ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. 13.

An Act to amend and enlarge the Powers of an Act passed in the Twelfth and Thirteenth Years of the Reign of Her present Majesty Queen *Victoria,* intituled *An Act for authorizing the Trustees of the late* Thomas Gordon *to sell his Estates of* Cairness *and others in the County of* Aberdeen, *and to apply the Price thereof in Payment of the Debts and Burdens affecting the same; and for laying out the Residue of the Price in the Purchase of other Lands, to be entailed in Terms of the Trust Deed of Settlement by the said* Thomas Gordon; *and for other Purposes.*

[29th *July* 1856.]

Trust Disposition and Deed of Settlement in the Scotch Form, dated 21st August 1839.

WHEREAS *Thomas Gordon* Esquire, of *Cairness* and *Buthlaw* in the County of *Aberdeen,* deceased, by his Trust Disposition and Deed of Settlement, dated the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, gave, granted, assigned, disponed, conveyed, and made over to and in favour of Captain *John Leith,* of the Royal Navy, his Cousin, *Adam Cumine* Esquire, of *Rattray, Charles Bannerman* Esquire, of *Crimonmogate,*

Crimonmogate, afterwards Sir *Charles Bannerman* Baronet, the Reverend *James Robertson* Secretary of the said *Thomas Gordon*, *Patrick Bannerman* Advocate in *Aberdeen*, and *John Blaikie* Advocate there, and to such other Person or Persons as he might thereafter appoint, and the Survivors or Survivor of them accepting, and to such other Person or Persons as might be assumed into the Trust in virtue of the Powers therein granted, and to the Heir of the last Survivor, as Trustees for the Uses, Ends, and Purposes therein and after mentioned, and to their Assignees, (the Majority of the said Trustees being always a Quorum,) all and sundry Lands and Heritages, Goods and Gear, Debts and Sums of Money, Household Furniture and Farm Stocking, and in general the whole Estate and Effects, heritable and moveable, real and personal, of what Kind or Nature soever or wheresoever situated, then belonging or which should belong to him at the Time of his Decease, but in trust always for the Uses, Ends, and Purposes therein and after mentioned, in the first place for Payment of all the Truster's just and lawful Debts, Death Bed and Funeral Expenses, the Expense of executing the Trust and defraying the whole Expense of his Establishment in *Scotland* to the First Term of *Whitsunday* or *Martinmas* after his Decease; secondly, for Payment to his Spouse Mistress *Barbara Hannah De Hatchko* or *Gordon*, for the Period, in the Manner, and at the Terms specified in a postnuptial Contract of Marriage therein and herein-after mentioned, of an Annuity of One thousand five hundred Pounds Sterling, with Liberty to his said Spouse to occupy and possess, in the Way therein pointed out, the Mansion House, Coach-houses and Stables, Gardens, Policies, and Home Farm of *Cairness*; thirdly, for Payment to his Cousin the said Captain *John Leith*, during all the Days of his Lifetime after the Decease of the said *Thomas Gordon*, in case he should survive him, of a free Liferent Annuity of One thousand Pounds Sterling, payable as therein and after mentioned; fourthly, for Payment to the said Reverend *James Robertson*, during all the Days of his Lifetime after the Truster's Decease, in case he should survive him, of a free Liferent Annuity of Two hundred Pounds Sterling, payable as therein and after mentioned; both which Annuities in favour of the said *John Leith* and *James Robertson* were declared to be payable in equal Moieties at *Whitsunday* and *Martinmas* in each Year, beginning the First Term's Payment of One Half of the said Annuities at the First Term of *Whitsunday* or *Martinmas* which should happen after the Truster's Decease for the Half Year succeeding, and so forth half-yearly and termly during the Lifetime of each Annuitant after the Truster's Decease, with a Fifth Part more of liquidate Penalty in case of Failure in punctual Payment, and the due and ordinary Interest of each Annuity from the Term of Payment and until paid; and it was thereby declared that the foresaid Two Annuities should be Real Burdens upon the Truster's

Truster's Heritable Estates in *Scotland* and *Jamaiea*, and should be payable out of the readiest Rents and Profits of said Estates; fifthly, for Payment of such pecuniary Legacies or Donations, and for Delivery of such special Subjects belonging to the Truster as he had given, granted, or bequeathed, or as he should thereafter give, grant, or bequeath at any Time in his Life, by any Writing or Writings under his Hand, whether formal or not, if expressive of his Intentions; sixth, in the event of the Truster's Death, leaving lawful Issue, he thereby directed his said Trustees to make over his whole Property to them under Burden of the foresaid Three Annuities and of the Legacies before referred to in such Manner as he should appoint, and failing such Appointment, in the Way and Manner directed by Law in Cases of intestate Succession, but in the event of his Death without leaving lawful Issue, and of his predeceasing the Term of *Whitsunday* in the Year One thousand eight hundred and forty-six, he thereby directed and appointed his said Trustees and Acceptors or Acceptor, Survivors or Survivor of them, to accumulate the Residue of his Personal Estate, with the Interest or other Produce which might accrue thereon, and the Rents and Proceeds of his Heritable Estate, till the said Term of *Whitsunday* One thousand eight hundred and forty-six, and thereafter or upon his Death, if he should survive that Period, he directed and appointed his said Trustees, and the Acceptors or Acceptor, Survivors or Survivor, of them, to make over his Personal Property and Rents of his Heritable Property as then accumulated in manner foresaid to and in favour of *James Wilkinson* his natural Son, if then alive, or, if dead, his lawful Issue, and the Heirs procreated or to be procreated of his Body; whom failing, to the said Captain *John Leith*, if then alive, or, if dead, his lawful Issue; whom failing, to the Truster's Cousin, Major *William Fraser* of Her *Britannic* Majesty's Forty-third Regiment of Foot, Son of the late *Erskine Fraser* Esquire, of *Woodhill*, if then alive, or, if dead, his lawful Issue; whom failing, to the before-named *Adam Cumine* Esquire, if then alive, or, if dead, his lawful Issue; whom failing, to the before-named *Charles Bannerman*, if then alive, or, if dead, his lawful Issue; and to dispone, assign, and convey to and in favour of the same Persons and their lawful Issue in the Order aforesaid; whom all failing, to the Truster's own nearest Heirs and Assignees whomsoever, heritably and irredeemably, all and haill the whole Heritable Estates in *Scotland* belonging or which might belong to him, by whatsoever Name or Names his Properties in *Scotland* were or might be known; as also all and whole that his Plantation called *Georgia*, with the Appurtenances, situated within the Parish of *Trelawney* in the Island of *Jamaica*, with all the Buildings, Mills, and Works of every Description, Cattle, Horses, Crop, and every other Article belonging to him on the said Plantation, and all other Heritable Property in the *British* Dominions then belonging or which should thereafter belong to him

