

CC8/8/63 Robert Lauder 1647

Transcribed and Translated by Miles Kerr-Peterson for Mary McGonigal

Completed 7 July 2026 Contractions silently expanded.

Proper nouns capitalised, otherwise left as found. Some punctuation added for clarity.

TRANSCRIPTION

[Margin: Robert Lauder 8 of Junii 1647]

The testament dative and inventar of the goods, geir, sowmes of money and debtis pertaining to umquhill Robert Lauder of Gunegreine the tyme of his deceis, Quha deceist in the moneth of + the yeir of God jm vjc + years

Faithfullie maid ad given up be Frances Hepburne of Benistoune onlie executor dative decernit as executor to him in swa far as be contract marriage maid at Congiltoun the xij day of Marche 1636 yeirs betwixt the said umquhill Robert Lauder for himself and takand burding upone him for Mr Robert Lauder his sone on the ane part and umquhill William Congiltoun of that Ilk for himself and takand burding upone him for Anna Congiltoun his lawfull dochtir on the uthir pairt, Be vertew quhairof and for the marriage thane contractit and thereafter soleminizit betwixt the saids pairties, the said umquhill Robert Lauder band and oblist him his airs, executors and successors to dewlue and sufficientlie infest and sease be chartor and seasing the said Mr Robert Lauder his sone and the airs lawfullie to be gottin betwixt him and the said Anna Congiltoun, quhilkas failyng to the said Mr Robert his narrest and lawfull airs and successors quhatsumever heretibillie, in all and haill the said umquhill Robert his laiks of the West bo[.]nes lyand betwixt the Watter of Tyne on the west and Bethentoun on the eist togidder with the arrabill land and faulds rexine pertaining to the said laiks lyand within the muire commonlie

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Callit the Power Muire boundit in maner contenet in the said contract with houssis, biggings, yairdis and fourfoulds pertaining to the samyne with the pastorage of sax sowine of scheipe knyne on the ground of the saids lands, as also to feuerthrow the haill grass and pastorage of the saids lands of Westbarnes with the Ky and cattell of the rest of the fewars and tennents of the samyne land and with diverse uthers jorivebedges Particularlie mentionat in the said contract to the hauldine and with warrandice tharinmentionat,

and farder the said umquhill Robert band and oblist him and his foirsaidis to have in reddiness, imploy and bestow upone sufficient land and annualrent at the feist and terme of Martimes thane nixt thereafter in the said yeir of God 1636 yeiris, the sowme of xm markes money of this realme of Scotland with the sowme of vm markes money foirsaid givine in name of Tocher extending in the haill to xvm markes to the behove and for infestment to be givine thairto to the said Mr Robert Lauder and his said spous and thair foirsaidis at the sicht and be the advyse of the said umquhille Williame Congiltoun and failyieing of hime be deceis Patrick Congiltoun his eldest lawfull sone and apperand air,

And howest the foirsaid sowme sould be upliftit and taineup againe on that caice the said umquhill Robert band and obleist him and his foirsaidis also to imploy the samyne of new againe at the sicht and behest advyse foirsaid to the behove of the said Mr Robert his said spous and thair foirsaidis as is abovewrittin, lykas during the tyme of the quhlk sowme of xvm markes

money foirsaid sould remaine unpayit in the said umquhill Robert his hands the said umquhill Robert Band and obleist him and his foirsaidis to mak good and thankfull payment to the said master Robert Lauder his said spous and thair foirsaidis of ane yeirlye annualrent of xijc markes money foirsaid according to auht for the hundreth,

And that yearlie termlye and proportionallie swa lang as the said sowme sould remaine unupliftit in the said umquhill Robert his hands as is above mentionat,

