

Finance and Resources Committee

10.00am, Tuesday, 23 January 2018

Winding Up of Boyd Anderson Charitable Trust

Item number	7.11
Report number	
Executive/routine	
Wards	
Council Commitments:	None

Executive Summary

The City of Edinburgh Council Charitable Funds (Boyd Anderson Trust) has served its purpose and it is now proposed to transfer all remaining funds held by the charitable trust to the Lagganlia Outdoor Learning Centre to contribute towards the development of a snow sport base.

This would result in the charity having no assets and therefore being wound-up.

Following an application to the Office of the Scottish Charity Regulator (OSCR), consent to wind up/dissolve the charitable trust was received on 21 December 2017.

This report therefore seeks approval for the formal winding up of the charitable trust and the transfer of the remaining assets of the charitable trust to the Lagganlia Outdoor Learning Centre.

Winding Up of Boyd Anderson Charitable Trust

1. Recommendations

- 1.1 Members of the Finance and Resources Committee are asked to:
 - 1.1.1 Approve the use of the remaining funds of the Boyd Anderson Trust to contribute to the cost of the new snow sports base at Lagganlia Outdoor Learning Centre; and
 - 1.1.2 Approve the formal winding up of the Boyd Anderson Trust.

2. Background

- 2.1 The City of Edinburgh Council Charitable Funds relates to the life and legacy of George Boyd Anderson and was specifically set up to support snow sport developments. The fund is therefore commonly referred to as the Boyd Anderson Trust.
- 2.2 The strategy to radically restructure the charitable trusts through a combination of: transfers to suitable external charities; consolidation; and expenditure of capital is almost complete. As per the City of Edinburgh Council Charitable Trusts Trustee's Audited Annual Report and Accounts for the year ended 31 March 2017, future plans included the full disbursement of the remaining funds of the Boyd Anderson Trust in the 2017/18 financial year.
- 2.3 The majority of the Trust's funds were released in 2011. However, some monies approved to be released to Snowsport Scotland, Save Our Suntrap and other agencies had set criteria relating to charitable status and matched private sector funding which were subsequently unmet.
- 2.4 On 14 January 2016, £66,000 of unallocated funds were also approved by Finance and Resources Committee to be released to assist with the building of a snow sports base at Lagganlia.
- 2.5 The remaining funds of the Trust had previously been earmarked but this funding is no longer going ahead. Therefore, it is now proposed that the remaining funds are allocated, in addition to those approved on 14 January 2016, to Lagganlia Outdoor Learning Centre for the development of the snow sport base.
- 2.6 The Boyd Anderson Trust would therefore transfer funds of c.£116,000 less any 2017/18 governance costs, as a contribution towards the snow sport base.

3. Main report

- 3.1 It is proposed to build a modular log cabin type classroom and storage space for the development of snow sports. The cabin will be situated at the foot of the artificial ski slope.
- 3.2 The building will cater primarily for school pupils attending the Outdoor Learning Centre for a residential week. Lagganlia Outdoor Centre is expected to operate on a self-financing basis and needs to find additional ways to increase income generation. The design of the building will also allow for use by approved providers on weekends and holiday periods, providing a new income stream for the Centre.
- 3.3 'Page Ninth' of the Trust Disposition and Settlement by George Boyd Anderson notes 'that said legacy shall be expended or otherwise applied...for projects concerned with the development of skiing instruction at Hillend, Edinburgh, and in the Cairngorm area,' per appendix 1. As such, it is fitting that the remaining funds of the Trust are used to support skiing instruction at Lagganlia, which is situated in the Cairngorms.
- 3.4 As the cost of the snow sports base, estimated at £190,000, exceeds the cash held by the Trust, it is proposed that the full value of cash at bank is transferred to the Lagganlia Outdoor Learning Centre from the charitable trust. This would ensure that the full funds are expended and the Trust has therefore served its purpose and can be wound-up.
- 3.5 An application for consent to wind up the Trust was sent to OSCR in November 2017 and approval to wind up the Trust was received on 21 December 2017, per appendix 2, which outlines the conditions and actions.

