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**BONDS OF MANRENT  
IN SCOTLAND  
BEFORE 1603**

**Jennifer M. Brown**

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The University of Glasgow  
1974.**

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LIST OF ABBREVIATIONS

<u>ADA</u>	<u>The Acts of the Lords Auditors of Causes and Complaints</u> , ed. T. Thomson, (Edinburgh, 1839)
ADC	SRD, Acta Dominorum Concilii
ADC et S	SRD, Acta Dominorum Concilii et Sessionis
<u>ADC</u>	<u>The Acts of the Lords of Council in Civil Causes</u> , ed. T. Thomson, (Edinburgh, 1839).
<u>ADC (1496-1501)</u>	<u>Acta Dominorum Concilii: Acts of the Lords of Council in Civil Causes</u> , vol. 11, AD 1496-1501, edd. G. Neilson and H. Paton, (Edinburgh, 1918).
<u>Acts of Council</u> <u>(Public Affairs)</u>	<u>Acts of the Lords of Council in Public Affairs: Selections from Acta Dominorum Concilii</u> , ed. R.K. Hannay, (Edinburgh, 1932)
<u>APS</u>	<u>The Acts of the Parliaments of Scotland</u> , edd. T. Thomson and C. Innes, (Edinburgh, 1814-75)
BIHR	Bulletin of the Institute of Historical Research
BM	British Museum
<u>CSP Scot</u>	<u>Calendar of the State Papers, relating to Scotland and Mary, Queen of Scots, 1547-1603</u> , edd. J. Bain and others, (Edinburgh, 1898- )
<u>ER</u>	<u>The Exchequer Rolls of Scotland</u> , edd. J. Stuart and others, (Edinburgh, 1878-1908)
<u>HMC</u>	<u>Reports of the Royal Commission on Historical Manuscripts</u> , (London, 1870 -)
<u>NLS</u>	National Library of Scotland
<u>RMS</u>	<u>Registrum Magni Sigilli Regum Sctorum</u> , edd. J.M. Thomson and others, (Edinburgh, 1882-1914)
<u>RPC</u>	<u>The Register of the Privy Council of Scotland</u> , edd. J.H. Burton and others, (Edinburgh, 1877-)
<u>RSS</u>	<u>Registrum Secreti Sigilli Sctorum</u> , edd. M. Livingstone and others, (Edinburgh, 1908 -)
SBRS	Scottish Burgh Records Society
SHR	Scottish Historical Review
SHS	Scottish History Society

<b>SRO</b>	<b>Scottish Record Office</b>
<b>SRS</b>	<b>Scottish Record Society</b>
<b>STS</b>	<b>Scottish Text Society</b>
<b>TRHS</b>	<b>Transactions of the Royal Historical Society</b>

## BONDS OF MANRENT IN SCOTLAND BEFORE 1603

### SYNOPSIS

Bonds of manrent were familiar and commonplace documents in late-fifteenth and sixteenth century Scottish society. They recorded the obligation of allegiance and service by men to their lords, obligations entered into, with few exceptions, for life, or passed on to their heirs. Some bonds described the obligation in very general terms; most gave a detailed account of what it involved, the main promises being to accompany the lord, to help and support him in all his actions and disputes, to give him counsel when he asked it and keep secret any counsel which he offered, and to warn him of harm and prevent it as far as possible. The making of these bonds was restricted almost entirely to men of power and wealth, the magnates and the lairds; and they brought under the obligation not only the individual but his kin, his friends and his followers. There are some 700 bonds still surviving, the primary source for this thesis, and these are listed in Appendix A.

Their name, 'manrent', was the middle Scots form of a rare Anglo-Saxon word 'mannraedan', later 'manred', meaning allegiance or dependence: literally, the state of being a man to a lord. The word was therefore etymologically the same as 'homage'; and it was the oath of homage, which by the fifteenth century had lost its binding force and was little used, that manrent replaced. The development of the lord-man relationship from the feudal to the non-feudal form, culminating in the widespread use of the bond of manrent after c.1440, is the main theme of the first part of this thesis. There were features of the bonds which would have been familiar in the period of the feudal contract, but there were also changes of emphasis. The main change was that while bonds were

sometimes given for land or money, the personal nature of the contract, which to an extent had been lost sight of, was once again paramount. Men no longer gave service primarily for material reward; they gave it for good lordship and protection, and what they normally received in return was a bond of maintenance.

The second part of this thesis discusses the reasons why bonds were made and the effect they had. Their main importance lay not in national events but in local affairs. They were used by the magnates to bring under their control men of influence in the localities; for the lairds they offered the advantage of protection against attack, or redress of loss of land or possessions. The forming of large affinities dependant on a magnate whose power was thereby increased has traditionally been regarded as a principal factor in creating disorder and lawlessness in late-medieval Scotland. But it is not axiomatic that the use of magnate power in Scotland was always sinister. On the contrary, one important element in the making of bonds was their place in maintaining law and order. It is clear that there was a strong survival of justice outwith the courts, based on the obligations of kinship; and the bond, as a means of imposing on those who were not of the lord's kin-group the same obligations which bound those who were, had an important place in settling dispute rather than creating it. In general, the nature of Scottish society was such that, while there were abuses in the practice of bonding, there was far more that was of positive benefit. And the crown itself, so often regarded as having feared and disliked the making of personal alliances, in fact saw the advantages of these alliances and encouraged them.

## CHAPTER ONE

### INTRODUCTION

In the later middle ages, there appeared in the northern European countries a new phenomenon. In great numbers, men turned to the use of the written vernacular bond to affirm their loyalty, friendship and service to others. In England, France and Germany this new device was well known by the late fourteenth century, and lasted into the sixteenth. In Scotland, it came rather later; it came into common usage about the middle of the fifteenth century, and it survived as an important part of both the social and the political life of the country at least until the early years of the seventeenth century. The novelty lay not in the ideas expressed in these documents, nor even in the idea of having written evidence of the relationship between a man and his lord; a twelfth century charter, while in the main providing evidence of title to land, had also contained this aspect. It lay in the fact that, for the first time, what was being recorded was something intangible. New priorities were established; protection and service became the primary consideration, removed from, or at least no longer necessarily dependant on material considerations. In an earlier age, these priorities had been recognised. To a certain extent they had become of secondary importance from the twelfth century onwards, at any rate in the written word, until in the later middle ages they had in the written contract a new and vigorous lease of life.

The particular forms of this contract which existed in Scotland for more than 150 years were bonds of manrent and maintenance and bonds of friendship. By far the most numerous were bonds of manrent, the bonds by which men promised lifelong allegiance and service to their lords. The

corresponding document was the bond of maintenance, the lord's assurance of protection to his man. Normally these bonds were separate and unilateral documents, although in the second half of the sixteenth century they were not infrequently run together into mutual contracts of manrent and maintenance, thus coming closer in form to the contracts or indentures of friendship. These contracts were different in type. They were made between social equals, sometimes by lairds, but in the great majority of cases by the magnates. Their subject matter suggests that this is probably not due simply to accident of survival. Bonds of manrent and maintenance contained general promises and were of primarily local concern; some contracts of friendship were very similar, but others were concerned with national affairs frequently being made for a specific political purpose, and in these cases they bound groups of people rather than two individuals. Nevertheless the underlying concept, the strengthening of one's position by personal alliance and the mutual promise of assistance and protection, was common to both types of contract. Both had an important place in the building up of social and political groupings in later-medieval Scotland.

The inter-dependence of men with their lords or with their friends was an important feature of society long before the making of bonds of manrent and friendship. It arose from man's need for protection, for some kind of safeguard for his possessions, livelihood and indeed life, the basic need met in the present age, with varying degrees of success, by insurance company and police force, but in an age of difficult communications and lack of strong direction and control from central authorities, sought from kin, neighbours and local lord. The motives of those who entered into this relationship were not therefore primarily aggressive; they were defensive. As an individual, man was vulnerable and threatened. Even in the highest ranks of society, his reputation, position and influence depended not simply

on the extent of the lands he held, nor on his material wealth, but also on the number of men on whose support he could count. Ample testimony of this is found in the constant repetition, in later-mediaeval Scottish sources, both record and chronicle, of the phrase 'kin freindis allys parttakeris tennantis servandis and dependaris', the comprehensive description of the supporters without whose backing no Scottish noble, lord nor laird acted, whether he was settling a local feud by arbitration or by violence, or coming up to Edinburgh to parliament, council or court. And in return, those supporters depended on his protection, against the depredations of their neighbours and for some degree of order and stability. There was no place nor security for the masterless man.

The strong defensive element in this relationship requires to be given considerable emphasis when considering it as it existed in the later middle ages. The need for defence clearly presupposes aggression, and it would therefore be quite misleading to suggest that all those who entered into contracts of manrent and maintenance were concerned only to make their existence and that of their friends and dependants more peaceful. But it has been customary for historians, until very recently, to put a great deal of emphasis on the aggressive nature of north-west European society in the fifteenth century, a society seen as decadent, in the grip of the final decline of 'mediaeval' ideas in both church and state, obsessed with a morbid idea of death,<sup>1</sup> certainly lawless, restless, turbulent. So firmly has this idea taken root that even after some thirty years of a revisionist approach to fifteenth-century England, mainly as a result of the work of

1. The best known statement of this view is J. Huizinga, 'The Waning of the Middle Ages', (London, 1924).

the late K.B. McFarlane,<sup>2</sup> two recent books on fifteenth century society still show a conscious need to combat the older view.<sup>3</sup> Fifteenth-century Scotland, perhaps because it has been largely neglected anyway, has escaped a comprehensive treatment of a society in decline; there has been no Scottish Huizinga to draw oppressive conclusions about the 'danse macabre' carved in Sir William Sinclair's wonderfully elaborate fifteenth century collegiate church at Roslin. The problems of Scottish society in the fifteenth century and, to a far greater extent than other countries, in the sixteenth as well, have been seen almost exclusively in political terms, arising out of a clash of interests and a power struggle between the king and the magnates. The overmighty nobility, power-hungry as well as already too powerful, is a familiar theme; and as an offshoot, indeed as a partial cause of the troubles of later-mediaeval Scotland, the bonds

2. K.B. McFarlane, 'England: The Lancastrian Kings', in Cambridge Mediaeval History, viii, ed. C.W. Previte-Orton and Z.N. Brooke, (Cambridge, 1936), 363-417; and two articles of great importance, 'Bastard Feudalism', in BIHR, xx, (1943-5), 161-80, and 'Parliament and "Bastard Feudalism"', in IRMS, 4th ser. xxvi, (1944), 53-79. McFarlane's view of the fifteenth century was less favourable than that of some of his successors, but his approach was considerably more balanced than that of earlier writers, in its rejection of the comprehensive idea of decline and decay, and its emphasis on the creditable as well as the discreditable aspects of the period, in politics, education and the arts. Very recently his views have once again appeared in print; his 1953 Ford Lectures and other studies were published as The Nobility of Later Mediaeval England, (Oxford, 1973); and there is the posthumous edition of his work on the late-fifteenth century Flemish artist Hans Memling; in this fascinating book, the popularity of Memling's 'harmonious, candid and serene' art is used as evidence which strongly counteracts the idea of morbid pre-occupation with death and hell: Hans Memling, (Oxford, 1972).
3. J.R. Lander, Conflict and Stability in Fifteenth-century England, (London, 1969), 11-18, opens with a chapter entitled 'The Dark Glass of the Fifteenth Century', in which he discusses and shows the defects of the traditional view; as does F.R.H. Du Boulay in the first chapter of his book, 'The Myth of Decline' in An Age of Ambition: English Society in the late Middle Ages, (London, 1970), 11-16.



through which the nobility built up their followings came to be seen as giving such a dangerous advantage to the magnates that they became a focal point for condemnation. Thus whereas earlier forms of contract between lords and their men have been regarded as fulfilling, in essence, a social need, whatever their secondary consequences, the later mediaeval bond has been depicted as the product of the ambitions of a small and self-seeking group.

Bonds of manrent and maintenance have not, so far, been looked at in the same detail as the corresponding contracts made in England and France. Comment on them has been, on the whole, very brief and general. It has also been consistently critical, and thus fits neatly into the general account of the lawless later middle ages. The absence of any attempt to demonstrate, rather than merely state, that bonding was indeed a disruptive force is, however, entirely unsatisfactory. The criticism lacks dimension; its interest lies not in what it tells us about the practice of bonding, but in the fact that it provides an example of a particular point of view being repeated without question. It is therefore because it is a part, though a small one, of the whole development of the concept of the fifteenth century as the period of break-down of law and order in Scottish society, the high point of feuding and unrest, that it is worth some attention.

The immediate point of interest is that it is very much post factum. It was begun in a curious fashion in the seventeenth century by the deliberate working-up of a sixteenth century account of a particular incident in order to include a distribe which explicitly condemned bonding as one of the roots of the evils of Scottish society. Contemporaries did not say this. What to later writers was always an abuse was to them simply a part of life which could on occasion be abused, and which therefore

needed little comment. This is not of course evidence that they were right and later writers wrong about the effects of bonding. But it does provide grounds for questioning why no-one in the fifteenth and sixteenth centuries, from the king downwards, should have thought as historians and lawyers subsequently did, that bonding was inherently dangerous to the state.

The first critical account is found in the work of William Drummond of Hawthornden. Writing in the mid-seventeenth century, he described how John, duke of Albany, coming to Scotland as governor in the minority of James V with little knowledge of the country, fell particularly under the influence of John Hepburn, prior of St. Andrews; and how Hepburn tried to use this influence to poison Albany's mind against three people whom he hated. So far, this follows a brief account of Hepburn's dealings with Albany by Robert Lindsay of Pitcottie.<sup>4</sup> But whereas Pitcottie described only Hepburn's attack on certain individuals, Drummond introduced a general issue:

'He (Hepburn) gave him a catalogue of the whole deadly Feuds and Divisions among the Noblemen and Gentry.... How in prosecuting Revenge in them, they cared not how innocent any man was, if he were of the Name and Alliance, but rather thought the more innocent any was, the more it testified their spite.... He shewed him what Factions were in the kingdom, who sway'd them, and were the Heeds. He told him that the Scots were a violent fierce people, mutinously Proud, and knew not whom to obey without the Sword were drawn. That they were never absolutely governed by their own kings themselves, far less would they be ruled by him who was but a Governour and half a stranger.... He instructed him, how the great Houses of Scotland were so joined and linked together, by kindred, Alliances, Bonds of Service, or Men-rent, that no Gentleman of any quality, although a malefactor and a guilty Person, could be presented to justice without some stir, commotion, or Tumult of the Grandees and their factious Friends.'<sup>5</sup>

4. Robert Lindsay of Pitcottie, The Historie and Cronicles of Scotland, (STS, 1899-1911), 1, 290.
5. 'The History of the Lives and Reigns of the Five James's, Kings of Scotland', in The Works of William Drummond of Hawthornden, (Edinburgh, 1711), 82.

This is a very succinct statement of the traditional view of later mediaeval Scotland. It contains all the elements contained in that view: the ungovernable Scottish magnates, the feuds, the lawlessness, the inability of the crown to control this situation, to ensure that justice was done; and a prominent element is the evil of bonding. By the time Drummond was writing, the making of formal bonds of manrent and maintenance had become exceedingly rare, and this passage may well show the beginnings of a tendency to regard them as a somewhat unsavoury custom of a less civilised age. In 1677 the earl of Strathmore commented that feuds and castellated houses were 'quite out of fashion....the country being generally more civilised than it was of ancient times.'<sup>6</sup> The correlation between feuding and bonding is very easy to make. It is not surprising that men in the seventeenth century looked back from their 'more civilised' world to the barbaric age when feuding was common and men obeyed only when 'the sword were drawn.' They looked back to an age of aggression; and bonding contributed greatly to that aggression. It seemed logical enough. The question is whether it was the whole story.

The next stage in the building up of the accepted view of bonding came with the lawyers. At the end of the seventeenth century, Stair wrote, in a chapter dealing with liberty and freedom:

'There was formerly a kind of bondage in Scotland called Manrent, whereby free persons became the men and followers of those who were their patrons and defenders; (and therefore these were rather in clientela than in bondage;) but it is utterly abolished both by Act of Parl. 1457 c.77, and Parl. 1555 c.43, and by our custom.'<sup>7</sup>

6. Quoted by Stewart Cruden, The Scottish Castle, (Edinburgh, 1960), 151.
7. James, Viscount Stair, The Institutes of the Law of Scotland, (Edinburgh, 1826), 1.2.12.

This brief and unhelpful statement is an unrealistic account; in historical terms, it is inaccurate. Its interest lies in its air of being a comment tossed off about a bad custom of the bad old days. Even so, it is extremely mild when compared with the much more detailed discussion of bonds of manrent by the eighteenth century lawyer Lord Bankton. Here, the hostile approach gained a great deal of ground; indeed, ran riot. Bankton's wildest flight of fancy, his complete misrepresentation of the meaning of the word 'manrent', has been followed, partially, by only one writer;<sup>8</sup> but his general statements set out very clearly and for the first time in extenso the critical attitude to bonding which has been followed, more or less, ever since.

Bankton began by paraphrasing the sixteenth century lawyer, Thomas Craig's Ius Feudale, using manrent and maintenance to denote feudal dependance and protection, without any qualification. From this he was led into the quite false explanation of 'manrent' as meaning 'the rent or reddendo prestable by the man or vassal to the lord or superior;' this turns the subject upside down, for it was in fact the lord who 'paid' the man, certainly in maintenance, and sometimes in money or lands. Then he went on to develop his theme:

8. John Bartholomew, 'Bonds of Manrent', in Juridical Review, xxxiii, (1911-12), 42-64.

'The contract of manrent, of old in use with us, had its rise probably from the foresaid feudal dependence, but it came at last to be practised without relation thereto; by this one became bound to pay a rent or yearly pension to another for protection of himself, his family and goods, from the violence and depredation of others; he that received the pension was termed the maintainer and accordingly gave his bond of maintenance and protection to the other, who granted to him a bond of manrent. These defensive alliances, as I may call them, among subjects, became justly suspected by the government, and therefore were long ago abolished by express statute, and the givers and takers of such bonds are declared punishable; however they do not, when in vigour, impose any dependence of the one upon the other, further than concerned the foresaid protection, being only contracts of association for mutual defence, when violence and rapine prevailed over law and justice.'<sup>9</sup>

And after this dramatic climax, he then tailed off into a flat comparison of this contract with the custom of giving blackmail on the borders.

This garbled mixture of Craig, Stair and imagination certainly emphasizes the defensive element in bonding, but it does so in language which is highly emotive, and which leaves no doubt about the barbaric and aggressive nature of the society in which it was prevalent. It also introduces the theme of the hostility of the government towards bonding. This was given more prominence, and stated more directly, by Bankton's contemporary, William Robertson, who described 'leagues of mutual defence' and bonds of manrent as 'so many alliances offensive and defensive against the throne.' Thus he gave the argument something of a twist; he pointed out that because of weak central authority, 'self-preservation, it is probable, forced men at first into these confederacies', but his phrase 'defensive against the throne' took bonding a long way from the idea of self-preservation.<sup>10</sup>

9. Andrew McDouall, lord Bankton, An Institute of the Laws of Scotland, (Edinburgh, 1751), 1.2.85-6.

10. William Robertson, The History of Scotland, (1st ed., London, 1759), i, 25-6.

The building up of the concept of bonds and alliances as forces which worked directly against law and order reached its height in the nineteenth century, when Tytler wrote of 'those feudal covenants, named bonds of manrent, which formed one of the darkest features of the times, compelling the parties to defend each other against the effects of their mutual transgressions.' And in Tytler's hands, the other strand in the critical approach also received the most extreme treatment; the barons 'trammelled by bonds of manrent among themselves....either refused to execute the commands of the sovereign, or received them only to disobey.'<sup>11</sup> This was the most extreme judgement; bonding was now wholly bad, one of the principal features which rendered civilised and ordered society impossible.

Tytler's strictures were the high point of condemnation. Since then, historians have been less inclined to single out bonds of manrent in this way, and have on the whole merely mentioned their existence, though still in the general context of the lawless, magnate-dominated society of the later middle ages. In the early twentieth century, there was one article which said rather more about them, 'Bonds of Manrent' by John Bartholomew. This was a pioneer article, the only attempt so far to consider the bonds in any detail. Having begun by quoting Bankton, it described the conditions made in the bonds, suggested, rather hesitantly, that they were not simply feudal contracts, and indicated the large number of alliances which could be built up through bonding by giving a list of some of the people bound in manrent or by friendship to Campbell of Glenorchy. But it was almost entirely descriptive, based on the traditional assumption of weak central authority and overmighty magnates; and it cut the subject in half by its assertion that the bonds were a purely Highland

11. P.F. Tytler, History of Scotland, (Edinburgh, 1841-3), v, 192.

custom. Discussion was confined to the Breadalbane bonds and those of Huntly and Erroll, although a few lowland bonds were cited - without, apparently, influencing the conclusion.<sup>12</sup> Finally, there have been signs, very recently, of a more balanced approach. The introductory chapter of Gordon Donaldson's James V-VII is a short survey of Scottish society in the sixteenth century, in which bonds of manrent are mentioned briefly in their proper context as one of the means by which a lord built up a following, without the emotive overtones of earlier writers; and indeed the whole chapter shows a significant move away from the traditional one-sided view of the barons as simply self-seeking and overmighty.<sup>13</sup>

In Scotland, therefore, comment on the later mediaeval form of the bond between lords and their men has been, up until now, very general, critical and almost entirely expressed in political terms. This does give a starting-point for detailed consideration of bonds of manrent and maintenance; were they indeed an abuse, an anti-social force, or were they in any way beneficial? On this point, the approach of the Scottish historians and lawyers who have been cited is obviously not very helpful and extremely limited. What it does is to provide, in microcosm, evidence of the same kind of ideas which were formerly current in the much wider and more detailed debate about the nature of society in England and north-west Europe. It has already been pointed out that discussion of that society, by both older and more recent historians, has been much more comprehensive than discussion of fifteenth century Scotland. The same difference is found in the treatment of the later mediaeval contract. To take one example: Tytler referred to 'those feudal covenants, named bonds of manrent.' It is

12. John Bartholomew, 'Bonds of Manrent', 42-64.

13. Gordon Donaldson, Scotland: James V-VII, (Edinburgh, 1965), 3-16.

not entirely clear, in his context, whether he used 'feudal' in its technical sense, or whether he employed it loosely to imply 'mediaeval', with the added overtones of barbaric; probably it was the latter. But this point has been made a central issue by English historians, in the debate which effectively began with Charles Plummer in the late nineteenth century,<sup>14</sup> and which is still unresolved today, about the nature of the late mediaeval contract and how far it is a decayed form of feudalism; in other words, to use the now familiar and accepted phrase, the debate about bastard feudalism.

It should be said at this stage that 'bastard feudalism' is not a phrase commonly used by Scottish historians.<sup>15</sup> But as the general concepts are so similar, it would be artificial to avoid some discussion of the debate or the use of a phrase which is now an integral part of the language of English historians writing about fifteenth century England and also about France and the German principalities.<sup>16</sup> At this point, therefore, the issue of 'bastard feudalism' will be surveyed briefly. It is important to do this, even although it has not been to any real extent part of Scottish historical writing, and is not therefore directly related to bonding in Scotland, for two reasons: first, because it would be wrong when considering the Scottish bond, to overlook discussion of similar contracts, and secondly, because it helps to formulate the questions which

14. In the views expressed in the introduction to Sir John Fortescue, The Governance of England, ed. Charles Plummer, (Oxford, 1885).

15. In two recent books, the rather less emotive phrases 'quasi-feudal' and 'the new feudalism' have been used to describe bonds of manrent: T.I. Rae, The Administration of the Scottish Frontier, 1513-1603, (Edinburgh, 1966), 8, and J.D. Mackie, A History of Scotland, (Penguin Books, 1964), 114-6. The distinction between these and 'bastard feudalism' is not very great.

16. For example, P.S. Lewis, 'Decayed and non-feudalism in late mediaeval France', in BIHR, xxxvii, (1964), 157-84, and 'France in the fifteenth century: Society and Sovereignty', in Europe in the Late Middle Ages, ed. J.R. Hale, J.R.L. Highfield and Beryl Smalley, (London, 1970), 276-300; and H.J. Cohn, The Government of the Rhine Palatinate in the Fifteenth Century, (Oxford, 1965), 154-161. I am indebted to Dr. Cohn for commenting on the similarity in the ideas expressed in the Scottish bond and the German Dienerbriefe.



should be asked - and also those which should not - about the society in which the bonds were made, and about the bonds themselves.

There is, in any case, one link between the modern debate about bastard feudalism and bonds of manrent and maintenance. Although modern Scottish historians have not written in those terms, there is one much earlier Scottish writer who did, who raised precisely the issues which are now debated. This was the late sixteenth century lawyer Thomas Craig of Riccarton. Craig underlined the importance of the personal relationship which in his view was fundamental to the feudal contract; this he stressed because, as Lord Clyde in his translation of Craig's Ius Feudale, wrote: 'he deplored the loss of the sense of mutual obligation....which was inculcated and encouraged by feudalism at its best.... Land had, however, become a commercial asset'.<sup>17</sup> But if the feudal contract had become debased, there was still one form of contract which retained the ideal. In what was almost a purple passage, Craig wrote:

'Et breviter nusquam, in quod alter alteri teneatur, melius et planius exprimi potest, quam per mutuas illas obligationes hominii et tuitionis, quae apud nos Manrent et Maintenance dicuntur in quibus ea, quibus alter alteri obligatur, fidelissime continentur, nisi quod feudorum natura maiorem includere benevolentiam inter partes videatur'.<sup>18</sup>

He had already referred to 'obligationem protectionis, hominii et manutentionis, vulgariter Manrent et Maintenance.... Has conditiones.... naturaliter omnibus feudis inesse antea diximus'.<sup>19</sup>

17. Thomas Craig, Ius Feudale, trans. Lord Clyde, (Edinburgh, 1934), I, xxv.

18. Thomas Craig, Ius Feudale, (Edinburgh, 1732), 2.11.1.

19. *ibid*, 2.5.8.

It is never made entirely clear how far Craig regarded manrent and maintenance as directly feudal, rather than as the new form of the ideal relationship which had disappeared from feudalism; he did not follow up his stated intention to consider how far these new obligations were 'coincident with those of the feudal relation,'<sup>20</sup> and in the two passages cited there is a certain ambiguity. But in the light of the later controversy about maintenance and good lordship in the later middle ages, Craig's emphasis on the idea that manrent and maintenance represented the best, not the worst, aspect of feudalism is a view which is well worth consideration. What makes his argument even more interesting is his comment on what Lord Clyde translates into the familiar modern idiom of 'bastard feudalism.' Craig believed that true feudal service could not be limited in any way: 'cum vassallus domino ad omnem operam, consilium, fidem, domi militiasque praestandam, & nullis finibus constrictam, ex natura veri feudi obstringatur.'<sup>21</sup> But if limitation or definition of service occurred, 'iam non est rectum & naturale feudum, sed degenerans.... & feudastrum, quasi semif feudum.'<sup>22</sup>

This choice of words compares directly with the two great modern definitions of 'bastard feudalism.' The phrase was first used by Charles Plummer to describe what he regarded as a degenerate form of feudalism which produced a breakdown in late fourteenth and fifteenth century English society.<sup>23</sup> It was brought into current modern use in a less harsh and censorious sense by K.B. McFarlane who, in the article which had a major effect on fifteenth century scholarship, cited the Oxford English

20. Ius Feudale, 2.11.1.

21. ibid, 1.9.27.

