ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. 6.

An Act to enable *George William Holmes Ross*, of *Cromarty*, Esquire, to relieve the Estate of *Cromarty* from Burdens affecting the same, to charge the said Estate with certain Family Provisions and with certain Sums of Money expended in Improvements thereon. [23d *July* 1855.]

Disposition and Deed of Entail, dated 9th Dec. 1783.

WHEREAS *George Ross*, of *Cromarty*, deceased, by a Disposition and Deed of Entail, dated the Ninth Day of *December* One thousand seven hundred and eighty-three, and duly recorded in the Books of Council and Session the Fifteenth Day of *May* One thousand seven hundred and eighty-six, and in the Register of Taillies the Seventh Day of *June* One thousand eight hundred and three, on the Narrative and for the Causes and Considerations therein mentioned, gave, granted, sold, alienated, and disponed from him, his Heirs and Successors, and with and under the express Reservations, Conditions, Provisions, Declarations, Restrictions, Limitations, and Clauses irritant and resolutive therein-after mentioned, to and in favour of the Heirs Male procreated or to be procreated of his own Body, and the Heirs Male of their Bodies, whom failing to

the Heirs Female to be procreated of his own Body and the Heirs Male of their Bodies, the eldest Heir Female always succeeding without Division and excluding Heirs Portioners, whom failing to *Alexander Gray* of *Overskibo*, afterwards *Alexander Ross* of *Cromarty*, Nephew of the said *George Ross*, and the Heirs Male of his Body, whom failing to *Jean Kirk* the Wife of *Duncan Munro* of *Culcairn* and the Heirs Male or Female of her Body, the eldest Heir always succeeding without Division and excluding Heirs Portioners, whom failing to *George William Ross* the only Son of *David Ross*, Physician in *London*, deceased, and the Heirs Male of his Body, whom failing to *William Pitt Amherst* only Son of Lieutenant General *Amherst* deceased and the Heirs Male of his Body, whom failing to *David Ross* of *Ankerville* and the Heirs Male of his Body, whom failing to such other Heirs and Members of Taillie as the said *George Ross* should thereafter nominate and appoint, by a Writing under his Hand, at any Time during his Life, and which he thereby reserved full Power to himself to do, which Nomination and Appointment when executed was to be deemed a Part of the said Disposition and Deed of Entail, and the Heirs and Members of Taillie to be therein mentioned shall be entitled to the Succession to his Lands and Estate after mentioned in the Order therein expressed, and with and under the Conditions, Provisions, Limitations, Clauses irritant and resolutive, Exceptions, Powers, and Faculties contained in the said Disposition and Deed of Entail as fully and effectually as if such Heirs and Members of Taillie were therein specially named and described, whom failing to the said *George Ross* himself and his Heirs and Assignees whatsoever, heritably and irredeemably, all and whole the Lands and Barony of *Cromarty*, comprehending the several Towns, Lands, Teinds, and others particularly underwritten; *videlicet*, the Castle, Tower, Fortalice, and Manor Place of *Cromarty*, Office Houses, and other Houses, Biggings, Yards, Orchards, and others, both above and below the Brae, with Greens and Green Banks upon the East and West of the said Castle, Girnels, Yards, Dovecots, Meadows, Grazings, and Pasturages, the Muir of *Greenreisk*, *Leycattoch*, the Hill and Mains of *Cromarty*, and whole other Parts, Pendicles, and Pertinents thereof whatsoever; as also the Town and Burgage Lands, Roods, Rigs, Acres, Tenements, Girnels, Yards, Orchards, Superiorities, Feu and Blench Duties, Grass Mails, and other Duties of the Town of *Cromarty*, and Roods, Acres, and others belonging to the same, in so far as he had Right thereto; as also all and haill the Links and Stellnesses, Fish Boats, Salmon Fishings and other Fishings, Oyster and Mussel Scalps, Ferry and Ferry Boats, Anchorages, Shores, Port Harbour and Harbour of *Cromarty*, and Teinds, Parsonage and Vicarage, of the same, with the Advocation, Donation, and Right of Patronage of the School of *Cromarty*, with the Chapel and Chapel Lands of *Saint Regulus* with the Burial Place and Pertinents thereto belonging;

belonging; as also that Girnel House, formerly possessed by the deceased *George* Viscount of *Tarbat*, built upon the Ness of *Cromarty*, with Three Acres of the Lands lying next and adjacent upon the West Side of the Burgh of *Cromarty*; and in like Manner all and haill the Burgh of Barony of *Cromarty*, with Privileges of weekly Markets upon *Wednesday* or any other Day in the Week, and also of yearly Fairs, and all other Privileges, Tolls, and Customs due by Law to a Burgh of Barony, with full Power of naming Bailies, One or more, in the said Burgh, or even of admitting Clerks and other Members of Court and Burgesses, and to do, use, and exercise every other Thing which by Law is competent to the Proprietor of a Burgh of Barony within *Scotland*; and likewise all and haill the Towns and Lands of *Newtoun*, *Neilston*, and Bogs thereof, the Towns and Lands of *Navity*, the Davoch Lands of *Meikle Farnese* and Bogs thereof, *Davieston*, and *Paddiestown*, with the Pertinents of the same, and the Mills commonly called the Mills of *Farnese*, with the Mill Lands, Multures, Sequels, and Knaveships thereof, used and wont as the same were possessed by the deceased Sir *John Urquhart* of *Cromarty* and *Jonathan Urquhart*, of *Cromarty*, his Son, and their Predecessors or Authors, or by the said Viscount of *Tarbat* and Sir *Kenneth Mackenzie*, of *Grandeville*, his Son; and moreover, the Towns and Lands of *Bannans*, comprehending the Town and Lands of *Craighouse* and the Lands of *Boghouse* and *Whitebog*, with the Mills, Mill Lands, and Pertinents thereof, together with the whole other Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Grazings, and Pasturages, and other Parts, Pendicles, and Pertinents of the whole Towns, Lands, and others respective above written, and the Teinds, Parsonage and Vicarage, of the same, all lying within the Parish and Sheriffdom of *Cromarty*, and all erected in a free Barony called the Barony of *Cromarty*, conform to the Charter of Erection, whereby the Castle, Tower, Fortalice, and Manor Place of *Cromarty* are declared to be the principal Messuage of the said Barony, and a Sasine to be taken there or upon any Part of the said Lands is declared to be sufficient for the whole; in like Manner all and haill that Plank of Ground of the Barony of *Cromarty* above the Lands of *Bellaskelly*, *Ardoch*, and *Udol* upon the South Side of the Hill and on the East Side of the Highway which leads from *Rosemarkie* to *Inverbreakie* now commonly called *Glenurquhart*, with the Teinds thereof included, together with the Woods and Plantations thereon, and Mosses, Muirs, Meadows, Mills, Mill Lands, Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof, of the special and particular Boundings as contained in the Rights and Infeftments of the same granted by the said deceased Sir *John Urquhart* of *Cromarty* to the also deceased *George Dallas* of *St. Martin's*, and by him to Sir *Adam* and Sir *William Gordons* of *Invergordon*, lying within the Parish of
and Shire of *Cromarty*, together with the Desks and Seats in the
Parish

Parish of *Cromarty* belonging to the said Lands, and that Part of the Area of the Church and Burial Place belonging to the same; and likewise the several Oxgates, Fields, Acres, Pecks, and Roods of Burgage Lands lying within the Towns of *Navity*, *Neilston*, and *Newtown* extending to the Number and Quantity of Five Chalders Pay; all and haill the said *George Urquhart* his Lands in the Town of *Navity*; *videlicet*, that Part called the *Delfland*, the *Ryehills*, the *Wilkins* in *Neilstown*, the *Laths* and *Greenhill*, with some Lands in *Newton*, and Lands in the Town of *Cromarty*, *videlicet*, the *Crooks*, the *Goosedales*, the *Ryehead*, the *Crofts*, the Manse in *Ellycattoch*, the *Broadbanks*, the Roods Be-east Mr. *Hepburn*'s, the *Brecknordie*, the Park, the Meadows, and Bogue, the Houses and Biggings in the Easter End of the Town of *Cromarty*, and the Houses and Biggings at the Burn Side which sometime belonged to *Thomas Clunes*; *item*, the said *George Urquhart* his own Dwelling House and Yard possessed by himself, and other Houses belonging thereto, and all other Houses and Tenements within the said Town belonging to him, the Lands of *Neilston* and the Lands of *Chapelton*, with the Feu Duties in the Town of *Cromarty* which belonged to the said *George Urquhart*, together with the whole several Fields, Rigs, and Acres lying about and near the Town of *Cromarty* and in *Leycattoch* that pertained to the said *George Urquhart*, as the said Subjects are bounded and otherwise named and designed in the Act of Roup and Rights and Infeftments of the same, which Subjects held formerly of the Burgh of *Cromarty*, and now hold of the Crown as come in place thereof, together with the Ground Right and Property of the same, excepting always the Property of a small Parcel of these Lands lying between the *Redburn* and the Western Line upwards from the Sea to the Muir of *Henry Davidson*'s little Park in *Neilston*, and of the Haugh and Brae which was in the Occupation of *William Forsyth*, Merchant in *Cromarty*, and which Subjects so excepted were sold to him by *William Pulteney*, his own Liferent Right of One Part of the Superiority of the said Estate then standing in his Person, consisting of all and whole the Castle, Tower, and Fortalice, and Manor Place of *Cromarty*, with the old and new Mains of the same, with the haill other Lands and others contained in the Disposition granted to the said *William Pulteney* by *Patrick* Lord *Elibank* and in the Infeftment following in his the said *William Pulteney*'s Favour, upon the Precept contained in the Crown Charter thereby conveyed; and also all and whole the Lands of *Drumhall* lately belonging to *John Davidson* of *Drumhall*, and comprehending the Wester Oxgates of the Town and Lands of *Neilston*, the Town and Lands of *Chapeltoun* in *Navity*, with the Burn, Den, Shore, and Greenreisk thereof, and certain Acres and Roods of Land in the Field called the *Haughs* near the Town of *Cromarty* and in the Field above the Bank of *Cromarty*, with the Den, Burn, Clayheugh, Banks, and haill Parts, Pendicles, and Pertinents thereunto belonging; and

sicklike

sicklike all and haill the Lands, Houses, Gardens, and others which belonged to the deceased *John Clunes* of *Neilston* and *John Clunes* younger, of *Neilston*, his Son, lying in and about the Towns of *Cromarty* and *Neilston*, as the same are particularly mentioned, bounded, and described in a Disposition of the said Lands and others, dated the Twenty-second Day of *August* and Fifth Day of *September* One thousand seven hundred and seventy-one Years, and registrate in the Books of Council and Session the Twenty-first Day of *April* One thousand seven hundred and seventy-seven Years, granted by the said *John Clunes* elder and younger to *Henry Davidson* of *Tulloch*, and in a Disposition granted by the said *Henry Davidson* to the said *George Ross*, dated the Seventeenth Day of *October* One thousand seven hundred and seventy-six, and registrate in the Books of Council and Session the said Twenty-first Day of *April* One thousand seven hundred and seventy-seven Years, all lying within the Parish and Sheriffdom of *Cromarty*; and also all and haill the Lands, Rigs, Gardens, Crofts, and others lying in and about the said Town of *Cromarty* belonging to the said *Henry Davidson*, and which he conveyed to the said *George Ross* by a Disposition executed by him in his the said *George Ross*'s Favours, dated the Seventeenth Day of *September* One thousand seven hundred and seventy-six, all lying within the said Parish and Sheriffdom of *Cromarty*; and likewise all and haill the Houses, Lands, and others which once belonged to the deceased *Hugh MacLeod*, sometime residenter in *Cromarty*, as the same are particularly mentioned, bounded, and described in a Disposition thereof in his the said *George Ross*'s Favours, dated the Seventeenth Day of *September* One thousand seven hundred and seventy-six, granted by *Lilias Henderson*, Relict of the said *Hugh MacLeod*, as Liferentrix, and *Isabel* and *Margaret MacLeods* his Daughters, with the Advice and Consent of their respective Husbands as Fiars of the said Subjects, and to which Reference is thereby made, all lying in and about the Town of *Cromarty* and in the Parish and Sheriffdom thereof; and also all and haill the Lands, Gardens, Rigs, and others which belonged to *Jeremiah Junor* Shoemaker in *Cromarty*, lying in and about the Towns of *Cromarty* and *Navity*, as the same are specified and contained in a Disposition thereof, dated the Seventeenth Day of *September* One thousand seven hundred and seventy-six Years, granted by the said *Jeremiah Junor* in his the said *George Ross*'s Favours, to which Reference is made by the said Disposition and Deed of Entail, lying in the Parish and Sheriffdom of *Cromarty*; as also all and haill the Lands, Rigs, and others, with the Pertinents, lying in and about the Town of *Cromarty* and Parish and County thereof, which belonged to *David Williamson* Barber in *Cromarty*, and were disponed by him to the said *George Ross* conform to a Disposition by him in his the said *George Ross*'s Favours, dated the said Seventeenth Day of *September* One thousand seven hundred and seventy-

