawford*, and the said *William Stuart Stirling Crawford* was served nearest and lawful Heir of Tailie of the said Mrs. *Margaret Rae Crawford*, conform to Retour of his Service expedite before the Sheriff of *Edinburgh*, as Sheriff of *Lanark* in that Part, the Third Day of *November* in the Year of our Lord One thousand eight hundred and twenty-eight, and duly retoured to Chancery, and by virtue of the said Retour of his Service, and of a Precept from Chancery following thereon, dated the Fourteenth Day of *March* in the Year One thousand eight hundred and twenty-nine, the said *William Stuart Stirling Crawford* was duly infeft and

Submission
and Decree
Arbitral,
1810-1813,
as to Rights
in Possil
Loch.

seised

seised in the Lands and others comprised in the aforesaid Retour and Infestment in favour of the said Mrs. *Margaret Rae Crawford*, of the Sixth Day of *March* One thousand seven hundred and ninety-three and Thirtieth *September* and Twelfth *October* One thousand seven hundred and ninety-three respectively (excepting the Lands and others comprised in the several Contracts of Excambion therein and herein before mentioned, viz., the Contract of Excambion dated the Sixteenth Day of *April* and Eighteenth Day of *December* in the Year of our Lord One thousand eight hundred and eleven, entered into between the said Commissioners of the said Mrs. *Margaret Rae Crawford* on the one Part, and the said *Charles Stirling* on the other Part, and the Contract of Excambion dated the Eighth and Twentieth Days of *August* in the Year of our Lord One thousand eight hundred and eleven, entered into between the said Commissioners of the said Mrs. *Margaret Rae Crawford* and the said *Archibald Smith*), conform to Instrument of Sasine in his Favour dated the First Day of *April* and registered in the General Register of Sasines at *Edinburgh* the Twenty-sixth Day of *May* in the Year of our Lord One thousand eight hundred and twenty-nine; and the said *William Stuart Stirling Crawford* was also duly infest and seised in the Lands and others comprised in the foresaid Instrument of Sasine in favour of the said Mrs. *Margaret Rae Crawford*, dated the Twenty-fourth and registered in the Particular Register of Sasines at *Glasgow* the Twenty-fifth Days of *July* in the Year of our Lord One thousand seven hundred and ninety-four, by virtue of a Precept of Clare constat by the Magistrates of *Glasgow* in his Favour, as nearest and lawful Heir of Taille and Provision of the said Mrs. *Margaret Rae Crawford*, dated the Ninth Day of *January* in the Year of our Lord One thousand eight hundred and twenty-nine, conform to Instrument of Sasine following thereon, dated the Twenty-seventh Day of *March* and registered in the General Register of Sasines at *Edinburgh* the Seventh Day of *April* in the Year of our Lord One thousand eight hundred and twenty-nine; and the said *William Stuart Stirling Crawford* was also duly served nearest and lawful Heir of Taille and Provision to the said Mrs. *Margaret Rae Crawford* by virtue and in Terms of the several Deeds therein and herein after mentioned, videlicet, the foresaid Disposition granted by the said *James Hill* in favour of the said Mrs. *Margaret Rae Crawford*, dated the Fifth Day of *March* in the Year of our Lord One thousand eight hundred and four, the foresaid Contract of Excambion between the said Commissioners of the said Mrs. *Margaret Rae Crawford* and the said *George Oswald*, dated the Twenty-first Day of *December* in the Year of our Lord One thousand seven hundred and ninety-nine and Fifteenth Day of *April* One thousand eight hundred, the foresaid Contract of Excambion between the said Commissioners and the said *George Oswald*, dated the Ninth, Eighteenth, and Thirty-first Days of *March* in the Year of our Lord One thousand eight hundred and seven, the foresaid Contract of Excambion between the said Commissioners and the said *Robert Craig*, dated the Twentieth Day of *January*, Seventh and Eighth Days of *October*, in the Year of our Lord One thousand eight hundred and eight, the foresaid Contract of Excambion between the said Commissioners and the said *Archibald Smith*, dated the Eighth and Twentieth Days of *August* in the Year

of

of our Lord One thousand eight hundred and eleven, and the fore-said Contract of Excambion between the said Commissioners and the said *Charles Stirling*, dated the Sixteenth Day of *April* and Eighteenth Day of *December* in the Year of our Lord One thousand eight hundred and eleven, and which Service in favour of the said *William Stuart Stirling Crawford* was expedite before the Baillies of *Canongate* upon the Nineteenth Day of *April* in the Year of our Lord One thousand eight hundred and thirty, and duly retoured to Chancery; and in virtue of the Retour of the Service last herein-before mentioned the said *William Stuart Stirling Crawford* obtained a Charter of Resignation under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, of all and whole the Eight Shilling Land in *Hyndland*, disposed by the Contract of Excambion with *Charles Stirling* of the Sixteenth Day of *April* and Eighteenth *December* in the Year of our Lord One thousand eight hundred and eleven, and contained in the Infestment thereon in favour of the said Mrs. *Margaret Rae Crawford*, dated the Thirteenth Day of *April* and recorded in the Particular Register of Sasines at *Glasgow* the Thirteenth Day of *May* in the Year of our Lord One thousand eight hundred and twelve, which Charter is dated the Fifth Day of *July* and written to the Seal and registered and sealed the Fifteenth Day of *September* One thousand eight hundred and thirty, and upon which Charter the said *William Stuart Stirling Crawford* was duly infest and seised, conform to Instrument of Sasine dated the Twenty-ninth Day of *December* in the Year of our Lord One thousand eight hundred and thirty-two, and registered in the General Register of Sasines at *Edinburgh* the Thirty-first Day of *January* in the Year of our Lord One thousand eight hundred and thirty-three; and the Title of the said *William Stuart Stirling Crawford* to those Parts and Portions of the said Eight Shilling Land of *Hyndland* contained in the said Two several Infestments in favour of the said Mrs. *Margaret Rae Crawford*, bearing Date respectively the Seventeenth Day of *August* in the Year of our Lord One thousand eight hundred and seven, and recorded as aforesaid the Eighteenth Day of the same Month and Year, proceeding on the Two several Contracts of Excambion with *George Oswald*, herein also before mentioned, and also to the remaining Parts and Portions of the said Eight Shilling Land of *Hyndland* contained in the said Instrument of Sasine in favour of the said Mrs. *Margaret Rae Crawford* of the Thirteenth Day of *April*, and recorded as aforesaid the Thirteenth Day of *May* in the Year of our Lord One thousand eight hundred and twelve, proceeding on the Contract of Excambion thereof with *Charles Stirling*, herein also before mentioned, was duly completed by Instruments of Resignation bearing Date respectively the Eighth and recorded in the General Register of Sasines at *Edinburgh* the Eleventh Days of *April* in the Year of our Lord One thousand eight hundred and thirty-three, and by virtue of a Charter of Confirmation and Precept of Clare constat obtained from the Principal and Professors of *Glasgow* College of those Parts of the Lands of *Balgray* which were acquired as aforesaid by the before-mentioned Contract of Excambion with the said *Charles Stirling* of the Sixteenth *April* and Eighteenth *December* One thousand

[Private.]

