



ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. 23.

An Act to enable the Trustees of *George Viscount Keith* deceased to sell certain Lands vested in them in Trust, and purchase with the Price thereof the Lands of *Burnbrae*, and to empower the Heir of Entail of the said Lands of *Burnbrae* to dispose of the same, and for investing the Price thereof in other Lands to be entailed to the same Series of Heirs. [27th June 1834.]

WHEREAS *George Keith Elphinstone Viscount Keith*, now deceased, did, upon the Ninth Day of *July* One thousand eight hundred and seventeen, execute a Trust Disposition and Settlement, which is registered in the Books of Council and Session the Fifth Day of *April* One thousand eight hundred and twenty-three, whereby he gave, granted, alienated, disposed, assigned, and conveyed to and in favour of *David Erskine* of *Cardross* in the County of *Perth*, and of *Petersham* in the County of *Surrey*, Esquire, *Henry Merrik Hoare* Esquire, of *Fleet Street* in the City of *London*, Banker, *James Loch* of *Lincoln's Inn*, Esquire, Barrister at Law, and *William George Adam* of the same Place, Esquire, Barrister at Law, or such of them as should accept, and to the Survivors and last Survivor of them, and to such other Person or Persons as he might appoint by any Deed or Nomination to be thereafter executed by him, and to such other Person or Persons as

Trust Deed
of Entail by
Viscount
Keith, 9 July
1817.

[Private.]

his said Trustees therein named, or to be thereafter named by him, and accepting, or the Survivors or last Survivor of them, should assume into the said Trust in consequence of the Powers thereby vested in them for that Effect, and to the Heirs of the last Survivor, the Majority of those accepting, whether named or to be named by him, or to be assumed, being declared to be a Quorum, all and whole the Lands, Lordships, Baronies, and others therein specially disposed, and *inter alia* all and whole the Lands of *Bogside*, sometime possessed by *Adam Drysdale*, and purchased by *Charles Cochrane* from *John Erskine* of *Balgownie*, with whole Houses, Yards, Parts, Privileges, Pendicles, and Pertinents thereof, together with all Right and Interest which the said *John Erskine* had in and to the Muir of *Culross*, with all Right of Servitude of Pasturage and others upon the Muir, being Parts of the Estate of *Culross*, lying in the Parish of *Culross* and Sheriffdom of *Perth*; as also all and hail the Town of *Stonehaven*, Houses and Yards of the same, Harbour thereof, Haven Silver, Small Customs, Anchorages, and all other Duties and Casualties thereto belonging, together with the Privilege of Mosses and Pasturage, and all other Privileges whereunto the Tenants, Feuars, and Inhabitants of the said Town of *Stonehaven* are entitled to or in the Possession of at the Time of the Attainder of *George* late Earl Marischall, lying within the Sheriffdom of *Kincardine*, together with the Teinds, Parsonage, and Vicarage of the same, with the Exception of the Houses and Yards which were sometime possessed by Mrs. *Herdman* and *John Morgan*, which were judicially sold in the Course of the Ranking and Sale at the Instance of certain Creditors of the *York Building* Company against the said Company, and their whole Creditors, as Part of the Second Lot of *Dunnottar*, and also all Right which the said Company or their Creditors had in or over the Braes of *Stonehaven* and the Muir lying South of the *Smithy Muir Farm* upon each Side of the Public Road, all lying in the Shire of *Kincardine*, and in general those Parts of the Barony of *Dunnottar*, and Teinds of the same, not included in the former judicial Sales in favour of *George Keith* late Earl Marischall, and *Alexander Allardyce* Esquire, of *Dunnottar*; all and whole the Town and Lands of *Easter Kirkton* and *Wester Kirkton*, and whole Pertinents thereof, being Parts of the said Estate of *Culross*, lying in the Parish of *Culross* and Sheriffdom of *Perth*; all and whole the Superiority and Property of all and whole the Five Pounds Land of old Extent of *Badenheath*, with the just and equal Half of all and whole the Seven Shilling Land of old Extent called the *Hole*, and the Teinds and Pertinents of the said Lands, all lying in the Parish of *Westerlenzie* or *Kirkintilloch* and Sheriffdom of *Dumbarton*; all and whole Two Houses or Tenements erected by the said Viscount in the new Feus of the Town of *Cumbernauld* in the said County of *Dumbarton*, with the Area whereon the same are built, and all and whole the Lands of *Blainkeerie*, comprehending the adjoining Lands of *Righead* and *Band* or *Baad*, and Pertinents, as described in the Titles thereof, in the Parish of *Culross* and Shire of *Perth*, or as the said several Lands and others may be more fully or otherways described and comprehended in the respective Title Deeds thereof: And whereas by the said Trust Disposition and Settlement the said *George Viscount Keith*, after granting to the said Trustees various Powers for the Management of the Lands and Estates thereby conveyed,

conveyed, declared that the said Disposition and Settlement was granted in Trust; first, that the whole Lands and Estates thereby conveyed, and which might be purchased by the said Trustees, should be held and managed by them until an Heir Male of his Body should arrive at the Age of Twenty-one Years complete, or until the Failure of all Heirs Male of his Body before any of them should attain the Age of Twenty-one Years, during which Period they should apply the Rents, Duties, and Casualties thereof, in the first place, in maintaining and educating such Heir Male of his Body in a Manner suitable to his Rank; in the second place, in finishing and completing, according to the Plan upon which they had begun, the Mansion House, Office Houses, Garden, and Pleasure Grounds which he was then erecting and laying out at *Tulliallan*, and in keeping the same in good and proper Repair, allowing such Heir Male to occupy and possess the same when the said Trustees should think fit; in the third place, in maintaining and educating the Child or Children of his Daughter the Honourable *Margaret Mercer Elphinstone*, Wife of Count *Charles Flahault*, in manner therein particularly mentioned; and lastly, in accumulating the Residue thereof, after deducting the necessary Expences of Management, and laying out the same in the Purchase of Lands in *Scotland*, and entailing such Lands in the same Manner as is therein appointed to be done with the free Residue of his Means and Estate; and upon such Heir Male arriving at the Age of Twenty-one Years complete, the said *George Viscount Keith* appointed his said Trustees to execute and record in the Register of *Taillies*, and in the Books of Council and Session, a Disposition of strict Entail of the whole Lands and others particularly and generally conveyed and directed to be entailed, together with the Lands which may have then been purchased by the said Trustees for the Purpose of being entailed, to and in favour of such Heir Male of his Body first attaining the Age of Twenty-one Years, and to the Heirs Male of his Body; whom failing, to the other Heirs Male of his the said Viscount's Body, and to the Heirs Male of their Bodies; whom failing, to the Heirs Male of the Body of the said *Margaret Mercer Elphinstone*, capable of holding and inheriting Real Estate in the United Kingdom of *Great Britain* and *Ireland*, and being educated as Protestants within the said United Kingdom, and who should have come under no Allegiance to any Foreign Power, and should not have enrolled themselves nor accepted of any Commission in the Service of any Foreign State or Potentate; whom failing, *Georgina Augusta Henrietta Elphinstone*, Daughter procreated of the Marriage betwixt him the said Viscount and *Hester Maria Thrale* Viscountess *Keith*, and the Heirs Male of her Body; whom failing, to the other Daughters to be procreated of his Body, one after another in the Order of their Seniority, and to the Heirs Male of their Bodies; whom failing, to the Heirs Female of the Body of any Heir or Heirs Male thereafter to be procreated of his the said Viscount's Body; whom failing, to the Heirs Female of the Body of the said *Margaret Mercer Elphinstone*, capable of holding and inheriting Real Estate, and having been educated as Protestants within the said United Kingdom, and not having come under any Foreign Allegiance, nor been enrolled nor having accepted of any Commission in Foreign Service as aforesaid; whom failing, to the Heirs Female of the Body of

