



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. 2.

An Act to incorporate the Governors of the Hospital in *Edinburgh* founded by *Daniel Stewart*, and to amend and explain his Trust Settlement.

[6th August 1860.]

WHEREAS *Daniel Stewart* of the Exchequer in *Edinburgh*, by his Trust Disposition and Deed of Settlement dated the Third Day of *May* One thousand eight hundred and eleven, and registered in the Books of Council and Session in *Scotland* the Seventh Day of *June* One thousand eight hundred and fourteen, gave, granted, assigned, disposed, conveyed, and made over to and in favour of *Archibald Campbell* younger, Esquire, of *Ardyne*, *Robert Stewart* Esquire, of *Clochfoldich*, *Adam Longmore* senior, *Adam Longmore* junior, *Alexander Gardner*, and *Robert Stuart*, Deputy Presenter of Signatures, all in the said Court of Exchequer, and to the Acceptors or Acceptor, Survivors or Survivor of them, and to their Assignees, any Three of his said Trustees, or their Successors, while so many should be alive and in a Capacity to act, to be a Quorum, but in trust for the Uses, Ends, and Purposes, and under the Conditions, Provisions, and reserved Powers and Faculties therein-after mentioned, all Lands, Heritages, Tenements, Houses, Shops, Cellars, Decrees of Adjudication, Heritable Bonds, and all other Heritable Subjects, of whatever Kind or Denomination, belonging to him, or that should happen to belong to him

Trust Disposition and Settlement, dated 3d May 1811, and registered in the Books of Council and Session 7th June 1814.

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at the Time of his Death, as also all Debts and Sums of Money, Government Stocks, and all Monies invested by him in the Hands of public or private Banking or Merchant Companies, or in the Hands of Individuals, and all Bonds, Bills, Decreets, Accompts, Rents or Arrears thereof, together with his whole Household Furniture, Bed and Table Linen, Silver Plate, Books, Pictures, Wines and other Liquors, 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, with the whole Rights, Titles, and Securities of and concerning the said Heritable Subjects, and Grounds of Debt and Diligencies of his said Personal Estate thereby conveyed, and all that had followed or was competent to follow thereon : Providing and declaring, that whatever separate Deed of Conveyance of all Monies belonging to him in the Public or Government Funds or Stock of *Great Britain* which he had already executed or should thereafter execute in favour of his said Trust Disponees, and which should be subsisting and in force at his Death, should be deemed and taken as a Part of his said Trust Disposition and Deed of Settlement, and noways derogatory thereto, but, on the contrary, all such Monies and Funds, whether Real or Personal, recovered and realized under such separate Deed, should be held as comprised under his said Settlement, and should be applied and employed accordingly along with his other Funds thereby disposed in manner as is therein-after directed, notwithstanding the Generality of such separate Conveyance, the Object and Intention of which being merely to facilitate the Recovery of such Monies from *England*, and to save unnecessary Trouble and Expense in so doing, either by Sale, Transference, or otherwise agreeable to Law : Moreover, and without Prejudice to the general Conveyance before written, the said *Daniel Stewart*, by his said Trust Disposition and Deed of Settlement, disposed, conveyed, and made over to his said Trustees before named, and their foresaids, or Quorum, all and sundry the following Subjects belonging to him, situated within the City of *Edinburgh*, and in the Suburbs thereof ; *viz.*, *primo*, that Shop and other Property belonging to him at the Head of *Stevenlaw's Close*, acquired by him from *James Murray*, Grocer in *Edinburgh*, those Three Shops on *South Bridge Street*, *Edinburgh*, with their Pertinents after mentioned, *viz.* No. 52., acquired by him from the *South Bridge Trustees*, with Consent of *Colin Lauder*, Surgeon in *Edinburgh*, No. 93., with a House and Cellar below the same, acquired by him from Dr. *Andrew Wardrop*, *Edinburgh*, No. 95., and Cellar thereto belonging, acquired by him from the said *South Bridge Trustees* and *J. and A. Wardrops*, as also that Shop and Cellars lying at the Head of *Todrick's Wynd*, *High Street*, acquired by him from *Thomas Elder* and *James Murray* ; *secundo*, these Two Shops in the *Lawnmarket* situated at the Head of *Libberton's Wynd*, acquired by him from *William Bell*, Merchant in *Guernsey* ; *tertio*, the House, Vaults, and Cellars in *Niddry Street*, acquired by him from

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from *Robert Allan* Esquire, Banker in *Edinburgh*; *quarto*, the Shop, Vault, and small Cellar in the *Cowgate* next the Arch of the *South Bridge* on the North Side, acquired by him from the said *Robert Allan* Esquire; *quinto*, the House and Two Cellars in the Corner of *St. Patrick's Square*, being the First Flat above the Shop lately possessed by *Alexander Livingston*, Grocer, acquired by him from *William Archibald*, Slater in *Edinburgh*; *sexto*, the House, with Three Cellars, Garden, and the Privilege of a Water Pipe, being the Third Flat or Storey of No. 9, *Windmilln Street*, acquired by him from the Trustees of Mrs. *Margaret Menzies*, and as then possessed by him; *septimo*, the Third Storey of *Hamilton's Land*, *Bristo Street*, with a Garret and Cellar thereto belonging, acquired by him from Sir *Andrew Lauder Dick* Baronet; and lastly, that House, Shop, and Cellar in *Charles Street* acquired by him from *Mary Dickson*, with the Ground on which the said several Subjects before described are built, as the said several Tenements, Houses, Shops, Cellars, Grounds, and others were more particularly described in his own and his Author's Rights and Infestments of the same, and to all which particular Reference is in the said Trust Disposition and Deed of Settlement made for Brevity's sake, with the whole Title Deeds of said Subjects and current Tacks or Missives of Set of the same, but in trust always for the Uses, Ends, and Purposes therein-after mentioned, with full Power to his said Trustees and their foresaids, or Quorum, and to any other Trustees or Trustee that might thereafter be named by him at any Time in his Life, and which he thereby reserved full Power to do, to assume, nominate, and appoint other Trustees to succeed or act along with them, and to fill up Vacancies on the Death, Resignation, or Non-acceptance of any Trustee or Trustees thereby appointed, or that might thereafter be appointed by him for carrying the said Trust Disposition and Deed of Settlement into execution, and with Power to his said Trustees before named and their foresaids, or Quorum, to confer on such new Trustees or Trustee all the Powers, Privileges, and Faculties which were thereby committed to themselves, declaring thereby that all Acts and Deeds of the assumed Trustees or Trustee should be equally good and effectual with regard to his Trust Estate as if their Names had been therein particularly inserted and conjoined with his other Trustees above named in the said recited Deed, and with Power also to his said Trustees thereby named and their foresaids, or Quorum, to sell and dispose of his whole Moveable Estate thereby disposed, either by public Roup or private Bargain, and to receive and discharge the Proceeds and Price thereof, as also to uplift, levy, and receive the Rents, Issues, and Profits of his said Heritable Subjects, as the same should become due after his Death, and all Arrears thereof that might be due to him at the Time of his Death from the Occupiers of the same or others liable in Payment thereof, as also all other Debts and Sums of Money or other Personal Estates that might be due to him or to which he might have Right at the Time aforesaid, and upon Payment to grant all necessary Discharges, Acquit-

