



**CHAPTER cxc.**

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Blyth Hall (Transfer). A.D. 1914.  
[28th August 1914.]

**W**HEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament: 62 & 63 Vict.  
c. 47.

Be it therefore enacted by the King'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:—

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed. Confirmation  
of Order in  
schedule.
2. This Act may be cited as the Blyth Hall (Transfer) Order Confirmation Act 1914. Short title.

A.D. 1914.

SCHEDULE.

## BLYTH HALL (TRANSFER).

*Provisional Order to transfer the Blyth Hall Newport and the endowments thereof to the provost magistrates and councillors of the burgh of Newport and for other purposes.*

WHEREAS the late Isabella Blyth or Kerr (hereinafter called "the donor") wife of William Kerr who resided in the village of Newport in the county of Fife erected in or about the year one thousand eight hundred and seventy-six a public hall ante-rooms and offices in connection therewith in the said village and by deed of gift (hereinafter called "the deed of gift") dated eleventh April and recorded in the Division of the General Register of Sasines applicable to the county of Fife for publication on the seventh day of June both in the year one thousand eight hundred and seventy-six executed by the donor with the special advice and consent of and by her said husband gave granted disposed conveyed and made over to and in favour of certain persons therein named as Trustees for the purposes therein expressed (the said Trustees and their successors in office being hereinafter referred to as "the Trustees") the lot or piece of ground upon which the said buildings had been erected together with the said public hall ante-rooms and other erections thereon:

And whereas the deed of gift provided that the subjects and buildings thereon should be held by the Trustees "in trust  
" for the inhabitants of the town of Newport and its vicinity  
" to be used in all time coming as a public hall ante-rooms  
" offices and others in connection therewith" and it is inter alia thereby declared that "on no ground or pretext whatever shall  
" the same be diverted to or used for any purpose whatever  
" other than a public hall and ante-rooms offices and others in  
" connection therewith" and that "the same shall only be used  
" for temporary purposes such as lectures concerts assemblies  
" public meetings and other public purposes not implying any  
" permanent or prolonged occupation of the premises by any  
" person whomsoever or any section of the community to the  
" exclusion of the above public purposes":

And whereas the deed of gift also provided and declared that the said hall should in all time coming be called "The Blyth Hall": A.D. 1914.

And whereas the sole control and management of the said hall was by the deed of gift vested in the Trustees who were thereby authorised and empowered to make and prescribe such restrictions rules regulations and charges for and upon the use thereof as they might from time to time consider reasonable and proper:

And whereas the donor (who after the death of the said William Kerr became the wife of the now deceased William Young Blyth Martin merchant Dundee and was thereafter known as Isabella Blyth Martin) made various further donations for the purpose of defraying the cost of alterations and improvements effected upon the original buildings and to make up various deficiencies arising from time to time on the Trustees' accounts:

And whereas the community of Newport having in the year one thousand eight hundred and eighty-seven adopted the now repealed General Police and Improvement (Scotland) Act 1862 and the area of Newport having thereby been constituted a burgh administered by commissioners elected in pursuance of that Act an addition was made to the Blyth Hall buildings in or about the year one thousand eight hundred and eighty-nine for the purpose inter alia of providing municipal offices for the burgh and the accommodation of the said commissioners the cost of which addition was defrayed out of a sum of money provided by the donor:

And whereas that portion of the Blyth Hall buildings erected to provide municipal offices for the burgh of Newport was (notwithstanding the provision in the deed of gift that the Blyth Hall buildings were to be used for temporary purposes only and for public purposes not implying any permanent or prolonged occupation of the premises) erected on the express understanding that the same was to be let to the said commissioners for a period of years and was so let:

And whereas by her trust disposition and settlement dated the thirtieth day of April one thousand eight hundred and ninety and along with three relative codicils recorded in the Books of Council and Session on the twenty-fourth day of November one thousand eight hundred and ninety-eight the

A.D. 1914. donor bequeathed to the Trustees inter alia the sum of one thousand pounds sterling :

And whereas upon the death of the said William Young Blyth Martin which occurred on the eighteenth day of December one thousand nine hundred and six the testamentary trustees of the donor in exercise of the power conferred upon them to that effect allocated to the Trustees out of the residue of the estate of the donor the sum of two thousand pounds :

And whereas the donor who by the sixth purpose of her said trust disposition and settlement established a trust partly for the benefit of indigent gentlewomen and partly for the benefit of a number of poor women over sixty years of age to be called the "Blyth's Benevolent Trust" (the trustees under which are hereinafter referred to as "the trustees of Blyth's Benevolent Trust") also provided by her said trust disposition and settlement as follows "and having in view the possibility " however improbable or remote that the income from the " Blyth Hall at Newport and from the money bequeathed to " the trustees of the said hall and from any other sums coming " into the hands of the Blyth Hall trustees may in some years " be insufficient to maintain the said hall in a state of reason- " able efficiency therefore I hereby appoint the Trustees acting " under this sixth purpose of my settlement to pay out of the " first and readiest of the income of the trust thereby consti- " tuted such sums as they shall consider to be necessary to " prevent the hall from falling into decay and to make up any " sum by which in any year the revenue from the hall may " fall short of what in their opinion may be really necessary " expenditure Having regard to my recent gift of one thousand " five hundred and fifty pounds for new buildings upon the " Blyth Hall property which will entirely fall into the hall " trustees in fifteen years I consider such contingency most " improbable " :

