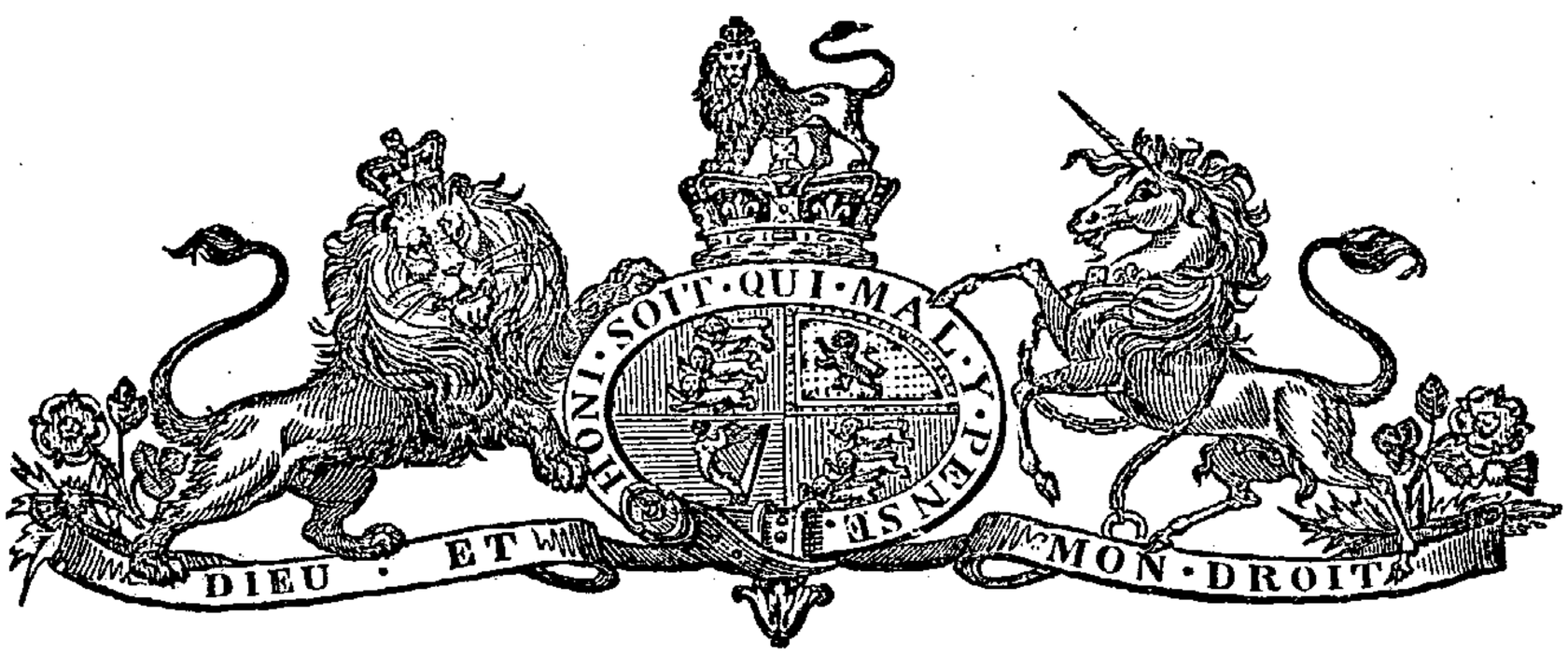


ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

***

John Paton, *James Clark*, *William Sim*, and *John Guthrie*, all Merchants in *Montrose*, *John Barclay* junior, Banker in *Montrose*, *William Smith* senior, Builder in *Montrose*, *Robert Anderson* Wright and Joiner in *Montrose*, and *Robert Moodie* Kirk Treasurer of *Montrose*, who should be held and considered as acting on his Behalf; to *George Crawford* Merchant in and then Provost of *Montrose*, *Patrick Mason* Merchant in and then First Bailie of the said Burgh, *William Gordon* Merchant, and *Robert Robertson*, also Merchant, both in *Montrose*, and then Councillors of the said Burgh, who should be held and considered as acting for and in Name and Behalf of the Magistrates and Town Council of *Montrose*; to the Reverend Doctor *Robert Smith* First Minister, and the Reverend Doctor *Joseph Paterson* Second Minister of the Parish of *Montrose*, and *James Calvert* and *James Hay*, both Teachers in *Montrose* and Elders of the Kirk Session of *Montrose*, who should be held and considered as acting for and in Name and Behalf of the Kirk Session of *Montrose*; and to *Alexander Renny Tailyour* of *Borrowfield*, *Arthur Anderson* of *Kinnaber* and *Charleton*, *James Inverarity* of *Rosemount*, and *James Burnes* of *Rennyfield*, One of the Town Clerks of *Montrose*, who should be held and considered as acting for and in Name and Behalf of the Heritors of the Landward Part of the Parish of *Montrose*; and to the Survivors and Survivor, Acceptors and Acceptor of the whole of the Persons before named, and to those who might be elected or chosen in manner therein and herein-after expressed, and that as Managers to and for the special Uses, Ends, and Purposes, and with and under the express Burdens, Conditions, Provisions, Declarations, Rules, and Regulations therein mentioned, and to their Assignees, the several Sums of Money and Securities particularly therein mentioned, which Sums and Securities, amounting to Eight thousand five hundred and fifty Pounds, the said *William Dorward*, upon the Date of the said Deed of Constitution, delivered over to the Managers before named, along with the further Sum of One thousand four hundred and fifty Pounds, so as to complete the Principal Sum of Ten thousand Pounds, but which Deed of Constitution was thereby declared to be granted by him with and under the express Burdens, Conditions, Provisions, and Declarations, Rules and Regulations, and to and for the special Uses, Ends, and Purposes therein mentioned, and, *inter alia*, that the Managers before named, and those who might be elected or chosen as after mentioned, should be obliged out of the first and readiest of the said Sum of Ten thousand Pounds, and within Twelve Months from the Date of the said Trust, to build, finish, and complete a House, to be called in all Time coming "*Dorward*'s House of Refuge for the Destitute," for the Reception, Maintenance, Care, and Employment of such a Number of poor, infirm, and indigent old Persons and Orphan Children, or Children who had been deserted or abandoned by their Parents, whether legitimate or illegitimate, belonging

to

to the Town and Parish of *Montrose*, including old worn-out and decayed Pauper Fishermen, or their Widows or Orphan Children, belonging to the Village of *Ferryden*, but no other Part of the Parish of *Craig*, as the Size of the Building would admit, the Managers having Power to exact from such Fishermen, or their Widows or Orphan Children, such Board as might be considered reasonable; but it was thereby expressly conditioned, provided, and declared, that the Managers should not lay out or expend a greater Sum than Two thousand Pounds in the Erection, building, finishing, fitting up, and completing the said House, and the requisite Furniture, Bedding, and other necessary Articles, to which Sum they were thereby expressly restricted; that the proper Objects of Charity to be admitted to the Benefit of the said Institution should be selected by the Managers according to their Infirmities, Poverty, and Necessities, without any regard to their religious Sentiments or Opinions, only that the oldest and most indigent should have the Preference, and that the most necessitous Orphans, and those who had been deserted by their Parents, should be selected for Admission, so as to rescue them from Begging, Idleness, Vagrancy, and Vice, and prevent them from acquiring vicious and dissolute Habits, and the Commission of Crime, but no Person labouring under Insanity, Idiocy, or any other mental Disease, or subject to Epilepsy, or having any Venereal Disease, Fever, or infectious Complaint, should be received or admitted into the Institution; and in all Cases of Admission, the Persons so admitted should be upon the Poor's Roll of the Parish of *Montrose* or the Parish of *Craig*; that the Persons received into the Institution should be employed in such useful Work or Labour as their Age or Strength of Body would permit, and as the Managers should consider most fitting and proper, the Profit arising from which should be laid out for the Comfort of the Inmates, or in such other Way as should be considered most advantageous and beneficial to them or the Institution, it being the Truster's most anxious Wish that the utmost Care should be exercised as to the Morals of the Inmates, and that the Children admitted into the Institution should be employed so as to train them to Habits of Industry and a Desire to earn their future Livelihood by steady and honest Application; that the Interest arising annually from the Funds, Profits of Labour by the Inmates, Collections, Subscriptions, Donations, or other annual Income of the Institution (subject to the Payment herein mentioned to the said *William Dorward*, annually during his Life,) should be employed in the Maintenance and Support of the Inmates thereof, in furnishing them with requisite Clothing, and in providing Coals, Furniture, Provisions, and other Necessaries for the Institution, and in the event of any Surplus, such might be accumulated and added to the Stock, until a favourable Opportunity should occur of extending the Institution, and increasing the Size of the House, so as to make the same as useful and beneficial as possible

