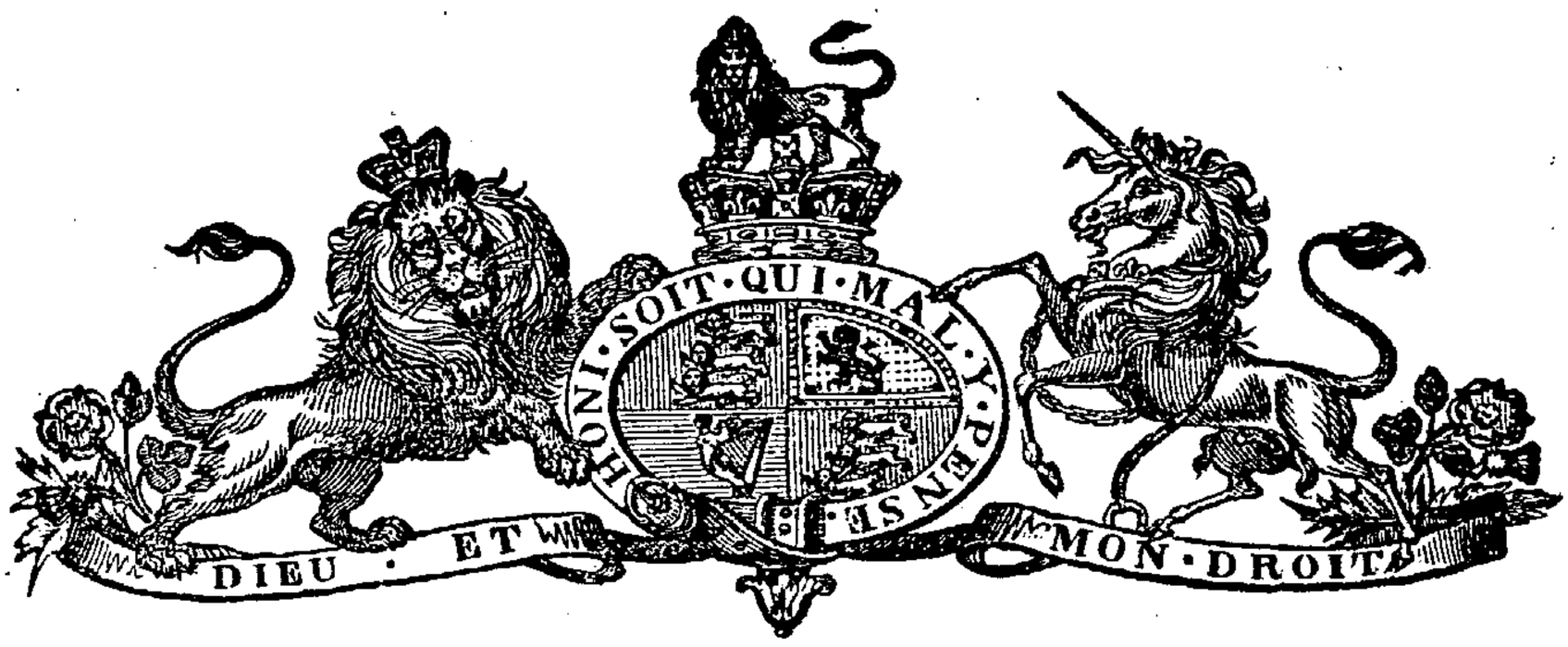


ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 19.

An Act to enable the Trustees of the Right Honourable *James* Earl of *Fife*, deceased, to complete the Sale of the outlying Estate of *Blervie* in the County of *Moray*, and to reinvest the Sale Monies in the Purchase of more convenient Estates to be settled upon the same Trusts; and for other Purposes. [31st *July* 1854.]

First Deed of Entail by James Earl of Fife, dated 7th Dec. 1789.

WHEREAS the Right Honourable *James* Earl of *Fife*, deceased (herein-after called the Granter), by a Deed of Taillie dated the Seventh Day of *December* One thousand seven hundred and eighty-nine, and duly registered in the Register of Taillies the Eighteenth Day of *November* One thousand seven hundred and ninety-one, and in the Books of Council and Session the Thirty-first Day of *January* One thousand eight hundred and twenty-eight, on the Narrative and for the Causes and Considerations therein specified, did, with and under the Conditions, Limitations, Clauses irritant and resolutive, Provisions, Reservations, and Declarations therein-after written, give, grant, and dispone, heritably and irredeemably, to himself and the Heirs Male of his Body, whom failing to his other Heirs of Taillie therein-after mentioned, all and sundry the Lands, Baronies, Milns, Fishings, Teinds, and others therein specified, in which Lands and others therein mentioned he bound

