



ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. 28.

An Act to enable Sir *John Ogilvy* Baronet, and the Heirs of Entail succeeding to him in the Estate of *Cairnie* and others, lying in the County of *Forfar*, to grant Feus of certain Parts thereof.

[28th July 1836.]

WHEREAS *Walter Ogilvy* (afterwards Sir *Walter Ogilvy* Baronet), eldest lawful Son of Sir *John Ogilvy* of *Inverquharity*, Baronet, by a Deed of Entail bearing Date the Seventeenth Day of *June* One thousand seven hundred and ninety-six, and registered in the Register of Tallies at *Edinburgh* the Sixteenth Day of *December* in the Year One thousand eight hundred and eight, and in the Books of Council and Session the Seventh Day of *June* One thousand eight hundred and nine, did settle and entail, to and in favour of himself the said *Walter Ogilvy* in Liferent, and the Heirs Male of his Body; whom failing, to the Heirs Female of his Body; whom failing, to the said Sir *John Ogilvy* his Father, in Liferent; whom failing, to *John Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *David Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *William Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *Alexander Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to

Deed of Entail by Sir *Walter Ogilvy*, 17th June 1796.

[Private.]

Thomas Ogilvy Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *Ramsay Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *Adam Ogilvy* Esquire, his Brother German, and the Heirs Male of his Body; whom failing, to *Polly Ogilvy*, his Sister German, and the Heirs Male of her Body; whom failing, to *Charlotte Ogilvy*, his Sister German, and the Heirs Male of her Body; whom failing, to such other Person or Persons as he should thereafter name or substitute to succeed to the Lands and Estate therein-after specified by any Writing under his Hand at any Time in his Life, and their Heirs, to be therein mentioned; and failing of such Nomination, or in default of the Persons and Heirs to be therein appointed, to his own nearest Heirs, and Assignees whomsoever; the eldest Heir Female and the Descendants of her Body, as often as the Succession devolves upon Females or their Descendants, excluding still all other Heirs Portioners, and succeeding always without Division, throughout the whole Course of Succession in all Time thereafter; among other Lands and Estates, all and whole his Lands and Estate then called *Tullidelph Hall*, containing and comprehending all and whole the Lands of *Baldovan*, with the Bank of *Baldovan*, Manor Place, Dovecote, Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents, with the Mill thereof, commonly called the Mill of *Baldovan*, Milnlands, Multures, Sucken, Sequels, and Knaveship, lying within the Parish of *Strathmartine* and Sheriffdom of *Forfar*, together with the Multures and whole Services due by the Brewers, Maltmakers, and the Inhabitants of the Hill of *Dundee* and others formerly astricted to the said Mill; as also all and whole the Lands of *Balmadown*, the Lands of *Kirton* of *Strathmartine*, the Lands of *Hillhouses*, and *Bridge End* of *Auchry*, with Houses, Biggings, Yards, Tofts, Crofts, Annexis, Connexis, Parts, Pendicles, and Pertinents of the said Lands, all lying within the Barony of *Rescobie*, Regality of *St. Andrews*, and Sheriffdom aforesaid; as also all and whole the Lands of *Pitempin*, the Half Lands of *Balmadown*, the Half Lands of *Hillhouses*, with the Waulkmill Lands of the same; as also all and whole these Acres of Land sometime possessed by *James Smith* in *Hillhouses*, as also all and whole these Acres of Land sometime possessed by *Robert Smith* in the West Town End of *Baldovan*, with Tofts, Crofts, Houses, Biggings, Parts, Pendicles, Privileges, and universal Pertinents of the same, lying within the Parish, Regality, and Sheriffdom foresaid, with the Teinds, Parsonage and Vicarage, of the whole aforesaid Lands, Houses, Biggings, Yards, Orchards, Woods, Fishings, Mosses, Muirs, Meadows, Grazings, Common-ties, Common Pasturage, and universal Pertinents of the same, as more particularly specified in the Rights and Infeftments of the said Lands and Heritages in favour of the late *Walter Tullidelph* Esquire, his Grandfather, who disposed the same to him in Fee; as also all and whole the Lands and others after mentioned acquired by him from *David Laird* Esquire, of *Strathmartine*, *videlicet*, all and whole that Muir and Arable Land, with the Houses and Gardens thereon, all lying to the Eastward of the Road leading from *Dundee* to the Flour Mills belonging to the Town of *Dundee*, bounded by the Lands belonging to *Mister Graham* of *Balmuir* on the East, the Lands of *Kirkton* on the South, *Dighty Water* on the North, and the said Road on the West Parts, as also that Part of the Muir lying betwixt the said Road and the High Road leading from
Dundee

