

# **BURRELL COLLECTION (LENDING AND BORROWING) (SCOTLAND) ACT 2014**

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## **EXPLANATORY NOTES**

### **INTRODUCTION**

1. The Explanatory Notes have been prepared by Maclay Murray & Spens LLP (Solicitors) on behalf of the promoter, Glasgow City Council (“the Council”), in order to assist the reader of the Act and to help inform debate on it. They do not form part of the Act and have not been endorsed by the Parliament.

2. The Notes should be read in conjunction with the Act. They are not, and are not meant to be a comprehensive description of the Act. So where a provision does not seem to require any explanation, none is given.

### **SUMMARY AND BACKGROUND TO THE BILL**

3. The Burrell Collection (“the Collection”) consists of around 8,000 items donated to the Council by Sir William and Lady Burrell in terms of an Agreement in 1944 (as revised) between Sir William, Lady Burrell and the Glasgow Corporation (a statutory predecessor to the Council) (“the Agreement”). The Collection is further augmented by the ongoing purchase in terms of Sir William Burrell’s Trust Disposition and Settlement dated 23 February 1953 and relative Codicils all registered in the Books of Council and Session on 11 April 1958 (“the Will”). The Will established the Sir William Burrell Trust, a registered Scottish charity (SC010109) (“the Burrell Trust”) which is managed and administered by charity trustees (“the Burrell Trustees”). Culture & Sport Glasgow, also a registered Scottish charity (SC037844) (known as Glasgow Life) manage and operate the Collection on behalf of the Council.

4. The terms of the 1944 Agreement and the Will contain restrictions relating to the lending of the Collection. The restrictions are considered by the promoter to be outdated and unduly restrictive in terms of promoting the Collection (by way of lending or touring) as one of Scotland’s most important cultural assets. The opportunity is also being taken to remove restrictions placed on the Council from taking receipt of items on loan from other museums and galleries which do not form part of the Collection and displaying them alongside items which do.

5. The purpose of the Act is to amend and update the powers which are currently afforded to the Council, as well as making consequential changes to the powers of the Burrell Trustees, in order to facilitate international lending and touring of selected parts of the Collection from time to time, to an accredited museum or public gallery (or gallery or museum with equivalent status). The Act will also clarify powers in relation to the receipt of items to be displayed in a manner which aims to further the understanding, interpretation and appreciation of the Collection. The powers sought in the Act are

necessary to enable lending of items from the Collection, and borrowing of items from elsewhere for display alongside the Collection, in a manner which would be common to the other leading collections elsewhere in the United Kingdom and internationally.

6. In addition, there are important physical accommodation issues to consider. The Collection is currently housed in the heart of Pollok Country Park. However, the building is in need of significant renovation and refurbishment. If such work is carried out, there will be period of closure for that building. During that period, lending would provide practical benefits for the Collection and provide opportunities to seek financial and other support for the refurbishment work.

## **COMMENTARY ON SECTIONS**

### **Section 1**

7. Subsection (1) states that the Council, as owner of the Collection, may only with the agreement of the Burrell Trustees in accordance with the code referred to in subsection (2), lend any item forming part of the Collection as well as receive on loan from other museums and galleries items that do not form part of the Collection and display them alongside items that are part of the Collection. The borrowing museum or gallery may be situated outside Great Britain so as not to limit, as is currently the case, the lending of items to British museums and galleries. The powers in subsection (1) are stated to be in addition to any current powers contained in the 1944 Agreement and the Will to allow lending of certain items within Great Britain.

8. Subsection (2) requires the Council and Burrell Trustees to agree a code setting out the agreed process for exercising the powers contained in subsection (1) as well as in respect of the existing powers. The Council must then publish the code. Any future revisions to the code agreed by the Council must be published no later than one week after such revision.

9. Subsection (3) modifies part of the Will (Purpose IN THE LAST PLACE) to provide the Burrell Trustees with an additional power under their own constitution to expend income (as opposed to capital) held in trust in order to obtain reports and advice and for other all purposes which would assist them in exercising powers and responsibilities under the published code. The Burrell Trustees currently only have financial powers to apply funds (whether income or capital) in order to facilitate the purchase of additional items for the Collection.

### **Section 2**

10. Section 2 provides that certain parts of existing legal documents restricting lending and the display of items received on loan will cease to have effect. Future lending and receipt of items will instead be subject to the Council and Burrell Trustees reaching agreement in terms of the code under section 1(2). Clause NINTH of the 1944 Agreement states that:-

“The building in which the Collection is housed shall contain only (one) the Collection gifted by the Donors and any further articles purchased by the

Trustees of either of them for the Collection as aftermentioned, (two) any articles which may hereafter be donated to the Collection by the Donors or either of them, and (three) any articles which may be donated or bequeathed to the Donees by the Donors' daughter, Miss Marion Burrell, provided the said articles be deemed, by the experts to be appointed hereafter to advise on purchases for the Collection, suitable for the Collection, and **no other pictures or works of art of any description shall be housed therein.** It is the Donors wish that the Collection should comprise only works of the highest merit and the Donees shall not be entitled on any pretext whatever to sell, or donate or exchange any item or part of the Collection once it has formed part of the Collection **but the Donees shall be entitled from time to time to lend temporarily to responsible bodies any article or articles forming part of the Collection as they may think fit for exhibition in any Public Gallery in Great Britain.**"

11. Purpose IN THE SEVENTH PLACE of the Will states that:-

"... And I further stipulate that the building in which the "The Burrell Collection" is housed shall contain only the pictures and works of art et cetera bequeathed or gifted by me or my said wife and such other pictures and works of art et cetera as may be purchased for "The Burrell Collection" in terms hereof and **no works of art except those forming "The Burrell Collection" shall at any time be housed in the said building:** And it is my wish that the collection should contain works of art of the highest merit only: And I expressly stipulate that the said Corporation shall not on any pretext whatever be entitled to sell or donate or exchange or part with any item of "The Burrell Collection" once it has formed part of that Collection: **But this stipulation is not intended to prohibit the said Corporation from lending temporarily from time to time to responsible Bodies, such articles except pastels, tapestries, carpets, rugs, lace, needlework and all other textiles forming part of that collection as they make think proper for exhibition in any Public Gallery in Great Britain; And I declare these directions and stipulations shall apply also to any articles purchased in terms of Purpose IN THE LAST PLACE hereof or from any cash gifts made by me to the said Corporation for the purposes of the said Collection.**"

12. The reference in purpose IN THE SEVENTH PLACE of the Will to purpose IN THE LAST PLACE of the Will means that currently items purchased for the Collection by the Burrell Trustees are similarly subject to the same lending restrictions contained in purpose IN THE SEVENTH PLACE.

13. The effect of section 2 is that the restrictions prohibiting lending outwith Great Britain, the restrictions on the lending of pastels, tapestries, carpets, rugs, lace, needlework and all other textiles forming part of the Collection and apparent restrictions on the receipt of items to be displayed alongside the Collection will cease to have effect. For ease of reference extracts from the Will and Agreement noted above have text emboldened to highlight the restrictions they contain.

### **Section 3**

14. Section 3 set out terms which are defined in the Act. Two key terms are “a Borrower” and “the Accreditation Scheme” as these set out the basis for the quality and type of museum or gallery to which the Council may lend with the new powers in the Act. A “Borrower” must be part of “the Accreditation Scheme” or operate to a standard which is equivalent that the standard expected under the Accreditation Scheme.

15. The Accreditation Scheme is administered by the Arts Council of England in partnership with CyMAL: Museum, Archives, Libraries Wales, Museums Galleries Scotland and the Northern Ireland Museum Council. The Accreditation Scheme aims to encourage high standards across museums and galleries in the United Kingdom. More details on the operation of the Accreditation Scheme can be found at <http://www.artscouncil.org.uk>

16. The inclusion in the Act of the reference to the Accreditation Scheme is to provide a recognised reference point by which all proposed borrowers should be assessed.

17. As the Accreditation Scheme operates in the United Kingdom, where lending to an overseas museum or gallery is proposed, the Council and the Burrell Trustees would have to be satisfied that the proposed borrower operated to a standard equivalent to the Accreditation Scheme. It would be anticipated to be an extremely rare occasion in which the Council and the Burrell Trustees would permit lending to a United Kingdom situated museum or gallery which was not part of the Accreditation Scheme or, in the case of overseas lending, provided satisfactory evidence that the museum or gallery operates to equivalent standards.

18. Section 3, by defining “publish” and “publication”, also sets out the manner in which the Council shall publish the code (and revised versions) referred to in section 1(2).

