



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 39.

An Act to amend and explain the Act passed in the Seventh and Eighth Years of His late Majesty *George* the Fourth, Chapter II., intituled *An Act to explain and modify the Trust Settlement of the late Louis Cauvin, for the Endowment and Maintenance of an Hospital for the Support and Education of Boys*; and further to explain and modify the said Trust Settlement.

[10th August 1842.]

WHEREAS *Louis Cauvin*, sometime Teacher of the French Language in the City of *Edinburgh*, deceased, by his Trust Disposition and Settlement, dated the Twenty-sixth Day of *March* One thousand eight hundred and seventeen, and by several Codicils thereto, dated Twentieth *October* One thousand eight hundred and nineteen, First *May* One thousand eight hundred and twenty-two, Twenty-eighth *April*, First *May*, and Third *December* One thousand eight hundred and twenty-three, Fourteenth *September* and Twenty-eighth *October* One thousand eight hundred and twenty-four, all recorded in the General Register House at *Edinburgh* the Twenty-ninth *December* One thousand eight hundred and twenty-five, did

Trust Disposition and Settlement by *Louis Cauvin*, and Codicils thereto.

[Private.]

did thereby, viz., by the said Deed, give, grant, assign, dispo-
 ne, convey, and make over to and in favour of *Archibald Nisbet* Esquire, of
Carphin, *James Nelson* Writer in *Edinburgh*, *James Fergusson* Writer
 to the Signet; *David Scott* at *Northfield*, *John Johnston*, *Southfield*,
 and *Mr. George Knight* Teacher in *Edinburgh*, and to the Acceptors
 and Survivors and Survivor of them, any Three in Life being a Quorum,
 and with the Powers of Nomination of other Trustees therein con-
 tained, but in Trust for the Purposes therein and herein after men-
 tioned, all Lands, Tenements, Houses, and all other Heritable Subjects
 belonging to him or that should belong to him at the Time of his
 Death, as also all Debts, Sums of Money, and Government Stocks,
 and generally every other Thing, Heritable and Moveable, that should
 pertain and belong or be addebted and owing to him at the Time of
 his Death, wherever situated, or in whatever Way the same might be
 constituted; and he bound himself, and his Heirs and Successors, to
 infest his said Trustees in the whole Lands and Heritages so dispo-
 ned, and to grant all necessary Deeds for vesting and establishing the same
 in their Persons; and although by the said Deed the said Trustees are
 generally prohibited from disposing of his Heritable Property, yet by
 One of the said Codicils he declares his Intention that the said Trus-
 tees should be entitled to sell certain Parts thereof, and to re-invest
 the Money received therefor in the Purchase of other Property; which
 said Disposition is granted in Trust, first, for Payment of the
 said *Louis Cauvin's* Debts, Funeral Charges, and the Expences attend-
 ing the Execution of the said Trust; secondly, for Payment of such
 Gifts, Legacies, Donations, and Bequests as he might thereafter think
 proper to make; thirdly, for upholding and keeping in repair, and
 in altering and rebuilding, if necessary, the Heritable Subjects dis-
 po- ned; fourthly, with Directions to set apart the whole Surplusage
 or Overplus, Real or Personal, with the Rents, Interest, and Revenues
 thereof, in such Manner as the said Trustees should think fit, for the
 Period of One Year; and he directs his House of *Louisfield*, furnished
 with sufficient Furniture, with the Grounds and Pertinents, to be then
 set apart, and to be afterwards kept in repair, as a Sanctuary or Asylum
 for the Reception and Education of Boys, as after mentioned; and
 he mortifies, gifts, grants, and appropriates the same as an Hospital
 and charitable Institution for the Relief, Maintenance, Clothing, and
 Education of as many Boys, the Sons of respectable but poor Teachers,
 the Sons of poor but honest Farmers, whom failing, the Sons of
 respectable Master Printers or Booksellers, and the Sons of respect-
 able Servants in the agricultural Line, which the Remainder of his
 Trust Funds should be sufficient adequately and properly to clothe,
 educate, and maintain in the said Hospital or Sanctuary, and he em-
 powered his said Trustees to fill up the Vacancies to occur in manner
 therein directed; and the said *Louis Cauvin* farther directs that the
 Boys to be admitted should not be less than Six or more than Seven
 Years of Age at the Period of their Admission, and that the former
 Class should remain Six Years in the said Hospital, and the latter
 Five Years, unless the said Trustees, in the Exercise of their Dis-
 cretion, should judge it expedient, according to existing Circum-
 stances, to restrict or enlarge the Period thereby assigned to each
 Class for their Entrance to or remaining in the said Hospital, and
 which the said Trustees are thereby empowered to do as they should
 think