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at the Time of his Decease, the eldest Heir Female always succeeding without Division, and the whole Persons succeeding to his said Lands and the Husbands of such Heirs Female always assuming the Name of *Gordon* and bearing the Arms of *Gordon* of *Buthlaw*, and that by One or more Dispositions and other Deeds, as his said Trustees might consider best, but subject always to the Fetters of a strict Entail, and under such Declarations, Limitations, Restrictions, Provisions, Clauses irritant and resolutive, as to them might seem best calculated to secure and carry into effect his Wishes, and preserve the Destination of his Estates, and secure the Performance of the Conditions attached to the Enjoyment thereof; and the said *Thomas Gordon*, by the Trust Disposition and Deed of Settlement now in recital, authorized and empowered his said Trustees from Time to Time to nominate and assume such other Person or Persons as they should think fit to be Trustee or Trustees along with them, and appointed the said Trustees to be his Executors; but the said Deed now in recital neither contained Powers to the said Trustees to sell nor to borrow Money upon the Security of the Lands and Estates thereby conveyed: And whereas by postnuptial Contract of Marriage, likewise dated the said Twenty-first Day of *August* One thousand eight hundred and thirty-nine, entered into between the said *Thomas Gordon* and the said Mistress *Barbara Hannah De Hatchko* or *Gordon*, the said *Thomas Gordon*, *inter alia*, bound and obliged himself, his Heirs, Executors, and Successors whomsoever, to infeft and seise the said Mistress *Barbara Hannah De Hatchko* or *Gordon* in a free Liferent Annuity of One thousand five hundred Pounds Sterling, to be paid to her in Liferent during all the Days of her Life after his Decease, in case she should happen to survive him, by way of Jointure, to be uplifted and taken at the Terms of *Whitsunday* and *Martinmas*, by equal Portions, with a Fifth Part more of each Term's Payment of liquidate Penalty in case of Failure in the punctual Payment thereof, and the lawful Interest of the said Annuity from the respective Terms of Payment while the same remains unpaid, beginning the First Term's Payment thereof at the First Term of *Whitsunday* or *Martinmas* after his Decease for the Half Year succeeding, and so forth half-yearly and termly during her Lifetime after his Decease; and it was thereby declared by the said *Thomas Gordon*, in the event of the said Mistress *Barbara Hannah De Hatchko* or *Gordon* surviving him, and while she should remain a Widow, that she should have the Use and Enjoyment of the Mansion House, Coach-houses and Stables, Gardens and Policies, and Home Farm of *Cairness* Rent-free during her Life, together with the Liferent Use of the Furniture, Plate, Bed and Table Linen, Pictures, and whole other Articles of Plenishing in said Mansion House, and of the Working Utensils and Implements of Husbandry of the said Gardens and Home Farm, but that for her personal Accommodation only, if she should choose to make her Residence actually

Postnuptial Contract of Marriage, dated 21st August 1839.

actually at *Cairness*, secluding thereby and debarring all Assignees, Tenants, and others; which Provisions in favour of the said Mistress *Barbara Hannah De Hatchko* or *Gordon* she thereby accepted of in full of all Terce, Share of Moveables and Goods in Communion, and everything else that she might be entitled to demand on the Death of her Husband, should she survive him, or which it might be competent for her Heir or nearest of Kin to demand from the said *Thomas Gordon* in case of her Predecease, according to the Laws of *Scotland* or of *Greece*, or of any other Country which might regulate the Succession to or the Claims of the said Mistress *Barbara Hannah De Hatchko* or *Gordon*, or of her Heirs or nearest of Kin, upon the Property, heritable or moveable, real or personal, that might belong to the said *Thomas Gordon* at the Dissolution of the Marriage by the Death of either of the said Parties: And whereas the said Mistress *Barbara Hannah De Hatchko* or *Gordon* was infeft and seised, in virtue of the Precept of Sasine contained in the said Contract of Marriage, in the Lands of *Invernorth*, *Cairness*, *Lonmay*, and *Whitecairn* belonging to the said *Thomas Gordon*, conform to Instrument of Sasine in her Favour dated the Twenty-first and recorded in the Particular Register of Sasines for *Aberdeenshire* the Twenty-third Day of *August* One thousand eight hundred and thirty-nine: And whereas by a certain Holograph Writing or Deed of Bequests, dated the Twenty-sixth Day of *August* One thousand eight hundred and thirty-nine, addressed to the said Captain *John Leith* and the other Trustees and Executors under the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, dated the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, above recited, and in virtue of the Powers reserved by him therein, and in implement so far of the Purposes for which it was granted, he thereby directed and appointed his said Trustees to pay to the Persons therein named and designed, on the first Twentieth Day of *June* or *December* after the Truster's Decease, certain Legacies and Bequests, as also to make Payment to the Persons after named of the following Annuities; *viz.*, to *Joseph Percival* Gamekeeper at *Cairness*, an Annuity of Twenty Pounds Sterling; to *Henry Ewardine* formerly the Truster's Groom, an Annuity of Five Pounds Sterling; to *Andrew Buchan* (*Rodney*) Fisherman in *St. Colmes*, and formerly a Boatman in the Truster's Service, an Annuity of Five Pounds Sterling; to *Jane Kindy* in the Parish of *Crimond*, and Mother of the said *James Wilkinson*, an Annuity of Ten Pounds Sterling; and that on the Twentieth Day of *June* or Twentieth Day of *December* yearly, according as the same might commence, beginning on the first Twentieth Day of *June* or *December* after his Decease for the ensuing Year, and so on yearly thereafter during their respective Lifetimes; as also to deliver certain special Bequests as therein set forth; and he declared the said Writing or Deed of

Deed of Bequests, dated 26th August 1839.

