ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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other Lands in favour of the Heirs whatsoever of the Body of the Duchess and other Heirs substituted to them, 29th October 1766.

from him and all others his Heirs and Assigns, to and in favour of the said *Charlotte* Duchess of *Atholl* Baroness *Strange*, his Wife, only Child surviving and Heir Female of the Body of the deceased *James* Duke of *Atholl*, and the Heirs whatsoever of her Body, without Division, the eldest Daughter always succeeding and excluding Heirs Portioners through the whole Course of the Female Succession in all Time coming; whom failing, to him the said *John* Duke of *Atholl* and the Heirs Male of his Body; whom failing, to *James Murray* Esquire, his immediate younger Brother, and the Heirs Male of his Body; whom failing, to *George Murray* Esquire, his youngest Brother, and the Heirs Male of his Body; whom failing, to *John Murray*, commonly called Lord *John Murray*, youngest Brother then living of the said deceased *James* Duke of *Atholl*, and the Heirs Male of his Body; whom failing, to *John Murray* Esquire, only Son of Lord *Edward Murray*, then deceased, youngest Brother of the said deceased *James* Duke of *Atholl*, and the Heirs Male of his Body; whom failing, to *John* Earl of *Dunmore*, eldest Son of *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to *Charles Murray* Esquire, Second Son of the said *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to *William Murray* Esquire, youngest Son of the said *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to the Heirs Male, if any exist, of the Body of Colonel thereafter General *Thomas Murray*, then deceased, youngest Brother of the said late Earl of *Dunmore*, and the Heirs Male of their Bodies; whom failing, to *David* Lord Viscount of *Stormont*, and the Heirs Male of his Body; whom failing, to *William* then Lord *Mansfield* and the Heirs Male of his Body; whom all failing, to the Heirs and Assigns of the said *James* Duke of *Atholl* whatsoever, always with and under the Reservations, Conditions, Provisions, Limitations, Prohibitions, Clauses irritant and resolutive, and Faculties therein inserted, such as are usual in Deeds of strict Entail according to the Law of *Scotland*, and no otherwise, and which were thereby declared to affect and burden as well the Heirs of the said *James* Duke of *Atholl* in the last Termination as the other Heirs of Entail particularly and generally therein mentioned and described, and that the eldest Heir Female and the Descendants of her Body who should succeed by the said last Termination should exclude all other Heirs Portioners, and succeed without Division through the whole Course of the Female Succession in all Time coming, heritably and irredeemably all and whole the Lands and Lordship of *Balquhidder*, comprehending and containing the particular Towns, Lands, Mills, Fishings, and others respectively under written, *viz.*, the Town and Lands of *Innerlochlarig*, *Easter* and *Wester Drumlick*, *Innercharnock*, *Immereoch*, *Monachallmore*, *Monachall*, *Dischart*, *Craigruie*, *Innerumie*, *Manachalltuarach*, *Gurthra*, *Gartnafuaran Stronslanie*, *Murlaggan*, *Meikle* and *Little Dalnlaggan*, *Stronvar*, *Leanock*, *Innernantie*, *Dalwhippack*, *Craiginlarie*, *Craignirarie*, *Glenbyth*,

Glenbyth, *Camlea*, *Dallveich*, *Glenogle*, *Achra*, *Ardblair*, the Mill of *Stronvar*, the Mill of *Innerchornack*, the Mill of *Carnlea*, and the Mill of *Catter*, and all and sundry other Towns, Lands, Woods, Fishings, as well not named as named, of old pertaining to the said Lordship, with all and sundry the Towers, Fortalices, Mannor Places, Houses, Biggings, Yeards, Orchards, Woods, Mills, Multures, Fishings, Annexis, Connexis, Tenents, Tenendries and Service of Free Tenents, Advocations, Donations, and Rights of Patronage of the whole Benefices and Prebendaries and Chaplainries of the foresaid Lands and Lordships, Outsets, Parts, Pendicles, and Pertinents thereof whatsoever of old united, annexed, and incorporated in a whole and free Lordship, called the Lordship of *Balquhidder*, lying within the Sheriffdom of *Perth*; as also all and whole that House sometime of *James* Earl of *Annandale* in *Falkland*, together with the Privilege of keeping the Park of *Falkland*, with the whole Fees, Benefits, and Casualties belonging thereto, lying within the Sheriffdom of *Fife;* and all and sundry the Lands, Offices, and others underwritten, *viz.*, all and whole the Ground of the ruinous Castle called the Castle Steed of *Falkland*, with the Mannor Place, Mansion Houses, Biggings, and Yeards built by the deceased *David* Lord *Scoon*, with the Greens, Wastes, and Woods adjacent to the said Castle Steed and Pertinents thereof; all and whole that Ground and Land now made in a Yeard upon which the House, Loft, Stable, and Yeard of umquhile *James Aitkine* were built and situated, together with the Yeard now built thereupon and upon the Waste Ground adjacent thereto, now surrounded with Walls and Dykes; which Lands, Mansion Houses, Biggings, Yeards, Greens, Wastes, Woods, and others above written lye together and contiguous to the Burgh of *Falkland*, *viz.*, between the King's Stable in *Falkland* on the North, the King's Walls and Yeard of *Falkland* on the South, the Common Passage on the East, and the Burn of *Mospie* on the West Parts; and all and whole that Piece of Land of *Darnoe*, with Houses, Biggings, Yeards, Pasturages, and Pertinents thereof, lying contiguous upon the East Part of the East Meadow of the Wood of *Falkland*, all lying within the Parish of *Falkland*, late Stewartry and Sheriffdom of *Fife;* and all and whole the Office of Constabulary and Captainship and keeping of the Palace of *Falkland*, with the whole Houses, Biggings, Yeards, Orchards, Greens, and others belonging thereto, together with Five Chalders of Barley and Five Chalders of Oats, to be uplifted out of the readiest Feu Farm Duties of the Towns and Lands of *Newtown* of *Falkland*, and *Freuchie*, as the Fee for administrating of the Office of Constabulary Captainship, keeping and upholding of the said Palace free of Wind and Water, *viz.*, in Slates, Glass, Beams, and Keys only; and all and whole the Office of Forester of the Park, Woods, Glens, Meadows, and Hainings of *Falkland*, with the whole Privileges, Liberties, Pasturages, Fees, and Advantages belonging thereto, and especially the Keeping and Pasturage of Six

Mares,

Mares, with their Followers, within the whole Bounds of the said Park and Wood, and Pasturage of all other Cattle and Beasts within the Bounds of the Eastwood conform to Use and Wont, together with the whole fallen Timber of the said Park and Woods, and with the Bark, Branches, Length of the Shaft of the Wood of the whole Timber within the said Park, together with a Chalder of Barley and Two Chalders of Oats yearly to be uplifted and taken out of the said Feu Farm Duties of the said Lands and Towns of *Newtown* and *Freuchie*, and likewise with Power to range the Lomonds and whole Bounds thereof, with all the Fees, Privileges, and Advantages belonging to the same; all and sundry the Towns and Lands of *Tullybardine*, with the Mill, Miln Lands, Multures, and Sequels belonging to the said Mill, with the Tower and Fortalice thereof, the Town and Lands of *Blairingone* with the Mannor-place thereof, together with the Coal and Coalheughs of *Blairingone* Coalhill, Colliers' Houses, and other Houses built thereon with free Ish and Entry thereto, and whole Privileges, Parts, Pendicles, and Pertinents belonging to the same, together with all and sundry Mills, Multures, Fishings, as well of Salmon as other Fishes, Aqueducts, Burns, Parks, and Enclosures, Tenants, Tenandries, and Service of Free Tenents, Advocation, Donation, and Right of Patronage of the Chaplainries of *Kildees* and *Tulliebardine*, and of all other Kirks and Chaplainries of the foresaid Lands, with the Pertinents and the Town and Lands of *Drumdovan*, *Clow*, *Glenquey*, *Whiterig*, *Coulsknow*, *Myrehaugh*, *Fanny-hills*, *Downhills*, with the Woods thereof, *Borlands*, *Pitvars*, with the Woods thereof, *Gartwhinzeans*, *Solsgirth*, together with the Superiority of the Lands of *Newraw*, and of the Lands of *Culterannich*, with the Mills, Multures, Woods, Fishings, Forests, Outsets, Parts, Pendicles, Tenants, Tenandries, and Service of Free Tenants, Advocation, Donation, and Right of Patronage of the whole Kirks and Chaplainries of all and sundry the foresaid Lands, with the Pertinents lying within the Sheriffdom of *Perth* foresaid; all and sundry the Lands of *Wester Tomnaknock*, with the Meadows, Greens, Woods thereof; and that Tenement of Land, Yeard, and Croft of Land lying on the South Side of the Town of *Ochterardour*, bounded betwixt the Lands of umquhile *Henry Drummond* of *Balloc* on the East Part, the Burn of *Lochlays* on the South, the Lands of *Patrick Grahame* on the West, and the King's Highway on the North Parts, and all and sundry Parts, Pendicles, Annexis, Connexis, Tenants, Tenandries, and Service of free Tenants, Advocation, Donation, and Right of Patronage of all the Kirks of the said Lands, with the Pertinents lying within the Stewartry of *Strathern* and Sheriffdom of *Perth* aforesaid; and all and whole the Town and Lands of *Muckcroft* and Kirklands of *Kinkell*, with all and sundry Houses, Buildings, Yeards, Orchards, Parts, Pendicles, and Pertinents of the said Lands respectively, lying within the Barony of *Cardeney* and Sheriffdom foresaid; all and whole the Ten Merk Land of *Pitvars* and *Solsgirth*, and Five Pound Land on the West Side of the Lands

of

of *Finchell*, with the Pertinents lying within the Sheriffdom foresaid, and which Lands of *Blairingone*, *Clow*, *Glenquey*, *Whiteriggs*, *Coulsknow*, *Myrehaugh*, *Fannyhills*, *Borlands*, *Gartwhinzeans*, and *Solsgirth*, with the Pertinents thereof, are commonly called *Ochills*; with the whole Mines and Minerals of Gold, Silver, and other Metals and Minerals, Coals, Coalheughs, Lime Quarrys, and Limestone whatsoever that already are or hereafter shall be found within the Bounds of the foresaid whole Lands, with the Pertinents either Property or Superiority belonging to the said *John* Third Duke of *Atholl*, whether by virtue of any Right and Gift granted to his Grandfather by King *William*, under the Great Seal of *Scotland*, or by virtue of any other Right whatsoever, with all Right, Title, and Interest which he had or might anywise claim to the Teinds, Parsonage, and Vicarage of the said whole Lands and others above written, with the Pertinents thereof; and sicklike all and whole the Lands and Lordship of *Nairne*, formerly called the Lands, Barony, and Estate of *Strathurd* and *Stanley*, comprehending as follows, *viz.*, all and whole the Lands and Lordship of *Nairne*, with the Woods and Planting thereto belonging, lying within the Parishes of *Ochtergaven*, *Redgorton*, and *Monydie*, the Lands and Barony of *Stanley*, with the Fishings on the River of *Tay* belonging to the same, lying within the Parishes of *Ochtergaven*, *Rogorton*, and *Kinclaven*, together with the free Teinds of the Lands in the Parish of *Kinclaven*, the Lands of *Logybride*, the Lands of *Hardhaugh*, *Priestown*, *Shadow* Half of *Cowfoord*, and the Lands of *Ardblea* in the Parish of *Ochtergaven*, all lying in the Shire of *Perth*, which Lands generally above described comprehend the several Farms, Mailings, Baronys, Burgh of Barony Lands, Fishings, Teinds, and others more particularly described in the originall Rights and Infeftments of the same, as follows, *viz.*, all and whole the Lands and Barony of *Strathurd*, comprehending all and sundry the Towns, Lands, Fishings, Teinds, and others respectively after mentioned, *viz.*, all and sundry the Lands of *Balbrogie*, *Lethem*, Hole of *Strathurd*, *Cowfoord*, *Blylack*, *Gourdieshill*, and Hill of *Kinglands*, otherwise called *Grigorstoun*, *Easter Kinglands*, *Drumquhar*, *Cockerstoun*, *Wester Kinglands*, and *Shanvall*, together with the whole Litter from *Craigrieth* on the South to the Loch of the Litter lying towards the North-west at the End of the Litter, and with both Sides of the said Litter, commonly called the Face and Back of the said Litter, between the Water of *Corodie* and the Burn of *Shuhell* on the South, as Parts and Pertinents of the said Lands, Manor Place of *Strathurd*, with the Pendicles thereof, *viz.*, *Wyndiehead* alias *Wyndiedge*, *Meikle Hilltown*, *Little Hilltown*, *Gallowhill*, *Whiteknows*, and *Neilshaugh*, with the Tower, Fortalice, and Manor Place of *Strathurd*, Yeards, Dovecoats, Parts, Pendicles, and whole Pertinents thereof whatsoever, the Town and Lands of *Loak*, Mill and Miln Lands, Multures, and Sequels of the same, the Mannor of *Ochtergaven*, with the Manor Place, Yards, Orchards, Parts, Pendicles, and Pertinents of the whole Lands foresaid whatsoever,

whatsoever, the Third Part of the Mill of *Ochtergaven*, the East Half of *Priestown* of *Auchtergaven*, the Lands of *Ardonachie*, *Ardblea*, and *Bannerhill*, with the Parts, Pendicles, and Pertinents of the same whatsoever, all lying within the Sheriffdom of *Perth*, which Lands of *Ochtergaven* and *Ardonachie* are bounded, meithed, and marched from the Lands of *Murthly* and *Airntilly*, which belonged to the deceased Sir *Thomas Stewart* of *Grandtilly* and *John Stewart* his Son, conform to a Decreet of Molestation and Declarator at the Instance of Sir *Robert Nairne* before the Lords of Council and Session against the said Sir *Thomas* and *John Stewarts*, dated the last Day of *July* One thousand six hundred and seventy-five Years, which Bounds and Marches are as follows, *viz.*, by the Market Gate or Highway that leads from the Burgh of *Perth* to the City of *Dunkeld*, the said Lands and Barony of *Ochtergaven* going upon the West Side of the Highway Northward to a Stone upon the Brow of *Birniehill*, and which Stone and Highway divides the said Lands of *Ochtergaven* from the said Lands at *Murthlie*, and from thence leading Eastward to the Thorn upon *Drumwhinnie* Strath, which is the Head of the *Gellie*, and so Eastward from the Thorn to the Cloven Stone, and frae the said Cloven Stone alongst the Highway or Market Gate Southward to the Foord of *Gellie*, and from the Foord of *Gellie* to the Well of *Buchmenem*, and from the said Well leading South-west to a March Stone in the *Gutters Slack*, and from the said March Stone Southward by the Brow of *Glenalberts* to the Head Dykes of *Airntilly*, and from the said Head Dykes of *Airntilly* to the March Stones in the Loan of *Ardblea*; together with the Teind Sheaves, Fruits, Rents, and Profits of the Kirk of the Parochine of *Rogorton*, lying within the Diocese of *Dunkeld*, all formerly united into a Barony called the Barony of *Strathurd*, excepting therefrom the Teind Sheaves, Fruits, Rents, and Emoluments of the Parish Kirk of *Rogorton*, as far as concerns or may be extended to the Land of *Luncarty* and the Lands of *Rogorton*, which Teinds were disponed by *Margaret*, Lady Dowager of *Nairne*, with Consent of *John Nairne* her Son, to *John Graeme* of *Balgowan*, conform to a Disposition dated the Twenty-sixth Day of *October* One thousand seven hundred and thirty-four, registrate in the Books of Session the Seventh Day of *January* One thousand seven hundred and fifty-four Years; by which Disposition they likewise disponed to the said *John Graeme* the Town and Lands of *Rogerton Blackhall*, together with the Salmon Fishing on the Water of *Tay* belonging thereto, and the Town and Lands of *Pitlandie*, which Lands so disponed were proper Parts and Portions of the said Lordship and Barony of *Strathurd*, commonly called *Nairne*; and sicklike all and whole the Burgh of Barony of *Ochtergaven*, with full Power of making, creating, electing, and constituting Baillies, Clerks, Serjeants, Officers, Dempsters, and other Officers of the said Burgh of *Ochtergaven* requisite and necessary for the Direction and Government of the said Burgh and Inhabitants

of

of the same, and of making and creating Burgesses according to Use and Wont, and with special and full Power to the Burgesses of the said Burgh of buying, selling, and using Goods and other Merchandizes, and of packing and peeling, and of making and enjoying all other Immunitys, Libertys, Privileges whatsoever in the same Manner and as freely as any other Burgh of Barony in the Kingdom; and likewise with special Power of keeping, having, admitting, and receiving into the said Burgh of *Ochtergaven* Baxters, Maltsters, Brewers, Fleshers, Smiths, Shoemakers, Wrights, Dyers, Weavers, Tailors, Tanners, and all other Merchants and Artificers whatsoever, and of extending the Bounds and Limits of the Burgh, of adding and building Houses for the Enlargement of the said Burgh upon all Quarters of the same in any of the Limits of the foresaid Lands, and of erecting and building a Market Cross, with a Town House and Prison, and all other Things necessary in the said Burgh; and likewise of having and holding in the said Burgh of *Ochtergaven* a Weekly Market, with Two free Fairs yearly, to be held upon the Seventh Day of *October*, and the other to be held upon the Fourth Day of *November* in all Time coming, and of collecting and receiving the Tolls and Customs of the said Fairs and Weekly Markets, and applying the same to their proper Use, and of doing every other Thing requisite and necessary, and with all other Libertys, Immunitys, Easements, and Privileges whatsoever, in the same Way and as freely in all respects as any other Burgh of Barony within the Kingdom is in use to enjoy, or which by virtue of the Rights and Infeftments in any Time past might in Time to come be enjoyed; and sicklike all and sundry the Lands of *Jackstoun*, *Logybride*, *Blylock*, *Rashyley*, *Leedmore*, *Ballmacollie*, with the Mill, Miln Lands, Multures, and Sequels thereof, the Lands of *Inchtruivy*, with the Tower and Fortalice called *Blockhouse*, Manor Place of *Inchtruivy*, together with the Wood and Salmon Fishings of the same upon the Water of *Tay*, with the Muirs, Mosses, Meadows, and remanent Pertinents thereof lying in *Wester Stormont*, late Regality of *Dunfermline* and Sheriffdom of *Perth*, as also all and whole those Three Towns and Lands of *Benchills* commonly called the *Over*, *Middle*, and *Nether Benchills*, with the Mill, Miln Lands, Multures, and Sequels thereof, together with the Towers, Fortalices, Mannor Places, Houses, Biggings, Yeards, Orchards, Tofts, Crofts, Commontys, Mosses, Muirs, Meadows, Annexis, Connexis, Dependancies, Tenants, Tenandries, and Service of Free Tenents, Parts, Pendicles, and Pertinents of the same, of old lying in the Barony of *Kinnoul* and Sheriffdom of *Perth*, together with the Salmon Fishing and other Fishings within the Bounds of the said Lands of *Over*, *Middle*, and *Nether Benchells*, with the Pertinents, all which were united, annexed, erected, and incorporated into an entire and free Barony, called the Barony of *Nairne*, conform to a Charter under the Great Seal in favour of Sir *Robert Nairne* of *Struthurd* and the Heirs Male of his Body;

which

which failing, to *Margaret* Lady *Nairne* and other Substitutes therein mentioned, dated the Twenty-seventh Day of *January* One thousand six hundred and eighty-one Years; and sicklike all and whole the Lands and Barony of *Muckersie*, with the Mill thereof, Oak Woods and other Woods growing upon the said Lands, with the Salmon Fishing upon the Water of *Tay* pertaining to the said Lands, with the Mannor Place, Houses, Biggings, Yeards, Orchards, Muirs, Marishes, Annexis, Connexis, Parts, Pendicles, and Pertinents thereof whatsoever, all lying within the Lordship of *Dunkeld* and Shire of *Perth*, reserving to those having right to the same such Parts and Portions of the said Lands and Barony of *Muckersie* as had either been sold off prior to the Attainder of *John Nairne* Esquire, or were not contained in the Survey of his Estate made and reported to the Barons of Exchequer, and recorded in the Books appointed to be kept for that Purpose; and in like Manner all and whole the Lands of *Hardhaugh* and *Shirrieshill*, with the Multures, Sucken, Sequels, and Knaveship thereof, and all and whole the Waulkmill thereof, together with all Right which the said *John Nairne* had or could pretend to the Teinds of the said Lands and others above written, and as possessed by the said *John Nairne* or *Margaret* Lady Dowager of *Nairne* and their Tenents and Possessors thereof, together with all Right, Title, or Interest which he had or could pretend to the Lands and Estates therein disponed, or to any Part or Portion thereof in time coming: And whereas *John* Fourth Duke of *Atholl*, eldest Son and Heir of the said *John* Third Duke of *Atholl*, by Disposition and Deed of Entail, dated the Sixteenth Day of *November* One thousand eight hundred and ten, and registered in the Register of Tailzies the Twenty-fifth Day of *January* One thousand eight hundred and twelve, and in the Books of Council and Session at *Edinburgh* the Seventh Day of *July* One thousand eight hundred and forty-one, in Implement of the Contract of Marriage therein mentioned and referred to, gave, granted, and disponed, from him and his Heirs and Successors whomsoever, to and in favour of himself in Liferent, for his Liferent Use allenarly, and to the Right Honourable *James Murray* commonly called Lord *James Murray*, his Second Son, in Fee; whom failing, to the Heirs Male of the said Lord *James Murray's* Marriage with the Right Honourable Lady *Emily Percy*, youngest Daughter of *Hugh* Duke of *Northumberland;* whom failing, to the Heirs Male of any subsequent Marriage of the said Lord *James Murray;* whom failing, to the Right Honourable *Charles Murray*, commonly called Lord *Charles Murray*, his Third Son and only Child then in Life of his the said Duke's then Marriage, and the Heirs Male of the Body of the said Lord *Charles Murray;* whom failing, to the Heirs Male of his the said Duke's Body to be procreated of his then or any future Marriage; whom failing, to the Heirs Male of the Body of *John* First Duke of *Atholl*, his Great Grandfather; whom failing, to the

Deed of Entail by John 4th Duke of Atholl of the Estate of Blair in favour of Lord James Murray his Second Son and Heirs Male, dated 16th November 1810.

the Heirs Male of the Body of *John* Marquess of *Atholl*, Father of the said *John* First Duke of *Atholl;* whom failing, to the Heirs Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Duke of *Atholl;* whom failing, to the Heirs Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Marquess of *Atholl;* whom failing, to the Heirs Male or Female who should be entitled to and should inherit and bear the Title and Dignity of Earl or Countess of *Atholl;* whom all failing, to his the said Duke's nearest and lawful Heirs whatsoever, the eldest Heir Female always succeeding without Division, and excluding Heirs Portioners; and it was thereby declared that the Heir in the last Termination above written should be as much subject as any of the prior Heirs of Entail to the whole of the Reservations, Conditions, Limitations, and Clauses of whatever Description therein contained heritably and irredeemably; all and whole that Part of the Earldom of *Atholl* and the Lands of the said Earldom, and all Lands belonging to him, whether comprehended in the said Earldom or not, which lie and are situated above or on the North of the Pass called *Killiecrankie*, between the Water of *Tummel* on the South, and the Marches of the Shires of *Inverness* and *Aberdeen* on the West, North, and East, and particularly without Prejudice of the foresaid Generality the said Earldom of *Atholl*, and whole Lands thereof so far as situated above or on the North of the said Pass of *Killiecrankie*, with the Pertinents, the Castle and Fortalice of *Blair*, with the free Forestry of *Benchrombie*, and all other free Forestries of the said Earldom North of the said Pass of *Killiecrankie*, the Office of Forester, and Privileges of the same, the Mills built and to be built within and upon the Bounds of the Part of the said Earldom before disponed, with the Pendicles and Pertinents, together with the whole Multures, Sequels, and Commodities of the said Mills, and Woods, Forestries, Fishings, as well Salmon as other Fishings, Annexis, Connexis, Dependencies, Tenants, Tenandries, and Services of free Tenants, Privileges, Liberties, and Commodities of the said Part of the said Earldom, and Lands thereof whatsoever, with the Advocation, Donation, and Right of Patronage of all and sundry the Kirks, Chaplainries, Altarages, and Privileges of the same, and more particularly the Lands following of the said Earldom, *viz.*, all and whole the Forty Shilling Land of old Extent of *Lambtown*, commonly called in the *Irish* Language *Ballowan*, with the Sheallings of *Riedorachbeg* and *Rienachakaroch*, of which the Dominium utile or Property had been feued out by his Predecessors, and was reacquired by his Father *John* then the last Duke of *Atholl* from *Patrick Macglashan*, sometime Vintner at *Blair;* the Lands of *Auchleanie;* all and whole the Lands of *Glenfernate*, with the Manor House, Grazings, and Sheallings of the same, with all and sundry other Parts, Pendicles, and Pertinents thereof lying within the said Earldom of *Atholl* as the said Lands

are more particularly bounded and described in the Rights and Infeftments of the same, of which the Dominium utile or Property had been feued out by his Predecessors, and was purchased and reacquired by him at a judicial Sale of the Estate of *John Robertson* of *Straloch*, to whom the same formerly belonged, holden in feu of him; the Shealling at the Head of *Glenfernate* formerly possessed by the Tenants of *Strathgroy* and others; all and whole the Forty Shilling Land of *Urquhilbeg*, the Lands of *Tomgowlach* extending to a Two Merk and an Half Merk Land, with the Pendicles, Fishings, Woods, Outsets, and Pertinents thereof, with the Mill of *Auldclune* and Mill Lands thereof, together with the whole Sequels and Services thereof used and wont, payable furth of the Fourteen Merk Land of *Urquhilmore*, and of the said Forty Shilling Land of *Urquhilbeg*, Parts, Pendicles, and Pertinents of the same, and of the said Two and a Half Merk Land of *Tomgoulach*, and of the Twelve Merk Land of *Clunemore* and *Clunebeg*, and of the Four Merk Land of *Dauchinlealas* and Eight Merk Land of *Leavishmore* and *Leavishbeg*, as also the Sequels and Services of the Lands of *Strathgarry* used and wont, without any Multure, excepting always that Pendicle of Land sometime occupied by *William Burgh* lying on the West Side of the Mill Burn of *Auldclune*, extending to a Forty Penny Land lying within the Earldom of *Atholl* and Sheriffdom of *Perth*, as also all and whole the Lands and Grazings of *Edintown* in *Glengarry* following, *viz.*, from the Foot of *Edintown*, where it runs into the *Garry*, to the Marshes of *Rienastalkerin*, including the Bounds of *Cullichen* and *Leadnacklewan*, to a Round Know on the North Side of *Edintown* over against the East End of *Rienaheip*, and from the said Round or Black Know, in a direct Line to the Top of *Stronagess*, as the same is circumscribed by March Stones set therein; and sicklike, a Right of Commonty and common Pasturage, with the Grazings and Sheallings of *Stronphatrick* and *Badnabeast* feued out to *Orrat* and *Bonskeid*, over those Parts of the Grazings of *Edintown* following, *viz.*, over all the other Side, as Wind and Weather, shears and divides, and above *Kewchanhomaesk* of the *Camchorry* to the Marches of *Badenoch*, and to *Shandichs* Marches, and which Commonty is also to be distinguished by March Stones to be set betwixt it and the Properties aforesaid, all lying the said Grazings in *Glengarry*, within the united Parishes of *Blair* and *Strowan*, late Regality of *Atholl* and Sheriffdom of *Perth*, of which Lands of *Urquhilbeg* and others last before described the Dominium utile or Property had been feud out by his Predecessors, and was reacquired by him from *Henry Butter* of *Pitlochrie*, who acquired the same from the Heir of *Daniel McDuff*, Merchant in *Dunkeld;* the Lands of *Clunemore* and *Clunebeg*, and Two *Leavishes* or *Leavishmore* and *Leavishbeg*, and *Dauchinlealas*, now commonly called *Clune* and *Strathgroy;* the Lands of *Pitdornie*, South of the Water of *Garry;* all and whole the Lands and Estate of *Kincraigie*, *viz.*, the Two Merk Land of *Mualichmore* and Eight Shilling Land

