



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 1.

An Act to incorporate the Trustees under the Trust Disposition and Settlement of *Francis Simpson* Esquire, of *Plean*, and to explain the said Trust Disposition and Settlement.

[23d June 1864.]

**W**HEREAS *Francis Simpson* Esquire, of *Plean*, by his Trust Disposition and Deed of Settlement, dated the Twenty-sixth Day of *January* One thousand eight hundred and twenty-nine, and registered in the Books of Council and Session in *Scotland* the Sixth Day of *April* One thousand eight hundred and thirty-one, disposed, assigned, conveyed, and made over to and in favour of *Sir Thomas Livingstone* of *Westquarter*, Baronet, *Sir Gilbert Stirling* of *Larbert*, Baronet, *James Horseburgh* Esquire, of the *India House*, *London*, *Peter Heywood* Esquire, Post Captain in the Royal Navy, *John Burn Murdoch* Esquire, of *Coldoch*, *Alexander Dallas*, Writer to the Signet, and *Mr. William Buchanan* of the Navy, residing at *Grahamston*, and to the Acceptors and Survivors or Acceptor and Survivor of them, and to such Trustees as they might assume to act along with them by virtue of the Powers thereby granted to them, the Majority of the Trustees acting for the Time being a Quorum while more than One Trustee should be acting,

Trust Disposition and Settlement, dated 26th January 1829, and registered in the Books of Council and Session 6th April 1831.

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and to the Assignees of the Trustees or Trustee acting for the Time, all and sundry Lands and other Heritable Subjects, all Debts and Sums of Money, Heritable and Moveable, Real or Personal, and all moveable Goods and Effects, of whatever Denomination the same might be, Heirship Moveables included, that should belong to him at his Decease, with the Title Deeds of such Lands, and all Bonds or Bonds and Dispositions in Security, which should have been granted for Money lent out by him, and generally all Documents, Vouchers, and Instructions of Debt which he might hold at his Decease, and particularly without Prejudice of the said Generality; in the first place, all and whole the following Parts and Portions of the Lands and Barony of *Plean*, viz., those Parts of the Lands of *Cushingquarter* and of the Lands of *Broomielands* and *Touchhill* which lie on the West Side of the great Turnpike Road leading from *Falkirk* to *Stirling*, also the Lands of *Craigmead*, the Lands of *Pankhill Park*, the Lands of *Scones*, the Lands of *Aitkens Glen* or *Glenside*, the Lands of *Muircroft*, the Lands of *Gartincaber*, the Lands of *Muirmailing*, and the Lands of *Woodcockfauld*, with the Woods of *Aitkens Glen* and *Pleanbank*, also the Lands of *Stankgreen*, and that Part of the Lands of *Garwhinnie* which lies to the Eastward of a straight Line drawn from the East Corner of the Farm of *West Town* of *Plean* to the Place where the March of the Farm of *Pleanmuir* joins with the March of the Farm of *Muirmailing*, the Remainder of the said Lands of *Garwhinnie* lying to the West of the said Line having been disposed by him the said *Francis Simpson* to Captain *Ninian Lewis*, all lying in the Parish of *St. Ninians*, except the Lands of *Gartincaber*, which lie in the Parish of *Dunipace* and Shire of *Stirling*, with the Teinds of the said whole Lands, Houses, Biggings, Yards, and whole Parts, Pendicles, and Pertinents, Coals, Coalheughs, Mines, Minerals, Woods, Fishings, and whole Parts and Pendicles thereof, and in the second place all and whole those Parts of the said Lands and Barony of *Plean* acquired by the deceased *James Thomson*, Merchant in *Stirling*, from *John Campbell* of *Carbrook*, viz., these Parts of the Lands of *Cushingquarter Easter* and *Wester* which lie on the North-west of a Fence or Hedge running from the King's Highway along the North Side of *Cardrowan* or *Slattyburn Park* to the Houses of *Easter Cushingquarter* or near thereto, which Hedge is to be the March between the Lands thereby disposed and the Lands of *Carbrook* belonging to the said *John Campbell*, also Part of the Lands of *Touchhill*, all lying on the East Side of the great Turnpike Road leading from *Falkirk* to *Stirling*, consisting of One hundred and eight Acres and a Half, or thereby, *Scotch Measure*, as sometime possessed by *James Robertson William Dunn* and certain Feuars, all which Lands are delineated on a Plan thereof made by *William Drummond* in the Year One thousand eight hundred and three, and subscribed by the said *James Thomson*

