



ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. 21.

An Act to enable the Trustees of *Hugh Montgomerie of Skelmorlie, Earl of Eglinton*, deceased, to sell a Part of the Trust Estates, in order to extinguish the Debts left by the said Earl which affect or may be made to affect the said Estates. [27th June 1834.]

WHEREAS *Hugh Montgomerie of Skelmorlie, Earl of Eglinton*, deceased, did, upon the Seventh Day of *March* in the Year One thousand eight hundred and fourteen, execute a Trust Disposition and Settlement, which is registered in the Books of Council and Session the Twenty-seventh Day of *December* in the Year One thousand eight hundred and nineteen, whereby, upon a Narrative of his being anxiously desirous that his Lands and Estates should be freed and disencumbered of all Debts, and that the same should be enjoyed by those who were to succeed to his Title and Honours, he gave, granted, and disposed to and in favour of *William Mure Esquire, of Caldwell, Colonel William Kelso of Dankeith, Alexander West Hamilton Esquire, Second Son of John Hamilton of Sundrum, William Parker Esquire, of Assloss, Banker in Kilmarnock, John Anderson, Writer to the Signet, and George Russell, Writer to the Signet, and to the Survivors or Survivor of them, and to such other Person or Persons as might thereafter be assumed by them in virtue of the Powers therein-after granted, and in case of the*

Trust Disposition and Settlement of Hugh Earl of Eglinton, 7th March 1814.

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Death,

Death, Not-acceptance, or Resignation of the said *John Anderson*, did thereby substitute and appoint *Samuel Anderson*, Writer in *Edinburgh*, his Second Son, to be a Trustee in his Stead, but in Trust for the Purposes therein and herein after mentioned, and under a Declaration that in the Execution of the said Trusts a Majority of the said Trustees should at all Times be a Quorum, all and sundry the Lordships, Baronies, Earldom, and others under specified, *videlicet*, all and whole the Lands, Lordship, and Earldom of *Eglinton*, extending to a Forty Merk Land of old Extent, with the Castle, Tower, Fortalice, Mills, Multures, Woods, Fishings, Dovecots, Cunningaries, Advocation, Donation, and Right of Patronage of the Chaplainry of *Saint Wissain*, situated within the said Earldom, as often as the same should happen to be vacant, with Tenants, Tenandries, and Services of Free Tenants, with all the Pertinents of the same, lying within the Bailyary of *Cunninghame* and Sheriffdom of *Ayr*, with the heritable Offices of the Bailyary of *Cunninghame* and Chamberlainry of *Irvine*, and the Office of Coroner of all the Lands lying within the Bounds of *Cunninghame*, as well within as without the Burgh, as well Spiritual as Temporal, with all and sundry the Fees, Duties, and Pertinents belonging to the said Offices, so far as the said Offices were not then by Law abolished; all and whole the Lands, Lordship, and Barony of *Eagleshame*, extending to an Hundred Merk Land of old Extent, with the Castle, Tower, and Fortalice of *Polnoon*, with Mills, Multures, Woods, Fishings, Tenants, Tenandries, and Services of Free Tenants, Advocation, Donation, and Right of Patronage of the Parish Church, Parsonage, and Vicarage of *Eagleshame*, and Office of Clerkship of the same, lying within the Sheriffdom of *Renfrew*; all and whole the Lands and Lordship of *Ardrossan*, with Castles, Towers, Fortalices, Woods, Dovecots, Cunningaries, Coals, and Fishings of *Salt Craigs*, and a Stone of White Wax yearly to be uplifted out of the Lands of *Montfodd*, the Lands of *Easter Craigs*, with the Fishings above *Easter* and *Wester Saltcoats*, with Mills, Multures, Advocation, Donation, and Right of Patronage of the Chaplainries of *Saltcoats* and *Busby*, together with an annual Rent of Five Pounds yearly to be uplifted out of the Lands of *Martinier* of the said Chaplainry, with the Right of Patronage of the Altar of the Blessed Virgin *Mary*, situated within the Church of *Ardrossan*, and the Donation of an annual Rent of Five Merks yearly to be uplifted out of the Lands of *Barr* of the Altar of *Saint Peter* founded within the said Church of *Ardrossan*, with the Office of Clerkship of the said Parish Church, with Tenants, Tenandries, and Services of Free Tenants, and all the Pertinents of the same, extending in whole to an Hundred and Twenty Pound Land of old Extent lying within the Bailyary of *Cunninghame* and Sheriffdom of *Ayr*; and also all and whole the Twenty Merk Land of *Kersland*, with Houses, Biggings, Yards, Orchards, Parts, Pendicles, and Pertinents thereof; all and whole the Lands and Lordship of *Robertown*, extending to a Forty Pound Land of old Extent (excepting the Forty-six Shilling Eight Penny Land thereof belonging heritably to the Laird of *Hunterstown*, and the Five Merk Land thereof belonging to the Laird of *Pearstown*), with the Tower, Fortalice, Mills, Multures, Woods, Dovecotes, Coals, Salmon Fishings, Tenants, Tenandries, Services of Free Tenants,

Tenants, and Pertinents of the said Lands of *Robertown*, lying within the Bailiary and Sheriffdom foresaid; all and whole the Ten Merk Land of old Extent of *Langshaw*, with Mills, Multures, Manor Place, Fishings, Tenants, Tenandries, and Services of Free Tenants, and Pertinents thereof, with the Advocation, Donation, and Right of Patronage of the Chaplainry of the Blessed Virgin *Mary* situated within the said Lands, with the Pertinents thereof, lying within the Bailiary and Sheriffdom foresaid; all and whole the Five Merk Lands of old Extent of *Gallowberries*, with the Pertinents thereof; all and whole the Five Merk Lands of old Extent of *Crivach Montgomery*, with the Fortalice, Mill, Multures, Mansions, Woods, Fishings, Tenants, Tenandries, and Services of Free Tenants, and Pertinents thereof; all and whole the Twenty-one Merk Land of old Extent of *Dreghorn*, with the Fortalice, Mansions, Mills, Multures, and Salmon Fishings, Tenants, Tenandries, and Services of Free Tenants, Advocation, Donation, and Right of Patronage of the Office of Clerkship of the Parish Church of *Dreghorn*, with the Pertinents, lying within the Bailiary and Sheriffdom foresaid; all and whole the Twenty Shilling Lands of old Extent of *Snodgrass Montgomery* and *Bartonholme*, with Mansions, Mills, Multures, Fishings, Cunningaries, Tenants, Tenandries, and Services of Free Tenants, with the Pertinents thereof; all and whole the annual Rent of Four Chalders of Oatmeal and One Stone of Pepper yearly, to be uplifted and taken out of the Ten Pound Lands of *Staine* and *Bourtreehill*, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr*; all and sundry the Lands and Lordship of *Giffen*, extending to an Hundred Merk Land of old Extent, with the Tower, Fortalice, and Manor Place of *Heaslehead Mill*, and Water-gang thereof, and with all other Mills, Multures, Fishings, Tenants, Tenandries, and Services of Free Tenants, Advocation, Donation, and Right of Patronage of the Office of the Parish Church of *Beath*, Annexis, Connexis, Parts, Pendicles, and Pertinents thereof, lying within the Bailiary of *Kyle Stewart* and Sheriffdom of *Ayr*; all and whole the Lands of *Heichail* and *Ramshead*, lying

; all and whole the Five Merk Lands of old Extent of *Nether Auchindrain*, lying near the Bridge of *Doon*, with the Mansions, Fortalices, Mills, Multures, and Fishings of the same upon the Water of *Doon*, and Pertinents thereof, lying within the Earldom of *Carrick* and Sheriffdom of *Ayr*; all and whole the Twenty-one Pound Six Shilling and Eight Pennys Land of old Extent of *Lockrainsy* and *Sannox*, with the Tower, Fortalice, Mills, Multures, Mansions, Woods, Fishings, Tenants, Tenandries, and Services of Free Tenants of the same, with the Pertinents thereof, lying in the Island of *Arran*; all and whole the Twenty Pound Lands of old Extent of *Eastwood*, with the Tower, Fortalices, Manor Place, Mansions, Mills, Multures, Woods, Fishings, Advocation, Donation, and Right of Patronage of the Office of Clerkship of the Parish of *Eastwood*, with the Pertinents, lying within the Barony of *Renfrew* and Sheriffdom thereof; all and whole the Five Merk Land of old Extent of *Newlands*, the Six Merk Lands of old Extent of *Langside*, the Five Merk Lands of old Extent of *Tankerlands* and *Merrylie*, with Mansions, Mills, Multures, Fishings, Tenants, Tenandries, and Services of Free Tenants, and Pertinents thereof, lying within the Lordship of
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Cathcart and Sheriffdom of *Renfrew*; all and whole the Five Merk Lands of old Extent of *Little Caldwell*, with the Tower, Fortalice, Mansion, and Pertinents thereof; all and whole the Two Merk Lands of old Extent of *Cochranslie*, with all the Pertinents of the same, lying within the Sheriffdom of *Renfrew*; all and whole the Ten Pound Lands of old Extent of *Bonnytown*, and Five Pound Lands of old Extent of *Piltown*, with Mansions, Woods, Mills, Multures, Fishings, and Pertinents of the same, whatsoever, lying within the Sheriffdom of *Edinburgh* and by Annexation within the said Barony and Sheriffdom of *Renfrew*; all and whole the Lands of *Horsecraigs* alias the Island of *Silcraigs*, with the Pertinents of the same, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr*, with the whole Pendicles and Pertinents whatsoever belonging to the said Lands, Lordship, Baronies, and others above written; all and whole the Twenty-six Shilling Eight Penny Lands of *Bogside*, with Tenants, Tenandries, and Services of Free Tenants, and Pertinents of the same; all and whole the Two Merk Lands of *Muir House*, and Salmon Fishings upon the Water of *Irvine*; all and whole the One Merk Land of *Hallythorns*, with the whole Parts, Pendicles, and Pertinents of the same, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr* foresaid, and likewise all and whole the Ten Pound Lands of *Staine*, with the Tower, Fortalice, Manor Place, Houses, Biggings, Yeards, Orchyards, Tenants, Tenandries, and Services of Free Tenants, Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Bailiary of *Cunninghame* and Sheriffdom foresaid; all and whole the Ten Pound Lands of old Extent of *Easter* and *Wester Scotstown*, with Manor Place, Yeards, Orchyards, Mills, Multures, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Barony and Sheriffdom of *Renfrew*, and also all and whole the Ten Merk Land of old Extent of *Kilbride*, and the Five Merk Lands of old Extent of *Peacock Bank*, the Five Pound Land of *Millstane Flatt*, with Houses, Biggings, Yeards, Mills, Multures, Annexis, Connexis, Tenants, Tenandries, and Services of Free Tenants thereof, Parts, Pendicles, and Pertinents of the same, lying within the Bailiary of *Cunninghame*; all and whole the Ten Merk Lands of old Extent of *Garveskhills*, *Fulwood*, and *Auchintiber*, the Twenty Shilling Land of *Whitelie*, the Four Merk Land of *Over Bordland* and *Struther*, with Houses, Biggings, Yeards, Mills, Multures, Annexis, Connexis, Tenants, Tenandries, and Services of Free Tenants of the same, lying within the Bailiary of *Cunninghame*; all and whole the Two Merk Lands and Half Merk Land of *Kirkwood*, with the Mills, Multures, Chaplainry, and Lands thereto belonging, Houses, Buildings, Yeards, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Parish of *Stewartown* and Bailiary of *Cunninghame*, which sometime belonged to the deceased Mr. *Gavin Blair* of *Auldmuir*; and also all and whole the other Two Merk Lands and Half Merk Land of the said Lands of *Kirkwood* called *Kirkwood Nevine*, with Houses, Buildings, Yards, Annexis, Connexis, Tenants, Tenandries, and Services of Free Tenants, Parts, Pendicles, and Pertinents of the same whatsoever lying within the Parish of *Stewartown* and Bailiary of *Cunninghame*; all and whole the Two Merk Lands and Half Merk Land of *Craiglie*, with the Privilege in the Commonty of *Larges*,
with

