



ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

Cap. 11.

An Act for vesting the entailed Estates of *Wester Fairnie* and others in the County of *Fife*, belonging to *Francis Balfour* Esquire, in Trustees, to sell the same, or such Part thereof as may be necessary, and to apply the Price arising therefrom in the Payment of the Debts affecting or that may be made to affect the said Estates.

[27th June 1843.]

WHEREAS *Francis Balfour* of *Fairnie*, Esquire, deceased, by a Disposition and Deed of Tailie, dated the Sixth Day of *January* One thousand eight hundred and seventeen, and recorded in the Register of Tailies the Third Day of *February* One thousand eight hundred and thirty-five, and registered in the Books of Council and Session the Twenty-third Day of *March* One thousand eight hundred and thirty-five, gave, granted, and disposed, and granted Procuratory for resigning, to himself in Life Rent, and to *Francis Balfour* his only Son, and the Heirs Male of his Body, in Fee; whom failing, to any other Son or Sons to be procreated of his Body successively in order according to their Seniority, and the Heirs Male respectively to be procreated of their Bodies successively; whom failing, to the Heirs whatsoever

Entail made by Francis Balfour, Esq. deceased.

[Private.]

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of

of the Body of the said *Francis Balfour* his Son ; whom failing, to the Heirs whatsoever of the Bodies of any other Son or Sons to be procreated of the Body of him the said deceased *Francis Balfour*, successively in Order according to their respective Seniorities ; whom failing, to *Katherine Menzies*, eldest Daughter procreated of the Marriage between Sir *Neill Menzies* of *Menzies*, Baronet, designed in the said Disposition of *Taillie Neill Menzies* Esquire, younger, of *Menzies*, and the deceased Mistress *Emilia Balfour* his Wife, only Daughter of the said deceased *Francis Balfour*, and the Heirs whatsoever of the Body of the said *Katherine Menzies* ; whom failing, to *Emilia Menzies*, youngest Daughter procreated of the said Marriage between the said Sir *Neill Menzies* and the said Mistress *Emilia Balfour*, and the Heirs whatsoever of the Body of the said *Emilia Menzies*, Grand-daughter of the said deceased *Francis Balfour* ; whom failing, to any Daughter or Daughters to be thereafter procreated of the Body of the said deceased *Francis Balfour*, and the Heirs whatsoever respectively to be procreated of their Bodies successively ; whom failing, to *William Lindesay* Esquire, of *Feddinch*, and the Heirs whatsoever of his Body ; whom failing, to Captain *John Lindesay*, Brother German of the said *William Lindesay*, and the Heirs whatsoever of his Body ; whom failing, to *James Moncrieff Melville*, only Son procreated of the Marriage between the now deceased *Janet Lindesay*, Niece of the said deceased *Francis Balfour*, Daughter of the deceased *William Lindesay* of *Feddinch*, and Doctor *Melville* of *Saint Andrew's*, her Husband, and the Heirs whatsoever of the Body of the said *James Moncrieff Melville* ; whom failing, to *Margaret Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of *David Glass*, of *Smiddy Green*, Esquire, and the Heirs whatsoever of her Body ; whom failing, to *Barbara Francis Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of *William Keir* Esquire, and the Heirs whatsoever of her Body ; whom failing, to *Elizabeth Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of Lieutenant Colonel *George Bell* of *Bellfield*, and the Heirs whatsoever of her Body ; whom failing, to *Charlotte Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of *Patrick Lindesay* Esquire, Wine Merchant in *Leith*, and the Heirs whatsoever of her Body ; whom failing, to *Moncrieffe Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of *George Paterson* Esquire, of *Cunochie*, and the Heirs whatsoever of her Body ; whom failing, to *Boswall Lindesay*, also Niece of the said deceased *Francis Balfour*, another of the Daughters of the said deceased *William Lindesay*, and Wife of *William Lindesay* Esquire, Wine Merchant in *Leith*, and the Heirs whatsoever of her Body ; whom failing, to *Arthur Balfour* Esquire, of *Portland Place, London*, and the Heirs whatsoever of his Body ; whom failing, to *John Balfour Craufurd* Esquire, his Brother, and the Heirs whatsoever of his Body ; whom failing, to General *Nisbet Balfour*, Colonel of the Thirty-ninth Regiment of Foot, Son of the deceased *Henry Balfour* of *Denboig*, and the Heirs whatsoever of