Decree of Declarator of Court of Session declaring William Stuart Stirling Crawford's Right to the Estate.

Contract of Excambion with the Incorporation of Tailors of Glasgow, 1838.

Contract of Excambion with Minister

sand eight hundred and eleven, and recorded the Eighth *February* One thousand eight hundred and twelve, and Instrument of Sasine thereon in favour of the said Mrs. *Margaret Rae Crawford* of the Thirteenth *April* and Thirteenth *May* One thousand eight hundred and twelve, which Charter of Confirmation and Precept of Clare constat is dated the Eleventh and Thirteenth Days of *May* One thousand eight hundred and thirty-three, the said *William Stuart Stirling Crawford* was duly infest and seised in such Lands conform to Instrument of Sasine dated Second and registered in the General Register of Sasines at *Edinburgh* the Seventeenth Days of *December* One thousand eight hundred and thirty-three: And whereas by Decreet of Declarator, bearing Date the First Day of *February* One thousand eight hundred and thirty-four and Twenty-second Day of *January* One thousand eight hundred and thirty-six, made and pronounced by the Court of Session in *Scotland* in an Action of Declarator instituted in the said Court at the Instance of *James Stirling Esquire*, Second Son of the said Captain *William Stirling* deceased, and the younger Brother of the said *William Stuart Stirling Crawford*, and his Tutor *ad litem*, against the said *William Stuart Stirling Crawford*, and his Tutor and Curator, the said *William Stuart Stirling Crawford* was, for the Reasons and Causes therein mentioned, found entitled, as Heir of Entail aforesaid, to hold and retain the said Lands and Estate of *Milton*, as the said Decree in itself more fully bears: And whereas by Contract of Excambion, bearing Date the Thirteenth and Sixteenth and registered in the Sheriff Court Books at *Glasgow* the Seventeenth Days of *January* in the Year of our Lord One thousand eight hundred and thirty-eight, between *Archibald Stirling Esquire*, Commissioner for the said *William Stuart Stirling Crawford*, of the one Part, and the Incorporation of Tailors in *Glasgow* on the other Part, in virtue of the said Act of the Tenth Year of the Reign of His Majesty King *George* the Third, Chapter Fifty-one, the said Incorporation of Tailors disposed to the said *William Stuart Stirling Crawford* and the other Heirs of Tailie entitled to succeed to the said Lands and Estate all and whole these Three Pieces of Ground marked B.B.B. and coloured Blue on a Plan indorsed on the said Contract of Excambion, Part of the Lands of *Villafield*, measuring in whole Three hundred and forty-four Imperial Square Yards, lying between the present curved Course of *Saint Enoch's Burn* which is coloured Black in said Plan, and by which curved Course they are bounded on the North, and other Parts of the said Lands of *Villafield* belonging to the said Corporation, and by which they are bounded, on the South, which Pieces of Ground lye within the Barony Parish of *Glasgow* and Shire of *Lanark*, in Exchange for an equal Quantity of Ground, Part of the Lands of *Broomhill*, adjoining thereto, disposed to the said Incorporation of Tailors by the said Commissioner of the said *William Stuart Stirling Crawford*, in Exchange for the Lands so acquired, in which Lands so acquired the said *William Stuart Stirling Crawford* was duly infest and seised conform to Instrument of Sasine in his Favour dated the Twenty-second Day of *September* and registered in the Particular Register of Sasines at *Glasgow* the Seventeenth Day of *November* One thousand eight hundred and thirty-eight: And whereas by Contract of Excambion, bearing Date the Fourth, Ninth, Tenth, Fourteenth,

Fourteenth, and Thirtieth Days of *May*, and recorded in the Sheriff Court Books at *Glasgow* the First Day of *June*, all in the Year of our Lord One thousand eight hundred and thirty-eight, between the Reverend *John Burns*, Doctor of Divinity, Minister of the said Barony Parish, with Consent of the Assistant Minister of said Parish, and of the Moderator of the Presbytery of *Glasgow*, and Three and a Quorum of the Heritors of said Parish, of the one Part, and the said *Archibald Stirling*, as Commissioner of the said *William Stuart Stirling Crawford*, of the other Part, in virtue of the said last-mentioned Act the said several Parties to the said Contract of Excambion of the First Part disposed to the said *William Stuart Stirling Crawford* and the Heirs of Taillie aforesaid all and whole Two conterminous Portions of the Minister's Glebe of the Barony Parish of *Glasgow*, the total Contents of which extend to Five hundred and four Square Yards and Four Square Feet, in which superficial Quantity is included, over and above the Surface on any Part of which Buildings may be erected of a Description not inconsistent with the Restrictions and Prohibitions specified in the Plan for feuing the same, a Portion of the Ground which shall be appropriated to the Formation of and shall remain in all Time coming occupied by a public Street, to measure at all Points Fifty Feet in Breadth from the Planes of the Walls in the Fronts of the Buildings to be erected on the one Side to the Planes of the Walls in the Fronts of the Buildings to be erected on the opposite Side, to run quite through the Lands belonging to the Parties to said Contract respectively in such a Track that the centre Line of the said Street of Fifty Feet of Breadth shall be distant One hundred and twenty-one Feet at all Points East-north-eastward from a straight Line coinciding in Position and Range with the East-north-eastern Boundary of the Portion of the Minister's Glebe of the said Parish, presently held in feu by the said Doctor *John Burns*, from *Parson Street* to the lately executed Turnpike Road called the *North Road*, and to communicate with both, of which Two conterminous Portions of the Minister's Glebe of the said Parish, containing together the Five hundred and four Square Yards and Four Square Feet of Ground thereby conveyed in Excambion by the said Reverend Doctor *John Burns*, with Consent and Concurrence foresaid, to the said *William Stuart Stirling Crawford* and his foresaids, Two hundred and nine Square Yards and Four Square Feet are comprehended in the Plot or Area bounded on the North-by-west, on the North-north-west, and on the North-west-by-north, by the central Line of the Watercourse called *Saint Enoch's Burn*, separating the same from the Lands known by the Name of *Physicwell Park*, Part of the entailed Estate of *Milton*, and belonging to the said *William Stuart Stirling Crawford*, along which central Line, measuring to the Middle of the said proposed Street of Fifty Feet, and closely following all the Curvatures therein, it extends (from R. to S.) One hundred and twenty-three Feet Five Inches in all, on the South-south-east by other Parts of the Minister's Glebe of the said Parish, along which, measuring to the Middle of the said proposed Street of Fifty Feet, it extends (from Q. to O.) One hundred and twenty-one Feet in all, in a straight Line, situate at Right Angles to the said proposed Street, on the East-north-east, partly by the Plot or Area next to be described, and partly by the other Parts of the Minister's Glebe

