

Extract Contract of Marriage between John Brebner and Margaret Dickson

brebner.com

(followed by the Inventory of John Brebner)

1861

At Aberdeen the ninth day of May in the year One thousand eight hundred and sixty one. In presence of **Archibald Davidson**, Esquire Advocate Commissary of the Commissariat of Aberdeen. Compeared **Charles Chalmers** Advocate in Aberdeen as Procurator and gave in the Contract of Marriage underwritten and craven that the same might along with and Inventory of the Personal Estate of the after designed now deceased **John Brebner** and an Extract Act and Decree appointing **Charles Graham Monro** to be Judicial Factor on the said deceased's Estates to be insert and registered in the Commissary Court Books of Aberdeenshire in terms of the Acts of Parliament 44 Geo: III Cap 98 and 48 Geo: III Cap 149. Which request the Commissary foresaid finding reasonable ordained the same to be done accordingly and of which Contract of Marriage (the Principal being written on stamped paper) the tenor follows viz;

It is contracted, agreed upon and matrimonially ended, between the parties following, viz: **John Brebner**, Esquire, Contractor residing in Aberdeen, on the one part, and Miss **Margaret Dickson**, residing in Aberdeen, on the other part, in manner following. That is to say, The said parties have accepted and hereby accept of each other for lawful spouses, and promise to solemnize the holy bond of Marriage with all convenient speed, agreeably to the rules of the Church; In contemplation of which marriage the said **John Brebner** Binds and obliges himself, his heirs and successors to content and pay to the said **Margaret Dickson** in case she shall survive him, a yearly annuity of Twenty six pounds Sterling, and that at two terms in the year, Whitsunday and Martinmas in equal portions, commencing the first terms payment at whichever of these terms shall first happen after his death with a fifth part more of penalty in case of failure, and the legal Interest of each terms payment during the non payment thereof: But declaring always as it is hereby specially provided and declared that in the event of the said **Margaret Dickson** entering into a second marriage, her right to said annuity shall ipso facto cease and determine, unless she shall satisfy the majority of the Trustees and Executors who shall be appointed in any Deed of Settlement to be hereafter executed by the said **John Brebner** that the Husband of such Second marriage shall at the time of such marriage be possessed of property real or moveable or both to the extent at least of Two thousand pounds Sterling over and above all debts and obligations due by him; which provisions above written conceived in favor of the said **Margaret Dickson** she hereby accepts of in full satisfaction of all terce(?) of lands, legal share of moveables and every other thing that she jure relicta or otherwise could ask, claim, or demand from the said **John Brebner**, or his heirs, Executors and Representatives by and through his death if she shall survive him, or that her nearest of kin could ask or demand from him through her death, if he shall survive her; And it is hereby agreed upon and Declared that although the said Marriage be dissolved within a year and a day after the solemnization thereof, without a living child having been born of the same, yet this Contract and whole clauses herein contained shall subsist and continue in full force any law or practice to the contrary notwithstanding; And both parties consent to the registration hereof in the Books of Council and Session or other competent therein to remain for preservation, and that Letters of Horning on Six **as charge, and all other necessary execution may pass on a Decree to be interponed hereto in common form : And thereto they Constitute their Procurators Fcl. In witness whereof these presents written upon the face of this Sheet of Stamped paper by **James Crockatt**, Clerk to **Messieurs Kinnear and Munro**, Writes in Stonehaven, Are subscribed along with the marginal addition.

Stonehaven 8th May 1861. This is the antenuptial Contract of Marriage referred to in the oath to the Inventory of the Personal Estate of the deceased **John Brebner**, Contractor, Aberdeen, sworn of the date.

(signed) **C. Graham Monro, Ar. W. Kinnear** J.P.

Extracted on this and the Seven preceding pages by me Commissary Clerk Depute of Aberdeenshire.

