



ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 11.

An Act to incorporate the Society of the Craft of Smiths and Hammermen of the Burgh of *Aberdeen*; to confirm, amend, and regulate the Administration of the Estates and Affairs of the said Society; and for other Purposes relating to the Society. [30th June 1852.]

**W**HEREAS 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

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

[Private.]

their

*The Aberdeen Hammermen Incorporation Act, 1852.*

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 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 whatsoever, 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 Craft, 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 Warrantice by the said Provost, Bailies, Council, and Community, in itself fully bears: And whereas the Deacons of the said Craft of Smiths and Hammermen of the said Burgh, in virtue of the Powers conferred on them by the said 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 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 Aberdeen Hammermen Incorporation Act, 1852.*

whereas the whole Statutes, Ordinances, and Minutes of the said Craft, from the Date of the said Seal of Cause down to the Year One thousand six hundred and sixty-eight, have been lost, mislaid, or destroyed: And whereas by the Minutes of the said Craft, from the Year One thousand six hundred and seventy, 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 Monies of the Craft, and to hold the Property belonging thereto: And whereas by Disposition dated the first Day of *January* One thousand six hundred and ninety-four, *Harry Elphinstone* of *Melgum*, in consideration of a certain Sum of Money paid to him by *Patrick Black*, Saddler, Burgess of *Aberdeen*, as Boxmaster to the said Hammermen Trade, for himself and in Name and for the Behoof of *Alexander Paterson*, Armourer, then Deacon of the said Hammermen Trade, *Patrick Whyt*, late Deacon Convener, *Robert Sharp*, Goldsmith, *William George*, Blacksmith, *Andrew Gibson* and *John Steuart*, Glovers, then Masters of the said Hammermen Trade, and in Name of the haill remanent Members of the said Incorporation, sold, annallied, and disponed to and in favours of the said *Patrick Black*, as Boxmaster of the said Hammermen Trade, and to his Successors in his said Office, Boxmasters thereof, for the Utility and Behoof of the said haill Incorporation, all and haill that Croft of Land called the *Crabstone Croft*, lying in the West Territories of the Crofts of the said Burgh of *Aberdeen*, on the North Side of the Common Way that goes from the *Bow Bridge* to the *Justice Mills*, betwixt the Croft called the *Carmelite Croft* or *Longlands* at the East, the Croft of \_\_\_\_\_ at the West, the Croft belonging to the new College of *Aberdeen* at the North, and the King's Common Highway at the South, as the same was then possessed by *David Ord*, Farmer in *Aberdeen*, as for the Principal, and in special Warrantice and Security thereof, all and haill the Croft of Land called *Hardweird*, therein described; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition of the said Croft of Land called *Crabstone Croft* and others in favour of the said *Patrick Black*, as Boxmaster foresaid, for behoof of the said Incorporation, under the Hand of *John Moir*, Notary Public and Town Clerk of the Burgh of *Aberdeen*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Sixth Day of *January* One thousand six hundred and ninety-four: And whereas by Deed of Mortification dated the Third Day of *May* One thousand seven hundred and fourteen Years, made and executed by the Incorporate Free Craftsmen of the Hammermen Trade, and Arts thereunto belonging, Burgesses in the Town of *Aberdeen*, proceeding upon the

Disposition,  
dated 1st  
January,  
1694.

Instrument  
of Sasine  
thereon,  
dated and  
registered  
6th January  
1694.

Deed of  
Mortifica-  
tion, dated  
3d May  
1714.

Narrative

*The Aberdeen Hammermen Incorporation Act, 1852.*

Narrative that *William Lindsay*, Goldsmith in *Aberdeen*, and then Deacon to the Court of Hammermen Trade there, had, as fully as possibly he could, represented to the Members of the Court (holden within the *Trinity Hall* the Twenty-third Day of *January* One thousand seven hundred and fourteen Years) the Misapplication of their Funds these many Years by-past, which would have accreased to considerable Sums, if duly managed, so that the Interest thereof would have sufficiently contributed to the Relief and Comfort of their decayed Members, the Widows, Children, and Orphans of the said Hammermen Trade, and likewise did represent the great Loss their Poor had sustained by the Want of a Foundation and Settlement of a Mortification appropriated to the said Hammermen Trade, and extrinsic to all others, which would have encouraged several tender-hearted and well-disposed Members of the said Hammermen Trade to have legated and devoted some Part of the Substance God had bestowed upon them unto the said Mortification for the Behoof of their own Poor, and engaged others of the said Trade who had squandered their Legacies to other Mortifications, for Want of a Mortification among themselves, of which had diminished their Reputations, lessened their Esteem among others and their Brethren Craftsmen, being first among the Trades, yet the least regarding the Honour of their Name and the just Provisions for the Poor of their Trade; and that the said Hammermen Court, taking to their serious Consideration the Representations made to them by the said *William Lindsay* their Deacon, had unanimously resolved and enacted, for the Glory of God, to revive the Honour of their Craft, and for the Good of their Successors and Posterity to destinate, appoint, and mortify the Sum of Three hundred Pounds *Scots* Money then lying in the Hands of *John Walker*, Goldsmith, their then Boxmaster, to be a Fund and Mortification for the Relief and Support of the decayed Members, the Widows, Children, and Orphans of the said Hammermen Trade, and Arts thereto belonging, and likewise the whole Members of the said Hammermen Court unanimously resolved to give in to the said Mortification allenary from all and each One of them a voluntary Contribution conform to their several Abilities, and as God should give them Hearts to bestow, as also that they had enacted and ordained in all Time coming for the Behoof and Increase of the said Mortification allenary a yearly Moiety of Money to be paid in thereto at the yearly Election of their Deacon and Masters of the Hammermen Trade, as also by another Act of the said Trade for the Payment of Three Pounds *Scots* at the Admission of every Freeman to the Hammermen Trade, and as much more as God should give them an Heart to bestow, as the Acts of their Court Books in themselves more fully bore; to all which Destinations, Legacies, and Appointments for the Behoof and Increase of the said Mortification, containing divers Clauses and Conditions, with the Nomination of Overseers and Managers, the Method for choosing their

*The Aberdeen Hammermen Incorporation Act, 1852.*

their Successors during the Limitations and Restrictions, the Mortification in itself at more Length purports; therefore they, the incorporated Free Craftsmen of the said Hammermen Trade and Arts thereunto belonging, Burgesses in the Town of *Aberdeen*, having God and a good Conscience before them in this their Design and Undertaking to establish, settle, and appoint the said Mortification for the Relief and Support of their decayed Members, the Widows, Children, and Orphans of the said Hammermen Trade and Arts thereunto belonging, in the first place they, the Members of the said Hammermen Trade thereto subscribing, did faithfully promise, before God, to give and bestow their ordinary yearly Allowances of Charity to the indigent Members and Poor of the said Hammermen Trade, as far as their public Incomes would reasonably allow, conform to the different Necessities of the said Poor, aye and until the Limitations and Restrictions of the said Mortification should be expired; in the second place, they ordained that the foresaid Sum of Three hundred Pounds *Scots* and the above-mentioned freewill Offerings and yearly Income appropriated to the said Mortification, conform to the Acts of their Court Book thereanent, should be all uplifted against the Term of *Whitsunday* One thousand seven hundred and fourteen and brought to a neat Sum, and put into the Hands of Nine Men chosen by the said Hammermen Court out of their own Number, and that such as were chosen be Men of the best Understanding, Reputation, and Substance, to be nominated Overseers and Managers during all the Days of their Life or Residence in *Aberdeen* and good Behaviour, and in all Time coming it should be leasome and lawful only for the said Hammermen Court to elect Men of the foresaid Qualifications when it pleased God to call any of the foresaid Nine elected Persons by Death, or upon Occasion of any of them leaving their Residence in the Town of *Aberdeen*, and likewise they ordained these foresaid Nine chosen Men of the Hammermen Trade to be Overseers and Managers of the said Mortification, and that they should upon their Acceptation thereof take the Oath *de fidei* thereto subjoined, for their faithful and conscientious Administration in the Terms and Will of the said Mortification; in the third place, they ordained that the Sums given in to the said Mortification, as above mentioned, all amounting to \_\_\_\_\_, should be delivered by all concerned into the Hands of the said Overseers against the said Term of *Whitsunday* One thousand seven hundred and fourteen, and they ordained them to lend out the said Sums, in whole or in Parts, for the ordinary annual Rent and Profit, upon undoubted and sufficient Securities, One or more Cautioners conjunctly and severally bound, with this special Provision in every Bond accepted and received by all or any One of the said Managers, that the annual Rent and Profit of the said Principal Sums be punctually paid in Three Days at farthest after the Term of Payment,

[*Private.*]

3 h

that

*The Aberdeen Hammermen Incorporation Act, 1852.*

that thereby the annual Rents of the whole Sums might be immediately lent out upon sufficient Securities, and bear annual Rent, that so the Interests might be accumulated from Term to Term for the Space of Thirteen Years, which would double the Sum first laid unto this Mortification, by and out over the yearly Income arising from the Acts of their Court Books in favour of this Mortification, which were to be collected once every Year at the Term of *Whitsunday*, and lent out upon good Securities as aforesaid, for the ordinary annual Rent, which was to be uplifted Three Days after the Term of Payment, and lent out, accumulating the Interests in manner foresaid, distinct by itself for the Space of Thirteen Years, and then to be added to the principal Mortification; in the fourth place, they ordained that at the Expiration of the foresaid Thirteen Years the whole Sums then belonging to the said Mortification should be lent out upon good Securities, and the annual Rents as aforesaid accumulated, with the additional yearly Monies arising from the Acts of the Hammermen Court Books in favours of the said Mortification, and so continue aye and so long until the Capital Stock by the accumulated Interests and the other Emoluments and Acts that might be made in favours of the Mortification (and by what God in His Providence might put it in the Hearts of well-disposed Men of the Hammermen Trade, or others who might incline, to add any Sum or Sums to the Mortification founded upon so good and religious a Design,) should be advanced to the Sum of Twelve thousand Pounds *Scots*, of which Twelve thousand Pounds Money foresaid they ordained Eight thousand Pounds to be delivered by the foresaid Nine Overseers and Managers unto the said Hammermen Court, to be settled by them, by the Advice and Consent of the Managers of the Mortification, upon Land, Heritable Bond, or other good Securities, the yearly Rents of which they ordained should be bestowed, a Part thereof upon decayed Members of the Hammermen Trade or Arts thereto belonging, that were either turned infirm by old Age, and could not go about their Employments as they were wont to do, or fallen into Want and Poverty through the Burden of a Family, and likewise to the Widows of the Incorporate Hammermen that keep themselves sober and in honest Reputation, as also a Part of the yearly Rent to the Children of decayed Freemen of the said Hammermen Trade and Arts thereto belonging whose Parents are not able to put them to Trades, they ordained that the said Hammermen Court should put them to Trades they were most capable of or did most incline unto, and that especial Care and Regard be had in the Provision and Education of the Orphans of Hammermen such as their Parents are dead and they left to the Care of some Relation, and that the succeeding Deacons, Masters, and remanent Members of the said Hammermen Court, who were thereby declared Patrons and Distributors of the yearly Rent of the foresaid Eight thousand Pounds *Scots*, should act conscientiously as before  
 God