and Heritors
of the Barony
Parish, 1838.

Glebe of the said Parish, along which it extends (from S to O) Twenty-seven Feet Six Inches in all on the central Line of the said proposed Street of Fifty Feet, and on the West-south-west by the Portion of the said Glebe presently held in feu by the said Doctor *John Burns*, along which it extends (from P to Q) Fourteen Feet in all, and of which Ground thereby conveyed in Excambion by the said Reverend Doctor *John Burns*, with Consent and Concurrence foresaid, to the said *William Stuart Stirling Crawford*, the remaining Two hundred and ninety-five Square Yards of the foresaid total superficial Quantity are comprehended in the Plot or Area bounded on the North-west-by-north by the central Line of the said Water-course called *Saint Enoch's Burn*, separating the same from the said Lands called *Physicwell Park*, belonging to the said *William Stuart Stirling Crawford*, along which central Line, closely following the slight Degree of Curvature therein, and measuring to the Middle of the said proposed Street of Fifty Feet, it extends (from S to T) Eighty-seven Feet Three Inches in all, on the South-south-east, as well as on the East-by-south and East-north-east, by other Parts of the Minister's Glebe of the said Parish, along which it extends, on the South-south-east, measuring to the Middle of the said proposed Street of Fifty Feet, and in a straight Line, situated at Right Angles thereto (from O. to H.), Sixty-five Feet in all, on the East-by-south (from T. to V.) Thirty-two Feet Nine Inches in all, on a straight Line situated at Right Angles to the Range of *Monkland Street*, and on the East-north-east (from V. to H.) Twenty-eight Feet Eight Inches in all, on a straight Line parallel to the said proposed Street of Fifty Feet, and on the West-south-west by the Plot or Area first above described, along which it extends (from S. to O.) Twenty-six Feet Nine Inches in all, on the central Line of the said proposed Street of Fifty Feet, as the said Portions of Ground are delineated on the foresaid Plan made out by *William Kyle*, which Plan, with a Duplicate thereof, is docketed and signed by the Parties to said Contract of the Date thereof, as relative thereto, and a Duplicate of said Plan retained by each Party, which Portions of Ground are Parts and Portions of all and whole these Parts and Portions of the Thirty-three Shilling Fourpenny Land of old Extent of *Broomhill*, lying within the Parish of the Barony of *Glasgow*, Regality thereof, and Sherifffdom of *Lanark*, disponed by *George Ross* of *Galstoune* to the Reverend *James Stirling*, some Time Minister of the said Parish, and to his Successors in Office, and in which the said Mr. *James Stirling* was duly infeft conform to Instrument of Sasine in his Favour dated the Eighth Day of *December* Seventeen hundred and one, and recorded in the Particular Register of Sasines kept at *Glasgow* the same Day, which Ground is more particularly described in the Title Deeds thereof, was appropriated and has been possessed as a Glebe to the Ministers of the said Parish, and which Two Portions were so acquired by the said *William Stuart Stirling Crawford* in Exchange for an equal Quantity of Ground, Part of the Lands of *Broomhill*, adjoining said Glebe, disponed by the said Commissioner to the Parties aforesaid, in which Land so acquired the said *William Stuart Stirling Crawford* was duly infeft and seised conform to Instrument of Sasine in his Favour dated the Twenty-second Day of *September* and registered in

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the

the Particular Register of Sasines at *Glasgow* the Seventeenth Day of *November* in the Year of our Lord One thousand eight hundred and thirty-eight: And whereas by Contract of Excambion bearing Date the Twenty-sixth of *May*, the Fourth and Fifth Days of *July*, and registered in the Sheriff Court Books at *Glasgow* the Tenth Day of *July*, all in the Year of our Lord One thousand eight hundred and thirty-eight, between the said *Archibald Stirling*, as Commissioner for the said *William Stuart Stirling Crawford*, of the one Part, and *Charles Tennant*, Merchant in *Glasgow*, for himself individually, and the said *Charles Tennant* and others, Copartners under the Firm of *Charles Tennant and Company*, Merchants in *Glasgow*, for their respective Interests, on the other Part, in virtue of the Act last mentioned, the said several Parties to such Contract of Excambion of the First Part disposed to the said *William Stuart Stirling Crawford* and the Heirs of Taillie foresaid, *Primo*, all and whole that Piece of Ground, being Part of the Lands of *Glasgowfield*, Part of the Lands of *Saint Rollox Croft* and *Hartfield*, consisting of Ninety-eight Square Yards and Three Square Feet, bounded on the South by the Steading or Plot belonging to the said *William Stuart Stirling Crawford* which lies on the North Side of and fronts the Street called *Tennant Street*, and also fronts *Keppochhill Road*, along which Steading it extends Sixty-six Feet Nine Inches, or thereby, and which Street called *Tennant Street* is the Northmost of the Two Streets delineated on the Plan of the Grounds excambed a Copy whereof was to be endorsed on Extracts of the said Contract of Excambion, and which Street is to run parallel, or nearly so, with the new North Road, on the West said Piece of Ground is bounded by *Keppochhill Road*, along which it extends Four Feet Eight Inches, or thereby, on the North by the said *Charles Tennant's* other Lands, along which it extends Sixty-four Feet Two Inches, or thereby, and on the East by Ground belonging to the said *Charles Tennant*, along which it extends Twenty-two Feet Eleven Inches, or thereby, until it meets on the South-east at a Point with the Ninety-eight and Three Ninths Square Yards conveyed by the said *William Stuart Stirling Crawford* to the said *Charles Tennant* by the said Contract of Excambion; *Secundo*, all and whole that other Piece or Steading of Ground, also Part of the said Lands of *Glasgowfield*, and Part of the said Lands of *St. Rollock's Croft* and *Hartfield*, consisting in whole of Four hundred and eighty-nine Square Yards and Four Square Feet, and lying on the South Side of said Street of Forty-five Feet in Width called *Tennant Street*, bounded, said Steading under Description, on the North by said Street called *Tennant Street*, along which it extends One hundred and eleven Feet or thereby, on the East by the said *Charles Tennant and Company's* Grounds, along which it extends One hundred and twenty-three Feet Ten Inches, or thereby, on the West and South-west by the said *William Stuart Stirling Crawford's* adjoining Lands, and running into a Point on the South Line of said Street, along which Boundaries it extends One hundred and eighty-two Feet Five Inches, or thereby, and on the South the said Steading also runs into a Point until it meets the North Point of the said small Angle of Nine and Eight Ninths Square Yards, conveyed to the said *Charles Tennant and Company* as aforesaid, which Two Steadings or Pieces of Ground, extending together to

