

Books of Court and Session.

EXTRACT REGISTERED
DEED OF CONSTITUTION
OF TRUST

BY

WILLIAM MONCREIFF and OTHERS

IN FAVOUR OF

The said WILLIAM MONCREIFF
and OTHERS as Trustees for the
Purchasers of Grange and Academy
Fields, etc.

Dated 14 } *November 1882.*
Regd. 24 }

B. BELL, W.S.

NEILL AND CO., LTD., PRINTERS, EDINBURGH

AT EDINBURGH, the twenty-fourth day of November One Stamp 1s.
A thousand eight hundred and eighty-two, the Deed hereinafter engrossed 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:—We, WILLIAM MONCREIFF, Chartered Accountant in Edinburgh and Accountant of the Court of Session, GEORGE ROBERTSON GILLESPIE, Advocate, Edinburgh, JOHN DUNCAN, Master of Arts, Doctor of Medicine, Fellow of the Royal College of Surgeons, Edinburgh, DAVID MACLAGAN, Manager of the Edinburgh Life Assurance Company, ALEXANDER CROMBIE of Thornton, Kincardineshire, ROBERT CRAIGIE BELL, Writer to the Signet, Edinburgh, GEORGE CUNNINGHAM, Civil Engineer in Edinburgh, HARRY CHEYNE, Writer to the Signet, Edinburgh, JOHN HEATLEY DICKSON, Factor and Commissioner for His Grace the Duke of Buccleuch on the Queensberry Estate, and residing at Dabton, Thornhill, JOHN WHARTON TOD, Writer to the Signet, Edinburgh, JAMES LUTYENS MANSFIELD, Advocate, Edinburgh, and JOSEPH GILLON FERGUSON of The Isle in the Stewartry of Kirkcudbright, Considering that at a General Meeting of the members and friends of the Grange Cricket Club, the Edinburgh Academical Cricket Club, the Coates Curling Club, and the Edinburgh Lawn Tennis Company, Limited, held in Dowell's Rooms, George Street, Edinburgh, on the twelfth day of July Eighteen hundred and eighty-one, under the presidency of The Right Honourable Lord Moncreiff, Lord Justice Clerk of Scotland, for the purpose of considering certain proposals regarding the acquisition of those portions of the Inverleith Estate occupied by the said Clubs and Company, we were appointed a Committee to consider the proposal by the Proprietor of the said Estate and to take all other steps that we might find advisable whereby the proposal either as it was then made or as it might be modified or altered could be entertained, so as to secure to the said Clubs and Company permanent possession of the grounds they then as now occupied, and to report to a future meeting: And Further Considering that at another General Meeting of the members and friends of the said Clubs and Company held in Dowell's Rooms aforesaid on the twenty-first day of June Eighteen hundred and eighty-two, under the presidency of the said Right Honourable Lord Moncreiff, We, as a Committee foresaid, submitted our Report, in which we stated (*First*) the means that we had taken to raise the contributions necessary for the proposed purchase; (*Second*) the Terms of a conditional arrangement which had been effected with the Agent for the Proprietor; and (*Third*) the total expenditure which would fall to be provided for under the said conditional arrangement and the result of the Committee's application for the necessary funds, and that the said General Meeting of twenty-first June Eighteen hundred and eighty-two approved of our Report and of the proposed terms of arrange-

ment with the Proprietor of the Inverleith Estate, and reappointed us as a Committee as aforesaid, with full powers to complete the purchase of the said portions of the said Estate and to arrange all details with the Proprietor on the general basis reported by us, and authorised us as a Committee as aforesaid to adjust the form and terms of the title to be taken in name of Trustees for behoof of the purchasers and any other Deeds that might be necessary, with all details in connection therewith, and generally in completing the purchase transaction to take all other measures not specially provided for that we might judge most expedient and judicious for the interest of the several parties for whom we were acting: And further considering that as authorised by said meeting we have entered into missives with the Agents of the Proprietor of the said Inverleith Estate on the general basis reported to the said Meeting, and that it is proper for us to grant the Deed of Constitution of Trust hereinafter written in favour of the persons after named, who shall hold the whole of the said subjects and others as Trustees for the purchasers, with the powers and privileges and under the conditions and provisions hereinafter set forth: Therefore we, the said William Moncreiff, George Robertson Gillespie, John Duncan, David Maclagan, Alexander Crombie, Robert Craigie Bell, George Cunningham, Harry Cheyne, John Heatley Dickson, John Wharton Tod, James Lutyens Mansfield and Joseph Gillon Fergusson, being the whole Members of the Committee appointed at the General Meeting of twelfth July Eighteen hundred and eighty-one, and reappointed at the General Meeting of twenty-first June Eighteen hundred and eighty-two, do hereby nominate and appoint the said WILLIAM MONCREIFF and ALEXANDER CROMBIE as representatives of the said Grange Cricket Club; THOMAS HARVEY, Doctor of Laws, Rector of the Edinburgh Academy, and the said ROBERT CRAIGIE BELL as representatives of the said Edinburgh Academical Cricket Club; the said HARRY CHEYNE and GEORGE CUNNINGHAM as representatives of the Coates Curling Club; and the said JAMES LUTYENS MANSFIELD and JAMES PATTEN, Advocate, as representatives of the said Edinburgh Lawn Tennis Company, Limited, as Trustees for the purpose of holding the said subjects and others agreed to be purchased from the Proprietor of the said Estate of Inverleith, but that under the provisions and conditions and with the powers and privileges after-mentioned.