think proper; and the said *Louis Cauvin*, after appointing certain Branches of Education to be taught, declares that the perpetual Management and Government of his said Heritable and Moveable Property, and of the said Hospital and Funds thereto belonging, shall be administered by his said Trustees named or to be named or assumed, and he nominates and appoints them Trustees, Governors, and Managers of his said Hospital accordingly, with sundry discretionary Powers as to increasing and diminishing the Number of Boys, appointing Overseers, Masters, and other Officers and Servants, and framing Bye Laws (not inconsistent with the Rules contained in the said Deed) for the Rule and Government of all concerned in the said Hospital, as the said Deed, containing sundry other usual and necessary Clauses, and in particular a Power to the said *Louis Cauvin* to alter, revoke, or cancel the same, more fully bears: And whereas by one of the said Codicils to the said Deed the said *Louis Cauvin* revokes the Appointment of the said *James Nelson* as one of his Trustees, and nominates *John Tweedie*, Writer to the Signet, and *Robert Stuart*, Deputy Presenter of Signatures, as additional Trustees, along with and with the same Powers conferred on the Trustees appointed by the said Deed; and he farther by another Codicil, in case the Trust should eventually expire by the Death or Non-acceptance of his said Trustees, or their Failure to nominate others, nominates, constitutes, and appoints the Principal of the University of *Edinburgh*, the Professor of Humanity in the said University, the Rector of the High School of *Edinburgh*, the Ministers of *Duddingstone* and *Libberton*, for the Time being, to be perpetual Trustees for the Purposes of the said Deed; and by another of the said Codicils he appoints *Andrew Scott*, Writer to the Signet, to be one of his Trustees; and by another of the said Codicils he appoints, as permanent Trustees, the Provost of *Edinburgh*, the Principal of the University of *Edinburgh*, the Rector of the High School, the Ministers of *Duddingstone*, *Libberton*, and *Newton*, all for the Time being, and their Successors in Office, and also the Proprietor of the Lands of *Niddry*, and the Factor of the Marquess of *Abercorn*, for the Time being, to be Trustees: And whereas the said *Louis Cauvin* departed this Life on the Nineteenth *December* One thousand eight hundred and twenty-five, without leaving any other Settlement, or having altered or revoked the said herein recited Deed, or made any farther Regulations or Provisions regarding the said Establishment, other than those contained therein and in the said Codicils: And whereas the whole of the Persons appointed as Trustees by the said Deed of Settlement and Codicils, with Exception of the said *Robert Stuart* and *John Tweedie*, and the Proprietor of the Estate of *Niddry* while he was an Infant under Age, having accepted of the Office conferred upon them, *viz.*, *Archibald Nisbet*, *James Fergusson*, *David Scott*, *John Johnston*, *George Knight*, *Andrew Scott*, the Lord Provost of *Edinburgh*, the Principal of the University of *Edinburgh*, the Rector of the High School of *Edinburgh*, the Minister of *Duddingstone*, the Minister of *Libberton*, the Minister of *Newton*, and the Factor of the Marquess of *Abercorn*, they did, in virtue of the Powers given them by the Trust Deed, assume *James Pillans*, Professor of Humanity in the University of *Edinburgh*, to be a Trustee along with them under the said Deed of Settlement and Codicils, as appears by a Deed of Assump.