Bequests to refer to his said Disposition and Deed of Settlement, and to be as valid as if therein insert *verbatim*: And whereas the said *Thomas Gordon* died upon the Twentieth Day of *April* One thousand eight hundred and forty-one, without revoking the said Trust Settlements, and without leaving lawful Issue, and was survived by his said Spouse and by the said *James Wilkinson*, now *James Wilkinson Gordon*, his natural Son, both of whom are still alive: And whereas the whole of the Trustees nominated and appointed by the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement as aforesaid accepted the Office of Trustees and Executors conferred upon them by the said Deed, and having entered upon the Management of the Estate and Effects so conveyed to them, obtained themselves confirmed as Executors of the said Deceased in *Scotland*, and also obtained Letters of Administration in *England*, and applied the Moveable or Personal Estate intromitted with and recovered by them in paying the Truster's Debts, and the Legacies bequeathed by him, in so far as the same were payable out of the Moveable or Personal Estate of the said Deceased as aforesaid: And whereas *Adam Cumine* Esquire, of *Rattray*, one of the said Trustees, having died, the said *John Leith*, *Charles Bannerman*, *James Robertson*, *Patrick Bannerman*, and *John Blaikie*, being the whole remaining Trustees, made up Titles to the said Lands of *Invernorth*, *Cairness*, *Lonmay*, and *Whitecairn*, and were duly infeft therein: And whereas the said Trustees also made up Titles to certain Salmon Fishings on the River *Dee* belonging to the said *Thomas Gordon*, and were duly infeft therein: And whereas the said Mistress *Barbara Hannah De Hatchko* or *Gordon*, now the Baroness *De Sedaiges*, having married again, her Right to the Liferent Use and Enjoyment of the Mansion House and Home Farm of *Cairness*, and of Furniture, Plate, and other Articles of domestic Use therein provided to her during her Widowhood as aforesaid, thereupon ceased and came to an End: And whereas the said Trustees, by Deed of Assumption, dated the Second Day of *August* One thousand eight hundred and forty-three, assumed *James Cumine* Esquire, of *Rattray*, as a Trustee to act along with them in the Administration of the said Trust: And whereas, besides the Heritable Estates in *Scotland* to which Titles were made up by the said Trustees as aforesaid, the said *Thomas Gordon* was at the Time of his Death possessed of the Lands and Estates of *Buthlaw* and *Newtyle* in *Aberdeenshire*, which yielded a clear Rental of upwards of Eight hundred Pounds *per Annum*, but after his Death the Title of his said Trustees thereto was disputed by certain Parties claiming as Heirs of Provision under a former Destination of the said Estates, and the same was reduced and set aside by a Judgment of the Court of Session in *Scotland*, and the said Trustees were by another Judgment of the same Court found liable to the said Claimants in Payment of the Rents of the said Lands that

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became payable subsequent to the Twentieth Day of *April* One thousand eight hundred and forty-two, which several Judgments were afterwards affirmed by the House of Lords upon Appeal: And whereas the said *Thomas Gordon* was also at the Time of his Death possessed of Landed Estates and Real Property of considerable Value in *Argos*, *Napoli di Romani*, and other Places in the State and Kingdom of *Greece*, which were specially conveyed by him to the said Trustees by a Testament executed by him in the Form prescribed by the Law of *England*, and published on the Twenty-first Day of *August* One thousand eight hundred and thirty-nine, as relative to his said Trust Disposition and Settlement, and declared to be subject and charged and chargeable, together with his Estates in *Scotland*, to and with the Purposes of his said Trust Disposition and Deed of Settlement; but after his Death the said Estates were claimed by the said *James Robertson* as his own exclusive Property by virtue of a certain alleged Deed of Gift, dated the Twelfth Day of *April* One thousand eight hundred and thirty-eight (old Style), purporting to have been granted by the said *Thomas Gordon* in favour of the said *James Robertson*, under Burden of the said *Thomas Gordon*'s Life-rent Use and Enjoyment of the said Estates, and the said Estates were, after the Death of the said *Thomas Gordon*, possessed by the said *James Robertson* down to the Time of his Death, and the said Trustees have not been able to recover or obtain Possession of the same: And whereas an Act was passed in the Twelfth and Thirteenth Years of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for authorizing the Trustees of the late* Thomas Gordon *to sell his Estates of* Cairness *and others in the County of* Aberdeen, *and to apply the Price thereof in Payment of the Debts and Burdens affecting the same; and for laying out the Residue of the Price in the Purchase of other Lands to be entailed, in Terms of the Trust Deed of Settlement by the said* Thomas Gordon; *and for other Purposes*; whereby, upon a Recital of the Deeds and Circumstances herein-before set forth, and upon the further Recital that through the Operation of various Causes therein specified the Income arising from the Estates, including the Estates in *Jamaica*, vested in the said Trustees, had become diminished to such an Extent that the Trustees had been unable to pay the Annuities provided by the said *Thomas Gordon*'s Trust Settlements, and the same had fallen into arrear to the Extent of Three thousand seven hundred and ninety-six Pounds Fourteen Shillings and Twopence, as at the First Day of *January* One thousand eight hundred and forty-nine, conform to Schedule (B.) to the said Act annexed, and the Trustees had contracted Debts and incurred Liabilities in the Administration of the Trust Estate to the Amount of Nine thousand seven hundred and eighty-five Pounds One Shilling and Eightpence, as set forth in Schedule (C.) to the said Act annexed, whereby the said Lands and Estate in *Scotland* had become liable to be attached and adjudged both

12 & 13 Vict. c. 14. (*Pr.*)

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by the Annuitants and Creditors, and the Trustees were unable to fulfil the Intention and Direction of the said *Thomas Gordon* that they should close their Trust at the Term of *Whitsunday* One thousand eight hundred and forty-six, and convey the accumulated Rents and Proceeds of the Trust Estate to *James Wilkinson Gordon* his Son, and dispone, convey, and make over his Landed Estates in *Scotland* and elsewhere, under the Fetters of an Entail, to the said *James Wilkinson Gordon* and the other Heirs called by the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, and upon the further Recital that it had become expedient and necessary, and would be of advantage to the said *James Wilkinson Gordon* and the other Heirs called to the Succession of the said *Thomas Gordon* as aforesaid, that Powers should be given to sell the Lands and Estate of the said *Thomas Gordon* situated in *Scotland*, and directed to be entailed as aforesaid, or such Parts thereof as might be found necessary or advisable, and until such Sales could be effected with Advantage, to borrow Money upon the Security of the same or of any Parts thereof for the Purpose of redeeming or otherwise providing for Payment of the said Annuities and Provisions, and paying off the Debts and Burdens which charged and affected the said Lands and Estate, and also of satisfying and paying the Charges, Expenses, and Obligations come under by the said Trustees in execution of the Trusts and Duties thereof imposed upon them by the said *Thomas Gordon*, as well as the Expenses of the said Act, it was enacted that from and after the passing of the said Act the Lands of *Invernorth*, *Cairness*, *Lonmay*, and *Whitecairn*, and the said Salmon Fishings on the River *Dee* as more fully described in the said recited Act, being the whole Heritable Estates in *Scotland* under the Administration of the said Trustees, and to which they had made up Titles as aforesaid, should be and the same were thereby specially vested in the said *John Leith*, Sir *Charles Bannerman*, *Patrick Bannerman*, *John Blaikie*, and *James Cumine*, and the Survivors and Survivor of them, and the Heir of such Survivor, and should be held by them freed and discharged of and from the Direction and Instruction contained in the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, to dispone and convey the same to the said *James Wilkinson Gordon* and the other Heirs therein named, subject to the Fetters of a strict Entail, and whole other Burdens, Limitations, and Conditions in regard to the Destination and Enjoyment of the said Lands and Estates therein expressed, but upon trust nevertheless and to and for the Intents and Purposes therein-after expressed and declared in relation to the same, that is to say, upon trust that they the said *John Leith*, Sir *Charles Bannerman*, *James Cumine*, *Patrick Bannerman*, and *John Blaikie*, and the Survivors and Survivor of them, did and should, as soon as conveniently might be, with the Consent of the said Mistress *Barbara Hannah De Hatchko* or *Gordon*, now the Baroness