with Houses, Buildings, Yards, Annexis, Connexis, Tenants, Tenandries, and Services of Free Tenants, Parts, Pendicles, and Pertinents of the same, lying within the Parish of *Larges* and Bailiary of *Cunninghame*, and likewise all and whole the Commony of *Larges*, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr*, with free Ish and Entry to the same; and in like Manner all and whole the heritable Right and Office of Sheriff Principal of the Barony and Sheriffdom of *Renfrew*, with all Fees, Dues of Court, Escheats, Amerciaments, Immunities, Casualties, Honours, Dignities, Jurisdictions, Privileges, and others whatsoever pertaining and belonging, or which shall be known to pertain and belong to the said Right and Office during the Not-redemption of the same, and the Not-payment of the Sum of Five thousand Pounds Sterling, and Interest thereof, for the said heritable Right and Office of Sheriff Principal of the said Barony and Sheriffdom of *Renfrew*, and heritable Right and Office of heritable Bailie of the Regality of *Paisley* respectively; all and whole the heritable Right and Office of heritable Bailie of the Regality of *Paisley*, under the Provisions and Restrictions contained in the Infestments of the deceased *Hugh Earl of Eglinton*, and his Authors and Predecessors, together with all Fees, Dues of Court, Escheats, Amerciaments, Immunities, Casualties, Honours, Dignities, Jurisdictions, Privileges, Liberties, and others whatsoever pertaining and belonging, or that shall be known to pertain and belong to the said Right and Office during the said Not-redemption of the same, and Not-payment of Five thousand Pounds Sterling Money, and Interest thereof, for the said Right and Office of Sheriff Principal of the said Barony and Sheriffdom of *Renfrew*, and this only in so far as the said heritable Offices of Sheriff of the Sheriffdom of *Renfrew*, and Bailie of the Regality of *Paisley*, were not then abolished by Law; which whole Lands, Earldoms, Lordships, Baronies, Offices, Commony of *Larges*, annual Duties or annual Rents, Castles, Towers, Fortalices, Mills, Multures, Woods, Fishings, Cunningaries, Dovecotes, Islands, Advocations, Donations, and Rights of Patronage, Tenants, Tenandries, and Services of Free Tenants, Annexis, Connexis, and others particularly and generally above written, with the whole Parts, Pendicles, and Pertinents, together with the Five Merk Lands of old Extent of *Little Cumray*, with Towers, Fortalices, Mills, Multures, and other Pertinents of the same, lying in the Sheriffdom of *Bute*, and the Four Merk Lands of *Wright Hills*, and with the annual Rent of Fifty Shillings yearly, uplifted forth of the Lands of *Drumdown*, lying in the Parish of *Ochiltree* and *Kingskyle*, and Lands of *Poldraitt*, lying in the Sheriffdom of *Linlithgow*, as also with the Forty Shilling Lands of the Vicar's Lands of *Dreghorn* commonly called the Church Lands of *Dreghorn*, with the Commony in the Muir adjacent thereto, and Pertinents thereof, lying in the Bailiary of *Cunninghame* and Sheriffdom of *Ayr*, together with the Citydale lying near the Burgh of *Ayr*, built by the late Usurper, with the Magazine Houses, Churches, and all other Pertinents of the same, holden of the King, were united, annexed, created, and incorporated into one whole and free Earldom called the Earldom of *Eglinton*, and One Sasine to be taken at the Castle of *Eglinton* was ordained to be a sufficient Sasine for all and sundry the Lands, Earldom, Lordships,

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Baronies,

Baronies, Commony of *Larges*, Offices, annual Rents, Castles, Towers, Fortalices, Mills, Multures, Woods, Fishings, Cunningaries, Dovecotes, Coals, Islands, Advocations, Donations, and Rights of Patronage, Tenants, Tenandries, and Services of Free Tenants, Annexis, Connexis, and others particularly and generally above written, with the whole Parts, Pendicles, and Pertinents, without any other different or particular Sasine to be taken at any other Part or Parts thereof, notwithstanding that the same do not lie contiguous, conform to a Charter and Infeftments of the same granted to the deceased *Alexander* Earl of *Eglinton* by King *Charles* the Second, under the Great Seal, of Date the Twenty-ninth Day of the Month of *February* One thousand six hundred and seventy-nine Years (excepting always the Eight Pound Lands of *Lochliboside* and *Hartfield*, belonging to Sir *Robert Montgomery* of *Skelmorlie*), and all which Lands, Earldom, Lordships, Baronies, Offices, annual Rents, and other Heritages particularly above-written were contained in a Charter from the Prince of *Wales* in favour of the deceased *Alexander* Earl of *Eglinton*, dated the Twenty-second Day of *June* One thousand seven hundred and thirty-two Years, as also all and sundry the Lands, Lordships, Baronies, and others underwritten, with the Pertinents, *videlicet*, all and whole the Lands, Lordship, and Barony of *Kilwinning*, comprehending therein all and whole the Lands, Baronies, and others particularly under specified, *videlicet*, the Lands of *Over Auchintibber*, *Middle Auchintibber*, and *Nether Auchintibber*, the Lands of *Clonbeith* *Seven Aikers*, with the Miln and Miln Lands thereof, *Gooseloan*, *Monkriding*, *Hullerhill*, *Gilcraigs*, *Gatemureland*, *Bannoct*, *Ardoches*, *Over and Nether Cassillands*, *Moss Culloch*, *Pattertown*, and *Tyscroft*, *Bridgend* of *Kilwinning*, *Easter* and *Wester Corsehills*, *Smeithstounes*, *Over and Middle and Nether Montcastle*, *Over and Nether Auchonsaivie*, *Dalgarvan*, *Kirklands*, *Auchenkist*, *Over and Nether Auchenyards*, *Whithurst*, *Over and Nether Douray*, *Doct-Keon*, *Muresyde*, *Dubs*, *Toddhoills*, *Dalga*, *Walkerstoune*, *Longford*, *Over and Nether Mains*, *Darnbag*, *Beg*, *Blacklands*, *Robertlands*, *Faulds*, *Byreloane*, *Groat-holme*, with the Corn and Waulk Mills thereof; *Byrehills*, *Auchinmaddes*, *Ultermure* of *Auchmaddes*, the Corn Mill of *Kilwinning*, the Mill Lands and astricted Multures of the same, the Mill called *Craigmill*, the Mill Lands and astricted Multures of the same, *Brumbutt* and *Buttmeadow*; all and whole the Lands and others underwritten, acquired by the deceased *Hugh* Earl of *Eglinton* from *Cunninghame* of *Montgrennan*, *videlicet*, all and whole the Salmon Fishings and other Fishings upon the Water of *Garnock*, with the Cruives of the same; all and whole the House and Gardens in *Byreloan*, and Lands called *Byreflatt*, *Barnyard*, *Bog*, *Bogward*, *Stable Croft*, and *Brumbutt*, the *Round Meadow*, and *Long Meadow*, sometime possessed by *Robert Montgomery*, the Lands of *Prior's Meadow* and *Parson Fauld*, sometime possessed by *Helen Calderwood*, the Lands of *Corsehill* sometime possessed by *Robert Erwing*, *John Wilson*, *William Lin*, and *John Cunninghame*; all and whole that House and Yeard and One Acre of Land in *Byres* sometime possessed by *John Cunninghame*, the Half Merk Land of *Templelands*, which belonged heritably to *David Montgomery* of *Langshaw*; all and whole the Lands and Barony of *Beith*, containing the Lands under-written, *videlicet*, the Lands of *Threepwood* and *Ultermure*, *Barcraig*, *Brownmure*, with the

the Corn Mill of *Beith*, Mill Lands and astricted Multures of the same, the Mains under the Kirk of *Bigholme*, *Buckbank*, *Grangehill*, *Boigside*, *Boighall*, *Hall Croft*, *Hoods Yeard*, *Crammock*, *Woodside* and *Turnerland*, *Mainsmure*, *Mainsniell*, *Mainshill*, *Morrishill*, *Pederland*, *Braickenhills*, *Bellscarsy*, *Kirkhouse*, *Marshall*, and *Crawfield*, *Netherholme* of *Beith*, *Overhill* of *Beith*, *Chappellands* of *Kilbryde*, *Willieyard*, and Church Lands of *Beith*, the Church Lands of *Dalray*, the Lands of *Strands*, *Braidlie*, *Monkisdail*, the Lands of *Bogside* near the Burgh of *Irvine*, the Lands of *Prestwick*, *Southheugh*, and *Lambroughton*, the Church Lands of *Dreghorn*, *Templeland*, *Stevenstown*, Croft of *Eglinton* alias *Frisselhill*, the Church Lands of *Kilmarnock*, the Lands of *Grange*, *Monklands*, *Shirmelands*, the Lands of *Lyon Cross*, the Kirkland of *Kilbryde*, the Church Lands of *Ardrossan*, the Church Lands of *Stevenstown*, the Church Lands of *Pierstown*, the Church Lands of *Dunlop*, the Church Lands of *Kilbirnie*, the Church Lands of *Lowdown*, the Church Lands of *Dumbarton* and *Kilmichael Harnock*, with all and sundry other Lands, and annual Rents, Mills, Woods, Fishings, and others whatsoever which formerly pertained to the Temporality of the Abbacy of *Kilwinning*, the Feu Farms and Duties of the same, with Towers, Fortalices, Manor Places, Houses, Buildings, Yeards, Orchyards, Mills, Woods, Multures, Fishings, Forests, Meadows, and Fishings of Salmon and other Fishings, Tenants, Tenandries, and Services of Free Tenants thereof, and other Pertinents of the same whatsoever, wherever the same lie within *Scotland*, which pertained of old to the said Abbacy of *Kilwinning*, as the Temporality, Patrimony, and Property of the same; all and whole the Manor Place of *Kilwinning* Monastery, or Abbacy of the same, were designed of old, with all and sundry Houses, Biggings, Yeards, Orchyards, Dovecotes, Lands, Acres, and other Commodities and Pertinents whatsoever, lying within the Closure of the said Abbacy of *Kilwinning*, with the Advocation, Donation, and Right of Patronage, with the Teinds, Parsonage, Vicarage of the Parish Churches of *Kilwinning*, *Pierstown*, *Irvine*, *Ardrossan*, *Kilbryde*, *Kilbirnie*, *Beith*, and *Dunlop* respectively; and likewise all and sundry the Church Lands underwritten; *videlicet*, all and whole the Church Lands of the Vicarage of *Ardrossan*, with Houses, Buildings, Yeards, Tofts, Crofts, Parts, Pendicles, and Pertinents whatsoever (excepting and reserving to the Minister of the said Church for the Time, and his Successors, Four Acres thereof, called the Glebe, with the Manse), lying within the Parish of *Ardrossan*, Bailyary of *Cunninghame*, and Sheriffdom of *Ayr*; all and whole the Vicarage, Church Lands, and Glebe of *Dreghorn*, with all the Pertinents of the same, lying within the Territory of the Town of *Dreghorn*, Bailyary and Sheriffdom foresaid (excepting and reserving to the Minister of the Church of *Dreghorn* Four Acres of the said Church Lands next adjacent to the Entry of the Kirkyard, on the South Side of the same, lying and designed according to the Acts of Parliament, with Mansion House and Yeards included in the said Four Acres); all and whole the Ten Shilling Land of old Extent of *Muresyde*, with the Pertinents, lying within the Parish and Regality of *Kilwinning*, Bailyary and Sheriffdom aforesaid; all and whole the Church Glebe of the Vicarage of *Stewarton*, extending to a Forty Shilling Land of old Extent, with the Pertinents, contiguous to and sur-

