ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. 21.

An Act to extend the Time during which the Trustees of the late Sir *Gilbert Stirling* of *Mansfield*, Baronet, were authorized to purchase Lands to be entailed in the Terms declared by certain Trust Deeds executed by him; to enable the Trustees to purchase within any Part of *Scotland*; to regulate the Powers of borrowing conferred by the said Deeds; and for other Purposes relating thereto. [31st *July* 1854.]

Trust Disposition and Deed of Settlement and Entail by Sir Gilbert Stirling, dated 23d May, 1818.

WHEREAS Sir *Gilbert Stirling* of *Mansfield*, Baronet, by his Trust Disposition and Deed of Settlement and Entail, dated the Twenty-third Day of *May* One thousand eight hundred and eighteen, and recorded in the Books of Council and Session the Third Day of *March* One thousand eight hundred and forty-three, for the Causes therein set forth, gave, granted, and disponed to Sir *Thomas Livingstone* of *Westquarter*, Baronet, Sir *John Marjoribanks* of *Lees*, Baronet, *Daniel Macqueen* of *Netherwood Bank*, *James Mansfield* of *Midmar*, *Charles Stirling* Merchant in *Glasgow*, Brother of *James Stirling* of *Keir*, *George Paterson* younger of *Castle Huntly*, *George Ramsay* of *Inchry*, Esquires, and

John Russell, Clerk to the Signet, and to any other Person or Persons whom he might thereafter appoint by a Writing under his Hand, or who should be assumed, in virtue of the Powers therein written, as Trustees for executing the Trust thereby created, and to the Survivors or Survivor of the said Trustees named or to be named by him, or who should be assumed as aforesaid, and who should accept thereof, any Three of them being a Quorum, and any One of them having sufficient Power to act in case only One of them should accept and survive, but in trust for the Uses, Ends, and Purposes, with the Powers and under the Conditions, Provisions, Declarations, and Reservations therein written, all and sundry Lands, Houses, Tenements, Tacks, Annual Rents, Adjudications, and other Heritages or Heritable Estate whatsoever, then belonging or which should belong to him at his Death, and particularly without Prejudice of the said Generality, all and whole those Parts and Portions of the Town and Lands of *Broughton*, the Lands of *Hill Housefield*, and Lands of *Bonnytown*, as therein particularly described, all lying in the Parish of *Saint Cuthbert*'s, Barony of *Broughton* and Sheriffdom of *Edinburgh*, and also all and whole the Superiority or *Dominium directum* of all and whole those Parts and Portions of the Town and Lands of *Falkirk*, Parts of all and whole the Lands and Estate of *Callander*, lying within the Earldom of *Callander* and Sheriffdom of *Stirling*, therein more particularly described, as also these Parts of the Barony of *Bocquhan* called the *Spittaltown* of *Bocquhan* lying within the Parish of *Gargunnock* and Sheriffdom of *Stirling*, and also the Lands of *Kepdowrie* and Pertinents lying within the Barony of *Gleneagles*, Parish of *Drymen*, and Sheriffdom of *Stirling*, as also the whole Heritable and Moveable, Real and Personal Estate then belonging to him, or which should belong to him at the Time of his Death, as more particularly described in the said Trust Disposition and Deed of Settlement, but in trust to the Ends, Uses, and Purposes therein specified; viz., to the end that all Debts, Sums of Money, Rents, and other Moveable Funds and Effects disponed by him as aforesaid, might be realized, and that the Superiorities disponed by him to his Trustees as aforesaid, and any Lands or Heritages belonging to him at his Death, might be sold by his said Trustees, and that the Produce, Prices, and Amount of the same might be applied, in the first place, in Payment of his Deathbed and Funeral Expenses, and the Expenses of managing and executing the Trusts thereby created, secondly for Payment of all his just and lawful Debts, thirdly for Payment within the Period mentioned of all Obligations, Annuities, Legacies, Donations, or other Bequests whatsoever granted or to be granted by him, fourthly for the Accumulation by his said Trustees of the whole of his Moveable Estate and Effects, and the Prices of such Part of his said Heritable Estates as

as his Trustees should deem it advisable to sell, and also the annual Income arising from the Rents, Dividends, Interest of Money, and other annual Profits, after Payment of his Debts, Legacies, and Annuities, into a Stock or Fund to be applied by them from Time to Time as Opportunities should occur in purchasing such Lands and Estates as they might think eligible, either in the Vicinity of the Lands then belonging to him, or which should belong to him at the Time of his Death, or in any other Part of *Scotland*, according to such Directions as he might leave, and, failing such Directions, according to the Discretion and Judgment of the said Trustees themselves; and he bound them to invest the whole of his said Moveable Estate and Effects, and the Price or Prices of such Part of his said Heritable Estate, when sold, in the Purchase of such Lands and Estates within Five Years after his Death, or if this could not be advantageously accomplished, then within the farther Period of Five Years, or within Ten Years in whole from the Date of his Death, but under certain Conditions and Provisions which were partially revoked and recalled by him as herein-after set forth; and he bound and obliged his Trustees, as soon as they had invested his Trust Funds in the Purchase of Lands as aforesaid, to convey his whole Lands and Heritages which had not been sold, and also the Lands and Heritages to be purchased, to the Series of Heirs of Entail therein set forth, but which Series of Heirs of Entail was revoked and altered by him as also herein-after set forth; and he directed such Conveyance to be made under the various Conditions, Provisions, Prohibitions, Restrictions, Limitations, Exceptions, Clauses irritant and resolutive, Powers, Faculties, and Declarations and Reservations contained in the said Deed under Recital, being such as are usual in constituting a strict Entail according to the Law and Practice of *Scotland*; and in case, at the End of the aforesaid Five Years or Ten Years after his Death, the Trustees should have failed in the Execution of the Trust, then he provided that his Moveable and Heritable Estate should not thereby fall to the Heir of Entail first named in the Order of Succession, but it should be lawful for such Heir, or any other of the Heirs named in the Order of Succession, to apply to the Court of Session to name One or more Trustees for the immediate carrying into Execution of the Purposes of the said Trust: And whereas the said Sir *Gilbert Stirling* by the said Trust Disposition and Deed of Settlement further authorized each of the said Trustees to appoint a Successor to himself, and also each such Successor or Nominee to name other Persons to succeed them respectively, and the said Trustees accepting and surviving to assume and appoint any Person or Persons as Joint Trustees in place of his Trustees named or assumed who might decline to act or have died without appointing a Successor, the Trustees appointed having the same Powers as if they had been therein