Baroness *De Sedaiges*, if then alive, and also of the said *James Wilkinson Gordon* or other Heir for the Time being first entitled to succeed in Terms of the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, or the Tutors and Curators of such Heir if under Age, at the Sight and with the Approbation of the Court of Session in either of the Divisions thereof, make Sale and absolutely dispose of the whole or any Part of the said Lands and other Heritages and Subjects by the said Act declared to be vested in and held by them as aforesaid, either together or in Parcels, in the Manner therein expressed and provided, and should apply the Price or Prices of the said Lands and others, or of such Part or Parts thereof as might be sold as aforesaid, under the Direction of the Court of Session in *Scotland* in either Division thereof, in the first place in defraying all necessary Charges and Expenses that might be incurred in and about applying for and obtaining the said Act, and by and through the carrying the same into execution; in the second place, in paying, redeeming, or securing the said Annuities, and in Payment and Satisfaction of the Creditors of the said *Thomas Gordon*, whose Debts or Claims affect or might be made to affect the said Estate, and of the Expenses, Charges, and Obligations come under by the said Trustees as aforesaid, as the respective Rights and Interests of the said Annuitants and Creditors, and the Amounts of their several Claims, and of the said Expenses, Charges, and Obligations, might be ascertained and adjusted by the said Court; and it was by the said Act provided that nothing therein contained should prejudice or affect in any way whatsoever the preferable Annuity affecting the said Lands and others in favour of the Widow of the said deceased *Thomas Gordon*, now the Baroness *De Sedaiges*; and it was by the said Act also enacted that it should be lawful to the said Trustees, at the Sight and with the Approbation of the Court of Session as aforesaid, and if the said Court should be satisfied that the Heirs of Entail were not to be prejudiced thereby, and also with the Consent of the said *James Wilkinson Gordon* or other Heir for the Time being first entitled to succeed in Terms of the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, but not otherwise, to enter into Agreements with all or any of the said Annuitants, or with any Insurance Company or Companies, for the Redemption or Purchase of the Annuities granted to the said Annuitants respectively as aforesaid, and to apply and pay to such Annuitants or Insurance Company or Companies so much of the said Price or Prices as might be necessary for the Redemption or Purchase of the said Annuities in Exchange for a valid and sufficient Discharge of such of the said Annuities as should be so redeemed or purchased; and it was declared that in the event of such Purchase or Redemption the said Trustees should not be liable or accountable to any of the Heirs called by the said *Thomas Gordon* to his Succession as aforesaid for

the Sum or Sums so applied and expended by them; and it was by the said Act further enacted that in case an adequate Price could not immediately after the passing of the same be obtained for the said Lands and others, and it should be deemed expedient by the said Trustees that the Sale thereof should be postponed, that then and until such Sale or Sales could be advantageously effected it should be lawful for the said Trustees from Time to Time, but always with the Consent of the said Baroness *De Sedaiges*, to borrow and take up in Loan, upon the Security of the whole or any Part of the said Lands and others, at such Rate of Interest as might be agreed on, not exceeding Five Pounds *per Centum per Annum*, any Sum or Sums of Money which might be necessary for all or any of the Purposes aforesaid; and it should be lawful for the said Trustees validly to secure Repayment of the Money so to be borrowed and Interest thereof, and liquidated Penalties and Expenses, by Heritable Bonds, or Bonds and Dispositions in Security, in favour of the Person or Persons who might lend such Money, over the said Lands and others, or such Parts thereof as might be agreed on, which Bonds and Dispositions in Security should contain Powers of Sale and all other Powers and Clauses usual in such Securities, and should be good, valid, and effectual to the Creditor or Creditors therein, or to his, her, or their respective Heirs, Executors, Representatives, or Assignees whomsoever, who should have every Remedy competent by the Law of *Scotland* for Recovery of the Sums so lent, with Interest and Penalties, which is competent to any other Creditor by Heritable Bond, or Bond and Disposition in Security, secured over Lands held in Fee Simple; provided always, that the said Trustees should not, by concurring in and granting such Security or Securities, incur for themselves or their Representatives any Responsibility otherwise than as Trustees for the Sums so borrowed; and in the event of all or any of the Lands so conveyed in Security being sold in virtue of the Powers of Sale contained in the said Heritable Bonds or Bonds and Dispositions in Security, the Price or Prices should be applied in the first instance in liquidation of the Sums so borrowed, and Interest and Penalties attaching thereto, and thereafter in manner therein-before provided for; and it was by the said Act further enacted that all Sums of Money which should be borrowed in virtue of the Powers by the said Act conferred should be applied and disposed of, along with the Interest thereof, in the Manner provided for by the said Act in regard to the Application of the Price or Prices of the said Lands and others in the event of a Sale; and it was by the said Act further enacted that in case Money should be borrowed for the Payment or Redemption of the said Annuities, Debts, Obligations, and Expenses by virtue of the Authority in the said Act contained, before the said Lands and other Heritages and Subjects, or any Part or Portion thereof, should have been sold, then and in that Case the Price or

