

Testament of Thomas Guthrie  
SC70/4/144 [pp.650-97]

Thomas Guthrie [In margin] Rev[erend] Thomas Guthrie D.D. Vide Record of Inventories 15 May 1873 [Main text] At Edinburgh the First day of March in the year One thousand eight hundred and seventy three In presence of the Lords of Council and Session Compeared George Monro Esquire Advocate Procurator for Thomas Guthrie after designed and gave in the Trust Disposition and Settlement and Apportionment and Codicil and two Separate Codicils underwritten desiring the same might be registered in their Lordships Books conform to Law, which Desire the said Lords found reasonable and ordained the same to be done accordingly whereof the tenor follows..I. The Reverend Thomas Guthrie Doctor in Divinity one of the Ministers of Free Saint Johns Church, Edinburgh, and residing at number one Salisbury Road, Newington, Edinburgh with consent of Mrs. Ann Burns or Guthrie my wife for all right and intent complete to her; Do hereby [Page two] hereby Give Grant Dispone Assign, Devise, convey and make over To and In favour of my sons The Reverend David Kelly Guthrie, Free Church Minister of Liberton, James Guthrie, Agent of the Royal Bank of Scotland at Brechin, Patrick Guthrie Merchant at Edinburgh, and Charles John Guthrie, Student of Law, Edinburgh, (Edinburgh) and To and in favo[u]r of The Reverend William Gardner Blackie Doctor in Divinity one of the Professors in the New College of the Free Church Edinburgh and James Ritchie Dymock, Merchant in Edinburgh, And to such other person or Persons as shall be assumed into the Trust hereby created And the survivors and survivor of them accepting and the Heir male of the last survivor of them who shall be major and resident within Great Britain [Page three] Britain as Trustees and Trustee for the purposes aftermentioned Declaring that the majority alive and accepting and resident within Great Britain shall be a quorum; (the said Trustees and Trustee being here in after referred to throughout these presents as "my Trustees") and the assignees of my Trustees heritably and irredeemably all and sundry my whole means and estate heritable and moveable real and personal of whatever nature and denomination and wherever situate presently belonging and addebted or which shall belong or be addebted to me at the time of my death; Together with the whole Letters Deeds vouchers and instructions thereof and all that can follow thereon and I Bind myself and my Heir and Successors to grant subscribe and deliver [Page four] deliver all deeds and writings necessary for implementing and fulfilling the above Conveyance of my heritable and moveable real and personal Estate in favo[u]r of my Trustees and for completing their Title thereto; And I appoint my Trustees to be My sole Executors; declaring that I have not nominated my sons in-law among the number of my Trustees (as it was my original intention to do) because while I have the fullest trust and confidence in their friendship and ability I understand the appointment of a great number of Trustees is calculated materially to encumber the execution of a Trust; But declaring that these presents are granted in the trust only for the uses ends and purposes after (mentioned) written videlicet (First) For payment of all my just and [Page five] and lawful debts, deathbed and funeral expenses, and the expenses of executing and managing the Trust hereby constituted, (Second) In the event of my said wife surviving me I appoint my Trustees to set apart and invest such a sum as together with the provision to her under the Deed of Trust for behoof of myself And her and our family After referred to, will yield To her a free yearly Income of Three hundred and twenty Pounds Sterling to pay the Same to her during her Life, and that (in so far as the same is in excess of

said last mentioned provision) at two Terms in the year Whitsunday and Martinmas by equal portions beginning the first of those Terms which [Page six] which shall happen after my death for the half year succeeding and so forth half yearly and termly during her life 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 the said twenty payments at the rate of five per centum per annum from and after the said terms of payment until payment thereof Declaring that she shall be entitled to the proportion of the said sum of Income, in so far as the same is in excess of the foresaid provision under the deed of Trust aftermentioned effecting to the period from the date of my death to the first of the said terms thereafter; which free yearly Income of [Page seven] of Three hundred and twenty pounds is hereby declared not to be over and above, but inclusive of the provision to which she will be entitled in the event of her surviving me under and by virtue of the Deed of Trust before referred to which Deed of Trust was executed with my Consent by Charles Lawson Junior Esquire Merchant in Edinburgh As convener of the committee Therein mentioned, Robert Balfour Esquire chartered Accountant in Edinburgh Secretary thereto, and Kenneth Mackenzie Esquire Chartered Accountant Edinburgh as Treasurer Thereto, being