of the said *Georgina Augusta Henrietta Elphinstone*; whom failing, to the Heirs Female of the Bodies of any other Daughters who might be thereafter procreated of his the said Viscount's Body, one after the other in the Order of their Seniority; whom failing, to the Honourable *Mary Elphinstone*, his the said Viscount's Sister German, and the Heirs Male of her Body; whom failing, to the Right Honourable *John Lord Elphinstone* and the Heirs Male of his Body; whom failing, to the Honourable *Charles Elphinstone Fleming* of *Biggar* and *Cumbernauld*, his the said Viscount's Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *James Ruthven Elphinstone*, his the said Viscount's Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *Mountstuart Elphinstone*, his the said Viscount's Nephew, and the Heirs Male of his Body; whom failing, to the Honourable *William Fullerton Elphinstone*, his the said Viscount's Brother German, and the Heirs Male of his Body; whom failing, to the Heirs Female of the Body of the deceased *John Lord Elphinstone*, his the said Viscount's Brother; whom failing, to the Heirs Female of the Body of the said Honourable *William Fullerton Elphinstone*; whom failing, to *John Adam*, eldest Son procreated of the Marriage betwixt the Right Honourable *William Adam* of *Woodstone*, One of His Majesty's most Honourable Privy Council, and One of the Barons of Exchequer, and Lord Chief Commissioner of the Jury Court in *Scotland*, and the Honourable *Eleanora Elphinstone*, his the said Viscount's Sister German, and the Heirs whatsoever of his Body; whom failing, to *Charles Adam*, Second Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *William George Adam*, Third Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Frederick Adam*, Fourth Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Francis James Adam*, Fifth Son of the said Marriage, and the Heirs whatsoever of his Body; whom failing, to *Clementina Adam*, Daughter of the said Marriage, the Wife of *John Anstruther Thomson* of *Charlton*, and the Heirs whatsoever of her Body; whom failing, to the Right Honourable *Clementina Dowager Lady Perth*, his the said Viscount's Sister, and the Heirs whatsoever of her Body; whom failing, to any Person or Persons to be named by him the said Viscount in any Nomination or other Writ to be executed by him thereafter as relative to the said Trust Disposition and Settlement; and failing of such Nomination, or of the Persons therein to be named, then to his own nearest Heirs whomsoever and their Assignees, the eldest Heir Female excluding Heirs Portioners, and succeeding always without Division through the whole Course of Succession, but with and under the Declarations, Burdens, Conditions, Provisions, Restrictions, Limitations, Exceptions, and Clauses irritant and resolute therein contained, being such as by the Law of *Scotland* constitute and form a strict Entail, and which are appointed to be inserted in the Entail directed to be made by the said Trustees: And whereas the said Viscount, subsequent to the Execution of the said Trust Disposition, acquired all and whole the Lands of *Castlehill*, with the Houses and Pertinents lying betwixt the Lands of *Westerkirk* and _____ upon the East, and the Sea Shore upon the South, *The Potts* and *Poffiles* on the West, and *Breadies Meadow*, *Langside Walls*, and *Ashes* upon the North Parts; also the
foresaid

foresaid Meadow called *Breadies Meadow*, with the Pertinents, with the Teinds of these Lands; also the Lands and Bounds of *Musselscape*, with the Shell Fishes and other Privileges; all lying within the Parish and Regality of *Culross* and Sheriffdom of *Perth*, or as the said Lands of *Castlehill* and others may be more fully described in the Title Deeds thereof: And whereas the said *George Viscount Keith* having died on or about the Tenth Day of *March* One thousand eight hundred and twenty-three, the said Trustees accepted of the Office committed to them by the said Trust Deed, and were infeft in the Lands thereby disposed to them, and in the said Lands herein-before mentioned; conform to Instruments of Sasine in their Favour dated and recorded as follows; *videlicet*, in so far as relates to the Lands of *Bogside* and *Easter* and *Wester Kirkton*, and Lands of *Righead* and *Blainkeerie*; by Instrument of Sasine dated the Ninth Day of *September*, and registered in the General Register of Sasines the Tenth Day of *October*, One thousand eight hundred and twenty-three, which Instrument of Sasine contains and comprehends those Parts of the Estate of *Culross* above described, and others; in so far as relates to the Town of *Stonehaven*, by Instrument of Sasine dated the Sixteenth Day of said Month of *September*, and registered in the said General Register of Sasines the said Tenth Day of *October*, One thousand eight hundred and twenty-three; in so far as relates to the Property and Superiority of the said Lands of *Badenheath* and *Hole*, by Two Instruments of Sasine, both dated the Twenty-seventh Day of *October*, and both recorded in the said General Register the Twenty-second Day of *November*, One thousand eight hundred and twenty-four; in so far as relates to the Lands of *Castlehill*, by Instrument of Sasine dated the Fifth and recorded in the said General Register of Sasines the Twelfth Day of *May* One thousand eight hundred and thirty-one; and in so far as relates to the Houses at *Cumbernauld* the same are contained in a Building Lease by the Trustees of the Honourable Admiral *Fleming* in favour of the said Trustees of Viscount *Keith*, dated the Twenty-sixth Day of *February* One thousand eight hundred and thirty-one, and Eighteenth and Twenty-sixth *January*, and registered in the Books of Session the Thirteenth Day of *April*, One thousand eight hundred and thirty-two: And whereas *Edward Primrose* Esquire, of *Burnbrae*, now deceased, did by a Disposition and Taillie bearing Date the Tenth Day of *August* One thousand seven hundred and seventy, and registered in the Particular Register of Taillies at *Edinburgh* the Seventh Day of *March* One thousand seven hundred and eighty, and also in the Books of Council and Session at *Edinburgh* the Twenty-eighth Day of the said Month and Year last mentioned, give, grant, and dispone, heritably and irredeemably, to himself and *Rachael Lohead* his Spouse, in Liferent, and to the Heirs Male to be lawfully gotten of their the said *Edward Primrose* and *Rachael Lohead*'s Bodies, and the Heirs Male of their Bodies; whom failing, to the Heirs Male to be lawfully gotten of his the said *Edward Primrose*'s Body in any subsequent Marriage, and the Heirs Male of their Bodies; whom failing, to *James Primrose* his Nephew, and the Heirs Male to be lawfully gotten of his Body, and the Heirs Male of their Bodies; whom failing, to the Heirs Female to be lawfully gotten of his Body, and the Heirs Male of their Bodies; whom failing, to the Heirs Female to be lawfully gotten of the Body of the said *James Primrose* his

Deed of Entail by E. Primrose, Esq. 10 August 1770.

