



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 12.

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

[24th July 1854.]

WHEREAS the Shoemaker or Cordwainer Trade of the Burgh of *Aberdeen* have from Time immemorial, and under the Authority of the Provost, Bailies, and Council of the Burgh of *Aberdeen*, enjoyed certain Privileges and Rights as a Craft or Trade of the said Burgh, and amongst others the Right of electing a Deacon of their Trade: And whereas the Deacons of the said Craft of Shoemakers of the said Burgh, with Advice and Consent of the Members of the said Craft, made from Time to Time various Statutes and Ordinances for the Good of the said Craft, and were in the Practice of electing a Deacon at *Michaelmas* yearly, and Six Masters, including a Boxmaster or Collector, to advise and concur with the Deacon in the Management of the Affairs and Funds of the said Craft: And whereas the whole Statutes, Ordinances, and Minutes of the said Craft prior to the Year One thousand six hundred and thirty-four have been lost, mislaid, or destroyed: And whereas by the Minutes of the said Craft of Shoemakers, from the Year One thousand six hundred and forty downwards, it appears that the Practice of the said Craft has been to elect at or about *Michaelmas* yearly the said Deacon and Six Masters, including a Boxmaster, whose Duty has been to receive and disburse the Monies of the Craft, and to

[*Private.*]

The Aberdeen Shoemakers Incorporation Act, 1854.

Disposition
in favour of
Alexander
Smith, Box-
master, and
Sasine
thereon.

hold the Property belonging thereto: And whereas, by Disposition dated the Thirteenth Day of *December* One thousand six hundred and ninety-two, *James Rolland* younger of *Disblair*, for the Causes therein specified, sold, annalized, and disposed to and in favour of *Alexander Smith*, as Boxmaster of the Shoemaker Trade of the said Burgh, and his Successors in his said Office Boxmasters of the said Trade, for the Use, Utility, and Behoof of the Common Box of the said Incorporation, heritably and irredeemably, all and hail that Croft of Land called *Marywell Croft*, lying in the West Territories of the Crofts of the said Burgh, betwixt the Croft of the Heirs of the deceased Mr. *Thomas Menzies* and then of

at the South, the Croft of the Heirs of umquhile *Martin Howison* and then of on the West, the College Croft commonly called the *Pyner Nook* on the East, and the King's common Highway that goes to *Ferryhill* from the said Burgh of *Aberdeen*, on the North Parts: And whereas an Instrument of Sasine was passed on the said Disposition in favour of the said *Alexander Smith*, as Boxmaster foresaid, under the Hand of *John Moire*, Notary Public and Town Clerk of *Aberdeen*, dated and recorded in the Register of Sasines and Resignations of the Town of *Aberdeen* the Fourteenth Day of *December* One thousand six hundred and ninety-two Years: And whereas by Disposition dated the Seventh Day of *May* One thousand seven hundred and thirty-seven, *Francis Laflesh*, Merchant in *Aberdeen*, for the Causes therein specified, sold, annalized, and disposed to and in favour of *William Lockie*, Boxmaster of the Shoemaker Trade of the said Burgh, and to his Successors in the said Office Boxmasters of the said Shoemaker Trade, for the Use and Behoof of the said Trade, heritably and irredeemably, all and hail that broad Rig of Land and Yard pertaining thereto lying in the East Territories of the Burgh of *Aberdeen*, betwixt the Land of the Heirs of *Thomas Leslie* Merchant, on the North, the Lands of *Jean Chalmers*, *William Watson*, the Trades Hospital, the *King's College* of *Aberdeen*, the Heirs of *Robert Gordon*, and the Heirs of *John Munzie* on the South, the Land of the Heirs of *David Jaffray* on the East, and the Road that leads to *Old Aberdeen* on the West, as also all and hail that little House, with the Yard thereto belonging, lying on the old Windmill Brae of *Aberdeen*, betwixt the Land of *John Ronald*, Mason, at the North, the Land of the Trades Hospital at the South, the Land of the Heirs of *William Mitchell* at the West, and the *Porthill* at the East: And whereas, by Disposition dated the Seventeenth Day of *May* One thousand seven hundred and thirty-nine, *Francis Laflesh*, Merchant in *Aberdeen*, for the Causes therein specified, sold, annalized, and disposed to and in favour of *Andrew Findlater*, Boxmaster of the Shoemaker Trade of the said Burgh, and to his Successors in Office Boxmasters of the said Trade, for the Use and Behoof of the said Trade, heritably and irredeemably, all and hail that laigh House lying under the old Windmill Brae at the East Side of the *Gallowgate Head* of *Aberdeen*, with the Two Yards or Tails of Land belonging thereto, which

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Disposition
in favour of
William
Lockie, Box-
master, and
Andrew
Findlater,
Boxmaster,
and Sasine
thereon.

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some Time pertained to the deceased Mr. *William Kintore*, Advocate, thereafter to the deceased *John Menzies*, Maltster in *Aberdeen*, and purchased and acquired by the said *Francis Laflsh* from *Margaret Menzies*, his Daughter, the One of which Tailis lieth at the West of the said House on the said Windmiln Brae, and the other Taill on the East Side of the Common Way that goes to *Old Aberdeen*, over against the said House, all as therein more particularly bounded and described: And whereas an Instrument of Sasine was passed on the said Two Dispositions last above-mentioned in favour of the said *Andrew Findlater* as Boxmaster foresaid, under the Hand of *Walter Cochran*, Notary Public and Town Clerk Depute of *Aberdeen*, dated and recorded in the Register of Sasines for the Burgh of *Aberdeen* the Twenty-ninth Day of *May* One thousand seven hundred and thirty-nine Years: And whereas by Charter of Resignation dated the Thirtieth Day of *July* One thousand seven hundred and eighty-three, *William Forsyth*, Merchant in *Aberdeen*, Master of the Kirk and Bridge Works of the Burgh of *Aberdeen*, Superior of the Lands and others therein underwritten, with the Pertinents, with the special Advice and Consent of *George Auldjo*, then Treasurer of the said Burgh, for all Right and Title which he had as Treasurer foresaid to the said Lands, gave, granted, and dispoed, and by the said Charter perpetually granted and confirmed to and in favour of *Alexander Tytler*, Shoemaker in *Aberdeen*, and then Boxmaster to the Shoemaker Trade of the said Burgh, and his Successors in Office Boxmasters to the said Trade, for the Use and Behoof thereof, and their Assignees, heritably and irredeemably, all and whole that Piece of Ground being Part of the Ninth Lot of the Lands of *Gilcomston*, consisting of Five Acres One Rood and Thirty Falls, *Scots* Measure, with the House and Barn built thereon, as the same was then lately possessed by *Alexander Bannerman*, Mason in *Aberdeen*, lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*, and bounded as follows; viz., having the *Skene Road* on the South, that Part of the said Ninth Lot of *Gilcomston* sometime belonging to the deceased *James Clerk*, Gardener in *Aberdeen*, on the East, the Park or Inclosure sometime possessed by the Representatives of the deceased *Thomas Glennie* on the North, and the Eighth Lot of the said Lands of *Gilcomston* feued out and belonging to *John Dingwall*, Merchant in *Aberdeen*, on the West, together with the haill Parts, Pendicles, Privileges, and Pertinents thereto belonging, and free Access and Egress to and from the same by the Ways and Passages used and wont, with full Power, Liberty, and Privilege to the said *Alexander Tytler* and his Foresaids, and to the Tenants and Possessors of the said Lands, of an Entry and Cart Road to and from the said Piece of Ground of Twelve Feet in Breadth, along the East Dyke of the Eastmost Inclosure sometime belonging to the said *Thomas Glennie*, until it enter into the High Road which passes betwixt it and the Inclosure belonging to the Representatives of the deceased Doctor *James Forbes*, Physician in *Aberdeen*, and which High Road leads

Charter of Resignation in favour of Alexander Tytler, and Sasine thereon.