Dundee to Strathmartine, bounded by the said Road leading from *Dundee* to *Strathmartine* on the West, the said Road leading from *Dundee* to the said Flour Mills on the East and South, the Lands of *Pitempin* on the North, but which are divided from the said Muir thereby disposed by a straight Line or March running from the said Road leading from *Dundee* to the said Flour Mills to the said Road leading from *Dundee* to *Strathmartine*, such March being in a straight Line, with Two large Stones fixed in the Ground, one whereof nigh the Road leading to *Baldovan*, and the other nigh the Road leading from *Dundee* to *Craigmills*, with the whole Parts, Pendicles, and Pertinents belonging to that Part of the said Lands of *Pitempin* and Portions of the said Muir therein-before disposed, all lying within the Parish of *Strathmartine* and Sheriffdom of *Forfar*, together with the Teinds of the said Lands, so far as he had Right to the same, and all Right, Title, Interest, as well petitory as possessory, which he had or could any Manner of Way pretend to the Parts and Portions of the said Lands of *Pitempin* and Portions of the said Muirs thereby disposed, with the Teinds and Pertinents, or any Part thereof, in all Time thereafter; and also all and whole the Lands and others after mentioned, purchased by him the said *Walter Ogilvy* deceased from the Heirs of the deceased Captain *John Read* of *Cairnie*, *videlicet*, all and whole the Lands of *Cairnie*, and Croft thereof called *Smiddy Hill*, lying near the same, and another Croft of the said Lands called *Lamblaw*, contigue and adjacent, as also the Lands called *Ward*, otherwise called the *Abbotts* or *Abbeyward*, on the West Part of the same, with all and singular Houses, Buildings, Yards, Orchards, Locks, Fishings, Dovecotes, Tofts, Crofts, Outsetts, Insetts, Parts, Pendicles, and Pertinents of the same whatsoever, as the same were possessed by *John Rennald* of *Cairnie*, sometime Proprietor thereof, and *John Greig* his Tenant, and their Cotters, with the special Privilege of Common Pasturage, and of digging, leading, and carrying away Fuel, Feal, Turfs, and Divots in the Muir of *Aberbrothock* called *Abbotsfirth*, and for Reparation of the Houses and Buildings built or to be built upon the said Land of *Cairnie*, conform to ancient Custom, all lying within the Lordship of *Aberbrothock* and Sheriffdom of *Forfar*, and all and singular the Teind Sheaves and Parsonage Teinds of the said Lands of *Cairnie*, with the whole Parts and Pertinents of the same, lying within the Parish of *Saint Vigeans* and Sheriffdom of *Forfar*; as also all and whole the Three Acres of Land and One Fall of the Lands of *Wardmill*, lying to the Westward of the new Water Tract, and that Piece of Ground lying above the *Wardmill Hill*, between the Lead and the old Watercourse, consisting of One Rood and Five Falls, as both were measured by *John Holden*, Land Measurer, as mentioned in the Feu Contract thereof entered into between the Magistrates and Town Council of *Aberbrothock* on the one Part, and the said deceased Captain *John Read* of *Cairnie* on the other Part, dated the Tenth and Eleventh Days of *January* One thousand seven hundred and sixty-six; but with and under the Reservations, Conditions, Provisions, Limitations, and Clauses irritant and resolute therein specified, forming a strict Entail according to the Law of *Scotland*: And whereas the Honourable *Claud Irvine Boswell* of *Balmuto*, one of the Senators of the College of Justice, and *John Stirling* of *Kippendavie*, Esquire, then the surviving Trustees nominated and appointed by *David Erskine*, Clerk to the Signet, conform to Disposition and Deed of Trust executed by him, dated the Twenty-first Day of *August* One thousand seven hundred and ninety, and Codicil thereto subjoined, dated the Thirtieth

Entail by the Trustees of *David Erskine*, dated *January* 1808.

Thirtieth Day of *September* One thousand seven hundred and ninety, and which Trust Disposition and Codicil are recorded in the Books of Council and Session the Seventh Day of *May* One thousand seven hundred and ninety-one, with the Advice and Consent of the said *Walter Ogilvy*, then Sir *Walter Ogilvy* Baronet, by a Disposition and Deed of Entail dated the Thirteenth, Fourteenth, Fifteenth, and Twenty-second Days of *January* in the Year One thousand eight hundred and eight, and registered in the Books of Council and Session the Thirtieth Day of *March* in the said Year, and in the Register of Tallies the Twenty-ninth Day of *June* in the said Year, did settle and entail to and in favour of the said *Walter Ogilvy*, then Sir *Walter Ogilvy*, in Liferent, and the Heirs Male of his Body; whom failing, to and in favour of the Heirs Female of his Body; whom failing, to *John Ogilvy*, above named, Brother German of the said Sir *Walter Ogilvy*, and the Heirs Male of the Body of the said Sir *John Ogilvy*; whom failing, to and in favour of *William Ogilvy*, above named, also Brother German of the said *Walter Ogilvy*, and the Heirs Male of the Body of the said *William Ogilvy*; whom failing, to and in favour of *Alexander Ogilvy*, above named, also Brother German of the said Sir *Walter Ogilvy*, and the Heirs Male of the Body of the said *Alexander Ogilvy*; whom failing, to and in favour of *Mary* or *Polly Ogilvy*, above named, Sister German of the said deceased Sir *Walter Ogilvy*, then Spouse of *John Smith* Esquire, then or formerly residing in the *Isle of Man*, and the Heirs Male of her Body; whom failing, to and in favour of *Charlotte Ogilvie*, above named, also Sister German of the said deceased Sir *Walter Ogilvy*, and the Heirs Male of her Body; whom failing, to such other Person or Persons as he the said Sir *Walter Ogilvy* should thereafter name or substitute to succeed to the Lands and others therein-after specified by any Writing under his Hand at any Time in his Life, and their Heirs, to be therein mentioned; and failing of such Nomination, or in default of the Persons and Heirs to be therein appointed, to and in favour of his the said Sir *Walter Ogilvy*'s own nearest Heirs and Assignees whomsoever; the eldest Heir Female, and the Descendants of her Body, as often as the Succession devolves upon Females or their Descendants, excluding still all other Heirs Portioners, and succeeding always without Division throughout the whole Course of Succession in all Time coming; all and whole the following Parts and Portions of the Lands of *Earl Strathdighty* lying to the West of the old Road leading from *Glamis* to *Dundee*, *videlicet*, the Lands of *Stockfield*, sometime possessed by *Gilbert Alexander*, and thereafter by *Robert Boyd*, his Assignee, the Lands of *West Muir*, then possessed by *Thomas* and *David Hill*, the Lands of *West Balgray*, then possessed by *James Boyd*, the *Fair Muir*, and Ten Houses with Yards thereon, all then or lately possessed by *Francis Ritchie*, *David Henderson*, *Thomas Smith*, *Andrew Cochrane*, *David Cochrane*, *Alexander Burns*, *Alexander Crawford*, *Peter Kid*, *John Middleton*, and *Alexander Cathro*, Tenants therein, and on which Muir the Two *Dundee Fairs* are held annually, all lying in the Parish of *Mains* and Sheriffdom of *Forfar*, together with the Teinds, Parsonage and Vicarage, thereof, as also a Part of the Area of the Church of *Mains*, as therein mentioned; but with and under the foresaid Burdens, Reservations, Conditions, Provisions, Limitations, Clauses irritant and resolute therein specified, forming a strict Entail according to the Law of *Scotland*: And whereas the said Sir *Walter Ogilvy* having departed this Life, he was succeeded by Sir *John Ogilvy* Baronet, his Brother German, now deceased, who thereafter executed a Deed of Entail dated