and

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and *John Campbell* on the Fifteenth Day of *August* One thousand eight hundred and seven, and bounded on the North-east and South by the Lands of Lord *Dunmore* and of the said *John Campbell*, lying in the Parish of *Saint Ninians* and County of *Stirling*, with the Teinds of the said whole Lands, Houses, Biggings, Yards, and whole Parts, Pendicles, and Pertinents, Coals, Coalheughs, Mines, Minerals, Woods, Fishings, and whole Pertinents thereof, reserving to the said *John Campbell* and his Heirs and Successors the Road already formed leading from the *Cushingquarter Road* to the Park called the *Face of Cardrowan*, as also a Part of the Rock in the said *John Campbell's* Lands of *Hollings* in the Parish of *Larbert*, the said Rock lying at a little Distance from the Back of *William Walker's* House, extending Twenty-three Yards in Length by Fourteen Yards in Breadth of Surface, to be worked in manner and for the Purposes specified in a Disposition in favour of him the said *Francis Simpson* of the said last-mentioned Lands, dated the Seventeenth and Twenty-second Days of *November* One thousand eight hundred and twenty-three, and recorded in the Books of Session the Fourteenth Day of *January* One thousand eight hundred and twenty-four, together with all Right, Title, and Interest which he the said *Francis Simpson*, or his Predecessors or Authors, had to the said Lands and others, with Powers to his said Trustees upon his Decease to enter into the Possession of the Estates, Debts, and Effects generally and particularly therein-before disposed and assigned, to make up all Titles necessary for vesting the same in their Persons, to sell and dispose of such Lands and Heritages (except the Lands therein-before disposed lying on the East Side of the great Turnpike Road, which, or Part of them, are thereby directed to be reserved for the Purpose therein-after mentioned), and that by Public Roup or Private Bargain, and to uplift, and if necessary sue for, assign, convey, or discharge, such Debts and Sums of Money, and to grant Dispositions, Assignations, and other Writs necessary, binding him and his Heirs in absolute Warrantice, where they might find that expedient, also to submit all Claims that he might have against others, or which others might have against him, also to appoint Factors, Commissioners, or Cashiers, of their own Number or otherways, for whom they should not be answerable, and to do all and everything necessary for carrying the Trust thereby committed to them into effect; and further, the said *Francis Simpson* thereby constituted his said Trustees, and the Survivors and Acceptors or Survivor and Acceptor of them, to be his Executors, with Power to give up Inventories, expedite Confirmations, and to do everything competent by Law to that Office, but in trust always for the Ends, Uses, and Purposes following; *viz.*, in the first place, for Payment of all his just and lawful Debts and for implementing all Obligations that might be incumbent on him at his Decease, for Payment of the

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Expense

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Expense of carrying the said Trust into execution, and for Payment to each of the said Trustees who should undertake the Execution of the Trust of One hundred Guineas as a Mark of his Esteem for them; secondly, for Payment of the following Sums of Money to the Persons therein-after named, or their respective Heirs, *viz.*, to Miss *Diana Joliffe*, his Grand-daughter, and Daughter of the deceased *George Joliffe* Esquire, Commander of a Ship from *Bombay* in *India*, and Mrs. *Frances Simpson*, then *Heywood*, Ten thousand Pounds, to Mrs. *Mary Templeman*, his reputed Daughter and Spouse of *George Templeman*, sometime Clerk in the Admiralty Office, in Liferent, for her Liferent Use only, during all the Days of her Life, and exclusive of the *jus mariti* and Right of Administration of her then present or any future Husband, and to her Children in Fee, Five thousand Pounds, to the said *James Horseburgh* One thousand Pounds, to his Son *James* Five hundred Pounds, to his Daughter *Jane Frances* Five hundred Pounds, to the Reverend *Andrew Ferrier*, sometime Tutor to his late Son, and as a Recompense for his Attention to him, One thousand Pounds, to the said *Alexander Dallas* Five hundred Pounds, to the said *William Buchanan* Five hundred Pounds, and to *William Leslie*, his Servant, One hundred Pounds, besides the Sum of One hundred Pounds for which the said *William Leslie* held a Note or Obligation from him, the said Sums being all Sterling Money, and all which Sums mentioned under that and the preceding Head of the said Trust Disposition and Settlement were to be paid free of all Deductions and of the Tax or Legacy Duty payable to Government for them, which was to be paid out of the Residue of his Funds, and were all to be payable at the First Term of *Whitsunday* or *Martinmas* that should happen Six Months after his Decease, with Interest thereafter during the Notpayment, and One Fifth of Penalty in case of Failure; thirdly, he appointed the Residue and Remainder of his Funds and Proceeds of his Estates, after answering the foresaid Purposes, to be applied as follows, *viz.*, Two thousand Pounds thereof to be secured as therein-after mentioned for behoof of Persons as therein-after described belonging to the Parish of *Saint Ninians*, One thousand Pounds for behoof of such Persons belonging to the Parish of *Falkirk*, One thousand Pounds for behoof of such Persons belonging to the Parish of *Larbert*, and One thousand Pounds to the Society in *Edinburgh* for behoof of the destitute Sick, the Three former of the last-mentioned Sums to be, as soon after his Decease as convenient, lent out and secured by his said Trustees in the Names of the Ministers and a Quorum of the Kirk Sessions of these several Parishes, and the Interest from Twelve Months after his Decease to be applied by the said Ministers and Kirk Sessions for the Relief and Behoof of indigent diseased and sick Persons resident in the said Parishes, and that over and besides such Subsistence

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Subsistence or Allowance to which such Persons might be entitled from the Poor's Funds of or by legal Assessment upon the Heritors or Inhabitants of the said Parishes, it being his Intention and Instruction that the Interest of the said last-mentioned Sums should in no Case be applied in any way which could have the Effect of alleviating or lessening the legal Assessments for Maintenance of the Poor of the said Parishes, and the last of the said Sums to be payable Six Months after his Decease; and in accordance with what he knew would have been the Wish of his late beloved Son *William Simpson* Esquire, and to perpetuate his Affection for him, and the Respect due to the Memory of his Virtues, he thereby appointed and directed his said Trustees or Trustee acting for the Time to retain unsold the Lands thereby disposed in the second place, lying on the East Side of the great Turnpike Road, or such Part thereof as they or he might deem expedient for the Purposes of the said Trust, and upon the Lands so to be retained unsold to cause to be erected, upon such Scale or Plan as to the said Trustees or Trustee should seem proper and adequate, an Asylum, to be called *William Simpson's Asylum*, for the Reception, Residence, and Entertainment of indigent or reduced Men of advanced Age who might be destitute of the Means of Subsistence and incapable of procuring these Means by Industry, recommending in preference Persons who might have served in the Navy or Army, but without limiting the Trustees to that Description of Persons, and leaving the Claims of Applicants for the Benefits of such Institution entirely to the Judgment and Decision of the Trustees or Trustee acting for the Time, and he recommended that the said Buildings might be completed within Three Years after his Decease, and perpetually from and after that Period, or the Completion of the said Buildings, he appointed and directed the Trustees or Trustee acting for the Time to apply the Rents and Interests of what should remain of the said Residue of his whole Estate and Funds for the Entertainment, alimending, and clothing of the Persons who should be admitted to the Benefit of such Institution, subject always to the necessary Expense of an adequate Establishment for regulating and conducting the Institution upon such Plan of Economy and according to such Rules and Regulations as the Trustees or Trustee acting for the Time should establish and fix, and with Power to the Trustees to class the Persons who should be admitted according to the Situation in Society from which they should be taken, and other Circumstances, and to adapt their Entertainment and Terms of Admission accordingly, and to deprive of the Benefit of the Institution such of the Persons admitted as might, in the Opinion of the Trustees, conduct themselves improperly and deserving Expulsion; and he directed that the Trustees should appoint Two Half-yearly Meetings, at which the Accounts of Receipts and Expenditure of the Funds of the Establishment should be examined, and the general Management taken under  
Consideration