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leads along the South Marches of *Forrester Hill* to the *Stocket*, and also of the Breadth along the North-east End of that Part of the said Ground which belonged to the said deceased *James Clerk*, next to the foresaid Park sometime possessed by the Representatives of the said *Thomas Glennie*, and to pass and repass by the said Road and Entry on all Occasions with Horses, Cattle, Carts, and other Necessaries; lastly, the said *William Forsyth* bound and obliged himself and his Successors in Office, with Consent above written, to warrant the said Charter and Infestment to follow thereon, with the Piece of Ground above described from their own proper Facts and Deeds only, and to free and relieve the said *Alexander Tytler* and his Foresaids of all Tiend and Blench Duties, Ministers and Schoolmasters Stipends and Salaries, building, repairing, and upholding of Kirks and Kirkyard Dykes, Ministers Manses, School Houses, and future Augmentations, and of all Cesses, Taxations, Highway Money, and all other public Burdens whatever due and payable furth of, or that might be anywise imposed upon, the said Piece of Ground above mentioned in all Time thereafter: And whereas an Instrument of Sasine was passed on the said Charter of Resignation in favour of the said *Alexander Tytler* under the Hand of *Alexander Carnegie*, Notary Public, dated the Thirty-first Day of *July*, and recorded in the new Particular Register of Sasines, Reversions, and other Writs for the Shires of *Aberdeen* and *Kincardine*, the Eighteenth Day of *August*, both in the Year One thousand seven hundred and eighty-three: And whereas by Disposition dated the Fifteenth Day of *June* One thousand seven hundred and fifty, *John Thain*, Advocate in *Aberdeen*, for the Causes therein specified, sold, alienated, and disposed to and in favour of *William Shepherd*, Boxmaster of the said Shoemaker Trade, and to his Successors in said Office Boxmasters of the foresaid incorporate Trade, heritably and irredeemably, all and hail that Garden lying within the Burgh of *Aberdeen* on the East Side of the *Broadgate* thereof, and Brick House and Byre then lately built by the said *John Thain* thereon, with the Use and Liberty of the Draw-well that belonged to the deceased *Robert Paterson*, sometime Commissary of *Aberdeen*, thereto adjoining, all bounded in manner therein underwritten; viz., by a Hedge and Part of a Stone Dyke dividing the said Garden from a Back Yard that formerly belonged to the Representatives of the deceased *Robert Stevens*, Merchant, in *Aberdeen*, at the North, the Common Gate and Kiln Barn with a Piece of Ground enclosed with a rough Stone Dyke at the Back of the said Kiln Barn, at the East the Common Passage leading to and from the foresaid Draw-well at the West Gavel of the said Brick House, by a Causeway at the East End Dykes of the Gardens of the deceased Baillie *James Cattanach* and *John Cumine*, both Merchants in *Aberdeen*, and then to their Heirs and Creditors, to the South Entry Door of the foresaid Passage and East End Dyke of the Garden that formerly belonged to the said deceased Master *Robert Paterson*, at the West, and the common Causeway from the *Broadgate* of *Aberdeen*

to

Disposition
in favour of
*William
Shepherd*,
Boxmaster,
and Sasine
thereon.

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to the Back *Butts Closs* by the foresaid Byre, Side Dyke, and Hedge of the said *John Thain's* Garden at the South Parts thereof: And whereas an Instrument of Sasine was passed in favour of *James Hacket*, Shoemaker in *Aberdeen*, then Boxmaster of the said Shoemaker Trade, and Successor in Office to the said *William Shepherd*, on the Disposition last mentioned, under the Hand of *Alexander Carnegie*, Notary Public and conjunct Town Clerk of *Aberdeen*, dated and recorded in the Register of Sasines for the Burgh of *Aberdeen* the Fourth Day of *February* One thousand seven hundred and sixty-two Years: And whereas by Disposition dated the Eleventh Day of *December* One thousand seven hundred and eighty-six *Charles Gordon*, Advocate in *Aberdeen*, with Consent of *William Gordon*, Merchant in *Aberdeen*, for the Causes therein specified, sold, annalized, and disposed to and in favour of *Alexander Tytler*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office Boxmasters of said Trade, for the Use and Behoof thereof, and to his or their Assignees, heritably and irredeemably, all and hail that Part or Portion of the Croft of Land called *Lochfield* as the same was then lately inclosed with a Dyke and Hedge, with the hail Houses, Biggings, Parts, Pendicles, and Pertinents of the said Portion of Land and whole Timber and Hedges growing thereon pertaining to the said *Charles Gordon*, as the same is bounded in manner therein particularly specified: And whereas an Instrument of Sasine was passed on said Disposition last above mentioned in favour of the said *Alexander Tytler* as Boxmaster foresaid, under the Hand of *Alexander Carnegie*, Notary Public and Town Clerk of *Aberdeen*, dated and recorded in the Register of Sasines for the Burgh of *Aberdeen* the Sixteenth Day of *December* One thousand seven hundred and eighty-six Years: And whereas by Feu Charter dated the Ninth Day of *September* One thousand seven hundred and sixty-eight Years, *Robert Duncan* junior, Merchant in *Aberdeen*, then Master of the Kirk and Bridge Works of the said Burgh, for himself, by virtue of his Office, and conform to an Act of the Town Council of *Aberdeen* of that Date, appointing him to grant the said Charter, for the Causes and under the Conditions, Obligations, and Reservations therein specified, and *inter alia* on the Narrative that all and whole that Part of the Croft of Land called *Clay Croft of Gilcomston* and others therein-after described were exposed to public voluntary Roup and Sale by way of Feu by *John Lendrum*, formerly Master of the said Kirk and Bridge Works of *Aberdeen*, conform to and in Terms of an Act of the Town Council of *Aberdeen*, made for that Effect, dated the Fifth Day of *March* Seventeen hundred and sixty-one Years, and after several Offers being made therefor, the same was purchased by *John Dingwall*, Merchant and late Baillie of *Aberdeen*, as the highest Offerer, sold, alienated, and disposed to and in favour of the said *John Dingwall*, his Heirs and Assignees whatsoever, heritably and irredeemably, all and hail that Part of the Croft of Land called *Clay Croft of Gilcomston*, sometime possessed by the Relict of *William Simson*, Farmer, pertaining to the Master of Kirk and Bridge Works of

Disposition in favour of *Alexander Tytler*, Boxmaster, and Sasine thereon.