seventy-six, to which Reference is made by the said Disposition and Deed of Entail; as also that Rig of Land upon the Easter Haughs of *Cromarty* which belonged to the deceased *Catherine Junor* Spouse to *Francis Robertson* Shipmaster in *Cromarty*, to which the said *George Ross* had Right by a Disposition from the said *Catherine Junor* with the Consent of her said Husband, dated the Seventeenth Day of *September* One thousand seven hundred and seventy-six Years, duly ratified, lying in the said Parish and County of *Cromarty*; and likewise that Rig of Land in the Easter Haughs of *Cromarty* which belonged to *Peter M^c Culloch* Shoemaker in *Cromarty*, to which the said *George Ross* had also Right by a Disposition from him, dated the Seventeenth Day of *September* One thousand seven hundred and seventy-six Years; and also that Rig of Land in the *Leycattoch* which once belonged to the deceased *Alexander Simpson* sometime Tailor in *Cromarty*, which Rig was disponed by *Isabel*, *Ann*, and *Margaret Simpsons*, only Children and Heirs of the said *Alexander Simpson*, with Consent of *Margaret Hossack* their Mother, Liferentrix of the same, to *Hugh Rose* Factor on the Estate of *Cromarty*, and by him to the said *George Ross*, all the said last-mentioned Lands and Premises lying within the Parish and Shire of *Cromarty*; and sicklike all and whole that Quarter or Fourth Part of the Town and Davoch Lands of *Nigg* called *Culnauld*, with the Kiln and Two Girnels of *Nigg*, Alehouse, Alehouse Crofts thereof, Smiddy of *Nigg*, Smiddy House and Yard thereof, and Oxgate Lands of *Nigg* called *Tarran*, the Lands of *Dunskeath* and Pendicles thereof called *Culbein* and *Reidarrich*, and which Lands above mentioned comprehend the Lands commonly called *Forecastle Craig*, *Drumdarroch*, and *Culsachie*, with all the Mills of the said Lands, Mill Lands, Multures, and Sequels thereof, with the Salmon Fishing, Ness, Stell, Ferry, and Fish Boats, and Girnels belonging to the said Lands, with Manor Places, Houses, Biggings, Yards, Tofts, Crofts, Parks, Hainings, Benthills, and Pertinents whatsoever of the said Lands, all lying within the Sheriffdom of *Ross*; as also the Teinds, Parsonage and Vicarage, of the said haill Lands; and likewise all and haill the Town and Lands of *Annat* extending to the Quarter Land, with the Teind Sheaves and Parsonage Teinds of the said Lands, and all and sundry Biggings, Yards, Houses, Tofts, Crofts, Parts, and Pertinents of the same whatsoever lying within the Parish of *Nigg* and Sheriffdom of *Ross*, together with all Right, Title, Interest, Claim of Right, Property, and Possession, Petitor and Possessor, which the said *George Ross*, his Predecessors and Authors, had, have, or anyways might Claim or pretend thereto or to any Part or Portion thereof, but with and under the Provisions, Conditions, Restrictions, Reservations, Limitations, and Clauses prohibitive, irritant, and resolutive, such as are usual in Settlements of Land in strict Entail by the Law of *Scotland*; and by the said Disposition and Deed of Entail it was,

inter

inter alia, declared that it should be in the Power of the said Heir Male of the said *George Ross*'s own Body, and of the other Heirs of Taillie succeeding to and possessing the said Taillied Estate, to provide their Daughters and younger Children with suitable Portions, not exceeding Three Years clear or free Rent of the whole Estate, and for Security and Payment thereof to convey and assign the Rents and Profits of certain Parts and Parcels of the said Taillied Estate and the Lands themselves, so far as might be necessary for recovering and authorizing the Receipt of the said Rents and Profits, unto Trustees in trust to receive and hold the said Rents and Profits, and the Lands out of which the same issue, until the Portions so to be provided and limited as aforesaid should thereby be completely satisfied and paid, and likewise declaring that the Parts and Parcels so to be localled and conveyed for raising Portions for Daughters and younger Children should never exceed One clear Fourth Part of the said Taillied Estate, and that there should not at any One Time be chargeable thereupon for Provisions to Daughters and younger Children more than a Sum or Sums of Money not exceeding Three Years clear Rent of the said Taillied Estate: And whereas the said *George Ross* of *Cromarty* died in the Month of *April* One thousand seven hundred and eighty-six, without leaving Heirs Male or Female of his Body, and without having left any Writing nominating or appointing any other Heirs to the Succession of the said Entailed Estate of *Cromarty*, and without having revoked or altered the said Deed of Entail before recited, and was succeeded in the said Entailed Estate by the said *Alexander Gray*, of *Overskibo*, his Nephew, who thereupon assumed the Name and Designation of *Alexander Ross* of *Cromarty* in Terms of the said Deed of Entail, and who completed his Titles to the said Estate as nearest and lawful Heir of Taillie and Provision to the said *George Ross* deceased, conform to Retour of his general Service expede before the Bailies of *Canongate* upon the Sixteenth Day of *June* One thousand seven hundred any eighty-six, and duly retoured to Chancery, and Instrument of Sasine following thereon dated the Twenty-ninth Day of *March*, and duly recorded in the Particular Register of Sasines kept for the Counties of *Inverness*, *Ross*, *Sutherland*, and *Cromarty* the Second Day of *April*, both in the Year One thousand seven hundred and eighty-seven, and also conform to Charter of Resignation dated the Third Day of *February* One thousand seven hundred and eighty-seven under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal formerly used there, and Instrument of Sasine following thereon dated the Twenty-ninth Day of *March*, and duly recorded in the Particular Register of Sasines kept for the said Counties of *Ross*, *Sutherland*, and *Cromarty* the Second Day of *April*, both in the Year One thousand seven hundred and eighty-seven: And whereas, although the said *Alexander Ross* of *Cromarty* made up Titles to the

the said Entailed Estate as aforesaid, and entered into possession thereof, yet he failed to record the said Deed of Entail in the Register of Taillies, whereby the said Lands and Estates contained in the said Deed of Entail became liable for the Debts contracted by the said *Alexander Ross*, and were left open to Attachment by his Creditors:

Deed of Entail, recorded 7th June 1803.

And whereas the said Deed of Entail was thereafter duly recorded in the Register of Taillies on the Seventh Day of *June* One thousand eight hundred and three, upon the Application of the Right Honourable *William* Lord *Amherst*, an Heir Substitute called by the said Deed of Entail, and therein designed *William Pitt Amherst* only Son of Lieutenant General *Amherst* deceased: And whereas prior to the Succession of the said *Alexander Ross* to the said Entailed Estate, and during the Time he was in possession thereof, and before the said Deed of Entail was recorded in the Register of Taillies as aforesaid, he the said *Alexander Ross*, in conjunction with *John Ogilvie* of *Spring Gardens* in the Parish of *Westminster*, carried on the Business of Army Agents in *London* under the Firm of *Ross and Ogilvie*, and the said Company contracted certain large Debts and Obligations in the course of their said Business and otherwise, in consequence of which the Affairs of the said Company and of the individual Partners thereof became embarrassed, and in *March* One thousand eight hundred and four a Commission of Bankrupt was issued in *London* against the said Company of *Ross and Ogilvie*, and against the said *Alexander Ross* and *John Ogilvie* as Individuals: And whereas in consequence of the Embarrassments and Bankruptcy of the said *Alexander Ross* Proceedings were instituted in the Court of Session in *Scotland* for attaching the Fee of the Lands and Estates contained in the aforesaid Deed of Entail not only by the Creditors of the said *Alexander Ross* but by Creditors also of the said *George Ross* of *Cromarty*, the Maker of the said Deed of Entail: And whereas, amongst other legal Proceedings so instituted against the said Entailed Estate of *Cromarty*, a Process of Ranking and Sale thereof was raised in the Year One thousand eight hundred and four by *William Steele* Esquire, late Lieutenant Colonel of the Third Battalion of His Majesty's Sixtieth or Royal *American* Regiment of Foot, a Creditor of the said *George Ross*, for having the said Lands and Estates sold, and the Price thereof divided amongst the Creditors of the said *George Ross* and *Alexander Ross* in Terms of the several Acts of Parliament and Acts of Sederunt of the Court of Session in *Scotland* in that Behalf provided: And whereas the said *Alexander Ross* made no Appearance in and did not oppose any of the Conclusions of the said Process of Ranking and Sale, or the Claims made by any of the Creditors therein, but Appearance was made as a Party in the said Process for *Catherine Munro* (afterwards Mrs. *Catherine Ross* of *Cromarty*, now deceased) eldest Daughter of the said *Duncan Munro* of *Culcairn*, deceased, and of *Jean Kirk* his Spouse,

Spouse, the next Substitute Heir of Entail called to the Succession of the said Lands and Estate by the said Deed of Entail after the said *Alexander Ross* and the Heirs Male of his Body: And whereas amongst other Creditors who adopted Proceedings for attaching the Fee of the said Entailed Lands and Estate was Mrs. *Frances Saltren Willett*, Relict of *Augustus Saltren Willett* formerly of *Old Burlington Street* in the Parish of *Saint James Westminster* in the County of *Middlesex*, and of *Porthill* in the County of *Devon*, thereafter of *Park Street* in the Parish of *Saint Margaret Westminster* in the said County of *Middlesex*, Esquire, deceased, and Administratrix of the Will of the said *Augustus Saltren Willett*, conform to Letters of Administration in her Favour dated the Thirty-first Day of *January* One thousand eight hundred and four, and also as Executrix decerned by the Commissaries of *Edinburgh* to her said deceased Husband, who raised a Summons and Action of Constitution before the Court of Session in *Scotland* at her Instance, with Concourse of Messieurs *Alexander Young* and *Roger Ayton* Writers to the Signet in *Edinburgh*, her Attornies, against the said *Alexander Ross* and *John Ogilvie* as carrying on Business under the Firm of *Ross and Ogilvie*, Army Agents in *London*, and as Individuals, setting forth *inter alia* that the said *Alexander Ross* and the said *John Ogilvie* by their Bond after the *English* Form, dated the Thirty-first Day of *May* One thousand seven hundred and ninety-six Years, acknowledged themselves held and firmly bound to the said *Augustus Saltren Willett*, therein designed of *Wimpole Street* in the Parish of *Saint Marylebone* in the County of *Middlesex*, in the penal Sum of Forty thousand Pounds of good and lawful Money of *Great Britain* to be paid to the said *Augustus Saltren Willett*, his certain Attorney, Executors, Administrators, or Assigns, for which Payment to be well and faithfully made they bound themselves and each of them, by himself, their and each of their Heirs, Executors, and Administrators, for and in the whole firmly by the said Bond, the Condition of which Bond was declared to be such that if the said *Alexander Ross* or *John Ogilvie*, or either of them, or either of their Heirs, Executors, and Administrators, did and should well and truly pay or cause to be paid unto the said *Augustus Saltren Willett*, his Executors, Administrators, and Assigns, the full Sum of Twenty thousand Pounds Sterling lawful Money of *Great Britain* on the Twenty-fourth Day of *December* which would be in the Year of our Lord One thousand eight hundred and three, and also did and should in the meanwhile, by half-yearly Payments on the Twenty-fourth Day of *December* and Twenty-fourth Day of *June* in each and every Year, (the First Payment to commence and be made on the Twenty-fourth Day of *December* next ensuing the Date of the said Bond,) pay or cause to be paid to the said *Augustus Saltren Willett*, his Executors, Administrators, and Assigns, Interest on the said Sum of Twenty thousand Pounds after the Rate of Five Pounds by the Year for every

