



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 33.

An Act for selling a Part of the Entailed Estate of *Newton* in the County of *Haddington*, and applying the Price towards discharging Part of the Debts incurred in improving the said Entailed Estate; and also for exchanging certain Parts of the Entailed Estate for Lands held in Fee Simple. [21st June 1841.]

WHEREAS Sir *Richard Newton* of *Newton*, Baronet, deceased, by Bond of Tailzie, dated the Eighteenth Day of *June* One thousand seven hundred and twenty-four, and recorded in the Register of Tailzies the Fourteenth Day of *December* One thousand seven hundred and twenty-five, and in the Books of Council and Session the Third Day of *August* One thousand seven hundred and seventy-three, resigned, surrendered, *simpliciter* upgave, overgave, and delivered all and hail the Lands and Barony of *Newton*, with the Manor Place, Houses, Biggings, Yards, Orchards, Mills, Multures, Tofts, Crofts, Parts, Pendicles, Annexis, Connexis, Tenants, Tenandries, Service of Free Tenants, and hail Pertinents thereof, including such Parts of the said Barony as had been acquired by him from his own Vassals, lying within the Constabulary of *Haddington* and Sheriffdom of *Edinburgh*; together with all Right, Title,

Bond of Tailzie by Sir Richard Newton, Bart., 18th June 1724.

[Private.]

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or

Excambion
between
William Hay
Newton and
William
Begbie, 28th
July 1804.

December One thousand seven hundred and ninety-three, Precept from Chancery for infesting the said *William Hay Newton* in the said Lands and Barony of *Newton* and others as Heir of Tailzie and Provision aforesaid, dated the Twenty-second Day of *January* One thousand seven hundred and ninety-four, and Instrument of Seisin following thereon in favour of the said *William Hay Newton*, dated the Twenty-sixth Day of *February*, and recorded in the said Particular Register of Seisins kept at *Edinburgh* for the Shire of *Haddington* the Twenty-sixth Day of *March*, One thousand seven hundred and ninety-four : And whereas by a Contract of Excambion, bearing Date the Twenty-eighth Day of *July*, and registered in the Sheriff Court Books of the Shire of *Haddington* the Third Day of *August*, in the Year One thousand eight hundred and four, entered into between the said *William Hay Newton* as entailed Proprietor of the said Estate of *Newton* on the one Part, and *William Begbie* of *Skedsbush* on the other Part, the said *William Hay Newton*, in Excambion for the Lands after mentioned, sold and disposed to the said *William Begbie*, and his Heirs and Assignees, heritably and irredeemably, all and whole that Part of the Lands of *Bentyholes* in a straight Line from the North-west Corner of the said *William Begbie's* Enclosures of *Kidlaw* North or North-west till that Line joins the public Road which runs past *Leehouses* towards *Kidlaw*, and from a March Stone marked Number Fourth, a little to the South-east of said Junction, in a Line nearly South-west, to the Angle at a March Stone marked Number Fifth in the March betwixt *Bellsbank* and that Part of the Lands of *Newton* lying upon the South Side thereof; as also the whole of the Lands called *Crooked Acres*, comprehended in the Second and Third Articles of the Valuation of the said Lands, running from the North-east Corner of the said *William Begbie's* Enclosures at a March Stone marked Number First, North, to a March Stone marked Number Second about the Middle of the Line, and from thence further North to another March Stone marked Number Third at the Side of the Hedge which divides the Farms of *Leehouses* and *Kidlaw*, both belonging to the said Estate of *Newton*, the said Line being straight from South to North, and bounded on the West by the said *William Begbie's* said Field called *Crooked Acres*; all lying in the Barony of *Newton*, Constabulary of *Haddington*, and Sheriffdom of *Edinburgh*, together with all Right, Title, and Interest which the said *William Hay Newton* had or could pretend to the same, extending to Sixteen Acres Seven hundred and twenty-nine Parts; and in consideration whereof, and on the other Part, the said *William Begbie* sold and disposed in Excambion to and in favours of the said *William Hay Newton* and his Heirs of Tailzie, conform to the Deed of Entail under which he held and possessed the said Entailed Estate of *Newton*, heritably and irredeemably, all and whole the Lands of *Kidlawhill* and *Bellsbank*, as after described, running in a Line from the West End of the said Hedge which divides the said Farms of *Leehouses* and *Kidlaw*, both belonging to the said Estate of *Newton*, Westward, nearly straight through the said Lands of *Kidlawhill*, then across the said public Road which runs past *Leehouses* towards *Kidlaw*, thence to the Saugh Hedge which is the March betwixt *Bellsbank* and the Farm of *Erwingstone*, belonging to the Marquis of *Tweeddale*, and also the
Road

