

1880 Rowatt, Thomas
Reference SC70/4/186 Edinburgh Sheriff Court Wills]

{Thomas Rowatt / See Record of Inventories Vol. 203 p. 615 / 18th Nov 1880}

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[698] I Thomas Rowatt, Paraffin Lamp and Mineral Oil Manufacturer, Number One hundred and twenty six Fountainbridge Edinburgh, and presently one of the Magistrates of the City, having resolved owing to the affection I bear to my Wife and family and for other good causes to settle my affairs in manner hereinafter mentioned. Do hereby Give Grant Assign and Dispose to Mrs. Margaret McMillan or Rowatt my Wife, Thomas Rowatt Junior my son presently residing at Fairlaw, Kew, London, James McMillan Rowatt also my son presently residing at Number Seven Palmerston Road, Edinburgh, John Clapperton Esquire Merchant residing at Gillsland Spylaw Road Edinburgh, Robert Younger [699] Esquire Brewer residing at Number fifteen Carlton Terrace Edinburgh and Alexander Kirk Mackie, Solicitor before the Supreme Courts of Scotland residing at Number Six Albany Street Edinburgh and to such other person or persons as I may hereafter name or as may be assumed to act in the Trust hereby created, and to the acceptors or acceptor survivors or survivor and last survivor of the persons above named or who may be named or assumed as aforesaid as Trustees or Trustee for the purposes particularly hereinafter mentioned (declaring that if at any time only one of the said Trustees shall be resident in Great Britain he or she shall have power to act alone during the absence of his or her Co-Trustees) when all failing then to the nearest heir male of the last accepting and surviving Trustee who shall be major at the time (the said [700] Trustees named and to be named and assumed and their foresaids being throughout these presents denominated “my Trustees”) and to the assignees of my Trustees All and Sundry lands and heritable Estate of whatever kind and wherever kind and wherever situated, as also the whole moveable and personal means and Estate of whatever kind and wherever situated Stock in Trade included which shall belong to me at the time of my decease, with the whole Writs Evident Vouchers and Securities thereof. And I bind and oblige myself and my heirs and successors to grant all necessary deeds and Writings in favour of my Trustees for implementing and fulfilling the General Disposition hereinbefore contained of my heritable and moveable means and Estate: And I Nominate and Appoint my Trustees to be my sole Executors and also to be Tutors and Curators to any pupil [701] or minor beneficiaries under this Settlement declaring that the said Tutors and Curators shall not be liable for omissions of any kind or for not doing diligence or for one another but each for his or her own actual Intromissions only: But declaring always that theses presents are granted by me in Trust only and for the uses and purposes hereinafter mentioned videlicet First, That my Trustees shall from the produce of my means and Estate pay all my just and lawful debts sickbed and funeral Expenses and the expense of executing this Trust: Secondly, I direct my Trustees to give to the said Mrs. Margaret McMillan or Rowatt my Wife in the event of her surviving me during all the days of her lifetime but for her liferent use only and on the special condition that should she enter into a second marriage this provisions will [702] ipso facto terminate at the date of such marriage, - the use of my whole household furniture, bed and table linen, China, Silver