Hundred Pounds thereof, then the above-written Obligation to be void, otherwise to be and remain in full force and virtue, and farther setting forth that the said *Alexander Ross* and *John Ogilvie*, carrying on Business under the Firm of *Ross and Ogilvie*, were further indebted to the said *Augustus Saltren Willett* in the Sum of Nine hundred and twenty-three Pounds Thirteen Shillings and Twopence Sterling, conform to Account betwixt him and them commencing upon the Twenty-third Day of *November* One thousand seven hundred and ninety-five and ending on the Twenty-fourth Day of *December* One thousand eight hundred and three, with Interest of the said Balance from the Twenty-fourth Day of *December* One thousand eight hundred and three, in which Summons and Action the said Mrs. *Frances Saltren Willett* and her said Attornies obtained Decree, upon the Twenty-first Day of *December* One thousand eight hundred and five, decerning and ordaining the said *Alexander Ross* and *John Ogilvie* conjunctly and severally to make Payment to her or her Attornies for her Behoof of the foresaid Sum of Twenty thousand Pounds Sterling, with the due and lawful Interest thereof from the Thirtieth Day of *November* One thousand eight hundred and three Years, together with a Fifth Part of the said Principal Sum of liquidate Penalty incurred through Failure, to which Sum the said Mrs. *Frances Saltren Willett* thereby restricted the penal Sum contained in the foresaid Bond, and also decerning and ordaining the said *Alexander Ross* and *John Ogilvie* conjunctly and severally to make Payment to the said Mrs. *Frances Saltren Willett* or her Attornies for her Behoof of the foresaid other Sum of Nine hundred and twenty-three Pounds Thirteen Shillings and Twopence Sterling contained in the foresaid Account current, with the Interest thereof from the said Twenty-fourth Day of *December* One thousand eight hundred and three Years: And whereas the said Mrs. *Frances Saltren Willett*, with Concourse of her said Attornies, thereafter raised before the said Court of Session a Summons and Action of Adjudication against the said *Alexander Ross*, setting forth the foresaid Bond and Account current and the said Decreet of Constitution, and concluding for Decreet of Adjudication in common Form, and Appearance having been made in the said Summons and Action of Adjudication for the said *Catherine Munro* afterwards Mrs. *Catherine Ross* of *Cromarty*, who lodged certain Defences thereto, and certain Procedure having been had therein, the Lords of Council and Session, upon the Twenty-second Day of *January* One thousand eight hundred and eight, pronounced Decree whereby they adjudged from the said *Alexander Ross*, and all others having or pretending to have Right thereto, all and whole the Lands and Barony of *Cromarty* therein particularly set forth and described, being the Lands contained in the said Deed of Entail, with all Reversions of the same, legal or conventional, and decerned and declared the whole to pertain and belong to the said Mrs. *Frances Saltren Willett* and her foresaids heritably,

heritably, in Payment and Satisfaction to them of the foresaid Principal Sum of Twenty thousand Pounds Sterling annual Rent thereof from the Thirtieth Day of *November* One thousand eight hundred and three, with One Fifth Part more of the said Principal Sum of liquidate Penalty incurred through Failure, extending in whole, when accumulated at the Date of said Decreet of Adjudication, to the Sum of Twenty-eight thousand one hundred and forty-two Pounds Sterling, *salvo justo calculo*, and of the foresaid other Sum of Nine hundred and twenty-three Pounds Thirteen Shillings and Twopence Sterling and Interest thereof from the Twenty-fourth Day of *December* One thousand eight hundred and three, all contained in the said Decree of Constitution, extending in whole, when accumulated at the Date of the said Decree of Adjudication, to the Sum of One thousand one hundred and eleven Pounds Sterling, *salvo justo calculo*, and of the annual Rent of the said accumulated Sums during the not Redemption of the Lands and others foresaid, over and above the Composition to the Superiors and the Expenses of the Infeftment to follow on said Decree, with the Interest of the said Expense from the Time of disbursing the same during the not Redemption, and decerned and ordained the said Mrs. *Frances Saltren Willett* and her foresaids to be infeft and seised in the Lands and others foresaid so adjudged in common Form, reserving all Objections *contra executionem*, all conform to the said Decreet of Adjudication itself and Abbreviate thereof duly recorded in the Register of Adjudications upon the Nineteenth Day of *March* One thousand eight hundred and eight: And whereas the said Lieutenant Colonel *William Steele* having died during the Dependence of the said Process of Ranking and Sale, and before a final Decreet was pronounced therein, a Petition was presented to the Lords of Council and Session for the said Mrs. *Frances Saltren Willett* as a real Creditor on the said Estate of *Cromarty*, by virtue of her said Decree of Adjudication, for Leave to carry on the said Process of Ranking and Sale in her Name in place of the said Lieutenant Colonel *William Steele* the original Pursuer, which Leave was accordingly granted on or about the Twenty-fifth Day of *January* One thousand eight hundred and twelve: And whereas the said *Catherine Munro* afterwards Mrs. *Catherine Ross*, and the said *Duncan Munro* of *Culcairn* and *Donald M^cLeod* of *Geanies*, Two of the Trustees and Executors appointed by the said *George Ross* of *Cromarty*, deceased, the Entailer, under a certain Trust Deed and last Will and Testament executed by him, objected on various Grounds to the Title of the said Mrs. *Frances Saltren Willett* to carry on the said Process of Ranking and Sale, and on or about the First Day of *April* One thousand eight hundred and fourteen raised and executed against her a Summons and Action of Reduction, concluding for Reduction of the foresaid Bond for Twenty thousand Pounds Sterling and of the foresaid

Decreet

Decreet of Adjudication following thereon, in which Action of Reduction various Proceedings were had, and the same was remitted to and conjoined with the said Process of Ranking and Sale: And whereas the said Mrs. *Frances Saltren Willett* having died, she, by her Trust Disposition and Deed of Settlement bearing Date the Thirty-first Day of *May* One thousand eight hundred and nineteen, and Codicil thereto bearing Date the Thirty-first Day of *March* One thousand eight hundred and twenty-three, and both duly registered in the Books of Council and Session on the Eighteenth Day of *May* One thousand eight hundred and twenty-five, *inter alia*, gave, granted, assigned, and disponed to and in favour of *Augustus Saltren Willett* Esquire, of the *Enniskillen* Regiment of Dragoons, her eldest Son, *William Saltren Willett* Esquire, Captain in the Army, her Second Son, since deceased, and *John Saltren Willett* Esquire, Proctor in *Doctors Commons*, her Third Son, and the Survivors or Survivor of them, and the Heirs of the last Survivor, as Trustees for the Uses, Ends, and Purposes set forth in the said Trust Disposition and Deed of Settlement, the foresaid Sums of Twenty thousand Pounds Sterling and Nine hundred and twenty-three Pounds Thirteen Shillings and Twopence, with the haill Interest due thereon, together with the said Decrees of Constitution and Adjudication and accumulated Sums therein contained, and together also with the said Lands and Barony of *Cromarty* and others thereby adjudged, with full Power upon Payment to grant Receipts, Discharges, Conveyances, Assignations, and Acquittances, and generally every other Thing in the Premises to do which she could have done herself; and by virtue of the said Trust Disposition and Deed of Settlement they the said *Augustus Saltren Willett* and *John Saltren Willett* became vested in the Right to the said Debt and Decrees of Constitution and Adjudication following thereon, and Lands and others thereby adjudged, as the surviving, accepting, and acting Trustees of their said Mother: And whereas thereafter the said *Augustus Saltren Willett* and *John Saltren Willett* appeared in the said conjoined Processes of Ranking and Sale and Reduction, and lodged therein a Claim and Interest, claiming to be ranked and preferred upon the said Lands and Estate of *Cromarty*, or the Price thereof, for the whole of the accumulated Sums contained in the said Decreet of Adjudication, and of the annual Rent of the said accumulated Sums during the not Redemption: And whereas the said *Alexander Ross* of *Cromarty* died in the Month of *September* One thousand eight hundred and twenty without leaving lawful Heirs Male of his Body, whereupon the Succession to the said Entailed Lands and Barony of *Cromarty* opened to the said *Catherine Munro*, afterwards Mrs. *Catherine Ross*, then the Wife of *Hugh Ross* Esquire, of *Glastullich*, afterwards *Hugh Ross* of *Cromarty*, who succeeded and made up Titles thereto in manner herein-after mentioned: And whereas in the Year One thousand eight hundred

hundred and twenty-one the said Lands and Estate of *Cromarty*, and the Rents, Issues, and Profits thereof, were sequestrated by the Lords of Council and Session, and a Judicial Factor was appointed thereon for the general Behoof of the Creditors and others interested therein: And whereas on or about the Fourth Day of *July* One thousand eight hundred and thirty-six the said Mrs. *Catherine Ross*, with the special Advice and Concurrence of the said *Hugh Ross* her Husband, and the said *Hugh Ross*, for himself and for his own Right and Interest, raised and repeated another Summons and Action of Reduction and Declarator against the said *Augustus Saltren Willett* and *John Saltren Willett* as the surviving Trustees, Executors, or Representatives of the said deceased Mrs. *Frances Saltren Willett* their Mother, which Summons concluded for Reduction of the foresaid Bond for Twenty thousand Pounds Sterling, and Decreets of Constitution and Adjudication following thereupon, upon the Grounds and for the Reasons therein set forth, which said last-mentioned Action of Reduction and Declarator was likewise remitted to and conjoined with the said Process of Ranking and Sale, and a Record was prepared and closed, and various other Steps of Procedure were had therein: And whereas, instead of continuing the Prosecution of the said several Actions in Court, and with the view of bringing the same to an amicable Conclusion or Compromise, the said *Augustus Saltren Willett* and *John Saltren Willett*, as Trustees and Executors aforesaid of the said Mrs. *Frances Saltren Willett* on the one Part, and the said Mrs. *Catherine Ross*, with the special Advice and Consent of the said *Hugh Ross* her Husband for his Interest, on the other Part, upon the Seventh and Sixteenth Days of *February* One thousand eight hundred and forty-six, entered into a Minute of Agreement whereby the said respective Parties agreed that it should be left to the senior Counsel of both Parties respectively, and in case of their disagreeing, to an Umpire to be appointed by them by a Writing endorsed on the said Minute of Agreement, to settle and determine what Sum should be paid to the said *Augustus Saltren Willett* and *John Saltren Willett* as Trustees aforesaid by way of Compromise, and to adjust and settle all other Terms of such Compromise, and whatever they the said Counsel or such Umpire as aforesaid should agree upon as fair and expedient under all the Circumstances the said Parties bound and obliged themselves to abide by and implement; and it was thereby further agreed that the said Counsel or Umpire should have Power to direct that the Parties should concur in an Application being made to the First Division of the Court of Session for a Decree or Order being pronounced for putting an end to all legal Proceedings then pending in *Scotland* between the said Parties in such Terms as such Counsel or Umpire should think fit, and also to direct that the judicial Management of the said Estate should be superseded, and the said Mrs. *Catherine Ross* and her said Husband

