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1701, Earl of Wigtown to James Shaw

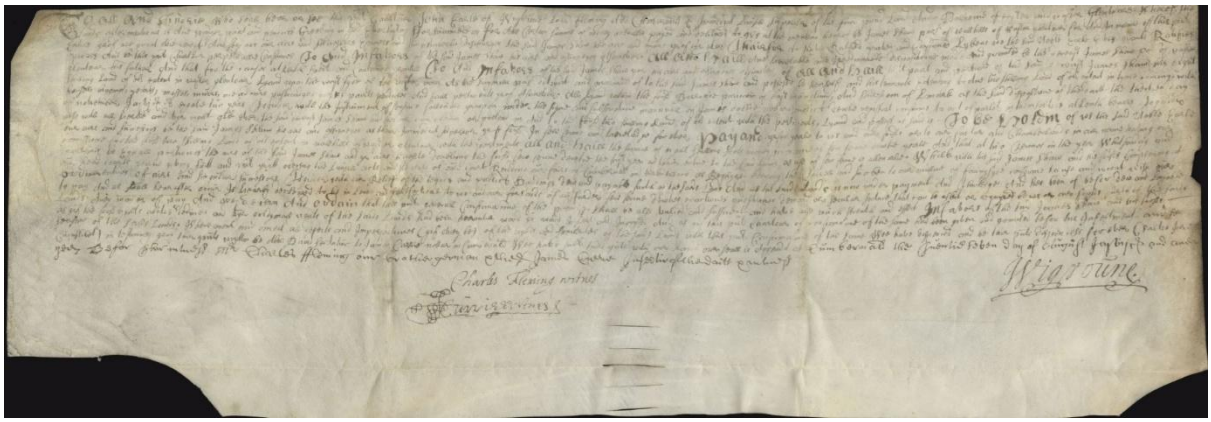
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Claude

Transcribe this Scottish charter diplomatically. Preserve original spelling and line breaks. Do not modernise spelling. Do not expand abbreviations. Do not infer missing words from standard charter formulas. Mark uncertain readings in square brackets. Use [illegible] where necessary. Produce a complete transcription of the entire page.

1 To all And sundrie who shall heare or see this p[n]t Chartour John Earle of Wigtoun Lord fleming And Cumbernauld [&] Imm[e]diat Lawfull Superior of the four pund Land of the Baronie of [?]aytor and wa[s]ter Glen[t/l]oan (Glenloars) Whereof the

2 Landis aftermentioned is And proper pairt and pendicle [illegible (Greelling in God)] [?]horlayling (Forxuamible) as for ~~the~~ Ane certan summe of money actuallie payed and delivered to us at the making hereof be James Shaw pa[?]t of all hills of Wester glentoan for And in name off this p[n]t

3 Entrie [illegible] goaed gros [?] ane grant [?] ?? And for us our airs and Successors Exoner and sim[p]lie dischargis the said James Shaw his airs and assigneyes [illegible] yeir of the [?]her Thairfor do hereby Ratified approve and Confirme Lykeas wee the said Noble Earle [&] hes grantit Ratifies

4 [pieces?] And be thir p[n]t Chartour perpetuallie Confirmes To And Infefts of the said James Shaw his airs and assigneyes aforesaid All and haill and Irrevocable and Irreduceable dispositione made and grantit be [the] deceist James Shaw pa[?]r of we[s]ter

5 glentoan his father And that for the cause[s] aforesaid [fixit?] specified and Contenued [gentilie? therein] To And Infefts of the said James Shaw [yor] his airs and assigneyes aforesaid of All and haill that pairt and portione of the said deceist James Shaw his eight

6 shilling Land of old extent in we[s]ter glentoan Lyand [illegible upon the] [w]est [?]syde of the water [?]orn As the Saymen was ditsydit and marked of to the said James Shaw and possest be himself and his tenents Extending to One two shilling Land of old extent in lyne coming, with

7 houses, biggings, yeards, mosses, muirs, [illegible meadows] pasturadge, goirs, pairts pendicles And haill pertinents thereof aforesaid. All Lyand within the said Baronie parochin of Cumbernauld, And [S]hireffdom of Lanerk as the said dispositione of the dait the thirtein day

8 of November [?] Jaj[?] A eightie two yeirs Togidder with the instrument of seasine following youpon under the signe and subscriptione manuall of James dobbie nottar publict dowlie requisit conforme to act of parlt [illegible] [illegible] in themselves at Louth bears ???