22. ibid, 1.9.27.

23. Fortescue, The Governance of England, ed. Plummer, xv et seq.

Dictionary to point out that while the most obvious meaning of 'bastard' was that used by Plummer, it also had the less well known but rather more respectable sense of 'having the appearance of', and with this second meaning the phrase could therefore be retained as a convenient description of the relationship between lords and their men in later mediaeval and early modern England.<sup>24</sup> 'Degenerans....& feudastrum, quasi semifeudum'; thus had a late sixteenth century lawyer anticipated nineteenth and twentieth century historians. But Craig's interpretation was very different from and more logical than either Plummer's condemnation or McFarlane's attempt to remove the implied criticism while retaining the emotive phrase; for the phrase is, regrettably, much more memorable than McFarlane's argument that bastard feudalism should be 'understood not as a kind of feudalism, however modified, but as something essentially different while superficially similar', which invites the obvious reservation that, if this is so, there seems no good reason to employ the phrase at all. Craig was writing about the decline in recognition of obligations which accompanied the granting of land; Plummer and McFarlane used almost identical phrases to describe a relationship which was not tied to the granting of land, and by doing so suggested, in the first case directly, and in the second by an unfortunate implication, something in decline, a view which was very far removed from Craig's assertion that the Scottish form of this relationship, manrent and maintenance, was the 'best and simplest epitome of the reciprocal duties of superior and vassal'.<sup>25</sup>

The importance of this straightforward description, oversimplified though it might perhaps seem, is that it states without qualification something fundamental, the personal obligations of lord and man. To this extent, Craig's ambiguity on the question of whether he

24. K.B. McFarlane, 'Bastard Feudalism', 161-2.

25. Ius feudale, trans. Clyde, 2.11.1.

considered merrent and maintenance as genuinely feudal or not is much less damning and possibly also less misleading than the modern concept of bastard feudalism. The real defect of this phrase is that it invites comparison with 'genuine' feudalism, thereby creating a pre-condition in which any discussion of the later middle ages has to begin with a slightly self-conscious defence. Thus, in very simple traditional terms, the twelfth century kings who feudalised as much of Scotland as they could created a state in which royal authority stood at a far greater extent than ever before; that is, feudalism worked for the king as well as for the magnates and lords. The later mediaeval kings, by contrast, faced with powerful magnates with their large or over-large followings, were directly threatened; bastard feudalism worked for the magnates, but against the crown. A statement of this paradox - or rather, of the similar English paradox as it existed before being challenged by McFarlane - was provided by Helen Maud Cam when she wrote:

'if this (indentures of retinue, described as 'these new feudal contracts') is to be called feudalism, it is a parasitic institution, deriving its strength from a system hostile to itself, cut off from its natural roots in the soil, and far removed indeed from the atmosphere of responsibility, loyalty and faith which had characterised the relationship of lord and vassal in the earlier middle ages'.<sup>26</sup>

This is an extreme form of the comparison, very hostile indeed to the later mediaeval contract. It suggests certain criteria for feudalism, and then asserts decline. But one is then faced with the question decline from what, or comparison with what? 'Bastard feudalism' is easily enough identified as the relationship between lords and their men which depended on the mutual contract of good lordship and service; the debate arises when historians consider the effects of that contract, the extent to which lordship was 'good' or the extent to which lords and

26. Helen M. Cam, 'The Decline and Fall of English Feudalism', in History, xxv, (1940), 216-33.

their retainers were a threat to ordered society. It also arises when historians try to pinpoint the extent to which it could be regarded as an offshoot - bastard, parasitic, new or quasi - of feudalism, for this depends on that most elusive thing, a definition of feudalism.

The purpose of this thesis is to discuss the late mediaeval relationship, not to attempt to explain or define feudalism. All that can be done here is to draw attention to the fact that there are numerous definitions, and suggest what seems convincing in terms of society as a whole, and not merely the law or the economy, and what does not. In fact, the difficulty of providing an adequate definition of the feudal relationship emphasises the problem of considering the relationship which superseded it. The feudal contract is the best known form; and it has been given so much more attention by historians than any other that there is a tendency to regard it as the norm rather than as one phase in the history of alliances between lords and their men, so that the contract which came after it was, almost inevitably, a bastard form, at best a decline, at worst an anti-social distortion of the ideal. At the same time, the complexities of feudal contract and its far-reaching effect on so many aspects of society have led to a multitude of interpretations of its every aspect, origins, motivation and decline, ranging from the Marxist to the almost meaningless generality which merely equates it with 'mediaeval'. Well could Ganshof write, 'Le mot "Féodalité"....prête à confusion'.<sup>27</sup> In much of the debate the cart has undoubtedly been put before the horse, and in particular the legal cart. In the seventeenth century this was admirably summed up by Francis Bacon: 'vocabula manent, res fugiunt'; yet, where

27. F.L. Ganshof, Qu'est-ce que la Féodalité?, (Brussels, 1947), 11. An interesting summary of these interpretations is given by Otto Brunner, 'Feudalism: the history of a concept', in Lordship and Community in Mediaeval Europe, ed. F.L. Cheyette, (New York, 1968), 32-61. Cheyette himself, in his introduction to this book, discusses the insoluble problem of definition, and in an admirable phrase explains this on the grounds of 'the uncommon amount of baggage the term "feudalism" carried with it', as well as 'a pervasive uncertainty as to precisely what is meant by "What is feudalism"?'.

the legal terms and the legal rights and claims of the lord survived, there was 'feudalism', in eighteenth century France or nineteenth century Russia, even although as an effective social force it had long been dead.<sup>28</sup> Equally in its economic ramifications feudalism after the thirteenth century becomes increasingly suspect as a concept. Craig's condemnation of the commercialisation which had taken place has already been mentioned. Much more recently it has been pointed out, reasonably enough, that after 1215 'English feudalism is, to all intents and purposes, a fiscal system'.<sup>29</sup> Legal and economic 'baggage' would certainly seem to act as a powerful aid to survival.

This is not to deny the economic pressures which forced lords to grant land to their household knights and then to make these grants hereditary, which had a great deal to do with the development of the legal, social and economic complexities conveniently, if ill-definedly, called feudalism; nor to deny the legal, political and economic drive to establish and maintain a governing élite in a context wider than that of merely military considerations, though this in itself is not necessarily 'feudal'. But it does suggest perhaps the retention of a word which is almost memeric, and is certainly misleading when applied to the centuries

28. Bacon's tag is quoted by Alfred Cobban, The Social Interpretation of the French Revolution, (Cambridge, 1968), 26; his chapter 'The Meaning of Feudalism' cuts eighteenth century French feudalism down to size in a very refreshing and convincing way, in his brief discussion of the type of approach which Ganshof had condemned as 'ces usages fantaisistes'.
29. J.M.W. Bean, The Decline of English Feudalism, 1215-1540, (Manchester, 1968), 6. In the same terms, Joel Hurstfield had already written about the late sixteenth century: 'The profits of fiscal feudalism, 1541-1602', in Economic History Review, viii, (1955-6), 53-61.

before and after the period of, at most, the tenth to the thirteenth century;<sup>30</sup> and the reason why it is misleading is that it gives too much weight to the legal and economic consequences while obscuring the personal relationship which was its basis.

The great historians of feudalism were well aware of this personal relationship. Ganshof summarized it as

'a development pushed to extremes of the element of personal dependence in society, with a specialised military class occupying the higher levels in the social scale....a graded system of rights over land....corresponding in broad outline to the grades of personal dependence....and a dispersal of political authority amongst a hierarchy of persons who exercise in their own interests powers normally attributed to the state, and which are often, in fact, derived from its break-up'.<sup>31</sup>

Marc Bloch gave even more emphasis than Ganshof to this basic personal dependence out of which feudalism developed. The first volume of his great work Feudal Society, subtitled 'The Growth of the Ties of Dependence', traces the development of feudalism against the background of the need for personal alliances and the pressures on the earlier forms of these personal alliances; and this, as an account of the society which can be called feudal - as opposed to the lingering institutional remnants of the later middle ages - is believable and meaningful in a way in which the conceptual or institutional approach can never be. Georges Duby also emphasised the social and political pressures, the pressures on the lord, for example, to tighten and define his control over his dependants, which created 'feudal' obligations; but at the same time he showed how impossible it is, because of the tensions which were inherent in the

30. The period identified as truly feudal, in the social as well as the legal and political sense, by Ganshof; and by Marc Bloch, Feudal Society, trans. L.A. Manyon, (2 vols. London, 1965). Georges Duby restricted the period further referring to 'les deux grands siècles féodaux' in his introduction to his detailed regional study, La Société aux XI et XII Siècles dans la région Mâconnaise, (Paris, 1953).

31. Ganshof, Feudalism, trans. P. Grierson, (London, 1952), xv.

relationship between lords and their vassals, to depict feudalism as in any way a more rigid, comprehensive or even particularly new solution to the problems of control by the lord and the assurance of allegiance by the vassal. Thus of 'feudalised' Macon by the end of the eleventh century, he wrote:

'To sum up, feudal institutions were adapted, without appreciably modifying, the former structure of the upper class. Between great lords or knights, homage is a simple guarantee, an undertaking not to harm; between a lesser noble and a powerful one, it is a true obligation, an undertaking to serve. Vassalage and the fief, customary practices born of private usage, reinforced the relationships which the unequal division of wealth and power had already imposed; they did not create others. In the Maconnais in the eleventh century, there was no special vassal-pyramid, no feudal system.... In spite of their power and their ability to confiscate the holding of a faithless vassal, the lords had little control over their men, these allodial holders who had other resources, other patrons and other refuge'.<sup>32</sup>

Of such a society, Montesquieu had written of the 'rules which tended towards anarchy, and anarchy that tended towards order and harmony', and Marc Bloch concluded his chapter 'The Paradox of Vassalage' on a note of profound and moving optimism. Duby saw neither paradox nor grounds for optimism; in the bluntest of pessimistic phrases, he summed up his discussion with the words 'la féodalité, c'est un pas vers l'anarchie'.<sup>33</sup>

All this is very far removed from the feudalism of the later mediaeval and early modern period, and from the remarkably ideal feudalism of Helen Cam. To Ganshof, Bloch and Duby, it was rather because there was a need to bolster up the 'atmosphere of responsibility, loyalty and faith' that feudal obligations, with their legal and political force, came to be grafted on to the older alliances; and even then they were by no means always successful, for Bloch's good vassals and bad vassals were a feature of feudal society just as loyal men and disloyal men were a feature of non-feudal. And the natural roots of the contract lay not in the soil,

32. Duby, La Société aux XI et XII Siècles, 185-95; the quotation is translated from pp.194-5.

33. Montesquieu is quoted by Cheyette, Lordship and Community, 3; Bloch, Feudal Society, I. 231-238; Duby, La Société aux XI et XII Siècles, 195.



as Helen Cam suggested, but in personal allegiance. The importance of land at all times in pre-industrial society was that it was the decisive factor in marking out a man's wealth, prestige and power. It came to be inextricably bound up with the personal relationship as the tangible inducement or reward of that relationship; but it was not the origin or root of it. This tying of land to personal contract meant that the feudal contract became in time immensely complex, and apparently far removed from its original purpose. For this reason only, it would therefore be overstating the case to deny that feudalism had any meaning at all after 1300. But it would appear that there are strong grounds for questioning its relevance in anything more than a restricted and technical sense; and this makes the suggestion that 'disagreement might be reduced if words like 'feudalism', now less a term of convenience than a cover of ignorance, were expunged from the historical vocabulary' a very attractive proposition indeed.<sup>34</sup>

This may seem in the end to add up to no more than a problem of semantics. Yet the pattern has been so far set that no historian since McFarlane has written about the later middle ages without at least referring to, if not grasping, the nettle of bastard feudalism. A year after McFarlane published his article 'Bastard Feudalism', N.B. Lewis attacked the idea that indentured retainers, criticised as a bastard form of feudalism, added to the lawlessness of fourteenth century society.<sup>35</sup> William Hueb Dunham discussed more directly the extent to which these indentures were feudal in the opening section of his long article on William, lord Hastings, entitled 'The Feudality of Retaining'. In spite

34. Dunham, in his review of Brice D. Lyon, From Fief to Indenture: The Transition from Feudal to Non-Feudal Contract in Western Europe, in Speculum, xxxiii, (1958), 304.

35. N.B. Lewis, 'The Organisation of Indentured Retainers in Fourteenth Century England', in TRHS, 4th ser. xxvii, (1945) 29-39.

of his stricture quoted above, he developed the argument that retaining was not bastard feudal - a concept which he attacked as unenlightening in his opening sentence - but feudal, by tracing direct descent from the fief to good lordship and service by way of the fief-rente. While this may to some extent confuse rather than clarify, in its insistence on the retention of the idea of feudality, Dunham's approach is nevertheless more productive than that of the defenders of bastard feudalism, because of its stress on the personal contract which was at all times the basis of the relationship between lord and vassal, the positive values of the contract, and the idea that it had not declined by the fifteenth century but developed; in other words, the thing which was always fundamental was at no time bastard. Dunham described the new contract as having a 'close resemblance to the Anglo-Saxon institution of lordship', and also creating 'a more refined, certainly a more subtle, relationship, one that could be advantageous and effectual only in a more sophisticated society'. He demonstrated the advantages and effect by illustrating the loyalty of Hastings to his own lord, Edward IV; and while he was careful to point out that his conclusions were based on the actions of this one man, his general discussion and his particular example give considerable weight to the doubts he raised about the 'atmosphere of responsibility, loyalty and faith' as existing in the earlier middle ages and lost in the later.<sup>36</sup>

Finally, two historians have stated positively that retaining was not feudal. Writing about fourteenth and fifteenth century France, P.S. Lewis drew a distinction between 'decayed feudalism' - the fief-rente - and the non-feudal alliance, the contract either between men of equal rank or between men and lords, in which the man became the allié and not the

36. Dunham, 'Lord Hastings' Indentured Retainers, 1461-1483, in Transactions of the Connecticut Academy of Arts and Sciences, 39, (1955), 1-175.

vassal of his lord. The basis of Lewis' distinction was that not only were these contracts not tied to land, but, more important, they did not involve homage. Lewis admitted that

'this may seem utterly to lack a distinction. But in lacking that distinction it provides a crossing almost without a jar from the old world of the feudal relationship to the new world of the non-feudal; from the firmest of relationships based upon land and homage to the most flexible of relationships based upon a contractual expression of mutual interest'.<sup>37</sup>

Brice Lyon, covering the wider field of western Europe, made exactly the same distinction. He differed from Lewis in his view of the fief-rente, which to him was far from being 'decayed feudalism'. Indeed, he made a strong case for maintaining that so genuinely feudal was the fief-rente that until it passed out of use in the early fifteenth century, 'the feudalism of money had a vitality that must be recognised'.<sup>38</sup> In his book, he contrasted the fief-rente mainly with the military contract, showing the many similarities but pointing to the major difference: the one was feudal, the other not because the one involved homage, the other did not.<sup>39</sup> Here, the distinction between the military indenture and the indenture of retinue was somewhat blurred. But in his review of Dunham's article, there was no such blurring; and he concluded that 'any contract that did not involve homage was not feudal'.<sup>40</sup> In the following year, Dunham counterattacked in his review of Lyon's book, quoted above, arguing that 'while faith and fealty, or indenture and oath, were the ceremonial sanctions, the essence of feudalism was faith and trust'; and since faith

37. P.S. Lewis, 'Decayed and non-feudalism in later mediaeval France', 157-160

38. Brice D. Lyon, From Fief to Indenture: The Transition from Feudal to Non-Feudal Contract in Western Europe, (Harvard, 1957), 273.

39. *ibid*, 262-3.

40. Lyon, review of Dunham in Speculum, xxxii, (1957), 558.

and trust were present in the indenture of retinue, it was therefore feudal. For all the value of Dunham's work, here surely is an example of 'feudalism' being given unwarranted priority over the lord-man relationship. Indeed, Dunham had already pointed out that faith and trust were 'the essential element of lordship or vassalage, in any century', which gets the priorities right.<sup>41</sup>

In any event, these arguments are of considerable interest with regard to the Scottish bonds, bonds which themselves stressed loss of honour as the real consequence of the breaking of obligations, rather than material penalties; the question how far they were made in a society in which men believed in the ideals of faith and trust is an important one. And the new criterion, the absence of homage, is very relevant to the Scottish bond, and it will therefore be discussed at greater length in the following chapter.

Two themes can therefore be seen in the building up of the criticism, or even condemnation, of the later mediaeval contract; both are at least suspect. In the purely Scottish context, bonds of manrent, maintenance and friendship have been the subject of consistent attack from the seventeenth century onwards; but the fact that the attack did not begin until the seventeenth century suggests that it is open to question and not necessarily convincing, particularly as it has never been stated in anything more than the most general terms, in a few sentences or paragraphs, as a blanket condemnation of a contract which lasted for some 150 years, affecting hundreds of individuals in different parts of the country in differing circumstances and with differing aims. And it is perhaps an appropriate time to look at Scottish bonding in detail, when

41. Dunham, review of Lyon, in Speculum, xxxiii, (1958), 304 and 302.

the other more general theme of fifteenth century northern European society in decline, with the bastard feudal contract having pride of place in that decline, is now so much the subject of controversy and revision.

Bastard feudalism is, ultimately, a sterile concept. It effectively limits debate to consideration of whether it created total or only partial break-down of law and order.<sup>42</sup> If, therefore, it is at least tentatively rejected as a meaningful starting point for the discussion of the Scottish bonds, the subject is immediately opened up to much wider considerations. Without beginning with the disadvantage of regarding the bond as a decayed form of contract, it is possible to trace back common ground, as Dunham did for the English indenture, in a positive sense, and not the negative one of the 'bastard feudalists', even if this does not necessarily lead to Dunham's conclusion that the later contract was therefore feudal. But one can go further than this. Perhaps the greatest strength of Marc Bloch's Feudal Society lies in the considerable amount of space devoted to putting the feudal contract into context: the needs of society, the pressures on the lord and the demands of the vassal - made all the more meaningful because they are illustrated by a wealth of individual examples, not merely stated in general terms - and the need to graft a more formal type of contract on to older alliances, in particular on to the most primitive and fundamental bond of all, the bond of kinship. Here, surely, are the right questions which must be

42. This is in no way to deny or play down the immense contribution of McFarlane - perhaps the greatest single contribution of any historian to fifteenth century studies - which opened the way to reappraisal and development of that reappraisal. But discussion of 'bastard feudalism', for example, at the Fifteenth Century Colloquium held at Cardiff in September 1970 showed the limitations. The argument became fairly restricted to the narrow area of doubtful to not so bad; and indeed there were some signs of a reversal of McFarlane's views, and a return to the idea that it was really rather disastrous after all.

asked about the later contract, the bond of manrent and maintenance. Why, for example, was it necessary to have a written bond at all? From whom did the lord seek formal recognition of service and allegiance? Is the traditional idea of the dominant overmighty Scottish magnate misleading, and should one suggest a rather different emphasis, that of the lord in the fifteenth century having to struggle to assert his dominance over those immediately below him in the social scale? Did the bond indeed create or increase friction in society, or was it a pacifying force, fitting into existing social concepts? And what was the relationship between the bond of manrent and kinship?

This last question is a move, from the historian's point of view, into a different world, away from the tangible evidence of the written word to the far more problematic and speculative, if no less fascinating attempt to understand a form of contract which there was no need to define in writing. But if it was necessary for Marc Bloch to consider it in order to give his subject context and meaning, it is equally necessary when discussing fifteenth and sixteenth century Scotland, where, as all Scottish historians writing on this period agree, the tie of kinship was still immensely strong. To define what was meant by kinship is not, however, easy. The nature of the evidence makes it possible to discuss in some detail bonds of manrent, maintenance and friendship; although there are many gaps in the evidence which leave certain questions unanswered, there are some 800 surviving bonds. There is, of course, nothing like this to illustrate the obligations of kinship and the form it took in Scotland, so that inevitably consideration of it is less precise. Nevertheless, if the available evidence makes it possible to deal with the bond of manrent at far greater length than the bond of kinship, the latter cannot be overlooked. It is, after all, slightly artificial, however inevitable,

to single out and concentrate on the bond of manrent, just as it is artificial to single out the feudal charter, when seeking to understand lordship and service in the middle ages.

In attempting to counteract this artificiality by showing the relationship of the bond to kinship, there is one source of information which is well worth using, and which perhaps leads to a greater understanding of the subject: that is the work done by sociologists, or, more precisely, social anthropologists. It is not the intention here to enter into another great modern controversy about which strong views are expressed on both sides, both verbally and in print, as to the merits of history and sociology, and the extent to which each discipline may profit from or be damaged by the other. But certainly the historian can no longer ignore the sociologist. On this particular subject, where there is now a wealth of literature on modern kin-based societies, written with the advantage of first-hand observation of both the forms of kinship and the attitudes of those societies in which kinship is still of fundamental importance, it would be surely short-sighted to fail to take account of such work, even if it must be used with caution when related to late mediaeval Scotland.

This then suggests the general questions to be considered in order to fit bonds of manrent and maintenance into the context of fifteenth and sixteenth century Scottish society. What of the bonds themselves? They were always written in the vernacular; and the first surviving bond of manrent is dated 1442. This is probably a meaningful starting date, because although there were vernacular bonds of service before that date, they were rare and sporadic, they were not described as bonds of manrent, and they can therefore be regarded as forerunners,

in a small way, of the contract which was to become commonplace in the second half of the fifteenth century. Likewise discussion of the bonds can be concluded about 1603, for the occasional vernacular bonds made after that date are rare and outdated survivals of an earlier custom, rather than an integral part of social and political alliances; in the seventeenth century, it was the collective bond, the covenant, which was important and which had superseded the individual bond, the supreme example being, of course, the National Covenant of 1638.<sup>43</sup> But in the period 1442-c.1603, bonds of manrent and maintenance were very familiar documents, with a prominent place in the building up of alliances and social groupings, a place perhaps second only to that of kinship.

An obvious and immediate indication of their commonplace nature is that bonds of manrent and maintenance are found in every part of the country. They were a Scottish phenomenon, not merely a Highland one as Bartholomew argued,<sup>44</sup> still less 'the Lowland equivalent in self-help of the clan system which prevailed in the Highlands'.<sup>45</sup> In the north-east, the major recipients of bonds were the earls of Huntly and Erroll; and there are some made to families of lesser rank, the Campbells of Cawdor, the Mackintoshes of Dunnachton, captains of Clanchattan, the Grants of Freuchy and the Irvines of Drum. The west was dominated by the Campbells, of Argyll, of Glenorchy and, to a lesser extent, of Barrichbyan. On the borders again bonding was common, notably

43. Sidney A. Burrell, 'The Covenant Idea as a Revolutionary Symbol: Scotland, 1596-1637', in Church History, xxvii, (1958), 338-50.

44. Cited above, pp.10-11.

45. J. Irvine Smith and Ian Macdonald, 'Criminal Law', in Introduction to Scottish Legal History, (Stair Society, 20; 1958), 285-6; no evidence at all is cited to support this view.



to the earls of Angus and the Maxwells, and also to the Kerrs, Scotts and Johnstones. And from the lowlands and south-west are the bonds made to the earls of Arran, Morton, Eglinton, Cassillis, Lennox and Montrose, and to the Boyds of Kilmarnock, the Oliphants and the Hays of Yester. And as with practice, so with convention; with the exception of the bonds made to the Campbells of Glenorchy, Cawdor and Barrichbyen, which included the purely highland customs of giving calps and, in the case of Glenorchy, fostering, and with the proviso that, as will be shown, bonds of manrent did not follow a rigidly stereotyped text, regional variations do not occur; a man in Aberdeenshire or Moray making a bond of manrent was doing the same thing, in the same way, as a man in Lothian or Ayrshire.

In demonstrating how widespread bonding was, it was most convenient to cite the families known to have received a reasonable number of bonds; the list of families who made the bonds is, of course, very much more extensive.<sup>46</sup> But inevitably there are gaps in the evidence, family collections in which remarkably few or no bonds are found. It is difficult to believe that in an age when bonding was standard practice in every part of the country, there were some families who either held aloof completely from what was a well-known method of building up alliances, or really made so few that the exercise must have been fairly futile. It is much more likely that the omissions can be explained by the fact that by the end of the seventeenth century the bonds were already of antiquarian

46. See Appendix A.

rather than practical interest, and therefore for many no doubt not worth keeping. At Glamis, for example, only one bond survives; but there is in this archive such a preponderance of land-titles and an almost complete absence of personal papers from this period that it seems more likely that a later Lyon with an over-developed sense of order cleared out his charter-chest than that bonds were never made by the Lyon family. This seems to be the case also with the Farquharsons of Invercauld, who were a fairly prominent local family in the sixteenth century, known to have allied themselves with the house of Huntly, but whose papers survive in any quantity only after 1603.<sup>47</sup> Thus Cosmo Innes' assertion that 'Bonds of Friendship, Bonds of Homage, Bonds of Manrent and Maintenance are found in greater or less quantity in all old Scottish charter-chests' is not now entirely accurate; but in terms of the sixteenth century situation, although it cannot be proved, he was very probably correct.<sup>48</sup> In any event, there can be no doubt that on the basis of the geographical distribution of what survives, bonding was a very well-known feature of Scottish society, and therefore, one can assume, a useful and important one as well.

Commonplace and important as they were, there are gaps in the evidence which inevitably create problems in assessing them. In part, this arises from the fact that the making of a bond of manrent or friendship was only one of the ways in which a lord built up his alliances.

47. H.M.C. Fourth Report, (London, 1874), Appendix, 533. The section on the manuscripts of the Farquharsons of Invercauld mentions a bond of maintenance between George, earl of Huntly, and Donald Farquharson of Tullygarmouth, dated 14 October, 1559. This is not now to be found at Invercauld.

48. Cosmo Innes, Sketches of Early Scotch History, (Edinburgh, 1861), 365.

In addition there were not only his kin, but his tenants and servants and his household men, and those bound to him by marriage alliances. Those men who made bonds of manrent to, for example, the earls of Huntly, formed only part of the total number of his dependants, and do not therefore stand out as a distinguishable group acting on his behalf in a way in which no-one else did. Thus when the records suggest that Huntly had great power in the north because of the great number of his dependants, they are not merely reflecting - and therefore not singling out for mention - the fact that Huntly received a large number of bonds. In general, the evidence exists on two levels: the bonds themselves, and contemporary records which give a clear picture in general terms of a society maintaining itself by mutual alliances, with little specific reference to bonds of manrent.