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Consideration and reported upon, and the Report engrossed in a Book to be kept for that Purpose, and he appointed the Sum of Ten Pounds to be paid to each Trustee who should attend such Half-yearly Meetings, for defraying the Expense of his Attendance; further, he thereby authorized and empowered the Trustees or Trustee acting for the Time, so soon and as often as their Number should be reduced to a less Number than Three, to elect and assume One or more Trustees to act along with them in the Execution of the Trust, so as that there might be always Three acting Trustees, and no greater Number, after those thereby named should be reduced to that Number acting, and so soon as by Non-acceptance, Death, or Resignation of the Trustees thereby appointed by him, it should so happen that none of them should be acting in the Management of the said Institution, he provided and declared that the Sheriff Depute of the County of *Stirling* at the Time, and his Successors in Office in all Time thereafter, and in his Absence the Sheriff Substitute, and upon the next Vacancy in the Trust, or at the same Time if the Number should not be complete, the Minister of the Parish of *Saint Ninians* and his Successors should become and be Trustees, and should be vested with the same Powers in the Management and Administration of the Institution as the Trustees thereby appointed or to be assumed, and should thereafter, as often as a Vacancy should occur in the Trust, assume a Trustee, that so the Number of Three Trustees might be completed, but in the Interim the Administration should be conducted by the Trustees vested at the Time: And whereas by a Will dated the Twenty-fifth Day of *March* One thousand eight hundred and thirty, and registered in the Books of Council and Session the Sixth Day of *April* One thousand eight hundred and thirty-one, the said *Francis Simpson*, without Prejudice to the reserved Power therein-after created, for the Favour and Affection he bore to the Persons therein-after named, did thereby legate and bequeath to them the therein following Sums of Money to be payable by his Executors thereafter nominated and appointed at the First Term of *Whitsunday* or *Martinmas* happening after his Decease, with Interest on these respective Sums thereafter till Payment should be made, *videlicet*, to *William Cadell* Esquire, of *Banton* and *Carron Park*, One thousand Pounds Sterling, to *James Cadell* Esquire, of *Grange*, the like Sum of One thousand Pounds Sterling, and to *Phillip Cadell* Esquire, of *Cramond*, the like Sum of One thousand Pounds Sterling, and he further thereby corroborated a Deed of Settlement granted by him of a former Date, so far as respected the following Persons and the following Sums thereby created, but he expressly thereby declared that the said Legacies in said Will referred to, and by said Deed of Settlement created to the said Persons therein following, should not be more than to the Extent by the said Will corroborated and confirmed, notwithstanding it should

Will dated  
25th March  
1630, and  
registered  
in Books of  
Council and  
Session 6th  
April 1861.

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should be the Case that the Amount of these said Legacies in said Will referred to be set down in that Deed of Settlement of a greater Amount than he by the said Will then declared and restricted them to, and should they be set down more in that Deed than to the Extent by the said Will to be corroborated and confirmed, he thereby expressly restricted the same to the therein following Amounts respectively, viz., to *Alexander Dallas* Esquire, Writer to the Signet, *Edinburgh*, the Sum of Five hundred Pounds Sterling and no more, to *William Buchanan* Esquire, Commander in His Majesty's Royal Navy, then presently residing at *Grahamston*, the like Sum of Five hundred Pounds Sterling and no more, to *William Leslie*, his Servant, the Sum of Two hundred Pounds Sterling and no more, and to *Ann MacLaren*, his Housekeeper, the Sum of One hundred Pounds Sterling and no more, which last-mentioned Legacies were to be payable at either of the Terms therein above mentioned that should happen first after his Decease, with Interest thereafter till Payment should be made; moreover, he thereby nominated and appointed the said *William Cadell* and *James Cadell*, and the Survivor of them, to be his Executors and Universal Intromitters, or Executor and Universal Intromitter, with his whole Goods, Gear, Debts, Sums of Money, and Effects, whatever and wheresoever situated, with full Power to them, or the Survivor of them, to make up Inventories of his whole Means and Estate, to confirm his said Testament, and to expedite the Executry of his Estate as the Law should direct, reserving always to himself full Power to alter, revoke, rescind, and cancel the said Will in whole or in part, during his Lifetime, or even on Deathbed, but declaring, should the said Will be found in his Keeping or in the Keeping of any confidential Person at the Time of his Decease, the same should be held as a delivered Evident, notwithstanding of any Law or Practice to the contrary, and he accordingly dispensed with the Delivery thereof: And whereas by a Codicil to the said Will, dated the Twenty-sixth Day of *April* One thousand eight hundred and thirty, and registered therewith in the Books of Council and Session the Sixth Day of *April* One thousand eight hundred and thirty-one, the said *Francis Simpson*, with the View of preventing any Mistake in the conducting of the Executry of his Estate, thereby corroborated not only the Nomination of Executors in his Deed of Settlement of a former Date, and which was referred to in the said Will, but confirmed and corroborated the said Will and Nomination of Executors of *William* and *James Cadell*, and the Acceptor and Survivor of them, therein contained, and his Will was that the Executors nominated and appointed in both Deeds, and surviving and accepting, should co-operate and act together: And whereas by a Codicil to the said Trust Disposition and Deed of Settlement, dated the Fourteenth Day of *February*, and registered therewith in the Books of Council and Session the Sixth