4. Measures of success

- 4.1 A snow sport base is built at Lagganlia for use by Edinburgh school children.
- 4.2 Appropriate actions are taken to transfer the funds to the Lagganlia Outdoor Learning Centre and notification of the winding up of the Trust is provided to OSCR within three months of these actions being taken.

5. Financial impact

- 5.1 The c. £116,000 less any annual governance costs (including Audit fee) will be transferred from the Boyd Anderson Trust to the Lagganlia Outdoor Learning Centre to assist in covering the cost of the snow sports base.

6. Risk, policy, compliance and governance impact

- 6.1 The Finance and Resources Committee's remit includes monitoring of both financial performance and the Council's arrangements to secure best value and continuous improvement.

7. Equalities impact

- 7.1 There are no direct equalities and rights implications arising from the report's contents.

8. Sustainability impact

- 8.1 There are no impacts on carbon, adaptation to climate change and sustainable development arising directly from this report.

9. Consultation and engagement

- 9.1 OSCR has been consulted in the process of receiving consent to wind-up.

10. Background reading/external references

- 10.1 '[Boyd Anderson Trust](#)', Finance and Resources Committee, 14 January 2016
- 10.2 '[City of Edinburgh Council Charitable Trusts – Report to those charged with Governance on the 2016/17 Audit](#)', Finance and Resources Committee, 28 September 2017
- 10.3 '[Guidance and good practice for Charity Trustees](#)', OSCR Website

Stephen S. Moir

Executive Director of Resources

Contact: Liam MacDonald, Accountant

E-mail: liam.macdonald@edinburgh.gov.uk | Tel: 0131 469 3174

11. Appendices

Appendix 1 – Trust Disposition and Settlement by George Boyd Anderson

Appendix 2 – OSCR Consent to Wind Up

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TRUST DISPOSITION AND
SUPPORT SCHEDULE

by

GEORGE HOYE ANDERSON

1962
A

State, Survey & Jamieson, N.C.

I, GEORGE BOYD ANDERSON, residing at Hillboies, forty one Gogarbank, Edinburgh, 12, for the purpose of regulating the disposal of my means and estate after my death, Do hereby ASSIGN, CONVEY and DISPOSE to DAVID CAIRNS FULTON, Writer to the Signet, sixty six Queen Street, Edinburgh, whom failing WILLIAM HENDERSON HACKINLAY, Writer to the Signet, sixty six Queen Street, Edinburgh, and to JOHN CALMAN SHAW, Chartered Accountant, twenty two Charlotte Square, Edinburgh, whom failing DONALD MUNRO HENDERSON, Chartered Accountant, twenty two Charlotte Square, aforesaid, and to such other person or persons as I may hereafter appoint to act in the Trust hereby created or as may be assumed therein and the acceptor or acceptors and survivor or survivors of them (the said persons and their quorum aftermentioned being hereinafter referred to as "my Trustees") and their assignees, declaring that a majority of my Trustees from time to time surviving and resident in Great Britain shall form a quorum, ALL and SUNDRY the whole means and estate, heritable and moveable, real and personal, of what kind or denomination soever, and wheresoever situated which shall belong to me at the time of my death including all means and estate of which I may then have power of testamentary disposal or appointment and without prejudice to the foregoing generality the several Funds so far as I have right to appoint the same under (One) Ante-Nuptial Contract of Marriage entered into between me and Miss Evelyn Margaret Robertson dated fifteenth January and registered in the Books of Council and Session on twenty fifth February, Nineteen hundred and twenty four, and (Two) Ante-Nuptial Contract of Marriage entered into between me and Mrs. Kathleen Mary Hayward or Nelson (now Mrs. Kathleen Mary Anderson) dated tenth and sixteenth April and registered in the Books of Council and Session on ninth May, Nineteen hundred and forty seven, with the whole writs, /