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Acquittances, or Conveyances for the same which should be sufficient to the Holders, submit, compound, transact, and agree thereanent, and if necessary to call and pursue for the same, and generally every other Thing in regard to realizing his said Personal Estate to do, which he could have done himself, and with Power also to his said Trustees or Trustee aforesaid, or their Quorum or Successors, to grant Leases of his said Heritable Subjects, not exceeding Three or Five Years Endurance at One Time, and to appoint a Person of good Reputation for Honesty, Industry, and Attention (such Person not being a Trustee at the Time) as Factor for managing and taking charge of his said Heritable Subjects, and for recovering, collecting, and applying the Rents, Issues, and Profits thereof and of his other Trust Funds, under the Direction of his Trustees or Trustee aforesaid, Quorum or Successors, agreeable to the Conditions of the said Trust, and to fix and allow such Factor a reasonable Salary or Gratification for his Trouble, as also to examine and settle the said Factor's Accounts at least once in every Year, or oftener, if it should be deemed expedient or necessary, and with Power also to remove the said Factor from his Office at pleasure, and to appoint others in his Place, for the Purposes above mentioned; and he recommended to his said Trustees aforesaid to cause the Rents of his Real Estate, and the Proceeds of his Personal Estate, when collected by their said Factor, to be lodged from Time to Time in the Hands of Messieurs *Ramsays, Bonars,* and Company, Bankers in *Edinburgh*, or in the Hands of any other responsible Banking Company in *Edinburgh*, for the Time that his said Trustees aforesaid shall direct, upon a Deposit Account to be kept in their Name for behoof of the said Trust, such Monies to remain at Banker's Interest until laid out and employed on more permanent Security at the highest legal Interest, or until it shall otherwise be applied pursuant to and in the Execution of the said Trust; but with Power to his said Trustees to leave a Sum not exceeding Fifty Pounds Sterling at One Time in the Hands of their Factor for answering such occasional Demands for Repairs or otherwise that might be required to be expended on the Trust Subjects: And whereas the Shop and other Property belonging to him at the Head of *Stevenlaw's Close*, and the Three Shops, House, and Cellars, Nos. 52, 93, and 95, on *South Bridge Street*, and the Shop and Cellars at the Head of *Todrick's Wynd*, comprehended and described under Article First of the Heritable Subjects therein particularly before disposed, were all situated in a very central Part of the City of *Edinburgh*, and if kept in proper Repair would always let at good Rents, and contribute much to a permanent yearly Income for supporting the charitable Institutions therein-after mentioned which he was about to establish; it is therefore by the said Trust Disposition and Deed of Settlement declared, that his said Trustees, or those assumed by them, or the perpetual Governors and Trustees of his Hospital after mentioned, on whom the Right thereto was ultimately to devolve, should not have Power to sell or dispose of the same or any

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Part thereof at any Time or for any Price whatever, but should have Power only to let the said Subjects from Time to Time on Leases of Three or Five Years at One Time, as before directed, and at the highest Rents that could reasonably be expected with Assurance of punctual Payment; but it should and might be lawful to the said Trustees or their foresaids, or the said Patrons and Governors, and they are thereby authorized and empowered, at the Expiration of One full Year after the Hospital therein under mentioned should be built, finished, and ready for the Reception of the Boys therein-after described, if they should judge proper, and for the Advantage of the said Hospital Establishment, but not otherwise, to sell and dispose (under the Exceptions aforesaid) of his whole other Heritable Subjects thereby conveyed, either by public Roup or private Bargain, as they should judge most beneficial for the Interest of the Trust, and upon such Sales to uplift, receive, and discharge the Price or Prices thereof, and, if necessary, to call and pursue for the same, Dispositions or other Conveyances in favour of the Purchasers to grant, containing all usual and necessary Clauses binding him and his Heirs and Successors in proper Warrantice thereof, and generally every other Thing to do in the Premises and in regard to vesting a sufficient Title in the Purchasers that he could have done himself; declaring that the Purchasers or Purchaser of all or any Part of the said Subjects should noways be concerned with the Application of the Price, or with any of the Provisions or Conditions of the said Trust; which Disposition and Conveyance above recited was granted by him in trust always for the Uses, Ends, and Purposes, and under the several Provisions, Conditions, and reserved Powers and Faculty therein under written; *viz.*, *primo*, for Payment of all his just and lawful Debts, Charges of his Funeral, and Expenses attending the Execution of his Trust in all respects whatever; *secundo*, for Payment of such Gifts, Legacies, Donations, and Bequests as he might have already made or should at any Time thereafter think proper to make in favour of any Person or Persons, by any Writing under his Hand subsisting and in force at his Demise, and he enjoined the accepting and acting Trustees or Trustee at the Time to give full Effect to his Intentions as the same should be expressed in said Writings, however defective they might happen to be in Form or legal Solemnities; *tertio*, for Payment of the Expense of upholding and keeping in repair and proper Condition the whole Heritable Subjects thereby disposed, while the same remained undisposed of under the said Trust, and in particular of upholding and keeping at all Times in good Repair and Condition that Part of his said Heritable Subjects which were thereby exempted from Sale, and of altering or rebuilding them when the same should be deemed eligible or necessary, and whether separately or in conjunction with the Proprietors of the other conterminous Tenements, and with Power to his said Trustees to apply such Part of his Trust Funds as should be deemed necessary and proper for those Purposes; *quarto*, whereas *Isabella Stewart*, his Niece, in the Dispensations of the All-wise and Almighty God, had for several

