

NOTICE OF A CHARTER OF CONFIRMATION BY KING FREDERICK
THE THIRD OF DENMARK AND NORWAY (1662), AND OTHER
DOCUMENTS IN THE NORSE LANGUAGE RELATING TO SHETLAND.
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The documents now submitted, seven in number, range in date from the middle of the sixteenth to the early years of the seventeenth century; one, dated in 1607, being the latest known instrument of any kind framed in Shetland or Orkney in the old language of the North. The other deeds in Norse, formerly known as preserved in the Islands, are only nine in number, so far as I am aware. Of the multitude, therefore, of such documents which must have been produced in the Islands in early times, only sixteen appear to have come down to us, all of these relating to Shetland except one (Kaup-bref, 1552), which records a sale of land in Papa Westray in Orkney.¹ Besides these, however, a number of other documents in Norse, of various kinds, having reference to the islands, are preserved abroad, either in the original, or as authenticated copies; and are to be found in the *Diplomatarium Norvegicum*, the great Norwegian collection, and a few also in the *Diplomatarium Islandicum*, published by the Icelandic Literary Society, Copenhagen. Of the documents now before us, one (the Royal Charter) is drawn and executed in Denmark, and three in Norway; the others are apparently native Shetland papers.

¹ Six of these documents are contained in the small collection privately printed by Lord Neaves and Sheriff Maconochie; one (a copy) is printed in the Appendix to "The General Grievances and Oppressions of the Isles of Orkney and Shetland," (Edin. 1751); and two, which I found among the papers of the County Court of Shetland, are printed and described in the "Proceedings of the Society," vol. xii. p. 472, *et seq.* The remaining seven are submitted with this paper.

In my former paper on Norse deeds,¹ I endeavoured to offer some explanations in regard to the Udal system of land tenure and transfer, now superseded for most part by feudal holdings and feudal forms of conveyancing, in conformity with the law of Scotland; and also in reference to the local institutions and usages peculiar to Shetland and Orkney. The present documents contain fewer of these local peculiarities, or, at any rate, of new features of local peculiarity, and therefore it only remains for me to supply transcriptions and, as nearly as may be, literal translations of the documents, with such brief explanations in passing as may seem necessary.

The two deeds first in order, and the whole series of relative documents printed in the Appendix, are the property of John Bruce, Esq. of Sumburgh, who, when I was in Shetland last summer, laid open to me the treasures accumulated during nearly three centuries in his family charter-chest. In going over these with him, the two documents in question, with many other valuable papers, came under my eye; and the best thanks of the Society are due to him for at once placing these documents in our hands, and authorising their being made use of on the present occasion.

DEED NO. I.

1. *Transcription.*

Vii Frederich Den Tredie med Guds Naade Danmarkis Norgis Wendis och Gottis Koning, Hertug udi Slesuig Holsten Stormarn och Dytmorshen, Grefur udi Oldenborg och Delmenhorst : Gior all witterligh, Eftersom hoss oss under danigst ansugis woris naadigst Confirmation paa efter shrefuene Transport liudendis ord fra ord som følger : Kiendis Jeg Peder Pedersen Borgemester udi den Konngl : frii Rigs stad Kiöbenhofn, och hermed for all witterligt giör, at efttersom Kongl : Maj : min allernaadigste herre, hafuer naadigst pandtsat och afhendt Bergen Domb Kierchis Prousty, eller Apostels Goetzits lehn Kaldt, til mig och min sön Carl Rosenmejer, Borger och handelsmand her udi staden, for en anseelig summa penge, som wii derfore hoistbemelte hans Konngl : Ma : och Riiget rigtig hafuer tilstillet och fornöyet, efter allerhoystermelte hans Kongl : Ma : naadigst meddelte pante skiödis widere formelding Dat. den 25

¹ Proceedings, vol. xii. p. 472.

Julii An : 1661 hueraf en rigtig copie her hoss følger. Och efftersom wii, efter samme schiödis indhold er naadigst forundt och tillat forbemelte Apostels Lehn och des tillegendis goedz, til andre at maa updroge och afhende, alt, ellr noget deraf, som det med ligr condition och wilkor, effter pantebrefuetz indhold, skall niude, til et frit brugeligt underpant indtil det af hoystbemelte hans Kongl : Ma : och efterkommere Koninger udi Danmark och Norge, det Konngl : huus och deres arfúinger, for dend summa det nu er pantsat för, igien indlöst worder. Sa hafúer Jeg paa min egen saauel som bemelte min kiere Soens wegne, igien pantsat, och afhendt fra oss och voris arfúinger, det goedz som ligger paa Hetland, saauit til samme Apostels Lehn beliggende er, som efter beretning kaldis, paa Hetland, Sundbrog och Ombodtz Goedz, och skylder aarligen, effter Jordbogens lydelse Smór femb Tönder, och Thi pacher wadmel, och det til den edle och mandhaftigr Captein Leútenant Lorentz Medelton, hans hústru, deris arfuinger och effterkommere, húr forr hand mig effter forening hafúer ladt erlegge och tilstille penge It Tusinde och Halftrediesindstiúge R.dr : for huilchen summa—1050 R.Dr. meerbemeltr Capt : Leútenant Lorentz Medelton, hans hústrú och arfuinger, hermed fuldkommen pantsettis och til dennom afstaaís alt det goedz och Rettighed, med ald des tilliggende herlighed, fiskeuand och faegang, waat och thört, til fields och i fiere, som der nu tilligger, ellr af arrildstiid til liget hafúer, indtet undertagendis i nogen maader, Saauit som oss, Effter samme panteskiode och Jordebogs indhold, paa Hetland, med rette til kommer, och som til bemelte Apostels goedz liggendis er, och skylder som ofúer er melt, strax at maa tiltrede, annamme, och oppberge och gior sig saa nöttig, som hand best wed och kand, aldels effter hoystbemelte hans Konngl : Ma : naadigste pante skiödis egentlig indhold, at maa hafúe til et frit och brúgeligt pant, angaaende fra Phil : Jaco : daug i neruerende aar 1662, och siden frembdelis aarligen continuere indtil det af hoystbemelte hans Ro : Ma : eller hans Maj : effterkommere Koninger udi Danmark och Norge, det Kongg : húúis, och deris arfúinger, for for sk[reffne] summa det nu er pantsat for, indlöst worder, som da for samme summa skall fölgagtig were och til lössen kommer, mens dersom hans Kongl : Ma : naadigst blef til sinds samme goedz til Odel och eiendoms at afhende, da skall det blifue Capt : Leútenant Lorentz Medelton, hans hústrúe och Arfúinger, til kiende gifuit, om de det eyendomlig och til Odel sig, will tilforhandle. Dis til widnisbýrd hafuer jeg [*det*] paa min egen, och min [*sön*] Carl Rosenmeyer weigne med egen haand och signete bekrefftiget. Datum Hafnia den 20 October 1661.

PEDER PEDERSONE.

Saa wille wi forⁿ indførte Transport naadigst hafúr Confirmeret och stadfest, saa och hermed udi all dez ord och indhold som for skrefúit staa Confirmerer, och stadfester, Forbuidendis all och enhuer herimod eftersom for skrefuit staa at hindre eller údi nogen maader forfang at giøre under wor hýldest och naade. Gifuit paa woris Konngl : Residentz udi Kiøbenhofn dene 28 Augusti : Ao : 1662.

Under wort signet,

FREDERICH.

2. *Translation.*

We, Frederick the Third, by the Grace of God, king of Denmark, Norway, and of the Wends and Goths, duke of Slesvig-Holsten, Stormarn, and Dytmorshen, count of Oldenborg and Delmanhorst, make publicly known to all : Whereas, there is humbly requested of us our most gracious confirmation of the afterwritten Conveyance, bearing, word for word, as follows :—I, Peder Pedersen, burgomaster of the royal free capital city Kiøbenhofn, acknowledge, and hereby make publicly known to all, that whereas his Royal Majesty, my most gracious Lord, has most graciously mortgaged¹ and transferred the provosty of the Dom Kirk of Bergen, otherwise called the Apostles' estate feu,² to me and my son Charles Rosenmeyer, burgess and merchant in this city, for a considerable sum of money, which we, therefore, to his foresaid Majesty and the State have justly paid and satisfactorily accounted for, as more fully set forth in his Majesty's deed of mortgage, dated the 25th July anno 1661, whereof a true copy follows. And whereas we, according to the contents of the foresaid deed, are authorised and permitted to convey and transfer to

¹ The word in the original is *pandtsat* (pawned or pledged), and in the contemporary translations, printed in the Appendix, of other relative deeds, the transaction is throughout referred to as a "Wadset"; but as this is now an antiquated term in Scottish law, I have used the more modern, though perhaps less strictly accurate, term of "Mortgage." Mr James Macdonald, W.S., has shown to me the distinction in the following explanatory note, viz. :—"The deed granted by King Frederick appears to be very similar to the Scottish *wadset*; indeed, but for the absence of the technical clauses of feudal law, there is no essential difference. The main feature of the *wadset*, viz., the *actual delivery to the lender* of the impignorated lands is clearly the feature of the deed, and the transaction may therefore be described more accurately as a *pawn* or *wadset* than as a *mortgage*, in its modern sense."

