

Joseph Black CC8/8/131 [p. 1269] 11th January 1800 Dr Joseph Black} The Testament Testa[menta]r and Inventory of the debts and sums of money which were addebted and resting owing to umq[ui] Dr Joseph Black Physician in Edinburgh and professor of Chemistry in the university of Edinr at the time of his decease who died upon the day of December seventeen hundred and nin[e]ty nine years made and given up by himself upon the twenty sixth day of September Seventeen hundred and ninty Seven years In So far as concerns the Nomination of his Trustees and Exe[cuto]rs of his Last Will and now made and given up by George Black of Belfast in Ireland Nephew of the said umqle Dr Joseph Black In so far as concerns the Inventory of the Said Defunct his debts & sums of money after written He the said umqle Dr Joseph Black by his Last will and testament dated the said twenty Sixth day of September Seventeen hundred & ninty seven and Codicil thereto annexed dated the nineteenth day [p.1270] day of February Seventeen hundred and ninty nine years having named and appointed the said George Black his Nephew to be his Sole Trustee and Executor of his last will and Testament and that in case of the death or non acceptance of the said George Black in Belfast who was first named Sole Trustee and Executor by the said last will but who is now by infirmity incapable of executing said Trust as appears by a Certificate after written under the hands of William Briston vicar of Belfast and Dr James McDonel Physician in Belfast dated the thirtieth day of December Seventeen hundred and ninty nine years and which Last will and Testament and Codicil are Recorded in the books of Council & Session (office CG.) and fourteenth day of December Seventeen hundred and ninty nine years and which are hereafter ingrossed –Follows the Certificate before mentioned under the hands of William Briston and Dr James McDonel vi[delice]zt We the under designed do Certify that [p.1271] that we have frequently for several months past and also very lately visited George Black Esqr of Belfast, that he for a long time past has laboured under a Paralytick affection and that we are decided in our opinion that he is incapable of transacting business and also of renouncing in due form of law the burthen of the execution of the will of the late Dr Black or of perfecting any any legal act whatsoever (Signed) William Briston vicar of Belfast James McDonell M.D. Belfast Decr. 20th 1799 – Follows the Inventory of the Defuncts Testament In the first the said umql Dr Joseph Black had addebted and resting owing to him at the time of his decease the debts and sums of money after mentioned vizt. The sum of ten pounds St[erlin]g part of the sum of five hundred pounds Sterling contained in a bond by the said Robert Graham Esqr of Gartmore and other partners of the Culcreach [p.1271] Culcreach Cotton Company in favor of the said Defunct dated the second and eight days of December Seventeen hundred and ninty five years; Item the Sum of ten pounds Sterling being part of the Sum of five hundred pounds Stg contained in a bond by Mess[ieu]rs Arch[ibal]d and William Geddes of the Leith Glass house in favours of the said Defunct dated the first day of December Seventeen hundred & ninty four Item the Sum of ten pounds sterling being part of the Sum of five hundred pounds Stg contained in a bond by the trustees of the Second district of Western roads in Stirling Shire, in favour of the said Defunct bearing the dates the twenty fourth day of Novemr and the first ninth eleventh and twelfth days of December Seventeen hundred & ninty Seven years, Item the sum of ten pounds Stg being part of the sum of six hundred pounds sterling contained in a promissory note granted to the defunct by Sir William Forbes and Co[mpany]

Bankers in Edinburgh of [p.1273] of the dates respectively after mentioned vizt. One note for the Sum of one hundred pounds stg dated the twenty fourth day of July Seventeen hundred & ninty nine another note for the same sum dated the twenty ninth day of October seventeen hundred and ninty nine another note for the same sum dated the thirteenth day of November seventeen hundred & ninty nine, another note for the same sum dated the fourteenth day of November seventeen hundred and ninty nine another note for the same sum of dated the nineteenth day of November seventeen hundred and ninty nine and another note for the same sum dated the twenty third day of November seventeen hundred & ninty nine Extending the several partial sums of money before written herein given up and confirmed in hail to the sum of forty pounds sterling which in scots money is four hundred & eighty pounds Summa of the Inventory } ivC lxxx ... Follows [p.1274] Follows the Defuncts Disposition and settlement & Codicil I Dr Joseph Black Physician in Edinburgh and professor of Chemistry in the university of Edinr for the love and favour which I have and bear to my relations and for other good causes and Considerations do hereby alienate dispone & assign to and in favours of my brothers and Nephew after named vizt. my Brother George Black in Belfast Ireland and my Nephew George Black son of my said Brother my Brothers Alexander and James Black both in London and Thomas Black Merchant in Dublin as trustees for the uses and purposes herein after specified & to the assignees of the said trustees but if the said five trustees