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THE
CONSTITUTION, RULES, AND HISTORY

OF

THE ROYAL INCORPORATION

OF

HUTCHESONS' HOSPITAL,

IN THE

CITY OF GLASGOW,

FOUNDED, 1639—CHARTERED, 1821, .

BEING CHIEFLY A REPRINT OF THE HISTORY, &c., PUBLISHED IN 1800, CORRECTED AND
CONTINUED TILL THIS TIME.

O blest testators! whose co-heirs shall be
Weak tott'ring age and helpless infancy.

GLASGOW:
PRINTED BY FRANCIS ORR AND SONS.
1850.

The General Meeting approving of the Abstract Rules and Regulations, which will be found at page 73, took place on the 16th of October, 1850.

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INTRODUCTION.

HUTCHESONS' HOSPITAL, or as it is legally styled, "THE ROYAL INCORPORATION OF HUTCHESONS' HOSPITAL, IN THE CITY OF GLASGOW," was founded by George Hutcheson of Lambhill, for the relief of the aged; but as regards the education of the young, his brother Thomas was the founder.

In submitting a series of all the Mortifications and the Rules of the Incorporation, the documents by the Hutchesons, as printed in the appendix to the History published in 1800, of course, form the first. Next to these is placed as the most important document relating to the constitution—the Royal Charter—erecting the Patrons into one regular body corporate,—obviating the discrepancies alluded to in the history published in 1800, as existing between the deeds of Thomas and of George as to the patronage, and granting the present title and various important privileges. Then follow in the order of dates, the various Grants by other parties.

The Rules are next printed according to the abstract approved by the patrons; but the minutes connected with the disputed points of the patronage, set at rest by the Charter, are of

course omitted. Every thing else still of importance in the publication of 1800 is included in the present, some few former inaccuracies being corrected.



PLAN OF THE
BARONY OF CORBALS,
 SHEWING THE PROPERTIES OF THE
CITY OF GLASGOW,
 THE ROYAL INCORPORATION OF
HUTCHESONS' HOSPITAL,
 AND THE
TRADES HOUSE OF GLASGOW.
1850.

Glasgow & Leam, Lithographers: 56 Buchanan Street.

City of Glasgow *tinged Blue*
Hutchesons' Hospital *Red*
Do Do *tinged Yellow*
Trades House of Glasgow *Green*
Brig-end with the other and jons
before division of Barony *Orange*

CONSTITUTION, &c.

[No. I.]

MORTIFICATIONS BY GEORGE HUTCHESONE
AND THOMAS HUTCHESONE, *Dated 16th December, 1639, and 14th July, 1641—Registered as Probative Writs in the Books of Council and Session, 30th August, 1793.*

I, GEORGE HUTCHESONE of Lambhill, having respect to the glorie and worship of God, and comand given in his word of trewth, to be benefieciall to the poore, and quhat is done to thame in his Hienes' name is done to himself, Have dotit, anexit, mortifeit and disponit the tenement of land following, conqueist and acquiret be me fra John Russill merehand, and John Sym traviller, liand on y^e north side of y^e Hie-streitt, bewest y^e auld west port of this burgh, baith bak and foir, with yaird and hail pertinentis y^rof, the tenement of umq^{le}. Patriek Bell elder on the eist, the lands of _____ on the west, the lands of Lonerofft on the north, and the Hie-streitt on the south, to be edifiet and maid ane perfyte hospitall, for intertenement of the poore, aiget, deerippet men to be plaed thairinto; for intertenement of quhome I have assignit and disponit twentie thousand merkis of princeipall soum, to the effect y^e anuel rent y^rof may be bestowed on the said aiget deerippet men within the said hospital, sua mony as the same anuel rent may affourd:

ilke ane of the saids aiget deerippet men, having for their intertenment foure shillingis Seottis money, ilk day, and ilk yeir ane gowne of convenient eullor, with elding suffieient, in the said hospitall, somer and wonter, for y^r. convenient residence thairintill: and for bigging of the said hospitall in comlie maner, I think it expedient that sua meikle of the anuell of the principall be upliftit for ane yeir or ma yeirs, as may outred and decoir the same hospitall, in perfyte forme, be the sight of the patrones y^r.of following, that y^r.after the saids aiget deerippet men may be enterit and placet y^r.in: Q^{lk}. soum of twentie thousand merkis mo^{ey}. is addebtit and awand to me, be y^c. nobil and hono^{le}. persones following, viz^t. be an nobil Earle, James Earle of Abereorne, and his brother the umq^{le}. Lord of Strathband, and thair cau'nairs, nyne thousand merkis mo^{ey}.; be an nobil Earle, John Earle of Wigtoun, and his L. cautionaris, nyne thousand merkis; be Robert Fergushill of that ilk, and his cau'nairs, twa thousand merkis mo^{ey}.; in and to the bandes maid in my favours, of the saidis principall soumes and anuel rentis y^r.of, furth and fra the terme of Whitsunday Javj and fourtie yeirs, in all tyme y^r.after, q^{ll}. repayment of the samen principall soumes. I have maid and constitute, and be thir presentis, mak and constitute the patrones of the said hospitall following, my assigns; with power to thame and y^r. successors in y^r. offices, to uplift the anuel rentis of the said principal soumes, furth and fra the terme above written, q^{ll}. repayment of the same principall soumes, and als to uptak the principall soumes, as they happin to be payet, and to gif discharges y^r.on, and of new to bestow the same for anuel rent as ample, in all respectis, as I nicht haive done myself, alsweill for anuel rent, principall, penalty. or ony uther maner of way q^t. somever, resulting or may result on the said bandis, in any sort; I have maid and constitute the Provost, Bailleis, Dean of Gyld, Deacen Convener, and the ordinar Ministers of Glasgow, Patrones of the said hospitall,

and thair successors in y^r. offices, in all tyme heirefter, requeisting thame to see the Fundators will be accomplesed, and to tak the said office in and upon thaim, and to discharge thaire dewtie thairintill, as they will answer to God. This mortification and benefite of fundation, is for old aiget decrippit men, of the aige above fiftie yeirs, quha hes been honest of lyfe and conversatioun, and ar knawin destitute of all help and support, the tyme of y^r. entry in the said hospital, being merchands, craftismen, or ony uther tred, without distinctioun. The twentie thousand merkis will affourd, of yeirly anuel rent, saxteen hundredreth merkis, q^r.of, gif thair be ellevin aiget men placet in the said hospitall, aucht hundredreth pundis of the said anuel rent, be me allotit to thaim, will mak ilk ane of thaim foure schillingis ilk day, and the foure hundredreth merkis, to compleit the full anuel rent, to be bestowed on thair claiths and elding, for thair better intertenement. It is necessary that ane of the number, hawing knowlege to reid, sall reid the prayairs morning and ewyning, besyde thair resort to the comoun prayairs and preiching in the Laich Tronegait Kirk. Writtin and subscrivin be me, at Glasgow, the XVI. day of December, 1639 years.

(Signed) GEORGE HUTCHESONE.

BE IT KEND till all men, be thir present letters, me, MR. THOMAS HUTCHESONNE of Lambhill, FOR SA MEIKLE AS, umq^{le}. George Hutcheson of Lambhill, my brother be verteu of his letter of mortificatioun above-writtin, did mortifie and doit the soume of twentie thousand merkis money, to be bestowit upon the intertenyment of ellevin poore aigit men, specifyet thairintill, in that hospitall now buildane within the citie of Glasgow, callit Hutcheson's hospitall, in manner conteint in the said mortification: AND NOW, for

the better help and supplie of the saidis ellevin foundit persounes within the samen, Wit ye me, to haif ciket, doittit and mortificit, as I, for myself, and as brother and air, dewlie servit and retourit, to the said umq^{le}. George, be the tennor heirof, eik, doitt and mortifie, to the said mortificatioun, the soume, of _____, addebtit and awand to me, pairtlie to myself, and pairtlie to me as brother and air foresaid, be the persounes underwritten, and their cautionaris, conforme to thair particular bandis, granted thairanent, viz. — Lennox, elder of Woodheid, and his cautionaris, fyve hundred merk money principall soume; be — Gemmill of Ruchwood, and his cautionaris, ane thousand merk money; be Robert Fork Notar in Paisley, and his cautionaris, ane thousand merk money principall soume; be Agnes Hamiltoun, now Lady Galstoun, and her cautionaris, ane thousand pundis money principall soume; be Peter Cwmyng, merchand in Glasgow, and his cautionaris, ane thousand merk money principall soume; be Hew Lord Montgomerie, and his cautionaris, conform to thair band maid to myself, tua thousand merk money principall soume; be Williame Stewart, elder, merchand in Glasgow, and his cautionaris, ane thousand merk principall soume; be Williame Stewart, younger, merchand thair, and his cautionaris, ane thousand merk principall soume; be — Lennox, younger, of Woodheid, and his cautionaris, fyve hundred merk principall soume; be William Stewart of Ambersmoir, and his cautionaris, ane thousand merk principall soume: in and to the quhilk bandis, principall soumes above-written, y^r.in, containt, penalties obleist, y^r.with, and all bypast annual rentis of the same, resting, awand, unpayit, and, in tyme cuming, hail tennor and contentis of the saidis bandis, with all that hes followit or may follow thairupon, I, by the tennor hereof, mak and constitute, the Proveist, Baillics and Counsal of the said burgh of Glasgow, and thair successoures in office, as patrounes of the said hospitall, my undoubtit cessiounaris and assignayis

thairunto, with power to thame, as patrounes foirsaid, to uplift and receive the foirnameit soumes, principalls, penalties, and all bypast anuel rentis of the same, resting unpayit, and in tyme coming, to the weill and behuif, of the saidis foundit persounes, and to call and persew thairfoir, obtain decreittis y^r-upon, and put the same into executioun, give discharges thairupon, and to lend furth or bestow the samyn upon the cheappest and best halden arabill landis they can gett to buy thairwith, neir to the said burgh, and to do all uther thingis necessar concerning the samyn, for securing thameselffis in the saids soumes, as I my^t haif done myself befor the maiking heirof; and obleistis me and my aires, to warrand this assignatioun to the saidis patrounes, and thair foirsaidis, and to delyver to thame the foirsaidis particular bandis of the soumes of money above-writtin, to the effect above-mentionat. In witness q^r-of, thir presentis, writtin be Williame Weymes, Notar in Glasgow, and subscriyvit be me, at Glasgow, the fourtein day of July, Javj. and fourtie one zeirs, before thir witnessis, Mr. John Herbertsone, Williame Zair, and the said Williame Weymes, Notaris in Glasgow.

(Signed) T. HUTCHESONE, wth my hand.

Mr. J. Herbertsone, witnes—W. Zair, witnes—Williame Weymes, witnes.

[No. II.]

CONTRACT *betwixt the Provost, Baillies and Council of Glasgow, and Mr. Thomas Hutchesone, anent umq^{le}. George Hutchesone his Mortificatioun, dated 27th June, 1640.—Registered in the Books of Council and Session, 30th August, 1793.*

At Glasgow, the twentie-sevint day of Jun, the
zeir of God, Jaivj. & fourties zeiris.

IT is appointit, aggreit and finallie endit, betwix the persounes, pairties following, to witt, Gabriel Cunynghame, Proveist, Johne Andersone, George Porterfield and Ritchart Allane, Baillies, Walter Stirling, Deane of Gild, Niniane Gilhagie, Deacen Convener, of the burgh of Glasgow, and ordinar Ministers thairof, patrounes of the hospital efter spect^r on the ane pairt, and Mr. Thomas Hutchesone of Lambhill, brother and air, dewlie servit and retourit air, to umq^{le}. George Hutchesone of Lambhill, on the uther pairt, in manner, forme and effect following, that is to say, for sa meikle as, the said umq^{le}. George, be his l^{res}. of mortificatioun, writtin and sub-scryvit, with his awin hand, of the dait, at Glasgow, the sax-tein day of Decembar, the zeir of God Jaivj. and threttie nyne zeiris, doittet, annexit, mortifiet and dispoit the tenement of land following, conquest and acquirit be him, fre umq^{le}. Johne Russell, merchand, and Andrew Syme, traveller, burgesses of Glasgow, lyand on the north syed of the Hie-streett, bewest the auld west poirt of the burgh, baith bak and foir, with yaird and hail pertinentis thairof, the tenement of umq^{le}. Patrick Bell, elder, on the cast, the landis of _____ on the west, the landis of Langeroft on the north, and the Hie-streett on the south, to be edificet and made ane perfytt hospitall for the enterteaning of poor aigit decayit men, abune fyftie

zeiris, quha hes been honest in lyfe and conversatioun, quha ar knowin destitute of all help and support, in the tyme of thair enterie to the said hospitall, being merchandis, craftismen, or ony uther calling without distinctoun, and als monie to be put thairin as the anuel rent after spec^t of the principall soumes after mentionnat, will affuird, ilk ane of the saidis aigit persounes interteinit thairin, to haif for thair interteinment four shillingis ilk day, and ilk ane new gown of claith, of convenient cullour, with elding sufficient for somer and wonter, for thair better recidence thairintill; and, for thair interteinment, hes assignit and disponit twentie thowsand merkis money, principall soume, to the effect the samye may be still lent out for profit, and the anuel rent y^rof, may be bestowit for entertenyng of the saidis persounes, to be placit in the said hospitall, quhill principall soume is addebtit and awand to him, be the noble and potent Earles and Gentilmen, after nameit, be their Bandis and obligatiounes after mentionat, viz. the soume of fyve thousand merkis money principall soume, addebtit be ane noble Earle, Johne Earle of Wigtoone, Lord Flemying and Cumernald, &c. as principall, Johne Lord Flemying, his sone, John Gartshoir of that ilk, Johne Kinkaid of Auchinreoch, as cautionaris and soverties for the said noble Earle, quhill is heretabellie conceavit for payment thairof, ane zeirlic anuel rent of fyve hundreth merkis money, to be payit, be the said noble Earle and his airis, to the said George and his aires, quhill the repayment of the said principall soume, as the same of the dait at Glasgow and Kirkintilloch, the twentie and twenticane dayes of November, the zeir of God Jaivj. and threttie-twa zeiris, at lenth beiris. The soume of four thousand merkis money principall soume, addebtit and awand to the said umq^{le}. George, be the said noble Earle, John Earle of Wigton, Lord Flemying and Cumernald, &c. as principall, William Stark of Auchinstarie, Williame Flemying of Overcroy, James Stark fear of Auchinvoill, Patrick Flemying of Carbraine, Johne Gart-

shoir of that ilk, and Patrick Flemying of Balloch, cautionaris and soverties for the said noble Earle, quhilk is lykewayes here'llie conceavit for payment thairof, ane zeirlic anuel rent of four hundreth merkis money, to be payit be the said noble Earle and his aires, to the said umq^{le}. George and his aires, quhill repayment of the said principall soume, as the said band of the daitt at Glasgow, Cumernald and Edinburgh, re'xive, the twentie-fyve, twentie-sevin and twentie-aught dayes of May, the zeir of God Jaivj. and twentie-sax zeiris, lykwayes at lenth beiris. The soume of four thousand merkis money prin'll soume, addebtit to the said umq^{le}. George, be ane noble and potent Earle, James Earle of Abercorn, Lord Paislay and Kilpatrick, &c. as principall, Claud Hamiltoun of Strathband, brother to the said noble Earle, John Wallace of Ferguslie, Andrew Stirling of Law, and Archibald Dumbar of Mayneholme as cautionaris and soverties for the said noble Earle, quhilk is here'llie conceavit for payment thairof, four hundreth merkis money, to be payit be the said noble Earle and his aires, to the said umq^{le}. George and his aires, quhill repayment of the said principall soume, as the band maid thairupoun, of the daitt at the Place of Paislay, the twenty-four day of September, the zeir of God Jaivj. and threttie-twa zeiris, at length beiris. The soume of fyve thousand merkis money principall soume, addebtit be the said Claud Hamilton of Strathband as principall, William Cunynghame of Craigans, William Wallace of Johnestoune, Robert Pollock of that ilk, Gawane Hamiltoune of Raploch, John Hamilton of Orbestoune, and John Wallace of Ferguslie, as cautionaries and soverties for the said Claud Hamiltoun, quhilk is here'llie conceavit for payment thairof, fyve hundreth merkis money, to be payit be the said Claud Hamiltoun and his aires, to the said umq^{le}. George and his aires, quhill repayment of the said principall soume, conform to thair band, as the samyen band of the daitt at Glasgow, the saxt day of June, first day of July, and fyft day of August, the zeir of

God Jaivj. and threttie-ane zeiris, at lenth beiris; and the soume of twa thousand merkis money, restand awand of the soume of thrie thousand merkis money prin'll soume, addebtit to the said George, be Robert Fergushill of that ilk as principal, Alex^r. Porterfield of that ilk, Johne Crawford of Crawfordland, Robert Hamiltoun of Torence, and Robert Hamiltoun of Aikinheid, as cautionaris and soverties for the said Robert Fergushill of that ilk, quhilk is lykewayes here'llie conceavit for the zeirlic payment of aught scoir pundis money to be payit be the said Robert Fergushill of that ilk and his aires, to the said umq^{le}. George and his aires, quhill repayment of the said principall soume, conforme to thair band, quhilk is of the daitt, at Paisley, the aughtein day of December, the zeir of God Jaivj. and threttie-sevin zeiris, as the samyen at lenth beiris; quhairfore aught scoir merkis money of the said anuel rent is zeirlic dew, for the said principall soume restand awand unpayit; quhilkis hail principall soumes, re'xive abune spec^t, extendis, in hail, to the soume of twentie thousand merkis money, left be the said fundator, to be lent furth for anuel rent perpetuallie, in all tyme cuming, for interteinment of the said pour aigit men, to be placit thairintill. Lykeas, the said umq^{le}. George, be his said fundatioun hes maid and constitute, the saidis Proveist, Baillies, Dean of Gild, Deakin Conveiner, and Ministeris of the said burgh and thair successours in office, his undoubted patrones, of the said hospitall to be buildit as said is, and hes maid and constitute thame his undoubtit cessiounaris and assignayes, in and to the foirsaidis bandis and obligatiounes abune spec^t principall soumes conteint thairintill, extending to twentie thousand merkis money restand awand unpayit, zeirlic anuel rent thairof, in tyme cuming, and penalties conteint in the saidis bandis, and the foirsaid hail principall soume to be still employit be the saidis patrones, for the said zeirlic anuel rent, to intertein the said pur men, to be placit in the said hospitall, zeirlic and perpetuallie in all

tyme heirafter, and hes ordainit ane or mae zeiris anuel rent of the said haill principall soume, for building the fabrik of the said hospitall, in maist cumlic and decent forme, as the saidis patrounes thinkis fitt and convenient, with all diligence possible, as the said letter of fundatioun and donatioun at mair lenth proportis. Quhilk fundatioun being considerit be the saidis patrounes, and fund ane worthie work, tending to Godis glorie, and weill of the puir to be intertenyit in the said hospitall; thairfore the saidis Proveist, Baillies, Deane of Gild, Deakin Conveiner and Ministeris of the said burgh, hes not only acceptit the said patrounage of the said hospitall, in and upoun thame, uplifting and outputting of the said principall soume, and zeirlic anuel rent thair of, to be employit for intertenyment of swa monie puir men as it will affuird, conforme to the said fundators will, zeirlic, and als building of the said hospitall, in manner as said is; but lykways, they, be the tenur heirof, faithfullie bindis and obleisses thame, and thair successours in office, to the said Mr. Thomas, brother and air to the said umq^{le}. George, his aires and successours that they sall, with all diligence possible, stryve and endeavour to gett up the anuel rents of the said principall soumes, fra the persounes abune mentionat, addebtit thairin, and to enter workmen and craftsmen to the building of the said hospitall, and to uttred the same with all diligence possible, and thairefter to place swa monie puir auld men, as the anuel rent abune spec^t. will intertein, conforme to the fundatoris will and intention abune exprest, and that they sall not suffer the plaices in the said hospital vaik, bot swa sune as ony of thais placit thairintill happenes to deceis, to present and plaice ane uther in thair rowme, perpetuallie in all time cuming, and that they prefer ony puir aigit man, of the qualitie foirsaid, beand of the name of Hutchesoune, to ony uther in the said hospitall, for the respect they carrie to the said fundatour, and bindis and obleissis thame, and thair successours in office, to fulfill the said umq^{le}. George, fundat^r. foirsaid, his will and declaratioun

thairintill, in all pointis, to thair power, and leive nathing undone that may furder and perfyte the said work. For the quhilkis causes, the said Mr. Thomas, as brother and air foirsaid, hes ratifiet and approvin, and, be the tennor heirof, ratifies and approves the foirsaid fundatioun and mortifieatioun of the said hospitall, patrounage thereof, and the fundatores hail will and mynd declairit thairanent, togidder with assignatioun maid anent the foirsaid hail her^{le} bandis and soumes of money abune spee^t conteint thairintill, with all that hes followit, or may follow thairupon, to be employit in forme and maner abune mentionat; and farder, for thair gritter securitie thairof, the said Mr. Thomas, as brother and air foirsaid, hes made and eonstitut, and, be the tenor heirof, makis, constitutis and ordainis the saidis patrounes, and their successoures in offee, to the weill of the pur people to be plaicit in the said hospitall, to be buildit, as said is, his verie lawful, undoubtit eessiounaries and assignayis, *veluti in rem suam*, in and to the foirsaid principall soume of twentie thousand merkis money, restand awand unpayit to the defunct, be the persounes abune spee^t bandis maid to him and his aires be thame thairupon, penalties for not payment of the saidis soumes conteint thairin, and in and to the hail byrune anuel rentis of the foirsaid hail principall soume restand awand unpayit preeiding the daitt heirof, hail remanent heidis and clauses conteint in the said bandis, with all that hes followit or may follow thairupon; quhilk byrune anuel rentis, the said Mr. Thomas hes frilie giftit to thame, as patrounes foirsaidis, to be employit be thame, for building the said hospitall and deeoiring of the said work, with full power to the saidis patrounes, and thair foirsaidis, to intromitt with, uplift and receive the hail byrune annuellis of the saidis principall soumes, restand, awand, unpayit be the persounes abune mentionat addebtit thairin, and to employ the samyen imediatic upon the building of the said hospitall; and siklyk to uplift the samyen anuel rentis zeirlic and termlic, in all tyme

cuming, and to employ the samyem for intertenyment of the puir to be placit in the said hospitall, and, gif neid be, to chaarge and persew thairfoir, and to give dischairges on the ressaith thairof, zeirlic and termlie, in tyme coming, siklyk and also frilie as the said umq^{le}. George, or the said Mr. Thomas my^t. haif done thameselfis befor the daitt of thir p^{'ntis}; as lykwayes, also aft as neid beis, with power to thame to uplift the saidis principall soumes, fra the saidis debtours, or ony of thame, and to employ the samyem of new againe, upoun new her^l. securitie, or sufficient bandis, for zeirlic anuel rent agreeabill with the lawes of this kingdome, and to employ the anuel rent thairof zeirlic, for intertenyment of the puir, to be placit in the said hospitall, conforme to the said fundatioun, and to that effect, gif neid be, to cause reg^{'rat} the saidis bandis or ony of thame, raiss and cause execute all l^{'res.} and execu^{lis.} neidful agains the principallis and cautionaris thairupoun, and the samyem to dew executioun, cause be put, and to give to thame, or ony utheris quhome it effeiris, dischairges on the ressaith of the saidis soumes thairin obliest bandis abune spec^t. and hail heidis y^r.in conteint, also amplie, and in the lyk forme as the said Mr. Thomas, as brother and air foirsaid, my^t. haif done himself befor the making heirof: quhilk ratificatioun and assignatioun abune spec^t. the said Mr. Thomas obleissis him and his foirsaidis to warrand to the saidis patrounes and thair foirsaidis, at all handis and againe all deidlie, for his awin propper fact and deid allanerlie, to witt, that he hes not done at na tyme bygane, nor sall not do in tyme cuming, ony fact or deed in hurt and predujice heirof, in ony soirt, and hes instantlie delyverit to thame the foirsaid letter of fundatioun and mortificatioun foirs^d. the saidis fyve here^{lle}. bandis, of the daittis and contentis abune mentiounat, to be placit and kept be thame in the townes charter kist in all tyme cuming. Lykas they sall cause reg^{'rat} and insert the said letter of fundatioun and mortificatioun. be ordinance of thair counsall, in thair counsall buik, and caus

extract the samyēn, and give the just double thair of to the said Mr. Thomas, subscrivit be the saidis patrounes and Town Clerk of the said burgh, to be kept be him and his aires: and farder the said Mr. Thomas haifing guid mind and will that the said hospitall be biggit lairdge and in ane comlie forme, he hais doittit, mortifiet, annexit and disponit, and, be the tennour heirof dottis, mortifies, annexis and dispones to the foirsaidis patrounes and thair successoures in office, to the weill and behuif of the puir, to be intertenyt in the said hospitall, and for thair habitatioun, all and hail, ane borne and borne zaird, lyand hard next adjacent to the westir gavill of the said house quhair the said hospitall is to be buildit, boundit betwixt the landis of Mr. Henric Gibsone on the west, the Langcroft on the north, and the Kingis hie-streitt on the south partis, and for thair better securitie thair of to be employit to the effect abune mentionat, the said Mr. Thomas obleissis him and his foirsaidis to infest and sease thame and thair foirsaidis, in the said borne mortifiet tenement and zaird adjacent thairunto and that with his awin hand, to be possest be thame and thair successoures patrounes thair of, for the habitatioun, weill and use of the puir perpetuallie, in all tyme cuming; provyding alwayes he be na farder obleist in warrandice thair of, but for his awin proper fact and deid allanerlie, and because the saidis patrounes hes power to uplift the foirsaid principall soume of twentie thousand merkis money, as the samyēn happines to be gottin in; thairfoir, they bind and obleiss y^m and thair successoures in office, to the said Mr. Thomas and his foirsaidis, that they sall employ the samyēn of new againe, upoun land or uther here^{ll} securitie, for payment of zeirlic anuel rent, agreeable with the lawis of the realme, to be employit for the sustentatioun of the puir, to be intertenyt in the said hospitall, zeirlic and perpetuallie, in all tyme cuming, and that they be nowayes defraudit thair of. Lykas, the saidis

patrounes obleisses thame and thair foirsaidis, to mak choiss of ony honest man, and ane ordinar Counsallour of the said burgh, to be collectour to the said hospitall, anent the uplifting of the anuel rentis and dewties belonging thairunto, quha sall be found obleist to thame, in making compt. rekining and payment of his intromissioun y^r-with, zeirly and termlie, as they sall be requyrit; and quhen the said collectour happines to decciss, or to be displacit they obleis thame and thair foirsaidis to plaice ane uther honest man in his plaice, of the qualitie foirsaid, quha sall be comptable to thame, in maner abune written; quhilk collectour sall be choisin zeirly in counsall, be advyse and consent of the saidis patrounes and counsall of the said burgh, and to quhome he sall mak compt zeirly in counsall of his intromissioun with the hospitall rent, and how the samyen is disbursit; provyding expresslie, the saidis patrounes be ne farder burdenit anent the saidis principall sounes and zeirly anuel rent y^r-of, but allanerly to do thair exact diligence in law to keip and retein the samyen, for mentineince of the pair to be placit in the said hospitall, in all tyme cuming. And for the mair securitie, the saidis pairties ar content, and consentis thir presentis be insert and reg^rat in the buiks of Counsall, Commissaris buiks of Glasgow, or Burrow Court buiks of the samyen, either of thair decrettis and auc^ties. to be interponit heirto, with L^{res.} and execu^{lis.} of horning, on ane single charge of sax dayis pointing and warding to pas heirupoun; and to this effect constitutis

thair pro^{ris.} conjunctlie and severallie, *promitten de rata.* IN WITNES QUHAIROF, thir pⁿtis ar written be William Weymes, Notar, serviter to the said Mr. Thomas Hutchesoune, and daittit be Mr. Johne Hutchesoune, Town Clerk of Glasgow, and subseryvit be the saidis pairties, as followis, at day, zeir and plaice foirsaidis, befor thir witnesses, the said Mr. Johne

Hutchesoune, William Zair, his servitour, the said Will^m Weymes, and James Sandaris, residder in Glasgow.

(Signed) GA. CONYNGHAM.
 JO. ANDERSON.
 RICHARD ALLANE.
 T. HUTCHESOUNE.
 NINIANE GILHAGIE.

W. Zair, witnes—William Weymes, witness—Jas. Sanders, witness.

[No. III.]

MORTIFICATION BY THOMAS HUTCHESONE,
*Dated 9th March and 3d July, 1641.—Registered as a
 Probative Writ in the Books of Council and Session, 30th
 August, 1793.*

BE IT KEND till all men, be thir p^{nt} Pres. me MR. THOMAS HUTCHESOUNE of Lambhill, For sa meikle as thair is command given us in the word of God, to be charitable to the poore, being assured that quhat is done to thame heir on earth, in Godis name, is halden as done to himself; as lykwayes following the pious and memorabill example of my worthie predieessour, umq^{le}. George Hutchesoune of Lambhill, my brother, quho, under God, was the funtane from quhome my meanes and estaitt did flow, and for the great zeall, respect and regaird I haif to the advancement of the glorie of God, weill, help and supplie of the poore, hopping that God will performe toward me his gracious promeis, contenit in his saereid word, maid to all thais quho provis charitable to the poore, Thairfoir to haif dottit, annexit, mortifiet and disponit,

as I, be thir p'ntis, dott, annex, mortifies and disponis the borne aequyred be me fra _____ lyand without the west poirt of the burgh of Glasgow, upoun the west end of that tenement of land thair mortifiet be my said umq^{le}. brother, for the use of ane hospitall, togidder with the soumes of money efter sp'iet, To be buildit up togidder in ane hail econtinuat work, with the same hospitall, and nevertheles to be maid ane commodious and distink houss be itself, for educatting and harbouring of the foundit persounes efter sp'iet, viz^t. Tuelf maill children, indigent orphanes, or utheres of the lyk conditioun and qualitie, in meitt, drink, elothis, elding and uther necessaris as beemes, with ane maister to teah, lairne, instruct and oversie thame, and _____ weimen to mak thair meitt reddie, wash thair clothis, and to keip thame and the houss cleanlie, and exerce all uther serveill thingis thairin, and all of thame to be intertenyed in the houss, and the tuelf boyis to be furnisheit in the foirsaidis hail necessaris, with bukis, paper, pennis, ink, and uther thingis neidfull, at the discretioun of the patrounes under-writtin, and utheris to be appointit be thame, and the said maister quho instructis thame, and the saidis weimen, to be eletit and chosine be the patrounes, and he to haif for his pensioun zeirlie, by and besyid his intertenyment in the houss, the soume of _____ and the saidis _____ weimen to haif of free zeirlie, besyid thair intertenyment, in the houss, viz^t. the first and cheif of thaim, the soume of _____ and the uther the soume of _____ Becaus I will not that any of the saidis foundit children be imployit in the service of the houss, quhairby they may be divertit from thair lairning, upoun pretext of necessitie or conveniencie quhatsumever; quhilk tuelf orphanes or utheres of the lyk eonditioun and indigencie, sal be all burgessis sones of the burgh of Glasgow, quho ather wantis parentis, or quhose parentis ar not hable to susteane thame; and gif ony sal be of the name of Hutchesounc

or Harbertsoune, of that qualitie, and sall desyre the benefiet of this fundatioun, to be preferit befor utharis, thairintill; the aige of the saidis orphanes and utheris foirsaidis, at thair enterie to the said hospitall, sall be about sevin zeiris or y^r.by, or sooner gif they be fund capabill for instructioun in letteris; thair abod sal be about four zeiris for lairning to reid and writt, and thairefter, as the patrounes undermentiouat, or thais to be appointit be thame, sal find thame inclynabill, to imploy thame by binding of thame to honest craftismen, to instruct thame in tred, according to thair severall dispositiounes, or to be chopmen or mariners, or ony uther lawfull tred, calling or vocation, as they sal be fund capabill of, and inclynnis to, and to haif, at thair outgoing, ilk ane of thame, for thair bettir help and advancment to ane honest lyf, ane full zeiris mentenance in moneyis, as was bestowit upoun thame zeirliche during thair abod in the houss, and gif ony of the saidis tuelf orphanes or utheris foirsaidis, be likelie to prove scollars and apt for lairning at the end of the saidis four zeiris, or sooner, being fund qualifiet be thais to be appointit be the patrounes efter spⁱet in maner following, then they ar to be enterit to the gramer scholl, and thair instructit in letteris freelie without payment of any scollage thairin during thair abod, quhill they be fund meitt and apt to enter to the colledge, quhilk is appointtit to be for the spaice of four zeiris, or at most fyve zeiris, duiring quhilk tyme they sal be intertenit in the houss, and haif thair bukis and all uther thingis furneist to thame, in manner foirsaid, duiring the said spaice siklyk, and in the samyn maner as they wer befor thair enterie to the said gramer scholl, and efter they haif past thair cours in the said gramer scholl, to haif nae farder benefiet in the houss; bot zit gif it sall happin ony of the saidis foundit persounes desyre to enter to the colledge and to pass thair cours thair, seing they ar burgessis sones of this burgh, I do heirby earnestlie recommend thame to the patrounes underwrittin, that such of thame may be pre-

ferit to be of the towne's bursouris, as occasioun sall offer, they being fund qualifiet, being best lairnit and maist indigent; and efter that ony of the saidis tuelfs foundit persounes hes enterit to the said gramer scholl, and remaint thairin ane zeir or mae, and sall not prove capabill nor inclynabill to letteris and lairning, upoun knowledge quhairof, they sall be bund and putt to sum lawfull tred and vocatioun, in maner as is above writtin, and sall haif ane zeiris rent in moneyis bestowit upoun thame, to that effect as is above spe't; as also, I ordaine thair hail habeit and clothing to be all of ane coullor and of ane fascheoun. And for performanc and effectuatting of the premissis, I be the tennor heirof, dott and mortifie as said is the soume of _____ to the effect the annel rent thairof zeirlic may be bestowit upoun the saidis foundit persounes, and utheris foirsaidis, whilk is addebtit to me be the persounes following, viz^t be James Murheid, younger of Lauchop, and his cautionaris, conforme to thair band, ane thowsand twa hundred merks money principall soume; be Sir James Hamilton of Brumhill, Kny^t and his cautionnaris, conforme to thair band, the soume of ane thowsand merkis money principall soume; be David Andersoune of Byres, and his cautionnaris, conforme to thair band, the soume of twa thowsand merkis money principall soume; be Johne Hamiltoune in Partik, and and his cautionnaris, conforme to thair band, the soume of ane thowsand merkis money principall soume; be unq^{le}. James Stewart youngar, merchand, burges of Glasgow, and his cautionnaris, conforme to thair band, the soume of fyve thowsand pundis money principall soume; be the Laird of Capringtoun, and his cautionnaris, conforme to thair band, thrie thowsand merkis money principal soume; be Hew Wallace of Carrikis, and his cautionnaris, conforme to thair band, the soume of ane thowsand pundis money principall soume; be the Laird of Lamount, and his cautionnaris, conforme to thair band, the soume of ane thousand merkis money principall soume; and be Hew Wallace of