And whereas before the arrangement come to in the year one thousand eight hundred and eighty-nine with the said commissioners of the burgh of Newport who thereafter in virtue of the provisions of the Town Councils (Scotland) Act 1900 became the provost magistrates and councillors of the burgh of Newport (hereinafter referred to as "the town council") the Blyth Hall was not self-supporting and it was in consequence of this fact that the donor from time to time made the various gifts before referred to :

And whereas notwithstanding the addition to the income accruing to the Trustees from the rent paid by the town council the Trustees until recently continued to experience difficulty in making their income suffice to meet the necessary expenditure: A.D. 1914.

And whereas the accommodation afforded by that portion of the Blyth Hall buildings erected in the year one thousand eight hundred and eighty-nine to provide municipal offices for the town council is now no longer sufficient for the requirements of the said burgh:

And whereas the Trustees are satisfied that it would not be expedient for them even if they had the power to encroach upon the capital of their endowments or to borrow money on the security of the Blyth Hall buildings for the purpose of enlarging the portion thereof presently occupied by the town council as municipal offices and in any case the prohibition in the deed of gift against letting for prolonged occupation would render any such expenditure useless:

And whereas it is the intention of the town council upon the transfer hereinafter mentioned being effected to alter and enlarge at their own cost that part of the Blyth Hall buildings presently occupied by the town council as municipal offices so as to make the said offices sufficient for the requirements of the said burgh:

And whereas in the circumstances aforesaid the Trustees believing it to be in the public interests have agreed to transfer the Blyth Hall buildings and endowment fund to the town council upon the footing that the said buildings and fund shall be held by the town council in trust for behoof of the inhabitants of the burgh and its vicinity and that the said buildings with the exception of the portion thereof occupied by the town council as aforesaid shall continue to be used in all time coming in accordance with the directions of the deed of gift and upon the footing that the present Trustees and their predecessors in office will be discharged and exonerated of their whole actings and intromissions with the trust estate under their charge and that the Trustees and the trustees of Blyth's Benevolent Trust will be relieved of all future liability to contribute towards the upkeep of the said buildings and it is expedient that such transfer be sanctioned as hereinafter provided and that the powers hereinafter mentioned in respect thereto be conferred upon the town council:

[Ch. cxc.]                      *Blyth Hall (Transfer) Order*                      [4 & 5 GEO. 5.]  
*Confirmation Act, 1914.*

A.D. 1914.                      And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899 :

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Short title.                      1. This Order may be cited as the Blyth Hall (Transfer) Order 1914.

Commence-  
ment of  
Order.                      2. This Order shall except as otherwise in this Order provided commence and have effect on, and from the date of the passing of the Act confirming the same which date is hereinafter referred to as "the commencement of this Order."

Interpreta-  
tion.                      3. In this Order unless there be something in the subject or context repugnant to such construction—

The expression "the burgh" means the burgh of Newport in the county of Fife;

The expression "the town council" means the provost magistrates and councillors of the burgh;

The expression "the donor" means the late Isabella Blyth or Kerr wife of the late William Kerr and afterwards wife of the late William Young Blyth Martin all of whom resided in the burgh;

The expression "the deed of gift" means the deed of gift executed by the donor and the late William Kerr dated the eleventh day of April and recorded in the Division of the General Register of Sasines applicable to the county of Fife for publication on the seventh day of June both in the year one thousand eight hundred and seventy-six;

The expression "the Blyth Hall" means and includes the land described in the First Schedule to this Order the buildings thereon and the contents of such buildings;

The expression "the endowments" means the securities and sums of money specified in the Second Schedule to this Order under deduction of any expenses chargeable against the same under this Order;

The expression "the Trustees" means the Trustees acting at the commencement of this Order under the deed of gift;

The expression "Blyth's Benevolent Trust" means the trust established under the sixth purpose of the recited trust disposition and settlement of the donor dated the thirtieth day of April one thousand eight hundred and ninety; A.D. 1914.

The expression "the trustees of Blyth's Benevolent Trust" means the trustees acting under the sixth purpose of the said trust disposition and settlement of the donor.

4.—(1) Subject to the provisions of this Order the Trustees shall within four months from the commencement of this Order transfer assign convey and make over to the town council the Blyth Hall and the endowments and shall execute and deliver to and in favour of the town council all such dispositions or assignments of the same as may be necessary in that behalf and shall be bound at the request of the town council to execute and do and concur in executing and doing all deeds and acts for making up and completing a title or titles in name of the town council to the Blyth Hall and the endowments and on the completion of such title or titles the Blyth Hall and the endowments shall become and shall thenceforth be transferred to and vested in the town council subject to the provisions of this Order and thenceforth the town council in their own name shall subject as aforesaid have and hold the Blyth Hall and the endowments (which transfer and vesting is in this Order referred to as "the transfer").

Transference of Blyth Hall and other property to town council.

(2) Upon the completion of the transfer the whole rights and interests of the Trustees in the Blyth Hall and the endowments shall cease and the trust created by the deed of gift shall be determined.