Contract of
Excambion
with Charles
Tennant
and C. Ten-
nant and
Co., 1838.

[Private.]

Five hundred and eighty-seven Square Yards and Seven Ninths of a Square Yard, or thereby, are coloured Yellow in said Plan, and lie within the Territory of the Burgh of *Glasgow*, and are holden Burgage, and were so acquired in Exchange for an equal Quantity of Ground, Part of the Lands of *Physic Well Park*, which are Part of the said Lands of *Broomhill*, adjoining thereto, disposed by the said Commissioner to the Parties aforesaid, in which Lands so acquired (and which are held Burgage) the said *William Stuart Stirling Crawford* was duly infeft and seised conform to Instrument of Sasine in his Favour dated and registered in the Register of Sasines kept for the Burgh of *Glasgow* the Twenty-eighth Day of *September* One thousand eight hundred and thirty-eight: And whereas by an Act passed in the Eighth Year of the Reign of His Majesty King *George* the Third, Chapter Sixty-three, intituled *An Act for making and maintaining a navigable Cut or Canal from the Firth or River of Forth, at or near the Mouth of the River of Carron in the County of Stirling, to the Firth or River of Clyde at or near a Place called Dalmuirburnfoot, in the County of Dumbarton, and also a collateral Cut from the same to the City of Glasgow; and for making a navigable Cut or Canal of Communication from the Port and Harbour of Borrowstoness to join the said Canal at or near the Place where it will fall into the Firth of Forth*, it is enacted, "that it shall and may be lawful for all Owners of Lands, Bodies Politic or Corporate, Heirs of Entail, Trustees, Tutors and Curators of Minors and of Idiots and furious Persons, through whose Lands the said main Canal or collateral Cut shall pass, and they are hereby empowered, to erect or to grant Feu Rights for erecting Towns, Houses, and Buildings upon their Lands immediately adjoining the said main Canal or collateral Cut, but so as the same shall not prejudice the said intended Navigation or the Towing Paths thereof; and by the said Act it is also provided, "that all Bodies Politic or Corporate, Heirs of Entail, Trustees, Tutors and Curators of Minors and of Idiots and furious Persons, granting Feu Rights as aforesaid, shall be bound and obliged to make the same with the Reservation of a Feu Duty or Feu Duties at least equal to the present full Rent of the Lands;" and by an Act passed in the Thirtieth Year of the Reign of His Majesty *George* the Third, Chapter Seventy-three, intituled *An Act for forming a Junction between the Forth and Clyde Navigation and the Monkland Navigation, and for altering, enlarging, and explaining several former Acts passed for making and maintaining the said Navigations*, it is enacted, "that all Powers, Privileges, and Authorities now in force, given by the before-recited Acts to the Proprietors of Lands adjacent to the said main Cut or Canal or collateral Cut, or to any other Person or Persons whomsoever, (except in so far as altered by this present Act,) shall be and the same are hereby extended to the said collateral Cut now to be continued in manner herein-before directed;" and by the Act, Fourth and Fifth of Her present Majesty, intituled *An Act to consolidate, amend, and enlarge the Powers and Provisions of the several Acts relating to the Forth and Clyde Navigation*, the Powers given by the Two Acts last recited, to grant Feu Rights of Lands adjoining the said Navigations, are reserved and confirmed to the Proprietors thereof: And whereas the said collateral Cut to the City of *Glasgow* and Cut of Junction with the *Monkland Canal*

8 G. 3. c. 63.

30 G. 3. c. 73.

4 & 5 Vict.
c. 55.

