ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. 3.

An Act to incorporate the Craft of Tailors of the Burgh of *Aberdeen*, to confirm the Titles and Conveyances and to amend and regulate the Estates and Affairs of the said Craft, and for other Purposes relating to the Society.

[28th *June* 1853.]

Seal of Cause granted by Provost, &c. of Aberdeen in favour of the Craft of Smiths and Hammermen, dated 6th Feb. 1532.

WHEREAS the Provost, Bailies, Council, and Community of *Aberdeen*, by their Seal of Cause dated the Sixth Day of *February* One thousand five hundred and thirty-two, gave, granted, and committed to *Walter Hay* Goldsmith, Deacon of the Craft of Smiths and Hammermen of the said Burgh, and to his Successors, Deacons of the same, for the said Provost, Bailies, Council, and Community, and their Successors in all Time to come, their full, free, plain Power and Authority upon all and sundry Occupiers and Exercisers of the said Craft within their Freedom, to correct and punish the Trespassers their Unlaws, Amerciaments and Mendis devised by the said Deacon and his Successors to uptake and inbring to the Common Weal of the said Craft, Blood and Blae being excepted, to the said Provost, Bailies, Council, and Community, and their Punitioun; secondly, they ratified and affirmed that no Freeman should be made of the said Craft until he be examined by the said Deacon and his Successors of the said Craft, and that he be found by them a sufficient Craftsman, and made his Masterstick of Work, and sufficiently

sufficiently proven worthy by his Work to be a Master, and admitted by them, and presented to the said Provost, Bailies, Council, and Community as an able Person to be made Freeman of the said Craft, and that none be suffered to have nor uptake Bwith nor Forge of his own until he be Freeman, and admitted by the said Provost, Bailies, Council, and Community, and the said Deacon, as said is; thirdly, that it should be leasome to the said Deacon and his Successors, with the Advice and Counsel of the principal Neighbours of the said Craft, to make Statutes and Ordinances to the Honour of God and their Patron *Saint Eloy*, and Common Weal of the said Town and Craft foresaid, and to the observing and keeping of all the Premises in Form and Effect as said is given and granted to the said *Walter Hay*, Deacon of the said Craft, and his Successors whatsomever, Smiths and Hammermen to come for ever, giving all Powers and Privileges before granted in the said Seal of Cause from the said Provost, Bailies, Council, and Community, and their Successors, to them, their Deacons and Crafts, present and to come, the said Deacon and his Successors being obliged to answer to the said Provost, Bailies, Council, and Community, and their Successors, for all and sundry their Neighbours, Masters, Servants, and Apprentices of the said Craft for all Faults that lie under their Correction, if he or his Successors should leave any such Faults unpunished, and to do Justice to all the Occupiers of the said Craft at all Times when they are required, but Feid or Favour, and if any Occupier of the said Craft should disobey and contemn the said Deacon or his Successors, that he complain to the said Provost, Bailies, Council, and Community, and their Successors, who should cause them to be obeyed, conform to the said Power; provided always, that the said Craft should not choose a Deacon in Time coming but he that beis responsible and answer to the Town conform to the said Power; as the said Seal of Cause, containing a Clause of Warrandice by the said Provost, Bailies, Council, and Community, in itself fully bears:

Seal of Cause by the Provost, &c. of Aberdeen to the Tailor Craft, dated 9th June 1533.

And whereas the said Provost, Bailies, Council, and Community of *Aberdeen*, by their Minute or Writing or Seal of Cause, dated the Ninth Day of *June* One thousand five hundred and thirty-three, "grantit the same Privelegis to thair Tailzouris tha have grantit afor "to thair Smythtis, and siclike Pouar tha chesand and presentand to "thame an sufficient Dekin, siclik as the Smythtis hes done, that sall "answer to the Tovun for thair haill Craft, and decernis thame thair "Commound Seill thairupoun:" And whereas the Deacons of the said Craft of Tailors of the said Burgh, in virtue of the Powers conferred on them by the said Minute or Writing or Seal of Cause, and with the Advice and Counsel of the principal Neighbours of the said Craft, made from Time to Time various Statutes and Ordinances for the Common Weal of the said Craft, and in particular ordained that the Deacon should be elected at *Michaelmas* yearly by the

Regulations made by Craft of Tailors respecting Election of Deacons and Masters.

Members

Members of the said Craft, and that Six Masters, including the Deacon's Boxmaster, should be at the same Time nominated or elected to advise and concur with the Deacon in the Management of the Affairs of the said Craft and of the Funds and Property thereto belonging: And whereas the whole Statutes, Ordinances, and Minutes of the said Craft, from the Date of the said Minute or Writing or Seal of Cause down to the Year One thousand six hundred and ninety-four, have been lost, mislaid, or destroyed: And whereas by the Minutes of the said Craft of Tailors, from the Year One thousand six hundred and ninety-four downwards, it appears that the uniform Practice of the said Craft from that Date has been to elect at *Michaelmas* yearly the Deacon of the said Craft, with Six Masters, as above mentioned, including a Boxmaster, whose Duty under the Deacon has been to receive and disburse the Moneys of the Craft, and to hold the Property belonging thereto: And whereas by Disposition dated the Seventeenth Day of *July* One thousand six hundred and eighty-five Years, Mr. *Patrick Sandilands* of *Cottoune*, in consideration of a certain Sum of Money paid and delivered to him by *Patrick Anderson*, Tailor in *Aberdeen*, and Boxmaster to the Tailor Trade of the said Burgh, for himself and in Name of his Successors in the said Office, sold, annalzied, and disponed to the said *Patrick Anderson*, Boxmaster to the said Tailor Trade of *Aberdeen*, and his said Successors in the said Office, Boxmasters of the said Trade, for the Utility and Behoof of the same, all and haill that Croft of Land called the *Sillyward Croft*, then possessed by *William Rait*, Farmer in *Aberdeen*, lying in the West Territories of the Burgh of *Aberdeen*, betwixt the Land or Croft pertaining to Mr. *Thomas Forbes* of *Robslaw*, possessed by *William Croyll* in *Schoolhill*, at the West, the Land or Croft of Mr. *John Dalgairdno*, Licentiate of Medicine, possessed by *Alexander Stiven*, Gardener, at the East, the Land or Croft of the College of *Aberdeen*, at the North, possessed by *Patrick Robertson*, and the Land or Croft of , possessed by *John Ross*, Merchant, at the South Part, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition in favour of the said *Patrick Anderson*, as Boxmaster foresaid, under the Hand of *Alexander Robertson*, Notary Public and Town Clerk of *Aberdeen*, dated the Twenty-seventh Day of *August* One thousand six hundred and eighty-five Years: And whereas an Instrument of Sasine was passed in favour of *John Glennie*, Tailor, Burgess of *Aberdeen*, Boxmaster of the said Tailor Trade, of and upon all and whole that Croft of Land commonly called the *Craigwell Croft*, lying in the West Territories of the Crofts of the said Burgh of *Aberdeen*, between the Croft formerly of *Martin Howestoune* or *Howeson*, afterwards of *Alexander Howiston* or *Howeson*, and then of the Heirs

Disposition to Boxmaster for TailorTrade, dated 17th July 1685, and Sasine thereon.

Sasine on Disposition to Boxmaster for Trade, dated 19th Jan. 1692.

Heirs of the deceased *Thomas Schand*, at the East, the Croft formerly of *John Marr*, afterwards of the *Carmelite* Friars, and then of the College of *Aberdeen*, at the West, the Croft sometime pertaining to *Thomas Watson*, and now of the College of *Old Aberdeen*, at the South, and the Common Kingsway which goes towards *Robslaw* at the North, which Instrument of Sasine proceeds upon a Disposition, containing therein a Procuratory of Resignation, dated the Sixteenth Day of *April* One thousand six hundred and ninety-one Years, made and granted by *Robert Burnet* of *Elrick*, Burgess of the said Burgh, to and in favour of the said *John Glennie*, as Boxmaster foresaid, which Instrument of Sasine is under the Hand of *Alexander Robertson*, Notary Public, and Town Clerk of *Aberdeen*, and is dated the Thirteenth Day of *January* One thousand six hundred and ninety-two years: And whereas by Disposition dated the Twenty-fifth Day of *October* One thousand seven hundred and fifteen Years, *William Cruickshank*, Merchant in *Aberdeen*, with Consent of *William Phanes*, Tailor, Burgess of the said Burgh, and formerly Deacon Convener of the Trades thereof, for all Liferent Right and other Right and Title whatsoever which he had to the Croft of Land after mentioned, in consideration of the Sum of One thousand eight hundred Merks *Scots* Money paid and delivered to the said *William Cruickshank* by *William Anderson*, Tailor, Burgess of *Aberdeen*, Boxmaster of the Tailor Trade of the said Burgh, out of the Moneys belonging to the said Tailor Trade, sold, annallied, and disponed to the said *William Anderson*, Boxmaster of the said Tailor Trade, and his Successors in the said Office, for the Use and Behoof of the said Tailor Trade, all and haill that Croft of Land called the *Gallowhill Croft*, which sometime pertained to *Francis Irvine* of *Hiltoune*, thereafter to *Henry Pantoune* of *Hiltoune*, thereafter to the said *William Phanes*, lying in the North Territories of the Crofts of the said Burgh of *Aberdeen*, betwixt the Land of *Saint Peter's* Hospital at the North, the *Lepers' Myre*, now called *Mardyke's Croft*, formerly pertaining to the Master of the *Guild Brethren*'s Hospital of *Aberdeen*, and then to *William Lindsay*, Goldsmith, Burgess of the said Burgh, at the South, as the same was meithed and marched betwixt the said *William Lindsay* and the said *William Cruickshank*, the High Common Way at the West, and the *Gallowhills* at the East, as the said Croft was marched with certain Stones fixed in the Ground, each of them marked with a Cross thus ×, on the East and South Parts, and as the same Croft was then possessed by *Alexander Duncan* and *James Chrystie*, Farmers in *Aberdeen*, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of *John Foullar*, Successor by Progress to the said *William Anderson* as Boxmaster foresaid, and his

Disposition to Boxmaster for Trade, dated 25th Oct. 1715, and Sasine thereon.

his Successors in Office, for the Use and Behoof of the said Trade, under the Hand of *Alexander Thomson*, Notary Public, and Town Clerk of *Aberdeen*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Twelfth Day of *March* One thousand seven hundred and nineteen Years: And whereas by Disposition dated the Twenty-seventh Day of *July* One thousand seven hundred and nineteen Years, *James Robertson*, formerly Bailie of *Aberdeen*, in consideration of a certain Sum of Money paid to him by *John Reid*, Farmer in the *Schoolhill* of *Aberdeen*, for himself and in Name and Behalf of *Margaret Munzie* his Spouse, sold, annalzied, and disponed to and in favour of the said *John Reid* and *Margaret Munzie* his Spouse, in conjunct Fee and Liferent, the longest Liver of them Two, for the said *Margaret Munzie* her Liferent Use only, all and haill that Croft of Land lying near the *Craibstone* which sometime pertained to the deceased *Walter Robertson*, late Bailie of *Aberdeen*, thereafter to Mr. *Alexander Leslie*, Advocate in *Aberdeen*, and then to the said *James Robertson*, lying betwixt the Croft called *Coul's Croft* at the West, the King's Common Highway at the North, the Croft sometime of *Gilbert Colinson*, and then of at the East, and the Common Road going from the said Burgh of *Aberdeen* to the Mill of *Ferryhill* at the South, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas by Disposition and Assignation, dated the Fifteenth Day of *August* One thousand seven hundred and twenty-two Years, the said *John Reid*, with the special Advice and Consent of the said *Margaret Munzie* his Spouse, and the said *Margaret Munzie* for herself for all conjunct Fee and Liferent Right or other Right or Title which she had or could pretend to have to the said Croft of Land, in consideration of a certain Sum of Money paid to the said *John Reid* by *William Paterson*, Tailor, Burgess of *Aberdeen*, and Boxmaster of the Tailor Trade of *Aberdeen*, sold, annalied, and disponed to and in favour of the said *William Paterson*, Boxmaster of the said Tailor Trade of *Aberdeen*, and his Successors in Office, Boxmasters of the said Tailor Trade, for the Use and Behoof of the Tailor Incorporation of the said Burgh, all and haill the said Croft of Land lying near the *Crabstone* lying bounded and described as above mentioned, as the said Disposition and Assignation, duly ratified of the Date thereof by the said *Margaret Munzie*, and containing Obligation to infeft, Assignation to the previous Titles, and specially to the immediately preceding Disposition, with the unexecuted Procuratory of Resignation therein contained, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed, proceeding on the preceding Deeds, in favour of the said *William Paterson*, as Boxmaster foresaid, under the Hand of *Alexander Thomson*, Notary Public, and Town Clerk of *Aberdeen*, dated and registered in the said Town Clerk's

Disposition, dated 27th July 1719.

Disposition and Assignation to Boxmaster for Trade, dated 15th Aug. 1722, with Sasine thereon.