² *Apostels Goetzits lehn* in the original. The contemporary translation in the relative deeds printed in the Appendix is "Apostles Land Goods;" but as the word *lehn* invariably means *fief* or *feu*, the term used above, "Apostles' estate feu," is a more accurate rendering.

others the foresaid Apostles' feued estate and subjects appertaining thereto, all or any portion thereof, with the like condition and terms, according to the tenor of the deed of mortgage, to be enjoyed as a free and available under-mortgage until the same may be redeemed again by his Majesty and his successors, Kings of Denmark and Norway, the royal house and their heirs for the sum for which it is now mortgaged: I have, therefore, as well on my own behalf as that of my foresaid dear son, again mortgaged and transferred from us and our heirs the lands which lie in Hetland so far as pertaining to the same Apostles' lands which, according to report, are called, in Hetland, Sundbrog and Umbooth Lands, and paying yearly according to the Rental-Book, five barrels of butter and ten packs of wadmell, and that to the honourable and gallant Captain Lieutenant Lorentz Medelton, his wife, their heirs, and successors, for which he has, according to agreement, paid and remitted to me one thousand and fifty rix dollars money, for which sum—1050 R. Dr. the foresaid lands and rights are hereby fully mortgaged and renounced to the foresaid Captain Lieutenant Lorentz Medelton, his wife, and heirs, with all the privileges appertaining thereto, fishing and pasture, wet and dry, from fell to foreshore, as now pertains or has from time immemorial pertained thereto, nothing excepting in any particular, so far as to us, according to the tenor of the said deed of conveyance and contents of the Rental Book in Hetland, rightly belongs, and so far as pertaining to the said Apostles' estate, and paying as above mentioned, to enter upon immediately, receive and enjoy, and turn to such advantage as he best knows, and can, altogether in accordance with the true tenor of his Majesty's most gracious deed of mortgage, to be held as a free and available mortgage from Philip [and] James' day¹ in the present year, 1662, to continue aye and until it shall be redeemed by his foresaid Majesty or his Majesty's successors, Kings of Denmark and Norway, the royal house and their heirs, for the before-written sum for which it is now mortgaged, for which same sum [it] shall consequently fall to be redeemed. But if his Majesty should be graciously pleased to make over the said lands in Odal right and possession, then shall intimation be given to Captain Lieutenant Lorentz Medelton, his wife, and heirs, in case they may wish to acquire it to themselves in property and Odal tenure. In witness of this I have, on my own behalf and that of my son Charles Rosenmeyer, affirmed the same with my hand and seal. Given at Copenhagen, the 20th October 1661.

PEDER PEDERSONE.

¹ *i.e.*, the First of May.

The before-contained Conveyance we have graciously confirmed and ratified, and we hereby, under our favour and grace, confirm and ratify with all its words and contents as stands before written, forbidding all and every one to hinder or cause impediment to what is before written. Given at our royal residence at Kiöbenhofn, the 28th of August in the year 1662.

Under our Signet,

FREDERICH.

This deed is in an excellent state of preservation. It is carefully written on paper, in a handwriting approaching the modern German written character, signed by the king, and impressed with the royal seal. The latter bears the legend: *FREDERICUS III. : DG · DANIE · NORWEGLE · VANDALORUM · ET · GOTHOR · REX*, with an inner legend: *DUX · SL · HOL · ST · DIT · COMIN · (?) OLD · ET · DEL*.—the usual contracted form of the royal designation as given above in the opening clause. The deed bears no title, but I have termed it a “Charter of Confirmation,” not from regarding it, in the strict sense, as a feudal confirmation, by a superior, of a vassal’s holding, but as a charter by the king ratifying a partial transfer of a former mortgage or wadset granted by himself. The whole question of *Udal versus* feudal holding in the North necessarily arises in considering such legal instruments as these; and having in a former paper adverted to the subject, I shall content myself now by introducing a note on the nature of the charter as from the point of view of a Scottish lawyer, which has been obligingly furnished to me by Mr Henry Goudy, Advocate. I may only remark that whatever there may be in it, as a purely Danish deed, of the nature of feudal technicality, does not imply a correspondence of that character in the Norwegian and native Shetland deeds which follow. These are purely *Udal*, destitute of all the terms and conditions which are essential to feudal holdings.

NATURE OF THE CHARTER.

(1.) This charter must probably be regarded as a feudal one. It seems to correspond to what among Scotch lawyers would be known as a charter of confirmation by a superior of a right of wadset. The deed, no doubt, is wanting in those clauses of style which are familiar in our

conveyancing, but then it is a purely Danish document. In other respects it has the features of a proper confirmation. The use of certain terms, such as *confirmation*, *under-pandt* (which means sub-mortgage, and could not well be used with reference to an ordinary assignation of a security), and *lehn* (in *Apostels Goetzits lehn*) points strongly to a feudal character. The word *lehn*, especially, both in the Scandinavian and German languages invariably indicates feu or fief. So we observe the stipulation for a right of redemption in Frederick, and the important clause towards the end of the deed, by which provision is made for the conversion of the mortgagee's right into *odal* or *udal* holding. It might be argued that this latter clause referred to a conversion from a security right into one of full property, but this is not likely. Conversion from feudalism to udalism seems to have been well known to Danish law at this period.

Feudalism appears never to have gained any footing in Norway, either before or subsequent to its union with the Danish Crown; but it is not unlikely that this *provostry* of Bergen was originally udal property, and being confiscated by the crown at the time of the Reformation, was thereafter treated as feudal, the feudal law prevailing extensively in Denmark. The lands in Shetland being appurtenant to the provostry, came, of course, into the same position.

(2.) Though, as we have indicated, Frederick confirmed in feudal form by the above charter the assignation by Pedersen and Rosenmeyer to Medelton of the provost lands in Shetland, the lands seem still to have been regarded in Shetland as in their old condition of udal. For we see in the subsequent transmission by Medelton to Bruce, that no notice is taken of this charter in the enumeration of titles in the conveyance—the assignation there referred to being one by Pedersen and Rosenmeyer's commissioners (the Hansens) to Medelton, which, again, is not noticed in the confirmation. This seems worth observation, as indicating how little footing the forms of feudal tenure had gained in Shetland at that period.

(3.) But in all the transmissions of the said provost lands in Shetland, the right of redemption in the Danish Kings is referred to as existing. A good while prior to 1661 these lands had been confiscated by the

Earl of Orkney and turned by him into feu, but despite that (and it shows the strong belief in Shetland that they still belonged to Norway) we find a person like Medelton paying 1050 dollars for a purely Norwegian (or Danish) title. And Bruce deems it necessary to fortify his title from the same source.

It might be a question how far the stipulation for redemption by Frederick and his successors could have been enforced, supposing they had wished to exercise it. We fear it could not well be recognised, at least in a question of legal right, as otherwise than nominal. If Shetland were at the period in question an integral part of Scotland, then the positive law of Scotland would need to apply, viz., that no foreigner could hold heritable property within the kingdom. *In foro conscientie*, no doubt, another verdict might have been given, but so far as a Scottish court was concerned, Mr. Bruce could have successfully resisted on this plea any demand for redemption. And, of course, the further bar of prescription might have been pleaded. But then, how far was Shetland subject to the law of Scotland at this period?—(H. G.)

King Frederick III., who grants the confirming charter, is a well-known personage in Dano-Norwegian history. In his reign, which extended from 1648 to 1670, an extraordinary revolution occurred, the people having surrendered their liberties into his hands, and rendered him a despotic sovereign. Of the granters of the deed which is confirmed by the king, nothing further is known; and the grantee, Captain Laurence Middleton, is not now known otherwise than in connection with this transaction. It appears from the deed printed in the Appendix,¹ that his father was named George Middleton, and his mother Margaret Tyrie, and he was himself alive so late as 1705, a receipt granted by him in that year being preserved among the papers belonging to the estate of Busta.²

¹ Contract between Captain Laurence Middleton and William Bruce of Sumburgh, 1663. Appendix, p. 39.

² In an excerpt minute now in my possession, of a meeting of heritors in Shetland, at Lerwick, 11th March 1691, the sederunt includes "Captain Laurence Middleton of Futtabrugh." Futtabrugh is a small place in the parish of Walls (Vágr).

