

The parties underwritten, viz the Right Honourable Alexander Lord Saltoun heritable proprietor of the lands and Fishing Boats aftermentioned, upon the one part, and John Milne presently Grieve to his Lordship on Philorth Mains on the other part, Have Contracted agreed and finally ..... in manner and to the Effect following. That is to say, the said Lord Saltoun Sett, and in Tack and Afsedation hereby Letts for payment of the yearly Rent and Tack duty after mentioned To the said John Milne his heirs and Executors (Secluding Afsignees) all and hail that Five Parks on Mains of Philorth lying north of the Murrage Folds, south of the Pitbleas and the Farm of Kirkton, and west of the new Link road leading to the barnyards of Philorth, as possessed the bygone Summer by the said John Milne and others, and that for the space of Twenty years from and after the Term of Martimass last past notwithstanding the date of these presents And its expressly provided that the Eastmost or Link Park is not to be laboured or broke up on any account or pretence, And only one of the Two Westmost of these five parks to be in Corn at one time, and one of the other two when season permits. As also the access to these five parks To be only by the Gate at the said new road leading to Philorth Barnyards; or in the option of the said John Milne to have another Gate at the Rosehill and sickle. All and hail, the houses yards arable and pasture Ground with the Six Fishing Boats and two fishing Yoals of Broadsea as presently possessed by John Cumine with that Two acres and one fourth of an acre of the Gallowhill lying north of the high road leading from Phingask by the ols School of Fraserburgh, For the space of Nineteen years from and after Rood-day first of the Fishing Boats and Yoals, and from and after the term of Whitsunday first of the said houses and Lands. And moreover that part of the lands of Ferniehill lying north of the said high road to the East dyke of the two parks of Ferniehill possessed by Alexander Robb, and in a line with his East dyke to the Sea, and from there to the march of the Broadsea lands (Except the two parks possessed by Doctor Alexander Findlay) with the houses of Ferniehill, Consisting of about nineteen acres and one half of arable and pasture land, for the space of sixteen years from and after the Term of Martimass in the year Seventeen hundred

and ninety two when John Mosley's Tack thereon expires, and which is hereby declared to be the said John Milnes entry thereto; and whereby the above Tack of the Boats and Yoals expires and runs out at Rood-day, and of the Broadsea houses and lands and Gallowhill lands expires and runs out at Whitsunday, and of the said lands of Ferniehill and Five parks on Philorth Mains at Martimass all in the year Eighteen hundred and eight

with full power and liberty to the said John Milne and his fore:  
:soids of labouring Enjoying and possessing the said houses  
lands fishing Boats and Yoals, and the usual Share of the  
Fish payable to the Tacksman of said Boats In the same  
manner as presently possessed by the saids John Cumine  
John Mosley and others; with free lsh and entry thereto by  
the present roads. as also a proportion of wair for manuring of  
said lands, and liberty of taking One Leet of peats out of the Moss  
of Tichmuiry, and half a leet more after the Expiry of John  
Mosley's lease, and what more peats he may want out of his  
Lordships mosses. So reside at the houses presently possessed  
by John Cumine, and likewise for brewing and keeping a  
public house thereat if he inclines, and for one Subsett or  
Crofter, But not to sell or give away, nor allow of any peats  
being sold or taken away under the penalty of ten shillings  
Sterling for each Cart Load. All lying within the Parish of  
Fraserburgh and County of Aberdeen. Which Tack (But  
with and under the burdens and reservations hereafter expressed,)  
the said Lord Saltoun binds and obliges him and his heirs  
and Successors warrant to be good valid and effectual to the  
said John Milne and his foresails as all hands as law will.  
For the which causes and upon the other part the said  
John Milne binds dan obliges him, his heirs, Successors,  
Executors and Intromitters with his goods and gear what:  
:soever. To Content pay and deliver to the said Lord  
Saltoun his heirs and successors and to his or their Factors  
or others having their warrant, the yearly rent and Tack duty  
following Viz For the said Five Parks of Philorth Mains  
the sum of thirty pounds Sterling at Whitsunday Seventeen  
hundred and Eighty nine and Martimass thereafter by equal  
halts for Crop Seventeen hundred and Eighty nine, And for Each  
of the said Six Fishing Boats Five pounds Sterling and for each  
of the two fishing Yoals Fifty Shillings Sterling by equal halves  
at