Clerk's Protocol or Register of Sasines the Fourth Day of *October* One thousand seven hundred and twenty-two Years: And whereas by Disposition, dated the Twenty-second Day of *March* One thousand seven hundred and sixty Years, *Isabel Duncan*, Relict of the deceased *John Still*, sometime Farmer in *Cottown*, in consideration of a certain Sum of Money paid to her by *James Norrie*, Tailor in *Aberdeen*, Boxmaster to the said Tailor Trade of *Aberdeen*, on account of the said Tailor Trade, sold, alienated, and disponed to and in favour of the said *James Norrie*, as Boxmaster foresaid, and his Successors in Office, all and haill that her Croft of Land called *Summers Croft*, which sometime pertained to the deceased *Patrick Gibb*, thereafter to *James Gibb* his Son, thereafter to the deceased *Alexander Duncan*, Father to the said *Isabel Duncan*, lying in the Territories of the Crofts of *Footdee*, within the Liberties of the Burgh of *Aberdeen*, betwixt the Croft of Land sometime of the deceased *David Menzies*, and then of , at the South, the Crofts sometime of *William Fiddes*, and then of , at the North, the Common Links at the East, and the Croft of Land sometime of *David White*, thereafter of *John Tough*, thereafter of the Heirs of *William Black*, and then of , at the West Parts thereof, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *James Norrie*, as Boxmaster foresaid, under the Hand of *Robert Thomson*, Notary Public, and Town Clerk of *Aberdeen*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Eleventh Day of *August* One thousand seven hundred and sixty Years: And whereas an Instrument of Sasine was passed in favour of *James Norrie*, Tailor in *Aberdeen*, Boxmaster of the Tailor Trade of the said Burgh, of and upon all and haill that Croft or Two Rigs of Land lying in the *Sandylands* of *Aberdeen*, and near the Kirk of *Futtie*, sometime called *Williamson's Land*, whereof One Rig lies next to *Garvock's Wynd* save One, and was then possessed by having the Land sometime of the Heirs of *Duncan Donaldson*, then of the Trades of *Aberdeen*, at the North, the Land sometime of *William Black*, and then of , at the South, the Common Links at the East, and the Lands sometime of *William Blackhall*, and then of , at the West Parts thereof, as also of and upon that other Croft of Land or large Rig, which formerly was Two Rigs, and was then turned into One, also lying in the *Sandylands* of *Aberdeen*, betwixt the Land sometime of *George Peacock*, and then of , at the South, the Land sometime of *John Wallace*, and then of , at the North, the Common Links at the East, and the Land sometime of *Thomas Menzies*, and then of , at the West Parts

Disposition to Box-master for Trade, dated 22d March 1760, and Sasine thereon.

Sasine on Disposition, and Disposition and Assignation to Box-master for Trade, dated 11th Aug. 1760.

Parts thereof, which Instrument of Sasine proceeds upon a Disposition, containing therein a Procuratory of Resignation, dated the Twenty-fifth Day of *June* One thousand seven hundred and fifty-six Years, made and granted by *William Ross*, Maltster in *Aberdeen*, to and in favour of *William Knolls* in *Robslaw*, his Heirs or Assignees, and upon a Disposition and Assignation thereto, and to the unexecuted Procuratory of Resignation therein contained, granted of Date the Twenty-first Day of *June* One thousand seven hundred and sixty Years, by the said *William Knolls*, to and in favour of the said *James Norrie*, as Boxmaster of the said Tailor Trade, and his said Successors in Office, Boxmasters of the said Tailor Trade, and which Instrument of Sasine is under the Hand of *Robert Thomson*, Notary Public, and Town Clerk of *Aberdeen*, and is dated and registered in the said Town Clerk's Protocol or Register of Sasines the Eleventh Day of *August* One thousand seven hundred and sixty Years: And whereas by Disposition dated the Eighteenth Day of *December* One thousand seven hundred and forty-seven Years, *William Molyson*, late of *Glasgowego*, Merchant in *Old Aberdeen*, in consideration of the Sum of Eleven hundred and forty-eight Pounds *Scots* Money paid and delivered to him by *George Simpson*, Burgess Tailor of *Aberdeen*, Boxmaster of the Tailor Trade in the said Burgh, sold, alienated, and disponed to and in favour of the said *George Simpson*, as Boxmaster of the said Tailor Trade in *Aberdeen*, and to his Successors in Office for ever, for the Use and Behoof of the said Tailor Trade, all and whole the Northmost Half or Four Bolls Sowing of that Croft of Land called *Symon's Croft of Land*, lying in the *Seaton*, which was acquired by the deceased *Andrew Cassie*, Indweller and Citizen in *Old Aberdeen*, from *Gilbert Black*, Baillie in *Aberdeen*, lying within the Parish of *Saint Machar* and Sheriffdom of *Aberdeen*, with the Houses, Biggings, and others built thereon, with the whole Privileges and Pertinents of the same, which Northmost Half of the Croft of Land or Four Bolls Sowing is bounded in manner following; *videlicet*, the Tenement, Yard, and Southmost Half of the said Croft of Land sometime pertaining to the said *Andrew Cassie*, thereafter to *Thomas Cassie* his Son, thereafter to *Andrew Cassie* in *Waterishmuir*, and then to at the South, the Houses and Yard sometime of *James Gordon* of *Seaton*, thereafter of Colonel *John Midleton* of *Seaton*, and then of Mr. *George Midleton* of *Seaton*, his Son, at the North, the Common Way that leads from *Old Aberdeen* to the *Bridge of Don* at the West, and the Common Way or Road going from the *Seaton* to the Links at the East Parts, as the said Disposition containing Obligation to infeft *a se vel de se*, Precept of Sasine, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *George Simpson*, as Boxmaster foresaid, under the Hand of *John Taylor*, Notary Public, which Instrument of Sasine is dated the Thirty-first Day of *December* One

Disposition to Boxmaster for Trade, dated 11th Dec. 1747, and Sasine thereon.

The Aberdeen Tailors Incorporation Act, 1853.

One thousand seven hundred and forty-seven Years, and registered in the new Particular Register of Sasines, Reversions, and other Writs within the Sheriffdoms of *Aberdeen* and *Kincardine* the Seventh Day of *January* One thousand seven hundred and forty-eight Years: And whereas by Disposition dated the First Day of *February* One thousand seven hundred and seventy-one Years, *James Duff*, Advocate in *Aberdeen*, and Sheriff Clerk of *Banffshire*, in consideration of a certain Sum of Money paid to him by *George Forbes*, Tailor and Boxmaster to the Tailor Trade of the Burgh of *Aberdeen*, sold, alienated, and disponed to and in favour of the said *George Forbes*, and his Successors in Office, Boxmasters to the said Tailor Trade, for the Use and Behoof thereof, all and haill that Piece of Ground o the Lands of *Ferryhill* and *Cooperstown*, denominated upon the Plan thereof made out by *Peter May*, Land Surveyor, Lot Seventh, consisting of Ten Acres and Two Roods *Scots* Measure, with the haill Houses built thereon, as the same was then possessed by and set in Tack to *Peter Aitken*, Gardener, and *Peter Robertson*, Tailor in *Aberdeen*, bounded and described in manner following; *videlicet*, that quadrangular Piece of Ground lying Westward, and contiguous to the Lot called Lot Sixth of said Lands, having Four March Stones at the Four Corners thereof, bounded by the said Sixth Lot on the North-east Parts, the Freedom of *Aberdeen* on the South-east, a Cart Road of Twenty-four Feet broad on the North-west Parts, and the little Road betwixt *Rubislaw* and *Ferryhill* on the South-west Parts thereof, together with the Teinds of the same, Parsonage and Vicarage, in so far as the said *James Duff* had any Right thereto, together with the haill Privileges and Pertinents of the Lands above described, and free Access and Regress to and from the same by the Ways and Passages used and wont, all lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*, and which Lot or Piece of Ground was then all diked and inclosed, as the said Disposition containing Obligation to infeft, Assignation to the previous Titles, and sundry other Clauses, in itself more fully bears: And whereas by a Charter of Resignation dated the Nineteenth Day of *February* One thousand seven hundred and seventy-seven Years, proceeding on the foresaid Disposition and the Procuratory of Resignation and previous Writs and Titles thereby assigned, *Alexander Cheyne*, Merchant in *Aberdeen*, and Master of Mortifications of the Burgh of *Aberdeen*, as Superior of the said Piece of Ground, being Lot Seventh of the Lands of *Ferryhill* and *Cooperstown*, gave, granted, and disponed and confirmed to *James Clark*, Tailor in *Aberdeen*, Boxmaster to the Tailor Trade of the said Burgh, and to his Successors in Office, Boxmasters to the said Trade, for the Use and Behoof thereof, all and haill the said Piece of Ground of the Lands of *Ferryhill* and *Cooperstown*, denominated upon the Plan thereof made out by the said *Peter May* Lot Seventh, and lying bounded and described and measuring as above mentioned,

Disposition to Boxmaster for Trade, dated 1st Feb. 1771, with Charter of Resignation and Sasine following thereon.

mentioned, as the said Charter, containing Precept of Sasine and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Charter of Resignation in favour of the said *James Clark*, as Boxmaster foresaid, for the Use and Behoof of the said Tailor Trade, under the Hand of *Alexander Carnegie*, Notary Public, which Instrument of Sasine is dated the Twenty-sixth and registered in the new Particular Register of Sasines, Reversions, and other Writs for the Sheriffdoms of *Aberdeen* and *Kincardine* the Twenty-seventh Day of *February* One thousand seven hundred and seventy-seven Years: And whereas by Disposition dated the Ninth Day of *September* One thousand seven hundred and ninety-seven Years, *James Jopp*, Merchant in *London*, in consideration of a certain Sum of Money paid to him by *Donald McDonald*, Tailor in *Aberdeen*, as Boxmaster to the Tailor Incorporation there, sold, alienated, and disponed to the said *Donald McDonald*, as Boxmaster foresaid, and to his Successors in Office, all and whole that Piece of Ground, Park, or Inclosure of the Lands of *Ferryhill* called *Nether Cooperstown*, being Part of Lot Sixth, and consisting of Six Acres Two Roods and Fourteen Falls or thereby, and then possessed by *John Watt*, Gardener in *Aberdeen*, the remaining Part of the said Lot Sixth belonging to the said *James Jopp* being divided from the said Inclosure thereby disponed by a Dyke along the North and North-east Sides thereof, and which Piece of Ground, Park, or Inclosure is bounded as follows, *videlicet*, by the said Dyke dividing the said Park from the Lands belonging to the said *James Jopp* on the North and North-east, the Road leading from the *New Bridge* near the *Justice Mills* towards *Cults* and *Countesswells* on the South, the March Dyke dividing the said Piece of Ground, Park, or Inclosure from the large Park of *Upper Cooperstown*, belonging to the said Tailor Trade of *Aberdeen*, upon the West, and the Dyke separating the foresaid Piece of Ground, Park, or Inclosure of *Nether Cooperstown*, thereby disponed, from the Lands of *Robslaw*, upon the North-west Parts, together with the Teinds, Parsonage and Vicarage, of the said Piece of Ground, Park, or Inclosure, in so far as the said *James Jopp* had Right thereto, together with the whole Parts, Privileges, and Pertinents of the said Piece of Ground, and free Entry to and Issue from the same by the Ways and Passages used and wont, lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, Precept of Sasine, and sundry other Clauses, in itself more fully bears: And whereas by a Charter of Resignation and Confirmation dated the Third Day of *July* One thousand seven hundred and ninety-eight Years, proceeding on the foresaid Disposition and the Procuratory of Resignation therein contained, *William Johnston*, Merchant in *Aberdeen*, and Master of Mortifications of the Burgh of *Aberdeen*,

Disposition to Boxmaster for Trade, dated 9th Sept. 1797, with Charter of Resignation and Confirmation, and Sasine following thereon.