(3) If any difference shall arise between the Trustees and the town council with respect to the form provisions or sufficiency of any of the documents to be executed or the deeds or acts to be executed or done by the Trustees in accordance with the provisions of subsection (1) of this section such difference shall on the application of either the Trustees or the town council be determined by arbitration under this Order.

5. The agreement between the Trustees and the town council as set forth in the Third Schedule to this Order is hereby confirmed and made binding upon the parties thereto.

Confirming agreement between Trustees and town council.

A.D. 1914.  
Use and ad-  
ministration  
of Blyth  
Hall.

6. The town council shall subject to and in accordance with the provisions of the agreement set forth in the Third Schedule to this Order hold and maintain the Blyth Hall together with the furniture and effects specified in the said agreement for the use and behoof of the inhabitants of the burgh and its vicinity and subject to the provisions of the said agreement and this Order shall have and may exercise all the powers in that behalf contained in the Burgh Police (Scotland) Acts 1892 to 1903 and any Act amending the same for and with respect to the maintenance and repair of the Blyth Hall and any extensions or alterations thereof and for the making of byelaws rules and regulations for regulating the use of the Blyth Hall and fixing the charges to be made by the town council in respect of the use of portions thereof for the purposes in the said agreement mentioned to the same effect as if the said hall had been erected or acquired under the said Acts and for the purpose of enabling the town council to impose a general improvement rate to provide for the expense of administering the said hall and any other expenses payable by the town council under this Order the passing of the Act confirming this Order shall be deemed equivalent to a resolution to make provision for the general improvement of the burgh in terms of the said Acts.

Compensa-  
tion.

7. Within three months after the completion of the transfer the town council shall pay to Francis Ernest Scott the secretary and treasurer of the Trustees by way of compensation for loss of office the sum of forty pounds.

Power to  
town council  
to borrow.

8. The town council may subject to the consent of the Secretary for Scotland but not otherwise and in manner authorised by and subject to the provisions of the Burgh Police (Scotland) Acts 1892 to 1903 borrow from time to time on the security of the general improvement rate of the burgh such moneys as the town council may require for the following purposes (that is to say):—

- (1) For payment of the compensation for loss of office to Francis Ernest Scott the sum of forty pounds:
- (2) For payment of the portion of the costs charges and expenses to be paid by the town council in pursuance of the provisions of this Order such sum as may be necessary :



- (3) For payment of the costs incurred by the town council A.D. 1914.  
in altering and extending the Blyth Hall and any  
extensions thereof (in so far as such costs are not  
defrayed out of the revenue accruing from the  
endowments or out of the general improvement rate  
of the Burgh which the town council are hereby  
authorised to apply for that purpose) such sum or  
sums as may be necessary.

Any moneys borrowed under this section shall notwithstanding anything in the Burgh Police (Scotland) Acts 1892 to 1903 contained be repaid by the town council within such period as the Secretary for Scotland may prescribe and the Secretary for Scotland shall have and may exercise in relation to such consent as aforesaid all the powers of section 93 of the Local Government (Scotland) Act 1889 Provided that any moneys borrowed for the purpose mentioned in (2) of this section shall be repaid within a period of five years after the commencement of this Order.

9.—(1) On and after the completion of the transfer this Order shall operate as a full and complete discharge and exoneration to the Trustees and their predecessors in office of their whole actings and intromissions in connection with the Blyth Hall and with the endowments and funds administered by them or any of them under the deed of gift and shall free and relieve them of all liability past present or future with regard thereto. Order to  
operate as  
discharge.

(2) On and after the completion of the transfer the trustees of Blyth's Benevolent Trust and their trust estate shall be freed and relieved in all time coming of all obligations imposed upon them by the recited trust disposition and settlement of the donor with respect to the upkeep and maintenance of the Blyth Hall.

10. Any difference arising under this Order between the Trustees and the town council prior to the completion of the transfer shall be referred to and determined by the sheriff of the county of Forfar as sole arbiter and his decision shall be final. Arbitration.

11. All costs charges and expenses of and incidental to the preparing for obtaining and confirming this Order or otherwise in relation thereto and to the transfer together with the expenses referred to in Article Sixteenth of the agreement set Costs of  
Order.

[Ch. cxc.] *Blyth Hall (Transfer) Order* [4 & 5 GEO. 5.]  
*Confirmation Act, 1914.*

A.D. 1914. — forth in the Third Schedule to this Order shall be paid by the Trustees as to two-thirds thereof out of the income from the endowments and in so far as such income may be insufficient for the purpose out of the capital of the endowments prior to the transfer and by the town council as to the remaining one-third thereof either in the option of the town council out of the general improvement rate of the burgh or out of moneys to be borrowed under the authority of this Order.

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The SCHEDULES referred to in the foregoing Order.

THE FIRST SCHEDULE.

Referred to in the section of which the marginal note is  
"Interpretation."