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Years then past laboured under great Debility and Derangement of Mind, whereby she had been unfit to manage her Person or Affairs, and during which Time the Government of both had been under his peculiar Charge and Direction, and it being his most anxious Wish and Desire that she should continue under the Charge and Management of some humane, good-hearted Person after his Death, in the event of her surviving him, who would pay due Attention to her Health, Comfort, and personal Safety, therefore he did thereby earnestly recommend the said *Isabella Stewart* to the Care, Guardianship, and Protection of his said Trustees, in humble but perfect Confidence that, from Friendship to him, and Humanity towards her in her afflicted and helpless Situation, they would take the same superintending Care and Direction of her and her Affairs that he had done, so long as it should please Almighty God to continue her in her then weak and unfortunate State of Body and Mind, and for that Purpose he authorized his said Trustees to uplift and apply in the first place the proper Funds belonging to the said *Isabella Stewart* herself as in use to be received by him, amounting to about Thirty-six Pounds Sterling *per Annum*, conform to a separate Note of Particulars thereof subscribed by him, and in case the same were insufficient, or should fall short in answering the aforesaid Purposes, he directed his said Trustees aforesaid to advance from Time to Time out of the first and readiest of the Rents of his Heritable Estate or out of any other Funds in their Hands at the Time such other and further Sums as they should find necessary for making her Situation at all Times as easy and comfortable as possible, and to exercise their sound Discretion in making such Advances as the said *Isabella Stewart's* Situation and Circumstances might seem to require; declaring thereby that any Minute subscribed by his said Trustees fixing the Amount of the said Allowance from his Funds, with a fitted Accompt of the Application thereof, should be held good legal Evidence of such Expenditure in any general accounting with his said Trustees for their Management and Intromissions under the said Trust; but declaring that the Advances thereby authorized from his own Funds should only take place and be competent while the said *Isabella Stewart* and her own proper Funds were permitted to remain under the actual Care, Management, and Control of his said Trustees, or those whom they should appoint to take charge of her; and in case such Management should at any Time be claimed and assumed by her Brothers or by any of her Father's Relations, or his said Trustees interrupted or troubled by any of them in their Care and Protection of her, or in the Management and Application of her own separate Funds, then and in either of these Cases he thereby declared that every Aid and Assistance thereby authorized from his own Funds should from the Period of such Assumption and Interference on the Part of the said Relations cease and determine for ever; moreover, in case it should please God to restore the said *Isabella Stewart* to Health and sound Reason,

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Reason, so as she could manage her Person and Affairs with Safety, Propriety, and Prudence, he thereby directed his said Trustees to give her the Liferent Use and Possession of his House in *Windmilln Street*, with the Cellars, Well, Garden, and other Premises thereto attached and thereto belonging, all as then possessed by him, with the Liferent of his whole Household Furniture, Plate, Bed and Table Linen belonging to him in said Premises; and in case it should happen that the said House and Furniture were disposed of by his said Trustees before the perfect Recovery of the said *Isabella Stewart*, then he appointed his said Trustees to pay to the said *Isabella Stewart* the Sum of Thirty Pounds Sterling yearly, in lieu of House Rent, during all the Days of her Life and Continuance in sound Mind as aforesaid, and that at the Term of *Whitsunday* and *Martinmas* in each Year by equal Portions, beginning the First Term's Payment at the first of these Terms that should happen after her complete Recovery should be ascertained and proven by a Certificate under the Hands of Three Physicians of Character and Respectability in the City of *Edinburgh*, to be chosen by his said Trustees for the Ascertainment of that Fact, as also to make Payment to the said *Isabella Stewart* in the Event aforesaid of the further Sum of Three hundred Pounds Sterling, to be laid out and employed by her, at the Sight of his said Trustees, in purchasing suitable Furniture for said House, payable at the First Term of *Whitsunday* or *Martinmas* after her Recovery should be proved and certified to his said Trustees as aforesaid; but declaring that the Furniture to be purchased with said Sum should be liferented only by the said *Isabella Stewart*, and that the same or Value thereof should, upon her Death or again falling into bad Health and State of Mind, return back to his said Trustees, and form a Part of the Trust Funds under their Management, in virtue of his said Trust Disposition and Deed of Settlement; and further, upon the Recovery of the said *Isabella Stewart* being ascertained and certified as aforesaid, he directed and appointed his said Trustees to make Payment to her while she continued to enjoy a sound and perfect State of Mind a free yearly Annuity of Three hundred Pounds Sterling at *Whitsunday* and *Martinmas* in each Year by equal Portions, beginning the First Term's Payment thereof at the First Term of *Whitsunday* or *Martinmas* that should happen after her Recovery should be certified and declared as aforesaid, and that for the Half Year to run from said Term, and so on half-yearly thereafter during her Life and remaining in sound Mind as aforesaid, with Interest of said Annuity from the respective Terms of Payment thereof during the Not-payment of the same; moreoever, in case the said *Isabella Stewart* should recover, and marry a Person of good Character, with the Consent and Approbation of his Trustees, and should have Issue of the said Marriage, in that event he left and bequeathed and directed his Trustees aforesaid to pay to each Child or Children, Male and Female, to be procreated of said Marriage, a free yearly Annuity of Thirty Pounds Sterling, to commence and be payable to them

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them at the First Term of *Whitsunday* or *Martinmas* that should happen after their Mother's Death, and to be thereafter continued and paid to them half-yearly until their respective Marriages, or until they should respectively arrive at the Age of Twenty-five Years complete, with Interest from the respective Terms of Payment above mentioned during the Not-payment of the same, and upon such Marriage, or the said Children severally arriving at the Age aforesaid, the said Annuity should in either of these Events cease and determine, and in lieu and place thereof he directed his said Trustees to pay to each of such Children by way of Provision the Sum of Six hundred Pounds Sterling, providing always that they conducted themselves in Life to the Satisfaction of his said Trustees, and married suitably, with their Consent and Approbation, and in case of their not doing so it should be in the Power of his said Trustees and he thereby authorized them to withhold from the Child or Children so contravening the whole or such Part of said Provision as they should think proper, and apply the same in executing the other Purposes of the said Trust; which Provisions above written, under the Declaration aforesaid, he appointed to be paid to the said Children respectively at the First Term of *Whitsunday* or *Martinmas* that should happen after their said Marriage or attaining the Age aforesaid, with Interest thereof from the Term at which their Annuity of Thirty Pounds ceased to the foresaid Term of Payment, and yearly thereafter during the Not-payment of the same; declaring nevertheless, that it should be lawful for his said Trustees, notwithstanding the Premises, upon any of the Children aforesaid settling in Business, with the Approbation of his said Trustees, but not otherwise, before Marriage, or before attaining the said Age of Twenty-five Years, to advance and pay the whole or such Part of said Provision to such Child or Children so commencing Business as aforesaid as his said Trustees should think proper, the Annuity payable to such Child or Children at the Time being always diminished to the Extent of the legal Interest of the Sum so advanced and paid to account of such Child's Provision; and as a further Mark of his Affection and Regard for the said *Isabella Stewart*, he thereby permitted and allowed her Remains, and those of her Children and their Offspring, to be interred in his Tomb or Burial Ground on the *Calton Hill* of *Edinburgh*, but he excluded all others from that Privilege, and he recommended to his Trustees to give Directions from Time to Time for keeping the said Tomb in proper Repair, and to deposit the Key thereof in his strong Box, therein to remain subject to their Directions; *quinto*, for the Purpose of erecting, establishing, and supporting in all Time thereafter a charitable Establishment or Free School in the County of *Perth*, for educating and instructing poor Children, Male and Female, in the Principles of the Christian Religion, to be denominated "*Daniel Stewart's Free School*," and for carrying his Directions thereanent in all respects into execution, as provided and settled in a Deed of Mortification, Erection, and Establishment executed