plate, Books, pictures and generally of everything useful and ornamental in and about my Dwelling House at the time of my decease and on her death or on her again marrying I direct my Trustees to dispose of the said Furniture and others as follows (first) to divide give and deliver my said silver plate absolutely to and among my Son the said James McMillan Rowatt and my Daughters Miss Margaret Rowatt presently residing at Number Seven Palmerston Road Edinburgh and Mrs Jane Rowatt or Muir, Wife of the Reverend Alexander Bryce Muir, Birkenhead, in the following proportions videlicet, four tenth parts to the said James McMillan Rowatt, four tenth parts to the said Miss Margaret Rowatt, and the remaining two tenth [703] parts to the said Mrs. Jane Rowatt or Muir, declaring that should any of the said James McMillan Rowatt, Miss Margaret Rowatt or Mrs Jane Rowatt or Muir predecease the period of division leaving lawful issue such issue shall be entitled to their deceased parents share and failing such issue the share shall accree to the survivors or survivor and if survivors in the ratio of the original division, declaring further that should any difference of opinion arise in regard to the division of the said silver plate, the decision of my Trustees shall be final and conclusive to all concerned, and (Second) To give and deliver absolutely to the said Miss Margaret Rowatt but that only in event of her being unmarried at the time of the death or second Marriage of my said Wife the whole of the said household furniture bed and table linen China Books [704] Pictures and others excepting the said silver plate the division of which is above provided for, - declaring that should the said Miss Margaret Rowatt predecease the time of the death or second Marriage of my said Wife or be married when either of these events occurs the said Household Furniture and others shall form part of the Residue hereinafter mentioned of my means and Estate: **Thirdly**, I direct my Trustees to hold for behoof of the said Mrs. Margaret McMillan or Rowatt my Wife in the event of her surviving me during all the days of her lifetime but for her liferent use only and on the special condition that should she enter into a second Marriage this provision will ipso facto terminate at the date of such Marriage the Dwelling House offices and grounds belonging to me and forming my residence at the time of my decease, and [705] on her death or on her again marrying I direct my Trustees to convey and dispose absolutely to the said Miss Margaret Rowatt but that only in the event of her being unmarried at the time of the death or second marriage of my said Wife the said Dwelling House Offices and grounds, - declaring that should the said Miss Margaret Rowatt predecease the time of the death or second Marriage of my said Wife, or be married when either of these events occurs. The said Dwelling House Offices and grounds shall form part of the said Residue of my means and Estate: **Fourthly**, I direct my Trustees to pay to my said Wife in the event of her surviving me during the whole period of her life the whole free annual Interest and Revenue of the Residue of my Estate heritable and moveable, and that at two terms in the Year [706] Whitsunday and Martinmas or at such other terms as they may find convenient, but declaring and providing that in the event of my said Wife entering into a second Marriage then and in that event this liferent provision shall from the date of such second Marriage be ipso facto restricted to one third of the free annual interest and revenue of the residue of my Estate heritable and moveable, and the remaining two thirds of the said interest and revenue shall be applied by my Trustees in such proportions as they shall think proper to the maintenance or benefit of such of my children as are not in a position to support themselves, and declaring and providing further that in respect of the foresaid provision to my said Wife of the whole free annual interest and revenue of

my Residuary Estate she shall be bound and obliged so long as the said [707] last mentioned provision continues in force to maintain such of my children living in family with her as are not in a position to support themselves, - and I direct my Trustees to pay to my said Wife in the event of her surviving me the sum of Two hundred pounds Sterling for the support of herself and such of my children as live in family with her during the period which shall happen from the time of my death until she shall receive the first payment from the revenue of my residuary Estate: **Fifthly**, I direct my Trustees on the death of the survivor of me and my said Wife or as soon thereafter as shall be convenient for my Trustee to divide and pay or convey over the fee or absolute property of the Residue of my Estate heritable and moveable as follows videlicet. In the first [708] place to pay over to the said Thomas Rowatt Junior the Sum of One thousand pounds Sterling absolutely and in the event of my Son Gavin Rowatt presently Student of Law residing in Glasgow being then in life to pay over to the said Thomas Rowatt Junior the additional sum of Fifteen Hundred pounds Sterling, but declaring that the said additional Sum of fifteen hundred pounds Sterling is provided to the said Thomas Rowatt Junior under burden of and he by acceptance thereof shall be held to bind and oblige himself and his heirs and executors to make payment to the said Gavin Rowatt of an annuity of Sixty pounds Sterling for the whole period of his (the said Gavin Rowatt's) life after payment of the said Sum of Fifteen hundred pounds Sterling, and that at two terms in the Year Whitsunday and Martinmas by equal portions beginning [709] the first term's payment thereof at the first of these Terms which shall happen after term of payment of the said Fifteen hundred pounds for the half year succeeding and so forth half yearly and termly during the foresaid period of the life of the said Gavin Rowatt with a fifth part more of each termly payment of liquidate penalty in case of failure in the punctual payment thereof and the interest of each of said Termly payments at the rate of five per centum per annum from and after the respective terms of payment until payment thereof, but declaring that the said Thomas Rowatt Junior shall not be bound to give security for payment of the said Annuity and that his discharge for the said additional Sum of Fifteen hundred pounds Sterling shall be a sufficient exoneration to my Trustees. [710] And I explain with reference to the foregoing provisions to the said Thomas Rowatt Junior and Gavin Rowatt that I have had regard to the pecuniary benefits which they have already received from me and I declare it to be my wish and direction to my Trustees that should the free share of my Residuary Estate hereinafter provided to each of my children other than the said Thomas Rowatt Junior and Gavin Rowatt after excluding and providing for the extra share to unmarried Daughter or Daughters as hereinafter mentioned be less than Fifteen hundred pounds Sterling the foregoing provisions to the said Thomas Rowatt Junior and Gavin Rowatt shall be proportionally reduced, and should there be any difference of opinion in regard to the precise amount of such reduction the decision of my Trustees shall be final and conclusive to all [711] concerned, and in the second place to divide and pay over or convey the fee or absolute property of the Residue of my Estate heritable and moveable to and among my children other than the said Thomas Rowatt Junior and Gavin Rowatt equally share and share alike except in the case of my then unmarried Daughter or Daughters who I specially direct shall each be paid Five hundred pounds Sterling more than each of my sons (other than the said Thomas Rowatt Junior and Gavin Rowatt) and than each of my married Daughters, Declaring that the forgoing provisions shall subject to the power of