for

for the poor and helpless of the Town and Parish of *Montrose* and the Village of *Ferryden*, but in no event and under no Circumstances should it be in the Power of the Managers to encroach upon the Capital Stock of the Institution for any of the above Purposes; that as the said *William Dorward* had already resolved that the Institution should be under the Charge and Management of Twenty-four Managers, he thereby declared that the Persons before named as Managers should continue in Office until the Second *Monday* of the Month of *November* One thousand eight hundred and thirty-nine, on which Day a General Meeting of the Managers should be held within the Town Hall of *Montrose*, at the Hour of Twelve o'Clock Noon, at which Meeting Ten of the Managers should retire from Office according to the alphabetical Order of their Surnames, *videlicet*, Four from the Number of Managers acting on his Behalf, Two from those on the Part of the Town Council, Two from those on the Part of the Kirk Session, and Two from those on the Part of the Landward Heritors, and the Managers so retiring should not be again eligible to be chosen or elected Managers until after the Lapse of One Year from their Retirement from Office; and upon the Second *Monday* of *November* annually thereafter the Managers should meet, at which Meeting the Four senior Managers acting on his Behalf, the Two senior Managers on behalf of the Town Council, the Two senior Managers on behalf of the Kirk Session, and the Two senior Managers on behalf of the Landward Heritors who retire from Office should be declared, and who should not be eligible to be re-elected until the Elapse of One Year from that Date; that the Vacancies occasioned by the Retirement of Four Managers acting on his Behalf, whether at the first or any subsequent Annual General Meeting, should always be filled up by himself during his Lifetime, and thereafter by his Trustees acting under any Disposition and Deed of Settlement executed or to be executed by him, but who should be obliged to confine their Election to Four of their own Number; that the Magistrates and Town Council of *Montrose* should elect Two of their own Number, not being Members of the Kirk Session at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Council; that the Kirk Session should in like Manner elect Two of their own Number, not being Members of the Town Council at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Kirk Session; and that the Heritors of the Landward Part of the Parish should in like Manner elect Two of their own Number, not being either Members of the Town Council or Kirk Session of *Montrose* at the Time, to supply the Vacancies occasioned by the Retirement of the Two Managers from the Landward Heritors; but it was expressly provided and declared, that no Person should be entitled to vote or have any Vote as a Landward Heritor

Heritor in the Election of the Managers from the Landward Heritors, who should not have and be possessed of a free yearly Rental of Twenty Pounds Sterling at least; and in case any of the said Bodies should fail within One Month from the said Annual General Meeting to elect and choose other Managers in the Room of those who retired, then and in that event the other Managers for the Time should have right to supply, and they were vested with full Power and Authority to supply, such Vacancies; that after the House, and Walls for enclosing the same, and other necessary Erections and Accommodations, had been erected, finished, and completed, the Balance of the Money or Funds belonging to the Institution, with the Exception of what might be required for immediate Purposes, should be invested in the Name of the Treasurer for the Time being, in Name and for Behalf of the Managers of the Institution, on good Heritable Security over Lands in either of the Counties of *Angus* or *Mearns*, and failing such Securities being found, then in such of the Government Securities, or in any of the Chartered Banks in *Scotland*, as the Managers should consider most advisable, and after the Money or Funds had been so invested, the same should not be uplifted, transferred, or discharged, except by the Orders and Authority of the Managers given at a Meeting to be specially called for that Purpose; that as soon as any of the Children in the Institution should have attained such Age or Strength as might enable them to be put to any Service, Trade, or Employment, the Managers for the Time should endeavour to procure such Situations or Employments as might appear best suited to their Strength, Capacity, Inclinations, or Wishes, but failing such Employment or Situations being procured, the said Children who had so attained that Age or Maturity to fit them for Service should be discharged, so as to make Room for others requiring and deserving the Benefit of the Institution; that the Managers, and those who might be thereafter elected and chosen, should be bound and obliged to pay to the said *William Dorward*, during all the Days of his Life, out of the yearly Interest, Rents, Profits, Emoluments, and annual Revenue of the Institution, the Sum of Four hundred Pounds, or such Part thereof as he might choose to take from them, and that at Two Terms in the Year, *Whitsunday* and *Martinmas*, in manner therein provided, but in case the said Interest or annual Produce of the Funds of the Institution should in any Year or at any Time prove insufficient for the Payment of the said annual Sum to him, then and in that event the Managers should have Power, and they were thereby authorized and empowered, from Time to Time to take and apply such Part of the Sums thereby conveyed as should be necessary for making up the said annual Payment to him, without being liable to any Question or Challenge whatsoever for so doing, but it was provided and declared, that whatever Diminution should be made in the said Capital Stock by the said

annual Payment to him during his Life, the same should be made up or replaced within Ten Years from and after his Death, by the Managers retaining annually such a Proportion of the Interest arising from the remaining Capital as would be equal to replace such Diminution, so as the Capital Stock of the Institution might in all Time thereafter never be less than Eight thousand Pounds, exclusive of the Value of the Buildings: And whereas the Sums and Securities conveyed by the said *William Dorward* were received by the Managers, and realized the said Sum of Ten thousand Pounds; and in fulfilment of his Intentions a certain Building, under the Name of "*Dorward*'s House of Refuge for the Destitute in *Montrose*," was, in the Years One thousand eight hundred and thirty-eight and One thousand eight hundred and thirty-nine, erected within the Town of *Montrose*, and certain aged and infirm Men and Women, and Orphans and deserted Children, qualified as provided by the Deed of Constitution, were and have been from Time to Time admitted as Inmates therein, and have received the Benefits thereof, agreeably to the Deed of Constitution, in so far as the Extent of the said Building and Revenue of the Institution warranted; and between the Period of erecting the House of Refuge and the Month of *January* One thousand eight hundred and forty-eight the said *William Dorward* gave certain farther Gifts and Donations to the Managers, for the Benefit of the House of Refuge, amounting in whole to the Sum of Six thousand Pounds, the Sum of One thousand five hundred Pounds of which he directed to be expended in connexion with the Buildings of the House of Refuge, in the Erection of certain Additions thereto, and the Construction of Outhouses and Walls for enclosing the Institution, and the remaining Sum of Four thousand five hundred Pounds he directed to be held as an Addition to the said Endowment Fund of Eight thousand Pounds, (making in all the Sum of Twelve thousand five hundred Pounds,) and to be applied in the Manner and under the Conditions applicable to the said original Endowment Fund: And whereas the said *William Dorward*, by his Trust Disposition and Settlement, dated the Thirty-first Day of *January* One thousand eight hundred and thirty-nine, and recorded in the Burgh Court Books of *Montrose* the Fourteenth Day of *April* One thousand eight hundred and forty-eight, did, with and under the Burdens, Conditions, Provisions, and Declarations, and reserved Power and Faculty therein expressed, give, grant, dispone, assign, convey, and make over, to and in favour of the Reverend Doctor *Joseph Paterson*, Second Minister of the Parish of *Montrose*, and his Successors in the Office of the Second Charge of the said Parish, the Reverend *John Dodgson*, then Clergyman of *Saint Peter*'s Episcopal Chapel in *Montrose*, and his Successors in Office, the Reverend *William Nixon*, Minister of *Saint John*'s Church in *Montrose*, and his Successors in Office, the Reverend *Andrew Wilson*, then Minister of the

Trust Disposition and Settlement of Mr. Dorward, dated 31st Jan. 1839.