Land of *Moniemeanach*, with Houses, Biggings, Yards, Tofts, Crofts, Grazings, Sheallings, Outsets, and Pertinents whatsoever thereto belonging, with the Woods growing and to grow upon the same; and sicklike the Lands of *Mualichbeg*, Houses, Biggings, Yards, Tofts, Crofts, Grazings, Sheallings, Parts, and Pertinents of the same, with the Privilege of casting of Peats, Fuel, Feal, and Divot in and from the Commonty of *Tirinie;* as also all and haill the Lands of *Kincraigie*, with that Part of Lands of *Tirinie* sometime possessed by *Angus McIntosh* and his Sub-tenants, and the Mill of *Tirinie*, Mill Lands, Multures, Knaveships, and Services of the said Lands of *Tirinie*, *Mualichbeg*, *Kincraigie*, *Toldownie*, and *Alehouse Croft*, and with the Knaveship and Services of all the Lands of *Glentilt*, except the Lands of *Tulloch*, *Invervack*, *Blairwachter*, *Drunnacroich*, *Toldamph*, and *Gaultscroft*, with all and sundry Houses, Biggings, Outsets, Tofts, Crofts, Parts, Pendicles, Yards, Grazings, Sheallings, Woods, and other Parts and Pertinents whatsoever, belonging to the said Mill and Lands, together with the Pendicles of the foresaid whole Lands, and Mill, and more particularly the Pendicles of *Tomnaculag*, *Tomnaguy*, *Tomnabrack*, and *Breakoch*, together also with the Salmon and other Fishings pertaining to the said Lands and others, all lying in the Parish of *Blair*, old Regality of *Atholl* and Shire of *Perth*, of which Lands and Estate of *Kincraigie* before described the Dominium utile or Property had been feued out by his Predecessors, and was reacquired by *James* Duke of *Atholl*, his Grandfather, from *Donald Robertson* of *Kincraigie;* the Lands of *Tirinie*, *Little Lude*, and *Breakochs;* all and whole the Lands and Glen of *Glentilt* on both Sides of the Water of *Tilt*, comprehending, particularly without Prejudice of the said Generality, the Towns and Lands of *Auchagowal* and *Inchgrenich*, *Dalginross*, *Drumnabeachan*, *Fassacharie*, *Pittinacie*, *Campsie*, and *Croftmore*, with all Parts and Pertinents thereto belonging; all and whole the Lands of *Invervack* and *Tulloch*, the Lands of *Blairwachter*, now commonly called the *New Farm*, the Lands of *Toldamph*, the Lands of the Two *Bohespicks*, *Easter Grenich*, *Portantress*, and *Loch Tummel* and Island thereof; and all the Lands of the said Earldom lying in *Strathtummel;* all and whole the Lands of *Dallintaurany*, *Tomickledonich*, and *Dalurich* in *Glengarry*, bounded by *Auchleanie* on the East, the Brae of *Gavinbruick* on the West, the Lands of *Auchleeks* on the South, and the Water of the *Garry* on the North; as also the Lands of *Dalnamoon* or *Dalnamein*, *Dalnacardoch*, Public House or Inn thereof, Office, Houses, and Pertinents, bounded by the Water of *Edintown* on the West, the Water of *Eander* on the East, the Water of *Garry* on the South, and the Marches of the Sheallings of *Badnabeast* and *Aldinnassevie* on the North, with the Houses, Biggings, Yards, Mossés, Muirs, Meadows, Woods, Fishings, Grazings, Sheallings, Commonties, Common Pasturages, and haill Parts, Pendicles, and Pertinents thereto belonging, all lying within

within the united Parishes of *Blair* and *Strowan*, Regality and ancient Earldom of *Atholl* and Sheriffdom of *Perth*; and sicklike the Grounds and Grasings in the Head of *Glengarry* sometime possessed by *Duncan Robertson* of *Auchleeks*, bounded by the Burn of *Corriemackshie* on the South, the Marches of the Forest of *Badenoch* on the North, by the Water of *Garry* on the South, also by *Lochgarry* on the East by the Marches with Sir *Robert Menzies* at *Aldessan*, on the South also to the Westward of *Lochgarry* by the Tops of the Hills as Wind and Weather divides with Sir *Robert Menzies*, and as Wind and Weather divides on the Tops of the Hills between the said Grazing and the Camchory of *Edintoun* on the North, with Parts, Pendicles, and Pertinents thereof, and the House thereon called *Dalnaspidel*, all lying within the said Parishes of *Blair* and *Strowan*, Regality, Earldom, and Shire aforesaid; together with the Teinds, both Parsonage and Vicarage, of the said Lands, grasing and others, before mentioned, so far as he had right thereto, acquired by him from Colonel *John Macdonell* of *Lochgarry*; all and whole the Lands of *Glenerichtie*, the Lands of *Blairfettie*, *Auchlericks* alias *Auchleeks*, *Dalchaldicks*, and *Dalnichenoch* and *Trindfarrie* alias *Trinafour*, *Kirktown* of *Strowan*, with the Mills and Multures thereof, the Alehouse, Croft, and Salmon Fishing upon the Linn of *Strowan*, all lying within the Parishes of *Blair* and *Strowan*, with the Advocation, Donation, and Right of Patronage of the Church of *Strowan*; all and whole the Towns and Lands of *Shierglass Easter* and *Wester* and Crofts thereof, and *Strathgarry*; and further, all and whole the Lands and Barony of *Lude*, comprehending the particular Lands, Towns, Manor Places, Houses, Biggings, Yards, Orchards, Tenants, Tenendries, and Services of Free Tenants, Parts, Pendicles, and Pertinents, all the foresaid Lands before described lying within the Sheriffdom of *Perth* foresaid, and composing and comprehended within that Part of the Earldom of *Atholl* generally therein disponed; and lastly, all and whole these Parts and Portions after specified of the Lands, Barony, and Estate of *Faskally*, *viz.*, the Town and Lands of *Calvine*, the Town and Lands of *Edindowlas*, the Town and Lands of *Dalreoch*, the Town and Lands of *Crombruch*, the Town and Lands of *Bruchriach*, the Town and Lands of *Craig*, the Town and Lands of *Tomnasallan*, the Town and Lands of *Clunes*, the Town and Lands of *Shenvail*, the Town and Lands of *Pittagowan*, the Town and Lands of *Calbruar*, the Town and Lands of *Tomnacuag*, the Town and Lands of *Pittaldonich*, the Town and Lands of *Kindrochit*, the Town and Lands of *Dalvageldie*, and lastly, the Mill of *Bruar*, with the Multures, Sequels, and Knaveships thereof, all lying within the Sheriffdom of *Perth*, with the whole Parts, Pendicles, and Pertinents of the said Lands and Mill, which were acquired from *George Robertson* of *Faskally* by *John* Duke of *Atholl*, his Father, together with all Right, Title, and Interest whatsoever, which he, his Predecessors or Authors, had or could anyways claim or pretend to the

the said Part of the said Earldom, Lands, and others therein disponed, or any Part thereof, but with and under the several Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations, and Reservations therein contained, and constituting a strict Entail of the said Lands and others according to the Law of *Scotland:* And whereas an Act was passed in the Fifty-sixth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for settling and securing the Lands and Estates of* Wester Kinnaird, Drumnacarff, Craignuisk, Portinsock, Balnaguard, Balnavert, *and* Wester *and* Easter Logierait *and* Killiechangie, *and other Hereditaments in the County of* Perth, *to and in favour of* John *Duke of* Atholl *and the Series of Heirs entitled to take by a certain Deed of Entail made by* John *late Duke of* Atholl, *under the Conditions and Limitations contained in the said Deed, and in lieu thereof for vesting certain Parts of the Estates entailed by the said* John *late Duke of* Atholl, *lying in the said County, in the said* John *Duke of* Atholl *and his Heirs and Assigns in Fee Simple*, whereby upon a Narrative that the Lands of *Wester Kinnaird* and others therein described, belonging to the said *John* Fourth Duke of *Atholl* in Fee Simple, adjoined each other, and were situated near the Centre of the ancient and modern chief Estates, and in the intermediate Districts of Country between his Castle or Manor Places of *Blair* and *Dunkeld*, the usual Places of Residence of his Family, and that it would be advantageous for the said Duke and the subsequent Heirs entitled to succeed to and to take the said Estates which were entailed by the said late *John* Third Duke of *Atholl* that the said Lands and Estates of *Tulliebardine* and others lying discontiguously in another District of the Country, and at a great Distance from the Mansion Houses and Family Residences, as well as from the whole of the other entailed Estates, should be exchanged for the said Lands and Heritages belonging to the said *John* Fourth Duke in Fee Simple, Power was given to the said Duke, on Application to the Court of Session, to make an Entail of the said Fee Simple Lands of *Wester Kinnaird* and others in favour of the said Duke and other Heirs of Entail entitled to take under the said recited Deed of Entail executed by the said *John* Third Duke of *Atholl*, under all the Provisions, Conditions, Declarations, Limitations, Clauses irritant and resolutive contained in the said Deed of Entail; whereupon and upon the recording of the Deed of Entail so to be executed, obtaining a Charter or Charters thereupon, and taking Infeftment upon such Charter or Charters, and recording such Infeftment, and having the Authority of the said Court interponed thereto, the said Parts of the said entailed Estates of the said *John* Third Duke of *Atholl* as described in Schedules annexed to the said Act should be thereby vested in and settled upon the said *John* Fourth Duke of *Atholl* and his Heirs and Assigns in Fee Simple: And whereas the said *John* Fourth Duke of *Atholl* having, upon Petition, in Terms of the said recited Act, obtained the

56 G. 3. c. 63.

Deed of Entail by John 4th Duke of

Atholl of the Lands of Wester Kinnaird, &c., of 4th December 1816, in favour of the Heirs of Entail under the first-recited Deed of Entail, 1766.

the Authority of the said Court of Session thereto, did, upon the Fourth Day of *December* One thousand eight hundred and sixteen, execute a Disposition and Deed of Entail, which is registered in the Register of Tailzies the Eleventh Day of *December* in the same Year, whereby he gave, granted, and disponed from him and his Heirs and Successors whomsoever to and in favour of himself and the Heirs whatsoever of his Body; whom failing, to the other Heirs whatsoever of the Body of the said *Charlotte* Duchess of *Atholl* Baroness *Strange*, his Mother, without Division, the eldest Daughter always succeeding, and excluding Heirs Portioners, through the whole Course of the Female Succession in all Time coming; whom failing, to the Heirs Male of the Body of the said *John* Third Duke of *Atholl*, his Father; whom failing, to the said *James Murray* Esquire, his immediate younger Brother, and the Heirs Male of his Body; whom failing, to the said *George Murray* Esquire, his youngest Brother, and the Heirs Male of his Body; whom failing, to the said *John Murray*, commonly called Lord *John Murray*, youngest Brother living at the Date of the foresaid Deed of Entail made by his said Father, of the said *James* late Duke of *Atholl*, and the Heirs Male of his Body; whom failing, to the said *John Murray* Esquire, only Son of the said Lord *Edward Murray* then deceased, youngest Brother of the said *James* Duke of *Atholl*, and the Heirs Male of his Body; whom failing, to the said *John* Earl of *Dunmore*, eldest Son of the said *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to the said *Charles Murray* Esquire, Second Son of the said *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to the said *William Murray* Esquire, youngest Son of the said *William* Earl of *Dunmore*, and the Heirs Male of his Body; whom failing, to the Heirs Male, if any existed, of the Body of the said General *Thomas Murray*, youngest Brother of the said *William* Earl of *Dunmore*, and the Heirs Male of their Bodies; whom failing, to the said *David* Lord Viscount of *Stormont* and the Heirs Male of his Body; whom failing, to the said *William* Lord *Mansfield* and the Heirs Male of his Body; whom all failing, to the Heirs and Assigns of the said *James* Duke of *Atholl* whatsoever, always with and under the Reservations, Conditions, Provisions, Limitations, Prohibitions, Clauses irritant and resolutive, and Faculties therein inserted, and no otherwise, and which were thereby declared to affect and burden as well the Heirs of the said *James* Duke of *Atholl* in the last Termination as the other Heirs of Entail particularly and generally above mentioned and described, preferred to them in the Succession by the Destination therein specified, and the eldest Heir Female and the Descendants of her Body who should succeed by the last Termination, excluding all other Heirs Portioners, and succeeding always without Division through the whole Course of the Female Succession in all Time coming heritably and irredeemably; all and whole the Half of the Lands of *Wester Kinnaird*, and a yearly Duty of Twenty Shillings *Scots*,

Scots, to be uplifted at Two Terms in the Year, *viz.*, the Feasts of *Whitsunday* and *Martinmas*, by equal Portions, out of the rest of the Lands of *Kinnaird* lying within the Bounds of *Atholl*, and sometime within the Barony of *Gormock*, but now, by Annexation, within the Barony of *Ardblair*, which Half of the Lands of *Wester Kinnaird* were, prior to the Consolidation of the Right of Property with the Right of Superiority thereof in the Person of *James* Duke of *Atholl*, his Grandfather, described in the Rights and Title Deeds of the Vassals therein as follows, *viz.*, all and haill the Half of the said Town and Lands of *Wester Kinnaird*, commonly called *Balmackneill* and *Newton* thereof, with the Miln, Miln Lands, Multures, Sucken and Sequels, together with the Passage Boats and Privilege of the Ferry on both Sides of the Water of *Tay*, belonging to the Half of the said Town and Lands of *Balmackneill*, together with all and sundry Houses, Biggings, Yards, Woods, Fishings, as well Salmon Fishings as other Fishings, Grazings, Sheallings, Mosses, Muirs, Meadows, Tofts, Crofts, Outsetts, Insetts, and haill Parts, Pendicles, and Pertinents of the same, lying within the Parish of *Little Dunkeld* and Sheriffdom of *Perth*; as also all and haill the other Half of the said Town and Lands of *Wester Kinnaird*, commonly called *Balmackneill*, with the Woods, Fishings, and haill Privileges and Pertinents of the said Half of the said Lands lying within the said Parish of *Little Dunkeld* and Sheriffdom of *Perth* foresaid, which last-mentioned Half of the said Lands of *Wester Kinnaird* was held by the said Duke of the Heirs and Successors of the Honourable *James Wemyss* of *Wemyss* as his Superiors thereof, with all Right he the said Duke had or could pretend to the Teinds, Parsonage, and Vicarage of the said Town and Lands of *Wester Kinnaird*; as also all and whole the Lands of *Wester Craigenlesick* alias *Craiganusk*, with the Parts, Pendicles, Outsetts, Insetts, Woods, Fishings, and Pertinents belonging to the same; all and whole the Lands of *Drumnacarff*, the Lands of *Stroncrombie*, which are a Two Merk Land of the Ten Merk Lands of the Port of *Loch Tay*, with the Coble and Coble Croft of the same, Mills, Multures, and Sequels thereof, all lying within the Shire of *Perth* foresaid; all and whole the Lands of *Nether Drumnacarf*, sometime commonly called the Third Part of *Druntancarp*, and the Lands of *Portinsock* otherwise *Port and Sock*, with the Pertinents; and all and whole the Lands of *Balnaguard* and *Balnavert*, with the Mill thereof, Mill Lands, Multures, and Sequels of the same, all lying in the said Parish of *Little Dunkeld* and Sheriffdom of *Perth* foresaid; as also all and whole the following Parts and Portions of the Earldom of *Atholl*, *viz.*, all and whole the Lands of *Logierait*, *Easter* and *Wester*, including *Ballinloan*, with the Mill and Mill Lands, and Salmon Fishings in the Waters of *Tay* and *Tummel* belonging thereto, lying within the Parish of *Logierait* and Shire foresaid; and the following other Parts of the said Earldom, *viz.*, all and whole the Lands of *Dalnasuddern* extending to an Merk Land

lying

lying on the South Side of the Water of *Tumble*, and being a Part and Pendicle of the Lands of *Ballyoukan*, with Parts, Pendicles, and Pertinents of the said Lands, together with the Multure and Knaveship thereof; and all and whole the Sunny Half of the Lands of *Easter Dunfallandies* runrig, extending to a Twenty Shilling Land of old Extent, with Houses, Biggings, Yards, Orchards, Mosses, Muirs, Meadows, Hills, Sheallings, with the Half of the Oak Woods and other Woods growing upon the said Lands of *Easter Dunfallandies*, and with the Salmon Fishing upon the Water of *Tumble*, Commonties, Common Pasturage, Parts, Pendicles, and Pertinents thereof, together with the Teinds, as well great as small, Parsonage and Vicarage of the said Lands lying within the said Parish of *Logierait* and Shire foresaid; and farther, all and whole the Lands and Town of *Killiequhanzie*, with Houses, Biggings, Woods, as well Oak as all other Woods whatsoever, growing or to grow upon the Grounds of the said Lands (reserving to Colonel *Alexander Robertson* of *Strowan*, his Heirs and Successors, the Liberty of Woods according to the original Disposition of the said Lands and Charter following thereon, granted by *Alexander Robertson*, sometime of *Strowan*, in favour of *Donald Robertson* in the Year Sixteen hundred and sixty-eight), with the Fishing, as well Salmon as other Fishes, upon the River of *Tumble*, within the Bounds of the said Lands and Gardens, Tofts, Crofts, Outsetts, Sheallings, Grazings, Parts, Pendicles, and universal Pertinents whatsoever, as formerly possessed by *James Robertson*, Son of the said *Donald Robertson* and his Sub-tenants, lying within the Barony of *Strowan*, Parish of *Logierait* and Sheriffdom of *Perth*, together with all Right, Title, or Interest which he the said Duke had or could pretend to the Lands and others therein disponed, or to any Part or Portion thereof in Time coming; but with and under the Reservations, Conditions, Provisions, Limitations, Prohibitions, Clauses irritant and Faculties therein contained, and constituting a strict Entail of the said Lands and others according to the Law of *Scotland:* And whereas the said *John* Fourth Duke of *Atholl*, by Disposition and Deed of Entail, dated the Third Day of *March* One thousand eight hundred and seventeen, and registered in the Register of Entails the Eighth Day of the same Month and Year, upon a Narrative of his having, at great Expense and Outlay of Money, built Farmhouses and otherwise greatly improved the Estates of *Strathord* and *Stanley*, and others, being the Estates contained in the Deed of Entail first herein-before recited, and of his having also acquired by Purchase considerable Property lying intermixed with the said Estates, and having also for these Purposes sold Part of the Lands and Superiorities contained in the first-recited Deed of Entail which had not been then registered in the Register of Tailzies, and that the Lands so purchased by him lay more convenient to the said entailed Estates of *Strathord* and *Stanley*, and were, independently of the Charges incurred in improving the said Estates, of greater Value than the Parts thereof

Deed of Entail by John 4th Duke of Atholl of the Lands of Benchills, Kinvaid, &c. dated 3d March 1817, in favour of the Heirs of Entail under the first-recited Deed of Entail, 1766.

thereof which had been sold, and that by entailing the Lands and others contained in the said Deed of Entail under recital he should give an ample Equivalent for the Lands sold, did thereby give, grant, and dispone from him and his Heirs and Successors whomsoever to and in favour of himself and the Heirs whatsoever of his Body; whom failing, to the other Heirs whatsoever of the Body of the said deceased *Charlotte* Duchess of *Atholl* Baroness *Strange*, his Mother, only Child and Heir Female of the deceased *James* Duke of *Atholl*, the eldest Daughter or Heir Female always succeeding without Division, and excluding Heirs Portioners through the whole Course of Succession therein set down in all Time coming; whom failing, to the Heirs Male of the Body of *John* Earl of *Dunmore*, eldest Son of *William* Earl of *Dunmore;* whom failing, to the Heirs Male of the Body of *Charles Murray* Esquire, Second Son of the said *William* Earl of *Dunmore;* whom failing, to the Heirs Male of the Body of *William Murray* Esquire, youngest Son of the said *William* Earl of *Dunmore;* whom failing, to the Heirs Male (if any existed) of the Body of Colonel thereafter General *Thomas Murray* deceased, youngest Brother of the said *William* Earl of *Dunmore*, and the Heirs Male of their Bodies; whom failing, to the Heirs Male of the Body of *David* Lord Viscount of *Stormont;* whom failing, to the Heirs Male (if any existed) of the Body of the deceased *William* Lord afterwards Earl of *Mansfield;* whom all failing, to the Heirs and Assigns of the said *James* Duke of *Atholl* whatsoever; and it was thereby declared that the Heirs of the said *James* Duke of *Atholl* in the last Termination should be as much subject to and affected by the whole of the Prohibitions, Reservations, Conditions, Limitations, and Clauses irritant and resolutive, and other Clauses of whatever Description therein contained, as the other Heirs of Entail particularly and generally therein mentioned and described, preferred to them in the Succession by the Destination therein specified, and the eldest Heir Female and the Descendants of her Body who should succeed by the last Termination excluding all other Heirs Portioners, and succeeding always without Division through the whole Course of the Female Succession in all Time coming, heritably and irredeemably; all and whole the Town and Lands of *Nether Benchills* under the Reservations after mentioned, with the Mill and Mill Lands, Teinds, and whole other Pertinents thereof used and wont, comprehending and including the Piece of Moor Ground called *Aldron Hill* lying among and surrounded by different Parts of the Lands of *Stanley*, including also Three Acres and Twenty-three Decimal Parts of an Acre of *Dunkill Banks* lying between *Blenyhill* Farm and that Part of his Lands of *Strathord* possessed by *Thomas Pearson*, all lying in the Parish of *Regorton* and Sheriffdom of *Perth*, with Houses, Buildings, Yards, Fences, and Parts, Pendicles, and Pertinents thereof bounded and marched in manner mentioned in a Contract of Excambion thereof between him and the Commissioners for Colonel *Thomas Graham* of *Balgowan*,

dated the Fourth and Eighteenth Days of *March* Eighteen hundred Years; reserving to the said *Thomas Graham* and his Heirs the Salmon and other Fishings on the River *Tay* opposite to the said Lands, and the Property of a Canal so far as it goes through the said Lands as mentioned in the said Contract; as also all and whole that Part of the Lands of *Fordies* called the *Newtown of Fordies* otherwise *Gelly Bank*, with Houses, Biggings, Yards, Orchards, Tofts, Crofts, Parts, Pendicles, and Pertinents whatsoever, with the Common Pasture and Liberty of casting and winning Fuel, Peats, Turves, and Divots in the Common Muir of *Strathord*, together with all other Privileges and Pertinents used and wont lying within the Parish of *Moneydie* and Sheriffdom of *Perth*; and also all and whole the Town Lands and Barony of *Kinvaid*, with the Tower, Fortalice, Yards, Orchards, Parts, Outsetts, Annexes, Connexes, and Pertinents whatsoever lying within the Barony of *Dunkeld* and Sheriffdom of *Perth*; the Lands of *Loustoun*, *Easter* and *Wester*, with the Mills of the samen, as well Waulkmill as Corn-mill, Mill Lands, Multures, and Sequels of the samen; the Lands of *Whitehill*; the Lands of *Wester Kinvaid* otherwise called *Cuthildrum*, with all and sundry Houses, Biggings, Yards, Orchards, Parts, Pendicles, Outsetts, Annexis, Connexis, and Pertinents of the same whatsoever, excepting therefrom those Parts of the said Lands and Estate of *Kinvaid* acquired by him from the Disponees in Trust of the deceased Doctor *Thomas Young*, Physician in *Edinburgh*, for certain Parts of the said entailed Estate which, by Contract of Excambion dated the First and Sixth, and duly recorded in the Sheriff Court Books of *Perth* the Tenth Days, all of *December* Seventeen hundred and eighty-four, and by another Contract of Excambion dated the Eleventh and Thirtieth Days of *September*, and duly recorded in the said Sheriff Court Books the Thirtieth Day of *October* Seventeen hundred and eighty-six Years, were conveyed to the said Heirs of Entail by the said Trustees, and which then composed Part of the said entailed Estate, and together also with the Teinds, great and small, Parsonage and Vicarage of the said whole foresaid Lands; and also all and whole the following Parts and Portions of the said original entailed Estate which are Part of the Lands given in Exchange by him for the Parts of the Lands and Estate of *Kinvaid* above excepted, and were purchased and re-acquired by him in Fee Simple from the said Trustees of Doctor *Thomas Young*, *viz.*, all and whole the Town and Lands of *Ardblea*, with Houses, Biggings, Yards, and Pertinents thereof, excepting any Right to Common Pasturage possessed by the Tenants of the said Lands; which Lands of *Ardblea* contain Twenty-nine Acres of Arable Land and One Acre and Six Tenths of an Acre of Pasture, being a Part of the Lands and Lordship of *Nairne*, and lying within the Parish of *Auchtergaven* and Sheriffdom of *Perth*, Twenty-two Acres and Four Tenth Parts of an Acre of Arable Land, and Thirty-six

Acres of Muir, exclusive of a Bank of Wood, North of *Stanly Mill*, which was reserved to *Stanly*, being between the Arable Land at the Mill and the Arable Field East of the new Village, the said Arable Land and Muir being bounded as follows, *viz.*, on the North by a Line of March Stones, set by the Valuators who were appointed to lay off and estimate the Ground excambed, and which divides the said Ground thereby disponed from the Muir of *Nairne* and the Farm of *Inchtruvers*; on the East by the said Farm, and the Farm of *Stanly* marched by March Stones, near to a Rill of Water to the West of *Shillhill*, a Line of Trees and Dyke, with Part of the Mill Lead of *Stanly*; on the South by the River *Tay*, and a Rill of Water to a Line of Stakes marking the South Boundary of a new Village from the Terrace above the River Bank; and on the West Parts by a Line of March Cairns dividing from the Farm of *Drumbeath*, and Part of which as well as of *Inchtruvers* and *Stanly* Farm is therein included, lying in the Parish of and Sheriffdom of *Perth*, with Houses, Biggings, and whole Parts and Pertinents of and upon the Grounds before described, Part of which Grounds were then feued out, and a Village built thereon; and lastly, all and whole the Coal and Coalheughs in the Lands of *Easter* and *Wester Dollarbegs*, lying in the Parish of *Dollar* and Shire of *Clackmannan*, with all the Rights and Pertinents belonging thereto, with Liberty of working, winning, and away carrying the said Coal, and of sinking Pits, making Roads, building Colliers' and other Houses, and other Works necessary for working the said Coal, all which is reserved to him by the Dispositions of the said Estates of *Dollarbeg*, *Easter* and *Wester*, granted by him to *John Macnab*, Writer to the Signet, Purchaser of the said Lands of *Dollarbeg* from him, together with all Right, Title, and Interest whatsoever which he, his Predecessors or Authors, had or might anywise claim or pretend to the Lands and others therein disponed, or any Part thereof, but with and under the Conditions, Prohibitions, Restrictions, Limitations, Clauses irritant and resolutive, Declarations, and Reservations in the said Deed of Entail under recital specified, and which are such as to constitute a strict Entail according to the Law of *Scotland:* And whereas the said *John* Fourth Duke of *Atholl*, by another Disposition and Deed of Entail dated the Eleventh Day of *January* One thousand eight hundred and twenty-seven, and registered in the Register of Tailzies the Third Day of *March* in the same Year, and in the Books of Council and Session at *Edinburgh* the Seventh Day of *July* One thousand eight hundred and forty-one, upon a Narrative of certain Deeds and Obligations entered into upon the Marriage of the said Lord *James Murray*, then become Lord *Glenlyon*, with the said Lady *Emily Percy*, and Transactions therein contemplated, gave, granted, sold, and disponed from him and his Heirs and Successors whomsoever to and in favour of himself in Liferent for his Liferent Use allenarly, and to the said *James* Lord

Deed of Entail by John 4th Duke of the Lands of Dalcapone, dated 11th January 1827, in favour of Lord James Murray then Lord Glenlyon, and the Heirs Male of the Second Entail, 1810.