bound and obliged himself and his Heirs and Successors to infeft and seise himself and the Heirs Male of his Body, and the other Heirs and Substitutes therein-after specified, in manner therein mentioned, and granted Procuratory for resigning, and thereby resigned, surrendered, upgave, and overgave, all and whole the Lands, Baronies, Milns, Teinds, Fishings, and others therein-before particularly and generally disponed and described, and there held as repeated *brevitatis causâ*, with all Right, Title, and Interest which he the Granter had or could pretend thereto or to any Part or Portion thereof, in the Hands of his immediate lawful Superiors of the same, or their Commissioners in their Names, or any others having Right and Power for the Time to receive Resignations thereof, and to grant new Infeftments thereupon in favours of and for new Infeftments of the said whole Lands and others therein-before mentioned to be made, given, and granted to himself and the Heirs Male of his Body, whom failing to the now deceased *Alexander Duff* of *Echt*, eldest Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *George Duff* of *Miltown*, Second Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Ludovic Duff*, Third Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Arthur Duff* of *Orton*, the Fourth Brother German of the Granter, and the Heirs Male of his Body, whom failing to the now deceased *Alexander Duff* of *Hatton*, eldest lawful Son of the then deceased *John Duff*, formerly of *Dumblair*, thereafter of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *Patrick Duff*, Second lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *Andrew Duff*, Third lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the now deceased *William Duff*, Fourth lawful Son of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, (which said *George Duff* of *Miltown* died leaving an only Son, the now deceased Major *George Duff* of *Miltown*, who died without leaving any Heirs Male of his Body, and which said *Ludovic Duff*, *Arthur Duff* of *Orton*, *Alexander Duff* of *Hatton*, *Patrick Duff*, *Andrew Duff*, and *William Duff* all died without leaving any Heirs Male of their Bodies,) whom failing to *Garden Duff*, Fifth lawful Son then in Life of the said *John Duff* of *Hatton*, and the Heirs Male of his Body, whom failing to the respective Heirs and Substitutes of Entail therein-after named and designated, heritably and irredeemably, in due and competent Form, but with and under the Conditions, Limitations, Exceptions, Clauses irritant and resolutive, Provisions, Reservations, and Declarations therein-after written, and the usual Powers of Revocation and Alteration were thereby reserved:

Second Deed of Entail,

And whereas the said *James* Earl of *Fife*, the Granter, executed a Second

Second Deed of Taillie, dated the Twenty-ninth Day of *January* One thousand eight hundred, and duly registered in the Register of Taillies the Thirtieth Day of *June* One thousand eight hundred and thirty-one, and in the Books of Council and Session the Twelfth Day of *January* One thousand eight hundred and thirty-three, whereby the Lands, Baronies, Milns, Fishings, Teinds, and others therein specified were settled and entailed upon the same Series of Heirs and Substitutes of Entail as are herein-before specially and generally mentioned to have been called to succeed by the said first-recited Deed of Entail of the Seventh Day of *December* One thousand seven hundred and eighty-nine, except the said *Alexander Duff* of *Hatton*, deceased, and also excepting *Adam Duff*, Merchant in *Aberdeen*, who had both died, without leaving any Heirs Male of their Bodies, previously to the Execution of the said Second Deed of Entail, whom failing, upon the respective Heirs and Substitutes therein-after named and designated, and with and under the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are therein contained, with certain enlarged Powers of feuing, and the usual Powers of Revocation and Alteration were thereby reserved: And whereas the said *James* Earl of *Fife*, the Granter, executed a Third Deed of Taillie, dated the Eighteenth Day of *November* One thousand eight hundred and one, and duly registered in the Register of Taillies the said Thirtieth Day of *June* One thousand eight hundred and thirty-one, and in the Books of Council and Session the said Twelfth Day of *January* One thousand eight hundred and thirty-three, whereby the Lands and others therein specified were settled and entailed upon the same Series of Heirs and Substitutes of Entail as are herein-before specially and generally mentioned to have been called to succeed by the said first-recited Deed of Entail of the Seventh Day of *December* One thousand seven hundred and eighty-nine, except the said *Alexander Duff* of *Hatton*, *Patrick Duff*, *William Duff*, and *Adam Duff*, and also excepting *James Duff*, Third Son of Admiral *Robert Duff* of *Fetteresso*, who had all died, without leaving any Heirs Male of their Bodies, previously to the Execution of the said Third Deed of Entail, whom failing, upon the respective Heirs and Substitutes of Entail therein-after named and designated, and with and under the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are therein contained, with certain enlarged Powers of feuing, and the usual Powers of Revocation and Alteration are thereby reserved: And whereas the said *James* Earl of *Fife*, the Granter, by a Trust Disposition and Settlement, dated the Twenty-eighth Day of *November* One thousand eight hundred and one, and recorded in the Books of Council and Session the Ninth Day of *August* One thousand eight hundred and fourteen, upon the Narrative that he had executed the Three said Deeds of Entail of the Lands and others therein specified

29th January 1800.

Third Deed of Entail, dated 18th November 1801.

Trust Disposition and Settlement by the said Earl of Fife, dated 28th November 1801.

to

to and in favour of himself and the respective Heirs and Substitutes of Entail therein mentioned, with and under the several Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive therein engrossed, and that he might purchase other Lands and Heritable Property previous to his Death, all which he was resolved to settle and convey by another Deed or Deeds of Entail, to be thereafter executed by him, upon the Series of Heirs and Substitutes to be therein contained, and that he was extremely desirous by every Means in his Power to preserve the whole Lands, Estates, and Property, specified and contained in the said Deeds of Entail, and in any other Deed or Deeds of Entail to be thereafter executed by him, in the Order of Succession established by the said Deeds of Entail, and to prevent their being carried off for Payment of any Debts and Obligations that might be resting and owing or prestable by him at the Time of his Death, as well as to fulfil and carry into effect his other Views and Intentions therein-after expressed, and that being resolved for those Purposes to make Provisions for the Payment and Fulfilment of his said Debts and Obligations, and to lay down a proper Plan for the Management and Administration of his said Estate and Property during a certain Period of Time after his Death, as therein-after recited, did therefore declare it to be his Intention, that the whole Debts already contracted or to be contracted by him, and his Funeral Expenses, as well as all Donations, Legacies, and other Obligations already granted and prestable or to be thereafter made and granted or prestable by him, or which might be resting unpaid and incumbent on him at the Time of his Death, should be wholly paid and discharged out of the Rents, Produce, and Casualties of the Lands, Estates, and others therein described, (being the Lands, Estates, and others comprised in the therein first-recited Deeds of Entail,) and from the Price, Value, and Proceeds of any other Heritable and Moveable Subjects, Effects, and Executry belonging to him at the Time of his Death, in consequence of the Disposition and Assignation thereto, and Nomination of Executors therein-after contained, and that for the Purpose of carrying into effect his Inclinations and Intentions aforesaid he was determined to vest his whole Lands, Estates, and Property particularly therein described, as well as the whole other Heritable and Moveable Estate and Effects of every kind belonging to him at his Death, together with other Property therein specified, in the Persons therein-after named as Trustees or Trustee, in trust for the Ends, Uses, and Purposes, with the Powers, and under the Conditions and Provisions therein engrossed; and he thereby gave, granted, and disponed from him, his Heirs and Successors, to and in favour of the said Honourable *Arthur Duff*, then of *Orton*, *Thomas Wharton* Esquire, then One of the Commissioners of Excise for *Scotland*, Lieutenant General Sir *James Duff*, then Colonel of the 50th Regiment of Foot (all since deceased), *Richard Wharton Duff* Esquire, now of *Orton*, therein named