### **PARLIAMENTARY HISTORY**

19. The following table sets out, for each stage of the proceedings in the Scottish Parliament on the Bill for this Act, the dates which the proceedings at that stage took place, and the references to the Official Report of those proceedings. It also shows the dates on which the Committee report and other papers relating to the Bill were published, and the references to those reports and other papers.

*These notes relate to the Burrell Collection (Lending And Borrowing) (Scotland) Act 2014 (asp 4) which received Royal Assent on 25 February 2014*

<b>PROCEEDINGS AND REPORTS</b>	<b>REFERENCE</b>
<b>INTRODUCTION</b>	
Bill as introduced – 29 May 2013	<a href="#">SP Bill 33 – Session 4 (2013)</a>
<b>Preliminary Stage</b>	
1st meeting, 18 June 2013	<a href="#">1st Meeting, 18 June 2013</a>
2nd meeting, 9 September 2013	<a href="#">2nd Meeting, 9 September 2013</a>
3rd meeting, 19 September 2013	<a href="#">3rd Meeting, 19 September 2013</a>
4th meeting, 3 October 2013	(Meeting in private)
5th meeting, 31 October 2013	(Meeting in private)
Burrell Collection (Lending and Borrowing) (Scotland) Bill Committee Preliminary Stage Report, published – 11 November 2013	<a href="#">1st Report, 2013 (Session 4), Burrell Collection (Lending and Borrowing) (Scotland) Bill Committee</a>
Preliminary Stage debate – 21 November 2013	<a href="#">Cols 24778 - 24788</a>
<b>Consideration Stage</b>	
6th meeting, 5 December 2013	<a href="#">6th Meeting, 5 December 2013</a>
<b>Final Stage</b>	
<b>Consideration by the Parliament</b>	
Final Stage debate – 21 January 2014	<a href="#">Cols 26761 - 26772</a>
<b>ROYAL ASSENT</b>	
25 February 2014	Burrell Collection (Lending and Borrowing) (Scotland) Act 2014 (asp 4)

## **ANNEXE**

20. This annexe sets out the following documents which together make up the Will and Agreement referred to in paragraph 3:

- Trust Disposition and Settlement made by Sir William Burrell on 23 February 1953 and registered in the Books of Council and Session on 11 April 1958,
- Codicil (1) to Trust Disposition and Settlement made by Sir William Burrell on 2 March 1956 and registered in the Books of Council and Session on 11 April 1958,
- Codicil (2) to Trust Disposition and Settlement made by Sir William Burrell on 25 April 1956 and registered in the Books of Council and Session on 11 April 1958,
- Codicil (3) to Trust Disposition and Settlement made by Sir William Burrell on 6 July 1956 and registered in the Books of Council and Session on 11 April 1958,
- Memorandum of Agreement between Sir William Burrell and Lady Constance Mary Lockhart Burrell and The Corporation of the City of Glasgow dated 30 March and 6 April 1944,
- Letter confirming amendment to Memorandum of Agreement dated 5 January 1945,
- Letter acknowledging amendment to Memorandum of Agreement dated 6 January 1945,
- Supplementary Memorandum of Agreement between Sir William Burrell and Lady Constance Mary Lockhart Burrell and The Corporation of the City of Glasgow dated 22 and 30 November 1951,
- Letter confirming amendment to Supplementary Memorandum of Agreement dated 16 April 1956,
- Letter acknowledging amendment to Supplementary Memorandum of Agreement dated 22 August 1956.

### **Trust Disposition and Settlement made by Sir William Burrell on 23 February 1953 and registered in the Books of Council and Session on 11 April 1958**

AT EDINBURGH the Eleventh day of April Nineteen hundred and fifty eight the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

I, SIR WILLIAM BURRELL, Knight, residing at Hutton Castle, Berwickshire, in order to settle my affairs in the event of my death Do hereby Assign Dispone and Devise to and in

favour of Lady Constance Mary Lockhart Burrell, my wife, Robert Andrew Logan, Writer, Glasgow, William Galbraith France, Chartered Accountant, Glasgow and John Craig Logan, Writer, Glasgow and the survivors and survivor of them who may accept office as Trustees and Trustee (hereinafter referred to as "my Trustees") for the uses and purposes after expressed and to their, her or his assignees whomsoever All Estate heritable and moveable, real and personal, wheresoever situated which shall belong to me at the date of my death, including therein all estate over which I have power of disposal by Will or otherwise, with the writs and vouchers of the same; And I provide that the minimum number of Trustees shall be three and when owing to deaths resignations or other causes the number shall fall below three it shall be the duty of the remaining Trustees forthwith to assume an additional Trustee or Trustees so as to complete the minimum number: And I further provide that three Trustees shall form a quorum: And I appoint my Trustees with quorum as aforesaid to be my sole Executors: But these presents are granted in Trust always for the following purposes videlicet:- IN THE FIRST PLACE for payment of my sickbed and funeral charges, my just and lawful debts the expense of erecting a simple black marble tombstone to my memory and the expenses of executing this Trust: IN THE SECOND PLACE I direct my Trustees to pay, free of duty and charges, the following alimentary annuity, videlicet:- to my niece Mrs Clare Lapraik or Duncan an annuity of Two hundred pounds; But I provide and declare that in the event of the happening of any act or event whereby the said annuity to the said Clare Lapraik or Duncan or any part thereof would become vested in or charged in favour of some other person or persons or a corporation, the said annuity shall cease and determine in all time thereafter; IN THE THIRD PLACE I direct my Trustees to give to my said wife free of duty, insurance and charges the liferent use and enjoyment of my motor cars, linen and personal effects (including all linen and the motor car gifted by her to me) as long as she shall survive me; And on the death of my said wife or on my own death should she predecease me I direct that my Trustees shall sell the said motor cars, linen and personal effects and that the proceeds of such sale shall fall into and form part of the residue and remainder of my means and estate and be dealt with in terms of purpose (IN THE LAST PLACE) hereof; IN THE FOURTH PLACE I bequeath to my said wife, free of duty, all fungibles which may belong to me at the time of my death whether in Hutton Castle or elsewhere: IN THE FIFTH PLACE I direct my Trustees (One) to arrange that my wife gets the liferent use and enjoyment, free of duty and rent, rates, insurance and all other charges and outgoings of Hutton Castle and its contents and also of the gardens grounds

and policies and of the farms belonging to the Hutton Estate Company Limited, the Blackburn Estate Company Limited and the Whiterig Estate Company Limited and I direct that the cost of upkeep of Hutton Castle Gardens and Policies and the wages of any Keepers or Foresters employed be paid by the said Hutton Estate Company Limited in so far as the income thereof permits and any balance by my Trustees and shall not be a burden on the liferent created in favour of my wife my intention being that my wife is not to be debited with any loss (from whatever cause arising) which may be shown in these Companies Annual Accounts but this bequest in favour of my said wife shall not prevent my Trustees (but only with my said wife's consent while she enjoys said liferent) arranging for the sale of the lands and buildings of the Blackburn Estate Company Limited and the Whiterig Estate Company Limited or any of them at any time or from time to time and applying the proceeds thereof towards any Capital payments due by my Estate (including the implementing of the provisions of Purpose IN THE SIXTH PLACE) any surplus falling into and forming part of the residue of my means and estate; and (Two) to give to my wife, free of duty, insurance and charges, the liferent use and enjoyment of the whole furs pearls and jewellery which she gifted and delivered to me in the years Nineteen hundred and thirty one and Nineteen hundred and forty nine (which with the exception of the furs, which are specifically lent by me, have been in my possession ever since and I wish to record that all other furs, pearls and jewellery acquired since Nineteen hundred and thirty one have been bought and paid for by me and have always been and still are my property) and of all silver which is in Hutton Castle at the date of my death: And on the death of the survivor of me and my said wife, I instruct my Trustees to sell all the said furs, pearls and jewellery and the proceeds of sale shall fall into and form part of the residue of my estate; But I direct that in the event of my wife surviving me and at any time intimating to the Trustees in writing that she wishes to reside elsewhere than at Hutton Castle either permanently (in which case the liferent conferred on my said wife by this Purpose Sub-section (One) shall cease and determine) or for part of each year my Trustees shall at her request, lease or rent in their own names a furnished house - such house and furnishings being approved by my said wife - at such place as she may desire and they shall give to her, free of all duty, rent, rates and insurance the occupancy of said house: IN THE SIXTH PLACE I direct my Trustees to pay to my wife, should she survive me, an annuity, free of duty, of Two thousand pounds free of all deduction in respect of Income Tax and Sur Tax and in respect of any other present or future taxes, charges, assessments or impositions which annuity shall begin to run as at