Prices

Prices to be obtained for the same should be applied from Time to Time, under Direction of the said Court, towards Payment and Extinction of the Sums so borrowed; and it was by the said Act further enacted that in case a Surplus should remain of the Price of the Lands and others so to be sold under the Authority of the said Act, and Interest, after satisfying the Purposes aforesaid, the Judges of the said Court of Session in either Division thereof were thereby empowered and required to direct and order that the said Surplus should be laid out and applied in the Purchase of other Lands, at such fair and just Price as ought to be given for the same, which Lands should be limited and settled, under the Fetters of a strict Entail, to the same Uses and Purposes, and subject to the same Conditions, Limitations, and Provisions, in so far as the same might be found applicable, as is directed and appointed by the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement in regard to the Lands by the said Act authorized to be sold; and that the Deed of Entail should be recorded in due Form in the Register of Tailzies for *Scotland* by the said Trustees for the Security of all Persons interested therein, and that Infeftment or Infeftments should be expeded and recorded thereon, agreeably to the Form and Practice of the Law of *Scotland*, to all which the said Court of Session should interpone its Authority; and it was by the said Act further enacted that so soon as the whole of the said Annuities, Debts, and Obligations should be extinguished and paid or otherwise provided for, and the Surplus of the Price of the Lands sold in virtue of the said Act should have been invested in the Purchase of Lands in manner therein directed, the said Trustees should be bound and obliged completely and effectually to divest and denude themselves of all Right and Title in their Persons to the same, and to such of the said Lands, if any, as should remain unsold, and to yield up the Possession and Enjoyment of the same to the said *James Wilkinson Gordon*, or other Heir for the Time being entitled to succeed, upon the Terms and Conditions and pursuant to the Directions contained in the said *Thomas Gordon*'s Trust Disposition and recited Deed of Settlement: And whereas after the passing of the said Act an adequate Price could not be obtained for the Lands thereby authorized to be sold, and it having been deemed expedient by the Trustees thereby appointed that the Sale thereof should be postponed, they, in pursuance of the Powers thereby vested in them, borrowed, with the Consent of the said Baroness *De Sedaiges*, upon the Security of the said Lands and Estates of *Invernorth*, *Cairness*, *Lonmay*, and *Whitecairn*, the Sum of Ten thousand Pounds, and granted to the Lenders thereof the Bonds and Dispositions in Security over the said Lands and Estates mentioned in the Schedule (A.) to this Act annexed, and which Bonds and Dispositions in Security contained Powers of Sale and other Powers and Clauses usual in such Securities, and they applied the said Sum of Ten thousand Pounds, under the Direction

Direction of the said Court of Session, in Payment and Satisfaction of certain of the Arrears of Annuities provided by the said *Thomas Gordon*'s Trust Settlements, and contained in Schedule (B.) to the said Act annexed, and also towards Payment and Satisfaction of certain Portions of the Amount of Debts incurred by the Testamentary Trustees of the said *Thomas Gordon*, and other Liabilities affecting the said Trust Estate, and contained in Schedule (C.) to the said Act annexed: And whereas by the Eighth Section of the said recited Act it was enacted that all Sums of Money borrowed in virtue of the Powers by the said Act conferred should be paid by the Lender or Lenders thereof into one or other of the Banks in the said Act named, in the Name of the Trustees acting in pursuance thereof, and should when so paid in be applied and disposed of, along with the Interest thereof, in manner by the said Act provided for: And whereas the Sum of Five thousand five hundred Pounds, Part of the Sum of Ten thousand Pounds borrowed by the said Trustees as aforesaid, and which Sum of Five thousand five hundred Pounds was borrowed in Two Sums of the Amounts of One thousand five hundred Pounds and Four thousand Pounds respectively, was not paid into Bank in manner directed by the said Act, but was paid over by the Lenders thereof to the said Trustees, and by them applied and disposed of in manner provided by the said Act: And whereas the said Trustees made and granted to and in favour of the Lenders of the said respective Sums of One thousand five hundred Pounds and Four thousand Pounds the Bonds and Dispositions in Security firstly and secondly set forth and described in the Schedule (A.) hereunto annexed: And whereas it is expedient, in order to remove any Doubt which may exist or be raised in regard to the Validity of the Securities so made and granted by the said Trustees, through the Failure to comply with the Direction of the said recited Act in regard to the Consignation in Bank of the Sums so borrowed as aforesaid, that the same should be ratified and confirmed: And whereas the yearly Revenue arising from the Lands and Estates in *Scotland* vested in the said Trustees as aforesaid, and from the Estates in *Jamaica* vested in the Testamentary Trustees of the said *Thomas Gordon*, (which were chargeable with and subject to Payment of the Annuity to the said Captain *John Leith* as aforesaid,) were for some Years after the passing of the said recited Act insufficient to meet the said Annuities, and to pay the Charges and Expenses incurred by the said Trustees in and about applying for and obtaining the said Act, and by and through carrying the same into execution, and the Balance of Debts, Claims, and Liabilities due by and affecting the Trust Estate of the said *Thomas Gordon*, and the Trustees acting under the said recited Act were unable to borrow further Sums of Money upon the Security of the said Lands and Estates in *Scotland* vested in them as aforesaid in order to provide for Payment of the said Annuities, Charges, and Expenses, and the Balance of the said Debts, Claims, and Liabilities,

Liabilities, and they could not obtain advantageous Terms for the Sale of the said Lands and Estates: And whereas the Testamentary Trustees of the said *Thomas Gordon*, in order to enable the Trustees acting in pursuance of the said Act to meet the said Annuities and to pay off the Expenses of and relating to the said Act, and to satisfy the said Claims and Liabilities, from Time to Time paid over to them various Sums of Money, consisting in part of Monies recovered by the said Testamentary Trustees from the general Estate of the said *Thomas Gordon*, and in part of Monies arising from the Produce of his *West Indian* Estates vested in them, being the Balance which remained in their Hands during the Years One thousand eight hundred and fifty, One thousand eight hundred and fifty-one, One thousand eight hundred and fifty-two, One thousand eight hundred and fifty-four, and One thousand eight hundred and fifty-five, after paying such Portions of the Annuity due to the said *John Leith* as the annual Proceeds of the *Scotch* Estates vested in the said Parliamentary Trustees as aforesaid were insufficient to satisfy and pay, and to which Sums of Money so paid over by the Testamentary Trustees the said *James Wilkinson Gordon* claims to be entitled in virtue of the Provisions in his favour contained in the Trust Disposition and Deed of Settlement by the said *Thomas Gordon* first above recited, and which Sums were so paid to the said Parliamentary Trustees and applied by them with the view of enabling them to carry on their Trust without being compelled to sell the Lands and Estates vested in them upon disadvantageous Terms: And whereas a Sum of several thousand Pounds has thereby become due and owing by the said Parliamentary Trustees to the said *James Wilkinson Gordon*, or at least is claimed by the said *James Wilkinson Gordon* as due and owing to him by the said Trustees, and it may be necessary that the said Testamentary Trustees should make further Advances to the said Parliamentary Trustees on account of the Expenses of the said recited Act and of this Act: And whereas the said Sir *Charles Bannerman* and *James Cumine* of *Rattray* having resigned the Office of Trustees under the said recited Act, *Theodore Martin* Parliamentary Agent in *London*, and *Anthony Adrian Blaikie* Advocate in *Aberdeen*, were, upon the Petition of the said *John Leith*, Sir *Charles Bannerman*, *James Cumine*, and *John Blaikie*, nominated and appointed by the Court of Session as Trustees for the Purposes of the said Act in the Place and Stead of the said Sir *Charles Bannerman* and *James Cumine*, conform to Decree of the said Court dated the Eighteenth Day of *November* One thousand eight hundred and fifty-one; and by another Decree of the said Court, dated the Fourteenth Day of *July* One thousand eight hundred and fifty-three, the said Sir *Charles Bannerman* and *James Cumine* were exonerated and discharged of their whole Actings and Intromissions as Trustees as aforesaid under the said Act: And whereas the said *James Robertson* died on or about the Third Day of *May* One thousand eight hundred and forty-