surrounding the Kirkyeard between the Lands of *Cockilbie* on the East, South, and North, and the Lands of *Millstainflatt* on the West; all and whole the Six Shilling Eight Penny Lands called *Kirkhill*, lying amongst the Lands of the Town of *Kilbride* in the Parish of *Stewarton*, on all Parts within the Bailiary and Sheriffdom foresaid, with all the different Parts, Pendicles, and Pertinents of the same, reserving nevertheless to the Vicar of the said Church and his Successors for the Time being the Manse, with Houses, Buildings, Yards, Orchyards, and Loan, and the Braes lying contiguous to the said Yeard and Manse; all and whole the Lands called *Hameing* otherwise *Little Ward*, *Meikle Yeard* called *Staineflatt Bein Yeard*, with the *Littleyeard* lying contiguous to the Yeard of the deceased Master *James Brown Monk*; and also all and whole the said Tower, Houses, and Buildings situated within the Bounds under written, *videlicet*, the Tower, Houses, and Buildings situated and lying on the West Side of the Lands of *Bein Yards* and *Little Yards*, together with the Little Yard on the North Side of the said Tower, Houses, and Buildings lying at the Little Yeard of the deceased *Alexander Coupar* of *Bridgend*, with all and sundry Pendicles and Pertinents thereof, sometime possessed by *Robert Hamilton* of *Dalserf*, and his Subtenants, lying within the Parish and Regality of *Kilwinning*, Bailiary and Sheriffdom foresaid; all and whole the Eleven Shilling Lands of old Extent of *Dalga*, with the Pertinents, lying within the Parish, Regality, Bailiary, and Sheriffdom foresaid; all and whole the Office of Justiciary, Chamberlainry, and Bailiary, so far as the same are not by Law abolished, of all and sundry the Lands and Monastery of *Kilwinning* and Regality thereof, whole Lands and Baronies of *Kilwinning*, *Beith*, *Kilmarnock*, *Lyancross*, and *Dalry*, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr* and *Renfrew* respectively, and of all and sundry the other Lands of the said Monastery, wherever the same are and lie within *Scotland*, with all and sundry Fees, Duties, Casualties, Privileges, Liberties, and Commodities whatsoever belonging to the said Offices, according to the Infestments formerly granted to the Earls of *Eglinton*; all and whole the Twenty Shilling Lands of old Extent of *Wester Bridgend Kilwinning*, with Houses, Buildings, Yards, Orchyards, Banks, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Parish and Regality of *Kilwinning*, which formerly pertained to the deceased *John Coupar* of *Wester Bridgend*; all and whole the Twenty-five Shilling Lands or thereby called *Garlands Lands*, *Barrislands*, the Thirteen Shilling Four Penny Lands of new Extent of *Nether Mains* of *Kilwinning* called *Blacklands*, and the Twenty Shilling Lands of new Extent of the Lands of *Corsehill Kilwinning*, with all and sundry Houses, Buildings, Yards, Banks, Orchards, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsoever, which formerly pertained to the deceased *John Coupar* of *Wester Bridgend*, lying within the Parish and Regality of *Kilwinning*, Bailiary and Sheriffdom foresaid; all and whole that great Tenement or House, then ruinous, commonly called *Abbotsmuir*, Part of the said Abbacy of *Kilwinning*, with the Yeard and Two Tilling Riggs following the same, lying within the Burgh of *Irvine*, on the East Side of the High Street thereof, betwixt the Tenement called the

the *Laplie*, pertaining to the Earl of *Eglinton*, on the North, and the Tenement of *John Guthrie*, late Provost, on the South; which whole Lands and others above-written are all Parts and Pertinents of the said Abbacy and erected Lordship of *Kilwinning*, excepting always the Eight Pounds Lands of *Lochliboside* and *Hartfield*, which pertained to the deceased Sir *Robert Montgomerie* of *Skelmolie*, and were held by him of the Prince and Steward of *Scotland*; all which Lands and Lordship of *Kilwinning*, comprehending the Lands, Baronies, Offices, Advocations, Donations, and Rights of Patronage of the Parish Churches above mentioned, and others particularly and generally above-written, with the whole Parts, Pendicles, and Pertinents foresaid, are erected into One whole and free Lordship to be called the Lordship of *Kilwinning*, and the Manor Place of *Kilwinning* was decerned and ordained to be the principal Messuage of the said Lordship, and One Sasine to be taken at the said Manor Place of *Kilwinning* was declared to be a valid and sufficient Sasine for all and sundry the said Lands, Lordship, Baronies, Offices, Advocations, Donations, and Rights of Patronage, Parsonage and Vicarage, of the said Parish Churches, and others particularly and generally above-written, erected as said is into One Lordship conform to the Charter of the said Lands and others above mentioned, made and expedite under the Great Seal in favour of the said deceased *Alexander* Earl of *Eglinton* (therein designed Lord *Montgomerie*), of Date the Ninth Day of the Month of *February* One thousand six hundred and seventy-seven Years; and likewise all and whole the Five Merk Lands of old Extent of *Little Cumray*, with Tower, Fortalice, Manor Place, Mills, Multures, Woods, Fishings, Cunnigaries, Tenants, Tenandries, and Services of Free Tenants of the same, and all the Pertinents thereof, lying within the Sheriffdom of *Bute*; all and whole the Four Merk Lands of *Wright Hills*, and annual Rent of Fifty Shillings yearly upliftable forth of the Lands of *Drumdown*, lying within the Parish of *Ochiltree* and *Kingskyle*, and forth of the Lands of *Poldraitt*, with the Pertinents of the same lying within the Sheriffdom of *Linlithgow*; all and whole the Forty Shilling Lands of the Vicar's Lands of *Dreghorn*, commonly called the Church Lands of *Dreghorn*, with Commonty on the Muir thereto adjacent, and Pertinents of the same, lying within the Bailiary of *Cunninghame* and Sheriffdom of *Ayr* foresaid; and also the Citadel lying near the Burgh of *Ayr*, built by the late Usurpers, with Houses, Magazine Houses, Church, and all other Houses, Buildings, Workhouses, Walls, Roofs, Smiddies, Stones, Precincts, the Haven and Port, Parts, Pendicles, and Pertinents of the same whatsoever, belonging to the same, or which might be known to pertain to the same, within or without the Bounds of the same, or which were possessed or acquired by the Usurpers within the whole Bonds of the said Citadel or thereto adjacent, of whatever Name and Designation the same are, with free Ish and Entry to the same, together with all Sums of Money which the Burgh of *Ayr* or Community of the same is bound to pay, or which they received from the said Usurpers for the said Magazine Houses, if the same should have been evicted from the deceased *Archibald* Earl of *Eglinton* and his Predecessors, and which Citadel, Magazine Houses, Church, and

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others above written were united, annexed, and incorporated into One whole and free Barony, Regality, and Burgh of Regality called the Barony Regality and Burgh of Regality of *Montgomeryestown*, with free Chappell and Chancellary, together with all other Privileges, Liberties, Immunities, and others belonging to the said Citadel, and particularly contained in the Charter and Infestment of the same granted by King *Charles* the Second to the deceased *Hugh* Earl of *Eglinton*, under the Great Seal, of Date the
Day of the Month of One thousand six hundred and sixty Years; and all which Lands and Lordship of *Kilwinning* and others last above mentioned are contained in a Charter from His Majesty King *George* the Second, under the Great Seal of *Scotland*, in favour of the deceased *Alexander* Earl of *Eglinton*, dated the Twelfth Day of *February* One thousand seven hundred and thirty-two, and by which Charter it is declared that One Sasine to be taken by the deceased *Alexander* Earl of *Eglinton*, and his Heirs of Tailzie and Substitutes therein mentioned, then and in all Time coming, at the Mansion Place of *Kilwinning*, or upon the Ground of any Part of the said Lands, Lordships, and Barony of *Kilwinning*, or said other Lands, by Delivery of Earth and Stone, without any other Symbol whatever, should be as valid and sufficient Sasine for the whole Lands, Lordships, Baronies, Teinds, Patronages, Citadel, Miltures, Woods, Fishings, heritable Offices and Jurisdicions above mentioned, with the Pertinents, as if a particular Sasine were taken on each Part and Portion thereof, notwithstanding that the same lie discontinuous in different Places and Jurisdicions; but excepting always therefrom such Parts of the said Lands and Lordship of *Eglinton*, or Superiority thereof, as might have been sold by him the said *Hugh* *Montmerie* of *Skelmorlie*, Earl of *Eglinton*, to whatever Person or Persons; as also all and whole the Five Pound Land of old Extent of *Fergushill*, with the Manor Place, Houses, Biggings, Yards, Parts, Pendicles, Annexis, and whole Parts of the same whatsoever, lying within the Bailiary of *Cunninghame* and Shire of *Ayr*, as the same are more fully described and contained in a Disposition thereof granted by the Trustees of the deceased *Charles* *M'Dowall* Advocate, in favour of the said Earl of *Eglinton*; as also all and whole that Room and Mailing in *Allarstocks*, sometime possessed by *John* *Thomson*, and that other Room and Mailing in *Allarstocks*, as sometime possessed by *Robert* *Lindsay*, Tenant there, with the Houses, Biggings, Yards, and whole Parts, Pendicles, and Pertinents of the said Lands, all lying within the Parish of *Kilbride* and Sheriffdom of *Lanark*, as the same are contained in a Disposition thereof by *William* *Lindsay*, Writer in *Glasgow*, in favour of him the said Earl of *Eglinton*, registered in the Books of Session the First *June* Eighteen hundred and eight; as also all and whole Two just and equal Third Parts of the Twenty Shilling Land of old Extent commonly called *Dykes Ardrossan*; as also of all and whole the Penny Land of old Extent called *Stain Acres*, with Two just and equal Third Parts of all and sundry the respective Houses, Biggings, Yards, Annexis, Connexis, Parts, Pendicles, and Pertinents of the same whatsoever, lying within the Parish and Barony of *Ardrossan*, Bailiary of *Cunninghame*, and Shire of *Ayr*, but excepting always and
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reserving the Property of the Seat in the Kirk of *Ardrossan* belonging to the said Lands in Terms of the Disposition of the same in favour of the Trustees of the deceased *Archibald* Earl of *Eglinton*; as also all and whole the Six Shilling Eight Penny Land of old Extent commonly called the Lands of *Stockbridge*, with the Houses, Buildings, Parts, Pendicles, and whole Pertinents thereof, as the same was sometime occupied and possessed by *James Galt*, Tenant thereof, lying within the Parish of *Kilmaurs*, late Baily of *Cunninghame*, and Sheriffdom of *Ayr*; as also all and whole the Twenty Shilling Land of *Dreghorn* called *Transland*, with the whole Parts, Pendicles, and Pertinents thereto belonging, as possessed in *November* Seventeen hundred and fifty by the Tenants and Possessors thereof, and as intermixed with the deceased *Alexander* Earl of *Eglinton* his other Lands of *Dreghorn*, lying in the Parish of *Dreghorn* and Shire of *Ayr*, with any Right Sir *Walter Montgomerie* of *Kirktinholme*, Baronet, had to the Teinds thereof, but with the Burden of the Minister's Stipend; as also all and whole these Five Roods of Ground, or thereby, of an oblong square Figure, which was surrounded on all the Four Sides by the said *Archibald* Earl of *Eglinton*'s Property Lands of the Barony of *Dreghorn* known by the Name of the New Mill Lands of *Dreghorn*, the said Five Roods of Ground, or thereby, being a Part and Pertinent of the Five Merk Land of *Warwick Hill*, and detached therefrom, together with the Teinds, Parsonage and Vicarage, of the said Five Roods of Land, lying within the Parish of *Dreghorn*, Baily of *Cunninghame*, and Shire of *Ayr*; as also a Tack or Lease registered in the Books of Session (Office O. M.) the First of *September* One thousand seven hundred and seventy-nine, entered into between the deceased *Lillias Montgomerie* of *Skelmorlie*, Spouse to *Alexander Montgomerie* of *Coilsfield* (Father and Mother to the said *Hugh Montgomerie* of *Skelmorlie*, Earl of *Eglinton*), and her said Husband, on the one Part, and the deceased *Archibald* Earl of *Eglinton* on the other Part; whereby the said *Lillias* and *Alexander Montgomerie* set, and in Tack and Assedation let, to the said Earl, and his Heirs, Assignees, and Subtenants, all and whole the Farm and Lands of *Ormsheugh*, with the Houses, Buildings, Yards, Coal, Limestone, and whole other Parts, Pendicles, and universal Pertinents of the same whatever, lying within the Parish of *Irvine* and Sheriffdom of *Ayr*, together with that Part of the Loft in the Church of *Irvine* pertaining to the said Lands of *Ormsheugh*, and commonly possessed by the Tenants and Cottars of the said Lands, and that for the Space of Nine hundred and ninety-nine Years from and after the Term of *Martinmas* One thousand seven hundred and sixty-seven as to the Arable Lands, and the First Day of *May* One thousand seven hundred and sixty-eight as to the Houses, Yards, and Grass; and, on the other Part, the said Earl thereby became bound to pay to the said *Lillias Montgomery*, and her said Husband for his Interest, and her Heirs, Executors, and Assignees, the Sum of Forty Pounds Sterling, in name of Yearly Rent and Tack Duty for the said Lands, at the Terms and by the Proportions therein mentioned, and likewise to free and relieve the said *Lillias Montgomerie* and her foresaids of all Cess, Ministers Stipends, Schoolmasters Salaries, Repairs of Kirks, Manses, Kirk Dykes, and all other public and parish Burthens in manner
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more fully mentioned in the said Tack; and all which Subjects, together with the whole unexpired Term of the said Tack, are contained and are more fully described in a Disposition and Conveyance thereof, granted in favour of him the said Earl by *Mary Lady Montgomerie*, Daughter of the said deceased *Archibald Earl of Eglinton*, and *Archibald Lord Montgomerie*, Son of the said Earl, the Maker of the Deed under Recital, her Husband, registered in the Books of Session (Office F. S.) the Eighteenth Day of *June* Eighteen hundred and eleven; as also all and whole the following Parts and Portions of the Lands and Estate of *Coilsfield*, belonging to him the said Earl in Property, and not contained in the Entail of certain Parts of the said Estate executed by the said deceased *Lillias Montgomerie of Skelmorlie*, his Mother, *videlicet*, all and whole the Five Pound Land of *Cairnguillan* called *Dalzell's Third*, as also the Lands of *Cairnguillan*, excepting certain Parts thereof contained in the foresaid Deed of Entail, as also all and whole the Lands of *Walston* and *Walstonshaw*, *Birks*, *Mossboig*, *Midhope*, *Redfauld*, and *Wallacebank*, the Lands of *Tarcorss*, the Lands of *Knightcorss*, Corn Mill of *Enterkin*, Mill Lands and Miltures and Sucken thereof, whole Parts and Pendicles of the said Lands, lying within the Bailiary of *Kylestewart* and Sheriffdom of *Ayr*, as also all and hail the Lands and others underwritten, *videlicet*, all and whole the Forty Shilling Land of *Bogend* and *Ragwallhill*, together with the Lands of *Clunie* and *Clunie Mill*, Parts, Pertinents, Teinds, Woods, Fishings, lying within the Barony of *Torbolton*, Bailiary and Sheriffdom foresaid, with the Teind Sheaves and other Teinds, as well Great as Small, Parsonage and Vicarage, of the Parish and Parish Kirk of *Torbolton*; and likewise all and hail the Lands of *Allhallows Chappel*, lying within the Barony of *Torbolton* and Sheriffdom foresaid, and all and hail the Twenty Shilling Land of *Tanickhill* and *Kirkmuir*, with Houses, Biggings, Parts, Pendicles, and Pertinents of the same, lying within the Bailiary and Sheriffdom foresaid, and the whole other Parts and Portions of the said Estate of *Coilsfield*, as more fully described and enumerated in the Disposition thereof granted by the deceased *Alexander Montgomerie of Coilsfield*, Father of the said Earl, in his the said Earl's Favour, registered in the Books of Council and Session (Office J. C.) the Sixth of *September* One thousand seven hundred and seventy-four; as also all and whole those Parts and Portions of the Estate of *Park* lying contiguous to the said Estate of *Coilsfield*, lying within the Parish of *Torbolton* and Shire of *Ayr*, as the same are more fully described in the different Feu Rights thereof granted in favour of the deceased *Alexander Montgomerie of Coilsfield*, Father of him the said Earl, or the said Earl himself, and all and sundry other Lands, Milns, Teinds, Fishings, and all heritable Debts, Decrees of Adjudication, and all other heritable Subjects and Estate of whatsoever Kind that should be resting and owing to him the said Earl at the Time of his Death, other and except the entailed Estate of *Skelmorlie*, and those Parts of the Estate of *Coilsfield*, and which were contained in the foresaid Deed of Entail executed by his the said Earl's Mother, and which form Part of the entailed Estate of *Skelmorlie*, together with all Right, Title, and Interest which the said Earl, his Predecessors or Authors, had, have, or might claim or pretend thereto, as also the whole moveable or personal Means and Estate