---

*The Aberdeen Hammermen Incorporation Act, 1852.*

---

God, according to the Tenor of the said Mortification in the whole Heads, Clauses, Conditions, Limitations, and Restrictions therein contained; in the fifth place, they ordained that the other Four thousand Pounds Money foresaid in the Hands of the Nine Managers as the reserved Capital Stock of the Mortification should be lent out upon Bonds, with undoubted and sufficient Securities, accumulating the Interest as therein prescribed, with the additional yearly Income and Money arising from the Acts of the Hammermen Trade in favours of the said Mortification, be continued for such a Space of Years until the Capital Stock of the said Mortification should be advanced to the Sum of Eighteen thousand Pounds *Scots* Money, of which Eighteen thousand Pounds Money foresaid they ordained the Nine Managers of the said Mortification to pay into the Deacon, Masters, and remanent Members of the said Hammermen Trade and Arts thereto belonging the Sum of Twelve thousand Pounds Money foresaid, and that the said Hammermen make Purchase thereby of Lands holding blench of the Crown, and add thereto a Part or the whole of the Eight thousand Pounds already received out of the said Mortification, to make the Purchase easier and better, the yearly Rent of which to be bestowed as therein formerly directed, and if it should happen that there should not be Demand nor Occasion for the whole yearly Rent of the foresaid Twenty thousand Pounds *Scots*, then they ordained that the Remainder should be yearly stocked till there be more Demand and Occasion by the Indigents of the said Hammermen Trade allenary, at the Discretion and Oversight of the Deacon, Masters, and remanent Members of the said Hammermen Court in manner foresaid; in the sixth place, they ordained that the Six thousand Pounds Money foresaid, as the reserved Capital Stock of the Mortification, should be lent out upon Bonds, with undoubted and sufficient Securities, accumulating the Interests as already prescribed with the additional yearly Income arising from the Acts of the Hammermen Trade in favours of the said Mortification be continued for such a Space of Years until the Capital Stock of the Mortification be advanced to the Sum of Twenty-four thousand Pounds *Scots*, of which Twenty-four thousand Pounds Money foresaid they ordained the Nine Managers of the said Mortification to pay into the Deacon, Masters, and remanent Members of the Hammermen Trade and Arts thereto belonging the Sum of Eighteen thousand Pounds Money foresaid, and that the said Hammermen, with Consent and Advice of the said Nine Managers, should bestow the foresaid Eighteen thousand Pounds *Scots* upon Lands holding blench of the Crown, the yearly Rents of which were to be bestowed as formerly directed, and the other Six thousand Pounds *Scots* as the reserved Capital Stock of the said Mortification in the Hands of the Nine Managers should be lent out by them as formerly directed, and to continue until the Capital Stock be advanced to the Sum of Twenty-four thousand Pounds

*The Aberdeen Hammermen Incorporation Act, 1852.*

Pounds Scots, which, with what was paid out of the said Mortification formerly unto the said Hammermen Trade, makes in all Sixty-two thousand Pounds Scots; although they inclined not to carry on the Sums further in the said Mortification, yet they earnestly recommended to their Successors of the said Hammermen Trade and Arts thereto belonging, that in all Time coming there be a reserved Capital Stock of Six thousand Pounds Scots continued upon good and sufficient Bonds and Securities, and the Interests to be accumulated as already prescribed, which would always double the Sum in Thirteen Years, and by these Means every Thirteen Years the said Hammermen Trade would receive Six thousand Pounds Scots from the Nine Managers, and the reserved Capital Stock of the Mortification carried still on, with Accumulations of the Interests in manner prescribed; in the seventh place, they ordained that the said Nine Managers by their Acceptance should be bound Twice every Year, viz., at *Whitsunday* and *Martinmas*, to meet and elect at the First Term One of their own Number Factor for a complete Year, and not longer, and that all the Transactions made by the said Factor should be by the special Advice, Concurrence, and Consent of the other Eight Managers of the Mortification, or the Majority of Votes, and that at the foresaid Two yearly Meetings the foresaid Nine Managers should be bound to call the Deacon for the Time of the said Hammermen Trade, and his Boxmaster, to be Witnesses, and have the Inspection of their Accounts and Bonds, and have Votes of what may occur at the said Meetings, and in case it should happen any of the Nine Overseers and Managers of the said Mortification should be convicted of the Breach of his Trust, or Ill-administration, or become uneasy in his Oversight and Management, then and in that Case the other Eight Overseers and Managers, with the Deacon and Boxmaster of the said Hammermen, after Conviction, should vote him guilty or free, and if guilty, to be divested of his Office, and upon Application of the Managers to the Hammermen Court they thereby obliged themselves to elect a fitter Person in his Room, and they likewise ordained that the Deacon of the Hammermen sit as Preses at the Two yearly Meetings of the Managers of the Mortification, and at all other Meetings the said Nine Managers might have Occasion for it should be leasom or lawful for them to meet by themselves, and that the Actions or Transactions of each Meeting be instantly booked and recorded, and their Bonds be locked up in a Chest with Three Keys and Locks in the Hands of any of the Managers whom the Plurality should appoint; in the eighth place, they ordained that each Member of the Hammermen Trade and Arts thereto belonging should take the Oath to the said Mortification subjoined, and that all Freemen to be admitted in all Time coming among the Hammermen Trade should take the said Oath to the Mortification, and at their Admission should instantly pay a freewill Offering at least of a Crown unto the Managers, for the

Behoof



*The Aberdeen Hammermen Incorporation Act, 1852.*

Behoof of the Mortification, and they strictly ordained that it should not be leasom nor lawful neither for the Deacon of the said Hammermen Trade, Masters, nor remanent Members thereof, with or without Consent of the said Managers, upon any Pretence or Pretext whatsoever, in all Time coming during the Space of Time, Limitations, and Restrictions of the said Mortification, to meddle with or uplift any Sum, less or more, for any Manner of Use whatsoever, whether public or private, and if any Person or Persons should be convicted in the contrary, he or they should be deemed perjured Person or Persons, and should be debarred from all the Courts called by the Deacons of the said Hammermen Trade, and from the Privilege of voting in their Court, until he make full Restitution and supplicate the Court of the Hammermen Trade for his Re-admission, and if any such Person or Persons should continue obstinate and contumacious, they ordained the Deacon of the Hammermen Court, or any One single Member thereof, to prosecute such according to Law, and that the Boxmaster of the said Hammermen Trade should be bound to bear the Charges of the Plea of Law, providing the Person or Persons be judged guilty of the Crime or Breach of the said Mortification in the hail or any One Clause or Will of the said Mortification; in the last place, they ordained that in regard that they, the then present Deacon, Masters, and remanent Members of the Hammermen Trade and Arts thereto belonging, had founded and appointed their said Mortification out of the tender Regard they had to the Number and Necessities of the Poor of their Trade, and the Good of their Successors and Posterity, and that notwithstanding of the mean Capacity their Predecessors had left them under, by squandering and misapplying the Emoluments and Incomes which the rest of the Corporations of Tradesmen enjoy, and they wanted to defray both the public and private just Necessities of their Trade, and that they had not only mortified from them the foresaid Three hundred Pounds Scots they had carefully gathered together out of the Emoluments of their Trade, but that also each Member of their Court, according as they were therein inserted, had given their freewill Offerings to the said Mortification, and had engaged themselves for the Care of the Poor of the Trade until their Emoluments accreased again, upon which consideration they judged it highly reasonable that any of their Prosperity (being Hammermen or Arts thereto belonging) in due Time should be preferable to the Emoluments of the said Mortification, upon their Application to the Hammermen Court for the Relief of their Necessity; as the said Deed of Mortification, containing sundry other Clauses, and the Oaths appended thereto, in itself more fully bears: And whereas by Disposition dated the Thirty-first Day of *March* One thousand seven hundred and thirty-six, *Patrick Duff* of *Premnay*, in consideration of the Sum of Three hundred Merks Scots Money paid to him by *Alexander Forbes*, Goldsmith in *Aberdeen*, One of the

Disposition,  
dated 31st  
March 1736.

[Private.]

3 i

Nine

*The Aberdeen Hammermen Incorporation Act, 1852.*

Nine Managers and Overseers of the mortified Money belonging to the said Hammermen Trade, and as then Factor specially constituted by the other Eight Managers and Overseers of the said mortified Money, and in name of the said Overseers, and for behoof of the said Mortification, sold, annailzied, and disponed to and in favour of the said *Alexander Forbes*, as Factor of the mortified Money belonging to the said Hammermen Trade, and to his Successors in the said Office, Factors of the same, for the Use and Behoof of the said Mortification, all and hail that Rig of Land formerly called the *Baulk Rig*, having the Road that leads from the *Justice Port* to the Links and Mouth of the Water of *Don* at the West, the Stank of *Futtiesmyre* at the East, the Lands then of *Gilbert Moir* called *Fill-the-Cap* (and on the Southmost Side of which Rig there is a Feal Dyke belonging to the said Rig, and dividing the same from the said *Gilbert Moir's* Land) at the South, and having the Land acquired by the said *Patrick Duff* from *Robert Lamb*, Master of the Hospital of *Aberdeen*, and disponed by the said *Patrick Duff*, with other Land, to the said *Alexander Forbes* and his Successors in the foresaid Office, conform to another Disposition from him in their Favour thereanent, of Date the same Thirty-first Day of *March* One thousand seven hundred and thirty-six, on the North Parts, and which Rig of Land, with the other Lands, Rigs, and Crofts disponed by the said *Patrick Duff* to the said *Alexander Forbes* and his Successors in the said Office by the said other Disposition, did all then lie contiguous, and were called *Hammerfield*; as the said Disposition, containing Obligation to infest *a se vel de se*, Procuratory of Resignation, and Precept of Sasine, in itself more fully bears: And whereas by the said other Disposition, dated the said Thirty-first Day of *March* One thousand seven hundred and thirty-six, the said *Patrick Duff*, in consideration of the Sum of Six thousand seven hundred Merks *Scots* Money paid to him by the said *Alexander Forbes*, as Factor foresaid, sold, annailzied, and disponed to and in favour of the said *Alexander Forbes*, as Factor of the mortified Money belonging to the said Hammermen Trade, and to his Successors in the said Office, Factors of the same, for the Use and Behoof of the said Mortification, all and hail that Two just and equal Halves of the Crofts of Land lying contiguous together in the East Side of the Crofts of the Burgh of *Aberdeen*, to witt, the just and equal Half of the Croft of Land called *Greenlands* lying betwixt the Croft of Land called *Futtiesmyre* and the Rig belonging to the said *Patrick Duff* called the *Baulk Rig* at the South, the Croft called the *Green Croft*, formerly of *Gilbert Moir*, thereafter belonging to the said *Patrick Duff*, and disponed by him by the same Disposition; at the North, the Rig also thereby disponed, formerly of the said *Gilbert Moir*, and then of the said *Patrick Duff*, and the House and Lands of *Futtiesmyre* and Common Links, at the East, and the Common Road leading to the *Thieves Bridges* from the *Justice Port* at the West Parts thereof or thereby

Disposition,  
dated 31st  
March 1736.