Canal pass through and intersect the said Lands of *Broomhill*, upon which the Harbour and Town of *Port Dundas* is erected, and, under and by virtue of the foresaid Acts of Parliament relating to the said Navigation, the said *William Stuart Stirling Crawford* and his Predecessors have granted from Time to Time Feu Rights of considerable Portions of the said Lands of *Broomhill*, now commonly known by the Name of *High and Low Broomhill, Hundred Acre Hill, Physic Well Park, Spangsholm, and East and West Cowcaddens Parks*, by which Feus the Revenue of the said entailed Estate has been very greatly increased, and it is just and proper that the Feu Rights so granted by the said *William Stuart Stirling Crawford* and his Predecessors in the said entailed Estate, and their Commissioners, Curators, Guardians, or others on their Behalf, under and by virtue of the said Acts, should be recognized and confirmed: And whereas various other Portions of the said Lands and others have from Time to Time been taken and used or acquired by various incorporated Companies or Trusts under the compulsory Powers contained in the several Acts enabling them in that Behalf, and various other Portions of said entailed Lands and Estate are so situated that they may be hereafter taken and used or acquired by Companies or Trusts incorporated or to be hereafter incorporated as aforesaid: And whereas the whole Lands and others to which the said *William Stuart Stirling Crawford* is now entitled, and of which he is now in possession as Heir of Entail, subject to the Fetters aforesaid, and now commonly called and known as the Estate of *Milton*, are all situated in the immediate Vicinity of the City of *Glasgow*, and from their Position in respect to the adjoining Districts, their Contiguity to the Rivers *Clyde* and *Kelvin*, their being intersected by the *Forth and Clyde Canal*, the *Edinburgh and Glasgow Railway*, and the *Glasgow and Garnkirk Railway*, and also by the great North Road or Street lately formed by the Magistrates of *Glasgow*, and by the Turnpike Road leading to *Stirling* by *Kirkintulloch*, and from their being also intersected by and adjacent to various other Roads, Streets, and Thoroughfares leading to and from the City of *Glasgow*, and from other corresponding Advantages, are peculiarly eligible for building and other Purposes requiring permanent Occupation, and if the said Lands and others were conveyed in Feu or otherwise for such and the like Purposes a Revenue would arise to the Owners thereof for the Time being very greatly exceeding the Revenue which has been or can be derived from the said Lands and others if the same were applied only to the Purposes of Agriculture: And whereas it would be for the Benefit and Advantage of the said *William Stuart Stirling Crawford* and the other Heirs of Entail entitled and to become entitled to succeed as such Heirs of Entail, under and by virtue of the said Bond of *Taillie*, and the several Deeds and other Instruments following thereupon, herein-before mentioned, if Power were given to feu and make other permanent Grants of the whole Lands and others now and henceforth forming and to form the said entailed Estate; but by reason of the Reservations, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, contained in the said Bond of *Taillie*, and in the said several Deeds and other Instruments following thereupon, and herein-before mentioned,

Power to
Heir of En-
tail, with
Consent of
Trustees, to
sell or dispose
in Feu-farm
of the Lands
specified in
the Schedule.

mentioned, such Feu or other Rights cannot be competently granted without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and 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 from and after the passing of this Act it shall and may be lawful for the said *William Stuart Stirling Crawford*, and failing him the Heir of Entail entitled for the Time to the Possession of the Lands and other Heritages now forming the said entailed Estate of *Milton*, contained in the said Bond of Taillie and Disposition and supplementary Deed of Entail, and other Deeds, before recited, and the Tutors, Curators, or other legal Guardians of such Heir, but always by and with the Consent in Writing of *Archibald Stirling of Keir* in the County of *Perth*, Esquire, and *Gilbert Kennedy of Renfield Street* in the City of *Glasgow*, Esquire, or of such other Person or Persons as may be appointed in manner after expressed as Trustees for Protection of the Rights and Interests of the substitute Heirs of Entail entitled to succeed to the said entailed Lands and others, and the Survivors and Survivor of the said Trustees, to sell, alienate, and dispone in Feu-farm, Fee, and Heritage, to any Person or Persons, as Vassal or Vassals therein, either by public Auction, at such Times and Places, and with such Powers of Adjournment, as he, she, or they may think fit, or by private Contract, the Whole or any Part or Parts of the said Lands and Heritages, all as particularly specified in the Schedule hereunto annexed, (excepting such Parts of the said Lands and Heritages as are held by Burgage Tenure, and excepting also those Portions thereof which have been given off and disposed in Excambion as aforesaid, or conveyed to Companies or Trustees incorporated by Act of Parliament, for the Purposes and under the Powers expressed in such Acts, and excepting also those Parts of the said Lands of *Broomhill* of which Feu Rights have already been granted as aforesaid under the Power contained in the said Acts relating to the *Forth* and *Clyde* Canal Navigation,) and all such other Lands and Heritages as may be acquired by Excambion or otherwise in lieu of any Lands specified in the said Schedule, or any Part or Portion of the same, and all such Lands as may hereafter form Part of the said entailed Estate, so as such Lands lie adjacent or contiguous to any Parts of the entailed Estate (so far as the same are not held by Burgage Tenure), to be holden always of and under the said *William Stuart Stirling Crawford*, or the Heir of Entail in possession for the Time of the said Lands and Estate, in Feu-farm, Fee, and Heritage for ever, for Payment of such perpetual yearly Feu Duties, and for such Casualties of Superiority, or Compositions in lieu of Casualties of Superiority, or Entry Money payable by Vassals on future Entries, as can be had and obtained for the same, as also (but always by and with Consent foresaid) to sell, alienate, and dispone, either by public Auction or private Contract, as aforesaid, such Parts of the said Lands and Heritages contained in the said Schedule as are held by Burgage Tenure, and such other Lands and Heritages as may be acquired by Excambion or otherwise, as aforesaid, and as may be held by Burgage Tenure, for such perpetual Ground Annual, and

for such further Payment on Transmissions to Heirs or singular Successors, or Compositions in lieu of Payments on such Transmissions, as can be had or obtained for the same.

II. And be it enacted, That when and as often as any Part or Parts of the said Lands and Heritages shall be sold, alienated, and disposed as aforesaid, the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled to the Possession of the said Estate for the Time, or the Tutors, Curators, or other legal Guardians of such Heir of Entail, shall, by and with Consent aforesaid, make, subscribe, and deliver to the Party or Parties contracting for or taking such Part or Parts of the said Lands and Heritages hereby authorized to be feued, all necessary Feu Charters or Feu Contracts, or Dispositions in Feu, containing Precepts of Sasine for infefting such Party or Parties in such Parts of the Lands and other Heritages aforesaid as shall be disposed to them, to be holden in Feu as aforesaid, with all other usual and necessary Clauses, and all necessary Dispositions, Contracts of Ground Annual, or other Deeds containing Procuratories of Resignation for infefting such Party or Parties in such Parts of the Lands and other Heritages aforesaid as shall be disposed to them to be holden by Burgage Tenure, with all other usual and necessary Clauses: Provided always, that the Consent of the Trustees hereby named, or their Successors in Office, shall not be necessary on the granting of Charters by Progress or Precepts of Clare constat to Heirs or singular Successors on Renewal of original Feu Rights to be made or entered into by virtue hereof, and that the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled for the Time to the Possession of the said Lands and Estates, or his or her Tutors, Curators, or other legal Guardians, shall have full Power, by himself or herself or themselves, alone, to grant, subscribe, and deliver all such Charters by Progress or Precepts of Clare constat in favour of Heirs or singular Successors.