Feu Charter in favour of *John Dingwall* and Disposition to *John Fraser*, Boxmaster, and Sasines thereon.

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Aberdeen,

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Aberdeen, together with a small Piece of barren Ground on the North-west Side of the said Croft, then annexed thereto, which small Piece of barren Ground was thereby declared to be then and in all Time thereafter a Part and Pertinent of the said *Clay Croft of Gilcomston*, and no Part of the Commonty of the said Burgh of *Aberdeen* all bounded as follows, *videlicet*, having that Part of the said Croft then lately feued out by the Town Council of *Aberdeen* to *Andrew Thomson*, Advocate in *Aberdeen*, on the East, the public Road leading along the Side of Doctor *Forbes's* Inclosure on the North; a Road Twelve Feet broad betwixt the Feu thereby conveyed and the Land possessed by *Thomas Glennie's* Heirs, and Part of the Lands of *Gilcomston* feued out to *James Clark*, and the remaining Parts of the said *James Clark's* Feu upon the West, and that Part of the said Lands of *Gilcomston* feued out to *William Brebner*, Merchant, on the South; as the said Croft and Piece of barren Ground thereto annexed thereby described was then inclosed by the said *John Dingwall* in Terms of the Articles of Roup, which Inclosure comprehends all that was purchased by the said *John Dingwall* as aforesaid, together with the hail Parts, Pendicles, Privileges, and Pertinents thereto belonging, and free Access, Ingress, Egress, and Regress thereto, by the Ways and Passages used and wont, all lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*; moreover, the said *Robert Duncan junior*, Master of the Kirk and Bridge Works foresaid, bound and obliged him and his Successors in Office, Masters of Kirk and Bridge Works of the said Burgh of *Aberdeen*, to warrant, acquit, and defend the said Charter and Infestment following thereon, together with the Ground above described, as the same was then inclosed, with the Pertinents, to be good, valid, and effectual, and to be free, safe, and sure from all Perils, Dangers, Burdens, Incumbrances, and Inconveniences whatsoever that might anyways trouble or molest the said *John Dingwall* or his Foresaids in the peaceable Possession thereof, or in uplifting the Mails and Duties of the same in Time coming, and particularly to free and relieve the said *John Dingwall* and his Foresaids of all Feu, Tiend, and Blench Duties, Ministers and Schoolmasters Stipends and Salaries, building, repairing, and upholding of Kirk and Kirkyard Dykes, Ministers Manses, School Houses, and future Augmentations, and of all Cesses, Taxations, Highway Money, and other public Burdens whatever due and payable furth of or that might anyways be imposed upon the Lands above-mentioned in all Time thereafter, at all Hands and against all deadly as Law will: And whereas an Instrument of Sasine was passed on the last-mentioned Charter in favour of the said *John Dingwall*, under the Hand of *Walter Cochran*, Notary Public, dated the Ninth, and recorded in the Particular Register of Sasines, Reversions, and other Writs for the Sheriffdoms of *Aberdeen* and *Kincardine*, the Twelfth Days of *September* One thousand seven hundred and sixty-eight Years: And whereas by Disposition dated the Seventh Day of *May* One thousand seven hundred and ninety-five Years, *William Cruden*, Merchant in *Aberdeen*, Doctor *Arthur Dingwall Fordyce* of

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of *Culsh*, Commissary of *Aberdeen*, and *Alexander Dingwall*, Merchant there, being a Quorum of the surviving acting Trustees named by the said *John Dingwall*, sold, alienated, and disposed to and in favour of *John Fraser*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office Boxmasters of the said Trade, for the Use and Benefit thereof, all and whole the foresaid Part of the said Croft of Land called *Clay Croft of Gilcomston*, together with the said small Piece of barren Ground, all as conveyed by the said *Robert Duncan* junior to the said *John Dingwall*, as mentioned in the foresaid Charter, in favour of the said *John Dingwall* before referred to: And whereas an Instrument of Sasine was passed on the said Disposition last above-mentioned in favour of *Robert Birnie*, Boxmaster of the said Shoemaker Trade, under the Hand of *James McCook*, Notary Public, dated the Twenty-first, and recorded in the Particular Register of Sasines, Reversions, *et cetera*, kept for the Shires of *Aberdeen* and *Kincardine*, the Twenty-fourth Day of *March* One thousand seven hundred and ninety-seven Years: And whereas by Disposition dated the Fourteenth Day of *June* One thousand eight hundred and sixteen, *Charles Jamieson*, Merchant in *Inverness*, and *John Jamieson*, eldest Son of the said *Charles Jamieson*, Trustees and General Disponees of the deceased *John Jamieson*, sometime Merchant in *Aberdeen*, and the said *Charles Jamieson*, for himself, for the Causes therein specified, sold, alienated, and disposed to and in favour of *Francis Tough*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and his Successors in Office, and his or their Assignees, heritably and irredeemably, all and whole that Part of the Croft of *Hardwierd* lying on the South Side of the *Denburn*, in the West Territories of the Burgh of *Aberdeen*, bounded on the North by the Brick House, Two Stone Houses, and Toofall, disposed by *David Morice*, Advocate in *Aberdeen*, to *George Meek* and *Christian McPherson*, his Spouse, and Four Feet (at the Back thereof) of Ground for the Benefit of repairing the same also disposed to them, on the South by the *Rubislaw Road*, on the East by that Part of said Croft disposed by the said *David Morice* to *John Ross* and *William Adam*, and on the West by that Part of said Croft disposed by the said *David Morice* to *Thomas Davidson*, it being understood that the Ground so disposed is of equal Breadth both at the North and South Ends, and equal to the Length of the Three Houses and Toofall disposed by the said *David Morice* to the said *George Meek* and *Christian McPherson*, from the East Front of the Brick House to the West End of the Toofall, with free Access to the Ground so disposed by the Passage betwixt said Brick House and the House formerly occupied by *James Forbes* and *Andrew Lawson*, as also all and whole that Part of the Croft of *Hardwierd* lying in the West Territories of the Burgh of *Aberdeen*, on the South Side of the *Denburn*, bounded on the West by a Dyke dividing the Ground thereby disposed from that Part of the said Croft formerly disposed by the said *David Morice* to *John Copland*, Merchant, on the North by the *Denburn*, on the South by the *Rubislaw Road*, and on the East by a straight Line drawn

Disposition
in favour of
*Francis
Tough*, Box-
master, and
Sasine
thereon.