Way as should appear to them most judicious and advantageous in the existing Situation of the Trust Affairs, and to advance and disburse from the Trust Estate such Sums of Money as should from Time to Time appear to them necessary and expedient in carrying on the said Operations: And whereas by a separate Codicil, dated the Tenth Day of *March* One thousand eight hundred and fourteen, and confirmed on the Fifteenth Day of *July* One thousand eight hundred and fourteen, and thereafter renewed upon the Fourth Day of *September* One thousand eight hundred and seventeen, and registered in the Books of Council and Session as a Probative Writ the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen, the said deceased Earl did, *inter alia*, thereby leave to *John Alexander*, his Servant, an Annuity of One hundred Pounds during his natural Life: And whereas by another Codicil, bearing Date the Twenty-second Day of *January* One thousand eight hundred and seventeen, and registered in the Books of Council and Session as a Probative Writ the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen, the said deceased Earl, upon a Narrative of the Death of the Countess of *Eglinton*, directed his Trustees to pay an Annuity of Three hundred Pounds to his Daughter *Lady Jane Montgomerie*, over and above the other Provisions formerly made for her: And whereas by another Codicil, dated the First Day of *July* One thousand eight hundred and nineteen, and registered in the Books of Council and Session as a Probative Writ the Twenty-seventh Day of *December* thereafter, the said deceased Earl authorized his said Trustees to settle an Annuity not exceeding Three hundred Pounds *per Annum*, or what Proportion of that Sum they might think proper, upon *Mr. John Kerr*, the Tutor of his Lordship's Grandson: And whereas by another Codicil, dated the First Day of *September* One thousand eight hundred and twelve, the said deceased Earl appointed his Trustees to pay to his Brother *Archibald Montgomerie* a free yearly Annuity of Three hundred Pounds; which he confirmed by a farther Codicil dated the Fifteenth Day of *July* One thousand eight hundred and fourteen; and he afterwards, by another Codicil dated the Twentieth Day of *August* One thousand eight hundred and seventeen, left the said Annuity of Three hundred Pounds to the Widow of his said Brother, in case she should survive her Husband; all which Codicils are recorded in the Books of Council and Session as Probative Writs the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen: And whereas by another Codicil, dated the First Day of *September* One thousand eight hundred and seventeen, and recorded in the Books of Council and Session as a Probative Writ the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen, the said deceased Earl directed his said Trustees to pay to *Jane Wilson*, who had been Nurse to his Grandson *Hugh Lord Montgomerie*, an Annuity of Twenty Pounds during her Life: And whereas the said deceased Earl, by Deed of Nomination and Taillie, executed of the same Date with the Trust Disposition and Settlement before recited, and registered in the Books of Council and Session at *Edinburgh* the said Twenty-seventh Day of *December* One thousand eight hundred and nineteen, did, upon a Narrative that he had executed the said Trust Disposition and Settlement, and for

Another
Codicil, 10th
March 1814.

Another
Codicil, 22d
Jan. 1817.

Another
Codicil, 1st
July 1819.

Another Co-
dicil, 1st
Sept. 1812.

Another Co-
dicil, 15th
July 1814.

Another Co-
dicil, 20th
Aug. 1817.

Another Co-
dicil, 1st
Sept. 1817.

Deed of No-
mination and
Taillie of the
said Earl,
27th Dec.
1819.

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the Purposes therein specified, and that the Trustees thereby appointed, or to be assumed as therein authorized, should be holden bound and obliged to divest themselves of his whole Estates which should remain undisposed of, and to convey and make over the same in favour of the Heirs of Taillie, to be mentioned in any Nomination and Deed of Taillie to be made by him relative to the said Trust Deed, and that in the Order, and under the Conditions, Provisions, and Limitations to be therein contained, did thereby nominate, constitute, and appoint the Heirs Male of his own Body; whom failing, the Heirs Male of the Body of the deceased *Alexander Montgomerie* of *Anwick Lodge*, his Brother; whom failing, *Archibald Montgomerie*, late of the Civil Service of the *East India* Company, and the Heirs Male of his Body; whom failing, Major General *James Montgomerie*, his youngest Brother, and the Heirs Male of his Body; whom failing, such Person and Persons as should from Time to Time be entitled to succeed and establish their Right to the Title, Honours, and Peerage of the Earldom of *Eglinton*, and their Heirs in the said Title, Honours, and Peerage; whom failing, to such Person and Persons as may be entitled to succeed and establish their Right to be Barons and Lords *Montgomerie*, an Honour, Title, and Peerage existing in the Family prior to the Creation of the Title and Honour of Earl of *Eglinton*, and their Heirs, in the said Honours, Title, and Peerage; whom failing, to the Heirs whatsoever of the Body of the Heir who shall have died last vest and seised in the said Estate leaving Heirs whatsoever of his Body, the eldest Heir Female always succeeding without Division throughout the whole Course of Succession, and excluding Heirs Portioners; whom all failing, to his own nearest Heirs and Assignees whatsoever, as the Course and Succession according to which the said Trustees were on the Fulfilment of the Trusts reposed in them to denude of his said Lands and Estates; but always with and under the Reservations, Conditions, Burdens, Provisions, Prohibitions, Limitations, and Clauses irritant and resolute therein contained, being such as by the Law of *Scotland* constitute and form a strict Entail; and the said Deed of Nomination and Taillie contains also a Power to burden the said Lands and Estate with Provisions to younger Children, not exceeding Two Years free Rent thereof, and a Power also to Wives and Husbands, not having at the same Time a Right to the Lands entailed by the deceased *Alexander* Earl of *Eglinton*, of Date the Second Day of *June* One thousand seven hundred and twenty-five, and the Fourteenth Day of *February* One thousand seven hundred and twenty-nine, and registered in the Register of Taillies the Twenty-first Day of *February* One thousand seven hundred and thirty-three, to provide their Wives or Husbands, or the Wives of their apparent Heirs, in a Life-rent Locality not exceeding One Sixth Part of the Rent of the said Estate, under the Restrictions and Conditions mentioned in the said Deed of Nomination and Taillie: And whereas the said Earl of *Eglinton* having died on or about the Fourteenth Day of *December* One thousand eight hundred and nineteen, the said *Richard Alexander Oswald*, Sir *David Hunter Blair*, *Alexander West Hamilton*, and also the said Lieutenant General *James Montgomerie*, *David Cathcart* Lord *Alloway*, and *George Russell*, since deceased, the Trustees nominated by the said deceased Earl, did

did upon the Twenty-fifth Day of the said Month of *December* accept of the Office of Trustees, and undertake the Management of the said Trust Estates, and the said Trustees were thereafter duly infest and seised in the said Lands and Estates as follows; *videlicet*, in the Earldom of *Eglinton*, in so far as the same holds of the Prince, conform to Instrument of Sasine in their Favour, dated the Fifteenth Day of *April*, and registered in the general Register of Sasines at *Edinburgh* the Eighth Day of *May*, One thousand eight hundred and twenty; in the Lordship of *Kilwinning*, and those Parts of the Earldom of *Eglinton* held of the Crown, conform to Instrument of Sasine, dated the Fifteenth Day of *April*, and registered in the general Register of Sasines at *Edinburgh* the Eighth Day of *May*, One thousand eight hundred and twenty; in the Property of the Lordship of *Eagleshame* and others conform to Instrument of Sasine, dated the Seventeenth, Eighteenth, Nineteenth, and Twentieth Days of *April*, and registered in the general Register of Sasines at *Edinburgh* the Eighth Day of *May*, One thousand eight hundred and twenty; in the Superiority of the Lordship of *Eagleshame* and Lands of *Eastwood* and others conform to Instrument of Sasine, dated the Seventeenth Day of *June*, and registered in the general Register of Sasines at *Edinburgh* the Fourth Day of *July*, One thousand eight hundred and twenty-two; in the Lands of *Nethermains* conform to Instrument of Sasine dated the Eighth, and registered in the general Register of Sasines at *Edinburgh* the Fifteenth Day of *October*, One thousand eight hundred and twenty-two; in the Lands of *Corsehill* of *Kitwinning*, and others, conform to Instrument of Sasine dated the Fourth and registered in the General Register of Sasines the Fifteenth Day of *September* One thousand eight hundred and twenty-four; in the Lands of *Bogside*, *Cultureland*, *Coilsfield*, and *Drummilling* conform to Instrument of Sasine dated the Thirtieth Day of *December* One thousand eight hundred and twenty-six, and registered in the general Register of Sasines at *Edinburgh* the Twenty-sixth Day of *January*, One thousand eight hundred and twenty-seven: And whereas by Deed of Assumption bearing Dates the Sixteenth and Twenty-seventh Days of *November* One thousand eight hundred and twenty-six, and the Sixth Day of *January* and Seventh Day of *February* One thousand eight hundred and twenty-seven, and registered in the Books of Session the Ninth Day of the said Month of *February*, executed by the said *Richard Alexander Oswald*, *Sir David Hunter Blair*, and *Alexander West Hamilton*, and by the said Lieutenant General *James Montgomerie*, and *David Cathcart* Lord *Alloway* deceased, as Trustees foresaid, they, upon a Narrative of the said Trust Disposition, and of the Death of the said *George Russell*, one of their Number, thereby nominated and assumed Colonel *William Blair* of *Blair* to be a Trustee along with them under the said Trust Disposition and Settlement and Codicils, with all the Powers and under all the Conditions specified in the said recited Deed and Codicils, of which Office the said Colonel *William Blair* accepted: And whereas by another Deed of Assumption, dated the Twentieth Day of *November* One thousand eight hundred and twenty-nine and Twenty-seventh *January* One thousand eight hundred and thirty, and registered in the Books of Council and Session

Deed of Assumption of another Trustee, 16th and 27th Nov. 1826. and 6th Jan. and 7th Feb. 1827.

