



CHAPTER x.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to the Melville Trust. A.D. 1922.

[31st May 1922.]

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

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed. Confirmation of Order in schedule.

2. This Act may be cited as the Melville Trust Order Confirmation Act 1922. Short title.

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SCHEDULE.

MELVILLE TRUST.

Provisional Order to incorporate a body of Trustees for the administration of the estate of the late George Fisher Melville to enable the Trustees to sell or otherwise deal with that estate and to confer other powers on the Trustees in relation thereto to vary in other respects the testamentary writings of the said George Fisher Melville and to make provision for the application of the residue of the said estate and for other purposes.

WHEREAS George Fisher Melville Advocate of number 12 Moray Place Edinburgh died at Cirencester in the county of Gloucester on the twelfth day of July one thousand nine hundred and seventeen domiciled in Scotland and survived by his wife Mrs. Maud Babington or Melville but without leaving any issue :

And whereas the said George Fisher Melville (hereinafter referred to as "the Truster") left the following testamentary writings videlicet :—

1. Holograph writing dated the twentieth day of April one thousand nine hundred and four and the tenth day of June one thousand nine hundred and five ;
2. Nomination of executors dated the sixth day of November one thousand nine hundred and six (not holograph) ;
3. Codicil dated the twenty-seventh day of November one thousand nine hundred and six (not holograph) ;
4. Holograph writing dated at commencement the nineteenth and in the testing clause the twenty-first day of December one thousand nine hundred and fourteen ;
5. Holograph writing dated the fifth day of July one thousand nine hundred and sixteen ;

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6. Holograph writing dated the sixth day of September one thousand nine hundred and sixteen;
7. Holograph writing dated the sixteenth day of September one thousand nine hundred and sixteen;
8. Holograph writing dated the ninth and twelfth days and in the testing clause the twenty-second day of September one thousand nine hundred and sixteen;
9. Holograph writing dated the twenty-fifth day of October one thousand nine hundred and sixteen;
10. Holograph writing bearing to be dated the first day of December one thousand eight hundred and ninety-six but believed to have been in fact executed on a date in December one thousand nine hundred and sixteen :

And whereas copies of the said testamentary writings are set forth in the schedule to this Order :

And whereas the said testamentary writings were registered in the Books of Council and Session on the eighth day of October one thousand nine hundred and seventeen :

And whereas by the holograph writing dated the twentieth day of April one thousand nine hundred and four the Truster appointed trustees who included the officials subsequently named as trustees in the holograph writing dated the nineteenth and twenty-first days of December one thousand nine hundred and fourteen and hereinafter named :

And whereas by the nomination of executors dated the sixth day of November one thousand nine hundred and six the Truster revoked all nominations of executors and of testamentary trustees executed by him before that date and made a new appointment of executors and trustees :

And whereas by the holograph writing dated at the commencement the nineteenth and in the testing clause the twenty-first days of December one thousand nine hundred and fourteen the Truster recalled the wills he had made and gave and disposed to the Dean of the

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Faculty of Advocates in Edinburgh the Keeper of the Signet and the Master of the Merchant Company (that is the Company of Merchants of the city of Edinburgh hereinafter referred to as "the Merchant Company") all that he possessed heritable and movable with the following direction as regards the residue of his estate videlicet "The whole is to be kept and accumulated till the whole of the beneficiaries are dead and the residue is to be devoted to the care and cure of cancer":

And whereas by the holograph writing dated the fifth day of July one thousand nine hundred and sixteen the Truster directed as follows "I direct that nothing shall be sold but everything kept till all the beneficiaries are dead then the balance shall be devoted to the care and cure of cancer":

And whereas by the holograph writing dated the ninth twelfth and twenty-second days of September one thousand nine hundred and sixteen in the portion thereof dated the ninth day of September one thousand nine hundred and sixteen the Truster provided as follows "I renew the Will which I have formerly made":

And whereas by the holograph writing dated the twenty-second day of September one thousand nine hundred and sixteen the Truster appointed William Hunter Marshall and William Babington as his executors:

And whereas the Truster died possessed of personal estate of the estimated value (inclusive of certain funds vested in the trustees of a post-nuptial marriage settlement to secure the provisions thereby made for the Truster's wife) of two hundred and ten thousand pounds and of heritable properties in Edinburgh and North Berwick and of real property in Cirencester and of rights of superiority in Edinburgh and Dundee of the estimated value of forty-nine thousand pounds:

And whereas the said William Hunter Marshall and William Babington presented a petition in the Sheriff Court of the Sheriffdom of the Lothians and Peebles at Edinburgh for the appointment of executors and the Sheriff authorised the issue of confirmation in their favour as executors nominate of the Truster and they obtained confirmation dated the third day of December one thousand nine hundred and seventeen:

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And whereas the said William Hunter Marshall and William Babington having proceeded with the administration of the Truster's estate executed a deed of assumption and conveyance dated the third and fifth days of February and registered in the Books of Council and Session the seventh day of September one thousand nine hundred and twenty whereby they assumed the then Dean of the Faculty of Advocates the Keeper of the Signet and the then Master of the Merchant Company as executors under the said testamentary writings :

And whereas the said William Hunter Marshall and William Babington thereafter resigned the office of executor under the said testamentary writings conform to minute of resignation dated the ninth and eleventh days of February and registered in the Books of Council and Session the seventh day of September one thousand nine hundred and twenty and the then holders of the offices named in the holograph writing dated the fifth day of July one thousand nine hundred and sixteen having accepted the trust thereby vested in them and the office of executor to which they were assumed as aforesaid the Truster's estate was transferred to them and they granted a discharge in favour of the said William Hunter Marshall and William Babington as executors aforesaid conform to discharge dated the twenty-second day of July and the twenty-sixth day of August and registered in the Books of Council and Session the seventh day of September one thousand nine hundred and twenty :

And whereas the Dean of the Faculty of Advocates usually occupies that position for a comparatively short period but the Vice Dean of the said Faculty usually holds office for many years :

And whereas while the holder of the Office of Keeper of His Majesty's Signet holds that appointment for life the duties of the office are in fact performed by the Deputy Keeper of the Signet :

And whereas the Master of the Merchant Company in terms of the Act of Parliament incorporating the Company must be elected every year and though the retiring Master is eligible for re-election it is only in very exceptional circumstances that the same person holds office for more than two years :

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And whereas it is expedient in order to avoid expense and to secure continuity in the administration of the Truster's estate that a body of trustees consisting of the Vice Dean of the Faculty of Advocates the Deputy Keeper of the Signet a trustee appointed by the Merchant Company and other persons nominated by them should be incorporated to administer the said estate as provided in this Order :

And whereas Andrew Henderson of Edinburgh Bachelor of Science lately Master of the Merchant Company has been nominated by the Merchant Company as their first representative on the trust :

And whereas by his post-nuptial settlement and the testamentary writings hereinbefore recited or referred to the Truster bequeathed annuities to twelve persons who survived him and a considerable time must necessarily elapse before the bequest of residue for the care and cure of cancer can take effect :

And whereas in the meantime the Truster's directions that "the whole is to be kept and accumulated "till the whole of the beneficiaries are dead" and that "nothing shall be sold but everything kept till all the "beneficiaries are dead" will seriously hamper the trustees in the administration of the estate and in the preservation and realisation thereof for the purposes for which the Truster has directed the estate to be ultimately applied and it is therefore expedient that the trustees should be empowered without respect to the lives of the beneficiaries to sell or otherwise dispose of such portions of the trust estate real or personal as with due regard to the purposes aforesaid they may deem expedient and that such further powers in relation to the said estate as are contained in this Order should be conferred on the trustees :

And whereas having regard to the Accumulations Act 1800 doubts have arisen as to the effect of the Truster's direction that the whole of the estate is to be kept and accumulated till the whole of the beneficiaries are dead and it is expedient that after the expiration of the period of twenty-one years referred to in the said Act the trustees should be empowered to apply the free income of the Truster's estate in the manner provided by this Order :

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And whereas it is expedient that provision should be made for the settlement of a scheme for the application and administration of the trust fund upon the ultimate trust for the care and cure of cancer becoming effective :

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

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

1. This Order may be cited for all purposes as the *Melville Trust Order 1922.* Short title.

2. This Order shall except where otherwise expressly provided commence and have effect on and from the date of the Act confirming this Order. Commencement of Order.

3. In this Order the following expressions have the meanings hereby assigned to them unless there be something in the subject or context repugnant to such meanings :— Interpretation.

The expression “the Truster” means the late George Fisher Melville Advocate of No. 12 Moray Place Edinburgh and of Cirencester in the county of Gloucester ;

The expression “the trust fund” means the whole property funds and estate of the Truster heritable and moveable real and personal of every description from time to time subject to the trusts of the testamentary writings and all accumulations of income accrued and to accrue thereon ;

The expression “the testamentary writings” means the testamentary writings of the Truster copies whereof are set forth in the schedule hereto ;

The expression “the existing trustees” means the trustees appointed by the Truster under the testamentary writings and assumed as executors as aforesaid ;

The expression “the Trustees” means the trustees incorporated by this Order ;

The expression “the Merchant Company” means the Company of Merchants of the city of Edinburgh.

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Incorporation of
Trustees.