at Whitsunday of his Entry and Martimass thereafter being  
forehand rent: And for the said houses and Lands of Broadsea  
with the patch of Gallowhill the Sum of Seventeen pounds nine  
Shillings Sterling of Yearly rent by equal halts at Whitsunday  
after sowing and martimass after shearing of each Crop, And  
for the said lands of Ferniehill the sum of Fifteen pounds  
fifteen shillings Sterling of Yearly rent by equal halts at  
Whitsunday after sowing and Martimass after shearing of  
each Crop beginning the first terms payment of the said  
Boat and Yoal rent at Whitsunday and Martimass first to  
come. Of the said Five parks rent also at the said first terms  
of Whitsunday and Martimass first to come; Of the said Broad:  
:sea lands and patch of Gallowhill at Whitsunday and Marti:

:mass Seventeen hundred and ninety; And of the said Lands of Ferniehill at Whitsunday and Martimass in the Year Seventeen hundred and ninety three, and so furth yearly and termly thereafter, with the legal Interest from and after the respective terms of payment until paid. As also to pay the Twenty fourth peck of multure for his Grindable Corns with the usual Bannock and Services to the Mills of Fraserburgh for the lands of Broadsea and Ferniehill thrilled and astride thereto: And to pay the usual Bannock and Services to the Mill of Philorth for the said Five parks of Philorth Mains astride thereto: And to pay a proportion of the land Cess for said hail lands, with the usual dues to Ground Officer Smith and Schoolmaster and in case of having a Subsett to pay One pound Scotts for his finning: And further if required to pay four Carriages with four horses to any place not exceeding Six miles from the house of Philorth yearly, And the said John Milne in like manner binds and obliges him and his foresails to receive the houses and offices possessed by the saids John Cumine and John Mosley at his entry to the said possession by Inventory and appreciation of his Lordships Barleymen, and to pay them for the value thereof in so far as the same may exceed his Lordships Inventory, and to maintain and uphold the houses and offices possessed by John Cumine in good and habitable repair during the whole years of the foresail Tack without any allowance, and at the lsh thereof to deliver them in like

like manner by Inventory and appreciation of his Lordships Barleymen, And if better to be paid for the value in so far as it exceeds his Lordships Inventory and what mat pay to John Cumine at his Entry To the Extent of Fifty ..... pounds Sterlingm and if short to pay such shortcake, And it is agreed betwixt the saids parties that the said John Milne is only to be paid for the masonwork of such houses as he may build or receive upon Inventory from John Cumine, and not for the materials or Quarrying Stones, but is to be paid for all wood and Iron work, Slates and Pantile. He always taking the advice of Lord Saltoun or his Factor for the time being for the plan and Stance of any new buildings. More: :over the said John Milne further obliges him and his foresails, to receive the said Six Fishing Boats and two Yoals also by Inventory and appreciation of Barleymen mutually chosen; And if better than when delivered John Cumine to pay him the balance, and if worse to receive the balance from him, And to maintain uphold or renew these Boats and Yoals during the whole years of this present Tack in proper order, as often as there shall be occasion, upon his

own charges and Expenses, without any allowance or deduction of rent for renewing or repairing those Boats. And it is expressly agreed betwixt the saids parties that the said John Milne and his above written shall give the fishermen sufficient Boats and Yoals, and that all disputes or Contraversies that may arise betwixt him and all or either of the fishermen shall be soly determined by the Barron Baillie of the Lordship, and at the Ish of this present Tack, the saids Boats and Yoals are in like manner to be received by Inventory and appreciation, if better to be paid for the value in so far as it exceeds his Lordships Inventory, and if worse, to pay for such shortcake thereof. And it is further agreed betwixt the saids parties that in case by the Increase of fishermen or otherwise Lord Saltoun or his foresails finds men to man more Boats or Yoals, the said John Milne becomes bound to furnish Boats or Yoals for such, and to