The lands conveyed in the deed are described as the "Umbooth Lands" of Sundbrog or Sumburgh, part of the "Apostles'¹ land goods" (properly Apostles' estate feu), belonging to the provostry of the Dom-Kirk (or Cathedral) of Bergen in Norway. How the Cathedral Chapter, or any official member of it, came to be possessed of lands in Shetland, as part of their patrimonial property, is not at present known. Certainly the bishopric of Bergen possessed no jurisdiction over Shetland, the bishop being, like the bishop of Orkney and Shetland, himself a suffragan of the metropolitan see of Drontheim. But the connection between Bergen and Shetland was always very close. The provost of the Cathedral had other lands besides the small piece at Sumburgh, viz., 10½ merks in Helliness, parish of Cunningsburgh, as appears from a deed in the Appendix;² and *Munkaliv's Cloister*, or the Monastery of St Michael at Bergen, had a considerable landed estate in Shetland, particulars of which are detailed in the *Brevbog* or Chartulary of the Monastery.³ Many private persons residing in Bergen also possessed lands in the islands, as is attested by numerous deeds extant; among others, Nos. IV. and VII. in the present paper (see pp. 29 and 32). Sir David Sinclair of Sumburgh, third son of William, earl of Orkney and Caithness at the time when the islands were pledged to Scotland, was Great Fowde of Shetland, and at the same time Captain of the Palace at Bergen. By his will, dated at Tingwall, 9th July 1506,⁴ he bequeathed his signet to the Dean of Bergen, and to St George's Altar in Roeskilde Cathedral his gold chain which was given to him by the King of Denmark; but there is no record of any grant by him of land for ecclesiastical purposes. The extent of this bit of Church property being so small, and its situation—interspersed with the manor lands of Sumburgh—so intricate, the probability would

¹ UMBOOTH LANDS, known also in Shetland anciently as BISHOP'S LANDS. The word indicates merely its being administered by an agent or factor, in place of the absent owner.

² Contract, Captain Middleton and W. Bruce. Appendix, p. 39.

³ *Brevbog*, or *Codex Diplomatarius Monasterii Sancti Michaelis Bergensis diocesis vulgo Munkalif dicti*, 4to, Christiana, 1845.

⁴ Translation, "Miscellany of the Bannatyne Club," vol. iii. p. 105.

seem to be that it had been so held, concurrently with the more extensive estate of the lay owners, from an early period, and that it had not been recently acquired by the Church.¹ It is found to have been recognised as a separate holding long before the date of the present deeds. In a contract between Earl Patrick Stewart and William Bruce of Symbister in 1592, confirmed by them in 1605, it is described as "four-merk land, six pennies the merk, callit Provestis landis, lyeand rynrig with the 20-merk land of Soundbrugh;" and the earl grants it in feu-farm, with warrandice against any pretenders to it from Denmark or Norway.² The annual duty (skat?) which it paid, is stated in the present Danish deed of 1662 to be 5 barrels of butter and 10 packs of wadmell,³ which appears to have been the recognised duty in Shetland previously, as, in the year 1595, William Bannatyne of Gairsay, Sheriff-depute of Zetland granted receipt to William Bruce for this duty, with 7 merks Scots money added, "for the full deweties of ye provest of Norrowayis landis."⁴ In 1635 it is referred to in a receipt for the duties, to Robert Bruce of Simbister, signed by James Scott, "Chamberlain-deput for Zetland, for William Dick off Braid," as the "four-merk *tak-land*" in Sumburgh;⁵ and this distinction between it and the other manor lands of Sumburgh has been maintained down to quite recent times. In the "Skat Book" of a part of the lordship of Shetland, 1778-1779, prepared for Sir Laurence Dundas (then proprietor of the earldom and lordship), and now in the possession of Mr Bruce of Sumburgh, the four merks are separately stated as "Udal," while the rest of the grounds of Sumburgh is termed "feued land." The whole duties

¹ So early as 1312-1319, there is recorded a grant of Shetland land revenues for ecclesiastical purposes in Norway, but only temporarily. For the completion of Mary-Kirk in Christiania, King Hakon Magnusson makes over "all our incomes of Hjaltland and the Faroes, so that those who have charge of the Kirk's building and fabric every year shall render account thereof to our heirs, and when the fabric is altogether completed, then shall the foresaid revenues of Hjaltland and the Faroes revert to the Crown."—(Nicolaysen, *Norske Fornlevninger*, p. 426.)

² Official extract in the possession of John Bruce, Esq. of Sumburgh.

³ Wadmell (Icelandic *Vadmál*) coarse native cloth used in payment of rents and duties.

⁴ MS. in the possession of John Bruce, Esq., of Sumburgh.

⁵ *Idem.*

(*Skat, Wattle, Ox, and Sheep money*) payable by the Sumburgh estate having subsequently been bought up from Lord Dundas, the distinction has now practically (though doubtless not legally) disappeared. How this fractional portion of Church property became part of the estate of Sumburgh, in the possession of the present family, is shown by the succession of deeds printed in the Appendix, which disclose the following circumstances connected with this, by far the most interesting, example of Northern conveyancing extant:—

1. The provost of the Cathedral Church of Bergen in Catholic times owned a considerable landed estate called the “provostry of the Dom-Kirk of Bergen,” or “Apostles’ estate feu.” Of this estate a portion was situated in Shetland, including the 4 merks at Sumburgh and 10½ merks at Helliness. The property of the Church having been annexed to the Crown by King Christian III. at the Reformation, the whole of these lands appear to have come into the possession of the sovereign of the united kingdom of Denmark and Norway,¹ and were mortgaged or pawned by King Frederick III. on 25th July 1661 (under distinct provision for their redemption by him or his successors at any future time), to Peder Pedersen, provost of Copenhagen, and Carl Rosenmeyer, burghess and merchant there, for a sum of 35,066½ rix dollars and 16 shillings Danish money. (See the deed A in the Appendix.)

2. The said Peder Pedersen and Carl Rosenmeyer granted, on 5th August 1661, a commission or factory to represent them in the said estate, to Niels Hansen, formerly provost of Elsinore, and his brother Peter Hansen, councillor of Bergen. (See Appendix B.)

3. Peter Pedersen, on his own behalf, and that of his son Carl Rosenmeyer, granted on 20th October 1661, a partial assignation, transfer, or sub-mortgage of the Shetland portion of the lands, called the “Umbooth Goods” (or lands) of Sumburgh, to Captain Laurence Middleton and his

¹ By the Treaty of Calmar in 1397, the three crowns of Denmark, Norway, and Sweden were united; but it must be understood that the Orkney and Shetland Islands though, in that way, under administrative rule from Copenhagen, the chief residence of the sovereign, were yet always an appanage of the crown of *Norway*.

spouse, for the sum of 1050 rix dollars, subject to redemption for that sum by his Majesty or his successors, as before. (See No. 5.)

4. Niels Hansen and Peder Hansen, by deed of the same date, as commissioners under the deed of 5th August 1661 (see No. 2 above), granted a similar transfer of these lands to Captain Middleton. (This deed is not printed with the other deeds in the Appendix, as its terms are very similar to the preceding.)

5. King Frederick III. confirmed the assignation or sub-mortgage (No. 3 above) to Captain Middleton by the charter, the transcript and translation of which are printed above in the text, and which embraces, verbatim, the deed in Captain Middleton's favour.

6. Captain Middleton and his spouse, by contract dated at Scalloway in Shetland, 16th February 1663, make over their whole right and interest in the above Umbooth lands to William Bruce of Sumburgh for the foresaid sum of 1050 rix dollars, but under distinct clauses of redemption by the King of Denmark and Norway, and his successors, all as before. (App. C.)

The series of documents from which the above facts are gathered, exhibit a succession and admixture of Danish and Scottish law and forms of conveyancing not less interesting historically than curious to the student of legal antiquity. It is a singular circumstance that the right to so small a portion of the ancient property of the Norwegian Church should have been preserved for nearly two centuries after the annexation of the Shetland Isles to Scotland. It has already been shown that Earl Patrick Stewart treated it as his own property, and took it upon him to make it over to William Bruce of Symbister in 1592, and again in 1605.¹ It continued, however, as already shown, to be regarded as on a different footing from the other (feued) lands of Sumburgh; and a suspicion of a doubtful title seems to have lingered until the year 1663, when, as shown by the documents, William Bruce of Sumburgh obtained a formal title, but only in mortgage, to the four merks in question, by the succession of deeds proceeding from the King of Denmark and his nominees down to himself, seventy years after his grandfather, William Bruce, first of Simbister and Sumburgh, had obtained possession of them

¹ Extract deed in the possession of John Bruce, Esq. of Sumburgh.

by charter in feu-farm from Earl Patrick Stewart. They have since come down, by unbroken descent, to the present possessor, by whose kindness I am enabled to submit the documents to the Society.

It is scarcely necessary to say that the right of redemption so clearly provided for, has not yet been exercised, but it nevertheless would appear to exist unless extinguished by some of the prescriptions known to law. The exercising of that right on behalf of the Crown of Norway, as coming in place of the ancient ecclesiastical owners, stands indeed in the same position as does the claim of Norway (or Denmark) to the entire countries of Orkney and Shetland, the title of Great Britain to these islands resting exactly upon the same foundation, namely, a redeemable contract of mortgage.

DEED NO. II.