Underwood, and his cautionnaris, conforme to thair band, the soume of twa thowsand merkis money principall soume; and do heirby appointt the towne of Glasgow patrounes of my said hospitall, in the ordour and maner following, viz^t. I will and ordaine, that the Proveist, Baillies and Counsell of the said burgh of Glasgow, zeirle and ilk zeir, noninat and elect four persounes of the maist qualifict of thair awin number, with four of the ordiner Ministeris of the towne for the tyme, quhilkeis four persounes and ministeris, togidder with the maister of the houss, to be appointtit be the Counsell as is efter exprest, sall meitt and convey in the hall of the said hospitall twyse ilk zeir, to witt, on the first Weddinsday efter Candilmes, and on the first Tysday efter Lambmes, or oftiner as the Proveist, Baillies and Counsell sall think meitt, or as the occasioun of the houss sall requyre, and that lawfull wairning sall be made thairof to thame, be the maister of the houss, and that thair the saidis four electit persounes and ministers, togidder with the said maister of the houss, cognosee and determine concerning the receptioun, admissioun and intertenyment of the saidis foundit persounes, and the ordouring and governing of the said houss, and the quhoill affairis thairof, reecomending earnestlie to the saidis patrounes, that they deall impartiallie in the administratioun thairof, alwayes with ane equitable and charitable respect to the most indigent zounge anes of the citie in the ordour and maner befor sett downe, and as they sall ans^r. to God. And lykwayes, I appointt the Proveist, Baillies, and Counsell, and thair succesoures in office, to nominat ane of thair awin number maist qualifict for that effect, and that upoun the _____ quho sall give his aith, *de fidei* administratione, y^r.intill, to be maister of the said hospitall, quho sall haif ane echarge of the ingathering and debursing of the haill rentis belonging thairunto, and of the reculling and governing thairof duiring the tyme of his office, and sall mak ane trew compt thairof to the saidis four persounes and four ministers quho sal be electit as

said is, for cognoscing of the said hous in maner above writtin, at syklyk tymes as they sall requyre him; reserving alwayes libertie to myself to present and plaice the foirsaidis foundit persounes duiring my lyf tyme. And for the saidis patrounes bettir securitie and payment of the foirsaidis soumes of money particularlie above mentionat, addebtit and awand to me, as onlie brother and air dewlie servit and retour to the said umq^{le}. George Hutchesoune, thairfoir I haid maid, constitute and ordaint, lyk as I, be the tennor heirof, makis, constitutis and ordaines the saidis Proveist, Baillies and Counsall, and thair successoures in office, present and to cum, my vere lawfull undoubtit and irrivocabill cessounaris and assignayis, in and to the foirsaidis particular bandis and obligatiounes, haill principall soumes above mentiounat thairin obleist, maid and grantit be the persounes above nameit, and thair cautionnaris, in favouris of the said umq^{le}. George Hutchesoune of Lambhill, my brother, of the samyn, and in and to the haill annel rentis thairof, furth and fra the first term of Whitsounday or Mairtimes immediatelie efter my deceiss, quhen it sall happen and in and to the severall penalties mentiounat thairintill, haill tennor and contentis of the samyn, with that hes followit or may follow thairupoun: turnand and transferrand the samyn bandis, haill soumes of money particularlie above written thairin contentit, and all annel rentis of the samyn, furth and fra the nixt terme Whitsounday or Mairtimes immediatelie efter my deceiss, quhen it sall happin, and siklyk zeirlie and termlie thairefter, quhill repayment of the samyn soumes, penalties mentionat thairintill, haill tennor and contentis thairof, with all that hes followit or may follow thairupoun, fra me, as onlie brother and air foirsaid dewlie servit and retourit, my airis and successoures, to and in the persoune and favouris of the saidis Proveist, Baillies, and Counsall of the said burgh, and thair successoures in office, present and to cum, as patrounes foirsaidis, quhom I haif surrogatt and imputt, and, be thir p^{ntis} surrogattis and imputtis, in my full plaice, ry^t and title, of the samyn to the effect

above writtin, with power to the saidis patrourcs, and thair sucessoures in office, to uplift and receave the saidis soumes of money particularlie above mentionat, penulties obleist thairfoir, and all annel rentis thairof, furth and fra the nixt terme of Whitsounday or Mairtimes immediatelie efter my deceiss, as said is, and siklyk zeirlic and ternlic thairefter, quhill repayment of the samyn, give dischairgis on the ressait thairof, and of new to lend furth the saymn soumes, in haill or in pairt, ever as the samyn happines to be payit, upoun new heretable securitie, for annel rent and proffett, to the effect the samyn may be bestowit upoun the saidis foundit persounes and utharis above mentionat, in maner above exprest, and generallie all and sundrie uthar thingis neidfull to do concerning the samyn, siklyk and als amplie, in all respectis, as I, as brother and air foirsaid, dewlie servit and retourit, my^t haif done myself befoir the making heirof, the samyn alwayes ever tending to the benefit, use and behuif of the saidis foundit persounes, and utharis above sp'iet, in forme and maner above rehersit, and hes presentlie delyverit to the saidis Proveist, Baillies, and Counsall, as patrourcs foirsaidis, the foirsaidis particular bandis of the soumes of money, particularlie befoir mentiounat, to be keipit and usit be thame, to the effect above expresst, allanarlie and na utherwayes. In witnes quhairof, thir p'ntis ar written be Williame Weymes, Notar in Glasgow, and subscriyvit be me as followis; at Glasgow the nynt day of Mairche, the zeir of God, Jaivj. and fourtie ane zeiris, befoir thir witnessis, Williame Hutchesone, m'chand, burges of Edinburgh, James Inglis, merchand, burges of Glasgow, Williame Zair, Notar thair, and the said Williame Weymes, Notar, witter heirof, my servitour.

(Signed) T. HUTCHESOUNE, with my hand.

W^m. Hutchesson, wittnes—James Inglis, wittnes—W. Zair, wittnes, Williame Weymes, wittnes.

AND FARDER, WITT YEE ME, the said Mr. Thomas Hutchesone of Lambhill, in supplie of the mortifica'un above written, and farder help to the saidis tuelf foundit orphaines and utheris to attend thame, to be plaicit y^r.in, and farder help and supplie to the tuelf old men, foundit be the said umq^{le}. George, my brother, by and attour that quhich the s^d. umq^{le}. George hes mortifiet for thair mentinacce, as the patrournes findis the same neidfull to be done, to haif dottit and mortifiet, and, be thir p^{'ntis}, eikis, dottis and mortifies thairto the soume of ten thousand merkis money, with the haill annel rentis y^r.of, for tyme bygaine and to cum, addebtit to me be the persounes following, viz^t thrie thousand merkis money addebtit to me be the Proveist, Baillies and Counsall of Glasgow, and quhilk was instantlie lent be thame to the Comitie of Estaittis; the soume of twa thowsand merkis money, awand to me, as brother and air to the said umq^{le}. George, my brother, be Johne Colquhoun of Luss; and the soume of thrie thousand merkis money, in the hands of Collein Campbell, young^r.; and twa thousand m^{'ks} awand be the Earle of Wigtoun and his cau^{'ris}; and be thir p^{'ntis} assignis the foirsaidis haill soumes, to the saidis patrournes, in maist ample form of assignation, w^t power to thame to call and persew y^r.foir, and to obtain payment and decrettis y^r.upon, and give dischargis on the samyn, and obleissis me to warrand this assigna'un to thame as lykwayes for certaine guid considera'unes and respectis moving me, I do heirby grant full licence and libertie to the foirsaidis Proveist, Baillies and Counsall of the said burgh, with consent of the Ministeris thairof, to wair and bestow not onlie this soume of ten thousand merkis money contenit in this cik, with the haill soumes of money sp^{'ict} in the mortifica'ne above writtin, but also, the haill soumes mortifiet be the said umq^{le}. George, my brother, for mentinence of the saidis tuelf old men, upom the best, cheppest and weill haldin arabill landis they can gett to by, neir this burgh, to the effect the maillis, fermes and dewties

y^r of may be convertit, in all tyme coming, for sustentatioun of the saidis foundit persounes, in maner exprest in the saidis mortifica'unes. In witnes quhairof, this present eik, writtin be the said Williame Weymes, Notar, and subscriyvit be me, at Glasgow, the thrid day of July, the zeir of God Jaivj. and fourtie ane zeiris foirsaid, befor thir witnessis Johne Maxwell, young^r merchand in Glasgow, the saidis Williame Zair, and the said Williame Weymes.

(Signed) T. HUTCHESOUNE, w^t my hand.

Johne Maxwell, witnes—W. Zair, witnes—Williame Weymes, witnes.

[No. IV.]

RATIFICATION of *Mr. Thomas Hutchesoune's Mortification, 15th October, 1641.*

BE IT KEND TO ALL MEN, by thir present letters, We, Janet, Bessie, and Helen Hutchesones, three only sisters german and heirs portioners to umquhill Maister Thomas Hutchesone of Lambhill, our brother, and I the said Bessie, with consent of James Pollock, cooper, burgess of Glasgow, my spouse, for his interest, For as meikle as the umquhill Maister Thomas, our said brother, for the great love and respect he had to the glory of God, help and supplie of the poor, did dotte, mortifie, sell, assign and dispone, to the Provost, Baillies and Counsell of this burgh, diverse lands, annual rents, feu duties and sums of money, and that for the use and benefit of the poor, to be placed in that hospitall, now building within the said burgh, callit Hutchesones' Hospitall, and for the building thereof, and buying all materials thereof, and in special, the said umquhile

Maister Thomas, sold and disposed to them his lands of Easter and Wester Henderland, Cardonnell, Wrigg Lands, Craighall Miln and Miln Lands, within the Sheriffdom of Renfrew, and that in security of the sum of one thousand merks, with the said bygone annuel rents, addebted by my Lord Blantyre, contained in the said disposition and charters following thereupon, of the 8th. of August 1608, at mair length is contained, Therefore witt ye us, for the great respect we have to the said pious work, and the said institution of the said umquhile Maister Thomas, to have ratified and approven, and be the tenor hereof, ratifies and approves the foresaid disposition of the said lands of Easter and Wester Henderland, Cardonnell, Wrigg Lands, Craighall Miln, and Miln lands, with the writes and seasing following thereupon, and all other dispositions, charters, assignation, and all writes whatsoever, maid and grantit by the said umquhile Maister Thomas, in favour of the said Provost, Baillies and Council, for the use of the said hospitall and poor, to be placed therin, admitting and declaring the generality thairof, to be as lawful, as if every particular thereof were insert into thir presents, for ever, and bind and oblige us to reiterate and renew thir presents to them and their successors, when the said Provost, Baillies and Council shall require us, ay and while they find themselves sufficiently secured thereintill, and to do all such things that it becomes us as heirs to the said umquhile Maister Thomas, for recovering of all sums of money mortified for the use of the said hospital, as oft as we shall be required thereto, and for the mair security, we all consent thir presents be registered in the books of Council and Session, or the books of Glasgow, or the Judges thereof, that decreets and letters, be interponed thereto, with all other executorials of horning, poiding and warding, upon ane simple charge of six days be past thereupon, and to this effect constitute

our Pro^{rs}. &c.

CARTA *Incorporationis de Hutchesons' Hospital.*—1821.

GEORGIUS quartus, Dei gratia Britanniarum Rex, fideique defensor, omnibus ad quos præsentēs literæ nostræ pervenerint, Salutem; Quandoquidem nos considerantes quod nobis humiliter oblatum fuit per Danielem MacKenzie de Acrehill Armigerum, beneficæ Institutionis in Glasgva vocat^t in vulgari "Hutchesons' Hospital," preceptorem, Henricum Monteith de Carstairs Armigerum Burgi Glasguensis dominum præpositum, Robertum Findlay de Easterhill, dicti burgi ædilem, Robertum Hood Armigerum decanum convocatorem artificium dic^t Burgi, et Gulielmum Taylor D.D. Ecclesiæ Cathedralis Glasguensis Ministrum, Patronos dic^t institutionis, pro seipsis et nomine et vice omnium Magistratum Concilii et Ministrorum dic^t Burgi Glasguensis patronorum dictæ Institutionis, narrantem quod prædic^t petitores et eorum predecessores pro centuriis duabus aut eo circa exstiterunt et sicuti corpus corporatum habiti fuerunt in civitate Glasguensi negotium et administrationem habentes rerum institutionis fundatæ et dotatæ intra dic^t civitatem pro sustentatione pauperum grandævorum et pro educatione puerorum per Magistros Georgium et Thomam Hutcheson de Lambhill et quod per hoc spatium per fidelem et cautam administrationem petitorum, et eorum predecessorum, sicuti preceptorum, et patronorum dictæ Institutionis facultates ejusdem floruerunt et creverunt, et inde pias intentiones Donatorum maxime promoverunt et auxerunt; sed nihilominus neque petitores nec eorum predecessores adhuc ullam cartam erectionis vel sigillum ad causas obtinuerunt; Et Itaque nobis humiliter supplicant warrantum sub nostro Regali signo manuali concedere pro carta erectionis sub sigillo magno in favorem petitorum, cum omnibus potestatibus, privilegiis et immunitatibus, in similes institutiones communiter collatis, vel per eas

fructis seeundum legem Scotiæ Nos autem proposita laudabilia et intentiones institutionis promovere et augere eupientes Indici-um Speeiale favoris et tutaminis nostri regii postea scriptum petitoribus donare volumus Igitur nos constituimus ereximus et incorporavimus, sicuti nos regio nostro prerogativo et gratia speciali pro nobis nostrisque regiis successoribus per has presentes constituimus, erigimus et incorporamus dict. Danielem Mackenzie de Aerehill Armigerum dictæ piæ Institutionis vulgo Hutchesons' Hospital vocatæ, in presenti Preceptorem et Joannem Thomam Alston Armigerum Burgi nostri Glasguensis nunc dominum præpositum, una cum omnibus Magistratibus, Conciliariis et Ministris Ecelesiarum Stabilitarum in dicto burgo presentes patronos dictæ institutionis et eorum successores in unam liberam, legalem, et nemini nisi Nobis subjeetam incorporationem, vel corpus politicum, sub hoc nomine et titulo, viz.: "The Royal Incorporation of Hutchesons' Hospital in the City of Glasgow," et in hunc modum perpetua sueessio eodem erit, et exclusiva potestas directio et administratio rerum dictæ Institutionis, eum potestate habendi et utendi sigillo communi, et capiendi, tenendi et fruendi terris, heritagiiis et bonis mobilibus, causas agendi litigandi et defendendi, eorum nomine vel nomine eorum camerarii. et specialiter eum potestate tales leges privatas et regulas faciendi quas aptas existiment pro suimet-ipsorum gubernatione et administratione et distributione facultatum dictæ institutionis, pro relevio pauperum et educatione puerorum sub provisione tantum, quod dictæ leges et regulæ non sint adversæ legibus hujus regni nostri; Et nos per presentes ordinamus et declaramus quod die^t preceptor et patroni convenient sexagesimo die a data presentium et postea talibus diebus quas dirigent pro administratione rerum dictæ institutionis, et in omnibus conventibus undecim eorum, vel eorum successorum, numerus sufficiens, vulgo a quorum erunt, et majori parti eorum qui adsint plena potestas erit omni tempore dirigendi, determinandi et in exe-

entionem gerendi quodcunque illis expediens vel idoneum, videbitur in rebus die^t institutionis vel de proficiis seu expendituris ejusdem ; Et nos, pro nobis, nostrisque regiis successoribus per presentes confirmamus in favorem die^t preceptoris et patronorum omnia jura et privilegia qualiaecunque quæ adhuc possident et fruuntur, seu legaliter possedissent vel fruenterentur ; Et nos ordinamus hanc presentem eartam nostram liberalem interpretationem semper recipere, ac in favorem et pro honore et commodo die^t preceptoris et patronorum eorumq. successorum. In ejus rei testimonium, præsentibus sigillum nostrum per Unionis Tractatum eustodiend. et in Scotia vice et loco magni sigilli ejusdem utend. ordinat^t appendi mandavimus Apud aulam nostram apud Carlton House, tertio die mensis Februarii, anno millesimo octingentesimo vigesimo primo, Regniq. nostri anno secundo.

Per Signaturam manu S D N Regis supra Scriptam.

Written to the seal and registered the second day of April, 1821.

(Signed) THOMAS MILLER, Sub^t

Sealed at Edinburgh, the second day of April, One thousand eight hundred and twenty-one years.

(Signed) JAMES S. ROBERTSON.
L.80 Scots.

Follows Translation of the foregoing Charter of Erection.

GEORGE the Fourth, by the graee of God King of Great Britain, and Ireland, and Defender of the Faith, to all to

whom these our letters shall come, greeting: Whereas, it has been humbly represented to us by Daniel M'Kenzie, Esquire of Aerehill, Preceptor of that Charitable Institution in Glasgow, commonly called Hutchesons' Hospital, Henry Montcath, Esquire of Carstairs, Lord Provost of our Burgh of Glasgow, Robert Findlay of Easterhill, Dean of Guild of the said Burgh, Robert Hood, Esquire, Deacon Convener thereof, and William Taylor, Doctor in Divinity, Minister of the Cathedral Church of Glasgow, Patrons of the said Institution, for themselves, and in name and behalf of all the Magistrates, Council, and Ministers of the said Burgh of Glasgow, Patrons of the said Institution: That the said Petitioners, and their predecessors, have existed for nearly two centuries, and been deemed a corporate body in the City of Glasgow, having the care and administration of the affairs of the Institution, founded and endowed, within the said City for the maintenance of poor aged persons, and the education of boys, by Messrs. George and Thomas Hutcheson of Lambhill, and that, for the foresaid period, by the faithful and careful administration of the petitioners and their predecessors, as Preceptor and Patrons foresaid, the funds thereof have prospered and increased, and been the means of promoting and furthering, in an eminent degree, the pious intention of the donors; But nevertheless, neither they nor their predecessors have heretofore obtained any Charter of erection, or seal of cause, and they have therefore prayed us to grant warrant under our Royal sign manual, for a Charter of erection under the great seal, in their favour, with all the powers, privileges and immunities generally conferred on and enjoyed by similar Institutions according to the law of Scotland; And We, being desirous of promoting and furthering the laudable purposes and object of the Institution, are willing to grant the Petitioners this underwritten special mark of our Royal favour and protection; **THEREFORE**, We have constituted, erected and incorporated, as We, from our Royal prerogative

and special grace, for us and our Royal successors, Constitute, Erect and Incorporate, the said Daniel M'Kenzie, Esquire, of Acrehill, present Preceptor of the said Institution, commonly called Hutchesons' Hospital, and John Thomas Alston, Esquire, now Lord Provost of our said Burgh of Glasgow, along with all the Magistrates, Councillors and Ministers of the Established Churches in the said Burgh, present patrons of the said Institution, and their successors, into one free and lawful Incorporation and body politic, independent of all but ourselves, under the name and title of "The Royal Incorporation of Hutchesons' Hospital, in the City of Glasgow," and the same as such shall have a perpetual succession, and the exclusive power, management and administration of the affairs of the said Hospital, with power to have and use a common seal, and to hold, possess and enjoy lands, heritages, and moveables, and to pursue and defend actions in their name, or that of their Chamberlain; and specially with power to make such by-laws and rules as they may think expedient for their own government, and the management and distribution of the funds of the said Hospital for relieving the poor, and the education of boys, under the proviso only that the said laws and rules shall not be contrary to the laws of our realm; And we hereby ordain and enact that the said Preceptor and patrons shall convene on the 60th day from this date, and thereafter on such days as they may direct for the administration of the affairs of the said Hospital; and in all meetings, eleven of them or of their successors shall be a sufficient number, vulgo a quorum, and the major number of them who shall be present, shall have full power at all times for directing, determining and carrying into execution, whatsoever shall seem to them expedient or advisable in regard to the affairs of the Hospital, or the revenues or expenditure thereof; And We, for us and our Royal Successors, hereby confirm to the said Preceptor and Patrons all the rights and privileges whatsoever which they hitherto possessed

and enjoyed, or lawfully might possess and enjoy; And We ordain that this our Charter shall always be interpreted liberally, and in favour, and to the honour and advantage of the said Preeptor and Patrons, and their successors. In testimony whereof we have ordered our seal, appointed by the treaty of Union to be kept and used in Scotland in place of the great seal thereof, to be hereunto appended, at our Court at Carlton House, this third day of February, Eighteen hundred and twenty-one, and in the second year of our Reign.

By the sign Manual of our Sovereign Lord the King aforesaid.

[No. VI.]

MORTIFICATION BY JOHN BRYSSONE, ELDER,
 MERCHANT IN GLASGOW, *Dated 5th November, 1705.—*
Registered in the Books of Council and Session, 30th
August, 1793.

BEE IT KEND TILL ALL MEN be thir present l^{res.} me John Bryssone, Elder, Mer^{t.}, late Baillie of Glasgow, fforsnameikle as I have pertaining and belonging to me heretably, All and hail these three Aickers of Land or thereby, lyand within the territory of the Burgh of Glasgow, on the North side of that Hill called Garngadehill, bounded betwixt the common Lands of the said Burgh on the East and North, the lands sometyme belonging to Umq^{ll.} John Liddell and Umq^{ll.} John Luggie, thereafter to William Liddell, John Finlay, and William Neilson respective on y^{c.} West; the lands of old belonging to Umq^{ll.} Mr. John Young and Alexander Pollock, and thereafter to William Neillsone, Walter Neillsone, his son, and Robert Duncan respective, on the South parts, as my rights and securities y^{r.}of in

themselves more fully bears. And now for the charity I have, carry, and bear towards the poor of Hutchesons' hospitall, in Glasgow, and in Remuneration of the kindnesses done to me be Mr. Thomas Hutchesone, my Grand Uncle, one of the founders of the said hospitall, Do mortifie the fores^{ds}. Lands to the poor of the s^d. Hospitall, in all time after my decease. THEREFOR, WITT ye me the s^d. John Bryssone, to have Annallzied, Disponed, Mortified, and for now and ever overgiven, as be the tenor hereof Annallzies, Dispones, Mortifies, and (Heretably and irredeemably, but any regress of Reversion, or any kind of Redemption whatsoever) for now and ever overgives, To and in ffavors of James Sloss, Mer^t, late Baillzie of Glasgow, præceptor of the s^d. Hutchesones' Hospitall, and his Successours in Office, for the use, well, and behoove of the poor of the s^d. Hospitall, All and hail the for^{ds}. three Aickers of land or thereby, lyand on the North side of the fors^d. Hill, called Garngadehill, and bounded in manner @ sp^{cit}. together with all right, heritable, tittle of right, claime, Interest, property possession, and other right and tittle whatsoever q^{lk}. I had, have, may, or can claim or pretend thereto, or to any part or portion thereof in time coming. In the Q^{lks}. lands I bind and Oblidge me, my heirs and Successours, duely and valially, to infest and sease the s^d. James Sloss, as Præceptor of the fores^d. Hospitall, and his Successours in Office, for the use, well, and behoove of the poor of the s^d. Hospitall; and that be Resignation thereof In the hands of the Proveist, or any ane of the Baillzies of the s^d. Burgh of Glasgow, for the time being, In ffavours and for new Infestment State and Seasine thereof, to be given and granted to the said James Sloss, Præceptor of the said Hospitall, and his Successours in office, for the use, well, and behoove of the s^d. poor, in due and competent forme; for effectuating of the whilk Infestment by Resignation, I have made and Con-

stitute, and hereby makes, Constitutes, and Ordains

Ilk ane or any of them con^{llie.} and sev^{lly.}, my very lawfull, undoubted, and irrevocable pro^{crs.}, actors, ffactors, and special errand-bearers, &c. (here follows resignation clauses in common form.) Q^{lk.} heretable Disposition above written, prori'e of Resignation above sp^{eit.}, and Infestments to follow hereupon; I Bind and Oblidge me, my heirs and Successours, to warrand, acquitt, and defend to the said James Sloss, Præceptor of the s^{d.} Hospitall, and his Successours in office, for the use, well, and behoove of the said poor, at all hands and ag^{st.} all deadly. And I hereby nominate and appoynt the Magistrates and Ministers of the s^{d.} Burgh of Glasgow, for the time and their Successours in office, Overseers to the Præceptors of the s^{d.} Hospitall, in the right management of this my present Mortification. And in regard, I designe to keep and retain this present right in my own custody and possession, dureing my Lifetime, therefor I hereby declare, that if the same shall be lying besyde me, after my decease, undestroyed, or uncanceled, that then the samen shall be als authentick and valide to all intents and purposes, and the poor of the said Hospitall shall have als good right to the Lands above disposed, as if the samen were actually delivered be me, to the s^{d.} James Sloss, Præceptor, fors^{d.}, at the subscribing hereof, and he infest thereupon, and that notwithstanding of any law or practice in the contrare, with the imperfection whereof I have dispensed and hereby dispense for ever, Consenting thir p^{nts.} be reg^{rat.} in the Books of Counsell and Session, or any others competent therein to remain *ad futuram rei memoriam*, and thereto *Constitutes*

Pro^{crs.}. IN WITNESS WHEREOF thir p^{nts.} wrytten be Cuthbert Stewart, Servitor to Charles Stewart, Wrytter in Glasgow, are subscribed at Glasgow, the fyfth day of

November, Jaivii and fyve years, before these Witnesses, William Selkrig, Wrytter, in Edinburgh, and the s^{ds}. Charles and Cuthbert Stewarts, Witnesses, also to y^e. Marginall Notte.

(Signed) JOHN BRYSSOUN.

William Selkrig, Witnes; Charles Stewart, Witnes; Cuthbert Stewart, Witnes.

[No. VII.]

MORTIFICATION BY JAMES BLAIR, ELDER, MERCHANT IN GLASGOW, *Dated 21st June, 1710.*

I, JAMES BLAIR, elder, merehant in Glasgow, and one of the present partners of the wester sugar work in Glasgow, having left a considerable part of my estate among my brothers and sister's children, and mortified to the poor of Irvine, and now, after mature deliberation, do, by these presents, mortify, assign and dispone ten thousand merks of the readiest of my estate not formerly disposed of, and that to the hospital, eommonly ealled Hutehesones' Hospital, to be disposed of as under-written, to witt, the always present Provost, three Baillies, Dean of Guild and Deaeon Conveener, to join with the six Ministers of the burgh of Glasgow, and if any either of the Magistrates or Ministers plaees be vacant, they are to choiee others in their plaee; and ordain that my nephew and his heirs male, I say, James Blair, do sit with the foresaid Magistrates and Ministers to dispose of the interest at five *per cent.* being 500 merks yearly among sueh poor indigent as after speeified, to wit, I do hereby ordain the foresaid 500 merks to be distributed yearly by the foresaid persons among

seven several persons, that is to say, an hundred merks to every one of three old indigent men, that has formerly had any eredit, and the other two hundred merks to be equally distributed among four boys yearly, they being at or above six years of age, fitt to be schooled and to continue till they come to twelve years of age; and do hereby ordain, that in the first plaece the name of Blair shall have the preferenee, and next the name of Gemmill, if there be none of my blood relations within the sixth degree, that is in distress and makes applieation, in that ease they are to be preferred to either of the names, and if not, then the foresaid names of Blair and Gemmill shall be preferred; and I do also ordain, that if Hugh Montgomerie of Busby be in Glasgow, at any time when the foresaid Magistrates and Ministers do convene, about ordering this my mortification, that he be called and sit as a member with them. And now seeing this my mortification is to be in my cabinet unknown, until my death, I do therefore echarge such as do first find the same, to deliver it up to the foresaid Magistrates and Ministers, as they shall answer to God, to the end the same may be registrate in the hospital books, *ad futuram rei memoriam*, reserving always to myself the interest of the foresaid ten thousand merks all the days of my life, with power also to make void this mortification, to annul or to destroy the same, at any time hereafter, *etiam in articulo mortis*. And I do hereby dispense with any informality herein, as if all were written in the most formal manner, and with the not delivering it up during my life, eonsenting to the registration in the books of Council and Session, or any others needful, that letters and execution may pass hereupon, on a charge of six days only, and constitute

Pro'rs, written with my own hand, who makes this above mortification, and subscribed at Glasgow, this 21st. day of June, 1710 years, before these witnesses, James Johnston, merehant in Glasgow, and John Armour, taylor there.