Secondly, there is nothing in Scotland to correspond to the Paston Letters in England, which would make it possible to get behind the formal bonds and therefore gain more insight into the society which made them by seeing the small day-to-day events as well as the large ones. Far from having this kind of evidence which would do so much to fill out the picture, very often our only knowledge of the making of a bond comes from the bond itself. This may provide some information, in that it may state the reason why it was made, though a phrase such as 'for sindry gratitudis' does not really help very much; and in any case, the majority of bonds contain no explanation at all. There are, therefore, questions about bonding which cannot be answered conclusively. It is simply not possible to show in detail the circumstances in which most bonds were made, nor, for example, why it was that some north-eastern families made bonds to the earls of Huntly and Erroll, and others who might equally

have been expected to do so, on the basis of their social standing and the position of their lands, did not.

The scarcity of references to bonding in official records, acts of parliament and council records, raises questions of a rather different kind. The magnates who came to parliament and council to discuss the good of the commonweal, the maintenance of law and order, the punishment of breakers of the peace and so on, and who on three occasions sat in parliaments which condemned the making of bonds of manrent were at the same time the major recipients of the bonds in their localities. Does this suggest hypocrisy on a grand scale? Were the acts of parliament the product of normal government policy or of particular circumstances? Was there, in general, any distinction between the government - according to the traditional view threatened by bonding - and those who made bonds, and if not, does this imply a high degree of political irresponsibility? Again, there is hardly any mention of bonding in judicial records; there are very few examples of men being brought to court for breaking their bonds. Are there few such cases because, as the bonds were the product of a lawless and violent society, so the breaking of them was settled lawlessly and violently? Or are there few such cases because, by and large, men did not break their bonds?

All these are questions about the attitudes of the society in which bonds were made; and at this point, another limitation of this subject, of a rather different kind, should be made clear. This thesis will not attempt to analyse, in a general or comprehensive way, Scottish society in the fifteenth and sixteenth centuries. But because it deals with an essentially social subject, and covers a considerable period of time, it will necessarily touch on other aspects of society which would form separate studies in themselves, and on these aspects,

suggestions rather than extensive discussion or explanation will be offered.

Nevertheless, bonds of manrent, maintenance and friendship are a subject of sufficient importance and interest to justify this attempt to look at them in detail. And while they are bound by what, after all, are the limitations of any mediaeval study, enough can be discovered about them to make this possible, and to provide not a rigid and neat definition about something so complex and variable as a social practice based on the intangible concepts of good lordship and service whose hey-day lasted for some 150 years, but an answer to the fundamental question about bonds of manrent: did they ever reach the level not of the pious ideal of Helen Cam's phrase but of the warm, vital, personal and rewarding relationship described by Marc Bloch for an earlier age; or were they, after all, the squalid, selfish product of the lawless, self-interested magnate class so familiar in accounts of later mediaeval Scotland?

## CHAPTER TWO

### THE MEANING OF 'MANRENT'

A remarkably clear indication of the transition from the feudal or tenurial to the non-feudal or personal contract, which was discussed in general terms in the introductory chapter, is provided by the development of the word which came to be associated with the relationship between lords and their men in fifteenth century Scotland. The phrase 'bond of manrent' is unique. In other northern European countries there was no significant change in language to describe the new contract; familiar terms were used, in England the indenture, in France the alliance, in the German principalities the Dienerbrieife, even if their meaning may have been subtly altered. In Scotland, the word 'bond' or 'band', which was the form always used in middle Scots, presents no difficulty; it was a common word, which was applied to a type of document widely used in the fifteenth and sixteenth centuries and subsequently. Always written in the vernacular, this document was a one-sided undertaking by which a man bound himself to fulfil certain obligations to another, and it was used in matters of money, land or the reinforcing of obligations already stated in a mutual contract between the granter of the bond and the recipient. But in order to identify the particular bond between lords and their men, a very rare and archaic word was dragged out of its literary obscurity and used to describe a contract which was common enough to give 'manrent' a familiar place in current usage until the early seventeenth century when both word and contract died out of use. The word 'manrent', whose popular life lasted effectively for some 150 years, therefore merits some attention.

'Manrent' is the middle-Scots form of a late Anglo-Saxon word 'mannraedan', which derives from 'man' in the sense of the lord's man or dependant, and the verb 'raedan', meaning to counsel or agree, and in compounds, 'be in the state of'. It was an extremely rare word. The earliest known examples are in Aelfric's Homilies and in his treatise on the Old and New Testament, written at the end of the tenth and beginning of the eleventh centuries; phrases such as 'then the town dwellers sent to the famous Jehu, (and) offered him mannraedan for all his commands', and 'then said our friends that we should come to you to your mannraedan',<sup>1</sup> show that the word meant allegiance, obedience or dependence, and also show that it was used in two ways, first in the sense of the inferior's mannraedan or dependence, and also in the sense of the superior's mannraedan or right to obedience. The ending 'raedan' suggests not a single act of allegiance, but rather a continuous state, though this is not in itself an infallible guide. The first quotation is somewhat ambiguous, but in the second there seems no doubt that a state and not an act is described. On one occasion, the word is used with the verb 'to make': 'a certain man made firm mannraedan with the devil'.<sup>2</sup> This is very clearly an act. But when it is contrasted with the sentences 'and (it) greatly shamed him of the devil's mannraedan, in which he had been until that time', or 'he (Apollo) who may truly pity your ignorance and turn (you) to his mannraedan',<sup>3</sup> it would appear that 'to make mannraedan'

1. Aelfric, Homily extracted from the Book of Kings: 'pa seude seo burhwaru to dem bremen Hieu budon him manraedene to eallum his bebodum'; and Joshua, ix, 11, in The Old English Version of the Heptateuch, (E.E.T.S., Orig. Ser. 160), 391: 'da cwædon ure frynd daet we comon to eow to eowre mannraeden'.
2. From Aelfric's Homilies, quoted in Bosworth and Toller, An Anglo-Saxon Dictionary, (Oxford, 1898-1921), s.v. 'manrent': 'sum man deofle mannraedenne befaeste'.
3. Aelfric, Homily on St. Martin: 'and him micclum sceamode paes deofles manraedenne pe he on was op paet'; and Homily on St. George: 'se de sodlice mæz piure nytennyse zemiltelan and to his manraedene zebizan'.

as opposed to 'to be in mannraedan' is very exceptional. The two meanings may not in fact be contradictory. It is perhaps not unreasonable to surmise that when a man put himself into 'mannraedan', he performed some formal act, and the word therefore covered both act and lasting allegiance, with the emphasis on the latter. And at this stage, it was clearly used to refer as much to the lord's mannraedan as to the man's. Finally, it has been suggested that the fact that it was a late word, which does not appear in Anglo-Saxon poetry, indicates that it was, in a rare form, a legal and contractual term which reflects the greater emphasis at this period on the vassal's obligation than was found in early Anglo-Saxon England, when the oaths of both lord and man were given equal prominence.<sup>4</sup>

Etymologically, 'mannraedan' is exactly the same as 'homagium' or 'homage', the word which came into common use in the twelfth century, largely replacing 'hominium', and which continued to be widely used throughout the thirteenth and fourteenth centuries, though perhaps by the end of that period with less meaningful force. But although the ending 'agium' corresponds to 'raedan' and strictly implies 'a state of being', 'homage' was always used at this time to describe a single act of allegiance by which a man entered into a relationship of dependence upon another; it was not until the late fifteenth century that it came to be used in its secondary sense of 'being in a state of homage'. It was not therefore the equivalent of 'mannraedan' as used in the Anglo-Saxon period.

4. I am grateful to Mr. L.W. Collier of the University of Glasgow for his help and advice about the word 'mannraedan', and for providing me with texts and translations other than those found in Bosworth and Toller.



After 1100, 'mannraeden', which had been little enough used in Anglo-Saxon England, became even more rare. Where it did occur, it appeared normally in the form 'manred', and its meaning had changed; it now corresponded exactly to homage. In the Anglo-Saxon Chronicle, for the year 1115, there occurs the sentence 'He (Henry I) acted so that all the chieftains in Normandy did mannraeden and faithful oaths to his son William'; and in 1137, 'they had made manred to him (Stephen) and sworn oaths'.<sup>5</sup> The use of manred in this context - to do or make manred - put a quite different emphasis on the word, turning it into an act instead of a state.

It does not appear to have been used in this sense after 1300. Examples from the Oxford English Dictionary show the later meanings which developed from the idea of homage. In the fourteenth century, manred was used to denote vassals collectively, and therefore a supply of men who would fight;<sup>6</sup> and in the sixteenth century, it became the position of a leader of fighting men.<sup>7</sup> The example cited below suggests that a word which had always been rare and unfamiliar was by this time regarded as entirely antiquated.

5. Anglo-Saxon Chronicle, MS.E, sub anno 1115: the words used are 'dydon manraeden'; and sub anno 1137: 'hi hadden him manred maked and athes suoren'; this seems to be the earliest example of the form 'manred'. The Peterborough Chronicle, 1070-1154, ed. Cicely Clark, (Oxford, 1970), 37 and 55.
6. For example, 'He is ded and his kynred  
And alle his frendis and his manred':  
Land Troy Book, 18596 (c.1400);  
and a very late example, using an unusual form: 'A good Manreode  
is an inexhaustible stocks': R. Johnson, Kingdom and Commonwealth,  
22 (1630).
7. For example, 'That gentlemen, that had the manred (as some yet call it) or the office, to lead the men of a Towne or Parish':  
Lambarde, Peramb. Kent, 453 (1570-76). Curiously enough, Lawrence Stone used it in this sense to sum up a social phenomenon, thus giving it a greater prominence than it perhaps really had, when he wrote: 'The key to early and mid-sixteenth century society is to be found in the word "manred", meaning control over persons for military service, a word which, significantly enough, had disappeared from the English language by the middle of the seventeenth century':  
The Crisis of the Aristocracy, 1558-1641, (Oxford, 1965), 264.

In the late fourteenth century, 'manred' and other 'raedan' compounds came into middle Scots. Why this happened is not known; but whatever the reason, they came to be much more widely used in Scotland than they had ever been in England. Using 'manrent' as an example, the Scottish form came by metathesis from Anglo-Saxon mannraedan, middle English manred or manredyn, and then into Scots as manredyn and subsequently manrent. Other 'raedan' compounds were lufrent (meaning a state of amity), hatrent (hatred) and kynrent (kinship or kindred) which developed through the same stages, though in these cases the common middle English form had the 'redyn' ending, not 'red' as in manred. Between the middle English form and the final Scottish word was an intermediate stage, 'rend'; in other words, strictly speaking the development was redyn or red - rend - rent, but in fact examples of the 'rend' form are very rare and occur after the final form has appeared.<sup>8</sup> Indeed, in practice there was a number of variations in form. As well as the rare 'manred', one finds the tautological 'manrendeschip' occasionally used in the fifteenth century, and in the sixteenth, the English form 'manred' altered by Scottish spelling to 'manreid', 'manreyd', 'mandred' and even 'manrecht'. The gulf between practice and literary ideal was fairly wide.

Lufrent, hatrent and kynrent were all words in general use. Manrent began as a rare and almost exclusively literary word, and then came to be used almost entirely in one context, that of the bond between lords and their men, and when it did so, it once again changed its meaning. When it first appeared in Scotland in the late fourteenth

8. Elisabeth Westergaard, Studies in Prefixes and Suffixes in Middle Scottish, (Oxford, 1924), 61-2. But, for example, 'kynrend' is used in a document dated 1425, printed in W. Fraser, Memorials of the Montgomeries, Earls of Eglinton, (Edinburgh, 1859), ii, 9; and 'manrend' in 1531, in Fraser, Memoirs of the Maxwells of Pollock, (Edinburgh, 1863), i, 261.

century, it was apparently the form 'manredyn' which was used, and it quite clearly meant 'the act of homage'. The first known examples come from Barbour's The Brus. It is difficult to argue from the surviving texts of The Brus what form was used, as both the existing manuscripts are fifteenth century, written within ten years of one another. The earlier, MS.C, written in 1487, uses 'manrent' on the three occasions that the word occurs; the later, MS.E, twice uses 'manredyn' and once 'manrent'. It has been suggested that the version which uses 'manredyn' is the one which gives the fourteenth century form of the word; but as in one case there is no alternative given for 'manrent', it is difficult to argue this with any certainty.<sup>9</sup> The only certain form of the word in the late fourteenth century is 'manredyn', which occurs in an indenture dated 1392.<sup>10</sup> Almost certainly, 'manredyn' was indeed the earliest form in Scotland, but it is clear that it was still an extremely rare word.

There is no doubt at all about what manrent meant at this time. In the three passages from The Brus, it is quite clearly used as an alternative to 'homage'. Possibly this was for reasons of scansion; for example,

'The Kings of Irchery  
Come to Schir Eduarde halily 11  
And thar manredyn gan him ma'.

And in the following lines, to avoid repetition:

'This gud man gert cum ane and ane  
And mak him manrent (evir) ilkane 12  
And he him-self first homage maid'.

In the third passage, it is used as an alternative to the familiar phrase 'homage and fealty':

9. Barbour, The Brus, (STS, 1893-5); this edition is mainly based on MS C, and gives alternative readings.
10. W. Fraser, The Lennox, (Edinburgh, 1874), II, 46.
11. The Brus, bk.xvi, 11.301-3: MS.E.
12. The Brus, bk.v, 11.295-7.

'The Kyng Davy was crownyt ther;  
And all the lordis at thar war,  
And als of the comminite, 13  
Maid hym manrent and fewte'.

This phrase occurs again in the indenture of 25 July 1392, when Duncan, earl of Lennox, gave free and heritable assine and possession of the lands of Tarbet and Glendouglas to William of the Spens, burgess of Perth, and his wife Isabel, as freely as they had held of the earl's father, and discharged them of 'al maner of servys of the forsayde landis....outakyn manredyn or fewte quheyn as be aucht of the sayde landis'.<sup>14</sup> It was not stated when this was owed, but here again 'manredyn' clearly refers to a specific act, which would most probably take place on the occasion when an heir inherited.

In the 1420s Wyntoun used the same phrase, this time in the form 'manrent and fewte'; this is the earliest certain use of 'manrent', and at the same time, the last occasion on which it was used with 'fewte' as an alternative to 'homage':

'The Erle off Athollis than Dawy  
Throuch the Stewartis sanyhoury  
Had tane manrent and fewte'.<sup>15</sup>

Finally, the only other passage in which manrent was used in this meaning comes from The Buik of Alexander. It has been suggested that this was translated by Barbour, which would put it into the fourteenth century; but it is more probably fifteenth century, and

13. The Brue, bk.xx, 11.126-9.

14. Fraser, Lennox, ii, 46. 'Manredyn or fewte' is curious; possibly 'or' is simply a mistake for 'and'.

15. Andrew of Wyntoun, The Orygynale Cronykil of Scotland, ed. D. Laing, (Edinburgh, 1872-79), bk.viii, 1.4273.

possibly later than Wyntoun, in which case this would be the last and at the same time the clearest example of all in which the physical act of homage is referred to:

'The King and all his companie  
 Ressevit he weill and nobillie,  
 And of him tuke to hald his land  
 And maid him manrent with his hand';

the last line here is the invention of the Scottish translator, and does not correspond to anything in the French original, Les Voeux du Peon.<sup>16</sup>

Until the 1420s, then, if not slightly later, 'manrent' was a literary word meaning the act of homage. Within twenty years, it meant something very different; it had been brought into association with the bond to which it gave a name. The first bond in which 'manrent' is known to have been used is dated 18 January 1442. This is a short document in which the grantor, Thomas Fraser, lord of the Lovat, bound himself 'to haf becummyn lele man and trew' to Alexander earl of Ross and lord of the Isles, and promised to 'mak my said lord lele and trew service at all my gudely power quhat tyme I be chargit therto, and assiste to him in contrar of all man and man that lyffis or lyff may or de may, myne allegiance to my soverine lord the Kinge outane, and my feute to the ryghtwise Erie of Murray that beis for the tyme'. He further obliged himself to pay 1500 merks Scots 'giff it happin me the forsaide Thomas Fraser to brek my manrent and obelysinge made to my

16. The Buik of Alexander, (STS, 1921), 11.1.18

foresaid lord the Erle'.<sup>17</sup> This is somewhat ambiguous. Although the bond itself was a lasting obligation of service, the statement 'manrent and obelysinge made....' still suggests a single act of allegiance; in other words, manrent was the formal act which initiated the long-term service. This may well have been the case; indeed, there would seem no reason to doubt it if it was not for the retrospective doubt raised by the next document in which manrent was used, which brings out the change of meaning very clearly indeed.

17. Macdonald Lord of the Isles 1. Two references to earlier bonds of manrent, apparently made in the thirteenth century, have been found, but neither is genuine. In the Mar and Kellie Muniments there is a list of six documents relating to the earls of Mar, written almost certainly in the seventeenth century: SR0, GD 124/7/9. The first of these is described as 'ane Indenture betwixt the prior and convent of St. Andrews & Gillemor Stolgo de Tarvalont containing a bond of manrent by him therein the date is 1222....' to which the late earl of Mar was a witness. This is clearly the document printed in Illustrations of the Topography and Antiquities of the Shires of Aberdeen and Banff, (Spalding Club, 1847-69), ii, 18-19; it is in fact an agreement between the prior and convent, and Gillemor 'hominem sorum ligium et nativum', by which the prior and convent gave Gillemor license to be with I. son of the late earl of Mar, as long as it pleased them, Gillemor to return to them when required. The second example comes from an exceedingly unreliable seventeenth century work, James lord Somerville, Memorie of the Somervilles, (Edinburgh, 1815). The author gives the texts of two bonds of what he calls 'mandrey' and one bond of maintenance, in each case altering the language and spelling to produce a hybrid Anglo-Scottish bond. But two of them, dated 1462 and 1489, may conceivably be genuine bonds. The earliest, however, purports to be a bond of manrent made in 1281 by Sir Walter of Newbigging and Sir David of Towie; it follows the text of the 1462 bond fairly closely, and has the unique feature of binding both the parties in manrent to one another. Because of what the author has made of the language, it is not possible to draw any detailed conclusion about the form of words; but I am grateful to Miss Janet Templeton of the University of Glasgow for her assurance that she has no doubt that this is not a rare document written in Scots at this early date, but is entirely spurious.
- Memorie of the Somervilles, i, 75-6.

In 1446 there was a decret arbitral which dealt with the claims of Alexander of Forbes and Malcolm of Forbes, his brother, to be heir to Sir William of Forbes of Kynnaldy. The arbiters decided in favour of Alexander, and ordered Malcolm 'to be man to the said Alexander for term of his lyf befor all uthir next the King'. The next four words are 'for the quhilk manrent....'; and for this 'manrent', Alexander would give Malcolm the lands of Mekil Wardrie in the Garloch, in fee and heritage.<sup>18</sup> If one was looking for a precise moment of change, this document would surely provide it, though it must, of course, be regarded as illustration not of a sudden and dramatic change, but of the time when the development of the relationship between lords and their men away from the feudal towards the non-feudal contract was first clearly recorded. It contains the remnants of feudalism: land is given in return for service. But the act of homage has disappeared, and is replaced by manrent, the word elaborated here as 'to be man....for term of his lyf'. Almost certainly what followed from this decret was the granting of a charter by Alexander and the making of a bond of manrent by Malcolm. Possibly the word 'manrent' did not occur in the bond, for bonds of this period were very short, and often used the words 'man' or 'man and servant' rather than 'manrent'. But the interest of these documents is that they demonstrate that by the mid-fifteenth century, the phrase 'bond of manrent' was meaningful and can properly be used. 'Manrent' was now the noun which corresponded to the verb 'to be' man, as well as 'to become' man; it had thus reverted to its original meaning, something which was to be illustrated again and again in the bonds, in phrases such as 'thir my lettres of manrent til endur for al the dayis of my lyff'.

18. Aberdeen - Banff Illustrations, iii, 404-5.

After this date, 'manrent' became so completely associated with the bonds that it is impossible to discuss it out of this context. This is not to say that it was found only in the bonds. But for the next 150 years, hundreds of documents were written out amplifying and describing in detail what was meant by the obligation of manrent; and where it occurred outwith the bonds and not in the phrase 'bond of manrent' - which rarely happened - it meant exactly the same thing. The rare examples of its use in sixteenth century poetry bear this out; a comparison of these with the passages quoted from fourteenth and early fifteenth century writers shows how far the meaning of the word had changed. In A Complaint against Cuppid, Alexander Scott wrote:

'Quhat is thy manret bot mischief,  
Sturt, angir, grunching, yre and greif,  
Evill lyfe, and langour but relief  
    Off woundis wan,  
Displeasour, pane and he repreif  
    Off God and man'.<sup>19</sup>

Claridus: A Metrical Romance contains the lines:

'My lord....ressave  
My manreid for now and evir mair'.<sup>20</sup>

And in a poem whose theme is that although there are lords who abuse their position, yet Christ is still powerful enough to overset them, the poet writes:

'Ilk man obeyand thair vane gloir  
Be stark manrent witht theme to gang'.<sup>21</sup>

The change of meaning is illustrated in prose writings as in poetry. The early sixteenth century 'Porteous of Nobles', describing the virtues of the nobility, uses 'manrent' to show what was due to the

19. The Poems of Alexander Scott, (STS, 1896), no. xxxiii, 11.13-18.

20. Claridus: A Metrical Romance, (Maitland Club, 1830), ii, 85.

21. The Bannatyne Manuscript, (STS, 1928), ii, 233.



lords: 'for treuth and lawte nobles war first ordenit and stablit till have lordschipe abone the commoun peple and thairfor to thaim was gevin his honour manrent and service of thar subiectis'.<sup>22</sup>

Bellenden and Pitscottie both almost seem to reintroduce the Anglo-Saxon idea of the lord's manrent, the control over men. Bellenden, in his translation of Boece, writes that 'the hous of Cumingis war in thar dayis full of riches landis and manrent',<sup>23</sup> and Pitscottie depicts Sir William Crichton pleading with William earl of Douglas shortly before the Black Dinner of 1441 in a speech in which he adjures him to 'remember the high fortune that ye are promovit to the greit dependance (of Vassallis) and landis (sic) of manrent witht uther great strength and power....'<sup>24</sup>

All this certainly shows a shift away from emphasis on the act of allegiance - homage - to emphasis on the state of allegiance. The question which will be considered in the second half of this chapter is the extent to which in practice the obligation of manrent was recognised as differing from the older obligation of homage. It may be asked whether the difference in terminology is really a matter

22. 'The Porteous of Nobleness', in The Anloan Manuscript, (STS, 1923), i, 174.

23. The Chronicles of Scotland compiled by Hector Boece, trans. John Bellenden, 1531, (STS, 1938-41), ii, 231.

24. Pitscottie, Historie, i, 42; 'landis of manrent' is a meaningless phrase, and presumably should be 'bandis of manrent' or possibly 'landis and manrent'. There is also a delightful and wholly fanciful use of the word in 'The Roit or Quheill of Tyme', the short chronicle written by the Jedburgh friar Adam Abell in 1533. In a passage eulogising Macbeth he says that 'Macbeth giddit scotland x yere werray weil and maid nobill lawis knychtis suld sweir at thai suld defend weddis fathirles barnis and laboraris.... at nane suld sweir manrent to any bot the king under the pane of deid Alsua at nane suld beir armis bot in tyme of weir....' NLS, MS. 1746, f.76a.

of hair-splitting, whether it is only because historians use such concepts as feudalism and non-feudalism that a distinction seems to exist. 'Feudalism', the word coined by Henry Spelman in the early seventeenth century, has been a familiar part of historical writing only since the eighteenth; and it might be questioned whether this kind of discussion would have had any meaning before that time. In any case, although 'homage' was used to describe a ceremonial act, obviously the life-long consequences of this act cannot be dissociated from it. So binding was it, indeed, that one historian has argued that the oath of fealty was a very necessary addition; homage 'created such a subordination' that fealty 'had as its primary object that of limiting the subordination which resulted from homage in such a way that it should remain compatible with free status'.<sup>25</sup> And if not every writer on feudalism would go so far as this, it would not be questioned that, certainly as an ideal if not always in practice, a man who did homage entered into 'one of the strongest social bonds known in the feudal era'.<sup>26</sup> Does this suggest, therefore, that contemporaries would not have recognised that any distinction between 'manrent' and 'homage' existed? Was 'manrent' really just the Scots translation of 'homage', with the shift in emphasis being of no particular significance in terms of what people understood by the contract between lords and their men?

Support for this view may appear to be found in the writings of two late sixteenth century lawyers, Thomas Craig and Sir John Skene. Craig's two references to manrent and maintenance have already been quoted: 'nos obligationem protectionis, hominii et manutentias, vulgariter Manrent et Maintenance, dicere solemus', and 'mutuas illes obligationes hominii

25. Ganshof, Feudalism, trans. Grieson, 70.

26. Bloch, Feudal Society, I, 146.

at tuitionis, quae apud nos Manrent et Maintenance dicuntur'.<sup>27</sup> Sir John Skene was even more direct. In his 'De Verborum Significatione', he opened his comment on 'Homagium' with a brief explanatory note in Latin, and then immediately switched to Scots with the words 'It is a band of manrent'.<sup>28</sup> There is no obvious sign of a distinction here. Indeed, where 'manrent' was translated into Latin, which happened rarely, 'homagium' or 'hominium' were always the words used. For example, although the endorsements of the bonds normally appeared as 'band of manrent', a few of the Erroll bonds were endorsed 'littera homagii'; and in a notarial instrument which described the making of a bond, the phrase 'litterarum obligationis et homagii vulgo manrent' occurs.<sup>29</sup>

There are, however, difficulties about accepting this as evidence that the two words were simply regarded as interchangeable. In three of these cases, the subject was manrent, not homage; but the language used was Latin, for obvious enough reasons in the case of Craig and the Argyll notary, and in the third, the unusual form of the Erroll endorsements, by someone of perhaps an unnecessarily pedantic turn of mind. There was clearly a problem of translating into Latin a word which was used only in vernacular documents and which had no direct Latin ancestry, without recourse to the idiom of an earlier age. 'Homagium', the etymological equivalent at least, was the obvious choice; but the words 'vulgariter' or 'vulgo manrent' would scarcely have been necessary if 'homagium' had been generally recognised as being the exact equivalent of manrent in more than the literary sense.

Moreover, Craig makes it plain that manrent is the modern form of contract, homage the outdated one. In what is a very long and detailed

27. Craig, Ius Feudale, 2.5.8. and 2.11.1.

28. Sir John Skene of Curriehill, 'De Verborum Significatione', in Laws and Actes of Scotland, (2nd ed. Edinburgh, 1597), S.V. 'Homagium'.