dated the Twenty-fifth Day of *October* One thousand eight hundred and ten, and registered in the Register of Tallies at *Edinburgh* the Twenty-fourth Day of *November* thereafter, and in the Books of Council and Session the Eighteenth Day of *October* One thousand eight hundred and eleven, and did thereby, upon a Recital of the Deed of Entail first above mentioned, and, amongst other Things, that subsequently to the Date of the said Deed of Entail first above mentioned the said Sir *Walter Ogilvy* did acquire the Superiority or *Dominium directum* of the above-mentioned Lands and Estate, then called *Tullidelph Hall*, comprehending the Lands of *Baldovan* and others, therein and herein particularly after described, and also the Superiority of the said Three Acres and One Fall of the Lands of *Wardmill* and Piece of Ground lying above the *Wardmill Hill*, the Property or *Dominium utile* of all which only had then belonged to him, and likewise a triangular Piece of Muir lying within the Liberties of the Burgh of *Arbroath* on the East Side of the Turnpike Road leading from *Arbroath* to *Forfar*, a triangular Piece of Ground lying at the Bridge of *Hercules Den*, and a Piece of Ground lying in the *Den of Cairnie*, all as more particularly therein and herein after described, which Superiority and Pieces of Ground had not been specially mentioned in the said first-mentioned Deed of Entail, but which first-mentioned Deed of Entail had imposed an Obligation on him the said Sir *John Ogilvy* to make up Titles as Heir of Line and Conquest of his said deceased Brother who died without Issue, and to execute an Entail of the whole Lands which did belong to the said Sir *Walter Ogilvy* at the Time of his Death, but which were not specially conveyed by him in the same Terms with the said first-mentioned Entail executed by himself and in favour of the same Series of Heirs, in so far as they had not then failed, he the said Sir *John Ogilvy* did settle and entail to and in favour of himself and the Heirs Male of his Body; whom failing, to the said *William Ogilvy*, his Brother German, and the Heirs Male of his Body; whom failing, to the said *Alexander Ogilvy*, also his Brother German, and the Heirs Male of his Body; whom failing, to the said *Polly* or *Mary Ogilvy*, his Sister German, then Spouse of *John Smith* Esquire, residing in the *Isle of Man*, and the Heirs Male of her Body; whom failing, to the said *Charlotte Ogilvy*, his Sister German, and the Heirs Male of her Body; whom failing, to the said Sir *Walter Ogilvy's* nearest Heirs and Assignees whomsoever, *inter alia*, all and whole the Lands and Estate then called *Tullidelph Hall*, containing and comprehending all and whole the Lands of *Baldovan*, with the Bank of *Baldovan*, Manor Place, Dovecote, Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents, with the Mill thereof commonly called the Mill of *Baldovan*, Milnlands, Multures, Sucken, Sequels, and Knaveship, lying in the Parish of *Strathmartine* and Sheriffdom of *Forfar*, together with the Multures and whole Services due by the Brewers, Maltmakers, and the Inhabitants of the Hill of *Dundee*, and others formerly astricted to the said Mill; as also all and whole the Lands of *Balmadown*, the Lands of *Kirkton* of *Strathmartine*, the Lands of *Hillhouses*, and *Bridge End* of *Auchry*, with the Houses, Biggings, Yards, Tofts, Crofts, Annexis, Connexis, Parts, Pendicles, and Pertinents of the said Lands, all lying in the Barony of *Rescobie*, Regality of *Saint Andrews*, and Sheriffdom aforesaid; as also all and whole the Lands of *Pitempin*, the Half of the Lands of *Balmadown*, the Half Lands of *Hillhouses*, with the Waulkmill and Lands of the same; as also all and whole these Acres of Land sometime possessed by *James Smith* in *Hillhouses*,

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as also all and whole these Acres of Land sometime possessed by *Robert Smith* in the West Town End of *Baldovan*, with Tofts, Crofts, Houses, Biggings, Parts, Pendicles, Privileges, and whole Pertinents of the same, lying within the Parish, Regality, and Sheriffdom aforesaid, with Houses, Biggings, Yards, Orchards, Woods, Fishings, Mosses, Muirs, Meadows, Grazings, Commonities, Common Pasturage, and universal Pertinents of the same (excepting nevertheless from the Lands above described the Lands of *Bridge End* of *Auchry*, sometime possessed by *John Baxter*, the Lands of *Pitempin*, as the same were possessed by *James Low*, Twelve Acres Fifteen Falls and Seven Tenth Parts of a Fall of the Outfield Lands of *Baldovan* adjoining to the same, sometime possessed by the said *James Low* and by *Alexander Brown* and *David Ramsay*, and the House and Yard at *Bridge End* of *Baldovan*, formerly possessed by *David Ramsay*, in the South Side of the Water of *Dighty*, as also excepting from the Lands above described the Lands of *Knowhead*, of *Kirton* of *Strathmartine*, formerly possessed by *Moncurr*, and a little Pendicle of the Lands of *Knowhead*, of old possessed by *David Volum*, the Lands of *Bridge End* of *Auchry*, then lately possessed by *John Baxter*, the Waulkmill of *Baldovan* and Lands pertaining thereto, lying on the West Side of the March which divides the Lands thereby disposed and the Lands sometime pertaining to *David Maxwell* of *Strathmartine*, and Houses, Biggings, Parts, Pendicles, and Pertinents thereof, all which Lands above excepted were sold by *David Wedderburn*, to whom the Lands and others above described formerly belonged, to the deceased *Hugh Maxwell* of *Strathmartine*, conform to a Disposition thereof dated the Sixth Day of *April* One thousand seven hundred and forty-three); moreover all and whole these Three Acres and One Fall of the Lands of *Wardmill* lying to the Westward of the new Water Tract, and that Piece of Ground lying above the *Wardmill Hill* between the Lead and the old Watercourse, consisting of One Rood and Five Falls, both as measured by *John Holden*, Land Surveyor; as also all and whole that triangular Piece of Muir lying within the Liberties of the Burgh of *Aberbrothwick* on the East Side of the Turnpike Road leading from *Aberbrothwick* to *Forfar*, measuring Four Acres Two Roods and Twenty-one Falls, conform to a Measurement thereof made by *James Wright*, Land Measurer in *Aberbrothwick*, bounded by the Turnpike Road on the South-west, the Road leading to the Church of *Saint Vigeans* on the North-west, the Lands of *Kirkton* on the East, and *James Kewan's* Lands on the South-east Parts; as also all and whole that other triangular Piece of Ground lying at the Bridge of *Hercules Den* on the East Side of the said *Forfar* Road, measuring Thirty-five Falls, conform to a Measurement thereof also made by the said *James Wright*, bounded with the Turnpike Road on the South-west, with the Middle or Centre of *Hercules Den Water* on the West, and with the Lands of *Little Cairnie* on the North-east Parts; and likewise all and whole that Piece of Ground lying in the *Den of Cairnie* adjoining to the Lands of *Cairnie*, and which has for some Time past been occupied and possessed by the Tenants of the said Lands of *Cairnie*, and which is now divided from the Property belonging to the Town of *Aberbrothwick* on the East Side thereof by Three March Stones, one Stone being placed at the North Extremity thereof, another at the South Extremity, and another Stone in the Centre; but with and under the Burdens, Reservations, Conditions, Provisions, Limitations, Clauses irritant and resolute therein specified, forming a strict Entail according to the Law of *Scotland*: And whereas the said Sir *John Ogilvy* made up his Title under the