Road in the then present Line thereof running through the said *William Begbie's* Lands of *Crooked Acres* to the Limekiln in *Kidlaw* Farm, and Twenty-five Feet broad, all lying within the Barony of *Newton*, Constabulary of *Haddington*, and Sheriffdom of *Edinburgh*, and extending to Ten Acres Nine hundred and forty-five Parts; and in virtue of which Contract of Excambion the said *William Hay Newton* was infeft in the Lands thereby disposed to him, conform to Instrument of Seisin in his Favour, dated the Twentieth Day of *May*, and registered in the said Particular Register of Seisins kept at *Edinburgh* for the Shire of *Haddington* the Eighteenth Day of *June*, in the Year One thousand eight hundred and five: And whereas the said *William Hay Newton*, for the Purpose of creating a Freehold Qualification in the County of *Haddington* in favour of *Richard Hay Newton* his eldest Son, by Disposition bearing Date the Twenty-second Day of *May* One thousand eight hundred and sixteen, and registered in the Books of Council and Session the Fifteenth Day of *April* in the Year One thousand eight hundred and thirty-five, gave, granted, and disposed to himself in Life-rent, and to *Richard Hay Newton*, his eldest Son, in Fee, and the Heirs Male of his Body; whom failing, to *William Waring Hay*, Second Son of the said *William Hay Newton*, and the Heirs Male of the Body of the said *William Waring Hay*; whom failing, to *George Forster Hay*, Third Son of the said *William Hay Newton*, and the Heirs Male of the Body of the said *George Forster Hay*; whom failing, to *John Stuart Hay*, Fourth Son of the said *William Hay Newton*, and the Heirs Male of the Body of the said *John Stuart Hay*; whom failing, to *Anthony James Hay*, Fifth Son of the said *William Hay Newton*, and the Heirs Male of the Body of the said *Anthony James Hay*; whom failing, to the Heirs Male to be procreated of his the said *William Hay Newton's* own Body; whom failing, to the Heirs Male of the Body of the said *Richard Newton* (or *Richard Hay Newton*) of *Newton*, his Father; whom failing, to the Heirs Male of the Body of the said deceased Mr. *Alexander Home*, Third lawful Son of *Alexander Lord Polwart*; whom failing, to the other Heirs of Entail above mentioned called to succeed to the said *Alexander Home* under the foresaid Bond of Tailzie executed by the said Sir *Richard Newton*; all and whole the foresaid Lands and Barony of *Newton* and others, but with and under the Reservations, Burdens, Conditions, Provisions, Restrictions, Limitations, and Irritancies said to be contained in the said Bond of Tailzie; and upon the Procuratory of Resignation contained in the said Disposition a Charter of Resignation of the said Lands and Barony of *Newton* and others was passed, under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal thereof formerly used there, in favour of the said *William Hay Newton* in Life-rent, and the said *Richard Hay Newton* in Fee, and the Heirs Male of his Body; whom failing, to the other Heirs called to the Succession by the said Disposition granted by the said *William Hay Newton*, with and under the Reservations, Burdens, Conditions, Provisions, Restrictions, Limitations, and Irritancies therein contained, which Charter is dated the First and written to the Seal and registered and sealed the Fourteenth Days of *June* One thousand eight hundred and sixteen; and in virtue of the said Charter and Precept of Seisin therein contained the said *William Hay Newton*

Disposition
and new
Entail of
*William Hay
Newton*, 22d
May 1816.

[Private.]

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was

Trust Deed
executed by
William Hay
Newton and
his Sons in
favour of
James Ren-
ton, April
1821.

was infest in Life-rent, and the said *Richard Hay Newton* was infest in Fee, in the said Lands and Barony of *Newton* and others, with and under the Burdens, Conditions, Provisions, Restrictions, Limitations, and Irritancies contained in the said Disposition granted by the said *William Hay Newton*, conform to Instrument of Seisin, dated the Twenty-second and registered in the said Particular Register of Seisins kept at *Edinburgh* for the Shire of *Haddington* the Twenty-fourth Days of *July* One thousand eight hundred and sixteen : And whereas the said *William Hay Newton* contracted Debts to a large Amount, chiefly in improving the said Entailed Estate of *Newton*, and in building a Mansion House thereon ; and he prevailed upon the said *Richard Hay Newton* his eldest Son, very soon after his attaining his Majority, to become bound, along with him the said *William Hay Newton*, for the said Debts, or the greater Part thereof, and also to grant certain Annuities payable out of the Rents of the said Entailed Estate during the Lifetime of the said *Richard Hay Newton* : And whereas by Trust Disposition bearing Date the Twentieth, Twenty-third, and Twenty-seventh Days of *April* One thousand eight hundred and twenty-one, and registered in the Books of Council and Session the Fifteenth Day of *April* One thousand eight hundred and thirty-five, made and granted by the said *William Hay Newton*, as Life-renter of the said Lands and Barony of *Newton*, and Fiar of the Lands of *Kidlaw* and others after described, by Mistress *Alicia Forster* otherwise *Newton* his Spouse (now deceased), for any eventual Right of Locality or other Right which she had in the said Lands and others, with the especial Advice and Consent of the said *William Hay Newton*, and by him as taking Burden on him for his said Wife, and by the said *Richard Hay Newton*, as Fiar of the said Lands and Barony of *Newton*, and by the said *William Waring Hay*, *George Forster Hay*, *John Stuart Hay*, and *Anthony James Hay*, the only other Children of the Marriage between the said *William Hay Newton* and Mistress *Alicia Forster* otherwise *Newton*, for any Right or Interest which they respectively had or eventually might have in the said Lands and others, whereby they gave, granted, assigned, disposed, and conveyed to and in favour of *James Renton*, Accountant in *Edinburgh*, *James Scott*, Accountant there, and *James Brown*, Accountant there, and such Person or Persons as might be assumed into the Trust thereby created in manner therein mentioned, as Trustees for the Creditors therein named of the said *William Hay Newton*, and any others the just and lawful Creditors of the said *William Hay Newton* and the said *Richard Hay Newton*, or of the said *Richard Hay Newton* solely, all and whole the said Entailed Lands and Barony of *Newton* and others, and likewise all and whole the Lands of *Kidlaw* and *Bellsbank* running in a Line from the West End of the Hedge which divides the Farms of *Leehouses* and *Kidlaw*, both belonging to the Estate of *Newton*, Westward, nearly straight through the said Lands of *Kidlawhill*, then across the public Road which runs past *Leehouses* towards *Kidlaw*, then to the Saugh Hedge which is the March betwixt *Bellsbank* and the Farm of *Ewingston* belonging to the Marquis of *Tweeddale*, and also the Road in the then present Line thereof running through the Lands of *Crooked Acres* to the Limekiln in *Kidlaw* Farm, and Twenty-five Feet broad, together with the Right and Servitude of Commony in