*The Aberdeen Hammermen Incorporation Act, 1852.*

thereby, and the just and equal Half of the Croft of *Futtiesmyre* and Rig belonging thereto, lying betwixt the said Croft called *Greenlands* and the said Lands and Rig formerly of *Gilbert Moir* and thereafter of the said *Patrick Duff*, and disposed by the said Disposition, at the West, the Common Links of *Aberdeen* and House of *Futtiesmyre* called the *Mason's Lodge* at the South, and the *Cunninghar-holes*, formerly of the *New Town College* of *Aberdeen*, and then of the said *Patrick Duff*, at the North and East Parts of the same, or thereby, and which Two Halves of the Crofts above mentioned were disposed to the said *Patrick Duff* by *Robert Lamb*, as Master of the *Trades Hospital* of *Aberdeen*; and sicklike all and hail that Three Rigs of Land, with the Pertinents, lying likewise in the East Territories of the Burgh of *Aberdeen*, betwixt the Land disposed by the said Disposition and acquired by the said *Patrick Duff* from the said *Trades Hospital* of *Aberdeen* at the South, the Lands sometime of the *Marischal College* of *Aberdeen*, called *Doctor Adam's Land*, and then belonging to the said *Patrick Duff*, at the North, the King's Common Highway that leads to the *Thieves Bridges* at the West, and the Stripe or Stank that runs from the *Thieves Bridges* to *Futtiesmyre* at the East Parts thereof; and likewise all and hail that little Croft of Land consisting of Four Rigs called the *Greenlands*, with the Cross Rig on the North-east End thereof, lying likewise on the East Territories of the said Burgh, betwixt the Land sometime of the said *Marischal College* called *Doctor Adam's Land*, then pertaining to the said *Patrick Duff*, at the North, the foresaid Land disposed by the said *Patrick Duff* formerly belonging to the said *Trades Hospital* at the South and East, and the said Stripe that runs from the *Thieves Bridges* to *Futtiesmyre* at the West Parts thereof; and all which Crofts and Rigs of Land above-written, disposed by the said *Patrick Duff*, with the Pertinents, holding of his Sovereign Lord the King's Majesty, immediate lawful Superior thereof, in Free Burgage, for Service within Burgh used and wont, together with the foresaid Rig of Land called the *Baulk Rig*, likewise disposed by the said *Patrick Duff* to the said *Alexander Forbes* as Factor foresaid, and holden the said Rig of Land by the said *Patrick Duff* of the said *Marischal College* of *Aberdeen* Feu, did all lie contiguous, and were called *Hammerfield*, and were then marched and bounded as follows, viz. having the said Road that leads from the *Justice Port* of *Aberdeen* to the *Thieves Bridges* at the West, the Land then of the said *Gilbert Moir* called *Fill-the-Cap*, and which was then divided from the said Land disposed by the said *Patrick Duff* by a Dyke built by him on the Southmost Side of the said *Baulk Rig*, and by the Stank of *Futtiesmyre* belonging to the *Masons Lodge*, on the South, the Lands called the *Cunninghar-holes*, formerly belonging to the *New Town College* of *Aberdeen*, and then to the said *Patrick Duff*, on the East, and the Land formerly of the *Marischal College* of *Aberdeen*, and then of the said *Patrick Duff*, called

*The Aberdeen Hammermen Incorporation Act, 1852.*

Instrument  
of Sasine,  
dated 31st  
March  
1736.

Disposition,  
dated 1st  
July, 1757.

Charter of  
Resignation,  
dated 2d  
September  
1779.

called *Doctor Adam's Land*, as the same is fenced and dyked, and a Part of the said *Cunninghar-holes*, on the North; as the said Disposition, containing Obligation to infest, 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 *Alexander Forbes*, as Factor foresaid, under the Hand of *Robert Thomson*, Notary Public and Town Clerk of *Aberdeen*, dated and registered in the Protocol or Register of Sasines of the said Town Clerk of *Aberdeen* the Thirty-first Day of *March* One thousand seven hundred and thirty-six: And whereas by Disposition dated the First Day of *July* One thousand seven hundred and fifty-seven, *George Garioch*, Merchant Burgess of *Aberdeen*, for the Causes therein specified, and in consideration of the Sum of Two hundred and fifty-one Pounds paid by *Colin Allan*, Goldsmith in *Aberdeen*, then Factor for the Manager of the said Mortification of Hammermen in the Burgh of *Aberdeen*, out of the Money belonging to the said Mortification, sold, alienated, and disposed to and in favour of the said *Colin Allan*, as Factor for the Managers of the said Corporation, and to his Successors in Office, Factors for the said Managers, for the Use and Behoof of the said Mortification, all and hail that Croft or Portion of Land called *Futtiesmyre*, lying within the Liberties of the said Burgh of *Aberdeen* and Sheriffdom thereof betwixt the Limits, Bounds, and Marches underwritten, *viz.*, from the East End of the Croft sometime pertaining to umquhile *John Kennedy*, Constable, thereafter to *Archibald Beans*, and then to the said Hammermen Mortification, the Croft called *Fill-the-Cap*, pertaining to the Heirs of *Gilbert Moir*, Cooper, and their Successors, at the West, and from the South Side of the Croft sometime belonging to the *Black Friars* of the said Burgh, and then pertaining to at the North, and from the North Side the Croft sometime pertaining to umquhile *Thomas Whyte*, thereafter to *William Breck*, and then to at the South, and the Links at the East Part thereof, as the said Croft of *Futtiesmyre* was then surrounded with a Ditch or Stank of Water, together with that large Stone House and Office Houses built upon the said Croft, reserving always a common Passage or Gate to the Links of Nine Feet in Breadth through the Midst of the said Piece of Ground, or at any of the Sides of the same, to remain in that Breadth, and in all Time thereafter; as the said Disposition, containing Obligation to infest, Assigment to the previous Titles, and sundry other Clauses, in itself more fully bears: And whereas by a Charter of Resignation dated the Second Day of *September* One thousand seven hundred and seventy-nine, proceeding on the foresaid Disposition, and the Procuratory of Resignation, and previous Writs thereby assigned, the Provost, Bailies, Council, and Community of the Burgh of *Aberdeen*, as Superiors of the said Croft of Land called *Futtiesmyre*, gave, granted,

*The Aberdeen Hammermen Incorporation Act, 1852.*

granted, and in Feu Farm and Heritage disponed and confirmed to *Patrick Gordon*, Saddler in *Aberdeen*, then Factor for the Managers of the Mortification called the Hammermen Mortification of the Burgh of *Aberdeen*, and his Successors in Office, Factors to the said Managers, for the Use and Behoof of the said Hammermen Corporation, all and haill the said Croft or Portion of Land commonly called *Futtiesmyre*, lying bounded and described as above 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 and Precept of Sasine therein contained in favour of the said *Patrick Gordon* as Factor aforesaid, under the Hand of *Alexander Carnegie*, Notary Public, which Instrument of Sasine is dated and registered in the Protocol or Register of Sasines of the Town Clerk of *Aberdeen* the Third Day of *September* One thousand seven hundred and seventy-nine: And whereas by Disposition dated the Tenth Day of *November* One thousand seven hundred and sixty-one, *Margaret Gordon*, Relict of the deceased *Peter Tolmie*, Shipmaster in *Aberdeen*, in consideration of a certain Sum of Money paid and delivered to her by *Hugh Gordon*, Watchmaker in *Aberdeen*, then Factor for the Managers of the Mortification belonging to the said Hammermen Trade, in Name and on Behalf of the said Trade, out of the Monies belonging to the said Mortification, sold, alienated, and disponed to and in favour of the said *Hugh Gordon* as Factor for the Managers of the said Mortification, and his Successors in the said Office, for the Use and Behoof of the said Mortification, all and whole that Four Rigs or Croft of Land lying on the East Side of the said Burgh of *Aberdeen* in the Territories of *Foottie*, which sometime pertained to *Alexander Watson*, thereafter to *John Gormack*, thereafter to *Jean* and *Margaret Gormack*, his Daughters, and thereafter to *Robert Davidson*, Merchant in *Aberdeen*, thereafter to *Alexander Davidson*, Shipmaster in *Aberdeen*, and disponed by him to the said *Margaret Gordon*, betwixt the Land sometime of *Walter Cullen* and then of the *Trades Hospital* of *Aberdeen* at the South, the Land sometime of the *Trinity Friars*, thereafter of *William Ross*, Maltster, and then of  
at the North, the  
*Summer Road* that leads from the *Castle Hill* to *Garvock's Wynd* at the West, and the Common Links of the said Burgh at the East Parts thereof; as the said Disposition, containing Obligation to infest, 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 *Patrick Gordon*, Saddler in *Aberdeen*, the Successor of the said *Hugh Gordon*, as Factor to the said Hammermen Mortification, under the Hand of *Alexander Carnegie*, Notary Public and Town Clerk of *Aberdeen*, dated and registered in the said Town Clerk's Protocol or Register of Sasines the Tenth Day of *September* One thousand seven hundred and eighty-seven:

Instrument of Sasine, dated and registered 3d September 1779.

Disposition, dated 10th November 1761.

Instrument of Sasine, dated and registered 10th Sept. 1787.

[Private.]

3. k

And

*The Aberdeen Hammermen Incorporation Act, 1852.*

Disposition,  
dated 3d  
August  
1769.

And whereas by Disposition dated the Third Day of *August* One thousand seven hundred and sixty-nine, and recorded in the Commissary Court Books of *Aberdeen* the Fifteenth Day of *September* in the same Year, *John Morice*, Baker, and then Master of the *Trades Hospital* of *Aberdeen*, for the Causes therein specified, and in consideration of the yearly Feu Duty therein mentioned, sold, alienated, and disposed in Feu Farm, Fee, and Heritage for ever, to and in favour of *Peter Proctor*, Saddler in *Aberdeen*, then Factor to the Mortification belonging to the said Hammermen Trade of *Aberdeen*, and his Successors in Office, Factors for the said Mortification, for the Behoof thereof so long as the same should subsist, and thereafter for Behoof of the said Hammermen Trade, all and whole the First or Westmost Lot of that Piece of Land called the *Sow Croft*, consisting of Two hundred and twenty-nine Feet in Length from West to East, computing from the West Angle of the said *Sow Croft* where it joins the Road leading to the *Castle Hill*, bounded by the said Road on the West, by the *Heading Hill* on the South, by the *Bowl Road* on the North, and the Second Lot of the said Croft, purchased by *Alexander Duffus*, as the same is distinguished by March Stones set therein on the East Parts; as the said Disposition, containing Obligation to infest *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 *Peter Proctor*, for himself and for Behoof foresaid, under the Hand of *James Ramsay*, Notary Public, dated the Seventh and registered in the Particular Register of Sasines, &c. for the Counties of *Aberdeen* and *Kincardine* the Ninth Days of *August* One thousand seven hundred and sixty-nine: And whereas by Disposition dated the Seventh Day of *February* One thousand seven hundred and seventy-one, *James Beverley*, Carpenter in *London*, with the special Advice and Consent of *Elizabeth Davidson* his Spouse, and the said *Elizabeth Davidson* for herself, for any Right of Liferent or other Right or Title which she had or might pretend to the Subjects after mentioned, with the special Advice and Consent of her said Husband, and they both with mutual and uniform Advice, Consent, and Assent, and as taking Burden upon and obliging them for each other, in consideration of the Sum of Four hundred and ninety Pounds Sterling paid or undertaken for to them by *Hugh Gordon*, Watchmaker in *Aberdeen*, then Factor for the Mortification belonging to the Hammermen Craft of *Aberdeen*, for account of the said Mortification, sold, alienated, and disposed to and in favour of the said *Hugh Gordon* and his Successors in Office, Factors for the said Mortification belonging to the Hammermen Trade of *Aberdeen*, for the Behoof of said Mortification, all and whole that Croft of Land extending to Sixty-seven Ells or Roods in Breadth, and in Length to Fifty-seven Ells or Roods, or of whatever other Breadth or Length

the

Instrument  
of Sasine,  
dated 7th  
and regis-  
tered 9th  
August  
1769.