1. *Transcription.*

Thes bekennis wij effter screffne men som saa hede bartell strang hans lúndemann mangus niysbet peder Jonssón dóyis ollsson olaff Sýmonsson for alle med thze wort obne breff thz vij * * * hórdam och segom at wellfornoftiig mann Ingemúnd êdredssón, ý sýn quénnes folle och laglyg ombod mairann peder dotter och hennes barn, saalde och affúende týll wellfornomstijg man wýlliom skogssón iij merke brende yorde lýggend ý giêrdatun for nordann fiell ý onst ý papelle som fornemde marionn hennis fader peder wýlliamssón otte och erfíde effter syn fader och foreldres unden fornemde Ingemúnd endredssón och hans hústrú och barn arffuýnge och effter komende ondre fornemde Wylíom skogssón och hans arffuýnge effter kommende týll [*everdelig*] egn med ollam lodom och lundendom som der týll lýger och legith haffúer fraa effste stenne ý felle týll óste stenne ý fioren neden gaar och zin som beder er at haffue en mýste beplýkter jeg fornemde Ingemúnde endredsson meg týll at hallde wýlliom skogssón fry okier lós for alt yttermer týll tall heller okier och haffuer jeg fornemde Ingemúnde opborit första penning och ssýst som ý wort kiob kom saa meg well att nóger och ydermer wýssen och [*sand*] hed beder jeg desse gode men som forscreffuet er [*ad hingia*] deres Insigle och mercker neden for thz nýtt obne breff [*som*] paa Sódereyd den 2 dag august moned 1551.

INGEMUND ENDRESSON.

PETER JONSSON.

OLAFF SYMONSSON.



2. *Translation.*

This acknowledge we, the after-written men, who are thus called Bartell Strang, Hans Lundemann, Mangus [*i.e.*, Magnus] Nisbet, Peter Jonsson, Doyis Ollsson, Olaff Symonsson, before all, by this our open letter, that we * * heard and saw that the honest man, Ingemund Endredsson [Henderson], as full and lawful representative of his wife Marionn Peter's-daughter and her children, sold and transferred to the discreet man William Skogsson iij merks burnt [silver] of land lying in Gierdatum at the north hill in Onst, in Papelle, which the before-named Marionn's father, Peter Williamsson, owed and inherited after his father and ancestors, from the before-named Ingemund Endredsson and his wife and children, heirs, and successors, to the before-named William Skogsson and his heirs [*and*] successors for [*an everlasting*] possession, with all the parts and privileges which belong thereto or have belonged, from the highest stone in the hill to the outmost stone in the foreshore, and * * * which it is better to have than to lose. I, the forenamed Ingemund Endredsson, pledge myself to hold William Skogsson free without challenge for all further demand or charge, and I, the forenamed Ingemund, have received the first penny and the last as stipulated for in our contract, so that I am well content. And for further testimony and verity I ask these good men who are above-written [*to append*] their seals and marks underneath this my open letter [*which was done*] at Sodereyd the 2 day of the month of August 1551.

INGEMUND ENDRESSON. PEDER JONSSON. OLAFF SYMONSSON.



This deed is also the property of Mr Bruce of Sumburgh, found on the same occasion as the preceding one. It is distinctly written on paper, and is in a good state of preservation. The property sold is in the island of Unst, and the whole parties are apparently residents there. The only one of them known otherwise is Barthole Strang, who was owner of Voegarth in that island, and was, twenty-five years later, an active opponent of the oppressions of Lord Robert Stewart, first Earl of Orkney and Lord of Zetland of the Stewart family.¹ He left an only daughter, Christina, who, in 1622, claimed to be served nearest lawful heir to her

¹ "Oppressions in Orkney and Zetland." Maitland Club, p. 73. (*Bill of Complaynt giffin in be Barthole Strang of Voisgarth.* 1576.)

grandfather, James Strang of Voisgarth. *Gierdatun* is, I suppose, the modern Garratown, *Papelle* is Papal, *Sodereyd*, where the deed was signed, I cannot identify; the *north hill* must be *Saxaford*, the highest hill in the island, near the north end. A noticeable peculiarity of the deed is the *mark* adhibited by each of the parties signing, not a mere × as usual now with persons who cannot write, but a carefully formed symbol, apparently recognised as the distinctive mark of the individual.

DEED NO. III.

1. *Transcription.*

Thette Bekennd jegh Chrÿstenn Jonnsson Forsell Borger wdi Berenn mz thette mÿtt opne Breff och egenn handskrÿft att jegh haffuer opborrett aff erlige suennd Wellem Donnellsonn Forsell mÿnn freund iij (tre) gammell daller och fer Kópmands daller paa mÿtt gods som jeg arueligenn er tthiill fallend efftter mÿnn salige Moder Merette Wellems dotter som liger wdi mÿtt barnnfóde ij ¹Yettland wdi ¹Yelle. Och haffuer jegh dze mz sadenn wÿllkor opboret att de mÿnne freunder forskreffne Donnell Forsells sonner skulle veere de neste mennder thiill at Bekalde mÿtt gods for de forskreffne penninge som deres salige fader haffuer mygh thiill forn giiffuett for denn partt som mÿgh aruelige wor thiill fallen efftter mÿnn salige fader Jonn Forsell som dereis fader aff mÿgh koptte mz sadann forord att denn lannskÿld som kommer paa mynn partt skall komme mÿgh thiill ennd nu ind thiill jegh for mÿnn siigte peninge aff forskreffne mÿnne freunder Donnell Forsells sonner Och thette Bekennder jegh Wellem Donnellsson paa mÿne Bróders wegen att der som forskreffne mÿnn freunde Chrÿstenn Jonn icke far sÿnne penninge nar Gud wÿll ÿ waer nar wij kommer jegenn nogen aff oss forskreffne Broderne Bróder daa maa Chrÿstenn haffue wor frÿe loff att selge sÿnn jord huÿlikenn erlige mannd hanns sielff lÿster Och * * med sportt de sliigeste Bekennd jeg Wellem Forsell att jegh paa mynne Bróders wegen maa högelligenn och well bettacke wor kjere freund forskreffne Chrÿstenn Forsell att hand haffuer * * * wor lelighet for * * skÿld * * * wij aff erlige mannd forskreffner kopt * * att hand wij * * icke selge sÿnn

¹The letter here rendered "Y" might be read indifferently as "Z," thus "Zetland," "Zelle." Indeed, the form ZETLAND, which has no origin in etymology, owes its existence to the varying form of this letter.

partt ý jord thiill nogen andenn wdenn thiill os forskreune Donell Forsells barn huijlikz jegh miig forplieter paa mýnne Brodres wegen att giore Chrýstenn Jonnson enn liidan * * nar Gud wýll wij finnis att svo er ý sandhet som forskrýffuitt star seder jegh mýtt signette neden for dette mýtt opne Breff och kýerlige thiill beder jegh Jackop Spenns att sette sýtt merke her nedenn for thette mýtt opne Breff som er skriffuet wdi, Berenn Jomfru Marye * * dagh anno 1594.

CHRÝSTENN JONSÓ

egenn hand.

.2. Translation.

This, I, Christian Jonnson Forsell, burgher in Bergen, acknowledge by this my letter patent, and my own handwriting, that I have received from the honest man, William Donnellsonn Forsell, my kinsman, three old dollars and four merchants' dollars on my property, to which I have succeeded heritably after my late mother, Merette William's daughter, which lies in my native place in Yetland, in Yelle; and I have received this with the condition that my kinsmen, the sons of the before-written Donnell Forsell, shall be the nearest persons [entitled] to claim upon my property for the before-written money, which their late father formerly gave to me for the part which has heritably fallen to me after my late father John Forsell, which their father bought of me; with this proviso, that the rent which pertains to my part shall come to me until I get my said money from the before-written, my kinsmen, Donnell Forsell's sons. And this acknowledge I, William Donnellson, on my brother's behalf, that if the before-written my kinsman, Christian Jonn [son] does not get his money (when God will) in spring, when we, any of us, the before-written brothers' brothers come again, then shall Christian have our free leave to sell his land [to] whatever honest man he himself likes; and * * with * * I, William Forsell, make known that I, on my brother's behalf, greatly and well thank our dear kinsman, the before-written Christian Forsell, that he has * * * our * * * for * * * rent * * we bought from the honest man before written, that he * * * that he * * does not sell his part in the land to any other unless to us, the before-named Donnell Forsell's bairns; which I pledge myself, on my brother's behalf, to do Christian Jonnson a little * * * when God will we find. That it is in truth which stands before written, I set my seal underneath this my letter

patent, and I lovingly entreat James Spence to set his mark unlerneath this my letter patent, which is written at Bergen, the Virgin Mary's * * day, anno 1594.

CHRISTIAN JONSD
own hand.

This acknowledgment, or agreement, is endorsed with a mandate by Jonson in favour of William Donnellson Forsell, which here follows as a separate document.

DEED No. IV.