and from the date of my death and shall be payable half yearly in advance at Whitsunday and Martinmas or at such other more frequent times as my Trustees may find it convenient and which annuity shall be strictly alimentary and not assignable by my said wife: And with regard to said annuity, I specially provide and declare that should my wife request (without the necessity of her assigning any reason therefor) that the foregoing annuity should be increased in any financial year of the Trust to any sum up to a total not exceeding Five thousand pounds, free of all duties, taxes (Income and Sur Tax) charges and others as aforesaid, then my Trustees shall be bound (as they are hereby specially authorised) to pay her such increased annuity for that year and my wife's power to make such request and to receive such increased annuity shall not be limited to any one year but may be made and given effect to each year while she survives but no single demand shall extend further than for the year in which the same is made: And should the income from my estate not be sufficient to provide the said annuity or increased annuity in favour of my said wife any deficiency is to be met out of the capital of my estate including my interest in the Blackburn Estate Company Limited and the Whiterig Estate Company Limited; Should my said wife in any year not require the full annuity of Two thousand pounds before provided and so intimate to my Trustees they shall pay her such lesser annuity in that year as she may request such lesser annuity being free of all deductions in respect of income Tax and Sur Tax and of any other taxes as before provided in respect of the original annuity: IN THE SEVENTH PLACE I direct my Trustees on the death of the survivor of me and my said wife or on the termination of the liferent referred to in the FIFTH PLACE (One) hereof to my wife should she decide to reside permanently elsewhere than at Hutton Castle to implement and fulfil so far as not already done the whole obligations and others undertaken by me and my said wife in the Memorandum of Agreement entered into between me and her on the one part and the Corporation of the City of Glasgow acting under the Glasgow Public Parks Acts Eighteen hundred and seventy eight to Nineteen hundred and thirty seven dated Thirtieth March and Sixth April, both in the year Nineteen hundred and forty four: And I further declare and note for my Trustees' information that the articles gifted by me and my wife to the Corporation of the City of Glasgow to form the Burrell Collection in terms of said Memorandum of Agreement dated Thirtieth March and Sixth April both in the year Nineteen hundred and forty four include, without prejudice to said generality needlework, lace, jade, tapestries, books, pictures, drawings, pastels, stained glass whether fixed in windows or otherwise, furniture, carpets and rugs, curtains, wood carvings, brass, bronzes,

arms and armour, maces, swords, glass and glasses, pottery, all silver except modern silver, alabasters, stone and wood statues, porcelain objects d'art as also the oak panelling in the dining room in Hutton Castle and all fireplaces, lintels, jambs and all antique doors in Hutton Castle except the two doors aftermentioned, corbels, carved stones and all other objects of art built into the structures of walls or otherwise: And I especially direct that all articles (of whatever nature) in Hutton Castle (except Jewellery and Pearls, Furs, Motor Cars, my Clothing and Effects, House Linen, Table Glass, Modern Silver, Cutlery, Crockery, Curtains in Servants' rooms, Modern Furniture, Furniture and Furnishings in the Servants' quarters, Kitchen Furniture and Utensils and Modern Carpets) gifted by me and my wife as aforesaid shall form part of the said Collection: And I further declare and note for my Trustees' information that I had a meeting with representatives of the Corporation of the City of Glasgow and the Keeper of the Burrell Collection at which it was agreed that in order to retain their artistic value and feeling the rooms in Hutton Castle should be reproduced in the building or museum to be erected to contain the Burrell Collection as nearly as possible: But I direct that the front door which opens into the Vestibule and the door which opens into the Business Room shall always remain part of Hutton Castle: And I further direct that my Trustees shall treat Clause Fifth of the Memorandum of Agreement between my wife and me and the said Corporation dated Thirtieth March and Sixth April Nineteen hundred and forty four as varied in accordance with this provision and I direct that these articles which together with the pictures, bronzes, works of art and other articles of virtue also gifted by my wife and me to the said Corporation form and are hereinafter referred to as "The Collection" shall be housed together in a suitable building to be provided as after mentioned all as specially provided in the said Memorandum of Agreement and relative correspondence: And it is my desire as the said Memorandum of Agreement bears that the collection should as far as possible be shewn as it would be if in a private house, e.g. the stained glass instead of being shown all together should be shewn in as many specially constructed windows of the building as possible and instead of shewing all the tapestries, furniture, beds et cetera together they should be placed in rooms throughout the building with other furniture as appropriate as possible so as to ensure that the building has as little of the semblance of a Museum as possible: And it is my wish that the collection shall be called "The Burrell Collection" and be so described in all future reference to it: But inasmuch as I have had the benefit of my wife's help in many ways including financial help and have received from her the greatest assistance and most wholehearted support in forming the collection, it is my desire that it be

distinctly understood that the entire gift is from my wife and myself and that her name shall always be associated with mine and shall receive full acknowledgement in all official literature relating to the collection: And this gift has been made subject to the Corporation meeting the whole costs incidental to the insurance, care and upkeep et cetera of the collection (and of any additions which may be made thereto) in all time coming including Keeper, Officials, day and night Attendants, heating, the supplying of plate glass and frames where necessary for the tapestries et cetera and all other necessary and proper expenses of whatever nature: And I further stipulate that the building in which “The Burrell Collection” is housed shall contain only the pictures, works of art et cetera bequeathed or gifted by me or my said wife and such other pictures and works of art et cetera as may be purchased for “The Burrell Collection” in terms hereof and no works of art except those forming “The Burrell Collection” shall at any time be housed in the said building: And it is my wish that the collection should contain works of art of the highest merit only: And I expressly stipulate that the said Corporation shall not on any pretext whatever be entitled to sell or donate or exchange or part with any item of “The Burrell Collection” once it has formed part of that Collection: But this stipulation is not intended to prohibit the said Corporation from lending temporarily from time to time to responsible Bodies, such articles except pastels, tapestries, carpets, rugs, lace, needlework and all other textiles forming part of that collection as they may think proper for exhibition in any Public Gallery in Great Britain; And I declare these directions and stipulations shall apply also to any articles purchased in terms of Purpose IN THE LAST PLACE hereof or from any cash gifts made by me to the said Corporation for the purposes of the said Collection; And I wish to record that Dougalston Estate, Milngavie has been gifted to the said Corporation as a site for the Museum to be erected to house the said Collection and the provisions in Head Eighth of the said Memorandum of Agreement as amended by Letters dated fifth and sixth January Nineteen hundred and forty five and twenty fourth July and eighth August Nineteen hundred and forty six have been further amended by Supplementary Memorandum of Agreement between me and my said wife and the said Corporation dated twenty second and thirtieth November Nineteen hundred and fifty one to the effect that the said Collection shall be housed in a Museum to be situated on the said Estate - the Mansion House of Dougalston being used as far as may be practicable as the nucleus of said Museum: But should my Trustees and the Corporation decide that the Museum should be erected on some other part of the said Estate I wish to note that that action would have my approval: And I further record that so that the said

Collection may be properly housed I have already gifted to the said Corporation a sum of Four hundred and fifty thousand pounds for the erection of that Museum the plans and cost to be decided by my Trustees in accordance with the said Memorandum and with such skilled assistance as my Trustees may find it necessary to employ: And I am very anxious that Mr Frank Surgey, Paschoe House, Bow, near Crediton, North Devon, whom I consider to be better fitted for the work than any other person in this country, should draw out the plans et cetera for the Museum for the consideration of my Trustees and the Corporation; And I earnestly hope that the Corporation will concur in my suggestion which I have very much at heart; And I suggest that Mr Edwin Surgey, A.R.I.B.A. be associated with his father in the preparation of the plans should Mr Frank Surgey desire it; And I further suggest that the Museum should be as simple and inexpensive as possible but specially designed to house the Collection and with suitable offices connected therewith: IN THE EIGHTH PLACE I direct that the surplus income if any arising from the remainder of my means and estate shall be accumulated with and form part of the capital of the said means and estate until the death of my said wife or as long as the law permits, whichever is first in date: IN THE NINTH PLACE on the death of my said wife should she survive me or on my own death should she predecease me or on the renunciation by my wife of the liferent conferred on her IN THE FIFTH PLACE (One) hereof I authorise my Trustees if in their discretion they see fit to arrange for the realisation by private bargain or public auction in such lots at such times and subject to such conditions as my Trustees see fit of the whole lands and buildings which may then belong to the Blackburn Estate Company Limited and the Whiterig Estate Company Limited the net proceeds thereof being held by my Trustees with and as part of the residue of my means and estate and after all the contents et cetera of Hutton Castle referred to IN THE SEVENTH PLACE hereof have been removed, I direct my Trustees to make any arrangements necessary for offering and thereafter should they in their sole discretion (their discretion in the matter being absolute) decide to do so to offer free of Estate and all other duties Hutton Castle with its lodges, gardens, grounds, policies and the whole other lands and buildings which may belong to the Hutton Estate Company Limited jointly to the London Head Office Boards of Directors (which shall not include any Local Boards of Directors or the Boards of Directors of any subsidiary or Associated Companies in Scotland or elsewhere) of the following five Insurance Companies, (or to such one or more of the Boards as may accept the offer) videlicet:- (a) Alliance Assurance Company Limited, (b) Commercial Union Assurance Company Limited, (c) London and Lancashire Insurance