of the Body of the said General *Nisbet Balfour*; whom failing, to *Walter Balfour* Esquire, some Time of *Madras*, Brother German of the said General *Nisbet Balfour*, and the Heirs whatsoever of the Body of the said *Walter Balfour*; whom failing, to any other Person or Persons to be named by the said deceased *Francis Balfour* in any Nomination or other Writing to be executed by him at any Time of his Life; and failing of such Nomination or other Writing, and of the Person or Persons to be therein named, then to the nearest Heirs whatsoever of the said deceased *Francis Balfour* and their Assignees, the eldest Heir Female and the Descendants of her Body, always excluding Heirs Portioners, and succeeding still without Division throughout the whole foresaid Course of Succession of Heirs whatsoever as well as of Heirs of Provision, all and sundry the Lands, Baronies, Mills, Teinds, and other Heritages after mentioned; *videlicet*, all and whole the Lands and Barony of *Wester Fairnie* and Mains of the same, with the Mill of *Fairnie*, Mill Lands, Multures, and Sequels thereof, with Outsets, Insets, and whole Pertinents of the same, together with the Manor Place, Houses, Buildings, Yards, Orchards, Dovecots, Annexis, Connexis, and Dependencies, and together with the Lands and Forest of *Hillface*, lying on the North Side of the Hills of *Fairnie*, and whole Pendicles thereof, lying within the Sheriffdom of *Fife*; and all and whole the Marsh or Myre of *Fairnie*, and Sward of the same, lying between the Bridge called *Scott's Wife's Bridge* on the East, the Lands of *Wester Fairnie* on the West, the Lands of *Wester* and *Easter Fairnie* on the North, and the Lands of *Carselogie* and *Over Rankeillor* on the South Parts of the same, lying within the Lordship and Sheriffdom of *Fife*; as also all and whole the Lands and Barony of *Cullairnie*, comprehending all and whole the Lands of *Cullairnie*, with the Fortalice and Messuage thereof, and with Tenants, Tenantries, and Services of Free Tenants, Mills, Mill Lands, and whole Parts, Pendicles, and Pertinents of the same, lying within the Parish of *Denboig* and Sheriffdom of *Fife*, and of old united and annexed together with the Lands of *Kinsleave*, *Glassy*, *Friarlands* of *Lindiffron*, and certain Parts of *Kinninmond*, formerly sold into a Free Barony, called the *Barony of Cullairnie*; and also all and whole the Right, Privilege, and Jurisdiction of the Office of Heritable Baillie of the Bailliary and Regality of *Lindores*, with the whole Privileges, Immunities, Fees, and Casualties thereto belonging, so far as agreeable to Law, and which Office of Bailliary, with certain Parts of the Lands of *Kelmaron*, *Pitlug*, and *Kinninmond*, also formerly sold, were united and annexed to the said Barony of *Cullairnie* conform to a Charter of *Novodamus* under the Great Seal in favour of the deceased *John Barclay* of *Cullairnie*, dated at *Windsor Castle* the First Day of *October* One thousand seven hundred and four, and which Lands and Barony of *Cullairnie*, besides the foresaid Office of Bailliary of *Lindores*, contain and comprehend the Lands and Farms after mentioned, lying within the Parish of *Denboig*, and possessed in the Year One thousand seven hundred and ninety by the Tenants after named; *videlicet*, the Mains of *Cullairnie* possessed by the Heirs of *James* and *James Sharp*; the Farm of *Wester Cullairnie* and others possessed by *Thomas Leckie*; the Farm of *Backside* of *Cullairnie* possessed by *Thomas* and *William Ramsay*; and the Lands or Farm called the *Mill of Cullairnie* possessed by *Henry Stewart*;