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executed by him in favour of the Trustees therein named, dated the Seventeenth Day of *May* One thousand eight hundred and nine Years, which Deed he thereby ratified and confirmed in all Particulars, with this Addition, that the said *Archibald Campbell* younger, Esquire, of *Ardyne*, and *Robert Stewart* Esquire, of *Clochfoldich*, Two of his Trustees above named, were also thereby nominated, appointed, and assumed joint Trustees, along with his other *Edinburgh* Trustees therein mentioned, for the Purpose of carrying the said Deed of Mortification and Establishment into execution; and also he thereby nominated and appointed the said *Robert Stewart* of *Clochfoldich* an additional Trustee in *Perthshire* along with his other *Perthshire* Trustees named by said Deed, in all Matters and Things regarding the Establishment and Management of said charitable Institution, and he thereby conferred on the said *Archibald Campbell* younger, as an *Edinburgh* Trustee, and upon the said *Robert Stewart*, as Trustee thereby conjoined with both his *Edinburgh* and *Perthshire* Trustees named in said Deed, all the Powers, Privileges, and Faculties thereby conferred on his other Trustees respectively; and in respect of this additional Nomination of Trustees he thereby revoked the Nomination and Appointment of *Andrew Steele* Esquire, Writer to the Signet, as a Trustee under said Deed; as also with this further Addition, that in case the Sum of One thousand two hundred Pounds Sterling, provided by his said Deed for purchasing Ground and erecting the said charitable Establishment in *Perthshire*, should fall short and be inadequate for these Purposes, he thereby directed and authorized his Trustees before named to advance such other and farther Sums out of his Trust Funds thereby disposed as should be deemed necessary for erecting and supporting the said School and Premises in manner directed by his said Deed; moreover, he thereby nominated and appointed his said Trustees before named, and the Acceptors or Acceptor, Survivors or Survivor of them, and their Assigns in trust, to be his sole Executors, thereby conferring on them all the Powers necessary and competent in Law for the due Execution of that Office; *sexto*, after the Objects and Purposes of the foregoing Trust were fully accomplished and completed in all respects in manner and to the effect therein-before directed, then and thereupon he appointed his said Trustees thereby named and assumed, Quorum, and Survivors or Survivor of them, to appropriate and set apart the whole Surplusage or Overplus in Lands, Money, or other Species remaining open and unoccupied of his Trust Estate and Funds of every Denomination, Real and Personal, with the whole future free Rents, Interests, Revenues, and Issues thereof, to be progressively amassed and accumulated under their Administration and Direction until a Capital of not less than Forty thousand Pounds Sterling should thereby and from these Sources, independent of the Right of Property of the Subjects in the City of *Edinburgh* to be reserved, preserved, and exempted from Sale in manner therein mentioned, be realised and accumulated;

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cumulated, and upon such Capital being thus raised, amassed; and completed, he directed and appointed the Trustees aforesaid, Survivors or Survivor, or Quorum, to lay out and employ the same or such Part thereof as they might find necessary in the Purchase of a Piece of suitable Ground in a healthy Situation, and having a proper Supply of soft Water in the Premises, either in the City of *Edinburgh* or Suburbs thereof, and to erect and build thereon an Hospital for the Aliment, Maintenance, and Education of poor Boys in manner after mentioned, which Hospital he directed to be built in the best Manner and upon the most approved Plan which his Trustees could procure, and to be in all respects neat, handsome, and commodious, and for Security and Preservation of the Premises he appointed the acting Trustees or Trustee at the Time, so soon as the said Hospital was roofed in, to insure the same against Fire in a sufficient Insurance Office in *Edinburgh*, at such Sum as might appear proper and proportioned to the whole Expense of the Building when the same should be finally completed, and thereafter to continue and if necessary to increase the said Insurance upon both Hospital and Furniture, and to pay the Premium of Insurance due thereon annually and regularly in all Time thereafter; and he directed the Trustees aforesaid to furnish the said Hospital, when built and completed, with neat, good, and sufficient Furniture, such as they should deem suitable and proper for such Building and Institution, and to keep the said Building and Furniture, and Grounds around the same, and whole Premises thereto belonging, at all Times clean and in proper Condition and Repair; and the Ground being so purchased, and the Hospital erected thereon and furnished as aforesaid, he did thereby mortify, gift, grant, and appropriate the same, and whole Appurtenances thereto belonging, as an Hospital and charitable Institution, to be called in all Time thereafter "*Daniel Stewart's Hospital*," for the Relief, Maintenance, and Education, first, of poor Boys of the Name of "*Stewart*" residing within the City of *Edinburgh* or Suburbs thereof, next in order to them poor Boys of the Name of "*MacFarlane*" who should reside within the said City or Suburbs, after them poor Boys in general of any other Name residing within the said City or Suburbs till the whole Number of Boys should be made up and completed which the Remainder of his Trust Funds should be sufficient adequately and properly to clothe, educate, and maintain in the said Hospital, and all Vacancies that should happen in the said Hospital should be supplied and filled up agreeably to the Preference and in the Order above set down; declaring that the Boys to be admitted into the said Hospital must be descended of honest, industrious, and well-behaved Parents, whose Circumstances in Life do not enable them suitably to support and educate their Children at other Schools, and that no unhealthy or diseased Boy should at any Time or on any Account be admitted into the said Hospital, or allowed to participate in or enjoy any of the Benefits, Privileges, or Advantages thereto belonging; and for preventing improper Admissions into the said
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Hospital he directed and authorized the Trustees and Governors therein-after mentioned to call for Certificates from the Ministers and Two Elders of the Parish within which the Boys and their Parents reside, and, if necessary, from One or Two Physicians or Surgeons of Respectability, touching the Character and good Behaviour of Parents and Children, and sound State of Health of the said Children, before they should be admitted Members of the said Hospital; and he appointed the Clothing to be worn and used daily by the Boys of the said Hospital to be "Blue" in all Time thereafter; secondly, he directed that the Boys admitted into the aforesaid Hospital should not be less than Seven or more than Ten Years of Age at the Period of their Admission, and should only continue to be maintained, clothed, and educated therein as follows; *viz.*, those of Seven at their Admission for the Period of Seven Years, and those at Ten for the Period of Five Years after their Admission, unless the Trustees and Governors thereof should, in the Exercise of their Discretion, judge it expedient, according to existing Circumstances, to restrict or enlarge the Period thereby assigned to each Class for their remaining in the said Hospital, and which they were thereby empowered to do as they should think proper; *tertio*, he appointed the following Branches of Education to be taught in the said Hospital, *viz.*, *English*, and Instruction in the Principles of our Holy Christian Religion, accompanied with Prayer, Morning and Evening, by the Masters or Teachers in the said Hospital, Writing, Arithmetic, Book-keeping, *Latin*, and Mathematics, or such Branches thereof at One Time as his said Trustees and Governors should direct, and he recommended to both Teachers and Children admitted into said Hospital to attend Public Worship regularly on the Lord's Day in some of the Established Churches situated next to the said Hospital, and that proper Accommodation be therein provided for them for that Purpose; moreover, in order to carry his Intentions into execution as to the Erection and Establishment of said Hospital, and the permanent Management thereof and of the Funds for supporting the same, and to prevent all Doubts regarding the Powers and Duties of the Persons to whom he had committed the Execution of the whole of the said Trust, he thereby declared that his Trustees therein-before named, Acceptors or Acceptor, Survivors or Survivor, and Quorum, and any other Trustees or Trustee to be named by him or nominated and assumed by them, should have the sole, exclusive, and entire Management of his whole Real and Personal Estate thereby disposed in trust, and of the Erection, Establishment, and final Completion of the said Hospital, until the same should be opened for the Education and Maintenance of the Boys to be admitted therein, and for the Space of Five full Years thereafter; and for that Purpose he directed his Trustees aforesaid, or the Trustees to be nominated by him or them, how soon the Number of those accepting should be by Death or otherwise reduced to Two, to execute new Nominations of other Trustees to act along with them in the Execution of the said Trust until the Period
aforesaid

