

## **'Sketches of Early Scotch History' (1861)**

### **Appendix XIII.**

#### **Indenture between the Lord of Dalketh and Sir John of Hamyltoun – (Translated).**

THIS Indenture made at Dalkeith 1 November 1388 between noble men Sir James of Douglas lord of Dalketh on the one part and Sir John of Hamyltoun lord of Cadyow on the other part, contains and witnesses that between the parties foresaid it is accorded in form as follows, namely that the said Sir John, God willing, shall take to wife and marry Jacoba of Douglas the second daughter of Sir James: which Jacoba the foresaid Sir John shall make be infeoffed in conjunct fee in the whole barony of Kinele with pertinents and with services of free tenants, in the constabulary of Lynlythqw within the sheriffdom of Edynburgh: To have and hold to the foresaid Jacoba and the heirs lawfully to be procreated between her and the foresaid Sir John; which heirs also the foresaid Sir John shall make constitute and ordain his true heirs and lawful successors of all lands to him pertaining within the kingdom. For making of which marriage and conjunct feofment the foresaid Sir James of Douglas shall give and pay to the foresaid Sir John of Hamyltoun the true annual value of all his lands which the said Sir John possesses in property, the say of this convention, according to what by faithful recognition of the old extent of the said lands it may be ascertained to extend to in annual value: And moreover the foresaid Sir James of Douglas shall give and pay to the foresaid Sir John of Hamyltoun, immediately after the completion of the said marriage and of the conjunct feofment, the half of the old extent of all the tenements which are held of him in chief by ward and relief anywhere within the kingdom: For the faithful making of which

payment the foresaid Sir James of Douglas obliges himself and his heirs to pay to the foresaid Sir John of Hamyltoun immediately after the completing of the said marriage and conjunct feofment, a hundred merks of Sterlings, and thereafter annually at each term of Pentecost and Martinmas fifty merks of Sterlings; and so from year to year and from term to term, shall continue the said payment successively until the said sum of the extent of the lands and tenements foresaid to the foresaid Sir John and his heirs shall have been fully paid. And if it happen, which God forbid, the said Jacoba to die without heir between her and the foresaid Sir John lawfully procreate, it is accorded between the parties foresaid that the foresaid Sir John of Hamyltoun and his heirs shall restore pay and refund to the foresaid Sir James of Douglas and his heirs such sum of good and usual money as the said Sir John received in marriage with the said Jacoba at such terms and place and in like manner as it had been before paid to him. And if, by any unfortunate chance it happen the said Jacoba, by the death of her brothers or otherwise, to come in future times to the inheritance and lordship of the said Sir James her father, which God forbid, both the parties foresaid will and grant that a son, whether elder or younger, who may survive between the said Sir John and the said Jacoba procreate or to be procreate lawfully, shall receive and enjoy that inheritance, assuming the surname of Douglas and the arms which the foresaid Sir James bears of hereditary right. And for the faithful fulfilment of all and each of the foresaid conditions both parties foresaid pledged their hands bodily (*manus corporaliter astrixerunt*). In witness whereof, to the parts of this indenture the seals of the parties are interchangeably appended, place day and year foresaid.