G. B. Anderson

writs, vouchers and instructions of and concerning my said means and estate: And I hereby appoint my Trustees to be my Executors: DECLARING ALWAYS that these presents are granted by me in Trust only for the ends, uses and purposes aftermentioned, videlicet:- (FIRST) my Trustees shall pay all my just and lawful debts, sickbed and funeral expenses and the expenses of executing the trust hereby created: (SECOND) my Trustees shall pay or deliver free of all Government Duties and the expenses of settling or delivering same, all legacies and bequests which I may leave by any Codicil or other writing signed by me subsequent to the date of these presents however informal the same may be provided my Trustees are satisfied as to my intentions: (THIRD) I direct my Trustees, as soon as convenient after my death, to make payment, free of all Government Duties and the expenses of settling the same and without interest, of the following pecuniary legacies: (One) to each of my Trustees who shall accept office the sum of One hundred pounds; (Two) to each of the following, namely, (a) Charles Mitchell, fourteen Macduff Street, Lossiemouth, (b) Mrs. Jessie Cameron (formerly Shiach) ~~Damhead Farm, Rafford, Forres,~~ (c) James Gillespie, Millbules, Longmorn, (d) James Rosie, formerly care of Gamekeeper, Pitgaveny, Elgin, and now believed to be in Lossiemouth, (e) Mrs. Jane Prideaux, thirty five Seatown, Lossiemouth, (f) Mrs. Margaret Kinmond, sixty nine Moray Street, Lossiemouth, (g) James Williamson, The Croft, Urquhart, (h) Tom Henderson, twenty St. Geradine's Road, Lossiemouth, and (i) Mary Macdonald, seven Tobson, Bernera, Stornoway, Isle of Lewis, all of whom have been in my service, and (j) my old friend Ed. Gilbert,

Handwritten:
Sum
1 million Duff's coverage,
the late Duff, Elgin.

Handwritten:
7 dead.

Handwritten:
dead.

Handwritten signature:
G. B. Anderson.

Gilbert, Joiner, Stotfield, Lossiemouth, the sum of Fifty pounds; (Three) to Henry Weir, Gardener, Suntrap, Gogarbank, Edinburgh, the sum of Five hundred pounds; (Four) to John Henderson, fifty nine Gogarbank, formerly employed by me, the sum of One hundred pounds; (Five) to each of Mr. and Mrs. Cannon, fifty five Eaton Terrace, London, S.W.1. as a token of my appreciation of their past kindness, the sum of Fifty pounds; (Six) to each of Mrs. Isabella Spaven Anderson, Gogarbank Cottages, Edinburgh 12 and Mrs. Jane Smith Forrest, forty five Hillview Cottages, Ratho, the sum of Fifty pounds, but only if, not being in my service at the time of my death, they fail to benefit under the immediately succeeding bequest; and (Seven) to each of my employees excepting the said Henry Weir and John Henderson who shall be in my service at the time of my death or, at my Trustees discretion, who have of necessity had to be dismissed owing to my illhealth during my lifetime a sum of Ten pounds for each complete year's service: (FOURTH) I further direct my Trustees, as soon as convenient after the death of the survivor of me and my said wife Mrs. Kathleen Mary Anderson or in the event of my said wife surviving me at such earlier time or times as she may approve, to deliver free of all Government Duties and the expenses of delivering the same, the following specific legacies:- (One) at their discretion to any of my acquaintances including present and past employees and to John Heath at present employed by the National Trust for Scotland in "Suntrap" garden as souvenirs my clothes and personal accessories, the balance of which clothes but not accessories to be delivered to The Salvation Army; (Two) to Dr. John Scouler Buchanan, White Gates, Acrise, near Folkstone, whom failing to his son Andrew, my shooting equipment, golf equipment, fishing equipment, netsukes and snuff bottles, ivory or other carvings or ornaments representing fish or fishermen, watches, cameras, optical instruments, /

has the said
merit.
(H. M. S. P. 1)