nine: And whereas the said *Patrick Bannerman* having died on or about the Sixteenth Day of *September* One thousand eight hundred and fifty-four, and the said *John Leith* having died on or about the Twenty-fifth Day of *October* in the same Year, the said *John Blaikie*, *Theodore Martin*, and *Anthony Adrian Blaikie* became and are now the sole surviving and acting Trustees under the said recited Act: And whereas, in pursuance of the same, the said *John Blaikie*, *Theodore Martin*, and *Anthony Adrian Blaikie*, as Trustees aforesaid, with the Consent of the said Baroness *De Sedaiges* and of the said *James Wilkinson Gordon*, and with the Approval of the Court of Session, sold, conveyed, and absolutely disponed to Sir *Alexander Bannerman* of *Crimonmogate*, Baronet, a small Piece of Land forming Part of the said Lands and Estate of *Cairness* vested in them as Trustees as aforesaid, and which Piece of Land is described in the Schedule (B.) to this Act annexed, in consideration of the Sum of Seventeen hundred and fifty-three Pounds, which Sum is now deposited in Bank, pursuant to the Provisions of the said Act, to await the Direction of the Court of Session in regard to the Disposal of the same: And whereas in consequence of the Death of the said *James Robertson* and *John Leith* the Annuities of Two hundred Pounds and One thousand Pounds respectively declared by the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement to be Real Burdens upon his Heritable Estates in *Scotland* and *Jamaica*, and by the said recited Act made payable out of the Price of the said Lands and Estate vested in the said Trustees as aforesaid, have lapsed, and the free Rental of the same is now more than sufficient to meet the Annuity in favour of the said Baroness *De Sedaiges* and the other subsisting Annuities, and the Interest on the Sum of Ten thousand Pounds borrowed by the said Trustees as shown in the Schedule (C.) to this Act annexed; and the said *James Wilkinson Gordon* (who under the Circumstances aforesaid is the only other Person who is or claims to be a Creditor of the said Trustees) does not insist for immediate Payment of the Debt due or claimed as due to him as aforesaid, but is willing to accept of a Bond and Disposition in Security in his Favour over the said Lands and Estate for the Amount of the Balance, if any, which may, upon a final Adjustment of the Accounts of the said Trustees, be ascertained to be due to him, postponed to the subsisting Annuities in favour of the said Baroness *De Sedaiges* and others granted by the said *Thomas Gordon*, and to the Securities for the said Sum of Ten thousand Pounds borrowed by the Trustees as aforesaid, or at least to Securities for so much thereof as shall, on a final Adjustment of Accounts between the said Trustees and the said Testamentary Trustees, be ascertained to effeir to the Lands and Estates vested in the said Trustees acting under the said recited Act: And whereas the said *James Wilkinson Gordon* is desirous that the said Lands and Estates

now

now vested in the said Trustees as aforesaid should be disponed, conveyed, and made over to him and to the Series of Heirs called by the said *Thomas Gordon* to the Succession of the same, under the Fetters of a strict Entail, in Terms of the Direction to that Effect contained in the said *Thomas Gordon*'s Trust Disposition and Settlement, but subject always to the Burden of the said Annuities, and also to the Burden of the existing Securities for the said Sum of Ten thousand Pounds, or at least of Securities for such Proportion thereof as upon such Adjustment as aforesaid shall be ascertained to effeir to the said Lands and Estate, and of a Bond and Disposition in Security to be granted in his Favour for such Sum, if any, as may be ascertained in manner hereafter prescribed to be due to him by the Trustees; but the said recited Act having been passed in contemplation of the Necessity of selling the said Lands and Estates, and purchasing other Lands with the Balance of the Price, contains no Provision for enabling the Trustees to dispone and convey the Lands and Estates vested in them, and remaining unsold as aforesaid, to the said *James Wilkinson Gordon*, or other Heir for the Time being entitled to succeed, subject to such Burdens as aforesaid: And whereas the said Trustees are desirous to bring the Trust in their Persons to a Close, and to denude and divest themselves of all Right and Title in their Persons to the said Lands and Estates; and it is expedient and will be for the Advantage of the said *James Wilkinson Gordon* and the other Heirs called to the Succession of the said *Thomas Gordon* as aforesaid that Powers should be given to them to dispone, convey, and make over the said Lands and Estates to the said *James Wilkinson Gordon* or other Heir for the Time being entitled to succeed thereto, but subject always to such Burdens as aforesaid; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty, upon the humble Petition of the said *James Wilkinson Gordon* and of the said *John Blaikie*, *Theodore Martin*, and *Anthony Adrian Blaikie*, as Trustees aforesaid, 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; (that is to say,)

Trustees to grant Bond and Disposition in Security in favour of Mr. J. W. Gordon.

I. It shall be competent for the said Trustees after the passing of this Act to apply by summary Petition to either Division of the said Court of Session for a Discharge and Exoneration of their Transactions, Intromissions, and Management under the Authority of the said recited Act and of this Act respectively; and it shall be competent for the said Court, under the said Application, to appoint Intimation thereof to all Parties interested, and to order Production of the Accounts of the said Trustees, and also of the Accounts of the said Testamentary Trustees, and to ascertain and determine what Proportion of the Debts