the Seceding Congregation or United Associate Seceders in *Montrose*, and his Successors in Office, the Reverend *Henry Hyslop*, Minister of the Burgher Kirk, *John Street*, *Montrose*, and his Successors in Office, the Reverend *James Robertson Campbell*, then Minister of the *Tabernacle* Church in *Montrose*, and his Successors in Office, *Francis Japp*, then Dean, Chairman, or Preses of the Guildry Incorporation of *Montrose*, and his Successors in the Office of Dean, Chairman, or Preses of the said Incorporation, *Alexander Watson*, then residing in *Union Place*, *Montrose*, *John Paton* Merchant in *Montrose* (now deceased), *Charles Barclay* Merchant in *Montrose* (now deceased), *James Clark* then Merchant in *Montrose* (now deceased), *Thomas Whyte* Residenter in *Montrose* (now deceased), *David Hill* Banker in *Montrose*, *John Barclay* junior, then also Banker in *Montrose*, *John Milne* Comptroller of the Customs at the Port of *Montrose* (now deceased), *William Sim* then Residenter in *Montrose*, and One of the Bailies of the said Burgh, *John Guthrie* Merchant in *Montrose*, *William Smith* senior, Builder in *Montrose* (now deceased), *William Anderson* Wood Merchant in *Montrose* (now deceased), *Robert Anderson* Cabinet-maker in *Montrose* (now deceased), *Henry Laurie* Merchant in *Montrose* (now deceased), *George Shand* Merchant in *Montrose* (now deceased), *Alexander Lindsay* then Accountant in the Office of the *Dundee* Union Bank in *Montrose*, now Banker there, *David Sutherland* Shipowner in *Montrose*, and *Robert Moodie* Kirk Treasurer in *Montrose*, and to the Survivors and Survivor, Acceptors and Acceptor of them where they were not succeeded officially, and to such Person or Persons as might be assumed by them in virtue of the Powers thereby conferred when they did not succeed officially (any Nine accepting and acting being declared to be a Quorum), and that in trust to and for the Uses, Ends, and Purposes therein expressed, and to their Assignees, all and sundry Lands, Tenements, Adjudications, Heritable Bonds, and whole other Heritages and Heritable Estate of every Description then belonging to him, or which should happen to pertain and belong to him at the Time of his Death, with the whole Writs and Evidents, Rights, Titles, and Securities thereof, and all that had followed or was competent to follow thereon, as also all and sundry Debts and Sums of Money, Money in the Government Stocks or in any public or private Company, Book Debts, and whole other Sums of Money due and owing to him, Household Furniture, Plate, Ships, and Shares of Ships, and in general his whole Personal Estate, Means, and Effects whatsoever or wheresoever situated (Heirship Moveables included), then pertaining and belonging, due and owing to him, or which should pertain and belong or be due and owing to him at the Time of his Death, with the whole Bonds, Bills, Decreets, Accounts, Books, and other Instructions of the said Debts and Sums of Money, and all Action, Diligence, and Execution then had or that might be

be competent to follow thereon, with full Power and Authority to his Trustees before named, and the Survivors and Survivor, Acceptors and Acceptor of them, and those who might succeed officially or be assumed into the said Trust, to sell and dispose of his whole Heritable Estate thereby disponed, and that either by Public Roup or Private Sale, as they should judge most expedient, and for that Purpose to execute Articles of Roup, and enter into Minutes of Private Sale, and grant Dispositions to the Purchaser or Purchasers, with Power also to call for, uplift, receive, and discharge, and, if necessary, pursue for the whole Debts and Sums of Money due and owing to him, and generally to do everything in relation to the Premises which he might have done before granting the said Trust Disposition; and he nominated and appointed his Trustees before named, and the Survivors and Survivor, Acceptors and Acceptor of them, and such other Person or Persons as might be assumed where they do not succeed officially, to be his Executors and Intromitters with his whole Personal Estate and Effects, but declaring always that the said Trust Disposition was granted by the said *William Dorward* in trust to and for the Uses, Ends, and Purposes, and under the Burdens, Conditions, Provisions, Declarations, and Reservations therein and herein mentioned; *videlicet*, in the first place, that his Trustees should be bound and obliged, out of the first and readiest of his Estate and Effects, to pay and defray all his just and lawful Debts, and the Expenses attending the Execution of the said Trust; secondly, he left and bequeathed to *Elizabeth Lyall* his Servant, for her long and faithful Services, a free yearly Annuity of Eighteen Pounds during all the Days of her Life, and to *Elizabeth Lawrence* (who predeceased the Truster) an Annuity of Eight Pounds in case she should survive him, which said Annuities should be payable and paid at Two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, beginning the First Payment thereof at the first of these Terms which should happen after his Death, for the Half Year then commencing, and so on half-yearly and termly at the said Two Terms, during their respective Lives, with the due and legal Interest of each Half Year's Annuity from the Time at which it fell due and during the Not-payment thereof, and for answering the said Annuities, the Truster directed and appointed his Trustees to lay out and invest a Sum of Money, the yearly Interest of which would be sufficient to answer the same, and he likewise directed that the said Annuities should be paid free from any Deduction whatever; thirdly, he left and bequeathed to various Individuals therein named the particular Legacies therein respectively set forth, which several Legacies the Truster appointed to be paid at the First Term of *Whitsunday* or *Martinmas* which should happen Four Months after his Death, with Interest until paid; fourthly, he left and bequeathed to various Societies, Institutions, and public Bodies, and for the particular Purposes

poses therein specified, the respective Legacies and other Gifts therein particularly mentioned, and, *inter alia*, to the Managers of "*Dorward*'s House of Refuge for the Destitute" the Sum of Five hundred Pounds, the Interest of which Sum he directed to be annually applied by them in providing Clothes and other Necessaries for the Children leaving the Institution to enable them to enter into Service for their future Livelihood, and in case it should happen that the whole of such Interest should not be required in any One Year for such Purpose, the Surplus should be accumulated so as to meet the Expenditure of any Year in which more than the annual Interest should be required for these Purposes; fifthly, the Truster directed and appointed his Trustees to lay out and invest the Sum of One thousand Pounds, the Interest of which Sum should be applied by them in assisting to establish and support a Soup Kitchen in *Montrose* (but which Bequest was subsequently recalled, and a Payment on account of such Soup Kitchen directed to be made out of the Residue of the Estate in manner herein-after mentioned); sixthly, he directed and appointed his Trustees to set aside and invest the Sum of Two thousand Pounds, for the Purpose of erecting and endowing a School for the Instruction of young Men belonging to the Town and Parish of *Montrose* and Village of *Ferryden* in Navigation and other Nautical Science, and for the Instruction of such young Men and a certain Number of Boys and Girls in *English* Reading, Writing, and Arithmetic, and that in the Manner and subject to the Conditions therein mentioned (but which Bequest he afterwards recalled, for the Reason therein set forth); seventhly, the Truster gave Instructions for the Disposal of his Stock in Trade in manner therein mentioned, and certain Directions relative to the Collection of his Book Debts; and, lastly, with respect to the whole clear Residue of his Means and Estate thereby conveyed that might remain after providing for the said Annuities, Legacies, and Bequests, and whole Debts and Expenses that might be incurred in the Management, and likewise after Deduction of such farther Legacies and Bequests as he might think proper to leave, the Truster directed his Trustees to pay the clear Residue of his said Estate and Effects to the Managers of "*Dorward*'s House of Refuge for the Destitute," all which he left and bequeathed to them for the Benefit of that Institution, but, in consideration of the clear Residue of the Truster's Estate and Effects left and bequeathed for the Benefit of the House of Refuge, the Managers should be bound and obliged, in the latter End of *December* yearly, to distribute Three hundred Barrels of Coals among the most necessitous Poor of *Montrose*, and that at the sole Expense of the Institution; which Trust Disposition contains Power to name and assume new Trustees (where such do not succeed officially) in the Room and Place of any Trustees who may happen to die or not accept or who may resign, and also a Clause reserving the Truster's Life-rent, Use,