introduced into possession, at such Time and on such Conditions as they the Counsel or Umpire should deem just; and the said *Augustus Saltren Willett* and *John Saltren Willett* thereby agreed to adopt or concur in such judicial Measures as might be deemed necessary for carrying these Directions into effect; and it was thereby further agreed that the said Counsel or Umpire should have Power to explain and determine any Doubts that might arise as to the Meaning of the said Agreement, and to give all necessary Directions as to the Way and Manner in which the proposed Compromise should be carried into effect: And whereas on the Nineteenth Day of *December* One thousand eight hundred and forty-six the Right Honourable *Andrew Rutherfurd*, then Her Majesty's Advocate for *Scotland*, thereafter One of the Senators of the College of Justice, now deceased, and *Duncan M^cNeill* Esquire, then Dean of the Faculty of Advocates, now the Right Honourable *Duncan M^cNeill* Lord Justice General of *Scotland*, the senior Counsel of the Parties to the said Agreement, having accepted of the said Reference, pronounced an Award or Decree Arbitral whereby they, after various judicial Proceedings, and after having heard the Counsel and Agents of the respective Parties, and being well and ripely advised in the whole Matter, *inter alia* settled and determined that the Sum to be paid to the said *Augustus Saltren Willett* and *John Saltren Willett*, Trustees foresaid, by way of Compromise, was Twenty-seven thousand Pounds Sterling, with Bank Interest thereof from the Term of *Whitsunday* in the Year One thousand eight hundred and forty-six till the Date of Payment thereinafter mentioned, and legal Interest thereof thereafter till paid, and they the said Arbiters ordered and directed the said Sum of Twenty-seven thousand Pounds Sterling, with Interest as aforesaid, to be paid to the said *Augustus Saltren Willett* and *John Saltren Willett*, or their lawful Attorney authorized to receive the same, at the Bank of *Scotland*'s Office in *Edinburgh*, in full of their Claims, and that at and upon the Second Day of *February* One thousand eight hundred and forty-seven they the said *Augustus Saltren Willett* and *John Saltren Willett* at the same Time executing and delivering to the said Mrs. *Catherine Ross* a Disposition and Assignation of their whole Claims and Instructions thereof in Terms of the Draft of such Deed prepared by the Directions of the said Arbiters, and adjusted by the Agents for the said Parties, and marked by the said Arbiters as relative to their said Award, and the said Mrs. *Catherine Ross* on the other hand at the same Time executing and delivering a Discharge in favour of the said *Augustus Saltren Willett* and *John Saltren Willett* in Terms of the Draft of such Discharge, which had in like Manner been prepared and adjusted, and was marked by the said Arbiters as relative to their said Award, and which Disposition and Assignation and Discharge the said Arbiters appointed and directed the Parties respectively to execute and deliver as aforesaid; and further, the said Arbiters thereby directed

directed the Parties to concur in an Application to the First Division of the Court of Session for such Decree or Order to be pronounced by the said Court as might be necessary for putting an end to all legal Proceedings then pending in *Scotland* between the said Parties in Terms of the Draft of an Interlocutor prepared and adjusted by the Agents for the Parties, and marked by the said Arbiters as relative to their said Award, or in such other Terms as might be found expedient or necessary the more effectually to put an end to such legal Proceedings, and supersede the judicial Management of the said Estate of *Cromarty*, and to put the said Mrs. *Catherine Ross* into the Possession thereof, as soon as the before-mentioned Sum of Twenty-seven thousand Pounds and Interest thereof as aforesaid should be paid; and, so far as the said Arbiters had Power to do so, they thereby directed that the said judicial Management of the said Estate should be superseded, and the said Mrs. *Catherine Ross* introduced into the Possession thereof, upon such Payment being made accordingly: And whereas upon the Twenty-seventh Day of *February* One thousand eight hundred and forty-seven the said Mrs. *Catherine Ross* (whose Husband, the said *Hugh Ross* of *Cromarty*, died upon the Thirtieth Day of *September* One thousand eight hundred and forty-six) made Payment of the aforesaid Sum of Twenty-seven thousand Pounds Sterling, and of the further Sum of Six hundred and seventy Pounds Fifteen Shillings Sterling of Interest due thereon, in Terms of the said Award, amounting in the whole the Sum so paid by her to the Sum of Twenty-seven thousand six hundred and seventy Pounds Fifteen Shillings Sterling, whereupon the said *Augustus Saltren Willett* and *John Saltren Willett*, as surviving, accepting, and acting Trustees and Executors of the said deceased Mrs. *Frances Saltren Willett*, by Disposition and Assignation bearing Date the Twenty-seventh Day of *February* One thousand eight hundred and forty-seven (the Draft of which had been prepared and adjusted by Directions of the said Arbiters as aforesaid), for all Right, Title, and Interest which they had or could pretend to in the Premises, sold, alienated and assigned, disponed, conveyed, and made over to and in favour of the said Mrs. *Catherine Ross* therein named Mrs. *Catherine Munro* or *Ross*, and her Heirs, Executors, Successors, and Assignees whomsoever, all and whole the said Lands and Barony of *Cromarty* and others therein and herein particularly described, together with all Right, Title, Interest, Claim of Right, Property, and Possession, of whatever Kind, competent to them thereanent, and also the foresaid several accumulated Sums of Twenty-eight thousand one hundred and forty-two Pounds Sterling and One thousand one hundred and eleven Pounds Sterling contained in the foresaid Decreet of Adjudication, with the annual Rents due or to become due thereon, as well as the said Decreet of Adjudication itself, and whole Grounds and Warrants thereof: And whereas upon the Ninth Day of *March* One thousand eight hundred and forty-

seven

seven the Lords of the First Division of the Court of Session pronounced an Interlocutor or Judgment in the foresaid Process of Ranking and Sale, and Actions of Reduction and Declarator which had been conjoined therewith, whereby amongst other things they found that in respect of the foresaid Reference and Award, and of the Assignation and Conveyance by the said *Augustus Saltren Willett* and *John Saltren Willett*, as Trustees foresaid, in favour of the said Mrs. *Catherine Ross* then executed and delivered, they the said *Augustus Saltren Willett* and *John Saltren Willett*, as Trustees foresaid, ceased to be Claimants in the Ranking upon the said Estate of *Cromarty* or Defenders in the Action of Reduction and Declarator conjoined therewith, and the said Lords recalled the Sequestration of the said Estate of *Cromarty*, and found that the said Mrs. *Catherine Ross* was entitled to enter to immediate Possession thereof; and in consequence of the said Interlocutor or Judgment the said Mrs. *Catherine Ross* entered into possession of the said Entailed Estate, and continued in possession thereof until the Period of her Death on the Twentieth Day of *February* One thousand eight hundred and fifty-two as after mentioned: And whereas the said Mrs. *Catherine Ross* of *Cromarty* made up and completed Titles in her Person to the said entailed Lands and Barony of *Cromarty* as nearest and lawful Heiress of Taillie and Provision in special to the said *Alexander Ross*, conform to Decree of Special Service pronounced by the Sheriff of Chancery, bearing Date the Thirteenth and recorded and extracted the Twenty-fifth Day of *July* One thousand eight hundred and forty-eight, and Instrument of Sasine following thereon duly recorded in the General Register of Sasines, Reversions, *et cetera*, the Second Day of *August* One thousand eight hundred and forty-eight, and also conform to Charter of Adjudication under the Seal now used for the Great Seal of *Scotland*, following upon the Decree of Declarator and Adjudication therein mentioned, dated the Fourth Day of *November* One thousand eight hundred and fifty, and Instrument of Sasine following thereon in her Favour, registered in the Particular Register of Sasines for the Shires of *Inverness*, *Ross*, *Sutherland*, and *Cromarty* the First Day of *January* One thousand eight hundred and fifty-one, and to Charter of Confirmation, granted by the said Mrs. *Catherine Ross* in her own Favour, dated the Seventeenth Day of *January* One thousand eight hundred and fifty-one: And whereas the said *Catherine Ross* died on the Twentieth Day of *February* One thousand eight hundred and fifty-two, leaving a Disposition and Deed of Settlement dated the Ninth Day of *September* One thousand eight hundred and fifty, and registered in the Books of Council and Session the Twenty-first Day of *April* One thousand eight hundred and fifty-two, whereby she gave, granted, alienated, assigned, conveyed, and disponed from her, her Heirs and Successors, to and in favour of the said *George William Holmes Ross* now of *Cromarty*, and his Heirs and Assignees whomsoever,

soever, all and sundry Lands and Heritages, of whatsoever Kind and Denomination, then belonging or which might belong to her at the Period of her Death, as also her whole moveable or personal Means and Estate, of whatever Kind and Denomination, then belonging or which might belong to her, dispensing with the Generality of said Conveyance, and declaring that the same should be as valid and effectual as if every Particular of her whole heritable and moveable or real and personal Means and Estate were therein enumerated; and she further thereby nominated and appointed the said *George William Holmes Ross* to be her sole and only Executor and Legator of her whole moveable Means and Estate, wherever situated at the Period of her Death, secluding and debarring all others from that Office, and upon the Fourteenth Day of *July* One thousand eight hundred and fifty-two the said *George William Holmes Ross* was, by virtue of the said Disposition and Deed of Settlement so executed by the said Mrs. *Catherine Ross* his Mother, duly confirmed as her Executor by the Commissary of the Commissariat of *Ross* and *Cromarty:* And whereas the said Mrs. *Catherine Ross* was, on her Death on the Twentieth Day of *February* One thousand eight hundred and fifty-two aforesaid, succeeded by her said Son the said *George William Holmes Ross* in the said Entailed Lands and Estate of *Cromarty*, who made up Titles as nearest and lawful Heir of Taillie and Provision in special to the said Mrs. *Catherine Ross* his Mother, conform to Extract Decreets of Special Service pronounced by the Sheriff of Chancery upon the Twenty-fourth Day of *May* and Twenty-first Day of *June*, both in the Year One thousand eight hundred and fifty-two, and Instruments of Sasine in his Favour, duly recorded in the Particular Register of Sasines kept for the Shires of *Inverness*, *Ross*, *Sutherland*, and *Cromarty* the Twelfth Day of *June* and Sixteenth Day of *July*, both in the Year One thousand eight hundred and fifty-two, and to Charter of Confirmation under the Seal now used for the Great Seal of *Scotland* dated the Twelfth Day of *January* One thousand eight hundred and fifty-three, and also a Charter of Confirmation granted by the said *George William Holmes Ross* in his own Favour dated the Nineteenth Day of *January* One thousand eight hundred and fifty-three, and on the Fourth Day of *January* One thousand eight hundred and fifty-four he was likewise served and decerned by the Sheriff of Chancery as nearest and lawful Heir of Line in general to the said Mrs. *Catherine Ross* his Mother: And whereas by Deed of Indenture or Marriage Settlement, according to the Forms of the Law of *England*, made on or about the Fifteenth Day of *July* One thousand eight hundred and forty-eight, between *Thomas Knox Holmes* of Number 10, *Grafton Street*, *Bond Street*, in the County of *Middlesex*, Esquire, of the First Part, the said Mrs. *Catherine Ross* of *Cromarty* of the Second Part, the said *George William Holmes Ross* of the Third Part, *Catherine Rose Ross* Daughter of the said Mrs. *Catherine Ross* of *Cromarty* of the Fourth Part,

Marriage Settlement, dated 15th July 1848.

The Cromarty Estate Act, 1855.

