CHAPTER *6*.

An Act to authorise the sale of certain portions of the Forest of Monar, called the Grazings and Shealings of Glenuiack (otherwise Glenuiag) and Pollanbuy, in the county of Ross, being part of the entailed Estates now held by Sir Arthur George Ramsay Mackenzie, of Coul, Baronet, and to authorise the purchase of other Lands to be entailed; and for other purposes. [11th August 1875.] A.D. 1875.

Deed of entail by Sir Wm. Mackenzie, 5th October 1863.

WHEREAS by a deed of entail dated the 5th day of October in the year 1863, and recorded in the Register of Entails the 26th day of November 1863, and registered in the books of Council and Session at Edinburgh the 19th day of November 1869, and executed by Sir William Mackenzie, of Coul, Baronet, the said Sir William Mackenzie, after reciting that he had lately obtained a disentail of his lands and estate of Coul, and others, therein-after mentioned, and that for certain good causes and considerations it was then his desire to re-entail the same in manner therein-after following, did thereby grant and dispone to himself and the heirs male of his body, whom failing, to his brother Robert Ramsay Mackenzie, then or lately residing at Kinellan, near Brisbane, in Queensland, Australia, or elsewhere abroad, and the heirs male of his body, whom failing, to his brother the Reverend John Mackenzie, of the Free Church of Scotland, and the heirs male of his body, whom failing, to his brother Donald Macleod Mackenzie, captain in the Royal Navy, and the heirs male of his body, whom failing, to the heirs female of his own body, whom failing, to the heirs female of the body of the said Robert Ramsay Mackenzie, whom failing, to the heirs female of the body of the said Reverend John Mackenzie, whom failing, to the heirs female of the body of the said Donald Macleod Mackenzie, whom failing, to the Reverend Charles Mackenzie, prebendary of Saint Paul's Cathedral, and rector of Saint Benet, Gracechurch, London, and the heirs male of his body,

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whom failing, to the Reverend Henry Mackenzie, prebendary of Lincoln and rector of Tydd Saint Mary, Lincolnshire, brother of the said Charles Mackenzie, and the heirs male of his body, whom failing, to the heirs female of the body of the said Reverend Charles Mackenzie, whom failing, to the heirs female of the body of the said Reverend Henry Mackenzie, the eldest heir female, and the descendants of her body, excluding heirs portioners, and succeeding always without division throughout the whole foresaid course of succession thereby appointed, whom all failing, to his the said Sir William Mackenzie's own nearest heirs and assignees whomsoever, heritably and irredeemably, all and whole the lands, grazings, fishings, mills, mill lands, multures, thirlage, and others, therein-after mentioned and fully described:

Lands of Glenuiack and Pollanbuy included in said deed of entail.

And whereas all and whole those parts and portions of the Forest of Monar, called the grazings and shealings of Glenuiack and Pollanbuy, conform to their ancient boundaries and marches situated in the parish of Contin and county of Ross (and all which are herein-after referred to as "the said lands of Glenuiack"), formed part of the lands, and others, granted and disponed by the said Sir William Mackenzie as aforesaid:

Conditions, prohibitions, &c. of said deed of entail.

And whereas the said lands, and others, so granted and disponed by the said Sir William Mackenzie were so granted and disponed always under the conditions, prohibitions, reservations, exceptions, provisions, and declarations written and contained in the said deed of entail, and, inter alia, under the prohibition that it should not be lawful to the heirs of entail foresaid to innovate, alter, or infringe that tailzie or the destination and order of succession by the said deed of entail established, and under this prohibition also, that it should not be lawful to the said heirs of entail to sell, alienate, or dispone the said lands, barony, and others, by the said deed of entail disponed, or any part thereof, either irredeemably or under reversion:

Death of Sir W. Mackenzie.

And whereas the said Sir William Mackenzie died on the 21st day of December 1868 without leaving heirs of his body, and was succeeded in the said lands, and others, granted and disponed as aforesaid by his said brother Robert Ramsay Mackenzie, of Coul, Baronet, who completed a title to the said lands, and others, by general service, and was duly infeft in the said lands, and others, conform to three notarial instruments recorded in the division of the General Register of Sasines at Edinburgh applicable to the county of Ross, on the 15th day of September 1869:

Succession of Sir Robert R. Mackenzie.

Death of Sir Robert R. Mackenzie.

And whereas the said Sir Robert Ramsay Mackenzie died on the 19th day of September 1873 leaving an only son, now Sir Arthur George Ramsay Mackenzie, who was born on the 2nd day of May 1865:

Succession of Sir Arthur G. R. Mackenzie.