in the Common of *Kidlaw* effeiring to the Lands before described, or Allocation of the said Common set apart in lieu and place of the said Right and Servitude, all lying within the Barony of *Newton*, Constabulary and Sheriffdom aforesaid; and the said *William Hay Newton* also conveyed and disposed, in Trust as aforesaid, the following Lands and others which he held and was possessed of in Fee Simple; (*videlicet*,) all and whole that Part of the Lands of *Kidlaw*, with Houses, Biggings, Outsets, and Pertinents thereof, called a Ploughgate of Land (*Carracuta Terræ*), sometime possessed by *John Baillie*, and thereafter by *James Johnston*, Tenant in *Kidlaw*, lying in the Village of *Kidlaw*, Barony of *Newton*, Constabulary of *Haddington*, and Sheriffdom of *Edinburgh* aforesaid, with the Teinds, Parsonage and Vicarage, thereof; as also all and whole that Tenement of Land, back and fore, with the Yard and Pertinents of the same; as also that Piece of Land called the *Waird*, adjacent to the West Side of the same, lying contigue on the West Part of the Village of *Kidlaw*, sometime occupied by *William Allan* and *Christian Kerr* his Spouse, and afterwards by *William Gardener*; all lying within the Barony of *Newton*, Constabulary of *Haddington*, and Sheriffdom of *Edinburgh*, as the same were sometime possessed by the said *James Johnston*, and lately pertained to *William Skirving*, residing in *Gifford*; and also all and whole those Parts of the Lands of *Bentyholes* running in a straight Line from the North-west Corner of *William Begbie's* Enclosures of *Kidlaw* North or North-West till that Line joins the public Road which runs past *Leehouses* towards *Kidlaw*, and from a March Stone marked Number Fourth, a little to the South-east of the said Junction, in a Line nearly South-west to the Angle at a March Stone marked Number Fifth in the March between *Bellsbank* and that Part of the Lands of *Newton* lying upon the South Side thereof; as also the whole of the Lands called *Crooked Acres*, comprehended in the Second and Third Articles of the Valuation of the said Lands, running from the North-east Corner of *William Begbie's* Enclosures of *Kidlaw* at a March Stone marked Number First, North, to a March Stone marked Number Second, about the Middle of the Line, and from thence farther North to another March Stone marked Number Third at the Side of the said Hedge which divides the Farms of *Leehouses* and *Kidlaw*, both belonging to the Estate of *Newton*, the said Line being straight from South to North, and bounded on the West by *William Begbie's* Field called *Crooked Acres*; all lying in the Barony of *Newton*, Constabulary of *Haddington*, and Sheriffdom of *Edinburgh* aforesaid; as also the Plot or Allocation after described of the Common of *Kidlaw*, laid off and set apart in lieu and place of the Right and Servitude of Commonly effeiring to the said Lands of *Kidlaw*, which formerly belonged to *William Skirving*, (*videlicet*,) that Plot or Allocation of the said Common bounded upon the North-east and East partly by *Kidlaw Green*, formerly Part of the Commonly, and thereafter by Part of the Entailed Estate of *Newton*, on the South-east by Lot Second of the said Commonly, from the Termination of the March betwixt this Allocation and the said Entailed Estate of *Newton*, on the South by a small Angle, being Part of Lot First of said Commonly, and thereafter by a Part of Lot
Third

Third of said Commonty, on the West Side by a straight Line running from South to North through Lot Third and a small Part of Lot Seventh, and on the North by the Remainder of the said Lot Seventh, or the Meadow by the small Park called the *Waird* herein-before described, and by the said Village of *Kidlaw*, 'all marked with Pits, together with all Right, Title, and Interest, Claim of Right, Property, and Possession, present or eventual, petitory or possessory, which the said *William Hay Newton*, Mistress *Alicia Forster* otherwise *Newton*, *Richard Hay Newton*, *William Waring Hay*, *George Forster Hay*, *John Stuart Hay*, and *Anthony James Hay* had or could claim or pretend in and to the said Lands and others; but under the Exception of the Mansion House, Offices, and Garden of *Newton Hall*, and some Ground around the same; it being declared that the said Disposition of the said Entailed Lands and others should be held and understood only as a Conveyance thereof in so far as they had Right to grant such a Conveyance; upon which Trust Disposition the said *James Renton*, who was appointed to act first in Order as Trustee, was duly infeft and seised in the said Entailed Lands and Barony of *Newton* and others, and in the said Fee Simple Lands of *Kidlaw* and others, conform to Instrument of Seisin in his Favour dated the Fifth and registered in the said Particular Register of Seisins kept at *Edinburgh* for the Shire of *Haddington* the Seventh Days of *May* One thousand eight hundred and twenty-one: And whereas by the said Trust Disposition full Power is given to the Trustees therein named to sell the said Lands and others held in Fee Simple: And whereas the said *William Hay Newton* having died about the Month of *February* One thousand eight hundred and twenty-nine, he was succeeded in the said Entailed Lands and Barony of *Newton* by his eldest Son the said *Richard Hay Newton*, who made up no other Titles thereto than as is herein-before mentioned, and the said Part of the Lands of *Kidlaw* and others formerly held in Fee Simple by the said *William Hay Newton*, and disposed to the said *James Renton* in Trust as aforesaid, still remains in the Person of the said *James Renton*: And whereas upon the Succession of the said *William Hay Newton* to the said Entailed Estate in or about the Year One thousand seven hundred and ninety-three the said Estate was in a bad and unimproved and comparatively unproductive Condition, and there were no suitable Farm Houses or Offices or Fences upon the same, and the Mansion House had become ruinous, and was soon afterwards uninhabitable: And whereas the said *William Hay Newton* did, during his Possession of the said Entailed Estate, lay out and expend large Sums of Money upon the Improvement and Amelioration thereof, in erecting Farm Houses and Offices, in planting, draining, and enclosing the Lands, and in otherwise executing beneficial Operations upon the same, and also in building a good and commodious Mansion House upon the said Entailed Estate, and the said *Richard Hay Newton*, since his Succession to his said Father, has made considerable Outlays in improving the said Estate, and in building Offices upon the same, which Outlay by the said *William Hay Newton* and the said *Richard Hay Newton* amounts to the Sum of Eight thousand four hundred and fifty Pounds, after deducting Four hundred Pounds, for the Benefit of the Entailed Estate: And whereas an Act was passed in