Company Limited, (d) Royal Insurance Company Limited and (e) Sun Insurance Office Limited established 1710 (to be transferred to such Trustees as may be appointed to hold the same for and on behalf of the said Boards of Directors or such of them as may accept the said offer hereinafter referred to as “The Trustees for the Insurance Boards”) to be held by them and used as a holiday residence for the Directors of the said Insurance Companies whose Boards may accept the said offer and their wives and families) but this offer shall be subject to the said Trustees for the Insurance Boards taking the property or properties as they then stand and meeting the whole costs of upkeep and subject to the condition that the said Trustees for the Insurance Boards retain the said Castle for the aforesaid purpose for a period of at least twenty five years and that so long as the said Castle shall be retained the said lands and buildings of the said Hutton Estate Company Limited shall not be disposed of by the said Trustees for the Insurance Boards: And should the said Boards of Directors for any reason all decline the foresaid offer, I direct my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so to make a similar offer free of Estate and all other duties of the said Castle (including as aforesaid) Lands and buildings jointly to the London Head Office Boards of Directors (which shall not include any Local Boards of Directors or the Boards of Directors of any subsidiary or associated Bank in Scotland or elsewhere) of the following five Banks or to such one or more of these Banks as may accept the offer, videlicet:- (a) Barclays Bank Limited, (b) Lloyds Bank Limited, (c) Midland Bank Limited, (d) National Provincial Bank Limited and (e) Westminster Bank Limited (to be transferred to such Trustees as may be appointed to hold the same for and on behalf of the said Boards of Directors or such of them as may accept the said offer hereinafter referred to as “the Trustees for the Bank Boards”) to be held by them and used as a holiday residence for the Directors of the said Banks whose Boards may accept the said offer and their wives and families but subject always to the same conditions as applied to the offer to the Boards of Directors of the said Insurance Companies as hereinbefore contained: And should the said Boards of Directors of the said Banks for any reason all decline the foresaid offer I direct my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so to make a similar offer free of Estate and all other duties of the said Castle (including as aforesaid) lands and buildings to the Committee of Lloyds Underwriting Association, London (to be transferred to such Trustees as may be appointed to hold the same for and on behalf of the said Committee hereinafter referred to as “the Trustees for Lloyds Committee”) to be held by them and used as a

holiday residence for the Committee of the said Association and their wives and families but subject always to the same conditions as applied to the offer to the Boards of Directors of the said Insurance Companies: And should the said Committee of the said Association for any reason decline the foresaid offer, I direct my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so to make a similar offer free of Estate and all other duties of the said Castle (including as aforesaid) Lands and buildings to the Chairman and Committee of the Stock Exchange, London, (to be transferred to such Trustees as may be appointed to hold the same for and on behalf of the said Chairman and Committee hereinafter referred to as “the Trustees for the London Stock Exchange”) to be held by them and used as a holiday residence for the Chairman and Committee of the said Stock Exchange and their wives and families but subject always to the same conditions as applied to the offer to the Boards of Directors of the said Insurance Companies: And should the said Chairman and Committee of the said Stock Exchange for any reason decline the foresaid offer, I direct my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so to make a similar offer free of Estate and all other duties of the said Castle (including as aforesaid) Lands and buildings to the Burgh of Berwick-on-Tweed to be held and used for any purpose which shall benefit the citizens of Berwick-on-Tweed and its neighbourhood but subject always to the same conditions as applied to the offer to the Boards of Directors of the said Insurance Companies: And should the said Burgh for any reason decline the foresaid offer I direct my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so to make any arrangements necessary for offering and thereafter to offer free of Estate and all other duties Hutton Castle with its lodges, gardens, grounds, policies and the two fields (let by the year) adjoining the said Castle to The National Trust for Scotland for Places of Historic Interest or Natural Beauty, Four Great Stuart Street, Edinburgh to be held by the said National Trust in perpetuity for the purposes of that Trust: And in the event of my Trustees having exercised their discretion to make the foregoing offer to the Insurance Boards, the Bank Boards, the Committee of Lloyds Underwriting Association, the Chairman and Committee of the Stock Exchange, the Burgh of Berwick-on-Tweed or The National Trust for Scotland and the Insurance Boards, the Bank Boards, the Committee of Lloyds Underwriting Association, the Chairman and Committee of the London Stock Exchange and the said Burgh all declining the foregoing offer and the said Hutton Castle with its lodges, gardens, grounds and policies and the said two fields being accepted by the said National Trust then the whole

other lands and buildings which may belong to the Hutton Estate Company Limited shall be realised by private bargain or public auction as arranged by my Trustees and the net proceeds thereof shall be held by my Trustees with and as part of the residue of my means and estate: And I authorise my Trustees should they in their sole discretion (their discretion in the matter being absolute) decide to do so if and when the offer under this head of my settlement is accepted by the Insurance Boards, the Bank Boards, the Committee of Lloyds Underwriting Association, the Chairman and Committee of the London Stock Exchange or the said Burgh to refurbish Hutton Castle and put right any structural damage expending thereon such sum as they in their sole discretion may decide up to but not exceeding Ten thousand pounds: And should all the offers contained in this Purpose if made by my Trustees be declined I direct my Trustees to arrange for all the said properties which may be unsold being realised by private bargain or public auction and to hold the net proceeds thereof with and as part of the residue of my means and estate: And IN THE LAST PLACE on the death of my said wife, should she survive me or on my own death should she predecease me, as I have already made ample provision by Marriage Contract or otherwise for my daughter Marion and her issue, and as I have already gifted to the Corporation of the City of Glasgow a sum of Four hundred and fifty thousand pounds as aforesaid in implement of Purpose Tenth of said Memorandum of Agreement I direct my Trustees to hold the whole residue and remainder of my means and estate in perpetuity and to apply the whole free income thereof in the purchase of works of art which shall include pictures and all such articles as are detailed IN THE SEVENTH PLACE hereof as well as any others (it being my wish that a very decided preference be given to works of art of the Gothic period of the highest standard) and to deliver these works of art when purchased to the Corporation of the City of Glasgow to form additions to "The Burrell Collection": And I further declare that it shall not be obligatory on my Trustees to lay out and expend in every or any one year the whole or any part of the income but that the same may from time to time be carried forward and be dealt with as income to the following year or years or accumulated with and added to capital as my Trustees may decide: And I instruct my Trustees to arrange that such purchases shall be made on their behalf by one or more experts (appointed by my Trustees) of the highest standing as art experts and well qualified to purchase works of art especially of the Gothic period: And my Trustees are hereby authorised to remunerate such expert or experts as my Trustees in their sole discretion may determine: And I specially declare and direct that no Art Dealer or other person professional engaged in any way or

who has at any time been professionally engaged in any way in the purchase or sale of pictures or other works of art of any kind shall be eligible to act as a purchasing expert for my Trustees: And on the death of the survivor of me and my said wife I recommend that a Trustee to represent the Corporation of the City of Glasgow and to be nominated by the said Corporation be assumed by my Trustees to act along with them in the management of the Trust: And for the better enabling my Trustees to carry out the Purposes of this Trust and in addition and without prejudice to the powers, rights, privileges and immunities appertaining to gratuitous Trustees by Statute or at Common Law which my Trustees shall possess including power to resign notwithstanding their taking benefit under these presents, I do hereby confer upon them power to sell or dispose of by private bargain or public roup and with or without advertisement, all property, heritable or moveable, real or personal which may form part of the Trust Estate and that at such price or prices in such lots and on such terms and conditions as they may see fit; And I expressly authorise my Trustees to sell or raise money from time to time as they may find necessary on the whole or any part of my interest in the Hutton Estate Company Limited or any other assets of my estate to provide any sum or sums that may be required for the provisions in favour of my wife contained herein or for any other purposes; And I further provide and declare that any offers which may be made in terms of Purposes IN THE NINTH PLACE hereof shall be subject to any sales or loans made or contained by my Trustees in terms hereof: As also I confer on my Trustees power to continue during the existence of the Trust or for such shorter time as they may see fit all investments which I may hold at my death: And I specially direct that my Trustees shall retain until a favourable opportunity for realising the same occurs (of which they shall be the sole judges) my holding in London and African Mining Trust Limited and that they shall not incur any liability for any loss that may arise in carrying out this direction; As also power to appoint Factors and Law Agents who may be of their own number with suitable remuneration any law or practice to the contrary notwithstanding: And I provide that purchasers from and other parties transacting with my Trustees shall have no concern with the purposes of the Trust or with the application or disposal of any moneys received by them their receipt, discharge or other writ being full exoneration to all parties transacting with them: And I further specially provide that my Trustees shall not be responsible for the solvency of purchasers, tenants, borrowers or others with whom they may transact nor for any Factors, Law Agents, Managers, servants or others whom they may appoint or employ nor for loss or depreciation on investments, nor for omissions or