To pay at the rate of Five pounds Sterling for each Boat and Fifty shillings Sterling for each Yoal by equal halves as above yearly thereafter, and by the same rule for one or more months. And upon the other part, in case it should happen by the death of Fishermen or of any other misfortune, one or more Boats or Yoals are laid up for want of hands, he is to have the like deduction of rent yearly as above thereafter. And the said John Milne obliges him and his foresails within the first three years after his entry to the said possession, to make the dykes and ditches begun by the said John Cumine round the eight Acres of the Gil?khorn fencible, and to face such ditches and also the patch of the Gallowhill with stones: As also to Inclose the whole arable park of the land of Broadsea lying north of the high road and houses of Broadsea with a whole Stone dyke or an earth dyke faced up with stones, equally good to the dyke put by his Lordship round the fishermens lands adjoining, and to clean sufficiently the said Broadsea lands lying north of the high road, of all bawls & Stones and that within the first Six years of this ..... Tack, To the satisfaction of the said Lord Saltoun. In that event his Lordship binds and obliges him and his foresails to lengthen the present lease Six years more for the encouragement of the said John Milne and his foresaids, and in indemnification to them of the expense of cleaning the said Grounds of bawls and Stones and improving the same properly, whereby the lease of the whole lands contained in the same will expire and run out at Whitsunday and

Martimass in the year Eighteen hundred and fourteen, and to prevent disputes the line of the Ground to be so improved and cleaned of Stones is ?.... and Shown to the said John Milne of this date; and its further agreed betwixt the saids parties, that in case the said John Milne shall not sufficiently as above improve and inclose the said Broadsea lands on both sides of the Ferniehill road within the first Six years of the present Tack That it shall be then in his Lordships power to do it, and the said John Milne and his foresails bound to pay an additional rent equal to seven and one half percent

Per Cent of what money his Lordship may necessarily lay out in doing thereof. And also to maintain and uphold the said dykes during the whole years thereof, and to leave them in fencible repair free of Slaps at the Ish of the present lease when Lord Saltoun and his foresails are to receive such dykes by Inventory and appreciation of Barleymen mutually chosen, and pay the said John Milne and his foresails for the appraised value of building these dykes but not for Quarrying and leading Stones thereto. In the event of the said John Milnes being at the expense of putting up these dykes, and this in addition to the six years further granted as above for cleaning the said grounds sufficiently of Stones plenary. And suchlike the said John Milne and his foresails becomes bound to help his actual residence with his family servants and Bestial at the houses presently possessed by the said John Cumine, with liberty of keeping a public house or ale house during the whole years of the foresail Tack providing he inclines do so. In like manner to attend Lord Saltoun's Barron Courts when called upon and to obey the Acts and regulations thereof. As also to lead a proportion of any materials may be necessary for Kirk Manse or School along with the other Tenendry in the Lordship. Reserving always to his Lordship and his foresails the Reek hens, dried ling and Cod and days shearing in harvest in use to be paid by the Fishermen to the family yearly. And also to his Lordship's Tenents, liberty of cutting drying and burning the Kelp wair and of taking the same away. As also wair and shell sand for manuring their lands by the usual roads and access; And to the Feuers in Fraserburgh and others of quarrying and taking away Stones from the Shores. And reserving the Lime Kiln and Limestone Rocks and of carrying away Lime or any other necessary article by the present roads, reserving likewise the road to and from Broadsea. But declaring that the Fishermen are to keep no Cattle and that the pasture grass of the Broadsea Braes does belong to the said John Milne as formerly possessed by the said John Cumine And in regard that Lord Saltoun is hopefullno more roads may