And whereas the said Sir Arthur George Ramsay Mackenzie is now entitled to the said lands, and others, as heir of entail under the said deed of entail, and his title is now in course of completion:

Appointment of tutors and curators to Sir Arthur G. R. Mackenzie.

And whereas the said Sir Robert Ramsay Mackenzie left at his death a trust disposition and settlement, dated and executed by him the 26th day of August 1869, and recorded in the books of Council and Session at Edinburgh the 19th day of December 1873, whereby he nominated and appointed Dame Louisa Alexandrina Jones, or Mackenzie, his wife, the Reverend John Mackenzie before mentioned, of the Free Church of Scotland, residing in Edinburgh, Donald Macleod Mackenzie before mentioned, captain in the Royal Navy, and Hugh Mackay Matheson, merchant, in London, to be tutors and curators to such of his children as might be under age at the time of his death:

Acceptance of office by said tutors and curators.

And whereas the said Sir Robert Ramsay Mackenzie was survived by the said Dame Louisa Alexandrina Jones, or Mackenzie, the said Reverend John Mackenzie, the said Donald Macleod Mackenzie, and the said Hugh Mackay Matheson, who all accepted and acted and still act as tutors of the said Sir Arthur George Ramsay Mackenzie:

Lands of Glenuiack separated from rest of entail estate.

And whereas the said lands of Glenuiack lie at a considerable distance from the rest of the lands, and others, granted and disponed by the said deed of entail, and, excepting a shepherd's house, there is no dwelling-house or shooting lodge on the same, and there is no road to the same:

Contiguity of lands of Glenuiack to Sir Ivor Bertie Guest's estate of Glencarron.

And whereas the said lands of Glenuiack lie contiguous to the estate of Glencarron, belonging to Sir Ivor Bertie Guest, of Canford Manor, in the county of Dorset, Baronet:

Lease of lands of Glenuiack to Sir Ivor Bertie Guest, 22nd and 29th March 1873.

And whereas the said Sir Robert Ramsay Mackenzie in his lifetime, by a lease dated 22nd and 29th days of March 1873, and made between himself as heir of entail as aforesaid on the one part, and Sir Ivor Bertie Guest on the other part, let to the said Sir Ivor Bertie Guest the said lands of Glenuiack (in the said lease described as all and whole the grazings of that part of the estate of Coul, called "Glenuiag," with the houses thereon then presently occupied by a shepherd), together with the sole and exclusive right and privilege of sporting, hunting, shooting, and killing deer and game of every description over the same, and that for the space of ten years from and after the term of Whitsunday 1873, which was declared to be the term of the said Sir Ivor Bertie Guest's entry under the said lease, the rents agreed to be paid by the said Sir Ivor Bertie Guest being £350 sterling for the said right of sporting, let by the said lease, and £350 sterling for the said grazings, which rents are specified in Schedule A. to this Act annexed:

Rents payable under said lease.

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And whereas but for the contiguity as aforesaid of the said lands of Glenuiack to the said estate, and the willingness of Sir Ivor Bertie Guest to accept a lease of the same, so large an income or return from the same could not have been obtained:

Offer of Sir Ivor Bertie Guest to purchase said lands of Glenuiack. Price, £27,500.

And whereas the said Sir Ivor Bertie Guest offered to purchase the said lands of Glenuiack at the price of £27,500, being a price considerably exceeding the estimated value of the said lands:

And whereas the said Dame Louisa Alexandrina Jones, or Mackenzie, the Reverend John Mackenzie, Donald Macleod Mackenzie, and Hugh Mackay Matheson, tutors as aforesaid of the said Sir Arthur George Ramsay Mackenzie, considered that it was for the advantage of the said Sir Arthur George Ramsay Mackenzie, heir of entail as aforesaid, and of the heirs of entail who may hereafter become entitled to succeed under the said deed of entail, that the said offer should be accepted, and that the sale of the said lands to the said Sir Ivor Bertie Guest should be effected with the sanction of Parliament:

Agreement between tutors and Sir Ivor Bertie Guest for carrying out the purchase and sale.