J. Henderson

instruments, stamps, coins, except gold coins, radios and recording equipment, except the radio and recording system operating in the livingroom, Courier copying machine and gramophone records, (excluding any of said articles which may be chosen by the Royal Scottish Museum and on behalf of my daughter as aftermentioned and such as my Trustees may decide should be retained as furniture of the house) (Three) to each of Mrs. Molly Scouler Buchanan, Skerrycliff, Lossiemouth, and Mrs. Elizabeth Marks, Hatton House, Windlesham, anything they may choose, not otherwise disposed of by me, to the value of One hundred pounds, and also to the said Mrs. Molly Scouler Buchanan my adding machine; (Four) to any member or members of the Anderson branch of the family, at my Trustees' discretion, anything I may have of Anderson Family interest; (Five) to any member or members of the Johnston branch of the family, at my Trustees' discretion, after consultation with the said Doctor John Scouler Buchanan, anything I may have of Johnston Family interest; (Six) to The Royal Scottish Museum such of my possessions of Museum interest as they might wish to retain so far as not specifically bequeathed by me; (Seven) to my daughter Miss Angela Annette Anderson, residing at one hundred and fifty three Beaumont Road, Plymouth, such items of my personal possessions and effects as my wife Mrs. Kathleen Mary Anderson or my Trustees may choose for her to the value of One hundred pounds and motor car, if any, available after my said wife has exercised her right of choice as aftermentioned; (Eight) to Lady Marjory Kimmins, Rodwell House, West Lambrook, Somerset, whom failing to her daughter Bridget, my gold cigarette case, at present in Bank custody; (nine) to The National Library of Scotland/

G. Buchanan

Page Fifth

Scotland such of my books as they may choose so far as not specifically bequeathed by me; (Ten) to the said Mrs. Elizabeth Markes, my butterfly plates; (Eleven) to my godson Edward Boyd Batchelder, six hundred and seventy five Hale Street, Beverly Farms, Massachusetts, United States of America, the small silver bowl with spoon given to me by my godfather William Boyd and so inscribed; (Twelve) to my said wife, Mrs. Kathleen Mary Anderson, any one of my motor cars of her choice; and (Thirteen) to Doctor Robert John Anderson, Meadowbank, Fortrose, my Silver Cup inscribed "Earl of Errol to George Anderson, Hay Farm, 1803": (FIFTH) Whereas I have by Declaration and Deed of Trust dated twentieth September and registered in the Books of Council and Session on twenty third October Nineteen hundred and sixty one made certain provisions for my said wife as well as for others I direct my Trustees, in the event of my said wife surviving me and of the net value (to be ascertained by reference to prices or values at my death) of the Trust Estate settled by said Declaration and Deed of Trust (that is after deduction of such Death Duties and other expenses as may be payable therefrom on my death) being less than Fifty thousand pounds, to set aside out of my Estate free of Government Duties sufficient investments (also to be priced at my death) or cash or both up to a value of Five thousand pounds as shall, taken with the net value of said Trust Estate settled as aforesaid, not exceed but may be less than Fifty thousand pounds, and I declare that in the event of it being necessary for my Trustees to set aside said Fund in manner aforesaid the same shall form a First Charge on my Estate after payment of Death Duties, debts and other expenses for which my Estate shall be liable and the free annual income therefrom shall be paid to my said wife during her lifetime, and on her death said Fund shall be paid and made over by my Trustees to the Corporation of the City of Edinburgh to be expended or otherwise applied by the Education Department of said Corporation as provided/

J. B. Anderson

provided in Purpose (SEVENTH) (Secondly) hereof in respect of the legacy therein referred to; And there shall be no apportionment between Capital and Income at the commencement or termination of said liferent of any interest, dividends or other periodic payments of income received or the proceeds of investments sold but my said wife shall be entitled to all interest, dividends and other periodic payments of income actually received during the existence of said liferent irrespective of the periods to which the same may legally relate and shall in such respects be entitled to no more: (SIXTH) I bequeath my house "Millbuies", Gogarbank, Edinburgh, with relative garden ground and such of my furniture and effects therein not otherwise bequeathed by me as my Trustees may at their sole discretion decide, free of Government Duties, (subject always to the occupation thereof of my said wife and to her use of said furniture and effects as aftermentioned) to the said Corporation of the City of Edinburgh, it being my earnest wish that said house shall be used as a residence for a person in the service of the Education Department of said Corporation; declaring that my Trustees as soon as convenient after the death of the survivor of me and my said wife (or in the event of my said wife surviving me at such earlier date as she may approve) shall sell such items of my said furniture and effects as they consider unsuitable for the probable occupant of said house and shall pay and make over the free proceeds of sale thereof to the said Corporation of the City of Edinburgh provided always that they shall accept the bequest of said house, relative garden ground and furniture and effects; and it is my further desire that said Department shall co-operate with the National Trust for Scotland for/