Deed of Assumption of Two other Trustees, 20th Nov. 1829 and 27th Jan. 1830.

Session the First Day of *February* One thousand eight hundred and thirty, executed by the said *Richard Alexander Oswald*, Sir *David Hunter Blair*, Colonel *William Blair*, and *Alexander West Hamilton*, they, upon a Narrative of the said recited Trust Disposition and Settlement and Codicils, of their Assumption of the said *William Blair*, and of the Death of the said Lieutenant General *James Montgomerie* and *David Cathcart Lord Alloway*, did thereby nominate and appoint *Archibald Campbell* Esquire, of *Blythswood*, and *Quintin Kennedy* Esquire, of *Drumellan*, to be Trustees along with them under the said Trust Disposition and Settlement and Codicils, with all the Powers and under all the Conditions specified in the said recited Deed and Codicils, of which Office the said *Archibald Campbell* and *Quintin Kennedy* accepted, but which Office the said *Quintin Kennedy* soon thereafter gave up, and has now renounced, with the whole Rights and Powers thereto belonging, conform to Deed of Renunciation dated the Ninth and registered in the Books of Council and Session the Eleventh Days of *April* One thousand eight hundred and thirty-four: And whereas the said Earl of *Eglinton* deceased, notwithstanding the Execution of the said Trust Deed and Settlement and Codicils, and the said Deed of Nomination and Taillie, which were undelivered and revocable Deeds, continued until the Period of his Death the unlimited and uncontroled Fee Simple Proprietor of the said Lands and Estate, and exercised his Rights as such, having, after the Execution of the said Deeds, not only sold a large Part of the said Lands and Estates intended to have been by the said Trust Deed and Settlement conveyed to his Trustees, *videlicet*, a Part of the Lands of the Barony of *Robertown*, the Lands of *Blackstown*, Part of the Lordship of *Ardrossan*, the Lands of *Miln Acre* in the Parish of *Irvine*, certain of the Teinds contained in the said Trust Disposition, and Life-rent Superiorities of different Parts of the said Trust Lands, amounting in Value, according to the Prices brought, to about Seventy-five thousand Pounds; but the Debts, principally heritably secured upon the said Estates, were also increased after the Execution of the said Deeds by upwards of Thirty-two thousand Pounds, and there was farther found due by him by open Account, current Engagements, Arrears of Interest, and on account of the Harbour of *Ardrossan*, about Forty-three thousand Pounds, making together about Seventy-five thousand Pounds, affecting or capable of being made to affect the said Lands and Estate, so that by such Sales and such Debt the remaining Value of the said Lands and Estates was diminished altogether to the Amount of about One hundred and fifty thousand Pounds, independent of a considerable Diminution of the annual Produce of the Estates which necessarily took place in the Shape of Abatements from Rents and Deductions from Arrears, amounting on an Average to about Two thousand eight hundred Pounds yearly: And whereas the total Amount of the Debts due by the said Earl at the Time of his Death was found, according to the Schedule marked (A.) hereunto annexed, to be Two hundred and sixty-nine thousand and fifty-five Pounds Eleven Shillings and Eleven-pence: And whereas it was found by the said Trustees, upon entering upon the Management of the said Trust Estates, that the Means of fulfilling the anxious Desire expressed by the said deceased Earl that his Lands and Estates should be freed and disencumbered of all Debts, and

that the same should be enjoyed by those who were to succeed to his Title and Honors, and his Wishes for the Prosecution of the Completion of the said Harbour, the finishing of the Canal, and the Formation of a Railway, were much more inadequate to these Objects than they appeared to have been considered when the said Earl executed the said Trust Deed and Settlement, in consequence of the said Earl having himself, as above mentioned, after the Execution of the said Deed, greatly increased the Amount of the Debt, and diminished the Funds for discharging the same, and in consequence also of Land, and the Produce of Land, which at the Time that the said Earl executed the said Deed, were by reason of the War Prices and other Circumstances at nearly the highest Value which they had ever borne in *Scotland*, having, about or shortly after the Earl's Death, suffered a large and permanent Depreciation, so that the said Trustees were obliged to sacrifice, as has been mentioned, a considerable Amount annually of Arrears and Rents: And whereas, after consulting skilful Engineers, the said Trustees ascertained that any such Expenditure upon the Harbour of *Ardrossan* as was directed to be made by the said Earl would be most inexpedient, as it would in all likelihood in no Circumstances produce an adequate Return, and certainly little or none, unless some Communication were opened and established to facilitate Access to and from the Interior of the Country and the said Harbour, and the Intention of completing the Canal, which had been intended to be formed between *Glasgow* and the said Harbour, in virtue of an Act passed in the Forty-sixth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from the Harbour of Ardrossan in the County of Air to Tradestown near Glasgow in the County of Lanark, and a collateral Cut from the said Canal to the Coal Works at Hurlet in the County of Renfrew*, having been entirely abandoned in consequence of the Want of Funds to make the same, and the said Railway, which it was the Purpose of the said deceased Earl to form, for connecting the *Sourlie* Coal Mines with the said Harbour, having also been necessarily abandoned, in consequence of the Dissents of Proprietors of Land and Coal upon the Line to the proposed Measure, the said Trustees were led, in the Exercise of the Discretion committed to them by the said Deed and Codicils, to reduce and limit the Expenditure upon the said Harbour to the mere Expence necessary for the Preservation of the Works thereof: And whereas an Act was passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend an Act of the Forty-sixth Year of the Reign of His late Majesty, incorporating the Glasgow, Paisley, and Ardrossan Canal Company, and to empower the said Company to form a Railway from Johnston in the County of Renfrew to Ardrossan in the County of Ayr, and certain Branch Railways communicating therewith*, which Railway thereby authorized to be made promised to come efficiently in place of the said Canal which it had been found impracticable to execute, and to effect the Communication which it was so strongly the Wish and Intention of the said Earl to form by a Railway between the *Sourlie* and other Coal Mines and the said Harbour of *Ardrossan*: And whereas the said Trustees, in execution of the

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earnest Purpose expressed by the said deceased Earl, and in virtue of the Powers committed by him to them, contributed to the Amount of Twenty thousand Pounds to the Expence of constructing the said Railway, which has already begun to make a Return, by Dividends received upon the Shares in the said Undertaking acquired by the said Advance, and promises importantly to benefit the said Trust Estates, as well in an Increase of such Dividends as by bringing Exports and Traffic to the said Harbour and otherwise: And whereas the Accounts of the Intrmissions of the Factors and Cashiers employed by the said Trustees, in which were exhibited the whole Intrmissions of the said Trustees with the Trust Estates and Effects conveyed to them by the said deceased Earl, have annually been submitted to and examined by *Charles Ferrier*, Accountant in *Edinburgh*, the professional Accountant (who had been similarly employed by the said Earl), from the Commencement of the said Trust up to and including the Rents of Crop One thousand eight hundred and thirty-two and the Intrmissions for the Year One thousand eight hundred and thirty-three; both Sets of Accounts coming currently down to the First Day of *October* last, One thousand eight hundred and thirty-three, and the said *Charles Ferrier* has annually reported that he had examined and audited the said several Accounts, and had framed Abstracts thereof, and States respecting the Trust Affairs, made up in Terms of the Directions in the said Trust Deed: And whereas the said Trustees have also, out of the yearly Income of the said Estates, and out of other Funds collected during the last Fourteen Years of their Management of the said Trust Estates, besides paying the Interest of the Debt, and various small Legacies, paid and extinguished Forty-six thousand eight hundred and ninety-seven Pounds Seven Shillings of the said Debts, leaving now due, according to the Schedule (B.) hereunto annexed, a Sum of Two hundred and twenty-two thousand one hundred and fifty-eight Pounds Four Shillings and Eleven-pence, besides certain Annuities, amounting, the testamentary Annuities still subsisting as after specified and those due to Creditors, together to One thousand one hundred and twelve Pounds *per Annum*; but there are Funds in the Hands of the said Trustees applicable to the Debts and Contingencies in the Management which would reduce the Amount of the said Debt now due to about Two hundred and seven thousand Pounds, excluding the said Annuities: And whereas, of the testamentary Annuities left by the said deceased Earl, and payable out of the said Trust Estate, there remain now payable to the said *Lady Jane Montgomerie* (now *Hamilton*) Three hundred Pounds a Year, the Two first Annuities provided to her having through her Marriage fallen as provided by the said deceased Earl, to the Widow of the said *Archibald Montgomerie* Three hundred Pounds, to the said *John Alexander* One hundred Pounds, to the said *Jane Wilson* Twenty Pounds, and to the said *John Kerr*, being the Sum at which the said Trustees fixed his Annuity in virtue of the discretionary Power confided to them by the said Earl, One hundred Pounds: And whereas *Archibald* Earl of *Eglinton*, the Grandson of the said deceased Earl, and the Heir of Entail entitled to succeed to the said Estates, in Terms of the said Settlements, attained the Years of Majority on the Twenty-

ninth Day of *September* last, and in consequence became entitled, at the Term of *Martinmas* last, to the Possession of the Castle of *Eglinton*, whole Offices, Parks, Inclosures, Garden, and Pleasure Grounds of *Eglinton*, and of the House, Office Houses, and Garden at *Eagleshame*, and Grounds around the same, which had been in the natural Possession of the said Earl, the Maker of the Deeds, in Terms of the Provisions thereof, and became entitled also to the said Annuity of Five thousand Pounds Sterling, the Payment of which must greatly diminish the Free Fund, out of which alone the Trustees could be able to extinguish the aforesaid large Debt yet remaining unpaid; And whereas the Causes before stated, namely, the great Increase of the Debt of the said deceased Earl, created by him after the Execution of the Trust Deed, the diminished Means for the Payment of such Debt, occasioned by the extensive Sales of Land by the said deceased Earl, and the great Reduction in the Value of Land and of the Produce of Land which took place subsequent to the Earl's Death, and still continues unabated, have necessarily altered the Condition of the Estate and Affairs of the said deceased Earl, as these existed at and preceding the Period at which he executed the said Deeds, and would, if it had been necessary on the said Earl's Death to execute all the Purposes indicated by him, have rendered the annual Income of his Estates inadequate to the Performance of these Purposes, and would now, since the Succession of the present Earl, if the Directions of the late Earl were to be followed forth, tend to defeat or greatly to delay the Accomplishment of the Objects which he sought to attain, of clearing his Estates of Debt, and putting the Heir succeeding to the Honours of the Family in Possession of a Fortune adequate to his Rank and Station, seeing that the said Trustees cannot, according to any probable Calculation, expect to pay off the said Debt in less than Thirty Years, if so soon, (being a Period not much short of Fifty Years from the Commencement of the Trust,) and during which remaining Period the present Earl or the succeeding Heirs must, in relation to the said Estates, remain mere Annuitants, excluded from the Management thereof, and from the Exercise of all the Rights incident to their Station and to the Possession of Landed Property: And whereas the said Estates are liable at any Time to be adjudged and evicted at the Instance of the Creditors in the said Debts, to the great Disadvantage and Injury of the Persons entitled to succeed to the same; and the large Debt thereon must, even if Payment thereof were not enforced by the Creditors, necessarily occasion great Expence in transferring and renewing and keeping the same up from Time to Time: And whereas it would manifestly be for the Benefit of the said Earl, and of the Heirs entitled to succeed to the said Lands and Estates, if so much of the same were sold as would produce a Sum of Money sufficient to pay off and extinguish the Debts which may remain after the other Property and Funds at the Disposal of the said Trustees are applied to that Purpose, and to enable the Trustees to denude of the said Trust, and convey the said Estates to the said Earl and the other Heirs entitled to succeed thereto by Disposition and Deed of Entail, with and under all the Powers and Faculties, Conditions, Provisions, Limitations, and Clauses irritant and resolute, and other Clauses contained in the said Trust Deed
and

Trustees authorized to sell the Estate of Eagleshame for Payment of Debt.

and Settlement, and Deed of Nomination and Taillie: And whereas the Lands and Estate of *Eagleshame* (described in Schedule (C.) hereunto annexed), which lie in a different County, and disjoined from the great Bulk of the said Estate of *Eglinton* and other Trust Estates, or so much of the said Lands of *Eagleshame* as should be necessary, might be advantageously disposed of, for the Purpose of being so applied, and would, together with the unentailed Parts of *Coilsfield* and the Lands of *Park*, produce a Price fully adequate to the Extinction of the said Debts; but as by reason of the said Trust Deed and Settlement, which does not authorize the said Trustees to alienate any of the said Lands (other than the unentailed Parts of *Coilsfield* and the Lands of *Park*) for such Purpose, and of the said Deed of Nomination and Tailzie, they cannot accomplish this desirable End 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 for the said Trustees, and the Survivors or Survivor of them, and such other Person or Persons as may hereafter be assumed by them in virtue of the Powers granted by the before-recited Trust Deed, or their Quorum aforesaid, to apply by Petition to the Court of Session in *Scotland*, in either of the Divisions thereof, praying the said Court to inquire into and take an Account of the Debts and Obligations of the said *Hugh Earl of Eglinton* deceased, affecting or capable of being made to affect the Lands and Estates of the said deceased Earl herein-before described, which the said Court are hereby authorized and required to do; and the said Court having by Interlocutors or Judgments fixed and ascertained the Amount of such Debts and Obligations, it shall thereafter be competent and lawful to the said Trustees or their Quorum to sell and dispose of the Lands and Estate of *Eagleshame*, as the same are herein-before described, and as set forth in the said Schedule (C.) hereunto annexed, for the Purpose of paying and extinguishing such Debts and Obligations, by exposing the same to Sale in whole or in such Lot or Lots as they may think proper, and that either by Public Auction or Sale or Private Bargain, as the said Trustees shall think fit, with Power to them to adjourn such Sale from Time to Time as they shall judge expedient: Provided also, that previous Notice of all such intended Sales and of such adjourned Sale or Sales by Public Auction shall be given as often and in such Newspapers published in *Scotland* as the said Trustees shall think necessary and proper, but declaring that it shall not be necessary to give any such Notice previous to selling by Private Bargain at or above any Price at which the Lands may have been previously set up to Public Auction without being sold.