named and designated "*Richard Wharton* Esquire, lawful Son of the said *Thomas Wharton*," *Alexander Stronach* of *Knock*, *Stewart Souter* of *Melrose*, his (the Granter's) Factor, and *Adam Duff*, Advocate in *Edinburgh*, Son of the then late Admiral *Robert Duff* of *Logie*, (which said *Alexander Stronach*, *Stewart Souter*, and *Adam Duff* are all since deceased,) and to such other Person or Persons as should be named and appointed in any Deed to be thereafter executed by him at any Time of his Life, or even on Death Bed, or as should be assumed by his said Trustees above named, in manner therein-after mentioned, and to the Survivors or Survivor of the said Trustees who should accept of the said Trusts, whom failing to the nearest Heir Male of the said surviving Trustee as should be major, and residing in *Britain* at the Time, as Trustees or Trustee, but in trust always for the Ends, Uses, and Purposes, with the Powers, and under the Conditions and Provisions therein expressed allenarly, and no otherwise, all and whole the Lands, Baronies, and other Heritable Subjects and Estates therein particularly described, (being Lands and others comprised in the said Three several Deeds of Entail,) as also all other Lands and Heritages, Tenements and Hereditaments whatsoever, then pertaining and belonging or which should pertain and belong to him the Granter at the Time of his Decease, together with all his Moveable Estate and Effects of every Kind and Denomination, as therein more particularly described, with certain Exceptions therein mentioned; and he thereby nominated and appointed the said Trustees or Trustee surviving and accepting as aforesaid, whom failing, such Heir Male of the surviving Trustee as aforesaid, to be his sole Executors or Executor and Intromitters or Intromitter with his Personal Estate and Effects, thereby debarring all others from that Office, but in trust always for the Ends, Uses, and Purposes, and with the Powers, and under the Conditions and Provisions therein-after expressed, allenarly, and no otherwise; and it was thereby specially provided and declared, that in case there should be Three or more accepting Trustees, any Two of them should be a Quorum, and every Act and Deed done by such Quorum should be as valid and effectual as if done by the said whole Trustees, and when the said Trustees were reduced to One in Number the said One surviving and accepting Trustee should have the same Rights, Powers, and Authority thereby vested in him as were granted by the said Trust Disposition to the said whole Trustees and Quorum foresaid, and further, with Power to a Majority of the said accepting Trustees thereby named, and the Survivors or Survivor of them, to name and assume, after the Death of the Granter, such Person or Persons as they should think proper to be Trustees for the Purposes therein mentioned alongst with them, or after their or his Decease, as they or he should judge expedient, declaring that the Person or Persons to be so

assumed should have the same Powers of acting in every Part of the said Trust as the Trustees therein named had, or as if the Person or Persons to be assumed had been therein named and designated a Trustee or Trustees by the Granter himself; and it was thereby provided and declared, that the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should, immediately after the Death of the Granter, enter upon and take up the Possession and Management of his said Estates and Affairs, and should complete such Titles in their Persons as might be necessary for enabling them or him to execute the said Trust according to the true Intent and Meaning thereof; and, after providing for the Continuance of the said Trust at all events during the whole Lifetime of the said Sir *James Duff*, or in the event of his Death before the Purposes of the said Trust were carried into effect during the Space of Two Years from and after the Period of all the said Debts and Obligations, Funeral Charges, Legacies, and Donations, and whole Purposes of the Trust of every kind, being fully cleared, extinguished, and fulfilled, in pursuance of the said Trust Disposition and Settlement, the Granter thereby superseded and suspended all Right, Title, and Interest whatsoever competent to the Heirs and Substitutes of Entail called or to be called to succeed to him in the said Lands, Estates, and Property therein described by virtue of the said Deeds of Entail, and any other Deed or Deeds of Entail to be thereafter executed by him, for and during the whole Period of Subsistence of the said Trust, as above expressed, declaring that the whole Rents, Maills, Profits, Casualties, and Issues of the said Lands, Estates, and Property should during the foresaid Space exclusively belong to and be intromitted with by his said Trustees or Trustee surviving and accepting as aforesaid, whom failing to and by such Heir Male of the surviving Trustee as aforesaid; and it was thereby provided and declared, that the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should be entitled immediately after the Death of the Granter to uplift, receive, and discharge the said Rents, Maills, and Duties of his said whole Lands, Estates, and Property thereby disponed, and all Arrears of the same falling due and incurred and to fall due and be incurred during the Subsistence of the said Trust as aforesaid, and with Power to enter Vassals for such Compositions and for such Conversion of Services as the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should think fit, and to output and input Tenants, prosecute Warnings and Removings, and to grant Tacks for the Period permitted by the said Deeds of Entail, without accepting of any Grassums, and not under the former Rental, if