Feu Rights,
&c. to be
granted.

III. Provided always, and be it enacted, That it shall not be lawful to the said *William Stuart Stirling Crawford*, or other Heir of Entail in possession of the said Lands and Heritages for the Time, to take or stipulate for Payment of any Grassum or Fine, or any Consideration whatever other than is hereby authorized, for granting any Feu Charter, Feu Contract, Disposition, Contract of Ground Annual, or other Deed herein authorized to be granted; and if any Grassum or Fine, or any Consideration whatever, other than is hereby authorized, shall be taken or stipulated for in granting such Feu Charter, Feu Contract, Disposition, Contract of Ground Annual, or other Deed, the same, with all that may have followed thereon, shall be and are hereby declared to be absolutely null and void.

No Fine or
Grassum to
be taken.

IV. Provided also, and be it enacted, That in granting any Feu or Feus, in virtue of the Powers given by this Act, it shall be lawful either to reserve the Casualties of Superiority or Compositions payable by Law on the Entry of each Heir or singular Successor, or to tax the Amount of the same, or to stipulate that the Vassal or Vassals shall pay the Double of the Feu Duty on the Expiry of every successive Period of not less than Eighteen and not more than

Casualties of
Superiority
may be re-
served or
taxed.

[Private.]

Twenty-five Years, in full of that Year's Feu Duty, and of all Casualties of Superiority and Compositions.

Feu Duties,
&c. to be
paid to Heir
in Possession.

V. And be it enacted, That the Feu Duties, Ground Annuals, Casualties of Superiority, Payments on Transmissions to Heirs and singular Successors, or Compositions, hereby authorized to be taken as aforesaid, shall, by the Feu Charters, Feu Contracts, Dispositions, Contracts of Ground Annual, and other Deeds hereby authorized to be granted as aforesaid, be made payable to the said *William Stuart Stirling Crawford*, and to the Heirs of Entail succeeding to him in the foresaid Lands and Estates for the Time, under the Penalties and Forfeitures usual according to the Law of *Scotland*, or such other Penalties and Forfeitures as may be agreed on and contained in the said Deeds.

Feu Rights
and Dispo-
sitions to
contain cer-
tain Pro-
visions.

VI. And be it enacted, That the Feu Charter or Feu Charters, Feu Contract or Feu Contracts, or other original Feu Rights hereby authorized to be granted, shall contain Clauses declaring that it shall not be lawful to nor in the Power of the Vassal or Vassals to assign the Precepts of Sasine therein contained, or to be contained in any of the Charters by Progress of the Lands thereby disposed, but that the said Vassal or Vassals shall in all Cases be bound and obliged to take Infestment thereon, and to record Infestment in the Particular Register of Sasines kept at *Glasgow* for the Shire of *Renfrew* and Regalities of *Glasgow* and *Paisley*, or in the General Register of Sasines at *Edinburgh*, within a Period not exceeding Six Months from the last Date of such Feu Charter or Feu Charters, Feu Contract or Feu Contracts, or other original Feu Rights or Charters by Progress; and further declaring, that it shall not be lawful to such Vassal or Vassals, or the Person in right of the Lands so feued, at any Time to subfeu or sell or absolutely to dispoise all or any Parts of the Lands contained in such Feu Charter or Feu Charters, Feu Contract or Feu Contracts, or other Feu Rights, so as to be held of them, or their Heirs or Assignees, or of any other interjected Superior, but only of and under the said *William Stuart Stirling Crawford* and the Heirs of Entail entitled to the Possession of the said entailed Lands and Estate for the Time, as immediate Superiors thereof, and the Heirs and singular Successors of such Vassal or Vassals, or others in right of said Lands, as aforesaid, shall be taken bound to enter with the said *William Stuart Stirling Crawford*, or the Heir of Entail in possession, as aforesaid, and be infest in the Lands contained in the said Feu Charter or Feu Charters, or Feu Contract or Feu Contracts, or other Feu Rights, so far as belonging to them respectively, and record the Infestments as aforesaid within Twelve Months after the Date of their purchasing or succeeding thereto; and also declaring that all Sales, Dispositions, or other Conveyances and Transmissions, legal or voluntary, of the Whole or any Part or Portions of the said Lands, upon Terms either in violation of or inconsistent with the Conditions, Declarations, and Provisions herein contained, shall be and are hereby declared to be absolutely null and void to the Disponees or Receivers thereof, with all that shall follow or may follow thereon; but it shall be lawful nevertheless to the Vassal or Vassals, or other Person or Persons in right

right of the said Lands and others, to grant redeemable Dispositions and other Dispositions and other Conveyances thereof respectively in Security, and to infest their Wives and Husbands in Life-rent therein, to be held of themselves, without the Necessity of any Confirmation thereof by the said *William Stuart Stirling Crawford*, or the Heir of Entail in possession as aforesaid: Provided also, that in granting Dispositions, Contracts of Ground Annual, or other Deeds, herein-before authorized to be granted with reference to Lands held by Burgage Tenure, it shall and may be lawful to insert therein such Clauses and Conditions, and such Penalties and Forfeitures, as are herein-before prescribed respecting Feu Rights, so far as not inconsistent with Burgage Holding, and such further Provisions as may be thought fit for effectually securing the Right and Interest of the said *William Stuart Stirling Crawford*, and his Successors in the said entailed Estate, in the Ground Annuals, Payments on Transmissions, or Compositions in lieu thereof.

VII. And be it enacted, That all the Conditions, Declarations, and Provisions herein-before mentioned, prescribed in reference to the Feu Charters, Feu Contracts, or other Deeds relative to Lands granted in Feu, hereby authorized to be granted, and all Conditions, Declarations, and Provisions to be contained in the said Dispositions and Contracts of Ground Annual, relative to Lands to be held Burgage, which shall thereby be agreed to be inserted in the future Titles, shall be repeated in the Instrument or Instruments of Sasine to follow thereupon, and in all future Conveyances, Transmissions, Charters, Precepts of Clare constat, and Investitures of the Lands contained in such Feu Charters, Feu Contracts, Dispositions, Contracts of Ground Annual, or other Deeds respectively, excepting in redeemable and Life-rent Rights, as aforesaid, otherwise such Feu Charters, Feu Contracts, Dispositions, Contracts of Ground Annual, and other Deeds, together with such Sasines, Conveyances, Transmissions, Charters, Precepts of Clare constat, and Investitures, shall be void and null, and the Vassal or Vassals, or other Person or Persons in whose Favour such Sasines, Conveyances, Transmissions, Charters, Precepts of Clare constat, and Investitures shall have been made and granted respectively, shall thereupon forfeit and lose all Right and Title to the Lands and others comprised or intended to be comprised therein, and the said Lands and others shall revert and belong to the said *William Stuart Stirling Crawford*, or the Heir of Entail in possession for the Time of the said entailed Estate, as if such Feu or Feus had never been granted.