1. *Transcription.*

Thett Be kennd jeg Chrÿstenn Jonnsson Borger y Berenn mz mÿnn egenn hand at Jeg giffuer erligh och well forstandige ssuend Wellem Donnellssonn Forssell bodend wdi Jettland mÿnn full magt och Mandiighet att op bere mÿnn land skÿld wdi Jettland aff denn Jords partter ssom mÿgh arueligelige fallend er efftter mÿnn ssallige Moder och liger der * * * * mÿnne wegne skall ind kreffue och mÿg thiill troer hand att bettalle nar Gud wÿll hand haff kommer mod woerenn nest och forst kommend worder der mand skrÿffuer anno 1595.

wnder mytt mercke.



2. *Translation.*

I, Christian Jonnsson, burgher in Bergen, acknowledge with my own hand that I give an honourable and right prudent man, William Donnellsson Forsell, dwelling in Jettland, my full power and authority to uplift my land rent in Jettland from those parts of land which have heritably fallen to me after my late mother, and lie there * * * * shall collect on my account, and he trusts to pay me when, God willing, he comes next and first ensuing spring [when] one shall write the year 1595.

Under my mark.



The foregoing mandate and the deed of agreement preceding it, as also the two following receipts (Nos. V. and VI.), belong to Mr J. T.

Irvine, Lichfield, a Fellow of the Society. The documents are in fair preservation, but the handwriting is peculiar and very illegible. They have been deciphered by Mr Gordon, Librarian to the Royal Society, and the translation—a not very difficult task—has been made by us jointly. Little is necessary by way of explanation, as the papers speak for themselves. They illustrate the close connection between Shetland and Bergen, maintained for a lengthened period after the annexation of the islands to Scotland, all seeming to indicate that the severance from Norway was regarded as a temporary and not a permanent arrangement. Nothing certain is known as to the persons concerned. The name Forsell is the equivalent of Firsell or Fraser, a not uncommon name in the district. The parties would appear probably to have been cousins, thus:—

John Forsell,—his son, *Christian Jonson Forsell*.

Donald Forsell,— „ *William Donnellsson Forsell*.

In a deed executed at Reafirth, in the same island of Yell, 10th March 1575, John Firsell of Hascassay, and Robert Firsell of Wassason, appear as witnesses. Both the documents appear to be holograph of the granter (“*Crystenn Jonson egenn hand*,” *i.e.*, Christian Jonson own hand), and, as simple informal documents, they are in a sense even more interesting than had they been legal instruments drawn up with the usual conventionalities of style.

DEED No. V.

1. *Transcription.*

Anno 1602. Bekendis ieg Marete Suens doter adt have annamet af Iakop Spens xxviii alna * * uanmal oc an half can smor pa Kristin Dauses dother's wegne.

Men bristes Kristin viij aln uanmal bade for dete ar och saa for udi fior.

2. *Translation.*


Anno 1602. I, Margaret Suen's, daughter, acknowledge to have received of James Spens xxviii. ells * * wadmal and an half can butter on Christina Dave's daughter's account.

But there is still due to Christina viii ells wadmal both for this year and also for last year.

DEED No. VI.


1. *Transcription.*

Thette bekendis ieg Vellem Monsøn uisted att ieg er Føerren Spens skføldig 9½ daller for en tl smør och bepleghter ieg mig att betthalle forne Føerren dee 9½ daller dette thiill kommandes sommer som er dett oc thýll kommandes 1608 thýll otter merre vinnes boerd, setter ieg mynd sedvannelight merrke iher vinden vnder som er gýffued paa kocke b * * den 18 daag Deesember Anno 1607.

VELLEM MONSØN. 
uisted egen
hand.

2. *Translation.*

By this I, William Monsøn, acknowledge [it] set forth that I am due to Føerren Spens 9½ dollars for a can [?] of butter, and I pledge myself to pay the forenamed Føerren these 9½ dollars this ensuing summer, which is that of the ensuing [year] 1608. For farther confirmation I set my usual mark here found underneath, which is given at * * the 18th day of December in the year 1607.

WILLIAM MONSØN. 
witnessed (my) own
hand.

These two brief receipts, or acknowledgments (1602-1607), are the latest, so far as I am aware, of the documents expressed in the Norse language which have come down to us. It is curious to observe that while the Scottish tongue was by the time in question well established among the natives, some of them thus preferred the use, even for documentary purposes, of the language of their forefathers, practically identical in form with the speech of their kindred in Norway. William Monson (or Manson), the granter of the document of 1607, was, there is little doubt, William Manson of Gairdy, who was then Fowde of Unst, and appears frequently in the records of the Lawting, Sheriff, and Justice Courts of the period, and so late as the year 1615.

DEED, No. VII.

1. *Transcription.*

Kiendis Jeg Herlüff Lauritzon Borger ý Bergen oc witterligt gior for alle med dette mit obne breff att epterdi Salig Anne Mogensdotter borger scher her sammesteds ý sýn Velmagt mz god beraadt hue och sind, och mz hendis Slectis, Suogeris och gode venners Raadt och Samticke, haffuer selld och affhend fra siig oc sine arffuinger, och till Erlig Mand Annders Smidt boendis paa Nóderseater ý Hellisuig býgtun, v merkis Jord ý Findeland liggendis wdi for Hillisuig býgtun ý Hettlandt, renther aarligann x peninge Smór, x str. wadmel Epther som deris kióbe breff her höss liggendis wdi sin mening der om ýdermere formellder, Oc epterdi forⁿ Anne Monsdotters Suoger ved naffn Siuord paa Urim ý Haranger, haffuer ombedit oc beffalet miig att ieg willde tale forⁿ Anders Smidt til, om de peninge som endnu resterit paa forⁿ kiob, och dennom till miig paa hannis wegeñe anamme, thi hand kunde ike ligge her, och forwagte naar forⁿ Annders Smidt monne hiid komme fra Hetlandt, Och eptherdi forⁿ Annders Smidt haffuer ý got folkis nerverelse worit offuer Regenshab mz miig paa forⁿ Siuords wegen oc goduillige wden widere klammer oc trøette betalld den summa som resterit. Saa er alld landskýllde som hand till denne dag skýlldig war, sammeledes de peninge som paa samme Jord wdi deres kiób wloffuett war, ere nu, dett mindste mz dett mieste, allt samme betalld och fornóiede, epther andre handschriifters Iýdellsee som er bleffuen funden epther forⁿ Anne Monsdotters dódt, som miig ere bleffne offuerantuordis, Thi hiembler ieg oc skoder paa forⁿ Siuord paa Urim, wegne, forⁿ Anders Smidt oc sine arffuing forⁿ v merkis jord ý findelandt, frj oc frellselighe for rett Odals gods att nýde bruge och beholde, med alle den roett och herlighed som forⁿ Siuord eller hanns arffuinger kunde der udi haffue wdj alle maader, Och schall ieg forⁿ Herloff Lauritzon, were hanns Mandt for alld ýdermere tilltalle aff forⁿ Siuord och hannis arffuinger ý alle maade. Dette till sandheds stadfestning haffuer ieg underhengt mitt signete nedan dette mitt obne breff, Och vanligenn till buditt disse dannemend til windisbyrdt mz mig att besigle, som er Jon Maen, Anders * * * oc Johan Sandersson. Actum Bergen den 27 Julii 1601.

[Four tags—seals lost.]

2. *Translation.*

I, Herluff Lauritzon, burgess in Bergen, acknowledge and make known to all by this my open letter, that whereas the deceased Anne Mogensdaughter,

burgess here in this same city, in her full health, with well resolved mind and purpose, and with the advice and consent of her family, brother-in-law, and good friends, has sold and transferred from herself and her heirs, and to the honest man Andrew Smith, residing at Noderseater in Hillswick Bay, 5 merks land in Findeland, lying in the foresaid Hillswick Bay in Hetland, of the annual value of 10 pennies butter, 10 pieces wadmél, according to their contract of sale herewith, whereof the terms thereanent more fully show; and whereas the forenamed Anne Monsdaughter's brother-in-law, named Siuord in Urim in Haranger, has requested and commanded me that I should speak with the forenamed Andrew Smith about the money which still remains unpaid under the forenamed contract, and receive the same on his account, because he cannot remain here and wait for the forenamed Andrew Smith's coming here from Hetland; and whereas the foresaid Andrew Smith has, in the presence of good people, paid willingly and without further quarrelling and contention on the foresaid Siuord's behalf, the sum which remained of the accounts with me; therefore, all the land rent which up to this day was due, as also the money which was promised for the same land under their contract, is now, the least with the greatest, all paid and satisfied, according to the sense of other documents, which have been found after the said Anne Monsdotter's death, and have been delivered up to me. Therefore, I cede and convey, on the aforesaid Siuord of Urim's behalf, to the forenamed Andrew Smith and his heirs, the foresaid 5 merks of land in Findeland free and indefeasible, as property in proper Udal right, to enjoy, possess, and hold, with all right and privilege, which the forenamed Siuord or his heirs could have thereto in any way; and I, the forenamed Herloff Lauritzon, shall be his surety for all further demands of the foresaid Siuord and his heirs in every way. For the confirmation of the truth whereof, I have appended my signet underneath this my open letter, and in the usual way have requested these honest men to seal it in testimony along with myself, namely, Jon Moen, Anders and Johan Sandersson. Done at Bergen the 27th July 1601.