in the Tenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to encourage the Improvement of Lands, Tenements, and Hereditaments in that Part of Great Britain called Scotland held under Settlements of strict Entail*, by which a certain Relief was intended to be given to Heirs of Entail expending Money in the Improvement of their Estates, upon complying with the Regulations therein laid down; but the said Act does not in all Cases afford adequate Relief, and the Provisions thereof are attended with so much Doubt and Difficulty in the Execution as sometimes to frustrate in a great measure the Object for which the Act was passed; and the said *William Hay Newton* only recorded under the Provisions of the said Act Sums expended by him in the Improvement of the said Entailed Estate, and in building the said Mansion House, to the Amount of Five thousand one hundred and fourteen Pounds Eighteen Shillings and Nine-pence Halfpenny, while the said *Richard Hay Newton* has not recorded any Part of the Sums expended by him upon the said Estate, although the Sums so expended by the said *William Hay Newton* and *Richard Hay Newton* amount, as before mentioned, to the Sum of Eight thousand four hundred and fifty Pounds: And whereas in virtue of the Trust Disposition herein-before in part recited, the said *James Renton* entered upon the Management of the said several Lands and Barony, received the Rents thereof, and applied the same to the Purposes of the said Trust; but the said Rents are not now sufficient to pay the Interest of the said Debts and the foresaid Annuities, together with the other Burdens affecting the said Estate, and the necessary Expences attending the said Trust, and there is a considerable Balance now due to the said Trustee in the Management of the said Trust, and to his Cashiers for Advances under the same; and the said *Richard Hay Newton* is without any separate Means or Estate: And whereas the said unentailed Parts of the Lands of *Kidlaw* and others extend to One hundred and eleven Acres Scots or One hundred and forty Imperial Acres, or thereby, are nearly surrounded on all Sides by the said Entailed Estate, and are let on Lease along with the entailed Parts of the Lands of *Kidlaw*, upon which entailed Parts of *Kidlaw* there are no Farm Offices, while there are substantial Farm Offices and a Thrashing Mill upon the said unentailed Lands, and which Farm Offices and Thrashing Mill are occupied by the Tenants to whom the said entailed Parts of the Lands of *Kidlaw* and the said unentailed Lands are let together as one Farm: And whereas the said unentailed Lands of *Kidlaw* and others, which stand charged with Debts heritably secured to the Amount of Four thousand seven hundred Pounds, are of the estimated Value of Four thousand seven hundred and fifteen Pounds Five Shillings, or thereby; and as the same could not be disposed of without Detriment to the said Entailed Estate, it would be of Advantage to the said *Richard Hay Newton*, and the Heirs of Entail succeeding to him, to have the said unentailed Lands added to and incorporated with the said Entailed Estate; and the said *James Renton* as Trustee aforesaid is willing to execute an Entail thereof in favour of the said *Richard Hay Newton* and the said Heirs of Entail of the said Lands and Barony of *Newton*, upon obtaining Payment of the said estimated Price, or a satisfactory Obligation for Payment thereof: And whereas since the Succession of the said *William Hay Newton*

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to the said Entailed Estate as aforesaid the Rental of the same has been greatly increased, and the Heirs of Entail succeeding thereto will derive considerable Advantage from the Expenditure made by him and by the said *Richard Hay Newton* upon the said Entailed Estate; and it is just and equitable that the said *Richard Hay Newton* should be relieved of a Part of the Debt undertaken by him for his said Father, and still due as aforesaid, to the Extent of Six thousand three hundred and thirty-seven Pounds Ten Shillings, being less than Three Fourth Parts of the said Expenditure: And whereas these Objects may be most conveniently attained by the Sale of such Part or Parts of the said Entailed Estate as can be sold with least Detriment to the Remainder of the said Estate, and will produce the said Sum of Six thousand three hundred and thirty-seven Pounds Ten Shillings to be applied so far in the Extinction of the said Debts, and farther by the Exchange of the said Fee Simple Lands for such other Parts of the said Entailed Estate as can be alienated with the least Detriment to the Remainder of the Estate, such Fee Simple Lands being entailed and incorporated with the said Entailed Estate, and such entailed Lands so exchanged being sold, and the Price applied so far in Payment of the said Debts; but as these Ends cannot be attained without 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 the said *James Renton*, or other Trustee for the Time under the said Trust Deed, shall and he is hereby required, with the Concurrence of the said *Richard Hay Newton*, or the Heir of Entail of the said Estate of *Newton* for the Time being, or his or her Tutors or Curators, if such Heir shall be under the Age of Twenty-one Years, with the Direction and Approbation of the Judges of the Court of Session in *Scotland* in either Division thereof, to be interponed upon a summary Application to the said Court, to make, grant, and execute a Disposition and Deed of Settlement or Entail of the said Fee Simple Lands of *Kidlaw* and others, described in the Schedule (A.) hereunto annexed, in the Form which shall appear to the said Judges most proper for effectually settling and securing the said Lands and others, freed of all Debts and Incumbrances affecting or that may affect the same, to and in favour of the said *Richard Hay Newton* and the other Heirs entitled to take and succeed under the before-recited Deed of Entail executed by the said Sir *Richard Newton*, and that by way of strict Entail, under all the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Irritancies contained in the said Deed of Entail; which Settlement and Entail shall be so framed as to bind the said *Richard Hay Newton*, or the Person in whose Favour the same is executed, as well as the succeeding Heirs of Entail.