such

such could possibly be had at the Time, as also to pursue and defend in all Actions concerning his Estate and Affairs, to enter into Transactions, References, or Submissions in all debateable Matters, and in general to do everything necessary for the Administration and Management of his Affairs that are in use to be done in the like Cases; and after providing for the Sale of certain Portions of the Granter's Property, and giving Power for the Conversion of his whole Heritable and Moveable Property into Cash, and for the Application of the Produce of such Sale and Conversion, and of the Rents of the said Lands and Estates therein-before disponed, in Payment of his Debts and Legacies, and of all Obligations prestable by him at the Time of his Death, and in general of all Debts, Burthens, and Annuities, of whatsoever kind, which could in anywise affect or be constituted a Burden upon him or upon his present taillied Lands and Estates, and after providing for Payment of the Expenses of the Trust, and of a certain Annuity therein mentioned, and providing that the said Trustees were by no means to be tied down in the Application of the Trust Funds to be made by them in the exact Order of Appropriation therein-before specified, but always in such Way and Manner as they should think most proper under existing Circumstances, it was thereby expressly provided and declared, that if the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should, in the course of their or his Management of the Affairs of the Granter, think it expedient or necessary to borrow any Sums of Money for answering the Demands that might be made upon his Estate, and for executing the Purposes of the said Trust, they and he were thereby specially authorized and empowered to borrow such Sums of Money as they or he should judge requisite for those Purposes, and to grant Bonds therefor, either personally or heritably, over the said Lands and Estates thereby conveyed, or such Part thereof as they or he should think proper, declaring that the Lenders should not be concerned with the Application of the Money so borrowed, but that the Bonds to be granted by the said Trustees or Trustee should be equally effectual, and be afterwards extinguished from the Rents and Issues of his said Lands and Estates thereby disponed, in like Way and Manner as if the same had been granted by himself; and it was also by the said Trust Disposition and Settlement expressly declared, that after the Completion of the whole other Purposes of the Trust, as therein above detailed, the whole Rents, Maills, and Duties of the said Lands and Estates thereby disponed to be uplifted and intromitted with by the said Trustees or Trustee, and also any other Funds or Effects afterwards coming into their or his Hands, should, after Deduction and Allowance as aforesaid, be applied and appropriated from Time to Time during the Subsistence of the said Trust, according to the Discretion

Discretion of the said Trustees or Trustee, either in the Purchase and Acquirement of Lands situated commodious and convenient to any Part of the Lands and Estates thereby disponed or to any other Part of the Family Estates, as the said Trustees or Trustee should judge most advantageous, or, on the other hand, in carrying forward what had always been the Granter's great Object through Life, the Cultivation of Waste Lands situated in any Part of the Estates thereby conveyed, either by Agriculture or by Plantations, or both, according to the Discretion and Prudence of the said Trustees or Trustee; but providing always, that in the event of the Purchase of Lands the same should be settled and entailed in the firmest Manner upon the same Series of Heirs and Substitutes of Entail as were called to succeed to the Granter by the Deeds of Entail above mentioned, or might be called to succeed to him by any other Deed of Entail to be thereafter executed by him, and with and under the same Provisions, Conditions, Limitations, and Clauses prohibitory, irritant, and resolutive as are therein contained, allenarly, and no otherwise; and it was further thereby specially provided and declared, that upon the Expiry and Termination of the said Trust as therein mentioned the said Trustees or Trustee surviving and accepting as aforesaid, whom failing such Heir Male of the surviving Trustee as aforesaid, should be obliged to yield and give up the Possession of the said Lands and Estates thereby conveyed, and also of any other Lands to be acquired and purchased in pursuance of the Powers given to that Effect, as therein-before expressed, to the Heir of Entail who if there had been no Trust Right would have been entitled to assume the Possession of the said Lands and Estates, and to denude thereof in favour of the same Series of Heirs and Substitutes, and under the same Provisions, Conditions, Limitations, Clauses prohibitory, irritant, and resolutive, as are contained in the said Deeds of Entail, or in any other Deed or Deeds of Entail to be thereafter executed, as therein-before mentioned, and the usual Powers of Revocation and Alteration were thereby reserved: And whereas the said *James* Earl of *Fife*, the Granter, by a Deed of Alteration, dated the Seventeenth Day of *April* One thousand eight hundred and two, and recorded in the Books of Council and Session on the Ninth Day of *August* One thousand eight hundred and fourteen, on the Narrative and for the Considerations therein mentioned, revoked the Appointment of the said *Adam Duff* and the said *Alexander Stronach* as Trustees of his said Disposition and Settlement, and provided that the Number of acting Trustees under the same should never exceed Five: And whereas the said *James* Earl of *Fife*, the Granter, by a Deed of Declaration and Obligation, dated the Seventh Day of *August* One thousand eight hundred and two, and recorded in the Books of Council and Session on the said Ninth Day of *August* One thousand eight hundred

Deed of Alteration, Dated 17th April 1802.

Deed of Declaration and Obligation, dated 7th August 1802.