Assumption executed by them, of Date the Third and Fifth Days of *April* One thousand eight hundred and twenty-seven, and Acceptance by the said *James Pillans*, dated the said Fifth *April* and Year aforesaid, and registered at *Edinburgh* the Sixth Day of *April* and Year aforesaid, and the Proprietor of the Estate of *Niddry*, being now of Age, has also accepted of the said Trust: And whereas the principal Part of the Income provided by the said Deed of Settlement for the Support and Maintenance of the said Hospital arose from the Rents of a Number of Houses situated in *Edinburgh* and its Vicinity, and in or near the Villages of *Wester Duddingstone*, *Portobello*, *Jock's Lodge*, and *Restalrig*, in the County of *Edinburgh*, many of which were very old and in a bad State of Repair, while others were altogether ruinous and uninhabitable, and a large Proportion of them were Cottages, or Houses of a mean Description, let to the labouring Classes of the Community, the Rental arising from which was necessarily subject to great Uncertainty and Fluctuation, both from the Risk of many of the Houses not being tenanted, and from the Rents of them in many Instances, when tenanted, not being regularly paid; and, besides these Disadvantages, a great annual Expence behoved necessarily to be incurred in the Management of and keeping in repair Property of this Description; all which would in a great measure tend to diminish the annual Revenue of the Trust, and thereby defeat the benevolent Purposes of the said *Louis Cauvin* in founding the said Hospital: And whereas a great Part of the Property in the said Village of *Wester Duddingstone*, possessed by the said *Louis Cauvin*, and held by the said Trustees for the Purposes aforesaid, consisted of Lots or Parcels of Ground, consisting of One Eighth Part of an Acre each, feued out (or let on perpetual Lease) for building, and under Obligations upon the Feu to enclose and build a House or Houses of a certain Description upon each Lot; and the said Trustees were liable to be compelled to inclose and build upon each Lot, in Terms of the Feu Charters thereof, while the whole Funds vested in the said Trustees (under Exception of the Lands and Estate of *Craignure*, which has since been sold,) would, after Deduction of the Debts and Legacies of the said *Louis Cauvin*, the Expence of fitting up and furnishing the said Hospital, and the Expences of Management, have been inadequate to the Cost of so inclosing and building upon the said Lots, even were the so doing not highly inexpedient and unadvisable; and the said Trustees must therefore in the meantime have continued to pay the Monies, Feu Duties, or Ground Rents due to the Superior, to the Loss and Prejudice of the said Estate: And whereas in these Circumstances the foresaid Act was passed, intituled *An Act to explain and modify the Trust Settlement of the late Louis Cauvin, for the Endowment and Maintenance of an Hospital for the Support and Education of Boys*, whereby it was, *inter alia*, enacted, that the said Trustees might sell the Lands, Tenements, and other Heritages contained in the Schedule thereto annexed, and that the Price or Purchase Money to be obtained by the said Sale or Sales, after Deduction of the Expence of passing the said Act, and all the reasonable Expences of carrying the said Sale into execution, should be laid out and invested by the said Trustees and Governors of the said Hospital, with the Approbation of the Judges of the Court of Session, in either

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Division

Division thereof, in the Purchase of other Lands lying as fitly and advantageously for the Benefit of the said Hospital and the Objects of the said *Louis Cauvin* as may be; and which Lands, and the Produce or Rents thereof, should be settled and taken to and upon and be held by the said Trustees or Governors of the said Hospital, subject to the Rules and for the Ends and Objects prescribed and directed by the said recited Deed of Settlement and the said Act; and in the meantime, until the Money be so applied, the same should remain in the Bank of *Scotland*, or Royal Bank of *Scotland*, or Bank of the *British Linen Company of Scotland*, subject to the Directions of the Court of Session, in either Division thereof, in the Account to be opened as therein mentioned, at the highest Rate of Interest that can be got for the same; and the Interest arising from the Money so paid in should be annually accumulated and added to the Principal Sum or Sums, so that they may carry Interest together, until a proper Purchase in Lands should be found, to be settled, taken, and held in the Manner therein directed, and until, upon a Petition to be preferred to the Court of Session, in either Division thereof, in a summary Way, by the said Trustees or Governors of the said Hospital, the Money should be ordered to be paid by the Treasurer of the Bank of *Scotland*, or the Cashier of the Royal Bank of *Scotland*, or the Manager of the Bank of the *British Linen Company of Scotland*, for completing the said Purchase in such Manner as the said Court should direct: And whereas in the Year One thousand eight hundred and thirty-three the said Hospital or charitable Institution was opened by the said Trustees or Governors for the Relief, Maintenance, and Education of such Boys as are pointed out in the said Trust Settlement, and ever since that Period such a Number of Boys have accordingly been clothed, educated, and maintained in the said Hospital or charitable Institution as the Income or Revenue of the Funds could afford: And whereas the said Trustees and Governors, under the Authority of the said Act, and of a Warrant pronounced in conformity therewith by the said Court of Session, sold a considerable Portion of the Lands, Tenements, and other Heritages contained in the Schedule annexed to the said Act, and the Prices for which the said Subjects were sold (including Interest, and deducting the Expence of obtaining the said Act, and of carrying through the aforesaid Sales under its Authority,) were consigned in the Bank of the *British Linen Company*, and the said Court of Session approved of the said Sales, and of the whole Procedure had thereanent, and found that the Act of Parliament had been complied with: And whereas the Houses and other Heritable Subjects which were sold under the Authority of the said recited Act were situated in the immediate Neighbourhood of the said Hospital, and in the Authority given for the Sales under the before-recited Act the said Trustees and Governors were directed to invest the Prices of the Subjects so to be sold in the Purchase of other Lands lying as fitly and advantageously for the Benefit of the said Hospital; and the Objects of the said *Louis Cauvin*, as might be: And whereas it was found impracticable by the said Trustees and Governors to obtain for Purchase in the Neighbourhood of *Edinburgh* an Investment for so small a Sum as was produced by the said Sales in the *Dominium utile* or Property of a Piece of Arable or Pasture Land, and if such an Investment at a Distance from *Edinburgh*