[Four tags appended, but seals and signatures, if any, lost.]

I am indebted to Mr Harry Cheyne, W.S., for this very interesting document, which we came upon in examining the old papers in the Charter Chest of the estate of Busta in Shetland. It is a Norwegian document in parchment, executed at Bergen in 1601, testifying to the

sale of a small property in the parish of Northmavine by a deceased residenter in Bergen to an inhabitant of that parish. The property sold, Findeland (The Findlands?), and the dwelling-place of the purchaser, Noderseater (Nithester?), are places still recognised, I am informed, in the neighbourhood of Hillswick, on Hillswick Bay (or Urie Firth), on the southern coast of Northmavine. This paper also illustrates very pointedly the close and long-continued connection with Norway, chiefly through, and in connection with, the town of Bergen.¹

In addition to the gentlemen named who have supplied the various documents and those whose kind assistance I have already acknowledged, I have, in conclusion, to express my obligation to Mr Jón A. Hjaltalin of the University Library, whose intimate acquaintance with the northern languages renders him an invaluable referee in all cases like the present.

APPENDIX.

The following documents have an important bearing upon the preceding papers. Those marked A and B are contemporary translations of original deeds forming an essential part in the progress of title to the Provost's lands of Sumburgh; and that marked C is the formal Scottish instrument by which William Bruce of Sumburgh finally acquired these lands. The words italicised in brackets thus [*Burgess*] are supplied, though not now legible in the documents.

¹ In the year following, 1602, Andrew Gifford of Weddersta, in the neighbouring parish of Delting, pursued an action against James Chalmar in Waiss for four barrels of butter delivered to him to be carried to Bergen "for the payment of the land-meils, dettis, and dewties restand awand be the said Andrew Giffaird to the Lordis of Norway," but which butter, Chalmar, after conveying it to Bergen, sold to clear expenses on the ship. (Court Book of Shetland, General Register House.— See Peterkin's "Notes," Appendix, p. 38.) The "Lords of Norway," here and elsewhere referred to, suggest a curious inquiry, cognate to the present subject, yet remaining to be investigated.

A.

(*Wadset*—KING FREDERICK III. to P. PETERSONE and C. ROSENMEYER, 1661.

Translated by D. Forbes, Edinburgh, 1662).

We Fridrich the third by the grace of God King of Denmark Norway Wandales and Gothes Duke of Slesvig-Holstein Stormarn and Ditmoers [*hen*] Earle of Oldenburghe and Delmanhorst : Make knowin to all That we have graciouslie wedsett and now by thir present oppin lettres have pandet wedsett and disponed from us our successor Kings of Denmark [*and*] Norway, our royal familie, and airs, unto the right honorable Peter Petersone Proveist in our frie and royall residence and staple towne of Kiobenhauen together [*with*] Charles Rosemeyer [*Burgess*] and mercheandt of the same brughe to thame thare wyves and airs our goods and land belonging and pertaining to the provestrie of the Dombe Church in Bargan in norvay or as it is called the apostles land goods ; speceallie to the said Peter Petersone for sextein thowsand aught hundredth sevintein rix Dollors 3¼ - 6s 4^d and till Charles Rosemeyer for achtein thousand two hundredth fowrthie rix Dollors and nyn 2s 1^d whyche maks and extends to in alle [*Thirty-five*] thousand sextie sex rix Dollors and ane half 16s : the Dollor being compted to 96 schilling Dense the valew wherof they have justlie and fully [*paid and accounted for*]. Which before written Apostles goods and land, with all farms and lands * * * * * belonging thereto together with their properties * * * * * and rent, [*dwelling-places*], (so far as we ar informed). Item, service work hunting and all other prerogatives and pertinent rents and teinds aither to land or of seas ; Item free customes fuir and unfuir incoming rents and right pertaining thairto whersomever of water or streams, corne land middowes woods marisches ground moss and muir fishe waters pastorage of the hie fields and waters weat and dry, and what other belongs yrto, nothing in noways excepted, what now presentlie pertains or what formerlie hath pertained thairto or justly ought to belong yrto, everie way and maner so fare as the right hono^l oluff Rosenkrantz of Egholme and his full power Offue Jansone who hade the governing and farme of it now to the forsaid peter petersone and Charles Rosemeyer thair wyves and airs to be injoyed used beholden and posest be them or any whome-soever they shall have or appoint for ane pandt and Weddsett to be used and injoyed as said is without any further compt or debursement quytt and frie beginning from Philip Jacobis day last in this present year 1661 and so furthe to continue ay and while the same be redeemed again by us or our

successor Kings of Denmark or Royall familie or airs for the forsaid summa for the whiche it is now pandet and weddsett : And the forsaid apostles land goods other pertinent goods belonging yrto disponed to thame and thair airs with the lyk conditione and chose as is granted to thame to aggree and dispone to vthers either in haill or in pairt to enjoy [*with*] the same conditione ; So alwayes the forsaid peter petersone and Charles Rosemeyer and thair airs, thair full power or choss w^t whom they aggree, shall hold the tenents duelling upone the forsaid weddsett goods with Law and Justice, and to answer and defend thame from all wrong, that non of thame be unjustly wronged with new burdens no maner of way by ony that will undertake any new Impositione upone thame against the laws and Charter¹ rights of the said Lands : Item they thair airs and successours may enjoy or lett enjoy the said goods and pertinents belonging yrto lawfullie : and when the said rowmes and houses or pairts yrof decay and ly waist, the same to be repaired by thame upone a reasonable way; untill the former possessour bairns or next airs be capable or known to be capable, as best information can be given and posest be thame according to the lawes and custome of the Land : nather shall it be granted that any propertie of the fairsaid goods or rowmes or housses belonging yrto shalbe deminshed or taken away in no maner of wayes untill the said weddsett goods be redeemed again be us or our successor Kings of Denmark and Norway or our airs : and the tennants belonging yrto ar to be subject and obedient to worke and land service on a reasonable maner according to the lawes and custome of Norway ar oblidge thairto, To the fairsaid Peter Petersone Charles Rosemeyer or to those unto whome they * * * * and if they find any of the fairsaid Land goods as above wrettin takin away, in that caise they ar to repaire thameselves according to Law and Justice, In lyk maner if they find any to have imposed any burden or ruyne on the tennants, and if reveilled to thame being against thair rental right, In that caise to assist the tennant by Justice to be repaired and restored to that whiche they unjustlie were forced to give out, That they may be confirmed and able to subsist : And the forsaid weddsett goods als above wrettin to be injoyed and used by thame or vtheris in thair name to their best profite and advantage in all maner of way als they can : Item in the mean tyme shall non of thame be oblidge no tyme for horss service or no vther maner of thing nowayes untill and so long this be redeemed again, nather oblidge to give thairout any stockfishe or by

¹ This should be "Rental Book" (*Jordetog*), in which the tenants' rights were entered.

ony shippes to make any change or alteratione untill the said goods be redeemed again : and what former levieing of men is in use by the forsaid goods shall continue in its full power now als in former tyme : Als lykwayes the taxatione to be payed according as it hath been or shallbe Imposed heirefter, and the foirsaid Peter Petersone and Charles Rosemeyer their wyves and aires and [*any one to whom they will intrust it, may levy and receive*] the taxation and pay it at Bergen's House, and inspect that it be righteously proceedit. And if so be we be myndet to nobilitate and dispone the said apostles land goods properlye we will first graciouslie offer the same to the Peter Petersone and Charles Rosenmeyer and thair aires to injoy it before any vther. Bot if so be we or our successor Kings of Denmark and Norway our royall familie or aires be pleased graciouslie to redeem the foirsaid weddsett goods in again We will make lawfull warning and premonitioneane whole year before the tyme, and then the same weddsett and pandet goods to returne to us¹ upone the payment of the same summa wherfor it wes pandet. In the mean tyme all we and ilk on of us Peter Petersone Charles Rosenmeyer thair wyves and aires or persons unto whom they weddset or [*grant*] full power, oblidge us That they attempt or do nothing in contrare of the above wrettin no maner of way under the pain of our maiesties highest displeaser Given out upone o^r Royall residence in Kiobenhauen the 25 of July anno 1661 vnder our Signet.

FRIDRICK.

B.

(*Assignment*—P. PETERSONE and C. ROSENMEYER to N. and P. HANSONE, 1661.)