hundred and fourteen, upon the Narrative of his said Trust Disposition and Settlement, and Deed of Alteration thereof, before mentioned, and in further Exercise of the Power of Alteration reserved to him, testified, acknowledged, and declared that the foresaid Trust Disposition and Settlement executed by him as above mentioned, and the whole Clauses, Obligations, Provisions, Powers, Stipulations, Conditions, and Declarations therein conceived, should, in addition to the foresaid Periods of Endurance therein specified, remain, subsist, and be effectual to and for all the Ends, Uses, Intents, and Purposes therein expressed during the whole Lifetime of *James* now Earl of *Fife* (therein designated *James Duff*, Nephew of the Granter and Son of the said Honourable *Alexander Duff* of *Echt*), in the event of his (the said *James* now Earl of *Fife*) surviving him, and succeeding to the other entailed Estates and Property (independent of those specified and described in the said Trust Disposition and Settlement) by and in virtue of the Deeds of Entail executed by the deceased *William* Earl of *Fife*, Father of the Granter, and he thereby secluded and debarred the said *James* now Earl of *Fife* from ever succeeding to or holding Possession of the whole or any Part of the Lands, Estates, and Property belonging to him the Granter, and described in the foresaid Trust Disposition and Settlement, by virtue of the said Deeds of Entail or any other Deed or Writing whatsoever executed or to be thereafter executed by him the Granter calling the said *James* now Earl of *Fife* to the said Succession in any manner of way, all which Deeds of Entail executed or to be executed by him, with all Right, Title, and Interest whatsoever competent to the said *James* now Earl of *Fife*, or the Heirs and Substitutes of Entail, were thereby declared to be also superseded and suspended and rendered ineffectual during the whole Lifetime of the said *James* now Earl of *Fife* accordingly; and further, the Granter thereby gave, granted, and conferred to and upon the said Trustees or Trustee named and appointed by him in the foresaid Trust Disposition and Settlement (but under the Revocation expressed in the Deed of Alteration executed by him as above mentioned), surviving and accepting as aforesaid, whom failing to and upon such Heir Male of the surviving Trustee as aforesaid, all and whatsoever further Powers and Authority which might be essential, requisite, and necessary for their and his remaining fully vested in the said Lands, Estates, and Property therein described, and for continuing and preserving the said Trust thereby created entire and undiminished in their and his Persons or Person, to and for the Ends, Uses, Intents, and Purposes therein expressed, during the whole Lifetime of the said *James* now Earl of *Fife*, in addition to the Periods of Endurance therein and before specified, and that equally and effectually and in the same Manner as if the said Trust and the Provisions and Stipulations thereof had been declared to subsist and remain effectual and

obligatory during the Lifetime of the said *James* now Earl of *Fife* in the foresaid Trust Disposition and Settlement itself; and he thereby bound and obliged himself, his Heirs and Successors, to make, grant, subscribe, and deliver to and in favour of his said Trustees or Trustee surviving and accepting as aforesaid, whom failing to and in favour of such Heir Male of the surviving Trustee as aforesaid, all Writs and Deeds which might be requisite and necessary for carrying his said Intention into full and complete Effect, to all Intents and Purposes whatever; and he thereby declared that the said Deed of Declaration and Obligation should have reference to and be held to make a Part of or an Addition to the said Trust Disposition and Settlement:

Holograph Letter and Direction, dated 23d November 1805.

And whereas the said *James* Earl of *Fife*, the Granter, by a Holograph Letter and Directions addressed to his said Trustees, and dated the Twenty-third Day of *November* One thousand eight hundred and five, gave certain further Directions relating to the Management of Parts of his said Estates, but not affecting any of the Trusts herein-before recited:

Deed of Alteration and Nomination, dated 20th January 1806.

And whereas the said *James* Earl of *Fife*, the Granter, by a Deed of Alteration and Nomination, dated the Twentieth Day of *January* One thousand eight hundred and six, and recorded in the Books of Council and Session on the said Ninth Day of *August* One thousand eight hundred and fourteen, upon the Narrative of the Death of the said Honourable *Arthur Duff*, and upon the further Narrative and for the Considerations therein mentioned, revoked and annulled the said Deed of Alteration of the Seventeenth Day of *April* One thousand eight hundred and two, in so far as it limited the Number of Trustees to Five, and reappointed the said *Alexander Stronach* a Trustee under the said Disposition and Settlement, and also nominated and appointed *Alexander Duff* Esquire, of *Mayen*, to be a Trustee under the same, in the Room of the said deceased *Arthur Duff:*

Purchase of Blervie by the Granter.

And whereas the said *James* Earl of *Fife*, the Granter, after the Date of the said Trust Disposition and Settlement of the Twenty-eighth Day of *November* One thousand eight hundred and one, namely, in the Year One thousand eight hundred and seven, purchased the Lands and Estate of *Blervie* in the County of *Moray*, in the First Schedule hereto particularly described, but never executed any Deed of Entail thereof:

Death of the Granter.

And whereas the said *James* Earl of *Fife*, the Granter, died on or about the Twenty-fourth Day of *January* One thousand eight hundred and nine, without having revoked or altered the said Deeds of Entail or any of them, and without having revoked or altered the said Trust Disposition and Settlement of the Twenty-eighth Day of *November* One thousand eight hundred and one, save as herein-before is mentioned, and leaving his Brother the said Honourable *Alexander Duff* him surviving:

Death of Alexander Earl of Fife.

And whereas the said Honourable *Alexander Duff*, who became, upon the Death of his said Brother, Earl of *Fife*, died on or about the Seventeenth Day of *April* One thousand eight hundred and eleven, leaving