the said George Black my Brother shall have the sole power in the first place by himself alone to manage and execute this trust in the same manner as if he had been named sole trustee and in case of his death or non [p.1275] non acceptance then the said George Black my nephew shall have the sole power to execute the same, and in case of his death or non acceptance then the said Alexr Black shall have the sole power to execute the same, and in case of his death or non acceptance then the said James Black shall have the sole power to execute the same and in case of his death or non acceptance than the said Thomas Black shall have the sole power to execute the same, all and sundry lands tenements and other heritable estate and Effects whatever and all and sundry goods gear books household furniture and plate including heirship moveables and other moveable subjects and effects, and all and sundry debts and sums of money whether heritable or moveable and in general my whole subjects and estate heritable or moveable, and in general my whole subjects and estate heritable or moveable real or personal where [p.1276] wheresoever situated and particularly without prejudice in any respect to the said generality all & hail that large dwelling house with the ballustrades in the front consisting of three floors & Garrets and hour vaulted Cellars below the pavement opposite to the front of the house Together with the Back Court of the said house with the stable Coach house working house pump well and others thereon, all lately built by James McPherson mason and architect at Dean near Edinburgh upon and consisting of the Southernmost part or division of that plot or piece of ground in Nicholson park feued by him from Thomas Carnegy of Craigs Esqr. Conform to feu Contract dated the fifth day of December Seventeen hundred and sixty eight years and Registered in the sheriff Court Books of Edinburgh the sixth day of November thereafter and which plot is marked in the plan of the said park with the Letter R. as the same are presently possessed by [p.1277] by me lying on the East side of that street now called Nicolson's Street on the South side of the City wall of Edinburgh without the Potterrow port, and on the east of the Potterrow street within the parish of St Cuthberts and Sherifffdom of Edinburgh and which whole plot or piece of ground marked R contains one rood twenty Six perches and four yards of land of thereby as

mentioned in the said Feu Contract and is bounded on the west by the street called Nicolsons Street on the South by the plot S. marked in the foresaid plan feued to Thomas Braidwood on the east by the Garden belonging to John Robertson Mason in Edinburgh and on the north by the plot or piece of ground marked L. in the said plan feued by Lady Nicolson to James Brown Wright in Edinburgh Together with the teinds of the same and all right title Interest Claim of right property and possession petitory and possessory which I my predecessors and authors have had or could any way pretend thereto, but always [p.1278] always upon the conditions and with and under the provisions restrictions burdens and securities specified and Contained in the said original feu Contract of the foresaid Subjects betwixt the said Thomas Carnegy and James Macpherson and which are particularly enumerated and contained in the precept of Sasin[e] after inserted Together with the whole writs evidents title deeds and securities of and concerning the whole Subjects and estate herein generally and particularly before conveyed, and whole Clauses and Contents thereof But in trust only for the ends uses and purposes herein after mentioned vizt. to the end and intent that the said trustees in the order aforesaid may recover and uplift the debts and sums of money due to me, and may sell and dispose of the whole other subjects and estate herein before Conveyed so soon as they shall see convenient after my decease, and that either by public roup or private bargain as they think fit and I appoint my said trustees in the order aforesaid to [p.1279] to employ and dispose of the produce and prices of the said Subjects and estate in the following manner In the first place to pay my Just and lawful debts and funeral Charges In the next place to pay each of my Servants who shall be in my Service at the time of my decease a gratuity of ten pounds sterling over & above the wages due to them and also to pay the sum of one hundred pounds sterling to the managers of the Royal Infirmary at the first Whitsunday or Martinmas after my death with Interest thereafter if not there particularly paid and further to pay such other Legacies as I shall hereafter appoint by an deed under my hand and in the last place I appoint the said trustees to divide the whole free residue of my debts Subject & estate herein generally and particularly before dispoed into ten thousand equal shares and to distribute and pay these shares as follows vizt. To my brother [p.1280] brother George Black in Belfast one thousand eight hundred of the said share To my Brother Alexander one thousand one hundred of the said shares. To my brother James one thousand eight hundred of the said shares To my brother Thomas Two thousand two hundred of the said shares, but under the burden of the payments by the said Thomas Black of an yearly annuity of twenty pounds sterling To James Cumming lately my servant