And whereas by an agreement made and dated the 26th and 27th days of February and 2nd and 4th days of March 1875, between the said Dame Louisa Alexandrina Jones, or Mackenzie, the Reverend John Mackenzie, Donald Macleod Mackenzie, and Hugh Mackay Matheson, tutors as aforesaid of the said Sir Arthur George Ramsay Mackenzie, of the first part, and the said Sir Ivor Bertie Guest of the other part, the said tutors agreed to sell to the said Sir Ivor Bertie Guest, and the said Sir Ivor Bertie Guest agreed to buy, all and whole the said lands of Glenuiack (in the said agreement more fully described), the price to be £27,500, payable as in the said agreement mentioned, with interest, from Whitsunday 1875; and the said tutors, after reciting that the said lands of Glenuiack form part of the entailed estate of Coul, and in consequence of the nonage of the said Sir Arthur George Ramsay Mackenzie could not then be disentailed under any of the statutes in force regarding entails, engaged to apply for an Act of Parliament to authorise and carry into effect the said sale, and to provide for the application or investment of the price, which agreement now in recital also provided that in the event of Parliament refusing to pass such Act, the said agreement should become void; and further, that if the said Act should be obtained the said Sir Ivor Bertie Guest engaged to pay the costs of and incidental thereto, in so far as such costs should exceed £500, which sum of £500 should be paid by the said tutors towards such costs:

The Rev. John Mackenzie and Donald M. Mackenzie are the next heirs of entail.

And whereas the said Reverend John Mackenzie and the said Donald Macleod Mackenzie are the two nearest heirs of entail entitled to succeed under the said deed of entail after the said

Sir Arthur George Ramsay Mackenzie and failing heirs male of his body:

Provision to Dame Agnes Mackenzie.

And whereas by bond of provision dated the 14th day of January 1867, and recorded in the books of Council and Session on the 11th day of January, and in the division of the General Register of Sasines applicable to the county of Ross, on the 12th day of November, both in the year 1869, the said Sir William Mackenzie provided for his wife Dame Agnes Smyth, or Mackenzie, in life-rent during her life, in case she should survive him, an annuity of £1,000, to be taken furth of the lands granted by the said deed of entail (including the lands of Glenuiack), but under the declaration that if the annuity should exceed one third part of the free yearly rental or value of the said lands, then it should be restricted so as not to exceed such third part; and further, that if the said Dame Agnes Smyth, or Mackenzie, should enter into a second marriage, the annuity should be restricted to one half of the amount provided as aforesaid:

Provision to Dame Louisa A. Mackenzie.

And whereas by bond of provision dated the 26th day of August 1869, and recorded in the General Register of Sasines for publication, and also as in the books of the Lords of Council and Session for preservation, on the 19th day of December 1873, the said Sir Robert Ramsay Mackenzie provided for his wife, Dame Louisa Alexandrina Jones, or Mackenzie, in liferent during her life, in case she should survive him, an annuity of £1,200, to be taken furth of the lands granted and disponed by the said deed of entail (including the lands of Glenuiack), but under the declaration that if the annuity should exceed one third part of the free yearly rental or value of the said lands, it should be restricted so as not to exceed such third part; and further, that if the said Dame Louisa Alexandrina Jones, or Mackenzie, should enter into a second marriage, the annuity should be restricted to one half of the amount provided as aforesaid; and by the same bond of provision the said Sir Robert Ramsay Mackenzie provided for such of his children as should be alive at his death, and should not succeed to the said lands, if there should be three or more such children, a sum equivalent to three years free rent or value of the said lands:

Provision to children of Sir Robert R. Mackenzie.

Agreement fixing amount of provisions to Dame Louisa A. Mackenzie and children.

And whereas by deed of agreement dated 31st December 1874, 9th January, 5th, 6th, and 15th days of March, all in the year 1875, made between the said tutors of the said Sir Arthur George Ramsay Mackenzie of the first part, the said Dame Louisa Alexandrina Jones, or Mackenzie, of the second part, and Mrs. Mary Louisa Mackenzie, or Archer, wife of Alexander Archer, of the Bank of New South Wales, and then residing at

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Brisbane, Queensland, Australia, with consent of her said husband, Katherine Elizabeth Mackenzie, Louisa Stewart Mackenzie, and Frances Philadelphia Mackenzie, the four children of the said Sir Robert Ramsay Mackenzie who did not succeed to the said lands granted and disponed by the said deed of entail (the said Louisa Stewart Mackenzie and Frances Philadelphia Mackenzie acting with consent of their foresaid curators), and the said Alexander Archer of the third part, it was agreed and declared that the annuity payable under the last-mentioned bond of provision to the said Dame Louisa Alexandrina Jones, or Mackenzie, was £1,066 8*s.* 6*d.*, and that the provision payable under the same bond to the said four children who did not succeed to the said lands was £7,527 13*s.* 8*d.*, and the said Dame Louisa Alexandrina Jones, or Mackenzie, thereby apportioned the same amount equally among the said four children (being £1,881 18*s.* 5*d.* for each):

Rentcharges on entailed estate.