Superior of the said Piece of Ground, gave, granted, and disponed and confirmed to the said *Donald McDonald*, as Boxmaster to the Tailor Incorporation of the said Burgh, and to his Successors in Office, all and whole the said Piece of Ground, Park, or Inclosure of the Lands of *Ferryhill* called *Nether Cooperstown*, lying, bounded, described, and measuring as aforesaid, as the said Charter containing Precept of Sasine and sundry other Clauses in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Charter of Resignation and Confirmation, and Precept of Sasine therein contained, in favour of the said *Donald McDonald*, as Boxmaster foresaid, under the Hand of *William Carnegie*, Notary Public, which Instrument of Sasine is dated the Thirteenth and registered in the Particular Register of Sasines, Reversions, &c. kept for *Aberdeen* and *Kincardine* Shires the Nineteenth Days of *July* One thousand seven hundred and ninety-eight Years: And whereas by Charter of Confirmation, Resignation, and Novodamus, dated the Tenth Day of *June* One thousand eight hundred and seven Years, *George* Earl of *Aberdeen*, immediate lawful Superior of the Lands and others after mentioned, gave, granted, and disponed to and in favour of *Andrew Davidson*, Advocate in *Aberdeen*, all and whole the First, Second, Third, Fourth, and Fifth Lots of the Sixth Lot of the Lands of *Pitmuckston*, bounded by the King's Highway and a Slip of Ground reserved for a Road of Fourteen Feet in Breadth, passing along the East Side of the Eleventh Lot of the said Sixth Lot of the Lands of *Pitmuckston*, on the North-west, by the Sixth Lot of the said Sixth Lot of the Lands of *Pitmuckston* on the North-east, by the Seventh and Ninth Lots of the Lands of *Pitmuckston* on the South-east, and by the Lands of *Ruthrieston* on the South-west, and marked off upon the Ground by Pits and Stakes, and by Lines upon a Plan of said Lot Sixth of *Pitmuckston*, together with the whole Houses, Parts, and Privileges and Pertinents of the said Five Lots, but always with the Burden of the Feu Rights granted or to be granted in Terms of Articles of Roup referred to in a Disposition of said Five Lots by *Alexander Robertson*, Merchant in *Aberdeen*, to the said *Andrew Davidson*, of Date the Twenty-third Day of *July* One thousand eight hundred and five, and registered in the Commissary Court Books of *Aberdeen* the Fifth Day of *February* thereafter, as the said Charter containing Precept of Sasine and sundry other Clauses in itself more fully bears: And whereas by Disposition and Assignation dated the Twelfth Day of *February* One thousand eight hundred and eleven Years the said *Andrew Davidson*, Advocate in *Aberdeen*, in consideration of the Sum of Twelve hundred Pounds Sterling advanced and paid to him by *Andrew Mennie*, Tailor in *Aberdeen*, Boxmaster of the Tailor Trade of *Aberdeen*, for and on account of the said Tailor Trade, sold, alienated, and disponed, with Consent of *Andrew Davidson*, Farmer in

Disposition and Assignation of Boxmaster for Trade, dated 12th Feb. 1811, and Sasine thereon.

in *Kincorth*, and the said *Andrew Davidson* in *Kincorth* for all Right and Interest which he had in and to the Lands and others after mentioned, to and in favour of the said *Andrew Mennie*, as Boxmaster foresaid, and his Successors in Office, for and on account of the said Tailor Trade, all and whole the said Third, Fourth, and Fifth Lots of the Sixth Lot of the Town and Lands of *Pitmuxton* called *Outseats*, bounded as follows, *videlicet*, partly by a Road of Fourteen Feet of Breadth passing betwixt the Lands now described and Lot Second of the said Sixth Lot of *Pitmuckston*, then belonging to and possessed by *John Blaikie*, and partly by the Eleventh Lot of the said Lands on the South, by Lots Seventh and Ninth of the said Lands on the East, partly by a mutual Hedge planted betwixt the Ground now described and Lot Sixth of the said Sixth Lot of the said Lands purchased by *Charles Gordon* Esquire, of *Findon*, and then possessed by *Alexander Diack*, Nurseryman, on the North, and partly by the said Eleventh Lot of the said Sixth Lot of the said Lands and the new Road leading from *Aberdeen* to the *Bridge of Dee* on the West, which Lots now described are situated within the Parish of *Old Machar* and Shire of *Aberdeen*, together with the Houses and other Buildings erected thereon, and haill Privileges and Pertinents thereto belonging, as the said Disposition containing Obligation to infeft, Assignation to the previous Titles, and specially to the foresaid Charter of Confirmation, Resignation, and Novodamus, with the unexecuted Precept of Sasine therein contained, so far as the same concerned the said Third, Fourth, and Fifth Lots, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the immediately preceding Deed, and on the said Charter of Confirmation, Resignation, and Novodamus, and unexecuted Precept of Sasine therein contained, so far as the same applies to the said Third, Fourth, and Fifth Lots above mentioned, in favour of the said *Andrew Mennie*, as Boxmaster foresaid, under the Hand of *Charles Winchester*, Notary Public, which Instrument of Sasine is dated the Tenth Day of *September* and registered in the Particular Register of Sasines, Reversions, &c. kept for the Counties of *Aberdeen* and *Kincardine* the Twelfth Day of *October* One thousand eight hundred and eleven Years: And whereas by Charter of Adjudication in Implement under the Seal appointed by the Treaty of Union to be kept and used in *Scotland* in place of the Great Seal, dated the Third Day of *February* and written to the Seal and registered the Eleventh Day and sealed the Twelfth Day of *June* One thousand eight hundred and twelve Years, there were given, granted, and disponed and confirmed, by and with the Advice and Consent of the Lords of His Majesty's Exchequer, to *Andrew Mennie*, Tailor, Burgess in *Aberdeen*, Boxmaster of the Incorporation of the Tailor Trade in the said Burgh, and his Successors in Office, as Boxmasters, for and in Name and in Place of the said Incorporation, all

Charter of Adjudication in Implement to Boxmaster for Trade, dated 3d Feb. 1812, and Sasine thereon.

all and whole these Two Rigs of Land on the East Side of the City of *Old Aberdeen*, consisting of Twenty-seven Ells in Breadth, with the Barn, commonly called a Kiln Barn, at the Head or West Boundary of the same, lying between the Lands sometime belonging to the deceased *Alexander Gordon* of *Birsiemuir*, afterwards to *William Baxter*, but then to at the North, the Lands of the deceased *Andrew Forbes*, but then belonging to the *King's College* of *Aberdeen*, at the South, the Garden sometime belonging to *William Shand*, afterwards to *William Gordon*, formerly Baillie of *Old Aberdeen*, at the West, and the *Tyleburn* at the East Parts, together with free Ingress and Egress, and the Liberty and Privilege of digging, winning, and transporting Turfs from the Moor of *Perwinnes*, and Pasture in and upon the same, and upon all Parts of the same, according to Use and Wont, and with the whole Privileges and Pertinents of the said Lands, all lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*, which Lands and others formerly belonged to *John Still* of *Millden*, Merchant in *Aberdeen*, as the said Charter containing Precept of Sasine and sundry other Clauses in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Charter last above mentioned in favour of the said *Andrew Mennie*, as Boxmaster foresaid, under the Hand of *Adam Coutts*, Notary Public, dated the Twenty-seventh Day of *August*, and registered in the Particular Register of Sasines, Reversions, &c. kept for the Counties of *Aberdeen* and *Kincardine* the Twenty-ninth Day of *September* One thousand eight hundred and twelve Years: And whereas, by Disposition dated the Third Day of *March* One thousand eight hundred and twenty Years, *Charles Chalmers*, Advocate in *Aberdeen*, and *Harry Leith*, Builder there, in consideration of the Sum of One thousand three hundred and fifty Pounds Sterling paid to them by *William Russell*, Tailor in *Aberdeen*, Boxmaster of the Tailor Trade of *Aberdeen*, out of the Funds of the said Corporation, sold, alienated, and disponed to the said *William Russell*, as Boxmaster of the said Tailor Trade of *Aberdeen*, and his Successors in Office, for Behoof of the said Corporation, all and whole the just and equal Half of the Croft of Land called the *Crabstone Croft*, which sometime belonged to the deceased *Alexander Smith*, Shoemaker in *Aberdeen*, thereafter to the also deceased *James Smith*, his Son, and thereafter to *James Smith*, Minister of the Gospel at *Avoch* in the Presbytery of *Chanonry*, Son of the said *James Smith*, the said Piece of Ground lying beyond the *Crabstone*, commonly called *Crabstone Croft*, the other Half of which formerly belonged to the deceased *Walter Robertson* of *Daviot*, and afterwards to the Tailor Trade of the Burgh of *Aberdeen*, lying in the West Territory of the Crofts of the said Burgh, betwixt the Croft formerly of *William Law*, Stabler, thereafter of his Heirs, and thereafter of *Alexander Milne* and *Alexander Gordon*, on the West, the Way or Road going from the *Poynernook*

Disposition to Boxmaster for Trade, dated 3d March 1820, and Sasine thereon.

Poynernook Well to *Ferryhill* on the South, and the King's Common Highway leading from the said Burgh to the *Bridge of Dee* on the North Parts, and which Piece of Ground is now bounded as follows, *viz.*, on the West by the Ground belonging to the Corporation of Tailors in *Aberdeen*, on the South by a Path or Lane dividing the said Field from the Lands of *Clayhills*, on the East by the Ground belonging to the Incorporation of Wrights and Coopers in *Aberdeen* and *Bon Accord Street*, and on the North by the Common Highway called the *Hardgate*, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *William Russell*, as Boxmaster foresaid, under the Hand of *William Carnegie*, Notary Public, and Town Clerk of *Aberdeen*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Seventh Day of *October* One thousand eight hundred and twenty Years: And whereas by Disposition dated the Twenty-second Day of *June* One thousand eight hundred and twenty Years, *James Reid*, Gardener in *Aberdeen*, in consideration of the Sum of Three thousand three hundred Pounds Sterling paid to him by *William Russell*, Tailor in *Aberdeen*, Boxmaster of the Tailor Trade of *Aberdeen*, from the Funds and for Behoof of the said Trade, sold, alienated, and disponed to the said *William Russell*, as Boxmaster foresaid, and his Successors in Office, all and whole that Croft of Land formerly called *Cowl's Croft*, now called the Lands of *Newbridge*, with the Houses, Biggings, Yards, and whole Parts, Pendicles, Privileges, and Pertinents thereof, lying in the West Territories of the Burgh of *Aberdeen*, bounded and marched as follows, *viz.*, having the King's Highway leading from *Aberdeen* to the Bridge of *Dee* on the North and West Parts, the Lands of *Ferryhill* on the South, and the Lands sometime belonging to *John Auldjo* of *Clayhills* and the Lands of the said Trade on the East and South-east Parts thereof, as also all and whole that Piece of Ground, Part of the Lands of *Ferryhill*, of a semicircular Form, containing One Rood and Thirty Falls *Scots* Measure, bounded on the West by the Lands of *Ferryhill*, from which it is divided by a Stone Dyke built by *Alexander Smith*, formerly Proprietor of said Piece of Ground, and on the East, South, and North by *Cowl's Croft* above described, with the whole Privileges and Pertinents thereof, lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *William Russell*, as Boxmaster foresaid, under the Hand of *William Carnegie*, Notary Public, and Town Clerk of *Aberdeen*, on all and whole the said Croft of Land formerly called *Cowl's Croft*, now

Disposition to Boxmaster for Trade, dated 22d June 1820, and Sasine thereon.

called the Lands of *Newbridge*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Seventh Day of *October* One thousand eight hundred and twenty Years: And whereas at a Meeting held on the Twenty-fifth Day of *February* One thousand seven hundred and fifty-six, the said Tailor Trade having taking into consideration the great Burden their then Stock lay under, and the Increase of the Poor of the Trade, whereby they could not be supported without great Encroachment on the public Stock, for a further Increase of the Stock, and better Support of the Poor of the Trade, unanimously statuted and ordained that every entrant Freeman entering into the said Trade for the future should pay at cutting of his Essay the Dues following, in place of Door Money and Loaft Money, *videlicet*, every Extranean Twelve Pound Twelve Shilling, every Apprentice Six Pound Six Shilling, every Freeman's Son, and One marrying a Freeman's Daughter, Three Pound Twelve Shilling, all which Entries to be paid as above, the Trade statuted and appointed should be collected by the Boxmaster, and no ways used or disposed of until the same accresced to the Sum of Four hundred Pounds *Scots*, and then to be under the Direction of the Trade, whether the same should be continued to any further Increase or not: And whereas at a Meeting held on the Twenty-fourth Day of *September* One thousand seven hundred and sixty-five, the said Tailor Trade having considered the great Burden their then Stock lay under, for a further Increase of the Stock, and better Support of the Poor, unanimously statuted and ordained that every entrant Freeman into the Trade for the future should pay at entering of his Essay the Dues following, in place of the Sums appointed by the former Act, of Date the Twenty-fifth Day of *February* One thousand seven hundred and fifty-six, *videlicet*, every Extranean One Guinea and a Half, every Apprentice Fifteen Shillings, every Freeman's Son, and One marrying a Freeman's Daughter, Half a Guinea, and further the Trade unanimously statuted and ordained, that every Freeman should pay of additional Duties to the said Fund yearly Twopence Sterling, and it was thereby expressly declared that no Member who refused to pay these Dues should have any Benefit from the said Fund, and further it was statuted that every Master should pay into said Fund One Shilling Sterling for each Servant he fees for a Year: And whereas at a Meeting held on the Seventh Day of *July* One thousand seven hundred and sixty-six the said Tailor Trade statuted and appointed, that each Extranean in all Time thereafter entering into the said Trade should pay to the additional Fund, for Support of the Poor of the Trade, Three Guineas to the Factor for the said Fund, with One Guinea more of Essay Money to the Boxmaster of the Trade, secondly, that each Apprentice should pay to the Factor for the said additional Fund Two Guineas, and Half a Guinea to the Boxmaster, thirdly, that every One marrying a Freeman's Daughter should

Meetings and Minutes establishing additional Fund of Tailor Trade, 25th Feb. 1756, 24th Sept. 1765, 7th July 1766.