And mair attour the said umquhill Robert Lauder band and obliet him and his foirsaidis to mak
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good and thankfull payment to the said Mr and his foirsaidis of the sowme of the uther ten thousand merkes money foirsaid, that that at any terme of Witsonday and mertimes following the deceiss of the said umquhill Robert and umquhill Margaret Hepburne his spous as the said contract and appointment of the dait foirsaid at mair lenth is contened in and to the quhill contract and appointment matrinomiall of the daitt, tennor and contents abovespeirit contenit tharintill and in and to the haill heids, articles, claussis and conditiones of the samyn conceavit and sett doune in favoures of the said Mr Robert Lauder and his foirsaidis, and in and to all actione instance or persute competent or that may be compellent to him tharby swa faw as the samyne may be extendit and haill executione againes the airs and executors of the said umquhill Robert Lauder his father allennarlie for payment of the sowme of xxm markes money foirsaid with the sowme of xijc markes restine auchtand of byganne annualrents and to the annualrents yeirlye and truelie in tyme cumming during the not payment of the said sowme and for observing and fulfilling to the said Mr Robert of the said contract in swa far as he is obleist to him for infetung him in the saids laiks, lands, pastaradge and privelegge abovewrittin lyand within the Bailliarye of Westbans and constabularie of Hadingtoun, the said master Robert Lauder be his lettres of assignatioun subscrivit with his hand of the daitt the sext day of Appryll 1697 yeiris instant for the caussis therincontentent hes maid and confirmite the said Frances Hepburne his undoubtit and irrevocabill cessionarand assignay and hes surrogate him and his foirsaidis in his full ryt and place thair of for evir, as the said assignation of the daitt foirsaid mair fullie proports And swa the said Frances Hepburne is onlie executor dative decernit as creditor to the said umquhill Robert Lauder for payment

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and satisfaction to him of the abovewrittin sowme of xxijj markes and of the sowme of xijc markes of annualrent bygane and in tyme cumming And for fufilling to him as assignay foirsaid of the haill uthers heids articles claussis and conditiones mantionat in the said contract and for payment to him of the expenssis of confirmatioun of this present testament in swa faw as the said umquhill Robert Lauder his goods, geir and debts underwrittin will extend to and as may be recoverit be him therof And that be decreit of the commissars of Edinburgh as the samyne of the daitt the [+] day of [+] 1697 yeires at mair lenth beirs.

In the first the said umquhill Robert Lauder had the goods, geir, sowmes of money and debts of the avail and pryces efter following pertaining to him the tyme of his deceas forsaid, viz:

In primis xij pund wecht of silver wark at xxxij lib vjs viijd the pund, summa iiijc lib

Item ane minitar and ane Broad agat estimat baith to xxvj lib xijjs iiijd

Item xj gold rings, ane ring with ane great pearle, ane ring with fyve rubies, and chrisalett sett with gold and ane imbroderit purse estimat all to lx lib

Item twa tablots of gold twa pair of gold bracelets twa great and small chaynes agat bracelets and pearlit chayne with ane pearlit belt estimat all to jc xx lib

Item threttie four purs pennies of gold and twa [+] of gold estimat all to lxxx lib

Item of lying money lxx thrie pund pieces and jc double angills extending in all to the sowme of jm vc xliij lib vjs viij d

Item the insyt plennischung of his dwelling house with the abulzements of his bodie estimat to the sowme of ijc lib by the airschipec

Summa of the Inventor ---- ijm iiijc xxx lib

Followes the debts awine to the deid

Item thair wes auchtand to the said umquhill Robert Lauder Be Sir Patrick Hepburne of Wauchtoune knyt iijc xlvj lib

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Deduceing the retention money conform to the acts of parliament for the annualrents of the principall sowme of xm

Item be the tennents of the borrow aikers of land at Dunbar xxx bolls quheit xxx bolls malt xl bolls beir and twa bolls aitts yeirlie the cropes 1695 and 1696 yeiris, pryce of ilk boll quheir vj lib, pryce of ilk boll malt v lib xs, pryce of ilk boll beir v lib and pryce of ilk boll aitts iij lib vjs viij d, deduceing the monthlie mentenance extending the said yeirs in the haill to jm lxxv lib vjs viij d

Item be the tennents of the lands of Belheavine xxiiij bolls beir yearlie the cropes 1695 and 1696 yeirs at v lib the boll deduceing the monethlie maintenance extending the saids years in the haill to ijc punds

Item be the tenants of the West Barnes Laiks twa bolls half boll quheit, ten bolls beir and ten bolls aitts for the crope 1696 yeirs, pryce of the bollbeir v lib, pryce of the boll aitts iij lib vjs viij d and pryce of the boll quheir vj lib, deduceing thair mantenance the haill extends to lxxx lib

Item be the tennents of Hadingtoun for the teynd dewtie of certane aikers thair fyve bolls malt yeirlie the crope 1694, 1695 and 1696 yeirs pryce of the boll v lib, summa lxxv lib

Item be Sir Walter Ker of Fandmisyd as principall and Sir David Home of Wedderburne knyt as cautioner the sowme of jm markes conforme to thair Band

Summa of the debts awine to the deid --- ijm iiijc xxxiij lib

Summa fo the inventor with the debts ---- iiijm vijdc lxij lib

Na divisione

Mr Johne Nisbitt etc, understanding etc, decernit etc, conforme to the quhilk etc, Alexander Braice of Bangour Become cautioner as ane act beirs.