All and whole that lot or piece of ground being part of that field called the Kilburn field and extending to seventy-nine poles and sixty-six decimal parts of a pole imperial standard measure or thereby and now bounded as follows viz. On the east by the Manse property of Newport Parish Church on the west by the Newport Public School property on the south by a street called Scott Street and on the north by a street called Blyth Street one-half of the said street on the south and the whole of the said street on the north so far as they bound the said lot or piece of ground being included in the measurement thereof which subjects lie in the Police Burgh of Newport parish of Forgan and shire of Fife together with the teinds parsonage and vicarage thereof and being the subjects particularly described in a feu contract entered into between John Berry of Tayfield of the first part and Isabella Blyth or Kerr wife of William Kerr sometime engineer in Dundee afterwards residing at East Newport and the said William Kerr of the second part dated twenty-seventh and thirtieth March and recorded in the Division of the General Register of Sasines applicable to the county of Fife on the twentieth day of April all in the year one thousand eight hundred and seventy-six.

THE SECOND SCHEDULE.

A.D. 1914.

Referred to in the section of which the marginal note is  
 " Interpretation."

1. Feu duty of £28 per annum payable half yearly and secured over subjects at Millar Place Edinburgh.
2. Heritable loan secured over subjects Nos. 1 and 2 Hill Terrace Wormit Fife - - - - - £750
3. Heritable loans secured over subjects 26 Forest Park Road Dundee - - - - - £900
4. Cash in bank - - - - - £150

THE THIRD SCHEDULE.

Referred to in the section of which the marginal note is " Confirming agreement between trustees and town council."

AGREEMENT between and among JOHN PETRIE ROBERTSON Esquire engineer Dundee and residing in Newport DAVID PIRIE Esquire merchant Dundee and residing in Newport THOMAS POLLARD STEWART Esquire Medical Practitioner residing in Newport JOHN CAMPBELL LOW Esquire Merchant Dundee and residing in Newport JOHN ADAM ST. QUENTIN LENG Esquire newspaper proprietor Dundee and residing in Newport WILLIAM THOMSON Esquire shipowner Dundee and residing in Broughty Ferry WILLIAM NEISH WALKER Esquire manufacturer Dundee and residing at Balgersho Coupar Angus and ROBERT THOMSON LEITCH Esquire the present provost of the burgh of Newport the Trustees presently acting under the deed of gift executed by the late Mistress ISABELLA BLYTH or KERR wife of William Kerr Esquire who resided in Newport with the special advice and consent of her said husband and by the said William Kerr for himself his own right and interest and as taking burden on him for his said wife and by them both with joint consent and assent dated eleventh April and recorded in the Division of the General Register of Sasines applicable to the county of Fife for publication on the seventh day of June both in the year one thousand eight hundred and seventy-six as also in the Books of the Lords of Council and Session for preservation on the second day of May one thousand nine hundred and seven of the first part and the PROVOST MAGISTRATES AND COUNCILLORS OF THE BURGH OF NEWPORT of the second part :

A.D. 1914. WHEREAS by the said deed of gift (hereinafter called "the deed of gift") the said deceased Mistress Isabella Blyth or Kerr (hereinafter called "the donor") with the special advice and consent of the said William Kerr her husband and the said William Kerr for himself his own right and interest and as taking burden on him for his said wife and they both with joint consent and assent on the recital that the donor having resolved to erect a public hall in Newport for the benefit and use of the inhabitants thereof as in memory of her deceased brothers Henry Blyth sometime merchant and spinner in Dundee afterwards residing in Newport Thomas Blyth sometime merchant and spinner in Dundee afterwards residing there and Charles Blyth sometime engineer in Dundee and afterwards residing at Castle Garden Craig who were greatly attached to the village and it being requisite that provision should be made for the present and future management thereof gave granted disposed conveyed and made over to and in favour of William Robertson Esquire engineer in and then provost of Dundee and residing in Newport Harry Walker Esquire merchant Dundee and residing in Newport the said William Kerr John Leng Esquire of Kinbrae Newport Alexander Scott Esquire banker Dundee and residing in Newport Alexander Fairweather Esquire residing in Newport and John Stewart doctor of medicine also residing in Newport all now deceased and to the chief magistrate for the time being of Newport when and so soon as the inhabitants of Newport might adopt any Act of Parliament whereby that office might be created and to those who should be nominated and appointed in place of or to succeed to the said William Robertson Harry Walker William Kerr John Leng Alexander Scott Alexander Fairweather and John Stewart in manner hereinafter provided as Trustees for the purposes hereinafter expressed (the said Trustees and their successors in office being hereinafter referred to as "the Trustees") all and whole the lot or piece of ground particularly described in the deed of gift together with the public hall ante-rooms and other erections erected or to be erected by the donor and the said William Kerr on the said piece of ground but declaring as it was by the deed of gift specially provided and declared that the same was granted in trust always for the uses ends and purposes and under the conditions provisions and declarations therein written:

And whereas the deed of gift provided that the subjects and buildings thereon should be held by the Trustees "in trust for the  
" inhabitants of the town of Newport and its vicinity to be used in  
" all time coming as a public hall ante-rooms offices and others in  
" connection therewith" and it is inter alia thereby declared that "on  
" no ground or pretext whatever shall the same be diverted to or  
" used for any purpose whatever other than a public hall and ante-  
" rooms offices and others in connection therewith" and that "the

“ same shall only be used for temporary purposes such as lectures  
“ concerts assemblies public meetings and other public purposes not  
“ implying any permanent or prolonged occupation of the premises  
“ by any person whomsoever or any section of the community to the  
“ exclusion of the above public purposes without prejudice to the  
“ Trustees using or allowing the said buildings or any part thereof  
“ to be used as a library and reading rooms for the use of the  
“ inhabitants of Newport provided such occupation does not interfere  
“ with the above public use of the hall and ante-rooms as in connection  
“ therewith” : A.D. 1914.