a sub committee as therein mentioned in favour of the said James Ritchie Dymock and Patrick Guthrie and of John Dalziel Writer to the Signet, Edinburgh as Trustees therein mentioned dated the eighteenth [Page eight] - teenth and twentieth days of February Eighteen hundred and sixty five, But it is hereby further declared that the said free yearly Income of Three hundred and twenty pounds shall not be inclusive of, but over and above the sum which will be payable annually on my death to my said Spouse from the Widows Fund of the church of Scotland; And I also direct my Trustees to make payment Within one month after the day of my death to my said wife, if she survive me of the sum of one hundred pounds Sterling as an allowance to her for mournings; And Farther whereas I am residuary Legatee of my late Brother Patrick Guthrie, Merchant In Brechin, whose estate is liferented by his widow Mrs. Margaret Watson [page nine] Watson or Guthrie, I direct my Trustees in the event of My said spouse being in life at the date of The decease of the said Mrs Margaret Watson or Guthrie to set apart and invest one fourth of the said Estate accruing to me as such residuary Legatee and to pay over the interest thereof annually at the foresaid terms of Whitsunday and Martinmas by equal portions in Addition to the said Annuity of Three hundred and twenty Pounds above the specified during her life which whole capital sums to be liferented by my said spouse as aforesaid as well as the share to be liferented by her of what I have right to as residuary Legatee foresaid on its becoming available, shall on her death be [Page ten] be disposed of by my Trustees for the purposes of this Settlement: and I also appoint my Trustees to allow my said spouse, if she survive me, free of any charge for rent, the use and possession of my house, Garden and pertinents in Salisbury Road, Edinburgh during her lifetime, she paying the whole landlords and Tenants Taxes public and parochial burdens and other such annual charges due in respect of the property, during the period of her possession; Declaring that in the event of her not desiring to occupy the said House and premises it shall be in the power of my Trustees to let or sell the same; and in that event they shall pay over to her during her life if she survive me [Page eleven] me; the free rents of said House and premises or the annual income arising from the price thereof if sold; which house or the income derived therefrom, shall on the death of my said wife, be disposed of by my Trustees in the manner directed in the ninth purpose hereof; Farther my Trustees shall allow my said spouse, if she survive me,

the use & possession during her life of my whole Household Furniture, Bed and Table Linen, Books, Pictures and Plate belonging to me at the time of my death, on which occurring they shall with all convenient speed thereafter hand them over to her conform to Inventory, which whole Articles of Furniture shall on the death of my said spouse, be (deposited) disposed by my Trustees [Page twelve] Trustees, in the manner directed in the Eighth and Ninth purposes hereof: (Third) I appoint my Trustees, if my said spouse shall survive me, to set apart and invest such farther sum as will yield to my daughter Clementina a free yearly income of One hundred pounds per annum, which income she shall receive so long as she (may) shall remain unmarried during the lifetime of my said spouse; And which annual sum of one hundred pounds I direct to be given to her as including Seventy pounds for her maintenance and Thirty pounds in consideration of her dutiful attention to me and to show my approval of her many works of benevolence; which sum so to be set apart and invested by my Trustees to meet [Page thirteen] meet the said annual sum of one hundred pounds shall in the event of my said daughter Clementina marrying during the lifetime of her mother fall into and be divided as part of the residue referred to in the sixth purpose hereof and in manner therein directed, my Trustees always taking care that after my said daughter is married she shall get an equal share along with my other children and no more, of the whole Residue of my Estate; Declaring That in the event of The marriage of my said Daughter my Trustees shall pay over to her in addition to her share of the Residue as above directed the sum of One hundred and fifty pounds for marriage furnishings; which capital sum to be liferent by [Page fourteen] by my said daughter as aforesaid shall, in the event of my said daughters death during the lifetime of my said Spouse be disposed of by my Trustees in the manner directed in the Sixth purpose hereof; (Fourth) If my said spouse survive me I appoint my Trustees to set apart and invest such a sum as will yield a free yearly Income of One hundred and fifty pounds and out of said yearly Income to pay to my son Charles John Guthrie during the lifetime of my said Spouse such a sum annually as will augment his income arising from every source to the sum of one hundred and fifty pounds per annum But declaring that where ever the annual income of my said