Extract Inventory of The Personal Estate of John Brebner

1861

At Aberdeen the ninth day of May, in the year one thousand eight hundred and sixty-one. In presence of **Archibald Davidson**, Esquire, Advocate, Commissary of the Commissariat of Aberdeen. Compeared **Charles Chalmers**, Advocate in Aberdeen, as procurator, and gave in the Inventory of the Personal Estate of the after designed, now deceased, **John Brebner**, and oath thereon underwritten and craved that the same might (along with a Contract of Marriage executed by him and **Margaret Dickson**, and an Extract Act and Decree appointing **Charles Graham Monro** to be Judicial Factor on the Estate of the said deceased) be insert and registered in the Commissary Court Books of Aberdeenshire in terms of the Act of Parliament passed in the 48th year of the reign of His Majesty Geo: III Cap: 149, entitled "An Act for repealing the Stamp-duties on Deeds, Law-proceedings, and other written or printed Instruments, and the duties on legacies, and succession to personal Estates upon Intestacies now payable in Great Britain and for granting new duties in lieu thereof", which request the Commissary foresaid finding reasonable ordained the same to be done accordingly and of which Inventory (the principal being written on paper Stamped according to law) the tenor follows, namely:

Inventory of the Personal Estate, wheretoever situated of **John Brebner**, Contractor in Aberdeen, who died at Badenscoth House in the County of Aberdeen, on the second day of January Eighteen hundred and fifty seven.

Primo	Cash found in the deceased's Repositories	£2/1/5 ½
Secundo	Balance at the deceased's Credit on Current Account kept by him with the <i>British Linen Company's Bank</i> at Aberdeen.	£13,750/11/4
	Interest on said Account to the date of deceased's death	£143/7/4
	Ditto to 12 th March 1857, when amount uplifted meet payments due from the estate.	£91/-/4
	Sum standing at the credit of the deceased's Current Account with the <i>Aberdeen Town and County Banking Company</i> at Stonehaven.	£17/2/3
	Interest to the date of deceased's death Ditto to 25 th January 1859 when amount uplifted to meet payments due from the estate	£1/-/11
Tertio	Furniture, Plate, Linen, China, Books, Pictures, Wearing Apparel, Jewels and Ornaments, per Inventory and Valuation under the hand of James Officer , Auctioneer and Appraiser, Stonehaven.	£430/1/-
Quarto	Railway Plant, Horses and Railway Implements and other Stock in Trade per Inventory and Valuation under the hand of James Officer . Licensed Auctioneer and Appraiser in Stonehaven	£14435/14/8 ½
		£2863/1/10
	Value of deceased's dog	£3/-/-
Quinto	Sum contained in Policy of Assurance on the deceased's life granted by the <i>United Kingdom Life Assurance Company</i>	£2000/-/-
	Bonus additions thereto	£115/-/-
Sexto	Amount of holograph I.O.U by Charles Brebner deceased's Father dated 20 th May 1850	£515/16/-
	Note. This sum is only payable without Interest at the death of Charles Brebner : From his circumstances it is not estimated to be worth more than	£50/-/-
	Amount of Robert Brebner , the deceased's Brother's I.O.U. dated 24 th March 1851	£64/-/-

	Interest thereon to deceased's death	£18/9/9
	Amount of the said Robert Brebner's letter of acknowledgment Dated 6 th October 1853	£3/-/-
	Interest to deceased's death	£-/9/8 ½
	Interest of the two last mentioned debts from the date of death to 10 th March 1858 when paid up	£3/15/-
	Amount contained in acknowledgement, dated 27 th November 1850, by James Eslement , Coline, and George Eslement , Coline to the deceased,	£20/-/-
	Interest thereof to the deceased's death	£6/2/-
	Ditto to date of cash to Inventory	£4/5/11
	Estimated to be worth not more than	£5/-/-
Carried forward	£144/14/6	£19,416/16/6 ½
	Amount contained in holograph acknowledgement dated 3 rd September 1853 by James Eslement Coline, to the deceased	£40/-/-
	Interest thereof to deceased's death	£6/13/3
	Ditto to oath of inventory	£8/11/10
	Estimated to be worth not more than	£10/-/-
	Amount due by John Forbes Esquire of Haddo to the deceased on a Horse purchased from the deceased immediately before his death	£20/-/-
Sexto	Amount due by Alexander Brebner , deceased's Brother to the Deceased.	£220/13
	Note. This debt from the circumstances of the debtor estimated to be not worth more than	£20/-/-
	Amount of the tenth certificate or Instrument to Account of the Works of the <i>Banff Macduff and Turriff Junction Railway</i> payable on 6 th January 1857, and comprehending Works executed during the month preceding	£2909/13/-
	Interest thereof from 6 th to 30 th January 1857 when same paid	£ 9/11/4
	Amount contained in the promissory note by the <i>Banff Macduff and Turriff Junction Railway</i> dated 18 th October 1856, and payable three months after date.	£1872/4/3
	Interest thereof to 14 th February 1857 when paid	£5/18/-
	Amount due by the <i>Banff Macduff and Turriff Junction Railway Company</i> , to the deceased, and paid after his death, being Interest from 22 nd August to 20 th December 1856 of Calls paid in Advance on the deceased's shares in that undertaking.	£ 60/-/-
	Amount of Instrument to Account of the Works of deceased's section of the <i>Great North of Scotland Railway</i> due 5 th January 1857, and paid after the death	£1115/2/3