And whereas the deed of gift also provided and declared that the said hall should in all time coming be called “ The Blyth Hall ” :

And whereas the sole control and management of the said hall was by the deed of gift vested in the Trustees who were thereby authorised and empowered to make and prescribe such restrictions rules regulations and charges for and upon the use thereof as they might from time to time consider reasonable and proper :

And whereas the deed of gift provides for the nomination and appointment of new Trustees in room and place of Trustees dying resigning or becoming legally incapacitated for the holding of meetings of the Trustees the keeping of accounts and other matters of administration :

And whereas the donor and the said William Kerr had prior to the date of the deed of gift feued from the proprietor of the estate of Tayfield the lot or piece of ground disposed by the deed of gift and had erected thereon out of funds provided by the donor a public hall ante-rooms and offices in connection therewith at a cost of four thousand one hundred pounds or thereby :

And whereas the donor who after the death of the said William Kerr became the wife of the now deceased William Young Blyth Martin merchant Dundee and was thereafter known as Mistress Isabella Blyth Martin continued to take a very active interest in the affairs of the Blyth Hall Trust and not only provided the money to enable the Trustees to redeem the feu duty payable in respect of the subjects upon which the hall buildings had been erected but made various further donations for the purpose of defraying the cost of alterations and improvements effected upon the original buildings and to make up various deficiencies arising from time to time on the Trustees' accounts :

And whereas the community of Newport having in the year one thousand eight hundred and eighty-seven adopted the now repealed General Police and Improvement (Scotland) Act 1862 and the area of Newport having thereby been constituted a burgh administered by

[Ch. cxc.] *Blyth Hall (Transfer) Order* [4 & 5 GEO. 5.]  
*Confirmation Act, 1914.*

A.D. 1914. — commissioners elected in pursuance of that Act an addition was made to the Blyth Hall buildings in or about the year one thousand eight hundred and eighty-nine for the purpose inter alia of providing municipal offices for the burgh and the accommodation of the said commissioners the cost of which addition was defrayed out of a sum of one thousand five hundred and fifty pounds provided by the donor for the express purpose of enabling the Trustees to make the said addition subject however to the stipulation that she and her heirs executors and representatives whomsoever should receive interest on the said sum at the rate of three and three quarters per centum per annum for the period of fifteen years :

And whereas that portion of the Blyth Hall buildings erected to provide municipal offices for the burgh of Newport was notwithstanding the provision in the deed of gift that the Blyth Hall buildings were to be used for temporary purposes only and for public purposes not implying any permanent or prolonged occupation of the premises erected on the express understanding that the same was to be let to the said commissioners for a period of years and was so let originally for a period of fifteen years and after that for a further period of five years to the provost magistrates and councillors of the said burgh (hereinafter referred to as "the town council") the successors under the Town Councils (Scotland) Act 1900 of the said commissioners which last-mentioned period expired at Martinmas one thousand nine hundred and ten and the town council has since continued to occupy the said premises as yearly tenants :

And whereas by her trust disposition and settlement dated the thirtieth day of April one thousand eight hundred and ninety and along with three relative codicils dated respectively twenty-sixth February one thousand eight hundred and ninety-five sixteenth November one thousand eight hundred and ninety-eight and sixteenth November one thousand eight hundred and ninety-eight all recorded in the Books of Council and Session on the twenty-fourth day of November one thousand eight hundred and ninety-eight the donor bequeathed to the Trustees portraits of her brothers Henry Blyth Thomas Blyth and Charles Blyth and also a portrait of herself and her husband to be hung in the Blyth Hall and also bequeathed to the Trustees the sum of seventy-five pounds to provide and erect in the Blyth Hall a memorial tablet of marble to the memory of her brothers David and John and a further sum of two hundred pounds for a similar memorial tablet of herself as donor of the hall and she further bequeathed to the Trustees a marble bust of herself to be erected or affixed in the wall of the said hall and she further bequeathed to the Trustees for the uses of the said hall the sum of five hundred pounds sterling afterwards increased by the said codicil dated twenty-sixth February

one thousand eight hundred and ninety-five to the sum of one thousand pounds sterling : A.D. 1914.