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Disposition
in favour of
George
Watson,
Boxmaster.

drawn from a March Stone placed on the North Bank of the *Denburn*, parallel to and in the Direction of the West Wall of a Toofall or Boil House, to another March Stone placed at the *Rubislaw Road*, at the Sight of the said *David Morice* and *Thomas Davidson*, with the Houses and Buildings erected thereon, and whole Parts, Privileges, and Pertinents of the said Pieces of Ground, which Pieces of Ground were formed into Three Parks or Inclosures, measuring in whole One Acre and Fifteen Falls, or thereby, including Dykes and Fences, as then lately surveyed by *John Innes*, Land Surveyor: And whereas an Instrument of Sasine was passed on the said Disposition last above mentioned in favour of the said *Francis Tough*, as Boxmaster foresaid, under the Hand of *William Copland*, Notary Public and Town Clerk Depute of *Aberdeen*, dated and recorded in the Register of Sasines for the Burgh of *Aberdeen*, the Tenth Day of *August* One thousand eight hundred and sixteen Years: And whereas, by Disposition dated the Twenty-seventh Day of *April* One thousand eight hundred and twenty-one, *George Innes*, Apothecary and Druggist in *Aberdeen*, for the Causes therein specified, sold, alienated, and disposed to and in favour of *George Watson*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office Boxmasters thereof, and to his or their Assignees, heritably and irredeemably, first, all and whole that Croft of Land lying in the West Territories of the Crofts of *Aberdeen*, between the Croft sometime of *William Kennedy*, then of Doctor *Fordyce*, at the South, the Croft sometime of *Thomas Menzies*, thereafter of *John Bruce* and *Robert Shinie*, at the North, the Croft sometime of *Walter Howieson*, and then of the said Doctor *Fordyce*, at the West, and the Flood-mark at the East Parts; Item, secondly, all and whole that Piece of Ground, being Part of the Croft of Land called the *Well Croft*, lying in the West Territories of the Crofts of *Aberdeen*, bounded on the East partly by another Piece of the said *Well Croft*, lately feued out by the Weaver Trade to *Francis Clerihew*, Wright in *Aberdeen*, and partly by the *Summer Road* leading to *Clayhills*, on the South by the Croft which belonged to the Tailor Trade of *Aberdeen*, on the West by the Land sometime of *Robert Pirie*, thereafter of *Patrick Milne*, and then of called the *Cuttings*, and on the North by the Croft which belonged to the Shoemaker Trade of *Aberdeen*, and which Piece of Ground consists of about Nine hundred Beds, and includes an intended Road of Eight feet wide, reserved in the Feu Right granted by the Weaver Incorporation to the said *Francis Clerihew* as an Entry to the Remainder of the said *Well Croft*; Item, thirdly, all and whole that Piece of Ground, being Part of the said *Well Croft* feued out by *John Bruce* junior from the before-designed *Francis Clerihew*, bounded by the *Summer Road* leading to *Clayhills* at the East, the Croft which belonged to the Tailor Trade of *Aberdeen*, and then to the said *George Innes* first above described, at the South, that Part of the said *Well Croft* which belonged to the Weaver Incorporation at the West, and by a Road of Eight Feet wide along the said Piece of Ground reserved for an Entry

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Entry to the Remainder of the said *Well Croft* on the North, with the Privilege of a Supply of Water to the Proprietors of the said Piece of Ground and Houses built thereon, and their Tenants, for the Use of their Families, from the Piece of Ground lately feued out by the said *Francis Clerihew* to *Robert Shinie*, Soap Manufacturer in *Aberdeen*, and of a Passage of Six Feet wide along the South Side of the said Piece of Ground feued to the said *Robert Shinie* for a Road to the Flood-mark as specified in the Charter granted to him by the said *Francis Clerihew*, together with the Dwelling Houses, Shop, and Office Houses, and whole other Buildings erected on the said Three Pieces of Ground; Item, fourthly, all and whole that Piece of Ground extending Three hundred and seventy-four Feet in Front along the South Side of a Street of Thirty Feet wide called *Marywell Street*, bounded on the West by the Piece of Ground feued to *Hugh Arthur Low*, then belonging to the Reverend *William Shand*, on the South by Ground belonging to the said *George Innes* being that second above described, on the East by the Feu of *Thomas Gordon*, and on the North by *Marywell Street*: And whereas by Disposition dated the Twentieth Day of *October* One thousand eight hundred and twenty-five, *Andrew Keith*, Shoemaker, sometime at *Causeway End*, then residing in *Aberdeen*, for the Causes therein specified, sold, alienated, and dispensed to and in favour of *James Mollison*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office, for behoof of the said Trade, and to the Assignees of the Boxmaster of the said Trade for the Time being, heritably and irredeemably, all and whole that West Corner House formerly belonging to the deceased *William Knowles*, lying in *Virginia Street* of *Aberdeen*, with a Piece of Ground on the Front or West Side thereof, as bounded and described in an Act of the Town Council of *Aberdeen*, dated the Twenty-third *October* One thousand seven hundred and sixty-seven, including some additional Ground, which was formerly subject to a Feu Duty, which was purchased by the said *William Knowles*, and conveyed to him by Disposition from the Treasurer of the Burgh of *Aberdeen*, dated the Ninth Day of *September* One thousand seven hundred and seventy-eight, declaring thereby that the Back Wall of the said House thereby dispensed should belong solely to the said House, with and under the Conditions as to building mentioned in the Writs and Title Deeds of the Premises: And whereas an Instrument of Sasine was passed on the Disposition last above mentioned in favour of the said *James Mollison* as Boxmaster foresaid, under the Hand of *William Carnegie*, Notary Public and Town Clerk of *Aberdeen*, dated and recorded in the Register of Sasines for the Burgh of *Aberdeen* the Eleventh Day of *January* One thousand eight hundred and twenty-six Years: And whereas by Disposition dated the Twelfth Day of *January* One thousand eight hundred and thirty-three, *William Tower* of *Kinaldie*, formerly Merchant in *London*, then in *Aberdeen*, *Alexander Bannerman*, Merchant in *Aberdeen*, and *William Kennedy*, Advocate there, being a Majority and Quorum of the original and assumed surviving Trustees of the deceased *Alexander Tower*

Disposition
in favour of
James Mollison,
Boxmaster,
and Sasine
thereon.

Disposition
in favour of
Alexander Clyne,
Box-
master.

[*Private.*]

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Esquire,

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Disposition
in favour of
John Fraser,
Boxmaster.