4. As from the first day of January one thousand nine hundred and twenty-three the persons hereinafter mentioned shall be and are hereby incorporated by the name of "The Melville Estate Trustees" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase and hold lands and to sue and be sued and with all other rights powers and privileges of a body corporate and as from the date aforesaid the persons so incorporated and their successors shall be and are hereby appointed trustees of the trust fund and shall hold and administer the trust fund under and for the purposes of and subject to the provisions of the testamentary writings so far as those provisions are not inconsistent with the provisions of this Order.

The persons hereinbefore referred to are :—

- (a) The Vice Dean of the Faculty of Advocates for the time being ex-officio;
- (b) The Deputy Keeper of the Signet for the time being ex-officio;
- (c) The said Andrew Henderson or other the person from time to time appointed a Trustee as hereinafter provided by the Merchant Company;
- (d) Such other persons (not exceeding in number six or such other number as may be prescribed in any scheme approved by the Court of Session as hereinafter provided) as the Trustees may appoint as Trustees in terms of the power in that behalf hereinafter conferred on the Trustees.

Power to
appoint
additional
Trustees.

5.—(1) The Trustees may in their discretion from time to time appoint as additional Trustees such persons as they may think fit and persons so appointed shall hold office for such period not exceeding five years as the Trustees shall in each case prescribe.

(2) Every Trustee so appointed shall be eligible for re-appointment from time to time on the expiration of his term of office.

(3) The appointment of additional Trustees and their re-appointment under this section shall be made by minute of appointment to be executed by the Trustees acting at the time of such appointment or re-appointment or a majority of them. A.D. 1922.

6.—(1) The said Andrew Henderson or failing him such other representative as the Merchant Company may before the first day of January one thousand nine hundred and twenty-three appoint to act in his room shall hold office for the term of five years from and after the first day of January one thousand nine hundred and twenty-three and shall then cease to be a Trustee and every Trustee appointed under the following subsection of this section shall continue in office for five years and shall then retire. Term of office &c. of representative of Merchant Company.

(2) Before the first day of January in the year one thousand nine hundred and twenty-eight and before the first day of January in each fifth year thereafter the Merchant Company shall appoint a person being a member of the Merchant Company to be a Trustee from and after such first day of January.

(3) Every Trustee appointed under this section shall upon the expiration of his term of office be eligible for re-appointment.

(4) The appointment of a Trustee by the Merchant Company under this section may be made in the manner which to the Merchant Company shall seem fit and the name of the person so appointed shall be intimated in writing by the Merchant Company to the Trustees.

7.—(1) The office of a Trustee other than a Trustee ex-officio shall be vacated by the expiration of the term of office for which he was appointed or by his death resignation bankruptcy or incapacity to act and in the event of any such vacancy arising otherwise than by the expiration of the term of office such vacancy may be filled up by the appointment by the Merchant Company or the Trustees as the case may be of a Trustee in the place of the Trustee so dying resigning becoming bankrupt or incapable of acting but in the case of a Trustee appointed by the Merchant Company the Trustee so appointed shall hold office only for the remainder of the period of office of the Trustee in whose place he is appointed but shall be eligible for re-appointment. Office of Trustee how vacated.

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(2) The resignation of a Trustee under this section shall be notified by letter addressed to the Trustees and such letter shall be entered in the minutes of the next meeting of the Trustees and such resignation shall take effect as at the date of such meeting.

Proceedings
not to be
invalidated
by failure
to appoint
Trustees
&c.

8. No failure or delay or defect in the appointment of a Trustee by the Merchant Company and no vacancy in the office of Trustee shall prevent the Trustees from acting in the execution of this Order nor shall any act or proceeding of the Trustees or of any committee appointed by them be invalidated or be illegal by reason or in consequence of any such failure defect delay or vacancy provided that the number of Trustees entitled to act is not thereby reduced below three.

Meetings of
Trustees.

9.—(1) Meetings of the Trustees shall be held twice in each year at such times as the Trustees may from time to time appoint and shall be convened by the law agent of the Trustees or by such one of the Trustees or by such other person as the Trustees may appoint in that behalf Provided that the first meeting of the Trustees shall be held in the month of January one thousand nine hundred and twenty-three.

(2) A special meeting of the Trustees shall be convened by the said law agent or such other person as aforesaid on the instructions of the chairman of the Trustees or on a requisition addressed to the said law agent or such other person as aforesaid signed by any three or more of the Trustees The notice convening such special meeting shall specify the objects for which the meeting is convened and only the matters so specified shall be considered and disposed of at such meeting.

(3) At all meetings of the Trustees three shall form a quorum.

(4) A meeting of the Trustees may be adjourned from time to time and in the event of any meeting of the Trustees failing from the non-attendance of a quorum such meeting shall be adjourned to such date as the Trustees present at the meeting may appoint and so from time to time.