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aforesaid should arrive for denuding thereof in favour of the perpetual Governors after mentioned; and that as often as the said Trustees should find it necessary to execute such Nominations, so as to prevent at all Times the Hazard of the said Trust expiring, till the Arrival of said Period, and upon the Arrival thereof, he thereby declared that the perpetual Management and Government of the said Hospital and Funds thereto belonging should *ipso facto* devolve upon and be thereafter administered by the Master, Treasurer, and Twelve Assistants of the Merchant Company of *Edinburgh* for the Time being, and their Successors in Office, in conjunction with any of his Trustees aforesaid, named or to be named by himself, who should have acted under the said Trust, and who should be entitled during their respective Lives to a joint Vote and Management with the said Master, Treasurer, and Assistants in all Matters and Things respecting the said Hospital and Funds thereto belonging; and in these Terms he thereby nominated and appointed the said *Archibald Campbell* younger, *Robert Stewart*, *Adam Longmore* senior, *Adam Longmore* junior, *Alexander Gardner*, and *Robert Stuart*, and the Acceptors or Acceptor, Survivors or Survivor of them, and any other Trustees or Trustee to be named by him or assumed and nominated by them or by their Successors during the Period aforesaid, and after them the said Master, Treasurer, and Twelve Assistants of the said Merchant Company of *Edinburgh* for the Time being, and their Successors in Office, in conjunction for the Time being with the Survivors or Survivor of his original accepting Trustees aforesaid, to be Patrons, Trustees, Governors, and Managers of said Hospital accordingly in all Time thereafter; and he disposed, conveyed, and made over to them respectively in the Order above set down, during the Periods and for the Purposes before mentioned, not only the foresaid Capital Sum of Forty thousand Pounds Sterling appointed to be accumulated and realized in manner before written, and whole Issues and Proceeds thereof, or what should remain of the same, after building and furnishing the said Hospital, but also the said Hospital itself, Ground upon which the same should be erected and thereto attached, and whole Furniture in the Premises, together with all his unappropriated Funds and Estates, Real and Personal, belonging to him and comprised under the general Trust Conveyance before recited, with the whole Issues and Revenues thereof, and also the Rents and Issues of those Parts of his Heritable Subjects in *Edinburgh* directed to be reserved, preserved, and exempted from Sale, dispensing with the Generality thereof, and declaring that the said Conveyance, notwithstanding thereof, should be effectual and be respected and enforced according to the true Meaning and Intendment thereof in all Points, but in trust always for the Uses and Purposes before and after expressed, with Power to the said Trustees and Governors, in the Order and during their respective Administrations aforesaid, to apply the said Funds or such Part thereof as might be necessary in the Purchase of Ground, and in erecting and furnishing the said Hospital, in manner before mentioned,

and

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and as soon thereafter as the Remainder of his said Trust Funds aforesaid should afford a clear yearly Income or Revenue of Two thousand Pounds Sterling, but not sooner, to open the said Hospital, and to admit therein such Number of poor Boys of the Names and in the Order above set down as the said yearly Income or the annual Revenue and Issues of the Premises conveyed and directed to be put to profitable Use should be sufficient to maintain, clothe, and educate in a suitable and proper Manner at the Time, and to keep the Fabric of the Hospital, Furniture, and Appurtenances of every Description in proper and sufficient Repair; and with Power to the said Trustees and Governors during their respective Administrations as aforesaid to increase or diminish the Number of Boys at said Hospital as they should think proper, and to appoint Overseers, Masters, Treasurer, Clerk, Housekeepers, and all other Officers and Servants necessary for managing the said Hospital and charitable Establishment, and instructing the Children therein in the different Branches of Education therein above mentioned, to fix and allow proper Salaries and Wages for their Trouble; and with Power to remove all or any of them from Office, and appoint others to supply their Office when sufficient Cause might arise for so doing, of which his said Patrons and Governors aforesaid should at all Times be the sole Judges; and with Power also to the said Patrons and Governors, during their respective joint or separate Administrations, to regulate the Diet of the said Hospital, Clothing of the Children, and whole internal Government of the Premises, and to make all necessary Laws and Regulations for that Purpose, the same being noways derogatory to the Regulations thereby established by himself, or to any other Rules or Ordinances which he might appoint to be observed by any Writing to be thereafter executed by him to that Effect; and in order that the whole of the said Establishment might be conducted with Regularity and Economy, and with due Regard to the Education, Clothing, and Maintenance of the Children and Comfort of all concerned, he appointed his said Trustees and Governors, in the Order aforesaid, to call to their Assistance the Professor of Divinity in the University of *Edinburgh* for the Time, and with his Assistance and Advice, Six Months previous to opening the said Hospital, to compose a System of Rules, Statutes, and Regulations, temporary and permanent, to be observed in the said Hospital, in addition to those thereby established by himself, and to publish, certify, and declare the same for the Rule and Government of all concerned in the said Hospital, and to make such Additions thereto, Alterations or Abrogations thereof, from Time to Time, as Experience in conducting the said Establishment might point out to be necessary, in making which Regulations he recommended to his Trustees and Governors, and to the said Professor of Divinity, to take as a Model the Statutes and Rules of *George Watson's* Hospital, in so far only as they might be considered proper and applicable to be observed and introduced for regulating the Affairs of his

[*Private.*] *k* Hospital,

Daniel Stewart's Hospital.