son shall amount to one [Page fifteen] one hundred and fifty pounds a year independently of the said Augmentation then the said Augmentation shall immediately Cease and determine and shall Not be renewable by any Trustees; and the capital out of which the said annual sum of one hundred and fifty pounds shall be (delivered) derived together with such additions as shall have arisen through the whole of the said annual sum not having been paid over in any year or years to the said Charles John Guthrie shall be divided by my Trustees in manner directed in the Sixth purpose hereof; which capital sum shall in the event of my said son dying during the lifetime of my said Spouse, and before it has ceased and determined be disposed of [Page sixteen] of by my Trustees in the manner directed in the Sixth purpose hereof; which yearly sums provided to my said son and daughter shall be payable to them at two Terms in the year Whitsunday and Martinmas in equal portions; Declaring that they shall be entitled to the proportion of the said sums of income effeiring to the period from the date of my death to the first of the said terms; (Fifth) in the event of my said son Charles John Guthrie not being established in business on his own account at the time of my death survived by my said Spouse, I direct my Trustees if they shall consider it expedient so to do and with consent of my said spouse to retain in their hands a sum of Five [Page seventeen] Five hundred pounds to be expended by them in whole or in part and at such time or times as they may think best, for fitting him out in life the interest which may have

accumulated on the said sum to be disposed of by my Trustees in the manner directed in the Sixth purpose hereof; but declaring that if, after the money shall have been so retained by my Trustees it shall not appear to them expedient to expand it or in (vest) the event of the death of my said son before it has been so expended then the said sum, with all interest which may have accrued upon it shall be disposed of by my Trustees in the manner directed in the sixth purpose hereof; but declaring that such sum [Page eighteen] sum so advanced for him shall be imputed pro tanto in payment of his share or shares of the residue of my said means and estate; (Sixth) after satisfying the foregoing purposes I direct my Trustees as soon after my death as may be founds convenient to divide the whole residue and remainder of my means and estate, other than the special legacies and bequest after mentioned in equal shares to and among all my children and the lawful issue per stirpes of any of them who shall have predeceased me; such issue only taking equally among them, if more than one, the share that would have fallen to the predeceasing child of whom they are descended, if such child had been alive declaring that in [Page nineteen] in estimating the share or shares of such residue falling to my said daughter Clementina, if unmarried, there shall be imputed pro tanto and to account thereof the said sum set apart and invested to meet the said yearly sum of one hundred pounds which shall continue to be paid to her while unmarried during the life of her mother, as aforesaid; which share of Residue falling to such of my married daughters as have marriage Settlement in Trust shall be paid or made over to the Trustees under such Settlement as aftermentioned and as regards such of my daughters as are unmarried, or if married, have not such Settlements, their shares shall be settled on them by my Trustees as mentioned in the last purpose hereof: (Seventh) On [Page twenty] [In margin] Signed John C. Guthrie [Main text] On the death of the survivor of myself and my said Spouse and in the event of my said daughter Clementina Guthrie being then un(derstood) married I direct my Trustees to set apart and invest such a sum as with the share of the Trust Fund referred to in the said Deed of Trust, will yield A free income to her of Two hundred pounds per annum to be paid to her half yearly by equal portions at the terms foresaid; but that only so long as she shall remain unmarried; and I have fixed this yearly sum because it appears to me on mature consideration that she could not live as I would wish her to do independently and comfortably on a smaller amount, Declaring that if, in the event of [Page twenty one] of my said wife having survived me, the foresaid provision of one hundred pounds per annum has already been made to my said daughter, the sum which will in that case have been set apart to meet it shall be included in the sum to be provided to meet the said increased provision of Two hundred pounds per annum which it is my intention shall come in place of and not be over and above the said yearly provision to her of one hundred pounds per annum and Declaring also that the capital sum or sums so set apart or invested to meet the said provision of Two hundred pounds per annum shall on the marriage of my said daughter Clementina after the decease of the survivor of me and [Page twenty two] and my spouse fall into and be divided as part of the residue referred to in the Ninth purpose hereof and in manner therein directed; my Trustees always taking care that After she is married she Shall get an equal share Along with my other children and no more of the whole residue of my Estate; Farther I direct my Trustees on the Death of the survivor of myself and spouse to lend, conform to Inventory to my said Daughter Clementina while unmarried such of any household furniture including bed and table linen Kitchen utensils plate crystal and similar articles, as will be reasonably sufficient in the opinion of my Trustees for furnishing a house consisting of four rooms and a