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Nephew,

Nephew, and the Heirs Male of their Bodies; whom failing, to his the said *Edward Primrose's* own nearest and lawful Heirs Male of the Name of *Primrose*, and the Heirs Male of their Bodies; and these all failing, to his own nearest and lawful Heirs whatsoever in Fee, the eldest Heir Female and the Descendants of her Body always excluding all other Heirs Portioners, and succeeding without Division, and the Right of Primogeniture taking place among the Female Heirs in like Manner as it does by Law among Heirs Male; all and whole that his Fourth Part being the Western Part of the Lands of *Kincardine* called the *Burnbrae*, with the Teind Sheaves thereof, Superiority of the said Lands, and heall Feu Duties and Casualties which were or might become due and payable furth thereof, with the whole Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Pasturages, and heall other Pertinents belonging thereto, lying within the Parish of *Tulliallan* and Shire of *Perth*, bounding betwixt the Lands formerly of the Earl of *Kincardine* and the deceased *Henry Cowhie* on the East be eminent Marches, Limits, and March Stones yet to the fore, put into the Ground betwixt the said Lands, and to the Sea on the South Part, and to the Highway called _____ upon the West Part, and to the Lands of the said *Henry Cowhie* upon the North Parts; as also all and heall these his Two Tenements of Land, high and laigh, back and fore, containing Three Roods and One Half of Ground, lying in the Town of *Kincardine* on the South Side of the Street leading to the Shore, within the said Parish of *Tulliallan* and Shire foresaid, with the Teinds, Parsonage, and Vicarage of the same, and heall Parts, Pendicles, and Pertinents thereunto belonging; but always with and under the several Burdens, Conditions, Provisions, Restrictions, Limitations, Clauses irritant and resolute, Reservations and others therein contained, and such as are usual in Settlements of Land in strict Entail in the Law of *Scotland*, containing among other Provisions a Prohibition against the Heirs of Entail from selling, alienating, or disponing, either irredeemably or under Reversion, the said Lands or any Part thereof: And whereas the said *Edward Primrose* having died, he was succeeded in the said Lands of *Burnbrae* and others by *James Primrose* his Nephew, who made up Titles thereto under the said Disposition and Taillie conform to Retour of his general Service as Heir of Taillie and Provision to the said *Edward Primrose*, dated at *Edinburgh* the Twelfth Day of *July* One thousand seven hundred and eighty, Instrument of Resignation following upon the said Disposition and Taillie and Retour in favour of the said *James Primrose*, dated the Seventh Day of *August* One thousand seven hundred and eighty, Charter of Resignation following thereon in favour of the said *James Primrose*, dated the Seventh and written to the Seal and registered the Twenty-third Day of *August* One thousand seven hundred and eighty, and Instrument of Sasine following upon the said Charter in favour of the said *James Primrose*, dated the Twenty-first Day of *October*, and registered in the General Register of Sasines at *Edinburgh* the Sixth Day of *November*, One thousand seven hundred and eighty: And whereas the said *James Primrose* having died, he was succeeded in the said Lands and Estate by his Daughter Mrs. *Susan Primrose*, Wife of *James Smith Primrose*, who made up Titles thereto conform to Retour of her special Service as Heiress of Taillie

and Provision in special to the said *James Primrose* deceased, her Father, at *Edinburgh*, the Twenty-fourth Day of *March* One thousand eight hundred and thirty, and duly retoured to Chancery, Precept from Chancery for infefting the said Mrs. *Susan Primrose* in the said Lands and Estate as Heiress of Entail aforesaid, dated the Twentieth Day of *April* One thousand eight hundred and thirty, and Instrument of Sasine following thereon in her Favour, dated the Tenth and registered in the Particular Register of Sasines at *Perth* the Eleventh Day of *May* One thousand eight hundred and thirty: And whereas the said Mrs. *Susan Primrose* having shortly thereafter died, she was succeeded in the said Lands and Estate by her immediate younger Sister Miss *Jane Primrose*, who now stands infeft and seised therein conform to the following Titles; *videlicet*, Retour of her Service as Heiress of Taillie and Provision in special to her said Sister Mrs. *Susan Smith Primrose* deceased, dated the Eleventh Day of *October* One thousand eight hundred and thirty, Precept from Chancery for infefting the said Miss *Jane Primrose* as Heiress of Taillie and Provision of the said Mrs. *Susan Smith Primrose* in the said Lands and Estate, dated the Twenty-third Day of *October*, and Instrument of Sasine following thereon in favour of the said Miss *Jane Primrose*, dated the Sixth and registered in the Particular Register of Sasines at *Perth* the Eighth Day of *November*, One thousand eight hundred and thirty: And whereas the said Lands of *Burnbrae* and others, held under Entail by the said Miss *Jane Primrose*, described in the Schedule marked (A.) hereunto annexed, lie contiguous to and surrounded and intersected by the Lands held by the said Trustees of *George Viscount Keith*, directed to be entailed upon the Heirs named and described in the said Trust Disposition and Settlement; and it is very desirable that the said Trustees should be enabled to acquire for the said Heirs the said Lands of *Burnbrae* and others, which are not advantageously situated for the Heirs entitled to succeed thereto under the said Deed of Taillie executed by *Edward Primrose*, being surrounded as aforesaid by the Lands held by the said Trustees: And whereas the Lands herein-before described, held by the said Trustees, and set forth in the Schedule marked (B.) hereunto annexed, lie detached from the Bulk of the Estates, and, partly lying in different Counties, might be disposed of advantageously by the said Trustees, and the Price thereof applied in the Purchase of the said Lands of *Burnbrae* and others at the Price at which the same are valued in the said Schedule marked (A.) hereunto annexed, at which Price the said Lands of *Burnbrae* and others have been agreed to be sold to the said Trustees by the said *Jane Primrose*, subject always, so far as relates to the Price of Coal, to the Sum to be ascertained as the Value thereof by a subsequent Reference, in Terms of an Agreement entered into between the said Trustees of the said Viscount *Keith* deceased and the said *Jane Primrose* and *Rachael Primrose*, Heiress of Entail next in Succession to the said Estate, dated the Seventh, Twelfth, and Seventeenth Days of *May* One thousand eight hundred and thirty-four Years; and as stated in the Note at said Schedule (A.), the said Lands of *Burnbrae*, being so acquired, to be entailed by the said Trustees on the Heirs to be named and appointed under the Entail directed by the said Trust Disposition

Estate of
Viscount
Keith, or
Part thereof,
to be sold
by Trustees,
and the
Money
arising there-
from to be
applied in
Purchase of
Lands of
Burnbrae, &c.