therein named; and he conferred upon the said Trustees the usual and necessary Powers for the Management and Administration of the Trust Estate, heritable and moveable, and limited their Liability to their own actual Intromissions only, and he reserved to himself full Power and Liberty not only to revoke and alter the said Deed under Recital in whole or in part, but to sell, burden, or otherwise dispose of the whole Heritable and Moveable Estate, or any Part thereof, as freely as he could have done before granting the said Deed: And whereas by a Codicil to his said Trust Disposition and Deed of Settlement, dated the Seventeenth Day of *September* One thousand eight hundred and nineteen, the said Sir *Gilbert Stirling* appointed *John Mansfield* Esquire, younger, of *Midmar*, to be One of the Trustees for the Purposes of the said Deed; and by another Codicil, dated the said Seventeenth Day of *September* One thousand eight hundred and nineteen, he directed that there should be paid to each of his Trustees who should accept the Sum of Two hundred Pounds; and by another Codicil, dated the Thirtieth Day of *May* One thousand eight hundred and forty, he revoked the said last-recited Codicil, and instead thereof he directed and appointed that his Trustees should hold Two regular Meetings in the Year, and that each of them who should be present at such Meetings should receive Ten Pounds for his Expenses and Trouble: And whereas the said Sir *Gilbert Stirling*, by a Supplementary Trust Deed and Settlement, dated the Thirteenth Day of *December* One thousand eight hundred and thirty-three, and recorded in the Books of Council and Session the Third Day of *March* One thousand eight hundred and forty-three, upon a Narrative of his having disponed to the Trustees appointed by his said recited Trust Disposition and Settlement all his Heritable and Moveable Estate, and also of his having by the said recited Codicil of Seventeenth *September* One thousand eight hundred and nineteen appointed the said *John Mansfield* to be a Trustee, and upon a farther Narrative that several of the Trustees named by him had died, and that he had acquired the Lands and Estate of *Larbert* and others, and that he had resolved to make certain Alterations upon the Purposes of the said Trust, and that in consequence of the Death of Dame *Janet Livingstone*, his Sister, and of *James Alexander Robertson*, One of the Heirs of Entail therein mentioned, and for other Causes, he had resolved to make a new Destination and Series of Heirs of Entail, therefore he appointed certain Persons therein named to be Trustees, with Power to them to assume others, any Five of such Trustees being a Quorum, for executing the Purposes of his said recited Trust Disposition and Deed of Settlement in so far as not revoked or recalled, to whom he gave, granted, and disponed all his Heritable and Moveable Estate then belonging to him, or which should belong to him at the Time of his Death, and particularly without

Codicils, dated 17th Sept. 1819, and 30th May, 1840.

Supplementary Trust Deed and Settlement, dated 13th Dec. 1833.

without Prejudice to the said Generality, all and sundry the Lands, Teinds, and other Heritages after mentioned, *videlicet*, all and whole the just and equal Half of all and whole the Lands of *Larbert*, with Houses, Buildings, Yards, Tofts, Crofts, Meadows, Muirs, Marshes, Coal, Coal Heughs, Lime, Limestone, Parts, Pendicles, and Pertinents of the same belonging thereto *pro rata*, and as the same was sometime possessed by *William Mackie* and his Tenants, lying within the Barony of *Kinneil* and Sheriffdom of *Linlithgow* by Annexation, and now locally within the Sheriffdom of *Stirling*; as also all and whole the other just and equal Half of all and whole the Lands of *Larbert*, with Houses, Buildings, Yards, Orchyards, Tofts, Crofts, Mosses, Muirs, Grazings, Shealings, Coal, Coal Heughs, Lime and Limestone Quarries, Parts, Pendicles, and Pertinents of the same whatsoever, as the same was sometime possessed by the deceased *John Burn*, late Proprietor thereof, and *Jean Willison*, his Mother, and their Tenants and Cottars, lying by Annexation within the Barony of *Kinneil* and Sheriffdom of *Linlithgow*, and now within the Dukedom and late Regality of *Hamilton*, but locally within the Parish of *Larbert* and Sheriffdom of *Stirling*, together with the Teind Sheaves and Parsonage Teinds of the said Two Halves of the said Lands of *Larbert*; as also all and sundry the Teind Sheaves and Parsonage Teinds of all and whole the Lands of *Broomage*, Parts, Pendicles, and Pertinents, with the Annuities of the same, and whole other Rights and Duties payable furth or for the said Teinds, all lying within the said Parish of *Larbert*, and locally within the said Sheriffdom of *Stirling*; and also all and whole that Piece of Ground, consisting of an Acre of Land or thereby, adjoining to the Town of *Larbert* on the South Side thereof, and bounded on all Sides by the Lands of *Larbert* before mentioned, and which last-mentioned Piece of Ground was acquired of the deceased *Alexander Chalmers* of *Larbert*, Father of *Robert Chalmers* afterwards of *Larbert*, from *James Boyd* of *Callander*, in Excambion for the Kiln and Yard herein-after specified, conform to Contract of Excambion between the said *James Boyd* and *Alexander Chalmers*, dated the Seventh Day of *April* One thousand seven hundred and fifty-three; as also all and whole that Part and Portion of the Lands of *Broomage*, originally held in feu by *John Baird*, Tenant in *Longshott*, and *Janet Macfarlan* his Wife, from *James Heugh* and *Alexander Brown*, Portioners there, with the Houses built thereon, bounded by the Turnpike Road leading from *Falkirk* to *Stirling* upon the East, the Lands of *Alexander Brown* elder, Portioner of *Broomage*, upon the South, the Lands of *Larbert*, formerly belonging to *Robert Chalmers*, and then belonging to him the said Sir *Gilbert Stirling*, on the West, and the Lands belonging to *James Hodge*, also a Portioner of *Broomage*, upon the North Parts; as also all and whole the narrow Stripe of Land of the said Lands of *Larbert*, formerly belonging