with

with the Mansion House of *Cullairnie* possessed by *Henry Stewart Barclay*, some Time of *Cullairnie*; and also all and whole the just and equal Half of the Lands and Barony of *Kinnaird*, with the Manor Place, Tofts, Crofts, Dovecots, Yards, Parts, Pendicles, and whole Pertinents of the same, together with the Teinds, Parsonage and Vicarage of the said Lands, and together also with the dry Multures and Sequels of the same, lying within the Parish of *Abdie* and Sheriffdom of *Fife*, but excepting that enclosed Pendicle of Land within the Enclosure commonly called the *Hill Park of Kinnaird* which some Time belonged to *James Mackgill* of *Rankeillour*, and which just and equal Half of the Lands and Barony of *Kinnaird*, as allocated to Captain *David Lindesay* of *Kirkforthar*, by the Contract of Division and Agreement entered into between him and *John Stevenson*, Writer in *Cupar*, dated the Fourth Day of *January* One thousand seven hundred and ninety, and registered in the Commissary Court Books of *Edinburgh* as a probative Writ the Eleventh Day of *March* thereafter, and as disposed by the said Captain *David Lindesay* to him the said deceased *Francis Balfour*, comprehends the Lands of *Bogtown*, then possessed by *Peter Arnot*, and the Lands of *Blinkbonny*, then possessed by *James Walker*, and Part of the Mains of *Kinnaird*, all lying to the Eastward of a Line of Peats Cast and Stones partly laid at the Sight of the said *John Stevenson* and Captain *David Lindesay*, and leading from the Highway till it meet the Stone Dike on the Top of the Hill, with the whole growing Wood within the said Line of March; as also all and whole the Lands of *Ladiffron*, with the Mill thereof, Mill Lands, Multures, and Sequels of the same, Manor Place, Houses, Buildings, Yards, Orchards, Dovecots, Parts, Pendicles, and whole Privileges and Pertinents of the same, lying within the Parish of *Monymail* and Sheriffdom of *Fife*, together with the Teinds, Parsonage and Vicarage, of the foresaid Lands; and also all and whole the Lands of *Freeland* alias *Friarland* of *Ladiffron*, and the Temple Lands thereof, with the Houses, Buildings, Tofts, Crofts, Malt Kiln, Coble, Parts, and Pertinents of the same, which were Parts of the foresaid Lands and Barony of *Cullairnie*, lying within the said Parish of *Monymail* and Sheriffdom of *Fife*, but excepting always from the Lands disposed by the said Disposition and Deed of Tailie the Temple Lands of *Ladiffron*, with Houses, Buildings, Yards, and Pertinents thereof, as the same were possessed by *Robert Inglis* and *James Ferrie*, together with the Liberty of winning and casting Fuel, Feal, and Divot upon the Commonly belonging to the said Lands of *Ladiffron*, feued by Mistress *Anthonia Barclay*, Spouse to Mr. *Henry Barclay* of *Cullairnie*, to *David Miller*, Smith in *Ladiffron*, and *Barbara Arthur* his Spouse, in conjunct Fee and Life Rent, and *James Miller*, Son of the said *David Miller*, in Fee; and also all other Lands and Heritages then belonging or which should thereafter belong to or be acquired by him the said deceased *Francis Balfour* within *Scotland*, together with all Right, Title, and Interest, as well petitory and possessory, which he, or his Predecessors or Authors, had or could pretend to the Lands, Baronies, Mills, Teinds, and other Heritages thereby disposed, with the Pertinents thereof, but always with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, Powers, Faculties, and Reservations, in the said Deed of Entail contained, and usual

usual in the Settlements of Land in strict Entail by the Law of *Scotland*: And whereas the said *Francis Balfour* having died, he was succeeded by the said *Francis Balfour* his only Son, who executed a Disposition and Assignation, dated the Sixteenth Day of *December* One thousand eight hundred and twenty-two, and recorded in the Register of *Taillies* the said Third Day of *February* One thousand eight hundred and thirty-five, and registered in the Books of Council and Session the said Twenty-third Day of *March* One thousand eight hundred and thirty-five, whereby, on the Narrative of the foresaid Disposition and Deed of *Taillie*, and that the said deceased *Francis Balfour* having acquired the Lands called the *Glebe Meadow* and *Hillocks*, and *Temple Lands* of *Ladiffron*, herein-after described, subsequent to the Date of the said Disposition and Deed of *Taillie*, conform to the Dispositions thereof in his Favour specified in the said Disposition and Assignation, he the said *Francis Balfour* was bound, in Terms of the foresaid Disposition and Deed of *Taillie*, as nearest and lawful Heir of the said deceased *Francis Balfour*, to make up Titles thereto, and to convey the same to himself and his other Heirs of *Taillie*, under the various Conditions of the said Entail, and that, being desirous to implement and fulfil the foresaid Obligation incumbent on him as aforesaid, he had obtained himself served and retoured nearest and lawful Heir in General to his said deceased Father, conform to the Retour of his General Service expedite before the Sheriff Depute of *Edinburgh* on the Eleventh Day of *December* One thousand eight hundred and twenty-two, and retoured to Chancery, whereby he had carried Right to the unexecuted Procuratories contained in the said Dispositions of the said Lands called the *Glebe Meadow*, *Hillocks*, and *Temple Lands* of *Ladiffron*, herein-after described, and that he had resolved to execute the said Disposition and Assignation in implement of the foresaid Disposition of *Taillie*, he did therefore give, grant, assign, and dispoise to himself and the Heirs Male of his Body, whom failing, to the other Heirs of *Taillie* substituted to him in the foresaid Disposition and Deed of *Taillie*, all and whole these Parts and Portions of the Lands of *Ladiffron*, or *Freeland* or *Friarland* of *Ladiffron*, called the *Glebe Meadow* and *Hillocks* of *Ladiffron*, with the whole Houses, Biggings, Yards, Parts, Pendicles, and Pertinents, and Teinds, Parsonage and Vicarage, of the same, all lying within the Parish of *Monymail* and Sheriffdom of *Fife*, as also all and whole these Parts and Portions of the said Lands of *Ladiffron* called the *Temple Lands* of *Ladiffron*, with Houses, Buildings, Yards, and Pertinents thereof, as the same were possessed by *Robert Inglis* and *James Ferrie*, together with the Liberty of winning and casting Fuel, Feal, and Divot upon the Commonly belonging to the said Lands of *Ladiffron*, feued by *Mistress Anthonia Barclay*, Spouse to *Master Henry Barclay* of *Cullairnie*, to *David Miller*, Smith in *Ladiffron*, and *Barbara Arthur* his Spouse, in conjunct Fee and Life Rent, and *James Miller*, Son of the said *David Miller*, in Fee, all lying within the said Parish of *Monymail* and Sheriffdom of *Fife*, together with all Right, Title, and Interest, Claim of Right, Property, and Possession, which he the said *Francis Balfour* or his Ancestors, or their Authors, had or could anywise claim or pretend thereto, but always with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses

Disposition and Assignation by *Francis Balfour*, Esq. Son of the Entailer, and entailing additional Lands.

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irritant and resolute, Declarations, Powers, Faculties, and Reservations therein written, being the same as those contained in the before-recited Disposition and Deed of Taillie: And whereas the said *Francis Balfour* has completed Titles in his Person to the whole Lands and Estates contained in the foresaid Disposition and Deed of Taillie, and Disposition and Assignment, and stands infest and seised therein in virtue of the following Titles; *videlicet*, Charter of Resignation under the Union Seal of *Scotland*, dated the Twentieth Day of *December* One thousand eight hundred and twenty-two, and written to the Seal and registered and sealed the Fourth Day of *August* One-thousand eight hundred and twenty-three, in favour of the said *Francis Balfour* and the Heirs Male of his Body, whom failing, to the other Heirs of Taillie specified in the Disposition and Deed of Taillie, and Disposition and Assignment before recited, of the whole Lands, Baronies, Mills, Teinds, and other Heritages therein contained, except the foresaid Lands of *Ladiffron*, *Freeland* or *Friarland* of *Ladiffron*, and *Temple Lands* thereof, with the Teinds and Pertinents, proceeding on the Procuratory of Resignation contained in the said Disposition and Deed of Taillie, and on the other Procuratories of Resignation recited in the said Disposition and Assignment, and thereby assigned, Instrument of Sasine following on the said Charter, in favour of the said *Francis Balfour*, dated the Ninth and recorded in the General Register of Sasines, *et cætera*, at *Edinburgh*, the Thirteenth Days of *August* One thousand eight hundred and twenty-three, and Instrument of Sasine in favour of the said *Francis Balfour* in the said Lands of *Ladiffron*, *Freeland* or *Friarland* of *Ladiffron*, and *Temple Lands* thereof, with the Teinds and Pertinents, proceeding on the Precept of Sasine contained in the said Disposition and Deed of Taillie, and dated the Twenty-seventh and recorded in the General Register of Sasines at *Edinburgh* the Twenty-eighth Days of *January* One thousand eight hundred and thirty-five: And whereas the said entailed Lands and Estates may eventually become chargeable with an Annuity of Seven hundred Pounds Sterling to Mrs. *Margaret Georgina Balfour*, the Wife of the said *Francis Balfour*, in the event of her surviving the said *Francis Balfour*: And whereas the said *Francis Balfour* has contracted and is owing Debts to a large Amount, as set forth in the Schedule marked (A.) hereunto annexed, which affect or may be made to affect the said entailed Lands and Estates, inasmuch as the said recited Disposition and Deed of Taillie, and Disposition and Assignment, were not registered in the Register of Taillies in Terms of the Act passed by the Parliament of *Scotland* in the Year One thousand six hundred and eighty-five, intituled *Act concerning Tailzies*, until the said Third Day of *February* One thousand eight hundred and thirty-five, previously to which Date the said Debts were contracted; and the said entailed Lands and Estates are liable and are likely to be adjudged and evicted by the Creditors of the said *Francis Balfour*, who has no Means available for Payment of what is and may become due to them, with the Accumulations, Penalties, and Expences allowed by Law in the like Cases, to the great Hurt and Prejudice of the said *Francis Balfour* and all the other Heirs of Entail: And whereas it would be expedient, and for the Advantage of the