MORTIFICATION BY DANIEL BAXTER, BOOK-SELLER IN GLASGOW, *Dated 14th October, 1776, and 24th February, 1779.*

I, DANIEL BAXTER, bookseller in Glasgow, considering that it has pleased God to bless me with a considerable stock of worldly goods, and being resolved that my lands and effects should, after my decease, be, in all time thereafter and for ever, mortified and employed to public and pious uses, and for the ends and to the effects aftermentioned, Therefore, I do hereby, in the event of my predeceasing Mary Cameron, my present wife, without heirs of my body, give, grant, mortify, dispoise, assign and make over to, and in favour of Andrew Cochran, Esquire, Preceptor and the Patrons of that charitable foundation in Glasgow, called Hutchesones' Hospital, and his and their successors in office, for the use and behoof of the poor and other purposes aftermentioned, the just and equal half of all and sundry lands, tenements, and other heritable estate and effects whatever, also the just and equal half of all debts and sums of money, heritable and moveable, and the just and equal half of all goods, gear and other moveable effects and subjects whatever, which shall be pertaining and belonging, or addebted and owing to me, the time of my decease; excepting always my household furniture (to the whole of which, and to the other half of my whole subjects, debts and effects, the said Mary Cameron, my wife, stands provided, by our contract of marriage, in the event of my predeceasing her without heirs of my body) to which, and my whole body clothes, she is hereby expressly declared to have right: And, in the event that I shall survive my said spouse (in which case, I shall have full power to dispose of the whole of my foresaid subjects, debts and effects) and that I shall afterwards die without

heirs of my body, then, I hereby give, grant, mortify, dispone, assign and make over to, and in favour of the Preceptor and Patrons of the said Hospital, and their successors as representing the same for the use and behoof of the poor, and other purposes after-mentioned, the whole lands, tenements and other heritable estate and effects whatever, and also the whole debts and sums of money, heritable and moveable, and the whole goods, gear and other moveable effects and subjects whatever, including my household furniture, that shall be pertaining and belonging, or addebted and owing to me, at the time of my death: *together* with the haill writes, evidents, title deeds and securities, grounds of debt, vouchers and instructions, of my subjects, debts and effects, herein before disposed; and I hereby bind and oblige my heirs and successors, other than those descended of my body, to make up proper titles to my lands, tenements, heritable debts, and other heritable subjects, and thereafter to denude themselves of the same, in favour of the said Preceptor and Patrons, and my said wife equally as aforesaid in the respective events before specified, and to procure them duly infest in the same. But these presents are granted in favour of the said Preceptor and Patrons, and their successors in office, and are to be accepted by them with and under the burdens, conditions and provisions herein after written, which are hereby declared to be binding and obligatory upon the said Preceptor and Patrons, but shall not be understood to create any real lien or burden, on any heritable subjects hereby conveyed. *Primo*, in the event of their having right to my whole subjects, with and under the burden of the payments, and performance of my whole funeral charges, and of all my lawful debts and engagements; but in the event of their only having right to one half of my subjects as aforesaid, then with and under the burden of the payment of one half of my said funeral charges, debts and engagements, the other half thereof being to be paid by the said Mary Cameron, my wife,

who, in that case, shall have right to the other half of the fore-said subjects. *Secundo*, The said Preceptor and Patrons, shall, by their acceptance hereof, be bound and obliged to make payment of the sums of money under-written, to the persons after specified at the first term of Whitsunday or Martinmas that shall occur twelve months after my decease, with the lawful interest thereof, from the said term of payment till payment, viz. to Alexander Baxter, shoemaker in Millrigg, one hundred pounds sterling; to Daniel Baxter, son of the said Alexander Baxter one hundred pounds sterling; to Jean Baxter, spouse of David Foulis, weaver in Eastwood, one hundred pounds sterling; to Janet Baxter, spouse of Thomas Gibson, sadler in Glasgow, one hundred pounds sterling; to Margaret Baxter, spouse of Thomas Craig, cooper in Glasgow, one hundred pounds sterling; to Daniel Gibson, son of the said Thomas Gibson, ten pounds sterling; to Daniel Duncan, son of John Duncan, baker in Glasgow, ten pounds sterling; to the Town of Glasgow's Hospital or Poores' House there, the sum of one hundred pounds sterling; to the Merchants House of Glasgow, twenty pounds sterling; to the Treasurer of the General Kirk Session of Glasgow, the sum of two hundred pounds sterling, the yearly interest thereof to be paid by the said Treasurer to a schoolmaster for his trouble and pains in teaching thirty children of the inhabitants of the city of Glasgow, an equal number of whom to be chosen out of each parish, to read English, and the election of such schoolmaster or teacher, and the ordering and managing of such school, as well as the nomination of the scholars to be taught therein, to be in the power of the members of the General Kirk Session, who are hereby ordained to enter a minute of this donation in their records. And further, the said Preceptor and Patrons, by their acceptance hereof, shall be bound and obliged to make payment of the following yearly annuities, to the persons after-named, during their respective lives, after my death, at two terms in

the year, Whitsunday and Martinmas, by equal portions, beginning the first terms payment, at the first of these terms that shall occur twelve months after my death, and thereafter half yearly during the respective lives of the said annuitants, viz. a yearly annuity of twelve pounds sterling to the said Alexander Baxter; a like annuity of twelve pounds sterling to the said Jean Baxter; a like annuity of twelve pounds sterling to the said Janet Baxter, and a like annuity of twelve pounds sterling to the said Margaret Baxter; and, upon the death of any of the said Alexander, Jean, Janet and Margaret Baxters, the annuities of such deceasers shall devolve on and become payable to the survivors or survivor during the life of such; a yearly annuity of eight pounds sterling to Elizabeth Fairweather, spouse of James Hunter, taylor in Glasgow; a like annuity of eight pounds sterling to Anne Graham, widow of William Rodger, mariner from Glasgow; an annuity of six pounds sterling to Barbara Gibson, spouse of the said John Dunean, baker; a like annuity of six pounds sterling to Janet Baxter, daughter of John Baxter, taylor in Glasgow; a like annuity of six pounds sterling to Jean Orr, teacher in Glasgow; a like annuity of six pounds sterling to Jean Johnston, spouse of Robert Ramsay, dancing master; a like annuity of six pounds sterling to Barbara Johnston, spouse of Thomas M'George, baker; and a like annuity of six pounds sterling to John Stark, taylor in Glasgow: and which several annuities, herein before provided, are hereby declared to be an alimentary provision, to the several annuitants, and shall not fall under the *jusmariti* of their several husbands, but shall be uplifted and discharged by themselves alone, without their husbands' consent, and shall not be any ways affected by their own or their husbands' debts or deeds. And the said Preceptor and Patrons shall also make payment to a young man (whose father is or was a burghess and gild brother of the burgh of Glasgow) who has past part of his course of

studies in the University of Glasgow, and is to follow them out there, in order to become a Preacher of the Gospel, eight pounds sterling yearly, for six years, two of these years during his study of the moral and natural philosophy, and the other four at divinity, commencing the first year's payment at the first term of Candlemas that shall occur twelve months after my decease, and the said burse is to be bestowed or presented to one qualified as above, at the end of each six years, successive, in all time coming, unless the same shall become sooner vacant by the death of the burser, or his leaving the University, when it is again of new to be bestowed as aforesaid; and it is declared that the said Preceptor and Patrons, together with the Principal, Professors of Divinity, Natural Philosophy, Moral Philosophy and Logic in the said University, or majority of them, shall have the power of bestowing and electing said burser; and the said Preceptor and Patrons, shall further be obliged to make payment of such other annuities and sums of money, to such persons, as I shall think proper to appoint, by a writing under my hand, at any time of my life, even on deathbed, and, in the event that there shall not be a sufficient fund for answering the said sums and annuities, I hereby appoint a sufficient fund to be lent out for answering the annuities in the first place, and the sums to suffer a proportional defalcation, till such time as a sufficient defalcation shall arise by the failure of the annuitants. *Tertio*, I hereby appoint the whole residue and remainder of my subjects, hereby disposed, including the capital that shall be lent out for answering the said annuities, as the annuities severally fail, to be employed by the said Preceptor and Patrons, in the manner following, viz. they shall, in the first place, for the encouragement of honest trade and industry, lend out six several principal sums of fifty pounds sterling each, to six several merchants, burgesses and gild brethren in Glasgow; and six several principal sums of six hundred merks Scots each, to six several craftsmen

burgesses and gild brethern in Glasgow, to enable them to prosecute their business and trades, and that without any obligation for interest (except as under-written) upon the said merchants and tradesmen severally granting bond, with undoubted personal security, to repay the said principal sum, free of all charges, with a fifth part thereof further of penalty, in case of failure, at the first term of Whitsunday or Martinmas that shall occur after the date of the bond; but the said Preceptor and Patrons are hereby authorized to allow the said sums to lay over without interest for the space of five years, after the said term of payment, unless they shall be of opinion that the circumstances of the case render it proper or necessary to call up the same sooner, of which the said Preceptor and Patrons are to be the only judges; and the bonds to be granted for the said sums, shall bear them to be received from *Daniel Baxter, bookseller, his Mortification*, and shall contain a clause obliging the granters to pay the lawful interest thereof, from and after the date of any summons or charge to be given for payment of the same, as also obliging them to make payment of the lawful interest of the said sums, from and after the date of the said bonds, in case any part of the said sums shall be remaining unpaid up at the distance of six months after such charge, and as the said principal sums shall be from time to time paid up, they shall always of new be lent out upon the same terms in all time coming. In the second place, after the said principal sums are once lent out, the said Preceptor and Patrons, shall employ the *residue and remainder*, of the said subjects upon the purchase of land, or shall lend out the same on good real or person security, and shall take the vouchers and securities thereof, conceived in favour of themselves, as Patrons of Daniel Baxter's mortification, for the purposes after-mentioned, and shall, in all time thereafter, apply the annual proceeds thereof, after deduction of all expence of management, in payment of the following

yearly charities, or in case the said annual proceeds should be insufficient to pay the whole of the said charities, then of such of them as the Preceptor and Patrons shall think most proper, viz. To three poor men burgesses and gild brethren of Glasgow, whose birth or former situation in life may entitle to respect, the sum of one hundred pounds Scots yearly, during their life, they being in need and continuing to deserve the same; to three poor women, being the widows or daughters of respectable burgesses of Glasgow, the sum of one hundred pounds Scots each yearly, during their lives, they being in need and deserving thereof; and to six children of such burgesses of Glasgow, fifty pounds Scots each yearly, for the space of four years, the said children not being under eight years nor above ten years of age, at the time the said charity is first bestowed upon them. They the said children during the years of receiving the said donation, shall follow out regularly, either a Latin, or writing, arithmetic and book-keeping education, and continuing to renew and bestow said donations, under the name of Daniel Baxter's mortification at the end of every four years, or from time to time as the same becomes vacant; and in the event that there shall be any part of the proceeds of my said subjects still remaining after lending out a capital sufficient to answer the said yearly charities, I hereby appoint such surplus to be laid out in the purchase of land or lent and secured by the said Preceptor and Patrons in manner before mentioned, and the yearly proceeds thereof to be applied by them for such uses and purposes as I shall direct, by writing under my hand; and failing thereof, either in augmentation of the yearly charities before mentioned, or of the sums to be lent out free of interest, or for any other yearly charitable uses, the said Preceptor and Patrons shall think proper; such charitable purposes, being always given and received under the designation of Daniel Baxter's mortification; and any applicant who is a blood relation of mine, shall in the first place, and any who bear the name of Baxter

shall in the second place, be preferred to any of the benefits or mortifications before specified; and in the event I shall not myself name a factor, for ingathering my subject after my decease, I hereby authorize the said Preceptor and Patrons, to name one for uplifting and ingathering the subjects hereby disposed, and to allow such factor a reasonable gratification for his trouble; and after the same are uplifted, I hereby ordain and appoint the said Preceptor and Patrons, to make out and subscribe a fair and regular account shewing the free amount thereof, with an obligation subjoined thereto, that the same shall be applied in manner herein before directed, which account and obligation, they shall insert in the books of the hospital, and shall thereafter register the same in the books of Council and Session, or any other competent record. It being hereby declared that the books and accounts of the subjects hereby conveyed, and mortifications and donations paid therefrom, shall at all times be kept separate, regular and distinct, ballanced and docketed by the Preceptor and Patrons, once each year, and the mortifications and charities bestowed shall bear the designation of Daniel Baxter's mortification. And I hereby reserve to myself full power and liberty, at any time of my life and even on deathbed, to revoke, alter or innovate these presents, in whole or in part, as I shall think fit by a writing under my hand; and I hereby dispense with the delivery hereof, and declare that these presents, so far as not altered or revoked, though found lying in my own custody, or in the custody of any other person, at the time of my death, undelivered, shall be as valid and effectual, to all intents and purposes, as if the same had been formally delivered during my life: and I consent to the registration hereof in the books of Council and Session, or any others competent, therein to remain for preservation, and, for that purpose, constitute

Pro'rs, &c. IN WITNESS WHEREOF, these presents,

wrote upon this and the seven preceding pages of stamped paper, by John Shiels, clerk to James Hill, writer in Glasgow, are subscribed by me, at Glasgow, the fourteenth day of October, one thousand seven hundred and seventy-six years, before these witnesses, the said James Hill and John Shiels.

(Signed) DANIEL BAXTER.

Jas. Hill, witness—John Shiels, witness.

Follows nomination of Executors.

I, DANIEL BAXTER, bookseller in Glasgow, do hereby, in the event of my death without heirs of my body, nominate, constitute and appoint, Andrew Cochran, Esq. the Preceptor, and the Patrons of that Hospital in Glasgow, called Hutchesons' Hospital, and his and their successors in office, to be my Executors; and I hereby empower them to give up an inventory and confirm and to intromit with, levy and reover my whole goods, gear, debts, and other moveable effects and subjects; for one half whereof, after payment of my debts and funeral charges, they shall be accountable to Mary Cameron, my present wife, in case she survive me, in terms of our contract of marriage; and the other half thereof, or (in case the said Mary Cameron shall die before me) the whole thereof, they shall be obliged to pay and apply in terms of a General disposition of my whole subjects executed by me in favour of them, as representing the said Hospital of the same date with these presents; and I hereby declare, that my said Executors shall not be liable for omissions or to do diligence, nor shall they be entitled to any part of my said subjects in virtue of their office, or for their trouble in the execution thereof, but shall be obliged to apply them wholly as aforesaid; consenting to the registration

hereof in the books of Council and Session, or any others competent, therein to remain for preservation; and constitute

Pro'rs, &c. IN WITNESS WHEREOF, these presents, wrote upon stamped paper, by John Shiels, elerk to James Hill, writer in Glasgow, are subscribed by me, at Glasgow, the fourteenth day of Oetober, one thousand seven hundred and seventy-six years, before these witnesses, the said James Hill and John Shiels.

(Signed) DANIEL BAXTER.

Jas. Hill, witness—John Shiels, witness.

Follows Alteration in part of a Settlement, by Daniel Baxter.

I, DANIEL BAXTER, bookseller in Glasgow, considering that, upon the fourteenth day of Oetober, seventeen hundred and seventy-six years, I exeecuted a settlement of my whole subject, reserving power at any time of my life, even on deathbed, to alter the same in whole or in part, by a writing under my hand, Do, in eonsequeene of that power, make the following alterations in part of the foresaid settlement:—

1mo. The bursary to be given to a good boy son of a burges and gild brother of this burgh, attending the Humanity class, well reeommended, (espeeially by his former teachers) be at the disposal of the Magistrates, Dean of Guild and Convener, the Ministers of the eity, the Principal, and Professor of Divinity, and the five Regents, to eontinue the five years he attends the several gown elasses, and the first year he attends the divinity hall, as it is judged a young man of merit may in that time be able to push his way. so as to pursue his education thereafter.

2do. As John Stark is now provided for from another fund, I ordain his pension to be given to William Coehran, book-binder, who long attended my shop.

3tio. As I apprehend there will be an exeresence of some hundred pounds of my subjects more than will satisfy the destinations of my settlement, I order a dividend, of said exeresence, to be made equally among the children of the foresaid Alexander, Jean, Janet and Margaret Baxters; and I ordain that this money be paid within two years after my death, for the use of said children, to such persons as may have a right to receive it for them.

4to. I appoint Mr. James Hill, writer, as factor upon my estate, and a reasonable salary be allowed him until all be properly gathered in and settled.

5to. I appoint, that any person who can make out propinquity to the fourth degree, be preferred to these charities before any stranger, and, after such relations, the names of Baxter, Barr, Wingate, Cuninghame and Cameron, if well recommended, and burgesses and gild brothers, and that they be preferred in the order they are herein mentioned.

6to. I ordain, that any money that may be unoccupied for a time, be put into the hands of the City Chamberlain, or lodged with any of the banks of credit, at four per cent.

And I still reserve to myself power to make what further alterations I shall see meet, by a writing under my hand; and I consent to the registration hereof in the books of Council and Session, or any others competent, therein to remain for preservation, and for that end constitute

Pro'rs, &c. IN WITNESS WHEREOF, I have written and subscribed these presents, consisting of this and the preceding page of stamped paper, at Glasgow, the twenty-fourth day of February, seventeen hundred and seventy-nine years, before these witnesses, John Sloss, merchant in Glasgow, and William Sloss, elerk to Sloss, Miller & Co. tallow-handlers there, witnessess likewise to subscribing the marginal note on the first page.

(Signed) DANIEL BAXTER.

John Sloss, witness—William Sloss, witness.

[No. IX.]

TRUST SETTLEMENT BY WILLIAM SCOTT,
TOBACCONIST IN GLASGOW, *Dated 14th October, 1818.—*
Registered in the Books of Council and Session, 28th
December, 1818.

I, WILLIAM SCOTT, tobacconist in Glasgow, being resolved to settle the succession to my heritable and moveable property, so as to prevent all disputes thereanent after my death; and having full confidence in the integrity and abilities of the persons after named for executing the Trust hereby committed to them, do hereby under the conditions and provisions, and for the purposes after specified, Give, Grant, Assign, Disponc, and Convey from me after my death, to and in favour of James Guthrie, manufacturer in Glasgow; James Paterson, manufacturer there; Donald Cuthbertson, accountant there; Alexander Hamilton, tobacconist there; Robert Alexander, tobacconist there; and James Hamilton, tobacconist there; and to the acceptors and survivors, acceptor and

survivor of them, and such other persons as they or the acceptor or acceptors, survivor or survivors shall assume as Trustees alongst with them, in virtue of the powers herein after committed to them, any two being a quorum, so long as that number shall remain to act as Trustees for the purposes aftermentioned, and to the Assignees of the said Trustees, heritably and irredeemably, all and sundry lands, heritages, teinds, adjudications, tacks, heritable bonds, and other heritable subjects; and also, all and sundry goods, gear, debts, stock in trade, or in any copartnery, household furniture and plenishing, sums of money, bank notes, gold and silver, coined or uncoined, and other moveable effects, and in general, my whole estate, heritable and moveable, real and personal, of whatever nature or wherever situated, belonging, or which shall belong and be owing to me at the time of my death, whether by bond, bill, account, promissory note, letter, ticket, or any other way with the said bonds, bills, and whole other vouchers, instructions, and conveyances thereof, writs and deeds granted, and diligence and execution used for payment or security of the said debts and effects, together with all right, title, and interest which I have or may pretend to the said lands, heritages, means, estate, and effects now belonging to me, or that shall be pertaining to me at the time of my death, and particularly without prejudice to the said generality. (*Here follows an enumeration of some heritable securities belonging and mortgaged to the Testator, with a Procuratory of Resignation, and some other clauses of form not necessary to be repeated here.*) FARTHER, I hereby assign and make over to, and in favour of, my said Trust Disponees, the whole writs and evidents of the said subjects, with the whole clauses and obligations therein contained; and also, the rents, maills, and duties of the said subjects, and all action and execution competent for the recovery of said rents, and for exhibition, delivery, and implement of said writings. But

these presents are granted, and to be accepted by my said Trustees for the uses and purposes, and with and under the obligations, declarations, and powers after-written, viz':—*In the first place*, for payment of all just and lawful debts owing by me at the time of my death, which I empower my Trustees to pay, upon being satisfied of the justness thereof, without the necessity of decrees of Constitution, also, sick-bed and funeral expenses, in a suitable manner, all which I appoint them to pay from the first and readiest of my means and estate. *In the second place*, I appoint my said Trustees to pay the sums of money after specified, which I give, legate, and bequeath to the following legatees, viz':—To each of my two nephews, Ninian Scott, and William Scott, sons of the said deceased David Scott, my brother, Twenty pounds sterling; and to each of my other two nephews, John Scott, and George Scott, sons of the said deceased David Scott, Fifteen pounds sterling, being to enable my said four nephews to purchase suitable mournings; to James Whyte, sometime clerk to my said brother, Thirty pounds sterling; to Margaret Aitken, my present servant, provided she is in my service at my death, Twenty pounds sterling, to buy her mournings; to the Royal Infirmary of Glasgow, Sixty pounds sterling; to the Glasgow Lunatic Asylum, Fifty pounds sterling; to the Magdalene Hospital of Glasgow, Thirty pounds sterling; and to the Lock Hospital of Glasgow, Ten pounds sterling, for the use and benefit of these Charitable Establishments respectively, all which Legacies I appoint to be paid within one month after my death, with interest thereafter, till payment. *In the third place*, my said Trustees shall distribute and divide my body clothes and certain other articles after specified, to and among my said four nephews, Ninian, William, John, and George Scott as follows, viz':—one fourth share of my body clothes and the silver watch and case left me by my brother, to the said Ninian Scott; one fourth share of my body clothes and my gold watch

and seals thereto appended, with all my rings, buckles, brooches, snuff-boxes, and trinkets, my mother's chest of drawers, and the family bible, with box and stand belonging to it, left to me by my brother, to the said William Scott; another fourth share of my body clothes and my silver watch, to the said John Scott; and the remaining fourth share of my body clothes, to the said George Scott—all which articles I leave, legate, and bequeath to my said nephews respectively, and appoint my said Trustees to deliver to them accordingly. *Fourthly*, my said Trustees shall, as soon as may be conveniently done after my death, dispose of my moveable property, excepting my body clothes, and other articles above specified, and shall also sell my heritable subjects, either by public roup or private bargain, as they shall think proper; and they shall lend out the proceeds of my said heritable and movcable estate upon sufficient heritable security in their own names, as Trustees under this Deed of Settlement; and the money which may be owing to me, on bond, by the Trustees of the Clyde Navigation, my said Trustees may either allow to remain in their hands, or call up and lend on heritable security as they may think proper. *In the fifth place*, after payment of all my debts, sick-bed, and funeral charges, and the Legacies aforesaid, the free residue of my property shall remain vested in my said Trustees, and such others as they may assume from time to time, by virtue of the powers after-written, in trust for the uses and purposes following, viz^t :—the amount of the free annual interest and income of my said estate shall be paid over each year by my said Trustees, in four equal parts or shares, to and among my said four nephews, Ninian, William, John, and George Scott, during their respective lives, and that by such instalments, weekly, monthly, quarterly, or otherwise, as my said Trustees shall think fit and direct; but in respect the said John Scott possesses a shop in Saltmarket-street, to which he derived right from his de-

ceased uncle, William Glen; and in respect the said George Scott by his father's Settlement is allowed Two hundred pounds sterling, more than either the said Ninian or William Scott. Therefore, and in order to equalize in some degree the annual income of my said nephews, I hereby order and direct that a sum equal to the interest of Two hundred pounds sterling shall be deducted annually from the share of income hereby destined to each of the said John and George Scott, and added to the shares payable to the said Ninian and William Scott during their respective lives, and a similar deduction shall eventually be made from the shares payable to the children of the said John and George Scott, and added to those payable to the children of the said Ninian and William Scott, in case such children shall succeed to a share of the income or fee of my said estate as after provided: And in case at the death of my said nephews, all or any of them shall have lawful issue, the same share of the yearly income of my said estate shall descend and be paid to the child or children equally of each of my said nephews, which had been paid to my nephews themselves, and that in such instalments as my said Trustees shall think fit, until the said children shall respectively arrive at the age of Twenty-five years complete; and in the event of a child or children of all or any of my said four nephews surviving to the said age of Twenty-five years, I hereby destine and appoint one fourth part or share of the fee or capital stock of my said estate to fall or belong to the child or children equally, of my said four nephews so attaining to the said age; the sum of Two hundred pounds sterling being always deducted from the shares which may fall to the families of the said John and George Scott, and added to those of the said Ninian and William Scott, as before-mentioned, it being understood that the proportion due to each child shall be payable so soon as he or she survives to the said age, in so far as such proportion can then be ascertained; and according to this destination and

division of the fee of my said subjects and estate, my said Trustees shall pay or convey to such child or children, their share or shares thereof, on their respectively attaining the said age; and I hereby specially provide and declare that the annual rent and interest of my said estate hereby provided to be paid to my said nephews and to their children in manner foresaid, is, and shall be entirely for their aliment, and shall not be subject to their debts or deeds, nor to the diligence of any of their creditors, nor shall my said nephews or their children be entitled in any manner to assign, transfer, or dispose of the said provisions in their favour, it being my express will and intention that the same shall be and remain purely alimentary until the periods arrive for determining the final succession to the fee of my estate, in terms of this deed. AND FURTHER, in the event of all or any of my said four nephews dying without lawful issue, or of such issue not attaining the age of Twenty-five years, the fourth part or share of the fee or capital of my said estate, which I had destined to the child or the children of each of my nephews, shall then fall and belong to the Preceptor and Patrons of that Charitable Foundation in Glasgow, called Hutchesons' Hospital, it being hereby expressly ordained, that in no case shall ever the child or children of any one of my said four nephews succeed or be entitled to more than the fourth share which had been liferented by their father, (regard being always had to the deduction to be made from the shares of the said John and George Scott as aforesaid,) but that on the death of any one or more of my nephews, without leaving lawful issue, or upon the death of the whole children of one family before any of them arrive at the age of Twenty-five years, in every such event, one or more fourth shares of the fee of my estate shall fall and belong to the said Preceptor and Patrons; and such share or shares so descending to them, I order and appoint to be added to the funds of the said Hospital, and the annual rent or income thereof to be applied

for the support of old men, old women, and the maintenance, clothing, and education of boys, according to the existing Rules of the Hospital as to qualification of applicants or otherwise, in the proportion of one fourth of the income to the men, one fourth to the women, and one half to the boys; but it is my express will and desire, that the annual pensions to be given from my said estate shall not be less than Twenty pounds to old men, and fifteen pounds to old women, and that the sums given in name of maintenance to boys, shall not be less than four pounds sterling, besides the other usual allowances for clothing and education; and in all applications for the benefit of the charity to be bestowed from the Funds of my estate, I direct that the names of Scott and Anderson shall have the preference. *In the sixth place*, I hereby authorize and empower my said Trustees, and the acceptors or acceptor, survivors or survivor, at any time they shall think proper to assume such other person or persons as they may think fit as Trustees, along with them in the management of the property hereby conveyed, who shall act under the same powers and conditions in every respect as the Trustees hereby specially named. *Lastly*, I hereby nominate and appoint my said Trustees and such others as they shall assume, to be my sole executors and intromitters with my moveable estate, and also to be Tutors and Curators to the child or children of all and each of my said four nephews, in regard to the subjects and estate hereby eventually bequeathed to them, during their hail pupilarities and minorities; and I declare that my said Trustees shall not, as such, nor as Tutors and Curators, be bound to do diligence, nor be liable *singuli in solidum*, nor for omissions, but for their own actual intromissions only, with power also to name and appoint factors, for whose actings they shall not be answerable, and to allow them such factor fee as my Trustees shall think reasonable; and I hereby revoke all former Settlements, reserving full liberty at any time, even on death-bed, to alter or totally cancel these presents

as I may think proper, dispensing with the delivery hereof, and declaring these presents to be effectual though found lying by me at the time of my death, or in the custody of any person to whom I may entrust the same, and I consent to the Registration hereof in the Books of Council and Session, or others competent, therein to remain for preservation, and thereto Constitute

Procurators. IN WITNESS WHEREOF, these presents, consisting of this and the nine preceding pages, all written on stamped paper, by William Aitchison, writer in Glasgow, are subscribed, along with the marginal addition on page sixth, written also by the said William Aithchison, at Glasgow, the fourteenth day of October, one thousand eight hundred and eighteen years, before these witnesses, William Greig, victualler in Glasgow, and the said William Aitchison, writer hereof.

(Signed) WILL. SCOTT.

William Greig, witness—Will. Aitchison, witness.

[No. X.]

TRUST SETTLEMENT BY MARY HOOD, *Dated 26th December, 1817.—Registered in the Books of Council and Session, 18th December, 1818.*

I, MARY HOOD, residing in Drygate of Glasgow, daughter of the deceased James Hood, excise-officer there, considering that I have lately succeeded as residuary legatee of the deceased Alexander Hood, Esq. of the Island of Mountserrat, my brother, to his estate, and being resolved to execute a Deed of Settlement of my whole heritable and moveable estate as afterwritten, do hereby give, grant, assign, and dispone, to and in favours of the Reverend Dr. John Burns, minister of the Barony Parish of Glasgow, Daniel Mackenzie, and Andrew Sym, merchants there, and Donald Cuthbertson, accountant there, and to the acceptors and acceptor, survivors and survivor of them, the major number accepting and surviving, from time to time, being a quorum, and to such other person or persons as they or their foresaids shall assume as aftermentioned, all and sundry lands and heritages, debts, heritable and moveable, stock in the Public Funds, house furniture, books, money, and in general my whole means and estate, real and personal, of whatever nature or denomination, and wherever situated, presently belonging, or which shall belong to me at the time of my death, together with the whole title-deeds, documents, and vouchers, of or concerning my said estate, and all rights competent by Law for the securing, obtaining payment, and recovery thereof. But these presents are granted by me, and to be accepted by my said Disponees in trust, for the ends and purposes aftermentioned, viz:—*In the first place*, my said Trustees shall be bound and obliged as by acceptation hereof, they bind and oblige themselves to pay out of the first and readiest of the estate and effects

hereby conveyed, my sickbed and funeral charges, with all my just and lawful debts, which they are hereby authorized to pay on their own conviction of the justness thereof, and without requiring them to be legally constituted. *In the second place*, I hereby appoint my said Trustees and their foresaids to pay the following Legacies. (*Here follows a variety of special Legacies to personal friends.*) *In the third place*, I appoint the residue of my said estate to be applied by my said Trustees and their foresaids in aid of the Institutions for charitable and benevolent purposes, established, or to be established, in the City of Glasgow or neighbourhood thereof, and that in such way and manner, and in such proportions of the principal or capital, or of the interest or annual proceeds of the sums so to be appropriated, as to my said Trustees and their foresaids shall seem proper: Declaring, as I hereby expressly provide and declare, that they shall be the sole judges of the appropriation of said residue for the purposes aforesaid. Moreover, for the ends and purposes herein before written, I hereby specially authorize my said Trustees, and the acceptors or acceptor, survivors or survivor of them, from time to time, by a writing under their or his hand, to assume any other person or persons they shall think fit to be Trustees or Trustee, in the room of such of the Trustees before named, as shall not accept, or who shall decease; and it is hereby declared, that the person or persons so assumed, shall have the same powers, and be entitled to the same exemptions as are conferred on the Trustees herein named. And I hereby nominate and appoint the saids Doctor John Burns, Daniel Mackenzie, Andrew Sym, and Donald Cuthbertson, and the acceptors and acceptor, survivors and survivor of them to be my executors or executor for the ends and purposes herein specified, excluding and debarring my nearest in kin, and all others from that office, and with all the powers competent by Law to executors-nominate; and I hereby specially authorize and em-

power the said Trustees and Exceutors, and their foresaids, to appoint either one of their own number, or any other person they think fit, to act from time to time as their factor in the recovery and management of the said Trust Estate, and to allow such factor a suitable gratification for his trouble, over and above all the expenses to be incurred by him in the said recovery and management; and the said Trustees and Executors are hereby specially authorized to settle by compromise, or arbitration, any doubtful or disputable claims for or against my estate: Declaring always, as I hereby expressly provide and declare, that my said Trustees and Exceutors, and their foresaids, in the execution of the trust herein committed to them, shall not be liable for omissions or neglect of any kind, or *singuli in solidum*, one for another, or for the factor to be from time to time appointed by them, but each shall be liable for his own actual intromissions only. *Lastly*, I reserve to myself my liferent use and enjoyment of the whole subjects hereby conveyed, with full powers to me at any time of my life, and even on death-bed, to alter, innovate, or revoke these presents, in whole or in part, and to assign, convey, and dispone the estate and effects hereby made over, in any manner I may think proper; and I dispense with the delivery of these presents, and declare that the same shall be valid and effectual, though found lying in my own custody, or in the custody of any other person, undelivered at the time of my death: And I consent to the registration hereof in the Books of Council and Session, or other Judges' Books competent, therein to remain for preservation, and for that purpose constitute

my Proeurators. IN WITNESS WHEREOF, these presents written on this and the two preeeding pages of stamped paper by John Lang, writer in Glasgow, are subscribed by me, with this declaration, that the words 'five hundred,' in the thirty-fourth line from the beginning of the first page, are

partly written on erasure before subscription, and that the legacy to the said William Hill, third son of William Hill, manufacturer in Glasgow, is £500, which declaration is also written by the said John Lang, before subscription; and these presents are subscribed by me, at Glasgow, the 26th day of December, in the year 1817, before and in presence of these witnesses, the said John Lang, writer hereof, and Archibald Lang, writer in Glasgow.

(Signed) MARY HOOD.

John Lang, witness—Archibald Lang, witness.

Follows Extract from the Minutes of the Trustees of "Miss Hood's Charitable Institution," resolving to make over a part of her Trust Funds to Hutchesons' Hospital, dated 3d March, 1827.

“Considerable doubts having been for sometime past entertained, whether it was competent for the Trustees under Miss Hood's Settlement to be themselves the founders of a Charitable Institution, such as that which they have established for the relief of unmarried Females of advanced age, and in decayed circumstances, the Settlement only authorising the Trustees to apply the residue of the Estate *in aid* of the Institutions for charitable or benevolent purposes, established, or to be established in this City or its neighbourhood, the Trustees have come to the resolution of discontinuing the management of the Institution in its present form, and of paying to the Preceptor and Patrons of Hutchesons' Hospital the sum of Six thousand pounds sterling, on condition of their applying the interest thereof in payment of the pensions, amounting to Three hundred pounds a-year, already granted by the Trustees, and on condition of the vacancies which will hereafter

occur, by the death of Pensioners, being filled up by said Preceptor and Patrons, with as much conformity to the Regulations framed by the Trustees of "Hood's Charitable Institution," as the laws of the Hospital will permit. The Preceptor and Patrons having expressed their readiness to accept of such a donation, on the terms mentioned, and their clerk being at present engaged in preparing a Deed of Discharge and agreement to that effect, the Factor is hereby authorised, on receiving said Deed duly executed, to pay to the Preceptor and Patrons, or their Cashier, the foresaid principal sum of Six thousand pounds, and the interest thereof at *five per cent.* from the term of Candlemas last, till the payment shall take place."

Follows Receipt and Acknowledgement to Miss Hood's Trustees.

WE, The Royal Incorporation of Hutchesons' Hospital, in the City of Glasgow, CONSIDERING, That the deceased Mary Hood, sometime residing in Drygate, daughter of the deceased James Hood, excise-officer in Glasgow, by her Settlement, dated the 26th day of December, 1817, and registered in the Books of Council and Session, the 18th day of December, 1818, appointed The Rev. Dr. John Burns, minister of the Barony Parish of Glasgow, Daniel Mackenzie, Esquire, and Andrew Sim, Esquire, merchants there, and Donald Cuthbertson, Esquire, accountant there, her Trustees and Executors; and after bequeathing various legacies therein specified, she appointed the residue of her estate to be applied by her said Trustees in aid of the Institutions for charitable and benevolent purposes, established, or to be established, in the City of Glasgow or neighbourhood thereof, and that in such way or manner, and in such proportions of the principal or capital, or of the interest or annual proceeds of the sums to be

appropriated, as to her said Trustees and their foresaids should seem proper, declaring that the said Trustees shall be the sole judges of the appropriation of the said residue for the purposes foresaid, as the said Settlement here referred to bears. AND WHEREAS, the said Trustees had judged it most expedient and proper that the dividends, interests, or annual proceeds of a part of the nett stock or funds belonging to the said Mary Hood should be granted on charitable pensions as follows:—

The pensions to be payable half-yearly, at Candlemas and Lammas, and the representatives of pensioners dying shall not be entitled to any part of the pensions payable at the term following their death.

Applicants of the name of Hood shall, *cæteris paribus*, be preferred, and the female relations of the late Miss Hood should be entitled to a preference, although they should not answer the description after given, provided they be of good moral character, and in indigent circumstances.

The pensioners shall be unmarried females of irreproachable character, natives of the City or Barony Parish of Glasgow, and who have been resident in said City or Parish, for at least five years; or if not natives, for at least ten years previous to their applications to be enrolled as pensioners, if not less than fifty years of age, and who from easy or respectable circumstances have been reduced to indigence.

The amount of the pensions to be granted shall not be under Five pounds, nor above Twenty pounds sterling per annum.

And whereas, the said Trustees having proposed to pay over to us the sum of £6000 sterling, burdened at present with the different pensions to the several individuals specified and contained in the list or schedule hereunto annexed, upon condition of our paying the foresaid pensions; and also, on condition of our granting these presents, Therefore we do hereby acknowledge to have received on the second day of February,

1827, notwithstanding the date hereof, in aid of our said Hospital, the foresaid sum of £6000 from the said Trustees, by the hands of the said Donald Cuthbertson, Esquire; and we hereby bind and oblige ourselves to content and pay the several pensions to the respective persons mentioned in the said list, during the periods they are respectively entitled thereto; and also, it is hereby provided and engaged that in disposing of the future pensions, or in the application of the future nett rents or proceeds of the said sum of £6000 sterling, according as the same shall become free or arise, and be at our disposal by the failure of the pensioners or annuitants specified in the said schedule or list, we shall conform to the foresaid regulations, or opinion, and wish of the said Trustees as above expressed, *In so far as we competently can do the same, or are authorised by, and according to, the existing Rules and Regulations of our said Hospital, made, or to be made, as accords, but no further.* And we do hereby forever exoner, acquit, and discharge the foresaid Trustees of the said Mary Hood, not only of the said sum of £6000, but of all claims and demands whatsoever, competent to us against them by or under the said Settlement, saving and excepting any further sum they may hereafter think fit to appropriate to us, and saving also our claims and rights as accords in the event of any extinction of the said Trust, without a full appropriation by the said Trustees of all the residue of the said funds and estate of the said Mary Hood; and we consent to the registration hereof, in all Judges' Books competent, for preservation and execution, as effects, and thereto constitute

Procurators. IN WITNESS WHEREOF, these presents, written upon stamped paper, by William Kennedy, apprentice to William Davidson, writer in Glasgow, are subscribed along with the schedule of pensions endorsed hereon, written by the said William Kennedy, by William Smith, Esquire, merchant in

Glasgow, Preceptor, and Laurence Hill, writer in Glasgow, clerk of the said Incorporation, in their name and behalf, and the seal of the said Corporation affixed hereunto, at Glasgow the 23d day of February, 1827 years, before these witnesses, George Millar, clerk to the said William Smith, and Daniel M'Laren, servant to the said Laurence Hill. Signed and sealed accordingly.