Lord *Glenlyon* his Second Son in Fee; whom failing, to the Heirs Male of the said *James* Lord *Glenlyon's* Marriage with the said Lady *Emily Percy*; whom failing, to the Heirs Male of any subsequent Marriage of the said *James* Lord *Glenlyon*; whom failing, to the Heirs Male of his Body to be procreated of his present or any future Marriage; whom failing, to the Heirs Male of the Body of *John* First Duke of *Atholl*, his Great Grandfather; whom failing, to the Heirs Male of the Body of *John* Marquis of *Atholl*, Father of the said *John* First Duke of *Atholl*; whom failing, to the Heirs Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Duke of *Atholl*; whom failing, to the Heirs Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Marquis of *Atholl*; whom failing, to the Heirs Male or Female who should be entitled to and should inherit and bear the Title and Dignity of Earl or Countess of *Atholl*; whom all failing, to his own nearest and lawful Heirs whatsoever, the eldest Heir Female always succeeding without Division and excluding Heirs Portioners; and it was thereby declared that the Heir in the last Termination therein written should be as much subject as any of the prior Heirs of Entail to the whole of the Reservations, Conditions, Limitations, and Clauses of whatever Description therein contained heritably and irredeemably; all and whole the Town and Lands of *Dulcabone*, with the Miln thereof, Miln Lands, Multures, and Sequels of the same, with Pasturage and Commonty, and with the Teinds as well Parsonage as Vicarage which were never in use to be separated from the Stock, together with the Salmon and other Fishings upon the Water of *Tymmell*; as also that Part of the same Lands formerly reduced into an Island by the Torrency and Cursion of the said Water, with the Privilege of Boat or Coble belonging thereto, and with the Loch Fishings of the said Lands used and wont, with all as well Oaken as other Woods growing and to grow upon the whole Parts of the said Lands, and with Pasturages, Grassings, Sheallings, and Commonties of the same; the Manor Place of *Dulcabone*, Houses, Biggings, Yeards, Tofts, Crofts, Hollows, Plains, Muirs, Marishes, and whole Pendicles and Pertinents belonging to the aforesaid Lands, Mills, Miln Lands, and universal Pertinents thereof whatsoever lying in the Parish of *Dulich*, sometime in the Barony (now called Lordship) of *Dunkeld* and Sheriffdom of *Perth*, contained in a Right and Disposition thereo. granted to *James* Duke of *Atholl* by *George Robertson* of *Fascally*, dated the Twenty-first Day of *April* Seventeen hundred and fifty-five Years; also all and whole the Lands of *Ballichandy*, extending to a Forty Shilling Land with the Sheallings thereof, called *Rynacraig* and *Ryenloan*, together with the Oak Woods, Salmon Fishings, and other Woods and Fishings within the Bounds of the said Lands, and the Houses, Biggings, Yards, Grazings, Sheallings, Mosses, Muirs, Meadows,

Meadows, Outsetts, Insetts, Parts, Pendicles, and whole Privileges and Pertinents thereof whatsoever, lying by Annexation within the Parish of *Logierait* and Sheriffdom of *Perth*, contained in a Right and Disposition thereof granted by *Robert M'Intosh* alias *Tosach* alias *Reoch*, Merchant in *Dundee*, in favour of *James* Duke of *Atholl*, dated the Ninth Day of *May* Seventeen hundred and fifty-two Years; but excepting and reserving from the Conveyance the Lands of *Westhaugh* of *Dalshian*, and the Two Merk Land of *Easthaugh* of *Dalshian*, with the Croft commonly called *Croftinloan*, and the whole Parts, Pendicles, and Pertinents of the same; which Lands so excepted, though possessed by his Tenants in *Dalcapon* and *Ballychandy*, were not included in the Rentals of the Lands then to be entailed, and were not meant to be conveyed by the said Deed now under recital; as also all and whole the Lands of *Blairchrosk* and *Tynrich*, with the Woods growing thereon, and the Share of the Common Hill now divided, enclosed, and planted, Salmon and other Fishings on the Water of *Timmel*, and whole Parts, Pendicles, Privileges, and Pertinents thereto belonging, as the said Lands of *Blairchrosk* are more fully described in the ancient Rights thereof, as follows, *viz.*, all and haill the Town and Lands of *Blairchrosk*, being a Twenty Shilling Land, with Houses, Biggings, Yards, Parts, Pendicles, and universal Pertinents thereto belonging, with the Oak Woods and other Woods growing or to grow on the Ground of the said Lands, Salmon Fishings and other Fishings on the Water of *Timmell*, so far as the Ground of the said Lands extends, with a Privilege and Servitude of Common Pasturage, Fuel, Feal, and Divot in the Hill of *Tulliemet*, and Shealling in the usual Shiellings of the said Lands, as formerly possessed by the then deceased *James Douglas* of *Blairchrosk*, and by *William* and *Finlay Ferguson*, with all Right that the said *James Douglass* had to the said Lands, Woods, and others foresaid, or to the Teinds, Parsonage, and Vicarage thereof lying within the Barony of *Tulliemet*, Regality of *Atholl*, and Shire of *Perth*, contained in a Right and Disposition thereof granted to him the said *John* Duke of *Atholl* by Mrs. *Christian Douglas* or *Bell*, Spouse of *George Bell*, Merchant in *Perth*, with Consent of her Husband, dated the Twenty-fourth Day of *November* Eighteen hundred and twenty-four; as also all and whole that Part of the old Earldom of *Atholl* called *Tulliemett*, lying in the Parish of *Logierait* and Shire of *Perth*, as at present occupied by him or his Tenants; as also the following Parts or Portions thereof, the Dominium utile of which had been feued out by him or his Predecessors, and afterwards reacquired from the Vassals therein, *viz.*, all and whole these Lands in the Hill of *Tulliemett* called *Hosefield*, or commonly in the *Erse* Language *Leaken* or *Leater Auchnahoisken*, as the same are now enclosed, and possessed by him and his Tenants, with the Teinds, Parsonage and Vicarage of the said Lands, and Multures and Sequels of the same, with Houses, Biggings, Yeards, Mosses, Muirs, Meadows,

and whole Pendicles and Pertinents of the same, and particularly with the Privilege of Fuel, Feal, and Divot, and Common Pasturage upon the Hill of *Tulliemet*, with the Feuars and Tenants of the Barony, all lying within the Barony of *Tulliemet*, Parish of *Logierait*, ancient Earldom now Dukedom of *Atholl* and Shire of *Perth;* also all and whole the Town and Lands of *Croftfuil*, being One Merk Land, with Houses, Biggings, Yeards, Parts, Pendicles, and a Servitude and Privilege of Common Pasturage, Fuel, Feal, and Divot in the Hill of *Tulliemet*, and of Shealling in the usual Sheallings of the said Lands, with Free Ish and Entry thereto by all the Loanings used and wont, and Teinds, Parsonage, and Vicarage of the said Lands lying within the Barony of *Tulliemet*, late Regality of *Atholl* and Shire of *Perth;* as also all and whole the Lands of *Nether Craiganfearn*, *Croftinloan*, and *Croftnabanroy*, with Houses, Biggings, Yards, Parts, Pendicles, and that Part of the Hill of *Tulliemet* allocated thereto by Decreet of Division lying in the Barony of *Tulliemett* and Shire of *Perth*, and which Lands were formerly held of him the said Duke in Feu Farm, with all Right, Title, and Interest he had to the Teinds great and small, Parsonage, and Vicarage of the same; and all and whole that Part of the Hill of *Tulliemett* which was laid off by the said Decreet of Division for the Town and Lands of *Blairnrash;* as also all and whole the Lands of *Balnamoan*, being a Twenty Shilling Land, with Houses, Biggings, Yards, Parts, Pendicles; reserving to Doctor *William Dick* the Share of Commonty and Moss in the Hill of *Tulliemett* belonging to the said Lands of *Balnamoan*, the Property of which Lands was lately purchased and acquired by him the said Duke from the said Doctor *William Dick*, the former Proprietor thereof, by Excambion, for *Blairnrash*, and were in like Manner holden of him as Superior thereof in Feu Farm; as also all and whole the Lands named *Tomnabannock*, being a Part of *Easter Auclinagie*, bounded on the North by the Hill of *Tulliemett*, on the East by *Rearannock*, on the South by the Lands of *Balledmond*, and on the West by the Lands of *Easter Auchnagie* lying in the Barony of *Tulliemett* and Shire of *Perth;* as also all and whole the Town and Lands of *Kincraigie*, with Houses, Biggings, Grasings, Sheallings, Mosses, Muirs, Meadows, Yeards, Woods, as well Oak Woods as other Woods, Salmon Fishings and other Fishings, Parts, Pendicles, and other Pertinents thereto belonging, with the Miln thereof, Miln Lands, Multures, Services, and Sequels of the same, payable and prestable by the Tenants and Possessors of the several Lands thirled and astricted thereto, *viz.* of the Lands of *Glenalbert*, and the said Lands of *Kincraigie*, and the Lands of *Wester*, *Middle*, and *Easter Dalguises*, together with the Teinds both great and small of the said Lands of *Kincragie*, all lying within the Parish of *Little Dunkeld*, Regality of *Dunkeld* and Shire of *Perth*, contained in a Right and Disposition thereof granted to *James* Duke of *Atholl* by *Thomas Bissett*

Bissett of *Glenalbert*, dated the Ninth Day of *November* Seventeen hundred and fifty-seven; as also all and whole the Mains of *Kinnaird*, with the Town and Lands of *Over Kinnaird* and Two Isles in the Water of *Tay*, with these Two Crofts of Land called *Croftcrookie* and *Miln Croft*, and all Right and Title which he could pretend to the Teinds, Parsonage or Vicarage, of the said Lands, together with all and sundry Houses, Biggings, Yards, Woods, as well Oak Woods as other Woods, growing or that should happen to grow upon the said Lands, and the Fishings, as well Salmon as other Fishings, Grazings, Shealings, Mosses, Muirs, Meadows, Tofts, Crofts, Outsetts, Insetts, and haill Parts, Pendicles, Privileges, and Pertinents belonging to the said Lands lying within the Barony of *Wemyss* by Annexation, Parish of *Little Dunkeld*, and Shire of *Perth*, contained in a Right and Disposition thereof granted to him the said *John* Fourth Duke of *Atholl* by *James Stuart*, Writer to the Signet, dated the Twenty-third Day of *May* Eighteen hundred and twenty-six; as also all and whole the Ten Pound Lands and Barony of *Edradour*, comprehending the particular Lands and others after mentioned, *viz.*, the Mains of *Edradour*, the Forty Shilling Land of *Pittarrock*, overcroft the Lands of *Balnauld*, *Croftchuirne*, *Balnabrock*, *Ardgie*, *Tombuie*, *Croftinloan*, *Croftnacusaig*, *Fernack*, *Knockbarrie*, *Dalnagairn*, *Dalnafad*, *Dalchousen*, and *Miltown* of *Balnauld*, with the Mill of *Edradour*, the Milncroft and Mill Lands, Multures, Sucken, Sequels, and Services belonging to the said Mill, and all and sundry Houses, Yards, Parts, Pendicles, Privileges, Oaken and other Woods, Fishings, Mosses, Muirs, Meadows, Grassings, and Shealings, belonging to the said Lands as the samen were possessed formerly by the Wadsetters and Tenants thereof, all lying within the Parish of *Mouline*, Regality of *Atholl*, and Shire of *Perth*, with all Right, Title, Interest, Claim of Right, Property, and Possession, as well petitor as possessor, which he or his Predecessors had to the same, with Power to his said Disponees of holding Courts upon the Ground of the said Lands for making the Rents effectual, and for punishing the Cutters and Destroyers of Woods, and planting thereon, and also for Bloods and Riots committed on the Ground of the said Lands by the Tenants and Possessors thereof allenarly, and for keeping of good Order and Neighbourhood within the Barony, and to make and constitute all Members of Court needful for that Effect, and to use and dispose of the Fines and Amerciaments of Court at their Pleasure; but reserving always to him the said Duke the Third Part of the Wood of *Edradour* and the Lands whereupon the same grew with the Croft lying near the Water of *Tummel* at the Foot of the Wood of *Edradour*, which Third is bounded as follows, *viz.*, the Easter Burn of *Edradour* on the East, the Water of *Tummel* on the South, the Wester Burn of *Edradour* on the West, and on the North by a Stone Dyke built thereon as the said Barony is described in a Right and Disposition

thereof

thereof granted to him the said *John* Duke of *Atholl* by Sir *John Hay* Baronet, of *Smithfield* and *Hayston*, dated the Fourteenth Day of *January* Eighteen hundred and twenty-six, so far as regards the Property or Dominium utile, and so far as regards the Superiority or Dominium directum in a Disposition granted by *David Anderson* Esquire, of *Moredun*, Banker in *Edinburgh*, in his Favour, dated Seventeenth *February* Eighteen hundred and twenty-six; as also all and whole the Lands and Estate of *Glenfernate*, lying in the Parish of *Mouline* and Shire of *Perth*, described in the Title Deeds thereof as follows, *viz.*, all and whole the Lands of *Dalcharnick*, *Tomnanean*, *Balnagoyne*, *Ballandrean*, *Carrows*, and *Tomnaturies*, with the Pertinents thereof; and likewise all and whole the Share or Half of the Lands, Shealings, and Grazings of *Glenfernate*, with the Pertinents that formerly belonged to *Alexander Macdonald*, Writer to the Signet, and were purchased by him from the Trustees of *Alexander Robertson* of *Straloch* alias Baron *Reid*, and were thereafter divided from the other Share or Half thereof which formerly belonged to *John Robertson* of *Wester Straloch* Esquire by Decreet Arbitral, dated the Sixteenth and Twentieth Days of *January* Seventeen hundred and eighty-three, proceeding on a Submission entered into betwixt the said *John Robertson* and *Alexander Macdonald*, both recorded in the Books of Council and Session (C. H.) the Twenty-first Day of *January* Seventeen hundred and eighty-three, all lying within the Parish of *Mouline*, old Regality of *Atholl* and Sheriffdom of *Perth*, contained in a Right and Disposition thereof granted to him the said *John* Duke of *Atholl* by *John Grant* Esquire of *Kilgraston*, dated the Third Day of *February* Eighteen hundred and twenty-six, and in another Disposition by the said *John Grant* to him of certain Parts of the Superiority of the said Lands of *Glenfernate*, dated the said Third Day of *February* Eighteen hundred and twenty-six; as also all and whole the Forest of *Cluny* and Lands of the said Forestry, with the Castle, Tower, and Fortalice of the same, called *Laighwood*, with the Woods, Parts, Pendicles, and whole other Pertinents thereof, Mills and Multures of the same, the Towns and other Outsetts whatsoever built or to be built thereupon, with the whole Parts, Pendicles, and Pertinents thereof, all lying within the Sheriffdom of *Perth*, and which as in the Rental thereof relative thereto comprehend the Lands and Farms of *Leduckie*, *Neilston*, *Laighwood*, Mill and Mill Lands, *Laighwood* and Forest of *Cluny* and Forest shooting; but expressly excepting from the Conveyance and reserving to himself such Portions of Hill Ground of the Lands and others therein described as had been enclosed by him and thrown into and then formed Part of his Forests of *Loch Ordie* or *Loch Oishnie*, as delineated on the Plan therein-after referred to, and which whole Lands and others therein disposed were delineated on a Plan drawn by *John Douglass*, Land Surveyor in *Perth*, and signed by him the said Duke of

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even Date therewith, and are tinted light Green on said Plan, and are bounded by a Black Line surrounding the same and dividing them from his other Estates, and from the said Forest of *Loch Ordie* and *Loch Oishnie*, together with all Right, Title, and Interest whatsoever which he, his Predecessors or Authors, had or might anyways claim or pretend to the Lands and Estates thereby disponed, or any Part thereof, but with and under the Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Declarations, and Reservations therein contained, and such as constitute a strict Entail of the said Lands and others, according to the Law of *Scotland*: And whereas by another Disposition and Deed of Entail, dated the Twelfth Day of *January* One thousand eight hundred and twenty-nine, the said *John* Fourth Duke of *Atholl*, for the Reasons therein stated, gave, granted, and disponed from him, his Heirs and Successors whomsoever, to and in favour of himself, and after his Decease to and in favour of the Right Honourable *James* Lord *Glenlyon*, formerly Lord *James Murray*, his Second Son of his First Marriage with the deceased *Jane* Duchess of *Atholl*, and the Heirs Male of his Body; whom failing, to the Heirs Male of his the said Duke's Body to be procreated of his then or any future Marriage; whom failing, to the Heirs Male of the Body of *John* First Duke of *Atholl*, his Great Grandfather; whom failing, to the Heirs Male of the Body of *John* Marquis of *Atholl*, Father of the said *John* First Duke of *Atholl*; whom failing, to the Heirs Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Duke of *Atholl*; whom failing, to the Heir Male whomsoever who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Marquis of *Atholl*; whom failing, to the Heirs Male or Female who for the Time being should be entitled to and should inherit and bear the Title and Dignity of Earl or Countess of *Atholl*; whom all failing, to his own nearest and lawful Heirs whatsoever, the eldest Heir Female always succeeding without Division, and excluding Heirs Portioners; and it was thereby declared that the Heir in the last Termination therein written should be as much subject as any of the prior Heirs of Entail to the whole of the Reservations, Conditions, Limitations, and Clauses of whatever Description therein contained heritably and irredeemably; all and sundry Lands, Heritages, Teinds, Tenements, and other heritable Subjects whatever which did then or should at the Time of his Decease pertain and belong to him lying within *Scotland*, excepting the entailed Estate contained in a Deed of Entail executed by *John* Third Duke of *Atholl* and *Charlotte* Duchess of *Atholl*, Baroness *Strange*, his Father and Mother, dated the Twenty-ninth Day of *October* One thousand seven hundred and sixty-six, and the Lands and others disponed by him the said *John* Fourth Duke by Deed dated the Third Day of *March* One thousand eight hundred and seventeen, or to be disponed by him by a

Deed of Entail by John 4th Duke of Atholl of Parts of the Earldom of Atholl South of the Pass of Killiecrankie, dated 12th January 1829, (Dunkeld Estates), in favour of Lord Glenlyon and Heirs of the Second recited Entail, 1810.

Deed to be at any Time thereafter executed by him as a Surrogatum for Parts of the said entailed Estate disposed of by him; and also excepting that Part of the Earldom of *Atholl* situated above or on the North of the Pass of *Killiecrankie*, and all other Lands that belonged to him above or on the North of the said Pass contained in a Disposition and Deed of Entail dated the Sixteenth Day of *November* One thousand eight hundred and ten, made and granted by him in implement of the Contract of Marriage entered into between the said *James* Lord *Glenlyon*, then Lord *James Murray* his Second Son, and the Right Honourable Lady *Emily Percy*, youngest Daughter of *Hugh* Duke of *Northumberland;* as also excepting the Estates of *Dalcapon* and *Ballachandy* and others entailed by him upon the said Lord *Glenlyon* and the Heirs Male of his said Marriage, and certain other Heirs by Deed of Entail dated the Eleventh Day of *January* One thousand eight hundred and twenty-seven, and recorded in the Register of Entails the Third Day of *March* in the same Year; and particularly, without Prejudice to the foresaid Generality of the Description of the Subjects thereby disponed, that Part of the Earldom of *Atholl* and whole Lands thereof situated below or on the South of the said Pass of *Killiecrankie*, with the Pertinents; all free Forestries of the said Earldom South of the said Pass, the Office of Forester and Privileges of the same, the Mills built and to be built within and upon the Bounds of the Part of the said Earldom before disponed, with the Pendicles and Pertinents, together with the whole Multures, Sequels, and Commodities of the said Mills and Woods, Forestries, Fishings, as well Salmon as other Fishings, Annexis, Connexis, Dependencies, Tenants, Tenandries, and Services of Free Tenants, Privileges, Liberties, and Commodities of the said Part of the said Earldom thereby disponed, and the Lands thereof whatsoever, with the Advocation, Donation, and Right of Patronage of all and sundry the Kirks, Chaplainries, Altarages, and Privileges of the same; and more particularly the Lands and others after specified, whether comprehended within or Parts and Portions of the Part of the said Earldom therein disponed or not, *videlicet*, all and whole the Forest of *Cluny*, and Lands of the said Forestry, with the Castle, Tower, and Fortalice of the same called *Laighwood*, with the Woods, Parts, Pendicles, and whole other Pertinents thereof, Mills and Multures of the same, the Towns and other Outsetts whatsoever built or to be built thereupon, with the whole Parts, Pendicles, and Pertinents thereof, all lying within the Sheriffdom of *Perth*, and of old united, erected, and incorporated along with the foresaid Earldom, in a whole and free Earldom, Lordship, and Barony called the Earldom of *Atholl*, together with the Month or Litter, Muirs, Marshes, Pasturages, the Pasturage commonly called the Litter, with the whole Sheallings, Pasturages, and Pertinents thereof, with Power to appropriate, meliorate, labour, and manure the same, and to debar all others therefrom in all Time coming, but that in so far only as the said Forest and Lands of

Cluny

Cluny and others do not fall under the Conveyance in the foresaid Deed of Entail dated the Eleventh *January* Eighteen hundred and twenty-seven; all and whole the Towns, Lands, and Forestry of *Clune*, *Wester Riemore*, *Easter Riemore*, *Wester Riechip*, Town and Lands of *Blackcraig* and Crofts thereof, with the Mill of *Blackcraig*, and Mill Lands of the same, with all and sundry Towers, Fortalices, Manor Places, Houses, Biggings, Yards, Orchards, Woods, Fishings, Lochs, Mills, Multures, and Sequels thereof, Annexis, Connexis, Tenants, Tenandries, and Service of Free Tenants, Parts, Pendicles, Privileges, and Commodities whatsoever, with the Pertinents belonging or that were anyways known to pertain to the said Lands, Mills, and others above specified, all lying within the Sheriffdom of *Perth*; and all and sundry the Lands and Barony of *Gay*, with the Pertinents, the Lands of *Tulliemillies*, with the Pertinents; all and whole the Lands of *Glenalbert*, the Half of the Lands of *Ladywall*, the Lands of *Wester Drumnacarrie*, with the whole Parts, Pendicles, and Pertinents thereof, all lying within the Sheriffdom of *Perth*; and all and whole that great Building, Tenement, or Mansion House in *Dunkeld*, with Houses, Biggings, Yards, Orchards, Parks, and whole other Enclosures whatsoever upon the East, West, South, and North Parts of the said great Building, and Office Houses, Fountains, Easements, and other Pertinents belonging thereto lying in and about the City of *Dunkeld*, and which whole Lands, Baronies, Earldom, Mills, Mill Lands, and others above specified, with certain other Lands, were all united, erected, annexed, created, and incorporated in a whole and free Barony, Lordship, Earldom, and late Regality, with the Privilege of a free Chapel and Chancery then and in all Time thereafter to be called the Lordship, Earldom, and Regality of *Atholl*; and the Town and Village of *Logierait* (which is a Part of the said Earldom) was erected in a free Burgh of Regality with all the Privileges of a Burgh of Regality, together with the heritable Jurisdiction, Right, and Privilege of Forestry of the said Earldom of *Atholl*, weekly Markets, and free yearly Fairs belonging thereto, Tolls, Customs, Privileges, and Benefits thereof as the same were of old erected, and of the whole Lands and others therein contained, and that conform to a Charter granted by King *Charles* the Second to *John* Marquis of *Atholl*, dated at *Whitehall* the Twenty-sixth Day of *May* One thousand six hundred and seventy-one; as also all and whole the Office of Heritable Baillie of all and sundry Lands, Baronies, and others within the Diocese or Bishoprick of *Dunkeld* lying in the Sheriffdoms of *Perth*, *Fife*, and *Forfar* respectively, or belonging to the same, with all the Fees and Casualties thereto pertaining in so far as the said heritable Office was not then abolished by Law; as also all and whole the Office of Constabulary and keeping of His Majesty's Castle of *Kinclaven*, with the whole Fees, Privileges, Immunities, and Duties, Parts, Pendicles, and Pertinents thereof, and the heritable