restrictions reduction or deprivation hereinafter conferred on my said Wife become vested interests in my children on my death and that should any of them predecease the date of vesting leaving lawful issue or the lawful descendants of such issue the share which would [712] have fallen to such deceased parents or grand parent if he or she had survived shall be divided equally among his or her issue or descendants, and failing such issue or descendants shall belong to my surviving children or their lawful issue or the lawful descendants of such issue equally among them per stripes: as also declaring that the whole of the foregoing provisions in favor of my children and the above declaration as to vesting are granted subject to the following power in favor of the said Mrs. Margaret McMillan or Rowatt my Wife videlicet that so long after my death as she does not enter into a second Marriage she shall have power and power is hereby given to her by any Deed or Writing Will or Settlement signed by her even though not formally executed to restrict any of the said [713] provisions to my said children to a mere liferent of the same, or to reduce the amount of such provisions to any extent she may think proper or to deprive altogether any of my children or their issue or descendants of said provisions and to distribute amongst my other children or their issue or descendants in such proportions as she shall think proper the fee of any of the said provisions which she has restricted to a liferent, and the sums set free by her exercising the power to reduce and deprive any of the said children of the said provisions – my meaning and intention being to provide for circumstances arising after my death rendering it advisable that in alteration should be made on the said provisions by me – it being declared however that the power to make [714] such alterations on said provisions by my said Wife shall not apply to or affect any part of the provisions which may have been advanced by my Trustees to any of my children under the power hereinafter mentioned; **Sixthly**, In the event of all my children dying before the said date of vesting without leaving issue or the lawful descendants of such issue, then my Trustees shall divide and pay over the fee of my said residuary Estate at the expiration of the liferent thereof provided to my said Wife as follows: videlicet, Three eights parts thereof to the Minister Kirk Session and Managers or other Office bearers for the time being of the Presbyterian Congregation, George the Fourth Bridge, Edinburgh recently in connection with the Reformed Presbyterian Church of Scotland and now forming [715] part of the United Church consisting of the Free and Reformed Presbyterian Churches of Scotland, and that whether or not a union may take place between the said United Church and any other Presbyterian Churches in Scotland, to be distributed by the said Minister Kirk Session and managers for such Ecclesiastical purposes as they shall judge proper; two eighth parts to my nearest heirs whomsoever: one eighth part thereof to the Treasurer for the time being of the Edinburgh Royal Infirmary for behalf that Institution: one eighth part thereof to the Treasurer of office bearer for the time being of the Edinburgh City Mission for behalf of that Mission, and the remaining one eighth part thereof to the Treasurer of other office bearer for the time being of the Edinburgh Galloway Association to be [716] employed by the said Association for founding Bursaries or otherwise promoting and encouraging education in Galloway; **Seventhly**, I empower my Trustees with the special consent of my said Wife and on her renouncing her liferent interest therein to advance to any of my children during the life of their said Mother such part of the Capital of the foregoing provisions to them as to my ~~said~~ Trustees shall seem proper for fitting them out in life, but declaring that should my said Wife enter into a second Marriage her consent to