to the said *Robert Chalmers*, then to him the said Sir *Gilbert Stirling*, as before mentioned, lying on the East Side of the Enclosure called the *Whin Park*, from the Distance of Fifty-eight Feet South of the *Skaith Muir Mill* Watercourse on the North, to the Distance of Eighteen Feet of the North Gable of the Houses formerly belonging to the said *Robert Chalmers*, situated near the Corner of the said Park towards the South End thereof, consisting of Eighteen Falls and Eight Ells of Land, and lying, for the most part, contiguous to the Subjects immediately before described, all lying within the Parish of *Larbert* and Shire of *Stirling* aforesaid; as also all and whole that Park of Ground formerly called *Anderson's Hill*, now *Jean Sophia's Park*, lying within the Parish of *Larbert* and Shire of *Stirling*, extending to Seven Acres and Three Roods or thereby, bounded on the East by the Turnpike Road leading from *Falkirk* to *Stirling*, on the South and West by the Lands of *Larbert*, and which Parts and Portions of the said Lands of *Broomage*, and the Stripe of Land and *Anderson's Hill* herein-before described, were all acquired by Sir *James Riddell* Baronet from *John Baird* and *William Baird*, Portioners in *Broomage*, excepting from the said Lands of *Larbert* the Corn Mill of *Larbert*, Mill Lands thereof, and *Shillen Hill* and *Waulk Mill*, with their Pertinents, and the Corn Mill of *Carmuirs*, with the *Shillen Hill* of the same, built upon the said Lands of *Larbert*, with the Ways and Passages to and from the said Mills conform to Use and Wont, as also excepting that small Piece of Ground adjoining to the Churchyard of *Larbert* as marked off in order to be added to the Burying Ground of the said Churchyard, and another small Piece of Ground now included within the Walls of the said Churchyard of *Larbert*, and which was disponed by *William Fergusson* of *Raith*, Esquire, to *James Bruce* of *Kinnaird*, Esquire, and on which a Monument has since been erected by the said *James Bruce*, and, lastly, excepting that Kiln, with the Pendicle or Yard thereto belonging, and whole Parts, Pendicles, and Pertinents thereof, lying upon the West Side of the *Easter Mill* of *Larbert*, which were disponed by the said deceased *Alexander Chalmers* to the said deceased *James Boyd* and his Heirs and Assignees in Excambion for the Acre of Ground or thereby herein-before described, conform to the Contract of Excambion before mentioned; and also all and whole the following Parts and Portions of the Lands and Barony of *Dunipace*, *videlicet*, the Lands and Farm of *Househill* or *Houishill*, at present possessed by the Heirs of *James Bruce*, Tenants therein, together with the whole Houses, Buildings, Woods, Plantings, Mines, Metals, and Minerals, and whole Parts, Pendicles, and Pertinents thereof whatsoever, together with all and sundry the Teinds, Great and Small, Parsonage and Vicarage, of the said Lands, all lying within the Parish of *Dunipace* and Sheriffdom of *Stirling*, which Lands and others are bounded as follows, *videlicet*, on the East by the Lands of *Larbert*,

Larbert, on the South partly by the Turnpike Road leading from *Larbert* to *Glasgow*, and partly by the Lands of *Dunipace*, on the West by the Lands of *Dunipace*, and on the North by the Lands of *Torwood*, belonging to Major *Thomas Dundas* of *Carronhall*, and extending in whole to One hundred and seventy-eight Acres Two Roods or thereby, as the same are more specially delineated and described in a Plan of the whole Estate of *Dunipace*, and also in a Plan of the said Lands and Farm of *Househill* which is copied from the said Plan of the Estate of *Dunipace*, and in which Plans the whole Fields of which the said Farm of *Househill* consists, being Eleven in Number, are marked Numbers 4, 7, 8, 17, 18, 20, 21, 22, 23, 24, and 25, together with the whole Stripes of Planting and Plantations thereon, but excepting always from this Disposition the Field marked 23 on the said Plans, consisting of Nine Acres Three Roods *Scots* Measure, the Dyke round the East and North Side being the March, and also a Piece of Ground, consisting of one Acre and a Quarter *Scots* Measure, lying along the South Side of the Field marked 24 on the said Plans, which Field and Piece of Ground were to be retained by *Thomas Spottiswoode* of *Dunipace*, Esquire, and his Heirs and Successors, and the foresaid Acre and a Quarter on the South Side of Number 24 is to be fenced by him along the North Side of it by a Stone Wall, or sunk Fence faced with Stone and Hedge thereon, extending from the Fence along the West Side of Number 24 to the Fence along the East Side of the said Field Number 24 in a Line parallel to the Fence along the present Approach to *Dunipace House* from the Eastward, but with and under this Declaration that the said *Thomas Spottiswoode* and his foresaids should have no Right of Way or Access by any Roads through the said Farm then existing or which thereafter might be made thereon, except the Statute Labour Road, and which Right the said *Thomas Spottiswoode*, by the Disposition in the said Sir *Gilbert Stirling*'s Favour of the said Lands, renounced for himself and his foresaids in all Time thereafter, together with all Right, Title, and Interest, Claim of Right, Property, and Possession, which he or his Predecessors or Authors had, or any ways could or might have had, claim, or pretend to the said Lands, Teinds, and other Heritages therein generally and particularly disponed, or any Part thereof, in any manner of way, but in trust always for the Uses, Ends, and Purposes, and with the Powers, and under the Conditions, Provisions, Declarations, and Reservations, contained in the said recited Trust Disposition and Deed of Settlement, in so far as the same are not altered, varied, or revoked by the Supplementary Trust Deed under Recital, and under such other Conditions and Provisions as are contained in the said Supplementary Trust Deed, with such further Alterations or Additions as the Truster might at any Time thereafter make thereon; and it is thereby provided and declared, that it was his Intention and Wish that the

the Trust created by the said recited Trust Disposition and Deed of Settlement, and by the said Supplementary Trust Deed under Recital, should subsist and continue, in the event of his dying without Heirs of his Body, until the Expiration of Twenty Years after his Death, and thereafter till the Heir of Entail first called to the Succession for the Time (other than an Heir of his Body) should attain the Years of Majority, if such Heir should not have attained that Age at the Expiry of the said Twenty Years after his Death, and that his Trustees should not convey any Part of the Lands and Estates then belonging to him, or which should belong to him at his Death, or which should thereafter be purchased by his Trustees, to his Heirs of Entail therein-after mentioned, other than the Heirs of his Body, until the last of these Periods should arrive; and he revoked the Directions contained in the said recited Trust Disposition and Deed of Settlement relating to the Accumulation of the Trust Funds, and the Application thereof to the Purchase of Lands, and in place thereof he directed that the whole of the Principal Sums and Debts, heritable and moveable, and all other his Moveable Estate and Effects, then due and belonging, or which should become due and belong to him at the Time of his Death, and also the Prices of such Part of his said Heritable Estate, as his Trustees should deem it advisable to sell, (except the Lands and Estate of *Larbert* and *Househill* before described,) together with the Rents of the said Lands and others then belonging to him, or to be purchased by his Trustees, should be accumulated by them into a Stock or Fund which should be applied by them from Time to Time as Opportunities should occur in purchasing such Lands and Estates as they might think eligible in the Vicinity of his said Lands and Estate of *Larbert*, or in the County of *Stirling*, or any of the Counties adjoining thereto, according to such Directions as he might thereafter leave, and failing such Directions according to the Discretion and Judgment of his Trustees; and his Trustees were thereby bound and obliged to invest the whole of the said Trust Funds in such Purchases within Five Years at the utmost after his Death, and which Lands so to be purchased by his Trustees, together with the Lands and Estate of *Larbert* and others, and such Part of his Heritable Estate as should not have been sold by them, should be vested in them as Trustees aforesaid, for the said Period of Twenty Years after his Death, and thereafter until the Heir of Entail, other than an Heir of his Body first called to the Succession for the Time, should have attained Majority, if such Heir should not have attained that Age previous to the Expiry of the said Twenty Years, but under these Conditions and Provisions, first, in case his Trustees should not, within the said Period of Five Years after his Death, have had it in their Power to make a suitable Purchase or Purchases of Land, they should have a further Period of