The foregoing are the whole principal Deeds of Mortification. In the publication of 1800 however, there is mention made of "Scotstarvet's Mortification," as one under the charge of the Patrons of this Hospital, and the revenues of which were received for a number of years, in return for educating in the Hospital school, certain scholars elected by the representatives of Scotstarvet and other Patrons; but in February, 1811, these revenues were, along with the scholars, transferred to Wilson's School; and as since that time none of the revenues have been paid to this Hospital, no further notice of this Mortification can be taken here. Mention is also made in the above publication, of what is there termed "Snow's Mortification," although nothing had at that time been received from this source; on receiving the funds it appeared that these were not bequeathed with any particular specification or directions as to their application, but merely for the general behoof of the Hospital, like other legacies which have been left by charitable individuals or wellwishers of the Institution; accordingly the names of Mr. Snow and of all these other benevolent donors, with the amount of their benefactions, are printed in a separate list at a subsequent page, the Deeds bequeathing the same, not forming Constitutional Deeds for the government of the Patrons.—But it is

proper and necessary to give at length here the two following Minutes, for although these might perhaps fall more properly under the designation of the Statutes, or Rules and Regulations of the Hospital, yet the narratives they contain, and the resolutions proceeding thereon, appeared so important as to cause them to be placed among the Deeds of Constitution or Mortification, in the publication of 1800, of which publication the present professes to be as far as possible merely a second edition, with such corrections as well as continuations or additions only as the progress of time or of enquiry has evolved.

[No. XI.]

Extract from the Minutes of the Patrons of Hutchesones' Hospital, 27th. September, 1659, at settlement of accounts with the Town of Glasgow.

“THE said day it is thought guid and fitting, be all present, That there be some eleetit by the Magistrates and Councill to meet with the Ministers, and to consult anent ane more formal way of fitting the Hospital's counts hereafter, and for cleiring the Ministers interest y^runtill, and anent the filling up of the number of the poor in the said hospital, according to its rent, as near the Fundators' will as may be.

“The whilk day, for as much as at the first buying of the lands of *Gorbals* and *Brigend*, the equal half thereof was bought for the use of Hutchesones' Hospital, and that for the weil and behoof of the poor therein placed, and hereafter to be placed thereintill, and the Maister and Treasurer thereof for

the time was infest in the equal half of the said haill lands, and the rights thereof so drawn up accordingly, upon his undertaking to pay the equal half of the price thereof; and the hospital falling far short of its part of the price of said lands, the town was necessitat to pay out and advance what the said hospital was defficient theirintill, and for this cause has intromitted with the rent of the fourth part of the said lands in Gorbals, as being the equal half of the hospital's part thereof, and that, for divers years bygone. And now the Magistrates and Council, patrons of the said hospital, being most desirous and willing that the said hospital should have the possession, with the full equal half of the rents of the said lands according to its first right thereof, to the effect that more poor people may be now sustainit therein, according to the Fundators' will; and it being most necessar before that be done, that ane compt should be made and settled betwixt the town and the said hospital, that it may be clearly understood and known what the town had debursit for the said hospital, the fitting of the whilk compt has been the desire of many well affected to the said hospital heretofore, and has been hinted at by sundries, but yet left imperfectit, and it being seriously recommended by the Council to the Magistrates, they, after much pains taken theirintill, finding it impossible to clear the said compt unless they comptit from the first buying of the Gorbals, and therefore they charged the town with the intromission of half of the hospital's half of the rent of the said lands for the crops 1650 and 1651, conform to the rental of the same lands (although little or nothing was got in these twa years, being both destroyed) and of all years sinsyne; as also, did compt to the hospital for twa thousand pounds principal soum, and — years' annual rent thereof, extending now to four thousand and fourtic pounds, for the which the town had given bond to Mr. Thomas Hutchesone for the like sum advanced by him for the use of the public; and it was thought the town not to

be burdened therewith (although then mortified to the hospital) while it was repayed again by the public, whilk never was as yet. The said compt being this day given in and produced in the said hospital, publiclie and distinctlie read over and over again, the same was well weighed and considered by those who were present and being found sufficientlie clear, was appointed by them here to be recorded.

“N.B.—After this follows the particular account, by which it appears that the Hospital was indebted to the town in the sum of £17,876 : 5s. 2d. Scots, with the following note added thereto, viz., It is to be remembered that the town has not deducted any of the rent for the years 1650 and 1651, although little or no rent was received for any of these years ; likeways has not retained the Hospital’s fourth part of their proportion of the minister’s stipend out of the tiends, nor their proportion of what they should have payed to the College, nor for the feu duty of the said lands, nor what expence the town has been at for maintenance and entries.”

“ After reading and perusing of the whilk compt, it being found thereby that the said Hospital will be owing to the town, £17,876 : 5s. 2d. and the hospital having nothing to pay the same, but ane bond granted by the Marquis of Argyle for 10,000 merks, whereof there is owing seven years annual rent at Candlemas next, and 8000 merks principal sum owing by the Laird of Lamont and his cautioners, whereof there will be sixteen years annual rent at Candlemas 1660 owing on the one half thereof, and the annual rent of the other half will be owing for the space of other sixteen years at Whitsunday 1660, (the non-payment of the whilk annual rents being the main cause that so few poor for the present are sustained in said Hospital) the town therefore for the tender respect they have to the said Hospital, and that more poor may be sus-

tained thereintill, according to the Fundators' will, have resolved to accept of the said sums, owing by the said Marquis of Argyle and Laird of Lamont and their cautioners, with the bygone annual rents thereof, and the inseeking thereof upon the town's own charges; and appointed the bond, and other wrytes relating thereto, to be delivered to the town. And, for balancing the compt right, the town is to give back again to the Hospital, ane bond granted by the late Laird of Caprington and his cautioners, containing £1000 principal, with the haill annual rents thereof restand owing unpayit, whilk was formerly assignit, by the said hospital, to the town, in part payment of its debts; and the town is to pay into the hospital's Maister or Preceptor £83: 14s. 11d. to balance aright the said compt, as said is; and the Maister of the Hospital is appointit and ordainit to assign to the town the said debt, owing by the Marquis of Argyle and the Laird of Lamont, and their cautioners, with the haill annual rents of the same above mentioned, restand awand unpayit; as also to concur with the town all manner of way, as accords of law, for ingetting thereof; and to give up to the town the £2000 bond before discountit."

[No. XII.]

Extract from the Minutes of the Patrons of Hutchesons' Hospital, 15th. September, 1737, at admitting Women to be Pensioners upon the funds of the Hospital.

“THE which day the Magistrates, Councillors and Ministers foirsaid, patrons of Hutchesons' Hospital, universally convened, now and on several occasions, having duly considered

the deeds of mortification made and executed by the deceased George and Maister Thomas Hutchesons, and the subject sums and securities dotted by them for erecting the edifice and hospital, now called Hutchesons' Hospital, which was appointed and designed, by the donors, for the support, education and maintenance of twelve old men and twelve young boys; and that albeit a considerable part of the soumes destinated and conveyed by the donors, for the above purposes, could never be recovered, on account of the intestine troubles and commotions which happened at that time, but was entirely lost, yet the Magistrates and Town Council of the City of Glasgow, for rendering the pious design of the mortifiers effectual and preserving the memory of their pious intention, and for encouraging other well disposed persons to follow their example, from the experience of the care and concern of such patrons, did out of the revenue and common stock of the City, make good and effectual to the hospital, these deficiencies, and on different occasions purchased for the said hospital, and obtained rights and securities in favours of the patrons thereof, and for the use and behoof of the hospital, of lands and heritage, to a great advantage, whereof they are in the peaceable possession, and by the frugal management of the patrons, and their predecessors from time to time, and by some furdur donations which the patrons obtained, they have not only securities and subject sufficient to answer and defray the expence of upholding and keeping in good repair and order the edifice, garden and orchard of the hospital, and of supporting, educating and maintaining the twelve old men and twelve boys, which was the purpose and intention of the several mortifications, but also, have so far augmented the stock as may afford a maintenance to a greater number of poor indigent persons; and the patrons considering, that the funds of the whole hospitals of this city, except that of the Town's Hospital, which promiscuously applies, without distinction, are

destinate and appointed for the support of poor old decayed men, such as the Merchants' Hospital, the Trades' Hospital, and St. Nicholas' Hospital; and that twelve old men are also maintained in Hutchesons' Hospital, and twelve boys, in pursuance of what was designed by the Founder of that hospital; and that, hitherto, there has been no provision made, in this city, for the support of poor old decayed women, and widows and relicts of persons who have been in credit and reputation, and that seeing the will and design of the Founders of Hutchesons' Hospital has been religiously observed, and funds secured and established for answering that purpose, in all time coming; and through the beneficence of the Magistrates and Town Council of the City of Glasgow, and by some further donations, and advantageous purchases procured and obtained by them, the annual revenue of the hospital may be henceforth sufficient for maintaining of some old women, without encroaching upon the stated allowance fixed by the rules of the hospital, for the support, education and maintenance of the twelve old men and twelve boys, for whom the hospital was founded, which rules are always to be understood to be sacred and to be religiously observed, without any alteration or innovation thereof, or encroachment thereon, or diminution of the allowance or number of persons pointed out by the donors. Therefore the patrons have unanimously resolved and determined to bestow and apply such part, as from time to time the patrons shall judge convenient, of the superplus excreseing rents and revenues of the said hospital, over and above the stated annual expence for the maintenance of the twelve old men and twelve boys, and keeping the edifice, garden and orchard in good repair; and which surplus, as before observed, arises from the beneficence of the Magistrates and Town Council of Glasgow, and some donations obtained by them; and that towards the maintenance of poor old decayed women, widows and relicts of persons who have been in credit and reputation in this city, during their

widowity, and so long as they are not otherwise provided and shall reside in this city; and whose husbands or fathers were burgesses other than honorary; and if in low circumstances, would have been entitled and capable of receiving such benefit, and to allow to each woman, who shall hereafter be named by them to enjoy that benefit, the like sum and allowance as is given and paid to each poor man, and to be payable in the same and like terms."



RULES AND REGULATIONS.

IN virtue of the foregoing Deeds, Grants, and Royal Charter, and of the powers necessarily inherent in the managers of such an Institution, the Preceptor and Patrons have, at various dates, passed sundry rules and standing orders for their own government, and for the management of the funds and estates entrusted to their charge. The Rules now in force, and which must continue so till regularly altered by the Patrons, are exhibited in the following Abstract which has been drawn up under sanction of a Committee specially appointed for printing this edition of the Constitution, or History, and Regulations of the Hospital, and has been considered and approved of by the Patrons.

PATRONS.

These consist of the Lord Provost, Magistrates, and Councillors of the City of Glasgow, including the Dean of Guild and Deacon Convener; and also, of the Minister of the High Church of Glasgow, and of the Ministers of the other nine Established Churches of the City, eleven being a quorum; and in them is vested the whole management of the Institution.

PRECEPTOR.

The Preceptor is chosen annually by the Patrons, at the general meeting held shortly after the election of Town

Councillors, and he has invariably been one of the Council at the time of his first election; but there are instances, both before and since the date of the Royal Charter, of the Preceptor having been continued in office after he had ceased to be in the Council. He may from year to year be re-elected. He is, when present, chairman of all meetings, and is ex-officio a member of all Committees. If at any of the general meetings he is absent, the Patrons make choice of one of their number to be chairman of that meeting. It is the Preceptor's province to receive first, for examination, the accounts and books of the Hospital; to see that the minutes of the meetings are properly taken down, engrossed in the sederunt book, and authenticated by the chairman's signature; to direct the subordinate officers; to fix the precise days of the stated and other meetings of the Patrons, whom he may convene as often as he thinks necessary; and to take that general superintendence and direction of the Institution and all its affairs which the Master (one of his former titles) can be expected to afford.

GENERAL MEETINGS.

There are four stated General Meetings in the course of the year.

The *First* of these is held in the month of November, as soon after the annual election of the Councillors as can be conveniently fixed. At this meeting, the Preceptor, and the different Committees, with their Conveners, and the Chamberlain, Schoolmasters, and Master of Works, who is also the Officer, are elected for the following year.

These Committees are as follows:—

The Committee on Lands.
 The Committee on Finance.
 The Committee on Education.
 The Committee on Repairs.
 The Committee on Clothing.

The Committee on applications for Pensions.
 The Committee to enter Vassals and sign Charters and other Deeds.

The majority of the members of each Committee, unless a different number is named, constitutes a quorum.

The *Second* meeting is generally held in March. At this meeting the Factor's books and accounts for the preceding year, after having been examined and docketted, or reported on by the Committee, are submitted to the Patrons; and if they are approved of by them the Factor is discharged for his intrusions during said year. At this meeting also the report of the Finance Committee on the state of the Funds, and the list of Pensions which have fallen by death or otherwise during the previous year, are produced and considered; and the sum to be set aside for distribution in new or increased pensions is fixed. The Boys for the School are also elected at this meeting.

The *Third* meeting is generally held in May. This is the only meeting at which new pensions are granted, or former pensions increased; and the pensions of such persons formerly enrolled as may be found to have sufficient means of their own, or derived from other Institutions, to live upon, may be diminished or struck off altogether.

The *Fourth* meeting is generally held in August. There is no particular business assigned for transaction at this meeting.

All General Meetings are constituted and closed by prayer or benediction, by any clerical Patron present, who is called on by the Preceptor or Chairman.

At all General Meetings the minutes of the immediately previous meeting, as well as the minutes of the intervening Committee Meetings, are read as soon as the meeting is constituted.

At all General and Committee Meetings, the Preceptor or other Chairman has a deliberative vote, besides the casting vote in all cases of equality.

In the event of any very clamant or signal case of distress being brought before them, the Patrons may, at any of these general meetings, authorize the Preceptor to grant an order on

the Factor for a small sum to relieve such distress; but such aid is by no means to be continued, and must be considered as a deviation from the established rules.

PENSIONERS.

These consist of men and women of good life and conversation, and of decayed circumstances; and who are known to be destitute of help and support at the time of their application. No recipient of parochial charity can be admitted to the benefit of the funds of this Institution.

The qualifications of pensioners of each sex are as follows:—

MEN.

1st, *Age*.—They must be above fifty years, and this fact must be established either by a certificate from the Register of the Parish in which they were born or baptized, or by other satisfactory evidence.

2nd, *Citizenship*.—They must have been Burgesses, other than honorary, for at least five years previously to the date of their application, and this fact must be ascertained by the production of their Burgess ticket.

3rd, *Previous Profession*.—They must have been merchants, craftsmen, or of any other trade without distinction; and they must have been not merely operatives, but such as have carried on business to some extent on their own account.

WOMEN.

1st, *Age*.—They must be above fifty years, and this fact must be established by a certificate from their Parish Register; but if they be widows, left destitute, with two or more children depending on them for maintenance, they may be admitted on the production of similar proof that they are forty years complete.

2d, *Title*.—They must be either the daughters or widows

of Burgesses, other than honorary, who had been in trade on their own account, with credit and reputation; and this connexion must be established by the production of the Burgess ticket.

3rd, *Wives*.—No woman whose husband is in life, whether residing with her or not, is eligible as a pensioner.

MEN AND WOMEN.

1st, *Residence*.—The claims of applicants resident, at the date of their application, within the distance of one mile from Glasgow, are preferable to those resident at a distance.

2nd, *Name*.—The name of Hutchison has a preference under circumstances otherwise equal.

3rd, *Attestation*.—The petition must be accompanied with an attestation as to previous unexceptionable and correct life and conversation in all respects, by at least two persons of known respectability.

GENERAL RULES.

The Patrons have it in their power at any time, by a vote of the General Meeting, to discontinue any pension, and that without cause assigned, if they shall think proper.

All pensions are payable quarterly, in advance, or for the ensuing term's aliment.

On the death of a pensioner during mid-term, it is usual for the Preceptor or one of the Patrons, to give an order for payment of a sum not exceeding one quarter's pension in name of extra charity, to assist the relatives to defray funeral expenses, securing the immediate return of the deceased pensioner's ticket of enrollment.

It was originally a regulation that no pension less than £10 per annum should be awarded to a man, nor less than £8 to a woman. The pensions to the males were, £15, £20, or even £25, when the applicant had been in a superior rank in life; and those to females, £12, £16, or even £20, in similar circum-

stances. The state of the funds, and the number of applications for some time, caused a departure from this regulation. The Patrons are now, however, desirous to adhere to it.

DANIEL BAXTER'S MORTIFICATION.

Applicants for pensions on this fund must be Burgesses, or widows or daughters of Burgesses, whose birth or former situation in life entitle them to respect, and who are in need.

Only three men and three women can be received upon the fund.

The amount of pension is fixed at £8:6s.8d. per annum to each person.

Blood relations of the founder have a preference; and after such relations, applicants of the names of Baxter, Barr, Wingate, Cunninghame, and Cameron, if well recommended, are preferable in the order mentioned.

MISS MARY HOOD'S MORTIFICATION.

Applicants of the name of Hood, *cæteris paribus*, and the female relations of the late Miss Hood are entitled to preference on this fund.

Applicants must be unmarried females of irreproachable character, and natives of the City or Barony Parish of Glasgow, who have been resident in said City or Parish for at least five years; or if not natives, must have so resided for at least ten years previous to the date of their application; they must be of not less than fifty years of age; and, persons who, from easy or respectable circumstances, have been reduced to indigence.

The amount of the pension to be granted to each shall not be under five pounds, nor above twenty pounds sterling per annum.

The pensions are payable half-yearly, at Candlemas and Lammas.

SCHOOL.

The School is exclusively for boys ; they are to be the sons of Burgesses, but by usage grandsons are admitted where the claims or circumstances are peculiarly strong. Applicants for scholarships on Hutchesons', or the general fund, must be above seven and not exceeding eight years of age on the first of March, in the year they apply for admission ; for scholarships on Daniel Baxter's Mortification, not under eight nor above ten years of age ; and for those on Blair's, it has been the practice to admit boys in their ninth year, who by the terms of his Mortification need not necessarily be sons of Burgesses. For Hutchesons', the names of Hutcheson and Herbertson are preferred ; for Scott's, those of Scott and Anderson ; for Daniel Baxter's the preferences are as in the case of applicants for Pensions ; and for Blair's, the names of Blair and Gemmill, *cæteris paribus*, have preferences.

The petition for admission, a printed form of which may be got from the Chamberlain, must be lodged before the last day of February, accompanied by the parent's Burgess ticket ; with a certificate of attendance, for a period of at least six months, from the teacher in whose school the boy has previously been ; an extract from the Parish Records, or other satisfactory evidence of the boy's age ; and a certificate from a surgeon that he is free from all infectious disease. The petition must also be attested by the minister and one of the elders of the church attended by the parents or guardians. Advertisements are to be inserted in the Glasgow Newspapers, in the beginning of February, for the information of those who mean to apply.

The boys admitted enter the school on the 26th April following, and are to continue five years, during which they are instructed in the principles of religion, reading, grammar, writing, arithmetic, and church music. Vacancies are not to be filled up until the day of annual election.

On or before the 26th of April yearly, each boy receives a suit of clothes, consisting of a jacket, vest, and trowsers; a pair of stockings, a pair of shoes, a bonnet, two shirts, and a pocket handkerchief. In November, they each receive another pair of shoes, two pairs of stockings, and two shirts. Their shoes are also repaired twice yearly. Each boy during the time he is in the school gets two mantles or cloaks; one in the November of the first year, and the other in the November of the fourth year. The boys, on Hutchesons' and Scott's Mortifications, are each allowed two pounds annually in name of maintenance money, payable half-yearly, at Whitsunday and Martinmas, to their parents or guardians.

The boys on leaving the school at the end of the fifth year, receive each a suit of clothes, &c. the same as the scholars.

If any boy has the misfortune to contract any infectious distemper, he is not to be admitted to the school till it is effectually removed.

If any of the boys show more than ordinary talent, they may be sent by the Patrons to the Grammar School for four or five years, during which time they are to have three suits of clothes every two years, with the same number of pairs of stockings, shoes, and shirts as formerly, but of a somewhat finer fabric than those attending the Hospital School. They are also allowed six pounds sterling annually, in name of maintenance money, payable half-yearly as the others.

Each of the boys is also allowed books, paper, pens, ink, slates, and every other necessary for the school, and is presented with a Bible on leaving it.

TEACHERS.

There is a principal or Head Master, a second Teacher, and a singing master. They must be well qualified, and men of good credit and reputation; and conduct their several departments

at all times to the satisfaction of, and according to the instructions that may from time to time be given by the Committee of Education.

All elections of the Head Master must proceed after a public advertisement in several well circulated Scotch Newspapers, intimating the intended appointment, and inviting candidates to appear. A comparative trial of the merits and qualifications of the candidates, must always take place, in such way and form as the Patrons may deem most expedient.

The Head Master has the privilege of residing in the house provided for the purpose at the school, free of taxes and water rent; and is provided with coal by the Hospital.

The hours of attendance on School are from half-past nine o'clock in the morning till one, and from two till four o'clock in the afternoon.

On Saturday the school meets from half-past nine o'clock in the morning till twelve o'clock noon only.

On every Sunday morning before public worship, the boys meet in the school-room, for at least an hour, for religious exercise and instruction. One of the teachers, or other competent person, afterwards accompanies them to church to attend to their behaviour. After forenoon service the boys return to the school-room, where, after partaking of a slight refreshment, they are again engaged in religious exercise till the afternoon service, when one of the teachers, as before, accompanies them to church.

It is the duty of the teachers to watch over the moral conduct and conversation of the boys as much as possible at all times; and to insist on their personal cleanliness and the proper care of their clothes.

Once in the year there is a vacation, the period of which is regulated by the vacation of the High School of Glasgow.

The teachers are never to employ substitutes in any case,

or on any occasion, without the sanction of the Committee of Education.

They are to keep a regular account of the attendance of the boys, and exercise a steady, uniform, and moderate discipline over them; and to officiate as clerks, if required, to all Committees of Education meeting in the school.

In case of misbehaviour, negligence, or incapacity being reported by the Committee on Education, the Patrons may, at any time, suspend for a period, all, or any of the masters, or deprive them of office, and proceed to the election of others.

CHAMBERLAIN, FACTOR, OR SECRETARY.

His duties are to attend all the Meetings of the Patrons, and to take minutes of, and enter into the Sederunt Book, all the proceedings; to give out to the Officer summonses for the meetings; to receive and discharge interest of money, donations, legacies, feu duties, rents, and such kind of floating debts due from year to year; to pay the pensions and charities of all kinds, as appointed by the Patrons, as well as the orders of the different Committees or their Chairman, for necessaries to the School or such like. He is not to call up any principal sums lent out in a permanent way, or to dispose of any heritable property without the order of the Patrons; and when any money in his hands amounts to £20, it is to be immediately deposited in a Bank Cash account for behoof of the Hospital, at such rate of interest as can be procured.

He is to keep regular account books, in mercantile form, of all his intrusions; and when these are balanced annually, he is to have them compared with the vouchers and docketted by the Committee appointed for that purpose, and afterwards to lay them before the Patrons at their meeting in March.

He has to give bond, with approved security for his intrusions.

He is allowed a salary of £5 per annum, and four *per cent.* upon the amount of annual collections of the funds of the Hospital. He is also allowed £8 per annum for his attention to the affairs of Baxter's Mortification.

He should be well acquainted with the standing rules of the Hospital; and it is his duty to inform the Preceptor, or Chairman, when any measure is proposed that is a deviation therefrom.

OFFICER.

The business of the Officer is to warn all the Patrons to attend the stated and other meetings, by a written or printed card, informing them of the time and place of such meeting, to be left at their houses or places of business, and to be in attendance at all the meetings of Patrons. He has to warn the feuars to attend the courts held at each term for collection of the revenues, and must conform himself in all respects to the orders and instructions of the Preceptor and Chamberlain.

No person holding any office or situation connected with the Institution, is to receive any fee or gratuity whatsoever from any recipient of the Charity, or from any parent or friend of such recipient, on account of, or in relation to, any advice or assistance or service in any manner of way connected with his office or duty, under pain of immediate dismissal.

DUTIES OF COMMITTEES AND GENERAL MANAGEMENT.

COMMITTEE ON LANDS.

The duty of this Committee is to attend to the feuing and management of the lands and other property of the Institution.

When any party wishes to feu land from the Hospital, a

written offer is to be given in to the Chamberlain, stating the situation and extent of the ground wanted, and the price offered per square yard. This Committee is then convened on as early a day as the Preceptor can fix, that the offer may be submitted to their consideration. It has not, for many years, been the practice to dispose of any of the Hospital's property either privately or in large lots. The Patrons consider it to be their duty, as administrators, to feu all their ground by public auction, in order to invite competition; to be cautious in selling large lots; and to look to the ground sold being immediately built on, as the building of dwelling houses in particular greatly enhances the value of the remaining lands. They therefore consider whether the price offered is such as, in the exercise of a sound discretion, they can recommend the land to be sold for; and if so, distinct advertisements, specifying the extent and situation of the land and the upset price at which the same shall be exposed to sale by public auction, with the place and time of sale, are then inserted in at least three of the local newspapers. The intending feuar has then an opportunity of repeating his offer; and should no higher offerer appear, he is preferred to the sale, and signs the articles of roup accordingly. The price per square yard offered at the roup is always understood as being convertible into an annual feu duty, at the rate of five *per cent.* upon the amount thereof, with duplications of the feu duty every nineteenth year, as an acknowledgement of the Hospital's superiority, in place of the feudal Casualties on the entries of Heirs, &c. Different building plans, prepared with a due regard to the respective situations of the Hospital's Lands, are kept by the Chamberlain; and all parties feuing ground are bound to erect houses according to the particular elevation, and finish them in a manner not inferior to that pointed out in the plans and articles of roup within the first year after entry; for which year, the Patrons, in order to encourage building, are in the habit of not exacting any feu duty.

COMMITTEE ON FINANCE.

The duties of this Committee are to examine the accounts and books of the Hospital—to compare and check therewith the printed annual abstract, of which a copy is sent to each Patron—and to report to the Patrons the state of the funds, and what amount they consider may be allowed for the charitable purposes of the Hospital for the ensuing year,—and to meet on any occasion when required, in regard to the funds or expenditure of the Hospital.

COMMITTEE ON EDUCATION.

The duties of this Committee are to examine the qualifications of the various applicants for admission into the school, and to inquire into all their circumstances, an abstract of which is annually prepared from the petitions and printed. After this examination, and a careful consideration of the case of each applicant, the Committee intimate to the Patrons those whom they consider the most deserving applicants, whose names are generally placed at the top of a revised list—a copy of which is sent to each Patron previous to the General Meeting in March. It is also a duty of this Committee to visit the school, by one or more of their number, at stated times; and to see to the improvement, if possible, of the plan of education, and to superintend its execution; to take care that the hours of teaching are observed; and to order the books and other stationery, &c. necessary for the school. They are likewise to enquire into the attendance of the boys; to take care that no undue severity be exercised over them by the masters; and if any are found careless or guilty of any impropriety, not so grave as to merit the attention of the Patrons at large, they are empowered, after proper admonition, to punish or suspend them as they may judge proper.

COMMITTEE ON REPAIRS.

It is the duty of this Committee to examine, when required,

the house property and buildings belonging to the Institution ; and to order such repairs and alterations as may be deemed necessary for the improvement and proper maintenance thereof.

COMMITTEE ON CLOTHING.

It is the duty of this Committee to attend to the clothing of the boys. They are to purchase the clothes, shoes, stockings, shirting, and other necessaries, by contract or otherwise, as they may deem most advantageous. It is their province to see that the boys are kept clean in every respect, and that their clothes are preserved in good order ; and if these are abused, lost, or disposed of, to use such reproof, disgrace, punishment, or suspension as they shall deem adequate. It is also expected that one or more of the members of this Committee visit the school occasionally, to see that these matters are properly attended to by the masters and all concerned.

It is further the duty of this Committee, or one of their number, to see that payment is made half-yearly, to the parents or guardians of the boys, of their maintenance money.

COMMITTEE ON APPLICATIONS FOR PENSIONS.

The duties of this Committee are first to examine the qualifications of such persons as may apply to be enrolled on the funds ; and to give instructions for issuing schedules only to such as they may consider fit and proper applicants. After the schedules given out have been filled up and returned to the Chamberlain, a printed list of the various applicants, with their respective circumstances, and divided into districts for their convenient visitation is prepared. The Committee then divide themselves into sub-Committees, each of which visits the applicants of a particular district at their own houses. The Committee then meet again, deliberate carefully on the reports of the sub-Committees, and draw up a list of those applicants whom they are prepared to recommend to the Patrons to receive the benefit of the charity, and of the amount of pension

to be granted to each, so as to exhaust the sum set aside for that purpose.

At the time of summoning the General Meeting in May, a copy of the printed list of applicants must be sent to each Patron.

It was the practice some years ago to advertise for applicants, but of late years it has been found that their number has been so great as to render such advertisement unnecessary.

COMMITTEE TO ENTER VASSALS, &c.

It is the duty of this Committee to sign the Feu-Contracts and Charters for entering vassals in the Gorbals lands, and other Deeds connected with the property of the Hospital.

We now proceed to give a list of the various legacies and donations made to the Hospital since its first institution. We also give statements of the existing or last year's Revenue, Expenditure, and Stock Accounts; and the names of all the gentlemen who have acted as Preceptors from the days of the Founders. After these will follow the reprint of the History published in 1800, and brought down to the present time.

LIST OF LEGACIES AND DONATIONS TO THE HOSPITAL.

		Sterling.
£	s.	d.
1648	John Wilson, sometime a Pensioner in the Hospital, £233 : 6s. 8d. Scots,	19 8 11
1709	Andrew Morsoun, mariner, £155 : 15s. 4d. Scots,	12 19 7
1718	The Town of Glasgow, some corners and pieces of ground to strait marches of Ramshorn lands, valued at 1,000 merks Scots,	55 11 2
1736 } 1737 }	Glasgow Assembly,	{ 18 17 9
1740	The Magistrates of Glasgow, some fines levied by them,	23 15 0
1745	Aikenhead,	5 0 0
—	Provost Coulter,	5 0 0
1748	Mrs. Luke, relict of Robert Luke, 100 merks Scots,	5 11 1
1754	Provost Peter Murdoch,	20 0 0
1759	Andrew Buchanan,	10 0 0
1761	Archibald Buchanan,	10 0 0
1739 } 1767 }	Anonymous, in various sums of from £5 to £20, almost annually between these years,	{ 240 0 0
1768	Mrs. Margaret Stewart, relict of John Pedie of Ruchill, 100 merks Scots,	5 11 1
1775	Mrs. Lilius Grahame,	20 0 0
1776	Jean Murdoch, daughter of Zach. Murdoch,	5 0 0
—	John Murdoch, late Provost,	15 0 0
1777	James Brown, hoir of Provost Cochran, out of respect to him, and knowledge of his intention to make a bequest to the Hospital,	100 0 0

Carry Forward, £571 14 7

	Brought Forward, £571	14	7
1781	Agnes Murdoch,	5	0 0
1786	Thomas Nicolson,	50	0 0
1788	James Coulter, merchant,	25	0 0
1798	Christian Dunlop, a Pensioner of the Hospital, £80, less Government tax, &c.,	74	13 6
1802	Peter Reid, merchant, Glasgow, £50, less Go- vernment duty,	47	0 0
1804	John Campbell of Clathie, £50, less Govt. duty,	46	0 0
1811	William Telfer, a Pensioner on the Hospital,	7	10 0
1814	James Henderson, merchant in Virginia,	400	0 0
—	John Snow, barber in Glasgow, the nett half of his whole means,	485	7 6
—	James Forrester, merchant, Glasgow, £40, less Government duty, &c.,	35	0 0
1815	Margaret and Janet Telfour, daughters of John Telfour, watchmaker,	20	0 0
1821	David Carrick Buchanan,	50	0 0
1828	C. Hutcheson,	15	0 0
1829	Miss Margaret Johnston, £200, less Govt. duty,	180	0 0
1833	Captain Robert Tennent of Wellington Square, Ayr,	500	0 0
		<hr/>	
		£2512	5 7
		<hr/> <hr/>	

REVENUE FOR THE YEAR 1849. HUTCHESONS'.

ORIGINAL FEELARS.	LOCALITY.	Date of Contract.	DUPLICANDS.	£	s.	d.
The City of Glasgow,	Ramshorn and Meadowflat lands,	1772	every 21 years aft. Candlemas 1809.	113	10	0
Ditto,	Part of ditto for Burying-ground,	1767		8	0	0
Ditto,	Cribs and Deanside,	1772		32	0	0
	N.B.—The Hospital pays the teinds and feu of these lands, and the City pays the cess.					
Robert Smith and Partners,	Hospital old Garden,	1788		74	15	0
Ditto,	For part of Mortified Property,	1795		147	10	0
Adam Thomson,	Remainder of ditto,	1795		107	0	0
John Boyd,	Tenement in Trongate, nearly opposite Hutcheson-street,			0	11	1½
William Brown,	Shop in ditto,			0	11	1½
James M'Lehose, now Thom's Heirs,	Three Acres on the north of Garnag,	1766		2	16	0
James Wylie,	Ground, north side of Garnag Hill,	1819		6	5	0
James M'Lehose,	Upwards of Three Acres in Gallowmuir,	1792	every 19 years aft. Whitsunday 1810.	50	18	0
				543	16	3
RENTS of Halls, Offices, Shops, &c. in the Hospital Buildings, John Street and Ingram Street.						
Hall, let to Glasgow Banking Company, (proportion from 5th April to Martinmas 1849),				£51	16	3
Upper Hall, (half-year to Martinmas 1849),				7	10	0
Rents for occasional use of Halls, previous to being permanently let,				14	15	2
Office in John-street,				31	0	0
Office in Ingram-street,				23	10	0
House, (top flat),				7	0	0
Shop in Ingram-street,				14	0	0
Office in Ingram-street,				23	0	0
House and Office in Ingram-street,				15	0	0
				187	11	5

REVENUE FOR THE YEAR 1849—Continued.