Codicil  
dated 26th  
April 1830,  
and regis-  
tered in  
Books of  
Council and  
Session 6th  
April 1831.

Codicil  
dated 14th  
February,  
and regis-  
tered in  
Books of

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Day

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Council and  
Session 6th  
April 1831.

Day of *April*, both in the Year One thousand eight hundred and thirty-one, the said *Francis Simpson* made the following Alterations of and Additions to his said Trust Disposition; first, he declared that the same should take effect only in the event of there being no Issue of his then Marriage with Mrs. *Elizabeth Sutherland Dallas*, then *Simpson*, his Spouse, or of such Issue dying before attaining the Age of Twenty-one Years, or being married, and in case of such Issue existing and surviving him he appointed his Trustees, all therein-after named, to be Tutors and Curators to such Issue; secondly, he recalled the Nomination and Appointment of Sir *Gilbert Stirling* Baronet, *Peter Heywood* Esquire, and Mr. *William Buchanan*, as Trustees and Executors, and the Legacies to them in that Capacity, and he appointed *William Cadell* Esquire, of *Banton*, and *James John Cadell* Esquire, of *Grange*, to be Trustees and Executors under the said Trust Disposition and the said Codicil, along with the said Sir *Thomas Livingstone*, *James Horseburgh*, *John Burn Murdoch*, and *Alexander Dallas*, and failing the said *Alexander Dallas* he appointed his Son, *William Dallas*, to be a Trustee and Executor, and eventually a Tutor and Curator, with a Legacy of One hundred Guineas to each of the Persons who should act as Trustee in Terms of the said Trust Disposition; thirdly, he thereby, for the Love and Affection which he bore to his dear Wife, the said *Elizabeth Sutherland Dallas*, bequeathed to her the whole Household Furniture of every Description within his House of *Plean*, including Plate, Plated Goods, Bed and Table Linen, Books, Maps, Prints, and Paintings, and that over and above the Sum of Twenty thousand Pounds and Mournings and Aliment settled upon her by their Contract of Marriage, which his said Trustees were to pay in Terms thereof; fourthly, he bequeathed to the said Sir *Thomas Livingstone* the whole Wines and Liquors which might be in his Possession at the time of his Death, and also his Gold Chronometer; fifthly, he recalled the following Legacies or Sums of Money appointed by the said Trust Disposition to be paid to the following Persons, and for the following Purposes, *viz.*, Ten thousand Pounds appointed to be paid to *Diana Joliffe*, then Spouse of *Belcher* Esquire, One thousand Pounds appointed to be paid to the Reverend *Andrew Ferrier*, Two thousand Pounds appointed to be paid to and applied for behoof of Persons described in the Trust Disposition belonging to the Parish of *Saint Ninians*, One thousand Pounds appointed to be paid and applied for behoof of such Persons belonging to the Parish of *Falkirk*, and One thousand Pounds appointed to be paid and applied for behoof of such Persons belonging to the Parish of *Larbert*, which several Sums he desired should not be paid by his said Trustees, the said Legacies being altogether revoked; and, lastly, he appointed his Trustees to discharge gratuitously the Heritable Security for Three thousand Pounds which he held over the Lands of *Grange*, belonging to the said *James John*

Legacies.

*Cadell:*



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*Cadell*: And whereas by another Codicil to the said Trust Disposition and Deed of Settlement, dated the Twenty-sixth Day of *February*, and registered therewith in the Books of Council and Session the Sixth Day of *April*, both in the Year One thousand eight hundred and thirty-one, the said *Francis Simpson* made the following Addition and Alteration of the said Trust Disposition and relative Codicil thereto; *viz.*, for the Love and Favour he had and bore to his said Wife, Mrs. *Elizabeth Sutherland Dallas*, it was his Desire that in case she should survive him, that she should enjoy and have the Liferent of his House of *Plean*, with the Offices, Garden, and Pleasure Grounds attached thereto, and also of such Quantity of Ground as might be necessary for the Keep of Three Cows and a Pair of Horses in Grass and Forage, both Summer and Winter, during all the Days of her Lifetime, and he thereby desired and required his said Trustees before named to deliver to her the Possession thereof accordingly; and further, he bequeathed to his said Wife in absolute Property the whole Wines and other Liquors that might be in his House of *Plean* at the Time of his Decease, and also his Gold Chronometer, and in so far he recalled the Bequest of the same made in favour of the said Sir *Thomas Livingstone*, and he declared the said Codicil to be and form a Part of his said Trust Disposition; and he further thereby left and bequeathed to his said Wife, in case she should survive him, his Carriages and Carriage Horses which might be in his Possession at the Time of his Decease: And whereas by another Codicil to the said Trust Disposition and Deed of Settlement, dated the Twenty-eighth Day of *February*, and registered therewith in the Books of Council and Session the Sixth Day of *April* One thousand eight hundred and thirty-one, the said *Francis Simpson*, in order to enable his said Wife, Mrs. *Elizabeth Sutherland Dallas*, to live more comfortably in case she should survive him, did thereby, and in addition to the Provisions made upon her in their Contract of Marriage and by the Two Codicils before mentioned, give and provide to his said dear Wife, in case she should survive him, a free Liferent Annuity of Five hundred Pounds Sterling, payable half-yearly at *Whitsunday* and *Martinmas* by equal Portions, beginning the First Term's Payment thereof at the First Term of *Whitsunday* or *Martinmas* after his Decease, and the next Term's Payment thereof at the Term of *Whitsunday* or *Martinmas* thereafter, and so forth during all the Days of her natural Life, with the legal Interest of each Term's Annuity from the Time the same falls due till paid, and he desired, and required his said Trustees to make Payment thereof to her accordingly: And whereas the said *Francis Simpson* died, without leaving lawful Issue, on or about the Twenty-fifth Day of *March* One thousand eight hundred and thirty-one, leaving the before-recited Trust Disposition and Deed of Settlement, Will and Codicils unrevoked, and without leaving any other Deed or Writing than those above mentioned relating to the Regulation and Management of the