TRANSLATION

The testament dative and inventory of the goods, property, sums of money, and debts belonging to the deceased Robert Lauder of Gunsgreen at the time of his death, who passed away in the month of [blank] in the year of God 16[blank].

Faithfully made and given up by Francis Hepburn of Beanston, who is decreed as the sole executor-dative as a creditor to him, insofar as by a marriage contract made at Congalton on the 12th day of March 1636 between the said deceased Robert Lauder (acting for himself and taking responsibility for his son, Mr Robert Lauder) on the one part, and the deceased William Congalton of that Ilk (acting for himself and taking responsibility for his lawful daughter, Anna Congalton) on the other part. By virtue of this contract, and for the marriage then agreed upon and thereafter solemnised between the said parties, the said deceased Robert Lauder bound and obligated himself, his heirs, executors, and successors, to properly and sufficiently transfer ownership and grant possession, by charter and sasine, to his son, the said Mr Robert Lauder, and the heirs lawfully to be fathered between him and the said Anna Congalton; whom failing, to the said Mr Robert's nearest lawful heirs and successors whomsoever, heritably, in all and whole of the said deceased Robert's leases of the West Barns lying between the Water of Tyne on the west and Belton on the east, together with the arable land and folds respectively belonging to the said leases lying within the moor commonly

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called the Muir Moor, bounded in the manner contained in the said contract, along with houses, buildings, yards, and folds belonging to the same, with the pastorage of six "soums" (herds?) of sheep [and] cattle on the ground of the said lands; as well as to share across the entire grass and pastorage of the said lands of West Barns with the cows and cattle of the rest of the portioners and tenants of the same land, and with various other privileges particularly mentioned in the said contract, to be held with the warranties mentioned therein.

And furthermore, the said deceased Robert bound and obligated himself and his foresaids to have in readiness, employ, and invest upon sufficient land and annual interest at the feast and term of Martinmas then next following in the said year of God 1636, the sum of 10,000 merks in money of this realm of Scotland, along with the sum of 5,000 merks of the aforesaid money given in the name of a dowry, extending in total to 15,000 merks, for the benefit of and for ownership to be given thereof to the said Mr Robert Lauder and his said spouse and their foresaids, at the sight and by the advice of the said deceased William Congalton, and failing him by death, Patrick Congalton, his eldest lawful son and apparent heir.

And as often as the aforesaid sum should be withdrawn and taken up again, in that case, the said deceased Robert bound and obligated himself and his foresaids also to reinvest the same completely anew, at the sight, behest, and advice aforesaid, for the benefit of the said Mr Robert, his said spouse, and their foresaids as is written above. Likewise, during the time that the said sum of 15,000 merks of the aforesaid money should remain unpaid in the said deceased Robert's hands, the said deceased Robert bound and obligated himself and his foresaids to make good and profitable payment to the said Mr Robert Lauder, his said spouse, and their foresaids of a yearly annual interest of 1,200 merks of the aforesaid money, according to eight percent [eight per hundred].

And that yearly, termly, and proportionally for as long as the said sum should remain unwithdrawn in the said deceased Robert's hands, as is mentioned above.

And moreover, the said deceased Robert Lauder bound and obligated himself and his foresaids to make

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good and profitable payment to the said Mr [Robert] and his foresaids of the sum of another 10,000 merks of the aforesaid money, and that at any term of Whitsunday and Martinmas following the deaths of the said deceased Robert and the deceased Margaret Hepburn, his spouse, as is contained at greater length in the said contract and appointment of the date aforesaid.