and Enjoyment of his Estate, with Power to alter, innovate, or revoke the Trust in whole or in part, and other usual Clauses: And whereas the said *William Dorward* made and executed various Codicils to his said Trust Disposition, and by the First of such Codicils, dated the Fourteenth Day of *August* One thousand eight hundred and thirty-nine, he gave the following Instructions; *videlicet*, with regard to the Residue of his Estate and Effects bequeathed to the Managers of the House of Refuge, for the sole and exclusive Use and Behoof of that Institution, he declared it to be his express Desire, and he directed and strictly enjoined the Managers, so soon as the Residue of his Estate and Effects should be paid over to them, to lay out and invest the same on good Heritable Security, and until such Residue could or should be laid out and invested, he directed them to deposit the same in Bank, and the Interest only of such Residue to be applied to the Benefit and Support of the House of Refuge and the charitable Objects thereof, but that no Part of the said Principal Sum should upon any Condition or under any Pretence whatever be used or applied, but that the same should remain and be kept entire, so as the Interest thereof only should be used and applied to the Uses, Ends, and Purposes of the said Charity: And whereas by the Second and Third Codicils, dated respectively the First Day of *July* and the Twenty-seventh Day of *August* One thousand eight hundred and forty, the said *William Dorward* revoked certain of the Legacies bequeathed by him under the said Trust Disposition, in particular the said Legacy of Two thousand Pounds for founding a School, and he also bequeathed a Legacy of Thirty Pounds to Mr. *Robert Moodie*: And whereas by the Fourth Codicil, dated the Twentieth Day of *March* One thousand eight hundred and forty-one, the said *William Dorward*, first, nominated and appointed *David Muckart* Merchant in *Montrose*, and *Thomas Napier* Fish-curer in the said Burgh, as Trustees in the Room and Place of the before-named *William Anderson* and *Charles Barclay*, both deceased; secondly, he bequeathed a Legacy of Twelve Pounds to *Alexa Craw*; thirdly, he revoked a Bequest of Two hundred Pounds in favour of the *Montrose* Home Mission, and in place thereof he directed and appointed the Managers of the House of Refuge to pay out of the Interest of the said Residue the Sum of Ten Pounds annually to the Home Missionary for the Time, so long as he should continue his Operations in the Town and Parish of *Montrose*, but which Bequest the Truster afterwards recalled in manner herein-after mentioned; and, lastly, the Truster declared that the Interest arising on the Residue of his said Estate and Effects should, after Payment of the Cost of the said Three hundred Barrels of Coals and the above-mentioned Sum of Ten Pounds annually, be allowed to accumulate, and out of the accumulated Fund of Interest the Managers should defray any Expenses which they might see cause to incur in enlarging the

Codicils to the Trust Disposition and Settlement of Mr. Dorward.

First Codicil, dated 14th Aug. 1839.

Second and Third Codicils, dated 1st July and 27th Aug. 1840.

Fourth Codicil, dated 20th March 1841.

the Establishment, increasing the Furniture, or replacing such as might be worn out or become useless, or augmenting the Salaries of the Superintendent and Matron of the Institution, or in any other Way calculated to improve the Institution generally, it being the Truster's Wish and Direction that no Part of the Interest of the said Residue should be applied directly or indirectly in support of the Pauper Inmates of the Institution, as he considered that after his Death the Interest of the Money given by him for the Endowment of the House of Refuge would be sufficiently adequate for that Purpose: And whereas by the Fifth Codicil, dated the Twenty-fourth Day of *June* One thousand eight hundred and forty-three, the said *William Dorward* revoked, recalled, and declared void the Legacies bequeathed to the *British and Foreign* Bible Society in *London*, the *London* Missionary Society, and the Baptist Society for promoting the Gospel in *Ireland*: And whereas by the Sixth Codicil, dated the Twenty-eighth Day of *August* One thousand eight hundred and forty-four, the said *William Dorward*, on the Recital that the Seven incorporated Trades of *Montrose* had conveyed over to him certain Schools, called the "Trades Schools" of *Montrose*, in order that he might endow the same, and that he had accordingly upon the Twenty-seventh Day of *August* One thousand eight hundred and forty-four, executed a Disposition and Deed of Endowment of the said Schools, to be called "*Dorward*'s Seminary," in favour of certain Trustees or Managers therein named, under the Burdens, Conditions, Provisions, Rules, and Regulations therein set forth, revoked and recalled that Part of his said Trust Disposition which directed and appointed his Trustees to set aside and invest the Sum of Two thousand Pounds for the Purpose of erecting and endowing a School for the Purposes aforesaid, and declared that Part of his said Trust Disposition to be in all Time coming null and void; and revoked and recalled the said Bequest in favour of the *Montrose* Home Missionary, and declared the yearly Payment to him and his Successors in Office to be utterly null and void, and that neither he nor his Successors in Office should have any Claim, Call, or Demand upon or against the Managers of the House of Refuge for the said yearly Payment or any Part thereof: And whereas by the Seventh Codicil, dated the Twenty-seventh Day of *January* One thousand eight hundred and forty-five, the Truster directed and appointed the Managers, first, to set aside yearly, out of the Interest or annual Produce of the Residue of the Truster's Estate and Effects bequeathed to them, the Sum of Fifty Pounds, under the Name of "The Clothing Fund," and which Sum was, at the End of every Two Years, to be laid out in providing Clothes for the Men and Women, and a uniform outside Dress for the Boys and Girls, who were Inmates of the Institution for the Time, such outside Dress for the Boys and Girls being for *Sunday* Wear and Use only, and that so far as the Clothing Fund would go, at the End of every Two Years; secondly, he directed and appointed the Managers to engage a regular and well-educated

Fifth Codicil, dated 24th June 1843.

Sixth Codicil, dated 28th Aug. 1844.

Seventh Codicil, dated 27th Jan. 1845.

educated Chaplain of good moral and religious Habits, for the Institution, who should preach to the Inmates every *Wednesday*, and visit them at such Periods and Hours as the Managers might fix for the Purpose of imparting religious Instruction by Examination, Exhortation, and Prayer, and that the yearly Salary of such Chaplain should be Twelve Pounds, to be payable out of the Interest of the Residue of the Truster's Estate, and that at the Terms and in the Proportions mentioned in the said Codicil; thirdly, the Truster likewise directed the Managers to appoint a Medical Attendant for the Institution, and to pay him, out of the Interest of the said Residue, a Salary of Ten Pounds *per Annum*, at the Terms and in the Manner therein mentioned; the said Chaplain and Medical Attendant being subject to yearly Election at the Annual General Meeting fixed by the Deed of Constitution of the Institution to be held upon the Second *Monday* of *November* yearly; and, lastly, the Truster further, by the said Codicil, directed and appointed the Managers to spend annually the Sum of Thirty Pounds of the Interest of the said Residue, or such less Sum as might be requisite, but not more, in the Purchase of Tea, Coffee, Sugar, and Cordials, or such other Luxuries, for the Use only of the aged and infirm Inmates of the Institution, particularly the aged Women who had been accustomed to such Articles; and in order that the Managers might forthwith appoint a Chaplain and Medical Attendant, and give immediate Effect to the Purposes before mentioned, until the Interest of the said Residue of his Estate should become available to the Institution, and to enable the Managers to carry his Wishes into execution, the Truster agreed to give them quarterly, during his Life, such a Sum as was necessary for these Purposes, but he reserved to himself during his Life the Distribution of the said Gifts, in case he should think fit to do so; and he bequeathed to the Destitute Sick Society of *Montrose*, upon the Condition and for the Purpose therein mentioned, the Sum of Two hundred Pounds, payable as therein mentioned (but which Legacy he afterwards recalled, as herein-after set forth); and upon the Consideration that *John Barclay* junior, One of his Trustees named in his said Trust Disposition, had removed from *Montrose*, and also that *John Milne* and *William Smith* senior, other Two of his Trustees, had died, the Truster revoked the Nomination of the said *John Barclay* junior, and nominated *John Muckart*, then Brewer in *Montrose*, to be a Trustee in his Room and Place, and he likewise nominated and appointed *James Thorne*, Boot and Shoe Maker in *Montrose*, and *William Barclay*, also Boot and Shoe Maker there, to be Trustees under his Trust Disposition, with the same Powers as if they had been originally named therein: And whereas by the Eighth Codicil, dated the Twenty-third Day of *February* One thousand eight hundred and forty-six, the Truster bequeathed to the said *Elizabeth Lyall* an additional Annuity of Six Pounds, making, with the former Annuity bequeathed to her, the Sum of Twenty-four Pounds *per Annum*,

Eighth Codicil, dated 23d Feb. 1846.