Kitchen suitable for a Single lady with an income of Two [Page twenty three] Two hundred pounds a year: which articles of furniture shall on the marriage or death of my said daughter fall into the residue of my Estate referred to in Article Ninth hereof (Eighth) I direct my Trustees after the death of the survivor of myself and spouse to hand over to the new College of the Free church at Edinburgh my copy of the Covenant received (from) by me from Miss Margaret Bruce to be preserved by them in all time coming and I also direct my Trustees after the death of the survivor of myself and spouse to make the following distribution videlicet (First) To hand over to my son the said David Kelly Guthrie or his eldest Male Heir my (and) Portrait by Norman MacBeth, my gold watch And chain and appendages The (Photographs) [Page twenty four] The Photographs of Free Saint Johns Kirk Session –The Bibles containing my Family Registers –The Book commemoration of the Public Presentation to me of five Thousand pounds and plate in Eighteen hundred and Sixty five The Book commemorative of the Marriage of the Princess Louise and The Marquis of Lorne. The Book of Reviews of my works. The chair presented to me by My Female class in Free Saint Johns and The chair Which belonged to the late Robert Flockhart, Street Breacher, Edinburgh; (Second) To hand over To my sons David Kelly Guthrie, James Guthrie, Patrick Guthrie, Thomas Guthrie, Alexander Guthrie and Charles John Guthrie or Their respective Heirs the Six articles of plate presented to me in Eighteen hundred and sixty five, each of my sons or his Heirs to [Page twenty five] to have one of these six articles to be selected, in the order of their seniority; by them or by their heirs respectively (Third) to hand over to my daughter Christina Guthrie or Welsh, Clementina Guthrie and Helen Guthrie or Gray or to their respective Heirs, the Silver Teapot bequeathed to my Wife by Mrs. Bonar together With the silver Pepper Box the Silver Inkstand presented to me By the present Earl of Southesk The silver Card Platter presented To my wife by Mr. William Paton of New York; each of my daughters or Heirs to have on[e] of these articles to be selected in the order of their seniority by them or by their Hiers respectively, (Fourth) To hand over to my daughter Anne Guthrie or Williamson or to her [Page twenty six] Hiers to have one of these six the Silver Tea Pot, Cream Jug, Sugar basin and small Salver bequeathed to the said Anne Burns or Guthrie my spouse by the late Mrs. Anne Burns or Guthrie of Brechin my said daughter being the name daughter of the said Mrs Anne Burns or Guthrie of Brechin and also of the said Mrs Anne Burns or Guthrie my spouse: Declaring that if on the death of my said Spouse any member or member of my family shall desire to have any article or articles of any moveable effects other than those above specially bequeathed my Trustees shall hand them over to them at a reasonable valuation and declaring farther that in the event of any such article or articles being desired by more than one number of my family my Trustees shall dispose of them to the highest bidder among them for [twenty seven] for the purposes of this Settlement; (Ninth) I direct my Trustees after the death of the survivor of me and my said Spouse to Divide the whole of the Residue and Remainder of my means and estate then substituting, or which may subsequently fall in and accrue, saving always the foresaid Provision of Two hundred pounds to my said Daughter Clementina so long as she is unmarried and the Legacies provided in the foregoing purpose in equal shares to and among all my children and the lawful issue of any per stirpes of any of them who shall have predeceased the survivor of me and my said Spouse; such issue only takingequally among them if more than one the share that would have [Page twenty eight] have fallen to the predeceasing child of whom they are descended if such child had been alive, but declaring that the share or shares accruing or falling to my said son