Codicil dated 26th February, and recorded in Books of Council and Session 6th April 1831.

Codicil dated 28th February and registered in Books of Council and Session 6th April 1831.

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the said Asylum: And whereas the Trustees appointed as aforesaid of the said *Francis Simpson*, with the Exception of the said *James Horseburgh*, having accepted of their said Office, entered upon the Management and Administration of the said Trust Estate, and paid the Debts and Legacies of the said *Francis Simpson*, and executed the primary Purposes of the said Trust so far as these were capable of being carried into effect: And whereas the said *Alexander Dallas* died on or about the Fourth Day of *February* One thousand eight hundred and thirty-four, and was succeeded as Trustee in the Execution and Management of the said Trust by his Son, the said *William Dallas*, in Terms of the Directions contained in the aforesaid Codicil dated the Fourteenth Day of *February* One thousand eight hundred and thirty-one: And whereas in the course of the Year One thousand eight hundred and thirty-six the Trustees completed and furnished an Asylum upon the Lands directed to be retained unsold in Terms of the said Trust Disposition and Settlement, which Asylum was opened for the Reception of Inmates in the Month of *June* One thousand eight hundred and thirty-six: And whereas by Disposition and Assigment dated the Sixth, Thirteenth, and Twenty-first Days of *January*, and recorded in the Books of Council and Session the Eighth Day of *June*, both in the Year One thousand eight hundred and forty-one, the said Sir *Thomas Livingstone*, *John Burn Murdoch*, *William Archibald Cadell*, *James John Cadell*, and *William Dallas*, surviving and acting Trustees of the said *Francis Simpson* under the said Trust Disposition and Settlement and Codicils thereto, upon the Narrative of the said Trust Disposition and Settlement, Will and Codicils of the said *Francis Simpson*, and of the Declinature of the said *James Horseburgh* to accept of the Office of a Trustee under the said Trust, and that they had completed a Title in their Persons to the whole of the Heritable and Moveable Means and Estate of the said *Francis Simpson* thereby conveyed to them, and that they had converted the whole Moveable Estate and a Part of the Heritable Estate into Money, wherewith they had paid the said *Francis Simpson's* whole just and lawful Debts and Legacies, and implemented the Obligations incumbent upon him at his Decease, with the Exceptions therein mentioned, which, on account of their Nature, it was impossible for the Trustees to discharge, but which must subsist as Burdens upon the Trust to be created by the said Disposition and Assigment, and further on the Narrative that since the Death of the said *Francis Simpson* they had, in obedience to his said Trust Disposition and Settlement, altered and added to a House which he had built before his Death, called *Cushingquarter Cottage*, and fitted it up in every way suitable for the Purposes of the Asylum mentioned in the said Trust Disposition and Settlement, and that they had from Time to Time caused to be made out, and to be examined by an Accountant, regular detailed Accounts of their

Intromissions

Disposition and Assigment by Testamentary Trustees in favour of themselves as Trustees for managing the Asylum, dated 6th, 13th, and 21st Jan., and registered in the Books of Council and Session 8th June 1841.

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Intromissions with the Estate and Effects of the said *Francis Simpson*, beginning the said Accounts at the Commencement of the said Testamentary Trustees Intromissions under the said Trust Disposition and Settlement, *videlicet*, at the Death of the said *Francis Simpson*, and ending at the Date of the said Disposition and Assignation, with a Balance of Eighty-one Pounds Six Shillings and Tenpence Sterling due to the said Testamentary Trustees, as shown by said Accounts docketted by *Thomas Robertson*, Accountant in *Edinburgh*, and also by the Trustees for *William Simpson's Asylum* therein-after mentioned, and by them as Testamentary Trustees aforesaid, and further on the Narrative that the whole Purposes of the said Testamentary Trust were then fulfilled, except as regarded the Management of the said Asylum, and the Property appropriated to the same being entirely Heritable Property, and that it was desirable that the said Testamentary Trustees should be discharged of all Actings under the said Settlements, except as regards the future Management of the said Asylum, which it was desirable to conduct under the separate Trust constituted by the said Disposition and Assignation, and that they had received the said Balance from the Trustees of the said Asylum thereby constituted, and therefore, in final Implement of the Testamentary Trust committed to them as aforesaid, they disponed, assigned, conveyed, and made over, under the Burdens therein-after mentioned, to and in favour of the said *Sir Thomas Livingstone, John Burn Murdoch, William Archibald Cadell, James John Cadell, and William Dallas*, and to the Acceptors and Survivors or Acceptor and Survivor of them, and to such Trustees as they might assume to act along with them by virtue of the Powers thereby granted to them, the Majority of the Trustees acting for the Time being a Quorum while more than One Trustee should be acting, and to the Assignees of the Trustees or Trustee acting for the Time, all and sundry Lands and other Heritable Subjects, all Debts and Sums of Money, Heritable and Moveable, Real or Personal, and all Moveable Goods and Effects, of whatever Denomination the same might be, Heirship Moveables included, that belonged to the said *Francis Simpson* at his Decease, or which then belonged to them as Testamentary Trustees foresaid, with the Title Deeds of such Lands, and all Bonds or Bonds and Dispositions in Security which were granted for Money lent out by the said *Francis Simpson*, and to which they, as his Testamentary Trustees foresaid, had Right in virtue of the said Trust Disposition and Settlement and other Writs therein mentioned, and also all Bonds or Bonds and Dispositions in Security which might have been granted for Money lent out by them as Trustees foresaid since the Death of the said *Francis Simpson*, and generally all Documents, Vouchers, and Instructions of Debt which the said *Francis Simpson* held at the Time of his Decease, or which they then held as his Testamentary