First.—The said Trustees shall hold the property conveyed to them in trust for the several Clubs and Company before named as at present possessed by them respectively, and shall continue to let to them the grounds at present in their occupation at the rents and on the terms on which they hold or would have held the same under the Leases thereof, where such Leases exist, had this purchase not been entered into or at such rents or on such other terms as may be arranged

between the said Trustees and the several Clubs and Company but subject to arbitration as hereinafter provided, with power however to the said Trustees in regard to the portion of ground rented by the Grange Cricket Club but not actually occupied by them to use or let out the same for such purpose as they may think right, the Trustees in that event granting to the Grange Cricket Club a reasonable deduction from the rent which they at present pay for the whole of the ground tenanted by them; it being hereby specially declared that the pupils of the Edinburgh Academy shall in all time coming have right to such use of the Academical Cricket Field in common with the Academical Cricket Club as they have now and have had since the field was first opened for cricket, under such regulations as may from time to time be fixed by the said Edinburgh Academical Cricket Club.

Lease & rental

Second.—The Trustees shall hold an Annual Meeting in the month of November to be called by notices addressed to each Trustee at least eight days before the meeting. At this Annual Meeting a Statement of the Trust Accounts for the preceding year, with all details that may be considered advisable, shall be submitted, and shall after such audit as the Trustees may appoint be certified by the Chairman and Secretary and Treasurer and be duly recorded in the Trust Sederunt Book.

Meetings

Third.—The Trustees shall meet at such other times as may be required on notice being sent to each Trustee. At all Meetings of the Trustees three shall be a quorum, and the Chairman when present shall preside, and in his absence the Trustees present shall elect a Chairman for the Meeting; the Chairman at each Meeting shall in all cases of equality have a casting as well as a deliberative vote.

Chairman's casting vote

Fourth.—In the event of any of the said Clubs or said Company declining to agree to the rents and terms proposed by the Trustees under the first purpose hereof the matter shall be submitted to two Arbiters to be mutually appointed or to an Oversman to be named by the Arbiters or, in the event of the Arbiters not agreeing as to such nomination, to an Oversman to be appointed by the Lord Advocate of Scotland for the time being, and the decision of the Arbiters or Oversman shall be binding on both parties.

Arbitration & Oversman

Fifth.—In the event of any of said Clubs or said Company being wound up or being unwilling or unable from any cause to remain as tenants of their respective grounds, the Trustees shall have full power to deal with the grounds so vacated in such manner as they may deem most advisable, by letting the same to another Club, Company or person, or by appropriating the ground for other purposes not inconsistent with the terms of the title under which the whole subjects and others are to be held.

Re letting of vacant ground

(What are the terms of the title?)

Who holds the deed of conveyance?

Sixth.—In the event of a Trustee dying, resigning the Trust or becoming incapable of acting in the Trust by reason of ill health, permanent absence from Scotland, or from any other cause whatever, the remaining Trustees shall declare his place in the Trust to be vacant (which they shall have power to do by a Minute in their Sederunt Book signed by their Chairman), and intimation thereof shall be sent to the Club or Company whose Representative the Trustee so vacating the Trust shall have been, with a request that a successor be nominated within one month from the date of such intimation, and the person so nominated shall be assumed by the other Trustees by a Minute in their Sederunt Book, and failing such nomination within the time specified, the vacancy shall be filled up by a direct assumption by the remaining Trustees duly recorded in the Trust Sederunt Book, and the Minute in the Trust Sederunt Book declaring the vacancy shall be a full and complete Discharge to the Trustee so vacating the Trust and to his heirs and representatives.

Subsequent to Trustee
(a) by Club or Company
within 1 month
or
(b) by Trustees

Seventh.—The Trustees shall have power to appoint one of their own number as their Chairman, and they shall have also power to appoint either one of their own number or any other party they may select to be Secretary and Treasurer, Factor or Law Agent, of the Trust, and to allow such Secretary and Treasurer, Factor or Law Agent (whether he be one of their own number or not), suitable remuneration.

Appointment of
Chairman, Secretary,
Factor or Law Agent
of Trust.

Eighth.—As in, the Circulars asking for Donations to the proposed purchase of the said grounds and others, it was set forth that all Donations of Fifty pounds should carry with them a right of free admission to the whole subjects in question during the life of the donor, and that donations of One hundred pounds should carry with them a similar right in perpetuity; it is a condition of this Trust, that the Trustees shall carry out this provision in such way as may seem to them best, and in addition thereto the Trustees shall be entitled if they think fit to confer on all past or future donors of sums of not less than Ten pounds a similar right of access during the lifetime of the donor.