Disposition,  
dated 7th  
February  
1771.

*The Aberdeen Hammermen Incorporation Act, 1852.*

the same consists of, commonly called the *Dean's Croft*, as the same was then possessed by *George Thom*, Gardener at *Culter*, and his Sub-tenants, together with the Tenement or Houses built on the West End of the same, and whole Pertinents thereof, lying upon the East Part of the City of *Old Aberdeen* as they go from the said City to the Bridge of *Don*, and within the Parish of *Saint Machar* and Sheriffdom of *Aberdeen*, betwixt the Croft sometime of *Stephen Manners*, thereafter of the Heirs of Colonel *George Forbes*, thereafter of \_\_\_\_\_, and then dispoed by *William Molyson* to *John Stephen* in *Kinmundy*, at the South, the King's Common Highway at the West, the Way that goes from the said Bridge of *Don* to the *Tyle Burn* at the East, and the Croft sometime pertaining to the deceased Mr. *Robert Erskine*, thereafter to the Heirs of the deceased *John Forbes*, thereafter to \_\_\_\_\_, and then to \_\_\_\_\_, at the North; as the said Disposition, containing Obligation to infest *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 upon the said Disposition last above mentioned of the said *Dean's Croft*, in favour of the said *Hugh Gordon*, Factor foresaid, for Behoof of the said Mortification, under the Hand of *James Ramsay*, Notary Public, which Instrument of Sasine is dated and registered in the Particular Register of Sasines, Reversions, &c., kept for the Counties of *Aberdeen* and *Kincardine*, the Third Day of *April* One thousand seven hundred and seventy-one: And whereas by a Minute and Act of the Managers of the said Hammermen Mortification, dated the Thirteenth Day of *September* One thousand seven hundred and eighty-seven, it is set forth, that the Managers had taken under their Consideration the State of the Funds belonging to the said Mortification, and that in consequence of an Agreement betwixt the Managers of the said Mortification and the Members of the said Hammermen Trade, of Date the Seventeenth Day of *September* One thousand seven hundred and sixty-two, the Factor of the said Mortification had paid to the Boxmaster of the said Trade the Sum of Twenty-eight Pounds Sterling yearly since the foresaid Date, and which had been accepted of by the said Trade in full of the Interest of the Sum of Eight thousand Pounds *Scots* to which they were entitled by the Fourth Clause of the said Deed of Mortification; as also that by the Fifth Clause of the said Deed of Mortification, upon the Capital Stock thereof being again advanced to the Sum of Eighteen thousand Pounds *Scots* Money, the Managers were ordained to pay in to the Deacon, Masters, and remanent Members of the said Hammermen Trade and Arts thereto belonging, the Sum of Twelve thousand Pounds *Scots* of the said Capital Stock of Eighteen thousand Pounds *Scots*; and it was in the said Minute and Act further set forth, that the said Managers were then willing to comply with the said Fourth and Fifth Clauses of the said foresaid Deed of Mortification, and in Terms thereof to make over to the Members of the said Hammermen

Instrument  
of Sasine,  
dated and  
registered  
3d April  
1771.

Minute, &c.  
13th Sep-  
tember  
1787.

*The Aberdeen Hammermen Incorporation Act, 1852.*

mermen Trade a Capital Stock of Twenty thousand Pounds Scots, the annual Rents thereof to be applied and managed by them agreeable to and in Terms of the said Fourth and Fifth Clauses of the said Deed of Mortification, and the said Managers accordingly granted Warrant to and thereby authorized and empowered *Patrick Gordon*, then Factor to the Mortification, to dispoise and make over in favour of *Charles Cooper*, then Boxmaster to the said Hammermen Trade, and to his Successors in Office, for the Uses, Ends, and Purposes particularly mentioned in the said Deed of Mortification, the foresaid Crofts of Land called *Hammerfield*, *Tolmie's Croft*, *Futtiesmyre*, and *Young's Croft*, and also to assign and convey a yearly overplus Feu Duty of Four Pounds Five Shillings Sterling, payable to the said Mortification furth of the foresaid Croft of Land called *Sow Croft*; as the said Minute and Act, containing sundry other Powers and Clauses, in itself more fully bears: And whereas by a Disposition dated the Eighth Day of *October* One thousand seven hundred and eighty-seven, the said *Patrick Gordon*, Saddler in *Aberdeen*, then Factor for the Managers of the said Fund and Mortification, on the Narrative in part of the foresaid original Deed of Mortification, and for the Causes therein mentioned, and in full Implement of the said Fourth and Fifth Clauses of the said Deed of Mortification, and in virtue of the said Act and Minute, sold, alienated, and dispoised to and in favour of the said *Charles Cooper*, Blacksmith in *Aberdeen*, then Boxmaster to the said Hammermen Trade, and to his Successors in Office, Boxmasters to the said Trade, for the Use and Behoof of the Deacon, Masters, and remanent Members of said Hammermen Trade, in trust for the Uses, Ends, and Purposes specially mentioned in the foresaid Deed of Mortification, and for none other, and under the Conditions and Restrictions therein contained, all and hail the said Croft of Land called *Hammerfield* lying on the East Territories of the Crofts of the Burgh of *Aberdeen*, as the same was then set in Tack to and possessed by \_\_\_\_\_, and which Croft of Land called *Hammerfield* also comprehends that Part thereof sometimes called *Young's Croft*, possessed by \_\_\_\_\_, and formerly consisted of several Crofts and Rigs of Land and to which the Managers of the foresaid Mortification acquired Right from the said *Patrick Duff*; and sicklike all and hail the foresaid Croft or Portion of Land commonly called *Futtiesmyre*; and sicklike all and hail the foresaid Four Rigs or Croft of Land dispoised by the said *Margaret Gordon* to the said *Hugh Gordon*, as Factor foresaid, and his Successors in Office; and further, an yearly Rent or Feu Duty in all Time coming of the Sum of Thirteen Pounds Ten Shillings Sterling payable out of the said Westmost Lot of the said Piece of Land called the *Sow Croft*, feued out by the Predecessors in Office of the said *Patrick Gordon* to *Alexander Sutherland*, Mason in *Aberdeen*, but subject to an yearly Payment furth thereof of Nine Pounds Five Shillings to the Master of the

Disposition,  
dated 8th  
October  
1787.



*The Aberdeen Hammermen Incorporation Act, 1852.*

the *Trades Hospital* of *Aberdeen*; all which Crofts or Pieces of Land are bounded and described as herein-before specified; as the said Disposition, containing Obligation to infest to be held Burgage for Service within Burgh, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Tenth Day of *October* One thousand eight hundred and twenty-nine, *John Barron*, Watchmaker in *Aberdeen*, then Factor of the Managers of the Mortification belonging to the Hammermen Trade of *Aberdeen*, on the Narrative that the Croft of Land called *Futtiesmyre* was not held Burgage, but was held in Feu of the Provost, Bailies, Council, and Community of the Burgh of *Aberdeen*, and the Disposition last above recited was therefore, in so far as it related to the said Croft called *Futtiesmyre*, ineffectual, and that in order to remedy the said Defect a new Disposition became necessary, therefore the said *John Barron*, as Factor foresaid, sold, alienated, and disposed to and in favour of *John Farquhar*, Painter and Glazier in *Aberdeen*, then Boxmaster to the said Hammermen Trade of *Aberdeen*, as Boxmaster foresaid, and to his Successors in Office, Boxmasters to the said Trade, for the Use and Behoof of the Deacon, Masters, and remanent Members of the said Hammermen Trade, in trust for the Uses, Ends, and Purposes specially mentioned in the foresaid Deed of Mortification, and for none other, and under the Conditions and Restrictions therein contained, all and whole the foresaid Croft or Portion of Land commonly called *Futtiesmyre*, lying bounded and described as above mentioned; as the said Disposition, containing Obligation to infest *a se vel de se*, Procuratory of Resignation, and Precept of Sasine, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned, and Precept of Sasine therein contained, of the said Croft of Land called *Futtiesmyre*, in favour of *Alexander Cooper*, Saddler in *Aberdeen*, then Boxmaster of the Hammermen Trade of *Aberdeen*, and his Successors in Office, under the Hand of *Alexander Allan*, Notary Public, which Instrument of Sasine is dated the Fifteenth, and recorded in the Particular Register of Sasines, Reversions, &c., kept for the Counties of *Aberdeen* and *Kincardine*, the Sixteenth Day of *April* One thousand eight hundred and thirty: And whereas by a Charter of Confirmation dated the Twentieth Day of *September* One thousand eight hundred and thirty, the Provost, Bailies, Council, and Community of the Burgh of *Aberdeen*, as Superiors of the said Croft of *Futtiesmyre*, ratified, approved, and perpetually confirmed the foresaid Disposition of Date the Tenth Day of *October* One thousand eight hundred and twenty-nine, made and granted by the said *John Barron*, of the said Croft of Land, together with the said Instrument of Sasine following thereon in favour of the said *Alexander Cooper*, Boxmaster of the said Hammermen Trade of *Aberdeen*, and his Successors in Office; as the said Charter of Confirmation in itself more fully bears: And whereas by

Disposition,  
dated 10th  
October  
1829.

Instrument  
of Sasine,  
dated 15th  
and recorded  
16th April  
1830.

Charter of  
confirma-  
tion, dated  
20th Novem-  
ber 1830.

[*Private.*]

3 l

Disposition

*The Aberdeen Hammermen Incorporation Act, 1852.*

Disposition,  
dated 25th  
December  
1788, 3d  
January and  
6th and 11th  
April 1789.