Hospital, it being his Wish that the Rules and Government thereof should approach as nearly as might be to those enacted and observed in *Watson's Hospital*; but declaring always that the same should be noways derogatory to or infringe upon the original and fundamental Rules of the said Hospital thereby enacted, or to be enacted by himself; and in case of Difference of Opinion among his said Trustees before named, or after them among the said Master, Treasurer, and Twelve Assistants of the said Merchant Company, and their Successors in Office, in regard to making or altering the said Rules and Statutes, or in regard to the internal Management and Regulations of the said Hospital in any respect, by which an Equality of Votes might at any Time arise, he thereby empowered and authorized the said Professor of Divinity in the said University of *Edinburgh* for the Time to decide all such Differences by a Casting Vote on all Occasions when such Difference and Equality should occur; moreover, as an Encouragement to the said Master, Treasurer, and Twelve Assistants of the said Merchant Company of *Edinburgh*, and their Successors in Office, their accepting and executing the said Trust, and acting as perpetual Patrons and Governors of said Hospital after the Period should arrive for his other Trustees denuding thereof in manner before mentioned, he thereby left and bequeathed to them the Sum of Three hundred Pounds Sterling, for the Use and Benefit of the said Merchant Company of *Edinburgh*, which Sum he appointed to be paid to them for Behoof aforesaid at the First Term of *Whitsunday* or *Martinmas* that should happen Twelve Months after the Office of perpetual Patrons and Governors should devolve upon and be accepted of by them; declaring always, that in case they should decline to accept and execute the said Trust, in that event they should have no Claim or Title to the said Sum of Three hundred Pounds Sterling, and it should be lawful to his other Trustees acting for the Time, and they were thereby authorized and empowered, to nominate and appoint the Managers of any other public Institution in *Edinburgh* they should judge fit, and their Successors in Office, as perpetual Governors, Patrons, and Managers of said Hospital and Funds thereto belonging, and to vest them in the full Right of the Premises, but in trust always under the Conditions and for the Purposes aforesaid, as also to settle or pay to the Managers of such Institution, for behoof of their own charitable Establishment or Society, upon their accepting and executing the said Trust, the foresaid Sum of Three hundred Pounds Sterling, Twelve Months after the said Trust shall devolve upon and be accepted of by them; lastly, he thereby declared, that the Trustees above named, or those to be assumed Acceptors or Acceptor, Survivors or Survivor of them, or Quorum, and the Patrons, Governors, and Managers of said Hospital named or to be named in virtue thereof, should noways be liable for Omissions nor exact Diligence, nor for Factors, Tenants, or others, nor *singuli in solidum*, but each only for his own actual Intromissions in relation to the Premises, and in all things

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things to act *tanquam boni viri*, saving and reserving to him the whole Premises and Powers over the same as therein-after expressed: And whereas by Codicil to the said Trust Disposition and Deed of Settlement, dated the Thirteenth Day of *February* One thousand eight hundred and thirteen, and registered therewith in the Books of Council and Session the said Seventh Day of *June* One thousand eight hundred and fourteen, the said *Daniel Stewart*, on the Recital that by the before-recited Settlement he had, *inter alia*, authorized his Trustees therein named to appoint Factors from Time to Time for assisting them in the Management of his Affairs, under a Declaration that such Factor should not be One of his acting Trustees at the Time, and that he was then of opinion that such Limitation in the Appointment of a Factor was inexpedient, and might create additional Trouble in the Execution of the Trust, he did therefore thereby revoke and alter that Part of the before-recited Disposition and Settlement in so far as it excludes his acting Trustees from appointing One of their own Number to act as Factor over his said Estate; and having full Confidence in *Robert Stuart*, Deputy Presenter of Signatures in Exchequer, One of his Trustees before named, for faithfully discharging that Office, he thereby nominated and appointed the said *Robert Stuart* to be Factor and Manager in the Execution of the Trust, subject always to the Direction and Control of his other Trustees, and also to act as a Trustee along with them; and failing the said *Robert Stuart* by Death or Non-acceptance, the said *Daniel Stewart* authorized his said Trustees to appoint any One of their own Number as Factor who should be disposed to accept of the said Office, or any other fit Person they might think proper, and to fix such Salary and Allowance as they should think reasonable to the said *Robert Stuart* or other Factor to be appointed by them, pursuant to the Powers vested in them by the before-recited Settlement; and with this Variation and Declaration he thereby confirmed the before-recited Settlement in all respects: And whereas the said *Daniel Stewart* died on or about the Thirty-first Day of *May* One thousand eight hundred and fourteen, leaving the before-recited Trust Disposition and Deed of Settlement and Codicil unrevoked, and without leaving any other Deed or Writing than those above mentioned relating to the Regulation and Management of the said Hospital: And whereas the Trustees before named of the said *Daniel Stewart* having, with the Exception of *Archibald Campbell* younger, accepted of their said Office, entered upon the Management and Administration of the said Trust Estate, and paid the Debts of the said *Daniel Stewart*, and carried into effect other Purposes of the said Trust; but the Purposes thereof in regard to the Erection of an Hospital could not be fulfilled during the Lifetime of the said *Isabella Stewart*, his Niece, for whom and her Issue, if she should have any, Provision was thereby made: And whereas by Deed of Assumption, dated the Fifteenth Day of *November* and registered in the Books of Council and Session the

Codicil dated
13th Feb.
1813, regis-
tered with
Deed of
Settlement.

Deed of
Assumption
of new

Third

Daniel Stewart's Hospital.

Trustees,
dated 15th
Nov. and
registered
3d Dec. 1827.

Farther
Deed of
Assumption
of new Trus-
tees, dated
3d, 8th, and
28th March
and regis-
tered 1st
May 1849.