should pay Two Guineas to the Factor for the aforesaid Fund, and Half a Guinea more of Essay Money to the Boxmaster, fourthly, that all those brought up on *James Milne*'s Mortification should pay Three Guineas to the Factor for the said additional Fund, and that these Payments should be made immediately before cutting their Essays: And whereas by Disposition dated the Fourteenth and Fifteenth Days of *April* One thousand eight hundred and forty-six Years, *James Anderson*, Tailor, Burgess of *Aberdeen*, and Merchant at *Woodside* near *Aberdeen*, with Consent of and as taking Burthen on him for *Jane Paterson* or *Anderson*, his Spouse, for all Right of Liferent, Conjunct Fee, or other Right, which she had or could pretend to the Subjects after mentioned, or to any annual Rent or Annuity payable therefrom, and the said *Jane Paterson* or *Anderson*, for herself, her own Right and Interest, with Consent of the said *James Anderson* her Husband, and they both with joint Consent and Assent, for the Causes and on the Narrative therein specified, sold, alienated, and disponed to and in favour of *John Fyfe*, Brushmaker in *Aberdeen*, Factor for the additional Fund belonging to the Tailor Trade of *Aberdeen*, and to his Successors in Office, for Behoof of the said additional Fund, all and whole that Piece of Ground measuring Thirty-nine Feet in front along the Quay of *Aberdeen*, and extending backwards therefrom to a Road or Street made out from the *Sugar House Lane* to *Commerce Street*, bounded as follows, *viz.*, on the North by the said Road or Street, on the West by a Line parallel to and at the Distance of One Foot from the East Wall of the *Sugar House*, on the South by the Quay, and on the East by a Line parallel to and at the Distance of Thirty-nine Feet from the West Boundary, together with the Dwelling House built by *James Shirrefs*, Keeper of the Court House of *Aberdeen*, thereon, whole Pertinents and Privileges thereof, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Twenty-seventh Day of *December* One thousand eight hundred and forty-seven Years, Dr. *James Geddes*, Physician in *Aberdeen*, with Consent of *James Anderson*, Merchant Tailor in *Aberdeen*, and the said *James Anderson* for himself, his own Right and Interest, in consideration of the Sums of Money and for the Causes and on the Narrative therein set forth, sold, alienated, and disponed to and in favour of *John Fyfe*, Brushmaker in *Aberdeen*, as Factor of the additional Fund belonging to the Incorporation of Tailors in *Aberdeen*, and his Successors in Office, all and whole that Tenement of Land, as well back as fore, under and above, with the Privileges and Pertinents thereof, and small Back House Westward thereof, sometime belonging to *Christian Ogston*, *Margaret Jaffray*, *William*, *James*, *Helen*, *Jane*, and *James Simpson*, by them disponed to *Alexander Aberdein*, converted and rebuilt by him into One new Tenement

Disposition to Factor of additional Fund, dated 14th and 15th April 1846.

Disposition to Factor of additional Fund, dated 27th Dec.

Sasine thereon.

Tenement of Foreland, disponed by him to *James Rhynd*, Mason in *Aberdeen*, and particularly described in said Disposition, which is dated the Twenty-ninth Day of *November* One thousand seven hundred and seventy-nine Years, and by the said *James Rhynd* disponed to *Arthur Miller*, Merchant in *Aberdeen*, and by him to *Alexander Anderson* Esquire, of *Candacraig*, and which Subjects were disponed to *David Hutton*, sometime House Steward at *Cairness*, thereafter Innkeeper at *Lawrencekirk*, by Captain *John Anderson* of *Candacraig*, Heir served and cognosed to his Father the said *Alexander Anderson*, by Disposition dated the Eleventh Day of *June* One thousand eight hundred and twenty-five Years, and his Infeftment thereon, dated and recorded in the Register of Sasines kept for the Burgh of *Aberdeen* the Twenty-second Day of *May* One thousand eight hundred and twenty-eight, and to which *Thomas Hutton*, Shipmaster in *Peterhead*, acquired Right as immediate elder Brother and nearest and lawful Heir of Conquest of the said deceased *David Hutton*, and were disponed by him to *George Anderson* junior, Tailor in *Aberdeen*, and to which Subjects the said *James Anderson* thereafter acquired Right by Decreet of Declarator of Extinction of Trust, Adjudication, &c., dated the Twenty-first Day of *May* One thousand eight hundred and thirty-nine, obtained before the Lords of Council and Session at his Instance against *John Anderson* senior, Tailor in *Aberdeen*, only and immediate younger Brother and Heir of the said deceased *George Anderson* junior, and himself as Heir of *John Anderson* junior, Tailor in *Aberdeen*, then deceased, sole accepting and acting Trustee of the said deceased *George Anderson* junior, and Instrument of Sasine following thereon in his Favour, of Date the Seventh Day of *June* One thousand eight hundred and thirty-nine, and recorded in the Register of Sasines kept for the Burgh of *Aberdeen* of same Date, which Tenement and others lie upon the West Side of the *Guestrow* of the Burgh of *Aberdeen*, and are bounded as follows, *videlicet*, by the Tenement of Foreland sometime of Doctor *Andrew Skene*, Physician, thereafter of *George Milne*, Shoemaker, and then of , and the Tenement of Inland and Close sometime of Provost *William Mowat*, Merchant in *Aberdeen*, and thereafter of *Harry Lumsden*, Advocate in *Aberdeen*, on the North, the Tenement of Foreland sometime of *Christian Morrison*, and then of , on the South, the Part of the Tenement and Close sometime belonging to the said *Christian Ogston*, and thereafter to the said *Harry Lumsden*, on the West, and the King's Common High Street on the East, together with the whole Privileges and Pertinents of the said Subjects, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition

position last above mentioned in favour of the said *John Fyfe*, as Factor aforesaid, for the said additional Fund belonging to the said Incorporation of Tailors of *Aberdeen*, under the Hand of *John Angus*, Notary Public, and Town Clerk of *Aberdeen*, registered in the Register of Sasines, Reversions, &c. kept for the Burgh of *Aberdeen* the Twenty-eighth Day of *December* One thousand eight hundred and forty-seven Years: And whereas by Disposition dated the Twenty-first Day of *December* One thousand eight hundred and forty-eight Years, *William Clark*, Merchant in *Aberdeen*, with Consent of *Alexander Webster*, Advocate in *Aberdeen*, and the said *Alexander Webster* for his Right and Interest in the Subjects after mentioned, in consideration of the Sum of One thousand two hundred Pounds Sterling paid to the said *William Clark* by *John Fyfe*, Brushmaker in *Aberdeen*, and Factor of the additional Fund belonging to the Incorporation of Tailors in *Aberdeen*, out of the Funds of the said additional Fund, sold, alienated, and disposed to and in favour of the said *John Fyfe*, as Factor of the said additional Fund belonging to the said Incorporation of Tailors in *Aberdeen*, for Behoof of himself and the other Managers of said additional Fund, and to his Successors in Office, for Behoof as aforesaid, all and whole that Piece of Ground being the Second Lot or Stance of that Area or Piece of Ground lying in the Shorelands of *Aberdeen*, and on the East Side of *Marischal Street*, betwixt the Bridge and the Quay, with the Tenement of Land or Dwelling House erected thereon by *Robert Garden*, sometime Land Surveyor of the Customs at *Aberdeen*, and afterwards belonging to *Alexander Young* Esquire, measuring over Walls about Forty-one Feet in Length from North to South, and Twenty-four Feet in Breadth from East to West, under the Level of *Marischal Street*, and about Twenty-five Feet in Breadth above the Level thereof, and which Second Lot or Stance, with the Tenement or Dwelling House erected thereon, is bounded by *Marischal Street* on the West, by the Lane or Common Passage communicating between *Virginia Street* and the Quay called *Shore Lane* upon the East, by the Tenement sometime belonging to Doctor *Alexander Bannerman*, Physician in *Aberdeen*, now to his Heirs, on the North, and by the Third Lot or Stance of the aforesaid Area after mentioned upon the South Parts, as also all and whole that Lot or Area of Ground lying upon the East Side of *Marischal Street* of *Aberdeen*, and Dwelling House erected thereon, being the Northmost Lot of all and whole these Two Lots or Areas of Ground lying upon the East Side of *Marischal Street* of *Aberdeen*, betwixt the Bridge and the Quay and the West Side of the Lane called *Shore Lane*, being the Third and Fourth Lots or Stances from *Virginia Street*, each Stance measuring over Walls about Forty-one Feet in Length from North to South along *Marischal Street*, and from East to West about Twenty-two Feet in Breadth under the Level of *Marischal Street*, and about

Disposition to Factor of additional Fund dated 21st Dec. 1848, and Sasine thereon.

Twenty-five Feet in Breadth over the Level thereof, and bounded the said Two Lots as follows, *viz.*, by *Marischal Street* upon the West, by the said Lane or Common Passage called *Shore Lane* upon the East, by the Northmost Dwelling House or Tenement of Land formerly belonging to and possessed by the deceased *Thomas Bannerman*, Merchant in *Aberdeen*, and now belonging to , upon the South, and by the Tenement of Land and Dwelling House above mentioned upon the North Parts, together with the Walls built on the Lot last above mentioned, with the Exception of the Southmost Wall, which being built partly on each of the said Two Lots above mentioned is the joint Property of the said and of the said *John Fyfe*, as Factor foresaid, together with the Houses built on said Pieces of Ground, and whole fixed plenishing Iron and Timber Work in and about the Subjects above mentioned, in so far as the said *William Clark* and *Alexander Webster*, or either of them, had Right thereto, but always with and under the Conditions and Declarations specified and at more Length set forth in an Instrument of Sasine on said Subjects in favour of the said *William Clark*, dated and recorded in the Register of Sasines kept for the Burgh of *Aberdeen* the Twenty-sixth Day of *August* One thousand eight hundred and nineteen Years, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *John Fyfe* as Factor foresaid of the said additional Fund belonging to the said Incorporation of Tailors in *Aberdeen*, for Behoof of himself and the other Managers of said additional Fund, under the Hand of *John Angus*, Notary Public, and Town Clerk of *Aberdeen*, and registered in the Register of Sasines, Reversions, &c. kept for the Burgh of *Aberdeen* the Twenty-first Day of *December* One thousand eight hundred and forty-eight Years: And whereas at a Meeting held on the Fifth Day of *March* One thousand seven hundred and eighty-five, the said Tailor Trade, considering that they had for some Time past had under their Consideration the Establishment of a Fund for relieving in some measure, and as far as in their Power, the Necessities of the Daughters of the Members of the Trade who might happen to be indigent and reduced in Circumstances, and which they considered as a laudable and charitable Intention, deserving the Approbation and Countenance of the Members of the Trade as well as future Entrants, and which Subject the Trade having of new resumed and taken under mature Deliberation, they were resolved to raise and establish a Fund for accomplishing the foresaid Purpose, and to lay down and subject themselves to the following Rules and Conditions for carrying the same into execution, that is to say, Primo, the Trade thereby statuted and enacted, that

Meeting and Minute establishing the Daughters Fund of the Tailor Trade, dated 5th March 1785.

that all the then Members of the Trade who approved of the said intended Scheme, and inclined to accede thereto, should each of them be obliged, betwixt and the Twentieth Day of *March* then current, to pay into the Treasurer of said Fund the Sum of Ten Shillings and Sixpence Sterling, or, in their Option, the Sum of Five Shillings and Sixpence against the said Twentieth of *March*, and the like Sum of Five Shillings and Sixpence Sterling upon the Twentieth Day of *September* then next to come, or, in their Option, the Sum of One Shilling and Threepence Sterling half-yearly for the Space of Five Years, beginning the First Half Year's Payment upon the said Twentieth of *March*, and so on half-yearly upon the said Twentieth of *March* and *September* during the foresaid Space, and that over and above the foresaid Contributions every Member of the Trade acceding to the foresaid Scheme should be liable in Payment to the Treasurer of said Fund in the Sum of One Shilling Sterling yearly in all Time coming, to be paid by equal Portions upon the said Twentieth of *March* and *September*, beginning the First Payment upon the Twentieth of *September* then next; Secundo, the Trade thereby further statuted and enacted, that from and after the Date of said Enactment all future Entrants into the said Trade should at the Time of their Admission be subjected to the Payment of the respective Sums after mentioned for the Benefit of said Fund, *videlicet*, all Entrants, being Freemen's Sons, or who had served a regular Apprenticeship to any of the Members of the Trade, to the Payment of the Sum of One Pound One Shilling Sterling, and all extranean Entrants to the Payment of the Sum of Two Pounds Two Shillings Sterling, but declaring that in case such extranean Entrants should happen to be married to a Freeman's Daughter they were only to be liable in the Dues payable by Freemen's Sons and Apprentices as above mentioned, and such future Entrants were also to be liable in Payment of One Shilling yearly with the then Members of the Trade, as mentioned in the preceding Article; Tertio, the Contributors to the said Scheme, as well as all future Entrants into the Trade, should be obliged to pay into the Treasurer of the Fund the Sum of One Shilling Sterling for every Daughter lawfully procreated to them, and that at the First Court held after such Birth; Quarto, the Trade further statuted and enacted, that in all Time thereafter the Office Bearers of the Trade should be subjected and liable in the Payment of the following Sums for Behoof of the foresaid Fund, *videlicet*, each Deacon to the Payment of the Sum of Three Shillings Sterling, each Boxmaster to the Sum of Two Shillings Sterling, and each Master to the Sum of One Shilling Sterling, to be paid by them to the Treasurer of the Fund immediately after their Election, in Payment of which Sums the Deacon, Boxmaster, and Masters were to be liable at every Time they might be elected into said Offices; Quinto, it was enacted, that