Abraham George Robarts, of *Lombard Street* in the City of *London*, Banker, *Hugh Munro Saint Vincent Rose*, of *Calrossie* in the County of *Ross*, Esquire, and *Alexander Erskine Holmes*, of the Ordnance Office, *Pall Mall*, in the County of *Middlesex*, Esquire, of the Fifth Part, setting forth, *inter alia*, that upon the Treaty for the intended Marriage between the said *Thomas Knox Holmes* and *Catherine Rose Ross* it was (amongst other things) agreed that the said *Catherine Ross* should, as a Marriage Portion for her Daughter the said *Catherine Rose Ross*, settle upon the Trusts therein mentioned the Sum of Ten thousand Pounds, to be payable after the Decease of the said *Catherine Ross*, and to be secured in manner therein-after mentioned; therefore the said *Catherine Ross*, for herself, her Heirs, Executors, and Administrators, (with the Consent of the said *Catherine Rose Ross* and *Thomas Knox Holmes*, testified by their respectively executing the said Deed of Indenture,) thereby covenanted with the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, and Assigns, in manner following, (that is to say,) that within One Year then next after the said Marriage should be had and solemnized, or so soon thereafter as she could or lawfully might, she the said *Catherine Ross* and all other necessary and proper Parties (if any), at her own Expense should and would (so far as an Heir of Entail lawfully could or might by the Law and Practice of *Scotland*, or under and in Terms of the said Deed of Entail) charge the said *Cromarty* Estate and the Inheritance thereof and Heirs of Entail, in the *Scotch* Form, and in a valid and effectual Manner, with the Sum of Ten thousand Pounds Sterling, being the computed Amount of Three Years clear or free Rent of the said *Cromarty* Estate, such Sum of Ten thousand Pounds to be payable to the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, or Assigns, upon and after the Demise of her the said *Catherine Ross*, and for Security and Payment thereof should and would convey and assign the Rents and Profits of certain Parts and Parcels of the said Entailed Estate and the Lands themselves, so far as might be necessary for recovering and authorizing the Receipt of the said Rents and Profits, and the said Sum of Ten thousand Pounds to be payable at the Periods and in the Manner authorized by the said Entail, or by the Statute Five *George* the Fourth, Chapter Eighty-seven, and to bear Interest as therein mentioned, provided always, that if the said Sum of Ten thousand Pounds Sterling should at the Death of her the said *Catherine Ross* exceed Three Years clear or free Rents of the said Estate, then and in that event the said Sum so to be charged on the said *Cromarty* Estate should be restricted to Three Years clear or free Rents, as the said Rents should be fixed and ascertained for the Crop and Year preceding the Death of the said *Catherine Ross*; and the said *Catherine*

rine Ross, for herself and her Heirs, Executors, and Administrators, did thereby further covenant with the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, and Assigns, that she the said *Catherine Ross*, her Heirs, Executors, and Administrators, in case the said Three Years clear or free Rents to be fixed and ascertained as aforesaid should fall short of and not be sufficient to pay or secure the said Sum of Ten thousand Pounds Sterling, should and would on Demand pay to the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or the Survivors or Survivor of them, his Executors or Administrators, or their or his Assigns, so much of the said Sum of Ten thousand Pounds as should not have been actually paid or secured or could not be paid or secured as aforesaid by or out of the said Three Years clear or free Rents; and further, that if on the Decease of the said *Catherine Ross*, for any Cause or Reason whatsoever Payment of the said Sum of Ten thousand Pounds should not have been secured as aforesaid, then and in such Case the Heirs, Executors, or Administrators of the said *Catherine Ross* should and would pay or cause to be paid unto the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or the Survivors or Survivor of them, his Executors or Administrators, or their or his Assigns, within Five Years after the Decease of the said *Catherine Ross*, the said Sum of Ten thousand Pounds, or so much thereof as should not have been previously secured as aforesaid, with Interest after the Rate of Four Pounds *per Centum per Annum* to be computed and commenced from the First Term of *Whitsunday* or *Martinmas* after the Decease of the said *Catherine Ross* for Twelve Calendar Months then next ensuing, and afterwards at the Rate of Five Pounds *per Centum per Annum*; and the said *George William Holmes Ross*, for himself, his Heirs, Executors, and Administrators, did thereby covenant with the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, and Assigns, in manner following, (that is to say,) that if the said intended Marriage should be had and solemnized, and if the said *Catherine Ross* should die without having charged the said *Cromarty* Estate and the Inheritance thereof and Heirs of Entail, or had otherwise secured Payment of the full Sum of Ten thousand Pounds and Interest in manner aforesaid, and according to the true Intent and Meaning of the said Deed of Indenture, and if the said Heirs, Executors, or Administrators of the said *Catherine Ross* should not pay or cause to be paid unto the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, or Assigns, the said Sum of Ten thousand Pounds and Interest, or such Part thereof respectively as should not have been previously secured as aforesaid, and within such Time as aforesaid,

and

and if he the said *George William Holmes Ross* or any Heir of his Body should succeed to the Possession of the said Estate of *Cromarty* as Heir of Entail thereof, then and in such Case he the said *George William Holmes Ross*, his Heirs, Executors, or Administrators, should and would indemnify the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, their Executors, Administrators, and Assigns, and all other Persons beneficially interested under or by virtue of the said Deed of Indenture, of, from, and against all Loss, Damage, or Difference which might happen or be occasioned to them or any or either of them for or by reason of the Nonperformance by the said *Catherine Ross*, her Heirs, Executors, or Administrators, of all and every or any of the several Covenants therein-before contained on the Part of the said *Catherine Ross*, her Heirs, Executors, or Administrators, or any of them, to the Intent that the full Sum of Ten thousand Pounds might be secured as such Marriage Portion as aforesaid: And whereas the said Mrs. *Catherine Ross* of *Cromarty* died on the Twentieth Day of *February* One thousand eight hundred and fifty-two as aforesaid without having executed any Bond of Provision or other Deed for completing the Arrangement stipulated by the said Marriage Settlement between her said Daughter and the said *Thomas Knox Holmes* by actually charging the said Lands and Estate of *Cromarty* with the aforesaid Sum of Ten thousand Pounds as a Provision to her said Daughter the said *Catherine Rose Ross* or *Holmes*, as covenanted for in the said recited Deed of Indenture or Marriage Settlement: And whereas by antenuptial Contract of Marriage, bearing Date the Nineteenth and Twentieth Days of *April* One thousand eight hundred and forty-nine, entered into between the said *George William Holmes Ross*, with the special Advice and Consent of the said Mrs. *Catherine Ross* of *Cromarty*, his Mother, and the said *Catherine Ross* for herself, on the one Part, and Miss *Adelaide Lucy Davidson* Third Daughter of *Duncan Davidson* Esquire of *Tulloch*, now the Wife of the said *George William Holmes Ross*, with the special Advice and Consent of her said Father, and the said *Duncan Davidson* for himself, on the other Part, the said *George William Holmes Ross* thereby bound and obliged himself that in the event of the Fee of the said Estate of *Cromarty* being propelled to him during the Lifetime of the said *Catherine Ross* or in the event of her Death during his Lifetime, whichever of these Events should first happen, he should within Three Months thereafter, in virtue of the Powers conferred upon Heirs of Entail by the Act of Parliament 5 *George* IV. c. 87, intituled *An Act to authorize the Proprietors of Entailed Estates in* Scotland *to grant Provisions to the Wives and Husbands or Children of such Proprietors*, execute at the Sight of the Trustees thereinafter named, *videlicet*, *John Davidson* Esquire, late a Captain in the Second Regiment of Her Majesty's Life Guards, *Horatio Ross* Esquire,

Esquire, late of *Rossie*, residing at *Blackhall*, *Aberdeenshire*, *Hugh Munro Saint Vincent Rose* Esquire, of *Glastullich*, and *Patrick Adam* Solicitor, before the Supreme Courts of *Scotland*, and of the Acceptors and Acceptor, and Survivors and Survivor of them, and of those to be assumed into the Trust in virtue of the Powers therein granted for that Effect, a Bond or Bonds of Annuity, binding himself and the Heirs of Entail who might succeed to him in the said Lands and Estate of *Cromarty*, and subsidiarie his Heirs, Executors, and Successors whomsoever, to make Payment to the said *Adelaide Lucy Davidson*, in case she should survive him, yearly and in each Year during all the Days of her Life after his Decease, of a free Liferent Annuity of One thousand Pounds Sterling (but to be restricted to a free Liferent Annuity of Five hundred Pounds Sterling in the event of the said *Adelaide Lucy Davidson* entering into a Second Marriage), payable the said Annuity at the Terms and with Interest as therein specified, and further that he should infeft and seise the said *Adelaide Lucy Davidson* in Security of the said Annuity in the said Entailed Lands and Estate of *Cromarty*, but declaring always that the said Annuity of One thousand Pounds Sterling was provided by the said *George William Holmes Ross*, and should be accepted by the said *Adelaide Lucy Davidson* under all the Conditions, Restrictions, and Limitations whatsoever contained in the foresaid Statute of 5 *George* IV. c. 87.; and the said Contract of Marriage further sets forth that the said Estate of *Cromarty* then stood burdened with certain Provisions in favour of the Children of the said *Alexander Ross*, and also recites the Covenants undertaken by the said *Catherine Ross* in the Deed of Indenture entered into on the Occasion of the Marriage of her said Daughter with the said *Thomas Knox Holmes* as aforesaid; and the said Contract of Marriage further sets forth that as the said Provisions in favour of the Children of the said *Alexander Ross* then affected the said Estate, the said Mrs. *Catherine Ross* had not been able to implement the said Obligation to charge the said Estate with the said Provision in favour of her Daughter the said Mrs. *Catherine Rose Ross* or *Holmes*, but that she intended so to do as soon as she lawfully could, whereby it might not be in the Power of the said *George William Holmes Ross* to burden and affect the said Lands and Estate with Provisions to his own Children until the said prior Provisions in favour of the Children of the said *Alexander Ross* and in favour of the said *Catherine Rose Ross* or *Holmes*, or some Part thereof, should have been paid or otherwise discharged, and the Estate disburdened thereof; but the said *George William Holmes Ross* thereby, *inter alia*, bound and obliged himself that so soon as he lawfully could or might effectually burden the said Entailed Estate of *Cromarty* with Provisions to his younger Children, in the Manner permitted by the existing Entail thereof, he should, at the Sight of the said Trustees and their foresaids, execute

a Bond or Bonds of Provision in favour of the Children of the said intended Marriage other than the Child who might succeed to the said Entailed Estate of *Cromarty*, binding himself and the Heirs of Entail who might succeed him in the said Lands and Estate, at and against the First Term of *Whitsunday* or *Martinmas* after his Death, to make Payment to the Child or Children who might be procreated of the said intended Marriage other than the Heir succeeding to the said Entailed Estate of the Sum of Ten thousand Pounds Sterling, being the computed Amount of Three Years clear or free Rent of the said Estate, or of such other Sum as should not exceed Three Years clear or free Rent of the whole Estate, with the legal Interest of the said Principal Sum from and after the foresaid Term of Payment and during the not Payment of the same, and for Security and Payment thereof to convey and assign the Rents and Profits of certain Parts and Parcels of the said Taillied Estate, and the Lands themselves, so far as might be necessary for recovering and authorizing the Receipt of the said Rents and Profits, unto the said Trustees, in trust to receive and hold their Rents and Profits, and the Lands out of which the same issue, until the said Provisions should thereby be completely paid and satisfied: And whereas by Heritable Bond of Annuity, bearing Date the Fifth Day of *August* One thousand eight hundred and fifty-two, the said *George William Holmes Ross*, by virtue of the Powers conferred by the Statute 5 *George* IV. c. 87., and in implement of the Obligations undertaken by him in the said Contract of Marriage entered into between him and his said Spouse, bound and obliged himself and the whole Heirs of Tailzie succeeding to him in the said Entailed Estate of *Cromarty*, and subsidiarie his Heirs, Executors, and Successors whomsoever, duly and validly to infeft and seise the said *Adelaide Lucy Davidson* or *Ross* his said Spouse in Liferent during all the Days of her Life after his Decease, in case she should happen to survive him, in a free yearly Annuity of One thousand Pounds Sterling, exempted from all Burdens and Deductions whatsoever (but to be restricted to a free Liferent Annuity of Five hundred Pounds in the event of the said *Adelaide Lucy Davidson* or *Ross* entering into a Second Marriage), payable the said Annuity at the Terms and under the Penalty and with Interest as therein mentioned, to be uplifted and taken the said Annuity (but restrictable as aforesaid) furth of all and whole the said Lands and Barony of *Cromarty* therein described, or furth of any Part or Portion thereof, readiest Rents, Mails, Farms, Profits, and Duties of the same, but declaring always, that the said Annuity was provided under all the Conditions, Restrictions, and Limitations whatever contained in the said Statute 5 *George* IV. c. 87.; and the said *George William Holmes Ross* therein granted Precept of Sasine for infefting the said Mrs. *Adelaide Lucy Davidson* or *Ross* his Spouse in the said Lands, Barony, and others in Security of the said Annuity, but no Infeftment

Bond of Annuity granted by G. W. H. Ross, dated 5th August 1852.