the said *Francis Balfour* and the other Heirs of Entail aforesaid, that as much of the said taillied Lands and Estate should be sold as would pay off and discharge the Debts affecting or that may be made to affect the same; but the said *Francis Balfour* is barred, as the succeeding Heirs of Entail will also be, by the said recited Disposition and Deed of Taillie, and Disposition and Assignation, from selling or alienating the said entailed Lands and Estates, or any Part thereof, to discharge the said Debts; and the said *Francis Balfour* and the said Heirs of Entail are without Remedy but by the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act the said Lands and Baronies of *Wester Fairnie* and others, comprised in the said recited Disposition and Deed of Taillie, and Disposition and Assignation, and set forth in the Schedule marked (B.) hereunto annexed, shall be vested in, and the same are hereby and from henceforth settled upon and vested in, Sir *Neil Menzies* of *Menzies*, Baronet, *James Moncrieff Melville* Esquire, Writer to Her Majesty's Signet, and *John Dundas* Esquire, Clerk to Her Majesty's Signet, and the Survivors and Survivor of them, and the Heirs of such Survivor, for ever, in Fee Simple, freed and discharged of and from all and every the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolute which in and by the said recited Disposition and Deed of Taillie, and Disposition and Assignation, or the Rights and Infeftments in the Person of the said *Francis Balfour*, are limited, created, and expressed, declared and contained of and concerning the same, but to the Extent, nevertheless, and upon Trust to and for the Intents and Purposes herein-after mentioned, expressed, and declared; that is to say, upon Trust that they the said Trustees, and the Survivors or Survivor of them, or the Heirs of such Survivor, do and shall with all convenient Dispatch after due Intimation to the Heir of Entail in Possession make sale and absolutely dispose of the said entailed Lands of *Wester Fairnie* and others, described in the Disposition and Deed of Taillie, and Disposition and Assignation, before recited, and in the Schedule (B.) hereunto annexed, or as much and such Parts thereof as may be sold with the least Detriment to the Remainder, and as may be necessary to satisfy and pay the said Debts contained in the Schedule (A.) hereunto annexed, with the Interest due or to become due thereon, and also such further Sum as will be sufficient to defray the necessary Charges of obtaining this Act, and of the Proceedings to be had in the Execution thereof, and that either together or in Parcels, by public Auction and Sale or by private Bargain, with the Approbation of the Court of Session in either of its Divisions, which the said Trustees are hereby required to obtain, to any Person or Persons who may be willing to become the Purchaser or Purchasers thereof, Notice being given of such intended Sale in the *Edinburgh Gazette*, and in Three of the Newspapers published in *Edinburgh*, once a Week at least during Three Months previous to such Sale, and that for the most Money and best

Entailed Estates vested in Trustees for Sale.

Price obtained to be applied in Payment of Debts.

Price

Price that can be obtained for the same; and upon Payment into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company of Scotland*, or Commercial Bank of *Scotland*, or the National Bank of *Scotland*, in Manner and for the Uses herein-after mentioned, of the Purchase Money for which the aforesaid Lands and others described in the said Schedule (B.), or any Part or Parts thereof, shall be sold, that the said Trustees, with the Approbation of the said Court, do and shall dispoise and convey the same absolutely, or such Part or Parts thereof for which the Purchase Money shall be so paid, unto or to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs or Assignees, or unto such other Person or Persons, and to such Uses, Intents, and Purposes as he, she, or they shall direct and appoint: Provided always, that, until the respective Terms at which the Purchaser or Purchasers shall enter to the said Lands; the said *Francis Balfour*, or the Heir of Entail entitled for the Time to the Possession of the said Lands and others, or any Person or Persons duly authorized by them, shall have full Power to levy the Rents thereof.

Purchase Money to be paid into Bank.

II. And be it enacted, That the Money arising by such Sale or Sales as aforesaid shall be paid by such Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company of Scotland*, or Commercial Bank of *Scotland*, or the National Bank of *Scotland*, under the Direction and by the Authority of the said Court of Session in either of the Divisions thereof, and in the Names of the said Sir *Neil Menzies*, *James Moncrieff Melville*, and *John Dundas*, and the Survivors or Survivor of them, or the Heirs of such Survivor, Trustees as aforesaid, to carry the highest Rate of Interest that can be obtained for the same, and the Interest arising from the Money so paid in shall be laid out in the Names of the said Trustees, and shall annually accumulate and be added to the Principal Sum itself, to carry Interest together, until the whole shall be applied in the Manner and for the Purposes herein-after mentioned.

Receipt of Bank to be a sufficient Discharge to Purchasers.

III. And be it enacted, That the Receipts or Receipt of the Treasurer of the said Bank of *Scotland*, or Cashier of the Royal Bank of *Scotland*, or Manager of the *British Linen Company of Scotland*, or Manager of the Commercial Bank of *Scotland*, or Manager of the National Bank of *Scotland*, under their respective Hands, of and for the Payment into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company of Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland* respectively, of the Sum or Sums of Money herein-before directed to be so paid, shall be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers of the Lands of *Wester Fairnie* and others hereby directed to be sold as aforesaid, or any Part or Parts thereof, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money for which the said Receipt or Receipts shall be given, and thenceforth such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be and is and are hereby absolutely acquitted, exonerated, and discharged of and from the

the same, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or be accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part of the same.