And whereas by the several absolute orders after mentioned the Inclosure Commissioners for England and Wales, in pursuance of the Lands Improvement Company's Acts, charged the inheritance or fee of the lands mentioned in the schedules annexed thereto respectively, being the lands granted and disponed by the said deed of entail, or some of them (including the said lands of Glenuiack), with the payment to the Lands Improvement Company, their successors and assigns, of the yearly sums after mentioned, namely, by an absolute order dated the 13th August and recorded in the division of the General Register of Sasines applicable to the county of Ross the 23rd September 1868, the yearly sum of £135 1*s.* 6*d.*, payable for 25 years, which order and yearly sum were assigned by the said Lands Improvement Company to the Scottish Widows Fund and Life Assurance Society by assignment dated the 1st and recorded in the said division of the General Register of Sasines the 6th days of October 1868; by another absolute order dated the 24th and recorded in the said division of the General Register of Sasines the 28th days of February 1870, the yearly sum of £55 12*s.* 10*d.*, payable for twenty-five years, which order and yearly sum were assigned by the said Lands Improvement Company to the Edinburgh Life Assurance Company by assignment dated the 3rd and recorded in the said division of the General Register of Sasines the 5th days of March 1870; by another absolute order dated the 27th October and recorded in the said division of the General Register of Sasines the 8th November 1870, the yearly sum of £122 16*s.* 2*d.*, payable for twenty-five years, which order and yearly sum were assigned by the said Lands Improvement Company to the said Edinburgh Life Assurance Company by assignment dated the 10th and recorded in the said division of the

General Register of Sasines the 12th days of November 1870; by another absolute order dated the 30th March and recorded in the said division of the General Register of Sasines the 17th April 1871, the yearly sum of £50 19*s.*, payable for twenty-five years, which order and yearly sum were assigned to the said Edinburgh Life Assurance Company by assignment dated the 20th and recorded in the said division of the General Register of Sasines the 22nd April 1871; by another absolute order dated the 22nd and recorded in the said division of the General Register of Sasines the 27th days of June 1871 the yearly sum of £42 4*s.* 8*d.*, payable for twenty-five years, which order and yearly sum were assigned by the said Lands Improvement Company to the said Edinburgh Life Assurance Company by assignment dated the 29th June and recorded in the said division of the General Register of Sasines the 1st July 1871; by another absolute order dated the 9th May and recorded in the said division of the General Register of Sasines the 30th August 1872, the yearly sum of £31 16*s.* 10*d.*, payable for twenty-five years, which order and yearly sum were assigned by the said Lands Improvement Company to the said Edinburgh Life Assurance Company by assignment dated the 31st August and recorded in the said division of the General Register of Sasines the 5th September 1872; all which liferent provisions to widows, provisions to children, and rentcharges are specified in Schedule B. to this Act annexed:

Advantage to heir of entail of the sale of lands of Glenuiack being completed.

And whereas it is very materially for the advantage of the said Sir Arthur George Ramsay Mackenzie, heir of entail as aforesaid, and of the heirs of entail who may hereafter become entitled to succeed under the said deed of entail, that the said Dame Louisa Alexandrina Jones, or Mackenzie, the Reverend John Mackenzie, Donald Macleod Mackenzie, and Hugh Mackay Matheson should be authorised and empowered to complete the sale, under the agreement in that behalf herein-before recited, of the said lands of Glenuiack to the said Sir Ivor Bertie Guest at and for the price of £27,500, and that provision should be made for the application and investment of such purchase money, and it is expedient that the said lands of Glenuiack should be conveyed to the said Sir Ivor Bertie Guest freed and discharged of and from the said rentcharges, liferent provisions to widows, and provisions to children, but these objects cannot be effected without the authority of Parliament:

Wherefore Your Majesty's most dutiful and loyal subjects, the said Dame Louisa Alexandrina Jones, or Mackenzie, the Reverend John Mackenzie, Donald Macleod Mackenzie, and Hugh Mackay Matheson, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and

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Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited for all purposes as "The Glenuiag Estate Act, 1875."

Vesting of lands of Glenuiack in fee simple in Dame Louisa Alexandrina Jones, or Mackenzie, and others as Trustees.