GORBALS LANDS.

FEU DUTIES, &c.

No. on New Plan.	ORIGINAL FEUARS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Feu Duties, with Augmentations.
					£ s. d.
1	James Dunlop and Andrew Houstoun,.....	Welleroff and Stirlingfold,.....	1792	Every 19 years after Martinmas 1790	258 0 0
2	William Campbell,.....	East side of St. Ninian and west side of Hospital Streets,.....	1793	Whitsunday 1793	8 10 7½
3a	} John M'Luekie,.....	West side of St. Ninian-street,.....	1793	{ Do. } Do.	3 13 7
4		Robert Muirhead,.....	West side of Hospital and south side of Govan Streets,.....		1793
5	Andrew M'Kendrick and John M'Leod,.....	East side of St. Ninian, north side of Govan, and west side of Hospital Streets,.....	1793	Do.	2 13 6
5a		N.B.—The Hospital acquired, in 1824, certain surplus feu duties which had been allocated by the feuars over parts of the last mentioned ground, with duplications thereof as in the case of the original feu duty of £67:12s., and amounting to.....	1793	Do.	67 12 0
6	John Allan,.....	West side of Thistle and east side of Hospital Streets,.....	Do.	Do.	3 16 4
7	John Robertson,.....	Adelphi, east side of Hospital and west side of Thistle Streets,.....	1795	{ Martinm. 1794 Whitsun. 1795	5 9 1
8	William Jamieson,.....	East side of Hospital-street,.....	1799	Whitsunday 1799	43 8 7½
9	Andrew M'Kendrick and James Corbett,.....	East side of Hospital-street,.....	1798	Whitsunday 1798	5 5 1
10	Andrew Brown and William Pollock,.....	East side of Hospital and west side of Thistle Streets,.....	1798	Do.	30 15 0
11	James Cross,.....	East side of Hospital-street,.....	1798	Do.	5 5 1
12	James Wright & Alexander Brown,.....	East side of Hospital and west side of Thistle Streets,.....	1798	Do.	11 16 3½
13	Robert Park and others,.....	Adelphi and west side of St. Ninian Streets,.....	1798	Whitsunday 1793	13 16 0
14	Robert Steel,.....	Relief Church, east side of Hospital, south side of Govan, and west side of Thistle Streets, and north side of Rutherglen-loan,.....	1799	Whitsunday 1799	42 2 1
15	David Laurie,.....	Adelphi and east side of St. Ninian Streets,.....	1800	Whitsunday 1793	11 14 0
		Tradecroft,.....	1802	Martinmas 1802	242 17 8

REVENUE FOR THE YEAR 1849—Continued.

No. on New Plan.	ORIGINAL FEUARS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Feu Duties, with Augmentations.
					£ s. d.
16	David Laurie,.....	Kirkcrotty,.....£475 4 9 Additional for allocation and claims of feu duty in regard to old Tollhouse Buildings, south-west end of Old Bridge, 28 16 9	1802	Every 19 years after Martinmas 1801	504 1 6
17	James Knowles,.....	N.B.—The Hospital acquired in 1823, from Mr. Robert Ferrie, a surplus feu duty beyond the previously allocated sums due to the Hospital, which he had made payable out of part of Kirkcrotty, with duplication as in original Feu Contract, amounting to.....	Do.	Do.	25 0 0
18	William Bow,.....	Adelphi and west side of Hospital Streets,.....	1802	Whitsunday 1802	15 3 0½
19	William Thomson,.....	North side of Rutherglen-loan,.....	1802	Do.	4 6 10
20	John Thomson,.....	Do. do.	1802	Do.	5 3 1
21	John Hamilton,.....	Adelphi and west side of Crown Streets,.....	1802	Do.	5 3 1
22	Hugh Mann,.....	Adelphi, east side of Crown, and east and west sides of Rose Streets,...	1802	Do.	17 2 10
23	Alexander Waddell,.....	Adelphi and east side of Thistle Street,.....	1802	Whitsunday 1801	69 13 11¾
24	William Thomson & James Corbett,.....	East side of Hospital, north side of Govan and west side of Thistle Streets,.....	1802	Whitsunday 1802	30 5 8
25	John Chambers,.....	North side of Rutherglen-loan and west side of Hospital-street,.....	1803	Do.	17 11 8½
26	Donald Clark,.....	South side of Govan-street,.....	1800	Whitsunday 1799	6 4 4½
27	Robert Thomson, jun., {	East side of Rose-street,.....	1803	Do.	4 19 5½
28	William Aitchison, James Hill, & Rob. Thomson, jun. {	East side of Thistle, north side of Govan Streets,.....	1803	Martinmas 1802	21 15 1½
29	Wm. Aitchison & Jas. Hill, & Andrew M'Kendrick,.....	East side of Thistle, north side of Govan, and west side of Crown Streets,.....	1803	Do.	76 14 4½
30	Robert Thomson, jun.,.....	West side of Rose, north side of Govan, and east side of Crown Streets, East side of Thistle-street.....	1803	Martinmas 1802	106 19 0½
31	Robert Thomson, jun.,.....	East side of Rose and south side of Govan Streets, and north side of Rutherglen-loan,.....	1803	Do.	41 6 11
32	Robert Thomson, jun.,.....	West side of Rose, south side of Govan, and east side of Crown Streets, and north side of Rutherglen-loan.....	1803	Do.	34 9 0½
33	William Aitchison, & James Hill,.....	West side of Crown, south side of Govan, and east side of Thistle Streets, and north side of Rutherglen-loan,.....	1803	Do.	83 2 7
34					68 12 11

REVENUE FOR THE YEAR 1849—Continued.

No. on New Plan.	ORIGINAL FEUERS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Feu Duties, with Augmentations.
					£ s. d.
35	Thomas Granger,.....	West side of Crown-street,.....	1803	Every 19 years after Whitsunday 1802	6 1 2½
36	Robert Thomson,.....	East side of Rose-street,.....	1802	Do.	16 9 0½
37	Thomas Davidson,.....	West side of Hospital-street, running to a point south side of Rutherglen-loan,.....	1804	Martinmas 1803	1 11 9½
38	} Alexander M'Kerlie,...	West side of St. Ninian-street,.....	1805	Whitsunday 1803	14 17 11
38a		South side of Govan-street,.....	1806	Martinmas 1806	4 3 11½
39	William Nisbet,.....	East side of Hospital-street and south side of Rutherglen-loan,.....	1806	Whitsunday 1806	12 3 6½
40	Allan Graham,.....	North side of Rutherglen-loan,.....	1807	Do.	17 0 7½
41	John Smith,.....	East side of Muirhead-street and north side of Rutherglen-loan,.....	1811	Whitsunday 1807	3 3 9½
42	'Trades' House & Incorporated Trades of Glasgow,.....	Part of Eglinton-street, opposite Pretty-three,.....	1812	Whitsunday 1824	7 3 11
43	John Thomson,.....	East side of Thistle-street,.....	1824	Do.	16 4 1
44	Alexander Duncan,.....	West side of Hospital-street, and centre of Greenside-lane,.....	1824	Martinmas 1822	16 15 0
45	George Duncan,.....	do.	1824	Do.	6 3 5
46	James Craighead,.....	Part of Pretty-three, west side of Pollock-shaws road,.....	1824	Whitsunday 1824	8 14 6
47	Alexander Jarvie & James Nisbet,.....	do.	1825	Do.	30 17 11
48	William Thomson,.....	West side of Hospital-street and centre of Greenside-lane,.....	1826	Martinmas 1825	17 10 0
49	William Caldwell,.....	East side of Main-street and west side of Greenside-lane,.....	1825	Do.	61 5 6
50	Robert Clark,.....	East side of Main and south side of Greenside Streets, and west side of Greenside-lane,.....	1826	Martinmas 1826	26 7 10½
51	John and William Dunlop,.....	East side of Crown-street,.....	1826	Whitsunday 1827	25 11 5½
52	George Duncan,.....	West side of Hospital and south side of Greenside Streets, and centre of Greenside-lane,.....	1827	Do.	36 8 11½
53	John Lawson,.....	West side of Hospital-street,.....	1828	Whitsunday 1828	452 11 3½
54	William Dixon,.....	East side of Hospital-street, south side of Rutherglen-loan, and north side of Cumberland-street,.....	1828	Whitsunday 1828	13 9 10½
55	John M'Skimming,.....	East side of Main-street and west side of Greenside-lane,.....	1829	Martinmas 1829	14 2 2
56	Thomas Newton,.....	Do.	1829	Do.	14 12 10
57	John Cameron,.....	do.	1830	Whitsunday 1830	63 17 8½
58	Archibald Edmiston,.....	West side of Crown, south side of Cleland, & east side of Thistle Streets,.....			

REVENUE FOR THE YEAR 1849—Continued.

No. on New Plan.	ORIGINAL FEUERS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Feu Duties, with Augmentations.
					£ s. d.
59	Archibald & Robert Smith,	East side of Crown-street,	1830	Whitsunday 1830	17 4 11½
60	James Cross, (Excambion.)	West side of Crown-street and south side of Rutherglen-loan,	1831		
61*	Robert Graham, Henry Paul and others,	Gorbals Youth School, north side of Greenside-street,	1834	Whitsunday 1834	1 1 0
62	Mrs. Allison Colquhoun,	Part of Pretty-three, west side of Pollockshaws-road,	1834	Martinmas 1833	7 15 0
63	Dugald M'Coll,	Do. do.	1835	{ double entry of each hear and singular successor. Do. Do. Do.	5 5 0
64	Andrew Young,	East side of Main-street and west side of Greenside-lane,	1835	Do.	12 5 11
65	Robert Nicol,	East side of Crown-street,	1835	Do.	13 14 7½
66	John and Robert Davidson,	North side of Cleland-street,	1835	Do.	4 9 9
67	John Ewing,	East side of Hospital-street,	1835	Do.	5 13 0
68	John Brown,	West side of Thistle-street,	1836	Whitsunday 1836	5 10 7
69	John Cooper,	East side of Crown-street,	1836	Martinmas 1837	13 0 0
70	George Thorburn,	West side of Crown and north side of Cumberland Streets,	1836	Whitsunday 1836	26 17 4
71	Robert Leech,	West side of Thistle-street,	1836	Martinmas 1836	6 0 7
72		West side of Crown, east side of Thistle, and north side of Cleland Streets,		Whitsun. 1836	31 0 3½
72a	Archibald Edmiston,	East side of Crown-street,	1836		40 19 9¼
72b		West side of Crown and east side of Thistle Streets,			22 15 2¼
73		South side of Cleland-street,	1836	Martinmas 1836	4 7 2
74	Robert Armour,	West side of Thistle and north side of Cleland Streets,	1837	Martinmas 1837	5 7 4
75	Church Building Society,	West side of Hospital and north side of Greenside Streets,	1837	Lammas 1838	16 12 1½
76	James Blackwood,	East side of Hospital-street,	1838	Whitsunday 1838	7 10 6
77	Daniel Murray,	East side of Hospital-street,	1838	Martinmas 1838	6 6 10
78	Donald Ross,	East side of Hospital and north side of Cleland Streets,	1839	Martinmas 1841	33 8 4½
79	Archibald Russell,	West side of Hospital-street and centre of Greenside-lane,	1840	Martinmas 1839	20 15 6½
80	James Kerr,	West side of Crown-street and east side of Cathcart-road, at south end,	1841	Whitsunday 1841	25 3 3½
81	John Thomson, jun.,	East side of Hospital and west side of Thistle-streets,	1841	Do.	27 11 0¼
82	Robert Craig,	West side of Hospital-street,	1842	Candlemas 1842	16 6 3

* This feu duty augmentible to £14:8s.2½d., with corresponding duplication, in the event of the ground being made use of for any other purpose.

REVENUE FOR THE YEAR 1849—Continued.

No. on New Plan.	ORIGINAL FEUERS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Fen Duties, with Augmentations.
83	Robert Davidson,.....	East side of Hospital-street,.....	1843	Every 19 years after Martinmas 1842	£ s. d. 6 18 4
84	Peter Johnston,.....	West side of Thistle-street and south side of Rutherglen-loan,.....	1843	Whitsunday 1843	12 11 8
85	William Renison,.....	East side of Hospital-street,.....	1843	Martinmas 1842	6 18 4
86a	} Mrs. Elizabeth Neilson or Johnston,.....	West side of Thistle-street,.....	1843	Whitsunday 1843	10 12 11
86b		Do. do.			
87a	} James and William Crawford,.....	Do. do.			
87b		Do. do.			
87c		West side of Hospital and north side of Cumberland Streets,.....			
87d		North side of Cumberland-street and centre of Greenside-lane,.....			
87e		East side of Greenside-lane,.....			
87f					
87g					
88a	} Robert Neil,.....	East side of Hospital-street,.....	1843	Martinmas 1841	48 12 9
88b		Do.			
88c					
88d					
88e					
89	William Taylor,.....	East side of Hospital and north side of Cleland Streets,.....	1843	Whitsunday 1843	5 7 7½
90	William Weir,.....	East side of Thistle-street,.....	1843	Martinmas 1843	5 14 5¼
91*	The Rev. Dr. Leishman & others,.....	Strathbungo Church, east side of Pollokshaws-road,.....	1843	} Do. Do. Do. Do. Do.	0 0 0
92	} James Turner,.....	West side of upper Crown-street,.....	1843		11 17 6
93		Do.		11 17 6	
94	Robert Johnston,.....	South side of Cleland and west side of Thistle Streets,.....	1843	Do. Do. Do.	6 3 0¾
95	The Glasgow Gas Light Co.	Part of Barr's park, north of Sheill's-loan,.....	1844	Whitsunday 1844	94 3 9
96	John Rankin,.....	West side of Greenside-lane,.....	1844	Do. Do. Do.	4 6 1
97	Mrs Margaret Rankin or Smith,.....	Do. do.	1844	Do. Do. Do.	4 7 11¼
98	Matthew Hepburn Gibson,.....	East side of Crown-street,.....	1844	Do. Do. Do.	13 8 7
99	} John Grandison,.....	West side of Thistle-street,.....	1844	Do. Do. Do.	6 2 4
100		Do.	Do.		
101	Daniel McDonald,.....	South side of Rutherglen-loan,.....	1844	Do. Do.	6 5 2

* The ground and buildings to revert to the Hospital in the event of the Church not being kept up and maintained as a place of public worship in connection with the Established Church of Scotland.

REVENUE FOR THE YEAR 1849—Continued.

Noon New Plan.	ORIGINAL FEUERS.	LOCALITY.	Date of Contract.	DUPLICANDS.	£ s. d.	Few Duties, with Augmentations.
102	Matthew Hepburn Gibson,	East side of Crown-street and south side of Rutherglen-loan,.....	1844	Every 19 years after Whitsunday 1844	12 8 0½	
103	David Simpson,.....	West side of Rose-street and south side of Rutherglen-loan,.....	1844	Martinmas 1844	14 17 4	
104	George & James Herbertson	East side of Hospital-street,.....	1845	Martinmas 1842	8 5 4½	
105	George and James Herbertson,.....	Do.	1845	Martinmas 1843	{ 6 18 3½	
106	Robert Neil,.....	Do.	1845	Do.	{ 6 18 3½	
107	William Scott,.....	West side of Greenside-lane,.....	1846	Whitsunday 1845	4 10 7½	
108	Trustees of School,.....	Do.	1847	Do.	2 2 0	
109*	Angus Taylor,.....	East side of Thistle-street,.....	1845	Martinmas 1845	8 3 0	
110		Do.		Do.	{ 6 9 5	
111	Allan M'Lean,.....	East side of Thistle and north side of Cumberland-street,.....	1845	Do.	{ 6 14 4	
112		North side of Cumberland-street,.....		Do.	{ 4 0 5	
113		Part of Barr's park, north of Shiell's-loan,.....		Contract not Completed, Whitsunday 1846	70 4 4	
114	Do.	Do.	1846	Whitsunday 1846	502 19 0	
115	Polloe & Govan Railway Co.	West side of upper Rose-street,.....	1846	Martinmas 1846	22 8 6½	
116	General Terminus Railway Co.,.....	Do.	1847	Martinmas 1846	11 4 7	
117	John M'Dowall,.....	Do.	1846	Do.	21 6 5	
118	John M'Dowall,.....	(First terms payment, Martinmas 1849, for half year preceding.)	1848	Do.	21 19 5	
119	John Bryce,.....	West side of Hospital-street and centre of Greenside-lane,.....		Do.	10 3 0	
120	David Jackson,.....	Do.		Do.	11 1 9	
121		Do.		Do.	10 1 11	
122		West side of Thistle-street,.....	1847	Do.	9 15 6	
123	John Thomson,.....	West side of Thistle and north side of Cumberland Streets,.....		Do.	9 15 2	
124		North side of Cumberland-street,.....		Do.	10 2 6	
		(First terms payment, Martinmas 1849, for quarter of year preceding.)				
		North side of Cumberland and east side of Hospital Streets,.....				
		East side of Hospital-street,.....				
		East side of Hospital-street,.....				
		(First terms payments for 122, 123, and 124, Martinmas, 1850, for quarter of year preceding.)				

* The ground and buildings to be appropriated and used for the Education of children of the labouring, manufacturing, and other poorer classes in Gorbals.

REVENUE FOR THE YEAR 1849—Continued.

No. on New Plan.	ORIGINAL FEUARS.	LOCALITY.	Date of Contract.	DUPLICANDS.	Feu Duties, with Augmentations.
					£ s. d.
125	James Hosie,.....	East side of Thistle-street,.....	1847	Every 19 years after	9 8 5
126	John Cameron and Spouse,	West side of Greenside-lane,..... (First terms payment, Martinmas 1849, for half year preceding.)	1848	Martinmas 1847	6 6 2
128	William Weir,.....	East side of Thistle-street,..... (First terms payment, Whitsunday 1850, for half year preceding.)	1849	Martinmas 1848	9 11 8
129		East side of Thistle-street,..... (First terms payment, Whitsunday 1851, for half year preceding.)			
130	Thomas Bennie,.....	East side of Thistle-street,..... (First terms payment, Whitsunday 1852, for half year preceding.)	1850	Whitsunday 1850	6 3 10
131		West side of upper Rose-street,..... (First terms payment, Whitsunday 1852, for half year preceding.)			
132	John Cameron,.....	West side of Main-street,..... (First terms payment, Martinmas 1851, for half year preceding.)	1850	Do.	15 13 2
133	James Turner,.....	West side of upper Crown-street,..... (First terms payment, Martinmas 1851, for half year preceding.)	1850	Do.	17 10 0
134	William Mitchell,.....	East side of Main-street,..... (First terms payment, Martinmas 1851, for half year preceding.)	1850	Do.	17 1 1
135	John Adamson,.....	Corner of Cathcart-road and Cumberland-street,..... (Feued at 20s. per square yard, on 27th September 1850, but Contract not completed.)			
	George Pollock and others, Pauls & Hiltons,.....	Houses south-east of Old Bridge, Ground Rent out of Property east side of Main-street, Gorbals, and north side of Greenside-street,.....			11 17 6½
					14 5 1½
					4385 6 94

DUPLICANDS, &c.

Archibald Edmiston's Heirs, No. 58, Whitsunday 1849,	£63 17 8½
A. & R. Smith, No. 59, ditto,	17 4 11
One year's feu duty for standing corner of Crown and Cumberland Streets, being No. 127, which fell back to the Hospital through Feuar's failure to implement,	12 8 1
	<hr/>
	£93 10 8½

REVENUE FOR THE YEAR 1849—Continued.

GORBALS LANDS.

RENTS, &c.

TENANTS.	LOCALITY.		
George Gordon,.....	Farm,.....	233	11
William Wilson,.....	Brickfield in Pretty-three, lordship of 2s. 4 ³ d per 1000 Bricks,.....	132	2
Cleansing Committee of the City of Glasgow,.....	An acre of ground, part of Barr's park and road, (½ year),.....	10	9
William Dixon,.....	Old Toll House, south end of Crown-street,.....	45	0
William Wilson,.....	Birmingham Cottage, Eghinton-street,.....	12	0
Mrs. Peter M'Cabe,.....	Small Brick House, Eghinton-street,.....	8	0
R. Thomson & Son, formerly G. Aitken,.....	For liberty of Laying Pipes through Parapet Wall, from Clyde to Works,.....	5	0
From sundry Tenants,.....	For Rope-works, Vacant Ground, &c.,.....	69	2
		515	5
		7	7

In the publication of 1800, there are said to be three galleries upon the east and north east of Govan Church, containing 16 pews, from No. 1 to 16, and stated to hold 109 persons, which belong to the Barony of Gorbals;—they are still in *Cumulo* betwixt the Town, the Trades' House, and the Hospital.
The only rent received by the Hospital, in account of these seat rents, is One Guinea yearly,.....

ABSTRACT OF THE REVENUE FOR 1849.

Hutchesons'.

Fees of Ramshorn and Meadowflat,	153	10	0
Ground Annals of Hutcheson-street, &c.,	390	6	3
	<hr/>		
	543	16	3
	187	11	5
	<hr/>		
	731	7	8
Rents of Halls, Offices, Shops, &c. in the Hospital Buildings,	258	0	0
Gorbals Lands—Fees duties, &c. viz:—	242	17	8
Wellcroft and Stirlingfold,	529	1	6
Tradescroft,	31	1	8 $\frac{3}{4}$
Kirkcroft,	667	7	1
Pretty-three,			
Barr's Park,			
Hutchesontown,			
St. Ninian's Croft, viz:—	950	11	10 $\frac{1}{2}$
Docanyfauld, Orchard, and Lawson's Garden, &c.,	1680	4	3 $\frac{1}{2}$
Ground Annual from House south-east of			
Old Bridge,	11	17	6 $\frac{1}{2}$
Ground Rent from Property corner of			
Greenside and Main Streets,	14	5	1 $\frac{1}{2}$
	<hr/>		
	26	2	8
N. B.—This includes £185 : 3s. 7 $\frac{1}{2}$ d. of increase on old	2656	18	9 $\frac{1}{2}$
fees for Building Hutchesons' Bridge.	<hr/>		
	4385	6	9 $\frac{1}{2}$

To reconcile this Abstract with the Books, it will be necessary to deduct the proportion of new fees, not becoming payable until expiry of term allowed for building, and for ground feued in 1850, being,

	141	14	8 $\frac{1}{2}$
	<hr/>		
	4243	12	0 $\frac{1}{4}$
	93	10	8 $\frac{1}{2}$
	515	5	7 $\frac{1}{2}$
	1	1	0
	<hr/>		
	5584	17	0 $\frac{1}{4}$
Duplicands, &c.,	57	4	8 $\frac{1}{2}$
Rents,	108	1	7
Rents of Seats in Govan Church,	545	7	7 $\frac{1}{2}$
	<hr/>		
	710	13	11
Deduct Repairs on Buildings,			
Public Burdens,			
Miscellaneous, including Officers' Salaries,			
	<hr/>		
	£710	13	11
Carry Forward,	£5584	17	0 $\frac{1}{4}$

ABSTRACT OF THE REVENUE FOR 1849—Continued.

DEDUCT Interest, viz., on £25,000 debt over Gorbals Lands, 1187 10 0	Brought Forward, . . .	£710 13 11	5584 17 0½
On Bank and other Accounts,	1433 0 7		
Less Interest received from Trustees of Glasgow Bridges on debt of £20,000, £1000, and on arrears of feu duties recovered, £19 : 2s. 7d.,	1019 2 7		
Add Interest on Mortified Funds in hands of Hospital, belonging to Scott's, Hood's, and Daniel Baxter's Mortifications,	413 18 0		
	647 17 11	1061 15 11	1772 9 10
			£3812 7 2½
Scott's.			
Rents of House Property in Adelphi and Thistle Streets, Hutchesontown,	382 4 3		
Interest of £6500 of Mortified Funds in hands of the Hospital,	325 0 0	707 4 3	
DEDUCT Feu duty and Public Burdens on Property,	61 14 10½		
Repairs on do.	144 6 0½		
Charges,	20 8 3	226 9 2	480 15 1
Hood's.			
Interest of £4200 of Mortified Funds in hands of the Hospital,	210 0 0		
Do. on £700 lent on Property corner of Adelphi and Crown Streets,	35 0 0	245 0 0	
DEDUCT Charges,	1 9 0		243 11 0
Daniel Baxter's.			
Interest of £2822 : 8s. 2½d. of Mortified Funds in hands of the Hospital,	112 17 11		
DEDUCT Factor's Salary,	8 0 0	104 17 11	829 4 0
			£4641 11 2½
	Nett Revenue,		

EXPENDITURE FOR 1849.

Hutchesons'.

Pensions and Precepts to 46 Men, and 275 Women,	2532	5	0
Funeral Charges of 30 deceased Pensioners,	68	15	0
	<hr/>		
	2601	0	0

Scott's.

Pensions and Precepts to 11 Men and 40 Women,	425	0	0
Funeral Charges of 5 deceased Pensioners,	11	0	0
	<hr/>		
	436	0	0

Wood's.

Pensions and Precepts to 36 Women,	244	0	0
Funeral Charges of 3 deceased Pensioners,	6	0	0
	<hr/>		
	250	0	0

Daniel Baxter's.

Pensions to 1 Man and 5 Women,	50	0	0
	<hr/>		
	3337	0	0

School.

TOTAL NUMBER OF BOYS IN SCHOOL—164.

Maintenance Money,	277	0	0
Salaries to Teachers,	265	0	0
Clothing,	379	11	10½
Prizes, School-Books, and Stationery,	40	16	8
Class Fees for Boys in High School,	43	5	0
Entertainment at Annual Procession, and Refreshments on Sundays,	14	6	11
Coals and Cleaning School Rooms,	16	10	4
Sundries,	7	16	6
	<hr/>		
	1044	7	3½

PROPORTIONED AS FOLLOWS:—

Hutchesons',	827	0	7½
Scott's,	172	0	0
Daniel Baxter's,	45	6	8
	<hr/>		
Do. one Bursar,	1044	7	3½
	<hr/>		
	8	0	0
	<hr/>		
Total Expenditure,	4389	7	3½
Surplus Revenue,	252	3	11½
	<hr/>		
	£4641	11	2½

STATEMENT OF THE STOCK ACCOUNT.

STATEMENT OF THE STOCK ACCOUNT,

AS AT 31ST DECEMBER, 1849.

Hutchesons'.

HERITABLE PROPERTY.

Barony of Gorbals—Unfeued Lands—as valued in 1843, by Messrs. Edmiston, Baird, and Bennie, 59,122 7 2
Barony of Gorbals—Feued Lands, 94,559 12 10½

Ramshorn and Meadowflat, Hutcheson-street, &c., Feus and Ground Annuals, 11,420 1 3
153,682 0 0½

Hospital Buildings in Ingram-street, School-house Buildings in Crown-street, (exclusive of Value of Ground,) 4,236 8 4½

7,373 13 4½

172,475 14 8

MONIED PROPERTY.

Trustees of Glasgow Bridges, on Bond, 20,000 0 0
Arrears of Feu Duties, Rents, &c., 1,679 8 3
Property tax retained by feuars, &c., reclaimable from Government, 761 9 3¾

22,440 17 6¾

194,916 12 2¼

DEDUCT Debts due, viz:—

To Heritable Bond Holders, 25,000 0 0
To Bank and others, 4,080 2 1½

29,080 2 1½

13,522 8 2½

42,602 10 3¼

Free Stock of Hutchesons', 152,314 1 11

Carry Forward, £152,314 1 11

STATEMENT OF THE STOCK ACCOUNT—1849—Continued.

Brought Forward, . . . £152,314 1 11

Scott's.

HERITABLE PROPERTY.

House Property in Adelphi and Thistle Streets, Valued @ 6,872 7 6

MONIED PROPERTY.

Mortified Funds in Hands of the Hospital, 6,500 0 0
 Property tax retained by Tenants, reclaimable from Govt., 7 18 4

6,507 18 4

13,380 5 10
 200 8 8½

13,179 17 1½

Deduct Debt due to Factor,

Hood's.

MONIED PROPERTY.

Mortified Funds in Hands of the Hospital, 4,200 0 0
 Loan over Property corner of Adelphi and Crown Streets, 700 0 0
 Sundries, 103 12 3½

5,003 12 3½

Daniel Baxter's.

MONIED PROPERTY.

Mortified Funds in Hands of the Hospital, 2,822 8 2½
 Factor, 69 6 3

2,891 14 5½

21,075 3 10½

Free Stocks of Scott's, Hood's, and Daniel Baxter's Mortifications,

Total, £173,389 5 9½

LIST OF PRECEPTORS.

DATE OF ELECTIONS.

1641, August	17,	COLIN CAMPBELL, Jun.	Appointed by Mr. T. Hutchesone.
1642, November	12,	COLIN CAMPBELL, Jun.	Elected by the Patrons.
1648, January	22,	JAMES HAMILTON.	
1650, October	26,	THOMAS ALLAN.	
1651, October	11,	JAMES HAMILTON.	
1652, April	18,	COLIN CAMPBELL.	
1654, January	14,	JAMES TRANE.	
1655, December	29,	JAMES BARNES.	
1659, September	13,	HENRY GLEN.	
1661, December	17,	ROBERT RAE.	
1663, February	27,	JOHN WALKINSHAW.	
1664, February	14,	COLIN CAMPBELL.	
1665, February	28,	DONALD M'GILCHRIST.	
1666, March	20,	JOHN CALDWELL.	
1667, March	7,	JAMES KER.	
1668, March	6,	JOHN JOHNSTON.	
1669, April	20,	ROBERT M'URE.	
1670, March	4,	MARCUS MARSHALL.	
1671, April	1,	JOHN GILHAGIE.	
1672, April	2,	JOHN BRYSON.	
1675, March	18,	JOHN BARNES.	
1677, April	13,	ROBERT CROSS.	
1679, April	25,	JON GOVEANE.	
1680, April	16,	JOHN BRAIDIE.	

DATE OF ELECTIONS.

1681, May	2,	JAMES CORBETT.
1683, May	3,	JOHN M'URE.
1685, July	3,	JOHN AITCHISON.
1687, April	22,	JAMES STIRLING.
1688, May	24,	JOHN GRAY.
1689, July	1,	DUNCAN M'LACHLANE.
1690, June	28,	JOHN STIRLING.
1691, June	12,	GEORGE MUIRHEAD.
1693, July	24,	MATHEW CUMING.
1700, September	24,	JAMES SLOSS.
1709, September	27,	WILLIAM DONALDSON.
1713, August	7,	ROBERT ALEXANDER.
1729, November	4,	JOHN ROBERTSON.
1736, November	11,	ANDREW COCHRAN.
1777, July	24,	JOHN CAMPBELL.
1800, April	1,	LAURENCE CRAIGIE, Lord Provost.
1805, February	28,	GILBERT HAMILTON.
1809, February	17,	NICOL BROWN.
1813, February	18,	JOHN HAMILTON.
1815, February	15,	DANIEL MACKENZIE.

SINCE DATE OF ROYAL CHARTER, *3d February, 1821.*

1821, April	4,	DANIEL MACKENZIE.
1822, February	21,	ROBERT FINDLAY.
1823, February	27,	JOHN THOMAS ALSTON.
1824, February	12,	WILLIAM SMITH, Lord Provost.
1827, February	23,	ROBERT DALGLISH.

SINCE DATE OF MUNICIPAL REFORM ACT, *28th August, 1833.*

1834, February	18,	ROBERT GRAHAME, Lord Provost.
1834, November	20,	WM. MILLS, Lord Provost, <i>pro temp.</i>
1835, March	31,	ROBERT DALGLISH.
1836, March	8,	WILLIAM MILLS, Lord Provost.

DATE OF ELECTIONS.

1838, March	16,	WILLIAM GILMOUR.
1840, March	31,	JOHN LEADBETTER.
1843, November	17,	ALEXANDER HASTIE.

SINCE DATE OF MUNICIPAL EXTENSION ACT, *27th July*, 1846.

1846, November	25,	JAMES ANDERSON.
1848, November	26,	DAVID MACKINLAY.

HISTORY OF HUTCHESONS' HOSPITAL.

(Reprinted, with corrections, from Publication of 1800.)

GEORGE and Thomas Hutchesones were sons of Thomas Hutchesone of Lambhill and Gairdbraid. Their mother's name was Helen Herbertsone. Both father and mother had a charter from the Crown, in 1583, of these lands, which were formerly held by charter and infestment from the Archbishop of Glasgow. George, the eldest son and heir, acquired much wealth. He was a public notary and writer in Glasgow, and was reputed a very honest man in his profession. He was so moderate in his charges that it is credibly reported he never would take more than sixteen pennies Scots for writing an ordinary bond, be the sum ever so large.

He died a widower, without issue, in 1639. Over and above the property mortified to this Hospital, he left at his death a large fortune in land and money, to the bulk of which Thomas succeeded as heir at law; ultimately the succession yielded considerable estates to three nephews, by his three sisters; but a great part of these it is said mouldered away so quickly, that some of the descendants died poor in the Hospital.

Master Thomas Hutchesone, the brother and successor of George, was also a writer, and keeper of, and Clerk to, the Register of Seasines of the Regality of Glasgow and its district. His wife's name was Marion Stewart; it does not appear that they had any children. He died on the 1st of September, 1641, in the 52d year of his age, and is buried, by

his express desire, beside his brother George, on the south side of the Cathedral Church of Glasgow, where his wife is also interred.

Upon his tomb is the following inscription:—

M
TH MS

Conditur hic D. Thomas Hutchisonus, quem semper
Innocentia, sero Opulentia beavit,
Cujus brevem possessionem amplis
In Egenos Largitionibus compensavit.
Humana cuncta ficta, falsa, fabula,
Et vanitatum vanitas. Obit. Kal. Sept.
Anno 1641. Ætatis suæ 52.