the hail of the Contributions above mentioned payable to the foresaid Fund should be laid out on Interest, and allowed to accumulate for the Space of Five Years, and that for raising a Capital Stock and Fund for answering the Purpose of the foresaid intended Charity, and that no Distributions should be made out of the same during that Time, and that when the said Fund was opened the Members of the Trade who had been Contributors should settle what was to be paid to those who might stand in need of said Charity, which was solely intended and was to be applied only for the Relief and Support of the Daughters of the Members of the said Trade who had been Contributors to the said Fund; and lastly, in order that the said Resolution might be the more effectually carried into execution, it was thereby statuted and enacted, that none of the then present or future Contributors to the foregoing Fund who might happen to be due any of the foresaid Contributions thereto should in Time coming be entitled to vote in the Election of any of the Office Bearers of the Trade, or in any Matters relative thereto, nor be capable of being elected into any Office, until such Time as such Person paid up what he might stand indebted to the Fund: And whereas by Disposition dated the Twenty-second Day of *March* One thousand eight hundred and forty-seven Years, *John Allan*, Stonecutter in *Aberdeen*, in consideration of the Sum of Nine hundred Pounds Sterling, with the Interest, as therein mentioned, paid to him by *Eric Finlason*, Tailor and Freeman Burgess of *Aberdeen*, Factor of the Daughters Fund belonging to the Tailor Trade of *Aberdeen*, out of the Funds of said Daughters Fund, sold, alienated, and disponed, but always with and under the Burden of the yearly Feu Duty or Ground Rent therein mentioned, and whole Conditions and Provisions specified and contained in the original Feu Disposition granted by *David M'Hardy*, Blacksmith in *Aberdeen*, then Factor of the Mortification belonging to the Hammermen Trade of *Aberdeen*, to the said *John Allan*, and to *David Johnston*, Stonecutter in *Aberdeen*, and to the Survivor of them, and the Heirs of the Survivor, in trust for Behoof of the Firm or Company of *Allan* and *Johnston*, Stonecutters in *Aberdeen*, dated the Eleventh Day of *December* One thousand eight hundred and forty-one Years, to and in favour of the said *Eric Finlason*, as Factor foresaid, and his Successors in Office, Factors of said Daughters Fund, and for Behoof thereof, all and whole that Piece of Ground, with the Dwelling Houses built thereon, measuring the said Piece of Ground Thirty-seven and a Half Feet or thereby, along the East Side of *Crown Street* of *Aberdeen*, and bounded as follows, *viz.*, on the West by *Crown Street* foresaid, on the South by *Crown Place East*, and extending along the same Forty-three Feet or thereby Eastward, on the East by the Road leading to the Windmill, and extending along the same Fifty-seven and a Half Feet or thereby Northward, and on the North by the Ground and Property belonging to *Alexander Robb*, Farmer at *Kemhill*, and extending along said Property

Disposition to Factor of Daughters Fund, dated 22d March 1847, and Sasine thereon.

perty Feet or thereby, from East to West, and which Piece of Ground, Houses, and others are Part of all and whole that Piece of Ground, being Part of the *Windmillbrae Croft*, lying in the Parish of *Old Machar* and County of *Aberdeen*, measuring the said Piece of Ground One hundred and fifty-three Feet Six Inches or thereby along the East Side of *Crown Street*, and bounded as follows, *viz.* by Ground feued to *John Simpson* youngest, Builder in *Aberdeen*, on the North, by *Crown Street* on the West and South, and by the Road leading to the Windmill on the East, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *Eric Finlason*, as Factor foresaid of the said Daughters Fund belonging to the said Tailor Trade of *Aberdeen*, under the Hand of *John Angus*, Notary Public, and Town Clerk of *Aberdeen*, and registered in the Register of Sasines, Reversions, &c. kept for the Burgh of *Aberdeen* the Twenty-third Day of *March* One thousand eight hundred and forty-seven Years: And whereas by a Letter dated the Third Day of *February* Eighteen hundred and thirty-one, and addressed to the Tailor Incorporation, *Aberdeen*, by *David Carnegie Gray*, Merchant in *Aberdeen*, the said *David Carnegie Gray* intimated to the said Tailor Trade that he should on or before the Twentieth Day of *December* thereafter pay over to the Boxmaster of the said Trade the Sum of One hundred Pounds Sterling, upon his granting him a Receipt for the same as should thereafter be agreed upon, under the following Resolutions and Restrictions; *viz.*, First, that the Money should be for the Establishment of a Fund to be denominated *Alexander Watson*'s Mortification, being allenarly and distinctly set apart for the sole Purpose of educating Sons of Freeman Tailors in *Aberdeen* from Eight to Eleven Years of Age; Second, that it should be under the Direction of Four Managers chosen by the Trade, Two of whom should the First Year be elected to continue for Two Years, and the other Two for One Year only, who should at the End of the said Year retire, and Two new Managers should be chosen in their Stead, to continue for Two Years, and thereafter the Two Managers who should have served for the preceding Two Years should be removed, and Two new Managers should thereafter annually be chosen, who should from thenceforth always be elected to continue for Two Years, it being also distinctly understood that the Deacon and Boxmaster should be Managers *ex officio*; Third, that the Boxmaster should be President, and should, on the Request of Two or more of the Managers, be obliged to call a Meeting, Three to be a Quorum, and their First Act should be to choose an Interim Factor; Fourth, that on the First *Wednesday* of *January* annually the Treasurer's Accounts and Sederunt Book of the Managers should be laid before a Meeting of

Letter and Acceptance establishing Alexander Watson's Mortification, dated 3d Feb. 1831 and 25th Jan. 1832.

the Tailor Trade to be called expressly for that Purpose, when the Accounts, &c. &c. should be publickly audited in Presence of the Deacon and Trade; Fifth, that on the Second *Monday* of *January* annually the Trade should meet, and elect Two new Managers for those retiring from Office, and the Two old and Two new Managers, together with the Deacon and Boxmaster, should then meet, and elect a Treasurer for the ensuing Year; Sixth, that the Money should be laid out, at the Sight and by the Consent of the Trade, at the best Interest, with any of the Incorporations, or on good Heritable Security, or in the Purchase of Feu Duties, and the Interest only should be divisible among the foresaid Boys; Seventh, that in order to render the Fund immediately available it be recommended to the Trade that each Member do subscribe the Sum of
or pay an annual Sum of until it
come to , and also that each Entrant
should pay in proportion as Sons, Apprentices, or Extraneans; Eighth, that the Donations, Entrants Money, &c. should be set apart for an accumulating Fund aye and until they should amount to the Sum of Fifty Pounds Sterling, which Sum should then be added to the Stock, and the Interest made divisible, and so on as the Donations, Entrants Money, &c. should amount to Fifty Pounds Sterling; Ninth, should the Incorporation not agree to the Seventh Article, the Fund should be shut up until the Interest and Principal Sum should amount to One hundred and fifty Pounds Sterling, when the Interest of One hundred Pounds should be divided, and the remaining Fifty Pounds should be an accumulating Fund, agreeable to Article Eighth; Tenth, that for the Encouragement of others it be recommended to the Trade to put up (at an after Period) a Board in the Hall or some conspicuous Place, on which to affix the Name of any Donator of a Sum of or upwards, and should any Member of the Trade make a Donation to the Fund of or upwards, he should be a Manager for Life, and vote and act along with the other Four chosen by the Trade, and should any thereafter be inclined to give or leave to the said Fund the Sum of
or upwards, his Name should be associated with Mr. *Watson*'s: And whereas by Minute dated the Twenty-fifth Day of *January* One thousand eight hundred and thirty-two Years the said Tailor Trade, in a Court holden in the *Trinity Hall* by *George Anderson* junior, then Deacon of the said Trade, agreed to accept of the said Mortification, and bound and enacted the said Trade to implement and fulfil the several Conditions and Obligations contained in the said Letter incumbent on the said Trade: And whereas by Feu Charter dated the Sixth Day of *February* One thousand eight hundred and seven Years the then Principal and Professors of the *Marischal College* and University of *Aberdeen*, being the whole

Feu Charter, dated 6th Feb. 1807.

constituen$_t$

constituent Members thereof, in consideration of the Feu Duty therein mentioned, gave, granted, and disponed, and in Feu Farm, Fee, and Heritage perpetually confirmed, to and in favour of *John Arthur*, Shoemaker in *Aberdeen*, and *Elizabeth Grant* his Spouse, in Liferent, for their Liferent Use allenarly, and of the Child or Children procreated or to be procreated betwixt them, equally Share and Share alike, all and whole that Piece of Ground measuring Forty Feet in Length along the West Side of a Street Forty Feet wide called *Chapel Street*, then lately formed and lined out by them and the Tailor Trade of *Aberdeen*, and about Eighty Feet of average Breadth from East to West, as marked Number Twenty-five on a Plan made out by *John Innes*, Land Surveyor, of the Ground belonging to the said Principal and Professors of the said College on both Sides of *Chapel Street* aforesaid, together with the Use and Benefit of the Wells to be made out in *Chapel Street* in common with the other Feuars and Possessors of the Ground belonging to the said College and Trade along said Street, as the said Feu Charter containing Precept of Sasine and sundry other Clauses in itself more fully bears: And whereas by Trust Disposition and Deed of Settlement dated the First Day of *January* One thousand eight hundred and twenty-three, and recorded in the Sheriff Court Books of *Aberdeenshire* the Twenty-first Day of *January* One thousand eight hundred and thirty-seven, the said *John Arthur* disponed and assigned to and in favour of *Andrew Oldman*, Merchant in *Aberdeen*, *William Coutts*, Turner in *Windmillbrae*, and *John Ayer*, Cartwright in *Aberdeen*, and to the Survivors or Survivor of them, as Trustees for the Purposes therein specified, *inter alia*, the Piece of Ground above mentioned, as the said Trust Disposition and Deed of Settlement, containing Obligation to infeft, Assignation to the previous Titles, and particularly to the immediately preceding Feu Charter with the unexecuted Precept of Sasine therein contained, in itself more fully bears: And whereas by Disposition and Assignation dated the Twenty-first Day of *June* One thousand eight hundred and thirty-seven Years the saids *Andrew Oldman*, *William Coutts*, and *John Ayer*, as Trustees foresaid of the said *John Arthur* deceased, in consideration of the Sum of One hundred and eighty-eight Pounds Sterling advanced and paid to them as Trustees foresaid by *Eric Finlason*, Tailor, Burgess in *Aberdeen*, then Treasurer of the Fund called *Alexander Watson*'s Mortification, belonging to the Tailor Trade of *Aberdeen*, sold, alienated, and disponed to and in favour of the said *Eric Finlason* as Treasurer foresaid, and to his Successors in Office, for Behoof of the said *Alexander Watson*'s Mortification, all and whole the said Piece of Ground before mentioned measuring Forty Feet in Length along the West Side of *Chapel Street*, as the said Disposition and Assignation containing Obligation to infeft, Assignation to the previous Titles, and specially to the foresaid Feu Charter, with the unexecuted Precept

Disposition and Assignation to Factor or Treasurer of Alexander Watson's Mortification, dated 21st June 1837.

Precept of Sasine therein contained, and to the foresaid Trust Disposition and Deed of Settlement, in itself more fully bears: And whereas *James Milne*, Tailor, Burgess in *Aberdeen*, by his Mortification, last Will and Testament, dated the Twenty-first Day of *February* One thousand seven hundred and thirty-six Years, named, constituted, and appointed the Parson or Minister of *Saint Nicholas*, or Patron of the Trades Hospital of *Aberdeen* for the Time being, the Convener, the Seven Deacons and Master of the Trades Hospital for the Time being and in all Time coming, with Seven of the most industrious and worthy of the Tailor Trade, whereof the Deacon always One, after the Decease of *James Simpson*, late Convener, *William Smith*, late Convener, *George Knows*, late Deacon, *Robert Joyner*, late Deacon, *John Milne*, and *William Hall*, all Tailors Freemen of *Aberdeen*, which last Six, with the preceding, he named and appointed to be his joint Executors of his said Will and Testament, and universal Intromitters with the haill Goods, Gear, Debts, and Sums of Money that should happen to pertain and belong to him at the Time of his Decease, with full Power to them to do, use, and exercise everything for Recovery thereof, and establishing their Right and Title thereto, competent to Executors in the like Cases by the Law of *Scotland*, for the Ends and Purposes after mentioned; as also he thereby made, nominated, and appointed the said Parson or Minister of *Saint Nicholas* or Patron of the Trades Hospital, the Deacon Convener, Master of Hospital, the Seven Deacons of the Trades of *Aberdeen* for the Time being and in all Time thereafter, together with the said *James Simpson*, *William Smith*, *George Knows*, *Robert Joyner*, *John Milne*, and *William Hall*, during their respective Lifetimes, and after their Decease Seven of the most judicious of the Tailor Trade, whereof the then Deacon for the Time One, likewise to be Trustees, Managers, and Administrators of his said Mortification to the Tailor Trade of *Aberdeen*, to whom jointly or to the Survivors of them for the Time being he gave and committed full Power to rule, manage, and direct his said Mortification for the Ends and Purposes afterwritten, according to his true Intent and Meaning after expressed, and Fulfilment of the same in all Points, and upon the said Administrators their Entry upon the foresaid Trust and Administration to take the Oath *de fideli* as the Lord should enable them; and when any of the said Seven Men of the Tailor Trade should be removed by Death, then and in that Case the Remnant of the said Managers of the Tailor Trade should meet within Eight Days of the said Death, and make Choice of One of the most prudent and worthy of the Tailor Trade to be Manager in room of the Deceased, who at his Entry should in like Manner take the Oath *de fideli*, as should all other Managers, before they exercise any Part of the foresaid Trust or Management of his Mortification; and likewise he ordained and