Price to be paid into a Bank, and accumulated and applied in Payment of Debt.

II. And be it further enacted, That when such Sale or Sales shall be effected the Money arising therefrom shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British Linen Company*, Commercial Bank of *Scotland*, or National Bank of *Scotland*,

Scotland, in the Name of the said Trustees, and shall, when so paid in, produce the highest Rate of Interest that can at the Time be obtained for the same, which shall by the said Trustees be annually accumulated and added to the Principal Sum, until the same shall be paid in extinction of the said Debts herein-after specified; and upon the said Price or Prices and Interest thereon, if due, being paid in as aforesaid, the said Trustees shall execute and deliver to the Purchaser or Purchasers a valid Conveyance or Conveyances of the Lands or Heritages purchased, freed of all the Conditions and Provisions contained in the said Trust Deed, and Deed of Nomination and Taillie, and of every other Incumbrance, Defect of Title, or Ground of Eviction whatsoever, and containing all usual and necessary Clauses requisite for vesting the Lands so to be sold by the said Trustees in the Purchaser or Purchasers thereof in Fee Simple, and a Clause binding the Heirs, Successors, and Representatives of the said deceased Earl in absolute Warrantice, and the said Trustees in Warrantice from their own Facts and Deeds only; and the Receipt of the Treasurer, Cashier, or Manager of any of the said Banks for the Money paid to such Bank respectively shall be a full and complete Discharge of the Price to the said 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 the said 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 Non-application of the same or any Part thereof.

Trustees to grant Conveyances to Purchasers of Lands, freed from Conditions of Trust deed.

III. And be it further enacted, That the said Trustees may from Time to Time draw out from the Bank or Banks with which the same may be lodged the Money arising from such Sale or Sales, or so much thereof as shall be necessary, and shall apply the same in paying off and extinguishing all the said Debts contained in the said Schedule (B.) hereunto annexed, or any other Debts which affect or can be made to affect the said Lands and Estate which shall be due after all the Property and Funds which are at the Disposal of the said Trustees shall have been applied, as far as the same will go, in Payment thereof, and in Payment of the legal Interest accruing on the said Debts, if any, and also such further Sum as shall be sufficient to defray the necessary Charges of obtaining this Act and of the Proceedings to be had in execution thereof; and the Creditors in the said Debts shall upon Payment be bound to execute valid Discharges to the said Trustees for their respective Debts, and where the said Debts are heritable Debts to grant Discharges, Assignations, or other Deeds necessary for freeing and disburdening the said Lands and Estates of such heritable Debts.

Prices to be applied in paying Debts.

IV. And be it enacted, That from and after the passing of this Act, it shall and may be lawful for the said Trustees to denude and divest themselves of all and sundry the Lordships, Baronies, Earldom, and whole other heritable Subjects and Estate of every Description held and acquired by them under and in virtue of the before-recited Trust

Trustees may immediately convey the whole Estates other than those

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Deed,

authorized to
be sold to
Heirs of
Entail.

Deed, other than and except the Lands authorized and directed by the said Earl to be sold, and the said Lands which the said Trustees are hereby authorized and directed to sell, and to dispoise and convey the same in favour of the said Earl of *Eglinton*, and, failing him, of the Heir next entitled to succeed, and the other Heirs of Entail enumerated in the said Deed of Nomination and Taillie, in strict Entail, under all the Powers, Provisions, Conditions, Limitations, and Clauses irritant and resolute, and under the Burden of the Payment of the Annuities payable out of the said Trust Estate so far as the same may be then subsisting, all as directed by the said Trust Disposition and Settlement and Deed of Nomination and Taillie; and in Terms thereof the said Trustees shall also record such Disposition or Deed of Entail, or cause the same to be forthwith recorded in the Register of Tailzies, and also obtain Charters and Infestments in favour of the said Heirs of Tailzie, and cause the Instruments of Sasine to be recorded; and the said Trustees shall also convey to the said Earl and the other Heirs of Entail the whole Interest held by them in the foresaid Canal and Railway from *Glasgow* to *Ardrossan*, and several Branch Railways communicating therewith; and upon the Trustees so making over and denuding the said Earl of *Eglinton*, and failing him the Heir next entitled to succeed, shall be bound to execute and deliver in favour of the said Trustees a full and ample Discharge in favour of themselves and of the Heirs, Successors, and Representatives of the said deceased Trustees, of all their Actings, Management, and Intromissions, and of all the Consequences thereof, preceding the First Day of *October* last, One thousand eight hundred and thirty-three, to which Period the Accounts and Management of the said Trustees have been examined, and the Trustees exonerated in the Manner prescribed by the said Trust Disposition; and the said Earl, and failing him, the Heir next entitled to succeed, shall also, in Terms of the said Trust Disposition, grant an Obligation, binding himself and the other Heirs of Entail to relieve the said Trustees of all their Engagements and Transactions had by them in the Execution of the Trust; and in case in any Year the net Rents received from the said Lands of *Eagleshame*, hereby authorized to be sold, and the said Parts of the Estate of *Coilsfield* and Park authorized to be sold by the said Trust Disposition and Settlement, or from such Parts of the said Lands as may not then be sold, together with the Interest which may be received from the Prices of such Parts of the said Lands as may have been sold, shall fall short of the Interest payable during such Year upon the Debts due by the said deceased Earl remaining unpaid, the said Earl, or the Heir in possession for the Time, shall, in addition to paying the said Annuities, also pay and make up such Deficiency.

Rights of
Creditors
and Annui-
tants saved.

V. Provided always, and be it enacted, That nothing herein contained shall prejudice or impair the Rights of the Creditors and Annuitants of the said deceased Earl; but the Debts of such Creditors, and the said Annuities, shall continue notwithstanding the passing of this Act, and the Disposition and Deed of Entail to be executed by the said Trustees as aforesaid, until the same shall be extinguished and paid, to affect the Lands and Estates conveyed to the said Trustees

in such and the like Manner as such Debts and Annuities would have affected the same if this Act had not been passed, or the said Trustees had not executed such Entail.

VI. And be it further enacted, That in case any Surplus shall remain of the Price or Prices of the said Lands and Estate of *Eagleshame*, or the Interest of the said Price or Prices, after carrying all the Purposes of this Act into execution, the said Trustees may and shall, from Time to Time and as Opportunities occur, lay out and employ such Surplus in the Purchase of such other Lands and Heritages as shall be pointed out to them by the said Earl, and failing him the Heir of Entail next entitled to succeed, and shall be approved of by the said Trustees, at such fair and just Prices as can be agreed on for the same, and shall, in Terms of the Directions contained in the said Trust Disposition and Settlement, and at the Sight of the Court of Session, in either of the Divisions thereof, upon a summary Application, to be presented for that Purpose, dispoise and convey the Lands and Heritages so to be purchased, together with any Part of the said Lands and Estate of *Eagleshame* which may not be sold by a formal and valid Disposition and Deed of Entail, One or more, as the said surplus Prices may be got invested, to the Series of Heirs, and with and under the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolute contained in the said Trust Disposition and Settlement, and Deed of Nomination and Taillie, and thereby, or by either of the said Deeds directed and enjoined to be inserted in the Rights and Investitures of the said Lands and Estates to be conveyed by the said Trustees to the said Heirs of Entail; and the Disposition or Dispositions thereto shall be in Terms of the said Trust Deed and Settlement and Deed of Nomination and Taillie, and shall be so framed as to bind the Institute as well as all the succeeding Heirs of Entail; and the said Trustees shall cause the same to be recorded and Infestment to be taken thereon and recorded, all in Manner specified and required by the said Trust Deed and Settlement, and Deed of Nomination and Taillie.

Surplus of Price to be invested in the Purchase of other Lands to be entailed.

VII. And be it further enacted, That the said Court of Session in either of the Divisions thereof do and shall, upon the summary Application of the said Trustees, order and direct the Treasurer, Cashier, Manager, or other proper Officer of any of the said Banks respectively into which Money may have been paid as aforesaid, to pay out of such Monies all the Costs, Charges, and Expences which shall have been incurred in and about applying for, obtaining, and passing this Act; and the said Court, in either of its Divisions as aforesaid, shall and may also order and direct the said Treasurer, Cashier, Manager, or other proper Officer aforesaid, or any of them respectively, as the Case may be, to pay all the Costs and Charges which shall be incurred in making the Sales hereby directed and authorized to be made, and in all Proceedings and Management in order or relative thereto, in making and completing the Purchases, and the Conveyances, Deed of Entail, and other Titles or Deeds hereby and by the said Trust Deed and Settlement or Deed of Nomination and Taillie required to be made, or necessary for giving due Effect to the same,

Costs of this Act and Sales, &c., to be paid out of Price deposited in Bank.

and

and in the Execution of all and every the said Trusts, and the Purposes of this Act.

After Purposes of this Act are carried into effect, Court of Session to discharge the Trustees.

VIII. And be it further enacted, That as soon as the said Trustees shall, in virtue of the Powers of this Act, have sold the said Lands and Estates hereby authorized to be sold, and applied the Proceeds of such Sale or Sales in Payment of the Debts affecting or which might be made to affect the said Estates, and shall also have applied in the Purchase of Lands, any Surplus of such Proceeds that may remain after the Payment of the said Debts, and disposed and conveyed the Lands acquired, if any, with such Surplus as aforesaid, together with any Part of the Lands of *Eagleshame* which may not be sold, in strict Entail, in Terms of the said Trust Disposition and Settlement and Deed of Nomination and Taillie, to the said Earl of *Eglinton*, and the other Heirs of Entail enumerated in the said Deed of Nomination and Taillie, recorded such Deed of Entail, and caused Infestment to be taken thereon, and the Instrument of Sasine to follow thereon to be recorded, it shall be competent to the said Trustees to apply by summary Petition to the said Court of Session in either of its Divisions for a Discharge and Exoneration of the Transactions and Management of the said Trustees during the Existence of the said Trust, and in relation to the said Lands hereby authorized to be sold; and the said Court are hereby empowered and required, after such Investigation as to the said Court shall seem proper and necessary, of such Transactions and Management, and of the Accounts of the said Trustees in relation thereto, and after finding the same to be correct and proper, to exonerate and discharge the said Trustees, and to declare them to be quit and discharged thereof, and of all the Consequences of the same, and of all Action, Claim, or Demand in respect thereof or in relation thereto for ever, and to declare that thereafter the whole Purposes and Injunctions of the said Trust Disposition and Settlement are for ever at an End, and to find and declare that any Balance that may remain over that may be ascertained to be too inconsiderable to be invested in Land shall be paid over to the said Earl, or the Heir in Possession of the said entailed Estates for the Time.

Trust Deed and Codicils and Deed of Nomination (except so far as altered by this Act) to remain in force.

