

NOTES ON THE TITLE OF THE E.U. CONGREGATIONAL
CHURCH, GLASGOW STREET, ARDROSSAN.

The original title is a Feu Contract between the Commissioners for the Earl of Eglinton and Winton and the School Board of the Parish of Ardrossan dated 29th and 31st August and recorded G.R.(Ayr) 15th September 1899. The site is on Glasgow Street, Ardrossan with a frontage of 62'3 $\frac{1}{2}$ " to Glasgow Street and at the back to Montgomerie Lane of 62'5". The length of the feu is 157'5" on one side and 157'6" on the other. The content is 36.05 poles. The feuduty is £1:16/- per annum payable at Martinmas yearly (equal to 1/- per pole) with duplication of said feuduty of £1:16/- at the expiry of every nineteen years from Martinmas 1899. The School Board in 1899 sold to William Craig and Others as Trustees for the Church by Disposition dated 14th and 15th November 1899 and recorded G.R.(Ayr) 17th November 1899 at the sum of £540. The casualty of the duplication of the feuduty every 19 years has been redeemed, conform to receipt dated 10th April 1924 by the Commissioner for the Earl of Eglinton &c. R.K.Blair, W.S., Edinburgh, for £2-5-10 of compensation for the extinction of this casualty, appended to the re-conveyance after mentioned dated 9th and recorded 16th February 1921. The Church having borrowed from the Refuge Assurance Co. £1500, granted an ex facie absolute conveyance to the Refuge Assurance Co. dated 1st April and recorded G.R. 1st September 1903 qualified by/

by a Minute of Agreement or Back Letter between the Company and the Trustees for the Church dated 1st and 14th April 1903 admitting that the conveyance was in security of a loan of £1500 reduced to £1000 but increased to £1500 again by a supplementary Minute of Agreement dated 3rd and 10th June 1904. The Church having repaid the loan the Refuge Assurance Co. granted a re-conveyance in favour of the Trustees dated 9th February and recorded G.R.(Ayr) 16th Feby.1921. By the first Article of the re-conveyance the Trustees are to hold and manage said subjects and whole buildings that may be erected for the purposes and under the terms and conditions specified in the constitution and byelaws of the said Church or which may be specified in any constitution and rules or byelaws that may hereafter be duly adopted, modified or altered for the regulation, management, control, holding and disposal of the said subjects. By the third Article the Trustees have power to sell, burden, lease or otherwise dispose of the said subjects or any part thereof and to borrow money on the security thereof and to execute all deeds that may be necessary, and generally to exercise all the powers of ownership in respect of the said subjects as the Church may instruct and require them to do.

It will be observed that there is no reversionary clause in the titles carrying the Church buildings in the event of the Church ceasing to exist to the Congregational Union or any of its Committees. This change in the holding, however, might be effected without any alteration in the title/

title, if the Church, at a meeting held, after the notice required by its constitution is given, agree to adopt such a clause as part of its Constitution. This clause is usually named the reversionary clause, and many of the Churches of the Union have such a clause inserted in their Constitution or title.