Annum, payable at the Terms mentioned in the said Trust Disposition; and also bequeathed to the said *Elizabeth Lyall*, and to the other Persons therein named, certain specific Articles therein mentioned; and the Truster also thereby recalled the Nomination of the before-named *Alexander Watson* as One of his Trustees, and nominated *Alexander Cowie* residing in *Panmure Terrace*, *Montrose*, in his stead: And whereas by the Ninth Codicil, dated the Twenty-eighth Day of *May* One thousand eight hundred and forty-six, the Truster revoked a Legacy bequeathed under his said Trust Disposition to *Robert Anderson*: And whereas by the Tenth Codicil, dated the First Day of *April* One thousand eight hundred and forty-eight, the Truster recalled the Legacies of One thousand Pounds for the Support of a Soup Kitchen in *Montrose*, Five hundred Pounds, the Interest of which was appointed to be annually expended in the Purchase of Coals for the Poor of *Montrose*, and Two hundred Pounds to the Destitute Sick Society, which Sums he declared should form Part of the Residue of his Estate; and in lieu and place of these Legacies the Truster directed and appointed the Managers of the House of Refuge to pay yearly to the Treasurer of the Soup Kitchen in *Montrose* the Sum of Fifty Pounds for the Benefit of that Establishment, and to the Treasurer of the Destitute Sick Society the Sum of Ten Pounds for the Benefit of the Funds thereof, beginning the First Year's Payment of the said Sums of Fifty Pounds and Ten Pounds at the First Term of *Whitsunday* or *Martinmas* after his Death for the Year ensuing, and so on in Time coming; and the Truster further directed the Managers to lay out the Sum of Twenty-five Pounds yearly in the Purchase of Coal, to be distributed among the Poor of the Town and Parish of *Montrose*, with a Provision for increasing the said Sum to Thirty-five Pounds, in the event mentioned in the said Tenth Codicil; and he thereby nominated and appointed the Reverend *Robert Smith* Doctor of Divinity, and One of the Ministers of the Parish of *Montrose*, *William Jameson* Merchant there, and *John Dow* Bookseller there, to be Trustees under his Trust Disposition in the Room and Place of *John Paton* and *Robert Anderson*, Two of his Trustees who had died, and of *William Sim*, also One of his Trustees, who had removed from *Montrose*, and whose Nomination as a Trustee he by the said Codicil revoked; And whereas by Two Letters, both dated the Twenty-second Day of *November* One thousand eight hundred and forty-seven, addressed by the said *William Dorward* to the Trustees under his Trust Disposition, he directed them upon his Death to pay to his Servant *Mary Petrie* the Sum of Fifteen Pounds, and he also suggested to them the Propriety of giving over to the House of Refuge certain Articles which he thought would be applying them in a more useful Manner than bringing them to a public Sale: And whereas the Managers of the House of Refuge appointed as aforesaid, having entered upon the Execution of the Trust conferred

Ninth Codicil, dated 28th May 1846.

Tenth Codicil, dated 1st April 1848.

Two Letters of Mr. Dorward to his Trustees, dated 22d Nov. 1847.

ferred upon them by the Deed of Constitution, paid and continued to pay to the said *William Dorward* during his Life, from the Funds of the Institution, an Annuity of Four hundred Pounds till the Term of *Martinmas* One thousand eight hundred and forty-three, and thereafter till his Death a restricted Annuity of Three hundred Pounds, as stipulated in the Deed of Constitution; and in like Manner the Magistrates and Town Council, Kirk Session, and Heritors of the Parish of *Montrose*, and thereafter the Parochial Board of the said Parish, as coming in their Stead in virtue of the (Public) Act, Eighth and Ninth *Victoria*, Chapter Eighty-three, did also, in Terms of the Conditions annexed to the said Bequests and Donations, contribute annually various Sums out of the Funds assessed under the said Act during the Lifetime of the said *William Dorward*, and afterwards towards the Expense of the Institution; but no Payment has been made by them since the Month of *October* One thousand eight hundred and forty-eight: And whereas the said *William Dorward* died on the Tenth Day of *April* One thousand eight hundred and forty-eight, leaving his said Trust Disposition and Settlement and Codicils thereto unrevoked and unaltered: And whereas the before-named Doctor *Joseph Paterson*, *William Nixon*, *Henry Hyslop*, *James Clark*, *Thomas Whyte*, *David Hill*, *John Guthrie*, *Henry Laurie*, *Alexander Lindsay*, *David Sutherland*, *Robert Moodie*, *David Muckart*, *Thomas Napier*, *John Muckart*, *James Thorne*, *William Barclay*, *Alexander Cowie*, Doctor *Robert Smith*, *William Jameson*, and *John Dow*, and the Reverend *Robert Wade*, then Clergyman of *Saint Peter*'s Episcopal Chapel in *Montrose*, the Reverend *Alexander Anderson*, now Minister of the Seceding Congregation or United Associate Seceders (now called the United Presbyterian Church) in *Montrose*, the Reverend *Hugh Hercus*, now Minister of the *Tabernacle* Church in *Montrose*, and *Robert Faddie* Rope and Sail Maker in *Montrose*, now Dean, Chairman, or Preses of the Guildry Incorporation of *Montrose*, being the whole Trustees appointed under the said Trust Disposition and Settlement and Codicils thereto (with the Exception of the before-named *George Shand*, who declined to accept), entered upon the Possession and Management of the whole Heritable and Moveable Estate and Effects of the said *William Dorward*, and made up Titles thereto: And whereas the Trustees having paid the Debts and Death-bed and Funeral Expenses of the Truster, and the whole Legacies and Bequests made by him under his Trust Disposition, (with the Exception of the future Payments to fall due on account of the Annuity of Twenty-four Pounds bequeathed to the said *Elizabeth Lyall*, but which is now provided for in manner herein-after mentioned,) there remained a Residue of the said *William Dorward*'s Estate and Effects of Fourteen thousand one hundred and thirty-one Pounds Eighteen Shillings and Elevenpence, which, in pursuance of the Directions contained in his Trust Disposition, the Trustees have made over to

the Managers of the House of Refuge, under the Conditions specified and contained in the Deed of Constitution and Trust Disposition respectively: And whereas, in consequence of the Refusal to act of the said *George Shand*, and of the Deaths of the said *Thomas Whyte*, *Henry Laurie*, *James Clark*, and *David Muckart*, since the Commencement of the said Trust, the surviving and accepting Trustees, by Deed of Assumption, dated the Tenth Day of *October* One thousand eight hundred and fifty, and recorded in the Burgh Court Books of *Montrose* the Twentieth Day of *February* One thousand eight hundred and fifty-one, nominated and assumed *David Mackie* Shipowner, and then Provost of *Montrose*, *David Birnie* Shipbuilder in *Montrose*, *James Adams* Merchant in *Montrose*, *Peter Lindsay*, also Merchant in *Montrose*, and *James Smith* Residenter in *Montrose*, as Trustees under the Trust Disposition, in the Room and Stead of the said Trustees who had declined or died, and which Nomination and Assumption was duly accepted: And whereas, in order to bring the Trust created by the Trust Disposition to a Close, in so far as regarded the pecuniary Conditions thereof, the Trustees arranged with the Managers that, upon their receiving the Residue of the Trust Estate, the Managers, as representing the House of Refuge, and their Successors in Office, should in future not only undertake to defray out of the Funds of the Institution any incidental Expenses connected with the future Existence of the said Trust, but also to pay to the said *Elizabeth Lyall* the Annuity provided to her by the Trust Disposition; and they accordingly executed a Discharge in favour of the Trustees, dated the Fourteenth Day of *October* One thousand eight hundred and fifty, and the Managers thereupon granted a Bond of Annuity, dated the Seventeenth Day of *March* One thousand eight hundred and fifty-one, in favour of the said *Elizabeth Lyall*, for Payment of her said Annuity of Twenty-four Pounds: And whereas the Managers have hitherto, in the Management of the Institution, and the Application of the Funds thereof, acted as far as practicable in accordance with the Terms and Directions of the Deed of Constitution, and the Purposes of the said *William Dorward*; and the Number of Inmates at present receiving charitable Support from the Funds amounts to One hundred and nine, of whom Twenty-eight are Men, Thirty are Women, and Fifty-one are Children, which is considered to be the Number the said House of Refuge is adequate to receive; and the whole of the Inmates have been boarded and lodged in the House, and the Children have hitherto received their Education at certain Free Schools within the Burgh of *Montrose*, but not connected with the House of Refuge; and the annual Income of the said Endowment Fund of Twelve thousand five hundred Pounds has been nearly adequate to meet the Expenditure, together with the Payment of Salaries to Officers and other Charges of Management, so that, in the present Condition of the

Deed of Assumption by the Trustees, dated 10th Oct. 1850.