leaving Two Sons, *videlicet*, the said *James Duff* (now Earl of *Fife*) and *Alexander Duff* (afterwards General the Honourable Sir *Alexander Duff*) him surviving: And whereas the said Sir *Alexander Duff*, who was presumptively the Heir first entitled to succeed to the said Lands and Estates upon the Expiration of the said Trust, died on the Twenty-first Day of *March* One thousand eight hundred and fifty-one, leaving *James Duff* Esquire his eldest Son him surviving: And whereas the said *Thomas Wharton*, *Alexander Stronach*, and *Alexander Duff* of *Mayen*, all died without ever having acted in or accepted of the Trust under the said Trust Disposition and Settlement and relative Deeds: And whereas, after the Death of the said *James* Earl of *Fife*, the Granter, and after the Termination of certain Law Suits regarding his Settlements, by which in the Year One thousand eight hundred and twenty-six the Deeds herein-before mentioned were ascertained to be the Deeds regulating the Disposal of his Estates, the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, the then surviving Trustees nominated and appointed as aforesaid, entered upon the Possession and Management of the whole Lands and Estates thereby conveyed in trust as aforesaid, including the said Lands and Estate of *Blervie:* And whereas the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, being the then surviving Trustees, did, in exercise of the Power of assuming new Trustees contained in the said Trust Disposition and Settlement, by Deed of Assumption and Conveyance dated the Thirtieth Day of *August* and Sixteenth Day of *September* One thousand eight hundred and thirty-one, assume, nominate, and appoint the said now deceased Sir *Alexander Duff*, *James Souter*, Writer to the Signet, and the also now deceased *James Duff* Esquire, Son of the said Sir *James Duff*, to be Trustees under the said Trust Disposition and Settlement and relative Deeds, along with them the said Sir *James Duff*, *Richard Wharton Duff*, and *Stewart Souter*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who made up Titles to, and were duly infeft in the greater Part thereof accordingly, and *inter alia* in the said Lands and Estate of *Blervie:* And whereas, in consequence of the Death of the said *James Duff*, Son of the said Sir *James Duff*, in the Year One thousand eight hundred and thirty-seven, the said Sir *James Duff*, *Richard Wharton Duff*, *Stewart Souter*, Sir *Alexander Duff*, and *James Souter* did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance dated the Twenty-sixth Day of *October* and Twentieth Day of *December* One thousand eight hundred and thirty-eight, assume, nominate, and appoint the said *James Duff* first named to be a Trustee under the said Trust Disposition and Settlement and relative Deeds, along with them the said Sir *James Duff*, *Richard Wharton Duff*, *Stewart Souter*, Sir *Alexander Duff*, and *James Souter*, and the said Trust

Death of Sir Alexander Duff.

Deaths of certain of the Trustees.

Possession and Management of Estates entered upon by surviving Trustees.

Assumption of Sir Alexander Duff, James Souter, and James Duff, as Trustees, and Titles made up.

Assumption of James Duff as a Trustee.

Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft in the greater Part thereof, accordingly, and *inter alia* in the said Lands and Estate of *Blervie:*

Assumption of Major Alexander Francis Tayler and Alexander Thomas Wharton Duff as Trustees.

And whereas, in consequence of the Death of the said *Stewart Souter* on or about the Fourteenth Day of *July* One thousand eight hundred and thirty-nine, and of the said Sir *James Duff* on or about the Sixth Day of *December* One thousand eight hundred and thirty-nine, the said *Richard Wharton Duff*, Sir *Alexander Duff*, *James Souter*, and *James Duff* did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance dated the Fourteenth and Twenty-fifth Days of *April* and Fifteenth Day of *June* in the Year One thousand eight hundred and forty, assume, nominate, and appoint Major *Alexander Francis Tayler* and Captain *Alexander Thomas Wharton Duff* to be Trustees under the said Trust Disposition and Settlement and relative Deeds, along with them the said *Richard Wharton Duff*, Sir *Alexander Duff*, *James Souter*, and *James Duff*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft in the greater Part thereof accordingly, and *inter alia* in the said Lands and Estate of *Blervie:*

Assumption of George Skene Duff as a Trustee.

And whereas, in consequence of the Death of the said Sir *Alexander Duff*, the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, and *Alexander Thomas Wharton Duff* did, in exercise of the Power aforesaid, by Deed of Assumption and Conveyance, dated the Twenty-third Day of *September* and the Twenty-third Day of *October* One thousand eight hundred and fifty-one, assume, nominate, and appoint *George Skene Duff* Esquire, Second Son of the said Sir *Alexander Duff*, to be a Trustee under the said Trust Disposition and Settlement and relative Deeds, along with them the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, and *Alexander Thomas Wharton Duff*, and the said Trust Estates were by the same Deed conveyed to the said surviving and assumed Trustees, who were duly infeft in the greater Part thereof accordingly, and *inter alia* in the said Lands and Estate of *Blervie*, and are now in the Possession and Management of the same: And whereas all the Funeral Charges, Debts, and Legacies of the Granter, and all the Obligations prestable by him at the Time of his Death, have been fully paid and discharged: And whereas an Act was passed in the Fifteenth Year of the Rein of Her present Majesty, authorized to be cited as "The *Balmoral* Estate Act, 1852," and by that Act certain further Alterations were made as regards the Powers of feuing contained in the said Deeds of Entail: And whereas the said Lands and Estate of *Blervie* lie detached and at a considerable Distance from the other Estates vested in the said Trustees and from all the Family Estates: And whereas the Lands specified in the Second Schedule hereto are situated

Balmoral Estate Act passed.

Blervie lies detached from the other Estates.

Lands comprised in

situated close to *Duff House*, in the County of *Banff*, the principal Mansion House of the *Fife* Family, and contain a Part of the Park surrounding the said Mansion House, and are necessary to be held with the said Mansion House for the Enjoyment thereof, and are a Part of certain Lands purchased by the Trustees for the Purposes of the said Trust, and held by them in Fee Simple, which had been at One Time annexed to the Family Estates, but had at the Time of the Purchase thereof by the said Trustees become detached therefrom: And whereas the said Trustees have for the Purposes aforesaid become liable for various Sums of Money, and the said purchased Lands also are or may become liable for the same, and cannot be effectually settled and entailed till the said Liabilities are discharged: And whereas it would be for the Advantage of the said Heirs of Entail that the said Trustees should be authorized to sell the said Lands and Estate of *Blervie*, and that the Monies to arise from the Sale of the said Lands and Estate should be applied in or towards the Discharge of the said Liabilities, in order that the Part of the Lands so purchased as aforesaid contained in the said Second Schedule should be immediately thereupon settled and entailed by Deed of Entail to be executed by the said Trustees, subject to the Purposes of the said Trusts, and in particular to the Suspension of the Interest of the Heirs of Entail, provided for in the said Deed of Declaration and Obligation of Seventh *August* One thousand eight hundred and two: And whereas the said Trustees are willing to make over, dispone, convey, and settle the same Lands contained in the said Second Schedule accordingly: And whereas the Lands specified in the said Second Schedule hereto have been valued by competent Surveyors at the Sum of Forty-five thousand one hundred Pounds Sterling: But inasmuch as the Purposes aforesaid cannot be effected without the Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Second Schedule purchased by Trustees.