The Trustee under the recited Trust Deed authorized to entail the Fee Simple Lands described in Schedule (A.)

Such Entail to be recorded in the Register of

II. And be it enacted, That after the said Disposition and Deed of Settlement or Entail shall be so made and executed, in manner and to the Effect aforesaid, the same shall be forthwith recorded in due Form in the Register of Tailzies for the Benefit and Security of all

all and every Person and Persons interested therein; and a Charter or Charters may and shall pass and be obtained thereupon, and Infestment be taken by virtue of the Precept of Seisin or Procuratory of Resignation therein contained, and be registered agreeably to the Forms and Practice of the Law of *Scotland*, upon all which the said Court shall interpose its Authority, by declaring that the Directions by this Act given in that Behalf have been complied with according to the true Intent and Meaning thereof.

Tailzies, and Charter and Infestment to pass thereon.

III. And be it enacted, That the Lands of *Leehouses* and others, Part of the said Barony of *Newton*, comprised in the said recited Deed of Entail made by the said Sir *Richard Newton*, and described in the Schedule (B.) hereunto annexed, shall from and immediately after the making of the said Disposition and Deed of Entail, and the recording thereof in the Register of Tailzies, and the taking and recording in the Register of Seisins the Instrument of Seisin to follow thereupon, be vested in, and the same are hereby and from thenceforth settled upon and vested in, Sir *Francis Walker Drummond* of *Hawthornden*, Baronet, *Archibald Hope* Esquire, younger, of *Craighall*, *Alexander Monypenny* Esquire, Writer to the Signet, *James Dalgleish* Esquire, Writer to the Signet, and the said *James Renton*, Accountant in *Edinburgh*, and their Successors in Office to be appointed in virtue of this Act, and the Survivors and Survivor of them, and the Heirs of such Survivor for ever, in Fee Simple, freed and discharged of and from all and every the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolute which in and by the said Deed of Entail executed by the said Sir *Richard Newton*, and the subsequent Investitures herein-before recited, are limited, created, and expressed, declared, and contained of and concerning the same, but nevertheless upon Trust and to and for the Intents and Purposes herein-after expressed; (that is to say,) upon Trust that they the said Trustees and their Successors, and the Survivors or Survivor of them, or the Heir of such Survivor, do and shall, with the Concurrence of the said *James Renton*, or other Trustee for the Time being under the said Trust Deed, with all convenient Despatch, after due Intimation to the Heir of Entail in Possession, make Sale and absolutely dispose of the said Lands of *Leehouses* and others described in the said Schedule (B.) hereunto annexed, or such Part or Parts thereof as will produce, as nearly as may be, first, the Sum of Four thousand seven hundred and fifteen Pounds Five Shillings, being the estimated Value of the said Fee Simple Lands of *Kidlaw* and others, as set forth in the said Schedule (A.) hereunto annexed, and, second, the Sum of Six thousand three hundred and thirty-seven Pounds Ten Shillings, being Three Fourth Parts of the foresaid Sum of Eight thousand four hundred and fifty Pounds expended in Improvements upon the said Entailed Estate of *Newton* in manner aforesaid, as set forth in the Schedule (D.) hereunto annexed, amounting together, the said Two Sums of Money, to Eleven thousand and fifty-two Pounds Fifteen Shillings, and, third, such farther Sum as will be sufficient to defray the necessary Charges of obtaining this Act, and of the Proceedings to be had in the Execution

Entailed Lands of *Leehouses* thereupon vested in Trustees in Fee Simple.

Trustees to sell the same, and apply the Price in defraying the Expences of this Act, and of the Proceedings to be had in the Execution thereof.

Execution thereof, and as the said Expences may be ascertained and fixed by the Court of Session, and that either together or in Parcels, by public Sale or Auction or private Bargain, and at such Price or Prices, as the said Trustees shall judge best, with Power to the said Trustees to adjourn the Sale or Sales from Time to Time to such Time and Place as they shall judge expedient: Provided always, that previous Notice by public Advertisement of such intended Sale shall be given at the least once a Week during Six Weeks preceding the Day appointed for such Sale in such Newspaper or Newspapers published in *Scotland* as the said Trustees shall deem expedient, and that similar Notice shall be given of any Adjournment of such Sale or Sales in some such Newspaper or Newspapers at least once a Week for One Month previous to such adjourned Sale taking place.

Proceeds of Sale to be paid into Bank in Name of the Trustees, who shall thereupon grant a Disposition to the Purchasers.