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had

had offered itself the Produce and Rents thereof would have been exposed to the Risks arising from the Tenants of such small Possessions being Persons of very limited Capital, and from Diminution of Revenue by Expences of Collection and Management, and of Repairs of Houses and Fences, and other Operations: And whereas, with the view of farther following out the Directions in the said Act, and as an advantageous and beneficial Investment of the said Prices, the said Trustees and Governors purchased the Superiority or *Dominium directum* of about Twelve Acres of the Lands of *Laverockbank* in the Vicinity of the City of *Edinburgh*, which had been feued out to Vassals for annual Feu Duties amounting to One hundred and sixty-three Pounds Five Shillings and Four-pence Sterling, at the Price of Three thousand five hundred and ninety-one Pounds Nineteen Shillings and Two-pence Sterling, conform to Missives of Sale entered into between *Robert Ellis* Writer to the Signet, on behalf of the Trustees of the late *Mrs. Isabella Maitland* of *Laverockbank*, and *Andrew Scott* Writer to the Signet, on behalf of the said Trustees and Governors, dated the Fifteenth and Seventeenth Days of *April* One thousand eight hundred and forty-one Years, and which Lands consisted of Lots Second, Sixth, Eighth, Ninth, Tenth, Eleventh, and Twelfth of a printed Schedule of the said *Mrs. Isabella Maitland's* Trust Estate, which is referred to in the said Missive of Sale: And whereas Doubts have arisen whether, according to the true Meaning of the Authority which was conferred upon the said Trustees and Governors by the said Act to purchase other Lands as aforesaid, they were empowered to purchase the Superiority or *Dominium directum* of Lands, and in consequence of such Doubts the First Division of the said Court of Session have in the meanwhile refused to approve of the Purchase made by them as aforesaid, and it is clearly expedient, and it will also be for the Benefit and Advantage of the said Hospital and charitable Institution, that such Doubts should be done away, and that Authority should be given for making valid and effectual the said Purchase of the Superiority or *Dominium directum* of Lands at *Laverockbank* in the Vicinity of *Edinburgh*, and also that Powers should be given to the said Trustees and Governors of *Cauwin's* Hospital, with the Approbation of the Judges of the Court of Session in either Division thereof, to purchase either or both of the *Dominium directum* or Right of Superiority and the *Dominium utile* or Right of Property of the Lands which were authorized to be purchased by the said recited Act, and that the said Direction in the said recited Act should be so construed: And whereas Doubts have likewise arisen as to the Class of Persons who in the foresaid Trust Settlement are described as "respectable but poor Teachers," whose Sons are admissible into the said Hospital and charitable Institution, and it is expedient that these Doubts also should be done away: May it therefore please Your Majesty (on the humble Petition of the said Trustees and Governors) that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the foresaid Purchase which has been made by the said Trustees and Governors of the Superiority or *Dominium directum* of Lands at *Laverockbank* in the Vicinity of *Edinburgh* is and shall be valid and effectual,

The Purchase of the Superiority of the Lands, &c. at *Laverockbank* declared valid.

effectual, in the same Manner as if the Subject of the said Purchase had consisted of the *Dominium utile* or Property of the Lands.

II. And be it further enacted, That under the Direction in the foresaid Act to lay out and invest the Price or Purchase Money arising from the Sale or Sales of the Subjects contained in the Schedule annexed to that Act in the Purchase of other Lands lying as fitly and advantageously for the Benefit of the said Hospital and the Objects of the said *Louis Cauvin* as may be, it was and shall be lawful and competent for the said Trustees and Governors, with the Approbation of the Judges of the Court of Session, in either Division thereof, to purchase the *Dominium directum* or Right of Superiority as well as the *Dominium utile* or Right of Property of the said Lands which were so authorized to be purchased; and that the said Direction in the said recited Act shall be construed accordingly.

Trustees and Governors of the Hospital competent to purchase.

III. And be it further enacted, That the Class of Persons who are described in the foresaid Trust Settlement as being "respectable but poor Teachers," whose Sons are admissible to the said Hospital and charitable Institution, shall be held to include only Male Teachers of Reading, Writing, Arithmetic, Mathematics, Geography, ancient and modern Languages, or any of these Branches of Education, or of other Branches of intellectual Education, but not Female Teachers, nor Teachers merely of Music, Drawing, Dancing, Fencing, or other Branches of a similar Kind.

Class of Boys deemed admissible to the Hospital.

IV. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as printed by Queen's Printers to be Evidence