of Five Years from the expiring of the first Five Years, or of Ten Years in whole from the Period of his Death, on or before the Expiry of which Ten Years they should be bound to invest the whole of the said Trust Funds in the Purchase of such Lands and Estates lying as aforesaid, and as before directed, as they should think expedient; secondly, in case it should happen that an eligible Purchase should occur, for which the Funds and Effects left by him, or accumulated in the Hands of his Trustees for the Time, should not be sufficient, then he declared that his Trustees should have Power and Liberty to make such Purchase, provided that the Excess of the Price over the said Funds and Effects should not exceed the Sum of Twenty thousand Pounds, and that it should be free and lawful for his Trustees, before they should convey the Lands and Estates left by him, or to be purchased by them, to the Heirs of Entail therein-after named, to retain out of the Rents or annual Income of the said Trust Funds and Estate such a Sum as would fully pay and discharge the said Excess of the Price of the said Lands and Estate so to be purchased as aforesaid, but in case such Excess was not wholly paid off before the said Lands and Estate were conveyed to the first Heir of Entail in manner therein-after mentioned, then the Sum to be retained by his Trustees should not exceed One Half of the free annual Income of the said Trust Funds and Estate in any One Year, and until such Excess of the Price should be paid off it should be lawful for his Trustees to make the same a Real Burden on the Lands so to be purchased by them; thirdly, in case it should happen that an eligible Purchase or Purchases should occur to his Trustees within the said Periods of Five or Ten Years after his Death, the Price or Prices of which should nearly exhaust the whole of his said Estate and Effects, but after making such Purchase or Purchases there should remain a Balance of Funds in their Hands, then he directed and appointed his Trustees to retain the said Balance in their Hands and to accumulate the same along with the free Rents to be uplifted and received from the whole Lands and Estates that should then be vested in his Trustees during the succeeding Period of Ten Years after his Death, or until the Majority of the Heir of Entail first called to the Succession for the Time, into a further accumulated Sum, which should be applied by his Trustees either in Liquidation of any Excess of Price of the Lands to be purchased by them over and above the Trust Funds to the Extent of Twenty thousand Pounds as aforesaid, or in the Purchase of other Lands, or in such other Way and Manner as he should direct; and if upon the Succession of any Heir of his Body, or upon the Expiry of the said Trust at the End of Twenty Years from his Death, or upon the Heir of Entail first called to the Succession for the Time, other than an Heir of his Body, attaining Majority, if such Heir should not have attained that Age at the Expiry of the said

Twenty Years, there should still remain a Balance in the Hands of his Trustees exceeding the Sum of Five thousand Pounds, such Balance, with the whole Interest to accrue thereon, should be laid out in the Purchase of other Lands to be entailed as therein-after mentioned, or in such other Manner as he should direct, but in case such Balance should not exceed Five thousand Pounds then the same should be paid to the Heir of Entail first called to the Succession for the Time, and in whose Favour the said Lands were to be conveyed, and which Payment was to be made *simul et semel* with the Conveyance to be granted in favour of such Heir of Entail; fourthly, the said Sir *Gilbert Stirling* further directed his Trustees to make Payment to Mrs. *Sarah Mary Emily Robertson*, Wife of Major *Francis Chalmer* late of the Seventh Dragoon Guards, and only Daughter of the late Captain *James Robertson* of the *East India* Company's Service, who was Son of the late *Charles Robertson* Esquire, Merchant in *Edinburgh*, by *Margaret* Sister of the said Sir *Gilbert Stirling*'s late Father Sir *James Stirling* Baronet, during all the Days of her Life after his Death, of a free Life-rent Annuity of One thousand two hundred Pounds, and that at the Terms and under the Penalty and with Interest as therein mentioned; and he also directed his Trustees, after the Death of the said *Sarah Mary Emily Robertson* or *Chalmer*, if she should predecease her said Husband, leaving One or more Children of her then Marriage, to make Payment to the said Major *Francis Chalmer* of the like Annuity of One thousand two hundred Pounds during all the Days of his Life from and after the Death of his said Wife, and so long as any Child or Children of his then Marriage should be alive, but limited, in case of there being no Child or Children of the said Marriage, and payable with Interest and Penalty, as therein mentioned; fifthly, he further directed and authorized his Trustees, according to their Discretion, to fix a proper Allowance for the Board, Clothing, Maintenance, and Education, and for the Outfit of the First Heir of Entail called to the Succession for the Time, and also, in case of the Heir of Entail first called to the Succession being a Child of the said Mrs. *Sarah Mary Emily Robertson* or *Chalmer*, he directed his Trustees, during the Minority of such Heir, to give to the said Major *Francis Chalmer* and the said Mrs. *Sarah Mary Emily Robertson* or *Chalmer* or the Survivor of them, the Use and Possession of the Mansion House of *Larbert*, and Offices and Garden, and any Number of Acres not exceeding Twenty, that the Trustees might see fit, with the whole Household Furniture, Plate, Linen, and other Articles in the said House, free of Rent; and lastly, in case at the Time of the Death of the said Sir *Gilbert Stirling* there should be in Existence any Heir of his Body, who, in Terms of the Destination therein and herein-after written, was first called to the Succession, he declared that it should be in the Power of his Trustees to denude,

dispone,

dispone, and convey as therein-after mentioned, in favour of such Heir of his Body at any Period when they should see fit to do so, but they should not be bound so to denude, dispone, and convey until such Heir should attain Majority, when it should be imperative on them to denude, dispone, and convey as after mentioned, that is to say, his Trustees should be bound and obliged to dispone, convey, and make over, not only the said Lands and Estate of *Larbert* and Lands of *Househill*, and the whole other Lands then belonging to him, or that should be purchased by him or his Trustees, in lieu of or in addition to the aforesaid Lands and others, (in case the same or any Part thereof should be sold by him or his Trustees, which they are thereby and by the said Trust Disposition and Settlement empowered to do, with the Exception of the said Estate of *Larbert* and Lands of *Househill*,) but also all other Estates to be purchased by them as aforesaid, to and in favour of the Heirs Male to be procreated of his Body, and the Heirs Male of their Bodies; whom failing, to the Daughters or Heirs Female to be procreated of his Body, and the Heirs Male of their Bodies; whom failing, to the Heirs whomsoever of the Heirs Male of his Body; whom failing, to the Heirs whomsoever of the Heirs Female of his Body; whom failing, to the eldest Son to be procreated of the Body of the said Mrs. *Sarah Mary Emily Robertson* (now *Chalmer*) in her then or any future Marriage, and the Heirs Male of the Body of the said eldest Son; whom failing, to the other Sons to be procreated of the Body of the said Mrs. *Sarah Mary Emily Chalmer* in her then or any future Marriage, successively in their Order according to their Priority in Birth, and the Heirs Male of the Bodies of the said Sons successively; whom failing, to the eldest Daughter to be procreated of the Body of the said Mrs. *Sarah Mary Emily Chalmer* in her then or any future Marriage, and the Heirs Male of her Body; whom failing, to the other Daughters to be procreated of the Body of the said Mrs. *Sarah Mary Emily Chalmer* in her then or any future Marriages, successively, in their Order according to their Priority in Birth, and the Heirs Male of the Bodies of the said Daughters successively; whom failing, to the Heirs whomsoever of the Bodies of the Sons of the said Mrs. *Sarah Mary Emily Chalmer*, successively in their Order as aforesaid; whom failing, to the Heirs whomsoever of the Bodies of the Daughters of the said Mrs. *Sarah Mary Emily Chalmer*, successively in their Order as aforesaid; whom failing, to the eldest Son procreated of the Body of *John Mansfield* of *Midmar*, Esquire, and the Heirs Male of the Body of the said eldest Son; whom failing, to the other Sons procreated or to be procreated of the Body of the said *John Mansfield*, successively in their Order according to their Priority in Birth, and the Heirs Male of the Bodies of the said Sons successively; whom failing, to