Esquire, of *Logie*, for the Causes therein specified, sold, alienated, and disposed to and in favour of *Alexander Clyne*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office Boxmasters of said Trade, for behoof of that Trade, and to the Assignees of the said *Alexander Clyne* as Boxmaster foresaid, or to the Assignees of his Successors in Office, or of the said Trade, heritably and irredeemably, all and whole that angular Part of the Lands of *Old Ferryhill*, together with the Trees growing thereon, bounded upon the East or South-east by the *Old Road* leading from the *Old Bridge* of *Old Ferryhill*, upon the West by a Road of Thirty Feet wide, leading from the Bridge lately erected over the Burn of *Ferryhill*, a few Feet Westward of the Bridge first above mentioned, to the House and Ground of Major *Basil Fisher*, and upon the North or North-east partly by the said Bridge lately erected, and partly by the Burn of *Ferryhill* between said Two Bridges, as also all and whole that other angular Piece of Ground, also Part of said Lands of *Old Ferryhill*, bounded upon the East by said Road of Thirty Feet wide, upon the South by a Continuation of the Road leading along the Back or South Side of *Dee Village* Westward, and upon the West or North-west by the Road of Sixteen Feet wide then about to be made out by the Shoemaker Trade, with free Access and Egress thereto by the Ways and Passages used and wont, all lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*: And whereas by Disposition dated the Second Day of *December* One thousand eight hundred and thirty-four, *Alexander Dingwall Fordyce*, Merchant in *Aberdeen*, for the Causes, on the Conditions, and under the Obligations therein specified, sold, alienated, and disposed to and in favour of *John Fraser*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in said Office, for behoof of the said Trade, and to his or their Assignees, heritably and irredeemably, and that as for Principal all and whole that Piece of Ground, Part of the Lands of *Ferryhill*, and then forming Part of the inclosed Ground of *Dee Village*, together also with the old Road or Lane which formed the South-eastern Boundary after-mentioned, but in so far only as the said *Alexander Dingwall Fordyce* had or could pretend Right thereto, bounded the said Piece of Ground on the East by the Road leading from *Crown Street* along the River Side to *Wellington Bridge* upon the South-east by the aforesaid Lane dividing the Ground thereby conveyed from the Ground feued by the said Trade to *George Milne*, on the South-west by a Road leading to the West Side of the *Devanha* Brewery, and on the North by a straight Line continuing the retaining Wall along the South Boundary of the said Grounds of *Dee Village* till it come to a Point in the Eastern Dyke of the Village Twenty Feet distant from the North-eastern Corner of *George Milne's* Feu, and sic like in Real Warrantice thereof, all and whole the remaining Part of that Part of the Second Lot of the Lands of *Old Ferryhill*, disposed to the said *Alexander Dingwall Fordyce* by *Arthur Dingwall Fordyce* of *Culsh*, late Commissary of *Aberdeen*, bounded on the East by the River *Dee*, on the North by the
Burn

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Burn of *Ferryhill*, on the West by the *Old Road* leading from the *Old Bridge* of *Old Ferryhill*, and on the South partly by the Ground above described in principal, and partly by a Line proceeding from the East Boundary by March Stones till it join the said Boundary on the West, as more particularly described in the Disposition granted by the said *Arthur D. Fordyce* in his Favour, with the Buildings and others erected or to be erected thereon, and that in Special and Real Warrantice and Security of the said Piece of Ground and others thereby disposed in principal and the said Disposition thereof: And whereas by Disposition dated the Nineteenth Day of *February* One thousand eight hundred and fifty-one, *William Milne*, Shoemaker in *Aberdeen*, for the Causes and under the Conditions and Declarations therein specified, alienated, disposed, conveyed, and made over to and in favour of *Alexander Scott*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and his Successors in Office, for behoof of said Trade, heritably and irredeemably, all and whole that Dwelling House in *North Street* sometime possessed by *Robert Brand* Coachmaker, and *Charles Lunan* Watchmaker, measuring Thirty Feet in Front along *North Street*, and Twenty-eight and a Half Feet backwards, being Part of the Subjects disposed in feu by *George Forbes* of *Ludmacoy*, Baker, and sometime Master of the Trades Hospital of *Aberdeen*, to the said *Robert Brand*, and conveyed by him to *Peter Farquharson* and *Alexander Crombie*, Advocates in *Aberdeen*, which Dwelling House is bounded on the South by *North Street*, on the North by a then unfinished House belonging to them, on the East by the Tenement of *Alexander Duffus*, and on the West by the Area or Entry to several other Tenements belonging to the said *Peter Farquharson* and *Alexander Crombie*, with the small Toofall at the Back of said Dwelling House, and Liberty of Access to said Dwelling House and Toofall by a Passage of Five Feet in Breadth: And whereas, by Disposition dated the Twenty-second Day of *May* One thousand eight hundred and twenty-nine Years, *William Tower* of *Kinaldie*, formerly Merchant in *London*, then in *Aberdeen*, *Alexander Bannerman*, Merchant in *Aberdeen*, and *William Kennedy* and *David Hutcheon*, Advocates in *Aberdeen*, being a Majority and Quorum of the original and assumed Trustees of the deceased *Alexander Tower* Esquire, of *Logie*, for the Causes and under the Burdens, Conditions, and Reservations therein specified, sold, alienated, and disposed to and in favour of *George Watson*, Boxmaster of the Shoemaker Trade of *Aberdeen*, and to his Successors in Office Boxmasters of the said Shoemaker Trade, for behoof of that Trade, and to the Assignees of the said *George Watson*, as Boxmaster foresaid, or to the Assignees of his Successors in Office or of the said Shoemaker Trade, heritably and irredeemably, all and whole that Part of the Lands of *Old Ferryhill*, bounded on the North-west by a proposed new Road of Sixteen Feet in Breadth, as then staked off on the Ground and partly formed, leading from the Bridge then lately erected over the Burn of *Ferryhill*, past the Mansion House of *Ferryhill*, on the West

Disposition
in favour of
*Alexander
Scott*, Box-
master.

Disposition
in favour of
*George
Watson*,
Boxmaster,
and *Sasine*
thereon.