IV. And be it enacted, That the said Court of Session in either of the Divisions thereof do and shall, upon summary Application of the said Trustees herein named, and the Survivors or Survivor of them, or the Heirs of such Survivor, order and direct the said Treasurer of the Bank of *Scotland*, or Cashier of the Royal Bank of *Scotland*, or Manager of the said Bank of the *British Linen Company of Scotland*, or Manager of the Commercial Bank of *Scotland*, or Manager of the National Bank of *Scotland*, respectively, as the Case may be, in the first place, out of the Monies so paid to them or any of them respectively as aforesaid, to pay all the Costs, Charges, and Expences which have been or shall be incurred in and about applying for, obtaining, and passing this Act; and the said Court in either of its Divisions as aforesaid shall and may further order and direct the said Treasurer, Cashier, and Manager of the said Banks, or any of them respectively, as the Case may be, to pay all the Costs and Charges which shall be incurred in making the Sales hereby authorized to be made, and in all Proceedings and Management in order or relative thereto, in making and completing the Purchases, and the Conveyances or Reconveyances, Deed of Entail or other Deeds, herein directed and authorized or required to be made, and in the Execution of all and every the Trusts and Purposes of this Act.

Monies to be paid out of Bank by Order of the Court of Session.

V. And be it enacted, That the said Trustees hereby appointed, and the Survivors or Survivor of them, and the Heirs of such Survivor, may and shall, with and under the Authority and Direction of the said Court, in either of its Divisions aforesaid, as Occasion may arise, after Intimation shall have been made to the said *Francis Balfour*, or the Heir of Entail entitled to Possession for the Time being of the said Lands and Estates of *Wester Fairnie* and others, apply the Money so paid into the said Banks above mentioned, or any of them respectively, after defraying or providing for the whole of the necessary Charges to be incurred in obtaining and carrying the Purposes of this Act into effect as aforesaid, in Payment and Extinction of the said Debts contained in the Schedule (A.) hereunto annexed, and such other Debts as affect or may be made to affect the said Lands and Estates of *Wester Fairnie* and others.

Trustees shall apply Monies drawn from Bank in Payment of Debts contained in Schedule (A.)

VI. And be it enacted, That the Creditors in the said Debts contained in the said Schedule (A.) hereunto annexed, and the Creditors in any other Debts which affect or may be made to affect the said Lands and Estates, shall, upon Payment by the said Trustees of the Debt due to any such Creditors or any Part thereof, be bound not only to discharge such Debt to the Extent of the Sum or Sums to be paid by the said Trustees, as far as such Debt did or might affect any Part of the said Lands and Estates contained in the said Schedule (B.) hereunto annexed, or the said *Francis Balfour*, or any of the said Heirs of Entail, but, if required, to convey such Debt, and the Security held for the same, to the Extent of the Sum or Sums so to

Creditors on receiving Payment to grant Discharges.

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be paid, as far as such Debt and Security affects or may be made to affect the Lands which may have been sold in virtue hereof, in favour of the Purchaser or several Purchasers, his, her, or their Heirs and Assignees, to the end that such Dispositions and Conveyances may be used by such Purchaser or Purchasers, his, her, or their Heirs and Assignees, as additional and corroborative Titles to the Lands purchased, but for no other Purpose whatsoever.

Parts of
Lands not
sold to con-
tinue settled
as before.

VII. And be it enacted, That such Part or Parts of the said entailed Lands and Estates as shall not be sold under Authority of this Act shall belong to and continue settled upon the same Series of Heirs, and with and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, Powers, Faculties, and Reservations, as are contained in the Disposition and Deed of Tailie and Disposition and Assignation before recited, so far as then existing undetermined and capable of taking effect.

Surplus, if
any remain
after Pay-
ment of
Debts,
invested in
Land to be
entailed.

VIII. And be it enacted, That in case any Surplus shall remain of the Price or Prices of the said entailed Estates or any Part or Parts thereof that shall have been sold under the Authority of this Act, and Interest thereof, after paying the Expences of passing this Act, and all the necessary Expences which may be incurred in carrying the same into execution, and after Payment of the Debts and Obligations of the said *Francis Balfour* contained in Schedule (A.) hereunto annexed, and such other Debts and Obligations of the said *Francis Balfour* as may affect or be made to affect the said Lands and Estates of *Wester Fairnie* and others, the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, may and shall, after Intimation to the said *Francis Balfour*, or the Heir of Entail entitled to Possession for the Time of the said entailed Estates of *Wester Fairnie* and others, and under Authority of the Judges of the said Court of Session in either Division thereof, lay out and employ such Surplus in the Purchase of other Lands, as contiguous to the remaining Portion of the said entailed Estates as may be, at such fair and just Price as ought to be given for the same, after the Price so to be given shall have been approved of by the Court of Session in One of its Divisions to which Application shall be made for its Approbation, and shall, with the Approbation of the said Court, dispoise and convey the Lands or Heritages so to be purchased by them to the same Series of Heirs of Entail, and under the same Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolute, Declarations, Powers, Faculties, and Reservations, as in and by the said Disposition and Deed of Tailie and Disposition and Assignation herein-before recited are declared and expressed of and concerning the said Lands and Estates of *Wester Fairnie* and others, comprised in the said recited Deeds, as shall then be existing undetermined and capable of taking effect, and the Dispositions and Conveyances thereof, to be executed by them for that Purpose, shall be so framed as to bind the Institute as well as all and every other Person or Persons succeeding as Heirs of Entail; and the said Trustees, and the Survivors and Survivor of them, and the Heirs of such Survivor, shall, immediately after the Execution of such
Conveyances