be necessary than carrying the present road betwixt the fisher:  
:mens lands and the said Broadsea lands in a straight line  
to the sea by which John Milne would save a dyke on the west of  
the Broadsea land, And leaving a Gate betwixt the Broadsea  
lands

lands and the Ferniehill lands for Doctor Findlay allenarly  
if he requires it in which case he agrees to the same. But on  
the Condition of always reserving power to Lord Saltoun  
and his foresails should they find it necessary of having another  
road to the sea for the accommodation of their Tenents or  
Feuers at their pleasure. And whereas the said Lord Saltoun  
is bound to pay John Mosley for his Dykes on said lands of  
Ferniehill whereof he becomes bound to relieve the said John  
Milne. He hereby obliges him to keep up the said dykes during  
the currency of the lease and to leave them free of Slaps at the  
Ish thereof. As also the dyke to be put up by his Lordship  
at the ditch on said patch of Gallowhill, Lord Saltoun is inclose  
the Gallowhill, fro the Gilkhorn west and that without any  
deduction of rent. Moreover, the said Lord Saltoun binds and  
obliges him and his foresails to be at the expense of keeping  
up in fencible repair the dykes that surround the said  
Five parks of Philorth Mains. But not the Gates thereof,  
having first given Sufficient ones to the road on the East, or  
at the Rosehill. That is to say the march dyke of his Lord:  
:ship's Farm of Philorth and at the new road leading from  
the Barnyards towards Fraserburgh, also the March dyke  
with the Farm of Kirktown and at Pitblea during the whole  
years of the foresail Tack. And the said John Milne to  
have a proportion of wair for the said five fields. And  
upon the other part the said John Milne obliges him and  
his above written to keep the Inner ditches and divisions of  
said Five parks reed and in repair during the Continu:  
:acne of this present Tack, also to keep the Kinch burn and  
the ditch that brings the water from Kirkton clean &  
reed within the said parks so as not slop the water upon  
the Farms of Pitblea or Kirkton. And likewise not to  
allow weeds of any kind run to seed upon any of the dykes  
or ditches or the?bank thereof, on the hail lands above sett  
in Tack. And in case a Compleat years rent shall by over  
unpaid at any one period, this Tack shall fall and become  
void as to all the years thereof that may then remain to run.  
Or if it should not happen, Six months previous to the expiration  
of the foresail Tack, the said John Milne obliges him and his  
above written to grant Subscribe and deliver to the said Lord Saltoun  
and his foresails a valid Renunciation upon Stamped papers  
under the penalty of Fifty pounds Sterling in case of failure  
To

To flit reed and remove themselves family Servants and Bestial from the said houses lands Boats and others above sett in Tack without the necessity of warning or any other legal Step being taken for that effect. Lastly the saids parties bind and oblige them and their foresails to implement and perform their respective parts of the premises to each other under the penalty of a years rent by and ?all?? performance. And its further agreed betwixt the said parties that the present foot road in the Link park shall remain and that it shall be in the power of Lord Saltoun and his foresails at any period may incline to make another foot path through the said Five parks to and from Philorth. And Consent to the Registration hereof in the books of Council and Session or any other Compe: tent Register therein to remain for preservation, and if necessary that letters of Horning on six days Charge and all execution needful may hereon be direct in form as ?effiers and for the Effect Constitute

                    Their ?Prors ?etc In witness whereof these presents ?wrote upon this and the seven preceding pages of Stamped paper by George Knox Clerk to William Fraser Factor for the said Lord Saltoun are with the marginal notes on pages third, fourth Sixth and seventh, subscribed by the saids parties at Philorth the twentieth day of February Seventeen hundred and Eighty nine before witnesses the saids William Fraser and George Knox.