Disposition and Settlement granted by *George Viscount Keith*, to be executed by the said Trustees; and the Price to be so obtained for the said Lands of *Burnbrae* and others might be invested elsewhere advantageously for the Heirs appointed to succeed under the said Disposition and Taillie executed by the said *Edward Primrose*, the Lands to be so purchased being settled and secured to the Heirs appointed to succeed by and in Terms of the said Disposition and Taillie: But as these Purposes cannot be attained without the Aid and Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 of said *George Viscount Keith* to sell and dispose of the said Lands and Estates, as the same are herein-before described, and as set forth in the said Schedule (B.) hereunto annexed, or as the same may be more particularly described in the Title Deeds thereof, or such Part or Parts thereof as may be necessary to produce a Sum sufficient to purchase and acquire the said Lands and Estate of *Burnbrae* and others, as the same are described and valued in the said Schedule (A.) hereunto annexed, under the Provision as to the Price of Coal therein stated, and that by exposing the said Lands contained in the said Schedule (B.) to Sale in such Lot or Lots as they may think proper, and 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 always, that previous Notice of all such intended Sales and of such adjourned Sale shall be given as often and in such Newspaper published in *Scotland* as the said Trustees shall think necessary and proper.

Purchase
Money of
Viscount
Keith's
Estate to be
paid into
Banks in
Scotland, in
the Names of
his Trustees.

II. And be it further enacted, That when such Sale or Sales of the Lands in Schedule (B.) 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*, in the Names of the said Trustees of the said Viscount *Keith*, 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 applied in Payment of the Purchase of the said Lands of *Burnbrae* and others contained and valued in the said Schedule (A.); 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 Purchasers or Purchaser 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 Settlement of the said *George Viscount Keith*, 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 the Receipt of the Treasurer, Cashier, or Manager of any of the said Banks for the Money paid

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.

III. And be it further enacted, That the said Trustees shall apply the Money arising from such Sale, or so much thereof as shall be necessary, in purchasing and acquiring the said Lands and Estate of *Burnbrae* and others contained in the said Schedule (A.), and to that End shall draw from the said Bank or Banks the Price or Prices so deposited by the said Purchaser or Purchasers, with the Interest arising thereon, and again pay the Amount that shall be so necessary for the said Purchase of the Estate of *Burnbrae* and others into the Bank of *Scotland*, Royal Bank of *Scotland*, Bank of the *British Linen Company*, Commercial Bank of *Scotland*, or National Bank of *Scotland*, without Fee or Reward, in the Names of the Trustees to be herein-after nominated and appointed, to be disposed of in manner herein-after provided, by the Authority and under the Direction of the Court of Session in either of its Divisions; and such Money, when so paid in, shall produce the highest Rate of Interest that can be obtained for the same, and the Interest arising from the Money so paid in shall, by the said Trustees herein-after nominated, be applied as herein-after directed.

Purchase Money of the Lands of *Burnbrae*, &c. to be paid into the said Banks in the Names of Trustees after named.

IV. And be it further enacted, That upon the Payment by the said Trustees of the Price of the Estate of *Burnbrae* and others into one or other of the said Banks in manner herein-before directed, the said Lands and Estate of *Burnbrae* and others, freed, relieved, exonerated, and discharged of and from all the Conditions, Provisions, Declarations, Limitations, and Irritancies in and by the said recited Deed of Entail limited, imposed, provided, expressed, and declared, and from all other Burdens and Incumbrances whatever, shall thereupon vest and be vested in the said Trustees of the said deceased *George Viscount Keith*, to and for the Intents, Uses, and Purposes of the said Trust Deed and Settlement executed by him, in such and the like Manner as if the said Lands of *Burnbrae* and others had been contained in the said Trust Deed and Settlement; and it shall and may be lawful for the said *Jane Primrose*, or the Heir of Entail in Possession of the said Entailed Estate for the Time being, and she or such Heir is hereby authorized and required, to grant and execute to the said Trustees of the said deceased *George Viscount Keith* a Disposition and Conveyance of the said Lands and Estate of *Burnbrae* and others, freed and relieved as aforesaid of all the Conditions, Restrictions, and Fetters of the said Deed of Entail, for the Purposes of the said Trust as aforesaid; and the said *Jane Primrose*, or other Heir executing such Disposition and Conveyance, shall not thereby or on that Account incur any Forfeiture or Irritancy under the said Deed of Entail; and along with the said Disposition the said *Jane*

Upon Payment of Purchase Money as above, Lands of *Burnbrae*, &c. to vest in *Viscount Keith's* Trustees.

[Private.]

Primrose or other Heir shall deliver up to the said Trustees the Title Deeds of the said Estate of *Burnbrae*, and shall free and disburden the said Estate of all Burdens and Incumbrances whatever.

Receipt of Treasurer, &c. of any of said Banks to be a good Discharge.

V. And be it further enacted, That the Receipt or Receipts of the Treasurer, Cashier, Secretary, Manager, or other proper Officer of one or other of the said Banks for the Payment hereby authorized to be made shall be a good and sufficient Release or Discharge to the said Trustees of the said deceased *George Viscount Keith* for the Price or so much of the Price as shall be paid by them for the said Lands and Estate of *Burnbrae* and others, for the Sum or Sums for which such Receipt or Receipts shall be given; and thereafter the said last-mentioned Trustees shall be and are hereby absolutely acquitted, exonerated, and discharged of and from the same, and shall not be obliged to see to the Application thereof or of any Part of the same, or be answerable or accountable for any Loss, Misapplication, or Non-application thereof or any Part thereof, or be subject to any Challenge or liable to any Claim at the Instance of the Heirs of Entail of the said Estate of *Burnbrae*, or any of them, upon any Ground whatever.

Part or Parts of Viscount Keith's Estate not sold to continue vested in his Trustees.

VI. And be it further enacted, That upon the Completion of the Purchase of the said Lands and Estate of *Burnbrae* and others such Part or Parts of the said Lands and Estates contained in the said Schedule (B.) as shall not be sold under the Authority of this Act (if any) shall revert to the said Trust, and shall continue vested in the said Trustees until the same shall be disposed and conveyed by them to the Series of Heirs nominated and appointed by the said Trust Deed and Settlement of the said *George Viscount Keith*, and with and under all the Conditions, Provisions, Declarations, Reservations, Burdens, Faculties, Restrictions, Limitations, and Clauses irritant and resolute contained in the said Trust Deed, and thereby directed to be imposed upon the Heirs succeeding to the Lands and Estates.

Surplus, if any, of Price of Lands in Schedule (B.) to be laid out in Purchase of other Lands.