IV. And be it enacted, That when such Sale or Sales shall be effected the Money arising by such Sale shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company* in *Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in the Names of the said Trustees or their fore-saids, and shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated to bear Interest, and added to the Principal Sum, until the same shall be disposed of as after mentioned; and upon the said Price or Prices, and Interest thereon, being lodged as aforesaid, the said Trustees and their fore-saids shall be bound to execute and deliver to the said Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands purchased, freed of all the Fetters of the said Entails, and of all Incumbrances whatever, and containing all usual and necessary Clauses requisite for vesting the Lands so purchased in the Purchaser or Purchasers thereof in Fee Simple; and the Receipt of the Treasurer or other proper Officer of the Bank of *Scotland*, or Royal Bank of *Scotland*, or *British Linen Company*, or Commercial Bank of *Scotland*, or National Bank of *Scotland* aforesaid, for the Money respectively paid to them, shall be a full and complete Discharge of the Price to such Purchaser or Purchasers, and to his, her, or their respective Heirs, Executors, and Successors whatsoever, and from thenceforth such Purchaser or Purchasers, his, her, or their Heirs, Executors, and Successors, shall be and are hereby absolutely acquitted and discharged of such Price, and shall not be obliged to see to the Application thereof or any Part thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of any Part of the same.

Until a Sale is effected the Trustees may borrow Money on the Lands of Leehouses &c.

V. And be it enacted, That until a Sale can be effected of the said Lands of *Leehouses* and others hereby vested in Trust, it shall and may be lawful for the said Trustees or their fore-saids, and they are hereby authorized, to borrow and take up in Loan upon the Security of the said Lands contained in Schedule (B.) and of the Lands contained in Schedule (C.), both hereunto annexed, at such Rate of Interest as may be agreed on, any Sum or Sums of Money which may be necessary for the Purposes aforesaid, not exceeding the Sum of Eleven thousand and fifty-

fifty-two Pounds Fifteen Shillings, besides the Amount of the Costs and Expences of applying for and obtaining this Act, and carrying the same into execution, and which can be obtained upon the Security of the said Lands; and it shall be lawful to the said Trustees or their foresaids, with Consent foresaid, validly to secure the Payment of the Money so to be borrowed, and the Interest thereof, and liquidate Penalties and Expences to be therein stipulated, by Heritable Bond or Bonds and Disposition or Dispositions in Security, in favour of the Person or Persons who may lend such Money, disposing and conveying in the Form and with the Powers usual in Heritable Securities in *Scotland* over Lands held in Fee Simple, but with the special Exception and Provision herein-after mentioned, heritably and redeemably, the whole or any Portion or Portions of the Lands contained in the said Schedules (B.) and (C.), which Heritable Bonds or Dispositions in Security shall, under the Declaration and Proviso after mentioned, be good, valid, and effectual to the Creditor or Creditors therein, and to his, her, and their respective Heirs, Executors, or Representatives whatsoever, or to his, her, or their Assignee or Assignees, or to any Person in right of such Heritable Bond or Bonds, Disposition or Dispositions in Security for the Time, in the same Manner as if the same were granted by a Fee Simple Proprietor, and shall effectually burden either the whole or such Parts of the said Lands and others contained in the said Schedules (B.) and (C.) as shall be included in and disposed by such Heritable Bonds and Dispositions in Security, and shall be effectual against all the Heirs of Entail who may be entitled to succeed to the Entailed Estates, and, under the Declaration and Proviso after mentioned, the Creditor or Creditors, Lender or Lenders, shall have every Remedy competent by the Laws of *Scotland* for the Recovery of the Sums so lent, Interest and Penalties, as is competent to any other Creditor by Heritable Bond or Bonds and Dispositions in Security secured over Lands held in Fee Simple: Provided always, that the Creditor or Creditors in any such Security shall not have Power to sell or adjudge all or any of the Lands contained in the said Schedule (C.), and that all Securities shall contain this Proviso and Declaration against the Sale or Adjudication of such Lands; and provided further, that the said Trustees or their foresaids shall not by granting such Bond or Bonds incur for themselves or their Representatives any personal Responsibility for the Sums so borrowed; and upon a Sale being made of the said Lands the Price shall then be applied in Liquidation of the Money borrowed, and thereafter in manner herein-after directed.

VI. And be it enacted, That the Money to arise by all or any of the Loan or Loans authorized to be contracted in virtue of the Powers conferred by this Act shall be paid by the Lender or Lenders thereof into one or other of the said Banks before mentioned, in the Name of the said Trustees or their foresaids, and shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which shall be by the said Trustees annually accumulated and added to the Principal Sum, until the same shall be disposed of as herein-after mentioned; and the Receipt of the Treasurer or other proper Officer of the Bank of *Scotland*, or

Monies borrowed to be paid into Bank.

[*Private.*]

10 e

Royal

Royal Bank of *Scotland*, or *British Linen Company*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, in which such Money shall have been deposited as aforesaid, shall be a full and complete Receipt to such Lender or Lenders for the Sum or Sums therein specified, and relieve him or them of all Responsibility.

Application of Monies to be raised by Sale or Loan.

VII. And be it enacted, That the said Trustees or their foresaids shall apply the Money which shall arise from such Sale or Sales, or such Loan or Loans, and the Interest which may be accumulated thereon as aforesaid, in the first place, to pay off and discharge the Costs and Expences of applying for and obtaining this Act and carrying the same into execution; and, in the next place, to pay off and discharge the Debts which at present affect the said Fee Simple Lands of *Kidlaw* and others specified in Schedule (E.) hereunto annexed; and, lastly, to pay over to the said *James Renton*, or other Trustee for the Time being under the said Trust Deed, the Balance of the said Sum of Eleven thousand and fifty-two Pounds Fifteen Shillings, to be by the said Trustee applied in paying the Balance due to the said *James Renton* or other Trustee, and the Cashiers under the said Trust, and in paying, so far, the other Debts due by the said *Richard Hay Newton* specified in Schedule (F.) hereunto annexed; reserving always to the Creditors entitled to the Benefit of the foresaid Trust Deed any Right of Preference that may be legally competent to them in virtue of the said Trust Deed, and that rateably, and so far as the same will go in discharging the said Debts.