Arrangement between the Trustees and the Managers.

Management and present State of the House of Refuge.

the Establishment, the Extent of the Building and Accommodation for the Inmates and the Amount of the said Endowment Fund are nearly proportionate to each other: And whereas the Amount of the Funds at the Disposal of the Managers for the Purposes of the House of Refuge, and the Revenue thereof, has been, in consequence of the Bequest of the Residue of the said *William Dorward*'s Estate to them, much increased, and the annual Produce of such Residue exceeds the Amount necessary to fulfil the specific Purposes to which the said *William Dorward* directed such Produce in the first instance to be applied; and it is expedient that the Managers should be authorized to appropriate any Excess so arising in conformity, as nearly as may be, with the express Purposes of the Truster: And whereas certain of the minor Conditions and Regulations contained in the Deed of Constitution were, during the Lifetime of the said *William Dorward*, departed from by him, and with his Concurrence by the Managers, as in the Election of unqualified Managers for the Landward Part of the Parish, which did not and does not contain a sufficient Number of Persons qualified, in Terms of the Deed of Constitution, to supply the Managers eligible from the Landward Heritors, in the Election of a Chaplain not being the Agent of the Church Mission, and in other Particulars; and it is expedient, with a view to the better Fulfilment of the Purposes of the said *William Dorward*, and the Administration of the Funds and Affairs of the Institution, that the Managers should be authorized to apply the free Income of the Residue of the said Estate, after the Fulfilment of the specific Purposes directed by the said *William Dorward*, in the same Manner in all respects as they are directed and empowered to employ the Income of the said Endowment Fund in the Support of the House of Refuge, and the Inmates thereof, to erect additional Buildings in connexion with the House of Refuge, and, so far as may be necessary, to alter or rebuild the present Buildings, and to defray the Expense of such Buildings and Alterations to a limited Extent out of the residuary Funds, and to invest the Funds on the Security of Lands, or in the Purchase of Feu Duties or Ground Annuals in any County in *Scotland*; and it is also expedient to regulate the Form of the Assumption of Trustees into the said private Trust, and the Qualification of Landward Heritors eligible to be Managers; to incorporate the Managers with the usual Privileges, and to enlarge and more clearly define their Powers and Duties; to extend the Disqualification applicable to the Eligibility of Inmates to the said House of Refuge to Inmates losing their Qualification after Admission; to authorize the Appointment of Teachers within the House of Refuge for the Instruction of the Inmates; and generally to regulate the Government of the Inmates, and the Appointment and Duties of Superintendents, Medical Attendants, Chaplains, Teachers, Officers, and Servants connected with the House of Refuge, and to make all necessary Byelaws

Increase of Funds, and Question as to Application of Income.

Some of the Regulations of the Deed of Constitution departed from during Mr. Dorward's Lifetime.

Byelaws and Regulations for and in relation to the several Purposes aforesaid; but 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,

Interpretation of certain Terms in this Act.

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

The Expression "Deed of Constitution" shall mean the Disposition and Assignation and Deed of Constitution by the said *William Dorward* herein-before recited:

The Expression "Trust Disposition" shall mean and include the Trust Disposition and Settlement and Codicils and Letters of the said *William Dorward* herein-before recited:

The Word "Trustees" shall mean the Trustees and Executors for the Time being appointed or assumed and acting under the Trust Disposition:

The Word "Managers" shall mean the Trustees or Managers of *Dorward*'s House of Refuge for the Destitute in *Montrose*, acting for the Time being under and in the Execution of the Deed of Constitution and this Act:

The Words "Treasurer" and "Clerk" shall mean the Treasurer and Clerk for the Time being respectively appointed by the Managers under the Authority of this Act:

The Expressions "Institution" and "House of Refuge" shall mean *Dorward*'s House of Refuge for the Destitute in *Montrose*, established under the Deed of Constitution and this Act:

The Expression "Inmates" shall mean the Pauper Inmates of the House of Refuge.

Managers incorporated.

II. That from and after the passing of this Act the Reverend *Alexander Anderson*, Minister of the Seceding Congregation or United Presbyterian Church, *Mill Street*, *Montrose*, the Reverend *Henry Hyslop*, Minister of the Burgher Kirk (now called the United Presbyterian Church), *John Street*, *Montrose*, *James Calvert* Writer in and present Provost of *Montrose*, *David Sutherland* Fishcurer in *Montrose*, and One of the Bailies of the said Burgh, *Alexander Cowie*, residing in *Panmure Terrace*, *Montrose*, *William Barclay* Boot and Shoemaker in *Montrose*, *John Muckart* Starch Manufacturer in *Montrose*, *John Dow* Bookseller in *Montrose*, *Robert Faddie* Rope and Sail Maker in *Montrose*, and Dean, Preses, or Chairman of the Guildry Incorporation of *Montrose*, *John Guthrie* Merchant in *Montrose*,

rose, *David Hill* Banker in *Montrose*, *William Jameson* Merchant in *Montrose*, *Alexander Lindsay* Banker in *Montrose*, *David Smith* Merchant in *Montrose*, *James Smith* Residenter in *Montrose*, *John Walker* Candle Manufacturer in *Montrose*, *Robert Moodie* Kirk Treasurer of the Parish of *Montrose*, *Robert Cheyne* Flaxdresser in *Montrose*, *James Edwards* Tailor and Clothier in *Montrose*, *David Fettes* Wright in *Montrose*, *James Birnie* Shipbuilder in *Montrose*, *Alexander Forrest* residing at *Hillside* near *Montrose*, *John Baillie* residing at *Hillside* near *Montrose*, and *Samuel Burgess* residing at *Hillside* near *Montrose*, being the present Trustees or Managers of the House of Refuge, and their Successors in Office, to be from Time to Time nominated and appointed or assumed under and in virtue of the Provisions of the said recited Deed of Constitution, shall be and are hereby united and incorporated as One Body Politic and Corporate, by the Name and Style of "The Managers of *Dorward's* House of Refuge for the Destitute in *Montrose*," and shall by that Name have perpetual Succession and a Common Seal, with Power to change, alter, and make new the same as shall be judged expedient; and they and their Successors in Office may by that Name sue and be sued in any Actions, Suits, or other Proceedings at Law or in Equity.

Funds vested in the Managers.

III. That from and after the passing of this Act all Lands and Heritages of whatsoever Nature or Tenure, Monies, Stocks, Funds, and Securities, and other Property, heritable and moveable, real and personal, of or belonging to or held in trust for or on behalf of "*Dorward's* House of Refuge for the Destitute," under or by virtue of the said recited Deed of Constitution and Trust Disposition, or otherwise, now vested in or held by the Trustees or Managers of the House of Refuge, or in or by any other Person or Persons whomsoever, and whatever may be the Terms in which the Rights and Titles of the said Monies and Property, or any Part thereof, may have been taken, shall, without any new Conveyance or Investment, be and the same are hereby vested in the Managers, and their Successors in Office, hereby incorporated as aforesaid, for the Ends, Uses, and Purposes, and under the Burdens and Conditions specified in the Deed of Constitution and Trust Disposition, or in this Act, in the same Manner and as effectually as if the Deeds or Instruments under which the said Monies and Property are now invested or owing were conceived and taken in favour of the Managers, and that without any Deeds of Transference or Conveyance by the Persons in whose Favour such Deeds and Instruments may have been conceived and taken.

Managers may acquire and hold

IV. That the Managers may by their Corporate Name receive and hold, for the Ends, Uses, and Purposes of the House of Refuge, all Lands

Lands and Heritages of whatever Nature or Tenure, Monies, Stocks, Funds, and Securities, and other Property, heritable or moveable, real or personal, which may hereafter and from Time to Time be conveyed, given, or bequeathed by any Person to or for the Benefit of the House of Refuge. Lands and other Property.