Office

Office of Captainship of the said Castle, and with Power of substituting Underkeepers, to be holden of the King; and all and whole the Town and Lands of *Drumbuy*, with the Pertinents, the Mill, Mill Lands, Multures, Sucken, and Sequels of all and sundry the said Lands used and wont with the Pasturage and Pertinents; and sicklike all and whole the Town and Lands of *Birkinburn* and *Wester Cranich*, with the Town and Lands of *Anton* alias *Haltoun*, and *Ward*, and that Portion of Land without the *Ward* Dyke with the Parsonage Teinds of the said Lands, and the whole Houses, Biggings, Yeards, Orchards, Woods, Grasings, Sheallings, Pasturages, Parts, Pendicles, and whole Pertinents thereof lying within the Lordship and Barony of *Dunkeld* and Sheriffdom of *Perth* foresaid acquired by *John* Marquis of *Atholl* from *Thomas Ballantyn* of *Drumbuy*, with Consent of *Ann Blair* his Spouse, and *John Ballantyn* his eldest lawful Son, and bounded in manner contained in the said Marquis and his Authors their Infeftments of the same which were there holden as repeated brevitatis causâ; and all and whole the Lands of *Torvald* called the Sheds of *Logie*, with the Forestry of *Logie* and Fishings, as well of Salmon as other Fishings, upon the Water of *Tay* on either Side thereof, *viz.*, above the *Kingsford* to the Lands of *Rotmell*, as well not named as named, with the Office of Forestry and keeping the Forest of *Logie* with the Escheats and Commodities thereof, with the whole Woods within the Bounds of the said Lands of *Torvald* and Forestry of *Logie* as well Oak as other Timber, with Houses, Biggings, Yeards, Tofts, Crofts, Parts, Pendicles, and Pertinents thereof lying within the Barony of *Dunkeld* and Sheriffdom of *Perth* foresaid; and all and whole the Lands and others particularly underwritten with the Pertinents, *viz.*, all and whole the Ferry Boat or Coble for carrying Passengers over the said Water of *Tay* upon that Part thereof called the Boat Pool, with all and whole that Croft of Land and Toft thereof called Boat Bank, with the Houses and Biggings built or to be built thereupon, with all and sundry Liberties and Commodities upon either Side of the said Water of *Tay*, with the Profits and Commodities thereof, with the Woods as well Oak as other Woods growing or to grow upon the North Side of the said Water of *Tay* within the Bounds of the said Boat Bank, all lying within the Lordship and Barony of *Dunkeld* and Sheriffdom of *Perth* foresaid; and likewise the Salmon Fishing and other Fishings upon the Water of *Tay*, *viz.*, from the *King's Ford* downwards upon either Side of the said Water to the old Bridge of *Dunkeld*, with the whole Profits, Liberties, and Advantages whatsoever belonging thereto; as also all and whole the Half of the Multures of the said Lands of *Torvald* called the Shedds of *Logie*, to be grinded at the Mill of *Invar* with Commonty and common Pasturage and Liberty of casting and away carrying of Peats, Turves, Fuel, Feal, and Divot in the Hills, Muirs, and Marshes of the said Lands of *Torvald* and Forestry of *Logie*, without the built Dykes, Arable Land,

and

and Corn Land lying within the Lordship or Barony of *Dunkeld* and Sheriffdom foresaid; and all and whole the Lands of *Invar*, and the whole Waulk Mill thereof with the Half of the Corn Mill of the same, and the Half of the Multures, Sucken, and Knaveship of the said Corn Mill, as well the Multures of the said Lands of *Torvald* called the Shedds of *Logie*, as of the other Lands within the Astriction of the said Mill, with Houses, Biggings, Yeards, Tofts, Crofts, Pendicles, Outsetts, and Pertinents whatsoever of the said whole Lands of *Invar*, with the Wood as well Oak as other Woods growing or to grow, with the Salmon Fishings and other Fishings upon the said Water of *Tay* within the whole Bounds and Limits of the said Lands of *Invar*, with the whole Profits and Advantages whatsoever pertaining and belonging thereto lying within the said Lordship and Barony of *Dunkeld* and Sheriffdom of *Perth* foresaid, all acquired by *John Robertson* of *Invar* from the deceased *James Nesmith* of *Invar* and *Robert Nesmith* his Son; and all and whole the other just and equal Half of the said Corn Mill of *Invar*, with the Half of the Multures, Sequels, and Knaveship of the said Corn Mill, with Commonty and Common Pasturage yearly within the Bounds of the said Lands, without the built Dykes, Arable and Corn Land lying within the said Barony of *Dunkeld* and Sheriffdom of *Perth* foresaid, and which other Half of the said Corn Mill with the Pertinents thereof were acquired by *John Robertson* of *Invar* from the deceased *Donald Robertson*, lawful Son to *Charles Robertson* of *Auchleeks*; and the said whole Lands of *Invar*, *Torvald*, Corn and Waulk Mills, Multures, Fishings, Ferry Boat or Coble, and others immediately above written were purchased by the said *John* Marquis of *Atholl* from *Alexander Robertson* of *Invar*, with the whole Houses, Biggings, Yeards, Mosses, Muirs, Outsetts, Insetts, Grasings, Pendicles, and whole Pertinents thereof; and moreover, all and whole the Lands and others under written, *viz.*, the Wood and Park of *Inchmagranoch* otherwise called *Inchmacranachan*, with the Forestry thereof and whole Pertinents of the same, with the Fishings as well of Salmon as other Fishings lying within the Lordship and late Regality of *Dunkeld*, and the several Towns, Lands, Biggings, and others built thereupon possessed by the respective Tenants thereof, with the whole Mosses, Parts, Pendicles, and Pertinents of the same, and Teinds, Parsonage and Vicarage thereof belonging thereto, acquired by the said *John* Marquis of *Atholl* from *Alexander Robertson* of *Fascallie*, who adjudged the same from *John Robertson* of *Lude*, eldest Son and lawfully charged to enter Heir to the deceased *Alexander Robertson* of *Lude*, and who renounced to be Heir to him and his Tutors and Curators for their Interests; and all other Lands, Mills, Miln Lands, Multures, Woods, Fishings, which pertained to the said *John* Marquis of *Atholl*, either in Property or Superiority as well not named as named of whatever Denomination or Designation the same be, and whether annexed or not incorporated within the said Earldom, Lordship, Baronies, and others

others above written, with the Pertinents holden of the Crown, Bishop of *Dunkeld*, or of other Parsons and Dignitaries of the said Bishopric, which were all then holden of the King by virtue of the Act of Parliament, and were there held as repeated brevitatis causâ excepting as before excepted; and sicklike all and whole the Lands and others after specified, *viz.*, all and whole the Lands and Barony of *Glenlyon*, comprehending the Lands, Mills, and others specified in the Rights of the same, and there held as repeated brevitatis causâ, so far as the same had not been sold and disponed by him, acquired by the said *John* Marquis of *Atholl* from *Robert Campbell* of *Glenlyon*, and to which also the said *John* Marquis of *Atholl* had Right by virtue of diverse Apprysings led and deduced against the said *Robert Campbell* and his Predecessors at the Instance of the said Marquis and other Persons, from whom, and their Heirs, Successors, and Substitutes, he derived Right partly holden of the King and sometime partly holden of the Bishop of *Dunkeld* and Parsons and other Dignitaries of that Order, and then also holden of the King by virtue of the Act of Parliament in manner more fully specified in the said Apprysings, Rights, and Infeftments following thereupon, there holden as repeated brevitatis causâ, and which whole Apprysings and Rights were not only ratified by the said *Robert Campbell* of *Glenlyon*, and the whole legal Reversions thereof discharged, but also the said whole Lands and Barony of *Glenlyon*, comprehending as said is, were of new disponed by the said *Robert Campbell* to the said *John* Marquis of *Atholl*, and his Heirs and Successors heritably conform to the Ratification, Right, and Disposition thereanent by way of Contract betwixt the said Marquis and the said *Robert Campbell*, dated the
Day of One thousand six hundred and
and all and sundry Gold Mines, Silver Metal or Silver Mines, Lead Ore or Lead Mines, Pewter Mines, Copper Mines, and other Minerals, Colours, and Metals whatsoever, of whatever Nature, Kind, and Quality the same be already found out, or that shall be in any Time to come within the whole Bounds of the Lands and Earldom of *Atholl*, comprehending as in the Infeftments thereof lying within the Sheriffdom of *Perth* and within the Bounds of the whole other Lands, Lordships, Baronies, and others, under whatever Designation the same may be, pertaining and belonging thereto, as well in Superiority as in Property, wherever the same lye or be found within *Scotland*, with all Right, Title, and Interest whatsoever which His Majesty or His Royal Successors had or anywise might have, claim, or pretend thereto, or to any Part or Portion thereof in Time coming, with full Power to the said Duke and his foresaids to win, work, search, and seek for the said Mines, Minerals, Colours, and Metals within any or whatsoever Part of the Lands generally and particularly above mentioned, and for that Effect to dig, work, and win Entries, Shanks, Levels, Vaults, and Sinks within any or whatsoever Part of the Bounds thereof for seeking, working,

working, and finding of the said Mines, Minerals, Colours, and Metals; and also with Liberty and Privilege of Ways and Passages thereto and therefrom, and generally to do, use, and exerce all and sundry other Means and Methods requisite for working, winning, and finding the same as they should think fit and expedient, and to use and dispose upon the said Mines, Metals, and others at their Pleasure, and to apply the same and whole Advantages and Profits thereof fully and freely to their own proper Use and Behoof, and with Power to him and his foresaids to melt, dissolve, try, purge, and refine the said Metals and Minerals, and to carry the same beyond Seas (except Gold and Silver, which by the Laws were prohibited to be exported), and generally with all and sundry other Liberties, Privileges, and Immunities whatsoever pertaining to, or which by the Laws and Practice of *Scotland* were possessed and enjoyed, or that to any other Mines and Works about the same could be anywise known to pertain and belong; as also all and whole the Town and Lands of *Ladywell*, comprehending the Towns and Lands of *Claypots* and *Little Ward*, with the Mill of *Ladywell*, with the Multures, Sucken, and Sequels thereof, and with the Manor House, Teinds, Houses, Biggings, Gardens, Grasings, Sheallings, Oak Woods and other Woods, Salmon Fishings and other Fishings, Parts, Pendicles, and Pertinents thereof whatsoever lying within the Parish of *Little Dunkeld* and Shire of *Perth*; and in like Manner all and whole the Lands of *Little Dunkeld*, with the Teinds, Houses, Biggings, Gardens, Tofts, Crofts, Grasings, Sheallings, Woods, Fishings, and whole other Parts, Pendicles, and Pertinents of the same whatsoever lying within the Parish and Sheriffdom foresaid; and, moreover, all and whole the Town and Lands of *Meikle Dalmarnock*, with Houses, Biggings, Yeards, Tofts, Crofts, Woods, both Stock and Branch Fishings, as well Salmon Fishings as other Fishings, Mosses, Muirs, Parts, Pendicles, and all other Pertinents of the same, lying within the Lordship of *Dunkeld* and Sheriffdom of *Perth* foresaid; and sicklike all and whole the Lands of *Gallowhill*, with the Three Butts of Land upon the North and West thereof, with these Parts of the Lands of *Drumnachory* acquired from *Robert M'Intosh* of *Ballichandie*, with the Teinds, Parsonage, and Vicarage of the same, and the Woods growing thereon, and the Half of the Lands of *Craigabreestack*, and the Two Acres of Land called the *Southaugh* thereof, with the Acre called *Man's Acre*, and Woods thereon, and Teinds thereof, all lying to the North and West of his Enclosures near the Town of *Dunkeld*, lying in the Parish of *Caputh* and Shire of *Perth* foresaid; and sicklike all and sundry the Lands and others under written, *viz.*, all and whole the Town and Lands of *Kilmorich*, the Haugh and Town and Lands of *Balnacraig*, *Croftday*, the Town and Lands of *Balledmon*, the *Mains*, the Town and Lands of *Rerannoch*, and the Town and Lands of *Balnald* and *Croftnashalloch*, *Croftcroy*, and of *Kilmorich*, with the whole Manor Places, Castles,

Towers,

Towers, Fortalices, Houses, Biggings, Yeards, Orchards, Mills, Miln Land, Multures, Sucken, Sequels, and Knaveships of the Corn Mills, Mosses, Muirs, Grasings, Pasturages, Sheallings, Parks, Meadows, Woods, Fishings, as well Salmon as other Fishings, Doves, Dovecoats, Coals, Coalheughs, Cunningars, Outsetts, Insetts, Annexis, Connexis, Dependencies, with the Pertinents pertaining or that were or should be known anywise to pertain or belong to the same, lying within the Parochine of *Dowlie* and Sheriffdom foresaid, with the Teind Sheaves, and other Teinds, both great and small, both Parsonage and Vicarage, of the Lands and Pertinents thereof foresaid purchased and acquired by the deceased *John* Duke of *Atholl*, his Great Grandfather, from *John Campbell* of *Glenlyon*, conform to a Contract of Excambion made and passed between them bearing Date the Fourteenth Day of *June* One thousand seven hundred and nine Years; as also all and whole the Lands of *Rotmell*, and Pendicles thereof, called *Newtoun* and *Newbigging*, the Lands of *Craigilto*, and the Wood and Woodlands of *Leadpettie*, and Teind Sheaves of the said Wood Lands of *Ledpettie*, with the Manor Place of *Rotmell*, Houses, Biggings, Yards, Orchards, Woods, as well Oak as other Woods, Meadows, Pasturages, as well in Commonty as in Property, and whole other Pendicles and Pertinents of the said Lands of *Rotmell*, and Pendicles thereof, called *Newtoun* and *Newbigging*, Wood Lands of *Leadpettie*, with the Woods and others aforesaid, and Pertinents, all lying within the Barony of *Dunkeld* and Sheriffdom of *Perth*, with the Salmon and other Fishings belonging to the said Lands upon the Water of *Tay;* and sicklike all and whole the Town and Lands of *Kingshaugh*, otherwise called *Meiklehaugh*, with the Houses, Biggings, Yeards, Tofts, Crofts, Woods, as well Oak as other Woods, growing or that might grow on the Ground of the said Lands, with all and sundry the Parts, Pendicles, and Pertinents of the said Lands, with the Salmon Fishings and other Fishings belonging thereto upon the Water of *Tay*, all lying within the Lordship of *Dunkeld* and Sheriffdom foresaid; and all and whole the Lands of *Auchagowan*, with the Houses, Biggings, Yeards, Crofts, Woods, Parts, Pendicles, and Pertinents thereof whatsoever, and Teinds thereof, Parsonage and Vicarage included, and which were never in use to be separated from the Stock, with the Lands and Sheallings of *Fordieshaw*, lying within the Lordship of *Dunkeld* and Sheriffdom foresaid, together also, with full and free Licence and Liberty to him and his foresaids and the Tenants and Possessors of the Lands of *Rotmell* and *Craigilto*, or of any other of the Lands above designed adjacent to the Lands of *Dowallie*, of Pasturage and Grasing of their Bestial, and of pulling Heather, casting of Peats and Turfs, and of winning and away taking thereof, with Passage and Gate Leave perpetually in Time coming, in and upon and forth and from the Mosses, Muirs, and Hills belonging to the Lands of *Dowallie*, commonly called the *Bishop's Month*, bounded as follows, *videlicet*,

videlicet, beginning at *Tomnaboin*, and from thence going to the East Side of *Monradd*, and from thence upwards to *Lochnahin*, and from thence as Wind and Water shears to the Head of the *Deuchar*, and from thence downward to *Glackmerlach* till ye come to the West Side of the Loch of *Rotmell*, and from thence down to the Peat Gate of *Rotmell* till ye come to the Know be West the Highway, all lying in the Parish of *Dowally* and Sheriffdom foresaid, purchased and acquired by the said *John* Duke of *Atholl*, his Great Grandfather, from *Henry Balneaves* of *Rotmell*, conform to a Disposition in his Favours dated the Seventeenth Day of *April* One thousand seven hundred and fourteen Years; and all and whole that Half by runrig of the Town and Lands of *Dowally*, all and whole the Wood Lands lying within the Bounds and Limits of *Dowally*, and the Corn Land thereof, and the Woods growing or to grow thereupon, and whole Pertinents thereof, in manner after mentioned; all and whole the Mill of *Dowally*, with the Multures and Sequels thereof and Mill Lands adjacent thereto; all and whole the Kirk or Vicar's Lands belonging to the Vicar of *Dowally*, with the Teinds of the same which were never in use to be separated from the Stock; all and whole the Half of the Hill or Month of *Dowally*, bounded as follows, *viz.*, betwixt the Burn of *Dowally* on the West-North Side, and therefrae to the Strype that runs on the West Side of *Tomnabane*, to the End of *Munred* up to the Height direct to the West End of *Lochnabane*, and directly East to the *Deuchar* on the East Side, and down *Glackow* on the South, and down to the East End of *Glackmarloch*, and to the Head of *Craigenloch*, and therefrae direct down to the West End of the Loch of *Rotmell*, and therefrae to the round Hillock betwixt the Laird of *Rotmell's* Peat Gate, and frae that to the Head of the March Dyke betwixt *Rotmell* and *Dowally*, lying within the Barony of *Dunkeld* and Sheriffdom of *Perth*; and which Lands, Mills, Teinds, and others above written, with the Pertinents, pertained heritably to *John* Marquis of *Atholl*, and were by him disponed to the deceased Lord *James Murray* of *Dowally*, conform to the Disposition thereof dated the Seventh Day of *January* One thousand seven hundred and two Years; and sicklike all and whole the Three Merk Land extending to a just and equal Half of the Town and Lands of *Over Dowally*, with Houses, Biggings, Yeards, Tofts, Crofts, Woods, Outsetts, Insetts, Tacks, Steadings, Rooms, Possessions, Mosses, Muirs, Meadows, Pasturages, Grasings, Commonties, Annexis, Connexis, Parts, Pendicles, with the Teinds and Pertinents thereof whatsoever, lying in the Parish of *Dowally* and Sheriffdom of *Perth* foresaid, purchased and acquired by *James* Duke of *Atholl*, his Grandfather, from Mrs. *Katherine Murray*, lawful Daughter to the said Lord *James Murray* of *Dowally*, and One of the Two Heirs Portioners served and retoured to him, and as Assignee and otherwise having Right conform to Disposition granted by her with Consent of *Andrew* Master of *Rollo* her Husband in his

Favours, dated the Sixteenth Day of *May* One thousand seven hundred and thirty Years; and sicklike all and whole that Pendicle of the Lands of *Rotmell* called *Newton* of *Rotmell*, now commonly called the Haugh or Isle of *Newbigging* of *Rotmell*, bounded on the *Rotmell* Side by the highest Flood Mark, and comprehending, as a Part and Pertinent thereof, the Pendicle called *Little Dalmarnoch* or *Ballieclochan* on the opposite or West Side of the *Tay*, with Oak Woods, Salmon Fishings, and other Pertinents belonging to the same, lying within the Barony of *Rotmell*, Parish of *Dowally* and *Little Dunkeld*, and Shire of *Perth*, contained in a Right and Disposition thereof granted to the said *James* Duke of *Atholl* by *Thomas Bisset* of *Glenelbert*, dated the Ninth Day of *November* One thousand seven hundred and fifty-seven Years; and sicklike all and whole the Lands of *Ballagullan*, with the Liberty of a Commonty on *Clunevracky*, together with the Croft called *Croftmackcallavichaell*, with Houses, Biggings, Yeards, Tofts, Crofts, Oak Woods and other Woods, Parts, Pendicles, Grasings, Sheallings, and whole other Pertinents thereto belonging, lying within the Parish of *Mouline* and Shire of *Perth*, contained in a Right and Disposition thereof granted to the said *James* Duke of *Atholl* by *Duncan Robertson* of *Auchleex*, dated the Eleventh Day of *November* One thousand seven hundred and fifty-one Years; as also all and whole the Forty Shilling Land of *Lettoch* and Commonty of *Clunevracky*, with Houses, Biggings, Grasings, Sheallings, Mosses, Muirs, Meadows, Woods, as well of Oak as other Woods, Fishings, as well of Salmon as other Fishings, upon the Water of *Tummell*, Yeards, Parts, Pendicles, and Pertinents of the said Lands, and with Liberty of a Way or Gate to them and their foresaids, and to their Tenants and Possessors of the said Lands of *Balnacraig* and *Pitfourrie* for carrying home their fuel Peats, Turf, Heather, Feal, and Divot yearly, conform to his Rights and Infeftments thereof lying within the Parish of *Mouline*, old Regality of *Atholl* and Shire of *Perth*, contained in a Right and Disposition thereof granted to the said *James* Duke of *Atholl* by *John Robertson* of *Lattoch*, dated the Twentieth Day of *February* One thousand seven hundred and fifty-four Years; as also all and whole the Lands and Brae of *Arnagaig*, and the Croft of Land commonly called the Croft of *Fungorth*, with the whole Butts and Balks, Parts, Privileges, and Pertinents thereof, with the Teinds of the same, as well Parsonage as Vicarage, which were never in use to be separated from the Stock, as the same were severally bounded and described in the original Rights and Infeftments thereof, lying then contiguous together, and were then bounded as follows, *viz.*, by the Lands of *Tulliemillies* and *Gallowhill* on the West, that Inclosure or Park commonly called the *Clover Park* belonging to him on the South, the said Lands called *Browster's Bank* or *Leacock's Brae*, sometime belonging to *Robert Man*, Writer in *Dunkeld*, on the East, and the Lands formerly belonging to *Thomas Man*, Writer there,

there, and inclosed by him on the North Parts thereof, together with Four Bolls good and sufficient Bear for sowing the said Crofts of *Fungorth* yearly to be uplifted out of all and whole the Lands of *Fungarth*, betwixt Yuil and Candlemas, as follows, *viz.*, Three Bolls thereof out of the Town and Lands of *Fungorth*, belonging in Property to Sir *George Stewart* of *Grandtully* Baronet, Half a Boll thereof out of that Part of the said Lands of *Fungarth* formerly belonging to the said *Thomas Man*, and the remaining Half Boll out of the said Lands of *Arnagaig* above mentioned, thereby disponed, which were Part of the Lands of *Fungorth*, all lying within the Prebendary of *Fungorth*, Parish of *Caputh* and Sheriffdom of *Perth*, together also with the Privilege and Liberty to him as Proprietor or his Tenants as Possessors of the said Lands of pasturing of Cattle and Goods upon the said Lands of *Fungarth*, and to win Peats, Turfs, Heather, and Ferns from the Mosses and Muirs thereof as was in use to be done; as also all and whole that Part and Portion of the Town and Lands of *Fungarth*, called the *Auldlands* and *Plains*, with the Ward lying on the North Side thereof, with the Teinds of the same which were never in use to be separated from the Stock, and whole other Parts, Pendicles, and Pertinents thereof, as the same were all inclosed by the deceased *Thomas Man* by Stone Dykes and Hedges, and then commonly went under the Name of *Denhead*, lying in the Parish of *Caputh* and Shire of *Perth*, contained in a Disposition thereof granted by *Thomas Bisset* with Consent and Concurrence of the Persons therein named in favour of the said *James* Duke of *Atholl*, dated the Day of One thousand seven hundred and fifty-eight Years; and farther, without Prejudice of the foresaid Generality, the following Lands of the said Earldom of *Atholl*, *viz.*, the Six Merk Land of *Easter Cluny* and *Middle Cluny*, in the Parish of *Moulin*, the Eight Merk Lands of *Killiechassie* and Five Pound Lands of *Pitcastle Blackhills* alias *Dowchroken*, and Five Merk Lands of *Edradynat*, comprehending the Lands of *Langin Shenval* and *Balnald*, all lying in the Parish of *Logierait*, the Lands of *Derculich* with the Miln and Miln Lands thereof, and the Lands of *Toberindonich* lying in the Parish of *Dull*, the Four Pound Lands of *Knockfoldich*, the Lands of *Findynate* including Part of the Lands of *Tulliepowrie*, all lying in the said Parish of *Logierait*, the Lands of *Wester Cluny* and *Kammock*, the Miln and Miln Lands of *Wester Cluny*, all lying within the Parish of *Moulin*, the Lands of *Wester Dunfallandies* and Miln thereof, *Easter Dunfallandies* and Forty Shilling Land of *Eastertyre*, lying within the Parish of *Logierait*, the Forty Shilling Land of *Balnacraig* and the Miln of *Tomachoular*, the Forty Shilling Land of *Pitfourie*, the Lands of *Killyvouline* and *Camloch;* all and whole the Forty Shilling Land of *Balledmund* and Drum of *Pitlochry*, all lying in the said Parish of *Mouline*, Middlehaugh of *Dalshian*, the Lands of *Ballintuim*, *Donavourd*, and *Balnacree*, all lying in the said Parish of *Logierait*, the Forty Shilling Lands of *Ballyoukan* and

and the Forty Shilling Lands of *Ballameanoch* and the Mill of *Pittagirr*, lying in the said Parishes of *Mouline* and *Logierait*; as also all and whole the Lands and Barony of *Dounie* and Third Part of *Strathardle*, comprehending the particular Lands and others specially mentioned in the Rights and Infeftments of the same, so far as they had not been previously sold and disponed by him, the Town and Lands of *Wester Callies*, lying in the Parish of *Blairgowrie*; and sicklike all and whole those Parts and Portions after specified of the Earldom, Lordship, and Regality of *Atholl*, *viz.*, the Wester Merk Land of *Glenderby* alias *Glengynate*, the Lands of *Easter Glenderby* alias *Glengynate*, extending to a Third Part of the said whole Lands of *Glengynate*, with all and sundry Manor Places, Houses, Biggings, Yeards, Mosses, Muirs, Meadows, Lochs, Fishings, Woods growing and to grow, Grasings, Sheallings, Commonties, Common Pasturages, and haill Pertinents thereto belonging, all lying within the Parish of *Kirkmichael* and Shire of *Perth*, together with the Teinds, great and small, Parsonage and Vicarage of the said Lands, the Property of which Lands of *Glenderby* alias *Glengynate* were purchased and acquired by him the said *John* Duke of *Atholl* at a judicial Sale of the Estate of *John Robertson* of *Straloch*, to whom the Property thereof formerly belonged holden of him in Feu; and also all and whole the Lands of *Westhaugh* of *Dalshian*, and all and whole the Two Merk Land of *Easthaugh* of *Dalshian*, together with the Croft commonly called *Croftnlone*, extending to One Merk Land with the Houses, Buildings, Yards, Orchyards, Tofts, Crofts, Mosses, Muirs, Meadows, Pasturages, Grasings, Shealings, Woods as well Oak Woods as other Woods, Salmon Fishings and other Fishings upon the Water of *Tummell*, and all other Pertinents belonging to the said Lands lying within the Parish of *Logierait* and Sheriffdom of *Perth*, together with the Teinds, great and small, Parsonage and Vicarage of the said Lands, and in like Manner all and whole the Town and Lands of *Easter Riemore* lying in the Parish of *Caputh* and Sheriffdom of *Perth*, and whole Parts, Pendicles, and Pertinents thereof purchased by him from *Christian Campbell*, who held the same from him in Feu Farm; and also all and whole the Lands of *Little Lows*, the Lands of *Craiglush*, and the Lands of *Little Drumbuie*, with the Wood of *Little Drumbuie* which belonged to *John Stewart* of *Cairdneys*, and all other Woods on the said Lands, and also the Two Lochs of *Cairdneys* and *Craighlush*, lying bewest the House of *Cairdneys* and the Meadow of *Drumbuy*, and also that Piece of Muir besouth the Sheep Cote of *Cairdneys*, bounded on the North by the small Inclosure in which there are or were some Fir Trees growing, and by a Line drawn from that Inclosure East to the Loch of *Butterstone*, where the Burn enters the Loch, and by a Line drawn Westward from the South-west Corner of the said small Inclosure to the South-west Corner of the Garden of *Cairdneys*, with Power to lead a Drain from the Loch of *Cairdneys* to the Loch