29. Argyll MSS. vol. 1/19.

account of feudal law, he devotes only two short passages, which both say the same thing, to 'homage', presumably because it was no longer very relevant in his eyes, whereas he writes at considerable length about 'fidelites' - fealty - by which he means the continuous obligation of service. In the first of his accounts of homage, he says that modern feudists have no time for distinction between homage and fealty, which are in fact one and the same, 'homage being descriptive merely of the act by which the vassal offers fealty, while fealty connotes the real obligation which he takes upon himself for life'.<sup>30</sup> But he admits that this is a modern (that is, sixteenth century) view, different from that of the twelfth and thirteenth centuries; and he rehearses the earlier distinctions which show that homage was originally considered to be more solemn and binding than fealty, distinctions which he himself in this passage seems to regard as having some validity. In the second passage, he goes over the same ground, but this time states quite positively that 'homage is nothing but the sacramental act by which the vassal swears to observe the permanent duty of fealty', which is in any case an academic argument, for 'in Scotland today the oath (of homage) is never used'.<sup>31</sup> In historical terms, Craig's definition of fealty as 'the real obligation which he (the vassal) takes upon himself for life' is untenable. But the idea of transposing two oaths, the one more binding, the other less, into an act initiating a state in order to portray his ideal of how a man should bind himself to a lord, while of no relevance to the twelfth and thirteenth centuries, may be very relevant to the sixteenth. It may, indeed, be summed up by 'menrent', the word which had earlier denoted an act but which was now applied to a life-long dependence entered into

30. Craig, Ius Feudale, 1.11.10-11.

31. *ibid*, 2.12.20.

by a formal undertaking, and which to Craig represented the man's part of 'the best and simplest epitome of the reciprocal duties of superior and vassal'.

There remains the last of the examples of *manrent* being translated as homage, Skene's '*De Verborum Significatione*'. This is rather different from the others, for here the subject is homage, which is quite unequivocally explained as being 'a band of *manrent*, quhen any person promisis to serve ane uther, in sik sort, that he sall be friend to all his friends, & foe to all his foes, against all deadlie.... It is therefore called *hominium*, and sulde be maid be the vassall being minor, or maior, to his over-lorde'. Skene then goes on to describe homage and fealty, more briefly than Craig, making the neat but inaccurate distinction that fealty was the less solemn form of oath taken by women and bishops, because homage involves service in war, and indicating the difference in the manner of doing homage and fealty, while showing that there was little difference in the forms of oath which he details; and finally he discusses the two forms of homage, liege and simple homage.<sup>32</sup>

It is very difficult to comment in any positive way about this, Skene described his work as 'the exposition of the termes and difficult wordes contained in the foure bukkes of *Regiam Majestatem* and others, in the actes of Parliament, infeftments and used in the practique of this realm....'; and if Craig was right in saying that the oath of homage was not then used in Scotland, then it is possible that Skene, commenting more factually and less subjectively than Craig, began by using a familiar term - *manrent* - to give point and reality to his discussion of the less familiar homage. Craig's statement that homage was 'never used' is,

32. Skene, '*De Verborum Significatione*', s.v. '*Homagium*'.

admittedly, surprisingly sweeping, and possibly not entirely accurate, though the whole tenor of his discussion gives weight to his assertion that homage was out of date; and certainly there is no evidence to suggest that from the fifteenth century onwards homage had much part in the making of alliances between lords and men.<sup>33</sup> Yet the fact remains that Skene did not himself say either that homage was a thing of the past or that it had points of similarity with manrent; he simply equated the one with the other. His discussion, however, provides two points of comparison: the obligations undertaken by the vassal, which is a subject to be discussed after considering the text of the bonds, and the way in which he made his oath, the standard and long-accepted ritual of kneeling before his lord.

Now, then, was a bond of manrent made? If Skene's equation is entirely correct, then this passage is in itself evidence; a man offering a bond of manrent to his lord did the same thing in the fifteenth and sixteenth centuries as a vassal doing homage in the twelfth. Or was there a recognisable change? We do not know with complete certainty how men made their bonds, although there are sufficient indications to suggest

33. There is one example of homage being given in the mid-fifteenth century which by Craig's standards would have been better never to have been given at all; for it was a very debased and commercialised matter. On 2 July 1444, John Kennedy of Blaicharn and his son and heir John gave to Gilbert Kennedy of Dunure their 'iurementum homagii et fidelitatis solitum et consuetum'. The oath may have been in the accustomed form; but there were two aspects of it which were far from customary. The homage was given not for life but for ten years; and Gilbert was to pay 20 merks per annum to Kennedy of Blaicharn and 10 merks per annum to his son; and as this was regarded by John Kennedy as insufficient, James Kennedy, bishop of St. Andrews, who was present when the agreement was made, promised to add 2 merks per annum. If this contradicts Craig's statement that homage was never used, it does not contradict the concept implicit in his claim, for this was very different from homage as understood in the feudal period. SRD, Ailsa Muniments, GD 25/1/34.

what happened. It seems fairly clear that the man and the lord came together when a bond was made and went through some sort of formal ceremony. The places at which the bonds were made suggest this: most of the Gordon bonds, for example, were made at Huntly and Aberdeen, and, to a lesser extent, at Edinburgh, Inverness and Forres; and similarly those of Erroll at Slains and Aberdeen. Likewise, many of the Argyll bonds were made at Dunoon and Inveraray, and in two particularly detailed cases, at Argyll's town house in Edinburgh.<sup>34</sup> On the whole, therefore, bonds were made at places associated with the lord, and a much smaller number at the place of residence of the grantor;<sup>35</sup> the general impression is that men came to their lords and gave their bonds. Moreover in some of the bonds, especially those from the Hamilton collection, the place, day and month - though never the year - and witness list were added to the text. There are too few examples of this to draw any firm conclusions; but it does at least indicate that a notary drew up the bond, and the document was completed only when the lord and the man were present.<sup>36</sup> But if such bonds are rare, the great majority did include a witness list. Whether these were genuine or not is a question which cannot be answered conclusively, but it seems extremely probable that they were. The names of the witnesses were always those of local men, normally drawn from the adherents of both parties to the bond; and there are, on occasions when two bonds were made at the same time, not only witness lists where the same names appeared, but examples of the grantor of one bond witnessing that of the other, and vice versa.<sup>37</sup>

34. Argyll 13 and Argyll MSS. vol. 1/19.

35. See Appendix A.

36. One of the Gordon bonds appears to demonstrate this very well. The bond itself is written in a fairly formal hand; and it is signed by the grantor, and also by the notary in a cursive hand - identical to that of the place, day, month and witness list: Gordon 32.

37. For example, Gordon 35 and 36: 2 and 3 May 1543; and Gordon 88 and 89: 11 August 1600.

In the second half of the sixteenth century the evidence that the witnesses named were indeed present becomes much more conclusive, because very often they as well as the grantor signed the bond.

Thus far, then, it seems that the man came to his lord, and in the presence of witnesses entered into the obligation of *manrent*. The bonds themselves give a further indication of what happened. In about half of the surviving bonds it is recorded that the man swore an oath; and in most cases this was done not by placing his hands between those of his lord, but by putting his hand on the gospels, or, occasionally before 1560, the Mass-book: 'the grate aithe suorne, the haly evangellis tuechit'. The other, less frequent, form of the oath is described in the most general and unhelpful terms: 'in the maist sikker forme of obligatioun of band of manrent that can be divisit'. No clue is given as to whether this meant something different, and if so, what. But certainly where the oath is recorded in detail, the precedent is to be found not in the ceremony of homage, but in that of fealty.<sup>38</sup>

Only once is the making of a bond described in any detail, and this serves to reinforce what has already been suggested, rather than providing more information. On 5 May 1524, Robert lord Maxwell, James Kennedy of Blairquhan and Colin earl of Argyll met in the earl's house in Edinburgh, with the notary John Chepman who recorded what happened, writing a separate instrument for each stage of the transaction. First, Robert lord Maxwell, 'suo motu proprio spontanea & sua voluntate exoneravit et quieteclamavit....litteram obligationis et homagii vulgo manrent nuncupatur sibi per nobilem virum Jacobum Kennedy de Blairquhan'.<sup>39</sup> Then, 'paulo post renunciacionem', Kennedy bound himself and his heirs,

38. Ganshof, *Feudalism*, 68-9; Bloch, *Feudal Society*, 1, 146.

39. Argyll MSS. vol. 1/20



apparently verbally, to Argyll and his heirs, to serve him in all his quarrels licit and honest, saving only his allegiance to the king and the governor, 'secundum tenorem litterarum obligationis et homagii vulgo manrent'.<sup>40</sup> A further instrument of this date stated that Kennedy did appear and promise faithful service to Argyll.<sup>41</sup> Finally, on 6 May, Kennedy's bond of manrent was drawn up, witnessed by Robert lord Maxwell and others, and signed and sealed by Kennedy.<sup>42</sup> Clearly, therefore, the promise of service was made personally and directly by the grantor to the lord; and, as the dates show, it took the form of a verbal agreement which in this case ante-dated the bond. This may however have been caused by the complicated circumstances of this case; on the whole it seems that the normal practice was for both verbal and written agreement to be made at the same time, or, occasionally, to have the text of the bond prepared first. But once again, even although this episode is carefully recorded, there is no suggestion that when Kennedy made his personal promise of service to Argyll, he did so with the full and symbolic ritual of the oath of homage.

It is not surprising that there was some sort of ceremony attached to the making of a bond of manrent, nor that it was less formal than homage. There were, after all, two differences of major importance. Homage was done in return for the granting of a fief. The vassal had a charter as written evidence of what he had received from his lord. The lord, on the other hand, had only a verbal promise of allegiance and service, and there was therefore every incentive to surround that promise

40. Argyll MSS. vol. 1/19.

41. Transcripts of Argyll Muniments in Inveraray Castle, iii, 179.

42. Argyll 14.

with as much solemnity and physical symbolism as possible.<sup>43</sup> But when a bond was made, the central part of the act of making it was not the verbal oath but the sealing or signing of the bond. Moreover, with the oath of homage, emphasis was put on the vassal's undertaking; although it was part of a contract, the ceremony itself was by its nature one-sided. This was almost certainly far less true of the making of a bond of manrent; this becomes very clear when one considers what the lord gave to the man in return for his bond.

While the majority of the bonds do not state the reason why they were given, those which do show conclusively enough what this was. Four-fifths of them were given not for any tangible consideration, but in return for the lord's maintenance;<sup>44</sup> a far smaller number - about one-tenth - were given for land, and a mere handful for money, whether in the form of a lump sum or a pension. Of those given for land, some were heritable bonds; and some of these look very 'feudal' indeed, for they bind the heirs of the grantors to renew the bond of manrent on their succession. Thus on 8 July 1468 William lord Forbes made bonds of manrent to Alexander earl of Huntly and George lord Gordon his son, for which he received land; and he bound his heirs on succeeding to give to the earl or his son 'the speciall lettres of manrent retinu and service like as I haf done for me for the saide landis'.<sup>45</sup> Likewise Alexander Gordon of

43. Two thirteenth century illustrations of vassals doing homage - in one case to the devil - are reproduced in Bloch, Feudal Society, I, 115; and a very fine fourteenth century one as the frontispiece to Ganshof, Feudalism, in which the vassal is provided with three extra hands, one of which points to himself, and two to his fief; the proportion might almost imply satire.

44. Maintenance is the normal Scottish word. Good lordship, common in England, is much more rare; only in the Maxwell and Oliphant bonds is it used with any frequency as an alternative to maintenance.

45. Gordon 4, 5 and 6.

Strathoun, who was given the lands of Cluny in return for his bond of manrent of 5 November 1539 bound his heirs to make individual bonds to the earl and his heirs on entry to these lands.<sup>46</sup> But even so, there are so few examples of this that it does not seem to illustrate a general practice; and many of the heritable bonds, made by families such as the Cheynes of Essilmont to the earls of Erroll, or the Grants of Freuchy and Leslie of Balquhan to the earls of Huntly, were not made as a result of grants of land.

When set against the much greater number of bonds given for maintenance, land or money do not really emerge as factors of major importance in this contract. Men making bonds of manrent did so because they expected good lordship in return; and the bonds themselves show how the lord's obligation was made. This corresponded exactly to the making of a bond of manrent; numerous bonds of manrent refer to the grant of a bond of maintenance 'at the making of thir presentis' or 'as in the said nobill lordis band maid to us tharupoun at mair lynth is contenit', or 'as his gracie lettres of mantenance....beris'.<sup>47</sup> In other words, in very many cases if not all, it was not merely a matter of the man making his obligation to his lord, but of lord and man binding themselves mutually to protect and to serve, and exchanging documents which detailed their obligations. And, unlike the feudal obligation, manrent and

46. Gordon 31.

47. The case of the contract between William earl of Erroll and Patrick Cheyne of Essilmont, where Cheyne's bond of manrent was dated 23 May 1516 and Erroll's bond of maintenance 24 May is quite exceptional, and curious because both bonds were made at Slains: Erroll 25 and 26. Another even more marked example of this is the bond of maintenance by George earl of Huntly to Gilbert Menzies of Pitfodells, made on 9 June 1588 at Perth, following Menzies' bond of manrent of 1 June 1588 at Aberdeen: Gordon 72 and 71. But certainly the normal practice was that bonds of maintenance and manrent were made on the same day.

maintenance were obligations of precisely the same kind, intangible promises which were not inextricably bound up with material considerations.<sup>48</sup> They were, therefore, more akin to the pre-feudal practice of commendation than to the feudal; for although commendation did involve material objects, food and clothing, it was, as Ganshof describes it, 'in the fullest sense a mutual contract'.<sup>49</sup> This could equally be said of the contract of manrent and maintenace, so much so, indeed, that by the second half of the sixteenth century it became common for lords and their men to express their obligations in a mutual contract as an alternative to separate bonds.

Before summing up thus far, there is one final point which should be mentioned. It has already been suggested that Craig's assertion that homage was no longer used in Scotland is perhaps rather exaggerated, but probably basically correct. Yet there are a very few bonds in which the grantors bound themselves in manrent, homage and service, or fealty; and one in which the grantor made a bond of manrent, but obliged his heirs to come to the lord's presence and give him their oath of fidelity, service and homage. Unsatisfactory though it is, there is no obvious explanation for this. Certainly there were considerable variations in the phrases used in the bonds; men bound themselves in manrent or to become man and servant, and frequently elaborated these with adjectives like 'leill, trew or aufald', and it may be that the rare use of homage is simply another variation and not of particular or distinctive significance. If there was some reason why it seemed necessary to include homage, it cannot now be discovered. The only feature of note in one of these bonds, that made by Malcolm Carswell, captain of Craignish, and his

48. See below, pp. 201-9, where the reasons for giving bonds of manrent are discussed in greater detail.

49. Ganshof, Feudalism, 5-9.

brother Donald, vicar of Kilmartin, to Colin earl of Argyll and his heirs on 9 November 1573 is that it is a remarkably short bond for the late sixteenth century, omitting all the detailed obligations and simply binding the grantors to give 'our homage & band of manrede & of our posterite witht our calpis and afald leill and trow service', in return for Argyll's bond of maintenance.<sup>50</sup> And there is nothing distinctive about the bond by John Rutherford of Tarland to Alexander lord Gordon of 8 December 1490, except that Rutherford's reward was to be defended by Gordon, and to be given 'ane fee at his plesour', which is exceptionally vague.<sup>51</sup> The case of the grantor binding himself in manrent, and his heirs in homage, is a little different; this was a bond by Mackay of Far, made on 31 July 1570, during the course of an agreement between himself and George, earl of Huntly, who had been gifted the lands and barony of Far in 1567 by the crown, after the escheat of the former holder. It is therefore possible that this, combined with friction between Huntly and Mackay, produced a demand by the earl that Mackay's successors would do more than the usual obligation of manrent.<sup>52</sup> A similar reason may possibly be adduced for another of these bonds, that made by Lauchlan Maclean of Duert, Alexander Macleod of Dunvegan, and five other isleomen, to Colin, earl of Argyll, on 14 July 1519. This is an unusually lengthy bond, and it does suggest an attempt to achieve amity. The grantors carefull explained that they made their bond 'nocht coalcyt nor strenzit nocht compellyt nocht for dred of hurt nor skatht in persouns nor in gudis bot of our awen fre wyll and be our awen motioun for auld bandis love and kindness beand betuix our eldaris and for our awen singlar utilite and profet....'; they swore an oath not only on the

50. Argyll 50.

51. Gordon 12.

52. Gordon 55; SRO, Reay MS, GD 84, sec. 1, no.1/2b; APS, ii, 558.

gospels but on the Mass book as well; and they promised that if any of them rebelled against Argyll, the others would destroy him or bring him to justice.<sup>53</sup> Yet while this may appear to suggest a possible explanation, there are many bonds of this kind, made to effect a reconciliation, which do not include homage. In the end, all that can be said is that the extreme rarity of homage makes it a point of minor importance, but nonetheless tantalising in that there is simply not enough evidence to explain its appearance on these few occasions.

On the basis of the change in meaning of the word, the difference between the forms of doing homage and making a bond of manrent, and the different reasons for which homage and manrent were given, an answer to the question whether contemporaries were conscious of a distinction can now be suggested. In terms of the modern debate about the nature of the early and late mediaeval contract between lords and their men, the answer is obviously no; men were no more aware in the fifteenth century that they were making a non-feudal contract than David I had been in the twelfth that he was feudalising Scotland. But this is a truism. Even if they did not classify them, people were perfectly well aware of the advantages and limitations of the various forms of contract. Duby, quoted in the previous chapter, pointed out that in the eleventh century - in the 'classic' period of feudalism - homage could mean very different things to different people, the criterion apparently being that if a man was powerful enough or had other lords and protectors to turn to, he could flout it, if he was weak he could not.<sup>54</sup> No doubt not every vassal was as cynical as this. But throughout the period when feudal obligations were at their most binding, there was an inherent weakness; the problem of the divided loyalty of the vassal, because of the practice of doing

53. Argyll 5.

54. Duby, La Société aux XI et XII Siècles, 194-5.

homage not to one lord but to several. This problem was recognised; it was the subject of repeated complaint. It gave rise to the development of liege homage, the higher and more binding oath than ordinary homage, designed to grade the vassal's loyalty and remove the conflict. It did not work, for by the twelfth century liege homage had in its turn become the norm, and men now acknowledged two or more liege lords; not surprisingly because few lords were prepared to accept the less binding oath. It is difficult to avoid the conclusion that this situation arose because the personal obligation became increasingly commercialised. It was in the economic interests of the vassal to hold as many fiefs as possible, even if this put considerable strain on the idea of loyalty; and heritability strained the ideal further, as the concept of the land being the lord's came to be blurred by the reality that the vassal could pass it on to his heirs. When a man could use the resources from the fief which he held of a lord to whom he had done homage, in order to fight against that lord, or when his loyalties were defined according to the value of his fiefs, so that his principal loyalty was given to the lord who had given him the richest fief - a not unreasonable principle - the debasement of the feudal contract as a socially cohesive force, which Craig lamented, was well on the way to being complete.<sup>55</sup>

But if the feudal contract had broken down, this did not mean that lords did not still need followers and men protectors. The contract of *manrent* and maintenance not only met that need, but, significantly enough, did so without being subject to the two weaknesses of commercialisation and divided loyalties. The men who made bonds of *manrent* were, of course, as concerned to add to as well as to preserve what they had as the earlier vassals who had put pressure on lords to grant them land; but land as the direct return for the man's loyalty and service had virtually disappeared from the later contract, which

55. Bloch, Feudal Society, I, 211-218; 'The Man of Several Masters'.

became the means and not the end as far as immediate tangible benefits were concerned. Moreover, the new bond, intensely personal though it was - and this, already suggested in the act of making the bond, will be shown with even more emphasis by the texts of the bonds - was no longer left as a verbal promise, however ceremonially and solemnly undertaken. In spite of its weaknesses, as Bloch points out, the feudal relationship was regarded as extremely binding.<sup>56</sup> How much more binding was it when the relationship was no longer created, on one side, by the verbal oath and perhaps rather empty ritual on the part, for example, of the descendant of a man who had felt gratitude and loyalty to the lord who had originally enfeoffed him, or by a man who was in fact more powerful and wealthy than the lord to whom he did homage, but was created by being set down in writing on both sides.<sup>57</sup>

This written contract had all the more force because the other great weakness, divided loyalties, had been to a large extent eradicated. It was, of course, standard practice for the grantor of a bond to except his allegiance to the king. But it was rare for men to give their bonds to more than one lord; the principle that a man would 'give my onelie dependance'<sup>58</sup> to his lord alone was not often broken, and when it was,

56. Bloch, Feudal Society, 1, 213.

57. This was not, of course, entirely an innovation of the later middle ages. Ganshof draws attention to the practice in the south of France, from the twelfth century onwards, of recording contracts of vassalage, setting down in writing, often in the vernacular, the oaths of fealty made by the vassals. In view of the fact that in its formal apparatus the obligation of *manrent* seems to have been closer to fealty than to homage, his concluding comment on this that 'possibly one can attribute the greater importance of the oath of fealty instead of the rite of homage in the south of France to the fact that the former could be embodied in a written document and the latter could not', is of considerable interest. Feudalism, 73-4.

58. Erroll 37.



there could well be a reason other than the acquisition of more than one protector. It was, for example, fairly regular practice to except allegiance to governors in times of royal minorities, which was really equivalent to the almost automatic exceptance of allegiance to the crown. A number of other cases involved bonds made to the Campbells of Cawdor and of Glenorchy, and there the earls of Argyll were mentioned as being owed a higher rather than a separate allegiance, as heads of the house of the lords to whom the bond of manrent was made, or by whom the bond of maintenance was given. There were also a very few bonds in which the grantors reserved their service owed by law to those lords from whom they held land, although this is so rare that it suggests a survival from the past rather than a present binding force. And when a man did give more than one bond of manrent, he included in his bond a clause stating his previous obligation, and on occasion added a promise of neutrality in case of conflict between his lords.<sup>59</sup> Thus the loyalty of those who made bonds of manrent was far more assured than had been the loyalty of vassals who did homage, not because men in fifteenth and sixteenth-century Scotland

59. The bond of 20 January 1466 in which Robert lord Boyd bound himself in kindness and fellowship to Gilbert lord Kennedy, reserving his previous bonds to six others, is entirely exceptional; it was purely a short-term political bond, made to gain support for his coup d'état in which he seized control of the king; SRD, Ailes Muniments, GD 25/1/96. This is discussed by N.A.T. Macdougall, 'James III: a political study, 1466-1488', (unpublished Ph.D. thesis, Glasgow, 1968), chapter 1. Equally unusual was Lauchlan Mackintosh of Dunnechten, captain of Clenchattan from 1550 to 1606, who gave bonds of manrent to the earls of Huntly, Atholl and Argyll and who also gave support to the earls of Moray; his loyalty was an exceedingly shaky commodity, as is described in the account of the feud between the earls of Huntly and Moray, in chapter seven. The promise of neutrality is found in, for example, Atholl 6. Another form of control of this problem was to include an obligation that the grantor would not make other agreements without his lord's consent; see, for example, Argyll 38; and when Patrick bishop of Moray feued the lands of Meikle Drany to James Innes in 1545, he included in his charter a clause which stated that Innes should be faithful to the bishop and give him service, and if he made bonds of manrent or friendship with anyone else without the bishop's consent, the agreement would be cancelled: Registrum Episcopatus Moraviensis, (Bannatyne Club, 1837), 377-8.

were naturally more loyal than their predecessors, but because the contract which they made provided more safeguards, from the lord's point of view, of their loyalty. It is, however, interesting that in this aspect, the bond of manrent may perhaps contrast favourably with the English indenture of retainers;<sup>60</sup> and similarly, as will be shown later, Scottish kinship was not subject to the problem of divided loyalties which fatally weakened European kinship in an earlier period.<sup>61</sup>

It seems, therefore, that there was a strong consciousness of the problem of ensuring loyalty, and that these safeguards came to be built into the late mediaeval contract not by accident, but because of this awareness. Here, perhaps, is the real point of distinction between manrent and homage. The lessening of importance of tangible benefits to the man and the renewed emphasis on the lord's protection as the reward for his service, while not creating an infallible form of bond, undoubtedly removed some of the weaknesses attached to a kind of contract in which one party gained directly in material terms at the expense of the other. To this extent, manrent was recognisably different, not in the sense of providing a definite break with the past, but as something which had evolved and developed, and which, far from being decayed or bastardised, was strengthened in the course of that development.

60. K.B. McFarlane, 'Bastard Feudalism', 173-176, and 'Parliament and Bastard Feudalism', 70-71; Dunham, 'Lord Hastings' Indentured Retainers', however, is less cynical about retainers' loyalty than McFarlane.

61. See below, pp. 157-66 and 196-7.

### CHAPTER THREE

#### THE CONTENT OF THE BONDS

The general argument put forward in the last chapter that 'manrent' as it came to be used from the mid-fifteenth century onwards represents a development rather than a radical change from the past can be substantiated in greater detail by consideration of what the bonds themselves said. This suggests that the blurring of the distinction between the feudal contract and the obligation of manrent found in Craig, who was not thinking in terms of feudalism and non-feudalism, gives a more accurate picture of the place of the bond of manrent in the wider context of the interdependence of lords and their men than the more rigid distinction put forward, in the European setting, by Lewis and Lyon.<sup>1</sup> Development rather than abrupt change implies not only differences but also similarities; and the bond of manrent, while as a whole illustrating the change of emphasis which has been discussed, also retained in its details many of the features of the older forms of contract between lord and man, similarities which are as of much importance as the differences in showing what mattered to people in their reciprocal agreement, and what they expected from it.

Discussion of the text of the bonds is, however, by no means a straightforward matter of showing what a bond of manrent was, and then comparing and contrasting its terms with those of earlier contracts, because variations in content and phraseology were so numerous that there is no such thing as a bond which is in every aspect the standard bond of

1. Quoted above, pp.13 and 23.

manrent. It would be artificial and unsatisfactory, therefore, to select arbitrarily one particular bond and use it to illustrate the place of bonds of manrent in the developing relationship between lord and man. It is first necessary to look in some detail at the bonds themselves. In any case, as the primary source for this thesis they deserve particular attention. This cannot however be a discussion only of the diplomatic of the documents. There is such immense variety of expression and content that it would be almost impossible and certainly very tedious to attempt to provide a complete classification of the variations; and to consider the individual parts of the bonds only in terms of their texts, divorcing the documents from the practical problems they raise, would result in a statistical compilation which would be fairly meaningless. The fact that there was such diversity is in itself a significant feature of bonding, one which poses the general question of why these agreements, so entirely similar in intent, should have been so dissimilar in expression; and this is a question about the attitudes of the people who made them.

The common intent did, in a very general sense, impose a common pattern. The bond of 1442 quoted above<sup>2</sup> is a good example of the earliest type of bond: very short, and expressing only a general promise of service. In 1456, a longer and more detailed bond was made, in which the general promise was expressed through a number of explicit obligations.<sup>3</sup> After this date it became customary for bonds to follow the latter form, although there were some exceptions; and some of the sixteenth century

2. Above, pp.41-2.

3. On 16 April 1456, a detailed bond was made by George Turnbull of Bedrule to George earl of Angus: Angus 2. This is the earliest extant example of the longer form.

bonds are immensely long and exceedingly verbose. But whether long or short, they followed the form of any late mediaeval Scottish bond, the unilateral undertaking of by one man to another. A convenient starting-point to illustrate this is the bond made by James Kennedy of Blairquhan to James earl of Arran in 1545; this bond is chosen because it is comparatively straightforward, and it contains almost all the possible clauses of a bond of manrent. It begins in the usual manner:

'Be it kend till all men be thir present lettres me James Kennedy of Blairquhan to be bundin and oblist and be thir present lettres be the faith and treuth in my body lelelie and trouble bindis and obliassis me in manrent and service for all the daies of my life to and noble and mychty prince James erll of Arran, lord Hammyltoun, etc, Protectour and Governour of Scotland'.