Expedient that Blervie should be sold and the Price otherwise invested.

I. It shall be lawful for the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, *Alexander Thomas Wharton Duff*, and *George Skene Duff*, as Trustees aforesaid, or their Quorum aforesaid, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being, whom failing the nearest Heir Male of the surviving Trustee who shall be major, and residing in *Great Britain* at the Time, to sell and absolutely dispose of the said Lands and Estate of *Blervie*, in the First Schedule hereunto annexed particularly described, either by Public Sale or Private Contract, and either together or in Lots, to any Person who may be willing to become the Purchaser of the same, or any Part thereof, for the best Price or Prices that can be reasonably gotten for the same.

Authority to sell Blervie.

Purchase Money to be paid into Bank.

II. All Monies arising from such Sale or Sales shall be paid by the Purchaser or Purchasers, without Fee or Reward, into the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British* Linen Company in *Scotland*, or the Commercial Bank of *Scotland*, or the National Bank of *Scotland*, under the Direction and by the Authority of the Court of Session, in the Names or Name of the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, *Alexander Thomas Wharton Duff*, and *George Skene Duff*, or of the Survivors or Survivor of them, and such other Person or Persons as may have been appointed a Trustee or Trustees under the said Trust Disposition and Settlement and relative Deeds, or of such Heir Male of the surviving Trustee as aforesaid, (who are hereby appointed Trustees and a Trustee of the said Monies under this Act,) and the Receipt of the Treasurer, Cashier, or Manager of any of the said Banks shall be a full and complete Discharge to such Purchaser or Purchasers for the Monies so paid in, and from all Liability to see to the Application thereof; and the said Monies shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which shall be annually accumulated and added to the Principal Sum, to carry Interest together until the same shall be disposed of as herein-after is provided.

Upon Payment of Price, Conveyance to be executed.

III. Upon the Purchase Monies being paid in manner aforesaid, the said *Richard Wharton Duff*, *James Souter*, *James Duff*, *Alexander Francis Tayler*, *Alexander Thomas Wharton Duff*, and *George Skene Duff*, as Trustees aforesaid, or their Quorum aforesaid, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being, or such Heir Male of the surviving Trustee as aforesaid, shall execute and deliver to the Purchaser or Purchasers, or unto such Person or Persons, and in such Manner as he or they shall direct, a valid Conveyance or Conveyances of the said Lands and Estate of *Blervie*, or of such Part or Parts thereof as shall have been purchased by him or them, freed and discharged from the Trusts of the said Trust Disposition and Settlement and relative Deeds, and from all Incumbrances whatsoever, and containing all Clauses usual and necessary for vesting the same in such Purchaser or Purchasers, or in such Person or Persons as aforesaid, in Fee Simple, and a Clause binding the said Trustees and their foresaids in Warrandice from Fact and Deed, and the Persons to be entitled under the Provisions of the said Trust Disposition and Settlement to the Lands and Estates therein comprised, after the Expiration of the Trust thereby created, in absolute Warrandice, and all other usual and requisite Clauses.

Application of Purchase Money.

IV. The said Trustees or Trustee hereby appointed shall, in the first place, out of the said Purchase Monies and the Accumulations thereof, pay and defray the Costs, Charges, and Expenses incurred

incurred preparatory to and in applying for, obtaining, and passing this Act, and incidental thereto, and of the Conveyance of the said Lands and Estate, and shall, in the next place, with and under the Approbation and Authority of the Court of Session in either Division thereof, to be obtained on Application to be made by the said Trustees or Trustee by Petition in a summary Way, lay out and invest the Residue of the said Monies in or towards the Liquidation or Discharge *pro tanto* of the Liabilities of the said Trustees, with a view to the Settlement and Entail of the Lands specified in the said Second Schedule hereto, or in the Purchase of Lands or Heritable Property convenient to be held with any Part of the said Family Estates, whether already settled on the said Heirs of Entail or vested in the said Trustees, under the said Trust Disposition and relative Deeds, or as near thereto as can advantageously be procured, and in the event of such Liquidation or Discharge of Liabilities, the Lands specified in the said Second Schedule hereto, or in the event of any Purchase of Lands, the Lands so purchased, shall be settled and entailed by the said Trustees, with and under such Approbation and Authority as aforesaid, subject to the Trusts of the said Trust Disposition and Settlement and relative Deeds, and upon the same Series of Heirs and Substitutes of Entail, and subject to the same Conditions, Provisions, Limitations, and Clauses prohibitory, irritant, and resolutive, as are in the said Deeds of Entail expressed and contained of and concerning the Lands and Estates therein comprised: Provided always, that the Deed or Deeds of Entail to be executed as herein-before directed, shall immediately after the Execution thereof be duly recorded in the Register of Taillies.

Saving as to Trust Deed and Deeds of Entail.

V. Nothing in this Act contained shall be held or construed to alter, innovate, or defeat the herein-before recited Trust Disposition and Settlement of the said deceased *James* Earl of *Fife*, or the Conditions and Provisions thereof, or the relative Deeds granted by him, also herein-before recited, or the Deeds of Entail executed by the said deceased *James* Earl of *Fife*, or by the said Trustees, or to be hereafter executed by them, as directed by the said Trust Disposition and Settlement, excepting only in so far as may be necessary for carrying into effect the Purposes hereof.

Saving the Rights of Her Majesty and others.