IX. And be it further enacted, That nothing herein contained shall be held or construed to alter, innovate, change, or defeat the said recited Trust Deed and Settlement, or Codicils thereto, or the said Deed of Nomination and Taillie, or the Order of Succession thereby established, excepting in so far as necessary for the Purposes of this Act, and for carrying the same fully into effect; and nothing herein contained shall be held or construed to impair, limit, or annul any of the Powers conferred upon the said Trustees by the said recited Trust Deed and Settlement or Codicils thereto, nor shall the same in any respect interfere with or impede the Actings, Proceedings, and general Management of the said Trustees in all Matters committed to their Charge by the said Trust Disposition and Settlement, excepting as aforesaid; and in the Event of the said Trustees assuming a new Trustee or Trustees to act along with them in the Execution of the said Trust, such Trustee or Trustees so assumed shall

shall be entitled and are hereby empowered to act with or after the said Trustees before named in carrying into effect the Purposes of this Act.

X. Saving and reserving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person or Persons, and Bodies Politic and Corporate (excepting the said Earl of *Eglinton* and the other Heirs of Entail entitled to succeed by virtue of the said Trust Deed and Settlement and Codicils thereto, and Deed of Nomination and Taillie), all such Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby authorized to be sold, or the Monies to arise 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.

XI. And be it further enacted, That this Act shall be printed by the several Printers to the King'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 to be printed by the King's Printers.

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

LIST of Debts due by HUGH late EARL of EGLINTON, at the Period
of his Decease, in December, 1819.

1. To Amount of Debts heritably secured	-	£200,671	3	0
2. — Ditto due by Personal Bond and Bill	-	28,357	7	1½
3. — Ditto due on Open Accounts, &c.	-	38,687	1	9½
4. — Amount of Legacies left by the Earl	-	1,340	0	0
		£269,055	11	11

(Signed) *Hugh Tod.*

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

LIST of Debts due by the Trust Estate of the late HUGH EARL of EGLINTON,
at 1st October, 1833.

Nature of Security.	Names of Creditors.	Principal Sums.		
		£	s.	d.
Heritable Bond	1 Trustees of Dr. Alexander Wylie, Edinburgh	10,000	0	0
	2 Sir Robert Preston, Baronet	10,000	0	0
	3 Thomas Maitland, Esq.; formerly Col. Maitland	6,000	0	0
	4 Captain Kerr's Trustees	6,000	0	0
	5 Lady Don, Relict of General Sir George Don	5,000	0	0
	6 Trustees of John Carfrae, Esquire; formerly William Mackintosh, Esq.	5,000	0	0
	7 The Edinburgh Friendly Insurance Society	4,000	0	0
	8 Ditto. Another Bond	4,000	0	0
	9 Trustees of Mr. M'Kay of Scotston; now Lord Eglinton	£2,398	18	2
	10 Ditto ditto	1,100	10	11
	11 Ditto, now Miss Graham's Trustee	1,100	10	11
	12 John Callandar, Esq.	4,600	0	0
	13 Trustees of the Advocates' Widows' Fund; formerly Trustees of Andrew Hunter, Esq.	4,000	0	0
	14 Robert Jameson, Esq.; formerly James R. Scott, Esqr.	4,500	0	0
	15 Trustees for Writers to the Signet Widows' Fund; formerly J. R. Scott, Esqr.	2,000	0	0
	16 Robert Bruce, Esqr. of Symbester	2,000	0	0
	17 Trustees under Colonel and Mrs. Ramsay's Marriage Settlements	3,500	0	0
	18 Lady Thomas Hay; formerly Sir D. Kinloch's Tutors	3,000	0	0
	19 Representatives of Thomas Bott	3,400	0	0
	20 Trustees under Marriage Settlements of Lady Jane Hamilton; formerly Miss Charlotte Elliot	3,000	0	0
	21 Captain Scott's Trustees; now Lord Eglinton	3,000	0	0
	22 Dr. Alexander Wylie's Trustees; formerly Campbell Stewart, Esq.	3,000	0	0
	23 Sir D. Kinloch's Tutors; now Lord Eglinton	2,500	0	0
	24 Mrs. Fullarton; now ditto	2,000	0	0
	25 C. F. Graham, Esq.; now ditto	2,000	0	0
	26 Trustees of the Writers to the Signet Widows' Fund	2,000	0	0
	27 Robert Buchan	2,000	0	0
	28 Trustees under Col. and Mrs. Ramsay's Marriage Settlements	1,000	0	0
	29 Mr. Garson's Representatives; now Lord Eglinton	1,400	0	0

Nature of Security.	Names of Creditors.	Principal Sums.		
		£	s.	d.
Heritable				
Bond 30	Miss Mary Anderson; now Lord Eglinton	1,000	0	0
31	Dr. Sillars; now ditto	4,000	0	0
32	Trustees under Mr. and Mrs. Grant's Marriage Settlements; formerly Capt. Shaw, Irvine	8,000	0	0
33	Ditto; formerly Miss Mitchell, Kilmarnock	2,000	0	0
34	Joseph Dunlop's Heirs	1,500	0	0
35	Alexander Wilson, Esq.; formerly Lady Jane Montgomerie	7,412	0	0
36	Alexander West Hamilton, Esq.; formerly Hunters and Co.	5,000	0	0
37	Trustees of the Writers to the Signet Widows' Fund; formerly Globe Assurance Company	20,000	0	0
38	Mrs. Jane Logan	2,000	0	0
39	John Tennent, Ayr	1,200	0	0
40	The Trustees of the Advocates' Widows' Fund; formerly the Trustees under Lady Lillias Oswald's Marriage Settlement	5,000	0	0
41	The Widows' Fund of Writers to the Signet; ditto ditto	4,000	0	0
42	The Ministers' Widows' Fund of the Church of Scotland; formerly Lady Montgomerie	20,000	0	0
43	Thomas Maitland, Esq.	5,000	0	0
44	Lord Gillies and Mrs. Gillies	6,000	0	0
45	Lady Thomas Hay	6,000	0	0
46	Trustees under Lady Jane Hamilton's Marriage Settlements	6,000	0	0
Personal				
Bond 47	William Montgomerie, Esq.; formerly John Forbes, Esq. London	4,000	0	0
48	Mrs. Wood; now Lord Eglinton	1,500	0	0
49	Lord Eglinton	1,405	0	0
50	Ditto	5,000	0	0
51	Ditto	2,500	0	0
Account 52	The College of Glasgow	87	15	6
53	William Patrick, W.S.	247	1	4
54	Charles Shaw, Writer, Ayr	9	0	6
55	H. Donaldson and Son, ditto	38	7	0
56	Johnston and Co., Timber Merchants	4	10	0
57	George Paxton, Kilmarnock	17	0	0
58	Capt. R. Kinnoch, Greenock	10	0	0
59	Thomas Stewart	12	6	0
60	Robert Kerr	40	0	0
61	Town of Irvine	129	0	0
62	Mr. Elliot, Architect	38	2	6
63	Alexander Campbell, Greenock	3	3	0
	N.B. — Interest may also be claimed on the above since the Earl's Death.			
64	The Representatives of Mr. John Anderson, W.S. £550 4 4 Interest thereon from 31st December, 1813, to 31st December, 1820	192	11	2
		742	15	6
	Sum	221,796	1	4
	Additional Interest on principal Sum due Mr. Anderson's Representatives from 31st December, 1820	362	3	7
	Total Debts	222,158	4	11
	Note. — Of the above Accounts about £1,490 are either disputed, not properly authenticated, or considered doubtful, and prescribed.			
	The following Annuities are also due under Bonds by the Earl:			
	1 Dr. Mackenzie	£130		
	2 Miss Barbara Ferrier	100		
	3 Mr. James Stirrat	62		
	Sum Annuities due by Bond	£292		

Hugh Tod.

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

RENTAL of the BARONY of EAGLESHAME, Crop 1833.

No.	Possessions.	Tenants or Possessors.	Kain.		Day Work.	Yearly Rent.		
			h.	c.		£	s.	d.
1	Ardoch, East - - -	James Gilmour - - -	3	6	2	175	0	0
2	Ardoch, West - - -	Thos. Prentice - - -	2	4	2	141	0	0
3	Bartilands - - -	William Young - - -	-	-	-	22	2	6
4	Ditto - - -	George Dollar - - -	-	-	-	16	5	0
5	Belcraigfauld, 3 Inclosures	{ Wilson, Montgomerie and Warnock - - - }	-	-	-	30	0	0
6	Langcraigpark - - -	Thomas Bryson - - -	-	-	-	16	16	0
7	{ Belcraigcroft - - - }	John Young - - -	6	12	3	225	0	0
8	{ Borland Laigh & Waterfoot }							
9	{ Borland, High - - - }	John Dick - - -	3	6	2	155	0	0
-	{ Carslees - - - }	John Morrison - - -	4	9	2	290	0	0
10	{ Burnrigs, Greater - - - }	David Craig - - -	-	-	-	34	0	0
-	{ Ditto, Lesser - - - }							
11	Berrybank - - -	Robert Howie - - -	-	-	-	7	10	0
12	{ Blackwood - - - }	William Clement - - -	2	4	1	45	0	0
-	{ Greenfield - - - }	Alexr. Muir - - -	4	8	1½	120	0	0
13	Blackwood Hill - - -	William Clement - - -	-	-	-	37	6	3
-	Blackwood Hill Reservoir -	R. Blackwood and others -	-	-	-	25	0	0
14	Blackhouse - - -	John Mitchell - - -	-	-	-	117	15	0
-	{ Ditto Cut and Site for Plash Wheel - - - }	Patrick Reid - - -	-	-	-	6	6	0
15	Blacklandfauld, 2 Inclosures	{ Wm. Cochrane and Wm. Fleming - - - }	-	-	-	21	0	0
76	{ Dowcraigs - - - }	John Anderson - - -	-	-	-	13	0	0
-	{ Burnrigs, Part - - - }	Hugh Montgomerie - - -	-	-	-	16	0	0
-	{ Ditto, Part - - - }	Ditto - - -	-	-	-	12	12	0
16	{ Bennan, East or Meikle - - - }	Richard Dunn - - -	4	4	1	57	0	0
-	{ Bennan, West or Little - - - }	John Craig - - -	-	-	-	146	0	0
17	Bogside - - -	John Dick, jr. - - -	6	12	1	150	0	0
18	Bonnyton - - -	James Strang - - -	6	12	4	230	0	0
19	Bonnyton Moor, and Toft's Moor - - - }	Saml. Hay - - -	6	6	2	212	0	0
20	Braehead - - -	James Balfour - - -	2	6	1	31	0	0
21	Brownknowes, &c. - - -	Widow Craig - - -	-	-	-	25	10	0
22	Braidflat - - -	William Wallace - - -	6	12	1	110	0	0
23	Brackenridge & Waterfoot, Part - - - }	James Gibb - - -	6	12	2	370	0	0
24	Carrot. See No. 41.							
25	Castlehill and Tofts, Part -	John Pollock - - -	6	12	1	135	0	0
26	Cornrigs and Catrigs - - -	R. Dunlop and John Howie -	-	-	-	55	0	0
27	Craig, West Heigh - - -	Margt. Wilson or Hunter -	4	8	2	80	0	0
-	{ Ditto, Part - - - }	Wm. Lindsay's Heirs - - -	2	4	2	190	0	0
28	{ Craig, East High - - - }							
29	Craig, South High - - -	Matthew Young - - -	6	12	2	132	0	0
30	Craig, Nether - - -	Wm. Lindsay - - -	3	6	4	275	0	0
31	Damhead - - -	Adam M'Kersie - - -	4	10	1	52	0	0
32	Denwan - - -	Hugh Wallace - - -	3	6	1	37	7	6
33	Knappyfaud, and Part Dowcraig - - - }	John Anderson - - -	-	-	-	15	8	0
34	Drumduff - - -	Robert Hamilton - - -	-	-	-	23	0	0
35	Floors, South - - -	John Bryson - - -	6	12	3	285	0	0
-	{ Tofts, & Part Brackenridge }							
36	Floors, North - - -	John Craig - - -	6	12	1	225	0	0
37	Greenfield. See No. 12.							
38	Hairshaw. See No. 41.							