VII. And be it further enacted, That in case any Surplus shall remain of the Price or Prices of the said Lands and Estate contained in the said Schedule (B.), or such Part thereof as shall have been sold under the Authority of this Act, 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 lay out and employ such Surplus in the Purchase of other Lands and Heritages, in Terms of and according to the Directions contained in the said recited Trust Deed and Settlement, and shall dispose and convey the Lands and Heritages so to be purchased, together with any Part of the said Lands and Estate contained in the said Schedule (B.) which may remain unsold, by a formal and valid Disposition and Deed of Entail, 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 thereby 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 thereto shall be in the Terms of the said Trust Deed and Settlement,

Settlement, 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.

VIII. And be it further enacted, That in case after the passing of this Act an adequate Price cannot immediately be obtained for the said Lands contained in the said Schedule (B.) hereby authorized to be sold by the said Trustees, and it shall be deemed expedient by the said Trustees that the Sale of the said Lands, or any Part thereof, shall be postponed, it shall and may be lawful for the said Trustees to delay as long as they shall think fit the Sale of such Lands accordingly; and it shall and may, in the meantime and until such Sale be made, be lawful for the said Trustees to grant Heritable Bonds of Security, or other Heritable Securities, for the Price or any Part of the Price of the said Lands and Estate of *Burnbrae* and others, in favour of any Person or Persons who may be willing to lend or advance such Price or any Part thereof, over and upon the said Lands contained in the said Schedule (B.) hereby authorized to be sold, or any Part thereof, which Heritable Bonds or Heritable Securities shall be good, valid, and effectual to the Person or Persons in whose Favour the same shall be granted, and his, her, or their Heirs or Assignees, and shall effectually bind such Part of the said Lands and others contained in the said Schedule (B.) as shall be included in such Heritable Bonds or Securities, it being hereby declared that the Lenders or Receiver of such Securities shall be in no ways concerned with the Application of the Sum or Sums so to be borrowed, or any Part thereof.

Sale may be postponed; and Trustees may raise Money by Heritable Bonds upon the said Estate.

IX. And be it further enacted, That the Money to be paid into the said Banks or one or other of them by the Trustees of the said deceased *George Viscount Keith* shall be so paid in in the Names of *Archibald Sterling* of *Keir* Esquire, *John Russel* Esquire, Advocate, *Charles Baxter* Esquire, Writer in *Edinburgh*, *Allan M'Dougall* Esquire, Writer to the Signet, *James Russel* Esquire, and *Henry Aitken* Esquire, Writers in *Falkirk*, all in *Scotland*, but upon Trust, nevertheless, and to and for the Uses, Intents, and Purposes hereinafter expressed; namely, that they the said *Archibald Sterling*, *John Russel*, *Charles Baxter*, *Allan M'Dougall*, *James Russel*, and *Henry Aitken*, and the Survivors and Survivor of them, and the Heirs of such Survivor, may and shall with all convenient Speed, under the Authority and with the Approbation of the Court of Session in either Division thereof, and under their Direction, and by and with the Consent and Approbation of the said *Jane Primrose*, or of the Heir of Entail for the Time being entitled to Possession under the said Deed of Entail of *Burnbrae* and others, or the Tutors and Curators or Guardians of such Heir, if under Age, lay out, invest, and apply the Principal Monies which shall remain at the Credit of the said last-mentioned Trustees in the Account to be raised in the Books of the said Banks in their Names as aforesaid in the Purchase of other Lands and Estates situated in *Scotland*, and that at such fair and just Price as ought reasonably to be given for the same, and of which

Trustees in whose Names the Purchase Money of Lands of *Burnbrae*, &c. is to be paid into Banks in *Scotland*, upon Trust as herein mentioned.

which the Court of Session shall approve and confirm; and the Lands and Estates so to be purchased as aforesaid shall be conveyed and disposed by the said last-mentioned Trustees, under the Authority and by the Direction and Appointment of the said Court of Session in either Division thereof, and that in the Manner and Form which shall appear to the Judges of the said Court most proper for effectually settling and securing the said Lands and Estates, freed of and discharged from all Debts and Incumbrances affecting, or which can, shall, or may affect the same, to and in favour of the said *Jane Primrose* or Heir of Entail entitled to Possession for the Time being under the said Deed of Entail of the Lands and Estate of *Burnbrae* and others, and the other Heirs of Entail entitled to take and to succeed under and by virtue of the said Deed of Entail, and that in the Way of strict Entail, under all the Provisions, Conditions, Declarations, Limitations, Clauses prohibitory, irritant, and resolute, provided, expressed, and declared in and by the said Deed of Entail, in so far as the same are subsisting and capable of taking effect; which Settlement of Entail shall be so framed as to bind the said *Jane Primrose* or other Heir in whose Favour the same shall be made, as well as the succeeding Heirs of Entail: Provided always, that until such Time as such Lands and Estates shall be so purchased and entailed the said Trustees hereby appointed shall pay the Interest of the Money to be paid into one or other of the said Banks in their Names as aforesaid to the said *Jane Primrose* or other Heir of Entail who for the Time being would be entitled to the Possession of the said Lands and Estate of *Burnbrae* and others, or Lands and Estates to be purchased and entailed in lieu thereof, for her, or his, or their own Use and Behoof.

Deeds of Settlement last mentioned, when executed by Trustees, to be duly recorded.

X. And be it further enacted, That after the said Disposition and Deed of Settlement of Entail shall be made and executed in the Manner and to the Effect aforesaid the same shall be recorded in due Form in the Register of Tailzies for the Security of all Persons interested therein, and a Charter or Charters shall pass and be obtained thereupon, and Infeftment taken in virtue of the Precept or Precepts of Sasine to be therein contained, and registered agreeably to the Form and Practice of the Law of *Scotland*, upon all which the said Court of Session shall interpose its Authority, by declaring that the Directions by this Act given have been complied with according to the true Intent and Meaning thereof.

Claim of *Jane Primrose* or other Heirs of Entail of *Burnbrae* for Improvements not to be affected by this Act.

XI. Provided always, and be it enacted, That neither the Sale of the said Lands of *Burnbrae* nor any thing in this Act contained shall deprive or be construed to deprive the said *Jane Primrose* and the other Heirs of Entail of the said Lands of *Burnbrae* of or from any Claim heretofore competent or which may hereafter become competent to them or either of them for Improvements made by them or their Predecessors in the said Estate, or other Expenditure therewith connected, which they or either of them are legally entitled to recover from the said Entailed Estate, or which they would have been entitled to recover therefrom had the said Sale not taken place; and provided also, that all such Claims shall be equally available against the Price of the said Entailed Estate, and the Estate to be

purchased therewith and entailed as aforesaid, as they would have been against the said Lands of *Burnbrae* had the same not been sold.