9 [?]ake with all liberties and the right gift [illegible] the said deceist James Shaw had [his] [?] claim or pretend in and to the said two shilling Land of old extent with the portments, Lyand and possest as said is. To be holdin of us the said Noble Earle

10 our airs and Successors [?] the said James Shaw his airs and assigneyes as their immediat Superior thereof [illegible] In [illegible] feu ferme for ever Payand yearlie to us and our [?]ors [? also] to our fac[t]or and Chamberlands in our name having our

11 commission [illegible] for two shilling Land of old extent in we[s]ter glentoan with the portments All and haill the summe of [eight?] shillings [Scots?] money in name of [few?] feu ferme dewlie yearlie And that at his Termes in the yeir Whitsunday and [?]

12 [?]making be Equall portions the airs of the said James Shaw and ye airs [?] doubling the fowr pund dewlie the first yeir of thair entrie to the said Lands as use of [few?] feu ferme is allowed. Whilk with his said James Shaw and his [foirs] Compearing at

13 our head courts yearlie [?] fulf and [?] [obeying?] the Lawfull acts and statuts of our court Redding our fairs of Cumbernauld and Kirkintilloch as Requyred becoming the [?]arice and [?] to our willm of [?faunysyde] consume to use and wont with our

14 ordinarie entres of airs and singular [S]uccessors Togidder with our Robt of the [?toyne] and pertient Bindings dew and payable furth of the saids Lands And as the said Land is now under payment And [?]tuckage And hes been of before dew and payable

15 to pay and as shall hereafter [?occur] Is hereby declared to be in Law and satisfactione to us and our foresaids of all faidie [few]feu ferme dewties spartiones questioners demand or [?]ular [?] that can be askit or asgnyed be us or our soules south of the ponds(successors?)

16 Landis Anie maner of way And [illegible] And ordain that thir p[n]t generall Confirmatione of the premiss: shall be alse valied and sufficient and haile als much strenth and effect Infeftors of the said James Shaw and his (successors)

17 as gif the successors [?]ghts abov[e] [?] and the originall rights of the saids Lands had been inserted word by word in [?]eet and ingrossit And as yif this p[n]t Chartour of confirmatione of the same had been gifen and grantit before his Infeftment and for

18 [illegible] of the saids Lands. Wherewith wee omet all defects and Imperfectiones (yif any bee) of the rights and [?]ractaldes of the saids Lands with thir p[n]t Confirmatione of the same Wee have deponed and be thir p[n]ts dispensis for ever (Charles fle[ming]

19 [(subscribed?)] in testimony thereof this p[n]ts wryttin be Alex Baird [?] to James Currie nottar in Cumbernauld Wee have subscribit thir p[n]ts with our hand our seal is appendit at Cumbernauld the [twentie?] seven day of August Jaj[?] vijc and ane

20 yeir Befor [thir?] witnesses Mr Charles ffleming our brother german [?] James [Currie?] Subscriveing the dait [forsaid?]

[Witness subscriptions, lower left:]

Charles fleming witnes

[flourished signature, illegible] witnes

[Signature, lower right:]

Wigtoune

Thank you. I have made a few correction, see below. Can you now prepare a summary of the meaning of this charter? –

Summary of the 1701 Charter

John, Earl of Wigtoun, to James Shaw – Wester Glentoan, Cumbernauld

This summary is based on the corrected diplomatic transcription. It rests on the readable parts of the text, and points that depend on uncertain readings are flagged.

What the document is

This is a **charter of confirmation**, dated at Cumbernauld on 27 August 1701. John, Earl of Wigtoun and Lord Fleming and Cumbernauld, is the granter. He is the "Immediate Lawful Superior" (feudal overlord) of the lands, which lie in the barony of Cumbernauld, in the parish of Cumbernauld and the sheriffdom of Lanark. The beneficiary is **James Shaw** of Wester Glentoan. The document does not create a new grant. It ratifies an earlier one.