Disposition dated the Twenty-fifth Day of *December* One thousand seven hundred and eighty-eight, the Third Day of *January* and the Sixth and Eleventh Days of *April* One thousand seven hundred and eighty-nine, and recorded in the Commissary Court Books of *Aberdeen* the twenty-eighth Day of *May* One thousand seven hundred and ninety-two, *John Innes* of *Edengight*, *James Innes* of *Maisley*, *Andrew Robertson* of *Foveran*, *John Ramsay* of *Barra*, *Alexander Carnegie* and *Alexander Duthie*, Advocates in *Aberdeen*, and *George More*, Merchant there, Trustees and Disponees of the deceased *Alexander Innes* of *Breda*, in consideration of a certain Sum of Money paid to them by *John Smith*, Pewterer in *Aberdeen*, then Factor for the Managers of the Mortification belonging to the said Hammermen Trade, out of the Funds belonging to the said Mortification, sold, alienated, and disponed to and in favour of the said *John Smith*, as Factor for the Managers of the said Mortification belonging to the said Hammermen Trade, and to his Successors in the said Office, for the Use and Behoof of the said Mortification, all and whole that Croft of Land called the *Longlands*, with the Houses, Biggings, and Pertinents thereof, lying on the West Territory of the Crofts of the Burgh of *Aberdeen*, betwixt the Crofts of Land of old, of the deceased *George Bisset* and *David Marr* and the *King's College*, and then of

on the East and West Parts, the Croft sometime of *Martin Howieson*, and then of on the North, and the King's Highway leading from the said Burgh to the Bridge of *Dee* on the South Parts; as the said Disposition, containing Obligation to infest *a se vel de se*, Assignation to the Writs and Title Deeds, and sundry other Clauses, in itself more fully bears: And whereas by Charter of Resignation dated the Twentieth Day of *April* One thousand seven hundred and ninety-three, proceeding on the said Disposition last above mentioned, and the unexecuted Procuratory of Resignation thereby assigned, the Principal and Professors of the *Marischal College* of *Aberdeen*, Superiors of the said Croft of Land, gave, granted, alienated, and disponed, and in Feu Farm, Fee, and Heritage perpetually confirmed to and in favour of *David Smith*, Blacksmith in *Aberdeen*, then Factor for the Managers of the Mortification belonging to the said Hammermen Trade, and to his Successors in the said Office, for the Use and Behoof of the said Mortification, all and whole the said Croft of Land called the *Longlands*, with the Houses, Biggings, and Pertinents thereof, lying and bounded as above mentioned; as the said Charter of Resignation, containing Clause of *Novo damus*, 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 last above mentioned of the said Croft of Land called *Longlands*, in favour of the said *David Smith* and his foresaids, under the Hand of *Thomas Duncan*, Notary Public, dated and registered in the

Charter of  
Resignation,  
dated 20th  
April 1793.

Instrument  
of Sasine,  
dated and  
registered  
20th June  
1793.

Particular

*The Aberdeen Hammermen Incorporation Act, 1852.*

Particular Register of Sasines, Reversions, &c., kept for the Counties of *Aberdeen* and *Kincardine*, the Twentieth Day of *June* One thousand seven hundred and ninety-three: And whereas by Disposition dated the Fourteenth Day of *May* One thousand eight hundred and six, *William Spark*, Flesher in *Aberdeen*, then Boxmaster of the Flesher Trade of the Burgh of *Aberdeen*, in consideration of a certain Sum of Money paid to him by *George Smith*, Glazier in *Aberdeen*, Factor to the Mortification belonging to the said Hammermen Trade, sold, alienated, and disposed to and in favour of the said *George Smith*, as Factor of the said Mortification, and his Successors in said Office, and their Assignees, for the Use and Behoof of the said Mortification, all and whole that Croft of Land, with the Privileges and Pertinents of the same, and Houses built thereon, which sometime belonged to *Patrick Dunn* of *Tartie*, thereafter progressively to several others, and then to the said *William Spark*, lying in the West Territory of the Crofts of the Burgh of *Aberdeen* near the *Crabestone*, betwixt the Croft pertaining to the *King's College* of *Aberdeen* at the West, the Land called *Saint John's Croft*, sometime pertaining to the Heirs of *Ninian Hogg*, thereafter progressively to others, and then to *William Forbes*, *Alexander Rhind*, and *Alexander Pirie*, Merchants in *Aberdeen*, at the East, the Croft sometime of the *Carmelite Friars*, and then of the Shoemaker Trade of *Aberdeen*, at the South, and the King's Common Highway, as they go from the said Burgh to the Bridge of *Dee*, at the North; as the said Disposition, containing Obligation to infest, 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 and other previous Writs therein specified of the said Croft of Land which sometime belonged to the said *Patrick Dunn*, in favour of *George Booth*, as Successor in Office to the said *George Smith*, and as then Factor to the said Hammermen Mortification, under the Hand of *William Carnegie*, Town Clerk of *Aberdeen*, and Notary Public, which Instrument of Sasine is dated and registered in the Protocol or Register of Sasines of the said Town Clerk of *Aberdeen* the Twenty-fourth Day of *February* One thousand eight hundred and twenty-six: And whereas by Disposition dated the Fifth Day of *March* One thousand eight hundred and eleven, *John Leith*, Coppermith in *Aberdeen*, then Factor for the Managers of the said Mortification, did, in virtue of an Authority granted to him that Day by the said Managers, dispoise, convey, and make over to and in favour of *Arthur Cromer*, Cutler in *Aberdeen*, then Boxmaster of the said Trade, for the Use and Behoof thereof, and to his Successors in Office, all and whole the said Croft of Land called the *Longlands*, as also all and whole Lot Second of the said Croft of Land called the *Dean's Croft*, being that Part thereof lying Eastward of the new Road leading from *King's Street* to *Seaton Gate*, and also all and whole the foresaid Croft of Land and others which sometime

Disposition,  
dated 14th  
May 1806.

Instrument  
of Sasine,  
dated and  
registered  
24th Feb-  
ruary 1826.

Disposition,  
dated 5th  
March 1811.

*The Aberdeen Hammermen Incorporation Act, 1852.*

New Deed  
of Mortifica-  
tion, dated  
7th March  
1811.

sometime belonged to the said *Patrick Dunn*, and were acquired from the said *Flesher Trade*; as the said *Disposition*, containing *Obligation to infest a se vel de se*, *Procuratory of Resignation*, *Precept of Sasine*, and sundry other *Clauses*, in itself more fully bears: And whereas by new *Deed of Mortification* by the incorporated *Members and Free Craftsmen of the Hammermen Trade of Aberdeen*, dated the *Seventh Day of March* One thousand eight hundred and eleven, and recorded in the *Sheriff Court Books of Aberdeen* the *sixteenth Day of August* One thousand eight hundred and eleven, they the said incorporated *Members and Free Craftsmen of the Hammermen Trade*, considering that the *Purposes* for which the aforesaid *Mortification* belonging to the said *Trade* was originally established had been completely fulfilled, and that the most beneficial and important *Effects* had resulted to the said *Corporation* from the *Establishment* of the said *Mortification*, but that the *Deed* under which it was founded had then expired, and they being convinced that *Consequences* the most advantageous to the said *Corporation* would be attained by the *Establishment* of a new *Mortification* or *Accumulating Fund*, they therefore unanimously resolved to establish such *Mortification* or *Accumulating Fund*, under the following *Rules and Regulations*, which they obliged themselves and their *Successors, Members of the said Trade*, strictly to observe, implement, and fulfil; *viz., primo*, that the *Hammermen Court* should elect *Nine Men* out of their own *Number*, of the best *Understanding, Reputation, and Substance*, to be *Managers* of the said *Mortification*, and *One* of those elected should go out of *Office* every *Year* on the *First Tuesday of March*, and *One* should be elected in his *Room* from among *Six Members, viz. Four* by the *Trade* and *Two* by the *Managers*, and when any of the foresaid *Nine* elected *Persons* should die or leave his *Residence* in the *Town of Aberdeen*, another should be elected in his *Room* for the *Time* he had to continue in *Office*, declaring that it should be lawful for the *Hammermen Court* to elect *Men* of the foresaid *Qualifications* only, and they ordained that the foresaid *Nine Managers* of the said *Mortification* do, upon their *Acceptation* of the *Office*, take the *Oath de fidei* subjoined to the said *Deed*, for their faithful and conscientious *Administration* according to the *Terms and Will* of the said present *Mortification*; *secundo*, that the said *Nine Managers*, by their *Acceptance*, should be bound to meet *Twice* every *Year*; that on the *First Tuesday of March* their *Accounts* shall be laid before the said *Trade* for *Inspection*, and that on the said *Day* they should in presence of the said *Trade* elect *One* of their *Number* as *Factor* for *One* complete *Year*, and no longer; that all the *Transactions* made by the said *Factor* should be by the special *Advice, Concurrence, and Consent* of the other *Eight Managers* of the said *Mortification*, or the *Majority* of them; and the foresaid *Nine Managers* should be bound to call the *Deacon* of the said *Hammermen Trade*, and his *Boxmaster* for the

Time

*The Aberdeen Hammermen Incorporation Act, 1852.*

Time being, to attend the foresaid Two yearly Meetings to be Witnesses, and have the Inspection of their Accounts, Bonds, and other Documents, and have Votes of what might occur at the said Meetings; and in case it should happen that any of the Nine Managers of the said Mortification should be accused of the Breach of his Trust, or Ill-administration, or become remiss in his Oversight and Management, then and in that Case the other Eight Managers, with the Deacon and Boxmaster of the Hammermen Trade, should vote him guilty or free, and if guilty he should be divested of his Office, and upon Application of the Managers to the Hammermen Court they thereby obliged themselves and their Successors to elect a fitter Person in his Place; and they likewise ordained that the Deacon of the said Hammermen Trade should sit as Preses at the Two yearly Meetings of the Managers of the said Mortification, but at all other Meetings which the said Nine Managers might have Occasion for it should be lawful for them to meet by themselves, and at all these Meetings Five should be a Quorum; and all the Actions and Transactions of each Meeting should be instantly booked and recorded, and the Bonds and other Writings should be locked up in a Chest with Three Locks and Keys, to be kept by any Three of the Managers whom the Plurality should appoint; *tertio*, they ordained that the Sum of One thousand Pounds Sterling be given by the said Hammermen Trade unto the Managers of the said Mortification, to be laid out by them upon Land, Heritable Bond, or other good Securities, until the whole Stock and Profits and Interests should accumulate to the Sum of Three thousand Pounds Sterling, that then One thousand Pounds Sterling should be paid over by the Managers to the said Hammermen Trade, Two thousand Pounds Sterling being retained by the Managers as a reserved Capital Stock, until the Profits and Interest thereof again accumulate to the Sum of Three thousand Pounds Sterling, and as often as it accumulated to the Sum of Three thousand Pounds Sterling they should be obliged to pay One thousand Pounds Sterling to the said Hammermen Trade, to be settled by them, with the Advice and Consent of the Managers, upon Land, Heritable Bond, or other good Securities, and they ordained that the yearly Rents thereof should be bestowed as follows, *viz.*, a Part thereof upon decayed Members of the said Hammermen Trade who have either become infirm by old Age, and could not go about their Employment as formerly, or had fallen into Want and Poverty through the Burden of a Family, another Part thereof upon the Widows of the said incorporated Hammermen who kept themselves sober and of honest Reputation, and a further Part of the said yearly Rent upon the Children of the Members of the said Hammermen Trade whose Parents were not able to put them to Trades, or were dead; they further ordained that the Hammermen Trade should put these Children to such Trades as they might be most capable of or inclined to learn,

[*Private.*]