Appoint-
ment of
chairman.

10.—(1) At their first meeting in each year the Trustees shall appoint one of their number to be chairman of the Trustees who shall continue in office until the first meeting in the following year and shall be eligible

for re-appointment The chairman shall preside at each meeting of the Trustees during the year of his appointment In the event of the office of chairman from any cause becoming vacant the Trustees shall supply the vacancy at their next meeting. A.D. 1922.

(2) In the absence of the chairman from any meeting or in the event of the office of chairman being vacant one of the Trustees to be chosen for that purpose by a majority of the Trustees present shall preside at such meeting.

(3) At every meeting of the Trustees the chairman or the Trustee presiding shall have a deliberative vote and also in the case of equality of votes a casting vote.

11. The Trustees may from time to time make such rules regulations and standing orders as they think fit in relation to the mode of conducting the business of the Trustees and the administration of the trust fund and may from time to time alter and revoke the same Provided that such rules regulations and standing orders are not inconsistent with the provisions of this Order. Rules for conducting business.

12. The Trustees shall cause minutes of all resolutions determinations acts and proceedings at meetings of the Trustees to be entered in a book or books to be provided for that purpose which minutes shall be subscribed by the chairman or in his absence by some other Trustee present at such meeting duly authorised by the Trustees to that effect and when so subscribed shall be deemed to be duly authenticated. Minute books to be kept.

13. The Trustees shall cause to be kept proper books and accounts of the affairs and management of the trust fund and shall cause the said books and accounts to be brought to a balance as upon the thirty-first day of December in each year or as upon such other day as the Trustees may prescribe and thereafter to be audited by an auditor to be appointed by the Trustees. Books and accounts to be kept.

14. The Trustees may if they think fit appoint and employ a law agent and factor and such other officer or officers all of their own number or otherwise as they may deem necessary to conduct and keep the affairs management and accounts of the trust fund upon such terms and conditions and at such salaries or remuneration as the Trustees may think fit and may pay such Appointment of officers.

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salaries or remuneration out of the trust fund The Trustees may appoint the same person to hold any two or more of the said offices.

Execution
of deeds
&c.

15. All deeds and writings shall be held to be validly executed if sealed with the common seal of the Trustees and subscribed by any two of their number provided that receipts for money received on account of revenue demands notices or other like documents requiring authentication by the Trustees may be signed by the law agent and factor of the Trustees or other person duly authorised by the Trustees in that behalf.

Service of
writs on
Trustees.

16. Any summons notice writ or other document whatsoever requiring to be served upon the Trustees may be served by the same being sent by post or delivered personally to the law agent of the Trustees.

Trustees
to be
gratuitous
trustees.

17. The Trustees shall be gratuitous trustees and shall be entitled to all the powers and privileges of such trustees both under common law and statute according to the law of Scotland for the time being.

Interim
administra-
tion by
existing
trustees.

18. The existing trustees may and shall continue to exercise all necessary acts of administration relative to the trust fund until the said first day of January one thousand nine hundred and twenty-three and from and after that date the existing trustees shall cease to be trustees of the trust fund or to exercise any right or power of administration in relation to the trust fund and shall as and when required by the Trustees execute all deeds and other documents and do all other acts and things which may be necessary for conveying and making over the trust fund to the Trustees.

Disposition
and assign-
ment in
favour of
Trustees.

19. For the purpose of enabling the Trustees to complete a title to the trust fund or any part thereof by expediting and recording a notarial instrument or notarial instruments or otherwise this Order shall be deemed to be and may be used as a general disposition or assignation as the case may be by the Truster of the property funds and estate forming the trust fund in favour of the Trustees.

Discharge
of existing
trustees.

20. The Trustees shall have power to grant a full and effectual discharge to the existing trustees from all claims competent against them in respect of their intrusions with the trust fund previous to the first day

of January one thousand nine hundred and twenty-three and on the accounts of the existing trustees being audited by such person or persons as the Trustees may appoint and on the trust fund having been conveyed and made over to the Trustees they shall be bound if required to grant such discharge without prejudice to the existing trustees applying for discharge in terms of the eighteenth section of the Trusts (Scotland) Act 1921 which mutatis mutandis shall be deemed to be applicable as though they were retiring trustees.

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21. Notwithstanding anything contained in the testamentary writings the existing trustees so long as they continue to be trustees of the trust fund and thereafter the Trustees may continue the existing investments of the trust fund or may from time to time realise and invest the same and any additions thereto in any security in which gratuitous trustees are or may hereafter be by any public general Act applicable to Scotland empowered to invest trust funds.

Powers of investment.