and

and Charges at present affecting the Lands and Estates vested in the Trustees acting under the said recited Act effeirs to the said Lands and Estates, as in a Question with the said Testamentary Trustees, or the said *James Wilkinson Gordon*, or the Heir for the Time being entitled to succeed to the said Lands and Estates, and also what Proportion of the same, if any, ought, according to the Provisions of the said *Thomas Gordon*'s Trust Disposition and Deed of Settlement, to be payable by the said Testamentary Trustees, or the said *James Wilkinson Gordon*, or the Heir for the Time being entitled to succeed to the said Lands and Estates, and further to ascertain and determine the Balance, if any, due by the said Parliamentary Trustees to the said Testamentary Trustees or the said *James Wilkinson Gordon* in respect of Sums of Money paid or which may be paid to the said Trustees with his Consent by the Testamentary Trustees of the said *Thomas Gordon* for the Purpose of being applied in carrying into effect the Purposes of the Trust created by the said recited Act and of this Act; and upon the Amount of the said Balance, if any, being so ascertained, it shall be lawful for the said Trustees, and they are hereby directed and required, to grant, at the Sight and with the Approbation of the said Court, a Bond and Disposition in Security for the same, and the legal Interest thereof and liquidated Penalties and Expenses effeiring thereto, in favour of the said Testamentary Trustees, or of the said *James Wilkinson Gordon*, his Heirs and Assignees, as may be found just by the said Court, over the said Lands and Estates, or such Parts thereof as may be agreed on, which Bond and Disposition in Security shall contain Powers of Sale and all other usual Powers and Clauses, and shall be good, valid, and effectual, and confer every Right, Power, and Privilege competent by the Law of *Scotland*, in virtue of a Bond and Disposition in Security secured over Lands in Fee Simple; and the said Bond and Disposition in Security shall contain all Clauses proper and necessary for postponing the Sums of Money thereby secured and the Security thereby created to the said preferable Annuity affecting the said Lands and Estates in favour of the said Baroness *De Sedaiges*, and also to the said Sum of Ten thousand Pounds borrowed by the said Trustees as aforesaid, and the Securities granted therefor, or at least such Portion thereof and Security therefor as shall on such final Adjustment of Accounts as aforesaid be ascertained to effeir to the Lands and Estates vested in the Trustees acting under the said recited Act, and to the other Annuities granted by the said *Thomas Gordon*, all which are hereby and shall be by the said Bond and Disposition in Security declared to be Real Burdens upon the said Lands and Estate, affecting the same preferably thereto: Provided always, that in ascertaining what Proportion, if any, of the Debts and Charges at present affecting the said Lands and Estates ought to be payable as aforesaid by the said Testamentary Trustees or the said *James Wilkinson Gordon*, or other

Heir

Heir for the Time being entitled to succeed to the said Lands and Estates, the said Court shall take into account and consider whether any and what Proportion of the said Debts and Charges would have been payable by the said Testamentary Trustees, or the said *James Wilkinson Gordon* or other Heir aforesaid, if the Sums of Money for the Payment of which the said Sum of Ten thousand Pounds was raised and applied by the said Trustees under the special Powers to that Effect contained in the said recited Act, instead of being so paid and provided for, could have and had been constituted as Claims against the said Trustees, or made chargeable upon the said Lands and Estates by the Creditors of the said Trust Estate and by the said Annuitants by means of any legal Proceedings competent under the Law of *Scotland*, or had been paid or provided for by the Sale of any Portion of the said Lands and Estates in consequence of any such Proceedings as aforesaid.

Trustees to execute an Entail of the Estate of Cairness, &c.

II. The said Trustees shall make, grant, and execute a Disposition and Deed of Entail of the said Lands and Estates vested in them by the said recited Act, and remaining unsold as aforesaid, to and in favour of the said *James Wilkinson Gordon* or other Heir for the Time being entitled to succeed thereto, upon the Terms and Conditions and pursuant to the Directions contained in the said *Thomas Gordon*'s said Trust Disposition and Deed of Settlement in so far as the same may be found applicable, but subject always to the Real Burden of the said Annuity in favour of the said Baroness *De Sedaiges*, and also of the said Sum of Ten thousand Pounds borrowed by them as aforesaid, or at least of such Proportion thereof as shall be ascertained in manner herein-before provided to effeir to the Lands and Estates vested in the Trustees acting under the said recited Act, and subject also to the Real Burden of the several other Annuities granted by the said *Thomas Gordon*, specified in the Schedule (C.) hereunto annexed, and of the Sum, if any, which shall be ascertained to be due by the said Trustees to the said *James Wilkinson Gordon*, and the Security to be granted by them therefor as herein-before provided; and the said Deed of Entail shall be recorded in due Form in the Register of Tailzies for *Scotland* by the said Trustees for the Security of all Persons interested therein, and Infeftment shall be expeded and recorded thereon, agreeably to the Form and Practice of the Law of *Scotland*, and the said Disposition and Deed of Entail shall be prepared and recorded at the Sight and with the Approval of the said Court of Session, who shall interpone its Authority thereto.

Discharge of Trustees.

III. When and so soon as the said Trustees have executed the said Disposition and Deed of Entail, and caused the same to be recorded, and Infeftment to be taken thereon and recorded as herein-before directed,

directed, the said Court of Session are hereby empowered and required, if the Accounts of the said Trustees shall be found to be correct, to exonerate and discharge the said Trustees respectively, and to declare them to be freed and discharged of such Transactions, Management, and Intromissions, and of all the Consequences thereof, and of all Action and Demand for and in respect of the same for ever.

Recited Act repealed, but only so far as inconsistent with this Act.

IV. From and after the passing of this Act, the said recited Act, in so far as the same is superseded by or inconsistent with the Provisions of this Act, shall be and the same is hereby repealed, but in all other respects the said Act shall remain in full Force and Effect, and all Sales, Contracts, Conveyances, Securities, and other Matters and Things before the Commencement of this Act made, done, entered into, executed, or instituted, under and by virtue of the said recited Act or with reference to the Purposes thereof, shall be as good, valid, and effectual to all Intents and Purposes whatsoever as if this Act were not passed, and may be proceeded on and enforced accordingly.

Confirmation of certain existing Securities.

V. The said Bonds and Dispositions in Security firstly and secondly set forth and enumerated in the said Schedule (A.) hereunto annexed, and the respective Assignations thereof, shall be and the same are hereby ratified, approved, and confirmed, and declared to be, as at and from the Dates of the same respectively, of the like Force and Validity in all respects, and to be equally good and effectual for securing the Repayment of the said Sums of One thousand five hundred Pounds and Four thousand Pounds respectively, together with the Interest thereof and liquidated Penalties effeiring thereto, as if the whole Formalities directed by the said recited Act to be observed in regard to the Consignation in Bank of the Monies to be borrowed in pursuance thereof, and the Application of such Monies, had been duly complied with and observed; and it shall not be lawful for the Trustees acting in the Execution of the said recited Act or of this Act, nor the said *James Wilkinson Gordon* or other Heir for the Time being in possession of or entitled to succeed to the Lands and Estate conveyed in Security of the Sums so borrowed as aforesaid, to question, challenge, or impugn, or to reduce or set aside, the said Bonds and Dispositions in Security and Assignations thereof respectively, or to refuse or withhold Payment of the Sums thereby secured on any Ground whatsoever.

Heirs to pay Annuities and keep down Interest.

VI. The Heir of Entail in possession shall be bound to pay the said Annuities from Time to Time as the same become due, and to pay and keep down the Interest upon the Sum of Ten thousand Pounds borrowed by the said Trustees, or at least upon so much thereof as shall

shall be ascertained in manner herein-before provided to effeir to the Lands and Estates vested in the Trustees acting under the said recited Act, and upon the Sum, if any, which may be ascertained in manner herein-before provided to be due to the said *James Wilkinson Gordon*, and for which a Bond and Disposition in Security may be granted under the Powers by this Act conferred.