2. From and after the passing of this Act the said lands of Glenuiack herein-before particularly described shall be and are hereby vested in the said Dame Louisa Alexandrina Jones, or Mackenzie, the Reverend John Mackenzie, Donald Macleod Mackenzie, and Hugh Mackay Matheson, and the survivor of them, and the heir of such survivor, as Trustees (herein-after referred to as the Trustees) for the purposes of this Act, in fee simple freed and discharged of and from all the conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolutive, and clause of registration in the register of tailzies, contained in the said deed of entail herein-before recited, and in the rights, deeds, or infeftments following thereon, and freed and discharged of and from all rentcharges, liferent provisions to widows, and provisions to children, specified in Schedule B. to this Act annexed, but the said lands shall be so vested in them in trust for the uses and purposes herein-after provided.

Power to the Trustees to sell the said lands of Glenuiack to Sir Ivor Bertie Guest in fee simple.

3. It shall be lawful for the Trustees to sell and absolutely dispose of the said lands of Glenuiack in fee simple to the said Sir Ivor Bertie Guest, Baronet, for and in consideration of the sum of twenty-seven thousand five hundred pounds, to be paid by the said Sir Ivor Bertie Guest in manner herein-after provided.

Purchase price of £27,500, how to be paid.

4. Of the said sum of twenty-seven thousand five hundred pounds, the sum of five hundred pounds shall be paid by the said Sir Ivor Bertie Guest to the Trustees for application by them as herein-after provided, the receipt of the Trustees being a sufficient discharge to the said Sir Ivor Bertie Guest for such payment, and the residue of twenty-seven thousand pounds shall be paid by the said Sir Ivor Bertie Guest into one of the banks in Scotland, established by Act of Parliament or Royal Charter, in the names of the Trustees, and shall bear the highest rate of interest that can be obtained for the same; and the principal sum so paid in, and the interest thereon, shall be applied in the manner and for the purposes herein-after provided, and the receipt of the treasurer, manager, cashier, or other officer of the said bank shall be a sufficient discharge to the said Sir Ivor Bertie Guest for the sum so paid into the said bank, and the said Sir Ivor Bertie Guest shall not be concerned with nor bound to see to the application of the said sum or any part thereof. The said sum of five hundred pounds shall be applied by the Trustees, so far as may be necessary, in or towards the defraying of the costs

of applying for and obtaining this Act, and if such costs do not amount to the sum of five hundred pounds, then the Trustees shall pay the unapplied balance into the same bank and to the same account as the said sum of twenty-seven thousand pounds.

Trustees to grant conveyance or conveyances to Sir Ivor Bertie Guest.

5. Upon the said sum of twenty-seven thousand five hundred pounds being paid as aforesaid by the said Sir Ivor Bertie Guest, and on the receipt of the treasurer, manager, cashier, or other officer of the said bank for the sum of twenty-seven thousand pounds being delivered to the Trustees, they shall execute and deliver to the said Sir Ivor Bertie Guest a valid conveyance or conveyances of the said lands of Glenuiack freed from the fetters of the said deed of entail, and from all the conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolutive, and clause of registration in the register of tailzies, contained in the said deed of entail herein-before recited, and in the rights, deeds, or infeftments following thereon, and freed and discharged of and from all rentcharges, liferent provisions to widows, and provisions to children specified in Schedule B. to this Act annexed, and containing all clauses usual and necessary for vesting the said lands of Glenuiack in fee simple in the said Sir Ivor Bertie Guest, and a clause of warrandice from fact and deed, and containing a clause binding, obliging, and requiring the said Sir Arthur George Ramsay Mackenzie, or other the heirs of entail for the time in possession under the said deed of entail, to make the past writs and titles of or relating to the said lands so to be conveyed forthcoming to the said Sir Ivor Bertie Guest and his successors on all necessary occasions, on a receipt and obligation to redeliver the same within a reasonable time and under a suitable penalty; and upon the execution and delivery of the said conveyance or conveyances such clause binding, obliging, and requiring as aforesaid shall be and the same is hereby declared to be binding upon the said Sir Arthur George Ramsay Mackenzie, or other the heir of entail as aforesaid, although no party to such conveyance or conveyances.

The sum of £27,000 while in bank to be subject to certain rentcharges and provisions.

Interest of the said sum of £27,000 while in bank to be

6. So long as the said sum of twenty-seven thousand pounds shall remain deposited in bank as aforesaid, the same shall be subject to and liable for all rentcharges, liferent provisions to widows, and provisions to children, specified in Schedule B. to this Act annexed, and all other rentcharges and provisions whatsoever which now affect, or which, but for the passing of this Act, might be made to affect, the said lands of Glenuiack; but the interest or annual income of the said sum shall, at the terms of Whitsunday and Martinmas in each year while the said principal sum remains so deposited in bank, be paid by the said bank, and the said bank is hereby accordingly

paid by the bank to the Trustees.

authorised and required to pay the same to the Trustees, whose receipt, or that of their law agent in Edinburgh, shall be a sufficient discharge to the said bank; and the Trustees are hereby authorised and required, upon receipt of such interest or annual income, and after satisfaction of any such rentcharges and provisions, to pay the same to the heir of entail for the time who, but for the passing of this Act, would have been entitled to receive the rents and profits of the said lands of Glenuiack.