Conveyances or Dispositions, cause the same to be recorded in the Register of Entails, for the Benefit of all and every Person and Persons interested therein, and Infestment to be taken thereon, and duly recorded in the Register of Seisines; providing and declaring, that in case Lands lying contiguous to the said entailed Estate shall belong to any of the Heirs of Entail aforesaid themselves, or shall be held in Property by any other Person or Persons, directly or indirectly, for Behoof of such Heirs of Entail, or shall belong to Relations or to conjunct and confident Persons of the Heirs of Entail aforesaid, in such Case the said Trustees, or the Survivors or Survivor of them, and the Heirs of such Survivor, may purchase such contiguous Lands, to be conjoined with the said entailed Estate, by Authority of this Act, but that only at such Price or Prices as the said Court in either of its Divisions, upon Application to them for that Effect, shall find to be adequate, the said Court being hereby empowered to take into consideration the Locality and every Circumstance of the Case which they shall think proper, to enable them to ascertain the relative Value of the Purchase to the entailed Estate; and in the meantime, and until the Money shall be so applied, the said Court shall order and direct that the same shall remain in the Bank of Scotland, or Royal Bank of Scotland, or Bank of the British Linen Company of Scotland, or Commercial Bank of Scotland, or National Bank of Scotland; subject to the Direction of the said Court in either of the Divisions thereof, in the Names of the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, and shall annually accumulate, and the Interest be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Land shall be found, to be limited in the Manner herein-before directed, and until, upon a Petition to be preferred to the said Court in either of the Divisions thereof in a summary Way, by the said Trustees, and the Survivors or Survivor of them, and the Heirs of such Survivor, with the Concurrence of the said *Francis Balfour*, or the Heir of Entail in Possession of the said Estates for the Time being, the Money shall be ordered to be paid by the Treasurer of the Bank of Scotland, or the Cashier of the Royal Bank of Scotland, or the Manager of the Bank of the British Linen Company of Scotland, or the Manager of the Commercial Bank of Scotland, or the Manager of the National Bank of Scotland, for completing the said Purchase, in such Manner as the said Court shall direct.

IX. And be it enacted, That in order to enable the said *Francis Balfour*, or the Heir of Entail for the Time being in Possession as aforesaid, to make Arrangements with any Creditor or Creditors in any of the Debts affecting the said entailed Estates, and contained in the said Schedule (A.) hereunto annexed, or in any other Debts which affect or may be made to affect the said Lands and Estates, with a view to the Postponement of the Payment of such Debt or Debts until a Sale or Sales of such Parts of the said entailed Estates as may be deemed most expedient to be sold can be advantageously effected, it shall be lawful to and for the said *Francis Balfour*, and after the Death of the said *Francis Balfour* then to and for any other Heir of Entail for the Time being entitled to and in Possession of the said entailed Estates, or the

Heir of Entail may in the meantime grant Heritable Bonds of Corroboration for Debts.

Tutors

Tutors or Curators of any such Heir of Entail who shall be under the Age of Twenty-one Years, or subject to any legal Incapacity, to grant Heritable Bonds of Corroboration in favour of such Creditor or Creditors, or in favour of any Person or Persons having Right by Assignation or otherwise to any of the said Debt or Debts for securing to such Creditor or Creditors, Person or Persons, the Amount of such Debt or Debts which shall then remain unpaid, and which Heritable Bonds of Corroboration shall be good, valid, and effectual to such Creditor or Creditors, or Assignee, or other Person or Persons in whose Favour the same shall be granted, and shall effectually bind such Part of the said entailed Estates as shall be included and comprised in such Bond or Bonds against all the Heirs of Entail entitled under or by virtue of the said recited Disposition and Deed of Tailie and Disposition and Assignation: Provided always, that no such Heritable Bond of Corroboration shall in any way prejudice or affect the Rights or Interests of any Creditor or Creditors to whom such Heritable Bond or Bonds shall not be given.

After Purposes of this Act are completed, Trustees may be discharged.