And into this marriage contract and appointment of the date, tenor, and contents above-specified contained therein, and into the whole headings, articles, clauses, and conditions of the same conceived and set down in favour of the said Mr Robert Lauder and his foresaids, and into all legal action, instance, or pursuit competent or that may be competent to him thereby, insofar as the same may be extended to full execution against the heirs and executors of the said deceased Robert Lauder, his father, solely for payment of the sum of 20,000 merks of the aforesaid money, along with the sum of 1,200 merks remaining owing from past-due annual interest, and to the annual interest yearly and truly in time coming during the non-payment of the said sum, and for observing and fulfilling to the said Mr Robert the said contract insofar as he is obligated to him for transferring ownership to him in the said leases, lands, pastorage, and privilege above-written lying within the Bailliery of West Barns and Constabulary of Haddington, the said Mr Robert Lauder, by his letters of assignation signed with his hand of the date the sixth day of April 1697 years instant, for the causes contained therein, has made and confirmed the said Francis Hepburn his undoubted and irrevocable assignee, and has substituted him and his foresaids in his full right and place thereof forever, as the said assignation of the date aforesaid more fully purports.

And so, the said Francis Hepburn is decreed as the sole executor-dative as a creditor to the said deceased Robert Lauder for payment

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and satisfaction to him of the above-written sum of 23,000 merks [see note below] and of the sum of 1,200 merks of past-due annual interest and in time coming, and for fulfilling to him, as assignee aforesaid, the whole other headings, articles, clauses, and conditions mentioned in the said contract, and for payment to him of the expenses of confirmation of this present testament, insofar as the said deceased Robert Lauder's goods, property, and debts written below will extend to and as may be recovered by him thereof. And that by decree of the commissaries of Edinburgh, as the same of the date the [blank] day of [blank] 1697 years at greater length bears.

In the first place, the said deceased Robert Lauder had the goods, property, sums of money, and debts of the value and prices following belonging to him at the time of his aforesaid death, namely:

- First: 12 pounds weight of silver work at £33 6s. 8d. per pound. Total: £400
- Item: One watch [minitar] and one broad agate gemstone, estimated together at £26 13s. 4d.
- Item: 11 gold rings, one ring with a large pearl, one ring with five rubies, one chrysolite set with gold, and an embroidered purse, estimated all together at £60

- Item: Two gold locket [tablits], two pairs of gold bracelets, two large and small chains, agate bracelets, and a pearl chain with a pearl belt, estimated all together at £120
- Item: 34 gold 'purse pennies' (keepsake coins) and two [coins] of gold, estimated all together at £80
- Item: In cash, 73 three-pound pieces and 100 double angels, extending in total to the sum of £1,543 6s. 8d.
- Item: The furniture of his dwelling house along with the clothing of his body, estimated to the sum of £200, excluding the heirship goods.

Total of the Inventory: £2,430

Follows the debts owing to the deceased

- Item: There was owed to the said deceased Robert Lauder by Sir Patrick Hepburn of Wauchton, knight, £346

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(deducting the legal retention tax for the annual interest of the principal sum of 10,000 merks, in accordance with the Acts of Parliament).

- Item: By the tenants of the Burgh Acres of land at Dunbar: 30 bolls of wheat, 30 bolls of malt, 40 bolls of barley, and 2 bolls of oats yearly for the crop years 1695 and 1696. The price of each boll of wheat is £6; the price of each boll of malt is £5 10s.; the price of each boll of barley is £5; and the price of each boll of oats is £3 6s. 8d. Deducting the monthly maintenance tax, this extends for the said years in total to £1,065 6s. 8d.
- Item: By the tenants of the lands of Belhaven: 24 bolls of barley yearly for the crop years 1695 and 1696 at £5 per boll. Deducting the monthly maintenance tax, this extends for the said years in total to £200.
- Item: By the tenants of the West Barns Leases: 2.5 bolls of wheat, 10 bolls of barley, and 10 bolls of oats for the crop year 1696. The price of the boll of barley is £5; the price of the boll of oats is £3 6s. 8d.; and the price of the boll of wheat is £6. Deducting their maintenance tax, the total extends to £80.
- Item: By the tenants of Haddington for the teind duty of certain acres there: 5 bolls of malt yearly for the crop years 1694, 1695, and 1696 at a price of £5 per boll. Total: £75
- Item: By Sir Walter Ker of Fadinside as the principal debtor, and Sir David Home of Wedderburn, knight, as his guarantor, the sum of 1,000 merks, in accordance with their Bond.

Total of the debts owing to the deceased: £2,433

Total of the inventory combined with the debts: £4,863

No division

Mr John Nisbet [etc.], understanding [the case, etc.], has decreed [the matter, etc.], in accordance with which [etc.], Alexander Binnie of Bangour became the guarantor [cautioner], as an official act bears witness.