Last Will and Testament of James Milne, establishing Milne's Mortification, dated 21st Feb. 1736.

appointed

appointed that his said Mortification and Destination afterwritten should be called *James Milne*'s Mortification in all Time coming, and he allowed the said Administrators to name and appoint a Clerk for keeping the Accounts and Books thereof, and to allow him such reasonable Salary for his Service as they should think fit; and farther he expressly appointed and ordained that none under Eleven Years of Age should be admitted to the Benefit of his said Mortification, and that he first be brought up at the Schools as under mentioned for the Space of Three Years before he be bound to an Apprenticeship; and the said *James Milne* by his said last Will and Testament appointed that all the Residue, Remainder, and Overplus of his Means and Effects whatsoever that should happen to pertain and belong to him at the Time of his Decease, and which he reckoned might amount to the Sum of Ten thousand Merks *Scots* Money, after Payment of certain Legacies, but, whether more or less, he ordered and appointed his Executors before mentioned to collect and recover and stock and settle the same upon Land, or other good Security bearing Interest, for the Behoof and Purposes foresaid, and at the Sight and by the Advice of his Three Friends after named, *videlicet*, *Alexander Westland*, *James Leslie*, and *William Milne*, Merchants in *Aberdeen*; and as often as the same or any Part thereof should happen to be repaid or uplifted as often of new again to be resettled and replaced for the Ends and Purposes above and after expressed; *videlicet*, out of the first and readiest of the annual Rents of his said Overplus and remaining Stock he gave and bequeathed certain Annuities, which have fallen many Years ago; and as for the Overplus and Stock that should happen to remain and belong to him over Payment of the particular Legacies specified in his said last Will and Testament, he gave, granted, and bequeathed the same to be laid out and settled upon Land, or good Security bearing Interest, by his said Executors, at the Sight and by the Advice foresaid; and out of the annual Rents thereof the said Annuities first to be paid, and any annual Rents of the foresaid remaining Stock after that Payment, with the annual Rent that should cease and fail to become due to all or any of the said Annuitants by their Decease, he appointed and ordained from Time to Time yearly to be lent out as a Principal bearing Interest, and so to be added to and accumulated with the principal remaining Stock until it should grow and amount to the Sum of Ten thousand Pounds *Scots* Money; he also appointed and ordained the Interest thereof to be yearly employed and applied for instructing, so far as the said annual Rent would go, the Sons of Freemen Tailors of the said Burgh of *Aberdeen* in Reading, Writing, and Accounting, and binding them Apprentices to Trades within the said Burgh, such as they themselves should happen to choose, with this special Provision always, that Freemen Tailors Sons in *Aberdeen* of the Name of *Milne*

Milne and *Lilly* should always be preferred to others; as also he appointed such of these Boys as inclined to go abroad to perfect themselves as Tailors should be fitted out for their Voyage or Journey with Clothes and Money by his said Executors, who were likewise to be Administrators of his said Mortification to the Tailor Trade of the said Burgh, for the Use and Behoof of the Sons of decayed Freemen of the said Trade, as aforesaid, with this express Condition always, that the said Tailor Trade should expressly be bound by accepting of his said Mortification to enter and make Freemen of that Trade all that are educated upon said Fund being decayed Freemen Tailors Sons, and should desire so to be entered, without taking Composition or Banquet from them; and in case the said Tailor Trade should refuse so to do, he by said Deed thereby willed and declared that the Provisions contained in the same, so far as concerned the said Mortification to them and the Sons of their decayed Freemen, should thereupon become void and null as if the same had never been conceived in their Favour; as also he ordained and appointed that the Composition to Town and Trade that should fall to be paid by any of the Boys educated upon his said Mortification who should choose any other Handicraft than that of Tailor should be paid from Time to Time by the Trustees and Administrators of his Mortification for the Time being, upon their granting Bond to repay the same, without Interest, within the Space of Seven Years after they are made Freemen, and which Sum, when repaid, was to return and belong to the Fund of his said Mortification; as also, if it should happen that the annual Rents of the said Sum of Ten thousand Pounds, which was thereby destined to be the Stock of the said Mortification, should be considerably more than sufficient for educating all the Tailors Sons thereby entitled to and who should claim the Benefit thereof, in such Case he appointed and ordained that the said overplus annual Rents should be applied and employed for educating the Sons of depauperate Freemen, of what Trade soever, of the Seven Incorporated Trades within the said Burgh, with preference always to those of the Name of *Milne* and *Lilly*, and with the Privileges and Conditions always above written:

Decreet Arbitral in regard to Milne's Mortification, dated 30th Nov. 1765.

And whereas by Decreet Arbitral, dated the Thirtieth Day of *November* One thousand seven hundred and sixty-five, pronounced by *John Auldjo* of *Clayhills*, and *Hugh Gordon*, Watchmaker in *Aberdeen*, Arbiters chosen in the Submission between *Robert Joyner*, Deacon of the Tailor Trade of the said Burgh of *Aberdeen*, and *James Lamb*, then Boxmaster of the Tailor Trade of the said Burgh of *Aberdeen*, Party Submitters, on one Part, and *Patrick Durward*, Baker, then Convener of the Trades of *Aberdeen*, *Patrick Gordon*, Saddler, then Master of the Trades Hospital of *Aberdeen*, *William Strachan*, Blacksmith, then Deacon of the Hammermen, *George Mollison*, Baker, then Deacon of the Bakers, *James Bartlet Cooper*, then

then Deacon of the Wrights and Coopers, *James Birnie*, Shoemaker, then Deacon of the Shoemakers, *James Cruickshank*, Weaver, then Deacon of the Weavers, and *Alexander Still*, Flesher, then Deacon of the Fleşher Trade, all of *Aberdeen*, Party Submitters, on the other Part, conform to the Submission entered into by the said Parties bearing Date the Twenty-third Day of *November* then current, for determining and deciding the Matters thereby submitted, the said *John Auldjo* and *Hugh Gordon* did pronounce and give furth their Decreet Arbitral and final Sentence on the Matters submitted, in manner underwritten; and, First, they decerned and ordained the said *Robert Joyner*, Deacon of the Tailor Trade of *Aberdeen*, and *James Lamb*, Boxmaster to the said Tailor Trade, conjunctly and severally, for themselves and in Name of the whole Members of the said Tailor Trade, their Constituents, to satisfy and pay to the said *Patrick Gordon*, Master of the Trades Hospital of *Aberdeen*, and to his Successors in Office, for the Use and Behoof of the other Six Incorporate Trades of the said Burgh, all and whole the Sum of Three hundred Pounds Sterling Money upon the Twentieth Day of *June* then next to come, with annual Rent thereafter during the Not-payment, as a Consideration to the said Six other Incorporate Trades for renouncing and conveying from themselves and their Successors, Members of the said Six other Incorporate Trades, in favour of the said Tailor Trade, or in favour of the Tailors who are or should be Managers of *James Milne*'s Mortification, and their Successors for ever, all Right, Title, and Privilege whatsoever competent or that might be competent to the Convener, Master of the Trades Hospital, and the Six Deacons of the foresaid Six Trades, or competent to any other Member or Members of the said Six Trades, either with respect to Stock or Interest of the said *James Milne*'s Mortification, and which Three hundred Pounds Sterling so to be paid to the said Master of the Trades Hospital they decerned and ordained the Convener, Master of Hospital, and the Deacons of the Six Trades foresaid, to settle on Land or good Security, and to keep the same separate and apart from the other Funds of the Trades Hospital, and to be under the Management of the Members of the Convener Court of the Six Trades foresaid, and decerned the Rents and annual Rents thereof to be bestowed, applied, and employed yearly for educating the Sons of depauperated Freemen of the Six Trades aforesaid in Reading, Writing, and Accounts, with Preference to the Name of *Milne* and *Lilly*, and for putting Boys educated to such Trades as they might incline, within Burgh, with an Apprentice Fee not exceeding Five Pounds Sterling, and to be employed for no other Purpose whatsoever; and ordained the Convener, Master of Hospital, and Deacons of the Six Trades foresaid to obtain an Act of the Convener Court for applying the said Three hundred Pounds Sterling so to be paid in Terms of the above Appointment; Secondly, they decerned and ordained the said

Patrick

Patrick Durward, Convener, *Patrick Gordon*, Master of the Trades Hospital, *William Strachan*, Deacon of the Hammermen, *George Mollison*, Deacon of the Bakers, *James Bartlet*, Deacon of the Wrights and Coopers, *James Birnie*, Deacon of the Shoemakers, *James Cruikshank*, Deacon of the Weavers, and *Alexander Still*, Deacon of the Fleshers, for themselves and as representing the whole respective Members of the said several Societies, and by virtue of the Powers given by the said Convener Court of *Aberdeen*, in consequence of the several Powers of the said respective Trades and Corporations, upon Payment of the said Sum of Three hundred Pounds Sterling, to make, grant, subscribe, and deliver to the said *Robert Joyner*, Deacon of the Tailor Trade of *Aberdeen*, and the other Members of the said Tailor Trade who were then Managers of *James Milne*'s Mortification, for themselves and in Name and Behalf of the whole Corporation of the said Tailor Trade and their Successors, Tailors and Members of the said Tailor Trade of *Aberdeen*, a sufficient Renunciation, Assignation, and Conveyance of all Right, Title, Interest, Claim of Right, and Privilege whatever which the said Convener, Master of the Trades Hospital, or the said Six other Trades, and the whole Members of their several Corporations; had or might any ways claim or pretend to have to the Benefit of the said *James Milne*'s Mortification, or to the Management and Administration thereof, or to the surplus Interests and Profits thereof, bygone and in Time coming, for then and ever bearing absolute Warrandice at all Hands, and that according as such Renunciation should be devised and directed by Lawyers to be employed for that Purpose by the said Tailor Trade, in the most full and ample Manner that could be devised in Law for Security to the said Tailor Trade, and the Lawyers to be employed were to give their signed Opinion thereon betwixt and the First Day of *May* then next; and they decerned and ordained the foresaid Submission, with said Decreet Arbitral, to be inserted and registered in the Books of Council and Session, Sheriff, Commissary, or Baillie Court Books of *Aberdeen*, in Manner and to the Effect mentioned in the Clause of Registration contained in the foresaid Submission: And whereas by Disposition dated the Twenty-third Day of *June* One thousand seven hundred and ninety-seven Years, *Alexander Aberdein*, formerly Cooper in *Aberdeen*, afterwards of *Dykeside*, with the special Advice and Consent of *Jean Aberdein* his Sister for any Right or Interest which she had or could pretend to the Subjects after mentioned, for the Causes and on the Narrative therein specified, sold, alienated, and disponed to *James Clark*, Tailor in *Aberdeen*, as Factor to *James Milne*'s Mortification, belonging to the Tailor Trade of *Aberdeen*, and to his Successors in Office, all and whole these Two Crofts of Land lying contiguous together, and containing Twenty-seven Ells in Breadth, and extending in Length as after limited, lying on the East Side of the City of *Old Aberdeen*, between the Croft sometime

Disposition to Factor of James Milne's Mortification, dated 23d June 1797, and Sasine thereon.

sometime pertaining to *Isobel, Margaret*, and *Marjory Jacks*, and afterwards to the deceased *Alexander Gordon* of *Birsemore*, and then to the *King's College* of *Aberdeen*, and the Croft sometime of the Heirs of the deceased *George Donaldson*, upon the North and South Parts, the Tenement and Yard formerly of *William Hoggs*, and afterwards pertaining to the deceased *George King* and *Andrew Henderson*, at the West, and the Tyle Burn at the East Parts thereof, as also all and whole that Croft containing Fifteen Ells of Land in Breadth, lying also on the East Side of the said City of *Old Aberdeen*, between the Croft belonging to the Heirs of the deceased *George Donaldson* on the North, and that Croft lying contiguous to the Tenement of the deceased *James Thomson* on the South, the Tenement and Yard of the deceased *Alexander Wady* on the West, and the said Tyle Burn on the East Parts, as the said Crofts of Land which comprehend Three Rigs were then possessed by *William Milne* and *Alexander Youngson*, both residing in *Old Aberdeen*, and measure in whole Six Acres One Rood and Six Falls or thereby, together with the whole Privileges and Pertinents of the same, as the said Disposition containing Obligation to Infeft *a se vel de se*, Procuratory of Resignation, Precept of Sasine, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *James Clark*, as Factor for the Mortification aforesaid, under the Hand of *Alexander Shirrefs*, Notary Public, dated the Twenty-third Day of *June*, and registered in the Particular Register of Sasines, Reversions, &c. kept for *Aberdeen* and *Kincardineshires* the Seventeenth Day of *July* One thousand seven hundred and ninety-seven Years: And whereas by Disposition dated the Fourth Day of *August* One thousand six hundred and eighty-six Years, *John Chrystie* and *Patrick Andersone*, Tailors, Burgesses of *Aberdeen*, in consideration of the Sum of Three hundred and ten Marks *Scots* Money paid to them by *William Miln*, Tailor, Burgess of *Aberdeen*, as Boxmaster to the Tailor Trade in *Aberdeen*, and on the Narrative and for the Causes therein specified, sold, annalzied, and disponed to and in favour of the said *William Miln*, as Boxmaster to the said Tailor Trade in *Aberdeen*, and to his Successors in his said Office, Boxmasters of the same Trade, for the Utility and Behoof of the same Incorporation, all and haill that Rig of Land called the *Thorniebaulk Rig*, then possessed by *Christian Craighead*, lying in the East Territories of the Burgh of *Aberdeen*, betwixt the Croft of Land called *Mounthooly*, sometime belonging to *John Galloway*, Merchant in *Aberdeen*, and then to the said *John Christie* and *Patrick Andersone*, at the North, the Land or Croft of *Francis Irvine* of *Hiltoune* at the South, the Land called the *Gallowhill Croft* at the East, and the King's Common Way at the West Parts, and siclike all and haill the House and Yard pertaining to the said

Disposition in favour of William Miln, as Boxmaster, dated 4th Aug. 1686.