Conditions
to be re-
peated in
subsequent
Investitures.

VIII. And be it enacted, That it shall and may be lawful to and in the Power of the said *Archibald Stirling* and *Gilbert Kennedy*, or the Trustee or Trustees to be elected and appointed in the Place and Stead of them or either of them, as after provided, together and in conjunction with the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled to the Possession of the said Lands and Estate for the Time, or the Tutors or Curators or other legal Guardians of such Heir, and also in conjunction with the next Heir of Entail of full Age, and in *Great Britain* for the Time, not being descended of the Body of the Heir in possession, to elect and appoint,

Power to
nominate
new Trustees.

appoint, by a Deed executed according to the Forms of the Law of *Scotland*, and which Deed shall be registered in the General Register of Sasines at *Edinburgh*, any fit Person to be an additional Trustee to act along with them in the Execution of the said Trust, and if the said *Archibald Stirling* and *Gilbert Kennedy*, or the additional Trustee to be elected and appointed as aforesaid, or any of them, shall die, or be desirous to be discharged from or shall become incapable to act in the said Trust, it shall and may be lawful to and in the Power of the surviving or acting Trustees or Trustee, together and in conjunction with the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled to the Possession of the said Lands and Estate for the Time, or the Tutors and Curators or other legal Guardians of such Heir, (and also in conjunction with the next Heir of Entail of full Age, and in *Great Britain* for the Time, not being descended of the Body of the Heir in possession,) to elect and appoint, by a Deed executed according to the Forms of the Law of *Scotland*, and which Deed shall be registered in the General Register of Sasines at *Edinburgh*, any fit Person or Persons to be a Trustee or Trustees 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 said Trust, and so from Time to Time as often as there shall be Occasion; and in case all the Trustees hereby named, or to be elected as aforesaid, shall die, or be discharged from or become incapable to act in the said Trust, without electing and appointing a Trustee or Trustees in their Place and Stead, it shall be lawful to the Court of Session in either Division thereof, and the said Court is hereby required, on the summary Application of the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled to the Possession of the said Lands and Estate for the Time, duly intimated to the next Heir of Entail of full Age, and in *Great Britain* for the Time, not being descended of the Body of the Heir in possession, to appoint One or more Trustee or Trustees in Place and Stead of the Trustees who have so died, or have been discharged, or have become incapable to act as aforesaid, and the Trustee or Trustees so to be elected and appointed shall have the same Powers as are hereby vested in the Trustees hereby named.

Majority of Trustees to be a Quorum, and Survivor to have Power to act by himself.

IX. And be it enacted, That the Majority of the Trustees hereby named, and such other or others as may be elected, as before mentioned, while more than Two survive or continue to act, shall be a legal and sufficient Quorum for the Purposes of this Act, and any Two or One of them, if Two or One of them only shall survive or continue to act, shall at all Times have full Power to act by themselves or himself alone,

Ratification of the Feus already granted under the Provisions in the Canal Navigation Acts.

X. And be it enacted, That the whole Feu Rights of any Part or Parts of the said entailed Lands granted previous to the passing of this Act, under and by virtue of and in the Terms and on the Conditions expressed in the Acts of Parliament before recited relating to the *Forth* and *Clyde* Canal Navigation, and Cut of Junction thereof with the *Monkland* Navigation, and all Renewals, Charters, Precepts of Clare constat, and other Deeds and Instruments following thereon, are

are hereby ratified, confirmed, and established, and declared to be valid and subsisting Feu Rights and Titles of and to the Lands and others contained therein, and effectual to the several Feuars and Disponees thereof, and their Heirs and Successors, to all Intents and Purposes whatsoever, saving always the Rights of the said *William Stuart Stirling Crawford* and other Heirs of Entail of the said Estate, as Superiors of the said Lands, and saving also the Rights or Claims of other Parties in reference to such Feu Rights and Titles.

XI. And be it enacted, That if at any Time and as often as it shall happen that any Part of the Lands hereby authorized to be disposed as aforesaid, or any Part of the foresaid entailed Estate feued prior to the passing of this Act, as aforesaid, shall fall and revert to the said *William Stuart Stirling Crawford*, or the Heir of Entail in possession of the said entailed Estate for the Time, by reason of the Renunciation or Forfeiture thereof, such Lands shall be subject to the whole Powers hereby granted with reference to the Lands contained in the Schedule hereunto annexed, and it shall be lawful for the said *William Stuart Stirling Crawford*, or the Heir of Entail entitled to the Possession of the said Lands and Estate for the Time, or the Tutors, Curators, or other legal Guardians aforesaid, by and with the Consent aforesaid, of new to dispose the same to any Person or Persons who may be willing to take the same, in like Manner as if the same had been contained in the aforesaid Schedule, and had not been previously disposed; and in every new Feu Charter, Feu Contract, or other Feu Right or Disposition or Contract of Ground Annual, or other Deed relative thereto, the Party obtaining the same shall be taken bound to pay such perpetual yearly Feu Duty or Ground Annual, and such Casualties or Compositions for future Entries, Payments on Transmissions to Heirs and singular Successors, or Compositions in lieu thereof, as can be had or obtained for such Lands.

If Feus are forfeited, new Feus may be granted.

XII. And be it enacted, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the aforesaid Deeds of Entail herein-before recited, or the Order of Succession therein and thereby and in the subsequent Titles respectively established, excepting in so far as is necessary to carry into effect the Feu Charters, Feu Contracts, Feu Rights, Dispositions, Contracts of Ground Annual, or other Deeds hereby allowed to be granted; and the said Lands, in so far as not disposed as hereby authorized (subject always to the Provisions contained in this Act), and the Feu Duties, Ground Annuals, Casualties, Compositions, and other Payments arising from such Lands as shall be disposed in virtue hereof, shall descend and be transmitted in the same Order and Course of Succession, and under the same Burdens, Reservations, Provisions, Restrictions, Limitations, and Clauses prohibitory, irritant, and resolute, as are contained in the said Deeds of Entail.