The reason for giving the bond is then stated:

'fforesaie as he is bundin and oblist to supple mantaine and defend me and tak my afald trew parte in all my actionis causis and querelis lefull and honest as his gracie lettres of maintenance maid to me therupoun beris, and als has done and gevin to me sindry gratitudis profitte thankis and plessis'.

Then follow the particular terms of this bond:

'therfor I sall nowyr wit se heir nor know my said lord and maisteris harme skaith danger nor apperand perell bot I sall warne him therof als sone as I may gudlie and I sall stop and let it at my power;  
and sall gif him the best counsail I can quhen I am requirit and sall concele the counsail he schewis to me;  
and I sall ride and gang with my said lord and maister and for him;  
and tak his afald lele and trew part in all his actionis causis and querelis lefull and honest aganis all that levis and do may'.

After this, there is the reservation of allegiance to the crown (and at this point also, where applicable, to any other lord):

'my allegaunce to our soverane lady the quenis grace allanerlie exceptit'.

The bond ends with the grantor binding himself:

'in the maist strait forme and sicker stile of obligatioun that can be devisit but fraude or gile na remed nor exceptioun of law kannoun civile or uther quhatsumevir to be proponit in the contrar'.

And finally:

'in witness of the quhilk thing to this my present band of manrent subscrivit with my hand my seill is affixit at (blank) the (blank) day of (blank) the year of God mv<sup>c</sup> and fourty five yeris befor thir witness (blank).<sup>4</sup>

This bond is cited because it is a good example of a straightforward promise of manrent in return for maintenance made by one man to another, uncomplicated by any consideration of money or land, or by the involvement of any other parties. It bound the grantor for life, which was the normal duration of a bond, it contained the four specific obligations which most commonly occurred in the bonds, and it included every section of the text of a fully developed bond with the exception of the penalty clause. Its very straightforwardness makes it rather unusual; although it is much more detailed than the very short and general bonds of the mid-fifteenth century, it lacks the elaborate verbosity of many of those of the sixteenth. But it contains two basic characteristics common to all bonds. First, all bonds of manrent were, like this one, written in the vernacular. Although they were occasionally translated into Latin in notarial instruments, they were never themselves Latin documents; indeed, their most immediate forerunners, the few very general promises of service which survive from the first half of the fifteenth century, were also written in Scots. Secondly, with only a few exceptions, bonds of manrent followed the form of the Kennedy bond: that is, the form of any bond, with its standard introduction, terms and validating clause. It is very rare, for example, to find a bond which does not begin 'Be it kend til all men be thir presentis lettres'; two of the Gordon bonds omit this and begin with

4. Hamilton 12. This contains the unusual feature, which occurs in a few of the bonds, that although it was duly signed and sealed, the text was not completed.

the name of the grantor: 'I Alan Mackindowe....' and 'I Robert Robertsons of Strowane....' but this is exceptional.<sup>5</sup> Moreover the order in which the various sections of the bond occurred was fairly standard, following the pattern of the bond quoted. Thus if the reason for making the bond was stated, it was almost always given immediately after the introductory clause; only occasionally did it appear after the grantor's promises of service. There was always a middle section containing these obligations, even if this was of the most brief and general kind. And the oath in most cases and the penalty clause in every case came at the end of this section, leading to the validating clause.

But within this basic framework, as illustrated by the Kennedy bond, variations were numerous. Not only did the bonds of one family collection differ markedly from another, but also within each collection there was considerable diversity of phraseology and content;<sup>6</sup> it is very unusual indeed to find two bonds of manrent saying the same thing as far as the form of words is concerned. This diversity is at once apparent in the opening section, the statement of who was bound by the bond. Three-quarters of the bonds surviving from the fifteenth century named only the man and his lord; explicit mention of the kin, friends and servants either of the grantor or of the lord was not yet a regular feature of these documents. In the sixteenth century, however, this changed completely. In the period before 1550,<sup>7</sup> the proportion of bonds

5. Gordon 81 and 94.

6. This examination of the texts of the bonds will rely mainly on the large collections, simply because they provide the most convenient illustrations of contrast, change or continuity.

7. It should be emphasised that 1550 is not a definitive date. There are, however, differences between the bonds of the first half of the sixteenth century and those of the second, even although, as is inevitable with documents whose texts varied so considerably, these differences are by no means absolute; and for the purposes of describing the texts of the bonds, it is convenient to use 1550 as a point of division, if a rough one.

made simply by the man to his lord dropped to one-quarter, and after 1550 dropped still further to one-eighth.

This raises a very practical issue about bonding. It is hardly credible that only after 1500 did the full potential of bonds of manrent come to be realised by those to whom they were made, so that where a fifteenth century lord had acquired only a single follower a sixteenth century lord acquired the allegiance of a group. It is much more probable that on this point the fifteenth century bonds do not reflect accurately the practical situation they created, and that it would be wrong to suppose that because they referred in most cases to the man and his lord, no-one else was directly involved. Even in this period there are indications that the extensive nature of bonding was fully realised; an interesting example of the misleading simplicity of a fifteenth century bond in contrast to the fuller sixteenth century version is seen in the laborious method by which William lord Forbes bound himself, his heirs and kin to Alexander earl of Huntly and his son George lord Gordon, taking three separate bonds to do it. The first two were simple lord-man bonds, in which only Forbes was bound, for life, to Huntly and lord Gordon; but in the third, Forbes bound his heirs and those of his kin who might succeed to his lordship to be 'men of speciale manrent service and retinu as I am to my foresaidis lordis Alexander and George and to the langer lywande of thaim twa for all the dayis of thair lyfie.... and gif thaim the special lettres of manrent retinu and service lyk as I haf done for me', in this case on each occasion of the succession to lands granted by Huntly.<sup>8</sup> In the sixteenth century, these three bonds would have been run together into a single document giving all the parts of the agreement.

8. Gordon 4, 5 and 6.



This case is a fairly limited one, including only heirs and successors; its main significance lies in the fact that the existence of the third bond transforms the typically 'simple' fifteenth century bond into something wider. More general references are found in two late fifteenth century bonds, which are unusually lengthy documents for this period. In the first, made by Alexander Cuming of Altyre to Alexander master of Huntly on 28 March 1489, the grantor bound himself, his kin, men and friends to warn his master and his servants of any threatened danger and prevent it at his power; and the second, by Alexander Home of that ilk, again to Alexander master of Huntly, dated 8 August 1490, included a promise on behalf of the grantor's kye frendis and anerdance....never to cum in quyet nor in plain in contrar the said Alexander his men kye frendis and anerdance nor in his nore tharis materis'.<sup>9</sup>

It would seem that the explanation of the scarcity of references in the fifteenth century bonds to the kin, friends and servants of the grantor is that in this period there was a tendency not to spell out the obvious. Certainly such few references as there are appear to be very obvious and rather negative; a promise to avert harm, or not to oppose one's lord or his kin and friends, is almost axiomatic and therefore somewhat flat. In the sixteenth century, however, when the bonds were long, explicit and detailed, much more attention was given to the positive part played by the men of both grantor and lord. The grantor's kin, men and friends now appeared with great regularity, sometimes at the beginning of the bond - for example, 'Be it kend....me Alexander Makallane....byndis and oblyeis me my sonn's kyn men and servandis to be leyll and trewe men and servandis'<sup>10</sup> - and sometimes as part of one

9. Gordon 10 and 11. These particular examples were chosen because they mention the men of both grantor and lord; there are a few other bonds of this period which refer to the grantor's following only.

10. Cawdor 10.

of the clauses, particularly those in which the grantor promised to assist his lord in all his actions, and to ride and go with him, the obligations in which the grantor's following would obviously be of most practical use; or, a less usual example, when William Vach of Dawick promised, on 21 May 1510, 'to supplie the said Johne lord Hay (of Yester) with my howsis and strenthis myne kyns and myne frendis'.<sup>11</sup> They might also be included in the general promise of service, the normal opening to the section of the bond which detailed the various obligations, as in the bond of William Wallace of Craigy who bound himself, on 18 July 1515, to James earl of Arran 'to serve him lelely and treulie with my kyn and freyndis that will tak my part bayth in peax and weir at his will and warning'.<sup>12</sup> Occasionally they were mentioned at the end, in a summing up of all the obligations, as in the bond of Thomas Dikeson of Ormeston, who promised 'at al tyme to ryd and gang with the said John (Hay of Snaid) and his airis and to mak and do thaim all service reverence and honoris mantenance and defence with our kyn frendis and men and with al other and sindri personis we ma get purchas and gadir as oft as I or myn airis salbe warnit requirit or commedit';<sup>13</sup> or in Wallace of Craigy's bond, which ended the obligations with the general statement 'this my letter of manrent and trew service with my kyn and freyndis foresaid for all the daies of my life till indur'.

The majority of the sixteenth century bonds contain a reference to the kin, friends and servants of the grantor. Whether the reference comes at the beginning or end of the bond, or in one of the individual

11. Hay of Yester 3.

12. Hamilton 2.

13. Hay of Yester 1. This is one of the few bonds in which the word 'maintenance' is used in this unusual way, to denote the man's duty towards his lord.

obligations, is the result of lack of standardisation; these followers were obviously not reserved solely for one particular undertaking, though equally obviously they were of more use in some aspects of the man's service than in others. That kin and friends are not mentioned in every bond can probably be ascribed to this lack of standardisation also. The overwhelming number of bonds were made by lairds, that is, men who had their own following, and it is inconceivable that, either explicitly or implicitly, they did not involve their followings in every contract of this kind; indeed, it is unlikely that a lord would have had any interest in bonding with a man who was not prepared or able to bring out a following.

Of more particular interest, because almost certainly less automatic, is the rather smaller number of bonds which describe the obligations towards the kin and friends of the lord which the grantor accepted. The bonds in which the grantor bound himself, for his lifetime only, to a lord and his heirs are, in a limited way, an example of this. In these cases, the heirs were mentioned at the beginning of the bond; but where it was the lord's kin and friends who were involved, they were rarely included in the opening clause. There are a few exceptions to this. In Alexander Home's bond of 1490 to Alexander master of Huntly, and in the later bond by George lord Home to George earl of Huntly in 1538, which follows the text of the earlier bond very closely, the grantors bound themselves, their kin, friends and anerdance to their lords, kin, men and anerdance.<sup>14</sup> Similarly Alastair Macgregor of Glenstray bound himself, his kin, friends and partakers to George earl of Huntly, his kin and friends, on 18 December 1585;<sup>15</sup> as did Ewen Macgregor, tutor of Glenstray, to John Campbell of Cawdor, his servants, assistants and

14. Gordon 11 and 30.

15. Gordon 61.

partakers;<sup>16</sup> and Robert Maxwell of Cowhill, his brothers, friends and dependars, to John lord Maxwell, his kin and friends.<sup>17</sup>

Much more frequently the lord's kin and friends are included in one of the specific promises; they appear at one time or another in all of the major obligations of the bonds. William Vach of Dawick's bond, for example, contained the general undertaking 'at I sal be lele and trew to the said lord his howeis strenthis his barnie kyn and frendis'.<sup>18</sup> Several bound their grantors to defend their lords' lands, goods, kin and friends; to warn them of harm, and prevent it at their power; to keep their houses open to receive the lord and his kin and friends;<sup>19</sup> to give and receive counsel, not only from the lord, but also from, for example, his 'gret freyndis'.<sup>20</sup>

It may seem contradictory to suggest that here, unlike the case of the grantor's kin and friends, it is more probable that men made specific rather than blanket obligations to the kin and friends of their lords, and that these bonds can be taken at face value, and not as explicit examples of something which was in fact part of every bond. Neither assertion can be proved. But while a grantor might normally feel confident that he could bring out in his lord's support his kin, friends

16. Cawdor 25. This bond is undated, but seems to have been made c.1581-85; a late endorsement gives the date c.1583.

17. Maxwell 32.

18. Hay of Yester 3.

19. For example, in the bond by Angus Macdonald of Dunivaig to Archibald, earl of Argyll, on 19 October 1584: 'and sall at all tymes mak our cuntries houseis strenthis and places patent for the resait of the said nobill lord and his freyndis in casis they be persewit be ony uther'; in this case, an unusually down-to-earth form of the promise: Argyll 61.

20. Argyll 32.

and men, themselves bound in his service,<sup>21</sup> his own ties to his lord's kin and friends were much more remote, if they existed at all, and so much less pressing; and he was hardly likely, therefore, to offer them anything like the same degree of service that he was promising to his lord, unless specifically encouraged to do so, in which case he would write it into his bond. Thus it seems likely that on the question of who were bound by the bonds, the way in which the kin and friends of the grantor were described was a matter of considerable textual variation, but were in fact always - or almost always - included; the kin and friends of the lord, on the other hand, were not automatically involved, and references to them are evidence of something which happened only in particular cases. This feature of bonding is, therefore, an immediate and glaring example of the problem of constructing, from the documents themselves, an interpretation of what the making of bonds meant in real terms. It is also the first of many illustrations of the way in which the sixteenth century bonds had developed from those of the fifteenth, although this is never something which can be fitted into a neat pattern.

Even less explicable are the variations in the next part of the bond, the brief general clause giving the nature of the obligation. The most common forms of this clause were the phrases 'to be bundin and oblist and....bindis and oblissis me in....manrent and service', and 'to becumin and....becummys man and servand', with the inclusion of a variety of

21. One grantor of a bond was far from confident even of this; in his bond of 27 June 1568 to George, earl of Huntly, Lachlan Mackintosh of Dunnachten took an unusually pessimistic view, in that, having bound himself, his heirs, his kin of Clanchattan and his friends, he included a clause which stated that if any of his kin, friends or adherents should not concur in Huntly's service, this should not be prejudicial to himself or his heirs: Gordon 51. The fact that relations between the earls of Huntly and the Mackintoshes were on occasion far from good may have produced this excessive caution in Lachlan; certainly it is an exceptional reservation, although no doubt not entirely unique in practice.

expressions such as 'be the tenor of thir present lettres', 'be the faytht and treuth in my body', and, attached to the words 'man' and 'manrent', the adjectives 'leil trew and aufald' or a selection of them. As both these phrases meant the same thing, this is merely a puzzling variation in style; one was used as often as the other, except in the first half of the sixteenth century, when 'man and servand' was more fashionable.

What at first sight may appear a more meaningful variation is the use of the word 'servand' alone. Before 1550 this was very rare; but thereafter, there are more examples of 'becumis servand' - normally 'leil trew and aufald servand' - or occasionally 'bundin....in band of service' than of either 'manrent and service' or 'man and servand'. 'Servand' or 'service' alone might appear to denote some degree of weakening of the obligation, perhaps suggesting that the grantors of such bonds entered into a less formal and binding relationship to the lord, and formed a second group of supporters, more remote from and less important to him than those bound by the oath of manrent. Yet the bonds of this type when taken together admit of no satisfactory generalisation. Only in the Hamilton collection do those who became 'servandis' stand out as a readily identifiable group; all seven of the bonds in which this form of promise occurs were made by tenants of James duke of Chatelherault in the island of Arran, men of no particular standing: Gillespie Maccairlie, John and Finlay Macbriden, John Makilgir in Kinloch, Donald Maccoup of Benny Gargan, and so on. These bonds were of particularly local significance. Two of them, both made at Brodick on 22 April 1551, specifically bound the grantors, in two different clauses, to maintain and defend, and to warn of and prevent harm to the duke and his captain or captains of Brodick. One contains the additional promise

of true service both within and without the island of Arran, but the general tone of the bond suggests that the latter part of the clause was a much less important and relevant feature.<sup>22</sup> The other five, all made in identical terms, do not single out for mention defence within Arran; but it seems likely that the service of John and Duncan Mackenn in Sladdery or Makilgir in Kinloch was in fact given for that purpose.<sup>23</sup>

But although the grantors of these seven bonds became merely 'servandis' and although their service was in practice restricted to a particular area, rather than personal to the duke, their bonds were still bonds of manrent. The emphasis was certainly on their being servants rather than men to their lord - the five bonds of 1554 all include the promise 'to serve his grace in all thingis leifull lyke as ane trew servand sucht to do to his lord and maister' - but the validating clause of these bonds uses the phrase 'my band of manrent', and all seven contain the standard clauses. There is a marked distinction between these, which do conform to the general pattern of bonds of manrent, and a bond made for very similar purposes by Angus Macrannald moir Macallaster at Brodick castle on 25 November 1563.<sup>24</sup> This bond, given in return for a grant of certain of the lands of Shiskine, binds the grantor to be an obedient tenant, to maintain lawful tenants and help to remove rebellious ones, and to uphold the baillie and captain of Arran; but it contains no general promise of service, no obligation to become the duke's man; and although no doubt in practice Angus Macallaster served Chatelherault in very much the same way as did those who made bonds of manrent in Arran,

22. Hamilton 22 and 23.

23. Hamilton 25, 30, 31, 32 and 33.

24. Hamilton Muniments, box 102.

nevertheless their obligations and undertakings were different.

The other bonds in which the grantors became 'servandis' can be explained once again only in terms of the lack of standardisation of bonds of manrent. There is no evidence to suggest any other reason why Neill Montgomery of Langshaw bound himself in 'manrent and service' to James earl of Arran on 2 August 1544, while his son, having succeeded his father, became 'leil trow and sfauld servant and partaker' to Archibald earl of Argyll on 5 September 1548, both bonds being given in return for maintenance, and both including the phrase 'lettre' or 'band of manrent' in the validating clause.<sup>25</sup> Nor is it possible to show that men like George Meldrum of Fyvy, who became 'servand' to George earl of Huntly on 1 May 1554,<sup>26</sup> or Angus Macdonald of Dunivaig, who on 29 October 1584 similarly bound himself to Archibald earl of Argyll - and seven years later entered into a bond of 'manrent and service' to John lord Hamilton<sup>27</sup> - were in any way less strictly bound or less useful to their lords than those who became 'men' as well as 'servandis'. Even groups of people who so bound themselves - clan Macpherson, for example, to George earl of Huntly on 16 May 1591, and clan Macintyre and the burgh of Renfrew to Archibald earl of Argyll on 22 August 1577 and 21 October 1580<sup>28</sup> - show no obvious distinction; two of these might be called bonds of service, but the third, that of the Macintyres, is specifically named as a bond of manrent.

In more than a third of these bonds, in fact, the text includes the word 'manrent' or the phrase 'band of manrent'; and none of them differs in any way from the normal bonds of manrent. In addition to the

25. Hamilton 10; Argyll 32.

26. Gordon 48.

27. Argyll 61; Hamilton 39.

28. Gordon 82; Argyll 54 and 60.



fact that these bonds illustrate the way in which the texts varied, it is probably of some significance that most of them were made after 1550; noticeably in the Hamilton collection, for example, the late sixteenth century bonds were more casual in phrasing than those made before 1550, and it may be that the increased use of 'servand' alone is a reflection of this. In any event, it seems clear that it rarely if ever denoted any practical distinction.<sup>29</sup>

The next part of the bond stated the duration of the obligation. This was hardly ever omitted in the fifteenth and early sixteenth century bonds; in the second half of the sixteenth century, on the other hand, there was no mention of duration in one-third of the bonds, another reflexion perhaps of the more casual nature of the bonds of this period. The fifteenth century bonds present a separate problem; but in the sixteenth century, with the exception of a mere handful, bonds were made either for life or in perpetuity, the proportion being roughly four-fifths to one-fifth, although in the later part of the century the balance altered slightly in favour of the heritable bond. Thus the principle that after 1500 bonds were made at least for life seems well established, and can be applied to those which were silent on the matter.

The few sixteenth century bonds which were not made for life can, almost without exception, be readily explained. Four come from the Hamilton collection, one by Robert Stewart, provost of Glasgow, to James first earl of Arran, made on 1 October 1527 for the period of Stewart's

29. This seems also to be the case with the few examples of the variation 'special manrent'; the rare and puzzling inclusion of homage has already been discussed, pp. 56-8. There are two other additions to this part of the bond, again infrequent: the promise of manrent, service and retinue, where the very common promise to 'ride and gang' with the lord has been added to the statement of the general obligation instead of or as well as being given in the detailed terms; and the promise to serve in the lord's household, which is more than a matter of textual variation. These are discussed below, pp. 176-80 and 185-8.

term of office,<sup>30</sup> and three made to James second earl of Arran as governor. Two of these, given by John of Wemyss of that ilk in 1544 and Archibald earl of Angus on 22 August 1546, bound the grantors during the queen's minority; and the third, by Patrick earl of Bothwell on 24 January 1546, was to last as long as Arran held office as tutor to the queen.<sup>31</sup> Particularly in the case of the two earls this is very understandable, for in normal circumstances one earl would not make a bond of manrent - the bond by an inferior to a superior - to another, as is emphasised by Angus, who included in his bond a clause stating that after the queen's minority there would be 'ane equale band to stand betuix my said lord governour and us our houssis kyn freyndis and servandis perpetualis'.

The only other collection which produces a number of these bonds is Maxwell, where there are five bonds of limited duration. There is no known reason for one of them. But three were limited because of minorities. On 18 March 1531 William Jardine of Balgray and other Jardines bound themselves to Robert lord Maxwell during the minority of John, heir to Alexander Jardine of Applegarth.<sup>32</sup> Similarly on 26 February 1550 Thomas Maclellan of Auchinlene, tutor of Bombie, and other Maclellans bound themselves to Maxwell during the minority of Thomas Maclellan of Bombie; and this bond having been rendered void by Maxwell's death, an almost identical group of Maclellans made a bond on 21 December 1553 to Sir John Maxwell of Terregles, to last during the minority both of their chief and of Robert lord Maxwell until the latter should reach the age of eighteen.<sup>33</sup>

30. Hamilton 5.

31. Hamilton 11, 18 and 15.

32. Maxwell 18.

33. Maxwell 22 and 28. Robert lord Maxwell died on 13 September 1552.

The reason for the limitation of the fifth Maxwell bond is much more obscure; here again there was a minority, but this time not one which directly affected the bond. It was made on 22 June 1550 by John, brother of the late William lord Crichton of Sanquhar and Kinnoul, and other Crichtons to Robert lord Maxwell, and it was to last for nine years.<sup>34</sup> William lord Crichton had died very recently, murdered by Robert master of Sempill;<sup>35</sup> his heir, Robert, was a baby,<sup>36</sup> and the wardship, nonentry of his lordships and baronies of Sanquhar and Kinnoul, and marriage, and the offices of sheriff and coroner of Dumfries, were eventually given on 13 February 1552 to James lord Fleming, presumably because of his relationship to Robert's mother, Elizabeth Fleming.<sup>37</sup> It is not unlikely that the Flemings were in control of the heir and his lands from the time of his father's death, and indeed it may have seemed prudent to exclude John Crichton - until so recently the heir - from any part in the guardianship; but in the circumstances, John and other members of the family may have felt it equally prudent to ally themselves to a lord of considerable local standing, at least for a period, and certainly they seem to have wasted no time in doing so. Indeed it is not entirely beyond the bounds of possibility, although evidence is lacking, that it was support from this powerful ally which held up the settlement of the guardianship of lord Crichton's heir, disputed between Crichtons and Flemings, for almost two years.

34. Maxwell 26.

35. On 9 September 1550 a remission was granted to Sempill for this murder, which had taken place in the governor's lodging in the courtyard of St. Giles, Edinburgh: RSS, iv, no. 896. The Crichtons' bond of manrent is the earliest document referring to him as dead.

36. As late as 15 August 1549 John was referred to as brother and apparent heir to William lord Crichton: RMS, iv, no. 368.

37. RSS, iv, no. 1529.

This may suggest why the Crichtons offered lord Maxwell only a temporary allegiance, although it does not explain why nine years was the period chosen. The only other feature of this bond which is unusual is that the Crichtons expected their allegiance not only, normally enough, to the queen and the governor for the time, but also to the king of France. What claim the French king had on the Crichtons is not known; the most probable is that he was paying John a pension. In any case, it may have been assumed - although the dates do not altogether fit - that in nine years the queen's minority would be over, or, more generally, that the political situation would in all probability have changed sufficiently to warrant the making of a new bond. Whatever the reason, this is one of the very few sixteenth century bonds in which the limited duration does not admit of an obvious explanation.

The fifteenth century bonds, however, are a very different matter. Of these, the much higher proportion of one-quarter were not made for life; and there are few cases where there is any clear reason for this. Only in one case is the limitation explained by a minority, although unlike the sixteenth century bonds it is not this time a matter of finding a protector during the minority of the grantors' natural lord; here the grantor himself was a minor. On 15 January 1489 Alexander Fraser, son and heir to the late Alexander Fraser of Philorth, bound himself in manrent for three years to William earl of Erroll. This bond almost appears to put both man and lord on trial for good behaviour; the statement of the duration comes in an unusual position, immediately before the validating clause, and contains the remarkable provision 'and fra the said thre yerie be runyn, my saide lordis giffande me fee as offeris be swys and sycht of frendis, I oblyss me to be man till hym fra that furth bot gyff the faut be in himself all fraude gyill cavillacioun and frowell excepcionis beyngis excludit and by put'.<sup>38</sup> This is almost certainly an

38. Erroll 8.

accurate statement of the remainder of the minority. Alexander's father had married Margaret, daughter of William, first earl of Erroll, in or about 1470;<sup>39</sup> and Alexander was certainly born before 1474, the year of his younger brother William's birth.<sup>40</sup> It may reasonably be assumed, therefore, that at the time of making the bond he was about eighteen years old. If this is the case, it suggests an almost finicky attention to detail. The intention that Fraser's allegiance to Erroll should continue beyond the three year period is quite clear; and in the sixteenth century such an agreement made by a minor would have been made for life. Thus, for example, Alexander Stewart of Garlies, with the consent of his curators, made a bond to Robert lord Maxwell on 2 August 1521 in which he promised that he would renew his bond when he came of age; and on 16 July 1523 he duly made a new bond. The first bond was fairly short, the second long and detailed; but both were made for life.<sup>41</sup> Indeed, the one feature of note is that he did make the second bond; and the reason for this may be found not in the fact that he was a minor at the time when he gave his first bond, but in his undertaking in the second - that he would renew it again in the future as often as - which God forbid - he should 'happen' to revoke his bond, which suggests that what concerned the lord in this case was the suspect loyalty of the grantor.

The same highly unusual inclusion of a clause suggesting a probationary period - this time only for the grantor - is found in another bond made to William earl of Erroll by Alexander Irvine of Lonmay, son and heir to Irvine of Drum, on 17 April 1483. Irvine bound himself for seven

39. The Frasers of Philorth, ed. Alexander Fraser, lord Saltoun, (Edinburgh, 1879), i, 136; in 1470 the lands of Scatterty and Byth, bought by Alexander's father in the previous year, were settled on him and his wife: Aberdeen Banff Illustrations, iii, 530.