	Cash from Messr's Mitchell Dean and Company , on account of deceased's interest as a Partner of that firm, for executing the Works of the <i>Great North of Scotland Railway</i>	£1212/10/-
	(document notes "error" , with carried forward amount erased)	
	Error in deceased's Account with Mr.A.J. Ironside , Huntly, paid by deceased on 4 th October 1856, discovered and repaid after his death.	£-/4/3
	Balance on the Accounts of Intromissions by John Norris , deceased's Engineer.	£22/13/9
	Ditto by William Peters , deceased's Clerk	£7/17/9
	Ditto by Alexander Brebner , deceased's Overseer of Railway Works	£52/7/1
Septimo	1,250 Shares of £10 each in the <i>Alford Valley Railway</i> upon which a Deposit of £1562/10/ or 25/- per share was paid by the deceased, viz; 3 shares sold at par, 23 rd December 1858	£3/15/0
	1,247 Shares at £ 52/10/- pcent, being the last quotation prior to the date of Oath on Inventory	£818/6/10 ½
	Dividend of £2 p. cent p. annum for the period from 21 st March to 31 st August 1859, being the only dividend accrued on said shares less Income Tax	£138/-/-
	650 Preference Shares of £10 each in the <i>Great North of Scotland Railway</i> , quoted at the price of £130 per £100 on the date of oath to Inventory	£8450/-/-
	Dividend thereon for the year ended 31 st August 1857, at 10/- per share less Income Tax	£308/15/0
	Dividend thereon for the year ended 31 st August 1858, less Income Tax	£316/17/6
	Ditto for 11 months at £5/9/1 per centum per annum, less Income Tax	£316/4/-
	Dividend on said shares for the half year to 31 st January 1860 at 6 per centum per annum, less Income Tax	£187/13/9
	Ditto for the half year to 31 st July 1860, at 7 p. centum per annum, less Tax	£218/9/10
	Ditto for the half year to 31 st January 1861 at 6 ½ per centum per annum, less Income Tax	£202/8/1
	925 Shares of £10 each in the <i>Inverness and Aberdeen Junction Railway</i> upon which a Deposit of £1387/10/- was paid by the deceased viz.; 920 shares sold 24 th March 1860 at £10 below par	£1248/15/-
	5 Shares at £9/10/- per £9/10/- per £10 share being the last quotation at the date of the Oath to the Inventory	£7/2/6
	Dividend on said 925 shares for the half year to 28 th February 1859, according to amount paid up at date of death	£16/18/10

	Ditto to 31 st August 1859	£23/6/10
	Ditto on 5 shares for half year to 28 th February 1860, according to amount paid up at date of death	£-/2/11
	Ditto to 31 st August 1860,	£-/2/11
	300 shares of £10 each in the <i>Banff Macduff and Turriff Junction Railway</i> , upon which a Deposit of £7/- per Share was paid by the deceased: Price £3 per £10 , being the last quotation at the date of the oath to the Inventory.	£6300/-/-
Octavo	Eight Sixty-Fourth shares of the ship "Sea" of Montrose of the registered tonnage of 376 tons- Estimated value thereof	£50/-/-
Nono	Value of the following Railway Contracts entered into by the said now deceased John Brebner , the Works of which have not commenced at the date of his death, viz.;	
	Contract for making the <i>Alford Valley Railway</i> , sublet after Mr. Brebner's death at a profit payable as the works proceeded of...	£7,205/-/-
	But subject to the loss on shares held by deceased in said undertaking, which shares formed part of his Contract: 1,247 £10 shares now quoted at £5/5/- igitur	£5,923/5/-
	Contract for making a portion of the <i>Inverness and Aberdeen Junction Railway</i> sublet after Mr. Brebner's death at a profit, payable as the works preceded of	£4500/0/0
	subject to the loss on shares held by the deceased in said undertaking, which shares formed part of his contract: 920 £10 shares sold at £9 each and 5 now quoted at £9/10/-	£922/10
	Summa of the Inventory	£50,221/5/7

Fifty Thousand, two hundred and twenty one pounds five shillings and Sevenpence Sterling.