by

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by the Road leading from the *Hardgate* to the Lands of *Pulmuir*, on the South partly by Ground belonging to the said Trustees then still unsold, and partly by the Feu formerly of *William Black*, thereafter of Major *Basil Fisher*, the said South Boundary along the said reserved Ground being a straight Line continued Westward in the Line of the said Major *Fisher's* North Boundary, and on the South-east by the Road leading from the said Major *Fisher's* House towards the fore-said Bridge; as also all and whole those other Parts of the said Lands of *Old Ferryhill* called *Gildavies Parks*, bounded on the North-west by the foresaid Road leading from Major *Basil Fisher's* House to the said Bridge, on the South by Part of the said Lands then belonging to the said Trustees, and then possessed by *Andrew Davidson*, the said South Boundary being a straight Line continued Eastward or thereby in the Line of the said Major *Fisher's* North Boundary, and on the East and North-east by the Road leading from the Houses of *Old Ferryhill* towards the said Bridge, and passing on the South-west of *Dee* Village; and lastly, all and whole that other Part of the said Lands bounded on the West by the foresaid Road leading from the Houses of *Old Ferryhill* towards the said Bridge on the North by a Road leading from the last-mentioned Road towards the River *Dee*, on the South by the Property of the *Devanha* Brewery Company, and on the East by a Road leading from the said Brewery towards the *Clay Hills* by a Bridge lately erected over the said Burn to the Eastward of *Dee* Village, together with the Liberty and Privilege of using the said Road so far as it extends along the Piece of Ground last above mentioned, and with such Rights and Privilege as the said Trustees had to the Ground lying between the Piece of Ground last above mentioned and the River *Dee*; the said Trustees farther conveyed and disposed to the said *George Watson* as Boxmaster foresaid, and his Foresaids, the Teinds of the said several Pieces of Land above-mentioned, Parsonage and Vicarage, so far only as the Master of Mortifications of *Aberdeen*, and they, as Trustees foresaid, and their Predecessors and Authors, had or might claim or pretend to have any Right to the said Teinds by Decreet of Valuation or otherwise, allenary, and no farther, together with the hail Parts, Pendicles, and universal Privileges and Pertinents of the said Pieces of Land, as well below as above Ground, with free Access and Egress thereto by the Ways and Passages used and wont, all lying within the Parish of *Old Machar* and Sheriffdom of *Aberdeen*: And whereas an Instrument of Sasine was passed on the last-mentioned Disposition in favour of the said *George Watson* as Boxmaster foresaid, under the Hand of *Adam Coutts*, Notary Public, dated the Twenty-eighth Day of *May*, and recorded in the Particular Register of Sasines kept for the Counties of *Aberdeen* and *Kincardine* the Sixteenth Day of *June*, both in the Year One thousand eight hundred and twenty-nine, which Subjects immediately above referred to as disposed to the said *George Watson* as Boxmaster foresaid and to his Successors in Office are a Part of the Lands of

Old

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Old Ferryhill originally disposed by *Peter Reid*, Merchant in *Aberdeen*, then Master of the Mortifications of the Burgh of *Aberdeen*, to and in favour of *John Auldjo*, Baker in *Aberdeen*, and *William Simson*, Merchant in *Aberdeen*, conform to Two different Charters granted in their Favour on the Twenty-ninth Day of *June* One thousand seven hundred and fifty-seven Years, and which Charters refer to Articles of Roup and Acts of the Town Council of *Aberdeen* under which the said Charters were granted, and by each of which Charters the said *Peter Reid*, as Master of Mortifications foresaid, bound and obliged him and his Successors in Office Masters of Mortification of *Aberdeen*, to warrant, acquit, and defend the said Charters and Infestments to follow thereon, together with the Pieces of Ground thereby disposed with the Pertinents, to be good, valid, and effectual, and to be free, safe, and sure from all Perils, Dangers, Burdens, Incumbrances, and Inconveniences, and Grounds of Eviction whatsoever that might anyways trouble or molest the said *John Auldjo* and *William Simson* or their Heirs and Assignees whatsoever in the peaceable Possession of the said Pieces of Ground and Pertinents thereof, or uplifting the Mails and Duties of the same thereafter, and particularly to free and relieve the said *John Auldjo* and *William Simson* and their Foresaids of all Feu, Teind, and Blench Duties, and of all Claim or Demand to or for Teinds, Parsonage or Vicarage, Drawn Teind, or any other Pretence than what is contained in the *reddendo* of the said Charters, and of all Ministers and Schoolmasters Stipends and Salaries, building, repairing, and upholding of Kirks and Kirkyard Dykes, Ministers Manses, School Houses, future Augmentations, and of all Cesses, Taxations, Supply, Highway Money, and other public Burdens whatever, due and payable furth of or that might anyways be imposed upon the Lands therein mentioned in all Time thereafter; and the said *Peter Reid*, as Master of Mortifications aforesaid, bound and obliged him and his Successors in Office to warrant the Right to the Teinds from Fact and Deed allenarly notwithstanding whereof the Obligement above referred to, whereby he and his Successors were bound to relieve the said *John Auldjo* and *William Simson* and their Foresaids of all Teind Duties as well as other public Burdens imposed or to be imposed on, the Lands disposed by said Charters, was still to remain in its full Force, Strength, and Effect: And whereas the Dispositions, Charters, Instruments of Sasine, and other Writs, Instruments, and Deeds herein-before specified, as well as all Dispositions, Charters, Instruments of Sasine, and other Writs, Instruments, and Deeds, of whatever Date or Dates the same may be, and whether herein-before particularly specified or not, of Lands and Heritages whether herein-before particularly enumerated or not, purchased and acquired by or for behoof of the said Shoemaker Trade of the Burgh of *Aberdeen*, have been made, granted, and taken to or in favour of the Boxmaster for the Time being of the said Shoemaker Trade and his Successors in Office: And whereas the Lands and Heritages acquired by or on behalf of the said Shoemaker Trade have in whole or in part been

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laid out by the said Trade in Streets, Squares, and Terraces, in the City of *Aberdeen* or Neighbourhood, or otherwise, for the Purposes of feuing or disposing for Payment of Annuities or Ground Annuals for building Areas and other Purposes: And whereas the said Lands and Heritages acquired by the said Trade, or Parts thereof, have been so feued and disposed to different Individuals, for Payment to the said Trade, or to others for their Behoof, of Feu Duties and Annuities or Ground Annuals to a large Amount, exclusive of the Rents of Ground not yet feued out or alienated by the said Trade: And whereas Feu Charters, Dispositions, and other Writs and Deeds, have been from Time to Time granted and executed by the Boxmaster for the Time being of the said Trade to and in favour of Parties who purchased, feued, and acquired Lands and Heritages from the said Trade; and the said Lands and Heritages, with the Dwelling Houses and other Buildings erected thereon, are of great Value: And whereas Parties who have so purchased, feued, and acquired Lands and Heritages from the said Trade have transferred the same to other Parties, and these again to others, and in many Cases the aforesaid Lands and Heritages have been disposed heritably in Security of Sums borrowed by the respective Proprietors thereof: And whereas Charters, Feu Dispositions, and other Deeds or Conveyances, have been from Time to Time granted by the said Shoemaker Trade, or their Boxmaster for the Time being on their Behalf, which Charters, Feu Dispositions, and other Deeds or Conveyances, have been granted in the Form and with the Conditions applicable to Feu Rights, although the Subjects so disposed or feued were held by the said Trade in Free Burgage: And whereas Charters, Precepts of Clare Constat, and other Deeds or Writs by Progress or Renewals of the Investiture in favour of Disponees and others in the said Subjects, have been granted by the said Trade, or the said Boxmaster on their Behalf, all in the Form and Manner applicable to Feu Holdings: And whereas Doubts have been raised as to the Validity of the aforesaid Deeds and Writs conveying Subjects in the Form of Feu Rights, which were acquired by the Trade in Free Burgage as aforesaid, and of the Renewal of the Investiture thereof, and as to the Validity of the Charters, Dispositions, Instruments of Sasine, and other Deeds and Writs which have followed or may follow on such Deeds and Writs granted by the Boxmaster for the Time being as aforesaid: And whereas Doubts have been raised as to the Terms and Manner in which the said Shoemaker Trade should have acquired, held, transferred, and conveyed Lands and Heritages; and as to the Validity of the Dispositions, Charters, Instruments of Sasine, and other Writs and Deeds which have been taken and obtained in favour of the Boxmaster for the Time being of the said Trade, and his Successors in Office, as well as the Feu Charters, Dispositions, and other Deeds made and granted by such Boxmaster for the Time being, and the Writs and Titles by Progress which have followed or may follow thereon; and it is expedient that all Doubts in the Matters aforesaid should be removed: And whereas it is expedient, with a view to
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the better Administration of the Property, Funds, and Affairs of the said Shoemaker Trade of the Burgh of *Aberdeen*, to incorporate the said Trade, with Power to acquire, hold, and transfer Property, heritable and moveable, and all the usual Powers and Privileges of Incorporation, to vest all Property, heritable and moveable, belonging in any Manner of Way to the said Trade, in the Society so to be incorporated, to regulate the Manner in which the said Society may acquire, hold, manage, dispoñe, and transfer Property, heritable and moveable, and to make all necessary Byelaws and Regulations for and in relation to the said Trade; 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, as follows:

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

Incorporation of Society.

II. All Property, heritable and moveable, real and personal, hitherto held or possessed by or for behoof of the said Trade, wheresoever situated, and all Bonds, Bills, Promissory Notes, Dispositions, Conveyances, Assignations, Charters, Sasines, Agreements, and other Deeds, Writs, and Instruments, of what Kind or Nature soever, with the Lands and Heritages, Property, Sums of Money, Stocks, and other Matters and Things therein contained or referred to, or thereby conveyed, which have been taken, executed, conceived, or granted in favour of the said Shoemaker Trade of the Burgh of *Aberdeen*, or the Deacons, Masters, or Boxmasters thereof, or any Person or Persons, for the Use or Behoof of the said Trade, or of any Funds or Schemes belonging to or connected with the said Trade, whether the same are held absolutely or in security, and in general all Estate and Effects heritable and moveable, belonging in any Manner of Way to the said Trade, or vested in any Person or Persons, Body or Bodies, for the Benefit of the same, and all Obligations, Rights, and Interests of every Description, heritable and moveable, real and personal, connected with the Lands and Heritages herein-before described, or contained in any of the Dispositions, Charters, Instruments of Sasine, and other Writs and Deeds herein-before recited, or in the Progress of Writs and Titles of the said Lands and Heritages, and whatever may be the Terms in which the Rights and Titles of the said Lands and Heritages, Property and Monies, or any Part thereof, may have

Property vested in the Society.

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have been granted or taken, shall be and the same are hereby transferred to and vested in the Society hereby incorporated; and the said Lands and Heritages shall in future be held, possessed, managed, sold, feued, granted, conveyed, dispoed, assigned, leased, released, or otherwise used and disposed of by the said Society, under the corporate Name of "The *Aberdeen Shoemakers Incorporation*," in the same Manner and as fully and effectually as if the whole aforesaid Deeds, Writs, Rights, and Titles had been taken, executed, conceived, made, and granted after the passing of this Act to the Society hereby incorporated under the Powers and Provisions hereof; and the Obligations, Rights, and Interests before mentioned and referred to shall be effectual and exigible, and continue in full force, the same as if granted to the Society hereby incorporated at the Date of the passing of this Act, all without the Necessity of any connecting or continuing Title, separate Investiture, Conveyance, or Procedure, other than this Act; and the Investiture in respect of all Lands and Heritages which have been hitherto held or possessed by or for behoof of the said Trade shall be held to be feudally complete in the Society hereby incorporated.

Society may acquire and hold Lands and other Property.

III. From and after the passing of this Act, the Society may by their corporate Name receive and hold all Lands and Heritages, of whatever Nature or Tenure, Monies, Stocks, Funds, Securities, and other Property, heritable or moveable, real or personal, which have been or may hereafter and from Time to Time be conveyed, dispoed, paid, given, or bequeathed by any Person or Persons, or which may otherwise accrue to the said Society; and all Charters, Dispositions, Conveyances, Contracts, Obligations, and all Writs and Deeds whatsoever to be granted or made in favour of the said Society, shall be taken in the corporate Name of the Society.

Power to Society to sell, feu, &c. Lands, &c.

IV. From and after the passing of this Act the Society may by their corporate Name sell, feu, dispoed, assign, grant, lease, and otherwise dispose of Lands and Heritages, and Property heritable and moveable; and all Charters, Dispositions, Deeds, Leases, and Writings which require to be made, granted, and executed by or on behalf of the said Society shall proceed in the corporate Name of the Society, and shall be subscribed by the Deacon and any Two of the Masters for the Time being of the said Body of Shoemakers hereby incorporated, authorized so to do by a Minute of the said Society entered in the Society's Books and signed; and all Deeds and Writings so subscribed shall be held to be the Deeds and Writings of the said Society, and shall be good, valid, and effectual as such, whether the same shall be under the Seal of the Society or not: Provided always, that, in regard to Receipts for Rents, Feu Duties, and Sums of Money, the same may be subscribed by the Boxmaster for the Time being, or by any Office Bearer of the Society specially authorized so to do at any Meeting of the Society; and any Receipt so subscribed shall be as good, valid, and effectual as the Deeds and Writings subscribed in manner herein-before provided.

V. The

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V. The whole Dispositions, Charters, Instruments of Sasine, and all Writs, Instruments, and Deeds herein-before specified, as well as all Dispositions, Charters, Instruments of Sasine, and other Writs, Instruments, and Deeds whatsoever, of whatever Date or Dates the same may be, whether herein-before particularly specified or not, of the Lands and Heritages before described, and of any other Lands and Heritages whether herein-before particularly enumerated or not, purchased, acquired, held, or possessed by or for behoof of the said Trade, made and granted to or in favour of the Boxmaster for the Time being of the said Trade, and his Successors in Office, or to or in favour of any Party for behoof of the said Trade, or of any Fund connected therewith, or in any Manner of Way, shall be held as from the several and respective Dates thereof to have been made and granted to or in favour of the said Shoemaker Trade; and the same, as well as all Charters, Dispositions, and Deeds whatsoever relating to the said Lands and Heritages, or any Part or Parts thereof, in their whole Clauses, Tenor, and Contents, made and granted by the Boxmaster for the Time being, or by or on behalf of the said Trade, in any Manner of Way, shall be held to be and at all Times to have been good and undoubted Titles, and shall not be challengeable on any Ground, and shall in all Matters and Respects be as valid and effectual, and of as great Force, Strength, and Effect, as if the said Dispositions, Charters, Sasines, Writs, Instruments, and other Deeds whatsoever had been made and granted after the passing of this Act, and under all the Powers and Provisions hereof, and as if the same had been made and granted to or by the Society hereby incorporated, under their corporate Name.

Dispositions and Conveyances to and by the Boxmaster ratified and confirmed.