the eldest Daughter procreated of the Body of the said *John Mansfield*, and the Heirs Male of the Body of the said eldest Daughter; whom failing, to the other Daughters procreated or to be procreated of the Body of the said *John Mansfield*, successively in their Order according to their Priority in Birth, and the Heirs Male of the Bodies of the said Daughters successively; whom failing, to the Heirs whomsoever of the Bodies of the Sons of the said *John Mansfield*, successively in their Order; whom failing, to the Heirs whomsoever of the Bodies of the Daughters of the said *John Mansfield*, successively in their Order; whom failing, to the Heirs Male of the Body of the deceased *James Mansfield* of *Midmar*, Esquire; whom failing, to the Heirs Male of the Body of the said deceased Sir *John Marjoribanks*; whom failing, to the Heirs Female of the Body of the said *James Mansfield*, and the Heirs Male of the Bodies of the said Heirs Female; whom failing, to the Heirs Male of the Body of Mrs. *Sibella Mansfield* or *Rice*, Wife of *Samuel Rice*, Lieutenant Colonel of the Fifty-first Regiment of Foot; whom failing, to the Heirs Female of the Body of the said Mrs. *Sibella Mansfield* or *Rice*; whom failing, to the Heirs Male of the Body of the deceased Mrs. *Susan Ramsay*, Wife of *Alexander Maitland Gibson*, younger, of *Clifton Hall*, Esquire; whom failing, to the Heirs Female of the Body of the said Mrs. *Susan Ramsay*; whom failing, to the Sons procreated or to be procreated of the Body of Mrs. *Keith Alicia Ramsay*, Wife of *Archibald Dunbar*, younger, of *Northfield*, Esquire, successively in their Order according to Priority of Birth, and the Heirs Male of the Bodies of the said Sons successively; whom failing, to the Daughters procreated or to be procreated of the Body of the said Mrs. *Keith Alicia Ramsay*, successively in their Order according to Priority of Birth, and the Heirs Male of the Bodies of the said Daughters successively; whom failing, to the Heirs Male of the Body of the deceased Dame *Georgina Ramsay* or *White*, late Wife of Sir *Thomas Woolaston White* Baronet, of *Wellings* in the County of *Wilts*; whom failing, to the Heirs Female of the Body of the said Dame *Georgina Ramsay* or *White*; whom failing, to the Heirs Female of the Body of the said Sir *John Marjoribanks*, and the Heirs Male of the Bodies of the said Heirs Female; whom failing, to any other Person or Persons to be named and appointed by him the said Sir *Gilbert Stirling*, in virtue of the Reservation contained in the said Trust Disposition and Deed of Settlement, by any Deed or Writing under his Hand to be executed by him at any Time of his Life, and even upon Death-bed, and which Deed or Writing should be held as Part of the said Supplementary Trust Deed, and also of the said Trust Disposition and Deed of Settlement, and by which reserved Power he should be at liberty to make any Alteration on the aforesaid Course and Order of Succession that he should think fit, and to prefer

prefer any one Heir to any other; whom all failing, to his own nearest Heirs and Assignees whomsoever, the eldest Heir Female and the Descendants of her Body always excluding Heirs Portioners, and succeeding still without Division throughout the whole aforesaid Course of Succession; and in case the said Sir *Gilbert Stirling* should die without leaving Heirs of his Body, then immediately upon the Expiry of Twenty Years from and after his Death, or upon the First Heir of Entail called to the Succession for the Time, if a Child of the said Mrs. *Sarah Mary Emily Robertson* or *Chalmer*, thereafter attaining Majority (if such Heir should not have attained Majority prior to the Expiry of the said Twenty Years), or in case of the said Mrs. *Sarah Mary Emily Robertson* or *Chalmer* having no Children of her Body, and surviving the said Period of Twenty Years, then immediately upon her Death, or upon the First Heir of Entail called to the Succession for the Time (not being a Child of her Body) attaining Majority, if such Event should not happen till after the Expiry of the said Twenty Years; and after the Death of the said Mrs. *Sarah Mary Emily Robertson* or *Chalmer*, he declared that his Trustees should be bound and obliged to dispone, convey, and make over the whole Lands and others above-mentioned to the Heir first entitled to succeed for the Time, according to the Destination before recited; whom failing, to the various Substitutes before described; but in either Case, whether there should be Heirs of his Body or not, the Disposition and Conveyance to be so granted by his Trustees should be granted always with and under the whole Conditions, Provisions, Restrictions, Limitations, Exceptions, Clauses prohibitory, irritant, and resolutive, Powers, Faculties, Declarations, and Reservations, specified in the said herein-before recited Trust Disposition and Deed of Settlement, and which were in the said Supplementary Trust Deed under Recital held as repeated *brevitatis causâ*; and the said Sir *Gilbert Stirling* by his said Supplementary Trust Deed nominated and appointed the Trustees therein named and any other Person or Persons whom he should thereafter appoint by a Writing under his Hand, to be Tutors and Curators not only to the Child or Children to be procreated of his Body during their respective Pupillarities and Minorities, but also to the Heir of Entail who should be first called to the Succession; successively in order, according to the foresaid Destination during the Minority of such Heir, with full Power to the said Tutors and Curators to manage and administer the Estate and Effects of his said Children or of the said Heir of Entail respectively in such Manner as Tutors and Curators are by Law entitled to do; and having thereby given full Powers to his Trustees to fix a proper Allowance for the Board, Clothing, Maintenance, and Education of the said Heir of Entail, but revoked his said Trust Disposition and Settlement in so far as related to the Limitation of said Allowance, and also in so far as the