Loch of *Butterstone*, together with the whole Mosses, Muirs, and Pertinents belonging to the said Lands and Fishing of the said Two Lochs, and all Right which the said *John Stewart* had to the Teinds, Parsonage, and Vicarage of the said Lands and others, all lying in the Parish of *Caputh* and Sheriffdom of *Perth*, purchased and acquired by the said *John* Duke of *Atholl* his Father from the said *John Stewart* of *Cairdneys*, conform to a Disposition dated the Thirteenth Day of *October* One thousand seven hundred and seventy-four Years; and also all and whole those Parts and Portions of the Lands of *Cairdneys* purchased and acquired by *David Stewart*, Merchant in *Edinburgh*, from the Trustees of the deceased *John Menzies* of *Culdares*, *viz.*, all and whole those Parts and Portions of the Lands of *Over Cairdneys* and *Cairdneys* between the Lochs, with the Manor Place, Yeards, Orchards, Lochs, Fishings, and others, sometime belonging to the said *John Menzies*, comprehending the Lands under written, *viz.*, the Miln and Mains of *Cairdneys* possessed by *John Keir*, that Part of *Over Cairdneys* sometime possessed by *Robert Pennycook*, and that Part of the Lands of *Over Cairdneys* formerly possessed by *James Campbell* and *James Dow*, the Lands of *Knowhead* possessed by *John M'Leish*, and the Lands of *Rienent* possessed by *John Lamb*; as also those Parts of the Lands of *Butterstone* possessed by *John Calmannoch*, all which Lands were afterwards possessed by *Neil Robertson* and others, with the Woods, Lochs, and other Pertinents belonging to the said Lands lying within the Lordship of *Dunkeld* and Sheriffdom of *Perth*; as also that Part and Portion of the Lands and Estate of *Fungorth*, commonly called *Haughend*, which lies on the South Side of the Highway leading from *Dunkeld* to *Deansburn*, including the Land and Grass, Oakwood and Ground whereon it grows, the Houses and Yeards, also the Fishing and Ferry on the River *Tay*, and Boats thereto belonging, with the Teind Bolls, Parsonage and Vicarage, of the said Lands, with all the Privileges and Pertinents of the Premises lying in the Parish of *Caputh* and Shire of *Perth*, which Lands were purchased and acquired from *Thomas Mitchell*, Writer in *Perth*; and also all and whole that other Part and Portion of the said Lands of Haugh of *Fungorth*, commonly called *Haughend*, which lies on the North Side of the Road or Highway leading from *Dunkeld* to the *Dean Burn*, which Burn is the Boundary of the said Lands on the East, with the Houses, Biggings, Yeards, Tofts, Crofts, Parts, Pendicles, and Pertinents of the same, with the Woods and Ground whereupon the same grows, and Teinds, both Parsonage and Vicarage, of the said Lands lying in the Parish of *Caputh* and Shire of *Perth*, which were acquired from *Francis Morison* of *Haughend*; and also all and whole that Part and Portion following of the Town and Lands of *Graystone* lying within the Prebendary of *Fungorth*, Lordship of *Dunkeld*, and Sheriffdom of *Perth*, *viz.*, Thirty-eight Acres and Eight Tenth Parts of an Acre *Scots* Measure or thereby of the Hill or Moor of *Graystone*, including

including some Arable Ground upon the Middle or Top of said Moor, with the Teind Sheaves, as well Parsonage as Vicarage, of the same, which were never in use to be separated from the Stock, which Thirty-eight Acres and Eight Tenth Parts of an Acre are bounded as follows; on the North and North-east by the Grounds belonging to Sir *George Stewart*, from which the Grounds thereby disponed were divided by a Line of March Stones or Cairns set by *Andrew Thom* Land Surveyor, on the South-east by a Line of Stones set up by the said *Andrew Thom*, stretching from the Wood of the *Ordies* to the East Corner of an Enclosure called the *Waird*, belonging to him, the said Line of March Stones dividing the Lands thereby disponed from the remaining Lands of *Graystone*, and from the said Sir *George Stewart's* Lands of *Fungorth*, and on the South and West and all the other Sides by the Inclosures and Plantations belonging to him, as the said Thirty-eight Acres and Eight Tenths of an Acre or thereby were measured and staked off, and March Stones set by the said *Andrew Thom*, and delineated on a Plan drawn out and signed by him; as also all and whole Two Acres and Six Tenth Parts of an Acre *Scots* Measure or thereby, called *Mackinlay's* Acres, being the whole Lands that belonged to Sir *John Stewart*, lying mostly runrig, and in Four detached Parcels, among the Lands of *Little Dunkeld*, belonging to him, and bounded thereby on every Side, except where they were joined by the Glebe and Churchyard of *Little Dunkeld*, and the Road from *Perth* to *Invar*, with the Houses, Biggings, Yards, Parts, Pendicles, and Pertinents whatsoever thereto belonging, and which Lands in the said Sir *George Stewart's* Rights and Infeftments are described as follows, *viz.*, these Four Roods of Land or thereby, with the Houses, Biggings, Yards, and Pertinents thereof, lying in the Town of *Little Dunkeld*, bounded betwixt the Lands of old pertaining to *Thomas Abercromby* of that Ilk, and afterwards to the Heirs of umquhile *John Dulson* on the East, the Lands of Vicar Pensioner of *Little Dunkeld* on the West, the Lands of the Barony of *Dunkeld* on the South, and the Common Highway on the North Parts, and that Tenement, with the Houses, Taill, and Pertinents, lying in the said Town on the South Side thereof, bounded by the Lands of the Heirs of umquhile *John Doullson* on the East, the Lands of the Blessed Virgin *Mary* on the West, the Common Highway on the South, and the Water of *Tay* on the North; as also that Croft of Land, with the Pertinents lying on the West Side of the Kirkyard of the Parish Kirk of *Little Dunkeld*, with the haill Pendicles and Pertinents of all and sundry the foresaid Lands, sometime possessed by *John Mackinlay* and *Janet Kewan* his Spouse, lying within the Lordship of *Dunkeld* and Sheriffdom of *Perth*, which Lands of *Graystone* and *Mackinlay's* Acres were acquired by him in Excambion for other Lands from Sir *John Stewart* of *Grandtully*, and *George Stewart* his Son, afterwards Sir *George Stewart* of *Grandtully* Baronet, conform to

Contract

Contract of Excambion between him and them, dated the Thirty-first Day of *August* and Eleventh Day of *September* One thousand seven hundred and ninety-three, and Fourteenth Day of *April* One thousand seven hundred and ninety-four, and recorded in the Sheriff Court Books of *Perthshire* the Eighth Day of *May* One thousand seven hundred and ninety-four Years; all and whole that Part of the Muir or Month of *Littar* called the Park of *Littar*, both Property and Superiority, and all Grasings, Pasturage, and Pertinents thereof, with Power to appropriate, improve, labour, and cultivate the same at Pleasure, and to exclude all others therefrom; and which Park called *Littar* is bounded and enclosed as follows, *viz.*, by a Stone Wall upon the East, South, and West Parts, and on the North by the South Loch of *Cardneys*, with the Privilege and Servitude of Common Pasturage, Fuel, Feal, Turf, Divot, and Heather, and all other Parts of the said Muir of *Littar* without the Bounds of the said Park, together with the Teinds, great and small, Parsonage and Vicarage of the same, lying within the said Parish of *Caputh* Dukedom of *Atholl* and Sheriffdom of *Perth* foresaid; and likewise all and whole the Town and Lands of *Newtyle*, commonly called the *Hoyle*, the Hill thereof and Hill of *Dungarthill*, with the Houses, Biggings, Yeards, Tofts, Crofts, Slate Quarries, Parts, Pendicles, and whole Privileges and Pertinents of the same, together with the Teinds, both great and small, as well Parsonage as Vicarage included, and which were never separated formerly from the Stock, and the Fishings of Salmon as well as other Fishings in the Water of *Tay* belonging to the same, lying within the Parish of *Caputh* and Lordship and Barony of *Dunkeld* and Sheriffdom of *Perth*; and also all and whole the Two Merk Land of *Kirkton* of *Struan*, with the Houses, Biggings, Grazings, Sheallings, Mosses, Muirs, Meadows, Yards, Parts, Pendicles, and universal Pertinents thereof, with the Salmon Fishings and other Fishings on the Waters of *Garrie* and *Erachtie* as far as extends to the Bounds of the said haill Lands and Pertinents thereof respective, with the Woods growing on the said Lands, by all the righteous Meiths and Marches used and wont as the same were sometime enjoyed by the deceased *Patrick Robertson* of *Blairphetty*, lying in the united Parishes of *Blair* and *Strowan*, late Regality of *Atholl* and Shire of *Perth*; and all and whole the Mill of *Kirktown* of *Strowan*, Mill, Mill Lands, Multures, Sucken, and Sequels of the same, with the Thirlage and Astriction thereto of the Lands of *Blairphetty* and *Kirktown* of *Strowan*, and of the Forty Shilling Land of *Trinafour*, the Two Merk Land of *Auchleeks*, the Forty Shilling Land of *Dallihaleuk*, and of the Lands of *Dalnamoon*, *Dalnacardock*, *Dallinrich*, *Dallinturuanie*, and *Auchleanie*, with haill Corns that shall grow thereon (Seed and Teind excepted), to be carried to and laboured at the said Mill, and paying the haill Multures, Suckens, Knaveships, and other Duties used and wont, and performing the Service of upholding the

Mill,

Mill, Mill Dam, and Water Gangs, drawing Stones and other Services needful and ordinary thereanent, and as other thirled Lands in like Cases are in use to be perform; and sicklike all and whole the Teinds, great and small, Parsonage and Vicarage, of the said Two Merk Land of *Kirktown* of *Struan* and others, with the whole Parts, Pendicles, and Pertinents, with the Burden of the Minister's Stipend, and all other Burdens imposed or to be imposed on the said Teinds, excepting and reserving to the Superior and his Heirs and Successors all the Mines and Minerals of whatsoever Nature, Kind, or Quality that may be found within the Bounds of the said Lands, with the Liberty of winning, leading, and away taking of the same, and of building Houses for the Accommodation of the Miners, but with this Provision, that he and his foresaids be obliged to satisfy the Feuars and Possessor of the Lands for the Time for what Damage shall happen through breaking of the Ground, building of Houses, and making Ways through the Lands, and in searching for, winning, and away leading the said Mines and Minerals; as also all and whole the Lands of *Woodsheal*, *Auchinrie*, and *Cultaloskin*, lying in *Glenerochty*, being Parts of the Nine and a Half Merk Lands of *Glenerochty* of old Extent, declaring that the Boundary Lines betwixt these Farms and the others purchased by *Robert Robertson* Esquire of *Auchleeks* shall be as the present Tenants have from immemorial Usage been accustomed to consider them; and declaring that *Anne Gow* shall be entitled to possess the House built and presently possessed by her on the Farm of *Cultaloskin* with the Yard thereto attached, and the Privilege of casting Peats for her own Use, free of Rent, during all the Days of her Life; and all and whole the Six Merk Lands of *Invervack* of old Extent, comprehending the Farms of *Mill Town* of *Invervack*, *Margrochach*, *Margdow*, and *Dundavarg*, lying on the South Side of the River *Garry;* and all and whole the Hill or Lands of *Mealnaleterich* lying on the South Side of *Lochgarry*, and being also Part and Portion of the said Nine and a Half Merk Lands of *Glenerochty;* together with Castles, Towers, Fortalices, Manors, Orchards, Yards, Tofts, Crofts, Mills, Multures, Woods, Fishings, Lakes, Forests, Annexis, Connexis, Pendicles, and Outsets of the whole foresaid Lands and universal Pertinents of the same; but declaring that the Front Pew in the Church of *Blair Atholl* belonging to the Barony of *Strowan* is excepted from this Conveyance, the same being reserved to the Proprietor of the said Barony, all which Lands and others lye within the Sheriffdom of *Perth*, and are Parts of the united, annexed, and incorporated entire and free Barony of *Strowan*, and which Barony is more fully described in a Trust Disposition granted by the deceased Colonel *Alexander Robertson* of *Strowan* in favour of his Trustees therein named, dated the Twentieth Day of *September* Eighteen hundred and twenty, and recorded in the Sheriff Court Books of *Perthshire* the Twenty-eighth Day of *January* Eighteen hundred and twenty-three, of which Barony

the Manor Place of *Invervack* is declared to be the principal Messuage, and that One Sasine taken there shall stand and be sufficient for all and singular the Lands, Mills, Woods, Fishings, and others foresaid, conform to a Charter of the said Lands and others, dated the Twenty-seventh Day of *June* Sixteen hundred and thirty-six, as the said Lands are described in a Right and Disposition thereof granted to him by the Trustees and Heir of the said deceased Colonel *Alexander Robertson* of *Struan*, dated the Tenth, Eleventh, Fifteenth, and Eighteenth Days of *May* Eighteen hundred and twenty-seven; as also all and haill the just and equal Half of the Shealling of *Kyries*, upon the Water of *Eander*, with full Power to him and his foresaids and their Tenants or others in their Right to sheal and pasture their Bestial yearly thereon in manner used and wont, as the same was purchased by him from *Charles Stewart* Esquire, formerly of *Shierglass*, then residing in *Portobello*, conform to Disposition by the said *Charles Stewart* to him dated the Twentieth Day of *August* Eighteen hundred and twenty-seven; as also all and whole the Town and Lands of *Fungorth* and Lands called the Woods of the *Ordis* and *Craig*, containing Four hundred and ninety-nine Acres and One hundred and thirty-one Parts of an Acre or thereabout agreeably to a Survey and Measurement by *James Chalmers*, including Oak and other Woods, Teinds (so far only as Sir *George Stewart* of *Grandtully* Baronet had Right thereto himself), and Pertinents, which Lands then consisted of the following Possessions, *viz.*, that Part thereof possessed by *Donald Reoch* at the yearly Rent of Thirty-seven Pounds Six Shillings and Eightpence Sterling besides Casualties, that Part thereof possessed by *John Reoch* at the yearly Rent of Thirty-seven Pounds Six Shillings and Eightpence Sterling besides Casualties, that Part thereof possessed by *Thomas Borrie* at the yearly Rent of Thirty-nine Pounds Two Shillings and Sixpence Sterling besides Casualties, that Part thereof possessed by *John* and *Charles Leslie* at the yearly Rent of Forty-three Pounds Twelve Shillings and Sixpence besides Casualties, that Part thereof possessed by *James Keil* at the yearly Rent of Thirty-four Pounds Seventeen Shillings and Sixpence besides Casualties, that Part thereof possessed by *Thomas Borrie* and others at the yearly Rent of Thirty-four Pounds Nine Shillings and Twopence Sterling besides Casualties, a Pendicle thereof possessed by Widow *Keir* at the yearly Rent of One Pound One Shilling Sterling, and another Pendicle thereof possessed by *Helen Chalmers* at the yearly Rent of One Pound One Shilling Sterling, which Lands and others are described in the Titles as follows, *viz.*, all and haill these Two Woods, with the Meadows, Croftboig, and others under written, lying and bounded as follows, *viz.*, all and haill the Wood called the *Ordis* with the Boig and Meadow thereof, beginning at the South-west, lineally passing as the Common Gate strikes to the Bridge of the *Pow*, with the Meadow to the North, to the Burn that descends in the *Dowlack* that divides the Prebendar

of *Fungorth's* Lands and the Laird of *Arntully's* Lands upon the North, and extending lineally up that Side of the said Burn to the East End of the Bishop Meadow which the said Laird of *Arntully* had in Feu of the Bishop of *Dunkeld*, and passing from the said Meadow directly West to the *Foul Pool*, and lineally from the said *Foul Pool* to the Height of the Craig of the said Pool as Wind and Weather shiers, and therefrom to the *Hynd Know* direct West, so far as Wood grows; as also all and haill that Wood called the *Craigwood*, with the Croft called *Officers Croft* (otherways known by the Name of the *Chapel Mains* of *Fungorth*, being that small Piece of Ground surrounded by the Property of Mrs. *Strattan*, and lately enclosed and planted), beginning at the East at the *Tathfauld* of *Fungorth* and Circuit round about, with the Arable Lands of the Hillhead and Haugh of *Fungorth* on the South, lying in the Lordship of *Dunkeld* and Sheriffdom of *Perth;* and in like Manner all and haill that East Quarter or Fourth Part of the Town and Lands of *Fungorth*, with the Woods, Houses, Biggings, and Pertinents thereof, together with the Teinds, as well predial as personal and Parsonage as Vicarage, which were ever in use to be received and collected past Memory of Man, and were never separated from the Stock, lying and bounded as follows, *viz.*, beginning at the North Side of the Town of *Fungorth*, and passing therefrom directly North-west to the Common Gate that comes from *Dunkeld*, and lineally therefrom as the Common Gate strikes even East to the *Calsey* Bridge of *Pow*, with Wood and Wood Lands, *Pow* Mouth, and Brown Hillock lying on the South Side of the said Gate and Bridge, and lineally from the said Bridge of the *Pow* to the South as the *Pow* ascends to the Loch of *Cairnie* and Circuit about on the South Side of the said Loch, and then lineally passing from the North-west End of the said Loch directly South-west to the Osier Sauchin Bush that grows on the East End of the *Kilmyre*, and therefrom direct South about as the Dyke is built to the East End of the Town of *Fungorth*, and with Power to hayn, cut, sell, or put away Oak, Birch, Sauchs, Osalls, or any Kind of Wood growing within the forenamed Bounds, with common Pasturage of their own proper Goods allenarly and with free Ish and Entry to the Woods of *Ordis*, which East Quarter or Fourth Part of the said Town and Lands of *Fungorth* and others above written pertained heritably of before to *William Ambrose*, Portioner of *Fungorth*, and were disponed by him with Consent of *Janet Taylor* alias *Robertson* his Spouse for her Right and Interest to umquhile Sir *William Stewart* of *Grandtully*, his Heirs and Assignees whatsoever, heritably and irredeemably, without any Manner of Reversion or Regress; as also all and haill that Fourth Part of all and sundry the Tofts of the Town and Lands of *Fungorth*, with Houses, Biggings, Yards, Parts, Pendicles, and Pertinents thereof bounded betwixt the Toft of the East Quarter of the said Town and Lands of *Fungorth*, sometime pertaining to the said umquhile Sir *William Stewart* of *Grandtully* in Life Rent and the

said

said *John Stewart* in Fee, on the East, that Croft of the Fourth Part of the Town and Lands of *Fungorth* sometime pertaining heritably to *William Taylor* on the West, and the Commonty of the Town and Lands of *Fungorth* on the South and North Parts, together with all and sundry the Teinds of these Portions of the Lands and others respectively above written with the Pertinents as well Parsonage as Vicarage included, which were never in use to be separated from the Stock, and with all and sundry Muirs, Mosses, Grazings, Pasturages, Commonties, Parts, Pendicles, and Pertinents of the said Lands whatsoever; and all and haill that Fourth Part of the Town and Lands of *Fungorth*, with the Houses, Biggings, Yards, Tofts, Crofts, Parts, Pendicles, Privileges, and Commodities belonging thereto, sometime belonging to the deceased *John Taylor*, and disponed by *Elspet Taylor* his only lawful Daughter and Heir to and in favour of *John Young* elder Portioner of *Fungorth*, and sometime possessed by him, with all and sundry the Teinds, as well Parsonage as Vicarage, predial as personal included, with all and sundry their Pertinents safe and free from all Payment of Teinds, whatsoever, which were uplifted by the Tenants and Labourers of the said Fourth Part of the Town and Lands of *Fungorth* past Memory of Man, and were never in use to be separated from the Stock lying within the Lordship of *Dunkeld* and Shire of *Perth;* and in like Manner all and haill that Portion of Land of *Fungorth* called the *Carsehill*, together with these Tofts, Houses, Biggings, Yards, and Pertinents, some time occupied by the deceased *John Young*, some time Maltman in *Fungorth*, and *Andrew Dugald* there, and afterwards by *James Kinkell;* as also all and haill the just and equal sunny Half of the *Meikleward*, with Parts, Pendicles, Pasturages, Commonty Privileges, and Pertinents thereof whatsoever, together with the Teind Sheaves as well Parsonage as Vicarage thereof, which were never in use to be separated from the Stock, lying in the said Lordship of *Dunkeld*, Prebendary of *Fungorth*, and Sheriffdom of *Perth*, and which pertained formerly to *John Young* of *Graystone*, and were disponed by him to the said *John Stewart* conform to his Disposition, dated the Second Day of *August* in the Year Seventeen hundred and four, as the same were purchased by him from Sir *George Stewart* of *Grandtully* Baronet, and are described in a Disposition thereof by the said Sir *George Stewart* to him, dated the Twenty-sixth Day of *November* Eighteen hundred and twenty-seven; as also all and whole the Two Merk Land of *Toldunie* and Forty Penny Land of *Croftavonnet*, with Houses, Biggings, Grazings, Shealings, Mosses, Muirs, Meadows, Woods, Salmon Fishings upon the *Linn*, and other Parts thereof below the said Lands upon the Water of *Tilt*, Commonties, Common Pasturages, and whole Pertinents thereto belonging, and Teinds of the said Lands, so far as *Peter Robertson* Esquire had Right thereto himself, lying within the Parish of *Blair Atholl* and Shire of *Perth;* as also all and whole that Part and Portion of the Lands and Barony of *Lude* called

called the Four Merk Land of *Lude*, lying on the North-west Side of the Water of *Fender*, and separated by said Water from the rest of the Barony of *Lude*, with the whole Parts, Pendicles, and Pertinents thereof lying within the Barony of *Inchmartine* by Annexation, and Shire of *Perth* aforesaid, as the same were purchased by him from and are described in a Right and Disposition thereof granted to him by *George Hibbert* Esquire, of the City of *London*, Merchant, Factor, and Commissioner, for *Peter Robertson* Esquire, of the Parish of *Saint Thomas-in-the-East* in the County of *Surrey*, and Island of *Jamaica*, dated the Eighteenth Day of *February* Eighteen hundred and twenty-eight Years; and also all and whole the several and respective Houses, Tenements, Areas, Yards, Crofts, Parks, Orchards, Gardens, with the Woods, Fishings, and Pertinents belonging to him, lying in and about the City of *Dunkeld*, as the same are particularly bounded and described in the ancient and modern Rights and Infeftments thereof, all holden as there repeated and particularly enumerated for the sake of Brevity, together with all Right, Title, and Interest whatever which he, his Predecessors or Authors, had or could anyways claim or pretend to the Lands and others therein disponed, or any Part thereof, all which Lands are also contained and described in the Trust Disposition and Settlement herein-after recited executed by the said *John* Fourth Duke of *Atholl* of the same Date with the said Deed of Entail under recital, under the Burden of which Trust Disposition the said Deed of Entail under recital is declared to have been granted; but always with and under the Burden of Payment of all the just and lawful Debts, whether heritable or moveable, and if heritable whether affecting the Lands and others before disponed, or any other Properties, that should be resting and owing by him at the Time of his Decease, without Relief against his Heirs or Disponees in his said other Properties; together with the Provisions and Jointures which he had already granted or might thereafter grant in favour of his Children or any of them, and of *Marjory* Duchess of *Atholl* his then Spouse, excepting only such of the said Provisions and Jointures as were made to affect his other Lands and Estates or any of them, and also of the Liferent granted by him to the Duchess of his Mansion House at *Dunkeld* and others; and it was by the said Deed of Entail under recital declared that the same should only take effect when the Ends, Uses, and Purposes of the said Trust Disposition should be accomplished, and the Trustees thereby appointed should have denuded of the Trust by conveying the said Lands and others, or such Part thereof as should not have been sold, to the Heirs of Entail named in the said Deed of Entail under recital, which Deed of Entail was granted under the Conditions, Provisions, Restrictions, Exceptions, Clauses irritant and resolutive, Declarations, and Reservations therein contained, being such as constitute a strict Entail by the Law of *Scotland*:

Trust Disposition and

And whereas the said *John* Fourth Duke of *Atholl*, by Trust Disposition and Deed of Settlement dated the said Twelfth Day of *January*

One

Deed of Settlement by John 4th Duke, dated 12th Jan. 1829.