neglect in the management of the Trust nor for each other, but each for his or her own individual acts and intromissions only; And I revoke all testamentary deeds and writings hitherto executed by me; And I consent to the registration hereof for

preservation: IN WITNESS WHEREOF these presents typewritten on this and the fourteen preceding pages are (under the declaration that the words “established 1710” are interlined between the second and third lines of Page Tenth hereof so as to be read immediately after the word “Limited” occurring in said third line) signed and declared by me at Berwick-on-Tweed on the twenty third day of February Nineteen hundred and fifty three before these witnesses John Norman Connel, Bank Manager and James Cormack, Bank Accountant, both of The National Bank of Scotland, Limited, Bridge End, Berwick-on-Tweed.

SIGNED and DECLARED by the said SIR WILLIAM BURRELL as and for his Trust Disposition and Settlement and Last Will and Testament before and in presence of us who in his presence and in presence of one another adhibit our signatures as witnesses.

(Sgd) J Connel, Witness  
THE NATIONAL BANK OF SCOTLAND LIMITED,  
BRIDGE END, BERWICK-ON-TWEED  
Bank Manager

(Sgd) J Cormack, Witness  
THE NATIONAL BANK OF SCOTLAND LIMITED,  
BRIDGE END, BERWICK-ON-TWEED

**Codicil (1) to Trust Disposition and Settlement made by Sir William Burrell on 2 March 1956 and registered in the Books of Council and Session on 11 April 1958**

I, SIR WILLIAM BURRELL, Knight, residing. at Hutton Castle Berwickshire, Do hereby make the following Codicil to my Trust Disposition and Settlement dated Twenty third February Nineteen hundred and fifty three:- (FIRST) Should my wife Lady Constance Mary Lockhart Burrell predecease me I cancel the direction to my Trustees in Purpose In the Third Place of my said Trust Disposition and Settlement to sell my linen and I hereby direct my Trustees to deliver free of all Duty and charges my said linen to my daughter Marion and (SECOND) I provide that the increased Annuity which my wife Lady Constance Mary Lockhart Burrell shall be entitled to claim and receive in terms of Purpose In the Sixth Place of my said Trust Disposition and Settlement shall be reduced from a total not exceeding Five thousand pounds free of all Duties, Taxes, Income and Sur Tax, charges and others as specified in the said Sixth Place to a total not exceeding Three thousand pounds free of all Duties, Taxes, Income and Sur Tax, charges and others as specified in said Sixth Place; And subject to the foregoing alterations and additions I confirm my said Trust Disposition and Settlement and consent to the registration hereof therewith for preservation: IN WITNESS WHEREOF this Codicil is signed and declared by me at Hutton Castle, Berwickshire, on the Second day of March Nineteen hundred and fifty six before these witnesses James Fairley, three Elton Terrace, Tweedmouth, Inspector, River Tweed Police and Isabella Mossman Skene, Cook at Hutton Castle aforesaid

SIGNED and DECLARED by the said SIR WILLIAM BURRELL as and for a Codicil to his Trust Disposition and Settlement and Last Will and Testament before and in presence of us who in his presence and in presence of one another adhibit our signatures as witnesses.

(Sgd) James Fairley Witness  
3 Elton Terrace,  
Tweedmouth Inspector,  
River Tweed Police

(Sgd) Isabella M Skene,  
Witness Hutton Castle  
Berwick-on-Tweed  
Cook

**Codicil (2) to Trust Disposition and Settlement made by Sir William Burrell on 25 April 1956 and registered in the Books of Council and Session on 11 April 1958**

I, SIR WILLIAM BURRELL, Knight, residing at Hutton Castle, Berwickshire, Do hereby make the following further Codicil to my Trust Disposition and Settlement dated Twenty third February Nineteen hundred and fifty three and the Codicil thereto dated Second March Nineteen hundred and fifty six:-

(FIRST) I revoke and cancel Purpose In the Sixth Place of my said Trust Disposition and Settlement and Purpose (Second) of my said Codicil; (SECOND) I declare and note for my Trustees' information that I have given to my wife Lady Constance Mary Lockhart Burrell Twenty thousand pounds; two and one half per centum Savings Bonds 1964/67 on the understanding (with which she has concurred) that should I predecease her she will use the Capital thereof and any other Capital she may have so far as may be required from time to time, taking into account any Income she has in her own right, to give her a net annual sum, free of all deductions in respect of Income Tax and Sur Tax and in respect of any other present or future taxes, charges, assessments or impositions, of Two thousand pounds or should she find it necessary without assigning any reason therefor the said annual sum may be increased in any one year to a total not exceeding Two thousand five hundred pounds free of all Income Tax and Sur Tax, charges and others as aforesaid; And I direct my Trustees to pay any Estate Duty or other Government Duty that may be exigible on my death in respect of the said gift and to my said wife; (THIRD) In the event of my said wife having applied all her Capital as aforesaid and so intimating to my Trustees I direct them to pay to her free of Duty from the date of such intimation an Annuity at such rate as after allowing for any Income she may be entitled to from time to time under any Will, Settlement or other deed will give her an annual Income of Two thousand pounds free of all deductions in respect of her Income Tax and Sur Tax and in respect of any other present or future taxes, assessments or impositions; Which Annuity shall be payable half yearly at Whitsunday and Martinmas or at such other more frequent times as my Trustees may find it convenient and which Annuity shall be strictly alimentary and not assignable by my said wife; And with regard to said Annuity I specially provide and declare that should my Trustees consider my wife requires a bigger Income than Two thousand pounds in any one year, of which they shall be the sole judges, they are hereby authorised to pay to my said wife such additional sum or sums as they in their sole discretion consider necessary and as they in their sole discretion consider can be paid from my Estate; And should the Income

from my Estate not be sufficient to provide the said Annuity and any additional sum or sums to be paid to my wife in terms hereof any deficiency is to be met out of the Capital of my Estate, including my interest in The Blackburn Estate Company Limited, The Whiterig Estate Company Limited, and The Hutton Estate Company Limited; Should my said wife in any year not require the full Income of Two thousand pounds and so intimate to my Trustees they shall pay her such lesser Annuity in that year as she may request such lesser Annuity being free of all deductions in respect of Income Tax and Sur Tax and of any other taxes as before provided in respect of the original Annuity; (FOURTH) With reference to the provisions in Purpose In the Ninth Place of my said Trust Disposition and Settlement I hereby direct my Trustees if they consider it necessary in place of making the offers specified in said Purpose In the Ninth Place to sell Hutton Castle with its lodges, gardens, grounds, policies and the whole other lands and buildings which may belong to The Hutton Estate Company Limited by private bargain or public auction on the death of my said wife should she survive me or on my own death should she predecease me or on the renunciation by my said wife of the liferent conferred on her in Purpose In the Fifth Place (one) of my said Trust Disposition and Settlement and the net proceeds of such sale shall be held with and as part of the residue of my means and estate; And I direct that in the event of Hutton Castle with its lodges and others as aforesaid being sold there shall be excluded from the sale all objects of art including stained glass, carved stones, lintels, panelling and others built in to the structures of the walls or otherwise which form part of the Burrell Collection as referred to for my Trustees' information in Purpose In the Seventh Place of my said Trust Disposition and Settlement and (FIFTH) I wish to record for my Trustees' information that I have agreed with the Corporation of the City of Glasgow that the provisions of the Memorandum of Agreement between my wife and me and the said Corporation dated Thirtieth March and Sixth April Nineteen hundred and forty four as amended by relative correspondence and the Supplementary Memorandum of Agreement dated Twenty second and Thirtieth November Nineteen hundred and fifty one shall be further amended to the effect that the Museum to house the Burrell Collection shall not be situated at Dougalston Estate, Milngavie, but at a site to be approved by my said wife and me or our respective Trustees and Executors and the said Corporation; And subject to the foregoing alterations and additions I confirm my said Trust Disposition and Settlement and Codicil and consent to the registration hereof therewith for preservation: IN WITNESS WHEREOF this Codicil typewritten on

this and the two preceding pages is signed and declared by me at Hutton Castle, Berwickshire on the Twenty fifth day of April Nineteen hundred and fifty six before these witnesses James Fairley, three Elton Terrace, Tweedmouth, Inspector River Tweed Police and Isabella Mossman Skene, Cook at Hutton Castle aforesaid.