3 m

and

*The Aberdeen Hammermen Incorporation Act, 1852.*

and that a special Care be had to their Education, and that the Deacons, Masters, and remanent Members of the Hammermen Court, who were declared Patrons and Distributors of the foresaid yearly Rent, should act conscientiously according to the Tenour of the said Mortification in the whole Heads, Clauses, and Conditions therein contained; *quarto*, they ordained that each of the then Members of the said Hammermen Trade should take the Oath to the said Mortification, and all Freemen to be thereafter admitted Members of the Trade in all Time coming should also take the same Oath, and at their Admission should instantly pay the Sum specified in the Table of Dues to the Managers for behoof of the said Mortification; and they strictly ordained that it should not be lawful either for the Deacon of the said Hammermen Trade, Masters, or remanent Members thereof, with or without Consent of the said Managers, upon any Pretence or Pretext whatsoever, in all Time coming, to meddle with or uplift any Sum, less or more, for any Manner of Use whatsoever, whether public or private, and if any Person or Persons should be convicted in the contrary he or they should be debarred from all the Courts called by the Deacons of the said Hammermen Trade, and from the Privilege of voting in their Court, until he should make full Restitution, and supplicate the Court of the said Hammermen Trade for his Re-admission, and if any such Person or Persons should continue obstinate and contumacious it was ordained that the said Hammermen Trade should prosecute such according to Law as the said Deed of Mortification, containing Clause of Registration and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Twenty-sixth and Twenty-seventh Days of *February* One thousand eight hundred and nineteen, *Alexander Rhind, William Forbes, and Alexander Pirie*, all Merchants in *Aberdeen*, in consideration of the Sum of One thousand six hundred Pounds Sterling paid to them by *James Christie*, Saddler in *Aberdeen*, then Factor of the Mortification belonging to the said Hammermen Trade of *Aberdeen*, sold, alienated, and disposed to and in favour of the said *James Christie* as Factor aforesaid, and his Successors in Office, for behoof of said Mortification, all and whole that Piece of Ground sometime possessed by *George Walker*, Gardener, and then by *James Walker*, Gardener in *Aberdeen*, being Part of the *Windmill Croft*, bounded by the Land belonging to the *Marischal College* of *Aberdeen* on the East, by other Land formerly belonging to the Flesher Trade of *Aberdeen*, and then to the said Mortification, on the West, by a Footroad leading from the *Poynernook Well* towards the Mill of *Ferry Hill* upon the South, and partly by the Ground formerly feued by the Flesher Trade of *Aberdeen*, then the Property of *John Collison* and others, and partly by the Property of the Master of *Guild Brethren's Hospital* of *Aberdeen*, upon the North, together with the whole Parts, Privileges, and Pertinents of the same; as the said

Disposition,  
dated 26th  
and 27th  
February  
1819.

Disposition,

*The Aberdeen Hammermen Incorporation Act, 1852.*

Disposition, containing Obligation to infest *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 of the said Part of the *Windmill Croft* in favour of *John Smith*, then Factor for the said Mortification, as Factor aforesaid, under the Hand of *Alexander Allan*, Notary Public, which Instrument of Sasine is dated the Twenty-fifth Day of *March*, and registered in the Particular Register of Sasines, Reversions, &c. kept for the Counties of *Aberdeen* and *Kincardine*, the Tenth Day of *April*, both in the Year One thousand eight hundred and twenty-six: And whereas by Disposition dated the Third Day of *November* One thousand eight hundred and nineteen, *John Scotland*, formerly Shipmaster, then residing in *Aberdeen*, in consideration of the Sum of Seventy Pounds paid to him by *James Christie*, Saddler in *Aberdeen*, then Factor of the Mortification belonging to the said Hammermen Trade, sold, alienated, and disposed to and in favour of the said *James Christie*, as Factor of the said Mortification, and his Successors in Office, all and whole that Piece of Ground being Part of the Croft of Land called the *Greathead Croft*, lying among the Crofts upon the West Side of the Burgh of *Aberdeen*, upon the South Side of the Way leading from the *Bow Bridge* by the *Craibstone* to the Bridge of *Dee*, and measuring Fifty Feet in front along the East Side of the new Road or Street called *Dee Street*, lately made out through the foresaid Croft, and extending backward from said Street to the *College March*, which Piece of Ground is, the Southern Part of the Ground, feued by the said *John Scotland* from the *King's College* of *Aberdeen*, and is bounded as follows, *viz.*, on the South by Ground feued to *James Farquhar* Esquire, on the North by the Remainder of the Ground feued by the said *John Scotland* from the said College, then belonging to him, and on the East by the *College March*, extending One hundred and forty-two Feet back from the Street, together with the Wall on the East End of the said Piece of Ground, and One Half of the Walls built on the North and South Boundaries thereof; as the said Disposition, containing Obligation to infest *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 of the said Part of the *Greathead Croft*, in favour of the said *John Smith*, as then Factor of the said Mortification belonging to the said Hammermen Trade, under the Hand of *Alexander Allan*, Notary Public, which Instrument of Sasine is dated the Twenty-fifth Day of *March*, and registered in the Particular Register of Sasines, Reversions, &c., kept for the Counties of *Aberdeen* and *Kincardine* the Tenth Day of *April*, both in the Year One thousand eight hundred and twenty-six: And whereas by Disposition dated the Thirty-first Day of *December* One thousand eight hundred and twenty-

Instrument of Sasine, dated 25th March and registered 10th April 1826.

Disposition, dated 3d November 1819.

Instrument of Sasine, dated 25th March and registered 10th April 1826.

Disposition, dated 31st December

*The Aberdeen Hammermen Incorporation Act, 1852.*

1823 and  
2d January  
1824.

Instrument  
of Sasine,  
dated and  
registered  
5th October  
1835.

Disposition  
dated 15th  
July 1829.

twenty-three and Second Day of *January* One thousand eight hundred and twenty-four, *George More* of *Raeden*, with Consent of *Robert Morice*, *John Ewing*, and *Andrew Jopp*, all Advocates in *Aberdeen*, as Trustees for his Creditors, in consideration of the Sum of Seven hundred Pounds Sterling paid or accounted for to them by *George Booth*, Watchmaker in *Aberdeen*, then Factor of the Mortification belonging to the said Hammermen Trade, sold, alienated, and disposed to and in favour of the said *George Booth*, as Factor of said Mortification, and his Successors in Office, for behoof of said Mortification, all and whole that Piece of Ground being Part of the Croft of Land called *Clayhills* and others, containing about Three Acres and Twenty-two Falls, lying on the West Territories of the Crofts of the Burgh of *Aberdeen*, bounded on the North by the Ground formerly belonging to *George Innes*, Druggist in *Aberdeen*; and then to the Shoemaker Trade, on the South partly by a Road of Twenty-four Feet in Breadth, and partly by the Lands of *Ferry Hill*, on the East by Part of the said Lands of *Clayhills* disposed to *George Allan* and *Peter Nicol*, and on the West by the Lot of *Clayhills* disposed to *Arthur Dingwall Fordyce* of *Culsh*, as the same was marked by Stones placed on the Ground and laid down conform thereto on the Plan of the Lands of *Clayhills* drawn by *Colin Innes*, Land Surveyor, and subscribed by the said *George More* on the Nineteenth Day of *December* One thousand eight hundred and sixteen, together with the Teinds of the said Piece of Ground so far as the said *George More* had Right thereto, and whole Parts, Privileges, and Pertinents of the same; as the said Disposition, containing Obligation to infest, and Assignation to the Writs and Title Deeds thereof, with an unexecuted Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition and Procuratory of Resignation last above mentioned of the said Part of the Croft of Land called *Clayhills* and others, in favour of *David Carter*, then Factor of the said Mortifications, and as coming in place of the said *George Booth*, under the Hand of *John Angus*, Town Clerk Depute of *Aberdeen* and Notary Public, which Instrument of Sasine is dated and registered in the Register of Sasines, Reversions, &c., kept for the Burgh of *Aberdeen*, the Fifth Day of *October* One thousand eight hundred and thirty-five: And whereas by Disposition dated the Fifteenth Day of *July* One thousand eight hundred and twenty-nine, *George Lyell*, Merchant in and then Treasurer of the Burgh of *Aberdeen*, sold, alienated, and disposed to and in favour of *John Farquhar*, Glazier in *Aberdeen*, as Boxmaster of the Hammermen Trade of *Aberdeen*, and his Successors in Office, for behoof of that Trade, all and whole that Piece of Ground being Part of the Building Areas situated on the West Side of *Union Terrace* of *Aberdeen*, and measuring Ninety-two Feet or thereby in front along the same, by which it is bounded on the East, by Pro-

perty



*The Aberdeen Hammermen Incorporation Act, 1852.*

perty belonging to the said Hammermen Trade on the West, and by Ground formerly belonging to the Treasurer of *Aberdeen*, then feued out to *James Mair*, Advocate, and others, on the South and North Parts; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed upon the said Disposition of the said Piece of Ground in favour of the said *John Farquhar*, as Boxmaster foresaid, under the Hand of *William Carnegie*, Notary Public and Town Clerk of the Burgh of *Aberdeen*, dated and recorded in the said Town Clerk's Protocol or Register of Sasines the sixteenth Day of *September* One thousand eight hundred and twenty-nine: And whereas, by Feu Charter, dated the eighteenth Day of *December* One thousand eight hundred and thirty-two, the Principal and Professors of the *University* and *Marischal College* of *Aberdeen*, in consideration of the Feu Duty, and other Conditions therein mentioned, sold, alienated, and in Feu Farm disposed to and in favour of *William Spark*, Watch Maker in *Aberdeen*, then Factor of the Hammermen Mortification belonging to the Hammermen Incorporation of *Aberdeen* and his Successors in Office, all and whole that Piece of Ground, Part of *Poynernook Croft*, lying on the West Side of the Road leading from the *Windmill Brae*, now called *College Street*, to the *Clayhills*, measuring One hundred and eighty Feet Ten Inches or thereby along said Road, and extending backwards therefrom to the Terrace lately made out by the said Hammermen Mortification, bounded by the said Road on the East, by Ground feued by the said *Marischal College* to *John Benzie*, Wood Merchant in *Aberdeen*, upon the North, by the said Terrace upon the West, and by a Foot-road or Lane leading from the said Road towards *Dee Street* upon the South, but under the Reservation therein mentioned, as the said Feu Charter, containing Precept of Sasine, and sundry other Clauses, in itself more fully bears: And whereas an Instrument of Sasine was passed upon the said Feu Charter of the said Part of *Poynernook Croft*, in favour of the said *William Spark* as Factor foresaid, under the Hand of *Benjamin Spark*, Notary Public, which Instrument of Sasine is dated the Twenty-sixth Day of *December* One thousand eight hundred and thirty-two, and registered in the Particular Register of Sasines, Reversions, &c., kept for the Counties of *Aberdeen* and *Kincardine* the Tenth Day of *January* One thousand eight hundred and thirty-three: And whereas by Disposition dated the Twentieth Day of *February* One thousand eight hundred and thirty-four, *George Allan*, residing at the *Brick-kilns* near *Old Aberdeen*, with Consent of *Alexander Chivas*, Advocate in *Aberdeen*, Trustee on the sequestrated Estate of the said *George Allan*, sold, alienated, and disposed to and in favour of *Joseph Milne*, Horse-shoer in *Aberdeen*, then Boxmaster of the said Hammermen Trade, and his Successors in his

Instrument of Sasine, dated and registered 16th September 1829.

Feu Charter, dated 18th December 1832.