Trustees were directed to accumulate the Rest of the Rents for the Use and Behoof of the minor Heir for the Time, and to pay them to him or her on Majority, and he thereby also revoked the said Trust Disposition and Settlement in so far as it directed that if, at the End of the foresaid Five or Ten Years, the Trustees should have failed in the Execution of the Trust, the said Moveable and Heritable Estate should not fall to the first-named Heir, but it should be lawful for him or any of the other Heirs of Entail to apply to the Court of Session for the Nomination of One or more Trustees for the immediate carrying into Execution of the Purposes of the Trust; and he thereby declared that the said Heritable and Moveable Estate should not fall to the Heir of Entail first named in the Order of Succession by and through the Failure of the Trustees, but that it should not be competent to such Heir of Entail to apply to the Court of Session as aforesaid until the Expiry of Twenty Years after his the said Sir *Gilbert Stirling*'s Death and the Majority of the said Heir of Entail; and he further declared, that the said Supplementary Trust Deed under Recital was granted without Prejudice to the said recited Trust Disposition and Deed of Settlement, in so far as the same was not thereby varied, altered, or revoked, and also without Prejudice to his Will in the *English* Form herein-after recited, and that the said Three Deeds were and should be held to be the Settlements under which his whole Estate and Effects, heritable and moveable, were to be vested in the said Trustees for the Purposes of the said Trust; and the said Sir *Gilbert Stirling* further bound and obliged himself to infeft his Trustees in the Lands and Heritage therein described, and to grant all Deeds and Conveyances necessary for vesting the said Lands and Heritages in them, and he appointed his Trustees to be the Executors and Administrators of his Moveable or Personal Estate, and he reserved to himself full Power to alter and revoke the said Supplementary Trust Deed under Recital, and do every thing concerning the same as freely as he could have done before granting thereof: And whereas the said Sir *Gilbert Stirling* made and executed his last Will and Testament in the *English* Form on the Thirteenth Day of *December* One thousand eight hundred and thirty-three, which was registered in the Books of Council and Session as a probative Writ on the Third Day of *March* One thousand eight hundred and forty-three, and was duly proved in the Prerogative Court of the Archbishop of *Canterbury* on the Second Day of *July* One thousand eight hundred and forty-four, by which Will the Testator, upon a Narrative of the said Trust Disposition and Deed of Settlement first herein recited, and Codicil thereto, and of the Supplementary Trust Deed second herein recited, and of his Conveyance to the Trustees in the said Deeds named of his whole Real and Heritable Estates and Personal Debts in *Scotland*, and particularly of the Declaration contained in the said Supplementary Trust Deed that the same

Will of Sir Gilbert Stirling, dated 13th December, 1833.

and

and his Will under Recital were granted in Supplement of the said first-recited Trust Disposition and Deed of Settlement, and that the said Three Deeds were and should be held to be the Settlements under which his whole Estate and Effects, heritable and moveable, real and personal, were to be vested in his Trustees, gave, devised, and bequeathed, in Supplement of the said recited Trust Deeds, all and sundry Monies, Stocks, Funds, Bank Stock, and Government Securities, *American* Bank Stock, and all other his Personal Estate and Effects, of whatever Nature and Kind soever, to his Trustees therein named, and to any other Person or Persons whom he should thereafter name and appoint by any Writing under his Hand, or who should be assumed under the Powers contained in the said first-recited Trust Disposition and Deed of Settlement, and to the Executors, Administrators, or Assigns of the said Trustees named in the said Will, or to be named and assumed as aforesaid, upon trust that they should apply and employ the whole of his said Funds and Personal Estate to and for the Uses, Ends, and Purposes specified in the said recited Trust Disposition and Deed of Settlement and Supplementary Trust Deed, with and under all the Conditions, Provisions, Powers, and Privileges contained in the said Trust Disposition and Settlement, in so far as the same are not varied, altered, or revoked by the said Supplementary Trust Deed, and such further Conditions and Provisions, Powers and Privileges, as are contained in the said Supplementary Trust Deed; and he thereby appointed his Trustees to be the Executors of his said last Will and Testament: And whereas by a Codicil Holograph of the said Sir *Gilbert Stirling*, dated the Thirtieth Day of *May* One thousand eight hundred and forty, he revoked and recalled the Nominations of Trustees made by him, and written on Page First of his Trust Disposition and Deed of Settlement, and on Pages Second and Third of his Supplementary Trust Deed, and also on Page First of his last Will and Testament, and in lieu thereof he thereby nominated and appointed *John Mansfield* Esquire, of *Midmar*, *Thomas Mansfield* Esquire, Accountant in *Edinburgh*, *David Robertson* Esquire, of *Ladykirk*, the Honourable Lieutenant Colonel *George Ralph Abercromby*, Sir *Michael Bruce* of *Stenhouse*, Baronet, and *Thomas Dundas* Esquire, of *Carronhall*, or the Survivors of them, any Three a Quorum, to be his Trustees for the Execution of the aforesaid Trust; and he declared that the said Trustees should have the same Powers, Privileges, and Authorities as if they had been named in the aforesaid Deeds of Trust Disposition and Settlement, and last Will and Testament: And whereas by another Codicil Holograph of the said Sir *Gilbert Stirling*, dated the said Thirtieth Day of *May* One thousand eight hundred and forty, he recalled the Provision contained in his said Supplementary Trust Deed for Payment of an Annuity to the therein

Codicil, dated 30th May 1840.

Another Codicil, same date.

therein named Mrs. *Sarah Mary Emily Robertson*, Wife of the said Major *Francis Chalmer*, and to the said Major *Francis Chalmer* her Husband, and in lieu thereof he directed his Trustees to make Payment to her and to the said Major *Francis Chalmer* of a free Life-rent Annuity of One thousand Pounds *per Annum*, at the Terms and under the Penalties before written, but under the express Provision and Declaration that in case the said Major *Francis Chalmer* and his Wife should not make *Scotland* their Domicile or Place of Residence and educate their Children there, then the said Annuity should be limited and restricted to Five hundred Pounds *per Annum*: And whereas by another Codicil Holograph of the said Sir *Gilbert Stirling*, dated the said Thirtieth Day of *May* One thousand eight hundred and forty, he revoked and recalled the Exception contained in his said Supplementary Trust Deed, from the Power of selling any Part of the Lands and others belonging to him at his Death, and he thereby directed and appointed his before-named Trustees, in case they should find it necessary in the due Execution of the Trust, to sell and dispose of the same: And whereas by another Codicil Holograph of the said Sir *Gilbert Stirling*, dated the Nineteenth Day of *January* One thousand eight hundred and forty-one, he nominated *Alexander Mackenzie* Esquire, younger, of *Muirton*, to be a Trustee for the Execution of the said Trust, in addition to the Trustees named by him in the said recited Codicil; and he directed his Trustees to pay to *William Anderson*, if in his Service at the Time of his Death, a free yearly Annuity of Twenty Pounds Sterling, and in like Circumstances to Mrs. *Helen Hunter*, his Housekeeper, a free yearly Annuity of Fifteen Pounds Sterling: And whereas the said Sir *Gilbert Stirling* died on or about the Thirteenth Day of *February* One thousand eight hundred and forty-three, without leaving Heirs of his Body; and of the Trustees appointed by the said recited Codicils of the Thirtieth Day of *May* One thousand eight hundred and forty, and the Nineteenth Day of *January* One thousand eight hundred and forty-one, he was predeceased by the said *John Mansfield*, and the said *David Robertson* declined to accept, and after accepting and acting for a short Period the said Lieutenant Colonel *George Ralph Abercromby* (become Lord *Abercromby*) resigned; and the surviving accepting and acting Trustees were the said *Thomas Mansfield*, Sir *Michael Bruce*, *Thomas Dundas*, and *Alexander Mackenzie*: And whereas by a Deed of Assumption and Conveyance, dated the Twenty-second, Twenty-third, and Twenty-ninth Days of *January*, and registered in the Books of Council and Session the Fourteenth Day of *February* One thousand eight hundred and forty-four, the said surviving accepting and acting Trustees, upon a Narrative of the said Trust Disposition and Deed of Settlement, and of the said Supplementary Trust Deed, and of the Declinature of the said *David Robertson* to accept,