Infeftment has yet been expede or recorded in pursuance of the said Precept of Sasine: And whereas in the Year One thousand eight hundred and forty-seven, when the said Mrs. *Catherine Ross* entered into the Possession of the said Entailed Estate, the whole Houses and Offices thereon were unfit for the Accommodation of the Tenants, being much dilapidated and in great Disrepair, and nothing had been done previously to that Time to improve the said Estate by draining, enclosing, and building on the same: And whereas the said Mrs. *Catherine Ross*, after entering into and during her Possession of the said Entailed Lands and Estate, laid out and expended considerable Sums of Money upon the Improvement and Amelioration thereof by enclosing and planting the same, and by making Roads thereon, and in erecting Farmhouses and Offices thereon, and in repairing and improving the Mansion House and Offices thereof, with the Garden and Grounds belonging thereto, and in building and repairing Churches, Manses, Schools, and Schoolmasters Houses connected with the said Estate, which Sums so laid out in Improvements as aforesaid are set forth in Schedule A. hereunto annexed, and amount in whole to the Sum of Nine thousand one hundred and three Pounds Six Shillings: And whereas since the Death of the said Mrs. *Catherine Ross* the said *George William Holmes Ross*, since the Time of his Succession to the said Entailed Estates, has in like Manner laid out and expended the Sum of Four thousand four hundred and forty-five Pounds Five Shillings in the like Improvements on the said Entailed Estate, as set forth in Schedule B. hereunto annexed, the aggregate Amount of Money so expended by the said Mrs. *Catherine Ross* and the said *George William Holmes Ross* being Thirteen thousand five hundred and forty-eight Pounds Eleven Shillings, as set forth in Schedule C. hereunto annexed: And whereas the subsequent Heirs of Entail in the said Estates will derive great Benefit and Advantage from the Expenditure made by the said Mrs. *Catherine Ross* and by the said *George William Holmes Ross* as aforesaid, which has increased the yearly Rent and Value of the said Estate: And whereas the accumulated Sums contained in the said Decreet of Adjudication, after deducting the Sum of Four thousand Pounds (being One Fifth Part of the said Sum of Twenty thousand Pounds Sterling of liquidated Penalty included therein), with the Interest due thereon, now amount to the Sum of Eighty-four thousand five hundred Pounds Sterling or thereby, and by virtue of the said Decreet of Adjudication the said Debt is a real Burden and Incumbrance upon and over the said Lands and Estate and Barony of *Cromarty*, contained in the said Disposition and Deed of Entail executed by the said deceased *George Ross*, and for which Debt the said Lands and Estate might, in whole or in part, be evicted, to the great Loss and Prejudice of the Heirs of Entail entitled and to become entitled to succeed thereto under the before-recited Disposition and Deed of Entail: And whereas

it would be for the Benefit and Advantage of the Heirs entitled or to become entitled to succeed to the said Entailed Lands and Estate, and conduce to the Integrity and Preservation of the said Estate, if, instead of the said Debt and Decreet of Adjudication being maintained and kept up as a real Burden on the said Entailed Estate, thereby rendering the same liable to be evicted for the said Debt, to the Loss and Prejudice of the said Heirs of Entail, the said Lands and Estate were freed and disburdened of the said Debt and Decreet of Adjudication, and that the same were conveyed to the said Heirs of Entail in manner after mentioned, to be kept and used by them as a corroborative and fortifying Title to the said Entailed Lands and Estate in Time coming: And whereas in consideration of the Expenditure made by the said *George William Holmes Ross* and by the said Mrs. *Catherine Ross*, to whom he succeeded as Heir in general as aforesaid, in the Improvement of the said Entailed Lands and Estate, and in consideration of the said *George William Holmes Ross*, in whom the Right to the said Debt and Decreets of Constitution and Adjudication is now vested, conveying and making over in manner and to the Effect herein-after specified the said Debt and Decreets of Constitution and Adjudication to himself and the other Heirs of Entail entitled or to become entitled to succeed to the said Lands and Estate, and further, in consideration of the said Sum of Ten thousand Pounds being paid, as in manner herein-after provided, to the Trustees acting under and by virtue of the said Indenture or Marriage Settlement of the said *Thomas Knox Holmes* and *Catherine Rose Ross*, and further, in consideration of the said *George William Holmes Ross* being allowed to charge the said Entailed Lands and Estate with Provisions for his younger Children in manner herein-after specified, it is just and equitable that the said *George William Holmes Ross* should be relieved of the Obligations undertaken by him in the said above-recited Deed of Indenture or Marriage Settlement of the said *Thomas Knox Holmes* and *Catherine Rose Ross* or *Holmes*, and in the said recited antenuptial Contract of Marriage between him the said *George William Holmes Ross* and *Adelaide Lucy Davidson*, by his being allowed to charge the said Entailed Lands and Estate, so that the said Obligations may be satisfied and paid; and it is also just and equitable, in consideration as aforesaid, that the said *George William Holmes Ross* should be allowed further to charge the said Lands and Estate with a certain Sum of Money in Repayment and Satisfaction to him *pro tanto* of the Sums of Money expended by him and the said Mrs. *Catherine Ross* in the Improvement thereof as aforesaid: And whereas the said *George William Holmes Ross*, on being allowed to charge the said Entailed Lands and Estate in manner and for the Purposes above mentioned, is willing and desirous to relieve the said Entailed Estate of and from the Burden of the said Debt contained in the Decreets

Decreets of Constitution and Adjudication by granting and executing a Deed of Conveyance in proper Form, making over to himself and to the Heirs entitled or to become entitled to succeed to the said Entailed Lands and Estate, by the above-recited Disposition and Deed of Entail of the said deceased *George Ross*, the foresaid Debt and the said Decreets of Constitution and Adjudication, and the whole Grounds and Warrants thereof, with all that has followed or may follow thereon, to be kept and used by such Heirs as their own proper Writs and Evidents, and as a corroborative and fortifying Title to the said Entailed Lands and Estate in all Time coming; and the said *George William Holmes Ross* is further willing and desirous to carry into execution the Purposes and Acts herein-after authorized to be done; but these Purposes and Acts 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, in manner following; (that is to say,)

Short Title.

I. In citing this Act for any Purpose whatever, it shall be sufficient to use the Expression "The *Cromarty* Estate Act, 1855."

Interpretation of Terms.

II. The following Words and Expressions in this Act shall have the several Meanings hereby assigned to them, unless there be something either in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number only shall include the Plural, and Words importing the Plural Number only shall include the Singular Number:

Words importing the Masculine Gender only shall include Females:

The Expression "the said Lands and Estate" shall mean the Estate and Barony of *Cromarty* contained in the Disposition and Deed of Entail herein-before recited:

The Expression "the Trustees" or "the said Trustees" shall mean the Trustees appointed and acting in virtue of this Act.

Appointment of Trustees for Execution of the Act.

III. *Harry Maxwell Inglis* of *Loganbank*, Writer to the Signet, *Hugh Fraser* Writer to the Signet, and *Henry Duncan Fergusson* Writer to the Signet, are hereby appointed Trustees for carrying this Act into execution.

Power to nominate new Trustees.

IV. If the said *Harry Maxwell Inglis*, *Hugh Fraser*, and *Henry Duncan Fergusson*, or any of them, or any Trustee to be elected by them in manner herein-after provided, shall die or be desirous of being discharged or shall become incapable of acting as a Trustee, it shall be lawful to and in the Power of the surviving or acting Trustees or Trustee, together and in conjunction with the said *George William Holmes*

Holmes Ross or the Heir of Entail for the Time infeft and in possession of the said Entailed Lands and Estates, or the Tutors, Curators, or other legal Guardians of such Heir, if under Age or under any legal Incapacity, by a Deed to be executed according to the Law of *Scotland*, and to be registered in the Register of Sasines at *Edinburgh*, to elect and appoint any fit Person to be a Trustee in the Place and Stead of the said Trustees hereby named, or any of them, as often as there shall be Occasion; and in case all the Trustees hereby named or to be elected as aforesaid shall die, or shall be discharged from or shall become incapable of acting in the Execution of this Act, without having elected and appointed a Trustee or Trustees in their Place and Stead, it shall be lawful to the Court of Session in either Division thereof and the said Court is hereby required, on the Application of the said *George William Holmes Ross* or the Heir of Entail for the Time infeft and in possession as aforesaid, or the Tutors, Curators, or other legal Guardians of such Heir, if in Minority or under any legal Incapacity, to appoint other Trustees, One or more, in the Place and Stead of the Trustee or Trustees who may have so died or been discharged, or have become incapable of acting as aforesaid, and the Trustee or Trustees so to be elected and appointed shall have the same Powers, Authorities, and Immunities as are hereby vested in the Trustees named in this Act.

Quorum of Trustees.

V. The Majority of the Trustees above named or of others as may be elected in their Room and Stead as herein above provided, while more than Two survive or continue to act, shall be a Quorum for carrying this Act into execution.

Trutees not liable for Omissions.

VI. Provided always, That the said Trustees shall not be charged or chargeable with or accountable for Omissions, or for any more Monies than they shall actually respectively receive by virtue of this Act, nor for any Loss of such Monies or of any Portion thereof, if such Loss shall happen without their wilful Neglect or Fault respectively, nor shall any of them be liable for the Act or Acts of any other Trustee, but each of them only for his own Acts, Receipts, Neglects, or Defaults; and they and any of them shall and may, by and out of the Money which is herein-after empowered to be borrowed on the Security of the said Lands and Estate, be entitled to receive and to be reimbursed in manner herein-after provided of all Expenses which he shall respectively incur, sustain, become liable for, or be put to in the Execution of this Act.

Trustees may appoint Factors and Agents.

VII. It shall be lawful for such Trustees or Trustee, or for the Majority of such Trustees for the Time, to appoint Factors and Law Agents for the more effectual Execution of this Act, such Factors and Agents finding Security for his or their Intromissions and Proceedings to

to the Satisfaction of any of the Lords Ordinary of the Court of Session in *Scotland*, on the Application for that Purpose by summary Petition to the said Court by the Trustees hereby appointed or a Majority of them.

Conveyance by the present Heir of Entail, to himself and the Heirs of Entail, of the Decreet of Adjudication affecting the Estate.