One thousand eight hundred and twenty-nine, and registered in the Books of Council and Session the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, upon the Narrative of the great Burdens affecting his Estates in *Scotland*, and of his Anxiety to preserve the same to the Family of *Atholl* by creating a Sinking Fund for the Payment of Debts, and otherwise, gave, granted, and disponed from him and his Successors to and in favour of his Grace *Hugh* Duke of *Northumberland* (now deceased), the Right Honourable *Algernon* Lord *Prudhoe* (now Duke of *Northumberland*), Sir *John Hay* of *Smithfield* and *Hayston* Baronet (now deceased), *Adam Hay* Esquire, his Son, Banker in *Edinburgh* (now Sir *Adam Hay* of *Smithfield* and *Hayston* Baronet), and *George Forbes* Esquire, also Banker in *Edinburgh*, and then Partner of the Banking House of Sir *William Forbes*, *James Hunter*, and Company, and to such other Person or Persons as he might thereafter appoint by a Writing under his Hand, and to such other Person or Persons as should be assumed by virtue of the Powers therein-after given, and to the Survivors or Survivor, Acceptors or Acceptor of them, any Three to be a Quorum, and if they should be reduced to Two or One, with full Power to such Two or One to act as Trustees, for the Ends, Uses, and Purposes therein and herein-after mentioned, and their Assignees heritably and irredeemably, all and sundry Lands, Heritages, Teinds, Tenements, and other heritable Subjects whatever which then pertained and belonged or should at the Time of his Decease pertain and belong to him, lying within *Scotland*, excepting the Estate entailed by *John* Duke of *Atholl* and *Charlotte* Duchess of *Atholl*, his Father and Mother, by Deed of Entail of the Twenty-ninth Day of *October* One thousand seven hundred and sixty-six, and the Lands and others entailed or to be entailed by the said *John* Fourth Duke, as a Surrogatum for Part of the said entailed Estate disposed of by him, as also excepting the Estate situated above or to the North of the Pass of *Killiecrankie* settled by him upon his Second Son Lord *James Murray*, then Lord *Glenlyon*, and the Heirs Male of his Marriage with Lady *Emily Percy*, youngest Daughter of *Hugh* late Duke of *Northumberland*, and certain other Heirs, by Deed of Entail dated the Sixteenth Day of *November* One thousand eight hundred and ten, executed by him in implement of the Contract of Marriage between the said *James* Lord *Glenlyon* and the said Lady *Emily Percy*, as also excepting the Estates of *Dalcapon* and *Ballachandy* and others entailed by him upon the said Lord *Glenlyon* and the Heirs Male of his said Marriage, and certain other Heirs, by Deed of Entail dated the Eleventh Day of *January* One thousand eight hundred and twenty-seven, and recorded in the Register of Entails the Third Day of *March* thereafter; and the said Duke by the said Trust Disposition and Deed of Settlement under recital also gave, granted, disponed, assigned, and conveyed to his said Trustees in manner foresaid all Debts, heritable and moveable, and whole Goods, Gear, Debts, Sums of Money, and Effects which should pertain and belong

belong or be addebted and owing to him in any Manner of Way at the Time of his Decease, including Heirship Moveables, and particularly, without Prejudice of the foresaid Generality, that Part of the Earldom of *Atholl* and whole Lands thereof situated below or on the South of the said Pass of *Killiecrankie* and others, being the Lands and Heritages specially set forth and described in the said last therein and herein-before recited Deed of Entail, together with all Right, Title, and Interest whatsoever which he, his Predecessors and Authors, had or might anyways claim or pretend to the Lands and others thereby disponed, or any Part thereof; but with and under the Burden of the Liferent of *Marjory* Duchess of *Atholl*, his Spouse, of Part of the Subjects thereby conveyed, granted by the said Duke to her, by a certain Deed dated the Twenty-fifth Day of *February* One thousand eight hundred and nineteen; and that in trust always for the Uses, Ends, and Purposes therein and herein-after mentioned; in the first place, for Payment of his the said Duke's Death-bed and Funeral Expenses, and the Expenses of executing the Trust; in the second place, for Payment of all the just and lawful Debts then due and owing by the said Duke, or that should be resting and owing by him at the Time of his Decease, together with the Provisions and Jointures which he might then have granted or might thereafter grant in Favour of his Children or any of them, and of the said *Marjory* Duchess of *Atholl*, his Spouse (excepting such of the said Provisions and Jointures as by their Constitution were made to affect his Lands and Estates before excepted from the said Disposition), and for Payment of any Legacies which he might appoint by a Writing under his Hand; and as the Liquidation and Payment of his Debts was the ultimate Object of the said Trust, he thereby directed his said Trustees in the first place to apply the free annual Produce of the Rents, Mails, and Duties, and other Proceeds of his Lands and Estate thereby disponed, and the Price of Woods sold, after Deduction of all public Burdens and Taxes affecting the said Lands and others, and of the Expenses of Management, to the Payment of the Interest of Debts and of Jointures and Annuities or other annual Payments; and that the Surplus of such free annual Produce, to the Extent of One thousand Pounds Sterling, if it should amount to so much, or if less, that the said Surplus, whatever it might be, should be appropriated and set apart yearly as a Sinking Fund for the Payment and Extinction of the Principal of his Debts of every Kind, including Provisions to Children and Legacies granted by him in so far as his said Debts should not be provided to be paid and extinguished by means of such Provision as he had then already made or should thereafter make for their Payment out of the Funds or Properties not situated in *Scotland* and not thereby conveyed; and whenever the said Surplus should exceed the said Sum of One thousand Pounds Sterling, he thereby directed the Excess to be applied as follows, *viz.*, one Half towards the Sinking Fund for the Extinction of the Principal of his Debts, and the other Half to be paid annually to the Person

who

who for the Time should be entitled to possess and enjoy his Lands and Estates thereby disponed under the said last herein-before recited Deed of Entail executed by him of the same Date with the said Trust Disposition under Recital, but which Entail was not to take effect until the Purposes of the said Trust were finally accomplished, provided such Person should be of full Age; but during any such Minority or Minorities of the Person or Persons who for the Time would be entitled to hold the said Lands and Estates under the said last-mentioned Deed of Entail as might happen while the said Trust subsisted, he directed the said Excess to be wholly applied towards the Sinking Fund for the Liquidation of his Debts; and upon the failing of the said Liferent to the said *Marjory* Duchess of *Atholl*, he thereby authorized his said Trustees, over and above making Payment of one Half of the said Excess of the free Produce of the said Lands and Estate to the said Person who would be entitled for the Time as aforesaid to possess and enjoy the said Lands and Estate under the said last-recited Deed of Entail while of full Age, to allow such Person to occupy and possess his the said Duke's Mansion House of *Dunkeld*, with the Offices, Gardens, Parks, and Pleasure Grounds thereto attached, and any Part of the Ground which was included in the said Duchess's Liferent that his said Trustees might think fit, without Payment of any Rent, but that only for such Space as his said Trustees should judge to be expedient and proper; and if Demands should be made for Payment of Principal Sums to a greater Amount than the Sinking Fund before provided should be equal to meet at the Time, or if his said Trustees or the Quorum, or Survivors or Survivor of them, should otherwise find it necessary or think it expedient in the Management of the said Trust and for the ultimate Accomplishment of the Purposes thereof, he thereby authorized and gave full Power to them not only to borrow Money and grant Heritable Bonds, Infeftments, and other Securities for the same over the whole or any Part of the Lands and others thereby disponed, which should be sufficient and effectual to the Lenders and their Heirs and Assignees, who should have no Concern with the Application of the Sums so borrowed, but also to sell and dispose, either by Public Roup or Private Bargain as his said Trustees should think fit, and at such Prices as could be got, of the whole moveable Subjects thereby conveyed, and of such Parts of the Lands and others thereby disponed as his said Trustees in consistency with his Wish and Intention to preserve the Estate as entire and unbroken as possible, and with a due Discharge of the Trust, should find necessary and think expedient; and he recommended to his said Trustees to dispose in the first place of Superiorities, and if further Sales should be thought necessary and expedient, he recommended to them that they should be of such Parts as lie most remote and detached from the Body of the Estate, and the Disposal of which would least interrupt the Continuity of

Grounds

Grounds adjoining to his Mansion House of *Dunkeld*; and as by the Entail of his Estate above the said Pass of *Killiecrankie* there is Power reserved to sell the same, or Parts thereof, under the Authority of the Court of Session, the Price or Prices being to be applied in the Purchase of other Lands situated in the County of *Perth*, and as the Destination of Heirs in that Entail and in the Deed of Entail executed by him of the Lands and others disponed by the Trust Disposition under recital is the same, he recommended to his said Trustees in the event of their finding it necessary or expedient to make further Sales than of the Parts particularly before pointed out by him, and to the said Heir of Entail, to make a Transaction whereby the latter might purchase and entail the Lands to be further sold by his said Trustees which he the said Duke considered it more beneficial to the Family should be preserved than some detached and remote Parts of the said Estate above the Pass, and that the said Heir of Entail of the said last-mentioned Estate should apply to the said Court for Authority to sell and dispose of the Lands lying in *Strathtummel* and the Lands of *Dalnacardoch* purchased from the late *John M'Donnell*, as also the Lands of *Glenfernate*, or so much thereof as might appear necessary, the Price or Prices to be got for the same being applied in the Purchase of the further Lands to be sold by his said Trustees, and which Lands so purchased should be entailed in lieu of those Parts of the upper Estate which should be so sold by the said Heir of Entail as therein-before mentioned; and upon making Sales of any Part of the said Lands, and others disponed by the said Deed under recital, he thereby gave full Power to his said Trustees, or their Quorum, or the Survivors or Survivor of them, to grant Dispositions, Infeftments, and other Conveyances thereof, which should be sufficient to the Purchasers; and he authorized his said Trustees or their Quorum, or the Survivors or Survivor of them, in all Deeds to be granted by them relative to the Trust Estate, to bind him and his Heirs whomsoever in absolute Warrandice, and also to grant Charters and Precepts of Clare constat to Vassals, and to set Tacks and grant Leases for the Terms mentioned, and to appoint Factors and other Managers and Officers and Agents, to submit Matters and Claims relative to the Trust Estate to Arbitration, to make Excambions and straight Marches, and generally to do everything relative to the Management of the Lands and others disponed in as ample Manner as any absolute Proprietor could do; and he gave full Power to his said Trustees and any other Persons to be thereafter named by him, or to be assumed in virtue of the Powers thereby given, when their Numbers should be reduced to Four, Three, Two, or One, to assume such other Person or Persons as they should think fit to be Trustees along with them for executing the said Trust, and who should have the same Powers and Privileges as were conferred by the said Trust Disposition upon the Trustees originally named by himself, and he declared that the Trust should subsist and continue

tinue until the Purposes thereof should be accomplished, when it should be lawful to the Person who under the said Deed of Entail executed by him should be entitled to succeed to and possess and enjoy the said Lands and Estate to require and compel his the said Duke's said Trustees or Trustee to denude and divest themselves or himself of the Trust, and to convey and dispone the said Lands and Estates, or such Part thereof as should not have been sold or disposed of in the Execution of the Trust, to the said Person entitled to succeed under the said Entail and the Series of Heirs thereby appointed, but with and under the whole Prohibitions, Conditions, Provisions, Restrictions, Exceptions, Clauses irritant and resolutive, Declarations, and Reservations therein contained, and no otherwise; and it was thereby expressly provided and declared that if, when his said Trustees should so denude, it should appear to them prudent or necessary to impose any additional Restrictions upon the Institute or Substitutes in the said Entail in relation to the Woods upon the said Lands and Estates thereby conveyed, it should be in their Power to qualify the Conveyance of the said Lands with such Conditions, Restrictions, and Prohibitions, or in Supplement to the said Deed of Entail to execute such Deed or Deeds as should be requisite for that Purpose, as the said Trust Disposition containing Procuratory of Resignation, Precept of Sasine, and other Clauses usual and necessary, and also nominating and appointing the said Trustees for the Uses, Ends, and Purposes thereof Executors of the said Duke, more fully bears: And whereas by a Codicil to the said Trust Disposition dated the Fifteenth Day of *September* One thousand eight hundred and twenty-nine, and registered in the Books of Council and Session along with the said Trust Deed of the Date aforesaid, the said *John* Fourth Duke of *Atholl* named, constituted, and appointed *Adam Drummond* Esquire, of *Megginch*, to be one of his Trustees and Executors along with the Trustees and Executors in the said Trust Disposition named in the same Manner and with all the Powers, Privileges, and Immunities conferred upon the Trustees and Executors therein named; and by another Codicil thereto dated the Tenth Day of *September* One thousand eight hundred and thirty, and registered in the Books of Council and Session along with the said Trust Deed of the Date aforesaid, the said Duke upon a Narrative of Sir *John Hay* Baronet, one of the Trustees named by him in the said Trust Disposition, having died, nominated, constituted, and appointed the Right Honourable *James* Lord Viscount *Strathallan* to be one of his Trustees and Executors along with the Trustees and Executors named in the said Trust Disposition in the same Manner and with all the Powers, Privileges, and Immunities conferred upon the Trustees and Executors therein named: And whereas the said *John* Fourth Duke of *Atholl*, by his last Will and Testament dated the Nineteenth Day of *March* One thousand eight hundred and twenty-nine, registered as a probative Writing

Codicils appointing additional Trustees, dated 15th September 1829, and 10th September 1830.

Last Will and Testament of John Fourth

The Duke of Atholl's Estate Act, 1853.

Duke of Atholl of his English Property, dated 19th March 1829.

Writing in the Books of Council and Session the Twelfth Day of *November* One thousand eight hundred and thirty, and duly proved in the Prerogative Court of *Canterbury* the Twenty-third Day of *July* One thousand eight hundred and thirty-one, gave, devised, and bequeathed all that his Freehold House and Premises, with all its Rights, Members, and Appurtenances thereunto belonging, or in anywise pertaining, situate in *Saint James' Square*, *Westminster*, in the County of *Middlesex*, as then occupied by him, and which was purchased by him from the Duke of *Portland*, unto The Most Noble *Hugh* Duke of *Northumberland* (now deceased), The Right Honourable *Algernon* Lord *Prudhoe* (now Duke of *Northumberland*), Sir *John Hay* of *Smithfield* and *Hayston* Baronet (now deceased), *Adam Hay* Esquire, his Son, Banker in *Edinburgh* (now Sir *Adam Hay* Baronet), and *George Forbes*, also Banker in *Edinburgh*, their Heirs and Assigns, to hold to them, their Heirs and Assigns for ever, upon and for the several Trusts, Ends, Intents, and Purposes therein and herein-after mentioned; that is to say, upon Trust to sell and dispose of the same by Public or Private Sale at the highest Price which could be had for the same, and, after discharging all Incumbrances affecting the same, upon Trust to pay, apply, and dispose of the net Proceeds of such Sale either for the Purpose of building and furnishing a new Ducal Mansion House at *Dunkeld* (*North Britain*), or to apply and dispose thereof in Payment of such Debts as might be due by him at the Time of his Decease as they the said Trustees or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should think fit and most advantageous for the Interest of his Family; and the said Duke farther gave and bequeathed to his said Trustees all the Fixtures, Furniture, Bed and Table Linen, Plate, Books, China, Glass, Wine, and Liquors which should or might be in his said House and Premises in *Saint James' Square* at the Time of his Decease, upon Trust that his said Trustees or the Survivor of them, or the Executors or Administrators of such Survivor, should sell and dispose of the same, and pay and apply the Produce thereof in the Way and Manner therein and herein-before directed with regard to the net Proceeds of the Sale of his said House and Premises in *Saint James' Square*; and he thereby nominated and appointed his said Trustees the Executors of his said last Will and Testament of his Property of every Kind situate and being in that Part of the United Kingdom called *England*:

Trust Deed by John Fourth Duke, with Consent of the Duchess of his Estates in the Isle of Man, dated 10th April 1829.

And whereas a Trust Deed was made and granted by the said *John* Fourth Duke of *Atholl* dated the Tenth Day of *April* One thousand eight hundred and twenty-nine, and registered as a probative Writing in the Books of Council and Session at *Edinburgh* the Thirty-first Day of *December* One thousand eight hundred and thirty, with the Approbation and Consent of *Marjory* Duchess of *Atholl*, testified by her being a Party to and executing the said Deed, and upon a Narrative that the several and respective Lands, Tenements,

and

and Estates therein particularly described belonging to him in the *Isle of Man* stood charged with several Bonds and Mortgages for securing Repayment of divers large Sums therein mentioned, and that to provide for the Repayment of such Sums, and to render the Estates thereby conveyed more applicable and subservient towards enabling the Parties interested to carry into effect the General Trusts and Settlements made by him of his various Estates situate in *Scotland*, he had determined to convey his Estates, Lands, Houses, and Tenements to Sir *John Hay* of *Smithfield* and *Hayston* Baronet (now deceased), *George Forbes* Esquire, and *Adam Hay* Esquire (now Sir *Adam Hay*), Bankers in *Edinburgh*, and *Robert Stewart* Esquire, Receiver General of the *Isle of Man*, and to the Survivors and Survivor of them, and his Heirs, Executors, and Administrators and Assigns, upon the Trusts and for the Intents, Ends, Uses, and Purposes therein mentioned; and the said Duke therefore by the said Trust Deed, with the Consent and Approbation aforesaid, granted, bargained, sold, aliened, transferred, assigned, and confirmed to the said Sir *John Hay*, *George Forbes*, *Adam Hay* (now Sir *Adam Hay* Baronet), and the said *Robert Stewart*, and the Survivors of them, and the Heirs, Executors, Administrators, and Assigns of such Survivors, all and singular the Houses, Buildings, Estates, Messuages, Tenements, Grounds, Gardens, Orchards, and Premises, and Appurtenances, and Ground Rents, Rentcharges, and all other Rights and Interests as described and contained in the said Trust Deed, but upon Trust during the Lifetime of the said Duke to keep down the Interest of the Debt therein mentioned, and all Costs and Expences relating thereto, and after Payment thereof to pay the Surplus of the Rents, Issues, and Profits of the said Premises to the said Duke and his Assigns during the Term of his natural Life, and after his Decease upon Trust to make Sale, either by Public Auction or Private Sale, of all or any of the said Estates, Lands, Tenements, Rents, and Premises to any Person whatsoever, either together or in Parcels, and to apply the Money arising from such Sales in discharge and payment of the Bonds and Securities for the said Debts affecting the said Lands, and all the Costs and Charges attending the same, and to pay the Surplus of the Money arising by such Sales, and the accruing Rents, Issues, and Profits of the said Lands and Premises, to the Trustees nominated and appointed by the said Duke for the Purpose of discharging the Debts affecting his unentailed Estates situate in *Scotland*, to be by them disposed of in discharge of all Incumbrances upon the said unentailed Estates, and for and in discharge of such other Trusts as are vested in the said Trustees: And whereas by a Bond of Annuity and Deed of Instructions dated the Eighteenth Day of *October* One thousand eight hundred and twenty-four, and registered in the Books of Council and Session at *Edinburgh* the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one,

Bond of Annuity of 200*l.* a Year by John Fourth Duke to Miss Mary

Anne Knight, dated 18th Oct. 1824.

one, the said *John* Fourth Duke of *Atholl* bound and obliged himself and his Heirs, Executors, and Successors whomsoever, and directed his Trustees therein named to pay to Miss *Mary Anne Knight*, Daughter of the deceased Colonel *Knight Erskine* of *Pitodrie*, and Cousin of *Marjory* Duchess of *Atholl* his then Spouse, a free yearly Annuity of Two hundred Pounds Sterling during her Lifetime at the Terms and with Interest and Penalties in case of Failure as therein mentioned: And whereas by another Bond of Annuity and Deed of Instructions dated the Twenty-ninth Day of *October* One thousand eight hundred and twenty-seven, and registered in the Books of Council and Session at *Edinburgh* the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, the said *John* Fourth Duke of *Atholl* bound and obliged himself and his Heirs, Executors, and Successors whomsoever, and directed his Trustees therein named to pay to Miss *Elizabeth Anne Aynsley Murray* his Niece a free yearly Annuity of Fifty Pounds Sterling, payable half-yearly at the Terms and with Interest and under the Penalties in case of Failure as therein mentioned, but determinable upon the Marriage of the said *Elizabeth Anne Aynsley Murray*; and he directed that upon the Cessation of the Annuity in the event of her Marriage his Trustees should make Payment to her of the Sum of Five hundred Pounds Sterling with Interest and Penalty in case of Failure as therein mentioned: And whereas by an Obligation dated the First Day of *July* One thousand eight hundred and twenty-eight, and registered in the Books of Council and Session the Fourth Day of *April* One thousand eight hundred and fifty-three as a probative Writing, the said *John* Fourth Duke of *Atholl* deceased bound himself to pay to Mr. *Charles Carrington* the annual Sum of Two hundred Pounds, with this Provision, that One hundred Pounds thereof should be settled on the said *Charles Carrington* as an Annuity during his natural Life, the other Moiety being considered as a Salary while he should continue in the Employment of the said Duke, which was to be at the Duke's Option, or eventually in the Employment of the said Duke's Trustees or Commissioners, and the said Obligation has been held since the Duke's Death to constitute an Annuity of One hundred Pounds a Year payable to the said *Charles Carrington* accordingly: And whereas by a Deed of Instructions to the Trustees named and appointed by his said recited Trust Disposition relative to his *Scottish* Property dated the Twenty-seventh Day of *January* One thousand eight hundred and thirty, and registered in the Books of Council and Session at *Edinburgh* the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, the said *John* Fourth Duke of *Atholl* ordained and appointed his Trustees after his Decease to pay the following Annuities to his Household and other Servants, *viz.*, to *Joseph Dolby* an Annuity of Thirty Pounds, to Mistress *Elizabeth Laine*, Mistress *Jemima Hawkes*, and *John Crerar* an Annuity

Bond of Annuity of 50*l.* a Year by John Fourth Duke to Miss E. A. Aynsley Murray, dated 29th October 1827.

Obligation by John Fourth Duke to Mr. Charles Carrington, dated 1st July 1828.

Deed of Instructions by John Fourth Duke directing the Payment of various Annuities to Servants, dated 27th Jan. 1830.

nuity of Twenty-five Pounds each, to *John Russell*, *John Christie*, *John McMillan*, and *Thomas Tow* an Annuity of Twenty Pounds each, to *Barbara Douglas* and *John Borrie* an Annuity of Fifteen Pounds each, and by an Addition to the said Deed the said Duke gave an Annuity of Twenty-five Pounds to *James Stewart*, all which Annuities were to be payable at the Terms and with Interest as mentioned in the said Deeds: And whereas by another Deed of Instructions to his said last-mentioned Trustees dated the Twenty-fourth Day of *April* One thousand eight hundred and thirty, and registered in the Books of Council and Session at *Edinburgh* the Twenty-fourth Day of *February* One thousand eight hundred and thirty-one, the said *John* Fourth Duke of *Atholl*, upon a Narrative of his said recited Trust Disposition, and of his being resolved to exercise the Power of Alteration thereby reserved to him, directed that after applying the Produce of his Estates in the Manner prescribed by the said Trust Disposition, and referred to in the Deed of Instructions under recital, that whenever the Surplus should exceed the thereinmentioned Sum of One thousand Pounds Sterling the Excess should be divided into Four equal Parts and applied as follows, *viz.*, Primo, One Fourth Part towards the Sinking Fund for the Extinction of the Principal of his Debts until the Event therein and herein-after mentioned, when Two Fourth Parts of such Excess were to be applied towards the Sinking Fund for the Extinction of the Principal of his Debts; Secundo, another Fourth Part of such Excess, being the Second Fourth Part, he authorized his Trustees, if they thought fit, to pay over annually to the Person who for the Time being would be entitled to enjoy his Lands and Estates disponed by the said Trust Disposition under the Deed of Entail executed by him of Date the Twelfth Day of *January* One thousand eight hundred and twenty-nine, provided such Person should be of full Age, but during such Minority of such Person as might happen while the said Trust subsisted he directed the said Second Fourth Part to be wholly applied towards the Sinking Fund for Liquidation of his Debts, and if his Trustees should, notwithstanding the full Age of such Person, not think fit to pay over such Fourth Part to him, then the same should be added to the Sinking Fund, and applied to the Extinction of the Principal of his Debts; Tertio, he directed another Fourth Part of such Excess, being the Third Fourth Part, to be applied annually to the Education of his Grandson *George* (now his Grace *George Augustus Frederick John* Duke of *Athole*) in a Manner befitting his Station, and after the Completion of his Education, or if such One Fourth should amount to a greater Sum than was required for his Education, then and in that Event he directed the same, or the Balance over what was required for Education, to be applied by his Trustees for the Purpose of forming a Provision for his said Grandson until such Provision should amount to Thirty thousand Pounds, when the same should be paid

Deed of Instructions by John Fourth Duke respecting the Application of any Surplus of the yearly Produce of the Trust Estates directed to be applied in Payment of Debt, and for Provisions to the Duke's Grandsons, dated 24th April, 1830.

Provision to his Grandson George, now Duke

of Atholl, of 30,000*l.*

paid over to him by the said Trustees, provided he should then have attained the age of Twenty-five Years complete, or to his lawful Issue equally among them, but declaring that if before such Provision of Thirty thousand Pounds was realized his said Grandson *George* should succeed as Heir of Entail to his Estates of *Blair* and *Dalcapon*, then and from the Date of such Succession the Application of the said one Fourth Part for his Behoof should cease, and such Fourth Part should thenceforth be applied towards the Provisions for his Grandson *James* as therein-after mentioned, but without Prejudice to the said *George's* Right to the Sum, whatever it might be, which should have been set aside for his Provision previous to the Date of his said Succession, and which should be payable to him upon his attaining the said Age of Twenty-five Years, or to his lawful Issue, equally among them; and declaring also, that if his said Grandson *George* should die before the said Provision of Thirty thousand Pounds was realized, and before his Succession to the said entailed Estates, then and in that Event, and from the Date of his Decease, the Application of the said Fourth Part for his Behoof should cease, and the same should be thenceforth applied towards the Provisions for his the said Duke's Grandson *James* as therein-after mentioned, and the Sum, whatever it might be, that should have been set aside for the Provision of the said *George* previous to his Death should be paid over by the said Trustees to his lawful Issue equally among them; and that in the event of his said Grandson *George* deceasing before Payment of his said Provisions and without leaving lawful Issue, then the Amount of his said Provision, if completely realized, or whatever may have been set aside towards it at the Time of his Decease, should devolve to his Grandson *James*, and be payable to him on his attaining the Age of Twenty-five Years complete, or to his lawful Issue equally among them in the event of his Decease before such Payment being made to himself, and that in addition to the Provisions therein-after provided for him; and if his Grandson *James* should also decease without having received Payment thereof, and without leaving lawful Issue, then the said Sums should fall under the general Fund of his said Trust, and be applied for the Extinction of his Debts and other Purposes of the Trust; Quarto, he directed that another Fourth Part of such Excess, being the Fourth Quarter thereof, should be applied annually to the Education of his said Grandson *James* in a Manner befitting his Station, and after the Completion of his Education, or if the said One Fourth should amount to a greater Sum than was required for his Education, he directed the same, or the Balance over what was required for Education, to be applied for the Purpose of forming a Provision for his said Grandson *James*, such Application to continue till his Provision should amount to Thirty thousand Pounds, when the same should be paid over to him by the said Trustees, provided he should then have attained the Age of Twenty-five Years complete, or to his lawful Issue equally among

Provision to his Grandson Lord James of 30,000*l.*

among them; but declaring that if before the said Provision of Thirty thousand Pounds should be realized his said Grandson *James* should succeed as Heir of Entail to his the said Duke's Estates of *Blair* and *Dalcapon*, then from the Date of such Succession the Application of the said One Fourth or any farther Sum for the Formation of his said Provision of Thirty thousand Pounds should cease, and such One Fourth or any farther Sums applicable thereto should from thenceforth fall under the general Fund of his said Trust, and be applied by his said Trustees for the Extinction of his Debts and the other Purposes thereof, but without Prejudice to his said Grandson *James'* Right to the Sum, whatever it might be, which should have been set aside for his Provision previous to the Date of such Succession, and which should be payable to him upon his attaining the Age of Twenty-five Years, or to his lawful Issue equally among them; and declaring also that if his said Grandson *James* should decease before his Provision of Thirty thousand Pounds was realized, and before his Succession to the said entailed Estates, then and from the Date of his Decease the Application of the said Fourth Part for his Behoof should cease, and such Fourth Part should be from thenceforth applied towards the Provisions for his said Grandson *George*, if he should be then alive, and should not have succeeded to the said entailed Estates, and the Sum, whatever it might be, which should have been set aside for his Grandson *James'* Provision previous to his Decease, should be paid over by the said Trustees to his the said *James'* lawful Issue equally among them; and declaring that in the event of his said Grandson *James* deceasing before Payment of his said Provisions, and without leaving lawful Issue, then the Amount of his said Provision, if realized, or whatever may have been set aside towards it at the Time of his Decease, should devolve upon his said Grandson *George*, and be payable to him on his attaining the Age of Twenty-five Years complete, or to his lawful Issue equally among them in the event of his Decease before such Payment having been made to himself, and that in addition to the Provision for the said *George* and his Issue therein-before provided; and if his said Grandson *George* should also decease without having received Payment thereof, and without leaving lawful Issue, then the said Sums should fall under the General Fund of his said Trust, and be applied for the Extinction of his Debts and other Purposes thereof; Quinto, the said Duke left it to the Discretion of his Trustees what Proportion of the Interest or annual Produce of the Principal Sums of the said Provisions to both of his Grandsons should be annually paid to them until the Principal Sums themselves should be paid, and also the Investment of such Principal Sums during their Accumulation either in the Purchase of Lands, or in the Public Funds, or on Real or Personal Security, or otherwise, as they should see proper; and as soon as the Purposes of the Trust should be accomplished it was

declared

declared that the Trust Estates and the Produce thereof should be freed and disburdened of the said Appropriation and Application which should immediately cease, but till these Purposes were accomplished it was declared that the said Deed under recital and the Provisions thereby made should be a Burden upon the said Trust Estates as if they had been engrossed in the said Trust Deed of the Twelfth *January* One thousand eight hundred and twenty-nine, and which should subsist and continue until the Deed of Instructions under recital was fully implemented and fulfilled; and the said Duke appointed thereby his said Trustees to be the Tutors and Curators of his said Grandsons: And whereas the said *John* Fourth Duke of *Atholl*, after the Period of his Succession to the said entailed Estates comprised under the said recited Deed of Entail of the Twenty-ninth of *October* One thousand seven hundred and sixty-six, but which was not recorded in the Register of Tailzies till the Fifth Day of *March* One thousand eight hundred and six, and consequently was not effectual during that Period to restrain Alienation of the Lands therein contained, sold Parts of the said Lands, but thereafter, as narrated by him in the said recited Deed of Entail of the Third of *March* One thousand eight hundred and seventeen, settled other Lands and Estates upon the same Series of Heirs as the Series of Heirs contained in the said last-mentioned Deed of Entail more than equivalent in Value to the Lands of which he had so disposed: And whereas upon or soon after the Death of the said *John* Fourth Duke of *Atholl*, which happened on or about the Twenty-ninth Day of *September* One thousand eight hundred and thirty, the said *Hugh* Duke of *Northumberland*, *Algernon* Lord *Prudhoe*, now Duke of *Northumberland*, *Adam Hay*, now Sir *Adam Hay* Baronet, and *George Forbes* accepted of the Office of Trustees conferred upon them by the said recited Trust Disposition, and the said Lord Viscount *Strathallan* and *Adam Drummond* then Admiral Sir *Adam Drummond*, declined to accept as Trustees under the same: And whereas by Deed of Assumption, dated the Twenty-ninth Day of *January* and Eleventh Day of *February*, and registered in the Books of Council and Session at *Edinburgh* the Tenth Day of *November*, all in the Year One thousand eight hundred and thirty-five, the said *Hugh* Duke of *Northumberland*, *Algernon* Lord *Prudhoe*, Sir *Adam Hay*, and *George Forbes*, as Trustees accepting and acting under the said recited Trust Disposition and Deed of Settlement dated Twelfth *January* One thousand eight hundred and twenty-nine, did, upon recital of the said Deed, and the Powers to that Effect therein contained, assume, nominate, constitute, and appoint Lieutenant General Sir *John Oswald* of *Dunnikier*, Knight Grand Cross of the Most Honourable Order of the *Bath*, and Colonel of Her Majesty's Thirty-fifth or *Sussex* Regiment of Foot, to be a Trustee along with themselves, and after their Decease, if he should survive them, for executing the Purposes of the said Trust Disposition as far as the same were

Parts of the Lands contained in the first-recited Deed of Entail sold before the Entail was registered, and other Lands settled.