Third Day of *December* in the Year One thousand eight hundred and twenty-seven, the said *Robert Stewart* of *Clochfoldich*, *Adam Longmore* senior, *Robert Stuart*, Deputy Presenter of Signatures, and *Adam Longmore* junior, the then surviving Trustees appointed by the said *Daniel Stewart*, assumed *John Ferrier*, Writer to the Signet, *Francis Wilson*, Writer to the Signet, *John Burn Murdoch* of *Newk*, Advocate, and *James Renton*, Accountant in *Edinburgh*, to be Trustees, and to act jointly along with them, the said surviving Trustees, in the Execution of the Trust created and granted by the said *Daniel Stewart* by his said Trust Disposition and Deed of Settlement: And whereas by Deed of Assumption, dated the Third, Eighth, and Twenty-eighth Days of *March* and registered in the Books of Council and Session the First Day of *May* One thousand eight hundred and forty-nine, the said *Adam Longmore* junior, the then only surviving Trustee named by the said *Daniel Stewart*, and the said *John Burn Murdoch* and *James Renton*, the then surviving acting Trustees assumed into the said Trust by the Deed of Assumption above recited, assumed *John Burn Murdoch* younger, of *Gartincaber*, Esquire, Advocate, and *Adam Chalmers Longmore* Esquire, of the said Exchequer, to be Trustees and to act jointly along with the said *Adam Longmore* junior, *John Burn Murdoch*, and *James Renton* in the Execution of the said Trust: And whereas the said *Isabella Stewart*, the Niece of the said *Daniel Stewart*, for whom certain Provisions are made by the said Trust Disposition and Deed of Settlement, died on the Eleventh Day of *December* One thousand eight hundred and forty-six, without Issue: And whereas the Directions of the said *Daniel Stewart* in regard to the Establishment of his Free School in the County of *Perth* have been carried into effect: And whereas in the course of the Year One thousand eight hundred and thirty-six the Trustees, having acquired a suitable Piece of Ground, Part of the Lands of *Dean* in the Neighbourhood of *Edinburgh*, proceeded to erect thereon and did erect and complete and furnish an Hospital, in Terms of the said Settlement, which was opened on the First Day of *February* One thousand eight hundred and fifty-five, and which has been managed in Terms of certain Regulations prepared by the said Trustees under the said Settlement, and submitted to and approved of by Doctor *John Lee*, Professor of Divinity at the Time in the University of *Edinburgh*: And whereas the whole Trustees named by the Testator in his said Trust Disposition and Deed of Settlement are now dead: And whereas, under the said Trust Disposition and Deed of Settlement, the perpetual Management and Government of the said Hospital and Funds thereto belonging are, as from and after the Expiry of Five Years from the opening of the said Hospital, that is to say, from and after the First Day of *February* One thousand eight hundred and sixty, devolved on and to be thereafter administered by the Master, Treasurer, and Twelve Assistants of the Merchant Company of *Edinburgh* for the Time being, and their Suc-
cessors

Daniel Stewart's Hospital.

cessors in Office, as Patrons, Trustees, Governors, and Managers of the said Hospital in all Time thereafter, of which Office the said Master, Treasurer, and Assistants have accepted: And whereas it is expedient, in order to the due Administration of the Trust so devolved upon the said Master, Treasurer, and Assistants, that they should be incorporated, and that the said Hospital, and Estates, Real and Personal, of the said Trust, should be duly and validly vested in them: And whereas certain Portions of the House and Shop Property belonging to the said Trust, as specified in the Schedule hereunto annexed, which the said Trustees and Governors have not under the foresaid Trust Disposition and Deed of Settlement Power to dispose of, are situated in the Old Town of *Edinburgh*, which has ceased to be a central Part of the City, and has become a much less advantageous Locality than during the Lifetime of the Truster, and is tending to become still less advantageous, whereby the said Property is liable to decrease in Value, and Difficulties may be found in obtaining suitable Tenants for the same, or in hereafter realizing the present Values thereof, and in consequence it is expedient that Powers should be granted to sell and dispose of the said Property if and when it shall be deemed advisable to do so, and otherwise to invest the Price and Proceeds of the same: And whereas it is also expedient that the Duties of the said Governors under the said Trust Disposition and Deed of Settlement be defined and explained, and that certain of the Provisions of the said Settlement should be amended; but the said Objects cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty (upon the humble Petition of Your Majesty's dutiful and loyal Subjects, the Master, Treasurer, and Twelve Assistants of the Company of Merchants of the City of *Edinburgh*.) 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:

I. That the said Master, Treasurer, and Twelve Assistants of the Company of Merchants of *Edinburgh* for the Time being, and their Successors in their respective Offices, are and shall be, for the Purposes of this Act and of the recited Trust Settlement, incorporated into One Body Politic and Corporate, under the Name of "The Governors of *Daniel Stewart's Hospital*," and as such shall have perpetual Succession and a Common Seal, and by that Name may sue and be sued, and may purchase and acquire and may hold Lands and Heritages, for the Use of the said Trust, and sell and dispose of the same, in so far as by the said Settlement and by this Act empowered.

Incorporation of Governors.

II. The said Hospital, erected as before recited, and all Lands and Property thereto belonging, and Furnishings of the same, with the whole Estates, Heritable and Moveable, Real and Personal, of the said deceased

Hospital and Property to be vested in Governors.

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Daniel

Daniel Stewart's Hospital.

Daniel Stewart, and vested in his Trustees, and all Rights and Interests connected therewith, are, as from and after the First Day of *February* One thousand eight hundred and sixty, and subject to all existing Debts and Obligations affecting the same, hereby vested in the said Governors, for the Purposes of the said recited Trust Settlement and of this Act; and the Trustees of the said *Daniel Stewart* shall pay, transfer, dispone, convey, and make over to the said Governors all such Estates and Effects, and make and execute all Deeds and Conveyances necessary for fully and legally vesting the same in the said Governors, for the Uses and Purposes of the said Trust Settlement and of this Act.

The Governors may release the Trustees.

III. The Governors of the said Hospital shall and may, on being satisfied in regard to the Intromissions of the said Trustees with the Trust Estate, execute all proper and valid Discharges and Releases in the Premises to the said Trustees and the Representatives of deceased Trustees and all other Intromitters with the said Estate.

Governors may sell the Heritable Property contained in Schedule to this Act.

IV. The Governors of the said Hospital for the Time being may make sale and absolutely dispose of the Shops and Tenements contained in the Schedule to this Act annexed, either together or in Parcels, by Public Auction or Sale, to the highest Offerer, previous Notice being always given of such intended Sale in the *Edinburgh Gazette* and in Two of the Newspapers published in *Edinburgh*, once a Week at least during One Month previous to such Sale, and that for the most Money and best Price that can be had and obtained for the said Subjects; and as soon as the Purchaser shall have made Payment of the full Price at or for which he may have purchased the said Shops and Tenements, or such Parts thereof as shall or may be sold, the said Governors of the said Hospital shall dispone or convey the same unto or to the Use of the Purchaser and his Heirs or Assignees, or to such Uses, Intents, and Purposes as he shall direct and appoint, and shall execute and deliver good and effectual Dispositions and Conveyances of the same, containing all usual and necessary Clauses.

Mode of Investment of Trust Funds.

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

VI. A Meeting

Daniel Stewart's Hospital.

VI. A Meeting of the Governors of the said Hospital shall be held within One Month after the passing of this Act, and an Annual Meeting on the First *Monday* of *September* yearly, and Four Quarterly Meetings shall be held in every Year; and the Days for holding such Quarterly Meetings shall be fixed at the said Annual Meetings; and all the said Meetings shall take place either within the said Hospital, or at such Places as the Governors shall appoint; and the Governors of the said Hospital assembled at any Meeting shall have Power to adjourn from Time to Time and to such Place as to such Meeting shall seem proper.