22. Notwithstanding anything contained in the testamentary writings the existing Trustees so long as they continue to be trustees of the trust fund and thereafter the Trustees shall have power to sell in whole or in part either by public roup or private bargain any real or heritable property forming part of the trust fund or to exchange the same or to lease or feu any such property at a fair rent or feu duty and shall also have power to sell and realise all stocks shares mortgages and other securities forming part of the trust fund and shall hold and dispose of the proceeds of any such sale or realisation and the rents or feu duties arising under any such lease or feu for the purposes and in manner directed by the testamentary writings as those writings are varied by this Order.

Powers to sell &c.

23. From and after the expiration of the period during which the Trustees are by law authorised to accumulate the trust fund in terms of the directions by the Truster contained in the testamentary writings dated the nineteenth and twenty-first days of December one thousand nine hundred and fourteen and fifth day of July one thousand nine hundred and sixteen the Trustees may in their discretion continue to accumulate the free income of the trust fund or any part thereof during

Accumulations of trust fund.

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Scheme for application of trust fund.

24.—(1) When and so soon as the trust fund or any part thereof shall in terms of the testamentary writings as varied by this Order become applicable for the care and cure of cancer the Trustees shall prepare a scheme for the application and administration of the trust fund in the manner which in the opinion of the Trustees having regard to then existing circumstances is best calculated to give effect to the directions of the Truster and shall submit such scheme to the Court of Session for the approval of the Court. Such scheme may provide if considered necessary or expedient for the constitution of a body separate from the Trustees for the administration of the scheme and of any institution which may be thereby established or it may provide for the appointment by the Trustees of a committee of their number to which may be delegated the administration of such scheme and institution. Section 26 of the Trusts (Scotland) Act 1921 shall apply to an application by the Trustees for the approval of a scheme under this section and the Court of Session shall in relation to such scheme have the same powers as are vested in the Court under that Act for the settlement of a scheme for the administration of a charitable or permanent endowment.

(2) The Trustees or any such separate body as is mentioned in the preceding subsection may at any time and from time to time submit for the approval of the Court a new scheme in substitution for any scheme then in force under this section or any alterations of or additions to any such scheme and the provisions of the preceding subsection shall apply to an application by the Trustees or by such separate body as aforesaid under this subsection and the Court shall have the same powers in relation thereto as are conferred on the Court by the preceding subsection in relation to an application under that subsection.

Saving of testamentary writings.

25. Nothing contained in this Order shall be held or construed to alter innovate extend or defeat the testamentary writings or any of the purposes or provisions thereof excepting only in so far as may be necessary for

carrying into effect the provisions of this Order and nothing in this Order shall be held or construed to alter innovate extend or defeat the post-nuptial marriage settlement referred to in the preamble of this Order or to affect or limit or in any way prejudice or restrict the rights powers and interest of the holder of any bond and disposition in security or other incumbrance over or affecting the trust fund or any part thereof.

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26. The costs charges and expenses of and incidental to the preparing for obtaining and confirming this Order or otherwise in relation thereto shall be paid by the existing trustees or the Trustees out of the trust fund.

Costs of
Order.

The SCHEDULE referred to in the foregoing Order.

TESTAMENTARY WRITINGS OF THE TRUSTER.

1. HOLOGRAPH WRITING DATED 20TH APRIL 1904 WRITTEN ON
BACK OF NOTEPAPER EMBOSSED 12 MORAY PLACE
EDINBURGH.

In the event of no other will being found I direct that after my death £1,000 should every Xmas be paid to each of my cousins William Helen and "Bunty" and the following amounts quarterly in advance and free of legacy duty Murray butler £50 and his widow £25 and "Toy" £50 Geo. Dalgleish coachman £50 and his widow £25 and the two horses which belonged to my aunt and £100 for each horse Currie my mothers maid £50 Dingwall my sister's maid £50 and "Topsy" and £50 to maintain it. Mrs. Paterson cook £50 and Daisy and £50 to maintain it £50 to Mary Goldy late laundrymaid Dingwall to be paid £500 to clear off the debt on her house Murray and Dalgleish to retain the house and stable attached which they occupy Each of my tenants should be offered lease for twenty years of their houses and shops but without power to assign or sublet liberty being given to give up the lease at any time Dinwoodie to remain in the farm rent free and have a gift of everything there as his own Mrs. Tolmie Clesham Schoolhouse Stronsay daughter of Begbie my mother's maid to be paid £10 each Xmas I appoint as trustees to carry out this trust Ld. Kyllachy John Rutherford W.S. Thomas Barclay Advocate The Dean of Faculty of Advocates The Keeper of the Signet and the Master of the Merchant Company each of

Instead of the £50 Murray may have the whole furniture of the Douglas Hotel without payment a lease for 7 years at £700. G.F.Melville. June 10 1905.