In case of Surplus of Price, the same shall be employed in purchasing contiguous Lands to be entailed.

VIII. And be it enacted, That in case any Surplus shall remain of the Price or Prices of the said Lands contained in the said Schedule marked (B.), or the Interest of the said Price or Prices, after carrying all the Purposes of this Act into execution, the said Trustees or their foresaids may and shall, after Intimation to the Heir of Entail or other Heir in possession for the Time of the foresaid Entailed Estate, lay out and employ such Money or Surplus in the Purchase of other Lands contiguous to or convenient for the said Entailed Estate, 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 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 in one of its Divisions, dispoise and convey the Lands so to be purchased by them, and shall also dispoise and convey any Part of the said Lands contained in the said Schedule (B.) hereunto annexed which may remain unsold as aforesaid, to the same Series of Heirs of Entail, for the same Uses and Purposes, and under the like prohibitory, irritant, and resoluteive Clauses, as the said Estate by the Deed of Entail herein-before recited now stands limited and settled; and the Disposition and Conveyance thereof to be executed 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 or their foresaids shall, immediately after the Execution of such Conveyance, cause the same to be recorded in the Register of Tailzies for the Benefit of all and every Person or Persons interested therein, and Infestment to be taken thereon; and in

in the meantime and until the Money shall be so applied the said Court of Session in one of its Divisions 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* in *Scotland*, or the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, subject to the Directions of the said Court in either of its Divisions, in Name of the said Trustees or their foresaids, or otherwise as they may direct, and shall annually accumulate the same, and the Interest to be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Lands shall be found to be limited in the Manner herein-before directed, and until, upon a Petition to be presented to the said Court in either of the Divisions thereof, in a summary Way, by the said Trustees or their foresaids, with the Concurrence of the Heir of Entail in possession of the said Entailed Estate for the Time being, the Money shall be ordered to be paid by the Treasurer or other proper Officer of the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company* in *Scotland*, or Commercial Bank of *Scotland*, or National Bank of *Scotland*, for completing the said Purchase in such Manner as the said Court in either of its Divisions shall direct.

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

Court of Session may discharge the Trustees hereby appointed.

X. And be it enacted, That if the said Sir *Francis Walker Drummond*, *Archibald Hope*, *Alexander Monypenny*, *James Dalgleish*, and *James Renton*, 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 of their respective Heirs or Representatives, and in case of the Failure of the whole of the said Trustees, without substituting others in their Room, then, upon the Application of the Heir of Entail in possession for the Time being, if of lawful Age, and if in Minority, upon the Application of his Tutors or Curators, to appoint and elect any other fit Person or Persons to be a Trustee or Trustees for the Purposes aforesaid in the Place and Stead of them the said Trustees, or such of them, or of such Trustee or Trustees so to be elected, as shall die, or be desirous to be discharged from or shall become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given, and so from
Time

New Trustees may be substituted for those herein appointed.

Time to Time as often as there shall be occasion; and so often as any new Trustee or Trustees shall be appointed as aforesaid all and whole the said Lands and others described in the said Schedule (B.) hereunto annexed, and hereby vested in the said Sir *Francis Walker Drummond*, *Archibald Hope*, *Alexander Monypenny*, *James Dalgleish*, and *James Renton*, in Trust as aforesaid, and all Sums of Money in Bank, or due or belonging to the said Trustees, shall thereupon become legally and effectually vested in the surviving Trustee or Trustees and such new Trustee or Trustees, or wholly in such new Trustees, as the Case may require, and the Survivors or Survivor of them, and the Heirs of such Survivor, upon the Trusts, and to and for the same Uses, Intents, and Purposes, and with, under, and subject to all the Powers and Authorities by this Act given and declared; and the Act and Decree of the said Court of Session appointing new Trustees, and vesting in them the said Lands and Estates and Sums of Money as aforesaid, shall be registered in the General or Particular Register of Seisins kept at *Edinburgh*.

Majority of Trustees to be a Quorum.

XI. 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.

Trustees may appoint Factors.

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

Each Trustee only liable for his own Acts.

XIII. 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 happens 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 or be put to in the Exercise or Performance of the Trust hereby reposed in him or them, or in any Manner in relation thereto.

Trustees may let the Lands while they remain unsold.

XIV. And be it enacted, That from and after the passing of this Act it shall and may be lawful to the said Trustees or their foresaids, so long as the said Lands contained in the said Schedule (B.) hereunto annexed

annexed shall remain unsold, from Time to Time to let the same, or any Part or Parts thereof, with the Consent and Approbation of the Heir in possession of the said Entailed Estate for the Time, or of his or her Tutors or Curators, upon a Lease or Leases for such Term of Years, for such Rent or Rents, and upon such Conditions as to the Trustees, with Consent foresaid, shall seem reasonable.

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

Costs of Acts and Proceedings in the Court of Session to be taxed.

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

General Saving.

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.

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

SCHEDULE (A.) referred to in this Act;

Being the Fee Simple Lands proposed to be added to the Entailed Estate.