X. And be it enacted, That, after having so applied the said Monies, and carried the whole Purposes of this Act into effect, it shall be in the Power of the said Sir *Neil Menzies*, *James Moncrieff Melville*, and *John Dundas*, and the Survivors or Survivor of them, and the Heirs of such Survivor, to apply to the said Court of Session in either of the Divisions thereof for a Discharge and Exoneration of their Proceedings, and that by summary Petition; and the said Court is hereby required to order Production of the Accounts of the said Trustees, and after Consideration thereof, and if the same shall be found to be correct, to exonerate and discharge the said Trustees of their Intromissions, Actings, and Transactions, and to declare them quit and discharged thereof for ever.

Providing for Appointment of new Trustees.

XI. And be it enacted, That if the said Sir *Neil Menzies*, *James Moncrieff Melville*, and *John Dundas*, or any of them, shall die, or be desirous to be discharged from or shall become incapable to act in the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said Trusts, Powers, and Authorities shall have been fully performed and executed, then and in any of these Cases, and when and so often as the same shall happen, it shall and may be lawful for the said Court of Session in either of the Divisions thereof, upon the Application of the said Trustees or any of them, or their respective Heirs or Representatives, and in case of the Failure of the whole Trustees without substituting others in their Room, then, upon the Application of the Heir of Entail in Possession, or any of the Substitute Heirs of Entail, to appoint and elect any other fit Person or Persons to be a Trustee or Trustees, for the Purposes aforesaid, in the Place and Stead of them the said Trustees, or such of them, or of such Trustee or Trustees, so to be elected, as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from Time to Time as often as there shall be Occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid all and whole the said Lands and Estates of *Wester Fairnie* and others described in the said recited Disposition

Disposition and Deed of Tailie, and Disposition and Assignment, and in the said Schedule (B.) hereunto annexed, and hereby vested in the said Sir *Neil Menzies*, *James Moncrieff Melville*, and *John Dundas*, in Trust to be sold as aforesaid, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustee or Trustees, as the Case may require, and the Survivors or Survivor of them, and the Heirs and Assignees of such Survivor, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with, under, and subject to all the Powers and Authorities by this Act given and declared; and the Act and Decret of the said Court of Session appointing new Trustees, and vesting in them the said Lands and Estates of *Wester Fairnie* and others, as aforesaid, shall be registered in the Particular Register of Sasines for the County of *Fife*, or in the General Register of Sasines kept at *Edinburgh*.

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

Quorum of Trustees.

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

Trustees may appoint Factors, &c.

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

Trustees not to be liable for Omissions, &c.

XV. And be it further enacted, That nothing herein contained shall be held or construed to alter, innovate, change, or defeat the herein-before recited Disposition and Deed of Tailie, or Disposition and Assignment, or the Order of Succession thereby established, excepting

Entails and Order of Succession preserved entire.

[*Private.*]

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cepting

cepting in so far as necessary to carry the Purposes of this Act fully into effect; and the said *Francis Balfour*, or the Heir of Entail in Possession of the said entailed Lands for the Time, shall not incur any Irritancy or Forfeiture for or by reason of his or their or the said Trustees executing any Disposition, Bond of Corroboration, or other Deed whatever, directed or necessary to be executed under the Authority of this Act.

Saving
Clause.

XVI. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, and Creditors upon the said Estates, who may be unpaid, and their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *Francis Balfour*, and all and every the other Heirs of Entail entitled by virtue of the before-recited Disposition and Deed of Taillie and Disposition and Assignation to succeed to and take the Lands and others therein contained or thereby affected, but without prejudice to the Rights of any Heirs of Entail in the Character of Creditors,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Estates hereby allowed to be sold, or the Monies to accrue by the Sale thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

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

XVII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

LIST of DEBTS due by FRANCIS BALFOUR of Fairnie, Esquire.

Date of Loan.	Nature of Security.	Names of the Creditors.	To what Time Interest paid.	Principal.
4 June 1808.	Personal Bond by the late Francis Balfour, Esq., the Entailer, for 10,000 <i>l</i> .	Trustees of the late Colonel Allen of Inchmartine—Half of Sum in the Bond.	Mart. 1842.	£ 5,000 0 0
		Trustees of the Marriage Settlement of Patrick Small Keir, Esq., and Mrs. Amelia Menzies or Small Keir, his Wife, the other Half.	Do.	5,000 0 0
8 Sept. 1830.	Personal Bond by Francis Balfour, now of Fairnie.	Miss Anne Stirling.	Whit. 1842.	2,000 0 0
18 May 1833.	Do.	Trustees of General Archibald Ferguson of Dunfallandy.	Mart. 1842.	4,000 0 0
13 Oct. 1834.	Two Bills drawn upon and accepted by Do., and Diligence thereon.	George Dundas, Esq.	Whit. 1842.	2,000 0 0
1 April 1831.	Account between Do. and the late James Dundas, Esq.	Trustees of the late James Dundas, Esq.	Do.	1,500 0 0
				£ 19,500 0 0
		Jean Syme, Annuity of 20 <i>l</i> .	Candlemas 1843.	

William Wilson.