And whereas the said legacies were under deduction of legacy duty paid and delivered to the Trustees shortly after the death of the donor which occurred on the nineteenth day of November one thousand eight hundred and ninety-eight :

And whereas upon the death of the said William Young Blyth Martin which occurred on the eighteenth day of December one thousand nine hundred and six the testamentary trustees of the donor in exercise of the power conferred upon them to that effect allocated to the Trustees out of the residue of the estate of the donor the sum of two thousand pounds which was paid or accounted for to the Trustees under deduction of legacy duty on the fifteenth day of May one thousand nine hundred and seven :

And whereas the donor who by the sixth purpose of her said trust disposition and settlement established a trust partly for the benefit of indigent gentlewomen and partly for the benefit of a number of poor women over sixty years of age to be called "Blyth's Benevolent Trust" (the trustees under which are hereinafter referred to as "the trustees of Blyth's Benevolent Trust") also provided by her said trust disposition and settlement as follows "and having in view the  
" possibility however improbable or remote that the income from the  
" Blyth Hall at Newport and from the money bequeathed to the  
" trustees of the said hall and from any other sums coming into the  
" hands of the Blyth Hall trustees may in some years be insufficient  
" to maintain the said hall in a state of reasonable efficiency therefore  
" I hereby appoint the trustees acting under this sixth purpose of my  
" settlement to pay out of the first and readiest of the income of the  
" trust thereby constituted such sums as they shall consider to be  
" necessary to prevent the hall from falling into decay and to make  
" up any sum by which in any year the revenue from the hall may  
" fall short of what in their opinion may be really necessary expen-  
" diture Having regard to my recent gift of one thousand five  
" hundred and fifty pounds for new buildings upon the Blyth Hall  
" property which will entirely fall into the hall trustees in fifteen  
" years I consider such contingency most improbable" :

And whereas before the arrangement come to with the said commissioners of the burgh of Newport in the year one thousand eight hundred and eighty-nine the Blyth Hall was not self-supporting and it was in consequence of this fact that the donor provided the money to redeem the feu duty and from time to time made the various gifts before referred to to make up deficiencies arising on the accounts :

And whereas notwithstanding the addition to the income accruing to the Trustees from the rent paid by the town council and the relief

A.D. 1914. — obtained in consequence of the redemption of the feu duty the Trustees continued to experience difficulty in making their income suffice to meet the necessary expenditure even after the legacy of one thousand pounds bequeathed to them by the donor placed them in possession of an endowment fund and it was not until after the term of Martinmas one thousand nine hundred and four when the liability for payment of the interest on the sum of one thousand five hundred and fifty pounds gifted by the donor in the year one thousand eight hundred and eighty-nine came to an end and the endowment fund was augmented by the share of the residue of the donor's estate allocated by her testamentary trustees to the Trustees that the Trustees could regard the financial position as satisfactory :

And whereas the accommodation afforded by that portion of the Blyth Hall buildings erected in the year one thousand eight hundred and eighty-nine to provide municipal offices for the town council is now no longer sufficient for the requirements of the said burgh :

And whereas the Trustees are satisfied that it would not be expedient for them even if they had the power to encroach upon the capital of their endowment fund or to borrow money on the security of the hall buildings for the purpose of enlarging that portion of the Blyth Hall buildings presently occupied by the town council as municipal offices but in any case the prohibition in the deed of gift against letting for prolonged occupation would render any such expenditure useless :

And whereas it is the intention of the town council upon the transfer hereinafter mentioned being made to alter and enlarge at their own cost that part of the Blyth Hall buildings presently occupied by the town council as municipal offices so as to make the said offices sufficient for the requirements of the burgh :

And whereas in the circumstances aforesaid the Trustees believing it to be in the best interests of all parties concerned have agreed to transfer the Blyth Hall buildings and endowment fund to the town council upon the footing that the present trustees and their predecessors in office will be discharged and exonerated of their whole actings and intromissions with the trust estate under their charge and that the Trustees and the trustees of Blyth's Benevolent Trust will be relieved of all future liability to contribute towards the upkeep of the said buildings :

And whereas it is right and proper that the agreement between the parties and the terms and conditions of the transfer and the various incidents attending the same should be reduced to writing Therefore the parties have agreed and do hereby agree as follows videlicet:—



First The Trustees shall transfer assign dispo<sup>n</sup>e convey and make over absolutely without any price or other consideration therefor to the town council and the town council shall take over the lot or piece of ground particularly described in and dispo<sup>n</sup>ed by the deed of gift together with the public hall known as the "Blyth Hall" and the hall known as the Small Hall and the ante-rooms and offices in connection with the said halls and the whole other buildings and erections on the said lot or piece of ground and the whole parts privileges and pertinents thereof and together also with the whole fittings and fixtures and the whole furniture and plenishing including the portraits memorial tablets and bust referred to in the recital and other articles of furniture therein and thereon: A.D. 1914:

Second The Trustees shall also assign transfer convey and make over absolutely and without any price or other consideration therefor to the town council and the town council shall take over the whole endowments which have from time to time been placed in the hands of the Trustees for the maintenance repair and upkeep of the Blyth Hall property and the securities upon which the said endowments are invested under deduction of the costs charges and expenses which it is hereinafter provided shall be paid out of the said endowments:

Third The said ground and buildings and the said endowments shall be held by the town council in trust for behoof of the inhabitants of the burgh of Newport and its vicinity and the hall portion of the property including the Small Hall that is to say the whole buildings with the exception of the portion occupied by the town council as municipal offices shall be used in all time coming as public halls and ante-rooms offices and others in connection therewith but only for temporary purposes such as lectures concerts assemblies public meetings and other public purposes not implying any permanent or prolonged occupation of the premises by any person whomsoever or any section of the community to the exclusion of the above public purposes and on no ground or pretext whatever shall the same be diverted to or used for any other purpose without prejudice however to the town council using or allowing the said buildings or any portion thereof to be used as a library and reading rooms for the use of the inhabitants of the said burgh provided such occupation does not interfere with the above public use of the halls and ante-rooms in connection therewith:

Fourth The town council shall have the sole control and management of the Blyth Hall buildings and may make and prescribe such restrictions rules regulations and charges for and

[Ch. cxc.]                      *Blyth Hall (Transfer) Order*    [4 & 5 GEO. 5.]  
    *Confirmation Act, 1914.*

A.D. 1914.

upon the use thereof as they may consider reasonable and proper:

Fifth The subjects shall be called and known in all time coming as "The Blyth Hall":

Sixth The memorial tablets portraits and marble bust referred to in the recital shall remain in their present positions and be preserved by the town council in all time coming:

Seventh The endowments shall be earmarked and set aside and shall be held by the town council under the name of "The Blyth Hall Endowments" and the revenue therefrom shall be applied by the town council in all time coming primo loco in or towards defraying the cost of maintaining and keeping in repair the hall portion of the property and secundo loco in or towards payment of rates taxes expenses of management including the payment of wages to a hallkeeper and other necessary outgoings appertaining to the hall portion of the property:

Eighth In respect the Trustees have recently spent a large sum of money in embellishing and otherwise improving the halls the town council shall be bound not only to maintain the halls and ante-rooms in connection therewith in good order both externally and internally but also to maintain them in the same excellent condition as they exist at present in all time coming whether the revenue from the endowments and from the letting of the halls be sufficient for that purpose or not:

Ninth The object of the transfer of the property and endowments being to make it reasonably certain that the municipal offices of the town council shall continue to be on the Blyth Hall property the town council shall be bound forthwith to alter and enlarge at their own cost the present municipal offices so as to make them sufficient so far as can be reasonably foreseen to serve as municipal offices for the burgh for the future as well as for the present:

Tenth The town council shall pay to Francis Ernest Scott the secretary and treasurer of the Blyth Hall Trust by way of compensation for loss of office the sum of forty pounds:

Eleventh The date of the town council's entry to the said ground and buildings shall be the date of the passing of the Act confirming the Provisional Order hereinafter mentioned and the said endowments shall be made over to them as at the same date The Trustees shall keep the existing fire policies in force up to the date of entry and the same shall immediately on the execution hereof be endorsed so as to cover the interest of the town council in the subjects assured:

Twelfth The town council shall be bound to pay and free and relieve the Trustees of all public parochial and local burdens and proportions thereof payable in respect of the Blyth Hall property from and after the term of Whitsunday prior to the said date of entry the Trustees relieving the town council of all such due at or prior to the said term: A.D. 1914.

Thirteenth The town council shall take the 'Trustees' title to the ground and buildings as it stands and since no burdens affecting the subjects have been created by the Trustees they shall not be bound to furnish searches of incumbrances nor to purge the record of any incumbrances which may be disclosed by any search procured by the town council:

Fourteenth Within a specified period from the date of the passing of the Act confirming the Provisional Order hereinafter mentioned the Trustees shall execute and deliver to the town council a disposition and conveyance in favour of the town council of the said ground and buildings but always with and under and subject to the whole burdens conditions provisions stipulations obligations restrictions prohibitions and others specified and contained in the title to the said subjects or otherwise affecting the same The said disposition shall contain a clause of warrandice by the Trustees from their own proper facts and deeds allenary and all other usual and necessary clauses The Trustees shall also execute and deliver to the town council all dispositions assignations conveyances transfers or other deeds or writings necessary for transferring to the town council the said endowments and the investments upon which the same have been laid out Such deeds shall also contain where appropriate a clause of warrandice on the part of the Trustees but from their own proper facts and deeds allenary and the Trustees will grant no warrandice as to the sufficiency of the securities upon which the said endowments are invested:

Fifteenth As on and from the date on which the Trustees shall have conveyed and made over to the town council the said ground and buildings and endowments the Trustees shall be held to be absolutely finally and for ever exonerated and discharged of their whole actings transactions intromissions and management with the funds property and assets of the trust created by the said deed of gift and of and from all obligations incurred or undertaken by the Trustees and remaining undischarged and all liabilities and obligations incurred or undertaken by the Trustees and remaining undischarged shall be transferred to and imposed upon the town council and the town council shall be bound not only to free and relieve the Trustees of all

[Ch. cxc.] *Blyth Hall (Transfer) Order* [4 & 5 GEO. 5.]  
*Confirmation Act, 1914.*

A.D. 1914.  
—

such liabilities and obligations but shall also be bound to free and relieve the Trustees and the trustees of Blyth's Benevolent Trust of all obligations incumbent upon them for the upkeep and maintenance of the Blyth Hall property :

Sixteenth All expenses that have been or may be incurred by the Trustees or by the town council or by the trustees of Blyth's Benevolent Trust in connection with the negotiations leading up to this agreement or in connection with this agreement or incidental thereto and all expenses that may be incurred in carrying the same into effect including the expense of obtaining Parliamentary sanction to this agreement and the expenses of transferring to the town council the said ground and buildings and endowments and the securities upon which the same have been invested shall be paid as to two-thirds thereof by the Trustees and as to the balance thereof by the town council :