[Private.] d Trustees

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Trustees, and particularly without Prejudice to the said Generality, *inter alia*, all and whole the Lands and Estate of *Plean* as above described; and further, the said Testamentary Trustees assigned, conveyed, and made over to and in favour of the said Trustees of the said Asylum, for the Purposes particularly therein mentioned, the said Trust Disposition and Settlement and Codicils thereto in their Favour, with sundry relative Deeds therein enumerated, turning and transferring the whole Premises from them, as Testamentary Trustees foresaid, to and in favour of the said Trustees of the said Asylum and their Foresaids, whom they thereby surrogated and substituted in their full Right and Place of the Premises for ever, and with the Powers and for the Ends, Uses, and Purposes therein contained: And whereas the said Sir *Thomas Livingstone*, *John Burn Murdoch*, *William Archibald Cadell*, *James John Cadell*, and *William Dallas* were infest in the different Properties requiring Infestment which were conveyed to them by the said Disposition and Assignation above mentioned, and *inter alia* in the said Lands and Estate of *Plean*, in Terms of an Instrument of Sasine in their Favour dated the Twenty-ninth Day of *January*, and registered in the General Register of Sasines, &c. the First Day of *February* One thousand eight hundred and forty-two, and that they immediately thereafter entered on the Management of the said Trust, and which they and the Survivors of them, and the other Trustees assumed in Terms of the said Trust Disposition and Settlement of the said *Francis Simpson* to act along with them in the Management of the said Trust, have continued to manage ever since in Terms of the Provisions contained in the said Trust Disposition and Settlement of the said *Francis Simpson*: And whereas the said *William Dallas* died upon or about the Twenty-fourth Day of *February* One thousand eight hundred and fifty-one, the said Sir *Thomas Livingstone* on or about the First Day of *April* One thousand eight hundred and fifty-three, and the said *William Archibald Cadell* on or about the Nineteenth Day of *February* One thousand eight hundred and fifty-five: And whereas the said *John Burn Murdoch* and *James John Cadell*, the then Two surviving Trustees, by Trust Deed of Assumption and Disposition and Assignation dated the Sixth and recorded in the Books of Council and Session the Tenth Day of *June* One thousand eight hundred and fifty-six, nominated and appointed *William Cadell* Esquire, Manager of the Ironworks at *Cramond*, and eldest Son of the said *James John Cadell*, to be a Trustee and to act in the Execution of the said Trust; and on which Trust Deed of Assumption and Disposition and Assignation the Title of the said *John Burn Murdoch*, *James John Cadell*, and *William Cadell* was duly completed by Infestment: And whereas the said *James John Cadell* having died on or about the Thirteenth Day of *November* One thousand eight hundred and fifty-eight, the said *John Burn Murdoch* and

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and *William Cadell*, the then Two surviving Trustees, original and assumed, by Trust Deed of Assumption and Disposition and Assignation dated the Eighth Day of *December* One thousand eight hundred and fifty-eight, and recorded in the Books of Council and Session the Fifth Day of *January* One thousand eight hundred and fifty-nine, nominated and appointed *John Burn Murdoch* junior, Esquire, Advocate and eldest Son of the said *John Burn Murdoch*, to be a Trustee and to act in the Execution of the said Trust; and on which Trust Deed of Assumption and Disposition and Assignation the Title of the said *John Burn Murdoch*, *William Cadell*, and *John Burn Murdoch* junior was duly completed by Infertment: And whereas, the said *William Cadell* having died on or about the Fourth Day of *May* One thousand eight hundred and sixty-two, the said *John Burn Murdoch* and *John Burn Murdoch* junior, the then Two surviving Trustees, original and assumed, by Trust Deed of Assumption and Disposition and Assignation dated the Twenty-ninth Day of *May* and recorded in the Books of Council and Session the Third Day of *June* One thousand eight hundred and sixty-two, nominated and appointed *James Robertson* Esquire, Writer to the Signet, to be a Trustee and to act in the Execution of the said Trust; and on which Trust Deed of Assumption and Disposition and Assignation the Title of the said *John Burn Murdoch*, *John Burn Murdoch* junior, and *James Robertson* was duly completed by Infertment: And whereas the said *John Burn Murdoch*, the last of the original Trustees, died on or about the Twenty-fourth Day of *August* One thousand eight hundred and sixty-two, and so the whole Trustees named by the said *Francis Simpson* by his said Trust Disposition and Settlement, and who accepted of Office under the same, are now dead: And whereas it is provided and declared by the said *Francis Simpson* by his said Trust Disposition and Settlement, that so soon as, by Non-acceptance, Death, or Resignation of the Trustees thereby appointed by him, it should so happen that none of them should be acting in the Management of the said Institution, the Sheriff Depute of the County of *Stirling* at the Time, and his Successors in Office in all Time thereafter, and in his Absence the Sheriff Substitute, and upon the next Vacancy in the Trust, or at the same Time if the Number should not be complete, the Minister of the Parish of *St. Ninians* and his Successors, should become and be Trustees, and should be vested with the same Powers in the Management and Administration of the Institution as the Trustees thereby appointed or to be assumed, and should thereafter, as often as a Vacancy should occur in the Trust, assume a Trustee, that so the Number of Three Trustees might be completed, but in the Interim the Administration should be conducted by the Trustees vested at the Time: And whereas at a Meeting of Trustees held at *Edinburgh* upon the Fifth Day of *November* One thousand eight hundred and sixty-two, the said *John Burn Murdoch*, formerly