the Three several Deeds of Entail before recited in the following Manner ; (that is to say,) in regard to the Lands above described, which in the Entails first and last recited are described as forming a Part of what was then called the Estate of *Tullidelph Hall*, comprehending the Lands of *Baldovan* and others, he obtained a Retour of his general Service as nearest lawful Heir of Taillie and Provision of the said Sir *Walter Ogilvy*, his immediate elder Brother, under the first-recited Deed of Entail made by his said Brother in the Year One thousand seven hundred and ninety-six, which Retour was expedite before the Bailies of the *Canongate*, and is dated on the Twentieth of *November* One thousand eight hundred and nine ; and thereafter, in virtue of the Precept of Sasine contained in the said first-recited Entail and of his said general Retour, he obtained Infestment, conform to an Instrument of Sasine dated the Sixth and recorded in the particular Register of Sasines for *Forfarshire* the Twenty-sixth Day of *September* One thousand eight hundred and ten ; and thereafter, in virtue of the Deed of Entail last recited, granted by himself in One thousand eight hundred and eleven, as above stated, upon a Narrative that the same was intended to convey, *inter alia*, the Superiority of these Lands, and which had accordingly conveyed the same, he obtained a Charter of Resignation and Confirmation thereof under the Union Seal, dated Fourth *February*, and written to the Seal, registered, and sealed Fourth *May* One thousand eight hundred and eleven, upon which Charter he was infest conform to Instrument of Sasine dated the Eighth and registered in the particular Register of Sasines for the Shire of *Forfar* on the Tenth of *August* One thousand eight hundred and eleven ; and thereafter, by a Charter of Confirmation granted by him in favour of himself and the said Heirs of Entail, dated on the Twenty-eighth of *September* One thousand eight hundred and eleven, he, *inter alia*, confirmed his own previous Investiture in the Property of the said Lands established by the first-recited Entail, and his Sasine thereon ; and he consolidated his Right of Property therein with his Right to the Superiority thereof by Resignation *ad remanentiam*, conform to Procuratory of Resignation *ad remanentiam* granted by himself on the Thirtieth of *September* One thousand eight hundred and eleven, and Instrument of Resignation *ad remanentiam* proceeding thereon, dated Thirtieth *September* and registered in the particular Register of Sasines for Forfeiture on the Second of *October* One thousand eight hundred and eleven ; and in regard to the foresaid Two Portions of *Pitempin*, purchased by the said Sir *Walter Ogilvy* from the said *David Laird*, the said Sir *John Ogilvy* made up his title under the first-recited Deed of Entail by obtaining the above-mentioned Charter of Resignation under the Union Seal, dated the Fourth of *February*, and written to the Seal, registered, and sealed on the Fourth of *May*, all in the Year One thousand eight hundred and eleven, which, in so far as relates to these Lands, proceeds on the Procuratory of the first-recited Entail as carried by the said Sir *John Ogilvy*'s general Retour above mentioned, dated the Twentieth Day of *November* One thousand eight hundred and nine, as Heir under that Entail, and by thereafter passing an Infestment on that Charter dated the Eighth and recorded the Tenth Days of *August*, both in the Year One thousand eight hundred and eleven ; and in regard to the foresaid Lands of *Cairnie*, with the said Three Acres and One Fall of the Lands of *Wardmill*, and Piece of Ground lying above the *Wardmill Hill*, and Piece of Ground lying in the *Den of Cairnie*, he obtained the above-mentioned Retour of his general Service as nearest lawful Heir of Taillie and Provision of the said Sir *Walter Ogilvy*, his immediate elder Brother, under the first-recited Taillie executed by his said Brother in the Year One thousand seven

seven hundred and ninety-six, which Retour is dated on the Twentieth of *November* One thousand eight hundred and nine, and thereafter obtained an Infestment in the said Three Acres and One Fall of *Wardmill*, and Piece of Ground above the *Wardmill Hill*, dated the Eighth and recorded in the particular Register of Sasines for *Forfarshire* on the Twenty-sixth of *September* One thousand eight hundred and ten, which Infestment proceeds on the Precept contained in a certain Contract of Feu therein referred to, as carried by the said first-recited Deed of Entail, and his general Retour as Heir under that Entail, and by the other Documents of previous Dates referred to in the said Infestment; and afterwards having executed in his own Favour the last-recited Deed of Entail made in the Year One thousand eight hundred and eleven, which proceeds partly on the Narrative of his Desire to entail the *Dominium directum* of the said Three Acres and One Fall of the Lands of *Wardmill*, and Piece of Ground lying above the *Wardmill Hill*, and the Property of the said Piece of Ground lying in the *Den of Cairnie* which had been omitted in the first-recited Entail, and which last-recited Entail accordingly conveyed the same, he obtained a Charter of Resignation and Confirmation under the Union Seal (already mentioned) dated Fourth *February*, and written to the Seal, registered, and sealed Fourth *May*, One thousand eight hundred and eleven, including the said Lands of *Cairnie*, with the said Three Acres and One Fall of the Lands of *Wardmill*, and Piece of Ground lying above the *Wardmill Hill*, and Piece of Ground lying in the *Den of Cairnie*, and which Charter, in reference to the Lands of *Cairnie*, proceeded on the Procuratory of Resignation contained in the first-recited Entail executed in the Year One thousand seven hundred and ninety-six, as carried by the said Sir *John Ogilvy's* Retour as Heir under that Entail, and in reference to the said Three Acres and One Fall of the Lands of *Wardmill*, and Piece of Ground above the *Wardmill Hill*, and Piece of Ground lying in the *Den of Cairnie*, upon the Procuratory of Resignation contained in the last-recited Deed of Entail executed by himself in the Year One thousand eight hundred and eleven, and in virtue of which Charter the said Sir *John Ogilvy* was infest in all these Lands conform to Instrument of Sasine dated Eighth and registered in the particular Register of Sasines for the Shire of *Forfar* the Tenth of *August* One thousand eight hundred and eleven; and afterwards, in order to consolidate his Right of Property and Superiority in the said Three Acres and One Fall of *Wardmill*, and Piece of Ground above *Wardmill Hill*, with the Right of Superiority thereof in his own Person, he executed a Procuratory of Resignation *ad remanentiam* thereof in his own Favour, dated the Thirtieth of *September* One thousand eight hundred and eleven, which was followed by an Instrument of Resignation *ad remanentiam*, dated on the Thirtieth of *September*, and registered in the particular Register of Sasines for the Shire of *Forfar* on the Second of *October*, One thousand eight hundred and eleven; and in regard to the whole Lands described in the second-recited Deed of Entail, being certain Portions of the Lands of *Earl Strathdighty*, he obtained a Retour of his general Service as nearest and lawful Heir of Tailie and Provision to the said Sir *Walter Ogilvy* his Brother, under the said second-recited Entail, which Retour is dated on the Twentieth of *November* One thousand eight hundred and nine, and thereafter was infest in the said Lands in virtue of the Precept of Sasine contained in the said Entail, as carried by his said general Retour, conform to Instrument of Sasine dated on the Fifth of *February* One thousand eight hundred and ten, and recorded in the particular Register of Sasines for the Shire of *Forfar* the same Day; and thereafter