Instrument of Sasine dated 26th Dec. 1832, and registered 10th Jan. 1833.

Disposition, dated 20th February 1834.

[Private.]

3 n

said

*The Aberdeen Hammermen Incorporation Act, 1852.*

Disposition,  
dated 29th  
February  
1840.

said Office, for behoof of said Trade or Corporation, all and whole Lot Second of the Croft of Land sometime possessed by *George Martin*, Gardener in *Old Aberdeen*, lying on the East Side of the Road leading from *Old Aberdeen* to the Bridge of *Don*, being that Part of the said Croft lying Eastward of the new Road leading from *King's Street* to *Seaton Gate*, bounded as herein-before particularly mentioned; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, and Precept of Sasine, in itself more fully bears: And whereas by Disposition dated the Twenty-ninth Day of *February* One thousand eight hundred and forty *David M'Hardy*, Blacksmith in *Aberdeen*, then Factor of the said Mortification belonging to the said Hammermen Trade, sold, alienated, and disposed to and in favour of *James Berry*, Watch and Clock Maker in *Aberdeen*, then Boxmaster of the said Hammermen Trade, and his Successors in Office, Boxmasters of said Trade, and for behoof of said Trade, and for the Uses, Ends, and Purposes specially mentioned in the foresaid Deed of Mortification dated the Fifth Day of *March* One thousand eight hundred and eleven, executed by the [Members of the said Hammermen Trade, all and whole that Piece of Ground, being Part of the *Windmill Brae Croft*, lying in the Parish of *Old Machar* and County of *Aberdeen*, and bounded as follows, viz., on the West by *Crown Street*, on the North by the *Windmill Brae*, on the East by the Road leading to the *Windmill*, and on the South by \_\_\_\_\_, together with the whole

Disposition,  
dated 7th  
March,  
1843.

Parts, Privileges, and Pertinents thereof; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, Assignation to the annual Ground Rents or Feu Duties, amounting in whole to Fifty-three Pounds and Sixpence, payable yearly, for the said Piece of Ground, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Seventh Day of *March* One thousand eight hundred and forty-three the said *David M'Hardy*, as Factor of the said Mortification belonging to the said Hammermen Trade, agreeably to the Third Regulation contained in the said new Deed of Mortification dated the Fifth Day of *March* One thousand eight hundred and eleven, gave, granted, and disposed to and in favour of *Charles Robertson*, Blacksmith in *Aberdeen*, then Boxmaster of the said Hammermen Trade, and to his Successors in Office, Boxmasters of said Trade, and for behoof thereof, and for the Uses, Ends, and Purposes specially mentioned in the said new Deed of Mortification, all and whole that Piece of Ground on the West Side of *Crown Street*, being Part of the *Windmill Brae Croft*, lying in the Parish of *Old Machar* and County of *Aberdeen*, measuring \_\_\_\_\_ Feet or thereby along the West Side of *Crown Street* of *Aberdeen*, and bounded as follows, viz., on the North and East by *Crown Street*, on the South by *Burness Street*, and on the West by the Feus in *Dee Street*, as also all and whole that Piece of Ground on the West Side of *Crown Street* aforesaid, bounded as follows, viz., on the East by *Crown Street*,  
on

*The Aberdeen Hammermen Incorporation Act, 1852.*

on the South by the Property of Mrs. *Mitchell* of *Thainston*, on the West by the Property of *John Simpson* youngest, Builder in *Aberdeen*, and on the North by the *Windmill Brae*, but under and subject to the several Exceptions specified and contained in the said Disposition; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, Assignation to the annual Feu Duties or Ground Rents, amounting to Forty-two Pounds Six Shillings and Twopence Sterling, payable yearly out of the said Pieces of Ground thereby conveyed, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the First Day of *February* One thousand eight hundred and forty-four, *Donaldson Riddel*, Blacksmith in *Windmill Brae* of *Aberdeen*, in consideration of the Sum of Thirty Pounds Sterling paid to him by *David M'Hardy*, Blacksmith in *Aberdeen*, then Factor of the Mortification belonging to the said Hammermen Trade, out of the Funds of said Mortification, sold, alienated, and disposed to and in favour of the said *David M'Hardy*, as Factor foresaid of the Hammermen Mortification of *Aberdeen*, for behoof of himself and the other Managers of said Mortification, and to his Successors in Office, for behoof foresaid, all and whole that Piece of Ground, with the Dwelling House and Smiddy built thereon, extending Eighteen Feet Seven Inches from the Extremity of the South Gavel, and Thirty-four Feet backward from the Front, and bounded as follows, *viz.*, on the East by a Garden formerly belonging to the Heirs of *James Walker*, then to *Samuel Watt*, Carter, on the South by the Property of *James Riddel*, Weaver in *Aberdeen*, on the West by a Passage of Ten Feet wide, and on the North by the Remainder of the Property sometime belonging to *John Riddel*, which Piece of Ground is Part of the Tenement disposed to the said *John Riddel* by *James Walker* in *Windmill Brae* of *Aberdeen*; as the said Disposition, containing Obligation to infest, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Fifth Day of *March* One thousand eight hundred and forty-seven, *John Farquhar*, Glazier in *Aberdeen*, then Factor of the said Mortification belonging to the said Hammermen Trade, agreeably to the said Third Regulation of the said new Deed of Mortification, and for the other Causes therein specified, gave, granted, and disposed to and in favour of *James Bonnyman*, Blacksmith in *Aberdeen*, then Boxmaster of the said Hammermen Trade, and to his Successors in Office, Boxmasters of said Trade, and for behoof thereof, and for the Uses, Ends, and Purposes specially mentioned in the said new Deed of Mortification, all and whole that Compartment or Piece of Ground measuring Three hundred and fifty-eight Feet, or thereby, along the West Side of *Crown Street* of *Aberdeen*, lying in the Parish of *Old Machar* and County of *Aberdeen*, and bounded as follows, *viz.*, on the North by *Academy Street*, on the East by *Crown Street* aforesaid, on the West by the  
*King's*

Disposition,  
dated 1st  
February  
1844.

Disposition,  
dated 5th  
March 1847.

*The Aberdeen Hammermen Incorporation Act, 1852.*

Instrument  
of Sasine,  
dated and  
registered  
14th April  
1847.

Disposition,  
dated 11th  
March 1848.

Disposition,  
dated 21st  
March 1850.

*King's College* March of the Feus in *Dee Street*, and on the South by the Mill Road or Lane leading to the Mill of *Ferryhill*, together with the whole Parts, Privileges, and Pertinents thereof, but under and subject to the Exceptions specified in said Disposition; as the said Disposition, containing Obligation to infest, Procuratory of Resignation, Assignation to the annual Feu Duties or Ground Rents, amounting in whole to the Sum of Fifty-three Pounds Eight Shillings Sterling, payable yearly, for the said Piece of Ground so conveyed to the said *James Bonnyman*, in itself more fully bears: And whereas an Instrument of Sasine was passed on the said Disposition in favour of the said *James Bonnyman*, as Boxmaster foresaid, under the Hand of *John Angus*, Notary Public and Town Clerk of *Aberdeen*, dated and registered in the Register of Sasines, Reversions, &c., kept for the Burgh of *Aberdeen*, the Fourteenth Day of *April* One thousand eight hundred and forty-seven: And whereas by Disposition dated the Eleventh Day of *March* One thousand eight hundred and forty-eight the said *John Farquhar*, Glazier in *Aberdeen*, then Factor of the said Mortification belonging to the said Hammermen Trade, in further Implement of the Third Regulation of the said new Deed of Mortification, and for the other Causes specified in the said Disposition, gave, granted, and disposed to and in favour of *Alexander Keith*, Glazier in *Aberdeen*, then Boxmaster of the said Hammermen Trade, and to his Successors in Office, Boxmasters of said Trade, for behoof thereof, and for the Uses, Ends, and Purposes specially mentioned in the said new Deed of Mortification, all and whole that Compartment or Piece of Ground along the East Side of *Crown Street*, and bounded as follows, *viz.*, on the North by *Burness Street*, on the South by *Saint Mary's Place*, on the West by said *Crown Street*, and on the East by *Crown Lane*, Ten Feet wide, as also all and whole that other Compartment or Piece of Ground along the East Side of said Street, bounded as follows, *viz.*, on the North by *Saint Mary's Place*, on the West by said *Crown Street*, on the South by the Mill Road leading to the Mill of *Ferryhill*, and on the East by said *Crown Lane*, and which Compartments or Pieces of Ground so disposed are Parts of all and whole the said Piece of Ground sometime possessed by *George Walker*, thereafter by *James Walker*, Gardener in *Aberdeen*, being Part of the said *Windmill Croft*; as the said Disposition, containing Obligation to infest, Clause of Resignation, and sundry other Clauses, in itself more fully bears: And whereas by Disposition dated the Twenty-first Day of *March* One thousand eight hundred and fifty, *Charles Robertson*, Blacksmith in *Aberdeen*, then Factor of the said Mortification belonging to the said Hammermen Trade, in further Implement of the Third Regulation contained in the said new Deed of Mortification, and for the other Causes specified in the said Disposition, gave, granted, and disposed to and in favour of *John Beattie*, Glazier in *Aberdeen*, then Boxmaster of the said Hammermen Trade,  
and

*The Aberdeen Hammermen Incorporation Act, 1852.*

and to his Successors in Office, Boxmasters of said Trade, for behoof thereof, and for the Uses, Ends, and Purposes specially mentioned in the said new Deed of Mortification, all and whole that Compartment or Piece of Ground along the East Side of *Crown Street* of *Aberdeen*, and bounded as follows, *viz.*, on the North by *Crown Place East*, on the South by *Academy Street*, formerly called *Smith Street*, on the West by said *Crown Street*, and on the East by *Crown Lane*, as also all and whole that Compartment or Piece of Ground, being Part of *Saint Mary's Place*, *Aberdeen*, formerly called *David Street*, and bounded as follows, *viz.*, on the North by said *Saint Mary's Place*, on the South by the Mill Road leading to the Mill of *Ferryhill*, on the West by said *Crown Lane*, and on the East by the Feu of Messieurs *Hogarth* and Company of *Aberdeen*, and which Compartments or Pieces of Ground are also Parts of the said *Windmill Croft*; as the said Disposition, containing Obligation to infeft, Clause of Resignation, Precept of Sasine, and sundry other Clauses, in itself more fully bears: And whereas the Dispositions, Charters, Instruments of Sasine, and other Writs, Instruments, and Deeds herein-before specified, as well as all other 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 other Properties, whether herein-before particularly enumerated or not, purchased and acquired by or for behoof of the said Craft of Smiths and Hammermen or Hammermen Trade of the Burgh of *Aberdeen*, or the said Mortifications thereto belonging, have been made or granted to or in favour of the Boxmaster for the Time being of the said Hammermen Trade, and his Successors in Office, or to and in favour of the Factor for the Time being of the said Mortifications or either of them, or for the Managers thereof, and his Successors in Office: And whereas the Lands and Heritage, Crofts of Land, Pieces of Ground, and others acquired by or on behalf of the said Craft of Smiths and Hammermen of the Burgh of *Aberdeen*, or Hammermen Trade, Craft, or Incorporation, or the said Mortifications belonging thereto, have, in whole or in part, been laid out by the said Craft or Trade in Streets, Squares, and Terraces in the City of *Aberdeen*, or otherwise for the Purposes of feuing or selling by way of Feu for Building Areas and other Purposes: And whereas the said Lands and Heritage, Crofts of Land, Pieces of Ground, and others, or Parts thereof, have been feued and disposed in upwards of One hundred and forty Lots to different Individuals, for Payment to the said Craft or Trade, or to others for their Behoof, of Feu Duties or Ground Annuals, to an Amount exceeding One thousand one hundred Pounds yearly, exclusive of the Rents of Ground not yet feued out or alienated by the said Craft or Trade: And whereas Feu Charters, Dispositions, or other Deeds and Writings have been from Time to Time granted and executed by the Boxmaster for the Time being of the said Hammermen Craft or Trade, or by the Factor for the Time being of the said Mortifications or for the Managers thereof, to and