SIGNED and DECLARED by the said SIR WILLIAM BURRELL as and for a further Codicil to his Trust Disposition and Settlement and Last Will and Testament before and in presence of us who in his presence and in presence of each another adhibit our signatures as witnesses.

(Sgd) James Fairley (Witness)  
3 Elton Terrace,  
Tweedmouth Inspector,  
River Tweed Police

(Sgd) Isabella M Skene,  
(Witness) Hutton Castle,  
Berwick-on-Tweed Cook

**Codicil (3) to Trust Disposition and Settlement made by Sir William Burrell on 6 July 1956 and registered in the Books of Council and Session on 11 April 1958**

I, SIR WILLIAM BURRELL, Knight, residing at Hutton Castle, Berwickshire, Do hereby make the following further Codicil to my Trust Disposition and Settlement dated twenty third February Nineteen hundred and fifty three and the Codicils thereto dated respectively second March and twenty fifth April Nineteen hundred and fifty six:- I direct my Trustees to deliver free of all Duty and charges to my wife Lady Constance Mary Lockhart Burrell, the whole jewellery pearls and furs belonging to me at the date of my death, including therein the whole furs, pearls and jewellery which she gifted and delivered to me in the years Nineteen hundred and thirty one and Nineteen hundred and forty nine: And subject to the foregoing alteration and addition I confirm my said Trust Disposition and Settlement and Codicils and consent to the registration hereof therewith for preservation: IN WITNESS WHEREOF this Codicil is signed and declared by me at Morecambe on the Sixth day of July Nineteen hundred and fifty six before these witnesses William Alan Coe, Grant Hotel, Morecambe, Hotel Manager, and Anne Ibbetson, Twelve Laneside Terrace, Chiswell, near Leeds, Receptionist.

SIGNED and DECLARED by the said SIR WILLIAM BURRELL as and for a further Codicil to his Trust Disposition and Settlement and Last Will and Testament before and in presence of us who in his presence and in presence of each another adhibit our signatures as witnesses.

(Sgd) W A One  
Grand Hotel,  
Morecambe Hotel  
Manager

(Sgd) A Ibbetson  
12 Laneside Terrace, Chiswell, Nr  
Leeds Receptionist

**Memorandum of Agreement between Sir William Burrell and Lady Constance Mary Lockhart Burrell and The Corporation of the City of Glasgow dated 30 March and 6 April 1944**

MEMORANDUM of AGREEMENT between SIR WILLIAM BURRELL and LADY CONSTANCE MARY LOCKHART BURRELL, his wife, of Hutton Castle, Berwick-on-Tweed (hereinafter referred to as “the Donors”) and the CORPORATION OF THE CITY OF GLASGOW acting under the Glasgow Public Parks Acts 1878 to 1937 (hereinafter referred to as “the Donees”)

WHEREAS the Donors have gifted to the Donees, on behalf of the City of Glasgow, their collection of pictures, tapestries, stained glass and other works of art at present (one) housed in Hutton Castle aforesaid and adjoining buildings; (two) in various Museums and Cathedrals and in storage in Great Britain, and (three) in America, and all as hereinafter more fully described and hereinafter referred to as “the Collection”, and that in the manner and on the conditions hereinafter set out and the Donees have accepted “the Collection” on these conditions, THEREFORE the Parties have AGREED and Do hereby AGREE as follows:-

- FIRST. The Collection shall be known as “The Burrell Collection” and shall be so described for all purposes: and it is to be clearly understood and known that the bequest and gift of the Collection is from the Donors jointly and that their names shall always be associated in respect of it.
- SECOND. The part of the Collection housed in Hutton Castle and outhouses comprises the contents of Hutton Castle with the exception of all modern articles of furniture and plenishing and personal effects, pearls, jewellery and furs the Spode Dinner Service made by Copeland and Garrett (two birds design) and a needlework Settee which belonged to Lord Beaconsfield and all items contained in Photo Book titled “Hutton Castle Y” which the Donors do not consider suitable for the Collection but includes without prejudice to said generality, needlework, lace, tapestries, books, pictures, drawings, stained glass (some fixed in windows), furniture, carpets and rugs, curtains, wood carvings, bronzes, swords, maces, glass, pottery, silver (except modern silver) alabasters, stone statues, porcelain, objets d’art, oak panelling in the Dining Room of the Castle, and all fireplaces, lintels, jambs and doors in the Castle, corbels, carved stones and all other objects of art, built into the structure of the walls or otherwise and also notwithstanding the above reference to modern articles the modern curtains in the Drawing Room, Hall and Dining Room which are to form part of the Collection and so enable these rooms to be reproduced in the building in which the Collection is to be housed as aftermentioned.

- THIRD. The part of the Collection in various Museums and Cathedrals and in storage in Great Britain comprises pictures, bronzes, works of art, glasses, stained glass, tapestries, carpets, needlework, lace and other articles including silver belonging to the Donors in, lent to or stored with or by The National Gallery, Trafalgar Square, London; The Victoria and Albert Museum, London; The National Gallery - British Art - (Tate Gallery) Millbank, London; The London Museum (Lancaster House) London; The Tower of London; The Ashmolean Museum, Oxford; Christ Church College, Oxford; Winchester Cathedral; Chichester Cathedral; City of Perth Museum and Art Gallery; Dundee Public Libraries Museum and Art Galleries; The Royal Scottish Museum Edinburgh; Glasgow Art Galleries and Museum (Kelvingrove Art Gallery and King's Park); Laing Art Galleries and Museum, Newcastle-on-Tyne; Durham Cathedral including the Galilee Chapel; Bowes Museum, Barnard Castle, County Durham; City Art Gallery Leeds; Temple Newsham House, Leeds; Belgrave Hall, Leicester; Ely Cathedral; Fitzwilliam Museum Cambridge; Luton Public Museum, Luton; the Museum and Art Galleries Ipswich; Torre Abbey Art Gallery, Torquay; The National Museum of Wales, Cardiff; the Public Library and Art Gallery, Huddersfield; Aston Hall, Birmingham; City Museum and Art Gallery, Birmingham; Poyle Manor, Colnbrook, Buckinghamshire (in which two valuable pieces of furniture are at present stored with Mr. John Hunt); Messrs. F. Partridge and Sons Store near Aberystwyth, Wales; their Store at Barbizon House, King Street, St. James', London; their Store near Stilton by Peterborough and their Store at North Myonus Park, Hatfield, Hertfordshire; Mr. Frank Partridge's House videlicet. Salisbury House, Potters Bar and Mr. Wilfrid Drakes House, Cassilis, Fifty one Peters Road, St. Margaret on Thames and certain items in Hutton Castle and outhouses which are temporarily stored there but which are no part of the Hutton Castle furnishings but excludes the picture "Grief" stored in the Kelvingrove Galleries, Glasgow, which the first named Donor intends to bequeath to the Ryks Museum, Holland, various articles which he intends to bequeath to certain Museums and Art Galleries in Great Britain and which he considers unsuitable for the Collection and the articles stored at Eight Great Western Terrace, Glasgow.
- FOURTH. The part of the Collection in America comprises one stained glass window Fourteen feet Seven inches high and two other valuable panels of stained glass stored by Messrs. Thomas and Drake, New York.
- FIFTH. The part of the Collection described in Article Second hereof shall be delivered to the Donees on the death of the survivor of the Donors but such survivor shall have power to advance such date of delivery as he or she may determine but declaring that until such time as Hutton Castle may come to be used as a Public Institution not more than four of the oak doors in the Castle shall be removed by the Donees. It is understood that under existing legislation no death duties will be exigible on the Collection on the Donors deaths but the Donees undertake to meet any death duties which for any reason may be prestable and so free and relieve the Donors estates thereof. Should it be necessary for the first named Donor's Trustees in the event of a capital levy in order to secure the provisions made by him for his



wife and others by testamentary bequest to realise some of this part of the Collection they shall be entitled in their sole discretion to do so and the Donees shall be free of any obligation as regards death duties on the part of the Collection so realised.