XII. And be it further enacted, That if the said *Archibald Sterling*, *John Russel*, *Charles Baxter*, *Allan M'Dougall*, *James Russel*, and *Henry Aitken*, or any of them, shall die, or be desirous of being discharged from or become incapable to act in the Discharge of the Trusts, Powers, and Authorities hereby in them vested, at any Time before the said several Trusts, Powers, and Authorities by this Act conferred upon them shall have been fully performed and carried into effect, then and in any of these Events, and when and so often as the same shall happen, it shall and may be lawful to and for the said Court of Session in either of the Divisions thereof, and they are hereby authorized and empowered, upon the Application of the said *Jane Primrose*, or of the Heir of Entail under the said recited Deed of Entail for the Time, to appoint any other fit Person or Persons to be a Trustee or Trustees for the Purposes of this Act in the Place and Stead of them the said *Archibald Sterling*, *John Russel*, *Charles Baxter*, *Allan M'Dougall*, *James Russel*, and *Henry Aitken*, or such of them as shall so die, or be desirous to be discharged from or become incapable to act in the Execution of the Trusts, Powers, and Authorities by this Act given and conferred upon them, any or either of them, and so from Time to Time to appoint and re-appoint fresh Trustees as often as there shall be Occasion, and, whensoever any new Trustee or Trustees shall be so appointed as aforesaid, to order and decree that all the Money paid into Bank as aforesaid in the Names of the said *Archibald Sterling*, *John Russel*, *Charles Baxter*, *Allan M'Dougall*, *James Russel*, and *Henry Aitken*, shall, for the Purposes of this Act, stand and be at the Credit of the surviving Trustee or Trustees, together with such new Trustee or Trustees, or wholly in such new Trustee or Trustees, according as the Case may require, and in the Survivors or Survivor of them, and the Heirs of such Survivor, and upon the same Trusts, and to and for the same Uses, Intents, and Purposes, and with and under and subject to all the Powers and Authorities by this Act given and declared, or such of them as may be existing at the Time and capable of taking effect; declaring that the Accounts and Intromissions of such Trustee or Trustees so dying, or being desirous of being discharged, or being incapable to act, shall without Delay be settled with them or their Representatives by the Court of Session.

On Death, &c. of Trustees herein named for Lands of Burnbrae, &c., the Court of Session may appoint others.

XIII. And be it further enacted, That the Majority of the aforesaid Trustees above named, or of such other or others as may be appointed Trustees in their Room and Stead, shall be a legal and sufficient Quorum for carrying all the Purposes of this Act into execution and effect.

Quorum of Trustees.

XIV. And be it further enacted, That the said Trustees by this Act nominated and appointed, and the Survivors or Survivor of them, and the Person or Persons who may be appointed by the Court of Session in virtue of the Power and Authority in that respect by this Act given to them as Trustee or Trustees as aforesaid, their Heirs, Executors,

Liability of Trustees.

[Private.]

cutors, or Administrators, shall not be charged or chargeable with or accountable for any more Money than they shall actually respectively receive by virtue of this Act, nor for any Loss of such Money or of any Part thereof, so as that the same happen without their wilful Neglect or Default respectively, nor any of them for the others or other of them, but each of them only for his own actual Intromissions, Acts, Receipts, Neglects, or Defaults; and that they and each of them shall, by and out of the Money coming into their Hands in virtue of this Act, be entitled, in the first place, to reimburse himself and themselves of all Costs, Charges, and Expences which they, any or either of them, shall severally and respectively incur, sustain, pay, expend, or be put unto in any Manner of Way in or about the Exercise or Performance of the Trusts hereby in them reposed, or on account of any Act, Transaction, Matter, or Thing relating thereunto, in any Manner of Way whatsoever.

Expences of
Sales and of
this Act.

XV. Provided always, and be it enacted, That it shall and may be lawful for the Trustees of the said deceased *George Viscount Keith* to pay, out of the Trust Funds under their Charge, such Proportion of the Expences of procuring and passing this Act as shall have been or shall be agreed to be defrayed by them, and also the Expences of making the Sales hereby authorized to be made, and incident thereto; and that the said Court of Session in either of the Divisions thereof do and shall, upon the summary Application of the Trustees hereby appointed, order and direct the Treasurer, Cashier, Manager, or other proper Officer of any of the said Banks respectively into which Money shall have been paid as aforesaid, to pay out of such Money all the Costs, Charges, and Expences which shall be fixed and agreed on to be borne by the Heirs of the said Entailed Estate of *Burnbrae* and others, incurred in and about procuring and passing this Act, and in all the Proceedings and Management necessary towards the completing the Purchases of the Lands to be settled and entailed instead of the said Lands and Estate of *Burnbrae* and others, and of the Conveyances, Deed of Entail, and other Titles or Deeds required to be made in completing the Purposes of this Act.

Court of
Session, after
investigating
Transactions
of Trustees,
may grant
them a Dis-
charge and
Exoneration.

XVI. And be it enacted, That as soon as the said Trustees of the said deceased *George Viscount Keith* shall have completed the Purchase of the said Lands of *Burnbrae* and others, and shall be infest in the said Lands for the Purposes of the said Trust as aforesaid, and as soon as the said Trustees hereby appointed shall, in virtue of the Powers of this Act, have purchased the Lands and Estates hereby directed to be purchased, and entailed the same, at the Sight and with the Approbation of the said Court of Session, and caused the Deed of Entail thereof to be recorded, and Infestment to be taken in the said Lands, and the Instrument or Instruments of Sasine recorded as herein-before directed, it shall be competent for the said Trustees respectively to apply by summary Petition to the said Court in either of its Divisions for a Discharge and Exoneration of their Transactions and Management respectively under the Authority of this Act; and the said Court are hereby empowered and required, after such Investigation into such Transactions and Management, and of the Intromissions of the said Trustees respectively, as they

they shall deem requisite, to exonerate and discharge the said Trustees respectively, and to declare them to be quit and discharged of such Transactions, Management, and Intrusions, and of all the Consequences thereof, and of all Action and Demand for or in respect of the same for ever.

XVII. And it is hereby expressly provided and declared, That nothing in this Act contained shall be held or construed to alter, innovate, change, or defeat the said recited Trust Deed and Settlement of the said deceased *George Viscount Keith*, or the said recited Deed of Entail of the Lands of *Burnbrae* and others, or to alter the Order of Succession therein and thereby respectively established, except in so far as it is and may be necessary to carry into effect the Purposes of this Act, but the said Trust Deed and Settlement, and the said Deed of Entail, shall respectively remain in all other respects in full Force and Effect.

Nothing herein to alter or defeat Deed of Settlement of Viscount Keith.

XVIII. Saving and reserving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, and their Heirs and Successors, Executors, Administrators, and Assigns, (excepting the Heirs entitled to succeed under the said Trust Deed and Settlement of the said deceased *George Viscount Keith*, and the Heirs entitled to succeed under the said recited Deed of Entail,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Estates hereby allowed to be sold, or any Part 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; any thing herein contained to the contrary thereof in anywise notwithstanding.

General Saving.