VI. All Charters, Dispositions, Conveyances, and all Deeds and Writs made and granted by the Boxmaster for the Time being of the said Shoemaker Trade, of the Lands and Heritages and others before mentioned, or of any Part or Parts thereof, and generally of all Lands and Heritages belonging to the said Shoemaker Trade, 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, perfectly valid and effectual to all Intents and Purposes, and shall be of as great Force, Strength, and Effect as if the said Lands and Heritages and others had at the said several and respective Dates been feudally and completely vested in the said Boxmaster making and granting the said several Charters, Dispositions, Conveyances, Deeds, and Writs, as Trustee for the said Trade, and shall further be as valid and effectual, and of as great Force, Strength, and Effect, as if the said several Charters, Dispositions, Conveyances, Deeds, and Writs had been duly made and granted after the passing of this Act, and under the Authority, Powers, and Provisions 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 shall not be chal-

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

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lengeable on any Ground; and in like Manner all Instruments of Sasine, Dispositions, Conveyances, Charters, Precepts of Clare Constat, Bonds and Dispositions in Security, and all Deeds, Writs, and Instruments, of whatever Kind or Nature, or other Titles by Progress, which have followed or shall hereafter follow on the said Charters, Dispositions, Conveyances, Deeds, and Writs so made and granted by such Boxmaster, shall be as valid and effectual to all Intents and Purposes, and shall be of as great Force, Strength, and Effect as if the said Charters, Dispositions, Conveyances, Deeds, and Writs granted by the said Boxmaster for the Time being had been duly and lawfully made.

Feu Rights
of Burgage
Subjects
ratified and
confirmed.

VII. All Charters, Dispositions, Conveyances, Deeds, and Writs heretofore made and granted by the Boxmaster for the Time being of the said Shoemaker Trade of Lands and Heritages held by or for behoof of the said Trade in Free Burgage, and all Infestments which have followed or may follow thereon prior to the passing of this Act, shall be valid and effectual, although the same have been made and granted by way of Feu, and with and under the Conditions applicable to Feu Rights, and although the Infestments have been or may be recorded prior to the passing of this Act in the Register of Sasines for the County of *Aberdeen*, or the General Register of Sasines, and the same shall be deemed and taken to be valid Rights and Infestments from the Dates when such Charters, Dispositions, Conveyances, Deeds, and Writs were respectively granted, and such Infestments recorded; and all Feu Dispositions, Subfeus, or Dispositions and Assignations, Charters of Novodamus, Sasines, Charters of Confirmation and Adjudication, Precepts of Clare Constat, and other Writs and Titles which have followed or may follow thereon up to the Date of this Act, shall be valid and effectual from their respective Dates, or the Dates of recording the said Sasines: Provided always, as it is hereby farther provided and declared, that from and after the Date of this Act all Instruments of Sasine, or Cognition and Sasine, to be expedite, proceeding on any of the foresaid Dispositions, Charters, Precepts, or other Writs in reference to the said Lands and Heritages, and all Dispositions, Assignations, Bonds, and Dispositions in Security, and Discharges and Assignations thereof, and other Writs whatever connected with the said Lands originally held by or for behoof of the said Shoemaker Trade in Free Burgage, and feued out as aforesaid, by whomsoever the same shall be granted, shall be made and granted in the Form and Manner applicable to Property held Burgage, and the Infestments following thereon shall be recorded in the Register of Sasines for the Burgh of *Aberdeen*, and the same shall be as valid and effectual as if the said Lands had all along been held and transmitted in Free Burgage, and the said Lands themselves are hereby declared to be held in Burgage Tenure; and it shall be lawful to and incumbent on the Town Clerk of the Burgh of *Aberdeen*, from and after the passing of this Act, on Production of any Disposition or Conveyance, Bond, and Disposition in
Security,

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Security, or other Writ whatever on which Infeftment might follow in the said Subjects, to give Infeftment or Infeftments thereon, and to record the said Infeftment or Infeftments; and also to record, when so required, any such Bond and Disposition in Security, Discharge or Assignation thereof, in the Register of Sasines for the Burgh of *Aberdeen*, as if the said Subjects had all along been held in Free Burgage, and the prior Infeftments had been duly recorded in the said Register: And it is hereby farther provided and declared, that nothing in this Act contained shall affect the Reservations, Prohibitions, Conditions, Provisions, and Declarations contained in the foresaid Deeds or other Writs, or the Obligations thereby imposed in regard to Payment of the annual Considerations, or fixed or contingent Payments, thereby stipulated to be made, or which would have been exigible prior to the passing of this Act; all which Payments shall remain leviabie, and be Real Burdens, and shall be recoverable by pointing of the Ground or otherwise, notwithstanding the Change in the Form of the Tenure.

VIII. 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 or Funds connected therewith, in regard to the Mode of paying over any Funds or keeping the Accounts, and in all other respects, and from Time to Time 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 Law of *Scotland*, or to the true Intent and Meaning of this Act; and provided farther, that any such Byelaws, Rules, and Orders, and Alterations thereof, proposing to increase the Fees payable to the Funds of the said Trade or Society by Entrants, or to affect the Mode at present in use of electing the Deacon and other Office Bearers of the said Society, shall, previous to their being adopted by the Society, be submitted for Confirmation to either of the Divisions of the Court of Session in *Scotland*, and be approved of by any Two of the Judges of such Division.

Byelaws
may be
framed.

IX. In citing this Act for any Purpose whatsoever, it shall be sufficient to use the Expression, "The *Aberdeen* Shoemakers Incorporation Act, 1854."

Short Title.

X. 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,)

Interpreta-
tion Clause.

The Expressions "Craft of Shoemakers of the Burgh of *Aberdeen*,"
"Shoemaker Trade," "Craft," "Trade," "Craft or Trade,"
"Corporation"

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“Corporation of Shoemakers of the Shoemaker Trade,” “Corporation,” “Incorporated Trade,” and all similar Expressions, shall mean the Craft or Trade who are incorporated by this Act:

The “Deacon,” “Masters,” and “Boxmaster,” shall mean the Deacon, Masters, and Boxmaster for the Time being of the said Trade or Craft of Shoemakers:

The Expressions “Lands and Heritages” shall mean all Heritable Subjects, of whatever Kind, Nature, or Name, and, *inter alia*, Croft of Land, Piece of Ground, House, Garden, Yard, Tail of Land, Rig or Rigs of Land, Tenements of Land, Lots or Stance of Ground, Lots of the Town and Lands, Lot or Area of Ground, Park and Inclosure:

The Word “Writ” shall include all other Deeds, Instruments, and Writings whatsoever, not specially mentioned in this Act, whereby the Right to Heritable Property, whether absolutely or in Security, in Fee or in Liferent, is or may be constituted, renewed, transferred, or extinguished.

Expenses of Act.

XI. The Expenses, Costs, and Charges incident to the preparing, applying for, and obtaining this Act shall be paid and discharged out of the Funds of the said Society.

Act not to be a Public Act.

XII. 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen’s most Excellent Majesty. 1854.