We wnderwreatin and subscryuand Peter Petersone Provost in Kiobenhauen and Charles Rosenmeyer burges and mercheand of the said towne : and by thir presents make knowin to all : That in regaird the Kings ma^{tie} our gracious souerayne lord hath weddsett and disponed to us and our aires : The provestrie of the Dombe church of Bargan called the apostles land goods, lying in Norway, for Threttie fyve thousand sextie sex rix Dollors and ane half sextein shillings wherin his ma^{tie} hath graciouslie granted us to weddsett, and dispone to vtheris with the lyk chose and conditione according as is contained in his Ma^{ies} lr^{es} of pand and weddsett daitted att Kiobenhauen the 25 of July anno 1661 : Wherefore we be thir presents giues full power to the right respective

¹ The original here contains the words "our heirs and successors," which the translator has omitted.

and understanding men Neils Hansone formerlie Proveist of Helsonore and his loving brother Peter Hansone counsellar of Bergan That they undertake in our name the full charge thair of The provestrie of Bergan Dumbkirks land or apostles Land called, as lykwayes to caus lift and receive the duietie and rent yrof and make the best advantage of it all maner of way as they can, according as is granted to us and compted from Philips day 1661 [*and so on?*] for the yearlie usuall [*rent*]; and [*whatsoever under*] the contract or agreement betwixt the foirsaid provest Peter Petersone in his owin or his louing brothir of law Charles Rosenmeyers name and what my louing father Peter Petersone Proveist letteth or doeth heirin shal be me, Charles Rosenmeyer and my airs, holden good, unrecalled, and fulfilled, in all maner of way : as lykwayes is granted to ws, To the forsaid Neils Hansone and his louing brother in law Peter Hansone full and sufficient power to weddsett and dispone from ws our wyves and aires the said apostels land goods, to any who ar pleased to agree with thame, with the lyke right of weddsett, and all other prerogatives, lyk as our gracious soverayne hath granted and delyuered to thame the origeanal letters of weddsett rights as is yrin conteind in all poyns : And what moneyes it shall happin thame to receave in both yair names or what they delyuer to Peter Petersone provost of Kiobenhauen or to his factor Peter Hansone att Hamburghe shalbe as valide and sufficient as gine we hade receaved it in our owin hands : and we promeis and oblige ws to giue letters and sufficient securitie to euerie on that shall happin to agree in this weddsett and to giue thame cōsent accordinglie, when it is requyred of us : In witnes heirof that this is done without any fraud or guyll, and to be keiped and fulfilled without any recalling, We have subscriued the same with our owin hands and heirto fixed our signets att Kiobenhauen the [5th] of August anno [1661].

PEDER PEDERSONE. CHARLES ROSENMEYER.

my hand

That this is the right coppie of the originale In Witnes heirof we Respective Provost and Counsale of Bargane upone * * * have caused fix thair towns seall.

In uberiorem testificationem subscribo

JOHANNES THOMEUS RŪS, Notar : public :
Bergensis insignia

This to be the treu translation of the above wreattin origeanaell coppies I heir wreattin and subscrivand testifie and approoff. Att Edr 1 Julii 1662.

DAVID FORBES, Translator.

These contemporary translations of two of the principal documents in this series of conveyancing preserved in the Sumburgh Charter Chest, though not perhaps altogether accurate renderings, are really the title understood and founded upon at the time, rather than their Danish originals. The whole terms, clauses, and conditions are an interesting study from every point of view. In the order of title, the Deed No. I. printed in the text (see *ante*) conveying the lands from Pederson and Rosemeyer to Captain Middleton, confirmed by the king, properly comes in here. Strange to say, that document is not founded upon or referred to in the Scotch conveyance which follows, from Captain Middleton to William Bruce of Sumburgh. Middleton, in that conveyance, derives his title from a deed in his favour dated 20th October 1661 by Neils Hansen and Peder Hansen, as commissioners for Pedersen and Rosenmeyer under the commission to them of date 5th August 1661, printed above (Appendix B). There is no translation preserved of this deed in Middleton's favour by the two commissioners, but its terms are very similar to those of the conveyance to him by Pederson and Rosenmeyer (Deed No. I. in the text) of the same date. There is, therefore, no occasion for introducing it here.

C.

(CONTRACT BETWEEN WILLIAM BRUCE OF SUMBRUGH AND
CAPTAIN LAWRENCE MIDLETOUN, 1663.)

At Skalloway banks The sixteenth day of Feb. the yeire of God [*j^m vi^e sixty*] thrie yeires The qlk Day it is condescendit upon contractit and finallie [*ended*] Betuixt William Bruce of Soumbroche on the ane part and Lieut. [*Law-*]rence Midletoun and Maria Consta[*nsy M*]an Mander his spous for herself on the other part In maner forme and effect as after followes That is to say fflorsameikle as his Majestie fridericus the third now present King of Denmark and Noraway &c. Hes by his Royall Gift and Letters of Wodsett of date at Koibenhaven the twintie fyve of July J^m vj c/ sixtie ane yeires wadsetted sauld and Disponed to the honourable Peter Petersone Provost of Koibenhaven Charles Rosemeier Burges and Merchand of the same

Citie and to their wyfes bairns aires and assignayes ffor the soume of Threttie fyve Thousand sixtie six and ane half silver Dollers with sixteen Schillings Dense money All and Hail That part of his Majesties Lands and Landrent Called and Designed in the said Gift and Letters of Wodsett The Lands belonging to the Provostrie or Doom-Church of Bergan or urtherways called and Designit the Apostles Land-Goods Under [wadsett] and Redecmable fra the said Peter Petersone Charles Rosemeiier and their * * * for pay^t againe to them by his said Majestie of Denmark and Noraway &c. of [the said] soume of 35066½ rex Dollars 16 *s.* Dense money and also his said Mätie of Denmark and Noraway &c. hes Royallie gra[n]tit That if the here^{le} right and Intrese of the saids Lands and Landrent Be at any tyme heirefter sauld and annalied from the Royal Crowne of Denmark and Noraway In that caise the said Peter Petersone [and] Charles Rosenmeiier sall be first preferred to the acqyreing and having theirof before any others of his said Mäties subjects as at maire length is contef[nit] in the said Letter of Gift of the Date abovewritten And Lykas ffor sameikle as the said Peter Petersone and Charles Rosemeiier by their Lettres and Resignation assignation translation and full powar and coñission of the Date at Kiobenhaven the fyfth day of August and yeire of God 1661 yeires Have Resignit assignit translated and transferred All right standing in their persons and competent to them [and] their forsaid To have or bruike In and to the Lands of the said Provostrie or Apostles Land Goods whersoever the same lyes To and in favours of Neils Hansen Provost of Helsinure and to Peter Hansen Counsellor of Bergan his brother and hes coñittit to them full power and coñission To sett raise sell Dispone Dilapidat and away put to any persone or persones at their pleasure the saids Lands and Landrents or any part [thereof as] they shall think expedient [provyd]ing that whatsoever sall be done by the saids [Niels] Hansen and his said brother theiranent sall be as valide to any persone or persones [who] shall Transact with or take right from them to all or any part of the forsaid Lands or Landrent as if the said Peter Petersone and Charles Rosemeiier were the Doers therof themselves As is all more ample exprest in the said Lettres of Translation and Coñission of the Dait abovewritten Conforme to the tennor of the quhilks Lettres of Assignation and Translation full power and Coñission The said Neills and Peter Hansen his brother in name and behalf of the said Peter Petersone and Charles Rosemeiier and conforme to the tennor of the Coñission grantit to them to that effect of the dait abonewritten For the sume of ane Thoussand and fiftie rex silver Dollers

payede and delyvered to them by the said Captaine Livetenant Lawrence Middleton and his said spous Have sauld Wadsett Dispned Transferred and Assignit To Them their aires Successors and assignayes whatsomever That part of the Lands belonging to the Provestrie of the Doom-Church of Bergan which Lyes in Zetland called usuallie the Provost Lands or Apostles goods there or the Umbooth goods of Soumbroche which payes yeirlye according to the usuall Rentall and Use a payment of fyve barrell of butter, and [*ten pa*]cks of wodmell As their Lettres [*of*] Wadsett Translation and assignation To the said [*Captaine*] Livetenant and his said spous thereanent of the Dait at Bergan the twintie day of October and yeire of God 1661 yeires in the self maire fullie proports And [* * *] the said Captane Livetenant and [*his*] said spous by vertew of the forsaid originall [*Gift*] and Letter of Wodsett Grantit by his said Majestie of Denmark &c. to the said P[*eter Petersone*] and Charles Rosemeier and also by vertew and powar of the full powar [*and Commission granted by*] the said Peter and Charles To the said Neills and Peter Hansens * * * * * * * * * * assignment and Translation grantit by them to [*Captaine Livetenant Middleton and his*] said spous Having right to dispose upon that par[*t*] * * * * * * * within Zetland and to the yeirlye Landrent in use to be * * * * * * * of Denmark as said is And Lykwise having powar by * * * * * * * Gifts and [*Assign*]ations Translations * * * * * * * * * * * * * and * * * the same at their pleasure for the causes after specifeit The said Captane Livetenant and his said spous with mutuall and uniforme consent and assent of others By the tennor of this present contract Bind and oblise them their aires and Successors to sell Wodsett assigne Transfer and Dispone Lykas they both with mutuall and uniforme consent and assent forsaid And the said Captane Livetenant takand burdeen in and upon him for his said spous for her Intress By thir presents Wodsetts sells Dispones and assignes to the said William Bruce and to his aires Successors and assignayes for ever The forsaid Lands of the said Provostrie together with the Landrent theirow forsaid lyand within Zetland And transfers all right and title thereto now standing in the pérons of the said Captaine Livetenant and his said spous Either by vertew of the abone mentionat Lettres of Wodsett and Royall Gift grantit by his said Majestie of Denmark &c. to the said Peter Petersone and Charles Rosemeier or by the Lettres of Assignation full powar and Co[m]mission Grantit by them to the said Neills and Peter Hansens or yet by the right of Wodsett assignation and Translation Grantit by the said Neills and Peter Hansens To him