L. B. Johnston

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for Places of Historic Interest or Natural Beauty in furthering the Gardening Advice project at present being carried on by the latter Body within the adjacent property of "Suntrap" and it is my further hope that an arrangement can be reached whereby the said National Trust for Scotland will maintain the garden ground of "Millbuies" and be permitted reasonable access to display the result; it being declared that the foregoing bequest is conditional upon my said wife in the event of her surviving me being given the fullest use and free occupation by the said Corporation of "Millbuies" and grounds attached and also complete use of the furniture and effects therein so far as my said wife may require the same, during the remaining days of her life provided she is in personal occupation for ten months of each year except in so far as my Trustees may think it fair and reasonable to vary this stipulation for illness or other cause, my said wife to be kept free from payment of all costs of upkeep and annual payments which are the normal responsibility of an owner but to pay those which are the normal responsibility of an occupier; and it shall be a condition of said bequest that said Corporation shall not sell the said house and garden ground for at least a period of five years after the death of the survivor of me and my said wife or if my said wife shall survive me and shall thereafter cease to occupy the house in manner foresaid then five years after that date and if thereafter said Corporation decide to sell the said property they shall first require to offer it for sale to the said National Trust for Scotland at such price as shall be determined by the District Valuer and I wish to record that in this eventuality the said Trust has the sum of Ten thousand pounds which I gifted to them for a similar contingency and also their interest in the Fund hereinbefore referred to in the (FIFTH) purpose hereof: And I further declare that in the event of the said Corporation failing within a period of three months of my death to accept the bequest of/

J. G. G. G.

of said house, relative garden ground and furniture and effects on the conditions before narrated my Trustees shall retain the same together with such part of the residue of my Estate as they may consider necessary for the purpose of their upkeep during the lifetime of my said wife subject to the conditions foresaid in respect of her occupation thereof and on the death of my said wife or cessation of her occupancy as aforesaid or after my death should she predecease me my Trustees shall offer the said house, garden ground and furniture and effects on the conditions before narrated to the said National Trust for Scotland at such prices as shall be determined by an independant valuer or valuers to be appointed by both parties and failing acceptance by the said National Trust for Scotland of said offer within a period of three months my Trustees shall otherwise sell said house, garden ground and furniture and effects, and in either event the proceeds thereof together with such part of said residue as may be retained as aforesaid shall revert to and form part of the residue of my said Estate and be dealt with accordingly: and (SEVENTH) With regard to the rest, residue and remainder of my said means and estate I would explain that my ambition has always been to do what I can for Scotland but my relatives seem to have decided to live elsewhere, and I direct my Trustees (Firstly) as a First Charge thereon to pay free of all Government Duties and without interest, to each of the children, who shall survive me, of my cousins Doctor John Scouler Buchanan, Mrs. Elizabeth Markes, Lady Marjory Kirrmins and Mrs. Elsie Colson, a legacy of Five hundred pounds, (Secondly) as a Second Charge thereon to pay to the said Corporation of the City of Edinburgh, free of all Government Duties and without interest, a legacy of Ten thousand pounds less the amount of the Fund (if any) to be set aside by my Trustees in terms/