XIX. 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 Act refers.

Lands and Property of Burnbrae, situated in the Parish of Tulliallan and County of Perth, belonging to Miss Jane Primrose.

No.	Fields.	Contents.			Rate per Annum.	Estimated Rent.		
		A.	R.	F.		£	s.	d.
I.								
		A.	R.	F.	s.	£	s.	d.
1	Thrashie Croft	-	-	-	90	20	5	0
2	Short Butts	-	2	3	19			
	Planting in Ditto	-	0	0	6			
					2	3	25	
3	House Park, including Garden	-	9	2	11	13	1	6
	Planting in Ditto	-	0	2	32			
					10	1	3	
4	Field possessed by T. Dewar	-	2	1	9	48	15	6
5	Burnbrae Park	-	12	1	10	11	10	7
6	Ladies Park	-	-	-	-	52	6	6
	Unarable, including Site of Houses	-	11	3	28	59	12	6
		-	1	1	32	2	3	6
					13	1	20	
7	Land embanked off the Forth	-	17	0	25			
8	Salt Grass	-	0	2	22			
					17	3	7	
9	Mr. Turcan's Garden	-	0	3	34	62	5	6
	Muir Ground	-	7	0	0	4	16	3
	Garden possessed by Jeremiah Hogg, on a 33 Years Lease after Martinmas @	-	1	2	0	4	18	0
						15	0	0
	Total	-	72	3	28	294	14	10

II. Houses and Gardens let on Building Leases of 99 Years.

		Contents.			Estimated Rent.			
		A.	R.	F.	£	s.	d.	
10	Mrs. Drysdale	-	0	0	29 $\frac{1}{2}$	2	3	1 $\frac{1}{2}$
11	James Stirling	-	0	0	12	0	18	0
12	James Campbell	-	0	0	12 $\frac{1}{4}$	0	17	7 $\frac{1}{2}$
13	James Buchanan, a Piece of Ground	-	0	0	14 $\frac{1}{4}$	0	19	9 $\frac{1}{2}$
14	Heirs of J. Buchanan, House and Yard	-	0	0	14 $\frac{1}{4}$	0	14	0
15	John Murray	-	0	0	13 $\frac{1}{4}$	0	19	4
16	James Fotheringham, a Garden	-	0	0	15	1	0	0
17	Mrs. Norrie	-	0	0	12 $\frac{3}{4}$	0	19	2
18	John Kerr	-	0	0	12 $\frac{3}{4}$	0	19	1 $\frac{1}{2}$

		Contents.	Estimated Rent.
		A. R. F.	£ s. d.
19	John Miller, a Garden	0 0 12	0 17 7½
20	Ditto, House and Garden	0 0 12	0 17 7½
21	Alexander Turcan's Heirs	0 0 28½	2 1 10
22	William Carmichael, House and Garden	0 0 18	2 7 0
23	Old Barn	0 0 3	
24	Area Back of Drysdale's House	0 0 8¼	0 2 6
25	Small Area possessed by Mr. Murray, and Entry to ditto	0 0 3	0 2 6
26	Alexander Drysdale's Garden	0 0 3½	0 3 0
27	Jeremiah Hogg ditto (see above).		
28	Old Light Meeting House	0 0 18¼	1 16 0
29	Mr. Boyd	0 0 5	0 10 0
30	John Kennedy	0 0 16	1 3 1
	Entry North of Mr. Carmichael's	0 0 4	
	Andrew Morgan's Possession	0 0 30	2 5 0
		1 3 18	21 16 4

III. Feu Duties.

	£	s.	d.
John Crocket	0	0	9
Mrs. George Wylie	0	4	8
David Keir	0	8	0
Mrs. Blair and Widow Morrison	0	7	6
Mrs. Mitchell, now Archibald M'Laren	0	6	0
Robert Cumming	0	3	2
Tibby Kippen	0	4	1½
George Dewar	0	1	11½
Alexander Drysdale	0	2	2½
Francis Clark's Heirs	0	11	7½
Alexander Stirling	0	10	9
David Drysdale's Representatives	0	1	0
Robert Burns	0	3	6
David Meiklejohn	0	4	7½
Lord Keith's Trustees for Tulliallan Distillery	0	4	0
Charles Greig's Widow	0	2	1
Haig's Heirs	0	4	0
James Beaton	0	5	6
Alexander Izat's Representatives, J. Rankine	0	1	0
Mrs. Boyd	0	3	1½
Alexander Izat, for Ground, One Half Boll of Barley	0	13	0
John Murdoch	0	2	6
Jeremiah Hogg, formerly Cairns	0	1	4½
Henry Lawson	0	7	7½
Walter Wylie	0	0	6
William Mercer	0	4	8½
Mr. Heggen, formerly Thomas Rankine	0	6	9
James Lawson's Representatives	0	5	3
William Scotland	0	0	11
Joseph Russell	0	2	4
Mr. Scotland's Representatives, now Mr. Turcan	0	4	2
James Turcan	0	3	0
John M'Farlane, for Catherine Clark	0	6	0
John Clark	0	2	4

[Private.]

	£	s.	d.
A. Drysdale	0	1	6
Adam Murray, Feu	0	11	0
John Faichnie (supposed)	0	4	8
Alexander Scotland, ditto	0	8	0
Daniel M'Laren, ditto	0	11	0
Janet Souter, ditto	0	4	0
Total	9	10	2½

IV. Rental of Houses.

Malt Barn Kiln, &c. J. Faichnie	15	0	0
Malt Barn, Shade and Loft at Keir's Steading, not let, but say worth	5	0	0
House and Shop, Jeremiah Hogg, on a Lease of 33 Years after Martinmas 1832	6	0	0
Dwelling House, J. Jaffrey	3	10	0
Byre Ditto	1	5	0
Dwelling House, Mrs. Gow	3	10	0
Ditto Mrs. Pitcaithlay	2	0	0
Ditto Mrs. Primrose	2	0	0
Ditto Joseph Fotheringham	1	15	0
Ditto Robert Wright	1	15	0
Stable, Peter Baxter	0	10	0
Total	42	5	0

ABSTRACT.

I. Rental of Lands	294	14	10
II. Ditto Building Leases	21	16	4
III. Ditto Feu Duties	9	10	2½
IV. Ditto Houses	42	5	0
Total Rental, exclusive of Mansion House	368	6	4½

PUBLIC BURDENS.