40. An inquest held on 4 October 1491 gives William's age as seventeen: *ibid*, iv, 91-2.

41. Maxwell 12 and 13.

years, at the end of which 'I oblie me as said is now as than and than and now to my said lord erle to stand fourth in manrent laute and service as at the makking of this present writ my fee beand considerit and modefeit be thir personis under writin that is for to say Master Gilbert the Hay of Wry Master Davide the Hay Master John the Hay prebendar of Croudan Alexander Frasier of Dourrie Robert Blyneall aldermen of Abirden and Alexander Irvin of Belte or siclik personys'.<sup>42</sup> This indicates a very material carrot being dangled before a donkey again of dubious loyalty, and to that extent is comparable in intent to the Maxwell bonds referred to above, even if the doubts of the lord were expressed in different ways.

Possibly this is the explanation also of the two fifteenth century bonds made by the Stewarts of Garlies to John lord Maxwell. The first was made by Alexander, son and heir of Alexander Stewart of Garlies on 1 August 1486, for five years; and almost at the end of that period, on 15 February 1491, this time in conjunction with his father, he made a second bond, in which the period of service was limited to seven years.<sup>43</sup> There are two features of note about the second bond. In the first place, while in the earlier bond Stewart had excepted his allegiance only to the king and to his father, now both grantors reserved their service to Patrick earl of Bothwell who, as one of the dominant figures of the new government of James IV, offered an obvious attraction as a lord to ally with which he had not done as the unfavoured Patrick Hepburn of Hailes in 1486, and with which Maxwell could hardly compete. Secondly the later bond was made for a quite exceptional reason: it was given in return for the marriage to be made between Maxwell and Agnes Stewart, daughter of

42. Erroll 2.

43. Maxwell 1 and 3.

Stewart of Garlies.<sup>44</sup> The marriage contract, as is suggested later, was the weakest form of alliance,<sup>45</sup> and was not infrequently supported by a bond of friendship or of manrent; but it was very unusual to find the two agreements in quite this juxtaposition, with the bond of manrent explicitly given only because the marriage was to take place, and this adds to the impression that Maxwell was at something of a disadvantage in his relations with the Stewarts, seeking their service rather more anxiously than they sought his protection.<sup>46</sup>

The difference between the greater proportion of these bonds before 1500 and the much smaller number thereafter, and the fact that almost all of the sixteenth century bonds have an obvious and definite reason for limitation while those of the fifteenth century do not, raise the very important question of how the obligation of manrent was understood in the first half-century of its existence. By the middle of the fifteenth century, 'manrent' had come to mean allegiance and service for life; and in view of the fact that the majority of fifteenth century bonds were made for life, this assumption may be held to be valid as a general rule. But at the same time there were exceptions; and these exceptions appear to be the result of deliberate and individual arrangements which cut across the general concept, unlike the sixteenth century bonds which do not involve any such contradiction. The explanation may well lie, at least in part, in the fact that this was the initial period of the making of bonds. It has been emphasised again and again that the written bond of manrent never developed to the point of

44. The marriage took place some time before 20 February 1492, on which date Agnes was described in a charter by James IV as Maxwell's wife: RMS, ii, no. 2087.

45. See below, pp. 162-3.

46. In the long term, however, the Stewarts of Garlies continued to be dependants of the Maxwells; as well as the bonds of 1521 and 1523 already mentioned, a further bond was made by Alexander Stewart of Garlies to Robert lord Maxwell on 24 March 1550: Maxwell 25.

being a 'stock' document and that there was always considerable variation. But even so, it is perfectly possible that within this framework there was room for a certain hardening of conventions. When the older oath of homage could be so far debased, as is seen in the document of 1444 already referred to,<sup>47</sup> that it could be offered for ten years at the rate of twenty marks per annum, it is perhaps not surprising that when men began to formalise and write down their obligations of service in the new bond of manrent, they did not automatically assume, in the early stages, that this obligation was made for life, even if this was the normal practice and the one most to be desired. In other words, the changes in the way in which the duration of the obligation was stated reflect something of a lessening of attention to the individual nature of each contract, although this never came near to the point of being ignored. The groping attempt at definition in the fifteenth century gave way to a calmer and more sweeping assumption that the bond of manrent involved a lifelong undertaking, if not more. At first the doubts about reality meeting the ideal tended to be stated in advance; as time went on, they were shown only retrospectively.

The other factor which must be taken into account is the effect which an individual grantor or recipient had on the making of bonds of manrent. This is necessarily a matter of speculation; one does not know with any certainty what any single lord or man really thought about his bonds. But it is at least suggestive that the proportion of limited fifteenth century bonds is increased by the number made to William third earl of Erroll, the first of the earls of Erroll to enter into such bonds; of the thirteen bonds made to him, six were not made for life.<sup>48</sup> Indeed some were

47. SRO, Ailes Muniments, GD 25/1/34.

48. Erroll 1-14, excluding no.12 which was a bond made to his son; nos. 2, 4 and 8-11 are of limited duration.



made for remarkably short periods; two for three years, one for two years and one for a year, the last two being for five and seven years. The bonds made by Irvine of Lonmay and Fraser of Philorth have already been mentioned; the other four are even less explicable. There is no obvious reason to suggest that earl William applied different principles to the making of his bonds from, for example, his neighbours the earls of Huntly, whose bonds in the fifteenth century were all made for life. Yet one can only assume that either he, like lord Maxwell in the case of the Stewarts of Garlies, had less power to attract men to his service for life, or that he was more cautious or perhaps more realistic than most in the making of alliances; the unusual clauses in the Irvine and Fraser bonds would seem to support the latter suggestion. In addition there is the particularly curious occasion on which he received two bonds on the same day, 29 November 1484, both made by Keiths, both in similar terms though written in different hands;<sup>49</sup> but while John Keith of Ludquharne, unlike his brother-in-law Irvine of Lonmay, gave his bond for life in return for Erroll's bond of maintenance, William Keith of Ythan made his only for three years, and maintenance was not mentioned. Here, however, is an echo of the Maxwell case; for William was already bound to the more powerful earl of Huntly, and may well have regarded this bond as a less binding and temporary but perhaps expedient obligation to a less effective but geographically closer magnate.

At the other extreme were the heritable bonds. The only fifteenth century bonds which were in any way heritable were those of William lord Forbes, for himself and his heirs, to Huntly and his son, and these were limited to their lifetimes.<sup>50</sup> But in the sixteenth century it became much more common for the grantors to bind their heirs, sometimes

49. Erroll 3 and 4.

50. Gordon 4, 5 and 6.

only during their lifetime, leaving open the question of the continuance of the obligation after their deaths, but more frequently for ever; curiously enough, this practice increased in the second half of the century, the final period of the giving of bonds of manrent. What happened in these cases is not entirely clear. Many of the bonds merely bound the grantor and his heirs to the lord and his heirs for ever; some included a promise that the bond would be renewed and, if necessary, extended, if the lord required. But a few were quite specific. Alexander Gordon of Strathoun and Y Mackay of Far, both of whom held lands of the earls of Huntly, bound their heirs, in the first case to give individual bonds of manrent on succeeding to the lands, and in the second, to come to the earl's presence and give him their oaths of fidelity, service and homage.<sup>51</sup> Patrick Grant of Ballindalloch went even further when he made a bond to John Grant of Freuchie on 23 February 1569, promising to make a bond of manrent for himself and his heirs to Grant and his heirs on their entry to the lands of Ballindalloch, whereupon Grant would give a bond of maintenance, 'the saidis bandis in all tymes cuming to be renewit at the desyr off the said John or his airis the tyme off the entres of the airis of Balnadalloch to the same be the said Johnis airis forsaiddis'.<sup>52</sup> On 15 March 1581 William Sutherland of Duffus stated that having seen the bond of manrent made by his grandfather for himself and his heirs to Alexander master of Sutherland and his heirs, he acknowledged its authenticity, and now bound himself and his heirs to Alexander earl of Sutherland and his heirs, having been received as the earl's tenant in the lands of Skelbo, acquired by his grandfather at the time of the first bond.<sup>53</sup> And in a very late bond of support to the earl of Cassillis, dated

51. Gordon 31 and 55.

52. Grant 6.

53. Sutherland 6; the earlier bond was made on 4 September 1529; Sutherland 3.

18 December 1628, John Ferguson of Kilkerran included a request that if his heir refused, after his death, to make a similar bond to the earl or his heir, he should be pursued with the extremity of the law.<sup>54</sup>

There are very few bonds made on the succession of the heirs of lord or grantor. There are examples of successive generations of a family granting bonds to one noble house; the bonds by the Stewarts of Garlies to the Maxwells are one example of this; the earls of Huntly received bonds from the Forbes, Mackintoshes of Dunnachten, Grants of Freuchie, Leslie of Balquhan and Frasers of Lovat, the earls of Argyll from the Macdonalds of Dunivaig and Macleans of Duart, and the earls of Erroll from the Hays of Ardendracht, Cheynes of Essilmont and Frasers of Philorth. But none of these really fits into the pattern of renewing bonds in the terms described; although some did include heirs, and some were made in perpetuity, many were given only for the life of the grantor, and none, so far as can be ascertained, was made on the succession of either the man or the lord. Even the bond made by Lauchlan Mackintosh of Dunnachten to George earl of Huntly on 13 November 1589 'conforme to the contract maid betuix the said nobill lordis umquhill father of gudlie memorie and me' does not meet the case; for the earlier bond, dated 27 June 1568, had bound Lauchlan's heirs to renew the contract on their succession to lands, but Lauchlan was himself bound by its terms to the present earl as heir to his father, and the new bond was therefore not made 'conforme to the contract' but, almost certainly, because of friction between himself and Huntly which led to a demand for the renewal.<sup>55</sup>

An illustration of the rather casual and haphazard attitude which was probably normally adopted on this point, unless there was a particular reason of the kind suggested which led to pressure on the heirs

54. Ailes 7.

55. Gordon 78 and 51.

to write down their inherited obligation, and an illustration also of the fact that such an obligation was not lightly regarded, is found in a clash between Andrew master of Erroll and Patrick Cheyne of Essilmont.<sup>56</sup> On 5 December 1567 William Lesk of that ilk, as procurator for the master, came to Cheyne, and demanded that he ride with him to Edinburgh, where Andrew's brother was awaiting trial and where he was summoned to attend parliament. This demand was made in terms of a bond of manrent made by Cheyne's grandfather, Patrick Cheyne of Essilmont, to George earl of Erroll, the master's father, a bond which according to Lesk bound Cheyne and his heirs to Erroll and his heirs. There was indeed a history of obligations by the Cheynes to the earls of Erroll; on four occasions, beginning in 1499, they had made bonds of manrent. All four bound their kin and friends; and they were all made for life.<sup>57</sup> Only in the last two did the grantors undertake any obligation to the heirs of the lord, in the first with the unusual stipulation that they should be heirs male 'gottin of his body thai beand xiii yeris of age', and in the second to the heirs male of the surname of Hay.<sup>58</sup> But it seems that there was considerable doubt about whether this justified any claim on Patrick Cheyne in 1567. The bond referred to by Lesk was presumably the one made to George earl of Erroll in 1544. It is not entirely conclusive in that the

56. The notarial instrument narrating this incident is in Aberdeen-Banff Illustrations, iii, 21-2.

57. John Cheyne to William third earl, 11 September 1499: Erroll 13; Henry Cheyne to William master of Erroll, 2 June 1506: Erroll 18; Patrick Cheyne to William fifth earl, 23 May 1516: Erroll 25; Patrick Cheyne to George seventh earl, January 1544: Erroll 31.

58. The restriction to heirs male aged thirteen and over is a unique example of, presumably, attention to practicality on this matter; and heirs male 'gottin of his body' is not very common. The more usual form was either heirs male of the surname, as in the second bond, or heirs male who succeeded to the title.

part of the document in which the grantor's heirs could have been mentioned is torn; but if they were included, the fact that it was made for Cheyne's lifetime undoubtedly limited their obligation. This suggests a certain amount of sharp practice on the part of Andrew master of Erroll and his procurator, an impression heightened by the fact that Lesk merely gave a verbal account of the obligation and failed to produce the bond. This failure gave Patrick what were presumably grounds for refusal, for he 'in respect of the said band was nocht presentlie productit (he) protestit he incurrit na skayth dampnege nor danger nochtwithstanding the said requisition'. Yet sharp practice is possibly too strong a phrase. Although the master was straining the interpretation of the bond, it appears that Patrick felt that his demand could not be lightly brushed aside, presumably because of the long dependance by the Cheynes on the Hays of Erroll. He took the trouble to clarify his position. On 22 July 1571 he was granted a discharge by George earl of Erroll in which it was acknowledged that 'albeit an nobil man umquhyll Schir Patrick Cheyne of Essilmont band him for himself an air and successor to become true and awfald servand to us' - a more restricted and probably much more accurate account of the bond - Patrick was released from all the contents of the bond so that he was in no way bound to the earl's heirs, 'but only to us during our life tym upon our expensie quhen he beis requyrit thairto'.<sup>59</sup>

A further piece of evidence on this point comes from one of the reasons stated in the bonds for the making of them: long service, amity and dependance by the house of the grantor to that of his lord. As might be expected, this is particularly a feature of the late sixteenth century bonds; it never appears in the fifteenth century bonds, and only very rarely before 1550. The majority of those bonds which contain this

59. Aberdeen-Banff Illustrations, iii, 22-3; here again it seems that the relationship had broken down, although probably only between Cheyne and the master of Erroll rather than with the Hay family.

explanation simply included a general statement that the grantor's predecessors had been dependant on those of the lord, and sometimes that they had received maintenance and favours from them. In some cases, it was specifically mentioned that the dependance had been 'be vertew of their bandis of manrent' or some such phrase. A few of the bonds gave a more particular account. For example, on 1 December 1574 Hector Maclean of Ardlung became man to Colin earl of Argyll because the earl had ratified the bonds of maintenance made by his father and brother, the two preceding earls, to Hector's father, and also their bond of maintenance to Hector himself.<sup>60</sup> Similarly, of the four early seventeenth century bonds made to Ronald Campbell of Barrichbyan which contained references to dependance by ancestors of the grantors, three made general statements, but the third, dated 18 April 1616, specified that the grantor's father, father-in-law and grandfather had been bound in manrent to the house of Barrichbyan.<sup>61</sup>

The final point which should be mentioned in connection with the heritable bonds, although it has much less bearing on them than at first sight may appear, is the act passed in 1555 in the first parliament held by Mary of Guise after she had replaced James earl of Arran as regent. This act forbade the making of bonds of maintenance and manrent in the future, and declared all previous bonds to be annulled, except for the heritable bonds and those made for assythment of slaughter. This might seem to provide an explanation for the increase both in making such bonds and in emphasising the idea that obligations were being inherited and continued rather than initiated. But even if the act was accepted as a genuine attempt to

60. Argyll 52.

61. Campbell of Barrichbyan 8, 9, 10 and 11.

prohibit the practice of bonding, this would hardly meet the case, for only heritable bonds made before 1555 escaped the ban, and in any event the number of heritable bonds did not rise sharply enough to support a suggestion that 1555 was a turning-point; moreover whatever its intention, the act was not effective.<sup>62</sup>

The general conclusion which emerges from the heritable bonds is that there was considerable lack of precision in following out the conditions laid down by the bonds themselves; heirs who should have renewed their predecessors' bonds did not do so at the prescribed times, although they might do so on other circumstances, and on at least one occasion, and doubtless on others, an heir was asked for service although he was not clearly bound to give it. No doubt part of the explanation lies in the fact that as the giving of written bonds became commonplace, the principle that people will follow what is fashionable began to operate, and the greater care taken on the question of the duration of each obligation in the fifteenth century gave way to the more easy-going assumption that life or eternity was the norm; this has already been commented on. But in all probability the lack of precision is a reflexion of a wider problem. It suggests that the idea of the obligation by a man to a lord and the idea of writing down and defining that obligation were, to some extent at least, out of line. The clauses which promised a written renewal and revision of the bonds were not exactly meaningless verbiage, but they certainly tended towards it in the sense that, hopefully, it would not prove necessary to enforce them. What this indicates is the difficulty of finding a formula which gave adequate expression to the very obvious social truth, that many families had a genuine tradition of dependance and good relations with their lord, but

62. APS, II, 495-6; see below, pp.255-6 and 349-50.

there were always some whose record was distinctly flawed. There is a somewhat overstated note of protest in the bond made to Colin earl of Argyll on 14 July 1519 by Maclean of Duart, Macleod of Dunvegan and others, who insisted that they did so 'nocht coalcyt nor strenzit nocht compellyt nocht for dred of hurt nor skatht in persoune nor in gudis bot of our awen fre wyll and be our awen motioun for auld bandis lweve and kindnes beand betuix our eldaris and for our awen singular utilite and profet downe and to be done tyll us and tyll our ayris and to thame that tyll us pertenis'.<sup>63</sup> Yet the increasing tendency in the sixteenth century, especially in the second half of the century, to emphasise the massive permanency of the obligation of manrent is more than either the dictates of fashion or the problem of flogging dissident families into allegiance; it reflects not only what contemporaries thought should happen, but also what on the whole did happen. It would be naive to assume that one can make a precise equation on the matter, but undoubtedly as only a minority of bonds reflect uncertainty about loyalty, so only a minority of those who gave bonds in practice made this an issue.

This point has been considered at some length; it is of obvious importance, it is a subject which can readily be discussed on the basis of the texts of the bonds, and it amplifies and fills in a certain amount of detail on the general theme of the previous chapter of what the new obligation of manrent meant and how it was regarded. The next section of the bond, that which explained why the bond was made, will be passed over in this chapter much more briefly. The amount of information provided by the bonds themselves is proportionately small; in more than three-quarters of the fifteenth bonds and almost two-thirds of those made after 1500 no reason at all is given. The reasons which are stated fall into four main categories. Maintenance, as has already

63. Argyll 5.



been said, was by far the most prevalent; four-fifths of the bonds give this as a reason. In addition, sometimes in conjunction with maintenance, and less frequently as the sole reason, 'sindry gratitudis proffitis and plessouris' or 'gude dedis and thankis' were not uncommon phrases in the sixteenth century bonds in general, and a particular feature of the Hamilton bonds. These were normally linked with the idea of maintenance, but occasionally they were combined with the second category, the material benefits of land or money; but land was mentioned in only one-tenth of the bonds, and money was even more rare. A third motive for making bonds was the long service and dependance of the grantor's predecessors, already referred to; and the final reason was the lord's forgiveness for some past crime or misdeed, a reason which was part of a very important aspect of the making of bonds, their place in the settling of disputes.<sup>64</sup> But why they were made is one of the fundamental questions about bonds of manrent; and while the reasons which the bonds themselves give can be briefly stated, the wider point will not be discussed further here, for it is in fact the subject of much of the remainder of this thesis.

After explaining why the bond had been made - if this was done - there then followed the description of how the grantor would serve his lord; in effect, the commentary on 'manrent'. Even the early bonds of the fifteenth century, which expressed this only in a general clause, could be fairly comprehensive, putting in a very succinct way most of the points expressed in detail in the longer bonds: for example, 'in pece and in were in rede and in counsell in manrent and service before and aganis al thaim that leve and de may'.<sup>65</sup> But in the great majority of the bonds these aspects of the man's service were given as individual terms, added to and paraphrased so that of all the parts of this very variable document this section in particular became one of infinite variety.

64. This is the subject of chapter 6.

65. Gordon 2.

It may be helpful here to cite again the terms of the bond by Kennedy of Blairquhan to James earl of Arran which was quoted earlier:<sup>66</sup>

'therfor I sall nowyr wit se heir nor know my said lord  
and maisteris harme skaith danger nor apperand perell bot  
I sall warne him therof als sone as I may gudlie and I  
sall stop and let it at my power

and sall gif him the best counsale I can quhen I am  
requirit and sall concele the counsale he schewis to me

and I sall ride and gang with my said lord and maister  
and for him

and tak his afald lele and trow part in all his actionis  
causis and querelis lefull and honest aganis all that  
levis and de may'

These are the major terms, most regularly found in the bonds. In the fifteenth and early sixteenth century the promise of counsel occurred most frequently, though in the second half of the sixteenth century it appeared less often than the promises to assist in the lord's actions and warn him of harm. The warning clause was included in almost as many bonds between 1450 and 1550 as that promising counsel; but the promise of assistance in actions and quarrels was much less frequent in the fifteenth century and slightly less so in the early sixteenth than in the late sixteenth century. 'Riding and ganging' was fairly common in the early sixteenth century, but appeared far less often before 1500 and after 1550.

If these were the main features of the obligation of manrent it is curious that they were never standardised. The variations are of interest in that they show different facets of the forms of service; but, as with the earlier section of the bond, which bound the grantors indiscriminately in manrent and service or to become man and servant, one is forced back to the puzzling question of why men bothered to find so many different ways of saying the same thing. Virtually no classification is possible, except that one does find certain phrases

66. Hamilton 12; the full text is given above, pp. 65-6.

tending to recur in one form in one family collection and in a different form in another. Thus, for example, when Kennedy bound himself never to see his lord's 'harme skaith danger nor apperand perell' without warning him of it, he was using the form of words most common to the Hamilton bonds, whereas a man binding himself in the same way to the Maxwells would normally promise to warn them against 'lak skayth or dishonour'. But even this is far from being an absolute rule. Neither of these phrases is found in precisely those terms in all the Hamilton and Maxwell bonds in which they occur; and in one of the Maxwell bonds the common Hamilton form of the phrase is used.<sup>67</sup> And in the thirty-five Erroll bonds, which include such unusual additions to this obligation as 'upon our faiths and consueance', there is no standard form of the warning clause at all. All that can be said, therefore, is that there are phrases of this kind of which there are sufficient examples to make it possible to regard them as the most typical Hamilton or Maxwell form of expression.

Similarly the promise to give and conceal counsel varied widely. Another form of it was 'gyf (the lord) askis me ony consale I sal gyf thaim the best at I can ande gyf thai ony consale schewis me to hede it'; which could be reversed and expanded into 'and gif that the said lord schewis to me his consal I sall conseyl it fra al man and women on lyff and nocht schaw it agane without his commandment or leyff. And gyf he askis me ony consal I sal gyff him the best that I can be my knowlege'.<sup>68</sup> Two of the Argyll bonds obliged the grantor to keep the counsel of Argyll and 'his gret freindis'; in another, the grantor promised to give and conceal counsel as a true servant should; and the grantor of a fourth became 'lale trew and afald servand' to Argyll 'in his secret counsell'.<sup>69</sup> One

67. Maxwell 2.

68. Cunningham of Snaid 1; Hay of Yester 3.

69. Argyll 32 and 61; 56; 26.

of the Gordon bonds bound the grantor to 'tak my part therof' in giving counsel; another, to counsel with 'dew obedience'; in an Erroll bond 'secreittie and consallie' were to be concealed.<sup>70</sup> And there are many more minor variations of this kind.

The 'ride and gang' clause could be simply stated, as in the Kennedy bond. More commonly, however, it specified the circumstances in which this service was to be performed. For example, a number of bonds the grantor was bound to ride and gang in peace and war, or in 'hoisting peace and weir', sometimes with the addition of 'on fute and horse'.<sup>71</sup> Occasionally service abroad was explicitly included.<sup>72</sup> It was also the clause which contained provision for expenses, if these were to be paid; if so, the distinction between national service at the grantor's expense and local service at the lord's was sometimes explicitly added,<sup>73</sup> although this was by no means the rule always followed. Thus in one of the Hamilton bonds the grantor was bound to ride and gang at his own expense, and this was elaborated in more detail in a Gordon bond which contained the provision that the expense of service in war, whether in the king's army or Huntly's was to be borne by the grantor.<sup>74</sup> The distinction could also depend not on the purpose of the service but the place; it was agreed, for example, in another Gordon bond, that if Huntly involved the grantor in the queen's wars or in his own affairs in the north, the grantor should pay, but if service was required in the

70. Gordon 26 and 66; Erroll 37.

71. For example, Maxwell 2, 25; Gordon 31, 32, 35, 27; Gordon 51, 54, 56.

72. For example, Gordon 26; Hamilton 40, which mentioned foreign and civil wars; Erroll 20, which specified war against England.

73. For example, Erroll 27 and 31.

74. Archbishops of St. Andrews: Hamilton 4; Gordon 25.

south or abroad, expenses would be met by the earl.<sup>75</sup> Hunting was also included as part of this clause, sometimes at the lord's expense, sometimes at the grantor's.<sup>76</sup> The promise to ride and gang could also specify that this was to be done in all the lord's lawful actions, a phrase more commonly attached to the undertaking to assist the lord and take his part in his affairs.<sup>77</sup> Or the grantor could be bound to ride and gang whenever required by his lord, or, more rarely, by the lord and any in his name, or simply 'redy bodin' or without excuse or delay.<sup>78</sup> The explicit inclusion of the grantor's kin, friends, men and servants was frequently made in conjunction with this clause, if it was not stated at the beginning of the bond, or repeated at this point if already mentioned. Occasionally a rather different and much more limited form of the promise to ride with a following is found, as in one bond in which the grantor undertook to ride and gang daily when required, being given allowance for reasonable expense for 'hors and twa bois'.<sup>79</sup>

The fourth obligation, that of taking the lord's part in all his actions, appears in a fairly standard form in the Kennedy bond, although it most commonly occurs as the first or second of the specific promises, not the final one, as in this bond. Occasionally there were alternatives, such as 'to concur, fortifie and assist', or 'that I....sal be and abyd.... in all and sindri accionis'.<sup>80</sup> A common phrase, omitted in the Kennedy bond, is 'actionis....movit and to be movit'; and the idea that assistance should be given only in actions which were 'lefull' or 'lesum and honest' was a regular feature of this promise, normally expressed in these words, but occasionally in a phrase such as 'batht

75. Gordon 42.

76. For example, Gordon 27 and 28.

77. For example, Maxwell 18; Royal Bonds 4 and 5.

78. For example, Erroll 20; Oliphant 16; Argyll 32; Hay of Yester 1; Erroll 32 and 33.

79. Abbots of Coupar Angus 1.

80. Gordon 83; Hay of Yester 1.

in the law and be the law'. These phrases, and the preference for the word 'actionis' rather than affairs, which is less often used, suggest that this promise was particularly directed towards assistance in legal actions, both civil and criminal, and this is reinforced by one of the Erroll bonds which was quite clearly made for this purpose, the grantor promising that in all the lord's actions he would give counsel and 'sall forthir thaim to haf justies thairin'.<sup>81</sup> But it clearly referred also to other matters. It could bind the grantor, for example, to assist his lord in peace and in war,<sup>82</sup> or on journeys, raids and hostings,<sup>83</sup> though these were much more frequently part of the ride and gang clause. Occasionally it was not only a general promise, but referred to a particular action of the lord's, as in one of the Gordon bonds, where the grantor bound himself to take Huntly's part against specified enemies.<sup>84</sup> More rarely it was directly related to national politics: for example, in the case of a bond made to Mary of Guise, to assist her against all her enemies, especially the 'auld inimeis' of England and all disturbers of the realm, and similarly a promise to James earl of Arran as governor, to assist against the English and all rebels.<sup>85</sup> Rather less definitely, it might include a reference to actions concerning the lord's 'worschip landis and gudis';<sup>86</sup> or a grantor might

81. Erroll 14. The question of the effect of bonding on the law and the courts is discussed in chapter 6; in particular see below, pp. 269-82.