thereafter he obtained a Charter of Confirmation from the Right Honourable *Archibald* Lord *Douglas* as immediate Superior of these Lands, confirming his said Investiture thereof, which Charter is dated on the Seventh of *November* One thousand eight hundred and seventeen; and lastly, in regard to the said triangular Piece of Muir lying within the Liberties of the Burgh of *Arbroath*, and the said triangular Piece of Ground lying at the Bridge of *Hercules Den*, he obtained Infestment *more burgi* in his Favour conform to Instrument of Sasine, or of Resignation and Sasine, dated the Seventh and recorded in the Burgh Register of *Aberbrothwick* on the Eighth Day of *November* in the Year One thousand eight hundred and eleven: And whereas the said Sir *John Ogilvy* having departed this Life, he was succeeded by Sir *William Ogilvy* Baronet, his Brother German, who was served and retoured and infest as nearest lawful Heir of Taillie and Provision to the said deceased Sir *John Ogilvy* in the said whole Lands of *Baldovan* and others described in the first and last recited Entails, as comprehended in what was then called the Estate of *Tullidelph Hall*, and also in the said Lands of *Cairnie*, *Smiddy Hill*, Three Acres and One Fall of *Wardmill*, Piece of Ground above the *Wardmill Hill*, and Piece of Ground lying in the *Den of Cairnie*, and others as therein mentioned, but under the whole Conditions of the Two Deeds of Entail first and last above recited, conform to his Special Retour as Heir foresaid dated the Tenth Day of *September* One thousand eight hundred and twenty-one, Precept from Chancery thereon, dated the Eleventh Day of *September* and Year foresaid, and Instrument of Sasine following thereon, dated the Fifteenth and recorded in the General Register of Sasines at *Edinburgh* the Twenty-first Days of *September* and Year last mentioned: And whereas the said Sir *William Ogilvy* having departed this Life, his eldest lawful Son, the present Sir *John Ogilvy* Baronet, succeeded to the whole foresaid entailed Lands and Estates contained in the several Deeds of Entail above recited, who completed his Title thereto, and now possesses the same, but under the whole Conditions of the above-mentioned Deeds of Entail thereof, in virtue of the following Title Deeds; *videlicet*, special Retour in his Favour as Heir of Taillie and Provision to the said Sir *William Ogilvy* his Father in the said several Lands to which his Father had completed his Title as above mentioned, dated the Fourth Day of *July* One thousand eight hundred and thirty-one; Precept from Chancery following thereon in his Favour, dated the Sixth Day of *July* One thousand eight hundred and thirty-one, and Instrument of Sasine thereon, dated the Eighth and recorded in the foresaid general Register of Sasines the Nineteenth Days of *July* One thousand eight hundred and thirty-one; Precept of *clare constat* by the said *Archibald* Lord *Douglas* in his Favour as Heir of Taillie and Provision to his Uncle the said deceased Sir *John Ogilvy* in the foresaid Parts and Portions of the Lands of *Earl Strathdighty*, dated the Twenty-fourth Day of *June* One thousand eight hundred and thirty-one, Instrument of Sasine following thereon in his Favour, dated the Ninth and recorded in the foresaid general Register of Sasines the Sixteenth Days of *July* One thousand eight hundred and thirty-one, and Instrument of Cognition and Sasine under the Hands of the Town Clerk of *Arbroath* in the said triangular Piece of Muir lying within the Liberties of the Burgh of *Arbroath* and the said triangular Piece of Ground lying at the Bridge of *Hercules' Den*, dated the Twenty-second Day of *March* One thousand eight hundred and thirty-six, and recorded in the Register of Sasines kept for the said Burgh the Twenty-fourth Day of the said Month of *March*: And whereas certain Portions of the taillied Lands and Estates contained in the Deeds of

[Private.]

Lands in
Schedules
may be
feued.