Minister's Stipend	1	9	7½
Schoolmaster's Salary	1	12	7
Cess £1. 5. 4½.; Bridge and Rogue Money, 5s.	1	10	4½
Total	4	12	7

VALUATION.					£	s.	d.
Total Rental of Lands	-	-	A. R. F.	72 3 28	-	-	294 14 10
Deduct - House Park	-	10 1 3	A. R. F.	- - -	48	15	6
Burnbrae Park	-	12 1 10	A. R. F.	- - -	52	6	6
				22 2 13			101 2 0
				50 1 15			193 12 10
Which at 32 Years Purchase amounts to					-	-	6196 10 8
The House Park and Burnbrae Park, 22 A. 2 R. 13 F., valued as feuing Ground at £250 per Acre					-	-	5645 6 0
The Houses and Yards let on Building Leases, and the Feu Duties, amounting in all to £31. 6. 6½. yearly, at 20 Years Purchase					-	-	626 10 10
The Rental of Houses, being £42. 5. yearly, at 10 Years Purchase					-	-	422 10 0
Add estimated Value of the Mansion House, Offices, and Plantations					-	-	1000 0 0
							13,890 17 6
Deduct Public Burdens, being £4. 12. 7. yearly, at 32 Years Purchase							148 2 8
							13,742 14 10
The Lands of Burnbrae being contiguous to and intersected by the Estate of Tulliallan, and also situated within a short Distance of Tulliallan Castle, the Residence of the Tulliallan Family, and Part of them having been recently acquired by Excambion, and taken into the Policy and Flower Garden, the Acquisition of the Lands becomes almost indispensable to the Comfort of the Family occupying Tulliallan as a Residence: I therefore consider the Estate of Burnbrae well worth to the Estate of Tulliallan the additional Sum of					-	-	2257 5 2
Total estimated Value, exclusive of Coal					-	-	16,000 0 0
<p><i>Note.</i>—In Terms of the Bargain between the Parties it has been agreed that the Value of the Coal is to be determined by a Reference to Mr. Robert Bald, Mining Engineer; and failing him, by another Arbiter to be agreed on by the Parties; and it is also understood and agreed to that the Value of the Coal stated below shall have no Effect on the Value to be fixed by the Arbiter or paid by Lord Keith's Trustees, farther than that no higher Value than the Sum of £3,750 shall in any Event be fixed. Therefore in the meantime, and subject to the above Qualification, add</p>							
For Coal					-	-	3750 0 0
							£ 19,750 0 0

Thomas Lawrie.
William Menzies.

SCHEDULE (B.) to which the Act refers.

Rental, Extent, and Valuation of the Lands of Castlehill, Badenheath, Kirkton, Righhead, Blainkeerie, Bogside, Stonehaven, and Cumbernauld Houses, the Property of the Trustees of the late Lord Viscount Keith.

Possessions.	Tenants.	Extent. A. Dec.	Rents.	Estimated Rent.	Value of Timber.	Estimated Value.	Total Value.
			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Castlehill	-	-	50 0 0	-	-	-	-
Ditto	Captain Mitchell	-	66 0 0	-	-	-	-
Dunemarle Cottage	John Buchanan	-	15 0 0	-	-	-	-
Dunemarle Feu Duties	Captain Mitchell	-	0 5 8	-	-	-	-
Ditto	Thomas Anderson	-	0 8 2	-	-	-	-
Ditto	George Anderson	-	0 10 2	-	-	-	-
Ditto	Widow Anderson	-	0 15 0	-	-	-	-
Ditto	Miss Begbie	-	0 11 4	-	-	-	-
Ditto	Thomas Clark	-	0 12 4	-	-	-	-
Ditto	William Drysdale	-	0 10 6	-	-	-	-
Ditto	John Drysdale	-	0 13 7	-	-	-	-
Ditto	James Drysdale	-	0 11 2	-	-	-	-
Ditto	Margaret Harrower	-	0 7 1	-	-	-	-
Ditto	James Mercer	-	0 3 0	-	-	-	-
Ditto	Euphemia Reid	-	0 3 9	-	-	-	-
Ditto	James Stewart	-	0 9 8	-	-	-	-
Ditto	Andrew Shed	-	0 12 4	-	-	-	-
Ditto	Robert Spittal	-	-	-	-	-	-
		46 8222	137 13 9	84 10 10	353 9 0	4248 9 0	
						447 15 0	
							3800 14 0

Castlehill, Parish of Culross and County of Perth.

Deduct Value of Public and Parochial Burdens, estimated at

Badenheath, Parish of Kirkintilloch and County of Dumbarton.

Badenheath and Hole	-	-	-	160	0	0	181	7	0	5662	4	4			
Badenheath Feu Duties	-	-	-	3	6	8	-	-	-	427	9	4			
Ditto	-	-	-	5	0	10	-	-	-	-	-	-			
Ditto	-	-	-	3	6	8	-	-	-	-	-	-			
Ditto	-	-	-	1	3	4	-	-	-	-	-	-			
Ditto	-	-	-	6	13	4	-	-	-	-	-	-			
Ditto	-	-	-	0	4	2	-	-	-	-	-	-			
Ditto	-	-	-	2	5	3	-	-	-	-	-	-			
Ditto	-	-	-	1	7	9	-	-	-	-	-	-			
Ditto	-	-	-	5	6	5	-	-	-	-	-	-			
Ditto	-	-	-	0	12	6	-	-	-	-	-	-			
				189	7	4	181	7	0	5662	4	4			
				Deduct Public and Parochial Burdens, estimated at							427	9	4		
													5234	15	0

Kirkton, Parish of Culross and County of Perth.

Kirkton	-	-	-	168	0	17	200	0	0	213	11	10	6407	15	0
				Deduct Value of Public and Parochial Burdens, estimated at							653	12	6		
													5754	2	6

Righead and Blainkeerie, Parish of Culross and County of Perth.

Righead	-	-	-	71	0	29	54	13	4	54	14	8			
Blainkeerie	-	-	-	105	0	00	72	0	0	80	5	11			
				176	0	29	126	13	4	135	0	7	3828	18	8
				Deduct Public and Parochial Burdens, estimated at							415	6	8		
													3413	7	0

Bogside, Parish of Culross and County of Perth.

Bogside	-	-	-	113	100		50	0	0	60	0	0	1800	0	0
				Deduct Public and Parochial Burdens, estimated at							181	7	6		
													1618	12	6

Possessions.	Tenants.	Extent. A. Dec.	Rents.	Estimated Rent.	Value of Timber.	Estimated Value.	Total Value.
			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
<i>Stonehaven, Parish of Dunnottar and County of Kincardine.</i>							
Stonehaven	James Burness	-	17 10 0	-	-	-	-
Ditto	John Innes	-	0 5 0	-	-	-	-
Ditto	James Knox	-	5 5 0	-	-	-	-
Ditto	John Low	-	18 0 0	-	-	-	-
			41 0 0	41 0 0	-	762 10 5	19,821 11 0
							762 10 5
<i>Cumbernauld Houses.</i>							
Cumbernauld Houses	James Henderson	-	5 5 0	-	-	-	-
Ditto	John Henderson	-	5 5 0	-	-	-	-
Ditto	Charles Marshall	-	5 10 0	-	-	-	-
Ditto	Matthew Waddell	-	5 10 0	-	-	-	-
			21 10 0	-	-	-	-
			0 18 0	-	-	-	-
			20 12 0	-	-	-	180 0 0
							20,764 1 5

William Mensies.