Another Codicil, same Date.

Another Codicil, dated 19th Jan. 1841.

Death of Sir Gilbert Stirling, dated 13th Feb. 1843, and acceptance of Trustees.

accept, and the Resignation of the said Lord *Abercromby*, and of its being proper and expedient that they should assume other Trustees to act along with them in the Management of the said Trust and in virtue of the Powers conferred upon them by the said Trust Disposition and Deed of Settlement, and Supplementary Trust Deed, and Codicils thereto, assumed, nominated, and appointed *William Gibson Craig* Esquire, younger, of *Riccarton*, (now Sir *William Gibson Craig* Baronet,) and Captain *Houston Stewart*, of the *Gart*, Post Captain in the Royal Navy (now Rear Admiral *Houston Stewart*), to be joint Trustees along with them under the said recited Deeds, Will, and Codicils, with the same Powers, Privileges, Liberties, and Immunities which are granted to the said Trustees under the said recited Deeds, Will, and Codicils, and they gave, granted, assigned, and disponed to themselves and to the said Sir *William Gibson Craig* and *Houston Stewart*, in trust for the Uses, Ends, and Purposes of and in the said recited Deeds and Codicils expressed, all the Heritable and Moveable, Real and Personal Estate belonging to the said Sir *Gilbert Stirling* at the Period of his Death: And whereas, in virtue of the said recited Trust Disposition and Deed of Settlement, and Supplementary Trust Deed and Codicils, and Deed of Assumption and Conveyance, the said *Thomas Mansfield*, Sir *Michael Bruce*, *Thomas Dundas*, *Alexander Mackenzie*, Sir *William Gibson Craig*, and *Houston Stewart*, as Trustees aforesaid, made up Titles to the said Lands and Estate of *Larbert*, and are infeft therein, conform to Instrument of Sasine in their Favour, dated the Twenty-second and recorded in the General Register of Sasines at *Edinburgh* on the Twenty-fourth Days of *March* One thousand eight hundred and forty-five, and to the said Lands of *Househill* and the other Heritable Estate of the said Sir *Gilbert Stirling*, in which they now also stand infeft, conform to Instrument of Sasine in their Favour, dated the Second and recorded in the said General Register of Sasines the Third Days of *April* One thousand eight hundred and forty-five, and have also managed and accumulated the whole other Estates of the said Sir *Gilbert Stirling*, which, with Interest and Accumulations, as on the Thirteenth Day of *February* One thousand eight hundred and fifty-four, amounted to the Sum of One hundred and thirty-nine thousand and forty-four Pounds Twelve Shillings and Sixpence, and stands invested in Heritable and Personal Securities in their Names: And whereas, from the Time of their entering upon the Administration of the Trust committed to them, the Trustees have endeavoured, but without Success, to find in *Stirlingshire* or the adjoining Counties to which their Selection was limited by the said Supplementary Trust Deed, a suitable Purchase in Land, to be acquired and entailed by them in pursuance of the Purposes of the said recited Deeds, and the Ten Years within which Time they were enjoined to execute their Powers expired upon the

Thirteenth Day of *February* One thousand eight hundred and fifty-three, being Ten Years after the Death of the said Sir *Gilbert Stirling*: And whereas the said recited Deeds, although they enjoin the Trustees to purchase the Lands to be entailed within the Period of Ten Years after the Death of the said Sir *Gilbert Stirling*, yet contain no Provision for a Divestiture of his Trustees, and no different Appropriation either of the Heritable or Moveable Estates conveyed by the said recited Deeds, Will, and Codicils, supposing such Purchase shall not have been made within that Period, and on the contrary that the said recited Deeds clearly express the said Sir *Gilbert Stirling*'s Purpose that there shall be no Divestiture of the Trustees till the Expiration of Twenty Years from the Date of the Truster's Death, and the Majority of the Heir then entitled to succeed, in case such Heir should be in Minority, and that after such Heir has attained Majority, and said Twenty Years have expired, he may apply to the Court of Session to name One or more Trustees for the immediate Execution of the Purposes of the Trust in so far as not previously executed, and that as regards any Surplus exceeding Five thousand Pounds accruing in the Hands of the Trustees after making any Purchase or Purchases within the said Period of Ten Years, together with the accumulated Rents for the subsequent Period of Ten Years, and thereafter till the Majority of the First Heir of Entail called to the Succession as aforesaid, the Power of the Trustees of purchasing Land is expressly declared to endure even beyond the said Period of Twenty Years: And whereas in these Circumstances it is doubtful whether the said Trustees could, during the Currency of the said Second Period of Ten Years, lawfully purchase, or be compelled by the Heir or Heirs of Entail called to the Succession as aforesaid to purchase, Lands as directed by the said Trust Disposition and Settlement, and that it is therefore necessary and will be beneficial to the Trust Estate and the Heirs of Entail entitled to succeed to the same, and will be calculated to carry out the Purposes of the Truster, that the Time within which the Trustees were enjoined and taken bound to purchase Lands as aforesaid should be expressly extended for a further Period of Ten Years: And whereas in order to remove the Difficulties of finding a suitable Purchase within the Limits of the County of *Stirling* and adjoining Counties to which the said Trustees are now restricted, the Power of Purchase should also be extended to any Part of *Scotland*, which appears from the said first-recited Trust Disposition and Deed of Settlement to have been the original Intention of the Truster: And whereas the said Major *Francis Chalmer* and his said Wife, now deceased, are Father and Mother of the Heir first entitled to succeed to the Lands and Estate so to be purchased, and of other Children under Age, and the said Major *Francis Chalmer* is now entitled to and is in the Possession of the Mansion House of *Larbert*,