Death of John Fourth Duke, and Acceptance of Trust by the Duke of Northumberland, Lord Prudhoe, Sir Adam Hay, and George Forbes.

Deed of Assumption by the Trustees of Sir John Oswald as a Trustee, dated 29th Jan. and 11th Feb. 1835.

were unexecuted and subsisting, with the same Faculties, Powers, and Privileges to him as are by the said Trust Disposition conferred upon the Trustees therein named, or as they the said Trustees possessed or could grant: And whereas by another Deed of Assumption, dated the Fifth and Eleventh Days of *May*, and registered in the Books of Council and Session the Eleventh Day of *October* One thousand eight hundred and forty-one, the said *Hugh* Duke of *Northumberland*, *Algernon* Lord *Prudhoe*, Sir *Adam Hay*, and *George Forbes*, as the acting and surviving Trustees under the said recited Trust Disposition and Deed of Settlement, dated Twelfth *January* One thousand eight hundred and twenty-nine, did, upon the Narrative of the said Trust Disposition, and of the Assumption under the Powers thereof of the said Sir *John Oswald*, and his subsequent Death, assume, nominate, constitute, and appoint *Henry Home Drummond* Esquire, of *Blair Drummond*, Member of Parliament for *Perthshire*, to be a Trustee along with themselves, and after their Decease, if he should survive them, for executing the Purposes of the said Trust Disposition as far as the same were unexecuted and subsisting, with the same Faculties, Powers, and Privileges to him as are by the said Trust Disposition conferred upon the Trustees therein named, or as they could grant, with a Power to the said *Henry Home Drummond* to resign and be discharged as therein set forth: And whereas no such Transaction between the said Trustees and the Heir of Entail as was contemplated by the said Duke and recommended in the said recited Trust Disposition has ever been entered into: And whereas upon the Death of the said *John* Fourth Duke of *Atholl* the Succession to the said entailed Estates of *Strathord* and *Kinvaid*, and of the Estates of *Wester Kinnaird* and others substituted by Act of Parliament as aforesaid for the Lands withdrawn from the said first Entail, opened to *John* Marquess of *Tullibardine*, then become *John* Fifth Duke of *Atholl*, who made up Titles thereto; and the Succession to the Estates of *Blair* and *Dalcapon* and others opened to *James* Lord *Glenlyon* under the said recited Deeds of Entail of those Estates, and the said *James* Lord *Glenlyon* made up Titles thereto: And whereas upon the Death of the said *James* Lord *Glenlyon*, which happened on or about the Twelfth Day of *October* One thousand eight hundred and thirty-seven, he was succeeded in the said Estates of *Blair*, *Dalcapon*, and others by his eldest Son *George Augustus Frederick John*, then become Lord *Glenlyon*, who made up Titles to the same; and upon the Death of the said *John* Fifth Duke of *Atholl*, which happened on or about the Fourteenth Day of *September* One thousand eight hundred and forty-six, the said *George Augustus Frederick John* Lord *Glenlyon*, then become Duke of *Athole*, succeeded to the said Estates of *Strathord*, *Kinvaid*, *Wester Kinnaird*, and others, and made up Titles to the same; and the said *George Augustus Frederick John* now Duke of *Athole* is thus the Heir of Entail in

Deed of Assumption by the Trustees of Henry Home Drummond, Esquire, as a Trustee in Place of Sir John Oswald deceased, dated 5th and 11th May 1841.

possession of all the said entailed Estates under the said several Deeds of Entail herein-before recited, excepting the Estates contained in the Deed of Entail of the Twelfth of *January* One thousand eight hundred and twenty-nine, of which the Operation was suspended as aforesaid: And whereas the said Provision made in favour of the said *Marjory* Duchess of *Atholl*, and the Provisions in favour of the said Grandsons of the said *John* Fourth Duke of *Atholl*, have fallen or been satisfied or discharged by reason of the Death of the said Duchess, the Succession of the said *George Augustus Frederick John* now Duke of *Athole* to the said entailed Estates of *Blair* and *Dalcapon*, and by Acquittance and Discharge of the said Provisions of Thirty thousand Pounds to each of the said Two Grandsons of the said deceased *John* Fourth Duke of *Atholl*, as testified by a Discharge thereof granted by the said *George Augustus Frederick John*, now Duke of *Athole*, and the said Lord *James Murray*, the said Two Grandsons of the said deceased Duke, dated the Thirteenth Day of *September* and Fourth Day of *November* One thousand eight hundred and fifty-one, and registered in the Books of Council and Session the Sixteenth Day of *January* One thousand eight hundred and fifty-two: And whereas of the Persons to whom Annuities were provided by the said *John* Fourth Duke of *Atholl* as aforesaid, *Joseph Dolby*, *Elizabeth Laine*, *Jemima Hawkes*, *John Crerar*, *John Russell*, *John Christie*, *John McMillan*, *Thomas Tow*, *Barbara Douglas*, and *John Borrie* are now deceased: And whereas the said *Hugh* Duke of *Northumberland*, who during his Lifetime acted as one of the said Trustees, having died, the said *Algernon* Lord *Prudhoe*, now Duke of *Northumberland*, Sir *Adam Hay*, *George Forbes*, and *Henry Home Drummond*, Trustees aforesaid, continued the Management of the Trust Estate conveyed to them; and it was ascertained that the Debts owing by the said *John* Fourth Duke of *Atholl*, or by his Predecessors, and for which he was liable at the Period of his Death, amounted, according to the Schedule (A.) hereunto annexed, to the Sum of One hundred and ninety-six thousand six hundred and nineteen Pounds Fourteen Shillings and Sixpence, and the then subsisting Annuities to the Sum of One thousand five hundred and forty Pounds: And whereas the Personal Property left by the said Duke, with the Exception of certain Portions of the Furniture and Articles in and about the several Houses of the said Duke and some Claims of an inconsiderable Amount, has been realized; and the Properties in the *Isle of Man* conveyed by the said recited Trust Deed, dated the Tenth of *April* One thousand eight hundred and twenty-nine, and the Property in *London* devised by the said Duke by the said recited Will, have been sold, and the Produce of the whole to the Amount appearing from the Schedule (B.) hereunto annexed has been applied, as far as the same would go, towards the Payment of the Debts of the said Duke; and the said Trustees have also, in the Execu-

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tion of the Powers committed to them by the said Trust Disposition, sold certain Parts of the Lands constituting the Trust Estate, and applied also the Produce of such Sales to the Amount appearing from the said Schedule (B.) towards the Payment of the Debts of the said Duke: And whereas the Produce of the Trust Estates has upon an Average of Years of the Period which has elapsed since the Death of the said *John* Fourth Duke of *Atholl* amounted according to the Schedule (C.) hereunto annexed to the annual Sum of about Ten thousand seven hundred and three Pounds, which Sum has been found inadequate to pay the Interest of the Debts due, and the necessary annual Expenses and Outgoings upon the Estate: And whereas through Deficiency in the expected Produce of the Sales of Wood upon the said Trust Lands and Estates, and the Depreciation which took place soon after the said Duke's Death of the Value of the Superiorities of the said Lands and Estates, from which Sources the said Duke calculated that large Sums of Money would be derived, and through other Causes, a great Deficiency of the Funds applicable to the Purposes of the Trust has arisen; and it is manifest that the Anticipations entertained by the said Duke, as expressed and implied in his said recited Trust Disposition, of the Operation of the annual Produce of the Trust Estate towards the Extinction of his Debts, and the Fulfilment of the other Objects of the Trust, cannot be realised, seeing that there has not hitherto been any available surplus Income, but that the Interest of the Debt and Outgoings upon the Estate have exceeded the Produce and Income thereof, and the Debt, which now, according to the Schedule (D.) hereunto annexed, amounts to One hundred and ninety-four thousand six hundred and fifty-nine Pounds Two Shillings and Ninepence, were it allowed to proceed, must eventually exceed the Value of the Trust Estate, which amounts, according to the Valuation thereof contained in the Schedule (E.) hereunto annexed, to Two hundred and forty-three thousand nine hundred and sixty-five Pounds Sixteen Shillings: And whereas such Condition of the Trust Affairs must necessarily lead to the Sale of the Trust Estates, seeing that otherwise the said Trust Estates may be adjudged and evicted by the Creditors, whereby a great additional Burden of legal Expenses would be thrown upon the said Estates and the Heirs of Entail: And whereas the Sale or Eviction of the chief and ancient Family Estates of *Dunkeld* would altogether defeat the Object of the Trust and the anxious Wish of the Truster to preserve and enlarge the same, and the said *George Augustus Frederick John* Duke of *Athole* is willing to receive the said Trust Estates under Burden of all the said Debts and Obligations affecting the same, and under the Conditions and Limitations of the said recited Deed of Entail of the Twelfth Day of *January* One thousand eight hundred and twenty-nine, and to endeavour out of the Rents and Produce

Produce of the said Trust Estates, and of the entailed Estates possessed by him, to pay the Interest, and ultimately extinguish the Debts of the said *John* Fourth Duke of *Atholl*, and so effect the Object of the said Duke, which it is manifest the said Trustees can never accomplish, an Arrangement which would be greatly for the Advantage of the Heirs to succeed to the said Estates, and the said Trustees are willing and desirous to denude themselves of the said Trust Estates in favour of the said *George Augustus Frederick John* Duke of *Athole*, and the other Heirs of Entail to whom the same are destined accordingly: And whereas it is expedient, in case the said *George Augustus Frederick John* Duke of *Athole*, or the Heir in possession of the said entailed and Trust Estates for the Time, should find that the Extinction of the Debts in the manner contemplated cannot be accomplished, that such Parts of the said Trust Estate or of the said entailed Estates herein-before described, in so far as yet held under the said Deeds of Entail or Trust Disposition, as can be disposed of with least Detriment to the chief and ancient Family Estates, should be sold at the Sight and with the Approbation and under the Authority of the Court of Session, and that the Price to be obtained therefor should be applied with the like Approbation and Authority in extinction of the Debts of the said *John* Fourth Duke of *Atholl:* And whereas the *Strathord* and other entailed Estates held under the said recited Deeds of Entail dated the Twenty-ninth Day of *October* One thousand seven hundred and sixty-six, the Fourth Day of *December* One thousand eight hundred and sixteen, and the Third Day of *March* One thousand eight hundred and seventeen, are destined, to a certain Extent, to a different Series of Heirs from the Heirs to whom the Residue of the Trust Estates and the Estates held under the said recited Deeds of Entail, dated the Sixteenth Day of *November* One thousand eight hundred and ten and the Eleventh Day of *January* One thousand eight hundred and twenty-seven, are destined, and which Estates conveyed in Trust, the Residue whereof is directed to be entailed as aforesaid, are primarily liable for the Debts of the said *John* Fourth Duke of *Atholl;* it is just and expedient that in case any Part of the said *Strathord* Estates, and other Estates destined to the same Series of Heirs to which the *Strathord* Estates are destined, be sold for Payment of the said Debts, an Equivalent in Land for the Portion so sold should be made and provided either out of the said Trust Estate, or out of the entailed Estates contained in the said Deeds of Entail of the Sixteenth of *November* One thousand eight hundred and ten and Eleventh of *January* One thousand eight hundred and twenty-seven, and be settled in strict Entail upon the Heirs in the said *Strathord* Estates, or of the other Estates similarly settled (as the case may be): But as these Objects cannot be effected without the Authority of Parliament, may it therefore please Your Majesty that it may be enacted;

enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Trustees may apply to the Court of Session for Exoneration.

I. That it shall be lawful for the said *Algernon* Duke of *Northumberland*, Sir *Adam Hay*, *George Forbes*, and *Henry Home Drummond*, or the Survivors or Survivor of them, as Trustees aforesaid, to apply to the Court of Session in either of the Divisions thereof by summary Petition setting forth their Desire to denude and divest themselves of the said Trust, created by the said Trust Disposition dated the Twelfth Day of *January* One thousand eight hundred and twenty-nine, and to make over the Trust Lands and Estates contained in the said Trust Disposition, and in the said Deed of Entail of the same Date, in so far as the said Lands and Estates remain undisposed of under Form of strict Entail in favour of the Persons, and under the Prohibitions, Conditions, and Limitations, and Clauses irritant and resolutive, contained in and prescribed by the said Deed of Entail dated the Twelfth Day of *January* One thousand eight hundred and twenty-nine, and by the said Trust Disposition, and praying the Court to take an Account of the Actings and Intromissions of the Trustees under or in virtue of the said Trust Disposition, with the said Trust Estate, and to audit or cause the same to be audited, and upon the same being duly audited and settled to the Satisfaction of the said Court to exoner and discharge the said Trustees, and their Heirs, Executors, and Successors accordingly.

Accounts of Trustees to be audited.

II. That upon such Petition being presented the said Court shall order Intimation thereof to be made to such Parties and in such Manner as they shall think fit, and shall direct the Accounts of the said Trustees of their Intromissions with the said Trust Estate to be investigated and audited in such Manner as the said Court shall think proper; and upon being satisfied of the due Application of the Trust Funds so far as realised, and of the Justice and Accuracy of such Accounts, the said Court shall pronounce a Finding to that Effect.

Deed of Entail to be submitted to the Court for Approbation

III. That along with such Petition the said Trustees shall submit to the said Court the Deed of Entail proposed to be executed by them of the Estates contained in the said Trust Disposition and Deed of Entail, or so much or such Parts thereof as remain unsold, in favour of the said *George Augustus Frederick John* Duke of *Athole*, or the Heir for the Time being in possession, and of the other Heirs Substitute entitled to take the said Estates in virtue of the said Deed of Entail of the Twelfth Day of *January* One thousand eight hundred and twenty-nine, but under the real Burden of all the Debts and Annuities and

Obligations remaining unpaid or unsatisfied affecting or that may be made to affect the said Trust Estate, and under all the Prohibitions, Conditions, and Clauses irritant and resolutive therein contained; and upon consideration of such Petition and Deed of Entail the said Court shall, when such Deed of Entail shall be approved of by them, declare their Approbation by a Decree or Order to be pronounced to that Effect, and directing the Execution of the same by the Trustees, and shall grant Warrant for the Registration thereof in the Register of Tailzies as soon as the same shall be duly executed.

Trustees to execute Deed of Entail.

IV. That when such Decree or Order shall be pronounced by the said Court as aforesaid the said Trustees shall thereupon by the Execution of the Deed of Entail so approved of denude and divest themselves of all the Lands, Estates, and Heritages, and whole heritable and other Subjects of every Description, described in the said Trust Disposition undisposed of and then held by them in virtue thereof, and shall dispone and convey the same to and in favour of the said *George Augustus Frederick John* Duke of *Athole*, or the Heir for the Time being entitled to succeed under the said Deed of Entail of the Twelfth Day of *January* One thousand eight hundred and twenty-nine, and of the other Heirs Substitutes specified and contained in the said last-mentioned Deed and in the said Trust Disposition according to the Form to be approved of by the Court as aforesaid in strict Entail, but under the real Burden nevertheless of the Payment and Satisfaction of all the Debts, Annuities, and Obligations of the said *John* Fourth Duke of *Atholl* or his Predecessors affecting or which might have been made to affect the said Trust Lands and Estates to be so entailed, or any of them, and the said Trustees shall immediately after the Execution thereof record or cause to be recorded the said Deed of Entail in the Register of Tailzies.

Decree of Exoneration in favour of the Trustees to be pronounced by the Court.

V. That upon the Execution and Registration of such Deed of Entail the said Court shall pronounce Decree of Exoneration in favour of the said Trustees and their Heirs and Representatives, and of the Heirs and Representatives of the said deceased Trustees, of all the Actings and Intromissions of the said Trustees with and in relation to the said Trust Estates and of their Administration of the same, which shall have the Effect of freeing and relieving and discharging the said Trustees and their Heirs and Representatives, and the Heirs and Representatives of the said deceased Trustees, of and in respect of the Actings, Intromissions, and Administration of the said Trustees in, with, of, or in relation to the said Trust Estates to all Intents and Purposes and in all Times thereafter; and the said *George Augustus Frederick John* Duke of *Athole*, or failing him the Heir of Entail for the Time being in possession of the said Estates, shall, if required by the said Trustees, execute and deliver a full and ample

Discharge

Discharge in favour of the said Trustees, and of their Heirs, Executors, Successors, and Representatives, and of the Heirs, Executors, Successors, and Representatives of the said deceased Trustees, of all their Actings, Management, Intromissions, and Administration of and in the said Trust and of all the Consequences thereof preceding the Date of the Decree of the said Court exonerating the Trustees as aforesaid.

Rights of Creditors and Annuitants not to be prejudiced.

VI. Provided always, That nothing in this Act contained shall defeat, prejudice, or impair the Rights and Claims of the Creditors and Annuitants of the said *John* Fourth Duke of *Atholl* or his Predecessors affecting or that may be made to effect the said Estates, but the Debts and Claims of such Creditors and Annuitants so far as subsisting and effectual at the Date of the passing of this Act, whether included in the Specification of Debts and Claims in the said Schedule (D.) hereunto annexed or not, shall be and continue good, valid, and effectual against the said Lands and Estates contained in the said Trust Disposition and Deed of Entail of Date the said Twelfth Day of *January* One thousand eight hundred and twenty-nine, and to be entailed as herein-before provided, notwithstanding the passing of this Act and the Execution of the said Deed of Entail by the said Trustees until such Debts, Claims, and Annuities shall be fully paid and extinguished; and such Creditors, Claimants, and Annuitants shall have such and the like Remedy and Recourse against the said Lands and Estates to be so entailed as they would have had against the same if they had remained vested in the said Trustees under the said Trust Disposition, and as if this Act had not been passed, or the said Trustees had not executed such Entail.

General Saving of Rights of Creditors.

VII. That nothing in this Act contained shall defeat, prejudice, or impair the Rights or Claims of any Creditor of the said *John* Fourth Duke of *Atholl* or his Predecessors against any other of the said entailed Estates herein-before described, if any such Right or Claim exists, but such Rights or Claims shall be good and effectual against any such entailed Estates as may be liable thereto in such and the like Manner and to such Extent and Effect as such Rights or Claims would have been good and effectual if this Act had not been passed.

Eventual Sale of Parts of the entailed Estates.

VIII. And whereas it may happen that the said *George Augustus Frederick John* Duke of *Athole*, or the Heir in possession of the said herein-before described entailed Estates, may be unable out of the Rents and Profits of the said entailed Estates to discharge the Interest of the said Debts and Annuities, and to provide Funds for the Extinction thereof, without the Sale of Part of the entailed Lands: Be it enacted, That in such Case it shall be lawful for the said Court of Session in either Division thereof, and they are hereby authorized and

and required, upon a Petition or Petitions to be from Time to Time presented to the said Court in either Division thereof by or on behalf of the said *George Augustus Frederick John* Duke of *Athole*, or the Heir in possession for the Time being of the said entailed Estates, and after due Notice of such Petition given in manner to be directed by the said Court, and hearing all Parties that may appear for their Interest, to inquire into and take account of the Debts of the said *John* Fourth Duke of *Atholl* or his Predecessors, or Burdens which may then remain due, affecting the said Trust, and other Estates, and having fixed and ascertained the Extent and Amount of such Debts and Burdens, with the Interest due thereupon, by Interlocutors or Judgments, from Time to Time as such Petitions shall be presented, to order and authorize such Parts of the said entailed Estates, contained in the said herein-before recited Deeds of Entail, or any or either of them, including the said Trust Estates, to be sold together or in Parcels by Public Auction or Sale to the highest Offerer, or by private Bargain, as the said Court shall determine, as shall be deemed sufficient for the Payment of the Debts of which an Account is directed to be taken as aforesaid, or of so much thereof as it may then be deemed desirable to pay, and the Interest of the same, and the necessary Costs of the Proceedings to be had in execution of this Act, so as that the Sale of the Parts of the Lands to be selected shall be attended with as little Detriment as possible to the ancient Estates of the Family of *Atholl* and to the Interests of the said Duke, or the Heir in possession for the Time, or the Heirs who may succeed to the said entailed Estates; and for carrying into execution the said Sales the said Court in either Division thereof shall be and they are hereby authorized and required to take Proofs of the Values of such Parts of the said Estates hereby authorized to be sold as shall be judged most proper to be disposed of, and the Sum or Sums of Money at which the same ought to be exposed to Public Auction and Sale, or the Price at which a Sale may be authorized by private Bargain to direct Notice or Publication of such Sales, and to adjust the Articles or Conditions of such Auction and Sale as shall appear to the said Court best calculated to promote the Object in view, to adjudge such Parts of the said Estates as shall be sold to the Purchaser or respective Purchasers upon the Completion of the Purchase or respective Purchases, by Payment or Consignation of the Price or Prices at or for which the Lands shall have been purchased respectively in some One or other of the Banks in *Scotland* incorporated by Act of Parliament or Royal Charter to an Account to be raised in such Bank in the Name and Title of the said *Atholl* Estates, or in such other Name or Title as the said Court may direct, and which Monies shall, when so paid in, produce the highest Rate of Interest that can be obtained for the same, which Interest shall be annually accumulated and added to the Principal Sum to carry

Interest

Interest together until applied by Warrant of the said Court in Payment of the said Debts and Burdens, and for the other Purposes of this Act, and in general to pronounce such Interlocutors and hold such Proceedings in the Matter as are necessary for carrying this Act into execution, and as the said Court are in use to pronounce and hold in the like Cases.

Purchasers to have Right to the Lands in Fee Simple.

IX. That every Purchaser under the Authority of this Act, and his Heirs or Assignees, shall by the Decrees of Sale, and upon full Payment or Consignation of the Price at which the Purchase shall be made in Terms of the Articles and Conditions of Sale, have good and undoubted Right to the Lands and others so purchased in Fee Simple, freed and discharged for ever from all the Debts and Burdens affecting the same, and from the Fetters and Conditions of the Deeds of Entail affecting such Lands, and from every Incumbrance, Defect of Title or Ground of Eviction whatever, in as full and ample Manner and Form as any Purchaser of Lands at a judicial Sale before the said Court can have by the Law and Practice of *Scotland*; and it shall be lawful for the said *George Augustus Frederick John* Duke of *Athole*, or the Heir in possession of the said entailed Estates for the Time being, and he or such Heir is hereby authorized and required, to execute and deliver under the Authority of the said Court, in case it shall be thought necessary, good and effectual Dispositions and Conveyances containing all usual and necessary Clauses of such Parts of the said Lands and Estates as may be so sold in favour of the Purchaser, his Heirs and Assignees, in Fee Simple, without incurring any Irritancy, anything in the Deeds of Entail affecting the said Lands and Estates in anywise to the contrary notwithstanding.

Claims of Creditors to be adjusted.

X. That after such Sale or Sales as aforesaid shall be accomplished, and the Purchase Money paid or consigned as aforesaid, the said Court shall proceed to adjust the Claims of the Annuitants and other Creditors or Claimants whose Debts or Claims affect, or may be made to affect, the said Lands or Estates, or any of them, of which Parts are hereby authorized to be sold, and shall issue their Warrants or Decrees for the Payment thereof, and for paying the necessary Charges of obtaining this Act, and of the Proceedings in the Execution thereof; and every such Annuitant or other Creditor or Claimant upon receiving Payment shall be obliged to execute a complete Discharge of his Debt or Claim to the Extent of the Sum or Sums paid; and the several Discharges shall be registered in the Books of Council and Session or Register of Sasines, if requisite; and such Annuitants or Creditors or Claimants, upon so receiving Payment of their respective Debts or Claims, and granting Discharges thereof as herein-before provided, shall not be subject or liable to any

any Claim of Repetition at the Instance of any Heir of Entail of the said Estates on any Ground whatever.

If any Part of Strathord Lands sold, other Lands to be settled in lieu thereof.