Charles John Guthrie shall be subject To a diminution corresponding to such sums as shall have been advanced to him under the Fifth purpose hereof and in estimating the share or shares of said last mentioned Residue falling to my Said daughter Clementina if Unmarried there shall be imputed pro tanto to account thereof such sum as shall have been set apart and invested for her behoof to produce the said annual Provision to her of Two hundred pound it being declared that if my said daughter Clementina shall marry she shall only [Page twenty nine] only receive an equal share with my other children and no more of the Residue of my said Estate, - She being however entitled on her marriage to receive from my Trustees the sum of one hundred and fifty pounds for marriage furnishings which sum shall not be imputed to account of her said share of Residue; and it is further declared that the sums so to be set apart and invested for the behoof of my said daughter Clementina shall not be limited or restricted in consequence of her said equal shares of Residue as one of my children not being sufficient to yield said annual sum of two hundred pounds (Tenth) I direct my Trustees immediately after my Death to select such of my manuscripts (if)[Page thirty] [In margin] (Signed) John C. Christie [Main text] –scripts of any as they may deem suitable for publication handing over the remainder to my son David Kelly Guthrie, and in the event of my leaving material for an autobiography I direct such along with the Manuscripts as above selected and in addition, all my correspondance to be placed in the hands of my sons David Kelly Guthrie and Charles John Guthrie to be Used for publication at their Discretion with the advice of my son-in-law The Reverend William Welsh; all such Manuscripts, material for Autobiography and correspondence to be returned to my said son David Kelly Guthrie, as soon As their purpose for publication has been served; my said two sons being paid for the work of editing and the profits accruing from this source going [Page thirty one] going with all those derived in any way from my literary works into the hands of my Trustees for the purposes of this Settlement: (Lastly) as regards the share of the Residue of my Estate provided by this settlement to such of my daughters as are married and have or shall have when the said shares become payable Settlement in Trust by Marriage Contract I direct my Trustees to pay over their respective shares of Residue to the Trustees under their said Marriage Contracts to be held by Said last mentioned Trustees For behoof of my said daughter or daughters in liferent for her or their liferent use allenarly but exclusive of the jus mariti and right of administration of her or their husband or husbands, and for their [Page thirty two] their children in such proportions as they may fix by any will or Deed of Settlement they may execute and failing their executing such then equally among their children if more than one in fee and subject to such other considerations and restrictions and to such Trusts for behoof of such daughters and their children as my Trustees shall consider it necessary to impose and as regards the shares of said Residue provided by this (said) Settlement to such of my daughters as are unmarried or to such of them, if married, as have not Marriage Settlement in Trust I direct my Trustees but subject always to the sums set apart and invested as aforesaid to meet the said yearly Provisions to my daughter Clementina [Page thirty three] Clementina to settle and secure their said respective shares for her or their liferent use allenarly, but exclusive of the jus mariti and right of administration of any husband or husbands they may marry or have married and for their children in such proportions as they may fix in any Will or Deed of Settlement they may Execute, and failing their executing such, then equally among their children if more than one in fee and subject to such Trusts Conditions and restrictions as my Trustees shall deem necessary for the behoof of my said unmarried daughters or such of my daughters, altho'[ugh]

married as have no Marriage Settlements in Trust and of such lawful children as they may have Declaring always as regards my daughters both married and [Page thirty four] and unmarried that failing their having lawful children they shall have power to dispose of their respective shares by any Will or Deed of Settlement they may execute; Declaring that it is my meaning that as regards my daughter Clementina, she shall have power to dispose by will or Deed of Settlement of the Capital sum set apart to meet the said annuity of Two hundred pounds payable to her in the event of her surviving my said wife and remaining unmarried; which provisions above written conceived in favo[u]r of the said Anne Guthrie my wife; and of my said children I hereby declare shall be in full satisfaction to her and them respectively of all claims of Terce half or third of moveables legitim, bairns part of [Page thirty five] of gear or other rights legal, or conventional competent to her and to my said children or any of them by and through my death, and which provisions above conceived in (favo[u]r) favo[u]r of me the said Mrs. Anne Burns or Guthrie I Do hereby accept of, in full of all Terce of lands, legal share of moveables and all other rights and claims legal or conventional competent to me in or through the death of my said Husband; which whole provisions contained in this Settlement in favour of my daughters married or unmarried are and shall be purely alimentary and shall not be liable to be