Trustees after satisfying rentcharges and provisions to pay interest to heir of entail.

Investment of the said sum of £27,000 in the purchase of lands to be entailed.

7. It shall be lawful for the Trustees, and they are hereby authorised from time to time, with the approval and authority of the said Court of Session (to be obtained on application of the Trustees by petition or otherwise), to invest the said twenty-seven thousand pounds, in one or more sums, in the purchase of lands in Scotland, the conveyance or conveyances whereof shall be taken to the same series of heirs of entail provided, contained, or referred to in the deed of entail first herein-before mentioned, and with and under the same conditions, prohibitions, reservations, exceptions, provisions, declarations, and clauses prohibitory, irritant, and resolutive, as are contained in the said deed of entail, or with and under such other clauses and provisions as may by the law of Scotland be equivalent thereto, and by which deed of entail so to be made and executed such lands shall be made subject to and liable for all rentcharges, liferent provisions to widows, and provisions to children, specified in Schedule B. to this Act annexed, and all other rentcharges whatsoever (if and so far as still existing at the date of such purchase of lands) which now affect, or which, but for the passing of this Act, might be made to affect, the said lands of Glenuiack; and all costs, charges, and expenses of and incident to such purchase, or the carrying the same into execution, or otherwise in relation thereto, payable by the Trustees, shall be chargeable on and payable out of the said sum of twenty-seven thousand pounds: Provided, that unless the said purchase money can be invested in lands adjacent to or convenient to be held with the other lands included under the said deed of entail, the Trustees, in their discretion, may continue the purchase money on the other investments by this Act authorised during the minority of the said Sir Arthur George Ramsay Mackenzie, or any succeeding heir of entail.

Trustees may invest the said sum of £27,000 in and upon certain securities;

8. Until a suitable investment or investments in lands in Scotland of the said sum of twenty-seven thousand pounds, or any part thereof, can be advantageously effected, the Trustees may uplift from the said bank, and invest the said sum of twenty-seven thousand pounds, or any part thereof, on heritable security in Scotland, or in the public funds or stocks of Great Britain, or in stock of the Bank

of England, or in mortgages or debentures of any railway company in Scotland or England, paying dividends on ordinary share capital, or in or upon any securities the interest of which is or shall be guaranteed by Parliament, and from time to time receive, call up, and change such securities or investments as they shall see fit: Provided, that the Trustees shall not be held to be subject as defendants or respondents to the jurisdiction of any of Her Majesty's courts of law or equity in England, either as trustees or personally, by reason of their having invested or lent the trust funds as aforesaid: Provided always, that so long as the said sum of twenty-seven thousand pounds, or any part thereof, shall remain invested as in this section is provided for, the Trustees shall stand possessed of the said sum, and the securities in which the same may be invested, subject to all rentcharges, liferent provisions for widows, and provisions to children, specified in Schedule B. to this Act annexed, and all other rentcharges and provisions whatsoever which now affect, or which, but for the passing of this Act, might be made to affect, the said lands of Glenuiack so long as the same shall continue payable: Provided further, that while the said sum of twenty-seven thousand pounds, or any part thereof, shall remain so invested, the Trustees shall be at liberty to receive the interest, dividends, or income arising from such investments when and as often as the same shall become due and payable, and the Trustees are hereby authorised and required to pay over the same when and as often as the same shall be received by them, and after satisfaction of any such rentcharges and provisions as aforesaid, to the heir of entail for the time who, but for the passing of this Act, would have been entitled to receive the rents and profits of the said lands of Glenuiack.

and receive the interest, dividends, or income arising from such investments; and after satisfying rentcharges and provisions, to pay the same to heir of entail.

9. It shall be lawful for the heir of entail who, but for the passing of this Act, would have been entitled to the rents and profits of the said lands of Glenuiack, at any time hereafter, whilst the said principal sum of twenty-seven thousand pounds, or any part thereof shall remain deposited in bank, or invested as aforesaid otherwise than in the purchase of lands, to make and execute a disentail of the said principal sum in the same manner, and with and under the same conditions, and upon the same terms as such heir of entail would by any statute or statutes then in force in that behalf have been then entitled to disentail the said lands of Glenuiack had this Act not been passed, to the effect that such heir of entail shall, upon the making and execution of such disentail, be and become entitled to the said principal sum in the same manner and to the same extent as had this Act not been passed he would have by dis-

Disentail of the said sum of £27,000 under certain circumstances.