during his life after my death payable at Whitsunday and Martinmas by equally beginning at the first of these terms which shall occur after my death, and so continuing during the life of the said James Cumming To my Sister Catharine wife of Francis Turnly Esqr. whose family by the blessing of God and their own Industry ate in affluent Circumstances one hundred of the said share To John Black son of my brother John deceased four hundred of the said shares To my nieces Mrs Bagnall and Mrs Barton daughters [p.1281] Daughters of my said Brother John two hundred of the said shares that is to say one hundred to each of them To my niece Mrs Birkett Daughter of my brother Robert deceased Two hundred of the said shares. To my Nephews John Burnett and Samwell Burnet Children of my Sister Isobel deceased four hundred of the said shares, that is to say two hundred to each of them To Mrs Byres Daughter of my said sister Isobel two hundred of the said shares To Isobel Mary and Marg[are]t Fergussons Daughters of my niece Mrs Ferguson deceased two hundred of the said shares, that is to say sixty six shares

and two thirds of a share to each of them and also to the said Isobel Mary and Margt. Fergusons four hundred more of the said shares which four hundred shares they are hereby bound and obliged as soon as they receive the same to lend out upon Bond or otherways to secure them at the legal interest or such Interest as can be got for good [p.1282] good security and to pay the said Interest to Jean Burnet and Agnes Burnet Daughters of my sister Isobel deceased during their life after my death that is to say the one half of the said Interest to each of them and after their death the said four hundred shares are to be equally divided amongst the said Isobel Mary & Margaret Fergusson. To my Nephew Samwel Burnett above names two hundred more of the said shares, the said Samwel Burnet being always obliged to pay the legal interest of these last mentioned tow hundred share from the time he receives the same to his Brother John Burnet during all the days of the said John Burnetts life To my Nephew and Niece John Simon & Mrs Eccles the two Children of my sister Jean deceased five hundred of the said shared that is to say two hundred and fifty to each of them and I so hereby expressly provide and declare that in case of the decease [p.1283] decease of any one or more of the persons to whom the ten thousand shares are appointed to be paid then the share of shares of the person or persons so deceasing shall descend & be paid to his her of their nearest heirs or Executors excepting only from this provision and declaration John Black the eldest son of my Brother George Black the which John Black I will and declare to be excluded by me and his is hereby excluded form succeeding to any part of my estate or affects by being the heir of his father or otherways my will and desire being that My Nephew George Black aforesaid shall after his fathers decease succeed in place of the said John to the enjoyment use and property of my estate above bequeathed to his said father Declaring also that non[e] of the said persons to whom the said shares are payable or any of the Legatees shall be chargeable with any sum or sums of money whatsoever due by them to me unless such sums are vouched and proven by mortgage bond [p.1284] bond bill or other liquid voucher with full power to the said trustees in the order before specified to appoint Factors and Commissioners under them for executing the purposes of this trust for the responsibility of which factors and Commissioners the said trustees shall not be answerable Farther than that they were responsible persons at the date of their appointment neither shall the said trustees be liable for omissions but only each for his own actual Intromissions as also it is hereby declared that the purchasers of any of the subjects herein generally and particularly disponed or the debtors to said Estate shall be no way concerned with the application of the price or proceeds of my Estate but shall be sufficiently exonerated of the said prices or of their debts by the discharge of the trustees in the order before specified as also the said trustees in the order foresaid shall have allowance and retention of the whole expences attending the execution [p.1285] execution of this trust the amount whereof shall be sufficiently ascertained by their own account or oath and in which dwelling house and other heritages herein particularly before disponed I bind and oblige me and my heirs and successors to infeft and seise the said trustees and their assignees and that by two several Infefment or manners of holding that one thereof to be holden of and under me and my heirs and successors in free blench for payment of a penny Scots upon the ground of any part of the said lands at the term of Whitsunday yearly of asked only and relieving us at the hands of our Superiors of the duties and casualties payable furth of the same and the other of the said Infefments to be holden from us of and under our immediate lawful superiors in the same way we hold the same ourselves and that either by Registration or Confirmation and for effectuating which Infefment