and

and Offices, Garden, and Land attached thereto, as provided by the said Supplementary Trust Deed: And whereas if a Purchase were occurring where the Price was required to be instantly paid, it might be difficult to sell and realize the Heritable Property, and to call up and realize the Moveable Estate and Monies invested on Heritable Securities and otherwise, without considerable Loss and Disadvantage to the Trust Estate, and it would therefore be for the Advantage of the Trust Estate and of the Heirs of Entail if the Trustees were authorized to raise upon the Security of the said Lands of *Larbert* and *Househill* (which it is desirable to retain till a Purchase be completed, the Mansion-House of *Larbert* being the residence of the said Major *Francis Chalmer* as aforesaid), and of the Lands and Estate to be purchased by them or in any other Manner upon the Credit of the said Trust Estate, such a Sum as may be requisite to complete the Price of the Lands and Estate to be purchased, but so as that the Sum to be borrowed shall not in all exceed the said Sum of Twenty thousand Pounds, and the Value of the Lands and Estate of *Larbert* and *Househill*, and the Amount of such Securities as the said Trustees may not be able to call up and realize in Time to be appropriated to the Payment of the Price of the Lands and Estate to be so purchased: And whereas in the event of the Trustees effecting the Purchase of a suitable Estate with a Mansion House thereon, it is expedient and just, and in conformity with the Purposes of the Truster, that the Right of the said Major *Francis Chalmer* to the Use and Possession of the Mansion House, Offices, Garden, and Land at *Larbert* should be transferred to an equivalent Extent to such new Mansion House, Offices, Garden, and Land; but as these Objects cannot be effected without the Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Time for purchasing Lands extended.

I. The Term within which the Trustees for the Time being of the said Sir *Gilbert Stirling* were bound to invest the Trust Funds in the Purchase of Lands and Estates, pursuant to the Trusts of the said Supplementary Trust Deed, shall be prolonged and extended for the Period of Ten Years from the Thirteenth Day of *February* One thousand eight hundred and fifty-three, and the said Trustees for the Time being shall have the same Powers, Rights, and Privileges in every respect with regard to such Purchases as if such Purchases had been made within the Period limited by the said Supplementary Trust Deed.

II. The

Power to Purchase Lands in any Part of Scotland.

II. The said Trustees in exercising the Power of purchasing Lands and Estates under this Act shall not be confined to the County of *Stirling* or the Counties adjoining thereto, but may purchase such Lands and Estates as they may think eligible in any Part of *Scotland*.

Lands to be purchased and Money to be borrowed pursuant to the Directions contained in the said Deeds.

III. All the Purchases of Lands and Estates to be made within the extended Period or the Extension of Limits by this Act granted and authorized, and all the Monies to be borrowed under the Authority of the said Trust Disposition and Deed of Settlement and Supplementary Trust Deed, or this Act, shall be made and borrowed by the said Trustees according, in all respects, to the Directions and with and under the Powers, Authorities, and Conditions contained in the said Deeds; and all the Lands and Estates to be so purchased shall be settled and secured by the said Trustees on the same Persons, and for the same Purposes, and with and under all the Powers and Provisions, Conditions, Limitations, Prohibitions, and Clauses irritant and resolutive contained in and prescribed by the said Deeds or any of them in all respects.

Power to the Trustees to borrow Money to complete Purchase.

IV. It shall be lawful for the said Trustees, subject to the Conditions herein-after set forth, but not otherwise, if they should find it necessary towards the Purchase of the Lands and Estates to be bought by them, to borrow and take up on Loan a Sum or Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds, and the Value of the Lands and Estate of *Larbert* and *Househill*, and the Amount of such Securities as the said Trustees may not then have been able to call up and realize, and to secure the Payment of the Monies so to be borrowed, and the Interest thereof, and liquidated Penalties and Expenses to be therein stipulated, by Bonds and Dispositions in Security or other Deeds granted in favour of the Person or Persons who may lend such Monies, over the whole or any Portion of the Lands and Estates contained in the before-recited Trust Disposition and Deed of Settlement and Supplementary Trust Deed, or over the whole or any Portion of the Lands and Estates which may be purchased by the said Trustees in virtue of the Power vested in them to that Effect; and the Bonds and Dispositions in Security or other Deeds to be granted under the Authority of this Act shall be good, valid, and effectual to the Creditor or Creditors therein, and to his, her, and their respective Heirs, Executors, Representatives, or Assignees, or to any Person in the Right thereof, and shall effectually burden the Lands, Estates, and other Securities held by the said Trustees under the before-recited Trust Disposition and Deed of Settlement and Supplementary Trust Deed, and the Lands and Estates to be purchased over which such Securities shall be granted, as if such Lands and Estates were held

held in Fee Simple; and the Creditors therein shall have such and the like Powers and Remedy for the Recovery of the Sums lent as is competent by Law to any Creditor on a Fee Simple Estate: Provided always, that the Monies to be borrowed under the Powers of this Act shall be paid by the Lender or Lenders thereof into any Bank in *Scotland* incorporated by Act of Parliament or Royal Charter, in the Names of the said Trustees, upon a Receipt or Receipts setting forth that the said Monies are so paid into such Bank subject to the Provisions of this Act and to the Order of the Lord Ordinary officiating on the Bills in the Court of Session; and the Monies so paid into Bank shall only be uplifted and applied at the Sight of a Person to be named by the said Lord Ordinary officiating on the Bills, and towards Payment of the Prices of Lands to be purchased by the said Trustees, and the other Purposes of this Act.

Power to sell Larbert and Househill.

V. The said Trustees are hereby authorized and empowered to sell and dispose of the said Lands and Estate of *Larbert* and *Househill*, and others, by Public Auction or Private Bargain, at such Times and for such Price, and on such Terms and Conditions as they shall think fit.

Major Chalmer may occupy new Mansion House.

VI. If the said Trustees shall, in the Exercise of their Power of purchasing Lands and Estates conferred upon them by this Act, acquire another Mansion House in some Part of *Scotland*, they shall give the said Major *Francis Chalmer* the Use and Possession of such Mansion House, and any Offices and Garden and Land which may be attached thereto, in the same Manner as is directed by the said Truster in the said Supplementary Trust Deed with reference to the Mansion House of *Larbert* and Offices and Garden.

Costs of Act to be paid out of the Trust Funds.

VII. The said Trustees shall pay out of the Trust Funds and Estate in their Hands all the Costs, Charges, and Expenses which shall have been incurred in and about applying for, obtaining, and passing this Act.

Saving Clause.

VIII. Saving and always reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Heirs at Law and Next of Kin of the said Sir *Gilbert Stirling*, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her, or their Heirs and Successors, Executors, Administrators, and Assigns, (save and except the Heirs and others entitled to succeed under the said Supplementary Trust Deed,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Lands and Estates, as they have or might claim, challenge, or demand, and that in the same Manner and as amply as if this Act had never been passed.

Deeds to remain in force.

IX. Nothing in this Act contained shall be held to alter, innovate, change, or defeat the said recited Deeds, 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 the Queen's Printers to be Evidence.

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.