SIXTH. The gift of the parts of the Collection described in Articles Third and Fourth hereof shall take effect on the completion of these presents and the first named Donor shall as soon as possible thereafter give written instructions to the various custodiers of the articles comprised in the gift to hold said articles to the order of the Donees or their nominees. In the event of the donees taking actual possession of any tapestry, carpets, needlework, lace or other textiles before the building to house them is erected they shall not exhibit the same in any building within sixteen miles from the Royal Exchange Glasgow and should they take actual possession of any articles other than the foregoing and exhibit them in Glasgow or elsewhere they shall transfer them as well as all tapestries, carpets, needlework, lace or other textiles to the building to be built as aftermentioned for housing the Collection when the same is built so that the whole Collection shall be permanently shown together there.

SEVENTH. As from the last, date hereof the Donees undertake liability for all insurance charges, storage charges and other expenses connected with that part of the Collection described in Articles Third and Fourth hereof and further undertake for all time from said date to keep them fully insured against all risks (except War Risks) and that at values not less than the present insured values and so enable the Donees to replace with others any articles lost or destroyed and the Donees shall similarly insure as from said date in the joint name of the donors and donees for their respective interests at the expense of the donees that part of the Collection described in Article Second hereof and any articles added to the Collection as aftermentioned as from the date or dates when such additions are made. The Donors recommend that all such insurances and any others required by this Agreement shall be effected through the Agency of John Barrington Bodie, Insurance Broker, One hundred and twenty four Saint Vincent Street, Glasgow (who has attended to the insurance of the Collection on the Donors' behalf for many years and has a full knowledge of all its details).

EIGHTH. The Collection shall be housed by the Donees in a suitable distinct and separate building to be erected by the Donors in the near vicinity of a sufficient water supply so that in the event of fire a plentiful supply of water will be available specially as a Museum to house the Collection on a site to be chosen by the Donees in accordance with plans to be submitted to and approved by the Donors' or their Testamentary Trustees and by the Donees within four miles of Killearn Stirlingshire and not less than sixteen miles from Glasgow Royal Exchange and shall be retained there as a separate Collection. Such site shall be provided by and the title taken in the name of the Donees at their expense and the whole expense of and costs incidental to the care and upkeep of the Collection (and of any additions made thereto by the Donors or their Testamentary Trustees or by their daughter as after provided) in all time coming including keeper, officials,

day and night attendants, the supplying of plate glass for the tapestries and the costs of transporting the various articles of the Collection from different Galleries et cetera, shall be borne by the Donees. The Donors recommend that the Donees should consult Mr. Wilfrid Drake, Cassilis, St. Peters Road, St. Margaret-on-Thames, Middlesex, as to forming the windows and placing the stained glass in the building to be provided to house the Collection, and that the Collection so far as possible be shown as it would be if in a private house e.g. the stained glass instead of being shown altogether should be shown in as many specially constructed windows of the building as possible and the tapestries, furniture, beds et cetera, should be placed in rooms throughout the building with other appropriate furniture so as to ensure that the building has as little semblance to a Museum as possible.

NINTH. The building in which the Collection is housed shall contain only (one) the Collection gifted by the Donors and any further articles purchased by the Trustees of either of them for the Collection as aftermentioned, (two) any articles which may hereafter be donated to the Collection by the Donors or either of them, and (three) any articles which may be donated or bequeathed to the Donees by the Donors' daughter, Miss Marion Burrell, provided the said articles be deemed, by the experts to be appointed hereafter to advise on purchases for the Collection, suitable for the Collection, and no other pictures or works of art of any description shall be housed therein. It is the Donors wish that the Collection should comprise only works of the highest merit and the Donees shall not be entitled on any pretext whatever to sell, or donate or exchange any item or part of the Collection once it has formed part of the Collection but the Donees shall be entitled from time to time to lend temporarily to responsible bodies any article or articles forming part of the Collection as they may think fit for exhibition in any Public Gallery in Great Britain.

TENTH. The first named Donor undertakes by his Testamentary Settlement to provide that his Trustees on the expiry of the liferent and other provisions for his said wife and after satisfying certain legacies and bequests which include without prejudice to said generality bequests of Hutton Castle and its policies, his interest in Hutton Estate Company Limited, Blackburn Estate Company Limited and Whiterig Estate Company Limited, shall hold the whole residue and remainder of his means and estate with the exception of all pearls, jewellery and furs with instructions to apply as much of the capital thereof as his said Trustees shall consider necessary, and of which they shall be the sole judges towards the erection of the building to house the Collection and the provision of all drains, sewers, water pipes, electric cables et cetera and to apply the income of the balance of said residue in the purchase of pictures and works of art (a very decided preference being given to works of art of the highest standard of the Gothic period). Instructions as to the manner in which such purchases shall be made will be given by the first named Donor in his Testamentary Settlement. The Donees shall at their expense insure and keep insured for all time the said building, when completed, for not less than the cost thereof and shall further be liable in all

time for all ground burdens, rates and taxes affecting the said building and for the whole costs of the repair and maintenance of the same.

- ELEVENTH. In case of any dispute or difference arising between the parties as to the true meaning and intent of these presents or any of the articles hereof or as to the implement or non implement thereof such dispute or difference shall be submitted and referred to the amicable decision, final sentence and decree arbitral of an Arbiter to be mutually chosen and failing whom to be named by the Sheriff of the County of Lanark and whatever the said Arbiter shall decide shall be final and binding upon both parties.
- TWELFTH. In the event of it being found necessary to obtain the authority of Parliament to acquire the ground and incur the expenditure necessary for the repair and maintenance of the building contemplated in Article Eighth hereof the Donees hereby undertake to apply for the necessary powers.
- LASTLY. Both Parties consent to the registration hereof and of any Decrees arbitral interim or final for preservation: IN WITNESS WHEREOF these presents consisting of this and the three preceding pages are executed, in duplicate, as follows videlicet:- they are sealed with the Common Seal of the said The Corporation of Glasgow and subscribed by William McCubbin Lee and Hugh Turner MacCalman, two members of the said Corporation and by William Kerr, Town Clerk of said City all for and on behalf of said Corporation acting as aforesaid, at Glasgow on Thirtieth March Nineteen hundred and forty four before these witnesses Thomas Marr, Writer and Andrew Dunlop Ralston, Law Apprentice both in the Town Clerk's Office, Glasgow; and they are signed by the said Sir William Burrell and Lady Constance Mary Lockhart Burrell at Berwick-on-Tweed on Sixth April in the year last mentioned before these witnesses John Norman Connel, Agent and John Cormack, Accountant, both in The National Bank of Scotland Limited, Berwick-on-Tweed.

(Sgd) John Norman Connel, Witness  
(Sgd) John Cormack, Witness  
(Sgd) Thomas Marr, Witness  
(Sgd) Andrew Dunlop Ralston, Witness

(Sgd) William Burrell  
(Sgd) Constance Mary Lockhart Burrell  
(Sgd) William McCubbin Lee  
(Sgd) Hugh T MacCalman  
(Sgd) William Kerr

**Letter confirming amendment to Memorandum Agreement dated 5 January 1945**

5th January 1945.

The Town Clerk,  
City Chambers,  
Glasgow,

Dear Sir,

Burrell Collection

As arranged with Mr Gordon, we write to confirm that Sir William and Lady Burrell agree that Article Eighth of the Agreement between them and the Corporation of Glasgow shall be held to be amended to the effect that the site to be selected by them for the building to be erected to house the Collection shall be within four miles of Killearn, Stirlingshire and not less than thirteen miles in a direct line from Glasgow Royal Exchange.

It was further agreed with Mr. Gordon that this amendment would be sufficiently evidenced by you having this letter sewn up with the Corporation's duplicate of the Agreement and by our having your acknowledgment of this letter sewn up with Sir William and Lady Burrell's duplicate. We shall be glad to have your acknowledgment accordingly.

Yours faithfully

(Sgd.) Bannatyne, Kirkwood, France & Co.

*These notes relate to the Burrell Collection (Lending And Borrowing) (Scotland) Act 2014 (asp 4)  
which received Royal Assent on 25 February 2014*

**Letter acknowledging amendment to Memorandum Agreement dated 6 January 1945**

The Corporation of Glasgow,  
City Chambers,  
Glasgow, G.2.

6<sup>th</sup> January, 1945

Messrs. Bannatyne, Kirkwood, France & Co.,  
Solicitors,  
145 West George Street,  
Glasgow, G.2.