Seventeenth This agreement is made subject to the approval of the Secretary for Scotland and Parliament and to such alterations and modifications as the Secretary for Scotland or Parliament may think fit to make herein. The Trustees and the town council shall make application under the Private Legislation Procedure (Scotland) Act 1899 to the Secretary for Scotland for a Provisional Order to transfer the said ground and buildings and the said endowments from the Trustees to the town council and this agreement shall be subject as aforesaid be scheduled to and confirmed by said Provisional Order. Should any alteration or modification be made on this agreement during the progress of the Draft Provisional Order or of the confirming Bill which in the opinion of the arbiter after-named is material it shall be competent to either the Trustees or the town council to abandon or withdraw from this agreement :

Eighteenth All questions and differences which may arise between the parties as to the true intent and meaning of these presents or the implement thereof are hereby submitted and referred to the amicable decision final sentence and decree arbitral of the sheriff of the county of Forfar as sole arbiter whose decision shall be final and binding upon all parties :

Lastly The parties hereto consent to the registration hereof for preservation and execution.

In witness whereof these presents are executed in triplicate this being the principal by the said provost magistrates and councillors of the burgh of Newport at a meeting of the town council of the

*Confirmation Act, 1914.*

said burgh held at Newport on the third day of March nineteen hundred and fourteen by being signed by Robert Thomson Leitch Provost presiding at said meeting and by John Scrimgeour town clerk of the said burgh the common seal of the said burgh being at same time affixed all by authority of and in presence of said meeting and before these witnesses George Scrymgeour journalist Dundee and residing in Newport and Joseph Weeks burgh surveyor Newport and residing there and they are subscribed by a majority and quorum of the said Trustees as follows videlicet By the said John Petrie Robertson David Pirie John Adam St. Quentin Leng William Thomson and Robert Thomson Leitch all at Dundee on the fifth day of said month of March and year last above mentioned before these witnesses James Mitchell Gray and Robert Lindsay Robertson both solicitors Dundee by the said Thomas Pollard Stewart at Newport on the sixth day of said month of March and year last above mentioned before these witnesses Helen Young cook in the employment of the said Thomas Pollard Stewart and residing at Lovaine Villa Newport and John Hewat medical practitioner of Woodstock Cape Town South Africa presently acting as assistant to the said Thomas Pollard Stewart and by the said William Neish Walker at Pitlair Springfield Fife on the said sixth day of said month of March and year last above mentioned before these witnesses Helen Munro sick nurse residing at six Garland Place Dundee and the said Robert Lindsay Robertson.

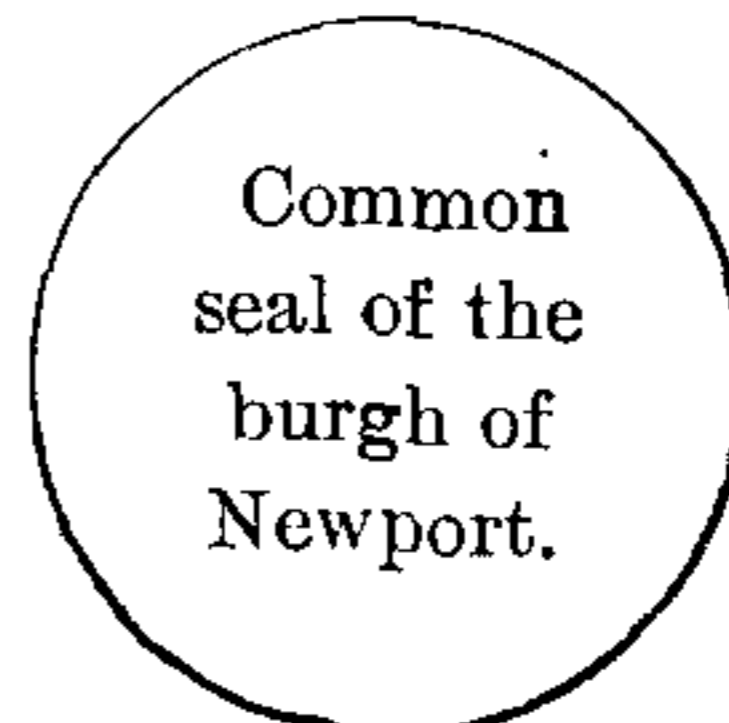
A.D. 1914.

HELEN MUNRO Witness.  
R. LINDSAY ROBERTSON Witness.  
JAMES M. GRAY Witness.  
R. LINDSAY ROBERTSON Witness.  
HELEN YOUNG Witness.  
JOHN HEWAT Witness.

JOHN P. ROBERTSON.  
WM. N. WALKER.  
DAVID PIRIE.  
T. P. STEWART.  
JOHN A. LENG.  
WM. THOMSON.  
ROB. T. LEITCH.

GEORGE SCRYMGEOUR Witness.  
JOS. WEEKS Witness.

ROB. T. LEITCH Provost.  
JOHN SCRIMGEOUR Town Clerk.



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