*John*

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*John Burn Murdoch* junior, and *James Robertson*, being the then sole surviving Trustees assumed into and acting in the Execution of the said Trust in Terms of the foregoing Direction in the said *Francis Simpson's* Trust Disposition and Settlement contained, assumed *George Moir* Esquire, Advocate, *Edinburgh*, Sheriff or Sheriff Depute of the County of *Stirling*, to be One of their Number in room of the said deceased *John Burn Murdoch*, who was the last Survivor of the original Trustees nominated by the said *Francis Simpson*: And whereas at the Date of the Execution of the said Trust Disposition and Settlement there was only One Sheriff Substitute for the County of *Stirling*, but at the present Date there are Two Sheriff Substitutes for the County: And whereas the Trust Funds and Estate of the said *Francis Simpson* have from the Time of his Death been duly managed and administered, and the Accounts thereof been properly audited, in Terms of his said Trust Disposition and Settlement, and the free Income of the Trust Funds and Landed Estates available for the Purposes of the Asylum has for several Years past been about the Sum of Nine hundred and eighty Pounds, and such Income will be increased to the Extent of about Six hundred and fifty Pounds by the Lapse of the Life-rent provided by the said *Francis Simpson* to the said Mrs. *Elizabeth Sutherland Simpson*, his Widow, afterwards Wife and now Widow of the deceased *John Borthwick* Esquire, of *Crookstone*, and of certain Annuities due from the Estate, and the free Income will be further increased by the Rents about to be received from the Tenants of the Coal Field and Minerals underlying the said Lands and Estate of *Plean*, which Minerals are only now beginning to be worked, and consequently the Number of Inmates of the said Asylum, which is at present limited to Thirty-two, may in future be greatly increased: And whereas it is expedient, in order to the due Administration of the Trust so devolved upon the said *John Burn Murdoch*, formerly *John Burn Murdoch* junior, *James Robertson*, and *George Moir*, in his Capacity of Sheriff of the County of *Stirling*, and his Successors in Office, in all Time hereafter, that they and their Successors, as Trustees upon whom the Management of the said Asylum shall yet devolve, in Terms of the Instructions of the said Trust Disposition and Settlement of the said *Francis Simpson*, and relative Deeds and Writings (herein after called the Settlement), should be incorporated, and that the said Asylum and Estates, Real and Personal, of the said Trust should be duly and validly vested in them, and other Provision be made in regard to the same; but this cannot be attained without the Authority of Parliament: May it therefore please Your Majesty (upon the humble Petition of Your Majesty's dutiful and loyal Subjects, the said *John Burn Murdoch*, *James Robertson*, and *George Moir*) 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,

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assembled, and by the Authority of the same, as follows; (that is to say,)

1. The said *John Burn Murdoch, James Robertson, and George Moir*, and the Trustees for the Time being of the before-recited Settlement of the said *Francis Simpson* and this Act, shall be and they are hereby incorporated by the Name and Style of "The Trustees of *William Simpson's Asylum*," and shall by that Name be a Body Politic and Corporate, and have perpetual Succession and a Common Seal, with Power to change and renew the same, and may by that Name sue and be sued, and have and enjoy all the Rights and Privileges of a Corporate Body: Provided that the Sheriff of the County of *Stirling* and his Substitutes shall not, by reason of his being a Trustee, or of their attending Meetings of Trustees for him, be disqualified from acting and deciding judicially in any Matter relating to the Trust Estate, or in any Action, Petition, or other Proceeding brought before him or either of them by or against the Trustees.

Incorporation of Trustees.

2. From and after the passing of this Act all Lands, 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 the said *William Simpson's Asylum*, under or by virtue of the Settlement, or of any Charter, Disposition, Conveyance, Instrument of Sasine, Lease, or other Deed or Instrument granted to or in favour of the said Trustees, or any of them, as such Trustees or otherwise, and now vested in or held by the said *John Burn Murdoch, James Robertson, and George Moir*, or any of them, as Trustees or Trustee under the Settlement, or in or by any other Person whomsoever, and whatever may be the Terms in which the Rights and Titles of such Lands, Securities, Money, and Property, or any Part thereof, may have been granted or taken, shall, without any new Conveyance or Investiture, or any continuing Title, be and the same are hereby vested in the Trustees incorporated by this Act, for the Trusts, Uses, and Purposes specified in the Settlement and in this Act, in the same Manner and as effectually to all Intents and Purposes as if the Charters, Dispositions, Conveyances, Instruments of Sasine, and other Deeds or Instruments under which the said Lands, Securities, Monies, and Property are now held, invested, or owing had been granted and taken in favour of the Trustees incorporated by this Act.

Trust Property vested in Trustees.

3. The Trustees incorporated by this Act shall have full Power to carry into execution the Purposes of the said Trust created by the said deceased *Francis Simpson of Plean*, in so far as the same are still subsisting and capable of being carried into effect.