Entail before recited, and more particularly described and set forth in the First and Second Schedules to this Act annexed, from their Vicinity to the thriving Towns of *Dundee* and *Arbroath* respectively, might be feued to the great Advantage of the said Sir *John Ogilvy* and the Heirs of Entail entitled to succeed to him therein; but as by reason of the Conditions and Limitations of the said several recited Deeds of Entail this cannot be done without the Aid and Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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 to and for the said Sir *John Ogilvy*, or the Heir of Entail in Possession for the Time being of the said entailed Estates, and to and for his or her Tutors if such Heir shall be in Pupillarity, and if the Heir of Entail in Possession shall be a Minor then to and for such Heir with Consent of his or her Curators, or to and for his or her legal Guardians, from Time to Time and at all Times hereafter, whenever he, she, or they are desirous of feuing any Part of the Lands specified in the said First and Second Schedules, to make Application by Petition to the Lord Ordinary on the Bills in the Court of Session in *Scotland*, setting forth the same, and exhibiting the Terms and Conditions upon which it is proposed to grant such Feus, and praying the Lord Ordinary to interpone his Authority thereto, which Petition shall be intimated by a Messenger at Arms to or served upon the Two Heirs of Entail next in the Order of Succession to the Heir petitioning, by serving a Copy of the said Petition, either in such Form and Manner as may be appointed by the said Lord Ordinary, or after the same Form as if the said Two Heirs were to be cited in an ordinary Summons before the Court of Session; and upon such Intimation being certified by Production of the Messenger's Execution to the said Lord Ordinary, it shall be lawful to such Lord Ordinary, if he shall think fit, to authorize the Whole or such Parts as he shall think proper of the said Lands specified in the said Schedules to be let in Feu Farm for the highest Rate of Feu Duty that can be procured for the same, by public Auction, at such Times and Places and with such Powers of Adjournment as he shall appoint; the Articles and Conditions of which Auction, and the Notices to be given thereof, or of any Adjournment of the same, the said Lord Ordinary shall and he is hereby required to adjust and fix, and to interpone his Authority thereto, and grant Warrant for such Auction or Auctions to proceed as he shall appoint; and it shall be competent to the Petitioner or any of the said Heirs of Entail to bring the Order or Orders or Direction or Directions of such Lord Ordinary under the Review of the Court of Session by a Note to either Division thereof, if he, she, or they shall think fit, and the Judgment of the Court of Session in either Division thereof upon the Matter in Review so submitted to them shall be final and conclusive, without being subject to Review, Appeal, or Reduction in any manner of way; but no such Order or Orders, Direction or Directions of such Lord Ordinary shall be subject to Review, unless the same shall be complained of to the said Court of Session within One Calendar Month after the same shall have been pronounced by such Lord Ordinary, if the Court be sitting, or, if not sitting, within One Week after the Commencement of the then next ensuing Session or Meeting of the said Court; and after such Authority shall be so interponed to the feuing of such Lands it shall be lawful for the said Sir *John Ogilvy*, or other the Heir of Entail in Possession thereof for the Time, or his or her Tutors, or such Heir with the Con-
sent

sent of his or her Curators or Guardians as aforesaid, to feu the same, and grant Feu Rights thereto in Terms of such Articles and Conditions, notwithstanding the Conditions of the said Deeds of Entail or any of them.

II. And be it enacted, That in the Event of the Two next Heirs of Entail or either of them being the Children of the Heir who makes the Application, and being under Age, the Lord Ordinary shall, on the Return of the Messenger's Execution of Intimation as aforesaid, before further Proceeding, appoint a Tutor or a Curator *ad Litem* to attend to the Interest of such Heir or Heirs under Age in the ordinary Form, otherwise the subsequent Proceedings shall be null and void; and in the Event of both the Two next Heirs of Entail being the Children of the Heir who makes the Application, whether such Children shall be under Age or of full Age, the Petition for Authority to feu shall further be intimated as aforesaid to the Heir of Entail next entitled to succeed to the said entailed Estate after the Heirs of the Body of the Heir who makes the Application, if within *Great Britain or Ireland*; and if such Heir next entitled to succeed is not within *Great Britain or Ireland*, then to his or her nearest Male Relation by his or her Father of lawful Age, or to his or her known Factor or Attorney.

Tutor ad Litem to be appointed in certain Cases.

III. And be it enacted, That it shall not be lawful to the said Sir *John Ogilvy*, nor to any other Heir of Entail in Possession for the Time, to take or stipulate for the Payment of any Grassum, Fine, or other Consideration whatever for granting such Feus, but the same shall be granted for the highest Feu Duty or Feu Duties that can at such Auction or Auctions be had and procured for the same; and if any Grassum, Fine, Entry Money, or other Consideration whatever, other than the highest Feu Duty which can be so had and procured for the same, shall be taken or stipulated for in granting such Feu or Feus by the said Sir *John Ogilvy*, or any other Heir of Entail in Possession for the Time, such Feu or Feus shall not only be void and null, but the said Sir *John Ogilvy* or such Heir of Entail in Possession shall thereupon, for himself or herself only, incur an Irritancy as in the Case of a Contravention of the said Entails.

No Fine or Grassums to be taken.

IV. And be it enacted, That the Casualties usual in Feu-holding shall be reserved in any Grant or Grants of Feu to be made in virtue of the Powers given by this Act; but it shall be lawful to tax the Casualties payable at the Entry of each Heir or singular Successor, or ascertain the same at certain fixed Rates, but the Rates at which such Casualties shall be taxed shall be fixed and ascertained at such Auction or Auctions as aforesaid, and not otherwise, and at the same Time and along with the Feu Duties to be paid for the same in manner herein-before mentioned.

Usual Casualties of Superiority to be reserved.

V. And be it enacted, That the original Feu Charter, Feu Contract, or Feu Contracts, or other original Feu Right, to be granted by the said Sir *John Ogilvy*, or any other Heir of Entail in Possession for the Time, of any Part of the said entailed Estates allowed by this Act to be feued, shall be granted on the following Conditions, and shall contain a Clause or Clauses to the following Effect; *videlicet*, a Clause declaring that it shall not be lawful to nor in the Power of the Vassal or Vassals or other Person or Persons in the Right of the said Feu or Feus to assign the Precepts of Sasine to be contained in the said Charters or Feu Contracts, or to be contained in any of the future Charters of the said Subjects, but that they shall in all Cases be bound and obliged to take Infestment thereon, and to record the same in the particular Register of Sasines for the said County immediately

Feu Charter to contain certain Provisions.

immediately or within Six Months from the last Date of such Charters or Feu Contracts at farthest; and further declaring, that it shall not be lawful to the Vassals or Persons severally in the Rights of any such Feus to subfeu or sell all or any Part of the same, or to dispoñe the same absolutely, 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 Sir *John Ogilvy* and the Heirs of Entail succeeding to the said entailed Lands and Estates, as immediate Superiors thereof, and of no other Person or Persons whatsoever; and the Heirs and singular Successors of the Vassal or Vassals or other Person or Persons in the Right of the said Feu or Feus shall be bound to enter with the Heir of Entail in Possession as aforesaid, and be infest therein, and record the Infestment as aforesaid, within Six Months after the Date of their purchasing or succeeding to the said Feu or Feus or any Part thereof; a Clause providing that the said Feu Duty or Feu Duties, and the Casualties of Superiority, shall be paid to the said Sir *John Ogilvy*, or the Heir of Entail or other Person in Possession of the said entailed Lands and Estate entitled to receive the Rents of the same for the Time being; and also a Clause declaring that all Sales, Dispositions, or other Conveyances and Transmissions, legal or voluntary, of the Whole or any Parts or Portions of the said Feus, upon Terms either in violation of or inconsistent with these Conditions, Declarations, and Provisions, shall be *ipso facto* void and null to the Receivers thereof, with all that shall follow or may follow thereon.