*The Aberdeen Hammermen Incorporation Act, 1852.*

in favour of the Parties who purchased or feued from the said Craft or Trade or Mortifications thereto belonging the said Lots of Ground respectively: And whereas the said Parties have erected on the said Lots of Ground Dwelling Houses and other Buildings to a Value exceeding One hundred thousand Pounds Sterling, and the said Lots of Ground and Buildings erected thereon have been transferred by the original Feuars or Purchasers to other Parties, and by these other Parties again to others, and in many Cases have been disposed heritably in Security of Sums borrowed by the respective Proprietors of the said Lots of Ground and Houses erected thereon: And whereas Doubts have been raised as to the Terms and Manner in which the said Craft of Smiths and Hammermen or Hammermen Trade of the Burgh of *Aberdeen* should, in virtue of their said Seal of Cause, have acquired and held and transferred and conveyed Heritable Property, and whether the Dispositions, Charters, and Sasines which have been taken and obtained in favour of the Boxmaster for the Time being of the said Craft or Trade, or of the Factor for the Time being of the said Mortifications or for the Managers thereof, and their respective Successors in Office, as well as the Dispositions, Charters, and other Deeds made and granted by such Boxmaster or Factor for the Time being, were valid and effectual Writs and Evidents, and it is expedient that all such Doubts should be removed: And whereas it is expedient, with a view to the better Fulfilment of the Purposes contemplated by the said Craft of Smiths and Hammermen or Hammermen Trade, and the Administration of the Property, Funds, and Affairs of the said Craft or Trade and of the said Mortifications, to incorporate the said Craft of Smiths and Hammermen or Hammermen Trade of the Burgh of *Aberdeen*, with the usual Privileges, and to enlarge, alter, and more clearly define their Powers and Duties, to vest all Property belonging in any manner of way to the said Craft or Trade 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, to vary, alter, and amend the Administration and Management of the said Mortifications, 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 Smiths and Hammermen 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* Hammermen Incorporation," and shall by that Name have perpetual Succession and a Common Seal,

*The Aberdeen Hammermen Incorporation Act, 1852.*

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.

II. That from and after the passing of this Act all Property, Heritable and Moveable, Real and Personal, wheresoever situated at the Time of the passing of this Act, and all Bonds, Bills, Promissory Notes, Dispositions, Conveyances, Assignments, Charters, Sasines, Agreements, and other Deeds and legal Instruments, of what Kind or Nature soever, with the Lands, Subjects, Property, Sums of Money, Stocks, and other Matters and Things therein contained, or thereby conveyed, which have been already taken, or executed or conceived or granted, in favour of the said Craft of Smiths and Hammermen of the Burgh of *Aberdeen*, and Members thereof, or Hammermen Trade, or the Deacons, Masters, or Boxmasters of the said Craft or Trade, or the Overseers and Managers of the Mortifications belonging to the said Craft or Trade, or the Factors of the said Mortifications or for the said Managers, or any other Person or Persons, for the Use or Behoof of the said Craft or Trade or Mortifications, or other Funds or Schemes belonging to or connected with the said Craft or 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 Craft or Trade, 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 Property and Monies, or any Part thereof, may have been taken, 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 and Deeds of Mortification or in this Act, and the same shall in future be held, possessed, managed, sold, feued, granted, conveyed, assigned, leased, released, discharged, or otherwise used and disposed of by the said Society, under the Corporate Name of "*The Aberdeen Hammermen 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 Investure or Writing or Procedure, other than this Act, and the Investure in respect of Heritage shall be held to be feudally complete, whether Sasine may have passed or not upon any Deed or Writing which otherwise would have required Sasine: 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, except so far as the said Powers are by this Act varied, altered, and extinguished.

Property  
vested in  
the Society.

III. That

*The Aberdeen Hammermen Incorporation Act, 1852.*

Society may acquire and hold Lands, &c.

Conveyances, &c. to be taken in their Corporate Name.

Dispositions, Conveyances, &c. by or on behalf of Society to be subscribed by Deacon and any Two of the Masters.

Dispositions and Conveyances to Hammermen Trade of Aberdeen ratified and confirmed.

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, 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, disposed, given, or bequeathed by any Person or Persons, or which may otherwise accrue to the said Society; and all Dispositions, Conveyances, Contracts, Obligations, and all other Writs whatsoever necessary in establishing the Title or Right of the said Society thereto shall be taken in the Corporate Name of the Society.

IV. That from and after the passing of this Act all Charters, Dispositions, and other Deeds 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 Hammermen hereby incorporated, 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 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.

V. That the whole Dispositions, Charters, Instruments of Sasine, and all other Writs, Instruments, and Deeds herein-before specified, as well as all other 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 other Properties before described, and of any other Lands and Properties, whether herein-before particularly enumerated or not, purchased and acquired by or for behoof of the said Craft of Smiths and Hammermen or Hammermen Trade of the Burgh of *Aberdeen*, or the said Mortifications thereto belonging, whether the said Dispositions, Charters, Instruments of Sasine, or other Writs, Instruments, and Deeds, have been made or granted to or in favour of the Boxmaster for the Time being of the said Hammermen Trade, and his Successors in Office, or to or in favour of the Factor for the Time being of the said Mortifications or for the Managers thereof, and his Successors in Office, or in the Name of any other Party, or in any other manner of way, shall be and the same are hereby ratified and confirmed, and shall be held as from the several  
and



*The Aberdeen Hammermen Incorporation Act, 1852.*

and respective Dates thereof to have been made or granted to or in favour of the said Craft of Smiths and Hammermen or Hammermen Trade of the Burgh of *Aberdeen*, and shall in all matters and respects be as valid and effectual, and of as great Force, Strength, or Effect, as if the said Dispositions, Charters, Sasines, and other 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 the Society hereby incorporated under their Corporate Name, all in Form and Manner as herein provided in respect to Lands, Heritages, and all Property, Heritable or Moveable, conveyed or made over to the said Society in all Time coming from and after the passing of this Act.

VI. That all Dispositions, Charters, and other Deeds and Writings made and granted before the passing of this Act by the Boxmaster for the Time being of the said Hammermen Trade, or by the Factor for the Time being of the said Mortifications belonging thereto, of the Lands and Heritages, Crofts of Land, Pieces of Ground, and others, before particularly mentioned, and generally of all Lands and Heritage, 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, as valid and effectual, and of as great Force, Strength, and Effect, as if the said Lands and Heritages, Crofts of Land, Pieces of Ground, and others, had at the said several and respective Dates been feudally and completely vested in the Boxmaster or Factor as aforesaid making and granting the said several Dispositions, Charters, and other Deeds and Writings, and shall be as valid and effectual, and of as great Force, Strength, and Effect, as if the said several Dispositions, Charters, and other Deeds and Writings 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 other Deeds or Instruments which have followed or are competent to follow on the said Dispositions, Charters, and other Deeds and Writings so made and granted by such Boxmaster or Factor as aforesaid, shall be as valid and effectual as if the said Dispositions and other Deeds and Writings by the said Boxmaster or Factor had been duly and formally made and executed at the Time and in manner herein-before described.

Dispositions,  
&c. granted  
by Box-  
masters and  
Factors of  
Hammer-  
men Trade  
ratified and  
confirmed.

VII. That the said recited Seal of Cause, and also the said recited Deeds of Mortification, and all Laws, Regulations, and Byelaws of the said Craft or Trade of Hammermen, shall stand and subsist, and

Seal of  
Cause and  
Deeds of  
Mortification  
to remain in  
force .

[*Private.*]

3 p.

have

*The Aberdeen Hammermen Incorporation Act, 1852.*

have full Force, Validity, and Effect, in their respective Articles, Clauses, Conditions, Declarations, and Provisions, except in so far as the same are or may be altered, modified, and explained by this Act.

Mortifica-  
tions taken,  
&c. in the  
Name of the  
Society.

VIII. 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, 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 the said Exception or Explanation the said First or Old Deed of Mortification, so far as the same may be held to be still subsisting, and the said Second or New Deed of Mortification, 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 shall be administered, managed, and regulated, according to the Terms and Provisions of the said Deeds of Mortification; declaring always, that all further and special Provisions which may be necessary to enable the said Mortifications 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.

IX. 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 in regard to the Mode of paying over any Funds, or keeping the Accounts under the said Mortifications, 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, or to the Law of *Scotland*, or to the true Intent and Meaning of this Act.

Short Title.

X. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression, "*The Aberdeen Hammermen Incorporation Act, 1852.*"

Interpreta-  
tion of  
Terms.

XI. 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 Smiths and Hammermen of the Burgh  
of

---

*The Aberdeen Hammermen Incorporation Act, 1852.*

---

of *Aberdeen*," "Hammermen Craft," "Hammermen Trade," "Craft," "Trade," "Craft or Trade," "The Incorporation of Hammermen," "Incorporate Free Craftsmen of the Hammermen Trade and Arts thereto belonging, Burgesses in the Town of *Aberdeen*," and all similar Expressions, shall mean the Craft of Smiths and Hammermen to whom originally the herein-before recited Seal of Cause was granted, and who are incorporated by this Act:

The "Mortifications" shall mean the Mortifications appointed and regulated by the herein-before recited Deeds of Mortification, and ratified, authorized and continued by this Act:

The "First or Old Mortification" shall signify that Mortification which was appointed or regulated by the Deed of Mortification first in Date; the "Second or New Mortification" shall signify that Mortification which was appointed or regulated by the Deed of Mortification last in Date:

The "Managers and Overseers of the Mortifications" shall mean the Managers and Overseers of the Mortifications aforesaid:

The "Deacon," "Masters," "Factor," and "Boxmaster" shall mean the Deacon, Masters, Factor, and Boxmaster for the Time being who have been or shall be respectively nominated and appointed by the aforesaid Craft of Smiths and Hammermen, or by the Society incorporated by this Act, or by the Managers and Overseers of the Mortifications aforesaid:

The Word "Member" or "Members" shall mean a Member or Members of the aforesaid Craft of Smiths and Hammermen or of the Society incorporated by this Act.

XII. That the Expenses, Costs, and Charges incident to the preparing, applying for, and obtaining this Act shall be paid and discharged out of that Portion of the Property of the said Society which may at the Time be under the Administration and Management of the Managers of the said new Mortification as aforesaid. Expenses of Act.

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

---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1852.