82. For example, Maxwell 18; Gordon 19; Gordon 69, which specified war within Scotland; and Argyll 8, which bound the grantors to assist in peace and war, by land and sea, within and without the realm.

83. For example, Gordon 90 and 94.

84. Gordon 81.

85. Royal Bonds 16; Hamilton 14. This was the only period, however, when war with England was directly reflected in the bonds.

86. Oliphant 3.

simply bind himself to assist his lord in all his actions as became a dutiful kinsman and obedient tenant;<sup>87</sup> and one of the Erroll bonds contains the unique promise to assist the lord 'als weille be hynd his bak as in his presens'.<sup>88</sup> Finally, as in the ride and gang clause, this obligation often included the grantor's kin, friends and servants, and occasionally bound the grantor to assist the lord's kin and friends as well as himself.

Apart from the four major clauses, there were several others, some of which were really only further variations. For example, as an alternative to the promise of assistance in the lord's actions and causes, or in addition to it, the general promise of service was expanded into obligations to serve in peace and in war, by night and day, by land and sea,<sup>89</sup> and whenever the lord required, sometimes with the provision that sufficient warning must be given. More specifically, some bonds included a separate clause binding the man to defend his lord's person, lands and goods; to make his house open to his lord when required; never to take any action against his lord; and, in a few of the Argyll and Cawdor bonds, to give the lord calpe. But none of these clauses appeared frequently.

In some cases, however, a definite service or obligation to be undertaken in particular circumstances was added to the more general promises. In a bond made by Andrew Rellock of Duncrub, his son and heir Robert, and his younger son David, to Laurence lord Oliphant, on 21 April 1471, Robert promised to accept Oliphant's counsel concerning his

87. Cawdor 27 and 28.

88. Erroll 9. This is another example of an unusual feature in a bond made to William third earl of Erroll: see above, pp. 84-5. He was not of course the only lord to feel doubt about the loyalty of a particular man; he was, however, the only one to have it expressed in quite this graphic way.

89. This clause is found mainly in the Argyll bonds, for understandable reasons, and in a few of the Cawdor bonds.

marriage, and a similar promise was made by James, son and heir of Ninian Stewart, sheriff of Bute, in their bond to Colin earl of Argyll on 12 January 1523.<sup>90</sup> John Lamont of Inveryne, in his bond to Archibald earl of Argyll on 1 June 1530, agreed that if he or his heirs should be accused of any fault towards the tenants and inhabitants of Glendaruel, they would be content that Argyll and his heirs should settle the matter and decide on any penalty.<sup>91</sup> On 20 September 1544, John, son of Alan Stewart of Appin, promised that if his father or brother should absent themselves from Argyll's service, he would pursue them and their allies.<sup>92</sup> Donald Robertson, in his bond of 6 March 1586 to Huntly, in return for Huntly's assistance in having gained for him the right to Struan from the late Menzies of that ilk, bound himself to aid Huntly especially in the maintenance and defence of the house of Menzies of Weem.<sup>93</sup> Reference has already been made to the Hamilton bonds which specified service within the island of Arran.<sup>94</sup> And in a general bond of 22 November 1591 which had much more direct relevance than most to a political event, a group of the barons of Moray bound themselves to assist Huntly in his quarrel with the earl of Moray.<sup>95</sup>

Finally, it was fairly common in general, and a marked feature of the Erroll and Huntly bonds, for grantors to promise to serve their lords as a man and servant should, according to custom. This normally came at the end of this part of the bond, concluding it with a phrase such as 'witht all and sindry uthir puyntis concerning the bande of manrent as

90. Oliphant 6; Argyll 11.

91. Argyll 20.

92. Argyll 28.

93. Gordon 63.

94. Above, pp. 74-5.

95. Gordon 83.



is of custum usit within the realme of Scotlande a man to do his lordes', or, more generally, 'defende his lordeschip....as a man sulde do til his lordes in all thingis as wase and consuetude is wythin the realme of Scotlande'.<sup>96</sup> Certainly 'wase and consuetude' had had some effect on the writing of the obligation of manrent, but not perhaps very much; not enough, at any rate, to alter the practice of producing a long series of bonds which made the same promises, but made them in several hundred different ways.

Before drawing conclusions from this survey of the texts of the bonds, the last section of the document can be briefly described. Reference has already been made to the exceptance of allegiance to the crown and, occasionally, to other lords. Allegiance to the crown was in fact hardly ever omitted; here at least was one part of the bond whose inclusion was virtually automatic. Some of the small number of omissions can be explained by the fact that the bonds are known either from a notarial instrument in which the full version has not been recorded, or from a late abstract of the text in cases where the original has not been found. Only in the second half of the sixteenth century did the number of bonds which ignored this tend to rise slightly; this may well again reflect the more casual nature of these later bonds, although the possibility cannot be discounted that the reason in this case was the long absence of an effective monarch, which may explain both the omissions and the practice, not found earlier, of referring somewhat laconically merely to 'the autorite'.

The record of the swearing of an oath, in over half the bonds, has already been described;<sup>97</sup> this took the form either, most commonly,

96. Gordon 13; Erroll 8.

97. The exceptance of allegiance to the crown and other lords is discussed above, pp. 60-1, and the oath on p.52.

of 'the grete aithe suorne, the haly evangellis tuechit', or, more vaguely, 'in the maist sikker forme of obligatioun (of band of manrent) that can be divisit', sometimes with the addition 'na remede nor exceptioun of law cannoun civile or uther quhatsumevir to be proponit in the contrar'. But whether there was an oath or not, almost every bond made some reference to the idea that, in giving a bond of manrent, a man's honour was involved, even if it was only expressed in phrases such as 'lelalie and treulie', 'be the fayth and trewth in my bodie' or 'all fraud and gyle excludit'. This was reflected again in the usual form of penalty clause, which bound the grantors under 'the pane of infamie periure and inhabilitie' or 'tinsail of credit and honour' or perpetual defamation, 'nevir to be haldin in repute', although in a very late bond, made in 1628, the grantor with rather odious smugness qualified this by pointing out that if his lord commanded anything 'that becomes not ane gud Christiane or the kingis gud subiett', he would disobey without the eternal infamy which he acknowledged would otherwise follow the breaking of his bond.<sup>98</sup> Less frequently the penalty involved the payment of money. This could be a comparatively small amount: 200 or 500 merks, £100 or £200 Scots. But in one Gordon bond, the penalty was fixed at £1000 Scots; and the cost of breaking a bond to the earls of Arran was fairly crippling: 2000 and 5000 merks, £2000, and the largest known penalty in any of the bonds, £10,000 Scots, in the bond made by James earl of Morton for political purposes on 31 May 1560.<sup>99</sup> Whether there was any hope of obtaining such sums is not known. The nobility and gentry in Scotland are not usually thought of as having large, or even adequate supplies of ready cash. On the other hand it seems unlikely that such penalties

98. Ailsa 7.

99. Political Bonds 11.

would have been threatened, when there were other ways for lords to chase up recalcitrant men,<sup>100</sup> if they had been entirely unrealistic, for it would have been singularly pointless and indeed dangerous, from the point of view of the lord's control, to insist on writing in meaningless penalties; and the fact that they were graded suggests that they were regarded as at least partially practical. Other forms of penalty included the loss of lands, although this was very infrequent, no doubt because this was something which would have been virtually unenforceable. And in one case there was the threat that in the event of failure, the grantor would be accused and punished, though in what way is not stated; in any event, it sounds unusually arbitrary, but this is perhaps understandable in that it occurs in the bond made to the earl of Arran by Robert lord Maxwell on 11 January 1546, in an attempt to establish his loyalty after his dealings with the English.<sup>101</sup>

The witnessing of the bonds was mentioned in the last chapter.<sup>102</sup> All were signed or sealed, or both. This practice naturally underwent great change. In the fifteenth century hardly any of the bonds were not sealed, and very few were signed; in the first half of the sixteenth century, the numbers had become almost equal, although the order had changed to a slight majority of signatures; and after 1550, every bond was signed, and sealing had become exceptional.<sup>103</sup> In the large collections, the date on which the sealing of bonds as a regular practice stopped is roughly the same. No Hamilton bond was sealed after 1553, except for that made by James earl of Morton in 1560. In the Gordon and Argyll collections the date was slightly earlier: 1550. Thereafter only four Gordon and three Argyll bonds were sealed. These later documents were

100. For example, see below, pp. 307-8.

101. Hamilton 14.

102. Above, pp. 51-2.

103. This does not, of course, mean total literacy; many of the grantors still signed with their hands led by the notaries.

unusual. They were written on parchment, which was exceptional in the sixteenth century; and they contained particular features: two of the Gordon bonds, for example, included fairly detailed accounts of land grants, and the fourth was made by the provost of Aberdeen, Gilbert Menzies, who may have felt that a sealed parchment document better became him.<sup>104</sup>

Parchment had given way to paper by 1500 for the making of bonds, and from the beginning bonds of manrent were written in the vernacular; and this raises the possibility that they were regarded as ephemeral documents and that therefore the relationship to which they gave expression was itself expected to be ephemeral. Certainly they do not give the same impression of permanence as does a charter written in Latin on parchment. But this is hardly a fair comparison. Apart from any consideration of the following of accepted convention, which would apply to any document issued under the great seal, there was an obvious economic reason, which might be very long-term indeed, why particular care should be taken to ensure the survival of a record of a grant of land. But the bond of manrent must be seen in its more immediate setting. Paper was not widely available until the fifteenth century, but was in common use by the sixteenth; increasingly more writing was done, paper was cheaper, and its life was not necessarily short; it was therefore used for all but the most formal documents. More than a century earlier, Scots had overtaken Latin as a literary language, and had replaced it as the language of government records from the early fifteenth century. Its acceptability among those of the highest rank can be readily demonstrated

104. Gordon 53, 56, 71 and 96. Menzies seems to have had a liking for emphasising his status; his bond included the promise to accompany his lord 'lyk as utheris gentilmen of the countre of our rank and estait'.

by reference to the Kingis Quair,<sup>105</sup> or to the letter by the earl of March to Henry IV which told him 'mervaille ye nocht that I write my lettres in Englishe, fore that ye were clere to myne understanding than Latyne or Fraunche'.<sup>106</sup> At the very least, therefore, it is hardly surprising that the bond of manrent was a vernacular document which by 1500 was normally written on paper; one cannot assume impermanence from this.

There is, however, positive evidence on the other side. The fact that the great majority of bonds were made for life or, increasingly in the sixteenth century, in perpetuity, is in itself a clear enough indication of contemporary ideal, if not always contemporary practice. Moreover there is little doubt that the documents were intended for preservation. All bonds of manrent were docketted for easy reference.<sup>107</sup> It is not possible to be precise about the date of the endorsements; in general, so far as can be judged, most were written by the end of the sixteenth or early seventeenth century, but some were clearly put on within a few years of the making of the bond, as references to bonds made to a man's father, or to the 'umquhile' lord, show, while a few were written within the lord's lifetime. And apart from keeping the documents themselves, there were some families who drew up lists of their bonds.

105. James I, The Kingis Quair, ed. W.W. Skeat, (STS, 1910).

106. F.C. Hingeston, Royal and Historical Letters during the reign of Henry the Fourth, (Rolls Series, 1860), i, p.24. What March calls 'Englishe' is Lowland Scots.

107. Docketts were, like the bonds themselves, written in the vernacular, with the exception of the early Erroll bonds, whose endorsements were in Latin: 'littera homagii'.

The most extensive are the calendars made by the Campbells of Glenorchy.<sup>108</sup> In addition, there is a list written in a late hand, which may be a copy of an earlier compilation, of the bonds of the Murrays of Tullibardine,<sup>109</sup> and the interesting example of the list of Douglas of Drumlanrig bonds drawn up in 1693, just possibly made when the out-of-date documents themselves were destroyed, which would argue a reluctance even at this late date to obliterate all record of them.<sup>110</sup> Finally, on a more limited scale, George marquis of Huntly had the bonds made by the house of Forbes to the earls of Huntly taken out of his charter chest and copied out in 1676, as a stick with which to beat the Forbes in one phase of the long-standing Gordon-Forbes hostility.<sup>111</sup> This incident, unusual in the seventeenth century, is a late example of what in the fifteenth and sixteenth centuries provided a compelling reason for lords to keep their bonds. Their value was not, in the long term, as great as that of a charter which was evidence of title to land. But in the short term - by which was understood at least for the life of the lord, if not the lives of his heirs in the foreseeable future - their value lay in the fact that they could be produced as evidence of that other source of power, the

108. 'The Buke of Bandis of Manrent Service Calpis and Bannis part off gudis, pertenyng to the hous of Glenurquhay', in The Black Book of Taymouth, ed. Cosmo Innes, (Bannatyne Club, 1855), 176-262. The calendar begins in 1488 and ends in 1681. There are also two manuscript books of bonds of manrent, the first compiled by Colin sixth laird (1550-83) and Duncan seventh laird of Glenorchy (1583-1631), which omit some of the bonds in Taymouth Bk, but contain additional material; and a four page untidely written list of names of those who had given manrent and calpis: SRO, Breadalbane Muniments. GD 112 Sec. 24.

109. SRO, Dalguise Muniments, GD 38/1/62.

110. MPC, Fifteenth Report, Appendix, part viii: Buccleuch Manuscripts, i, 67-9.

111. SRO, Haddo House Muniments GD 33/59/39.

allegiance and service of dependants. They were, therefore, preserved; and in fact, of course, they have survived in quantity to the present day.

The complementary document to the bond of manrent was the bond of maintenance. It is unnecessary, and would indeed involve considerable repetition to discuss these bonds in detail, for they show very similar characteristics to bonds of manrent; they were made in the same form, and they again lacked any sort of standardisation except in the most general sense. Some of them exactly mirrored the bonds of manrent to which they were the counterpart, the same terms being reiterated from the lord's standpoint, with service by the man being replaced by maintenance from the lord. More commonly, however, they were not expressed with anything like the same detail; they stated only in general terms the promise of the lord's 'supple help mantenans and defence'.<sup>112</sup>

In summing up, there are two general points which emerge from the analysis of this collection of surviving bonds of manrent. As far as the texts are concerned, certain very general conclusions can be put forward, although only with the considerable reservation that exceptions can always be found. It seems clear that the making of bonds of manrent was only gradually developing in the second half of the fifteenth century. Even allowing for accident of survival, there are noticeably fewer bonds; and of these which do exist, the higher proportion of bonds which expressed the obligation only in general terms and the greater number of bonds of limited duration indicate that although the concepts which lay behind the written bonds were certainly there, and as clearly understood as in the sixteenth century, the practice of making bonds took some time

112. See Appendix D for an example of a bond of maintenance.

to develop from its embryo stage into the commonplace method of making local alliances which it became in the sixteenth century. By 1500, however, this process was already well established; and in the first half of the sixteenth century the bonds reached their most complete and highly developed form, well-written and with a wealth of detail. After 1550, there was a gradual decline. Part of this impression admittedly arises from the fact that the handwriting became increasingly untidy and unpleasant, but undoubtedly bonds of this period do have a vague and rambling quality which is not apparent earlier. It is not likely that this was the result of any lessening of the importance attached to the obligation; again, the number of bonds which emphasised the comprehensive nature of the contract whether by making it heritable or by stressing the obligation on the heirs argues against this. Almost certainly it is merely a reflexion of how far bonding had become a well-accepted and habitual part of society. An additional illustration of this is the practice, which was restricted almost exclusively to the period after 1550, of running the bonds of manrent and maintenance into a single contract, sometimes in the normal form of a contract - that is, beginning with the names of both the grantors and giving the place-date before going on to the terms - and sometimes beginning as a bond, and then changing to a mutual contract. But it must be emphasised again that within these general trends were numerous variations, and the idiosyncracies of, for example, the Erroll bonds, or the particular features relevant only to those of Argyll or Cawdor.

Why, then, should there have been such lack of standardisation? Clearly it would have been impossible to have had conventions so rigid that there was no room for the inclusion of specific promises by the



grantor or the lord which applied only to the particular bond; but a substantial part of the text could have been standardised by the convenient method of following a set text. Yet this did not happen. Where uniformity did occur, it was normally because of some obvious and exceptional circumstance, as for example bonds being made on the same day to the same man,<sup>113</sup> two or more being written by the same notary,<sup>114</sup> or bonds being made for some unusually limited local purpose, such as those made by tenants in the island of Arran to the earl of Arran;<sup>115</sup> but even those conditions by no means ensured a common form. There are in fact very few cases of several bonds being certainly written by the same notary, and this may have had some effect on reducing the opportunity for standardisation, although there is no obvious reason why different notaries should not have produced a stereotyped version. As has been shown, men did have examples of bonds to which they could and did refer; but at no time did they do so in order to provide a standard text. A slight hint

113. For example, Cawdor 27 and 28, both made at Dunivaig on 31 July 1618. Also Erroll 32 and 33, both made at Slains on 16 December 1544; these are identical, apart from the duration of the bond and one minor phrase, but rather surprisingly are written in different hands.

114. For example, Gordon 88 and 89, both made at Elgin on 11 August 1600, and both written by the notary James Anderson. On the other hand, a third Gordon bond written by the same notary on 31 January 1604 differs considerably: Gordon 94.

115. Of the seven bonds of manrent made by Arran tenants to James duke of Chatelherault, all made at Brodick, the first two, dated 22 April 1551, are virtually identical and written in the same hands: Hamilton 22 and 23. A third, probably also dated 1551, is quite different: Hamilton 25. Then there are four, one dated before April 1554, and the others 20 August and 18 and 23 September 1554, all identical and written in the same hand, though not that of the earlier bonds: Hamilton 30, 31, 32 and 33. Finally there are two made to John lord Hamilton at Brodick on 22 August 1587, both written by the notary John Robertson, but completely different in form: Hamilton 34 and 35.

that one should perhaps look rather to successive bonds of the grantor's family to find evidence of referring back to an older text when drawing up a new one is found in the bonds of Alexander Home of that ilk to Alexander master of Huntly in 1490, and George lord Home to George earl of Huntly in 1538, which do show a marked similarity; but the absence of other examples of this makes it impossible to draw any satisfactory conclusion from it, and in any case, it was clearly the lord who referred back, for it was he who held the bonds.<sup>116</sup>

The only conclusion that can be drawn is that in spite of the fact that the making of bonds became habitual and commonplace, and that this had a certain effect on the text, the individual nature of each bond was always given priority over the convenience of standardisation. It has already been argued that the feudal contract was weakened because of its increasing commercialisation at the expense of the personal relationship, and that this was, at least in general terms, the background to the revitalised personal contract, in England and Europe as well as in Scotland, of the later middle ages. Detailed examination of bonds of manrent serves only to confirm and illustrate this. Bonds of manrent were made in considerable numbers for some 150 years. Throughout that whole period, magnates like Huntly, Hamilton and Argyll, or indeed any lord who received bonds, treated each promise of service

116. Gordon 11 and 30. The point, as far as the Humes were concerned, is further demonstrated by a bond by Alexander lord Hume to George earl of Huntly in 1549, in which Hume promised that, because Huntly had given him precept of sasine of the lands in Berwickshire held of the earls of Huntly by his predecessors, he would make a bond of manrent to the earl as his father had done; this bond would be made when Huntly showed his father's bond to him: SRD, Gordon Castle Muniments, GD 44, 12/7/9.

from their men, and maintenance on their own part as individual cases; and accordingly individual bonds were drawn up, and accompanied by some sort of ceremonial verbal promise, so that the very personal nature of the relationship was always underlined. In other words, when a man bound himself in manrent, to assist his lord in all his affairs or to warn him of harm, what was emphasised as being of primary importance was not that he was one of many making this kind of obligation, but that he was now making it.

## CHAPTER FOUR

### THE BOND OF MANRENT: THE DEVELOPMENT OF THE NEW FORM OF CONTRACT

In the first two chapters an attempt has been made to place the late mediaeval contract between lords and their men into the wider context of the development of this relationship from its early mediaeval and feudal form; and it was suggested that the new obligation of manrent should be regarded as showing, on the whole, differences of emphasis and stronger safeguards rather than fundamental change. Now that the texts of bonds of manrent have been discussed, this theme can be taken up again, and the degree of continuity illustrated more extensively, in order to show rather more clearly how the bond of manrent came into being. The evidence is not sufficient to allow this to be done with detailed precision or definition, but there is enough to make it possible to demonstrate the general pattern. This chapter therefore is the summing up of the first major theme of this thesis, the place of the Scottish bond of manrent in the wider setting of the evolution of the way in which men fulfilled their obligations to protect and serve one another.

For this purpose, the most important and relevant features which emerge from the bonds themselves are, first, the life-long or hereditary obligation undertaken by those who made the bonds, and second, the fact that the four most common clauses were those which bound the grantors to assist their lords in all their actions, to give and conceal counsel, to ride and gang with them, and to warn against and prevent harm. The other part of the contract, the lord's bond of maintenance, was usually expressed in much more general terms; but it was likewise made for life

or in perpetuity, and where it did include detailed obligations, these corresponded to the normal promises of the bond of manrent, with 'maintain defend and supply' taking the place of 'serve and assist'. In other words, when the mutual contract of protection and service came to be written down in the form of bonds of maintenance and manrent from the mid-fifteenth century onwards, the practical means of fulfilling this contract were defined in terms of these four promises.

The fact that it took some thirty years for the very general bond of manrent to be developed and expanded into a document which carefully enumerated the details of how a man should serve his lord is of no significance in this context; it would be wrong to regard this as in any way indicating that it was not until the last quarter of the fifteenth century that this service came to be given precise definition. The important point is that the bond of manrent was written down at all; and possible reasons for this will be suggested later. In any case, even the most general bonds could on occasion sum up very succinctly the essential parts of the service: for example, 'in pece and in were, in rede and in counsall, in manrent and service, before and aganis al thaim that leve and de may'.<sup>1</sup> What happened was that once the obligation of manrent had been set down in writing, the very fact of writing it produced its own impetus, and more and more detail was added in. There is no doubt, however, that the detail, whether explicitly stated or not, was entirely understood by those making the contract; one can readily accept the promise to serve 'in lele and trew manrent and service in pes and in were in contrar and aganys all dedly or that de may witht all the pountis

1. Gordon 2.

content in the *aithe of manrent*<sup>2</sup> as a statement which meant something well-known and definite, and not as a vague generalisation. The significance of the more developed form is not that it produced anything new; rather it shows that as far as the concept of the essential features of service and protection were concerned, nothing had changed. In general terms, as has been argued,<sup>3</sup> the later mediæval contract between lords and their men can be regarded as one which consciously shed the complexities which in its earlier feudal form had been grafted on and which tended to obscure its fundamental purpose. It is probable that the same argument would apply to the precise obligations contained in that contract.

A major difficulty is that it is impossible to be certain about the details of feudal obligations in Scotland. One can describe Scotland in the twelfth and thirteenth centuries, and even, arguably, in some respects at least in the early fourteenth century as a feudal kingdom; the work of Scottish historians on this period, in particular that of G.W.S. Barrow,<sup>4</sup> leaves no room for doubt on the general point. But very little is known about, for example, what precisely military service meant, where and for how long it was given. The giving and keeping of counsel has been referred to as a prominent feature of bonds of *manrent*, but it is exceedingly difficult to assess accurately how much weight it was given

2. Gordon B. Some phrase of this kind appears not infrequently, especially in the Erroll bonds. It is perhaps indicative of the increasingly commonplace nature of the written bonds that by about 1480 '*aithe of manrent*' had given way to '*band of manrent*'; and as the bonds became more detailed, the emphasis changed, and reference was made to fulfilling all the points specified according to custom and use in Scotland.
3. Above, pp. 58-62.
4. G.W.S. Barrow, The Kingdom of the Scots, (London, 1973); Regesta Regum Scottorum, vol. I, The Acts of Malcolm IV, and vol. II, The Acts of William I, (Edinburgh, 1960 and 1971); Robert Bruce and the Community of the Realm of Scotland, (London, 1965).

in Scotland before the fourteenth century, particularly as far as those below the highest ranks of society were concerned, however likely the assumption that it was important. The opening of the speech by Robert Bruce to David I in 1138 begging him not to fight against the English, 'I am here, O king, thy vassal, to give thee now counsel honourable to thee....'<sup>5</sup> is certainly couched in terms which suggest that counsel was understood as one of the primary duties which a vassal owed to his lord; but this comes from an English source. Counsel differs somewhat from other services performed by the vassal; the idea that a man should give counsel and advice to his lord, often on proposed action in which his assistance would be required, involves a right as well as a duty. It is inconceivable, therefore, that lords did not seek counsel from their men, nor men feel that they had the right to give it; and one may regard attendance at the lord's court, in Scotland as elsewhere, as a reflection of the formalising of an older and more general obligation. But this is all that can really be said. Even homage and fealty, the central oaths of the whole feudalised contract, are very obscure. It has been pointed out that Scottish sources of the twelfth and thirteenth centuries give no hint that these oaths were anything more than part of a commercial transaction;<sup>6</sup> and while it may be doubted whether this reflects the reality of the situation, nevertheless what homage and fealty really implied, in terms of the particular services due to the lord, is not made clear in any Scottish source before the fourteenth century. In

5. Scottish Annals from English Chronicles, 500-1286, ed. A.O. Anderson, (London, 1908), 193, citing Ailred of Rievaulx.

6. Isabel A. Milne, 'Land Tenures in Scotland in the XII and XIII Centuries', (unpublished Ph.D thesis, Edinburgh, 1953), 49-54.

Regiam Maiestatem, for example, homage is described in the briefest form,<sup>7</sup> and fealty, already in western Europe expanded into a longer and more detailed oath, is not described at all; and it was not until the sixteenth century, when homage was already out-dated, that any detailed comment or description was made, in the works of Craig and Skene. This is all part of the wider problem that there is considerable room for doubt about how far the twelfth century feudalisation of Scotland really took root in society.<sup>8</sup> The fact that feudal ideas and practice came late to Scotland may suggest that they were sufficiently developed to provide a comprehensive feudalisation. But perhaps more probably, the fact that they were imposed on society by an incoming élite may argue for a veneer rather than for anything deep-rooted; and this means that it becomes entirely a matter of speculation what kind of personal bond was masked by the legal charters drawn up by the trained clerks of the Norman and later the Scottish landholders.