No.	Possessions.	Tenants or Possessors.	Kain.		Day Work.	Yearly Rent.			
			H.	c.		£	s.	d.	
39	Holehouse & Holehouseholm	James Carslaw	6	6	2	180	0	0	
40	Howsteads	Mrs. Gemmell	-	-	-	18	10	0	
41	Enockover & Enocklodge	Wm. Wallace	6	12	-	340	0	0	
-	Carrot and Hairshaw								
42	} Enochs, Mid and Nether	James Young	6	12	1	120	0	0	
43									
44	Kirktonmoor, North	David Craig	6	12	1	133	0	0	
45	Kirktonmoor, South	Arch ^d . Moor	6	12	2	130	0	0	
46	Kirklands, North	John Montgomerie	4	8	1	195	6	0	
47	Kirklands, South	Ditto	2	6	1	50	0	0	
48	Langcraig Park	Hector M'Donald	-	-	-	18	10	0	
49	} Langlees, South	Andrew Strang	2	4	1	50	0	0	
-									Langlees, North
50	Lochcraig, East	John Mather	2	4	1	45	0	0	
51	Lochcraig, West	James Wilson	-	-	-	49	0	0	
52	Legatside, Part. See No. 79.								
53	Ditto, Part	Archibald Reid	-	-	-	18	0	0	
54	Ditto, Part. See No. 79.								
55	Ditto, Part	Archibald Reid	-	-	-	4	0	0	
-	Ditto, Part. See No. 79.								
-	Ditto, Part	Archibald Reid	-	-	-	0	11	0	
56	} Kegohill, South Part	William Fulton	-	-	-	6	10	0	
-									Kegohill, North Part
57	Myres	Arch ^d . M'Queen	-	-	-	40	0	0	
58	} Moorhouse, North	Tho ^s . Pollock, junr.	3	6	1	70	0	0	
-									Moorhouse, South
59	} Mountplan	Robert Howie	-	-	-	42	0	0	
74									Blacklands
-									Topfaulds
60	Netherhill and Stipends, &c.	Robert Young	4	8	1	134	0	0	
61	Polnoon Farm	Wm. Steven	6	12	2	145	0	0	
62	Polnoon Mains	Wm. Wallace, sen ^r . & jun ^r .	6	12	2	130	0	0	
63	Pollockknowes	Mrs. J. Campbell	-	-	-	18	10	0	
-	} Picketlaw. Lots	} Hugh Montgomerie, (Rent included in Lots 3, 4 & 5.)	-	-	-	-	-	-	
-									1
-									2
-									3
-									4
64									5
-									6
-									7
-									8
-									9
-	10								
65	Rivoch, East	James Scott	8	12	3	174	19	0	
66	Rivoch, West	John Struthers	6	12	2	171	14	3	
67	Windhill	Tho ^s . Pollock	5	8	1	371	0	0	
-	Barony Mill	Subscribers	-	-	-	32	5	8	
68	} Runnetlaw and Tongue	John Fulton, Weaver	-	-	-	22	0	0	
-									Corselet
69	Stepends	John & Samuel Wallace	4	8	1	85	0	0	
70	Stonebyres	James Gilmour	6	12	1	152	0	0	
71	Temples	William Lindsay, jun ^r .	6	12	1	115	0	0	
72	Tofts & Part Brackenridge	See No. 35.							
73	Tofts & Part Castlehill	Widow Bryson	4	8	1	35	0	0	
74	Topfaulds. See No. 59.								
75	} Threeland, Upper	William Gall	3	6	2	90	0	0	
-									Ditto, Lower
76	Towcross, &c., Two Parks	David Craig	-	-	-	20	10	0	
-	Ditto	John Fulton	-	-	-	19	0	0	
-	Ditto	Matthew Turnbull	-	-	-	8	0	0	

[Private.]

No.	Possessions.	Tenants or Possessors.	Kain.		Day Work.	Yearly Rent.		
			H.	C.		£	s.	d.
77	Towcross, Part	James Alexander	-	-	-	15	15	0
78	Upperhill	Andrew Russell	6	12	1	90	0	0
79	Waukers	Archibald Reid	3	6	1	160	0	0
—	Legatside Part	Ditto						
—	Ditto	Ditto						
—	Ditto	Ditto						
80	Waterfoot Park, included with No. 23.							
81	Woodhouse	John Russell	6	12	1	120	0	0
82	South Factor's Park	See No. 87.						
83	North Ditto	Capt. W ^m . Howie	-	-	-	15	0	0
84	Eaglesham Village	See Detail annexed.						
85	Town Area Grass	Sundries	-	-	-	21	3	0
86	Gamekeeper's Park	Included in the annexed Detail.						
87	Polnoon Lodge, Garden, &c. South Factor's Park	Henry Cole Bowen, Esq.	-	-	-	89	0	0
88	Piece of Ground at Town-head.	Included in the annexed Detail.						
89	Piece of Ground at Ditto	John White	-	-	-	8	10	0
90	Blackhouse, Bleachfield	Patrick Reid	-	-	-	7	0	0
91	Park	Robert Wallace	6	12	1	125	0	0
92	Corner of Borland	John Fulton	-	-	-	1	5	0
93	Netherton	Archibald Jamieson	6	12	1	142	0	0
94	Holehall, Holemuir, &c.	James Lambie	4	4	2	128	4	0
95	Cockstride	John Sim	-	-	-	3	0	0
96	Damhead Park	John White	-	-	-	5	5	0
97	Mearn's Moor, Possession	Andrew Thomson	-	-	-	11	11	0
98	Picketlaw and Kirktonmoor Reservoirs, &c. N.B. No. 98. is held in Feu in Perpetuity.	John White	-	-	-	101	1	9
99	Bennan Reservoir	W ^m . Kelly and A.W. Forbes	-	-	-	44	0	0
—	House at Waterfoot Bridge	W ^m . Strachan	-	-	-	0	6	4
			243	466	79½	9,030	17	3

Eaglesham Village.

		£	s.	d.
Polnoon Street, 1 and 2	James Fulton, Mason	1	6	2½
3	R. Howie	0	11	5
4	R. Howie	0	11	5
5	M. Turnbull	0	11	5
6	John Young	0	11	5
7	{ John Fulton's Heirs	0	5	8½
	{ John Fulton, junr.	0	5	8½
8	Archibald Reid	0	11	5
9	James Fulton, Labourer	0	11	5
10	David Craig, Mason	0	11	5
11 and 12	Andrew Craig, ditto	1	2	10
13	Agnes Faulds	0	11	5
14	John Gemmell's Heirs	0	11	5
15	John Fulton	0	11	5
16	James Young	0	11	5
17 and 18	Capt. Howie	1	2	9½
19	John Sim	0	11	5
20	Wm. Muir	0	11	5
21	John Young	0	11	5

		£	s.	d.	£	s.	d.
Polnoon Street, 22	James Fulton, Labourer -	0	11	5			
23	James Fulton, Mason -	0	9	4			
24	{ William Harvey - - -	0	4	3½			
	{ William Harvey - - -	0	9	2			
25 and 26	R. Currie, or H. Montgomerie	1	13	1			
27	Mrs. Jardine, Glasgow -	0	11	5			
28	John Boyle or James Gilmour	0	10	3			
	{ James Young - - -	0	10	3			
29	{ P. Wallace, or Refd. Pres- byterian Congregation }	0	6	1¾			
30	John Howie, Weaver -	1	0	6			
31	James Currie - - -	0	10	10½			
32	George Dollar, or R. Dunlop	0	13	2½			
33	{ Arthur Rankin, ¾ths - - -	0	9	2¾			
	{ James Fulton, ¼th - - -	0	3	1			
34	Ditto - - -	0	11	0			
35 and 36	Margaret & Christian Fulton	1	3	3			
37	Thomas Walterston - - -	0	11	1¾			
38	James Arniel, Weaver -	0	10	9			
39 and 40	John Fulton - - -	1	2	4½			
41, 42, 43, and 44	William Crawford - - -	2	5	5½			
45	G. M'Call - - -	0	11	11			
46	James Struthers - - -	0	11	9½			
47	Robert Young - - -	0	13	2¼			
48	James Boyle - - -	0	10	4½			
49 and 50	Wm. M'Queen - - -	1	3	10¼			
51 and 52	{ Robert Stirling's Heirs -	0	13	7½			
	{ (North-east Part) Jean Kerr	0	8	11½			
Cotton Mill Premises -	John White - - -	8	0	0			
Small Park - - -	Ditto - - -	45	6	0			
N.B. These Two Articles last above noticed are held in Feu in Perpetuity.							
Cheapside - 1 and 2	Alex. Montgomerie - - -	1	5	9			
3	Wm. Faulds - - -	0	12	11¼			
4	Agnes Miller - - -	0	12	11¼			
5	W. Hall and James Duff -	1	1	0			
6	James Campbell - - -	0	12	11¼			
7	James Alexander - - -	0	12	11¼			
8 and 9	Capt. Wm. Howie - - -	1	5	10½			
10 and 11	Ditto - - -	1	5	10½			
	Toll House - - -	4	0	0			
Montgomerie Square, 1 and 2	{ John Montgomerie - - -	0	8	6¼			
	{ Wm. Young & Agnes Young	0	8	6¼			
	{ Allan Burnside - - -	0	8	6¼			
3	H. Montgomerie, Weaver -	0	11	3¼			
4	Stephen Montgomerie - -	0	11	3¼			
5	Agnes Paterson, or Nicolson	0	11	0¼			
6	James Gilmour - - -	0	10	11½			
7	John Summers - - -	0	10	9½			
8	Robert Montgomerie, junr.	0	10	9½			
Montgomerie Street, 1 and 2	Hugh Montgomerie - - -	1	3	8¾			
3	George Dollar - - -	0	11	10¼			
4	Alex. Montgomerie - - -	0	10	0			
5	James Alston - - -	0	16	11			
6	John Gemmell's Heirs - -	0	8	5			
7 and 8	Hugh Montgomerie, Grocer	1	4	0			
9 and 10	Alex. Montgomerie - - -	1	2	0			
11	Robert Howie - - -	0	17	6			
12	James Munn - - -	0	12	0			
13	{ James Warnock - - -	0	5	11¼			
	{ J. Kego's Heirs - - -	0	5	11¼			
14	James Campbell - - -	0	11	10½			
15	James Strang - - -	0	11	4¾			

		£	s.	d.	£	s.	d.
Montgomerie Street, 16	Mary Allison	0	11	4 $\frac{3}{4}$			
17 and 18	Thomas Paton	1	0	9			
19	William Kego	0	10	9 $\frac{1}{4}$			
20	{ Alex. Watson	0	5	8 $\frac{1}{2}$			
	{ William Mac Queen	0	5	8 $\frac{1}{4}$			
21 and 22	R. Turnbull	1	2	1 $\frac{1}{4}$			
23 and 24	H. Montgomerie's Heirs	1	3	10 $\frac{3}{4}$			
25	John Borland	0	11	8 $\frac{1}{2}$			
26	William Craig	0	11	7 $\frac{3}{4}$			
27	Widow Sim	0	11	7 $\frac{3}{4}$			
28	William Fleming	0	11	7			
29	Mathew Turnbull	0	10	10 $\frac{1}{2}$			
30	William Crawford	0	15	6 $\frac{3}{4}$			
31 and 32	James Strong	1	8	8 $\frac{1}{2}$			
33	Helen Drysdale	0	11	2 $\frac{1}{2}$			
34	Andrew Watson	0	11	2 $\frac{1}{2}$			
35	John Faulds	0	11	2 $\frac{1}{2}$			
36	Lilias Mac Queen	0	11	2 $\frac{1}{2}$			
37 and 38	Hugh Montgomerie, Grocer	1	2	9 $\frac{1}{2}$			
39 and 40	Miss Janet Kibble	1	2	2 $\frac{3}{4}$			
41 and 42	John White	5	2	3			
N. B. Nos. 41 and 42 are held in Feu in Perpetuity.							
43 and 44	John White	1	12	8			
45	Ditto	7	3	6			
	Ditto	2	0	6			
N. B. The last Article above noticed is held in Feu in Perpetuity.							
Glasgow Road:							
Kirkstile Possession	Hugh Wallace	3	14	0			
House and Yard	Alex. Bryson	1	10	4			
					145	7	8
					9,176	4	11

Besides the above Money Rent payable by the Land Tenants, they pay also the Cess, Bridge, and Rogue Money, the Conversion in lieu of Statute Labour, and £ 17 of the School Salary. The Poor's Rates are paid equally between the Proprietors and Tenants. The Proportion falling on the Trustees for each of the last Two Years was £ 31 5s. The Trustees pay the Whole of the Minister's Stipend.

The School Salary is	-	-	-	£ 29	1	0
Of which paid by Tenants	-	-	-	17	0	0
				£ 12	1	0

The Minister's Stipend is	-	B.	F.	P.	L.	
	114	1	0	2 $\frac{1}{2}$		of Meal,
and	114	1	0	2 $\frac{1}{2}$		of Barley, besides £ 8 6 8 of Money.

Hugh Tod.

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