advances to any of my children as aforesaid shall only be necessary as regards the one third part of the Estate to which her life interest is in the Event of such second Marriage to be restricted as aforesaid: and which provisions hereinbefore settled on the said Mrs. Margaret McMillan or [717] Rowatt are in full to her of all thirds of land, third or half of moveables and whatever else she could ask or claim by and through my decease in case I predecease her: and which provisions hereinbefore settled on my said children are hereby declared to be in full of all legitim or Cairns part of gear or whatever else they could ask or claim by and through my death: and it is hereby provided and declared that in case my said Wife or any of my said Children shall repudiate this Settlement or any Codicils that may be appended hereto and claim their legal provisions in place of the provisions in place of the provisions in this Deed or the said Codicils or shall by any means prevent this Deed or the said Codicils from taking effect in whole or in part, then my Wife or the said child or children so acting [718] shall forfeit all right to any share or shares of that part of my Estate heritable and moveable which I may freely dispose of by law, and they shall have right only to their respective legal provisions, and the share or shares of my said Estate which would thus be forfeited shall in that Event fall into my Residuary Estate and be divided among the beneficiaries who shall acquiesce in this settlement in proportion to their original provisions, - declaring that there should be any difference of opinion in regard to the proper division of such forfeited share or shares the decision of my Trustees shall be final and conclusive to all concerned, Declaring further that the whole of the foregoing provisions conceived in favour of my said Wife and children are alimentary and shall not be arrestable for their debts or deeds, and that [719] the foregoing provisions in favour of females are exclusive of the *jus mariti* administration of their husband present or future: And I hereby give to my Trustees the fullest powers of administration and management of my Estate heritable and moveable falling under this Trust for the uses and purposes before mentioned, and in particular and without prejudice to the aforesaid generality I hereby give and grant to my Trustees all the powers, rights, privileges and immunities conferred on gratuitous Trustees by the Acts of Parliament twenty fourth and twenty fifth Victoria Chapter Eighty four entitled "An Act to amend the law in Scotland relative to the resignation powers and liabilities of gratuitous Trustees, twenty sixth and twenty seventh Victoria Chapter one hundred and fifteenth entitled an Act to Explain the Act for the amendment of [720] law relative to gratuitous Trustees in Scotland", thirtieth and thirty first Victoria Chapter Ninety seven intitled "An Act to facilitate the administration of Trusts in Scotland", and further I do hereby give power to my Trustees to sell and dispose of the said Trust Estate heritable and moveable in such way or manner as my Trustees may deem proper, and to grant and deliver Dispositions or Conveyances containing clauses binding my heirs and successors in absolute Warrantice and all other usual clauses and to execute and deliver all and whatever other Deeds may be necessary for rendering the said sales effectual in the same manner and as amply as I could have done them myself, declaring that the person or persons who as debtors, purchasers or others shall pay to my Trustees any sum or sums of money shall noways [721] be concerned with the application of the same or with any of the conditions or provisions hereof but shall be sufficiently exonerated by the simple receipt and discharge of my Trustees: and further with power to my Trustees at their own discretion during the lifetime of my said Wife to invest the proceeds of my Estate in such Government Stock or real or personal securities including Railway Debentures but