Which has been versified in English thus:—

Here sleepeth Thomas Hutcheson, at rest
From all the crowd of human hopes and fears ;
His life's whole course attendant virtue blest,
And wealth with virtue, crowned his later years.
Brief were those years ;—he wisely sought to obtain,
Instead of life-long luxury and pride,
Those joys which charity alone can gain—
He gave his riches to the poor—and died.
Ah! human bliss is transient and unstable,
Days, months, and years are but a tiny span ;
And human life a false, feigned, fleeting fable—
The vanity of vanities is man.

Over and above his benefactions to the Hospital, he mortified 2000 merks for a Bibliothecary to the University of Glasgow ; and £1000 Scots, by the same deed, for re-edifying the south quarter of the buildings thereof, which were then in a ruinous state. In the list of the *Laurea Exornati*, or Graduates, in this University, there is a Thomas Hutchesone in the year 1610, no doubt the person above mentioned,

there being no other of the same name in this list from the year 1578 to the year 1640, while the term *Master*, always prefixed to his name, shows that he had taken his degree.

The above George Hutehesone of Lambhill, by deed bearing date the 16th Deeember, 1639, reeorded afterwards, by desire of his brother Thomas, in the books of the Town Council, mortified and disponed a tenement of land, on the west side of the old west port of Glasgow, with yard and pertinents thereof, for the building of an Hospital for entertainment of as many poor, aged, deereped men, to be plaeced therein, as the annual rent of the sums aftermentioned would afford, at four shillings Seots to each per day, besides clothing and fuel; and he also mortified certain bonds, amounting to the principal sum of 20,000 merks, the annual rent whereof, from and after Whitsunday 1640, (which appears to have been then eight *per cent.* per annum,) should go towards their maintenance, &c. after the said Hospital should be built. The Provost, Bailies, Dean of Guild, Deacon Convener, and ordinary Ministers of Glasgow to be Patrons; and he requests them to see the Founder's will accomplished, and to do their duty therein, as they shall answer to God. The mortification is declared to be for aged, deereped men, above fifty years of age, who have been of honest life and conversation, and known to be destitute of all help and support at the time of their entry in said Hospital; being merchants, craftsmen, or any other trade without distinction.

The annual rent of said principal sum, for one or more years, was to be applied in building and deeorating the Hospital in perfect form; and when the old men should be placed therein, he calculated that the remainder, at four shillings Seots per day for each, besides clothing, elding (or fuel) and lodging, would maintain eleven of them.

It appears that the said George Hutehesone died within fifteen days thereafter; but Master Thomas Hutehesone his brother and heir, by a contraet betwixt the Patrons and him, bearing date

the 27th June, 1640, not only ratified the said deed, (which although written by George himself, had no witnesses thereto, and was probably therefore necessary,) but also assigned to the said Patrons the whole bygone annual rents of the said 20,000 merks, which was no inconsiderable sum: And in order that the said Hospital might be built large and beautiful, he mortified to the said Patrons, a barn and barn yard on the west gable of the said tenement of land.

By this contract, the Patrons, viz. the Provost, three Bailies, Dean of Guild, Convener, and ordinary Ministers of the town, oblige themselves and their successors in office to fulfil the terms of the mortification in all time coming; to place as many poor aged men in the Hospital, as the annuel rents will entertain; and to give a preference to any poor aged men of the name of Hutchesone.

They further bind themselves and their successors in office, to employ the said 20,000 merks, as it happens to be got in, upon land or other heritable securities, and to make choice of any honest man who is an ordinary Councillor of Glasgow, to be Collector to the said Hospital; which Collector to be chosen yearly in Council, by advice and consent of the said Patrons and Council of the said burgh, to whom he shall make compt yearly, in Council, of his intromissions.

The said Mr. Thomas Hutchesone, by his deed dated 9th March, 1641, for the maintenance and education of twelve male indigent orphans or others of like condition, sons of burghesses of Glasgow, likewise mortified certain bonds, amounting to 20,200 merks, the annual rent whereof to be bestowed upon said boys; upon a master to teach them; and upon a sufficient number of women to make their meat ready, wash their clothes, and keep the house clean; the whole of whom to be entertained in the house. The Patrons of this mortification, are appointed to be, four persons out of their own number, to be elected yearly by the Town Council of Glasgow, with four of the

ordinary Ministers of the town for the time, together with the Master of the house to be elected (upon a day which the Deed leaves blank) by the Town Council out of their own number. and who upon being elected must give his oath *de fidei administratione*.

Boys of the name of Hutchesone or Herbertson are to have a preference. The instructions to the Patrons relative to these boys are very particular; they were, however, at variance with what had long been found the most beneficial and practicable mode of carrying the testators' benevolent views into effect; and one object of the late Royal Charter was the removal by its general terms of any doubts or inconvenienc in this respect,

The said Mr. Thomas Hutchesone, by an addition, dated 3d July, 1641, to the preceding deed, also mortified certain bonds amounting to 10,000 merks, to the foresaid Patrons, as a farther help to the twelve boys, and old men here called *twelve*, as the said Patrons may find needful; and he authorizes the Provost, Bailies, and Council, with consent of the Ministers of the town, to lay out the whole preceding sums, mortified by himself and his brother, upon the best and cheapest arable lands they can get to buy near the burgh.

The said Mr. Thomas Hutchesone, by an addition dated 14th July, 1641, written on the back of the original deed of mortification by George Hutchesone his brother, further mortified certain bonds amounting to 10,500 merks, for the better help and supply, in the Hospital then building, called Hutchesones' Hospital, of the eleven poor aged men, in manner contained in said mortification; and constituted the Provost, Bailies, and Town Council of Glasgow, as Patrons of the said Hospital, his assignees thereunto; with power to them to apply the annual rents for behoof of the said founded persons, and to lend forth or bestow the principal sums, upon the best and cheapest arable lands they can get to buy near the said burgh.

Thus it appears that these brothers, besides the tenement

of land barn and yards thereof for ground to build the Hospital upon, mortified as follows:—

George Hutchesone, 16th December, 1639, for poor aged men,	20,000 merks.
Thomas Hutchesone, 14th July, 1641, as an addition to do....	10,500
Do. 9th March, 1641, for poor boys,	20,200
Do. 3d July, 1641, for men and boys,	10,000

Over and above bygone interest on mortification by George.

And it appears by the sederunt book of date the 12th November, 1641, that the said Master Thomas Hutchesone then deceased, mortified for the use of the Hospital, for which no deed appears, the farther sum of.....

8,000
<hr/> 68,700 merks.

These mortifications were ratified by Janet, Bessie, and Helen Hutchesones, sisters to the deceased Thomas Hutchesone, with consent of James Pollock, cooper, husband to the said Bessie, by their deed dated 15th October, 1641.

Mr. Thomas Hutchesone having prepared the materials in 1640, laid the foundation of the Hospital, upon the 19th March, 1641; and on the 17th August of that year, he appointed Colin Campbell, younger, late Bailie, to be Master and Collector, and to take the charge of building the said Hospital. This election was confirmed by the Provost, Bailies, and Council, forming the first minute upon the records; and in November, 1642, after Mr. Hutchesone's death, he was re-elected into the same office by the Provost, Bailies, and Council, for a year to come; since which time there have been annual, or nearly annual, elections of the Master or Preceptor; and so far as the Records bear, it would appear, that Provost Cochrane was the first exception of the said Preceptor's being a member of the Town Council, according to the will of the Founder; which is the more remarkable, because his immediate predecessor Mr. John Robertson was discontinued from that office, owing to his being *no longer a Councillor*.

The building was accordingly carried on, but was not finished till 1650, having cost, from the time when Mr. Campbell took the charge of it, the sum of £26,194 : 8s. 11d. including

£99 for two marble stones from London, and £100 for cutting the stone above the entry, all Scots money.

It appears that there then remained due to the Hospital, the principal sum of 33,829 merks, besides several years annual rents (which seem to have been very ill paid) owing on a considerable part thereof; with four rigs of land at the baek of the Hospital, and a small feu duty of 20 merks per annuin, owing for nine or ten years bygone. During the period that the Hospital was building, oatmeal was at no less a price than £12 to £14:10s. per boll, while the wages of eommon labourers were no higher than 6s. to 8s. per day, although the wages of sawyers were at 15s. The prieses of various artielcs were as follows:—lime, 4s. 6*d.* per load; sand, 16*d.* per do.; herring, £11 per barrel; beef, £22 per do.; boys' shoes, 22s. per pair; &c. all Scots money.

The Hospital was a very handsome building of ashler work, about 70 feet long, fronting the Trongate, where Huteheson Street now is; it had a steeple upon it, about 100 feet high; and on the north of it towards the garden, there were two sides of a court on the east and west finished for the accommodation of the poor placed therein; but the north side of the court was never built.

Above the gate, in the eentre of the front, there was a marble tablet, with the following inscription upon it, in gilded letters, to the memory of the Founders:—

Gerontocomeion et orphanotropheion.
 Duorum Fratrum Georgii et Thomæ
 Hutchisonorum munificentia dedicatum.

Nobilis Hospitii si forte requiris alumnos,
 Orphanus hic habitat pauper, inopsque senex.
 Tu ne temne Domos ignarus sortis, egestas
 Forte tuum senium progeniemque premet.
 Quis scit an hinc veniant quos publica fama celebret,
 Sive Armis surgat gloria, sive Toga.—

Versified in English thus:—

These hospitable walls exalt the name
 Of George and Thomas Hutcheson to fame ;
 Their princely bounty built this place of rest—
 For whom ? you ask—for those by want oppress'd,—
 'Twas thus they sought the sorrows to assuage
 Of orphan poverty and helpless age—
 Scorn not this house,—unversed in fate's decree ;—
 Grim want may yet oppress thy sons—or thee.
 While those whom fame shall sing ;—the brave or wise
 In war or peaceful arts—may hence arise.

In the north wall of the front building, towards the garden, there were two niches, one on each side of the steeple, wherein were placed the statues of the two brothers, of their full size, with the following inscription on a tablet, in gilded letters:—

Adspicis Hutchisonos Fratres : his nulla propago
 Cum foret, et numero vix caperentur opes,
 Haec monumenta pii, votum immortale, dicarunt,
 Dulcia quae miseris semper asyla forent.
 O bene testatos ! haeredes scripsit uterque
 Infantes inopes invalidosque senes. —

Versified in English thus:—

Behold the brothers Hutcheson!—who came
 Heaven-sent, the wretched and the poor to bless.
 This home they built, memorial of their name,
 A resting-place of sorrow and distress.
 For when no offspring blest their lot below,
 And boundless store of golden wealth was theirs ;
 Nobly they chose the sons of want and woe,
 Old men, and helpless orphans for their heirs.*

* These three metrical English translations are from the pen of Mr. Edward John Gibbs of Wolverhampton, a student in the Humanity Class at Glasgow University,

But the building falling into decay, and it being in a very proper situation for opening a new street in the city, the Patrons judged it prudent to take it down in 1795, and to sell or feu the ground thereof, and of the garden, for the formation

in Session 1849-50. The whole were the subject of a prize exercise—the prize being adjudged, before the authorship was declared, by the eminent Professor. There was another translation, of each Inscription, which also appeared of so much merit that a second prize was subsequently adjudged to the author, who proved to be Mr. Francis L. Mackenzie of Belmont, Edinburgh. The lines are as follows:—

INSCRIPTION ON THE TOMB.

Here lies whom innocence had always blest,
 Though wealth then only when he near'd his rest ;
 He well redeem'd short lease of earthly hoard,
 By ample blessings on the needy pour'd.
 False joy he knew all human things impart,
 And vain the solace which they yield the heart.

He departed this life on the 1st September, A.D. 1641.—Aged 52.

INSCRIPTION ABOVE THE GATE.

Here the aged shelter find ;
 Orphans here a home most kind.
 Two gen'rous brothers of a worthy line
 Have here to Charity uprear'd a shrine ;
 Thomas the one and George the other's name,
 Of both, their deeds perpetuate the fame.
 This noble Hospital gives refuge sure,
 To whom ? you ask—orphans and aged poor.
 Perchance chill penury shall press severe,
 Thine own old age, or children loved and dear ;
 These Houses therefore do not thou despise,
 Whence men renown'd some future day may rise,
 The civic robe, or martial helm to grace,
 And prove an honour to their country's race.

INSCRIPTION ON TABLET ON THE NORTH WALL.

The brothers Hutcheson before you stand,
 Whom riches favour'd countless as the sand ;
 And since no children rose to grace their line,
 Here have they raised an ever-during shrine ;
 A spot for refuge to the wretched meant ;
 Where Misery's footsteps ne'er in vain are bent.
 O blest testators ! whose co-heirs shall be
 Weak tott'ring age and helpless infancy.

of Hutcheson Street; and they purchased, at the price of £1450 sterling, and £1 annually to the town, (the £1 doubled every nineteenth year in name of grassum,) a steading in Ingram Street, fronting Hutcheson Street, on which the new Hospital was intended to be built. This steading is about 81 feet from east to west along Ingram Street, and about 54 feet from north to south along John Street. The statues, tablets, clock, bell, weather coek, and such like were reserved for the use of the new Hospital. Upon the foundation stone of the old Hospital there was no inscription, nor did it appear that any coins had been placed therein.

The first pensioners were placed on the funds in 1643, when one old man and one boy were admitted. From that time the number was gradually increased, though sometimes more and sometimes less, until the year 1660, when the number of old men was made up to eleven, in conformity to Mr. George Hutchesone's mortification; and in 1662 was completed to twelve, agreeably to the mortification of Mr. Thomas, at the pension of £100 each. In 1667 the boys were completed to twelve, at £50 per annum each. In 1691, owing to the increase of funds, one old man was added at 100 merks per annum, and six boys at 50 merks each; but it was expressly declared that these were only to continue during pleasure, and it does not appear that any were elected afterwards in their place. From the year 1667, with the above exception, the number of old men and boys was regularly continued at twelve each, at the annual pensions of £100 and £50 respectively for maintenance; and when any vacancy happened therein, it was immediately filled up by a new election.

In 1723, the number of old men and boys were increased to thirteen each. In 1728, the funds continuing to increase, the number of boys were raised to fifteen; and in 1734, the number of old men to fourteen.

Upon the 15th September, 1737, the Patrons made an Act,

that, for the reasons therein mentioned, such part of the surplus funds as they may judge convenient, (after paying the repairs, &c. of the Hospital, and the stated maintenance of twelve old men and twelve boys, being £100 and £50 to each respectively,) should be applied towards the maintenance of poor old decayed women of fifty years of age or upwards, widows and relicts of persons who had been in credit and reputation in this city, during their widowity, or so long as they are not otherwise provided; and in 1781, poor women of any age, were declared eligible, though not widows. They must be resident in the city, and their husbands or fathers Burgesses, other than honorary. Each of these women thereafter named was to be allowed the like sum as was given to each poor old man.

The pensions to some of the women, however, were soon reduced below £100 per annum; although those to the old men were continued uniformly thereat till the year 1758. After this time no fixed rule appears, either in the number of men and women pensioners, or the sums given them.

It has been seen by the mortifications, that Thomas Hutchesone authorized the Provost, Bailies, and Council, with consent of the Ministers, to lay out the sums mortified by himself and his brother upon lands in the neighbourhood of the city. Accordingly they, in 1642, purchased from the College, four rigs of land, containing three roods, at the back of the Hospital, for the price of £333 : 6s. 8d. Scots. In 1650, they purchased from Sir Robert Douglas of Blackerston, one half of the lands of Gorbals and Brigend, at the price of £40,666 : 13s. 4d. Scots; the Town and the Trades' Hospital having purchased the other half betwixt them. The rent of the Hospital's half of these lands, in bear, meal, capons, coals, multures, &c. with a very small sum of silver, produced, at that time, no more than £1604 Scots yearly, upon an average of nine years from 1650 to 1658; there being several life rent tacks upon the lands. Interest of money was then six *per cent*.

This purchase was, for a time, the source of much distress to the Hospital, owing in part no doubt to the civil war which then raged in Scotland, betwixt Charles II. and Cromwell, during which the crops upon the ground were trodden down and eaten up, by the different parties, without any recompence being allowed. Not only were the Patrons unable to pay more than £14,000 of the money at the term of payment, from the difficulty of getting in the money owing them, but they were even under the necessity, on the 3d June, 1652, of authorizing the Preceptor to dismiss the poor boys from the Hospital, upon the best terms in his power.

The Town of Glasgow, however, stepped forward to their relief, and, by advancing the remainder, saved the funds of the Hospital from ruin. At a final settlement of accounts on the 27th of September, 1659, (after having, in 1654, taken an assignment, from the Hospital, of bonds to the extent of £5,289 Scots,) the Hospital owed the Town £17,876:5s.2d. Scots, which the Hospital had no means of paying, unless the Town would accept a bond for 10,000 merks, with seven years' interest thereon, due by the Marquis of Argyle, which had been lent him by the Patrons at Whitsunday, 1643; and other bonds for 8,000 merks, with sixteen years' interest thereon, due by the Laird of Lamont and his cautioners, which had also been lent him by the Patrons. "Out of respect to the Hospital," the Town accepted these bonds, and paid the difference to the Patrons.

It is somewhat remarkable, however, that in the minutes of the Town Council of 1st October, 1659, being the first minutes after the said 27th September, this final settlement of accounts at that time, is never mentioned; but only that the bond for 10,000 merks, with certain bygone annual rents thereon, due by the Marquis of Argyle to the Hospital, had been accepted in part payment of the debt due by the Hospital to the Town, and was ordered to be laid up with the other bond for, £10,000

Scots previously owing by him to the Town; and no notice whatever is taken therein of the two bonds for 8,000 merks, due by the Laird of Lamont, and received from the Hospital by the Town, at the same time. Whether the town ever recovered their amount, does not appear by the books of the Hospital; but it will be seen from the Council Records, that although the Town did at last recover the latter, they never recovered the sums due by the Marquis of Argyle; neither did the Hospital ever recover the sum of £800, which still remained due thereto by the said Marquis. It is presumed that this is the transaction to which the Patrons refer, when, by the minutes of 15th September, 1737, they formed the resolution, though eighty years afterwards, of so far varying the mortifications of the Founders, as to admit poor old decayed widows upon the funds of the Hospital.

After the Gorbals lands were paid in 1659, and all the accounts for building the Hospital cleared; the revenue of the Hospital, from these lands and other sources, was rather under £160 sterling per annum; interest being then six *per cent.* per annum.

In the year 1700, the revenue had increased to about £300 sterling per annum; interest being five *per cent.*

In 1750, it had increased to about £390 per annum; interest being five *per cent.*

And in the year 1800, the nett revenue (after deducting public burdens, salaries of Factor, &c. interest of money and such like) amounted to about £1,400 sterling per annum; the whole of which, or nearly so, was applied in charities to men and women, and for the support of the school; the proportions being at this time as follows:—

To Men Pensioners, about 1-4th.

To Women do. nearly 2-4ths.

And to the School, about 1-4th.

The other purchases of lands which the Patrons of the Hospital made from time to time, were as follows:—

In 1663, from John Gilhagie, an aere and some falls of land in Long Croft at the back of the Hospital, for £675 Scots, and £20 Scots to his wife.

In 1682, from James Muir, a piece of ground on the east of the Hospital Yard, for which they paid £66:13s. 4d. Scots.

These, together with the four rigs of land formerly purchased from the College, and the ground on which the Hospital stood, were disposed of as under. In 1778, the Patrons sold the Hospital garden to Robert Smith and partners, for a principal sum of £1,495, and a ground annual of £74:15s. redeemable at twenty-five years' purchase. In 1791, they agreed to open said garden to the Trongate, by a street called Hutcheson Street, upon Mr. Dougall Bannatyne, one of Mr. Smith's partners, paying them the sum of £500 sterling. In 1795, they sold to Robert Smith and partners part of the mortified property, lying upon the east side of Hutcheson Street, at a ground annual of £147:10s.; and to Adam Thompson the part thereof upon the west side of said street, at a ground annual of £107; also the materials of the building, for the sum of £40. Thus it appeared, that the annual revenue to the Hospital, by these sales of the building, and the ground at the back thereof, amounts to £431 sterling, including interest at five *per cent.* upon the principal sum of £2,035.

In 1694, the Town of Glasgow purchased, on account of the Merchants', Trades', and Hutchesones' Hospital, from Ninian Hill of Lambhill, the Lands of Ramshorn and Meadowflat, which had formerly belonged to George and Thomas Hutchesone, the founders of the Hospital, at the price of 20,300 merks; and the Merchants' and Trades' Hospitals having resigned their shares, the whole were made over, by the Town, to the Patrons of Hutchesones' Hospital, in 1695, under certain burdens and conditions, as to building &c., upon their paying the above sum

of 20,300 merks. The rent of these lands was then 99 1-4th bolls beir, which at the conversion of the average price of £7 per boll, is £694:15s.; money rent, £5; and twenty-five eapons, at 8s. is £10; in all £709:15s. Scots.

In September, 1741, the Patrons purchased from Archibald Gilechrist, goldsmith in London, seven and a half aeres of garden ground in Deanside, all enelosed, with house and barn thereon, lying contiguous to, and on the north side of, the Hospital's Ramshorn yard, at the price of £369:15s. sterling.

In 1743, from the representatives of the deceased Walter Stirling, three and a half aeres of land, on Garngad Hill, rented for £58:6s. 8d. Scots, at the price of £1,240 Scots.

In 1757, from Archibald Ingram, about three aeres of land in Gallowmuir, for £1,695:16s. Scots, being twenty-two years' purchase, and a half years' rent.

In 1767, from Walter Neilson, two acres in Cribs, for £3,000 Scots.

The whole of these lands were disposed of by the Patrons as follows, excepting one acre in Garngad remaining unsold in the year 1800.

In October, 1718, they sold to the Town of Glasgow, one and a half roods of ground, for the Ramshorn Church and Churchyard, at the price of 600 merks, besides sundry other benefits as mentioned in the Act of the Patrons relative thereto.

In January, 1743, they feued to the Inkle Factory Company, three roods of ground in Ramshorn yard, at the yearly feu of £33:15s. Scots, or £2:16s. 3d. sterling; besides a grassum of the same sum, payable at the end of each nineteen years; the first grassum being payable at Martinmas, 1761.

In September, 1763, they feued to the said Company two roods of ground in Ramshorn yard, at the yearly feu of £32:5s. Scots, or £2:13s. 9d. sterling; besides a grassum of the same sum, payable at the end of each nineteen years; the first grassum being payable at Candlemas, 1785.

In these two feus, the Patrons omitted to burden the Inkle Factory Company with the same restrictions as to their buildings, &c. that they themselves were burdened with, to the Town; which omissions have been productive of much inconveniency. These two feu duties and grassums were subsequently acquired by and are now payable to the town.

In 1767, they feued to the Town of Glasgow, one acre, three roods, and thirty-three falls of the Ramshorn yard, for a new burying ground, to the north and east of the Ramshorn Church, at the yearly feu of £8 sterling; besides a grassum of £8 sterling, payable every twenty-one years; the first grassum being payable at Candlemas, 1788.

In December, 1772, they disposed to the Magistrates and Town Council of Glasgow, the whole remaining parts of the Thirty-three-shilling and four-penny Land of old extent of Ramshorn and Meadowflat, all lying without the burgh, for payment of the yearly rent of £113:10s. sterling; as also, the two acres called Cribs, and seven and a half acres of Deanside, both of these being burgage lands, for payment of the yearly rent of £32 sterling. And farther, the Magistrates and Council granted their bond to the Patrons, for £2,020 sterling, in name of grassum, for these lands of Ramshorn and Meadowflat, bearing interest till paid. The Town to pay the cess, and the Patrons to pay the feu and tiend duties on the said lands.

When this sale was made to the Town, there was a tack on the lands of Meadowflat, extending to about eleven acres, which had been granted by the Patrons in January, 1743, to James Wilson and William Bryce, gardeners, for three nineteen years, after Martinmas, 1744, terminating at Martinmas, 1801. The annual rent was £25 sterling, besides six *per cent.* upon the money to be laid out by the Patrons for building two houses; and the tenants, at the end of the tack, were bound to leave the dykes in a fencible, and the houses in a habitable condition; and also the garden planted with fruit trees. Pre-

vious to the commencement of said tack, viz., in August, 1744, Robert Craig was paid £67 Scots, for boring for coal in the Meadowflat, the account of which is as follows:—"The Hospital's quarry at the Craekling-house being wrought down five fathom, and it being the opinion of skilled men, that there might be workable coal, the attempt was made. The Hospital bored seventeen fathom more, and then went through two fathom of coal till, mixed with dogar bands; next, one fathom free stone plies about six inches thick, and three plies two inches; last of all, half a fathom of free stone. In all, there was bored twenty-seven fathoms from the grass; and from the appearances, it was judged proper to give up the search."

In 1792, they feued to James M'Lehose the three acres of land in Gallowmuir, at the yearly feu duty of £50:18s. besides a grassum of the sum of £50:18s. payable every nineteenth year from Whitsunday, 1791; the first grassum being payable at Whitsunday, 1810.

In 1798, they sold to John Hamilton, half an acre of their land on Garngad, at the price of £55 sterling; and in the year 1800, they sold to John and Robert Tennent, one and a half acres, and to James Melvin half an acre thereof, at the price of £120 sterling per acre. The remaining acre of these lands on Garngad, which were purchased in 1743 from the heirs of Walter Stirling, is still unsold.

Over and above these various purchases and sales of land made by the Patrons, which proved so beneficial to the funds,—John Bryson, merchant in Glasgow, and grand nephew to Mr. Thomas Hutchesone, in remuneration of the kindness done him by the said Mr. Thomas, mortified to this Hospital, for the use and behoof of the poor thereof, by disposition bearing date the 5th of November, 1705, three acres of land, lying on the north side of Garngad Hill. These three acres were then rented at six bolls *stocked*, (as it is called) at ten merks per boll, amounting to sixty merks; and in 1718, they were let by

the Patrons at forty merks per annum, for the first two years, and at fifty merks per annum thereafter, during the tack. In 1766, they were feued out to James M'Lehose at £2:16s. sterling of feu duty, and £90 sterling paid down in money, as a grassum; they were in 1800 possessed by William Thom.

The Gorbals lands were divided in 1789, betwixt the Town, Trades' House, and this Hospital, according to their respective proportions; and on the 3d November of that year, the Patrons agreed to employ Mr. Charles Abercromby to make up a plan of the Hospital's part thereof, which was accordingly done. The division of these lands which fell to the Hospital, was let by public roup, at the rent of £613:1s. 4d. sterling, for sixteen years, from Martinmas 1789.

In 1790, the Patrons feued, by public roup, to Messrs. James Dunlop and Andrew Houstoun, a part of these Gorbals lands, called Stirling Fold and Well Croft, containing twenty-nine acres, three roods, and twenty-three falls, at the annual feu duty of £258. And at same time, they purchased from John Lawson, one acre and twenty falls of ground at the price of £150; as also, a house and yard in Rutherglen loan, from James Urie, for £250 sterling; and in 1792, they purchased certain houses at the south east and south west ends of the Old Bridge, at the price of £698 sterling, besides burdening themselves with the payment of two life-rent annuities of £5 each. These purchases were made for the accomodation of a town, which the Patrons had resolved to lay off upon their division of the Gorbals lands, to be called HUTCHESONE, in honour of the Founders of the Hospital; the principal street of which was named *Adelphi Street*, and the next *Hospital Street*. The Patrons, in November 1792, also agreed to subscribe £2,000 on account of the Hospital, towards the expence of building a new bridge across the Clyde, opposite to Saltmarket Street, and to the said Town of Hutchesone.

Many feus were accordingly sold therein at prices from

four shillings to eight shillings per square yard, convertible into a feu duty at five *per cent.*; but in 1795, the bridge unfortunately fell, after being nearly finished; and although the Patrons reeovered, from the contractors, the principal sum they had advaneed, no steps have been hitherto taken for rebuilding it, and, indeed, (continue the Authors of the History published in 1800,) the bed of the river has been so pooled by its fall, that it would be very unsafe to build it in the same spot. This disaster put a stop to any farther feuing till the year 1798; but during that year and the following one, the feuing again went on, and lots to the extent of about £100 of annual feu duty were then sold. In all these feus of Gorbals, the double of the feu duty is payable every nineteenth year in name of grassum; exclusive of which, the rents and feu duties of these lands then, amounted to nearly £1000 sterling per annum.



The Authors of the publication in 1800 proeeed to state, that having here finished their Abstract of the History of the Hospital, they judged it proper to subjoin a ehronologieal series of some of the proeeedings of the Patrons, which they thought were either too unimportant or uneonneeted to be introduced therein, and these are as follows:—

1642, November 12th.—“The quhilk day the said Colin Campbell being put on lit with sundry others of the Counsel, to the effect that ane of them might be eleeeted and chosen to be Maister and Thesaurer of the said Hospital, for ane year to cum, the haill Provost, Baillies, and Counsel, all in ane voice, did of new again elcet and ehoice the said Colin Campbell, younger, merchant, burgess of the said brughe, to be Maister, Colleetor, and Thesaurer to the said Hospital, for the year to eum, till the ordinar tyme of the next electione, set down betwixt them and the forenamit Mr. Thomas Hutchesone, yairanent.

1648, January 7th.—Colin Campbell late Master, delivered in, to the Baillies and Council, all the bonds and other obligations and writings, belonging to the Hospital, with an inventory thereof in a little book; which book and papers were put within the iron door, where the town's papers lie; “of which iron door the Dean of Guild and Deacon Conveener keep the keys.

1648, February 5th.—“The whilk day the Baillies and Counsel of the Brugh of Glasgow, Patrones to the foirsaid Hospital, being conveint. In regard of the report maid to the auditoires of the compt before written, last maid be Colin Campbell, laite Maister of the said Hospital, anent his introumissions, with the rents thereof, and his debursements of the same, conforme thairto, the samyne compt was ratifiet, allowit and approvin be the said Baillies and Counsel, and the said Colin ordainit to be exonerit accordingle; likewise they, be the tennor of thair act, conteanit in thair Counsel Buik, of the date of y^r. p^{nts}. did exonar him, according to the said compt, and declared, that the said Colin has givine in the haill bands he had of the said Hospital to the Towne.”

1649, December 1st.—John Gilmour and Matthew Bannantyne pensioners in the Hospital, are allowed eight shillings Scots each per day.

1652, June 3d.—“The quilk day the Provost, Baillies and Council of the burgh of Glasgow, Patrons of that Hospital situat therein, callit Hutchesones' Hospital being frequentlie conveanit, within the samine, conform to the act made, of the date of the 29th day of May last, and having seriously taken into their consideration, the present state and condition of the said Hospital, and finding the haill sums of money now awand thereto, will scarce pay the debt awand for the part of the lands of Gorbals bought, and that there is no rent wherewith to keep the boys in the house, or to hold the Schoolmaister, as has been heirtofoire, the whole rent almost that the said

Hospital has to sustane any of these now upon, consists most of the lands of Gorbals, hes now been eaten up and destroyit these twa years bygane, and that the annuels of the soumes, awand to the house, will not pay the annuel rent of the soume awand be it for the half of the said lands of Gorbals; it is thairfoir resolved, be the said Patrones, that the five puir boys that are put into and entertained in the said Hospital, be put haim to their parents, and the Maister of the house to pay them for their entertainment, as he and they can best agree, and to see them trained up at school. And John Bell undertakes to sustain John Schearihall, son to Hugh Schearihall, because he wants, and the Maister of the house is to pay him forty pounds by year, with his clothes, and John Bell undertakes to see him trained up at school; and in like manner, John Walkinshaw undertakes to do the like for James Cliddisdale, ane other of the puir boys. And the foirsaid Provest, Baillies and Counsell, Patrones foirsaid, discharge any farder stipend to be paid to the Schoolmaster, but he to have the use of the house presentlie possessed by him and school, during their will alenarlie, and appoint the Maister of the house to furnish the puir boys clothes, and also to accept of Thomas Hutchesone, litster, into the said Hospital, in place of unquhile Mathew Bannantyne, and he, with the rest of the puir old people therein not being able to make any kind of shift, to be entertained be the Maister of the house as easily as he can."

1653, March 7th.—“The said day the Magistrates and Counsell of the Toune of Glasgow, being conventit in Hutchesones' Hospital, for taking some order with the extent and condition of that house, and finding great difficulties how to get moneys to pay its proportion of the price of the lands of Gorbals zit awand, ordaines the Maister of the house to cause registrate the hail bandes belonging y^rto, and to use all legall means for getting in of the monies awand y^rto for that effect.

“The same day, the foirsaid Magistrates and Counsell having taken to their consideratione, the supplicatione given be Robert Homes, tailzer, and considering the great losses susteaned by him, and of his former conditione of lyfc, they appoint the Maister of the said Hospital to accept of him y^rintill, and to give him maintenance y^rin, according as John Gilmour and Thomas Hutchesone has, q^{lk} is twentie-five pund in the quarter. And seeing the rents of the said Hospital are greatlie diminished, being only now reduced to that q^{lk}. they get out of the Gorbals, and that, by the blessing of God, the victual is come a little cheaper, they ordaine the Maister of the house, to diminish and take down three punds Scots money, aff ilk ane of these persounes who are now in the Hospital, viz. John Polloke, John Watsoune, Matthew Dorrock, William Finzic and Thomas M’Nair. That whereas they received before aughtene pund in the quarter, thair sall only be payit them fifteen pund.”

1654, May 13th.—“The said day the said Magistrates and Counsell, with the Maister of Hutchesones’ Hospital, taking into their consideration the present condition of the house, and that how as zit the proportional part of the price of the lands of Gorbals is not zit payit, and that the annuel rent due be those who are awane to the said Hospital cannot be got in from these addebtet thereto, viz. These addebtet be the Marquis of Argyle, and the Laird of Lamont; and that the rent of the said Hospital is not able to sustean the poor placed thereintill, it is therefoir hereby appointed, statute and ordained, that no manner of people, young or old, be placed in the said Hospital until ane more sure and constant rent be provydit thereto.”

1660, November 26th.—“The Master of the Hospital is appointed to collect the rents of Gorbals and other rents belonging to the Hospital, in future.