Rig of Land also possessed by the said *Christian Craighead*, having the House and Yard formerly pertaining to *William Cochraine*, Merchant in *Aberdeen*, and then to his Heirs, at the North, the Tenement and Yard of the said *Francis Irvine* of *Hiltoune* at the South, and the said King's Common Way at the East and West Parts thereof, as the said Disposition containing Obligation to infeft, Procuratory of Resignation, Assignation to the previous Writs, and sundry other Clauses, in itself more fully bears: And whereas by Infeftment of Date the Twenty-ninth Day of *September* One thousand six hundred and ninety-six, and recorded of same Date in the Burgh Register, bearing to proceed upon a Disposition dated the Twenty-fifth Day of *September* One thousand six hundred and ninety-six, *Robert Burnet* of *Elrick* sold, annaillied, and disponed to *John Gardine*, then Boxmaster of the Tailor Trade of *Aberdeen*, and his Successors, Boxmasters thereof, for the Use and Behoof of the said Incorporation, all and haill that White House lying on the South Side of the *Denburn* of the Burgh of *Aberdeen* on the Highway to *Rubislaw*, with the Croft adjacent thereto, belonging to him, as the same was last possessed by *Alexander Thomson*, Farmer in *Aberdeen*: And whereas the Dispositions, Charters of Confirmation, Resignation, Novodamus, and Adjudication, Instruments of Sasine, and other Writs, Instruments, and Deeds herein-before specified, as well as all Writs, Instruments, and Deeds, of whatever Date or Dates the same may be, and whether herein-before particularly specified or not, of Lands and Heritages, whether herein-before particularly enumerated or not, purchased and acquired by or for Behoof of the said Tailor Trade of the Burgh of *Aberdeen*, and the said Mortifications and Funds, have been made, granted, and taken to or in favour of the Boxmaster for the Time being of the said Tailor Trade, and to and in favour of the Factor or Treasurer for the Time being of the said Mortifications and Funds, and their Successors in Office respectively: And whereas the Lands and Heritages acquired by or on behalf of the said Tailor Trade have in whole or in part been laid out by the said Trade in Streets, Squares, and Terraces in the City of *Aberdeen* or Neighbourhood, or otherwise for the Purposes of feuing or disponing for Payment of Ground Annuals for Building Areas and other Purposes: And whereas no Part of the Lands and Heritages acquired for Behoof of the foresaid Mortifications and Funds have been feued or disponed for an annual Payment: And whereas the said Lands and Heritages acquired by the Trade, or Parts thereof, have been so feued and disponed in upwards of One hundred and thirty Lots to different Individuals, for Payment to the said Trade, or to others for their behoof, of Feu Duties and Ground Annuals to an Amount exceeding Eight hundred Pounds Sterling yearly, exclusive of the Rents of Ground not yet feued out or alienated by the said Trade: And whereas Feu Charters, Dispositions, and other Writs and Deeds have been from Time to Time

Disposition to Boxmaster for Trade, dated 25th Sept. 1696.

Time granted and executed by the Boxmaster for the Time being of the said Trade to and in favour of Parties who purchased, feued, and acquired Lands and Heritages from the said Trade, and the said Lands and Heritages, with the Dwelling Houses and other Buildings erected thereon, exceed in Value Ninety thousand Pounds Sterling: And whereas Parties who have so purchased, feued, and acquired Lands and Heritages from the said Trade have transferred the same to other Parties, and these again to others, and in many Cases the aforesaid Lands and Heritages have been disponed heritably in Security of Sums borrowed by the respective Proprietors thereof: And whereas various Charters, Feu Dispositions, and other Deeds or Conveyances have been from Time to Time granted by the said Tailor Trade, or their Boxmaster for the Time being on their Behalf, which Charters, Feu Dispositions, and other Deeds or Conveyances have been granted in the Form and with the Conditions applicable to proper Feu Rights, although the Subjects so disponed or feued were held by the said Trade in Free Burgage: And whereas various Charters of Confirmation, Charters of Adjudication and Novodamus, Precepts of Clare Constat, and other Deeds or Writs, or Renewals of the Investiture in favour of Disponees and others in the said Subjects, have been granted by the said Trade, or the said Boxmaster on their Behalf, all in the Form and Manner applicable to proper Feu Holdings: And whereas Doubts have been raised as to the Validity of the aforesaid Deeds and Writs conveying Subjects in the Form of Feu Rights which were acquired by the Trade in Free Burgage as aforesaid, and of the Renewal of the Investiture thereof: And whereas Doubts have been raised as to the Terms and Manner in which the said Tailor Trade should have acquired, held, transferred, and conveyed Lands and Heritages, and whether the Dispositions, Charters, Instruments of Sasine, and other Deeds which have been taken and obtained in favour of the Boxmaster for the Time being of the said Trade, and the Factors or Treasurers for the Time being of the said Mortifications and Funds, and their respective Successors in Office, as well as the Feu Charters, Dispositions, and other Writs and Deeds made and granted by such Boxmaster for the Time being, were valid and effectual Writs and Evidents; and it is expedient that all such Doubts should be removed, and that the whole Deeds and Writs aforesaid should be ratified and confirmed: And whereas it is expedient, with a view to the better Fulfilment of the Purposes contemplated by the said Trade, and the Administration of the Property, Funds, and Affairs of the said Trade, and of the said Mortifications and Funds, to incorporate the said Tailor Trade of the Burgh of *Aberdeen*, with Power to acquire, hold, and transfer Property, heritable and moveable, and all the usual Powers and Privileges of Incorporation, and to enlarge, alter, and more clearly define their Powers and Duties; to vest all Property belonging in any manner of

way

way to the said Trade, and to the said Mortifications and Funds, in the Society so to be incorporated; to regulate the Manner in which the said Society may acquire, hold, manage, and transfer Property, heritable and moveable, real and personal, and to authorize them to grant Renewals of the Investiture of the said Rights in manner after mentioned; to amend the Administration and Management of the said Mortifications and Funds, and to make all necessary Byelaws and Regulations for and in relation to the several Purposes aforesaid; but the same cannot be done without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by Authority of the same,

Incorporation of Society.

I. That the said Craft of Tailors or Tailor Trade of the Burgh of *Aberdeen*, and whole Members thereof, present and future, shall be and the same are hereby incorporated into One Body Politic and Corporate under the Name of "The *Aberdeen* Tailors Incorporation," and shall by that Name have perpetual Succession and a Common Seal, with Power to change, alter, and make new the same as shall be judged expedient, and may by that Name sue and be sued in any Actions, Suits, or other Proceedings at Law or in Equity.

Property vested in the Society.

II. That from and after the passing of this Act all Property, heritable and moveable, real and personal, hitherto held or possessed by or for Behoof of the said Trade, and the said Mortifications and Funds, wheresoever situated at the Time of the passing of this Act, and all Bonds, Bills, Promissory Notes, Dispositions, Conveyances, Assignations, Charters, Sasines, Agreements, and other Deeds and Instruments, of what Kind or Nature soever, with the Lands and Heritages, Property, Sums of Money, Stocks, and other Matters and Things therein contained or referred to or thereby conveyed, which have been already taken or executed, or conceived or granted in favour of the said Tailor Trade of the Burgh of *Aberdeen* and Members thereof, or the Deacons, Masters, or Boxmasters of the said Trade, or the Factors or Treasurers of the said Mortifications and Funds, or any Person or Persons, for the Use or Behoof of the said Trade or Mortifications or Funds, or other Funds or Schemes belonging to or connected with the said Trade, whether the same are held absolutely or in Security, and in general all Estate and Effects, and all Debts, Obligations, Rights, and Interests of every Description belonging in any manner of way to the said Trade, Mortifications, and Funds, or vested in any Person or Body for the Benefit of the same, and whatever may be the Terms in which the Rights and Titles of the said Lands and Heritages, Property and Monies, or any Part thereof, may have been taken, and in particular,

but

but without Prejudice to the aforesaid Generality, all the Lands and Heritages specified in the Schedule hereunto annexed shall be and the same are hereby transferred to and vested in the Society hereby incorporated, for the Ends, Uses, and Purposes of the Society, and under the Burdens and Conditions specified in the aforesaid Seal of Cause, Deeds of Mortification, Decreet Arbitral, and Minutes instituting the said Funds, or in this Act, and the same shall in future be held, possessed, managed, sold, feued, granted, conveyed, disponed, assigned, leased, released, discharged, or otherwise used and disposed of by the said Society under the Corporate Name of "The *Aberdeen* Tailors Incorporation," in the same Manner and as fully and effectually as if the whole aforesaid Writs, Rights, and Titles had been taken, executed, conceived, made, and granted after the passing of this Act to the Society hereby incorporated, and that without the Necessity of any connecting or continuing Title, or separate Investiture or Writing or Procedure other than this Act, and the Investiture in respect of all Lands and Heritages which have been hitherto held or possessed by or for Behoof of the said Trade, and the said Mortifications and Funds, shall be held to be feudally complete: Provided always, that nothing herein contained shall be held to prejudice the Powers contained in and exercised by virtue of the said Deeds of Mortification, Decreet Arbitral, and Minutes instituting the said Funds, except so far as the said Powers are varied by this Act.

Society may acquire and hold Lands and other Property.

III. That from and after the passing of this Act the Society may by their Corporate Name receive and hold, for the Ends, Uses, and Purposes of the Society, and said Mortifications and Funds, all Lands and Heritages, of whatever Nature or Tenure, Monies, Stocks, Funds, and Securities, and other Property, heritable or moveable, real or personal, which may hereafter and from Time to Time be conveyed, disponed, paid, given, or bequeathed by any Person or Persons, or which may otherwise accrue to the said Society; and all Charters, Dispositions, Conveyances, Contracts, Obligations, and all Writs and Deeds whatsoever necessary in establishing the Title or Right of the said Society thereto, shall be taken in the Corporate Name of the Society.

Deeds and Writings granted by the Society.

IV. That from and after the passing of this Act the Society may by their Corporate Name sell, feu, dispone, assign, grant, lease, and otherwise dispose of Lands and Heritages and Property, heritable and moveable; and all Charters, Dispositions, Deeds, Leases, and Writings which require to be made, granted, and executed by or on behalf of the said Society shall proceed in the Corporate Name of the Society, and shall be subscribed by the Deacon and any Two of the Six Masters for the Time being of the said Body of Tailors

hereby incorporated, authorized so to do by a Minute of the said Society entered in the Society's Books, and signed; and all Deeds and Writings so subscribed shall be held to be the Deeds and Writings of the said Society, and shall be good, valid, and effectual as such to the Person or Persons, Corporation or Corporations, to whom or in whose Favour the same shall be granted, whether the same shall be under the Seal of the Society or not: Provided always, that in regard to Receipts for Rents, Feu Duties, Sums of Money, or otherwise, the Society may, in any Case where they deem such Course expedient, and more convenient for the Despatch of Business, delegate and appoint any One Office Bearer or Member of the Society to subscribe the same; and any Receipt so subscribed shall be as good, valid, and effectual as the Deeds and Writings subscribed in manner herein-before provided.

Dispositions and Conveyances to the Boxmaster or the Trade ratified and confirmed.