Vassals may grant Infestment of Annual Rent, &c.

VI. And be it enacted, That it may be lawful to the Vassal or Vassals or other Person or Persons in right of the said Feu or Feus to grant Infestments of Annual Rent and Dispositions and Infestments in Security upon the Premises, and to infest their Wives and Husbands in the Liferent thereof, to be held of themselves, without the Necessity of being confirmed by the Heir of Entail in Possession as aforesaid or his foresaids.

Conditions to be repeated in subsequent Instruments.

VII. And be it enacted, That all the Clauses and Conditions hereinbefore mentioned shall be repeated in the Instrument or Instruments of Sasine to follow upon the Feu Charter or Feu Charters, or Feu Contract or Feu Contracts, and in all the after Conveyances, Transmissions, Charters, and Investitures of the said Feu or Feus, otherwise such Feu Charter or Feu Charters, Feu Contract or Feu Contracts, and such Sasines, Conveyances, Transmissions, Charters, and Investitures of any such Feu or Feus shall be void and null; and the said Sir *John Ogilvy*, and every other Heir of Entail in Possession of the said entailed Lands and Estates, omitting to insert the foresaid Clauses, Conditions, Declarations, and Provisions in the original Feu Charter or Feu Charters, Feu Contract or Feu Contracts, to be granted by him or them, or omitting to repeat the same in the subsequent Charters or other Investitures to be granted by him or them, shall thereupon, for himself or herself only, incur an Irritancy as in a Case of Contravention of the said Entails; and in the like Manner the said Vassal or Vassals or other Person or Persons in the Right of the said Feu or Feus, contravening any of the Conditions, Declarations, and Provisions above expressed, or omitting to insert any of the said Clauses in any Instrument or Instruments of Sasine to be taken of the said Feu or Feus, or in any of the Transmissions or Conveyances thereof, such Sasines, Transmissions, or Conveyances shall not only be void and null, but such Vassal or Vassals, or other Person or Persons in right of the said Feu or Feus, shall forfeit and lose all Right and Title thereto, and the same shall belong to the said

said Sir *John Ogilvy*, or the Heir of Entail in Possession for the Time of the said entailed Estate, in the same Manner as if such Feu or Feus had never been granted.

VIII. And be it enacted, That if the said Sir *John Ogilvy*, or any of the other Heirs of Entail succeeding to the said Lands and Estates, shall feu out under the Powers hereby granted any Portion of the said Lands which are held Burgage, the Proprietor or Proprietors of such Feus shall possess and enjoy all the Rights and Privileges incident to such holding, notwithstanding that the same are to be held in Feu of the said Sir *John Ogilvy*, and the other Heirs of Entail succeeding to the said Lands and Estate, with whom only they shall be bound to enter.

Provision as to Land held Burgage.

IX. 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 established, and in the subsequent Titles respectively, excepting in so far as is necessary to carry into effect the Feu or Feus hereby allowed to be granted; and the Superiorities of the Lands to be feued, and the Feu Duties and Casualties of the same, shall descend and transmit in the same Order and Course of Succession, and under the same Burdens, Reservations, Conditions, Provisions, Limitations, and Clauses irritant and resolute as are contained in the said several Deeds of Entail before recited.

Entails no to be prejudiced.

X. And be it enacted, That the Expences of applying for and obtaining this Act, and the Expence to be incurred by the Heir of Entail in Possession for the Time of all Proceedings hereby directed to be had in relation to the Feu or Feus to be granted as aforesaid, shall be charged upon and shall be repaid out of the Surplus or Excess of the first Feu Duties which shall be received in virtue of the Powers hereby granted above the yearly Rents or yearly Values of the Lands feued at the Time of feuing the same.

Expences of Act to be paid.

XI. And whereas *James Balfour Ogilvy* and *David Ogilvy*, Brothers German of the said Sir *John Ogilvy*, and Heirs of Entail under the Deeds of Entail before mentioned, are now in the Presidency of *Bengal* in the *East Indies*, and their Consent to this Act hath not yet been proved; be it therefore enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken to be good, valid, or effectual unless and until the said *James Balfour Ogilvy* and *David Ogilvy*, or their respective Attornies, authorized to consent to the passing of this Act by Power of Attorney under their respective Hands, and attested by at least One credible Witness, shall signify their Consent to this Act by Writing under the respective Hands of the said *James Balfour Ogilvy* and *David Ogilvy*, or their Attornies foresaid, attested by at least One credible Witness, which Power or Powers of Attorney, Writing or Writings shall be registered in the Register of Sasines for the said County of *Forfar* (which Registration the Keeper of such Register is hereby authorized and required to make) within Two Years from the Date of the same; and such Consent may be given in the Words or to the Effect following; (that is to say,)

Act not to be effectual till *James Balfour Ogilvy* and *David Ogilvy* consent.

WE, [or, as the Case may be, I A. B., Attorney for,] *James Balfour Ogilvy* and *David Ogilvy*, do hereby consent to an Act passed in the Seventh Year of the Reign of His Majesty King *William* the Fourth, [Private.]

Form of Consent.

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being placed at the North Extremity thereof, another at the South Extremity, and another Stone at the Centre; as also all and whole that triangular Piece of Muir lying within the Liberties of the Burgh of *Aberbrothock* on the East Side of the Turnpike Road leading from *Aberbrothock* to *Forfar*, measuring Four Acres Two Roods and Twenty-one Falls, conform to a Measurement thereof made by *James Wright*, Land Measurer in *Aberbrothock*, bounded by the Turnpike Road on the South-west, the Road leading to the Church of *Saint Vigeans* on the North-west, the Lands of *Kirkton* on the East, and *James Kewan's* Lands on the South-east Parts; as also all and whole that other triangular Piece of Ground lying at the Bridge of *Hercules' Den*, on the East Side of the said *Forfar* Road, measuring Thirty-five Falls, conform to a Measurement thereof also made by the said *James Wright*, bounded with the Turnpike Road on the South-west, with the Middle or Centre of *Hercules' Den Water* on the West, with the Lands of *Little Carnie* on the North-east Parts.