Annual and Quarterly Meetings of the Governors to be held.

VII. At all Meetings of the said Governors Five of them shall be a Quorum, and the Master of the said Merchant Company for the Time being, if he shall be present, shall be Preses, and if he be not present, the Treasurer of the said Merchant Company, or in his Absence the Senior Assistant present, shall be Preses; and the Preses of every Meeting shall have a deliberative Vote, and also a Casting Vote in all Cases of Equality of Votes; and all the Powers of this Act may be exercised at any Meeting of the said Governors at which Five of them shall be present.

Quorum of Governors.

VIII. It shall be lawful for the Master or Treasurer of the said Company of Merchants, and either of them is hereby required, upon the Request in Writing of any Three of the Governors of the said Hospital, to call a Special Meeting of the Governors for the Purposes mentioned in such Requisition, of which Meeting Two Days Notice shall be given; and every such Special Meeting shall have the same Powers and Authorities in all respects as any Quarterly Meeting of the said Governors.

Special Meetings may be called.

IX. From and after the passing of this Act all Dispositions and other Deeds and Writings which require to be made, granted, and executed by and on behalf of the Governors of the said Hospital shall proceed in the Corporate Name of the said Governors, and shall be approved of at a Meeting of the Governors, and shall be subscribed by any Three of the Governors of the said Hospital for the Time, and sealed with the Common Seal of the said Governors; and Deeds and Writings of the said Governors so subscribed and sealed shall be good, valid, and effectual as such to the Person or Persons to whom or in whose Favour the same shall be granted: Provided always, that in regard to Leases of Heritable Properties, Receipts for Interests, Dividends, Feu Duties, Rents, and Sums of Money, the said Governors may delegate and appoint a Factor or Treasurer to subscribe the same; and any Lease or Receipt so subscribed shall be as good, valid, and effectual as the Deeds and Writings executed in manner herein-before provided.

Deeds to be signed by certain of the Governors.

X. Subject

Daniel Stewart's Hospital.

Boys eligible
to the
Benefits of
the Hospital.

X. Subject to the Provisions of the recited Trust Settlement, the Boys eligible to the Benefits of the said Hospital shall be, first, poor Boys of the Name of "*Stewart*," next in order to them poor Boys of the Name of "*MacFarlane*," and after them poor Boys in general of any other Name, all residing within the City of *Edinburgh* or Suburbs thereof, including the Town of *Leith*, and such Boys may be either Orphans or the Sons of Parents One or both of whom are alive: Provided always, that in judging of the Eligibility of all Boys for Admission to the said Hospital the Governors shall, subject to the Provisions of this Act and of the said Trust Disposition and Deed of Settlement, be entitled to exercise their own free and absolute Discretion.

Apprentice
Fees and
Bounties for
Boys.

XI. The Governors of the said Hospital may, if they shall be of opinion that the Funds of the said Hospital will permit, and that it is otherwise for the Benefit of the said Hospital, with the Consent of the nearest Relatives of any Boy maintained in the said Hospital, after consulting also the Inclinations of such Boy, bind such Boy an Apprentice to a Merchant or Tradesman, or to any Business or Profession, at any Time before he shall have completed his Sixteenth Year, and pay for such Boy an Apprentice Fee not exceeding Fifty Pounds by yearly Instalments; and also the Governors of the said Hospital may, if they think fit, in lieu of an Apprentice Fee, pay for such Boys whose Relatives or Friends may have emigrated to the Colonies or elsewhere abroad, and for whose Interest it may be that they should be associated with such Relatives or Friends, a Sum not exceeding Thirty Pounds each towards their Outfit: Provided always, that no Boy shall receive the said Apprentice Fee or Bounty unless he shall have complied with such Rules and Regulations in regard to the same as the Governors may from Time to Time fix and lay down; and provided also, that the said Governors shall have full Powers to judge of and to grant or refuse each Application for the said Apprentice Fee or Bounty, and to fix the Amount thereof according to their Discretion.

Additional
Branches of
Education
may be
lawful.

XII. It shall be lawful for the said Governors, besides the Branches of Education mentioned in the said Settlement, to provide for such additional Branches of Education and Training being taught and practised within the Hospital as the said Governors shall from Time to Time deem proper.

Additional
Teachers,
Servants,
and Officers
may be ap-
pointed.

XIII. It shall be lawful for the Governors of the said Hospital to appoint additional Teachers, Servants, or other Officers necessary or requisite for teaching such additional Branches as from Time to Time may be added to the System of Education, and to fix and determine from Time to Time the Number, Kinds, and Qualifications of the said Teachers, Servants, or others, and the Amounts and Rates of their Salaries and Remunerations.

XIV. Saving

Daniel Stewart's Hospital.

XIV. Saving and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person or Persons, Bodies Politic and Corporate, all such Right, Title, Interest, Claim, and Demand, of, in, and to or out of all or any Part of the Funds or Estate of the said *Daniel Stewart*, or in connexion with his said Hospital, as they or any of them have or might claim, challenge, and demand in case this Act had never been made; and especially declaring that nothing herein contained shall be held to alter or infringe the Rights and Powers of the said Governors under the said Trust Disposition and Deed of Settlement, excepting only in so far as the Provisions of the said Trust Disposition and Deed of Settlement are altered and extended by this Act in manner herein-before provided for.

Saving of Rights.

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

Expenses of Act.

XVI. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Daniel Stewart's Hospital.

SCHEDULE referred to in the foregoing Act.

1. Shop, Number Fifty-two, South Bridge, Edinburgh, acquired from the South Bridge Trustees, with Consent of Colin Lauder, Surgeon in Edinburgh, and presently possessed by Ann Grinton, Silk Mercer.
2. Shop, Number Ninety-five, South Bridge, and Cellar thereto belonging, acquired from the South Bridge Trustees, and J. and A. Wardrops, and presently possessed by Peter Sutherland, Stationer.
3. Shop, Number Ninety-three, South Bridge, Edinburgh, with a House and Cellar below the same, acquired from Dr. Andrew Wardrop, Edinburgh, and presently possessed by John Crawford Stewart, Clothier.
4. Shop and Cellars lying at the Head of Todrick's Wynd, High Street, Edinburgh, acquired from Thomas Elder and James Murray, and presently possessed by Robert Sounnes, Grocer.
5. Shop and other Property at the Head of Stevenlaw's Close, Number One hundred and thirty-six, High Street, Edinburgh, acquired from James Murray, Grocer in Edinburgh, and presently possessed by Charles Cowan, Ironmonger.

Thomas Strong,

Clerk to the Governors of Daniel Stewart's Hospital.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.