A. Buchanan

Part Ninth

terms of Purpose (FIFTH) hereof in the event of my said wife surviving me and which is directed on her death to be paid by my Trustees to said Corporation; it being at the discretion of my Trustees to pay said legacy at such time or times as may seem to them expedient, having regard to foresaid provision; and I declare that said legacy shall be expended or otherwise applied by the Education Department of said Corporation at the discretion of the Director of Education for the time being (so as to avoid the necessity of approval by the Education Committee and Town Council) for the maintenance of "Millbules" and relative garden ground and furniture and effects so far as applicable and for projects concerned with the development of ski-ing instruction at Hillend, Edinburgh, and in the Cairngorm area, in which I have been associated with said Department; and (Thirdly) as a Third Charge thereon to pay to the said National Trust for Scotland free of all Government Duties and without interest the sum of Five thousand pounds to be applied exclusively towards meeting the cost of Management Consultants to advise the said Trust, which bequest is made not because of any complaint I have with its present management, but because I consider (and which belief has been reinforced by the recent decision of the Church of Scotland General Trustees to employ Consultants) that such advice for which the said Trust has no funds must assist it with its tremendous expansion and will give great confidence to those who might donate considerable funds to its care, it being my view that such advice might recently have been of great benefit to the English National Trust); And I declare that in the event of the said National Trust for Scotland failing within a period of three months after notification to Trust Members at the first Annual General Meeting after my death to accept said legacy for the purpose stated said sum shall revert to and form part of the residue of my said estate and shall be dealt with accordingly, and (Fourthly) with regard to the remainder/

remainder of said residue which shall include any funds which may accrue to it as aforesaid to divide the same into two equal shares and pay, convey and make over one equal share to said Corporation of the City of Edinburgh to be expended or otherwise applied by the Education Department of said Corporation as provided in Purpose (SEVENTH) (Secondly) hereof in respect of the legacy therein referred to; and as to the remaining one equal share of said residue my Trustees shall administer the same as directed by me by informal writing signed by me after the date of these presents and failing disposal by me of said one equal share or any part thereof as aforesaid my Trustees shall pay, convey and make over the same to The Cockburn Association (the Edinburgh Civic Trust) for the purpose of the improvements and preservation of the amenity of Edinburgh and its environments, the receipt of the Treasurer for the time of said Body being a sufficient discharge to my Trustees: And I empower by Trustees to pay any sum falling by virtue of these presents to any beneficiary who may be in pupillarity or minority or otherwise unable to grant a valid receipt when the same becomes payable to the guardian or guardians of such beneficiary although not legally appointed: And while I should prefer my Trustees to leave my investments undisturbed unless there is a good reason otherwise I nevertheless provide and declare that my Trustees shall have in addition to all powers, privileges and immunities conferred upon Trustees by Statute or at Common Law the fullest powers of and in regard to the retention, realisation, investment, administration, management and division of my said Estate as if they were the beneficial owners subject only to the carrying out of the Trust hereby constituted: And I also empower my/

L. Robertson

my Trustees to appoint any person or persons whether of their own number or not to be Solicitor, Cashier or Factor under them for managing the Trust Funds and conducting the business of the Trust and to allow the person or persons so appointed the usual professional remuneration in respect of his or their services; And it is hereby declared that the person or persons who as debtors, lenders, purchasers or otherwise shall pay to my Trustees any sum shall no wise be concerned in the application thereof nor with any of the conditions or provisions of these presents and shall be exonerated by the receipt and discharge of my Trustees; And it is hereby expressly declared that my Trustees shall not be personally liable for the sufficiency of the securities on which the Trust Funds may be lent out or invested but only that the same were reputed sufficient at the time of loan or investment and they shall not be responsible for any loss which may arise from loans or investments made by them nor shall they be liable for omissions, errors or neglect of management or diligence of any kind but shall be liable only for their own intromissions and they shall not be further liable for any Solicitors, Factors, or other Agents whom they may appoint than that they were habit and repute responsible at the time of appointment: And I revoke all prior testamentary writings: IN WITNESS WHEREOF I have subscribed these presents typewritten on this and the ten preceding pages at Edinburgh on the nineteenth day of June, Nineteen hundred and sixty eight before these witnesses Mrs. Gwendoline Elvina Robertson and Mrs. Pamela Christina Crichton, both Secretaries at sixty six Queen Street, Edinburgh.

