

John Lord Boyd and the Kirk of Monkland 1657

Transcribed and Summarised by Miles Kerr-Peterson for Mary McGonigal

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

SUMMARY

A bond granted by John, Lord Boyd, acknowledging that he has been lawfully assessed (stented) by the newly erected parish of Monkland for his share of the cost of building and furnishing the parish kirk. His proportion of the parish assessment comes to £405 Scots. Having been charged by letters of horning for having neglected this, he formally recognises himself to be justly and lawfully indebted for that sum and renounces any legal exceptions against the obligation.

Boyd binds himself, together with a number of named tenants and associates who act as cautioners (sureties), as joint and several obligants. They undertake to pay the £405 Scots to the minister, elders, and kirk session of the new parish of Monkland, or to their collectors or assignees, between the date of the bond and Whitsunday 1658. In the event of failure, they agree to pay £60 Scots in liquidate expenses, together with annualrent (interest) accruing from Whitsunday 1657 until payment, and continuing thereafter until the debt is fully satisfied.

Lord Boyd further obliges himself to relieve and indemnify his cautioners from all costs, damages, or losses they might incur as a result of their suretyship. If any of them are distressed for the debt, they are to be allowed relief from rents otherwise payable to him. The bond provides for registration in the appropriate court books (Justice, Commissary, or Sheriff of Lanark or Glasgow) so that letters of horning and other enforcement may proceed if necessary. It is subscribed at Garngavock and Dechmont in February 1657 before witnesses.

TRANSCRIPTION – Document 1

In presence of the lords of consaill and sessione compeired William Yeoman advocatt as procurator for John Lord Boyd as principall and his cautioner offering defence, And gave in the bond underwritten hereof the tenor following:

Be it kend till all men be thir present letters, us, John Lord Boyd forsuameikle as we wer trulie and reallie taxit be the sterit wish of the new parochine of Monkland after several tymes for providing to the ministers elders and kirk sessione of the said parochin of the soume of four hundredth and five pounds Scots money and that as or pairt and proportione of stent conform to or appreciatione In reference to the rest of the said parochie for building bigging contracting compleiting and furnishing the fabric of the said kirk and for that effect was chargit be letters of horning

And therfoir we grant us to be justlie and lauchfullie adebted and awand the said soum for the caus abovewriting Renuncand all exceptions that may in law be proponit agains the contints [heirof].

Lykwas we, as principal, and with us Robert Boyd In Dunr, William Clauland in Wandtoen, John Boyd in Mykiecroft, John Paltoune, John Jack and Alecander Patrick in Weddrowkis, John

Sondray in Hillheid, John Craig and Alexander Gartshoir in Meikle Blakhin as lawners souerties and full debtors for us bind and obleis us and Ilk ane of us conjunctlie and severallie our airs executors intromittors with our goods and gier and successors quhatsoever

Thankfullie to content pay deliver the foirsaid soume to the said minister elders and kirk session of the said new paroch of Monkland put or to the collectors or receavears or assigens quhatsoever bind that betwixt the daitt heirof and the tym of witsunday j^m vj^c fiftie eight years but delay with threescore pounds money foirsaid of liquit expenssis In caise of failie Together with ane years annualrent therfor fra Whitsonday nixt j^m vj^c fiftie sevin To the said tym bind yearlie timlie and monthlie in all tym coming efter the said tym of Witsonday j^m j^c fiftie eight ay and quhilk reryt thereof

And we the said John Lord Boyd binds and obleiss us and our foirsaid to warand freith and relieve our saids tenors and Ilk ane of theme ther foirsaid of the sourities for us and all cost sleaith damage entres and expresses thay or any of tham sall happin to sustain thereby

And if it sall happin any of them to be distressed tharanent the readiest of our rent payable be them to us sall be allowed and dischargit be us to them in the first end therof

And be the said tanors binds and obleisses us and our foirsaid to releve and indemnifie ilk ane of us of our cautioners pro rato

Consenting thir presents be registrat In the highe court books of justice Commissary or Sheriff books of Lanerk or Glasgow that an debt be Interepoint therto That letters of horning on six days and all others be direct therupon as efficts and constitutes William Yeoman advocat our procurator In that part. In witness herof to be registrat be James Flemine In Balloche

We have subscribed thes presents with our hands at Garngavock and Dekeyk the eightein day and tuentie day of Febryarii jm vjc fiftie sevin years befor thes witnesses

Mr Robert Boyd sovernone and servitor to the foirsaid noble Lord James Crawford in Deirsyck

And James Mathie gardner

William Mathie his sone

Sic subscriviter.

Boid. Robert Boyd. Cautioner.