General Saving of Rights.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, and the said Baroness *De Sedaiges*, and all the other Annuitants and Creditors on the said Estate, as well those mentioned herein and in the Schedules hereunto annexed, as those who may be omitted therefrom, his, her, and their Heirs and Successors, Executors, Administrators, and Assigns, (excepting the said *James Wilkinson Gordon* and the other Heirs called to the Succession of the said Lands and Estates as aforesaid,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Lands and Estates, 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.

Expenses of Act.

VIII. The Charges and Expenses incurred or to be incurred by the said Trustees in and about applying for and obtaining this Act, and by and through carrying the same into execution, shall form a Charge upon and be defrayed out of any Surplus of the Rents of the said Lands and Estates for the current Year which may remain in their Hands after Payment of the said several Annuities, and of the Interest on the said Sum of Ten thousand Pounds borrowed by them as aforesaid; and in so far as such Surplus shall be insufficient for these Purposes, and the said Charges and Expenses shall be defrayed by Advances made by the said Testamentary Trustees of Sums of Money which shall be ascertained to be due and owing to the said *James Wilkinson Gordon*, and made with his Consent, the Amount of such Advances shall be ascertained and included in the Bond and Disposition in Security to be granted in his Favour as herein-before provided.

Short Title

IX. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Cairness* Estate Amendment Act, 1856."

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

X. 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.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

SCHEDULE of SECURITIES granted by the TRUSTEES in pursuance of the Powers contained in the recited Act, and now affecting the Lands of Invernorth, Cairness, Lonmay, and Whitecairn.

First.—Bond and Disposition in Security for £1,500 by the said Trustees in favour of Anthony Adrian Blaikie, Advocate in Aberdeen, sole accepting, surviving, and assumed Trustee under certain Deeds granted by Lieutenant Colonel James John Forbes Leith and Mistress Wilhelmina Helen Stewart or Forbes Leith, his Spouse, with Advice, Consent, and Concurrence therein mentioned, dated the 18th and 29th Days of May, and 1st, 8th, and 21st Days of June 1850, and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 16th Day of July 1850.

Second.—Bond and Disposition in Security for £4,000 by the said Trustees in favour of Mistress Wilhelmina Helen Stewart or Forbes Leith, Spouse of Lieutenant Colonel James John Forbes Leith, John Blaikie and Anthony Adrian Blaikie, Trustees nominated, constituted, and appointed by James Forbes Leith, Esquire, of Whitehaugh, in a Deed of Trust executed for behoof of his Brothers and Sisters, the younger Children of the said Lieutenant Colonel James John Forbes Leith, dated the 18th and 29th Days of May, and 1st, 8th, and 21st Days of June 1850, and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 16th Day of July 1850.

Third.—Assignation by the said Trustees to John Maitland, Esquire, residing in Union Place, Aberdeen, of the said Bond and Disposition in Security for £4,000 to the Extent of £1,500, dated and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 1st Day of July 1852.

Fourth.—Assignation by the said Trustees to the said John Maitland of the said Bond and Disposition in Security for £4,000 to the Extent of £1,000, dated 22nd and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 23d December 1852.

Fifth.—Assignation by the said Trustees to the said John Blaikie, as Curator Bonis for Patrick Bannerman, Esquire, of Aberdeen (now deceased,)

deceased,) of the said Bond for £4,000 to the Extent of £500, dated and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 19th Day of January 1853.

Sixth.—Bond and Disposition in Security for £4,500 by the said Trustees in favour of John and Anthony Blaikie, Advocates in Aberdeen, and the individual Partners of that Firm, dated the 18th and 29th Days of May, and 1st, 8th, and 21st Days of June 1850, and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 15th Day of July 1850.

Seventh.—Assignation by the said John Blaikie and Anthony Adrian Blaikie to the said John Maitland, Esquire, of the said Bond and Disposition in Security for £4,500, dated the 24th Day of July, and recorded in the Particular Register of Sasines, &c. for the Counties of Aberdeen and Kincardine the 1st Day of August 1850.

SCHEDULE (B.)

DESCRIPTION of PIECE of GROUND sold to Sir ALEXANDER BANNERMAN, of Crimonmogate, Baronet.

ALL and whole that Portion of the Lands of Savock, formerly the Mill of Savock Land, including within the Boundary the Field or Meadow lying betwixt the March of Crimonmogate and the Tail Race, Mill Lead, and Dam of the old Meal Mill of Savock, which Meadow has now been improved, and the Tail Race, Lead, and Dam have been discontinued; the said Piece of Ground being bounded on the North by the Road leading to Crimond, on the South by the Crimonmogate March Burn till it reaches the Road leading to Saint Combs, and on the West by the Saint Combs Road aforesaid; together with the Piece of Ground bounded on the East by the Saint Combs Road aforesaid, on the South and West by Part of the said Mill Lead and partly by the Craigellie March Burn, and on the North by a Road leading from the said Saint Combs Road towards Craigellie; which Portion of Land measures Forty-three Acres One Rood and Eighteen Poles or thereby, Imperial Measure, and is delineated and laid down on a Plan thereof made and signed by William Garden, Land Surveyor, residing at Bracopark, as referable to the Decreet Arbitral of George Whyte and Alexander Smith, Land Surveyors, before referred to; and which Piece of Land forms Part and Portion of all and whole the Town and Lands of Savock, with the Miln thereof called Savock Miln, Miln Lands, Multures, Sucken, Sequels, and Knaveships thereto belonging.

SCHEDULE (C.)

SHOWING NET YEARLY INCOME of TRUST ESTATE, after Deductions for Repairs, Expenses of Management, &c., and the Amount of the Annuities and yearly Interest of Debts affecting the same.

INCOME.

	£	*s.*	*d.*
1. Net Proceeds of Rents of Cairness, Invernorth, St. Combs, and Grass Parks for Year from 1st June 1854 to 1st June 1855 - - - - -	2,119	13	3
2. Do. of Salmon Fishing on the Dee, upon an Average of Six Years ending 1st June 1855 - - -	136	3	7
Net Income -	£2,255	16	10

EXPENDITURE.

	£	*s.*	*d.*			
1. Annuity to the Baroness De Sedaiges -	1,500	0	0			
2. Do. to Joseph Percival - -	20	0	0			
3. Do. to Henry Ewardine - - -	5	0	0			
4. Do. to Andrew Buchan - -	5	0	0			
5. Do. to Jean Kindy - - -	10	0	0			
6. Interest at 4 per Cent. upon £10,000 -	400	0	0			
				1,940	0	0
Leaving a yearly Surplus (exclusive of Interest upon the Amount which may be ascertained to be due to Mr. James Wilkinson Gordon) of -				£315	16	10

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