The underlying transaction

James Shaw's late father, also James Shaw, held a share of the lands of Wester Glentoan. He had made a **disposition** (a conveyance) of part of them to his son. Line 7 gives its date as the thirteenth day of a month in a year ending "eightie two", so 1682. Line 8 reads the month as "November", though the earlier reading was doubtful. The disposition was followed by an **instrument of sasine**, the notarial record of the formal handing over of the land. It was written by James Dobbie, notary public, and given in conformity with an act of Parliament.

The land is the late James Shaw's share of an **eight-shilling land of old extent** in Wester Glentoan, described as lying on one side of the water and marked off to him. The part conveyed to the son is a **two-shilling land of old extent**. It comes with its houses, buildings, yards, mosses, muirs, pasturage and all other pertinents. "Old extent" was a traditional valuation scale for land, not a measure of area.

What the Earl does

1. **Confirms** the earlier disposition and sasine, in perpetuity. The Earl calls it irrevocable and irreducible, and confirms it to James Shaw and his heirs and assignees.
2. **Acknowledges payment.** He records receiving a sum of money, paid and delivered at the making of the charter, and discharges James Shaw and his heirs of it. This is probably the entry money or composition for the confirmation. The readings of the amount and context in lines 2 and 3 are uncertain, so that detail should not be relied on.
3. **Sets the terms of tenure.** The land is **to be held of the Earl and his heirs as immediate superior in feu ferme**, a perpetual heritable tenure for a fixed annual payment, rather than for service.
4. **Sets the annual duty.** The payment is made yearly to the Earl's factor and chamberlain at the terms of **Whitsunday and Martinmas**, in equal portions. Line 11 reads the sum as "eight shillings Scots", but that reading is queried, and line 12 mentions a duty of "four pund". The two figures cannot be reconciled from the transcription, so check them against the original.
5. **Doubles the duty in the first year** of the heirs' entry, "as use of feu ferme is allowed", meaning in the usual way for feu holdings.

6. **Imposes obligations of suit and service.** James Shaw and his heirs must attend the Earl's **head courts** each year, obey the lawful acts and statutes of the court, and attend the Earl's **fairs at Cumbernauld and Kirkintilloch** as required. Line 13 reads the place names as Cumbernauld and Kirkintilloch, which would fit the Fleming estates, but the "Kirkintilloch" reading looks tentative.
7. **Covers other dues.** The charter gives the usual provision for the Earl's relief (a payment on succession) and the other burdens payable from the lands. It declares that the annual duty satisfies **all other dues, exactions and demands** the Earl or his successors could make on the lands.

The closing clauses

- The charter is to be **as valid and effectual as if the original rights of the lands had been inserted word for word** in it, and as if the confirmation had been granted before James Shaw's infeftment (his formal entry into possession).
- The Earl **dispenses with all defects and imperfections** in the earlier rights. He cures any irregularity in the old title, which is the main legal point of a charter of confirmation.
- The charter was **written by Alex Baird** (reading uncertain) for **James Currie, notary in Cumbernauld**, and signed by the Earl with his seal appended at Cumbernauld. **Charles Fleming**, the Earl's brother german (full brother), and James Currie are named as witnesses. Fleming's own subscription appears below, and "Wigtoune" is the Earl's signature.

Why it matters

For the Shaw family, this document is **secure title**. It turns an inherited holding from a father into a fully recognised feu held directly from the Earl. The Earl of Wigtoun was the Fleming family head at Cumbernauld, and the charter shows how a superior's confirmation protected a vassal's title against challenge. For a researcher, it is a useful record of the 1682 disposition and sasine, the feu duty, the court and fair obligations, and the Shaw landholding in Wester Glentoan.

Points to check against the original

Several figures remain uncertain: the money paid, the two shilling-and-pound figures, the month of the 1682 disposition, and the scribe's name. Lines 2, 3, 11 and 12 of the corrected transcription are the ones to check before quoting any of these.

Copilot

A concise formulation might be:

The charter of 1701 does not represent a sale of land by the Earl of Wigtoun. Rather, it is a charter of confirmation whereby the Earl, as immediate lawful superior, confirmed a feu holding already possessed by James Shaw of Wester Glentoan under a disposition and sasine dating from 1682. The superiority remained vested in the Earl and his heirs, while Shaw and his descendants enjoyed hereditary possession subject to the customary feu duties and obligations.