Power to the Trustees to execute the Purposes of the Trust.

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4. The

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Trustees  
may acquire  
and hold  
Lands and  
other Pro-  
perty.

4. The Trustees may by their Corporate Name acquire and hold, for the Trusts, Uses, and Purposes specified in the Settlement, all Lands, Monies, and Property, Heritable or Moveable, Real or Personal, which may hereafter and from Time to Time be purchased and acquired by the Trustees, or conveyed, given, or bequeathed by any Person, to or for the Benefit of the Trust.

Mode of  
Investment  
of Trust  
Funds.

5. The Trustees may from Time to Time lend out and invest the Funds of the said Trust, or such Part thereof as they shall think proper, in the Purchase of Heritable Property, or on Real Security, or in the Purchase of Government Stock, or Stock of the Bank of *England*, or of any Bank in *Scotland* constituted by Act of Parliament or Royal Charter, or of Mortgages or Debenture Bonds of Railway Companies which shall at the Time of Investment be paying Dividends on their original Shares, and may also sell, dispose of, or transfer such Heritable Property, Real Securities, Stocks, Funds, Mortgages, and Debenture Bonds, from Time to Time, as they shall think proper, and reinvest the Proceeds thereof as before mentioned.

Execution  
of Deeds by  
Trustees.

6. Every Deed or Instrument to be made or granted by the Trustees shall be sealed with their Common Seal, and signed by the Trustees, or by Two of their Number.

Upon De-  
mise of  
J. B. Mur-  
doch or  
J. Robert-  
son the  
Minister of  
Saint Ni-  
nians to be  
a Trustee.

7. Upon the Demise of the said *John Burn Murdoch*, or upon the Demise of the said *James Robertson*, whichever of these Events shall first occur, the Minister for the Time being of the Parish of *Saint Ninians* in the County of *Stirling* shall be a Trustee under the said Settlement, and become a Member of the said Corporate Body, and thereafter the said Sheriff of the County of *Stirling*, and the said Minister of the Parish of *Saint Ninians*, and their respective Successors in Office for the Time being, and the Survivor of the said *John Burn Murdoch* and *James Robertson*, shall be the Trustees under the Settlement, and constitute the said Corporate Body by this Act incorporated.

On Demise  
of Survivor  
of J. B. Mur-  
doch and  
J. Robert-  
son new  
Trustee to  
be elected by  
Sheriff of  
*Stirling* and  
Minister of  
*Saint Ni-  
nians*.

8. Upon the Demise of the Survivor of the said *John Burn Murdoch* and *James Robertson* the Sheriff of the County of *Stirling* and the Minister of the Parish of *Saint Ninians* for the Time being shall assume and elect a Third Person, whom they may consider suited to the Office, to be a Trustee along with them for the Management of the said Asylum; and so often thereafter as the Office of Third Trustee shall become vacant the said Sheriff and Minister for the Time being shall in like Manner assume and elect a Third Person to be a Trustee along with them for the Management of the said Asylum; and it shall be sufficient to confer upon the Third Trustee



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Trustee so to be assumed and elected all the Powers and Privileges conferred upon the Office of Trustee by the said Settlement, and to constitute him a Member of the Body Corporate by this Act incorporated, that the Fact of his being so assumed and elected be contained in a Minute to be engrossed in the Sederunt Book of the said Trust, and signed by the said Sheriff and Minister, and by the said Third Trustee thereby assumed, in token of his Acceptance of the Office conferred upon him.

9. If it shall at any Time happen that the said Sheriff and Minister for the Time being shall, within a reasonable Time, fail to agree upon a Person to be so assumed and elected by them into the Trust, the Lord Advocate of *Scotland* for the Time being, upon being requested by either the said Sheriff or Minister so to do, shall nominate and appoint a Person whom he may deem suitable for the Office to be the Third Trustee along with the said Sheriff and Minister, and thereafter the said Sheriff and Minister shall without undue Delay assume and elect the Person so nominated and appointed by the Lord Advocate in manner above provided.

On Failure of Sheriff and Minister to elect, Lord Advocate to appoint a new Trustee.

10. At all Meetings of the Trustees it shall be competent, in the Absence therefrom of the said Sheriff for the Time being, for any Sheriff Substitute of the County of *Stirling* to attend thereat and vote in room and place of the said Sheriff; provided always, that such Sheriff Substitute shall produce to the Meeting a written Mandate from the said Sheriff authorizing him to do so.

Sheriff may authorize any of his Substitutes to attend Trust Meetings in his Absence.

11. Saving and reserving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Legatees and Annuitants under the Settlement, and to all and every other Person, Body Politic or Corporate, his and their Heirs, Executors, Administrators, and Assignees, (other than and except the Trustees for the Time being of the Settlement, and the Persons beneficially interested in any Part of the Funds or Estate of the said *Francis Simpson*, the Trustees and such Persons being the Parties bound by this Act,) all such Right, Title, Interest, Claim, and Demand of, in, and to or out of all or any Part of the Funds or Estate of the said *Francis Simpson*, or in connexion with the said Asylum, as they or any of them have or might claim, challenge, and demand in case this Act had never been made, and especially declaring that nothing herein contained shall be held to alter or infringe the Rights and Powers of the said Trustees under the Settlement, excepting only in so far as the Provisions of the same are explained by this Act in manner herein-before provided for.

Saving of Rights.

12. The

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*Simpson's Asylum.*

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Expenses of  
Act.

**12.** The Costs and Expenses connected with the Application for and carrying through of this Act of Parliament shall be chargeable upon and paid out of the Funds and Revenues of the said Trust.

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

**13.** 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.

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