VIII. It shall be lawful to the said *George William Holmes Ross* and he is hereby required immediately after the passing of this Act to apply by summary Petition to the said Court of Session in *Scotland*, in either Division thereof, and with the Approbation of the said Court to grant and execute a Disposition and Assignation or other valid and effectual Deed of Conveyance, in the Form required by the Law of *Scotland* and to be approved by the said Court, alienating, disponing, conveying, assigning, and making over to and in favour of himself the said *George William Holmes Ross* and the whole Series of Heirs and Substitute Heirs of Entail entitled or to be entitled to succeed to the said Entailed Lands and Estate of *Cromarty*, under and by virtue of the said Disposition and Deed of Entail executed by the said *George Ross* of *Cromarty*, the foresaid Decreets of Constitution and Adjudication obtained at the Instance of the said Mrs. *Frances Saltren Willett* and her Attornies against the said deceased *Alexander Ross* of *Cromarty*, and the whole Debts and Sums of Money, Principal, Interest, liquidated Penalties, and termly Failures, and the Lands and others therein contained and described, with the whole Grounds and Warrants of the said Debts and Decrees, and all that has followed or may be competent to follow thereon; and the said Disposition and Assignation or other Deed of Conveyance so to be granted by the said *George William Holmes Ross* shall contain all the Clauses usual and necessary by the Law of *Scotland* for effectually vesting the Subjects thereby conveyed in the said *George William Holmes Ross* and the Substitute Heirs of Entail of the said Lands and Estate of *Cromarty* under the said Deed of Entail, and particularly a Clause declaring that the said Disposition and Assignation is granted in trust to the said *George William Holmes Ross* and the said Heirs of Entail in the said Estate and Lands of *Cromarty* for the Purposes following; (that is to say,) that the said Decreets of Constitution and Adjudication, and Debts and Sums of Money, and Lands and others therein contained and described, with the whole Grounds and Warrants of said Debts and Decreets, shall be held by him the said *George William Holmes Ross* and by the said Substitute Heirs of Entail of the said Lands and Estate of *Cromarty* in possession for the Time in trust for behoof of himself and themselves respectively as Heir or Heirs of Entail in possession of the said Entailed Lands and Estate under and by virtue of the said Disposition and Deed of Entail for ever, and as a corroborative and fortifying Title to him, her, or them the Heirs of Entail aforesaid in the said Entailed Lands and Estate of *Cromarty*, described in the said Disposition

sition and Deed of Entail thereof, and for no other Purpose whatever, and that the same shall not be assignable; and upon the said Disposition and Assignation being granted and executed as aforesaid, with the Approbation of the said Court of Session, the same shall be duly recorded either in the General or in the Particular Register of Sasines, Reversions, *et cetera*, and shall then and thereafter be a valid and effectual Conveyance to all Intents and Purposes to the said *George William Holmes Ross* and the said Heirs of Entail of the said Lands and Estate of *Cromarty* for the Purposes aforesaid.

Power to borrow Money on the Security of the Estate.

IX. Immediately after the said Disposition and Assignation hereby authorized to be made and granted shall have been granted, executed, and registered as aforesaid, it shall be lawful to the said *George William Holmes Ross*, whom failing to the Heir of Entail in possession of the said Entailed Lands and Estate for the Time, or to the Tutors or Curators or other legal Guardians of such Heir, in case of Minority or other legal Incapacity, and he and they respectively are hereby required to borrow on the Security of the said Lands and Estate of *Cromarty* a Sum not exceeding in the whole the Sum of Seventeen thousand six hundred and seventy Pounds Fifteen Shillings, to be applied in manner herein-after mentioned, and heritably to burden and charge the said Entailed Lands and Estate with the same in manner after specified.

Estate to be burdened with the Payment thereof.

X. After the Execution and Registration of such Disposition and Assignation, it shall be lawful to the said *George William Holmes Ross*, whom failing to the Heir of Entail in possession of the said Entailed Lands and Estate for the Time, or to the Tutors or Curators or other legal Guardians of such Heir in case of Minority or other legal Incapacity, and the said *George William Holmes Ross* and the other Heirs of Entail in possession of the said Entailed Estate for the Time are hereby required validly to secure the Payment of the Money to be borrowed as above authorized, together with the Interest thereof, and liquidated Penalties and Expenses to be stipulated relative thereto, by Heritable Bond or Bonds, or Bond or Bonds and Dispositions in Security, in favour of the Person or Persons who may lend such Money or any Part thereof, disponing and conveying in the Form and with the Powers usual in similar Heritable Securities in *Scotland*, heritably but redeemably, the whole or any Portion or Portions of the said Entailed Lands and Estate of *Cromarty* herein-before described, which Heritable Bond or Bonds, and Bond or Bonds and Dispositions in Security, shall be good, valid, and effectual to the Creditor or Creditors, Lender or Lenders of the Money so to be borrowed, and to his, her, and their respective Heirs, Executors, and other Representatives whomsoever, or to his, or her, or their Assignee or Assignees, or to any Person in right for the Time being of the Heritable Bonds,

or

or Bonds and Dispositions in Security, to be granted as aforesaid, in the same Manner as if the same were granted by a Fee Simple Proprietor, and shall effectually burden the said Entailed Lands and Estate, or such Parts and Portions thereof as shall be included in and disponed by such Heritable Bonds, or Bonds and Dispositions in Security, and shall be effectual against all the Heirs of Entail entitled to succeed to the said Entailed Lands and Estate; and the said Heritable Bond or Bonds and Disposition or Dispositions in Security shall not be affected by any of the Fetters of the before-recited Disposition and Deed of Entail executed by the said *George Ross* of *Cromarty*, or other Titles and Investitures of the said Entailed Lands and Estate; and the Creditor or Creditors, Lender or Lenders of the Sum or Sums of Money hereby authorized to be borrowed on the Security of the said Entailed Lands and Estate shall have every Remedy for the Recovery of the Sums so lent, with Interest and Penalties competent by the Law of *Scotland*, and as if the said Lands and Estate were not entailed as aforesaid.

In the event of the Death of G. W. H. Ross, succeeding Heirs may charge the Estate.

XI. If the said *George William Holmes Ross* shall happen to die before the borrowing of the Money hereby permitted to be borrowed, or any Part thereof, the said Entailed Lands and Estate shall be liable for the Payment of such Sum as the said *George William Holmes Ross* is hereby permitted to borrow, but may not have borrowed, and the Heirs succeeding to him by virtue of the said Disposition and Deed of Entail shall be Debtors to the Heirs, Executors, Assignees, Trustees, or other Representatives of the said *George William Holmes Ross* for the same, and shall be obliged to pay the Amount thereof, with Interest from the Period of the Death of the said *George William Holmes Ross*, to his Heirs, Executors, Assignees, Trustees, or other Representatives, such succeeding Heirs having Power to charge and burden the Estate as aforesaid, or, in the Option of the Heirs, Executors, Assignees, Trustees, or Representatives of the said *George William Holmes Ross*, such succeeding Heirs shall be bound and obliged to grant to them, or such of them as may be in the Right of the said Sums hereby authorized to be borrowed at the Death of the said *George William Holmes Ross*, an Heritable Bond or Bonds and Dispositions in Security for the same or such Part thereof as may not have been borrowed by the said *George William Holmes Ross* during his Life, with Interest due thereon, and which Heritable Bond or Bonds and Dispositions in Security shall effectually bind the said Entailed Lands and Estate, and the whole Heirs of Entail entitled or to become entitled to succeed thereto under the said Disposition and Deed of Entail.

Money to be borrowed to be paid into Bank.

XII. The Money to be borrowed as aforesaid shall be paid by the Lender or Lenders thereof into one or other of the following Banks, *videlicet*,

videlicet, the Bank of *Scotland*, the Royal Bank of *Scotland*, the Bank of the *British* Linen Company, the Bank of the Commercial Bank of *Scotland*, or the Bank of the National Bank of *Scotland*, in the Names of the said Trustees of this Act, and shall when so paid in produce the highest Rate of Interest that can be obtained for the same during the Period that such Money shall remain in any One of the said Banks; and such Interest shall be by the said Trustees annually accumulated and added to the Principal Sum, if the Duration of the Deposit thereof shall so permit, until the same shall have been disposed of and applied as provided by this Act; and the Receipt of the Treasurer of the Bank of *Scotland*, or of the Cashier of the Royal Bank of *Scotland*, or of the Manager of the Bank of the *British* Linen Company, or of the Manager of the Commercial Bank of *Scotland*, or of the Manager of the National Bank of *Scotland*, bearing that such Money has been deposited in Bank in Name of the said Trustees appointed in virtue of this Act, shall be a full and ample Receipt and Discharge to such Lender or Lenders for the Sum or Sums therein specified.

Lender of Money not concerned with Application thereof after the same is paid into Bank.

XIII. The Lender or Lenders of any Sum or Sums of Money to be borrowed under the Authority of this Act, after having received from the Cashier or Manager of one or other or any of the said Banks a Receipt or Receipts for the Money lent by them in manner herein mentioned, shall be in no way answerable for or concerned with the Application of such Money, but the same shall be applied irrespective of them in manner provided by this Act; and on the Trustees demanding and uplifting, in whole or in part, from either or any of the said Banks the Money deposited as aforesaid, the Receipt or Receipts of such Trustees to the Cashier, Treasurer, or Manager of such Bank or Banks respectively shall be a sufficient and valid Discharge to the said Cashier, Treasurer, or Manager or Managers of the said Bank or Banks of the Sum or Sums, in whole or in part, deposited with them or any of them as aforesaid, at any Time or Times when the Trustees shall have Occasion to demand from the said Bank or Banks Payment in whole or in part of the Money deposited as aforesaid.

Expenses of Act and 10,000*l.* and Interest to be paid to Trustees of Mr. and Mrs. Holmes.

XIV. As soon as conveniently may be after the said Money arising from such Loan or Loans shall be so received and deposited in Bank as aforesaid, the Trustees shall, out of the same, in the first place pay and discharge the Costs and Charges of applying for, obtaining, and passing this Act and incident thereto, and, in the second place, as soon as conveniently may be after the passing of this Act, the said Trustees, out of the said Money so to be borrowed and deposited as aforesaid, shall well and truly pay or cause to be paid the Sum of Ten thousand Pounds Sterling, with Interest thereof added thereto at the Rate of Four *per Centum per Annum*, computed from the last Term

to

to which such Interest shall have been paid up, to the before-mentioned *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or to their Executors, Administrators, or Assigns, as Trustees aforesaid, the said Sum of Ten thousand Pounds and Interest to be held by them upon and for the Trusts, Intents, and Purposes, and with and under and subject to the Powers, Provisoes, Agreements, and Declarations, in and by the in part before-recited Indenture or Marriage Settlement, dated the Fifteenth Day of *July* One thousand eight hundred and forty-eight, made between the said *Thomas Knox Holmes*, Mrs. *Catherine Ross* of *Cromarty*, *Catherine Rose Ross* now *Holmes*, *George William Holmes Ross*, and *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, declared and contained of and concerning the same.

Such Trustees to grant Discharges.

XV. And on the said Sum of Ten thousand Pounds and Interest as aforesaid being so paid to the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or other Trustees acting in virtue of the said Indenture or Marriage Contract for the Time, they shall grant and execute a valid Discharge in the Form required by the Law of *Scotland*, releasing, acquitting, and discharging the said Lands and Estate of *Cromarty* and the whole Heirs of Entail entitled or that may become entitled to succeed thereto, and also the said Mrs. *Catherine Ross* of *Cromarty* and her Heirs and Successors, and the said *George William Holmes Ross* and his Heirs and Successors, of the said Sum of Ten thousand Pounds and Interest, and of the whole Obligations undertaken and incurred by them or either of them in the said recited Deed of Indenture or Marriage Settlement made between the said *Thomas Knox Holmes* and *Catherine Rose Ross* now *Holmes*; and on the said Discharge being so granted and executed the said Lands and Estate and Heirs of Entail, and the said Mrs. *Catherine Ross* of *Cromarty* and her Heirs and Successors, and the said *George William Holmes Ross*, his Heirs and Successors, are and shall be for ever freed and discharged of all Claim or Claims or Demands whatever at the Instance of the said *Thomas Knox Holmes* and Mrs. *Catherine Rose Ross* now *Holmes*, and their Heirs and Successors, and at the Instance of the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or their Executors, Administrators, or Assigns, under or by virtue of the said recited Deed of Indenture and Marriage Settlement of the said *Thomas Knox Holmes* and *Catherine Rose Ross* now *Holmes*.