All legacies to be free of income tax and every right of the husband of the legatee to be excluded G. F. M.

A.D. 1922. the three last having power to appoint a substitute Each trustee acting to have £100 paid at Xmas The servants not mentioned to have one year's wages additional in addition to what is due.

G. F. MELVILLE.

April 20 1904.

All legacies to be free of legacy duty.—G.F.M.

2. NOMINATION OF EXECUTORS DATED 6TH NOVEMBER 1906.

I, George Fisher Melville Advocate of No. 12 Moray Place Edinburgh do hereby revoke all nominations of executors and of testamentary trustees executed by me before this date and I do hereby nominate and appoint the Honourable William Mackintosh commonly called Lord Kyllachy one of the Senators of the College of Justice and Thomas Barclay Advocate 1 Ainslie Place Edinburgh and the survivor and acceptor of them to be my sole executors and executor and also to be trustees and trustee of my whole means and estate heritable and moveable all of which I dispoise assign and convey to them with the writs and vouchers of the same in trust for the purpose of carrying out all testamentary writings whether already executed or hereafter to be executed by me which may be subsisting at my death In witness whereof these presents written by John Fraser clerk to Messrs Tods Murray & Jamieson Writers to the Signet Edinburgh are subscribed by me at North Berwick on the 6th day of November 1906 before these witnesses Thomas Telford Butler and Reginald Chalmer both residing at Gordon Bank North Berwick.

G. F. MELVILLE.

Thomas Telford witness.

Reginald Chalmer witness.

3. CODICIL DATED 27TH NOVEMBER 1906.

I, George Fisher Melville Advocate sometime of No. 12 Moray Place Edinburgh presently residing in London with reference to a nomination of executors and trustees executed by me on the 6th day of November 1906 do hereby direct and declare as follows videlicet (First) I direct and appoint my executors and trustees to pay and perform or give effect to all legacies and bequests to servants already bequeathed and bequeathed by me in these presents and which I may hereafter bequeath in priority to all other legacies and bequests by me and that all such legacies and bequests to servants shall be paid and delivered or conveyed over or performed free of legacy duty and all other government duties and expenses (Second) I direct my executors and trustees as soon as conveniently may be after my death to give and deliver over to Reid my manager at Gartchonie in the parish of Callander in the county of Perth as his absolute property the whole house-

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hold furniture and plenishing implements tools live and dead stock crops and generally all moveable effects and moveable property of whatever nature belonging to me which at the time of my death may be at or about or appropriate to the heritable property at Gartchonzie aforesaid or Wester Gartchonzie as the place is sometimes called and also to allow the said Reid my manager and his wife and the survivor of them to remain as tenants of said heritable property during their joint lives and the life of the survivor or for any shorter period at a yearly rent of £40 (Third) I direct my executors and trustees as soon as practicable after my death to discharge as regards both principal and interest for the benefit of Miss Mary Ann Dingwall formerly maid to my late sister now maid to Miss Turner 41 Onslow Square London S.W. a bond and disposition in security for the sum of £500 granted by the said Mary Ann Dingwall and William Dingwall junior coal merchant Kingussie in favour of Misses Annie and Christina Macfarlane residing at Arrochar Blair Atholl and others over subjects in Kingussie which bond and disposition in security has been assigned to me by an assignation recorded on or about 22nd August 1904 and I further direct my executors and trustees to pay to the said Mary Ann Dingwall during her life after my death a yearly annuity or sum of £50 by half-yearly or quarterly payments as may be found convenient and (Fourth) I provide and declare that the bequests hereby made in favour of my manager Reid and his wife and the said Mary Ann Dingwall are not in addition to but in lieu and place of all bequests previously made by me in their favour and that all my other servants shall be entitled to the bequests and provisions in their favour provided by the testamentary writings already executed by me In witness whereof I have signed this codicil consisting of this and the preceding page with the exception of insertions made by myself written by Alexander Baikie Campbell clerk to Messieurs Tods Murray & Jamieson Writers to the Signet Edinburgh at London on the 27th day of November in the year 1906 in the presence of the subscribing witnesses.

G. F. MELVILLE.

Signed and declared by the said George Fisher Melville the testator as and for a codicil to his last will and testament and other testamentary writings in the presence of us both present at the same time who in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses.

Oliver Bulls 48 Wilton Crescent
Butler witness.

Albert Sutherland 48 Wilton Crescent
Footman witness.

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4. HOLOGRAPH WRITING DATED 19TH/21ST DECEMBER 1914.

Written on envelope by Mr. Melville :—

“ My Will.