No longer applicable

Ninth.—In the event of the whole debt on the said grounds and others being eventually cleared off, it shall be in the power of the said Trustees or their successors in office either to dispoise and make over the various respective grounds and others to the respective Clubs or Company now occupying same or to their successors therein or to retain same in their own hands.

Trustees may retain
ownership of land
or dispoise to Club

Tenth.—Generally the Trustees shall have full powers to manage the Trust property and funds in all manners not herein specially provided for in such manner as they may consider most judicious,

Trustees' general
powers.

and specially they shall have power to expend the Trust funds on any operations or improvements on the Heritable Property which they think expedient in the way of building, fencing, draining or otherwise, or in the promotion of any scheme or arrangement which they may consider for the general benefit of the Trust, to borrow money and to grant Heritable Bonds in Security thereof containing Conveyance of the Trust property, Personal Bonds, Bills or other obligations, to change Securities, to pay off debt, and to convert the debt on the Trust in whole or in part into a ground annual or annual feu-duty, to sue or raise legal actions against Debtors and to defend actions against themselves *qua* Trustees or other legal proceedings against the property or funds of the Trust, and full powers of investment in heritable or personal securities: And we consent to the registration hereof for preservation, In Witness whereof these presents, written on this and the four preceding pages of paper to be hereafter stamped by Daniel Mitchell, Clerk to Messieurs Neilson and Bell, Writers to the Signet, Edinburgh, are (under the declaration that the word "shall" in the seventh line from the top of page fourth hereof is written on an erasure) subscribed by us the whole parties hereto, with the exception of the said Joseph Gillon Fergusson as follows, *videlicet*, By us the said Alexander Crombie and Robert Craigie Bell at Edinburgh upon the thirty-first day of October Eighteen hundred and eighty-two before these witnesses John Nicoll, Clerk to the said Messieurs Neilson and Bell, and John Scott, Apprentice to me the said Robert Craigie Bell; By me the said George Cunningham at Edinburgh on the first day of November and year last mentioned before these witnesses the said John Nicoll and the said John Scott; By me the said Harry Cheyne at Edinburgh on said day, month and year last mentioned before these witnesses the said John Nicoll and the said John Scott; and by me the said John Wharton Tod at Edinburgh on the day, month and year last mentioned before these witnesses the said John Nicoll and the said John Scott; By me the said George Robertson Gillespie at Edinburgh on the second day of said month and year last mentioned before these witnesses the said John Nicoll and the said Daniel Mitchell; By me the said David Maclagan at Cannes, France, upon the sixth day of said month and year last mentioned before these witnesses Henry John James Abbott and Antoine Rendu, both Banker's Cashiers, Forty-three Rue de Frejus, Cannes aforesaid; ...By me the said William Moncreiff at Edinburgh upon the tenth day of said month and year last mentioned before these witnesses The Honourable Francis Jeffrey Moncreiff, Chartered Accountant, Edinburgh, and John George Johnston, Apprentice to the said Francis Jeffrey Moncreiff; By me the said James Lutyens Mansfield at Edinburgh upon the said tenth day of November and year last mentioned before these witnesses the said John Nicoll and the said John Scott; By me the said John Heatley Dickson

Testing Clause

at Dabton aforesaid upon the eleventh day of said month and year last mentioned before these witnesses John Smith and Thomas Brisbane, both Clerks at Dabton aforesaid; and by me the said John Duncan at Edinburgh upon the fourteenth day of said month and year last mentioned before these witnesses the said John Nicoll and the said John Scott. (Signed) W. MONCREIFF, G. R. GILLESPIE, JOHN DUNCAN, D. MACLAGAN, ALEX. CROMBIE, R. C. BELL, GEO. CUNNINGHAM, HARRY CHEYNE, JOHN H. DICKSON, JOHN WHARTON TOD, JAMES L. MANSFIELD. F. J. Moncreiff, witness; John Geo. Johnston, witness; John Nicoll, witness; D. Mitchell, witness; John Nicoll, witness; John Scott, witness; H. J. J. Abbott, witness; A. Rendu, witness; John Nicoll, witness; John Scott, witness; John Nicoll, witness; John Scott, witness; John Nicoll, witness; John Scott, witness; John Smith, witness; Thos. Brisbane, witness; John Nicoll, witness; John Scott, witness; John Nicoll, witness; John Scott, witness. Extracted from the Register of Deeds, &c., in the Books of Council and Session on this and the twenty-one preceding pages by me, Principal Keeper of said Register, holding Commission to that effect from the Lord Clerk Register of Scotland.

(Signed) ALEX. MURDOCH.

The amount of Stamp Duty indicated as having been paid on the Principal Deed before extracted is Ten Shillings.

(Signed) ALEX. MURDOCH.