excepting Railway Stock as they may deem suitable, the rights to which shall be taken to themselves as Trustees foresaid, declaring however that any Railway Stock which may be held by me at the time of my death may either be retained or sold by my Trustees as they may deem expedient and for the interest of my Estate: with power also to my Trustees to appoint a Factor or Law Agent under them [722] who may be either one of themselves or such other person or persons as they may think fit for the management of my Estate and to allow such Factor or Agent a suitable remuneration for his trouble: And I hereby assign the Rents of my heritable Estate due and to become due for the period from and after my death: And I dispense with delivery, and I revoke all prior Settlements and Testamentary deeds or Writings executed by me: And I reserve my liferent right and power to revoke in whole or in part: And I consent to the Registration hereof for preservation: In Witness Whereof these presents written upon this and the four preceding pages by Alexander Gafferty Junior, Apprentice to the said Alexander Kirk Mackie, Solicitor before the Supreme Courts of Scotland Edinburgh, are – under the declaration that [723] the word “deceased” occurring upon the first line of page Second hereof counting from the top is partly written upon an erasure by the said Alexander Gafferty Junior before subscription – subscribed by me at Edinburgh upon the Eleventh day of December Eighteen hundred and seventy seven years before these Witnesses Stuart Douglas Elliot, Clerk to the said Alexander Kirk Mackie, and the said Alexander Kirk Mackie, and the said Alexander Gafferty Junior (signed) Tho. Rowatt, Stuart Elliot, Witness, Alex: Gafferty Junr. Witness.

I Thomas Rowatt, Grantor of and designed in the foregoing Trust Disposition and Settlement, Do hereby Direct the Trustees therein named or to be named and assumed as therein mentioned and the acceptors or acceptor, survivors or survivor as soon after my death as they shall find it convenient to assign convey transfer and make over to my Son [724] James McMillan Rowatt also designed in the said Trust Disposition and Settlement in the event of his surviving me to the extent of four fifth parts or shares, and to my Son Thomas Rowatt Junior also designed in the said Trust Disposition and Settlement in the event of his surviving me to the extent of the remaining one fifth part or share and in addition to the provisions to which they may be entitled under the said Trust Disposition and Settlement, - All and Whole my right and interest at the time of my death as a Partner of the firm of Thomas Rowatt and Sons, Paraffin Lamp and Mineral Oil Manufacturers carrying on business in Edinburgh and London, and that whether the said James McMillan Rowatt or Thomas Rowatt Junior shall or shall not be Partners in the said [725] firm in their own right and whether they shall or shall not accept the office of Trustee or other office under the said Trust Disposition and Settlement; And I hereby provide and declare that no charge shall be made against the said James McMillan Rowatt or Thomas Rowatt Junior in respect of the Goodwill of my right and interest in the said business, but they shall pay for my share of the stock including Book debts of said Business and free and relieve the said Trustees and the Trust Estate under their management as well as my heirs and representatives of the whole obligations incurred by me as a Partner of the said Firm at the time of my death both to the respective Extents above mentioned in which they will acquire my right and interest in the said Business: And I [726] confirm the foregoing Trust Disposition and Settlement in so far as not altered by this Codicil: And I dispense with delivery, and I reserve my liferent right and power to revoke in whole or in

part and I consent to the Registration hereof for preservation: In Witness Whereof these presents written by Edward Irving Dickson, Apprentice to Alexander Kirk Mackie, Solicitor before the Supreme Courts of Scotland Edinburgh are subscribed by me at Edinburgh upon the Sixteenth day of January Eighteen hundred and seventy nine years before these Witnesses Alexander Heron, Law Agent, Number fifty seven Hanover Street Edinburgh and Stuart Douglas Elliot, Clerk to the said Alexander Kirk Mackie (signed) Tho. Rowatt, Alex, Heron Witness, Stuart D. Elliott Witness.