“The said day, the Patrons of the said Hospital being conveyned, and being most desyrous to establish the house

according to the Founder's will, effeirant to the present rent belonging thereto, and there being alredie placed therein eight poor men, they did resolve to place and put other three old indigent men in the samyne, to be mainteaned within the said Hospital, according to the saids eight persones placed therein already gets for their mentenance, being twenty-five pund in the quarter, and ane chalmer in the house, and because it was the earnest request and desyre of Marion Stewart, relict of umquhile Maister Thomas Hutchesone of Lambhill, whilk defunct conferrit on the said Hospital the most part of the mortificationes belonging thereto, that Mr. John Smith, ane common notar within this burghe, should be preferred to be placed in the saymne Hospital, and she being an speeial instrument anent the said Maister Thomas his mortifieatioune, as was declared be the said Colin Campbell, Provost, the first Maister of the said Hospital; and the said Patrons, being most willing to grant the desire of the said Marion Stewart, it was resolved and agreed on, that the said Mr. John Smith should be ane of the said thrie old men, to be placed in the said Hospital. And thereafter it was condeshendit to, that John Gray, son lawful to umq^e Gilbert Gray, writer, ane old servant of the Founder's, and ane old burgess' son; as also, David Mitchell, taylleor, ane old deayed burgess, whose sight is so failzied, that he is not able to work, should be the other two of the said poor, to be placed in the said Hospital, in manner as said is. And thereafter consideration being had for filling up the said mortification, they did condesseend and agree, that four young boys should be chosen, and be brought up in the said Hospital, aeording to the foundatioune thereof, with farder advie thereanent, and to the effect it may be better settled, who sall be the boys, and what sall be bestowed upon them ycirly, and how and in what manner of way they sall be bred and brought up, the samyne was committed to the said Colin Campbell, Provest,

James Barnes, ane of the Baillies, Mr. John Carstaires and Mr. Ralph Rodger, twa of the Ministers thereof, and to Mr. Patrik Bell, ane of the ordinary Councillors of this burgh."

1660, November 27th.—“The same day the saids Colin Campbell, Provost, James Barnes, Baillie, Mr. John Carstairs and Mr. Ralph Rodger, ministers, and the above mentioned Mr. Patrick Bell, being conveyined in the Hospital, for making choice of the foirsaid four boys to be interteined thereintill, conforme to the act sett abuve, upon the 26th of this instant, they after serious consideratioune had thereanent, made choies of theis four, viz. John Gilmour, son lawful to umquhile Hew Gilmour, younger, merchand; Hugh Muir, son lawful to umquhile James Muir, wright; George Pollock, son to umquhile James Pollok, cordoner procreate betwixt him and Margaret Pollock, who is lawful sister's daughter to the Foundators, and David Maxwell, son lawful to umquhile John Maxwell, maltman, burgesses all of this burgh: and anent the manner of their enterテインment within the said Hospital, they did agree with Janet Pollok, mother to the said John Gilmour, ane of the saides four boys, to keep with her her awne son, and the said Hugh Muir, ane other of the same boyes; and did also agree with the said Margarate Pollok, to keep in boarding with her the above named George Pollok, her sone, and the said David Maxwell, the uthers of the saides four boyes, and ordaines the said Henry Glen, to pay to the saides respective weomen, for ilk ane of the saides four boyes there boarding yeerelie, fifty pund, at four quarters of the year proportionallie, and to begin upon the first of December next to cum, and this to continue whill farder advisement.”

“The same day, in consideration that the said Margaret Pollok, is now the nearest of kin to the Foundators, within the house, ordain the said Henry Glen to pay her, for her present help and supplic, twentie pund.”

1663, February 27th.—“The same day in regard that

now the Collector and Maister of the said Hospital are burdened with the collecting and ingetting of the rentes of the Gorbals, without any benefit for their pains, as was paid formerlie, it is therefoir concludit be the Patrones conveyned, that no person sall be burdened therewith, hereafter, longer nor ane yeire allendarlie."

1676, April 17th.—The Preceptor was ordained to pay interest for money resting in his hand, if not paid up against Lammas.

1685, July 31st.—The Patrons appoint John M'Ure, late Preceptor, either to instruct that he had paid Charles Miller's prentice fee, or to pay it to the said boy, or to pay it back to the Hospital, in respect the same is allowed in his former account as paid to said boy. N.B.—Mr. M'Ure did neither, and the £50 Scots of apprentice fee was, in 1690, paid by the Patrons to the said Charles Miller.

"The same day the Patrons rescind and annull any former admission of one David Hutchesone or Hutcheon (a Schoolmaster) or any other person in that place, and discharge the Clerk to book the same; to which Mr. Alexander Milne and Mr. Alexander Kinneir, ministers, have dissented, declaring it was a thing could not be done, in respect the said David was legally admitted to the said place, the last year, by the late Magistrates and Ministers." In April 1687, therefore, "in order to avoid debate and controversie, the said David is again admitted to be one of the poor men in the Hospital." But in June 1690, he is again "laid aside and debarred from having any benefit as one of the poor men in the Hospital, in respect he is not found circumstanced in conformity to the mortification."

1688, May 4th.—"No dancing-masters or fencing-masters are to be suffered to teach in the hall, nor any bull-baiting allowed in the closs of the Hospital."

In May, 1688, Mr. Archibald Inglis, Parson of Glasgow,

Messrs. Alexander Mylne, Alexander Kinneir, John Sage and Robert Knox, ordinary Ministers thereof, attended the meeting of the Patrons; but these were displaced at the Revolution, and no Ministers were present at any meetings during the two following years. In May, 1691, Messrs. Neil Gillies, James Browne, James Woddrow, and Thomas Kennedy were the Ministers who attended.

1691, May 18th.—“The Preeptor is appointed to keep the bonds belonging to the Hospital, and to deliver them from time to time to his successor.”

1692, September 22d.—“The whilk day the forenamed Magistrates and Ministers, with the hail Counsellors above written, talking to consideration that Colin Alasone, writer, who was formerlie installed to be ane of the old men in the Hospital, and to the pension accordingly, is irregular and does not keep the church nor attend the ordinances neither Sabbath day nor week day, whilk he ought to do conform to the mortification; and he having been called on at the last meeting and imparted to him, and being enquired at if he would engage to keep the church in time coming, he utterly refused to do the samen, yet the meeting out of lenitie did continue giving any sentenee against him for some time, and reommended to the Ministers to deal with the said Colin Alasone if he would be induced to keep the church, whilk they declared he would no ways doe, which being taken to the forenamed persones their serious consideration, and finding, in conscience, they cannot continue him longer in the house, and the benefits belonging thereto, in time coming, and declares his place vaeant.”

“The said day, it being represented that there are several persones who have the benefit of this house, and has of their own to live upon; it is coneluded that the samen be tryed, betwixt and November next, and report thereof to be made to the Magistrates and Town Councell.”

1696, August 31st.—“ The whilk day the Magistrates, Councellers, and Ministers foresaids, appoint the Preeptor to provyde a chest or a cabinet, for keeping of the hail wrytes belonging to this Hospital, which is to have two locks and two keys, one thereof to be kepted be the Preeptor, and the other be the Town Clerk, that the Preeptor may have access upon his receipt to take out any of the saids wrytes as need requires, which chest is to ly in the Clerks' Chamber; as also, appoint the Clerk to draw ane inventorie of the said wrytes and delyver the same, or a double thereof to the Preeptor, that he and his successors may have the use thereof.”

1697, April 22d.—The Rev. Mr. James Browne, according to a former recommendation of the Patrons, this day gave in an “Abbreviarie” of the mortifications, and acts and constitutions made by the Patrons for management of the Hospital, for which he had the thanks of the Patrons; and his Abbreviarie is inserted at full length in the sederunt book for their use, and the use of their successors.

1706, August 13th.—The Patrons ordain that no boys be voted for or placed in the Hospital, until they produce an extract from the Session-Clerk of their age.

N.B.—By the act of the Patrons, in May, 1678, none could be placed in the house till they were seven years old.

1706, September 16th.—Enact, that those who continue to refuse to wear the garb of the Hospital, in going to, and coming from, church, shall be extruded the house, and from all benefit thereof. This garb was gowns for the old men, and slip coats for the boys, of one collour.

In 1707, it appears that four and one half aeres of the Gorbals lands were feued out to John Anderson, at £22 Scots per annum, being the former rent, and £100 Scots of grassum to the Hospital.

In 1714, Robert Dreghorn and others, tacksmen, began

to put out coals in the Muir of Gorbals; and it appears that upon an average of eighteen years—till the year 1732, they put out 19,364 loads each year. The Lordship they paid was six pennies Scots per load, and the Hospital received about £242 Scots annually, upon an average of these years, for its half thereof.

1720, December 6th.—The Patrons ordain, that whoever gives any petition to be voted upon for being one of the old men in the Hospital, they likewise give in certifications of their age, that it may be known if they have attained to the age specified in the mortification, with certification they shall not be voted upon unless it consists with some of the Members' knowledge that they have attained to the said age."

1721, May 4th.—Ordain that "for the future whoever applies for being one of the old men or boys in the Hospital, that with the petition the old men give in their burgess tickets, and the boys their father's burgess tickets, that it may appear that they are burgesses, otherways they are not to be voted upon, but their petition rejected."

1729, November 4th.—The Schoolmaster's salary was raised from £80 Scots to £7 sterling per annum.

1731, April 2d.—The tomb of Thomas Hutchesone in the High Church Yard, was ordered to be repaired. This reparation, paid for in 1732, amounted to £189 Scots, and it is stated to be paid *for building* the tomb.

After the 1st of August, 1736, the accounts of the Hospital, by the mode of *charge and discharge*, are not entered in the sederunt book. They were then transferred to a *Journal and Ledger*, and have been kept in this mode ever since.

In December, 1750, the Patrons sold their seat in the Barony Church to Thomas Dunmoor, for £20 sterling; and appointed a Committee for feuing the Hospital garden and yard.

1774, December 30th.—Unanimously ordain, that "in all

time coming, no new pensions shall be bestowed and given away on the day on which petitions are presented to the meeting therefor; but that all such petitions shall be delayed and not considered until the next meeting of the Patrons and Preceptor after presenting thereof."

The same day, upon a submission of accounts entered into betwixt the Town and the Patrons, the arbiters pronounced a decret, that the Patrons were found indebted to the Town in the sum of £200 : 8s. 9d. sterling, which was ordered to be paid accordingly.

1779, Mareh 18th.—The report of a Committee upon the Rules and Regulations of the Hospital was given in, and ordered to be printed; at same time, it was ordained that the pensions of twelve of the old men shall be raised to £15 sterling each.

1779, Deeember 9th.—Authorize the Preceptor, if he shall judge proper, to pay the quarter's pension that may be current at the decease of any pensioner, to the nearest friends, towards defraying expenses of the funeral.

1781, Mareh 8th.—In eonsequee of a fraud lately praetised, the Patrons ordain, that "in time coming, every person who is a pensioner on the Hospital, shall attend personally, on the day appointed by the Preeceptor for receiving their pensions; or, if they are hindred by siekness or infirmity, that they shall send some person, known to the Preeceptor, to receive them."

1781, September 25th.—"Resolve that, in time coming, it shall be competent to admit, on the funds of the Hospital, poor women whose fathers have been burgesses, (other than honorary,) though they are not widows, and have not attained to the age of fifty years." And, on the 19th February, 1782, "find that a burgess' daughter marrying a man who is not a burgess, is entitled to the charity of the Hospital."

1784, September 22d. 23d. and 26th.—Upon Report of a

Committee, the Patrons agree to certain proposals made by Mr. James Spreull, for building a tenement of land on the West of the Hospital, upon his paying £160 sterling.

1785, January 14th.—Authorize the Preceptor to conetir with Mrs. Baxter, widow of the late Daniel Baxter, in granting a Factory to Mr. James Hill, and such other deeds as may be necessary, for carrying into effect the Mortification by the said Daniel Baxter, of an equal half of his heritable and moveable property, to the Preceptor and Patrons of this Hospital.

1785, May 19th.—Upon a pctition of three of the Ministers, grant £10 to the General Session, for the education of poor children in charity schools.

1785, November 4th.—The Patrons nominate a Committee “to consider of a proper plan, by which the property of persons who have received supply from the Hospital, may, after their deaths, be made effectual for reimbursing the Hospital, to the extent of such supply; and to report, whenever the plan is properly digested.” N.B.—There has never been any report.

1788, July 31st.—Order the clerks to advertise in the newspapers, that £500 is to be lent, without interest, in terms of Daniel Baxter’s Mortification. And, on the 26th, of August, direct them to obtain a decret of adjudication of the Hospital and area, in terms of the Mortifications of the Founders.

1789, November 30th—The Town Clerks, Messrs. John Orr and John Wilson, resign their office as Clerks to this Hospital, and the Patrons return them thanks for past services. Mr. James Hill, jun. jointly with his father, is made Factor to the Hospital; and is to give security for intromissions; and they are also appointed Clerks to the Hospital, with a salary of £5 per annum, being the same that was allowed Messrs. Orr and Wilson.

1791, March 31st.—The Preceptor gives in his reasons of dissent, relative to the determination of the Patrons, at their previous meeting, about taking down the Hospital, against

which he had then protested. These reasons are answered by the Patrons, at the meeting in August following.

1792, February 17th.—A Committee is appointed for carrying into execution, the building of a new Hospital on lot A, and the expense limited to £2,500; but they report at next meeting, that, on account of the existing leases of the present Hospital buildings, it will not be proper to proceed in the new building at this time.

1792, November 6th.—Approve report of a Committee “for calling the town which is to be feued on the Gorbals lands, HUTCHESONE, and for building a bridge over Clyde thereto, opposite to the foot of Saltmarket;” and authorize the Preceptor, to subscribe two thousand pounds sterling toward building said bridge.

1793, February 20th.—Resolve, that although pensions to the extent of £102 had fallen since last year, yet by reason of the expenses, of embanking HUTCHESONE, and other causes, it would be improper to exceed £50 in pensions at this meeting.

1795, December 14th.—The Clerk is ordered to protest against Roberton and his cautioners, for not having fulfilled their contract as to building HUTCHESONE embankment, and for damages that may now arise thereto in consequence of the *fall of Hutchesone Bridge*. The report of Messrs. John Rennie and John Wilson, as to the causes of the fall of this bridge, is inserted at full length in the sederunt book on the 27th September, 1796, as well as other proceedings of the Patrons in consequence thereof.

1796, November 10th.—“The Patrons resolve not to enrol any new pensioners till the funds come round;” and on the 16th November, 1797, they let part of the warehouse at the head of Hutcheson Street, the intended site of the new Hospital, for five years after Whitsunday, 1798, at £35 per annum.

1798, March 21st.—Agree to allow £20 annually for stockings and shoes to Craufurd’s and Baxter’s boys, on account of

Mr. Baxter having been a bountiful benefactor to this Hospital, till the Patrons shall come to a contrary resolution.

Many are the reports of the Committees (say the authors of the History in 1800) and resolutions of the Patrons in consequence thereof, since the year 1790, relative to the feuing of the Gorbals Lands, and to the building of this bridge and embankment at HUTCHESONE; as well as about taking down the Hutchesons' Hospital, building a new one, and feuing out the ground on which the Hospital was built, with the garden at the back thereof; but these were too voluminous for their abstract, and should it be necessary therefore to have recourse to them thereafter, reference was made to the sederunt book of the Hospital, where they are inserted at full length.

CONTINUATION OF HISTORY—HOSPITAL BUILDINGS.

To proceed with the historical narrative since 1800, the Patrons at the same Meeting at which that History of the Hospital was ordered to be published, resolved, "that, as it seems highly necessary and proper, an Hospital should be built at the head of Hutcheson Street, as soon as possible, the Patrons will gradually lay aside a sinking fund from falling pensions, or falling temporary supply, or other sources, in order to provide for the same, till such time as said sinking fund shall amount to the annual sum of at least £150 sterling."

In March, 1802, the plans for a new Hospital building in Ingram Street, at the head of Hutcheson Street, corner of John Street, made out by Mr. David Hamilton, were submitted to the Patrons; and in June of that year, the offer of Mr. Kenneth Mathieson, builder, to execute the mason work, with stone from the quarry at Possil, for £2,525 sterling, was accepted of, and a contract entered into with that builder, the Patrons being satisfied with the assurance of Mr. Hamilton, that the

wright and other work would not exceed the one half of the expense of the mason work. The work was accordingly proceeded with, and finished in 1805; when it appears that there were ultimately paid to the mason and other tradesmen, £5,201:5s. 1d. less the value of the materials of the old buildings, which were taken by the mason at £125. To this expense may be added the sum of £168:11s. paid to Messrs. Hanington for a Clock that was then put up in the steeple. In February, 1806, however, a claim was brought forward by Mr. Mathieson for an additional payment, on the ground of his having made an error in some of his calculations; and that the old materials had yielded less than the estimate; and that some of his wrought stone materials had been wantonly broken in the course of the work. The petition being referred to a Committee, the Patrons on their report awarded him the further sum of £16, for the injury done to the materials during the building.

In the course of erecting the building a proposal had been made and adopted, to have the interior of the great Hall fitted up for reception of the Books and the accommodation of "Stirling's Library;" reserving to the Patrons the use of the same for their general meetings and other indispensable purposes. By this arrangement the Library Directors were to pay $7\frac{1}{2}$ per cent. yearly "on the *difference* of expense" between finishing the room for the ordinary purposes of a Hall, and as a Library; and £17:9s. 6d. was accordingly paid by them down to Martinmas, 1818. But on the report of a Committee, this rent was raised to £30 yearly. In the year 1841, the Patrons let the Hall at a rent of £100, for a Reading-room to the gentlemen who seceded from attending the Glasgow Exchange Rooms, on account of the refusal to close the doors of that Reading-room on Sundays; and during that period the Meetings of the Patrons were held in an upper part of the building, which had been originally intended for the School-room. The

Library Directors at the same time continued their possession of the Hall jointly with the Reading-room Directors, but at a reduced rent of £20. In 1844, the Library Directors removed their establishment entirely from the Hospital buildings, to premises of their own in Miller Street. After the Hall had been occupied at a reduced rent of £70, to Martinmas, 1847, when it was given up as a Reading-room, it was, in 1849, let to, and is now occupied by the various Banks in the City of Glasgow, as a clearing room, at the yearly rent of £105, the Banks being at the expense of the necessary fittings; but in consequence of these fittings being inconvenient for the comfortable meeting of the Patrons, whose numbers have been considerably increased by the Acts of Parliament extending the Municipal boundaries, their General Meetings are now held in the Council Chambers. The Hospital, however, have still the use of the Hall or clearing room, for the feuing, or sales of property, paying pensioners, and other purposes. The Counting-houses on the ground flat or basement of the Hall, have, ever since its building, yielded a revenue on yearly leases. The National Security Savings Bank, for several years after its first establishment, occupied a part of them; and these along with the Hall and the old School-room above the Hall, are now let at rents amounting to £184 yearly. The Committee-room adjoining the Hall never yielded any rent. It was from the first, while the Magistrates went in state to the City Churches on Sundays, used as their place of assembling, and of refreshment, during the intervals of public worship; and from its central situation, it has afforded much gratuitous accommodation to the public authorities.

It may be here noticed that the Statues of the founders, stated in the former History to be of marble, were erected in the niches designed for them, in front of the Hospital building in the year 1824, at an expense of £26.

The part of the Hospital building above the large Hall was designed for, and sometime used as, the School-room; but it

was soon found inconvenient for the purpose; and as it had been proposed to build a tenement or houses for the accommodation of the master and other purposes, on the remaining ground fronting Ingram Street, on the East of the Hospital building, a more commodious School-room was built there, with a shop beneath, and some dwelling-house accommodation above, at an expense of £720 : 10s. 10*d.* But this School accommodation also proving so inadequate that in the year 1839 there were no more than 92 square yards of covered Class-room and 19 square yards open court for the accommodation of the Scholars, then numbering 120, the Patrons resolved to obtain entirely new accommodation for the School. After various enquiries and reports as to the most eligible site, and the expense of proper School accommodation, they ultimately resolved to erect the present School buildings in Crown Street, Hutchesontown, from plans made out by Messrs. David and James Hamilton, which were completed in 1841, at a cost of £4,236 : 8s. 4*d.* exclusive of the value of the ground, which estimated at 7s. 3*d.* per yard, being the rate at which the Hospital have feued the adjoining steadings, would amount to £1057 : 1s. further; this School is situated in an airy situation, yet within the distance of five furlongs from the Cross of Glasgow. It comprises of covered Class-room 352 square yards, and 1497 square yards of open court or play-ground for the boys, whose present number is 160. The old School-room and premises adjoining the Hall in Ingram Street, are now let to different parties at rents amounting to £52 yearly.

Having thus continued to the present time the account of the architectural works which, alike, from expressions in the deeds and the style of the building, seem to have been originally designed as “monumental” of the Hutchesons, we shall now shortly advert to, and continue the History of the Constitution or Governorship of the Hospital since the date of the last publication.

CONSTITUTIONAL HISTORY OR GOVERNORSHIP.

The work published in 1800 commences with the then existing Rules and Regulations, the Deeds of Constitution which are here prefixed to the Rules founded thereon, being there given as an appendix. These rules, it was at the same time enacted, were never to be altered unless after a previous notice of six months. The first paragraph of these Rules being that relative to the Patrons, is in these terms:—

“Patrons,—It must be allowed that the original mortifications of the Messrs. Hutcheson, are rather inconsistent with each other as to the exact description of persons who are to be Patrons; but as the Magistrates, the Town Council, the Ministers, or a part of each are always mentioned therein as such; expediency and long established usage have now fixed, that the Lord Provost, Bailies, Dean of Guild, Deacon Convener, and the other members of the Town Council, together with the Established Ministers of the City of Glasgow are the Patrons; and in them is vested the management of the whole funds and affairs of the Hospital,—the major number being a quorum.” There were also more instances than one of a Preceptor being voted at the day of annual election, as re-elected or continued, although he had ceased to be a member of the Council. It was further, of very frequent occurrence that the Council being changed at Michaelmas yearly, a Preceptor, not a Councillor, had to discharge some of the most important duties of his office, until the appointment of his successor, who was elected generally in the month of February or March. A great part of the Appendix alluded to, is also occupied with various observations and statements, touching the question of who were strictly entitled to be held as Patrons. It may also be remembered, that even so late as after the Municipal Reform Act of 1833, a protest was actually taken and a law suit threatened by more than one gentleman,

who it is believed, had not adverted to the Royal Charter of 1821, against the election of the Preceptor, on the ground of the supposed incompetency of others of the Patrons to vote on the subject. The total number of Patrons, including the Preceptor, in the year 1800, was—

The Lord Provost and five Bailies,.....	6
The Dean of Guild and Deacon Convener,.....	2
The Treasurer and other Members of Council,...	24
The Ministers of the Established Churches,.....	8

—
In all,..... 40 ;

of these, 21 constituted the quorum. But upon 12th November, 1801, the Preceptor moved, that thereafter the quorum should be reduced to 12; and the motion was appointed to lye on the table till next Meeting. This took place on 18th February, 1802, (being considerably within six months of the first notice,) when the Patrons, apparently not without division, resolved, “that 12 of the Patrons should constitute a quorum, and their acts and deeds should be binding at all meetings, except at the annual meeting in February, for the disposal of pensions.” Shortly before the application for the Royal Charter, the number of Patrons had been encreased to 42, by the establishment of two additional churches within the city; and about the same time, several important questions had been agitated in regard to the constitution of corporations, and the mode in which they were entitled to hold land and to plead in Courts of Law. Seals of cause or charters of erection by the Magistrates of Burghs, which afford a very simple and comparatively inexpensivæ mode of establishing corporations were in pretty general use. But these, though sufficing for property held burgage, and all questions coming within the jurisdiction of the Burgh Courts, yet could extend no further; and more than one case occurred where a Society or the Trustees or office-bearers of a Society, to whom, “and to their successors

in office," infestment of property had been granted, often found themselves unable to make effectual their rights at the most critical time. In these circumstances, and under the verbal but most decided advice of eminent counsel, the Royal Charter of Incorporation of 1821, was applied for and obtained.

By this Charter or Deed of Constitution, the administration and management of the whole funds and affairs of the Hospital are distinctly and expressly vested in the gentlemen who were acting as Preceptor and Patrons at the time, and in their successors, and eleven of these declared to be a quorum. In order to remove all ambiguity as to the continuance of the Preceptor in office, after his leaving the Council, until another Preceptor is chosen, Mr. M'Kenzie who had ceased to be a Councillor at Michaelmas, 1820, is expressly named as Preceptor in the Charter, of 1821; and at the first Meeting appointed by the Charter, to be held on the 60th day from its date, or on 4th April, 1821, he was again expressly elected Preceptor, so that, *de facto*, the number of individuals then constituting the Preceptor and Patrons, were 43, which of course continued to be the legal number whenever the Preceptor's Councillorship expired, until the appointment of his successor, whose election he generally presided over and authenticated by his signature, and which too it would seem according to the Hospital's by-laws, he might have had to decide by his casting vote.

The General Burgh Reform Act of 28th August, 1833, although it changed the mode of electing the Council, yet made no change in their number. Mr. Dalglish who had been re-elected or continued Preceptor, on 3rd April of that year, was not returned to the Council at the first election under the Act, in November, 1833, but he continued to act as Preceptor down to the 12th of February following.—At this Meeting, it was moved, seconded, and unanimously agreed to, "that at the present election, and at all future.

elections of the Preeptor, the Patrons shall adhere to the terms of the mortification as well as the contract entered into betwixt the Patrons and Mr. Thomas Hutcheson in 1640, and only elect to that office, an ordinary Councillor of Glasgow;” and again on 6th November, 1843, the Preeptor (Mr. Leadbetter) moved “that the Members of the Town Council and Clergy of the City Churches, being the Directors or Patrons of Hutchesons’ Hospital, in virtue of their respective offices, the practice that has prevailed for some time of the Preeptor continuing in office till February or March, even though he has ceased to be a Councillor in the preceding November, be discontinued as contrary to the constitution of the Founders;—that the Preeptor shall be chosen annually, on the Tuesday in November (or some other day of the same week) following that on which the Annual Municipal elections take place, at which Meeting the Preeptor shall preside till the new Preeptor be chosen; which motion having been considered by the Patrons, was unanimously adopted and the resolution agreed to come into operation on the 17th November current, when a General Meeting was ordered to be held.” The elections have ever since taken place in the month of November accordingly; and it is perfectly clear, that the Charter authorized the resolutions or regulations being made on 12th February, 1834, and 6th November, 1843, —while at the same time, it guards against, or provides for, what might otherwise be held as an anomaly or irregular—the case of an ex-Councillor presiding and voting at the choice of his successor.

By the Glasgow Municipal Boundary Extension Act, dated 27th July, 1846, the number of Councillors were increased to 50, being 3 for each of the 16 wards, of whom the Lord Provost, Magistrates, and present Preeptor form a part, besides the Dean of Guild and Deacon Convener, and in them with the ten Clergymen is now vested the

administration of all the Hospital's affairs, eleven being the quorum.

DISPOSAL AND ACQUISITION OF LAND.

We shall now revert to the landed property, or the continuation of that part of the Hospital's History which refers to the acquisition of different subjects, and to the more important feus or sales since 1800:—

It appears that on the 18th of February, 1802, the Committee on Lands reported to the Patrons that they had feued two building steadings in St. Ninian's Croft, of Hutchesontown, at 4*s.* per square yard, and four steadings at 6*s.* per square yard; and since that time, and after the progressive opening of the different streets and communications affecting the Hospital's Lands, the feuing has gradually continued, although sometimes at rates not altogether so high as the sales that preceded, owing no doubt to peculiar causes, yet is still generally and progressively increasing, according to the demand caused by the increasing population and exigencies of Glasgow—which increase in all probability was contemplated in the remote distance by the Founder, Thomas Hutcheson, when he directed the Patrons to invest his mortified funds in arable lands, in the neighbourhood of this trading and well circumstanced City.

On 12th November, 1801, the lands of Kirkeroft—extending to 12 acres, 1 rood, and 22 falls Scotch measure, and of which the agricultural rent was £78:18*s.*, were after a public sale and some competition sold to Mr. David Laurie, for £470:14*s.* 9*d.* of yearly feu duty.

On 17th March, 1802, the Patrons sold by public roup, and after some competition, to Mr. David Laurie, the 2 fields of Tradescroft—containing 7 acres, 3 roods, and 34 falls Scotch measure, and yielding the Hospital £44:8*s.* of yearly agricultural rent, for £30:10*s.* per acre of yearly feu duty; the Hospital at the same time, agreeing to give him for an ad-

ditional yearly feu of £15:18s. 6*d.*, the Old Tollhouse and Buildings at the south-west end of the Stockwell Bridge, which were yielding the Hospital about £24 yearly, to enable him to open the Street along Carlton Place, between the Old and New Glasgow Bridges.

On 20th August, 1807, the Hospital sold to the Trades' House or Crafts Corporation of Glasgow, one half of the ground fronting that Corporation's Lands, or between the same and Port-Eglinton Street, required for making or widening the Street, at the rate of £12 yearly, per acre.

On 10th August, 1809, a Letter which is engrossed in the Hospital's Minute Book, to the Preceptor, was laid before a General Meeting of the Patrons, accompanied with a recommendation from the Committee on Lands, when the Hospital agreed to sell by private bargain to Mr. Macdowall of Castle-semble, a strip of ground extending to 18 falls and 6 ells, running diagonally through their Lands of Pretty-three, to enable Mr. Macdowall to make a Railway from the Govan Coal Works, (in which he was a principal partner) to the Paisley Canal Basin.

On 6th May, 1828, the Patrons feued out by public roup, a portion of the eastern part of the Lands of Docanyfauld—extending to 4 acres, 1 rood, 3 falls, and 7 yards, to Mr. William Dixon, Mr. Macdowall's successor in the Govan Property, who required these Lands to make a Railway and Coal Depot, for £452:11s. 3¼*d.* of yearly feu duty.

In December, 1804, the Hospital received from Mr. William Marshall, £9:18s. 6*d.* as the price of 5 falls and 8 ells, of part of the Garngad Hill Lands; and on 24th February, 1819, the Patrons sold by public roup, the remainder of these Lands—being 1 acre and 1 fall, to Mr. James Wylie, for £6:5s. of yearly ground annual, besides a premium of £100 Sterling. Upon these and the other lands formerly belonging to the Hospital in Garngad Hill, many valuable Factories have been

erected; the proprietors of the lower lands having availed themselves of the powers of the Canal Acts, to enable Canal Companys to execute such works through the lands of assenting proprietors.

On 20th September, 1843, the Patrons feued by public sale to the Glasgow Gas Light Company, part of Barr's Park, lying immediately to the south of the Gas Works in Tradeston—extending to 6850 square yards, for the yearly feu duty of £94:3s. 9d.

On 10th November, 1845, the Patrons exposed to sale another portion of Barr's Park, to the north of Sheill's Loan—containing 9580 square yards, and after some competition the same was bought by the General Terminus & Glasgow Harbour Railway Company, at the rate of 21s. per square yard. This ground at present forms part of the Railway.

It may also be observed, that an excambion was proposed or an exchange between the City Corporation and the Hospital, of part of the lands of Craig's Park and others, under reference to an arbiter, but it has not yet been completed by any writings on the Hospital's part, although the several lands have been for sometime respectively possessed by the tenants of the different parties.

The other sales of feus made by the Hospital, have been chiefly in single building plots or steadings,—the Patrons latterly being strongly impressed with the propriety and advantage of not disposing of their lands in larger portions than what the feuar may be supposed capable of immediately and conveniently covering with proper dwelling-houses. It may be also remarked, that, when several steadings have been exposed together in one locality, and fallen into the hands of the same purchaser at the roup, the conditions of the feu have sometimes not been implemented by the erection of proper buildings upon each stading, along the fronts of the Streets; and as this is of course attended with a disadvantage to the

Hospital, the Committee have endeavoured to guard against it in subsequent feus.

Since 1802, the feuing in Hutchesontown for building houses has been gradually and beneficially proceeding, at rates averaging from 4s. as above, to 20s.; the latter of which high rates was obtained for a corner steading of ground in the vicinity of the Caledonian & Barrhead Railway Termini, just before completing the present report. In the Rental which is annexed to the Rules, &c., of the Hospital now published, will be found stated all the various feus which have been yearly made by the Hospital, not only since 1800, but since the previous division of the Barony of Gorbals. By referring also to the annexed plan of the Barony of Gorbals and adjacent grounds, which has in like manner been amended and continued, with all the alterations since that published in 1800, it will be seen how much of the Hospital's half of the Barony has been feued out, and how much still remains unfeued.

For the purpose chiefly of forming different necessary accesses, and enabling the Hospital to obtain the highest value for their building steadings, the Patrons have had to make some purchases or exambions of land at different times since the year 1800.

The first of these was in November, 1822, of a Cottage, and about 700 square yards of ground, lying on the east side of Port-Eglington Road, bought from a Mrs. Redmund Birmingham, for £300, and burdened with a sub-feu duty of £8:15s. to the Hospital's feuars of the Lands of Stirlingfold and Welleroft. It was an extreme corner of these lands, the whole of which it may be remembered, consisted of 29 aeres, 3 roods, and 23 falls, feued out about the year 1790, for £258 of yearly feu duty. This purchase was made by the Hospital, to get access from Port-Eglington Road, to that portion of the Pretty-three Lands which in consequence of the sale of a strip thereof to Mr. Macdowall, in 1809, for a Railway, was completely cut off from that Street.

As the Polloe & Govan Railway superseded the line of Railway through Pretty-three Lands, which Mr. Macdowall acquired from the Hospital conditionally, on its being used as a Railway,—this may be considered as another re-purchase of property by the Hospital.

In the meantime, that spacious Street called Portland Street, had gradually been built, running from north to south from the site of a bridge at the foot of Maxwell Street of Glasgow, through the Lands of Kirkcroft, Tradeseroft, and Welleroft, which Messrs. D. and J. Laurie had acquired by the successive feus from the Hospital, and purchase from Dunlop and Houston. But just at the extremity thereof, a cross street was made, and the Patrons deeming it of great advantage to have access on this side to Pretty-three Lands, resolved in 1837, to purchase the steading immediately opposite Portland Street, containing 2024 square yards, which they accordingly did, at the price of £1362 : 15s.