“ Not to be opened till after my funeral I am to be
“ buried in the Newington Cemetery with my mother
“ my father and sister.

“ G. F. MELVILLE.”

Stratton House Cirencester.

December 19 1914.

I recall the wills I have made and give and dispoⁿe to The Dean of the Faculty of Advocates The Keeper of the Signet The Master of the Merchant Company with power to each of them to appoint a substitute which substitute shall act only for three years all that I possess heritable and moveable after my death Thomas Murray my late butler shall have (£100) one hundred pounds a year and his widow sixty pounds (£60) annually Dalgleish my late groom shall have (£60) sixty pounds annually and his widow (£30) thirty pounds annually and the house they live in besides my mother's maid who resides at Carnwath (£50) fifty pounds per annum Dingwall my late sister's maid who has or had a house at Kingussie shall have (£50) fifty pounds per annum Mrs. Paterson my cook shall have (£100) one hundred pounds per annum my cousins Helen Marshall and William Marshall fifteen hundred pounds (£1,500) each per annum Bramley my present butler shall have (£40) forty pounds per annum and his widow twenty pounds (£20) per annum and the house they now occupy Mrs. Brand who lives in N. Berwick shall have thirty pounds (£30) and the house she occupies Isabella Macdougall my housekeeper at 12 Moray Place Edinburgh shall have (£30) thirty pounds per annum I leave to the keeper of the Newington Cemetery (£3) for himself and seven pounds (£7) for the upkeep of the family graves I leave to my wife three thousand pounds per annum (£3,000) and the liferent of the field near this house (Stratton House) She is not to have the fifteen hundred pounds given by George Dalziel and Mr. Dundas Nothing that can be kept is to be sold by my trustees The whole is to be kept and accumulated till the whole of the beneficiaries are dead and the residue is to be devoted to the cure and care of cancer I leave to the present kitchen-maid who has been with me several years twenty-five pounds per annum (£25) My trustees are to borrow for payment of the death duties After these are all paid and if there is a surplus in any year I leave to J. H. M. Cornwall my cousin (£500) five hundred pounds per annum and if there is a surplus beyond that I leave (£500) five hundred pounds per annum to W. A. E. Mackintosh the son of Lord Kyllachy (£500) five hundred pounds per annum for their lives The houses given above are merely liferented but not given If my wife marries

after my death she is only to have the provision made by George Dalziel and Mr. Dundas and not the above provision. W. H. Marshall W.S. is to have the mangem. of the estate after my death if he is willing to take care of it The (£3,000) three thousand pounds given to my wife is to be free of all taxes If in any year there is not enough to pay the full amount given the legacies of (£3,000) three thousand pounds and fifteen hundred pounds (£1,500) are to be lessened In witness whereof these presents written by George Fisher Melville Cirencester on 21st December 1914 are subscribed by George Fisher Melville before these witnesses James Finch and Samuel Bramley both servants of the said George Fisher Melville being subscribed on 21st day of December 1914.

A. D. 1922

G. F. MELVILLE.

James Finch witness.

Samuel Bramley witness.

5. HOLOGRAPH WRITING DATED 5TH JULY 1916.

Written on envelope by Mr. Melville :—

“ Please put it up with the other papers.

“ G. F. MELVILLE.”

Written on envelope in another hand :—

“ Received 12th September 1916.”

Tel. 57.

Stratton House Cirencester.

After my death my late butler Thomas Murray shall have one hundred a year and his widow shall have sixty pounds per annum Euphemia Currie who resides at Carnwath my late mother's maid shall have fifty pounds a year Dingwall my late sister's maid who has or had a house at Kingussie shall have fifty pounds per annum My cook Mrs. Paterson one hundred pounds (£100) per annum My cousin William Hunter Marshall shall have fifteen hundred pounds (£1,500) per annum Mrs. Brand who lives at N. Berwick shall have the house she lives in and thirty pounds (£30) per annum Isabella Macdougall who lives at 12 Moray Place Edinburgh shall have thirty pounds (£30) per annum I leave Bramley my butler forty pounds (£40) per annum and his widow twenty pounds per annum and to both the house they live in I leave to Mrs. Dalgleish the house she lives in at N. Berwick for her life and thirty pounds (£30) per annum I leave three (£3) pounds to the keeper of the Newington Cemetery and seven pounds for the upkeep of the graves of my father and family (£7) I direct that if there is a deficiency of funds in any year it shall be deducted from my cousin's share I direct that nothing shall be sold but everything kept till all the beneficiaries are dead then the balance shall be devoted to the care and cure of cancer In witness whereof these presents written by George Fisher Melville

[Ch. x.] *Melville Trust Order* [12 & 13 GEO. 5.]
Confirmation Act, 1922.