(signed) **C. Graham Monro, A.W. Kinnear J.P.** Follows tenor of Executors's oath, namely: At Stonehaven the eighth day of May, One thousand, eight hundred , and sixty one, In presence of **Arthur Wellesley Kinnear**, Esquire, One of Her Majesty's Justices of the Peace for the County of Kincardineshire. Appeared **Charles Graham Monro**, Writter on Stonehaven, Judicial Factor on the Estates of the deceased **John Brebner**, Contractor in Aberdeen, who being solemnly sworn and examined, Depones that the said **John Brebner** died at Badenscoth House in the County of Aberdeen upon the second day of January Eighteen hundred and fifty-seven, and the Deponent has entered upon the possession and management of the deceased's Estate as Judicial Factor appointed thereon by Act and Decree of the Court of Session dated the fourth February and extracted the fourth March Eighteen hundred and fifty-seven, a copy of an Extract whereof is now exhibited and signed by the Deponent and the said **Arthur Wellesley Kinnear** of this date, as relative hereto: That the Deponent does not know of any Testamentary Settlement or Writing relative to the disposal of the deceased's personal Estate or Effects , or any part thereof, other than an Antenuptial Contract of Marriage executed by him and **Miss Margaret Dickson**, afterwards **Brebner**, now his Widow, dated the nineteenth and twentieth days of July Eighteen Hundred and Fifty-two which is now exhibited and signed by the Deponent and the said **Arthur Wellesley Kinnear** of this date as relative hereto: That the foregoing Inventory, signed by the Deponent and said **Arthur Wellesley Kinnear** as relative hereto is a full and complete Inventory of the personal Estate and Effects of the said deceased **John Brebner**, wheresoever situated, and belonging or due to him beneficially at the time of his death, in so far as the same has come to the Deponent's knowledge. That the Deponent does not know of any money or property belonging to the deceased liable to the duty imposed by the Acts 23rd Vict: C: 15, and 23 and 24th Vict: C: 80" That the value at this date of the said personal estate and effects situated in the United Kingdom, including the proceeds accrued

thereon down to this date, is Fifty thousand pounds Sterling, and under Sixty thousand pounds Sterling: All which is truth as the Deponent shall answer to God.

(Signed) **C. Graham Monro, A.W. Kinnear, J.P.**

Extracted on this and nineteen preceding pages by me Commissary Clerk of Aberdeenshire.

(signed)

Written by **Robert Mitchell**
Collated by **Charles Warrack**

Comments:

John Brebner was one of 12 children to Tarland Farmer **Charles Brebner** and his wife **Isabella Simpson**.

He was first married to **Christian Esslemont** in 1838 in Forgue, and had three children in that marriage. **Christian** died OCT 1842 and was buried in Forgue. **John** remarried to **Margaret Dickson** in Aberdeen July 1852; first son **David Dickson Brebner** was born in December 1852 and died in 1860. Two other children followed, **Robert Charles Brebner** in 1854 and **Charles Simpson Brebner** in 1856 (who died in Liverpool at age 23 in 1879). **Robert Charles** married **Mary Elizabeth Wallace** in Edinburgh in 1877. **John's** estate was divided among his six children; that amount was just over £50,000.

It's interesting to note the debts owed by various family members at John's death: both to his father **Charles** and to brothers **Alexander** and minister **Robert**. None of these seemed to be deemed collectible at face value. Note that **Alexander** worked for his brother **John** as overseer on the railway works. **Alexander** was first married to **Agnes Ross** (1847, Nigg) and had four children with her. After her death in 1854 at age 29, he married her younger sister **Mary**, a union that the Church was less than happy with, forcing her to "undergo discipline" for twelve months for this transgression. Although they weren't married until 1860 in Aberdeen, there were three children previous to this union, conceived shortly after her sister **Agnes'** death.

Sons of the first marriage emigrated to the USA and were in Wyoming in 1880, coincidentally working on the railroad. I have not yet traced the descendants of these families.

See also the [will/inventory of David Dickson Brebner](#)...and the Poor Relief extract for **Margaret Dickson**.

View the [genealogy of the family...](#)