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entailing the said lands of Glenuiack been or would have become entitled to the said lands of Glenuiack.

Payment over of the said sum of £27,000 upon such disentail.

10. Upon such disentail being effected as in the last preceding section of this Act authorised, the said Court of Session shall, on application by petition or otherwise, make such order or orders as shall be just as to the payment of the said principal sum of twenty-seven thousand pounds, or any part thereof remaining invested as aforesaid, or the delivery over of the securities in which the same may be invested to the person or persons who by reason of such disentail shall be or become entitled thereto; and as to payment, satisfaction, or otherwise, of any rentcharges or provisions as aforesaid which may then affect the same.

New Trustees may be appointed.

11. If the Trustees, or any of them, shall die, or be desirous of being discharged from or shall become incapable of acting in the trusts hereby in them vested, at any time before the said trusts shall have been fully executed, then and in any of these cases, and when and so often as the same shall happen, it shall be lawful for the said Court upon the application, by petition or otherwise, of the Trustees, or any of them, and in case of the failure of the Trustees, then upon the application of the heir of entail for the time who, but for the passing of this Act, would have been entitled to the rents and profits of the said lands of Glenuiack, or upon the like application of any party having interest in the trust estate by this Act created, to appoint any fit person or persons to be a Trustee or Trustees for the purposes aforesaid, in the place of the said Trustees, or any of them who shall die, or may desire to be discharged, or have become incapable of acting as aforesaid; and if the Trustees so to be appointed, or any of them, shall die, or be desirous of being discharged, or become incapable of acting as aforesaid, the Court may, upon like application as before mentioned, appoint a fit and proper person or persons to be a Trustee or Trustees for the purposes aforesaid in their place; and the said Court shall make such order or orders as to them shall seem expedient or necessary in regard to the vesting in such new Trustees of the said sum of twenty-seven thousand pounds, or the securities in which the same may for the time be invested.

Majority of Trustees to be a quorum.

12. The majority of the Trustees named herein, or who may be appointed as aforesaid, while more than two survive or continue to act, shall be a legal quorum for carrying into execution all the purposes of this Act, and in the event of there being only one of such Trustees at any time surviving and acting, such Trustee shall at all times have full power to act by himself alone in the execution of the said trust.

Court of Session may discharge Trustees.

13. After having carried into effect the purposes of this Act, it shall be lawful for the Trustees to apply to the said Court of Session, by petition, for, and the said court after such investigation as to them shall seem expedient may order and grant, a discharge and exoneration to the Trustees in respect of their actings and intromissions as such Trustees.

Trust to be subject to operation of certain Public Acts.

14. Nothing in this Act contained shall be held to exclude the trust by this Act created from the operation of the Acts twenty-fourth and twenty-fifth Victoria, chapter eighty-four, twenty-sixth and twenty-seventh Victoria, chapter one hundred and fifteen, and thirtieth and thirty-first Victoria, chapter ninety-seven, relating to trust estates in Scotland, unless in so far as the said Acts may be inconsistent with the provisions of this Act.

Procedure in applications to Court of Session.

15. All applications to the said Court of Session under the provisions of this Act shall, in the first instance, be brought before the Junior Lord Ordinary officiating in the Outer House, and may be dealt with and disposed of by him in the same manner and with the same powers as applications to the said Court may be dealt with and disposed of under the provisions of the Act twentieth and twenty-first Victoria, chapter forty-six, intituled "An Act to "regulate the distribution of the business in the Court of Session in "Scotland," and the said Court in either of its divisions shall have the same jurisdiction and powers in regard to all applications under this Act as it has in regard to applications regulated by the Act last mentioned.

Irritancy or forfeiture not to be incurred by reason of this Act or any act done under the same.

16. Neither the applying for and obtaining this Act, nor any act done under or in pursuance of the powers hereof, shall be held to infer any irritancy or forfeiture of any right belonging to the said Sir Arthur George Ramsay Mackenzie, or any other person or persons entitled, or who may become entitled, under the said deed of entail first herein-before mentioned, or create or infer any claim of warrandice, recourse, or otherwise, either against the said Sir Arthur George Ramsay Mackenzie or his said tutors, or against any succeeding heir of entail joining in or consenting thereto, or against the Trustees.