A.D. 1922. advocate Cirencester are signed by him at Cirencester on 5th July 1916 are subscribed by him at Cirencester on 5th July 1916 before these witnesses Samuel Bramley and Lilian Lewis both servants of the said George Fisher Melville.

The above legacies all to be free of legacy duty and all taxation.

GEORGE FISHER MELVILLE.

Samuel Bramley witness.

Lilian Lewis witness.

6. HOLOGRAPH WRITING DATED 6TH SEPTEMBER 1916.

Written on envelope by Mr. Melville :—

“ To be opened at my death.—G. F. MELVILLE.”

Tel. 57.

Stratton House Cirencester.

I recall the wills which I have made in favour of my wife and leave her five thousand pounds (£5,000) per annum and the fields near this house If she does not get the (£1,500) fifteen hundred pounds already given to her she is to have extra the tax on the (£5,000) fifteen hundred pounds.

I confirm the other purp. of my will.

6th Sept. 1916.

G. F. MELVILLE.

If my wife disputes this will she will only have the £1,500 allowed for her.

G. F. MELVILLE.

7. HOLOGRAPH WRITING DATED 16TH SEPTEMBER 1916.

Written on envelope by Mr. Melville :—

“ To be put with the other wills.—G. F. MELVILLE.”

Written on envelope by another hand :—

“ Received 16th September 1916.”

Tel. 57.

Stratton House Cirencester.

Codicil to my Will.

I leave to W. Æ. Mackintosh the son of Lord Kyllachy the house 12 Moray Place Edinburgh for his life and twelve hundred pounds to put it in order and supply accessories which I have taken away and £100 (one hundred pounds) per annum to pay the feu-duty and taxes and the furniture and everything else in it If he does not accept of it it to go into the rest of my estate.

G. F. MELVILLE.

Stratton House,

Sep. 16 1916.

8. HOLOGRAPH WRITING DATED 9TH 12TH AND 22ND

A.D. 1922

SEPTEMBER 1916.

Written on envelope by Mrs. Melville :—

“ Handed me by my husband on Sept. 22 1916.”

Written on envelope by Mr. Melville :—

“ Given to my wife as agreed.

“ 14 Dec. 1916.

G. F. MELVILLE.”

Tel. 57.

Stratton House Cirencester.

I recall the wills which I have made in favour of my wife and leave her (£5000) per annum and leave her the fields near this house for her life I leave her £1500 more if she does not claim under her original settlement the £1500.

I renew the will which I formerly have made.

G. F. MELVILLE.

9 Sep. 1916.

My wife shall also have death the things here which are mine.

G. F. MELVILLE.

12 Sep. 1916.

I appoint W. H. Marshall and W. Babington as executors In witness whereof these presents written on this page are subscribed by the said George Fisher Melville at Cirencester on the twenty-second of Sept. 1916 before these witnesses Laurence C. Pitman Royal Engineers and Samuel Bramley butler to the said George Fisher Melville.

G. F. MELVILLE.

L. C. Pitman witness.

Samuel Bramley witness.

9. HOLOGRAPH WRITING DATED 25TH OCTOBER 1916 WRITTEN
ON HALF SHEET OF PLAIN NOTEPAPER.

If at any time there is not enough to pay the whole of my legacies my wife is to suffer and not the legatees The legacies to servants and ex-servants & to be free of all duties & are to be paid in full.

G. F. MELVILLE.

Stratton House Oct. 25 1916.

Nothing more than her income is ever to be paid.

G. F. MELVILLE.

Oct. 25.

[Ch. x.]

Melville Trust Order [12 & 13 GEO. 5.]
Confirmation Act, 1922.

A.D. 1922.

10. HOLOGRAPH WRITING BEARING DATE 1ST DECEMBER
1896.

Written on envelope by Mr. Melville :—

“ To be kept by W. H. Marshall.”

Written on envelope by another hand :—

“ Received 1st January 1917.”

Stratton House

Tel. 57.

Cirencester.

If my wife disputes this she shall only have £1500 a year.

If there is not enough to pay the annual payments to my wife my cousins & the servants my cousins shall have less than my cousin W. H. Marshall & my wife I recall the annual payment to the trustees under my wife's deed & confirm the payments to my servants They shall be free of income tax.

I give the whole management of my affairs to my brother-in-law Babington only always he to have one hundred & fifty pounds a year for management & such else & forty pounds for audit my accounts.

G. F. MELVILLE.

Dec. 1896.

His successor in the management of my affairs shall only have one hundred & fifty pounds.

G. F. MELVILLE.

I recall the appt. in my affairs & give them all to the management of W. Babington my wife's brother He is only to have one hundred & fifty pounds for managing them & his successor shall have the same.

G. F. MELVILLE.

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