I Thomas Rowatt, Grantor of and designed in the foregoing Trust Disposition and Settlement Do hereby recall the nomination and [727] appointment therein contained of my Son Thomas Rowatt Junior also therein designed as a Trustee Executor Tutor and Curator under the said Trust Disposition and Settlement and the foregoing Codicil, - declaring as it is hereby expressly provided and declared that the Disposition and Conveyance in Trust contained in the said Trust Disposition and Settlement is and shall be of no force or effect whatever as regards the said Thomas Rowatt Junior: And further I do hereby recall the Legacy of One Thousand pounds Sterling or whatever Sum to which the same might be reduced bequeathed in the said Trust Disposition and Settlement to the said Thomas Rowatt Junior absolutely, and the Legacy of Fifteen Hundred pounds Sterling or whatever Sum to which the same might be reduced bequeathed in the said Trust Disposition and Settlement to the said Thomas Rowatt [728] Junior conditionally and subject to the burden of the Annuity therein specified: And I declare the said two Legacies to be null and void: And further I do hereby bequeath to my son James McMillan Rowatt also designed in the said Trust Disposition and Settlement the said Legacy of Fifteen hundred pounds Sterling or whatever sum to which the same may be reduced, but that only in the event and subject to the burden and conditions specified in the said Trust Disposition and Settlement as regards the bequest of the said Legacy of Fifteen hundred pounds to the said Thomas Rowatt Junior, my will and intention being as regards the said legacy to substitute the said James McMillan Rowatt in the room and place of the said Thomas Rowatt Junior in all respects: And I declare the foregoing bequest to the said [729] James McMillan Rowatt to be over and above and exclusive of the other provisions bequeathed and provided to him by the foregoing Trust Disposition and Settlement and Codicil and I declare it to be my Will and intention that no alteration should be made by these presents on the provisions in the foregoing Settlement as regards the disposal of the Residue of my Estate to and among my children other than the said Thomas Rowatt Junior and Gavin Rowatt also designed in the said Trust Disposition and Settlement: And I confirm the foregoing Trust Disposition and Settlement in so far as not altered by this Codicil: And I also confirm the foregoing Codicil dated Sixteenth January Eighteen hundred and Seventy nine: And I dispense with delivery: And I reserve my liferent right and power to revoke in whole or in part: [730] And I consent to the registration hereof for preservation: In Witness Whereof these presents written upon this and part of the preceding page by Thomas Bourhill Cairns, Clerk to Alexander Kirk Mackie' Solicitor before the Supremem Corts of Scotland Edinburgh are subscribed by me at Edinburgh upon the twenty third day of December Eighteen hundred and seventy nine years before these Witnesses Alexander Heron, Law Agent Number fourteen Hanover Street Edinburgh and Alexander Gafferty Junr. Apprentice to the said Alexander Kirk Mackie (signed) Tho: Rowatt, Alex: Heron, Witness, Alex: Gafferty Junr. Witness.

We Mrs. Margaret McMillan or Rowatt, James McMillan Rowatt, John Clapperton, Robert Younger and Alexander Kirk Mackie, all designed in the foregoing Trust Disposition and Settlement, Do hereby Accept the Offices of Trustees and Executor Tutors and Curators conferred upon us by the [731] said Trust Disposition and Settlement: In Witness Whereof this Minute of Acceptance written by Robert Stewart, Clerk to the said Alexander Kirk Mackie, Solicitor before the Supreme Courts of Scotland Edinburgh is subscribed by us the said Mrs. Margaret McMillan or Rowatt, James McMillan Rowatt, John Clapperton, Robert Younger and Alexander Kirk Mackie all at Edinburgh upon the twelfth day of November Eighteen hundred and eighty years before these Witnesses William Gordon, Apprentice, and David Maxton Lewis, Clerk, both to the said Alexander Kirk Mackie (signed, Margaret Rowatt, Robert Younger, J. Clapperton, J. McM. Rowatt, A. Kirk Mackie, William Gordon Witness, D.M. Lewis, Witness, William Gordon, Witness, D.M. Lewis, Witness. Edinburgh 17th November 1880. The foregoing is the General Trust Disposition and Deed of Settlement along with two Codicils thereto referred to in Affidavit remitted by me of this [732] date to the Inventory of the Personal Estate of the deceased Thomas Rowatt, Paraffin Lamp and Mineral Oil Manufacturer No. 126 Fountainbridge, Edinburgh (signed) J. Clapperton, James Falshaw, J.P.