VI. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic or Corporate, their Heirs and Successors, Executors, Administrators, and Assigns, (other than the Heirs of Entail who may be entitled to suceed to the said Lands and Estates under or by virtue of the Deeds of Entail herein-before recited, or the Deeds of Entail executed

executed or to be executed as thereby directed,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the Lands and Estates hereby allowed to be sold as aforesaid, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed.

Powers of feuing in Balmoral Estate Act not to extend to Lands in Second Schedule.

VII. The Powers of feuing in the said "*Balmoral* Estate Act, 1852," and the relative Provisions therein contained, shall not extend to the Lands specified in the said Second Schedule hereto.

Short Title.

VIII. It shall be sufficient for all Purposes to cite this Act as "The *Blervie* Estate Act, 1854."

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

IX. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

FIRST

FIRST SCHEDULE referred to in the foregoing Act.

Part I.

DESCRIPTION of the Lands and Estate of Blervie, otherwise Blarvie, in the Parish of Rafford and County of Moray.

All and whole the Lands and Estate of Blarvie and others as after specified; viz., the Towns and Lands of Over and Nether Blarvies, with the Manor Place, Tower, and Fortalice thereof; the Towns and Lands of Rafford, and Alehouse thereof; the Town and Lands of Cuthill-head, Bacarriesbank alias Sourbank, Braco, Granroquhie alias Granrie, and the Smithy of Rafford and the Croft thereof; all and sundry the Lands of Marcassie, Miln and Miln Lands thereof, astricted Multures, Sucken, Sequels, and Knaveships of the same; all and sundry the Lands of Coxtonhill, with the Manor Place, Houses, Biggings, Yards, Orchyards, Tofts, Crofts, Woods, Fishings, Mosses, Muirs, Pasturages, Outsetts, Insetts, Annexis, Connexis, and haill remanent Pertinents of the said whole Lands lying within the Regality of Spynie and Sheriffdom of Elgin and Forres; and specially, but prejudice of the generality foresaid, the Mosses of the said Lands of Over and Nether Blarvies, Rafford, Sourbank, Cuthillhead, Braco, Granroquhie, Marcassie, and Coxtonhill, with the Pertinents and yearly Fair to be holden on the said Lands, whole Tolls, Customs, Immunities, and Casualties thereof, and the Burial Place, Seat, and Desk thereto belonging in the Church of Rafford, sometime pertaining to Patrick Dunbar of Blarvie; and also all and whole the Towns and Lands of Tulloch and Corbuie, and Houses, Biggings, Yards, Tofts, and Pasturage upon the Drum of Pluscarden, Parts, Pendicles, and universal Pertinents of the same, with the Forestry of Tulloch and Office of Forester thereof, together with the Foggage of the said Lands of Tulloch, and of the Lands of Sourbank, as the same are bounded and marched in the Rights and Infeftments of the said Lands, all lying within the Barony of Sanquhar and Sheriffdom of Elgin and Forres: And all and whole the Teind Sheaves and other Teinds, both great and small, of all and sundry the Lands and others above specified; but excepting and reserving that Spot of Ground upon the Farm of Marcassie on which a Tomb was erected by the Honourable Lewis Duff of Blarvie, and in which the Remains of his Spouse are deposited, with Egress and Regress thereto, and Power and Liberty to repair and rebuild the same at pleasure when necessary, without the Consent or Approbation of the Proprietor of Blarvie; excepting also that Piece of Ground on the Estate of Tulloch given off to the Laird of Grange in the Year and now in the Possession of the present Proprietor of Burgie.

Edinburgh, 20th May 1854.

W. Leslie.
Henry Inglis.

[*Private.*]

FIRST SCHEDULE referred to in the foregoing Act.

Part II.

ACREAGE, ESTIMATED RENTAL, AND VALUATION OF THE LANDS OF BLERVIE, AND THE TIMBER THEREON.

Farms.	Arable.			Pasture, Moor, and Waste.			Woodland.			Total.			Free Estimated Rental.	Description of Property.	Estimated Capital Value.
	Ac.	R.	P.	Ac.	R.	P.	Ac.	R.	P.	Ac.	R.	P.			
Blervie Mains and others - -	1686	1	3	981	3	7	471	2	3	3139	2	13	£1,200 0 0	Land - -	£36,190 0 0
														Growing Timber	4,500 0 0
															£40,690 0 0

Edinburgh, 20th May 1854.

Wm. Leighton.
James F. Beattie.

SECOND SCHEDULE referred to in the foregoing Act.

ACREAGE, ESTIMATED RENTAL, AND VALUATION OF LANDS PROPOSED TO BE ENTAILED, AND VALUATION OF THE GROWING TIMBER THEREON.

Farms.		Arable.			Woodland.			Total.			Free Estimated Rental.	Description of Property.	Estimated Capital Value.	
		AC.	R.	P.	AC.	R.	P.	AC.	R.	P.				
Part of the Barony of Alva, in the Parishes of Banff and Alva, and County of Banff	Deer Park Rack - Bachlaw - and others	170	3	7	153	1	35	324	1	2	£270 0 0	Land - Growing Timber	- - £6,000 0 0	£9,100 0 0
Barony of Down, in the Parish of Gamery, and County of Banff	Baads Gelliehill Gelliemill Myrehouse and others.	914	-	12	87	1	11	1001	1	23	992 10 0	Land - Growing Timber	- - 2,000 0 0	28,900 0 0
		1084	3	19	240	3	6	1325	2	25	£1262 10 0	Total Value of Land	- -	£37,100 0 0
												Total Value of Timber	- -	8,000 0 0
													Total -	£45,100 0 0

Edinburgh 20th May 1854.

Wm. Leighton.
James F. Beattie.

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Printers to the Queen's most Excellent Majesty. 1854.