For the purpose of continuing Hospital Street and Thistle Street in straight lines southwards through the Lands of Docanyfauld, the Hospital purchased in 1831 and 1832, from Mr. Waddell's Trustees, and Mr. Walter Whyte, some old buildings on the south side of Rutherglen Loan, and the ground on which they stood, at the price of £420. They also exchanged with Mr. James Cross a small portion of the Lands of Docanyfauld, in lieu of some ground belonging to him on the south side of Rutherglen Loan.

For facilitating arrangements with the feuars, the Hospital acquired from Mr. Robert Ferrie, in 1823, a surplus feu duty of £25, payable out of part of Kirkeroft Lands; and from the representatives of Dr. M'Leod, in 1824, several small feu duties, amounting to £3 : 16s. 4d., payable out of part of St. Ninian's Croft.

In 1841, the Patrons, on the Report of a Committee, of which Mr. Preceptor Leadbetter was chairman, employed

Mr. Kyle to make a new actual survey of the Hospital's Lands in the Barony of Gorbals, feued and unfeued; and to prepare a plan in conformity therewith, on a scale of an inch to the hundred feet. This he accordingly did; and, it is a reduced copy of this large plan, with the addition of the subsequent feus, and streets since opened, and the City and Trades' House proportion of the Barony, that is now appended hereto. Each new feu as it is made is exactly delineated and numbered on Mr. Kyle's plan. When Mr. Kyle's survey and plan were finished in 1843, it was on the recommendation of the same Committee, that a Report was got from Messrs. John Baird, architect, Archibald Edmiston, wright, and Thomas Bennie, builder, of the value of all the unfeued lands and other property belonging to the Hospital, and it is upon this report and valuation that the Stock Account of the Hospital now proceeds. Every new feu, as it takes place, is valued and converted into capital, or added to the stock at Twenty-two years' purchase, being the same rate as that at which the feus were then valued; and a deduction is of course made from the value of the unfeued lands, at the rate at which the reporters valued the same, so that while a gradual diminution in the value of the unfeued property is going on as the ground is feued out, an increase in the feued takes place, unless when the ground is feued at a less price per square yard than these gentlemen valued it; this last state of circumstances is, however, of very rare occurrence.

LANDS AND ROADS, OR STREETS.

Till of late years, lands lying on the south side of Clyde, or to the northward of the City, have not been much in favour for the building of dwelling-houses. To make their extensive grounds as available as possible for building, the Patrons had therefore not only to make the purchases before alluded to, but also, and at no small expense, to open and form

many communications through them. The accompanying map will shew the extent to which these have been already formed, and the extent of land through which street communications will yet be required. An arrangement, it may be noticed here, was entered into in 1825 with the proprietors of the lands of Little Govan, lying immediately to the east of Docanyfauld, by which the parties thereto declared their mutual interest to consist in not making any feus at variance with the projection of a direct communication through their respective lands in a straight line from Rutherglen Road to the road leading to Cathcart Road. The Patrons have however avoided, so far as in their power, imposing fetters in these respects upon the Hospital; the streets being confined, it will be observed, to leading communications, and always formed and opened before any feus were made along the same. Hence there is not a single obligation on the Hospital, in any of their feu-contracts, to open communications at a future time, nor for the Hospital to perform any future obligation whatsoever; the slightest engagement of which nature, on the part of superiors, has often created much trouble and litigation. An attempt was indeed made, nearly fifty years ago, to hold the Hospital responsible for an encroachment which one of their feuars had made, in narrowing, to the extent of several feet, a part of Thistle Street; but, while this attempt did not prove successful, it increased the diligence of the Patrons to prevent future encroachments. The whole streets and lining, as it is technically termed, of all intended buildings within any part of the district over which the municipality and Police of Glasgow has been extended, also provides a material safeguard in this respect; for the greatest part of the Barony of Gorbals, as will be seen from the plan, is now comprehended within the municipality of Glasgow, and the supervision of the Police and Statute Labour Trustees of the City.

It may be here noticed, that the Hospital expressed them-

selves somewhat averse to the proposal, when originally made, for opening the great road or street, called Port-Eglinton Street, leading from the Pollokshaws Road to Jamaica Street Bridge of Glasgow. Most of their property nearest the Bridge had been previously disposed of in large lots, by the acre; and there only remained to them, unfeued, the Lands of Pretty-three, on the east side of the proposed road, and their lands south of the Cavalry barraeks, which, of course, formed the key of the communication. The Patrons, at that time, expressed their fears, that the new road would materially diminish their prospects of feuing in the neighbourhood of Hutchesontown, and of the approaches to Glasgow by the upper bridges, where they considered their interests chiefly to lie. It was only in October, 1805, that the Patrons agreed to the opening of this street through these lands, to which they also afterwards gave a liberal subscription. The street was opened about the year 1809.

HUTCHESONS' BRIDGE AND ROAD.

The same desire to improve the public intercourse or communications, particularly in the eastern portions of the Barony, where they have so great an interest, has caused the Patrons, from their first becoming the proprietors of that extensive division, to look with much anxiety to the erection of a Bridge at the foot of the Saltmarket—such Bridge being in the direct line of street from the Cathedral, by the College, the Cross, and the Justiciary Buildings, and old Crown Street of Hutchesontown, to the south-eastern boundary of the Barony, or junction with the Cathcart or Ayr turnpike road near Govan Colliery. Crown Street accordingly was one of the earliest commenced Streets in Hutchesontown, and runs through the centre of the old farm or lands of Doeanyfauld.

The Patrons had taken the whole feuars of Hutchesontown, from the earliest period, bound, to pay 25 *per cent.*

additional on their respective feu duties, on the completion of a stone bridge, for the passage of horses and carriages. This increase or *per centage* on the feus, on account of the opening of the Bridge, amounted, in 1830, to £185:3s.7d.; and it is certainly not an unreasonable assumption, that such Bridge added 25 *per cent.* to the amount of all the subsequent feus that have been granted, and to the value of all the still unfeued Hospital's Lands in the same neighbourhood.

As stated in the former history, from the fall of the old stone bridge in 1795, down to its publication in 1800, many reports had been prepared, and resolutions passed in regard to building another. The whole cost of that Bridge was only £6,000; and there is but too much reason to believe, that the specification was altogether defective, and that no adequate structure could have been obtained for that sum. The contractor, however, a Mr. John Robertson, had given security for completing the work; and according to the usual practice of that period, he undertook all risks and defects of the specification, of which he was presumed the most competent judge; and was bound to deliver a good and sufficient structure for the purpose required, and to uphold and maintain its stability for a limited number of years. The building had not been taken off his hands as complete, when it fell, during a flood nearly as great as that which occurred in the river in 1782. Mr. Robertson and his cautioners honourably fulfilled the engagements they had undertaken, and the Hospital received back all the advances which they, along with the Town Council, had made for the work.

In February, 1803, the Patrons had subscribed £200 towards building a wooden bridge, for foot passengers, across the Clyde, near the foot of the Saltmarket. The Hospital's feuars subscribed at the same time at the rate of a penny per square yard on their feus, for the same purpose. An offer to feu the whole of the lands of Docanyfauld, on the south side of

Rutherglen Loan, if this wooden bridge were built, had been submitted to a previous meeting, but declined. This Bridge was soon after erected, from an elegant and much admired design of Mr. Peter Nicholson, architect; but from the severe effects of the ice floods, and other causes, the timbers before the year 1824, were at many places in a state of great decay, and serious apprehensions of its stability had for several years been entertained. Thus the anxiety for a sufficient carriage Bridge was, of course, considerably increased.

In 1814, an Act was obtained from Parliament, by the Magistrates and Council, for enabling them to raise £7,000 on the credit of the City, and the pontages of a Bridge at the foot of the Saltmarket, and whatever additional sum might be necessary, by subscriptions, on the security of these pontages; and to erect and maintain such a Bridge, with which it was expressly stipulated that the other two bridges were in no ways to be connected. The act contained a provision that its powers were to cease entirely as to the intended Saltmarket Bridge, "unless the said Bridge is begun to be built on or before the 1st of January, 1816; and unless the same is undertaken to be completed without delay, and to be upheld for five years after it is completed, by the person or persons who shall contract for the building thereof." It provided further, that none of the powers of the act were to be enforced unless a further sum of £7,000 at least was raised by subscription, in addition to the £7,000, or sum authorised to be borrowed. The expense of a stone bridge, and the difficulty of obtaining a good foundation for the piers, appear to have been found so serious, that the whole powers of this Act of Parliament were allowed to expire without any thing being done to carry it into effect.

In the meantime, a new description of bridge building, by means of suspending wires or chains from side to side of rivers or ravines, and apparently costing less than one half of the

expense of bridges requiring stone piers and arches, had been successfully executed at one or two places in Britain.

On 18th September, 1820, therefore, while Mr. Thomas Telford was visiting Glasgow, the Land Committee consulted with him on the expense and practicability of erecting such a Bridge over the Clyde, at the foot of the Saltmarket, and his opinion was so very favourable, both with respect to the security and sufficiency, and the expense, that on being reported to the Patrons, they appointed a special Committee with the view of further considering and promoting so desirable a measure.

In November following, the Committee gave in a lengthened report strongly recommending the Patrons to apply for authority from Parliament for the erection of such a Bridge, which report was approved of; but as some of the feuars, threatened opposition to an explanatory enactment, or provision in the bill, that the proposed Bridge, if built, so long as upheld and maintained for the passage of horses and carriages should be held as implement of the conditions under which the additional 25 *per cent.* was payable on the feu duties, the application to Parliament was not then proceeded with. But in September following, (1821,) the Patrons expressed their desire that the Committee should not lose sight of this important object.

In the month of October, 1824, it was reported to the Hospital, that several of the feuars and others on the south side of Clyde, would gladly subscribe to the erection of a handsome wooden bridge for horses and carriages, between Glasgow and Hutchesontown, which might be obtained at a very moderate expense, and which the pontages might soon be able to defray, if the continuation of Crown Street were opened. The subject having been taken into consideration by the Committee on the Gorbals Lands, they reported that, "they observe with considerable regret, that there is at present

almost no prospect whatever of a stone bridge being erected, as the expense thereof, however plain the elevation, has never been and cannot possibly be estimated at less than £15,000 sterling; at the same time, from the great probability of the other bridges having their Tolls reduced or possibly abolished, by the diminution of their debt, there can be no dependence whatever upon any larger rent than £500 being obtained for the new one. Every year's delay, it is also to be noticed, obviously tends to diminish the security of any return, as the rate of Tolls must always be regulated by those on the other Bridges. In these circumstances, it appears to the Committee, that the most advantageous plan which it is at all within the reach of the Hospital to compass, would be the erection, with as little delay as possible, of a wooden bridge, for which, a strong desire has been expressed by several of the feuars, and who are willing to subscribe or become responsible for one half of that expense. It has been credibly affirmed, and the Committee are inclined to the opinion, that such a Bridge might be erected for the sum of £4,200 or less; and that while it answered all the purposes of a stone bridge, it might be of even a more handsome and ornamental appearance. In this event, after paying all expenses and interest, there would be a sinking fund to be depended on—exceeding £250 a year, the operation of which alone, would in process of time, afford a fund for building a bridge of stone; while, in the meantime the Hospital would derive, so far as their Land yet to feu is concerned, as great an advantage as they could derive from one of that description. This additional value, if the same *per centage* or additional feu duty, were got on those yet to feu, as has been obtained on these feued, is necessarily of much greater amount, and perhaps of more importance than obtaining the additional *per centage* on the feus already made. The *per centage* on the former byegone feus, for a stone bridge, would amount to about £200; and an additional sum

of £14:6s. 3d. would also be payable for recent byegone feus, even although the bridge were of wood. But the same increase of value upon the 28 Acres of the Hospital's Lands of Docanyfauld, immediately adjoining Hutchesontown, calculating the ground as it has always been, at 6s. per square yard, would exceed £600 a year. The Committee therefore agree to recommend the measure to the earliest and most favourable consideration of the Patrons, and for this purpose, they also suggest the appointment of a larger Committee, with special powers upon the subject."

On the 21st of same month, the Patrons at a very numerous meeting, concurring entirely in the opinion expressed by the Land Committee, appointed a large Committee as recommended, with power to give the necessary Parliamentary notices, and to obtain plans and specifications, and to enquire further and report. On 24th February, 1825, the Committee reported "That they are satisfied the proposal of a wooden bridge should on no account be abandoned, but, that in the hope of some arrangement being made by next Session, whereby at least a portion of the expense of a stone bridge may be agreed to be put on the other Bridges, that it will be advisable to delay further procedure at present, and without prejudice to a proposal made by Mr. Girdwood to the meeting verbally, to be at the sole charge of erecting a wooden bridge, on receiving the Tolls for a certain number of years, being also further considered." Which being considered, the "Patrons remitted to the Committee on the bridge to proceed as they thought most expedient for the interest of the Hospital, it being the wish of the Patrons of the Hospital, that the Committee should take the present season to mature a proper plan, and see that notices are given, with the view of bringing into Parliament, next Session, such a Bill as may secure the erection of the bridge, and according to such plan as they shall in due deliberation resolve to adopt."

At a joint meeting of the Hospital Committee, and a Committee of Feuars and other Proprietors south of Clyde, held on 9th August, 1825, a proposal was directed to be submitted to the Trustees of the Jamaica Street and Stockwell Bridges, with a view to building a stone bridge at the foot of the Saltmarket, by forming the whole three bridges into one Trust;—the proposal however, was declined by the Trustees of these bridges. And on 24th August, 1825, the whole subject being brought under consideration of a general meeting of the Patrons, and they being “impressed with the great advantages to result from the speedy execution of the proposed bridge, in such a way as it may be within their means to accomplish;” they again remitted to a Committee “to see that notices were given, and an act got so as to authorise the erecting a bridge of any material, which may be afterwards found most expedient,”—and to take such other measures as they may find necessary in the business. The Act of Parliament was accordingly obtained on 26th May, 1826, being that of Geo. IV. cap. 133: “for making a road from the foot of the Saltmarket of Glasgow, to the Kilmarnock or Cathcart Turnpike Road, and for building a bridge in the line thereof, across the River Clyde from Glasgow to Hutchesontown.”

It will be observed, that, what are or were respectively termed Bridge Acts and Road Acts, were subject to very different rules of procedure; Bridge Acts were in the endurance perpetual; and plans of the specific bridge or structure were lodged with Parliament, to which parties were bound to adhere, in order to secure a satisfactory and desirable structure. But in the other case, or that of Turnpike Roads, the suitors for the Bill, owing to the necessity of periodically submitting their proceedings, and the renewal of their powers to the approbation of Parliament, were not subjected to the same strictness, nor to any particular plan for their Bridge. It will

also be observed, that, in order to continue Crown Street in a straight direction to the Cathcart Road, a small piece of ground belonging to Mr. Wm. Dixon, required to be obtained. The Act of May, 1826, was therefore essentially, and to all intents and purposes, a Turnpike Act, while this Act left its promoters entirely unfettered as to the specification of the Bridge, binding them only to complete a turnpike communication from the foot of the Saltmarket across the River to the Cathcart Road; it also contained an express power to continue to levy tolls until a fund was accumulated, after paying all other expenses, sufficient to provide for or secure the erection of a more durable and sufficient bridge, in lieu of or on the decay of that which might be first erected. It is but justice to say, that the plan of a level wooden bridge, instead of a stone bridge, had many supporters at the time, for the reasons before stated, in regard to the comparative inexpensiveness of such a structure, although it would not have entitled the Hospital to the benefit of encreasing their feu duties to the extent otherwise effected. The Patrons and several of the Subscribers to the bridge, were appointed Trustees under the new Act. The only opposition or trouble which was met with in Parliament, arose on the part of the Magistrates of Rutherglen and some gentlemen who were interested in what was termed "the upper navigation of the River Clyde," who insisted for the insertion of clauses, giving to them such control over the plans of the bridge as might satisfy them or neutral engineers and arbiters, that none of the new works or buildings should interrupt or interfere with the future navigation or proper improvement of the River Clyde above the City of Glasgow. It may be here noticed, that at a subsequent meeting with Mr. Colin Dunlop, of Clyde Iron Works, who took the active part in this opposition, on the 12th of June, 1828, when the plans were under consideration, he "expressed his perfect satisfaction, provided the foundation

of the centre piers were such as to admit of three feet being scooped out from the present bottom of the river, without danger to the bridge,—so that there might be a water-way of five feet on summer level, and provided the height of the arch above the same were sufficient for the passage of Steam-boats with folding funnels, as to which he was to enquire.” In the first volume of the trustees’ minute book, there will also be found a diagram, shewing the depth of the river at summer level under the centre arch, and the heights or depths of the river at the various floods of any importance, since 1782 to 1832, and the depths of the foundations of the piers.

As soon as the Bill was secured, the Trustees directed the opinion of Mr. Peter Nicholson to be obtained, in regard to the expediency and sufficiency of the plan of a wooden bridge, but before that opinion could be procured, it was stated by the then Dean of Guild and another member of Council, at a meeting of trustees, held on 6th June, 1826, being the first meeting appointed to be held under the Act, for carrying the powers into execution, that “they conceived it would be greatly for the interest and most probably the conduct of the Hospital and the City, to subscribe, the former £5,000 and the latter £3,000, as postponed debts on the funds of the bridge, provided the individuals on the south side of the river would subscribe £3,000, or such further or other sum as would make an advance adequate to enable the trustees of the bridge to borrow the deficient capital on the credit of the Tolls alone;”—after some conversation, although it did not appear that these individuals present were prepared to subscribe the requisite sum, yet it was thought expedient on the motion of Mr. Cleland, to give them an opportunity of considering the subject further for a few days, when he promised to report the result of a further conference with them, whereupon, it was agreed that an adjournment should take place in order to give time for Mr. Cleland’s report; but that the

trustees should thereafter meet, to take immediate measures for the erection of a bridge either of one description of materials or another, according to the funds they shall be enabled to command."

Considerable delay and a further adjournment took place, without anything decisive being effected, beyond that of the Committee of the Patrons agreeing that they would recommend to the Patrons to make a liberal advance by way of a postponed security on the tolls of the bridge. Other subscriptions were however still required; but the Hospital having agreed to increase theirs to £6,000, and the Town having also agreed to subscribe £2,000, and other considerable subscriptions being obtained, postponing the subscribers' security to the sums to be borrowed under the statute; the Trustees after numerous further meetings and deliberations, ultimately resolved to contract for the bridge, according to a plan and specification made out by Mr. Robert Stevenson, the eminent Engineer of the Commissioners of the Northern Lighthouses, and of some of the most important bridges in Britain.

It is necessary here to bear in mind, that generally the Bridges nearest the outlet or junction of rivers with the sea, have to sustain the greatest pressure of water, and so require, wherever the water-way is contracted or interfered with by several stone piers, to be constructed in a much more solid and substantial manner than the bridges immediately higher up, which sustain only the limited or reduced and broken amount of pressure from storms and high tides. But the very far inland situation of Glasgow Bridges, and the great extent of flat ground over which the river Clyde is dammed back immediately above Glasgow, with its extensive and increasing drainage, and heavy land floods, reverse the above rule of relative weight and strength to be observed in the construction of the Saltmarket and Jamaica Street Bridges, the greatest

pressure, beyond a doubt, falling there to be sustained by the former as highest, instead of by the other as lowest on the river. "It may be in the recollection, (as stated by the Rev. Principal Macfarlan at a meeting,) possibly of some gentlemen still living who witnessed the fall of the Bridge in 1795, that it was a disregard of these circumstances that chiefly caused that disaster, for it took place to all appearance by the *blowing up* as it were of the too slightly built bridge, which seemed by the heavy flood, working in under the piers and other parts of the building, as if the whole had been actually raised or lifted out of its place before it crumbled to pieces."

It was on this account that the Patrons, as Trustees of Hutchesons' Bridge, and their advisers ever since the expiry of the act of 1814, which bears lasting and internal evidence of how very much engineering was then in its infancy, had formed the decided opinion, either that a bridge here must be solid as a bulwark in all its masonry, against the force of the river, or that it must, by being either constructed of wood, or on the principle of suspension, create little or no contraction of the water-way. It was therefore with great alarm that in an after discussion which took place about the year 1834, the engineer heard a proposal to cut off the present cord-course, and reduce a great amount of the heavy masonry along the whole Bridge, with a view of reducing its ascent.

It may also be here observed, that the ascent or gradient of the Stockwell Bridge was, in 1828, at the rate of 1 foot in 17; and that of the other, or Jamaica Street Bridge, at the rate of 1 in 12; and that the late Mr. Telford, in executing the improvements on many communications, had declared himself satisfied with a gradient of 1 foot in 22, where one easier could only be procured at too serious an expense. In these circumstances, offers for building the bridge were advertised for, with considerably easier gradients than those of either of the above Bridges; and the gangway or width

within the parapets being 30 feet. The offers received, were all from builders of high character and reputation. They were opened by the Trustees on 21st July, 1828, and found to exhibit the greatest variety of estimate, the highest being by

Messrs. Craven,.....	£28,498	0	0
Messrs. Forsyth & Co.,.....	23,963	0	0
Mr. Dick,.....	22,000	0	0
Mr. Govan,.....	21,200	0	0
Mr. Broom,.....	21,000	0	0
Mr. Laurie,.....	19,900	0	0
Mr. Gibb,.....	17,432	0	0
Mr. Mathieson,.....	16,280	0	0
Messrs. Riddel & Co.,.....	14,880	0	0
Mr. Steedman,.....	14,791	0	0

The lowest offerer, Mr. John Steedman, was preferred, and his father, a respectable house proprietor, and his two brothers, having, after satisfactory enquiries, been received as securities, the contract for the works was formally entered into with them, in terms of the offer. On the 18th of August, 1829, the inauguration of the work took place, with considerable masonic and other ceremony.

In the meantime, a good deal of the public opinion had, as appears from the Records and other Newspapers of the day, been expressed in favor of a Bridge of wider dimensions than 30 feet. Each additional foot of width inferred a possible additional expense of £448; but the Trustees under the expectations held out of further subscriptions, and the apprehensions that ultimately the bridge might require widening at a much greater expense, agreed to its being executed to its present extended width of 36 feet 2 inches within the parapets. It may be here noticed also, that at the board of trustees, while the work was in course of execution, it was not without discussion, whether the ornamental columns should not be dispensed with, and the piers carried up according to a plain and

chaste design afterwards furnished by Mr. Stevenson, or his son, the now eminent Mr. Alan Stevenson ; it was alleged, columns were not congruous in bridge building, where a continued equality of height in the whole colonnade, or in the superincumbent masonry to be supported could not be obtained : and it was further alleged, that there would thus be a material deduction or allowance obtained from the contractor, on account of the difference of work. It did appear however, that this difference of expense would have been only £26 : 15s. 1*d.* in favour of the plain elevation, which the trustees did not think warranted a departure from the first or ornamental design.

Some of the neighbouring proprietors in Crown Street and Adelphi Street, took alarm, however, at the way, in which as they conceived, their property would be injuriously effected, by the operations of the Trustees ; and this caused considerable expense and delay after the arches of the bridge were completed. It was resolved to make such an alteration of the levels of the streets, as to afford a still easier ascent, and be more consistent with the improved ideas that were then beginning to be entertained in respect to the gradients on public thoroughfares.

In the meantime, Mr. Steedman the Contractor, having met with two successive peculiarly unfavourable seasons and other difficulties in the foundation works, his cautioners had to dispose of some valuable heritable properties, to enable him to proceed with his contract. Even this did not suffice for the engagements he had come under, in reference to the Bridge ; and he had in the course of the winter 1831-32, to make over his property to a trustee, for behoof of his creditors. From the stage at which the works had arrived at this period, it was found expedient, for both parties, that they should still be carried on by Mr. Steedman as builder, the trustees being satisfied with his attention and ability, and of the exertions and advances made by himself and his cautioners. It may be here

noticed, that one of these cautioners, Mr. Robert Steedman, brother to the contractor, was enrolled, in 1842, in the highest class of pensioners on the funds of the Hospital; and, after his death, his widow was also enrolled, and is still a pensioner on the funds.

It is needless to detail now a variety of obstacles encountered by the trustees, and which were materially obviated by the purchasing and investing part of the funds of Scott's and Hood's Mortifications in some of the house property near the south approaches. But the Bridge works and approaches being proceeded with, at a greatly improved gradient, they were finally opened to the public on 6th June, 1834.

The following are extracts from one of the Reports by Mr. Stevenson the engineer, before taking the Bridge off the contractor's hands, and which appear too interesting not to be here noticed.

“ The soundings or depths of the water were ascertained along the faces of the two abutments and round each of the piers, and also under the several arches, and across the river immediately below the site of the Bridge. The result of these soundings was highly satisfactory, as none of them at high water at a spring-tide exceeded five feet in depth, though, during the progress of the works, while the stream was much distorted by the coffer-dams, the depths at some places was upwards of eleven feet.

“ Difficulties of no ordinary nature have been encountered in building this Bridge, arising more particularly from the ground on which it is built. The foundations of each of the two abutments, and three piers upon being opened to the specified depth, presented what is technically termed a *running sand* or quagmire, which every where produces numerous wells or springs at the surface. The works therefore required an extraordinary pumping of water and recourse to various methods for securing the masonry of the lower parts of the building.

Under such untoward circumstances, it is with no small gratification that the reporter is now enabled to state that he finds every thing connected with this fabric in a completely substantial and workmanlike condition.

“Among the causes of loss to the contractor, may be mentioned, the great difficulties which were to encounter in making the foundation good, as already alluded to; and the uncommonly wet seasons of 1829 and 1830, which kept the river Clyde in an almost constant state of speat-water. The great flood also which happened in 1831, swept away his service-bridge, which was not only of considerable value, but its loss occasioned much delay, and by this disaster, together with these two rainy seasons, the bridge operations were prolonged, and the expense of the contractor’s whole establishment was extended by a season, in addition to his original estimate.”

The trustees collected the Tolls on the Bridge, from its opening till the Whitsunday following, at the same rates of levy as that exacted at the other bridges, during which period they yielded £387 : 16s. 1d.

In April, 1835, the trustees of the other bridges becoming alarmed lest the rate of levy at this Bridge should be reduced, so as to compete injuriously with them, agreed to offer £550 for the Tolls, for the ensuing year, provided a condition or clause were inserted in the articles of roup, prohibiting any less rates being taken than those at the other bridges. This being assented to, the roup took place, and no other offerer appearing, the trustees of the Glasgow Bridges became the lessees at the above sum. At the next roup, on 13th April, 1836, however, the trustees of this Bridge altered the above condition, to the effect of merely prohibiting the tenant from taking higher rates than those levied at the other bridges, but allowing him to take less rates if he found it for his interest; and after some competition, the Tolls were, for the next year, let to George Peacock, for £800. In the meantime, some

negotiations were carried on with the view to a consolidation of the whole Bridge Trusts into one—some of the country Trustees, it is believed, of the Glasgow Bridges being, however, greatly opposed to the measure, it then fell to the ground; and the clauses which the trustees of this Bridge had agreed to in a bill before Parliament were abandoned. Negotiations were also entered on, but without success, for letting by auction the Tolls of the whole three Bridges in *cumulo*, or in one lot, and fixing, by arbitration, the fair proportion due to the Trustees for each.

The proposal of reverting to the former compulsory obligation to take the same rate, was also renewed, which the Trustees agreed to, on the other Bridge Trustees engaging to offer £1,000 of rent,—this they accordingly did, and the Bridge was then let to them without any competition. The same arrangement took place for another year, the other Trust being preferred on the same terms—there being no other offerers.

Proposals for a consolidation under sanction of Parliament, by this time, appeared to be more favourably considered, and a prospect afforded of its taking place. In order not to disturb the good feeling which prevailed between the Trustees, nor any of their financial arrangements, and prevent any premature reduction of all the rates, the Trustees of this Bridge agreed, in the meantime, to fix the rates to the same as levied at the other bridges; and to set up the lease in the ordinary way, at the pleasure of the offerers assembled—as was expected, the fixed high rates, did not then, or at any subsequent rōup, enable the Trustees to draw a higher rent than £1,000.

By the year 1845, arrangements were finally matured with the Trustees of the other Bridges, and that to the satisfaction of the other parties in Parliament, for the consolidation of this Bridge Trust into one with that of the other two Glasgow Bridges. The following is an abstract of the total cost of,

and expenditure on account of, the Bridge and approaches, and continuation of the turnpike road up to that time:—

Expense of Act of Parliament,	£325	4	7½
Preliminary Expenses before putting Act in Execution, including boring in river bed,	255	10	9
Expenses at laying Foundation Stone,	203	2	8½
Bridge Contractor, as per Engineer's Report,	22,440	3	4
Cartages,	177	15	5
Miscellaneous,	1,259	11	8
Damages and Approaches to Bridge,	1,650	17	0
Hutchesons' Road, expense of making and damages to Mr. Dixon and Dr. Russell, but nothing charged by the Hospital for their ground,	2,535	10	9
Salaries and Remunerations to Officers:—			
Engineer's Department,	1,355	9	6
Treasurer's,	250	0	0
		<u>1,605</u>	<u>9 6</u>
		£31,003	5 9
Interest paid to sundry principal creditors,	8,523	17	1½
Annual Expenditure, (11 years,)	2,776	8	0½
		<u>£11,300</u>	<u>5 2</u>
PER CONTRA.			
Tolls received, (11 years,)	9,912	15	9
		<u>1,390</u>	<u>9 5</u>
		£32,393	15 2

accordingly, the Act of Parliament “For consolidating the management of the Bridges over the Clyde at Glasgow; for re-building the Bridge over the said river, opposite Stockwell Street, in the City of Glasgow; for erecting a temporary Bridge for the use of the public; for erecting across the said river an Iron Bridge for foot passengers, on the existing Bridge opposite to Portland Street of Laurieston being taken down, and other purposes;” being that of 8 and 9 Vict. cap. 133, was passed on the 21st July, 1845, extinguishing the subscription advances, and appointing £20,000 to be paid by the Trustees of the consolidated Trust for the whole Bridges, to the creditors or holders of the borrowed money on this Bridge, in full of their debts, and the Act 7th George IV. cap. 133 entirely repealed—the Bridge

and its future repairs and maintenance becoming a burden on the Consolidated Bridge Trust, and the road and approaches on the Trustees of the Statute Labour.

It may be added that the Consolidated Bridge Trustees drew for the year ending Whitsunday, 1850, a nett revenue of £5,072:1s. for the whole three Bridges; and they are now engaged in building a new and handsome Bridge at the foot of the Stockwell, on the site of the original or the "Great Bridge of Glasgow," as it is designed in ancient Acts of Parliament, which had for a considerable time been shut up, for traffic, as unsafe; and the temporary wooden Bridge to the east of it was erected in 1846 in lieu thereof, and is still used.

It seems right also to mention here, that while Hutchesons' Bridge Trust and its creditors have suffered by the heavy expense of founding the piers so peculiarly deep, solely for the sake of future improvements in the navigation, they have not as yet received one farthing in the way of compensation from the River Trustees, or parties benefited by the extra expenditure. On the other hand, the River Trustees contributed a very large sum for this extra expense at Jamaica Street Bridge; and are bound to contribute for this extra expense at Stockwell Bridge, a sum to be fixed by the arbitration of two engineers. It is therefore to be hoped that while the charitable Institution of Hutchesons' Hospital has not only written off, for the public benefit, the large amount of their subscription advances, but are also to this day lying out of £2,743:6s. 8d., and arrears of interest on account of loans and advances which were not covered by the £20,000; the Trustees of the River, when they shall receive the benefit of the depth of water at Hutchesons' Bridge, will consider themselves, morally at least, bound to make the same indemnity in respect to this Bridge as was given to the others, and will not allow an Institution whose funds are devoted to the education of the young, and the support of

the aged poor to suffer a loss, whereof the river navigation is receiving the benefit.

MINERAL, &c., PROPERTY.

We may now allude very briefly to that description of property in the Barony which was not taken into consideration in valuing and dividing the surface in 1789. It would appear that the clay in the lands, although, perhaps, it may not be quite equally distributed, was neither specially valued, nor excepted from the division; and it is more than probable, that it merely formed an element in fixing, perhaps detracting from, the agricultural value of the land. The 'Trades' House were the first who began to work it for their own advantage in their division of the Barony; and the other parties were satisfied that it did not fall within the reservation or excepted rights. Considerable revenue is now drawn by the Hospital from working the clay in their lands. In regard to the minerals, being the coal and stone, which were distinctly excepted by the arbiters from their valuation, and from the several conveyances of the Barony, these are still held as a *pro indiviso* property throughout the Barony, by the Hospital to the extent of 2-4ths, and by the City Corporation and 'Trades' House to the extent of 1-4th each. Many investigations and reports have been made with the view of turning these minerals, if possible, to some advantage, but they have never proved satisfactory or successful. An offer, however, was made in 1819, and accepted, for working both the stone and the coal, at what was then considered the most favourable site in the lands of Coplaw-hill, part of the Town's division of the Barony; the operations, however were the cause of much trouble, the tenants ultimately became bankrupt,—and the proceeds of a small farm which one of them had conveyed as security for their engagements, and all that was obtained from them, were nearly exhausted by heavy claims of damages arising to the owners

of that part of the soil. It is clear that the chief value of the ground to each proprietor is for the purposes of building; and that the minerals cannot be wrought without incurring a greater or more considerable risk and damage in such a case, than may arise from such workings in rural districts; and it would therefore require both a larger amount of lordship, and an easier and safer mode of working than any which have yet been submitted to the proprietors, to induce them to resume the working.

One further circumstance seems also necessary to be recorded here, in regard to these minerals, in case of any future proposal to sell or work the same. When the Ordnance Department agreed to feu the $4\frac{1}{2}$ acres occupied by the Cavalry Barracks from the Trades' House, they refused to proceed unless they got a conveyance to the minerals under the same. That their fellow Corporation might not lose the advantage of this feu, the Hospital and the City concurred in the conveyance of these minerals to the Ordnance Department, without receiving any consideration-money, upon the understanding, however, that if at any future period the minerals should fall to be wrought or sold, or any disadvantage arise to the *pro indiviso* proprietors, they were to be indemnified at the Trades' House expense, by retention, to that extent, of their share of the profits.