G. E. Robertson, Witness

P. C. Crichton, Witness

Gwendoline Elvina Robertson

I, GEORGE BOYD ANDERSON residing at "Millbuies", Forty one Cogarbank, Edinburgh, 12, with reference to my Trust Disposition and Settlement dated Nineteenth June Nineteen hundred and sixty eight, Do hereby PROVIDE as follows, THAT IS TO SAY, I direct, notwithstanding provision to the contrary contained in my said Trust Disposition and Settlement, that it shall be a further condition of the bequest by me to the Corporation of the City of Edinburgh contained in Purpose (SIXTH) thereof of my house "Millbuies", relative garden ground and furniture and effects that the Corporation shall pay all Government Duties arising on my death in respect of said subjects so far as these, together with the Government Duties aftermentioned, do not exceed the sum of Twenty five thousand pounds which I have gifted to said Corporation to meet this contingency, any duties in excess of this sum to be paid by my Trustees out of the residue of my Estate: AND likewise the legacy which my Trustees are directed by Purpose (SEVENTH) (Secondly) of my said Trust Disposition and Settlement to pay to said Corporation shall be conditional upon payment by said Corporation of all Government Duties arising on my death in respect of an amount of my Estate equivalent to the amount of said legacy in so far as these duties when taken together with the duties immediately hereinbefore referred to do not exceed the said sum of Twenty five thousand pounds: PROVIDED ALWAYS that if I die within one year from the date of said gift the sum of Ten thousand pounds shall be substituted for that of the Twenty five thousand pounds: AND except as altered by these presents the terms of my said Trust Disposition and Settlement shall continue to receive full force and effect: IN WITNESS WHEREOF I have subscribed these presents at Edinburgh on the First day of October, Nineteen hundred and sixty nine before these witnesses Mrs. Marion Wilkinson and Miss Susan Margaret Dunnett, both Secretaries, at Sixty six Queen Street, Edinburgh.

Marion Wilkinson Witness

Susan McDunnett Witness

G. B. Anderson.

Mr Liam MacDonald
City Of Edinburgh Council Charitable
Funds
2.6 City of Edinburgh Council
Waverley Court
4 East Market Street
Edinburgh
EH8 8BG

Your ref:
Our ref: RS/C&N/17-2375

21 December 2017

Dear Mr MacDonald,

**Consent to wind up/dissolve City Of Edinburgh Council Charitable
Funds (SC025067)**

I am writing to let you know our decision about your request of 04/12/2017 for consent to wind up/dissolve the charity named above. This decision has been made under section 16(2) (c) of the Charities and Trustee Investment (Scotland) Act 2005.

The Office of the Scottish Charity Regulator (OSCR) **gives consent** to your proposal to wind up or dissolve City Of Edinburgh Council Charitable Funds (SC025067).

This consent is subject to the following conditions:

- The action must be exactly as your proposal contained in your application form.
- Charity trustees must ensure that the charity adheres to the terms of its constitution or governing document and that it complies with the provisions of the Charities and Trustee Investment (Scotland) Act 2005 (the 2005 Act) and any other relevant legislation.

What you should do next

- Notify OSCR within three months of the wind up/dissolution being completed. The charity will not be removed from the Register and will remain accountable to OSCR until it notifies OSCR that the wind-up/dissolution has been completed.

Charities you can trust and that provide public benefit
The Scottish Charity Regulator, Quadrant House, 9 Riverside Drive, Dundee DD1 4NY



Telephone:
01382 220446



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01382 220314



Email:
info@oscr.org.uk



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- Complete the attached Appendix 1 declaration and send (or e-mail) it to OSCR and the following evidence:
 - Minutes of the meeting at which it was agreed to wind up or dissolve the charity or copy of the resolution agreeing to wind up or dissolve
 - Details of how the assets have been distributed including evidence of receipt from Lagganila Centre for Outdoor Learning or Friends of Lagganlia, SC042771
 - Closing bank statement

We look forward to receiving confirmation that the charity has completed this. Please contact us if you have any questions.

The final evidence should be sent to info@oscr.org.uk or by post for the attention of the Registration Team.

Yours sincerely



Neil Edwards
Registration Team Case Officer
Tel 01382 346897
Neil.edwards@oscr.org.uk