by Resignation I [p.1286] I hereby make Constitute and appoint and each of them jointly & severally my lawful and irreversible Procurators with full power & Commission for me and in my name & behalf duly & lawfully to resign surrender and overgive the dwelling house & other heritages herein particularly before disposed with the pertinents thereof all lying described & bounded in manner before mentioned and here holden as repeated brevitatis Causa in the hands of the immediate lawful Superiors thereof or of their Commissioners having power to receive Resignations and grant new Infeftments in favours and for new Infeftments of the same to be given and granted to the said trustees and their assignees But always upon the Considerations and with and under the provisions restrictions burdens and Securities specified and contained in the said original feu Contract the said Thomas Carnegy and James McPherson and [p.1287] and which are particularly enumerated and Contained in the precept of Sasin after inserted and thereupon to take Instruments and generally every other thing to do which to the office of Procuratory in such cases belongs. Ratifying hereby and holding firm all and whatever things my said Pro[curato]rs shall lawfully do or cause to be done thereanent and which Disposition before written dwelling house and other heritable subjects before disposed and Infeftments to follow hereon I bind and oblige me my heirs and successors to warrand to the assignees of the said trustees at all hands and against all ? , or in such manner as shall be settled between the said trustees or the purchasers and also to deliver the writs and evidents of the said subjects to the said trustees or to their assignees aforesaid Reserving always full power and liberty to me at any time in my life and even on death bed to revoke alter or cancel these presents [p.1288] presents but dispensing with the delivery hereof and declaring these presents though found lying in my own custody or in the custody of any other person undelivered at the time of my decease to be equally good and effectual to all intents and purposes as if the same had been formally delivered by me in my lifetime Declaring always that I have of the date of these presents executed a will according to the form to the law of England in order the more effectually to convey the real and personal estate belonging to me in that Kingdom or in Ireland in favour of my said trustees in the order aforesaid and for the ends uses and purposes before specified and that the said will and these presents shall as corroborative deeds Subsist and remain in equal force & effect and I consent to the Registration hereof in the Books of Council & Session or other competent for preservation & for that purpose Constitute Procurators [p.1289] Procurators and attour to the end the said trustees may be infeft and seased in the dwelling house with the pertinents before described I hereby desire and require you and each of you Jointly and Severally as my Baillies in that part hereby specially Constituted That on Sight hereof ye give and deliver to the said trustees for the ends and purposes before mentioned or to their assignees heritable state and sasin real actual and Corporeal possession of all and haill the foresaid dwelling house with the ballustrades in the front four vaulted cellars below the pavement opposite to the front of the house Together with the back Court of the said house pump well and office built thereon all lately built by the said James MacPherson upon and consisting of the South most part or division of the foresaid plot or area of ground in Nicolson's park feued by him from the said Thomas Carnegy marked in [p.1290] in the plan of the said park with the letter R. lying bounded described and possessed as aforesaid Together with the teinds of the same and that by deliverance to the said trustees or to their assignees or their certain attorney in their names bearers hereof of Earth and stone of the ground of the said lands and a handful of grass and Corn for the said teinds and other symbols requisite But always

under the Conditions burdens & provisions after mentioned vizt. that the said trustees or their assignees shall not erect any building within eight feet of the new road or street called Nicolsons street as the same is presently formed and lined out Secundo –That the said trustees & their assignees shall be bound & obliged to dispoise and convey to the other feuars of Nicolsons park twelve feet in breadth along the west side of the said piece of ground as the Majority of the feuars shall direct they being [p.1291] being always obliged to Convey and make over to the said trustees or their assignees as much of the ground opposite to their respective plots as will be sufficient to continue the Coach road of Nicolsons street forty feet wide from the Cross road leading through the said park from east to west and the two foot paths on each side to continue Seven feet wide each as at present Tertio That the said trustees and their assignees shall be obliged to pay their proportion of the expence of forming and marking the whole principal roads in Nicolsons park before mentioned with the expence of furnishing and leading the materials for that purpose and the making the said Foot roads and commission Surveys along the said high road Conform to the extent of the part of the foresaid plot of ground hereby (contained) conveyed, or as the Majority of the feuars shall direct so far as the same is not already paid, the said [p.1292] said whole other feuars being always