Entail not to be prejudiced.

XIII. And be it enacted, That it shall be in the Power of the said *Archibald Stirling* and *Gilbert Kennedy*, and any new Trustee or Trustees that may have been appointed in manner above mentioned, and the Survivors or Survivor of them then acting, or who may have acted in virtue of this Act, or the Heirs or Representatives of them or him, to apply from Time to Time or at any Time they may think

Trustees may apply to the Court of Session for their Discharge.

[Private.]

proper, by summary Petition to the Court of Session in *Scotland*, for a Discharge and Exoneration of their Actings and Proceedings by virtue of this Act prior to the Date of any such Application; and the said Court is hereby authorized and required to order Evidence to be laid before them of such Actings and Proceedings, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of such Actings and Proceedings, and to declare them acquitted and discharged thereof for ever.

Providing
for Expence
of Act and
other Pro-
ceedings.

XIV. And be it enacted, That it shall and may be competent and lawful to the Court of Session in *Scotland*, and the Judges thereof are hereby required, upon summary Application by the said *William Stuart Stirling Crawford*, or the Heir of Entail for the Time in possession of the said entailed Estate of *Milton*, of which due Notice shall be given to the said Trustees, to authorize and direct, out of the Monies already obtained or that may be obtained for Part of the foresaid Lands and Estate taken, used, or acquired, or that may be taken, used, or acquired by incorporated Companies or Trusts under their various Acts of Parliament, or out of the Monies obtained or that may be obtained as the Difference in Value in making Exchanges of Parts and Portions of the said Lands and Estate for other Lands, in Terms of any Acts of Parliament already passed or that may be passed enabling Heirs of Entail to make such Exchanges, the Payment to the Party or Parties making such Application of all the Costs, Charges, and Expences incurred preparatory to and in applying for, obtaining, and passing this Act, and the Costs to be incurred in carrying this Act into execution, and also the Costs incurred in obtaining the Prices and Compensation for Land so taken, used, or acquired, and to be incurred in respect of any Lands that may be so taken, used, or acquired by incorporated Companies or Trusts, and in effecting such Exchanges as aforesaid, in so far as such Expences shall not have been and may not be recovered from the Parties to such Transactions, or to allow and direct the Payment as aforesaid of such Part or Parts of the said Expences as to the said Court shall seem proper.

General
Saving.

XV. 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, his, her, and their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *William Stuart Stirling Crawford*, and all and every the other Heirs of Entail or Persons entitled to succeed to the Lands and Heritages herein-before mentioned,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, into or out of the Lands and Estate hereby authorized to be feued or conveyed, or any Part thereof, 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 made.

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

XVI. 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 to which this Act refers.

LANDS belonging to WILLIAM STUART STIRLING CRAWFURD Esquire, of MILTON in the County of LANARK, authorized to be feued and conveyed under this Act.

No.	Lands to be feued and conveyed.	Tenant or Occupiers.	Parish.	Quantity.			Rental of the Lands.			Rate per Imperial Acre of Rent at		
				A.	R.	P.	£	s.	d.	£	s.	d.
1	Milton or Milton Proper -	John Morrison -	Barony	410	3	25	507	2	0	1	4	8
2	Ballornock - - -	Walter Weir - -	Barony	124	1	25	129	2	1	1	0	9
3	Broomhill - - -	Andrew Lonie -	Barony	15	1	2	48	8	4	3	3	5 $\frac{1}{4}$
	Broomhill - - -	M. M'Farlane and Co.	Barony	46	3	7	90	0	0	1	18	5 $\frac{1}{2}$
	Broomhill - - -	Andrew M'Onie -	Barony	0	3	33 $\frac{1}{2}$	6	0	0	6	5	1
	Broomhill - - -	M'Arthur and Braidie	Barony	0	0	12 $\frac{3}{4}$	6	2	5	76	16	2 $\frac{1}{2}$
	Broomhill - - -	Charles Tennant and Co.	Barony	23	0	13 $\frac{3}{4}$	69	1	8	2	19	10
	Broomhill - - -	William Stuart Stirling Crawford, Esq.	Barony	16	3	37 $\frac{1}{2}$						
	Broomhill - - -	Daniel M'Innes -	Barony	0	1	17 $\frac{1}{2}$	5	0	0	13	18	3
	Broomhill, or Land acquired in Excambion from C. Tennant and others (588 Square Yards, or thereby).	William Stuart Stirling Crawford, Esq.	Inner High Church, Glasgow.	0	0	19 $\frac{1}{2}$						
4	Coulston, including certain Portions of Balgray.	William Warnock -	Barony	227	1	34	264	0	0	1	3	2 $\frac{1}{2}$
	Coulston - - -	Robert Black -	Barony	0	1	2	2	11	8	9	16	10
5	Over Possil, including Possil Loch.	Robert Graham -	Barony	196	0	17	196	0	0	0	19	11 $\frac{3}{4}$
6	Overnewton, including certain Portions in Kelvinhaugh.	Duncan Gillies -	Barony	46	1	25	200	0	0	4	6	2 $\frac{1}{4}$
	Ditto - - -	Peter Anderson -	Barony	0	0	33	4	2	0	19	17	7
7	Orchard and other Lands adjoining at Partick.	John M'Gee - -	Govan	23	1	31	178	12	0	2	15	7
	Merk Land and Pertinents	John M'Gee - -	Govan	40	3	14						
	Ditto - - -	David Robb - -	Govan	0	0	2 $\frac{1}{2}$						
	Houses and Ground, Partick.	John Walker -	Govan	0	2	21 $\frac{1}{2}$	18	0	0	28	17	5 $\frac{3}{4}$
8	Hyndland - - -	William Lindsay -	Govan	62	3	35	120	0	0	1	18	1 $\frac{1}{2}$

N.B.—This Schedule includes the Lands which have been from Time to Time acquired for Portions of the Estate exchanged therefor, and contains no Part or Portion of the Estate heretofore conveyed in Exchange or otherwise, or of which Feus have been granted in virtue of previous Acts.

G. KENNEDY.
THOMAS KYLE.