Dear Sirs,

Burrell Collection.

I have to acknowledge receipt of your letter of yesterday's date confirming that Sir William and Lady Burrell agree that Article Eighth of the Agreement between them and the Corporation of Glasgow shall be held to be amended to the effect that the site to be selected by them for the building to be erected to house the Collection shall be within four miles of Killearn, Stirlingshire and not less than thirteen miles in a direct line from Glasgow Royal Exchange.

As suggested by you, I am having your letter sewn up with the Corporation's duplicate of the Agreement as evidence of the amendment and note that you are to have this letter sewn up with your clients' duplicate.

Yours faithfully,  
(Sgd) A. C Scott,  
Town Clerk Depute.

**Supplementary Memorandum of Agreement between Sir William Burrell and Lady Constance Mary Lockhart Burrell and The Corporation of the City of Glasgow dated 22 and 30 November 1951**

Supplementary Memorandum of Agreement between Sir William Burrell and Lady Constance Mary Lockhart Burrell, his wife, of Hutton Castle, Berwick-on-Tweed (hereinafter referred to as “the Donors”) and The Corporation of the City of Glasgow, acting under the Glasgow Public Parks Acts 1878 to 1949 (hereinafter referred to as “the Donees”).

Whereas the Donors gifted to the Donees on behalf of the City of Glasgow, their collection of Pictures, Tapestries, Stained Glass and other works of art (hereinafter referred to as “the Collection”) on the conditions set out in a Memorandum of Agreement between the Donors and the Donees dated Thirtieth March and Sixth April Nineteen hundred and forty four and the Donees accepted the Collection on these conditions: And Whereas by Article Eighth of the said Memorandum of Agreement as amended by letter dated Fifth January Nineteen hundred and forty five from Bannatyne, Kirkwood, France and Company, One hundred and forty five West George Street, Glasgow, acting on behalf of the Donors, to the Town Clerk of the City of Glasgow, acting on behalf of the Donees, the said Collection is to be housed by the Donees in a suitable distinct and separate building on a site to be chosen by the Donees in accordance with plans to be submitted to and approved of by the Donors or their Testamentary Trustees and by the Donees within four miles of Killearn, Stirlingshire and not less than thirteen miles from Glasgow Royal Exchange and shall be retained there as a separate collection: And Whereas after extensive enquiry and search by the Donees no suitable site could be found to comply with the conditions laid down in the said Article Eighth as amended as aforesaid: And Whereas a suitable site was found at Mugdock Estate, Milngavie and the Donees with the Donors' consent entered into negotiations with the proprietor for the purchase thereof but were not able to arrange a sale on terms satisfactory to all parties; And Whereas Mrs. Therese Grabowsky or Connell, Widow of Arthur Cuthbert Connell, proprietrix of the Estate of Dougalston, Milngavie has offered the said Estate as a gift to the Donees (subject to her

retaining a life interest in the said Estate) as a site for the Museum to accommodate the said Collection and the Donees with the consent of the Donors have accepted the said Estate in terms of the said offer: Therefore the parties have agreed and do hereby agreed as follows:-

FIRST: The terms of said Article Eighth of said Memorandum of Agreement amended as aforesaid are further amended so far but so far only that the Museum to house the said Collection shall be situated on the said Estate of Dougalston and the Donees undertake that the Museum shall be erected on the said Estate – the Mansion House thereon being used so far as may be practicable as the nucleus of said museum and except as so far varied said Article Eighth shall remain in force and receive effect in all respects and

SECOND: Both parties consent to the registration hereof along with said Memorandum of Agreement for preservation: IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed by the parties hereto in duplicate as follows videlicet:- they are sealed with the Common Seal of the of the said The Corporation of the City of Glasgow and subscribed by William Weir Findlay and James Johnston, two members of the said Corporation and by William Kerr, Town Clerk of said City all for and on behalf of the said Corporation acting as aforesaid at Glasgow on the Twenty second day of November Nineteen hundred and fifty one before these witnesses John Edgar Salmond, Clerk and Ian Scott McFarlane, Law Apprentice, both in the Town Clerk's office, Glasgow and they are subscribed by the said Sir William Burrell and Lady Constance Mary Lockhart Burrell both at Berwick-on-Tweed on the thirtieth day of the month and year last mentioned before these witnesses Harold Wood, Manager and Donald Spencer Mackey, Chief Clerk, both of Barclays Bank Limited, Berwick-on-Tweed.

(Sgd) John Edgar Salmond, witness

(Sgd) Ian Scott McFarlane, witness

(Sgd) Harold Wood, witness

(Sgd) Donald Spencer Mackey, witness

(Sgd) A W Finlay

(Sgd) J.A.S. Robertson

(Sgd) William Kerr

(Sgd) William Burrell

(Sgd) C M L Burrell

**Letter confirming amendment to Supplementary Memorandum of Agreement dated  
16 April 1956**

16 April, 1956.

The Town Clerk,  
City Chambers,  
Glasgow.

Dear Sir,

Burrell Collection  
Ref. SH/NC

We refer to your letter of 28<sup>th</sup> ult., and write to confirm that the following alterations to the Memorandum of Agreement between Sir William Burrell and Lady Burrell and the Corporation of the City of Glasgow dated 30<sup>th</sup> March and 6<sup>th</sup> April, 1944 as amended by our letter of 5<sup>th</sup> January, 1945 and your acknowledgment of 6<sup>th</sup> January, 1945 and the Supplementary Memorandum of Agreement between the same parties dated 22<sup>nd</sup> and 30<sup>th</sup> November, 1951 are agreed.

Article Eighth of the Memorandum of Agreement as amended by said letters and Article First of the Supplementary Memorandum of Agreement are held to be amended to the effect that the Museum to house the Burrell Collection shall not be situated on the Estate of Dougalston, Milngavie, but on a site to be chosen by the donees and approved by the donors or their Testamentary Trustees or Executors.

Article Eighth of the Memorandum of Agreement of 30<sup>th</sup> March and 6<sup>th</sup> April, 1944 shall be held to be further amended to the effect that the Architect to prepare the plans for the Museum to house the Burrell Collection shall be approved of by the donors or their Testamentary Trustees or Executors and the donees and it is confirmed that the plans shall be submitted to and approved of by the donors or their Testamentary Trustees or Executors as well as by the donees.

As Sir William Burrell has already gifted £450,000 to the Corporation of the City of Glasgow towards the cost of the erection of the Museum to house the Burrell Collection Article Eighth of the Memorandum of Agreement dated 30<sup>th</sup> March and 6<sup>th</sup> April, 1944 is to be held as further amended to the effect that the Corporation shall meet the cost of the



*These notes relate to the Burrell Collection (Lending And Borrowing) (Scotland) Act 2014 (asp 4)  
which received Royal Assent on 25 February 2014*

erection of said Museum and no part of the cost shall be borne by the donors or their Testamentary Estates and Article Tenth of said Memorandum of Agreement shall be held to be amended to the effect that Sir William Burrell undertakes by his Testamentary Settlement to provide that his Trustees, on the expiry of the liferent and other provisions for Lady Burrell and after satisfying certain legacies and bequests all as specified in the said Article, shall hold the whole residue and remainder of his means and estate with the exceptions therein specified with instructions to apply the Income thereof in the purchase of pictures and works of art and no part of the Capital of said residue shall be applied towards the cost of erecting the building to house the Burrell Collection.

It is agreed that these amendments will be sufficiently evidenced by your having this letter sewn up with the Corporation's duplicate of the Agreement and by our having your acknowledgment of this letter sewn up with Sir William and Lady Burrell's duplicate, and we shall be glad to have your acknowledgement accordingly.

Yours faithfully

(Sgd) Bannatyne, Kirkwood, France & Co

*These notes relate to the Burrell Collection (Lending And Borrowing) (Scotland) Act 2014 (asp 4)  
which received Royal Assent on 25 February 2014*

**Letter acknowledging amendments to Supplementary Memorandum of Agreement  
dated 22 August 1956**

The Corporation of Glasgow,  
City Chambers  
Glasgow, G.2.  
22<sup>nd</sup> August 1956

Messrs Bannatyne, Kirkwood, France & Co.,  
145 West George Street,  
Glasgow, G.2.

Dear Sirs,

Burrell Collection

I refer to your letter of date 30th July last and have to confirm that the amendments to the Agreement between Sir William and Lady Burrell and the Corporation as contained in your letter of date 16th April last, have been accepted by the Corporation.

Yours faithfully,  
(sgd) Alex. Rouke.  
Town Clerk Depute.