and his said spous, To and in the special favours of the said William Bruce and his forsaid and Surrogats and Substituts him and them in their full right and place therof for ever During the none Redemption of the same in maner abone and after exprest And in Coroboration and fortification of the forsaid Lettres of Assignation Transference Wodsett and Translation abone exprest The Captane Livetenant and his said spous and their forsaid Bind and oblige them by thir presentis To give up and Delyver to the said William Bruce and his forsaid The extracts of the abone specifeit Lettres of Wodsett and Royall Gift grantit by his said Majestie of Denmark and of the Letters of Transference and Comission grantit by the said Peter Petersone and Charles Rosemeier Together with the Extract of the Letters of Wodsett assignation and Transference grantit by the said Neills and Peter Hansens to the said Captane Livetenant and his said spous all under the Towne seille and cler * * subscription of Bergan To be keipit and used by the said William Bruce as his owen right * * and securities And to be interpret in favours of him and his forsaid to all Intents and purposes for his securitie in the Lands and Landrent of the said provestrie Sicklyke * * * als fullie and frielie as they were competent before the makeing And granting heirof in the persones of the said Captane Liev^t and his said spous or their forsaid in all tyme heirafter comeing For the quhilks caus The said William Bruce by the tenor of this present Contract Binds and obliesses him and his aires Executors assignayes Successors to him in his Lands and heretages and Intrometters with his goods and geare qtsomever To thankfullie content pay and delyver to the said Captane Liev^t Lawrence Midletoun his said spous and to their aires executors and assignayes All and haill the sume and number of ane thousand and fiftie rex Silver dollers [*in*] maner and [*at*] the termes aftermentionat viz^t the sume of ane hundreth seventie and * * rex dollers [*at*] the terme of Quhitsonday nixtocum and the sume of ane hundreth * * * * * at Mertinmass Therafter, with fiftie rex Dollers incaise of faillie for * * * * * to pay the soume of * * * hundreth rex Dollers and fiftie * * * * * j^m/vjc/ sixtie foure yeires [*and*] also to pay the lyke soume of * * * * * rex Dollers in full [*and comp*]leit payt of the said soume of * * * * * at the terme of Mertinmass j^m/vjc/ sixtie fyve yeires together [*with*] the sume of ane hundreth rex Dollers Incaise of faillie for either of the said two last termes Together with Dew a[*n*ual] rent for the severall & [*respective?*] soumes of money above specefeit the termes of payment being always come and bygone swa lang as the same sall therafter

remaine unpayed to the said Captane Leiv^t his said spous and their forsaid
 conforme to the Intention of this present Contract and also the said William
 Bruce by and attour the said sume of ane Thousand and fiftie rex Dollers to
 be payed by him in maner above exprest Binds and oblisses him and his for-
 saids To make subscrive and Delyver To George Midlton father to the said
 Captane Lawrence Midlton and to Margarat Tyrie his spous and the langest
 liveand of them Twa ane valide right and Securitie of All and hail his Ten
 and half merk land of the Lands belonging to the said provostrie with the
 housses biggings and pertinents therof lyand in Hellines To be bruiked by
 them and the Langest Liveand of them twa in Lyfrent only During all the
 dayes of their Lyfetymes At least to be bruiked by them so long as the said
 William Bruce and his forsaid shall Injoy the right and wodsett of the
 abovementionat provost Lands * * * * By vertew of the rights therof
 now grantit to them by the said Captane Liev^t and his said spous Lykas also
 the said William Bruce Binds and oblisses him and his abonespecifeit To make
 perfect subscrive and delyver upon demand To the said Captane Liev^t and his
 said spous and to their aires successors and assignes q^tsomever alwise respecting
 the provisions underwreatten Ane valide right and securitie extendit in ample
 forme Wherby he shall Infett and Sease them in all and hail his seventein
 merkland Six pennies the merk in Levanwick and ane merkland in Hoiswick
 Eight pennies the merk with the housses Biggings and pertinents therof And
 shall enter and put them in the peaceable possession of the same [(Marginal
 addition)—and the said George Midltoun and his said spous in [peas]able
 poss[essioun * * *] lands * * * * *] at the Feast and terme of
 Quhytsunday nixtocum in this Instant yeire provyding alwayes lykas it is
 specialie pro[vydit] by express condition heirof That quenever It shall happen
 his said Majestie the [King of Denmark, &c.] or his Royall aires and successors
 To caus make good and thankful pay^t To the said [William Bruce] or to his
 aires successors and assignayes of the said sume of Ane Thousand and fiftie
 Rex Dollers [for] Redeeming againe of the lands belonging to the forsaid pro-
 vostrie lyand [within Zetland * * *] William Bruce and his forsaid in
 that caise to retorne againe in the * * * * * before the making and
 granting heirof they have been * * lands by and within [Zetland * *]
 of the usuall rentale Dewtie theirow above specifeit * * his said majestieand his
 Royall aires and successors as in former tymes Then and in that caise The
 said Captane Liev^t Lawrence Midletoun his said spous their aires successors
 and assignayes q^tsomever sall be holden and astrictit bunden and obleist Lykas

By thir presents they bind and obliiss them That they shall not onlie caus the said George Midletoun and his said spous If both or either of them sall then happen to be on lyfe To Renunce and give over their said Lyfrent right of the saids Lands of Hellines and enter the said William Bruce and his forsaid againe to the possession of the same with the housses and pertinents therof But also they and their forsaid Incaise of the forsaid Redemption sall be holden and astricted and Doe heirby bind and obliiss themselves and their forsaid To Dimitt Give over and Renunce Their right and possession which is now to be made and given to them by the said William Bruce of all and hail The said seventeen merkland in Levanwick and ane merkland in Hoiswick againe in favours of him and his forsaid [and to] put him and them in the peaceable possession therof at the first Qtsonday or Mertinmas [* *] after the payt of the said sune of Ane Thousand and fiftie rex Dollers by his said [Majestie] of Denmark or his Royall aires and successors To the said William Bruce and his forsaid for the Redeeming of the forsaid Lands of the said Provostrie And for both the saide parties their better securitie anent the premisses they bind and obliiss them and their forsaid *hinc inde* to uthers To renew and Reiterat this presen tcontract [and] condition to uthers sa often as they sall be Lawfullie requyred therto before * * and Witnesses as effeires [aye and] quhill they find themselves [each and] other of them sufficientlie and fullie secured anent the conditions therof And to * * the * * tennor clauses and conditions of the same to uther But prorogation fraud [or guyle] and that under the * * and penaltie of Thrie hundreth and fiftie rex Dollers To be payed by the parties breaker and faillier To the parties keepar and observer As for coast skaith and Damage By and attour the fulfilling of the haill promisses to uthers as is above specefeit in all poynts And for the maire secure [* * thereof] the said parties Consent that thir presents may be Insert and Registrat in the bookes of Counsell and Session or Shereffe Court bookes of Orkney and Zetland To have the strength of ane act and Decreit of the Judges therof interponed heirto That Lettres and Executoriallis of Horneing poynding and uther needfull upon ane simple charge of Ten dayes allenarlie may be direct heirupon in forme as effeires And for Registration hereof they make and constitut * * * * * Their Lawfull prois to compeire and consent firme and stable halding and for to halde Witness This present Contract written in the bodie by Gilbert Neven of Scousbrugh Is subscrivit by the said parties Day moneth yeire and place abone specefeit Before thir Witnesses Lawrence Umphray of Sand Thomas Cheyne of

Waley Johne Umphray of Asta Mr Gilbert Hendrie of Qahitness and the said Gilbert Neven wreatter heirof.

WILLIAM BRUCE.

LOWRENCE MIDDILTOUN.

MARIA CONSTANSY MAN

MANDER.

LAWRENCE UMPHRAY Witness

THOMAS CHEYNE Witness

JOHAN UMPHRAY Witness

GILB : HENDRIE Witness

GILB : NEVEN Witness.

Besides the various deeds above from the charter chest of Sumburgh, another interesting document from the same quarter, the DECRET OF SPULZIE by the Lords of Council and Session against Patrick Stewart, Earl of Orkney, 4th October 1609, at the instance of William Bruce, first of Symbister and Sumburgh, for a raid upon the House of Sumburgh, is printed in the "Archæologica Scotica," vol. iv. pp. 385, 389.