V. That the Managers shall lay out and invest the Monies, Funds, or Capital of the House of Refuge, directed to be set aside for its Support as aforesaid, on good and approved Heritable Securities over Lands and other Heritages situated in any Part of *Scotland*, or in the Purchase of Feu Duties or Ground Annuals payable from and out of Lands and other Heritages situated in any Part of *Scotland*, or in the Purchase of Government Stocks or Securities, or of the Stock of the Bank of *England*, or of any Bank in *Scotland* incorporated by Act of Parliament or Royal Charter; and all Bonds, Dispositions, Assignations, Conveyances, Transfers, and other Deeds and Instruments granted for or in reference to such Loans or Investments shall be conceived and taken to and in favour of the Managers, under their Corporate Name; and it shall be lawful for the Managers at any Time to call up and realize the Sums already lent out and invested by the Managers, or to be lent out and invested under the Authority of this Act, and to sell the Stocks and Securities so to be purchased; and all Discharges, Dispositions, Assignations, Conveyances, Transfers, or other necessary Deeds and Instruments granted in Name of the Managers, and signed by any Three of their Number, and sealed with their Common Seal, as herein-after provided, shall be sufficient and effectual to and shall fully exonerate the Persons to whom or in whose Favour the same shall be granted; and it shall be lawful for the Managers to re-invest in like Manner, from Time to Time, the Sums so called up and realized, or the Proceeds of the Stocks or Securities so sold, or such Part thereof as may not be required for the Purposes aforesaid: Provided always, that it shall be lawful for the Managers to lay out and invest the said Monies, or any Part thereof, in the Purchase of Government Stocks or Securities, or the Stock of the Bank of *England*, or of any Bank in *Scotland* incorporated as aforesaid, in the Names of any Three of their Number, to be nominated by them for that Purpose, and to take from the Managers so to be nominated such Declarations of Trust or Obligations as to the Managers shall appear necessary for effectually binding the Managers so to be nominated to hold such Government Stocks or Securities, or Bank Stocks, and all Interest, Dividends, and Profits thereof, from Time to Time at and subject to the Disposal and Control of the Managers in regard to the purchasing, selling, and transferring from Time to Time such Stocks or Securities, and receiving and accounting for and paying over the Interest, Dividends, and Profits to become due thereon as aforesaid. Investment of the Funds.

VI. That

Dorward's Estate.

After Deduction of certain Sums, the Income of the Residue to merge in the Endowment Fund.

VI. That after the annual Payment of the Sum of Twenty-four Pounds to the said *Elizabeth Lyall*, the Sum of Fifty Pounds for the Support of a Soup Kitchen, the Sum of Twenty-five Pounds for the Purchase and Distribution of Coals among the Poor, and Ten Pounds to the Destitute Sick Society, the Balance of the free yearly Income from the Residue of the Estate and Effects of the said *William Dorward* shall merge in and be added to the free Income arising out of the said Endowment Fund, as One united Income or common Fund for the general Support of the House of Refuge; and out of such united Income the Managers shall annually defray the Expenses incurred in the Maintenance, Clothing, and Education of the Inmates of the House of Refuge, the Salaries to the Chaplain and Medical Attendant, and the Treasurer, Clerk, Teachers, Superintendent, and Matron, and all other necessary Officers and Servants, Taxes, Repairs on Buildings, the Purchase and repairing of Furniture and Furnishings for the House of Refuge, and whole other annual Expenses connected with the due Maintenance and Support of the House of Refuge, and the several Objects thereof: Provided always, that in the future annual Employment or Expenditure of such united Income, the Managers shall not permit any Increase in the Scale of supporting and clothing the Inmates beyond that which has been heretofore adopted, and that the Support, Clothing, and Treatment of the Inmates shall remain as nearly as possible as hitherto applied and administered, and as prescribed by the Deed of Constitution.

Produce of Employment of Inmates, &c. to be applied in the same Manner as the Income.

VII. That all Monies arising from the Work or Employment of the Inmates, and all annual Profits derivable in any way from the House of Refuge, together with the annual Interest or Income arising from any Gift, Donation, or Endowment which may be made or bequeathed by any Person at any future Period for the Benefit of the House of Refuge, shall be held and applied in the same Manner in all respects as the free Balance of the said united Income is herein directed to be held and applied by the Managers.

Managers may acquire Lands and Buildings, and enlarge existing Buildings.

VIII. That it shall be lawful for the Managers to lay out and apply the Sum of Four thousand Pounds out of the said residuary Fund in the Purchase of additional Ground adjacent to the House of Refuge, in the Erection of additional Buildings or the Enlargement of the present Buildings, or the Alteration, Removal, or rebuilding of any Part thereof, where necessary or expedient for the Accommodation of the Inmates and the Purposes of the House of Refuge, and in discharging any current Expenses or Claims due in respect of the House of Refuge.

Assumption of Trustees regulated.

IX. That as often as it shall be requisite to assume new Trustees to act under the Trust Disposition, by reason of the Death or Removal

moval or Resignation of any of the present or future Trustees, it shall be lawful for the surviving and acting Trustees to nominate and assume such new Trustees by a Deed or Instrument in the Form of the Schedule to this Act annexed, or as near as may be, and such Deed or Instrument, upon being duly signed by a Quorum of the Trustees specially authorized to that Effect by any Meeting of the Trustees called for the Purpose of such Nomination and Assumption, shall be held in all respects valid and sufficient, any Law or Practice to the contrary notwithstanding; and such assumed Trustees shall, after their Acceptance severally of such Appointment, (and without the Necessity of having such Deed or Instrument recorded,) have and be entitled to the same Powers, Rights, and Privileges as Trustees and Executors under the said Trust Disposition and Settlement and Codicils, and the same Duties shall be incumbent upon them as if they had been originally named or appointed therein.

Alteration of Qualification of Electors and of elected Managers.

X. That from and after the passing of this Act all Heritors in the Landward Part of the Parish of *Montrose* having and holding Property upon Tacks or Leases of Nine hundred and ninety-nine Years and upwards, and paying for the Property so leased an annual Rent or Tack-Duty of Six Pounds or upwards, and also all Male Tenants resident in the said Parish, and holding Lands and Possessions in Lease within the Landward Part of the said Parish for any Period less than Nine hundred and ninety-nine Years, but for which they individually pay an annual Rent of not less than One hundred Pounds, shall be held and deemed to be Heritors in the Sense of the Deed of Constitution, and shall be entitled to vote in the Election of or to be elected as Managers of the House of Refuge, in the Manner provided by the Deed of Constitution, and shall have and be entitled to all the Privileges conferred upon Heritors by the Deed of Constitution, anything therein contained to the contrary notwithstanding.

Managers not to hold Offices or Places of Profit.

XI. That any Person who, at any Time after his Appointment or Election as a Manager, shall accept or continue to hold any Office or Place of Profit in connexion with the House of Refuge shall thenceforth cease to be a Manager, and his Office of Manager shall thereupon become vacant.

Committees may be appointed.

XII. That it shall be lawful for the Managers at any Annual, General, or Monthly Meeting to appoint any Three or more of their Number to be a Committee for any special Purpose connected with the Execution of this Act, with such Powers as the Managers shall deem expedient; and the Actings of such Committees shall always be subject to the Approval of the Managers.

Power to appoint Teachers within the House of Refuge.

XIII. That it shall be lawful for the Managers from Time to Time to appoint such Teachers as they may consider proper for the Instruction, within the House of Refuge, of the Children who are Inmates thereof in a sound moral and religious Education, and also for training them in such Branches of useful Trades or Employments as may the better fit them for earning the Means of their future Subsistence; and the Expenses of such Instruction shall be defrayed out of the said united Income in manner herein directed.

Appointment and Removal of Officers and Servants.

XIV. That it shall be lawful for the Managers to appoint such Treasurer, Clerk, Chaplain, Medical Attendant, Teachers, Superintendent, and Matron, or other Officers and Servants, as they shall think necessary and proper for the due Management and Administration of the Affairs and Superintendence of the House of Refuge and the Inmates thereof, and for effecting the several Ends, Uses, and Purposes of the Deed of Constitution and Trust Disposition, and carrying this Act into execution, and to assign to the several Persons so appointed the Performance of such Duties, and allow and pay to them such reasonable and proper Salaries and Remuneration as may be deemed requisite, the great Purposes of the Institution being always secured and provided for; and it shall also be lawful for the Managers, when and as often as they may deem it expedient, and upon Notice being given to that Effect at any Monthly Meeting immediately preceding, and upon Payment of such Compensation as may be requisite, to remove or dismiss any such Officers and Servants, and to appoint other Persons in the Places of the Officers and Servants so removed.