The Lands of Kidlaw and Bellsbank, extending to One hundred and forty Imperial Acres, the yearly Rent whereof is	-	-	-	-	-	£141	5	6
Deduct public Burdens	-	-	-	-	-	4	2	0
						<hr/>		
					Net yearly Value	£137	3	6
						<hr/>		

These Lands are surrounded by the Entailed Estate, except at a small Corner. They are let on Lease along with the Entailed Lands of Kidlaw. The Farm Offices and Thrashing Mill, for both entailed and unentailed Lands, are upon the Fee Simple Lands. The Fields have been inclosed and subdivided without regard to the Lands being entailed or unentailed. To alter the Inclosures and Subdivisions would be injurious to the Entailed Estate; and if that Measure were insisted on by a Proprietor of the Fee Simple Lands, and a March Fence or Dyke erected between the entailed and unentailed Lands, the Loss and Expence to the Entailed Estate would be very great. Under these Circumstances the Value of Fee Simple Lands is estimated at

£4,715 5 0

James M. Melville.
Thomas Lawrie.

SCHEDULE (B.) referred to in this Act;

Being the Lands proposed to be vested in Trustees.

	Imperial Acres.	Rental.	Estimated Value.
1. Leehouses	- 288.811		
2. The Lands called Tanry and Merry Butts, and those Parts of the Fields called Shed Park, Hardrigs, and Bentyknowes, lying to the North of a straight Line drawn from the North-east Corner of Blindwell Park to the South-west Corner of Merry Butts	- 30.684	£394 15 11	
3. Those Parts of the Pasture Lands of Kidlaw and Long Newton, lying to the South of a straight Line from the South-west Corner of Ackeside Plantation, Eastward, to the Stream which forms Kidlaw Burn, and thence Southward on the West of the said Stream, and of Eastgrain Burn	- 681.732	96 3 3	
		<hr/>	
		£490 19 2	
Deduct Burdens, Minister's Stipend, School Salary, Cess, et cetera		62 0 0	
		<hr/>	
		£428 19 2	
Twenty-eight Years Purchase whereof is	-	-	£12,010 16 8

James M. Melville.
Thomas Lawrie.

SCHEDULE (C.) referred to in this Act;

Being the additional Lands upon the Security of which Money is authorized to be borrowed.

	Imperial Acres.	Yearly Rent.
Long Newton and Latch	- 1229.96	£400 0 0
Deduct Portion of Long Newton contained in Schedule (B.)	- 231.94	32 3 6
	<u>998.02</u>	<u>367 16 6</u>
Deduct public Burdens	- - -	45 0 0
		<u>£322 16 6</u>

James M. Melville.
Thomas Lawrie.

SCHEDULE (D.) referred to in this Act;

Being the Sums expended in Improvements upon the Entailed Estate of Newton.

1. Sums expended from One thousand seven hundred and ninety-seven to One thousand eight hundred and thirteen, the Vouchers whereof are recorded in the Sheriff Court Books of the County of Haddington	- -	£5,114 18 9½
2. Sums expended subsequently to One thousand eight hundred and thirteen, the Vouchers whereof have not been recorded	£3,735 17 4	
But from which is struck off, for the Benefit of the Entailed Estate	- 400 16 1½	
	<u>3,335 1 2½</u>	
Amount of restricted Expenditure	-	£8,450 0 0
Three Fourths whereof	-	£6,337 10 0

James M. Melville.

SCHEDULE (E.) referred to in this Act ;
Being a List of the Debts secured upon the Fee Simple Lands.

Creditors.	Date of Loan.	To what Time Interest paid.	Principal.		
			£	s.	d.
Honourable Mrs. Douglas.	July Twenty-fourth, One thousand eight hun- dred and one.	November Eleventh, One thousand eight hun- dred and forty.	400	0	0
William Moray Stirling, Esquire.	May Twenty-second, One thousand eight hun- dred and five.	Ditto -	500	0	0
Miss Prestell -	June Fifth, One thou- sand eight hundred and ten.	November Twenty-ninth, One thousand eight hundred and forty.	500	0	0
Ditto - -	February Twentieth, One thousand eight hun- dred and seventeen.	Ditto -	300	0	0
Trustees of Mr. and Mrs. Kilgour.	June Seventeenth, One thousand eight hun- dred and fifteen.	June Twenty-third, One thousand eight hun- dred and forty.	600	0	0
Mrs. Turnbull -	February Twenty-ninth, One thousand eight hundred and seventeen.	February Second, One thousand eight hun- dred and forty-one.	2,000	0	0
Dr. Dickson -	Ditto - -	February Second, One thousand eight hun- dred and forty.	400	0	0
			4,700	0	0

James M. Melville.

SCHEDULE (F.) referred to in this Act ;

Being a List of Debts due by the said Richard Hay Newton other than those secured over the Fee Simple Lands, and by Heritable Annuities upon the Entailed Estate, and the Balance due to the Trustee and Cashiers under the Trust.

Names of Creditors.	Nature of Security.	Debts.		
		£	s.	d.
Sir Francis Walker Drummond, Baronet -	Bond - -	1,925	0	0
Messieurs Walker and Melville, W. S. -	Ditto - -	1,000	0	0
James Walker, Esquire, Advocate -	Ditto - -	1,480	0	0
James Hope, Esquire, W. S. -	Ditto - -	582	0	0
Marquis of Tweeddale -	Ditto - -	1,875	0	0
William Waring Hay, Esquire -	Bills - -	720	0	0
John Steuart Hay, Esquire (in Relief) -	Ditto - -	1,500	0	0
George Turnbull, Esquire, W. S. -	Account - -	263	9	3
Messieurs Mackenzie and Monypenny -	Ditto - -	260	0	0
Executors of the Reverend M. Innes -	Acknowledgment -	109	18	1
Samuel M'Morine -	Ditto - -	109	16	4
John Connell, Esquire, London -	Cash advanced -	127	12	8
Sundries for Arrears of Interest, et cetera -	- -	300	0	0
		10,252	16	4

James M. Melville.