Rob. Croll.

SECOND SCHEDULE referred to in this Act.

All and whole the Lands of *Baldovan* with the Bank of *Baldovan*, Manor Place, Dovecote, Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, and Pertinents, with the Mill thereof commonly called the Mill of *Baldovan*, Mill Lands, Multures, Sequel, Sucken, and Knaveship, lying within the Parish of *Strathmartine* and Sheriffdom of *Forfar*, together with the Multures and whole Services due by the Brewers, Malt-makers, and the Inhabitants of the Hill of *Dundee*, and others formerly astricted to the said Mill; as also all and whole the Lands of *Balmadown*, the Lands of *Kirkton* of *Strathmartine*, the Lands of *Hillhouses* and *Bridge End* of *Auchry*, with Houses, Biggings, Yards, Tofts, Crofts, Annexis, Connexis, Parts, Pendicles, and Pertinents of the said Lands, all lying within the Barony of *Rescobie*, Regality of *Saint Andrews*, and Sheriffdom aforesaid; as also all and whole the Lands of *Pitempin*, the Half Lands of *Balmadown*, the Half Lands of *Hillhouses*, with the Waulkmill and Lands of the same, as also all and whole these Acres of Land sometime possessed by *James Smith* in *Hillhouses*, as also all and whole these Acres of Land sometime possessed by *Robert Smith* in the West Town End of *Baldovan*, with Tofts, Crofts, Houses, Biggings, Parts, Pendicles, Privileges, and universal Pertinents of the same, lying within the Parish, Regality, and Sheriffdom aforesaid, with the Houses, Biggings, Yards, Orchards, Woods, Fishings, Mosses, Muirs, Meadows, Grazings, Commonties, Common Pasturage, and universal Pertinents of the same; but excepting from the Lands above described the Lands of *Bridge End* of *Auchry*, sometime possessed by *John Baxter*, the Lands of *Pitempin*, as sometime possessed by *James Low*, Twelve Acres Fifteen Falls and Seven Tenth Parts of a Fall of the Outfield Lands of *Baldovan*, adjoining the same, sometime possessed by *James Low* and *Alexander Brown* and *David Ramsay*, and the House and Yard at *Bridge End* of *Baldovan*, formerly possessed by *David Ramsay*, upon the South Side of the Water of *Dighty*, as also excepting from the Lands above described the Lands of *Knowhead*, of *Kirkton* of *Strathmartine*, formerly possessed by *Moncur*, and a little Pendicle

Pendicle of the Lands of *Knowhead*, of old possessed by *David Volum*, the Lands of *Bridge End* of *Auchry*, lately possessed by *John Baxter*, the Waulkmill of *Baldovan*, and Lands pertaining thereto, lying on the West Side of the March which divides the Lands above described and the Lands sometime pertaining to *David Maxwell* of *Strathmartine*, and Houses, Biggings, Parts, Pendicles, and Pertinents thereof, all which Lands above excepted were sold by *David Wedderburn* (to whom the Lands and others above described formerly belonged) to the deceased *Hugh Maxwell* of *Strathmartine*, conform to Disposition thereof dated the Sixth Day of *April* One thousand seven hundred and forty-three; as also the following Parts and Portions of the Lands of *Pitempin*, *videlicet*, all and whole that Moor and Arable Land, with the Houses and Gardens thereon, all lying to the Eastward of the Road leading from *Dundee* to the Flour Mills belonging to the Town of *Dundee*, bounded by the Lands belonging to *Mr. Graham* of *Balmuir* on the East Side, by the Lands of *Kirkton* on the South, *Dighty Water* on the North, and the said Road on the West Parts, as also that Part of the Muir lying between the said Road and the High Road leading from *Dundee* to *Strathmartine*, bounded by the said Road leading from *Dundee* to *Strathmartine* on the West, by the said Road leading from *Dundee* to the said Flour Mills on the East and South, the Lands of *Pitempin* on the North, but which are divided from the Muir above mentioned by a straight Line or March running from the said Road leading from *Dundee* to the said Flour Mills to the said Road leading from *Dundee* to *Strathmartine*, such March being in a straight Line with Two large Stones fixed in the Ground, one whereof nigh the Road leading to *Baldovan*, and the other nigh the Road leading from *Dundee* to *Craigsmills*, with the whole Parts, Pendicles, and Pertinents belonging to that Part of the said Lands of *Pitempin*, and Portions of the said Moors, all lying within the Parish of *Strathmartine* and Sheriffdom of *Forfar*, which Lands of *Pitempin* are contained in a Charter under the Great Seal granted to and in favour of *David Laird* of *Strathmartine*, dated the Twentieth Day of *December* One thousand seven hundred and ninety-eight, and which Parts and Portions thereof were disposed by the said *David Laird* to the deceased *Sir Walter Ogilvy* of *Inverquharity*, Baronet, by a Disposition dated the Eighteenth Day of *October* One thousand seven hundred and ninety; as also all and whole the following Parts and Portions of the Lands of *Earl Strathdighty*, lying to the West of the old Road leading from *Glamis* to *Dundee*, *videlicet*, the Lands of *Stockfield*, sometime possessed by *Gilbert Alexander*, and thereafter by *Robert Boyd* his Assignee, the Lands of *West Muir*, sometime possessed by *Thomas* and *David Hill*, the Lands of *West Balgray*, sometime possessed by *James Boyd*, the *Fair Muir*, and Ten Houses and Yards thereon, all lately possessed by *Francis Ritchie*, *David Henderson*, *Thomas Smith*, *Andrew Cochrane*, *David Cochrane*, *Alexander Burns*, *Alexander Crawford*, *Peter Kid*, *John Middleton*, and *Alexander Cathro*, Tenants therein, and on which Muir the Two *Dundee Fairs* are held annually, all lying in the Parish of *Mains* and Sheriffdom of *Forfar*.

Rob. Croll.