burdened, gifted, assigned anticipated sold or affected by them or their present or future husbands or to be attachable or arrestable by any diligence whatever either [Page thirty six] either at the instance of themselves or their present or future husbands or of their own Creditors of the Creditors of their present or future husbands, and the simple discharge for such provisions by my said daughters respectively without the consent of their husbands shall be a sufficient exoneration to my Trustees; And I authorise and empower my Trustees to invest the Trust funds in the purchase of Government Stocks, Public Funds or Securities of the United Kingdom of Great Britain and Ireland of British Colonies, of the United States of America or on Stock of any Chartered Bank in Great Britain or in (the) guaranteed or Deference Shares or Stock or Debenture Stock of Railway, Gas or Water Companies in Great Britain or lend the Trust Funds [Page thirty seven] Funds on the security of any of the aforesaid Stocks, Funds or shares or on the Securiry of heritable or real Property in Great Britain or On Debentures Mor[t]gages or Bonds Of Railways Gas or Water Companies in Great Britain or on such personal security as my Trustees shall deem sufficient and from time to time to vary and realise such securities and investments and re-lend and re-invest the funds so realised (and) or paid up, and to grant all necessary discharges receipts and resales in connection with the affairs of the Trust; Declaring that my Trustees are hereby empowered if they see fit, to continue for the second, third and fourth purposes of this Trust the sums of money which are at present lent or which may [Page thirty eight] may be lent by me to any of my sons or sons-in-law whether of the number of my Trustees or not; Declaring also that if any of the means and estate to be applied for the sixth and ninth Purposes hereof consist of Copy Rights it shall be in the Power of my Trustees to retain such Copy rights or any of them in their own hands for such period as they might think fit they making a division at such times as they think best; and Declaring also that my Trustees shall have the same power in regard to the Copyright of my Auto-biography, With power to my Trustees To appoint Law Agents, Factors And Cashiers whether of their Own number or not to conduct and manage under them the affairs of the Trust and to [Page thirty nine] to pay such Law Agents and Factors and Cashiers reasonable remuneration for their trouble, providing that an account showing the Factors and Cashiers intromissions shall be annually audited and approved of by my Trustees,

Declaring that my Trustees shall be accountable each of them for his own actual intromissions only, and not jointly for one another, and that they shall not be liable for any investment or security on which the Trust funds shall be placed out by them nor for neglect or omissions or errors in judgement, nor shall they be bound to do diligence nor be liable singuli, in solidum nor for any Factors Agents or Cashiers (be) to be named by them, if habit and repute responsible at the time of appointment nor [Page forty] nor shall my Trustees be liable for any Bank or Bankers Broker or Brokers with whom they may deposit the Trust Funds, Declaring that in so far as more ample powers are not hereby given the Acts twenty four and twenty five Victoria chapter Eighty four and Thirty and Thirty one Victoria chapter Ninety seven relating to the Trusts shall be applicable to these presents; Declaring the Purchases from my Trustees or other parties paying to or dealing with them shall have no concern with or right to inquire as to the application of the sums received by my Trustees or with any of the conditions or provisions thereof but shall be completely exonerated and discharged by the simple receipt and discharge of my Trustees; And [Page forty one] And Moreover seeing that by the Second purpose of the Deed of Trust by the said Charles Lawson Junior Esquire and others herein –before referred to it is provided that the Trustees therein named shall Hold the sum of Five Thousand pounds therein specified subject to the liferents of me and my said wife, and of the survivor of us in fee for our children and that for such of them and in such shares or interests whether by way of principal sum or Annuity or otherwise and under such provisions and conditions as shall be appointed by me in any writing or Writings under my hand (which Writing or Writings it is thereby declared shall be effectual altho[ugh] undelivered by me prior to my death) And seeing [Page forty two] seeing that I have resolved to exercise the said Power conferred on me of apportionment of the fee of the said sum of Five thousand pounds Therefore I do hereby Direct and appoint That the said sum of Five thousand pounds shall be divided and apportioned equally among my said children or their issue in the same manner and under the same conditions and restrictions as if it were a portion of the Residue of my own Estate dealt with under these presents; And I reserve my own liferent of the whole premises with full (full) power to me at any time of my life and even on deathbed to revoke or alter there presents (including the above) Apportionment) in whole or in part: And I hereby Revoke and Recall[!] [Page forty three] Recall[!] all my former Testamentary writings of whatever Kind; Dispensing with the delivery hereof and declaring that these presents shall be good and valid wherever the same may be found at the time of my death And I consent to the Registration hereof for Preservation, In witness whereof these presents consisting of this and the nine preceding pages with the marginal addition of one word on page seventh hereof all written by George Den(n)oon Clerk to Gibson Craig Dalziel and Brodies of Edinburgh Writer to The Signet are (under the declaration that the word “of” on the forty fourth line from the top of page second was written on an erasure before subscription) subscribed by us the said Thomas Guthrie and Mrs. Anne Burns or Guthrie both at Edinburgh [Page forty four] Edinburgh on the twentieth day of September Eighteen hundred and Seventy two before these witnesses George Dalziel Writer to the Signet Edinburgh and Thomas Raich Mackenzie clerk to the said Gibson Crag Dalzie and Brodies. (Signed) Thomas Guthrie, Anne Guthrie, George Dalziel Witness –Tho[ma]s R Mackenzie, Witness.- I The Reverend Thomas Guthrie Doctor in Divinity designed in The foregoing Trust Disposition And Settlement, with consent of Mrs. Anne Burns or Guthrie my Wife, do hereby Revoke and Recall the Declaration therein contained that as regards my Daughter Clementina she shall



have power to dispose by will or Deed of Settlement of the Capital sum set apart to meet the Annuity or free Income of Two hundred pounds payable to her in the event of her (comparing) surviving my [Page forty five] my said Wife and remaining unmarried, and in place thereof I declare as regards my said Daughter that in the event of her death unmarried the said capital sum, so set apart shall fall into and become part of the Residue and remainder of my means and Estate to be disposed of accordingly to the directions regarding the same contained in my said Trust Disposition and Settlement which I hereby ratify, approve of and confirm (accept) except in so far as altered by these presents; and I consent to the Registration hereof along therewith for preservation: In Witness Whereof these presents written by James Allan Clerk to Gibson Craig Dalziel and Brodies of Edinburgh Writers to the Signet, are subscribed by me the said Thomas Guthrie and by the said Anne Burns or [Page forty six] or Guthrie both at Edinburgh on the thirty first day of October in the year Eighteen hundred and seventy two before these Witnesses Andrew David Reid Clerk to the said Gibson Craig Dalziel and Brodies and John Dagger Coachman to me The said Thomas Guthrie (signed) Thomas Guthrie, Anne Guthrie, A.D. Reid Witness –John Dagger Witness.- 20 Eversfield Place, St. Leonards on Sea February 17 1873. In the event of my dying through this attack, I direct my trustees out of the (funds) funds which will be at their disposal to repay to (all) the members of my family who have come up here to see me, the expenses of the journey to and fro. (Signed) Thomas Guthrie, I, the Reverend Thomas Guthrie, Doctor in Divinity, one of the Ministers [Page forty seven] Ministers of (the) Free Saint Johns Church Edinburgh, in addition to The provisions contained in my Settlement, dated the .... day of....Eighteen hundred and seventy two, hereby bequeath to my faithful and devoted nurse Annie McKerracher the sum of Thirty Pounds and I give her this sum not as an compensation for her constant care and attention during a protracted and weary illness but as an expression of my esteem and affection for her and of my earnest wish for her happiness both in this life and that which is to come; In Witness Whereof these presents written by Charles John Guthrie, of Lincoln's Inn Student at law, are signed by me at Number Twenty Eversfield Place St Leonards on sea, on, the twenty first day of February Eighteen hundred and seventy [Page forty eight] Seventy three, in presence of these Witnesses the Reverend David Kellie Guthrie Free Church Minister of Liberton near Edinburgh and The said Charles John Guthrie (Signed) Thomas Guthrie, David K. Guthrie- Witness –Charles J Guthrie Witness –Extracted from the Register of Deeds & c[etera] in the Books of Council and Session on this and the forty seven preceding pages by me Principal Keeper of said Register –The Word “Edinburgh” on page Second hereof delete before Signing.-(Signed) John C Christie This is the Extract Registered Trust Disposition & Settlement & c[etera] (Apportionment) Apportionment & Codicil & two Separate Codicils By the Reverend Thomas Guthrie, Doctor in Divinity, one of the Ministers of Free Saint Johns Church Edinburgh and residing at Number one Salisbury, Road, Newington, Edinburgh, referred to in my Affidavit, dated the ninth day of May Eighteen hundred and seventy three, subjoined to the Inventory of his personal Estate. (Signed) Patrick Guthrie Esq[ui]re (ditto) James Gulland. J.[ustice of the] P.[eace]