William Clelland. Cautioner

John Boyd. Cautioner

John Ratlloirne Cautioner

I mr James Fleming have subscribed thes presents as notary publick at command of the said John, Jack and Alexander Patrick, Alexander Gartshoir and John Craig because they canot writ

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Witnessing my signe and subscription manuall ME IL

James Jack notary publick at command of the said John Jacke, Alexander Patrick, Alexander Garthsor, John Craige abovewritten who affirming they cannot write witnessing my hand signe and subscription

James Crawford witness

John Methie witness

James Methie witness

Mr Robert Boyd witness

Document 2

SUMMARY

This second document, unrelated to the first, records a bond granted by James Fleming younger of Exgoorg(?), acknowledging that he has borrowed 400 merks Scots from James Donaldson in Burdiston and Margaret Donaldson, his spouse. Fleming formally admits receipt of the money and renounces the legal exception of “not numerate money” (denial of actual payment), along with all other legal defences to the contrary. He also grants a discharge to the lenders and their heirs or assignees for the sum received.

Fleming binds himself as principal debtor, with John Birrand of Auchinriboche and John Findlay, maltman and burgess of Kirkintilloch, acting as cautioners. Together they bind themselves, jointly and severally, to repay the principal sum to the lenders, or to the survivor of them, at Whitsunday 1632. In case of failure, they agree to pay £60 Scots in liquidate expenses. The bond further provides for payment of annualrent (interest), initially calculated at 40 merks up to the stated term of repayment.

If the principal and accrued interest remain unpaid after Whitsunday 1632, Fleming undertakes to pay 44 merks yearly in annualrent thereafter, in two equal instalments at Whitsunday and Martinmas, beginning at Martinmas 1632. Each failure in payment incurs a penalty of five pounds. These continuing payments are to be reckoned as annualrent for the unpaid principal sum.

The creditors retain the right, at Whitsunday or at any later time of their choosing, to pursue execution for payment of the principal, any accrued annualrent, and penalties, without further requirement of demand. Fleming binds himself to relieve and indemnify his cautioners against all costs, damages, and risks arising from their suretyship. The cautioners in turn bind themselves proportionally among one another. Finally, the bond provides for registration in the Books of Council and Session or other specified court books (Glasgow, Hamilton, or Campsie), so that letters of horning, poinding, and other diligence may proceed upon default.

TRANSCRIPTION

Ob Fleming to Donaldsone

In presence of the lords of counsell and sessione compeired Mr John Andersone advocatt as principall of James Fleming efter defingit and gave in the bond underweitten quhairof the tenor following:

I James Gleming younger of Exgoorg grants me Instantlie to have borrowed and received fra James Donaldsone In Burdistone and Margaret Donaldsone his spouse the soume of four

hundreth merks Scots money quhair of Renuncand the exception of not numerat money and all other exceptions of the law quhatsoever in the contrarie

And for me my airs axecutors and commissioners exoners quitclaims and hinper discharges the said James and his spous foirsaid the airs executors and assignes of all others quhom it effeits therof quhatsoever all soume foirsaid to at fourtie merks money foirsaid for the annualrent hereof fra Witsunday last to the tym of completion underwritten

I the said James Fleming as principall. John Birrand of Auchinriboche and John Findlay Maltman burges of Kirkintilloche as cautioner and sovertie forme bind and obleiss us our airs executors intromitors with our goods and geir and successorts to our lands and heritages quhatsoever

comlie and seamlie Thankfullie to content and pay to the foirsaid James Donaldsone and his said spous and to the last liver of tham twa, the airs executors assigns upon Whitsunday nixt to come jm vjc threttie twa years but longer delay with threescore pounds of legitimate expenses in caise of failie, Runencand all exceptions in the contrair

And if it sall happin the foirsaid soumes and annualrent foirsaid remain unpaid efter the said tym of payment Witsunday nixt, In that caise I the said James principall partie binde and obliss me and my foirsaid to content and pay to the said spouss and to the last liver of them twa and the foirsaid the soume of fourtie four merks money yearlie annualrent therfor at twa tymes in the year Witsunday and Mettimes be equall portions Befinand the first tym payment thereof at Mertimas jm vjc threttie twa years quhilk payment is and sall be completed and allowed for the annualrent of the foirsaid soume fra the said tyme of payment Whitsunday nixt to Mertimas thereafter and so to the tymes quhilk repayment of the foirsaid soume with five pounds of penaltie for ilk tyme failie

But prejudice to the said spouss and the foirsaid at the said tym of Witsunday nix or at any tym or tymes hereafter they sall please to use executione payment as forsynt of the foirsaid principall soume annualrent that sall hapin to be owane for the tyme and penalties forsaid In caise of failie but any requisitione

And I the said principall partie bind and obleiss me and my foirsaid to warand freith relieve and skaithles keip the said John Kincaid and John Findlay and their foirdaids of the canrie forme in the paines anent the payment of the prinicpall soume annualrent and penalties abovewritten and of all danger remnant

And we the said twa cautionersbind and obliss us or our foirsaid to warand freith relieve and skaithles keip iyers pro rato

Consenling these presents be registrat in the books of counsall and sessions commissioners books of Glasgow Hamilton or Campsie that letters of horning poynding...