Byelaws may be made.

XV. That it shall be lawful for the Managers from Time to Time, at any of their Annual or Monthly Meetings, and upon Intimation being given to that Effect at the Meeting immediately preceding, to make all such Byelaws, Rules, and Orders as they shall think fit and necessary for the Management and Government of the House of Refuge, and all Matters connected therewith, and for the Nomination, Appointment, and Regulation of the Inmates, Officers, and Servants, and other Persons employed in and about the same, and for the proper keeping of the Accounts of the Funds of the House of Refuge, and auditing and publishing the same, and for the Regulation of the Meetings and Elections of the Managers, and to alter or rescind such Byelaws, Rules, and Orders, or any Part thereof: Provided always, that such Byelaws, Rules, and Orders shall not be repugnant to the said Deed of Constitution or Trust Disposition, or to the Law of *Scotland*, or the true Intent and Meaning of this Act.

Income to be received by the Trea-

XVI. That the Receipt of the Treasurer alone (he having found Security for his Intromissions to the Amount of not less than Eight

hundred

hundred Pounds,) for the Interest, Dividends, or annual Income or Produce of the accumulated Capital or Funds of the House of Refuge shall be a sufficient Discharge for the Monies therein expressed to be received, and shall fully exonerate the Persons paying the same, who shall be in noways concerned with the Application thereof; and an Account shall be kept in the Name of the Managers with the Bank in the Town of *Montrose* used by the said *William Dorward* during his Life, and since his Death by the Managers, or in some Bank incorporated by Act of Parliament or Royal Charter as the Managers shall direct, into which Account the Treasurer shall from Time to Time pay to the Credit of the Managers the whole Sums received by him, and which Account shall be operated upon by Drafts or Orders signed by the Treasurer, who shall apply the Sums drawn in Payment of the current Expenditure connected with the House of Refuge as is herein-before directed, and which Account shall be closed and balanced on the Fifteenth Day of *December* in each Year.

surer, and paid into Bank.

XVII. That as often as any Principal Sums forming Part of the Capital or Funds of the House of Refuge shall be paid up, or otherwise come into the Hands of the Managers, such Sums shall immediately thereafter be deposited in such Bank as aforesaid, upon a Deposit Receipt in Name of the Managers, and shall only be drawn out and received upon the Receipt granted therefor being endorsed by the Treasurer, and by Three of the Managers specially appointed for that Purpose at any monthly or other Meeting of the Managers.

Principal Sums to be lodged in Bank.

XVIII. That the Managers shall keep or cause to be kept Minute Books in which all their Transactions shall be regularly recorded, and which shall at all Times be open to the Inspection of all the Managers; and the Managers shall also cause Books to be kept by the Treasurer, or by such Persons as they shall appoint, in which there shall be entered an Account of the whole Monies received and paid by the Managers or the Treasurer for or on account of the House of Refuge, and of the Manner in which the same have been applied and disposed of; and such Books shall be closed and balanced on the Fifteenth Day of *December* in each Year, and shall, within One Month after that Date, be docqueted by a Quorum of the Managers, and audited by some properly qualified Person to be appointed by the Managers; and a Statement of the Receipts and Expenditure for the Year preceding that Date shall be made out and printed on or before the First Day of *February* in each Year, and a Copy of such Statement shall be deposited in the Office of the Treasurer, and shall there remain for One Month, during which Time the same shall be open to public Inspection without Fee or Reward.

Books and Accounts to be kept by the Managers.

XIX. That

Managers may dismiss Inmates.

XIX. That it shall be lawful for and incumbent upon the Managers, at any of their Annual or Monthly Meetings, to dismiss or remove from the House of Refuge any of the Inmates who shall, after their Admission thereto, incur or become subject to any of the Disqualifications specified in the Deed of Constitution as disqualifying Individuals from Admission into the House of Refuge; and it shall also be lawful for the Managers at any of their Annual or Monthly Meetings, upon a Recommendation made by the House Committee of the House of Refuge, and satisfactory Grounds adduced in support of such Recommendation, to dismiss, for any Cause which to the Managers shall seem adequate, any Inmate whose Dismissal shall in their Opinion be necessary or proper towards the Maintenance of the Discipline and Character of the House of Refuge; and no Persons so dismissed shall, by themselves, or by any Person on their Behalf, have any Claim or Demand whatsoever upon the Managers, or upon the House of Refuge, or the Funds thereof.

Deeds and Writings how to be executed.

XX. That all Deeds or Writings hereafter to be executed by the Managers, relating to or affecting the Property, heritable or moveable, of the House of Refuge, (except as herein otherwise provided,) shall be signed by any Three of the Managers specially named and appointed for that Purpose at any of the Monthly or other Meetings of the Managers, and by the Treasurer, and the Seal of the Managers shall be affixed to all such Deeds and Writings; and such Deeds and Writings, being so signed and sealed, and otherwise tested according to the Law and Practice of *Scotland* where such Solemnities are required, shall be deemed and held to be the Deeds and Writings of the Managers.

Summonses or Notices how to be served or given.

XXI. That any Summons, Notice, Writ, or other Proceeding at Law or in Equity, requiring to be served on the Managers, may be served by being delivered to the Treasurer personally, or by being left at his Dwelling Place; and in case there shall be no Treasurer, or in case his Place of Abode shall not be known, then such Summons, Notice, Writ, or other Proceeding may be served by being delivered to the Clerk personally, or by being left at his Dwelling Place; and failing such Clerk, then by being delivered to any Three of the Managers personally, or by being left at their respective Dwelling Places.

Deed of Constitution and Trust Disposition to remain in force.

XXII. That the said recited Disposition and Assignation or Deed of Constitution, and also the said recited Trust Disposition and Settlement, and Codicils and Letters, by the said *William Dorward* (in so far as the Purposes of the same are unexecuted and unfulfilled), shall stand and subsist, and have full Force, Validity, and Effect in their

their respective Articles, Clauses, Conditions, Declarations, and Provisions, except in so far as the same are or may be altered, modified, and explained by this Act.

Saving Rights.

XXIII. Saving and reserving unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Legatees and Annuitants under the Trust Disposition, and to all and every other Person, Body Politic or Corporate, and his or their Heirs, Executors, and Successors, (other than and except the Trustees and all other Persons claiming or entitled under or by virtue of the Trust Disposition, or any Person now or hereafter to be entitled to the Benefit of the House of Refuge, or to the Residue of the Trust Estate and Effects of the said *William Dorward*,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of the said Trust Estate, Property, and Effects hereby vested in the Managers, as they or any of them had before the passing of this Act, or could or might have had or claimed or enjoyed in case this Act had not been passed, anything herein contained to the contrary thereof in any way notwithstanding.

Expenses of Act.

XXIV. That the whole Expenses of applying for, obtaining, and passing this Act shall be paid out of the Trust Estate and Funds hereby vested in the Managers.

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

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

SCHEDULE referred to in the foregoing Act.

By virtue of an Act passed in the Year of the Reign of Her Majesty Queen Victoria, intituled "An Act for explaining "and modifying the Provisions of the Deed of Constitution of Dor- "ward's House of Refuge for the Destitute in Montrose, and of the "Trust Disposition and Settlement of William Dorward, Merchant "in Montrose, and Codicils thereto, and for incorporating and "enlarging and defining the Powers of the Managers of the said "House of Refuge, and for other Purposes relating thereto," and of the said Trust Disposition and Settlement, which is dated the Thirty-first Day of January One thousand eight hundred and thirty-nine, and recorded in the Burgh Court Books of Montrose the Fourteenth Day of April One thousand eight hundred and forty-eight, we [*insert Names and Designations*], being a Quorum of the surviving and acting Trustees and Executors under the said Trust Disposition and Settlement, and the several Codicils thereto, which are recited in the said Act, do hereby nominate and assume *A. B.* of and *C. D.* of to be Trustees and Executors under the said Trust Disposition and Settlement and Codicils, in the Room and Place of *E. F.* of who died on the Day of last, and *G. H.* of who has removed from Montrose, and has resigned his Office of Trustee and Executor [*or as the Case may be*]. In witness whereof [*insert Testing Clause according to the Law of Scotland*].

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