obliged to pay in proportion thereto Quarto That the trustees or their assignees shall not erect houses or building of any kind upon the ground of the said subjects above dispoised within eight feet of the said road on the west side thereof, but with power to them to inclose the same with a stone wall not exceeding eight feet high above the foot road with pillars for Gates of any reasonable height and also with power and liberty to build vaults under the said foot roads provided they do not alter the level nor do any damage to the foresaid foot road Quinto That the said trustees or their assignees shall be obliged to inclose the said piece of ground hereby dispoised (in so far as not already done) on the west without incroaching upon any part of the foot road above described. Sexto, that the said trustees or their assignees shall not allow any shops or [p.1293] or yards for masons wrights Copper smiths Weavers Candlemakers crackling houses Sooty houses nauseous Chemical preparations or other noxious or noisy manufacturers which may occasion disturbance to any of the neighbouring feuars to be erected placed or kept within any part of the said piece of ground hereby dispoised, nor shall it be in the power of the said trustees or their assignees to keep or lay any Dunghills upon the said roads or before the front of the houses erected or to be erected opposite thereto Septimo It shall not be in the power of the said trustees or their assignees to subdivide or alienate the dwelling and ground particularly above dispoised by subfeuing or otherways so as to divide or diminish the yearly feu duty of two pounds eleven shillings and seven pence Sterling payable for the swelling house and other particularly above dispoised being the equal half of five pounds three shillings and two [p.1294] two pence sterling the feu duty payable to my Superiors for the whole of the above mentioned plot marked R. and that the superiors of the said subjects shall not be bound to enter and receive the heirs and singular successors voluntarily or legal in any such subdivisions any law or custom to the contrary notwithstanding. Octavo, That all and each of the Conditions obligations restrictions burdens and Servitudes aforesaid shall be holden and reputed as real burdens and servitudes affecting the foresaid Subjects and that all and each of them shall be inserted in the Infefments to follow hereupon & repeated in all the after conveyances thereof and Infefments to follow thereupon and that the said trustees and their assignees shall be holden and obliged to implement and fulfil the same in all time coming Declaring always that the said trustees and their assignees

shall be bound [p.1295] bound and obliged to observe & fulfil the whole other regulations and conditions made by the said Thomas Carnegy and his feuars in Nicolsons park or the Majority of them and that it shall not only be in the power of the said Thomas Carnegy and his foresaids but also of the said trustees and their assignees and all the neighbouring feuars in the park each of them their heirs and successors mutually to insist and pursue each other for implement and performance of the several respective Conditions obligation restrictions burdens and servitudes aforesaid with and under the burden thereof and of each of them these presents are granted and conform to the original feu fights made and granted by Lady Nicolson and the said Thomas Carnegy and accepted of and no otherwise, and whereas certain matters may fall out to be determined by a Majority of the [p.1296] the feuars, it is hereby provided that the proprietors or proprietor of each piece of ground distinguished as a plot in the plan Signed by the said Lady Nicolson and Thomas Carnegy and their feuars shall only have one vote in any determination and this on no ways ye leave undone For doing whereof I commit to you full power by this my precept of Sasine In Witness whereof these presents written upon this and the sixteen preceeding pages of Stamped paper by William Anderson Writer in Edinburgh are Subscribed by me at Edinr the twenty sixth day of Septemr. one thousand seven hundred & ninty seven before these Witnesses Edward Lothian Writer to the Signet and the said William Anderson (Signed) Joseph Black, Edwd Lothian Witness, Will Anderson Witness. I the above designed Dr Joseph Black chuse at the present time to make the three following additions to the above will and Testament First I leave to my dear Sister Catharine [p.1297] Catharine Turnly my plated tea water vase or Boiler as a small token of my affection for her Secondly To my servant John Eggo if he shall remain in my service at the time of my death I leave my Watch but not the Seal and I also hereby ordain my Executors to pay him beside his wages twenty pounds in place of the ten pounds which he should have received by the above will and Testament Thirdly I leave to the Right Hon[ourable] The Earl of Hopetoun my white seal set in Gold being a head of Plato which his Lordship brought from Italy with some other antiques and which was given to me by his late Honoured Father. In Witness whereof I have written & subscribed this, at Edinburgh the nineteenth day of February one thousand seven hundred & ninty nine (signed) Joseph Black Masters Andrew Balfour & c[etera] Cautioner Adam Ferguson Writer to the Signet dated the eleventh day of January 1800 years -