Saving clause.

17. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all and every other person or persons, bodies politic or corporate, and their respective heirs, successors, executors, and administrators (other than the said Sir Arthur George Ramsay Mackenzie, or other the heirs of entail who may be or might, but for the passing of this Act and the sale of the said lands of Glenuiack under the provisions herein-before contained, have become entitled to the said lands of Glenuiack, or the rents

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and profits thereof, under or by virtue of the deed of entail first herein-before mentioned, and other than the said Dame Agnes Smyth, or Mackenzie, Dame Louisa Alexandrina Jones, or Mackenzie, Mary Louisa Mackenzie, or Archer, Alexander Archer, Katherine Elizabeth Mackenzie, Louisa Stewart Mackenzie, and Frances Philadelphia Mackenzie, the Scottish Widows Fund and Life Assurance Society, and the Edinburgh Life Assurance Company, in respect of the several rentcharges, liferent provisions for widows, and provisions to children, and other rentcharges and provisions herein-before mentioned or referred to), all such estate, right, title, interest, claim, or demand whatsoever in, to, or out of the said lands of Glenuiack, or any part thereof, or the money to arise by the sale thereof hereby authorised, as they or any of them had before the passing of this Act, or could or might have had in case this Act had not been passed and the said authorised sale completed.

Costs, &c. of this Act, how to be defrayed.

18. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Trustees out of the sum of five hundred pounds to be paid to them as aforesaid by the said Sir Ivor Bertie Guest, and if the same shall exceed that sum such excess shall be paid by the said Sir Ivor Bertie Guest.

Costs of carrying this Act into execution, how to be defrayed.

19. All costs, charges, and expenses of and incident to the carrying of this Act into execution, or otherwise in relation thereto (excepting as before specially provided), shall be paid by the Trustees out of the interest or annual income of the said sum of twenty-seven thousand pounds, whether deposited in bank or invested in securities other than lands as aforesaid, or if invested on lands, out of the rents and profits of such lands.

Act as printed by Queen's printers to be evidence.

20. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised 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.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

Rental of the Lands of Glenuiack by this Act authorised to be sold.

The whole of the said lands of Glenuiack are at present let to Sir Ivor Bertie Guest, Baronet, under the lease recited in the preamble of this Act. The annual rent payable under the said lease is as follows:

	£	s.	d.
(1) For the right of sporting - - - -	350	0	0
(2) For the grazings - - - -	350	0	0
Total annual rent - - -	£700	0	0

(Signed) John Turnbull, W.S.,
58, Frederick Street,
Edinburgh,
13th March 1875.

SCHEDULE B.

List of Burdens affecting the Rents or Fee of the Lands, and others, granted and disponed by the Deed of Entail recited in the Preamble of this Act.

1. Annuities to widows of former proprietors—			
Dame Agnes Mackenzie, widow of the late Sir William Mackenzie, of Coul, Baronet, under contract of marriage between the spouses dated 14th August 1858, and bond of provision by Sir William Mackenzie dated 14th January 1867, annuity of - - -	£1,000	0	0
Dame Louisa Alexandrina Mackenzie, widow of Sir Robert Ramsay Mackenzie, of Coul, Baronet, under bond of provision by him dated 26th August 1869, an annuity of - - - - -	1,066	8	6
	£2,066	8	6

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2. Provisions to the under-mentioned children of the late Sir Robert Ramsay Mackenzie, of Coul, Baronet, all due under bond of provision by him dated 26th August 1869—

Mary Louisa Archer, wife of Alexander Archer, of the Bank of New South Wales, or to John Turnbull, W.S., assignee of Mr. and Mrs. Archer -	£1,881	18	5
Katherine Elizabeth Mackenzie - - -	1,881	18	5
Louisa Stewart Mackenzie - - - -	1,881	18	5
Frances Philadelphia Mackenzie - - - -	1,881	18	5
	£7,527	13	8

3. Rentcharges—

(1) To Edinburgh Life Assurance Company—

25 Decr. 1869	Each to run for 25 years from date.	£55	12	10	£303 9 6
25 Sep. 1870		122	16	2	
25 Decr. 1870		50	19	0	
25 Mar. 1871		42	4	8	
25 Dec. 1871		31	16	10	

(2) To Scottish Widows Fund and Life Assurance Society—

24 June 1868 (to run 25 years from date) -	135	1	6
	£438	11	0

These rentcharges are all due under absolute order by the Inclosure Commissioners of England and Wales, and they are now vested in the Insurance Companies by assignments.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1875.