XI. And whereas the said Trust Estate, which was intended by the said *John* Fourth Duke of *Atholl* to be primarily liable for the Debts and Burdens with which he affected the same or the Residue thereof, is descendible, as well by virtue of the said Trust Disposition as of the Deed of Entail executed by him of the same Date with the said Trust Disposition, to a different Series of Heirs from the Heirs in whose Favour the Lands and Estates of *Strathord* and others are entailed by the said Deeds of Entail dated the Twenty-ninth Day of *October* One thousand seven hundred and sixty-six, the Fourth Day of *December* One thousand eight hundred and sixteen, and the Third Day of *March* One thousand eight hundred and seventeen: Be it enacted, That if it shall be deemed expedient to sell any Part of the Lands of *Strathord*, or other Lands contained in any of the said last-mentioned Deeds of Entail, then and in such Case the said *George Augustus Frederick John* Duke of *Athole*, or the Heir of Entail applying to the said Court for such Sale, shall be bound at the Sight and under the Authority of the said Court, by the Execution of the necessary Deed or Deeds of Entail, to dispone and convey to the Series of Heirs of Entail contained in the said Three last-mentioned Deeds of Entail, and under the Conditions and Provisions of those Deeds so far as subsisting and capable of taking effect, an Equivalent in Value of Lands and Heritages taken from the entailed Lands and Estates settled in favour of the Heirs of Entail, to whom the Residue of the said Trust Estate is directed to be settled and entailed as aforesaid; and the Value of such Lands taken from the Estate of *Strathord* or other Lands settled to the same Destination of Heirs, and the equivalent Value of the Lands to be settled to the Heirs specified in the said Trust Disposition, shall be ascertained by the said Court in such Manner as they shall think fit; and the Deed or Deeds of Entail to be executed for effecting this Purpose shall be prepared and executed and forthwith recorded in the Register of Tailzies, and Infeftment shall be taken thereon and recorded, all under the Direction and with the Approbation of the said Court; and it shall be competent to any Heir of Entail entitled to succeed under the said Deed of Entail of *Strathord* to appear in the said Court by Petition for the Implement of this Provision.

Surplus of Price how to be applied.

XII. That in case a Surplus shall remain of the Price of any Lands to be sold under the Authority of this Act and Interest thereof, after defraying the Expenses incurred in carrying this Act into execution, and after Payment of the Debts, Burdens, or Annuities for Payment of which such Lands were sold, the said Court in either Division thereof are hereby empowered and required to direct and

and order that such Surplus shall be laid out and employed in the Purchase of other Lands to be pointed out by the said *George Augustus Frederick John* Duke of *Athole*, or the Heir of Entail in possession for the Time, to be limited and settled to the same Series of Heirs, and under the like prohibitory, irritant, and resolutive Clauses, as the said Lands sold were limited and settled; and in the meantime, and until the Money be so applied, to order and direct that the same shall remain in Bank subject to the Direction of the said Court in either Division thereof in the Account to be opened as aforesaid in the Name and Title of the said Estate of *Atholl*, or in such other Name or Title as the said Court shall direct; and the Interest arising from the Money so paid in shall annually accumulate and be added to the Principal Sum, so that they may carry Interest together, until a proper Purchase in Lands shall be found to be limited and settled in the Manner herein-before directed, and until, upon a Petition to be preferred to the said Court of Session in either Division thereof in a summary Way by the said *George Augustus Frederick John* Duke of *Athole*, or the Heir of Entail in possession of the said Estates, the Money shall be ordered to be paid by the Bank for completing the said Purchase in such Manner as the said Court shall direct: Provided always, that if the Money arising by the Principal and accumulated Interest of such Sum or Sums shall exceed the Amount of the Purchase Money so paid into Bank, then and in that Case only the Surplus which shall remain, after discharging the Expense of the Application to the Court, shall be paid to the Person or Persons who for the Time being would be entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or the Representatives of such Person or Persons.

Expenses how to be paid.

XIII. That the Expense incurred in procuring and passing this Act and relative thereto, and in obtaining the Exoneration and Discharge of the said Trustees, and in the Preparation, Execution, and Registration of the Deed of Entail, and Execution and Registration of the other necessary Deeds to be executed by the said Trustees, shall be paid by them out of the Rents and Produce of the said Trust Estate.

Consent of the Honourable Charles Henry Maynard may be given by Deed.

XIV. And whereas the Right Honourable Lady *Frances Juliet Maynard*, the Wife of the Honourable *Charles Henry Maynard*, One of the Heirs of Entail of the *Strathord* and other Estates destined by the Deeds of Entail affecting the same to Heirs Female, has consented to this Act, but the said *Charles Henry Maynard* her Husband, by reason of his being abroad, could not be present to consent and has not consented thereto: Be it enacted, That none of the Provisions of this Act shall, in so far as the same may affect the Interest of the said

Lady

Lady *Frances Juliet Maynard* as such Heir of Entail or of the said *Charles Henry Maynard* her Husband, or the Heirs entitled to take after her, take effect, nor shall this Act be carried into execution as regards the said Lady *Frances Juliet Maynard*, or the said *Charles Henry Maynard*, or such Heirs as aforesaid, unless within Three Years after the passing of this Act the said *Charles Henry Maynard* shall by a Deed to be executed by him before Two Witnesses express his Consent to this Act, which Deed shall be registered in the Books of Council and Session, and shall in all Time thereafter be held and taken to be sufficient Evidence of the Consent of the said *Charles Henry Maynard* with and on behalf of the said Lady *Frances Juliet Maynard* his Wife, and for all Right, Title, and Interest which he has or might have under this Act; and this Act shall thereafter be put in execution as regards the said Lady *Frances Juliet Maynard*, and the said *Charles Henry Maynard*, and such Heirs of Entail as aforesaid, as if such Consent had been given before the passing of this Act, and such Consent shall be effectually binding in all Time thereafter.

General Saving.

XV. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Creditors and Annuitants under the herein-recited Deeds executed by the said *John* Fourth Duke of *Atholl*, and to all and every other Person or Persons and Bodies Politic and Corporate, (excepting the said *George Augustus Frederick John* Duke of *Athole*, and the other Heirs of Entail entitled to succeed by virtue of the said Trust Disposition and Settlement and Codicils thereto, and of the Deeds of Entail to be executed by the said Trustees and by the said *George Augustus Frederick John* Duke of *Athole* under the Authority of the said Court as aforesaid,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the Lands and Estates hereby directed to be entailed, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

Deeds of Entail to remain in force.

XVI. That nothing in this Act contained shall be held to alter, innovate, change, or defeat the said several herein-recited Deeds of Entail, or the Order of Succession thereby established, excepting in so far as necessary for carrying the Purposes of this Act fully into effect.

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

XVII. That 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.) to which the foregoing Act refers.

Showing the Debts and Annuities as at the Death of John, Fourth Duke of Atholl.

1. DEBTS.

	£	s.	d.
Debts heritably secured - - - - -	125,662	10	0
Personal Debts on Bonds and Bills, &c. - - -	49,212	15	6
Personal Bonds and Bills, &c., with Security of Dunkeld Bridge - - - - - - -	17,790	0	0
Road Debts and Subscriptions to Turnpike Roads, &c. -	3,954	9	0
	196,619	14	6

Besides the above Debts there were certain contingent Claims against the said John Duke of Atholl, arising out of Obligations granted on account of Road Trusts, &c., the Amount of which cannot be stated, in respect the same depend on the Revenues derived from the Road Trusts, which are of uncertain and varying Amount.

2. ANNUITIES.

Amount of Annuities under Bonds and Testamentary Deeds granted by the said Duke - - - -	1,540	0	0

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

Showing the Amount of the Personal Estate in Scotland, and of the Money realised from the English Property applied in payment pro tanto of the Debt.

	£	s.	d.
Personal Estate in Scotland - - - -	28,219	13	11[2]
Produce of the Property sold in the Isle of Man - -	19,976	10	1
Produce of the House in St. James's Square, London, and Furniture - - - - - -	6,428	9	3[6]
	54,624	13	3[8]

	£	s.	d.	£	s.	d.
Whereof applied towards Payment of Floating Debts and Accounts current at his Grace the late Duke of Atholl's Death, Deathbed and Funeral Expenses, Mournings, &c. - - - - -				50,636	5	10^5
				3,988	7	5^3
Showing also the Produce of the Lands, &c., sold by the Trustees, viz.:—						
Garry Cottage - - - -	1,999	0	0			
Lands of Riemore - - -	1,535	0	0			
Lands of Toldunie - - -	31,500	0	0			
Superiority of Dunmay - - -	150	0	0			
	35,184	0	0			
Add Compensation Money received from Scottish Central Railway Company in respect of the Trust's Share of the Dunning Road Debt - - - -	211	18	10^6			
				35,395	18	10^6
				39,384	6	$3^{9\frac{1}{2}}$

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

Showing the annual average Receipts and Outgoings of the Trust Estate since the Duke's Death till 1852.

	£	s.	d.
Total Receipts of every Description since 1832 till 1852 -	224,769	6	8^4
Average annual Receipts about 10,703*l.*			
Total Payments of Interest, and necessary Expenses and Outgoings on the Trust Estate for the same Period -	262,193	1	3^1
Average Annual Payments about 12,485*l.*			
Total Shortcoming of the Receipts to meet the Interest and Outgoings - - - - -	37,423	14	6^9
Average annual Shortcoming about 1,782*l.*			

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

Showing the present State of the Trust Debt.

	£	s.	d.
Amount of Debt due at the Duke's Death as in Schedule (A.)	196,619	14	6
Deduct the Produce of the Personal Estate in Scotland, of the Property in the Isle of Man, and House and Furniture in St. James's Square, London, and also of the Lands sold by the Trustees, as in Schedule (B.), and Produce of the Trust Estate paid towards Extinction of Debt and Interest	39,384	6	3^9
	157,235	8	2^3
Add the Increase of Debt through the annual Shortcoming of the Produce of the Trust Estate as shown in Schedule (C.)	37,423	14	6^9
Total Amount of the Debt at present - £	194,659	2	9

Being,

	£	s.	d.	£	s.	d.	£	s.	d.
Debts heritably secured -				112,062	10	0			
Personal Debts on Bonds, Bills, &c. - -				50,587	15	6			
Personal Bonds, Bills, &c. with Security of Dunkeld Bridge - -				17,940	0	0			
Road Debts and Subscriptions to Turnpike Roads, &c. - - -				3,954	9	0			
Debt due to the Union Bank of Scotland -	10,408	10	10						
Less Funds in Factors' Hands - -	294	2	7						
				10,114	8	3			
Amount of Debt as above							194,659	2	9

And consisting of the following Particulars:—

Creditors Names.	Documents of Debt.	Sums.
Debts due on Heritable Security.		
Sir Thomas Munro's Trustees.	Assignation to part Bond per 2,000*l.* in favour of Miss M. T. Menzies and Mrs. S. Macgregor, dated 12th and 16th April 1781 - - £1,000	
James Munro Mac-Nab.	Ditto ditto to part ditto - 1,000	2,000 0 0
Ronald Menzies, of Culdares.	Bond dated 12th October 1785 -	282 10 0
	Forward -	£2,282 10 0

Creditors Names.	Documents of Debt.		Sums.		
			£	s.	d.
	Brought forward -		2,282	10	0
J. M. M^cNab -	Assignation to part Bond per 7,000*l.* in favour of Col. R. M. Macgregor, &c., dated 23rd June 1802 - - -	£2,000			
Mrs. Dean's Marriage Trustees.	Ditto to part ditto -	1,000			
Lieut.-Colonel Hugh Morrieson.	Ditto to part ditto -	1,000			
Mrs. Dean's Marriage Trustees.	Ditto to part ditto -	1,000			
Captain George Edington.	Ditto to part ditto -	1,000			
Miss Charlotte Katharine M^cNab.	Ditto to part ditto -	1,000			
			7,000	0	0
James Arnott -	Assignation to part Bond per 9,100*l.* in favour of Reverend Alexander Scott and Rannies' Trustees, dated 29th August 1809 - - -	£7,100			
Robert Morrieson and F. Russell, Marriage Trustees.	Ditto to part ditto -	2,000			
			9,100	0	0
Captain George Eddington.	Assignation to Bond per 2,000*l.* in favour of John M^cNab's Children, dated 16th November 1810		2,000	0	0
J. M. M^cNabb -	Assignation to part Bond per 13,000*l.* in favour of Mrs. General Robertson and Miss Collins Austin, dated 16th November 1810 - -	£10,000			
Ditto - - -	Ditto to part ditto -	3,000			
			13,000	0	0
George Farquhar's Heirs.	Assignation to Bond per 1,500*l.* in favour of James R. Scott, Esq., dated 30th December 1816 -		1,500	0	0
Mrs. Ann Chester -	Assignation to Bond per 4,000*l.* in favour of Miss M. D. Ogg, dated 25th July 1811 - -		4,000	0	0
Sir George Leith's Trustees.	Assignation to part Balance of Bond per 40,000*l.* in favour of Sir W. Forbes and Co. and Sir George Leith dated 7th February 1817 - -	£20,000			
James Walker -	Ditto to part ditto -	3,000			
J. W. M. Adamson -	Ditto to part ditto -	2,600			
Marriage Trustees of Francis Russell.	Ditto to part ditto -	4,400			
			30,000	0	0
	Forward - -		£68,882	10	0

The Duke of Atholl's Estate Act, 1853.

Creditors Names.	Documents of Debt.	Sums.
		£ s. d.
	Brought forward -	68,882 10 0
Trustees under Marriage Contract of Robert Hawthorn and Spouse.	Assignation to part Bond per 5,000*l.* in favour of Sir William Forbes and Co. and John Bruce, Esq., dated 15th June 1818 - £3,000	
Jas. Munro M°Nabb	Ditto to part ditto - 2,000	5,000 0 0
Jas. Munro M°Nabb	Assignation to Bond per 1,000*l.* in favour of Col. R. M. Macgregor, dated October 1820 -	1,000 0 0
Trustees of the late Colonel Stewart of Strathgarry -	Assignation to Bond per 4,500*l.* George Bell and Spouse, dated 27th November 1824 - -	4,500 0 0
Trustees of Archibald Douglass.	Assignation to Bond per 1,000*l.* in favour of Trustees for Robert Douglas Dunkeld, dated 7th December 1825 - -	1,000 0 0
General Ferguson's Trustees.	Bond dated 27th November 1827	12,000 0 0
E. Reid and Sisters -	Assignation to Bond per 1,000*l.* in favour of Adam Reid and Children, dated 8th October 1828 -	1,000 0 0
Dr. John Stewart -	Assignation to Bond per 1,500*l.* in favour of Robert Cargill, dated 28th July 1829 - -	1,500 0 0
Mrs. Eliza Constantia Morrieson.	Assignation to part Bond per 7,000*l.* in favour of Mr. and Mrs. Adam Hay, dated 30th March 1830 - - - £2,500	
Representatives of Mrs. M°Gibbon.	Ditto to part ditto - 2,500	
Trustee for Maria and Jane Wilson.	Ditto to part ditto - 2,000	7,000 0 0
James Mathew -	Assignation to real Burden in favour of Sir John Bisset over Subjects in Dunkeld in Disposition thereof to Duke of Atholl, dated 10th October 1820 -	180 0 0
Miss Charlotte Katharine M°Nabb.	Bond dated 14th and 21st January 1833 - - -	10,000 0 0
	Sum of Heritable Debts - -	£112,062 10 0

The Duke of Atholl's Estate Act, 1853.

Personal Debts on Bonds, Bills, &c.

Creditors Names.	Documents of Debt.	Sums.		
		£	s.	d.
Mrs. Mary M'Gibbons' Representatives.	Assignation to Bond, dated in favour of Sprot - -	3,000	0	0
Miss Charlotte Katharine M'Nabb.	Assignation to Bond, dated in favour of the Highland Society	1,500	0	0
Colonel Hugh Morrieson.	Assignation to Bond, dated in favour of Sir William Forbes and Co. - - -	8,000	0	0
Sir William Arbuthnot's Representatives.	Bond in favour of the late Sir William Arbuthnot, dated	1,800	0	0
Col. Knight's Heirs	Bond, dated Nov. 1802 - -	3,000	0	0
J. M. M'Nabb -	Assignation to Bond in favour of Colonel John Macdonell of Lochgarry, dated -	2,500	0	0
Miss Mary Anne Murray.	Assignation to Bond - -	2,000	0	0
Miss A. M. Murray	Assignation to Bond - -	3,000	0	0
Lady E. M. M'Gregory's Representatives.	£400			
Trustees of Claud Russell, Esq., Accountant.	Assignation to part Bond per 6,000*l.* - - 1,000			
Edmund Logan, Judicial Factor for Miss J. J. Spiers.	Ditto 1,500			
The Royal Society of Edinburgh.	Ditto 2,600			
Miss Margaret Bell	Ditto 500			
		6,000	0	0
Lieutenant Colonel H. Morrieson.	Assignation to Bond in favour of Mrs. Sarah Robertson or Small, dated 1st Feb. 1796 - -	1,000	0	0
Trustees of Miss Anne Knight.	Assignation to Bond by late Duke and Lord Glenlyon to Sir John Hay's Representatives, dated	4,000	0	0
Colonel Hugh Morrieson.	Assignation to Bond per 936*l.* 15*s.* 7*d.* in favour of the Rev. W. Bagshaw, dated 10th November 1820 - - -	936	15	7
Messrs. Lewis and Robert Campbell, Assignees of.	Bond in favour of Mrs. Elizabeth Murray, dated 1799 -	752	0	0
Mrs. Lightfoot -	Assignation to Bond per 1,200*l.* in favour of A. Yeats, dated -	1,200	0	0
Mrs. Lightfoot -	Assignation to Bond per 800*l.* in favour of G. Yeats, dated -	800	0	0
	Forward -	£39,488	15	7

The Duke of Atholl's Estate Act, 1853.

Creditors Names.	Documents of Debt.	Sums.
		£ s. d.
	Brought forward -	39,488 15 7
Thomas Hopper, London.	Bond by Trustees, dated 23rd & 28th February 1839 - -	1,000 0 0
John McLean -	Assignation to Balance of Bond per 350*l.* in favour of Miss Anne Duncan, Dundee, dated 25th January 1782 - -	200 0 0
Sir W. Forbes and Co.	Bill dated 5th December 1829 -	3,000 0 0
John Murray Dunkeld	Bond dated 10th August 1820 -	400 0 0
James Stewart -	Assignation to Promissory Note per 106*l.* 15*s.* in favour of the Caledonian Friendly Weaver Society, Dunkeld, dated 27th September 1822 - -	106 15 0
Alexander McLean	Assignation to Promissory Note per 100*l.* in favour of James McLean, Killearmont, dated 15th March 1823 - -	100 0 0
Dunkeld Carpenters Friendly Society.	Promissory Note dated 9th February 1825 - - -	440 0 0
James Stewart -	Assignation to Receipt per 200*l.* in favour of Alexander McLean, Mulinearn, dated 17th November 1825 - - -	200 0 0
Alexander McLean -	Assignation to Receipt per 150*l.* in favour of James McLean, Killearmont, dated 17th November 1825 - - -	150 0 0
Widow Donald Mc Intyre Blair.		26 0 0
R. C. Carrington -	Assignation to Balance of Bill per 400*l.* in favour of Mrs. Margaret Mason, Dunkeld, dated 12th November 1829 - -	200 0 0
Dunkeld Carpenters Friendly Society.	Bill, dated 31st March 1830 -	500 0 0
Robert Lowe -	Assignation to Bond per 500*l.* in favour of Miss Helen Furguson, Balledmond, dated 31st May 1830 - - - -	500 0 0
Miss Mary Malloch	Assignation to Bill in favour of the late Mrs. George Stewart, dated - - -	698 1 5
Robert Morrieson -	Assignation to Promissory Note in favour of late Mungo Murray, dated - - -	682 4 3
Poor of Strowan -		93 9 3
Captain James Murray.	Bill in favour of Mrs. Elizabeth Murray, dated - -	152 10 0
Grace Menzies -	Assignation to Receipt per 200*l.* in favour of J. Menzies, Balnaguard, dated 28th November 1825 -	200 0 0
	Forward -	£48,137 15 6

Creditors Names.	Documents of Debt.	Sums.
		£ s. d.
	Brought forward -	48,137 15 6
Mrs. E. C. Morrieson.	Receipt, dated 19th May 1827, to Stewart and Mc Laren, and Bond of Corroboration -	200 0 0
William Patten -	Ditto, dated 19th April 1830 -	100 0 0
Miss Mary Anne Knight.	Bond, dated 14th June and 13th July 1832 - - -	1,000 0 0
Mrs. Mary Mc Nabb's Representatives.	Bond, dated 4th & 10th September 1846 - - -	650 0 0
John Leslie -	Bond, dated 2nd January and 11th February 1835 - -	500 0 0
	Sum of Personal Debts	£50,587 15 6

Personal Bonds and Bills with Security of Dunkeld Bridge.

		£ s. d.
Miss M. A. Knight -	Assignation to Bill per 600*l.* in favour of Charles Anderson, dated 18th May 1807 - -	600 0 0
Helen Gaff - -	Assignation to Promissory Note per 160*l.* in favour of D. McMichie, dated 1st March 1808 - - - -	160 0 0
The Presbytery of Perth.	Assignation to Bond per 280*l.* in favour of Mr. Garvie, dated 22d March 1808 - - -	280 0 0
Janet Roy - -	Bill per 100*l.* in favour of P. Roy, dated 5th December 1808 -	100 0 0
Elizabeth White or Dunn.	Bill in favour of James Finlay, dated 5th December 1808 -	170 0 0
James Stewart -	Assignation to Bond per 300*l.* in favour of Donald Murray, dated 12th December 1808 - -	300 0 0
James Stewart -	Assignation to Promissory Note per 100*l.* in favour of Andrew Pullor, dated 16th January 1810	100 0 0
Mary Taylor - -	Promissory Note per 100*l.* in favour of Thomas Taylor, dated 12th December 1810 - -	100 0 0
James Ferguson -	Letter per 100*l.* in favour of John Ferguson, dated 21st March 1811 - - - -	100 0 0
Kirk Session of Little Dunkeld.	Letter dated 11th November 1811	70 0 0
R. C. Carrington -	Balance of Promissory Note per 180*l.* in favour of F. Duff Kinnaird, dated 23rd November 1811 - - - -	160 0 0
	Forward -	£2,140 0 0

The Duke of Atholl's Estate Act, 1853.

Creditors Names.	Documents of Debt.	Sums.
		£ s. d.
	Brought forward -	2,140 0 0
Mrs. E. C. Morrieson	Promissory Note per 200*l.* in favour of Donald Malloch, dated 15th May 1813 - -	200 0 0
David Brodie - -	Letter per 100*l.* in favour of John M^c^Farlane, dated 2nd December 1813 - - - -	100 0 0
Atholl Wright Society, Logierait.	Promissory Note, dated 24th January 1816 - - -	100 0 0
James Stewart -	Bill per 100*l.* in favour of James Crerar, dated 26th November 1816 - - - -	100 0 0
James Walker -	Bill in favour of John Walker, dated 31st December 1817 -	1,000 0 0
Joseph Colkin -	Bill per 200*l.* in favour of James Cameron, dated 12th March 1820 - - - -	200 0 0
Dunkeld Carpenters' Friendly Society.	Bill, dated 12th March 1820 -	560 0 0
Miss Duncan - -	Bond, dated 27th September 1820	600 0 0
John Stewart - -	Bill, dated 15th May 1821 -	200 0 0
James Stewart -	Bill per 400*l.* in favour of Al. M^c^Lauchlan Tirinie, dated 15th May 1821 - - -	400 0 0
Helen Gaff - -	Bill per 105*l.* in favour of Kirk Session of Blair Atholl, dated 27th September 1824 - -	105 0 0
George Farquhar's Representatives.	Bond, dated 21st January 1824 -	750 0 0
James and William Crichton.	Bond in favour of James Crichton, dated 21st October 1823 -	500 0 0
Lady Oakley's Representatives.	Bond in favour of Lady Oakley, dated - - -	1,050 0 0
Miss Elizabeth Anne Murray.	Bond dated 8th July 1825 -	1,080 0 0
James Stewart -	Bill per 200*l.* in favour of Alexander Reid, dated 15th May 1825 - - -	200 0 0
Miss Amelia Georgiana M. M^c^Gregor.	Assignation to Bond in favour of Henry Blair, dated 30th June 1826 - - -	830 0 0
James Stewart -	Balance Bill per 100*l.* in favour of Grizel and Christian Ferguson, dated 15th May 1827 - -	70 0 0
Charlotte Menzies -	Bill per 150*l.* in favour of Marjory Stewart, dated 15th May 1827 - - -	150 0 0
Executors of William Crichton.	Bill per 1,000*l.* in favour of Robert Stewart, dated 28th November 1827 - - - -	1,000 0 0
R. C. Carrington -	Bill per 105*l.* in favour of Peter Peddie, dated 11th November 1828 - - - -	105 0 0
	Forward -	£11,440 0 0

The Duke of Atholl's Estate Act, 1853.

Creditors Names.	Documents of Debt.	Sums.
		£ s. d.
	Brought forward -	11,440 0 0
Misses Mc Farlane, Perth.	Bond dated 8th May 1829 -	2,000 0 0
James Mathew -	Assignation to part Bond per 2,000*l.* in favour of Alexander Stodart, Perth, dated 1,000*l.*	
Emily, Margaret, and Barbara Mathew.	Ditto to part ditto ditto - 1,000*l.*	2,000 0 0
Misses Helen and Janet Graham.	Promissory Note, dated 18th May 1829 - - - -	400 0 0
Executors of Dr. Patrick Mc Farlane.	Assignation to Bond in favour of Menzies, dated -	1,000 0 0
Mrs. Mary Mc Nabb's Representatives.	Bond dated April 1839 - -	1,000 0 0
Mrs. Margaret Mc Farlane, Fungorth.	Bond in favour of James Bruce's Trustees, dated 1839 - -	100 0 0
	Sum of Debts with Security of Dunkeld Bridge -	£17,940 0 0

Road Debts and Subscriptions to Turnpike Roads, &c.

Various Parties now Holders under Assignations to original Bond.	Share of joint personal Bond per 6,000*l.* by his Grace the late Duke of Atholl, Lord Strathallan, General James Drummond, and Anthony Murray, borrowed for paying up Gleneagles Road Debt - -	2,083 0 0
William Crighton's Heirs - -	Ditto of Bond for 6,100*l.* by the Dunkeld Bishopric Road Trustees in favour of Giles, dated - - -	1,371 9 0
Jean Wilson - -	Assignation to Bond by the Duke in favour of the British Linen Company, dated 1812, for the Queensferry Passage - -	500 0 0
	Sum of Road Debts, &c. -	£ 3,954 9 0

Besides the above Debts, there are still certain contingent Claims against John Duke of Atholl and his Trustees, arising out of Obligations granted by the Duke on account of Roads, &c., the Amount of which cannot at present be stated, in respect the same depend on the Revenues derived from the Roads, which are of uncertain and varying Amount.

The Duke of Atholl's Estate Act, 1853.

ANNUITIES.

Annuitants Names.	Documents of Debt.	Annuities.
		£ s. d.
Mrs. Augusta Page -	Personal Bond, dated -	50 0 0
Mary Anne Knight -	Ditto ditto - - -	200 0 0
Elizabeth Anne Murray.	Ditto ditto - - -	50 0 0
James Stewart -	Under his Grace's Deeds of Settlement, 27th January and 30th September 1830 - -	25 0 0
R. C. Carrington -	Obligatory Letter, dated -	100 0 0
	£	425 0 0

D. Robertson Souter.

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

Value of the Trust Estate as at present standing, as estimated by Professor Low - - - - £243,965 16 0

David Low.

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