Mrs. G. W. H. Ross to be infeft in the said Estate, in Security

XVI. In order to secure the Provision before mentioned in favour of Mrs. *Adelaide Lucy Davidson* now *Ross*, Wife of the said *George William Holmes Ross*, it shall be lawful for the said *George William Holmes*

of the Provision in her Contract of Marriage.

Holmes Ross to execute the Precept of Sasine in her Favour contained in the before in part recited Heritable Bond of Annuity of the Date of the Fifth Day of *August* One thousand eight hundred and fifty-two, by validly infefting and seising by virtue thereof his said Spouse Mrs. *Adelaide Lucy Davidson* now *Ross* in Terms thereof in the Lands and others therein mentioned, in Security and Payment of the Annuity in her favour therein provided, but always under and subject to the Declarations, Conditions, Restrictions, and Limitations contained in the said recited Heritable Bond of Annuity.

Entailed Estate to be burdened in favour of younger Children of G. W. H. Ross, the Heir in possession.

XVII. In order to carry into effect the Provisions in favour of younger Children contained in the before in part recited antenuptial Contract of Marriage between the said *George William Holmes Ross* and Mrs. *Adelaide Lucy Davidson* now *Ross*, his Wife, and others, dated the Nineteenth and Twentieth Days of *April* One thousand eight hundred and forty-nine, it shall be lawful to and for the said *George William Holmes Ross*, and after his Death to and for any Heir of the said Entailed Lands and Estate for the Time being entitled to and in possession thereof, or to and for the Tutors or Curators of any such Heir who shall be a Minor or be subject to any legal Incapacity, to make, execute, grant, and deliver a Bond or Bonds of Provision in the Form required by the Law of *Scotland*, and with all usual and necessary Clauses to and in favour of the Children of the said Marriage of the said *George William Holmes Ross* and *Adelaide Lucy Davidson* other than the Child succeeding to the said Entailed Estate of *Cromarty*, binding the Granter of such Bond or Bonds of Provision and the Heirs of Entail succeeding him in the said Lands and Estate, at and against the First Term of *Whitsunday* or *Martinmas* after the Death of the said *George William Holmes Ross*, to make Payment to the Child or Children procreated or to be procreated of the said Marriage other than the Heir succeeding to the said Entailed Estate of the Sum of Ten thousand Pounds Sterling, being the computed Amount of Three Years free Rent of the said Lands and Estate, with the legal Interest of the said Principal Sum from and after the Term of Payment thereof, and for Security and Payment thereof to convey and assign the Rents and Profits of certain Parts and Parcels of the said Entailed Lands and Estate and the Lands themselves of such Parts and Parcels, so far as may be necessary for recovering and authorizing the Receipt of the said Rents and Profits unto the said Trustees acting in virtue of the said Marriage Contract, in trust to receive and hold these Rents and Profits, and the Lands themselves out of which the Rents issue, until the said Provision should thereby be completed, paid, and satisfied, all in Terms of the said antenuptial Contract of Marriage, which Bond or Bonds of Provision shall be made in the Form and Manner which shall appear to the Judges of the said Court of Session, on the Application of the said Trustees, to be the most

proper

proper Form for effectually implementing the Obligations incumbent on the said *George William Holmes Ross* by his said Contract of Marriage with the said *Adelaide Lucy Davidson*, and which Bond or Bonds of Provision when so granted shall be good, valid, and effectual to all Intents and Purposes, and shall not be held to be in contravention of or to be affected by any of the Fetters of the before-recited Disposition and Deed of Entail executed by the said *George Ross* of *Cromarty*, or other Titles and Investitures of the said Entailed Lands and Estate: Provided always, that after having executed and delivered such Bond or Bonds of Provision under the Authority of this Act in favour of such Children, it shall not be lawful to nor in the Power of the said *George William Holmes Ross*, while and so long as the said Bond or Bonds remain unpaid and undischarged, and form a Burden on the said Entailed Lands and Estate, to charge and burden the said Lands and Estate, or any Heir of Entail in possession or succeeding thereto, with any other or further Provisions in favour of the younger Children of his said present Marriage with the said Mrs. *Adelaide Lucy Davidson*, or in favour of the Children of any future Marriage that he may hereafter contract.

Balance of Money in Hands of the Trustees to be paid to the said G. W. H. Ross.

XVIII. After the Trustees shall have paid in manner required by this Act the said Sum of Ten thousand Pounds and Interest to the said *Abraham George Robarts*, *Hugh Munro Saint Vincent Rose*, and *Alexander Erskine Holmes*, or their foresaids, as Trustees for the Uses and Purposes foresaid, and the whole Costs and Charges of obtaining this Act and of executing the same, in so far as the same shall have then been executed, the Surplus of the Money so to be borrowed on the Security of the said Lands and Estate, and which may remain in Bank after the aforesaid Payments shall have been made, shall be by the said Trustees paid over to the said *George William Holmes Ross*, whom failing to his Heirs, Executors, or Assignees, in Payment and Satisfaction to him or them *pro tanto* of the foresaid Sums of Money expended by him and the said Mrs. *Catherine Ross* in executing the said permanent Improvements upon the said Lands and Estate: Provided always, that the Sums of Money so expended by the said Mrs. *Catherine Ross* and *George William Holmes Ross* shall not be made a further Ground of Claim against any Heir of Entail succeeding or entitled to succeed to the said Lands and Estate, or against any Person whatsoever, whether entitled so to succeed or not, or a Ground for adjudging or in any way of affecting the said Lands and Estate.

Deed to be executed at Sight of the Court of Session.

XIX. All legal Deeds and Instruments of Conveyance, Discharge, or Investiture necessary by the Law of *Scotland* for carrying into effect the Objects and Purposes of this Act shall be framed and executed under the Authority and with the Approbation of the said Court

Court of Session in either Division thereof on the Application of the Trustees by summary Petition to the Judges of the said Court.

Provision for the Consent of Alexander Erskine Holmes.

XX. And whereas *Alexander Erskine Holmes*, One of the Trustees under the said Indenture or Marriage Contract made on the Treaty of the Marriage between the said *Thomas Knox Holmes* and *Catherine Rose Ross*, is now resident out of the United Kingdom of *Great Britain* and *Ireland*, and his Consent as such Trustee to this Act has not yet been proved: Be it therefore enacted, That this Act shall not, nor shall anything herein contained, be of any Effect as against the said *Alexander Erskine Holmes*, his Executors, Administrators, or Assigns, until he shall, by a Writing under his Hand attested by One or more Witness or Witnesses, have signified his Consent to this Act, which Writing shall, on the Application of the Trustees, be approved by the Judges of the said Court of Session in either Division thereof, and a Certificate of such Approval registered in the Books of Council and Session; and from and after the Registration of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *Alexander Erskine Holmes*, his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (that is to say,)

'I, Alexander Erskine Holmes, do hereby consent to an Act of 'Parliament made and passed in the Year of the Reign 'of Her most Excellent Majesty Queen Victoria, intituled [*here insert 'the Title of this Act*]. Given under my Hand this 'Day of .'

Irritancy not to be incurred.

XXI. Neither the said *George William Holmes Ross* nor any subsequent Heir of Entail entitled to and in possession of the said Entailed Lands and Estate shall be held to have committed an Irritancy or incurred any Forfeiture by reason of his having made or done any Act or Deed in carrying this Act into execution, or having taken Advantage of or Benefit from any Act or Proceeding authorized to be done by this Act affecting the said Entailed Lands and Estate.

Purposes of Act being fulfilled, Trustees to be discharged by Court of Session.

XXII. After having applied and paid the said Money so to be borrowed under Authority of this Act in manner herein required and directed, and after all the Acts or Deeds and Instruments authorized or required by this Act to be made, done, and executed, and after all the Purposes and Objects of this Act shall have been executed, it shall be in the Power of the said Trustees and the Survivors or Survivor of them, and the Heirs of such Survivor, to apply to the said Court of Session in either of the Divisions thereof for a Discharge and Exoneration of their or his Actings, Proceedings, and Intromissions under

under and by virtue of this Act, and that by summary Petition; and the said Court is hereby required to order Production of the Accounts of the said Trustees or Trustee hereby appointed, or of such Trustee or Trustees as may be assumed by virtue of the Powers herein conferred, and after Consideration thereof, and if the same shall be found to be correct, and if it shall appear to the said Court that the whole Purposes of this Act have been duly carried into execution by the said Trustees, to exonerate and discharge the said Trustees of their Intromissions, Actings, and Transactions, and to declare them acquitted and discharged thereof for ever.

Costs to be taxed.

XXIII. The Costs and Charges of all the Acts and Proceedings attending the Execution of this Act shall be taxed and ascertained according to the Practice of the said Court of Session.

General Saving.

XXIV. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic or Corporate, their Heirs and Successors, Executors and Administrators and Assigns, (other than and except the said *George William Holmes Ross* and the Heirs of Entail entitled to succeed to him by the said Disposition and Deed of Entail executed by the said *George Ross* herein-before recited,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Entailed Lands and Estate of *Cromarty*, 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.

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

XXV. 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-

SCHEDULE A. referred to in the foregoing Act.

EXPENDITURE on IMPROVEMENTS by Mrs. CATHERINE Ross, the Heir of Entail last in possession of the Estate of Cromarty.

	£	*s.*	*d.*
1. On the Factor's House and Offices called "Rosenberg Cottage"	1,131	16	5
2. On the Shore Mills	219	10	10
3. On the Farm of Allarton	213	3	6
4. On the Farm of Woodside	387	13	11
5. On the Farm of Rosefarm	186	0	0
6. On the Farm of Peddieston	79	15	11
7. On the Farm of the Mains	280	0	0
8. On the Farm of Davidston	876	6	6
9. On the Farm of Bannans	319	19	5
10. On the Farms of Newton and Neilston	958	5	9
11. On the Farm of Navity	1,069	15	1
12. On the Farm of Whitebog	7	0	0
13. On Servants Houses at Whitebog	12	7	10
14. On Newton Smithy	3	8	9
15. On Crofts, at Colony	14	7	6
16. On Nursery House	19	13	8
17. On the Mansion House of Cromarty	1,435	2	9
18. On trenching Lawn and Garden Grounds	145	2	0
19. On Approach to Cromarty House	160	18	4
20. On Stone and Brick Walls of Garden	143	12	9
21. On Porter's Lodge and Gate	110	0	0
22. On Punt and Gamekeeper's House	7	5	0
23. On Cromarty Dog Kennel	39	15	9
24. On miscellaneous	491	6	0
25. On Cromarty Church, Manse, and School House	790	18	4
	£9,103	6	0

Donald Mackay, Factor.

SCHE-

SCHEDULE B. referred to in the foregoing Act.

EXPENDITURE on IMPROVEMENTS by GEORGE WILLIAM HOLMES ROSS Esquire, of Comrarty, the Petitioner, the Heir presently in possession of said Entailed Estate.

	£	*s.*	*d.*
1. On the Farm of Rosefarm	240	4	1
2. On the Farm of Mains	21	16	3
3. On the Farm of Newton	316	4	9
4. On the Farm of Ardeville	125	4	0
5. On the Farm of Whitebog	553	4	11
6. On the Farm of Navity	44	1	9
7. On the Farm of Farnese	354	10	7
8. On Newton Smithy and House	50	3	0
9. On the Colony	12	10	3
10. On the Mansion House of Cromarty	260	14	10
11. On the Larder at Cromarty House	94	0	0
12. On the Porter's Lodge and Gate	185	18	8
13. On the Punt and Gamekeeper's House	51	15	8
14. On Plantations, Drains, Inclosures	783	17	4
15. On Dykes, Fences, &c.	736	3	10
16. On miscellaneous	476	3	11
17. On the Manse of Cromarty	138	11	2
	£4,445	5	0

Donald Mackay, Factor.

SCHEDULE C. referred to in the foregoing Act.

	£	s.
Expenditure contained in Schedule A. - - -	9,103	6
Expenditure contained in Schedule B. - - -	4,445	5
Aggregate Amount -	£13,548	11

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1855.