V. That the whole Dispositions, Charters, Instruments of Sasine, and all Writs, Instruments, and Deeds herein-before specified, as well as all Writs, Instruments, and Deeds, of whatever Date or Dates the same may be, and whether herein-before particularly specified or not, of the Lands and Heritages before described, and of any other Lands and Heritages, whether herein-before particularly enumerated or not, purchased, acquired, held, or possessed by or for Behoof of the said Trade, and the said Mortifications and Funds, whether the said Dispositions, Charters, Instruments of Sasine, Writs, Instruments, and Deeds have been made and granted to or in favour of the Boxmaster for the Time being of the said Trade, or to or in favour of the Factors or Treasurers for the Time being of the said Mortifications and Funds, and their Successors in Office respectively, or to and in favour of any Party for Behoof of the said Trade, Mortifications, and Funds, or in any manner of way, shall be and the same are hereby ratified and confirmed, and shall be held as from the several and respective Dates thereof to have been made and granted to or in favour of the said Tailor Trade; and the same, as well as all Charters, Dispositions, and Deeds, in their whole Clauses, Tenor, and Contents, made and granted by the Boxmaster for the Time being, or by or on behalf of the said Trade in any manner of way, shall, with all that has followed or may follow thereon, be held to be and at all Times to have been good and undoubted Titles, and shall in all Matters and Respects be as valid and effectual, and of as great Force, Strength, and Effect, as if the said Dispositions, Charters, Sasines, Writs, Instruments, and Deeds had been made and granted after the passing of this Act, and under all the Powers and Provisions hereof, and as if the same had been made and granted to or by the Society hereby incorporated under their Corporate Name, all in Form and Manner as herein provided in respect to Lands, Heritages,

Heritages, and all Property, heritable or moveable, conveyed or made over to or by the said Society in all Time coming from and after the passing of this Act.

Dispositions, &c. granted by Boxmasters of Tailor Trade ratified and confirmed.

VI. That all Charters, Dispositions, Conveyances, and all Deeds and Writs, made and granted before the passing of this Act by the Boxmaster for the Time being of the said Tailor Trade, of the Lands and Heritages and others before mentioned, and generally of all Lands and Heritages, whether herein-before particularly mentioned or not, or of any Part or Parts thereof, shall be and the same are hereby ratified and confirmed, and declared to have been, from the several and respective Dates thereof, and to be now and in all Time coming, valid and effectual, and shall also be of as great Force, Strength, and Effect as if the said Lands and Heritages and others had at the said several and respective Dates been feudally and completely vested in the said Boxmaster making and granting the said several Charters, Dispositions, Conveyances, Deeds, and Writs, as Trustee for the said Trade, and shall further be as valid and effectual, and of as great Force, Strength, and Effect, as if the said several Charters, Dispositions, Conveyances, Deeds, and Writs had been duly made and granted after the passing of this Act, and under the Authority and Powers hereof, and in the Form, Manner, and Terms provided and authorized by this Act in respect to Conveyances and other Deeds to be made and granted by the said Society; and in like Manner all Instruments of Sasine, Dispositions, Conveyances, Charters, Precepts of Clare Constat, Bonds, Mortgages, and all Deeds and Instruments which have followed or are competent to follow on the said Charters, Dispositions, Conveyances, Deeds, and Writs so made and granted by such Boxmaster, shall be valid and effectual, and shall also be of as great Force, Strength, and Effect as if the said Charters, Dispositions, Conveyances, Deeds, and Writs by the said Boxmaster for the Time being had been duly and formally made and executed in manner herein-before prescribed as respects Conveyances by the said Society under this Act.

Feu Rights of Burgage Subjects ratified and confirmed.

VII. That all Charters, Dispositions, Conveyances, Deeds, and Writs heretofore made and granted by the Boxmaster for the Time being of the said Tailor Trade of Lands and Heritages held by or for Behoof of the said Trade in Free Burgage, and all Infeftments which have followed or may follow thereon prior to the passing of this Act, shall be valid and effectual, although the same have been made and granted by way of Feu, and with and under the Conditions applicable to Feu Rights, and although the Infeftments have been or may be recorded prior to the passing of this Act in the Register of Sasines for the County of *Aberdeen*, or the General Register of Sasines, and the same shall be deemed and taken to be valid Rights and Infeftments

ments from the Dates when such Charters, Dispositions, Conveyances, Deeds, and Writs were respectively granted and such Infeftments recorded; and all Feu Dispositions, Sub-feus, or Dispositions and Assignations, Charters of Novodamus, Sasines, Charters of Confirmation and Adjudication, Precepts of Clare Constat, and other Writs and Titles which have followed or may follow thereon up to the Date of this Act, shall be valid and effectual from their respective Dates, or the Dates of recording the said Sasines: Provided always, as it is hereby farther provided and declared, that from and after the Date of this Act all Instruments of Sasine, or Cognition and Sasine, to be expede, proceeding on any of the foresaid Dispositions, Charters, Precepts, or other Writs, in reference to the said Lands and Heritages, and all Dispositions, Assignations, Bonds, and Dispositions in Security, and Discharges and Assignations thereof, and other Writs whatever, connected with the said Lands originally held by or for Behoof of the Tailor Trade in Free Burgage, and feued out as aforesaid, by whomsoever the same shall be granted, shall be made and granted in the Form and Manner applicable to Property held Burgage, and the Infeftments following thereon shall be recorded in the Register of Sasines for the Burgh of *Aberdeen*, and the same shall be as valid and effectual as if the said Lands had all along been held and transmitted in Free Burgage, and the said Lands themselves are hereby declared to be held in Burgage Tenure, and it shall be lawful to and incumbent on the Town Clerk of the Burgh of *Aberdeen*, from and after the passing of this Act, on Production of any Disposition or Conveyance, Bond and Disposition in Security, or other Writ whatever on which Infeftment might follow in the said Subjects, to give Infeftment or Infeftments thereon, and to record the said Infeftment or Infeftments, and also to record, when so required, any such Bond and Disposition in Security, Discharge or Assignation thereof, in the Register of Sasines for the Burgh of *Aberdeen*, as if the said Subjects had all along been held in Free Burgage, and the prior Infeftments had been duly recorded in the said Register; and it is hereby farther provided and declared, that nothing in this Act contained shall affect the Obligations imposed under any of the foresaid Deeds or other Writs as regards Payment of the annual Consideration or contingent Payments thereby stipulated to be made or due in Feu Holdings, which shall remain leviable, notwithstanding the Change in the Form of the Tenure.

Seal of Cause, Deeds of Mortification, &c. confirmed.

VIII. That the said recited Seal of Cause, and also the said recited Deeds of Mortification and Decreet Arbitral, herein-before recited, and the Minutes instituting the said Funds, are hereby ratified and confirmed; and all Laws, Regulations, and Byelaws of the said Tailor Trade and Managers of the said Mortifications and Funds shall stand and subsist, and have full Force, Validity, and Effect,

Effect, except in so far as the same are or may be varied, modified, and explained by this Act.

Mortifications to be managed as heretofore, except that Property shall vest in Society, and all Titles and Writings are to be made and taken in Name of Society.

IX. That from and after the passing of this Act all Titles, Obligations, Bonds, Agreements, and Writings, of whatsoever Description, relating to any Property, whether real or personal, heritable or moveable, in any way comprehended or managed under the said Mortifications and Funds, shall be taken, or shall be made, granted, and issued, in the Corporate Name of the Society, and all Rights to any such Property shall vest in the said Society, as herein-before provided; but declaring, that with and under this Explanation the said Deeds of Mortification, Decreet Arbitral, and the Minutes instituting the said Two Funds, shall continue to have full Force and Effect, and all Properties, Funds, Matters, and Things which may in any way be comprehended under the said Mortifications and Funds shall be administered, managed, and regulated according to the Terms and Provisions of the said Deeds of Mortification, Decreet Arbitral, and Minutes; declaring always, that all further and special Provisions which may be necessary to enable the said Deeds of Mortification and Minutes to be properly executed may be made by the Society by Byelaws, Rules, and Orders of the Society, as herein-after authorized.

Byelaws may be framed.

X. That it shall be lawful to the said Society from Time to Time, at any of their Meetings, and upon Intimation being given to that Effect at the Meeting immediately preceding, to make all such Byelaws, Rules, and Orders as they shall think fit and necessary for the Management and Regulation of the said Society and all Matters connected therewith, and more particularly for the Regulation of the Conduct and Management of the said Mortifications and Funds in regard to the Mode of paying over any Funds, or keeping the Accounts under the said Mortifications and Funds, and in all other respects, and to alter or rescind such Byelaws, Rules, and Orders, or any Part thereof: Provided always, that such Byelaws, Rules, and Orders, and Alterations thereof, shall not be repugnant to the aforesaid Seal of Cause, Deeds of Mortification, Decreet Arbitral, Minutes instituting the said Funds, or to the Law of *Scotland*, or to the true Intent and Meaning of this Act.

Short Title.

XI. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Aberdeen* Tailors Incorporation Act, 1853."

Interpretation of Terms.

XII. That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expressions "Craft of Tailors of the Burgh of *Aberdeen*," "Tailor Trade," "Craft," "Trade," "Craft or Trade," "Incorporation of Tailors of the Tailor Trade," "Tailor Incorporation," and all similar Expressions, shall mean the Craft of Tailors to whom originally the herein-before recited Seal of Cause was granted, and who are incorporated by this Act:

The "Mortifications" and "Funds" shall mean *Alexander Watson*'s Mortification and *James Milne*'s Mortification, the additional Fund, and the Daughters Fund, constituted and appointed as herein-before recited, and ratified, authorized, and continued by this Act:

The "Deacon," "Masters," and "Boxmaster" shall mean the Deacon, Masters, and Boxmaster for the Time being of the Craft of Tailors to whom originally the herein-before recited Seal of Cause was granted, and who are incorporated by this Act; and the "Factors or Treasurers" shall mean the Factors or Treasurers for the Time being of the Mortifications and Funds herein-before described:

The "Seal of Cause" shall mean the Minute or Writing or Seal of Cause dated the Ninth Day of *June* One thousand five hundred and thirty-three Years, herein-before recited:

The Expressions "Lands and Heritages" shall mean all Heritable Subjects, of whatever Kind or Name, Croft of Land, Piece of Ground, Rig or Rigs of Land, Tenements of Land, Lots or Stance of Ground, Lots of the Town and Lands, Lot or Area of Ground, Park, and Enclosure.

Expenses of Act.

XIII. That the Expenses, Costs, and Charges incident to the preparing, applying for, and obtaining this Act shall be paid and discharged out of the Funds of the said Society, but no Part thereof shall be defrayed out of the Monies belonging to the said Mortifications and Funds.

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

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

The

The SCHEDULE referred to in the foregoing Act.

1. The Sillyward Croft.
2. The Craigwell Croft.
3. The Gallowhill Croft.
4. Whitehouse Croft.
5. That Croft of Land lying near the Craibstone which sometime pertained to the deceased Walter Robertson.
6. Summer's Croft.
7. Thorniebaulk Rig.
8. That Croft or Two Rigs of Land lying in the Sandylands of Aberdeen, sometime called Williamson's Land; also that other Croft of Land or large Rig, which formerly was Two Rigs and was turned into One, in the Sandylands of Aberdeen, betwixt the Land of George Peacock at the South and the Land of John Wallace at the North.
9. The Northmost Half or Four Bolls Sowing of that Croft of Land called Symon's Croft.
10. That Piece of Ground of the Lands of Ferryhill and Cooperstown denominated Lot Seventh, consisting of Ten Acres and Two Roods Scots Measure or thereby.
11. That Piece of Ground, Park, or Inclosure of the Lands of Ferryhill called Nether Cooperstown, being Part of Lot Sixth, and consisting of Six Acres Two Roods and Fourteen Falls or thereby.
12. The Third, Fourth, and Fifth Lots of the Sixth Lot of the Town and Lands of Pitmuxton called Outseats.
13. Two Rigs of Land on the East Side of Old Aberdeen, Twenty-seven Ells in Breadth, between the Lands sometime belonging to Alexander Gordon of Birsiemuir on the North, and the Lands of the King's College, at the South.
14. The just and equal Half of the Croft of Land called the Crabstone Croft, which sometime belonged to the deceased Alexander Smith, Shoemaker in Aberdeen.
15. That Croft of Land formerly commonly called Cowl's Croft, now called the Lands of Newbridge.
16. That Piece of Ground, Part of the Lands of Ferryhill, of a semicircular Form, containing One Rood and Thirty Falls Scots Measure,

Measure, bounded on the West by the Lands of Ferryhill, and on the East, South, and North by Cowl's Croft.

17. That Piece of Ground, measuring 39 Feet in Front along the Quay of Aberdeen, and extending backwards therefrom to a Road or Street made out from the Sugar House Lane to Commerce Street, which formerly belonged to James Shirrefs, Keeper of the Court House of Aberdeen, now deceased.
18. That Tenement of Land, back and fore, on the West Side of the Guestrow of Aberdeen, which sometime pertained to James Rhynd, Mason in Aberdeen.
19. Those Lots or Areas or Two Pieces of Ground lying in the Shorelands of Aberdeen, and on the East Side of Marischal Street, betwixt the Bridge and the Quay, acquired from William Clark, Merchant in Aberdeen.
20. That Piece of Ground, with the Dwelling Houses built thereon, measuring 37½ Feet or thereby, along the East Side of Crown Street of Aberdeen, acquired from John Allan, Stonecutter in Aberdeen.
21. That Piece of Ground, measuring 40 Feet, along the West Side of Chapel Street of Aberdeen, originally feued to John Arthur, Shoemaker in Aberdeen, and his Spouse.
22. Two Crofts of Land lying contiguous and on the East Side of Old Aberdeen, between the Croft sometime of Isobel, Margaret, and Marjary Jacks, and the Croft sometime of the Heirs of George Donaldson, upon the North and South Parts; also that Croft on the East Side of Old Aberdeen, between the Croft belonging to the Heirs of George Donaldson on the North, and the Croft contiguous to the Tenement of James Thomson on the South.

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