This is, of course, a vast and complex subject. It is not one which can be in any way adequately dealt with in this thesis, and no pretence is made here of competence to do so. The outline of the problem has been given at this stage only to make clear the difficulty of tracing back with any certainty in Scotland the obligations found in the bond of manrent. Yet these obligations can be traced back in more general terms. The forms of service in the Scottish bond of manrent, the English indenture,

7. Regiam Maiestatem et Quoniam Attachiaments, ed. Lord Cooper, (Stair Society, 11: 1947), book 11, chapter 62. This compilation was believed to have been made in the thirteenth century; but this has been challenged by A.A.M. Duncan, 'Regiam Maiestatem; a reconsideration', in Juridical Review, (1961), 199-217, who argues that it was not drawn up until after 1318.
8. Isabel A. Milne, 'Land Tenures in Scotland', 21, and G.G. Simpson, 'An Anglo-Scottish Baron of the Thirteenth Century: the Acts of Roger de Quincy, earl of Winchester and constable of Scotland', (unpublished Ph.D. thesis, Edinburgh, 1965), 99-101, both express doubt about whether 'the lord-vassal relationship was a deep-rooted social reality as it was a legal one'. (Milne).



the French alliance, have a common ancestry in ideas current in Europe centuries before they were ever written down. It would be surprising if these were absent from Scotland in the twelfth and thirteenth centuries. But because of the limited Scottish evidence, it is helpful to turn first to the development of these obligations in Europe as a whole, as admirably and convincingly discussed by Ganshof and Marc Bloch.

The need to define what was required of a man in the service of his lord became increasingly apparent in the early stages of the feudalisation of the contract.<sup>9</sup> In the pre-feudal period, when the lord was in continuous and direct contact with his supporters, his household knights, informality presented no problems. What he wanted was assistance and advice, whether in his military activities or in his more peaceful pursuits; and these he could readily have without any necessity for recourse to a formal contract. But this was possible only so long as contact between lord and man was immediate. When the lord's supporters ceased to be confined mainly to those who lived within his household, and more especially when the relationship became complicated by the demand for written evidence of title to land, it became essential that it should be more precisely defined. Texts of a fairly general nature can be cited from the seventh century onwards.<sup>10</sup> But the first really extensive attempt to analyse and provide a comprehensive account of what service to a lord involved was made in 1020, in a letter by Fulbert bishop of Chartres to William duke of Aquitaine, described by Ganshof as 'giving a remarkable definition of the obligations created by the contract of vassalage', but dismissed rather more summarily by

9. For the following passage, I have relied on Bloch, Feudal Society, especially chapter 16, and Ganshof, Feudalism, especially part 3, chapter 1.

10. These can be found in Ganshof, Feudalism, part 2: 'Carolingian Feudalism'.

Bloch as an interesting but 'rather barren scholastic exercise'.<sup>11</sup> The letter states the six attributes of the vassal: 'safe and sound', sure, honest, useful, easy, possible'; and having commented on these in the negative sense of doing no harm to the lord in his person, rights and possessions, nor in revealing his secrets nor hindering his actions and achievements, it goes on to point out that:

'it is not sufficient to abstain from doing wrong; it is necessary to do right. It is therefore necessary that in the six matters aforesaid, the vassal shall faithfully give to his lord his counsel and support, (consilium et auxilium) if he wishes to appear worthy of his benefice and carry out faithfully the fealty which he has sworn. The lord must also in all things do similarly to the vassal who has sworn fealty to him. If he fails to do this, he will be rightly accused of bad faith, just as the vassal who will have been discovered to have been lacking in his duties, whether by positive action or simply by consent, is guilty of perfidy and perjury'.

Scholastic exercise or not, this account is of major importance in tracing the development of the nature of the obligation between lord and man. It put into writing and summed up the long and well-understood tradition, informal and verbal, of what service and protection meant in practice. At the same time, the very fact of formulating these obligations in this way opened the way to the process of limitation which subsequently became far more apparent. The point is put very forcefully by Bloch when he says 'never was the bond felt to be stronger than in the period when its effects were stated in the vaguest and, consequently, the most comprehensive fashion. When we define something, do we not always impose limitations on it?'<sup>12</sup> But the letter itself does not impose limitations. The obligations of the vassal are conceived in general and therefore still comprehensive terms. It is very clear that what bishop Fulbert was writing about was a personal bond, based on trust.

11. Ganshof, Feudalism, 76; the letter is printed here. Bloch, Feudal Society, 1, 219.

12. *ibid*, 1, 219.

What he did not envisage was a bond in which commercial interests played a strong or dominant part, nor one in which the obligations were strictly defined and limited, and which was given its force by legal sanction.

While in theory at least the personal nature of the bond was never entirely forgotten, in practice it came to be increasingly played down as the services which a lord might expect of the man to whom he had granted a fief became a matter of legal definition. No doubt the extent to which this happened varied; tension between pressure from the vassals in whose interests it was that services should be limited, and demands from their lords whose interests were entirely the reverse, produced a situation in which the result depended largely on the relative bargaining power of the two sides. The point may be illustrated by the lack of definition in Scotland; charters spelt out the vassal's rights, but were vague on the question of duties and services, presumably because the vassal wanted definition only if it was in his favour, and this met with successful resistance from the lord.<sup>13</sup>

From the vassal's point of view, there were three main parts of his contract with his lord where definition or limitation was desirable, in large measure for reasons of material interest. In the first place, there was the general point that while it was in theory at least to the advantage of the lord that the obligation of service was made for life or heritably, it was in practice undoubtedly a matter of crucial importance to the vassal in terms of his fief; and the acknowledgement of heritability was the major factor in the weakening of the personal bond, as land which was originally the lord's basis for negotiation and control

13. I am indebted for this point to Professor A.A.M. Duncan.

of his supporters passed increasingly completely into the hands of those who nominally held it of him. Secondly, military service became subject to restrictions both in the length of time and in the areas where it could be required. And thirdly, auxilium, the word used by bishop Fulbert in a very comprehensive sense, became narrowed down until it referred not only mainly to money payments, but to the very limited number of occasions when the vassal was obliged to open his purse to his lord.<sup>14</sup> It is of interest to contrast these features of the vassal's service with the obligation to give counsel. This, as has been said, was regarded not simply as another duty but as a right; and while it came to be associated, like the other services, with a formal and precise undertaking, it did not, unlike them, come to be restricted almost or wholly exclusively to that undertaking.

On the other hand, the only part of the contract which was inspired by the requirements of the lord 'clearly testifies to the weakening of the tie', as Marc Bloch points out. Fulbert of Chartres had included, in the negative part of his analysis, the statement that the vassal must not injure his lord; in the context of his letter, this was a matter of stating the academic obvious. But it became of sufficiently practical importance to be added in to the oath of fealty; indeed, in Flanders from the twelfth century it was the subject of a separate oath of 'security'.<sup>15</sup>

Thus what had developed from the comprehensive, informal and personal bond of the pre-feudal age was a contract hedged about with conditions and restrictions, weakened by material interests in which

14. This is one aspect of the vassal's service which can be illustrated in Scotland. See Isabel A. Milne, 'Land Tenures in Scotland', 201-10, for examples of the restrictions on the aid.

15. Bloch, Feudal Society, I, 220.

the advantages ultimately lay with those who should have rendered service rather than those who should have received it; a contract increasingly less useful in war or peace; and a contract from which the ideal of loyalty and trust had become singularly absent. The language used had not changed; counsel, aid and service were still the familiar words. But the interpretation of at least the second and third of these and the emphasis put on them had certainly altered.

The next stage in the development of the bond between lord and man is uncomplicated in Scotland, unlike in England and Europe, by the problem of the replacement of feudal military service by paid service contracted in an indenture.<sup>16</sup> The Scottish crown in the late thirteenth and fourteenth centuries did not raise armies by contract, because it lacked the financial resources to do so.<sup>17</sup> With this negative reason no doubt as the background, however, Professor Barrow shows convincingly that there was not only a retention but a revival of military feudalism under Robert I, brought up to date by replacing cavalry by knights fighting on foot, and by the conversion of knight service to archer service; 'we must conclude that in (Robert I's) view the twelfth century model - with certain modifications - was best suited to the conditions of Scottish

16. A.E. Prince, 'The Indenture System under Edward III', in Historical Essays in honour of James Tait, (Manchester, 1933), 283-97, regards the indenture of retinue as the direct development from the military indenture. Bryce Lyon, From Fief to Indenture, 245-69, hedges his bets on this question. N.B. Lewis, 'The Organisation of Indentured Retinues in fourteenth century England', points to the close associations between the two forms of indenture, but makes the distinctions rather clearer. Far more convincing is W.H. Dunham, 'Lord Hastings' Indentured Retainers', 53-56, who discusses the 'basic differences' between the limited obligations, in subject and time, of the military indenture, and the general life-long obligations of the indenture of retinue. It is certainly hard to accept that a comprehensive personal bond is really derived from a limited military arrangement, except insofar as both are examples of indentures.

17. Ronald Nicholson, Edward III and the Scots, (Oxford, 1965), 5-6.

society even in the fourteenth century.<sup>18</sup> Yet valid though this was from the king's point of view, in the same period there were unmistakable signs of the beginnings of a loosening, in Scotland as well as elsewhere in Europe, of the restrictions of the feudal contract. Because of the problem of assessing how far Scottish society had been feudalised, it is impossible to assert positively that these signs are indeed signs of real change. But what is clear is the breaking away from the conventional feudal terms of service allied to grants of land. There was at the same time both a tendency to specify more precisely individual services performed in particular circumstances, and also a tendency increasingly to disassociate service from land grants, and to remove from it the idea that it was due only on established and limited occasions, and on the whole, where service in war was concerned, due only in certain areas. The evidence is still extremely patchy; but the early stages of the move towards a contract which was once again entirely personal can now be identified.

What becomes increasingly clear is the importance attached to the old comprehensive promises of auxilium and consilium. A hint of the former is found in the undated early fourteenth century charter by Emma, daughter of the late Robert Wyboys or Byboys, to Nicholas Hay of Erroll, granting him the lands of Monyacky 'pro suo subsidio et honesta sustentatione mihi exhibitis in mea necessitate'.<sup>19</sup> This may well simply have been a matter of Hay buying out Emma; or it may have been a loan. But in any event, Emma had received some sort of financial aid in a very different sense from the feudal aid. In 1300, the same Nicholas Hay had made an agreement with William, son of the late John Ald, burgess of Perth, to help him

18. G.W.S. Barrow, Robert Bruce, 402-6.

19. SR0, Erroll Charters, GD 175/26.

recover the debts owed to his father and himself; and 'pro auxilio suo et labore', Nicholas would receive one-third of the recovered debts.<sup>20</sup> Aid seems for Nicholas to have been a profitable business. Moreover, auxilium is not being used here in the context of the vassal's aid to his lord. One sign of the weakening of the precise meaning attached to the word can be seen in the fact that it came to be applied to the lord's obligation to give aid to his man. It was used in this way in a resignation of 1408 by Agnes Laish, with the consent of her husband and eldest son, to her superior lord Alexander Keith, in which she gave up all claim to the salmon fishing in the water of Banff 'pro suo bono consilio auxilio et favore mihi et meo marito'.<sup>21</sup> A remarkable example of what such aid might involve occurs in an indenture of 17 July 1370 between Alexander Moray of Ogilvy and Reginald Mackenzie, a certain husbandman, in which Reginald named Alexander as his heir. Whether this was sharp practice, or pressure had been brought to bear, Alexander bound himself, as Reginald's lord, to give him counsel and aid in all his affairs; and the particular circumstance detailed in the indenture was that Alexander, having taken Reginald's counsel, would pay - within reason - for his funeral.<sup>22</sup> But in considering the change in what the word auxilium entailed, the most interesting example comes from what was in effect a very early bond of maintenance, although it was much more limited in intent than later bonds were to be. On 25 November 1375, Robert earl of Fife made an undertaking to Bertold de Loen, in which 'fideliter promittimus et bona fide obligamus nos, cum toto nostro consilio et auxilio, ad adiuvandum dominum Bertoldum de Loen....'; and the way in which Fife would give counsel and aid was in helping Bertold to recover

20. GD 175/25.

21. SR0, Abercromby of Forglen Muniments, GD 185 box 2 bundle 2.

22. SR0, Abercromby Muniments, GD 24 box 1 bundle 1.

all lands to which he had a claim through his wife. And in general, 'in omnibus suis iustis possessionis adiuuabimus et manutenebimus....'.<sup>23</sup> The idea that a lord should help his man both to recover and to enjoy his due possessions was one of fundamental importance, and continued to be so in the period when bonds of maintenance were commonly made, although it was not, as here, singled out as the only consideration. But certainly auxilium as used in this bond is very far removed from the earlier idea of the aid, and very close to that of the later bonds. This is confirmed by a further obligation made by Robert earl of Fife on 1 May 1380 to Hucheen Barclay of Kippo, to aid him in the recovery of his lands; this is in Scots, and the equivalent phrase to consilio et auxilio of 1375 is 'helpare and counsellour'.<sup>24</sup>

This may be set alongside the use of the word 'aid' in an early vernacular example of a personal bond of service, made on 5 April 1406 by Arthur of Ardencaple to Duncan earl of Lennox, and containing the promise to be 'lale and trew til my said lord in worde cunsail and aid for al the tyme of my life'.<sup>25</sup> The kind of service this could involve for the man, in terms very similar to those of Fife's obligations, can be seen in an indenture of 1442 between George of Leslie and Walter Ogilvy of Beaufort, whereby George gave full consent that Walter should possess certain lands given to him by the earl of Crawford, to be held of George; and in return Walter promised to travel on one occasion, at his own cost,

23. W. Fraser, The Red Book of Monteith, (Edinburgh, 1880), ii, 260.

24. SR0, Yule Collection, GD 90/1/29.

25. Lennox Charters no. 43. The text of this bond is given in a notarial instrument of 23 September 1415. It is printed in Fraser, Lennox, ii, 60-62; but it is wrongly transcribed there as 'worde cunsail and deid'.



with George to lord Gordon to help him recover the lands of the Seven Davoches; and if these were not recovered by agreement with Gordon, Walter bound himself to take all part with George against Gordon in the matter.<sup>26</sup> And a brief reference is made to a rather different kind of aid in an inventory of 1661 listing documents relating to Thirlestane, which includes a 'Band be William Crichtoun of that ilk to keep Sir Robert Maitland knight Lord of Lethingtoun harmeles of his obligation to Alexander Ramsay Lord of Dalhousie 1 Martii 1422' (1423).<sup>27</sup>

The point of citing these examples is not to discuss the circumstances surrounding the making of these agreements, but to illustrate the way in which auxilium was used in the fourteenth and early fifteenth centuries. In the Fife document of 1375 and the early bond of 1406 there is little room for doubt about the very general nature of the obligation. Indeed, it might more accurately reflect what auxilium had come to mean if the translation 'aid', with its technical overtones, was dropped. 'Aid' was not in fact a word commonly used in the vernacular agreements of the early fifteenth century; what did appear as one of the translations of auxilium was 'suppouele', with its personal noun 'suppouellour', and these meant help or helper in a general sense. Thus, for example, in the bond of 1406 Arthur of Ardencaple went on to repeat his obligation, this time promising to serve 'witht al my might and pover in cunsale red suppouele and help'; and in the indenture made in 1409 between Robert duke of Albany and Archibald earl of Douglas, Douglas bound himself to be 'with al his wit and mycht lele helper and suppouellour for al the dayis of his life', and Albany bound himself 'in like manere'.<sup>28</sup> In turn 'suppouele'

26. HMC, Fourth Report, Appendix, p.495.

27. APS, vii, 160.

28. SRO, Register House Charters, no. 223; printed in ER, iv, ccix, and W. Fraser, The Douglas Book, (Edinburgh, 1885), iii, 369-71.

dropped out; it was not used in bonds of manrent or maintenance, though it is tempting to regard it as the forerunner of 'supple', a word commonly found in bonds of maintenance. What all this demonstrates is that the idea of aid in the restricted feudal sense, certainly as used in England and Europe, and nominally at least in Scotland, had given way in the fourteenth century to the wider concept of assistance by both lord and man. This clearly foreshadows the mutual obligation of lord and man in the later bonds. The idea of the man's aid was to emerge in the promise of assistance, and that of the lord in the corresponding promise of supply and help. Indeed, the word 'supple' represents the final transformation of auxilium. 'Supple' certainly suggests material assistance; but it was now promised not by the vassal to the lord, but by the lord to the man.

Closely linked to aid, as the examples already cited show, was counsel. If a man was expected to give practical assistance to the person to whom he was bound, he was equally expected to give advice; and however difficult it is to pinpoint exactly the weight given to this obligation in the twelfth and thirteenth centuries, there is no such problem for the fourteenth and fifteenth centuries. In addition to the references already given, there are two fourteenth century agreements made by the abbot and convent of Scone which illustrate this. Both are of considerable significance in that they are personal agreements, and less restricted in their terms than the bonds of the earl of Fife in 1375 and 1380. In the first, made on 12 April 1332 by the abbot and convent and John of Rait, it was agreed that John would be given a pension of five merke for life, 'pro fidele servicio suo labore et consilio' given and to be given against all save Gilbert Hay; and in return John, whenever required, would give support 'in omnibus causis querelis motis seu movendis tam spiritualibus quam temporalibus'.<sup>29</sup> This is still

29. Liber Ecclesie de Scone, (Bannatyne Club, 1843), 121-2.

very much on the lines of the documents already referred to, insofar as counsel is only a part of the service. But the second agreement was almost entirely concerned with counsel. This was an indenture made between Abbot William and the convent of Scone and Alan Erskine of Inchmartin on 20 March 1362, by which it was agreed that Alan should serve the abbot and convent for five years, attending their councils when they summon him, and giving them faithful advice for the protection of their lands, rents, possessions, liberties and privileges, and for the success of their suits and controversies and those of their men; and in return Alan should have general powers to deal with losses and injuries, in the sight of the bailie, and with a council specially assigned to him, and should be paid 100/- sterling each year.<sup>30</sup> Neither of these contracts can be regarded as, strictly speaking, illustrative of the development of maintenance and *menrent*; agreements made with an abbey are not the same thing. But they are of interest, nevertheless, as examples of written personal agreements, and, specifically in the second case, as showing the importance attached to the giving of counsel when the abbey sought the help of a layman of local standing.

An equally clear illustration of the importance of counsel in an agreement between laymen is seen in an indenture of 17 November 1435 between Robert Erskine, lord of that ilk and his son and heir Thomas and Alexander Forbes, lord of that ilk. This followed on the seizure by James I of the earldom of Mar in August 1435 after the death of the last earl Alexander Stewart, and was mainly concerned with the advancing of Erskine's claim. Thus Forbes 'shall doe all his busines and diligent care to helpe and to further baith with his avis and counsell the foresaid lord Schir Robert of Erskyne and his sonne and aire foresaid till all their rightis of the earldome of Marr and of Garioche with the pertinentis and bring them thairto in als farre as his gudlie power may and nothir

30. Liber Ecclesie de Scon, (Bannatyne Club, 1843), 136-7.

apar for cost na travell'; for which, when successful, Erskine would give him the lands of Auchindoir or others within the sheriffdom of Aberdeen, and confirm all Forbes' lands within Aberdeenshire, for which Forbes will 'becomme man to the said Schir Robert for al the dayes of his lyfe.'<sup>31</sup>

Accompanying this indenture is another agreement between Erskine and Forbes. This is undated, but the reference made in it to the indenture suggests that it was drawn up at the same time. Its interest lies in the fact that it contains detailed information about another aspect of this subject, the lord's council. This is a subject about which very little is known; but there are sufficient references to make it clear that the magnates certainly and probably at least some other landowners of substance as well had councils which were permanent, and which were drawn presumably from the men of the household.<sup>32</sup> In this agreement, the council is seen to be dealing with a matter which was regularly the business of the magnate council; for Forbes 'has submittyt hym and his sonnys forsayde and his mane to my lorde of Marr forsayde and to his counsele appon al unkindnes wrangkis and iniurie don be hym or his sonnys to my sayde lord of Marr', and similarly Erskine and his son promised to reform, at the advice of the council, all injury to Forbes. What gives this document particular interest is that, unusually, it gives the names of the council: 'Ande thir ar the personys sale be counsellouris to my lorde of Marr in al thir matteris' - John Cockburn, Thomas Wemyss, William Sempill, James Skene, William Murray, Alan Erskine, John Drummond, Patrick Galbraith, and one other whose surname has been torn

31. SRQ, Lord Forbes Collection, GD 52/1078.

32. For example, the councils of the duke of Albany and earl of Douglas are referred to in their indenture of 1409. Other references include the council of Thomas earl of Moray in an indenture of 1408: copy in Cumming Muniments at Altyre; and those of Alexander lord Gordon and Archibald earl of Moray in RMS, ii, nos. 370 and 301.

away. In addition, Erskine promised that when his indenture with Forbes had been fulfilled, he would include on his council John Forbes, John Ross, John of Mar and Thom Davyson; and finally, below the text there is added 'Item Jhon of Hadyntoun is cummyne ande us of cunsale thynkis that we wil hafe hyme witht us of cunsale'.<sup>33</sup>

These names have been given to show the kind of people who constituted the lord's council. Presumably, in fact, these people were the caucus of the council, the small group always at hand. To them were added landed men who were under obligation to give counsel, either as the lord's friends or as his men. Thus, for example, in 1397 Janet Gifford, lady of Yester, faced with a dispute over lands with William Cockburn, lord of Scraling, pointed out that, as a woman, she was bound by the counsel of her friends; and Alexander Seton, lord Gordon, granting a charter to Hugh of Calder in 1440, did so with the advice of his council and the consent of his kin and close friends.<sup>34</sup> Indeed, increasingly in the case of the settling of disputes, the subject of the Erskine-Forbes agreement, prominence was given to the kin and friends of the lord as those who should act in the matter.<sup>35</sup> The promise of counsel in bonds of manrent was not specifically to serve on the lord's council, but generally to give counsel when required. It seems most likely, however, that the two aspects came together, and that while no doubt on occasion counsel could be a very informal business, more often it meant supplementing the small council of household men on matters of particular importance.

Before leaving the question of counsel, one final document may be cited, to underline how far counsel was regarded as a right as well as an

33. SRD, Lord Forbes Collection, GD 52/1079.

34. Calendar of Writs preserved at Yester House, 1166-1503, edd. C.C.H. Harvey and J. Macleod, (SRS, 1930), 38-9; RMS, 11, no. 370.

35. Discussed below, pp. 211-9.

obligation. In 1586 there was dissension among the Campbells. The new earl of Argyll was a minor, apparently firmly under the control of his mother, the redoubtable Agnes Keith, formerly wife of Regent Moray; and some of his kin clearly felt very much left out in the cold. On 21 November 1586, therefore, the Campbells of Cawdor and Lochneil made a contract complaining that Argyll was now kept captive, with various sweeping consequences to the effect that there was now great oppression within the country. But the real point of their grievance was that 'my lordie speciall freindis can nocht haif excesse to his Lordehip to do their luesum affairis, nor yitt to giff their oppinioun as thai war wont to giff to his lordships predicesoris of befoir'; and therefore they agreed to act together in freeing Argyll, 'sua that his haill kyne and frendis may haif excesse to giff their opinioun and counsell in his lordships adois according to the accustomit maner of their predicesoris to his lordship, to the effect that this cuntrie may be purgeit fra sick filthye oppressionis....latlie cruppin in'.<sup>36</sup> A splendid piece of special pleading. But what is undoubtedly genuine is the emphasis given to the importance of being able to give counsel to one's lord - even if 'filthye oppressionis' were not necessarily cleaned up thereby.

Thus, to refer back to the letter written by Fulbert of Chartres, auxilium and consilium, the words he used to sum up in a very wide-ranging way the obligations of a man to his lord, had become, by the mid-fifteenth century when bonds of manrent began to be made, promises which were once again unrestricted and comprehensive. Of the other two major obligations of the bond of manrent, the promise to ride and gang with the lord, and the promise to warn him of and avert harm, less need be said. The ride and

36. The Book of the Thanes of Cawdor, (Spalding Club, 1859), 188-9.

gang clause was, in effect, a more detailed way of making the blanket promise common in the bonds to serve in peace and war. Unlike feudal military service, it was not subject to limitations of time or place; the only detail sometimes added in was the question of whether the expenses should be borne by lord or man.<sup>37</sup> But except insofar as accompanying one's lord was, almost axiomatically, a service which had always been given, it is less easy to trace back the form of this obligation. Its immediate ancestor was retinue service. Apart from the obligations of retinencia made in the reigns of Robert II and III, which are a separate problem, early fifteenth century bonds used this term. Thus Arthur of Ardencaple promised to be 'of speciale duelling and retenewe' in 1406; Gilbert Kennedy of Dunure similarly bound himself to Robert duke of Albany in 1408; a charter of 1428 by Archibald earl of Douglas to Thomas Kirkpatrick of Closeburn refers to 'suis litteras homagii et retinencie'; and Robert lord Keith gave letters of retinue to Alexander lord Gordon in 1442.<sup>38</sup> The problem was, however, that the men who made these agreements, and the men who gave bonds of manrent, were no more the permanent members of his retinue or household than they were of his council. The word retinue virtually disappeared from bonds of manrent, and its place was taken by the promise to ride and gang when required. This more accurately reflected what in fact happened, that those who made bonds could be summoned to supplement the normal retinue; and the change of phrase may well have been made to satisfy the sensibilities of the grantors of bonds of manrent in what was a highly

37. Above, pp. 96-7.

38. SR0, Ailes Muniments, GD 25/1/31 (Kennedy to Albany); SR0, Crown Office Writs, AD 1/41 (Douglas to Kirkpatrick); RMS, II, no. 278 (Keith to Gordon).

status-conscious age.<sup>39</sup>

The promise to warn against and prevent harm had begun in a different and negative way, in the undertaking that the vassal himself would not harm his lord. This was referred to by bishop Fulbert in 1020 almost in the sense of something which would not happen; it very quickly became a meaningful part of the vassal's oath to his lord, as something which should not happen. There are, however, signs of a wider and more positive version of the obligation in the late thirteenth century. The form of homage made by the Scots to Edward I in 1296 contained two main promises. The first bound the vassal to serve against all men. In the second, he promised '*qu nous leur damage ne saverons qu nous nel destourberons a tot nostre pover et le lor faceons a savoir*'.<sup>40</sup> This may have been a form of the oath imposed by Edward I on the Scots, and not therefore satisfactory evidence of the obligation in Scotland; and it might be suggested that this was something which, in the circumstances, Edward had particular reason to demand, although if so the older version would presumably have sufficed. But there is no doubt about the inclusion of this promise in the Scottish concept of what a man owed his lord in the fourteenth century description of the oath of fealty found in the Moray Register. There are two versions of this. The first is very brief; but the second, after stating the initial general promise of service for life against all save the king, goes into considerable detail on two further obligations. One is the promise to conceal anything told to the vassal by his lord, and to give counsel when required. The other sets out

39. In chapter 5 the subject of status-consciousness is discussed at length; for retinue service, see pp. 178-80 and 185-8.

40. Bamff Charters and Papers, 1232-1703, ed. J.H. Ramsay, (Oxford, 1915), 12; this quotation is taken from the homage of Adam Ramsay given at Berwick on 28 August 1296.



at length both the negative and the positive aspects of the obligation to keep the lord unharmed. Not only will the vassal do nothing 'in consilio vel in prelio vel in facto vel auxilio' injurious to the lord, but he will do all he can to prevent harm, will warn his lord of it, and will give him help in recovering anything of which he has been unjustly deprived.<sup>41</sup> The promise to Edward I is, in effect, translated, and the second part of the detailed commentary of the Moray obligation summed up, in one of the earliest examples of a bond of manrent; in a bond of 1456, the clause reads 'nouthir to her thar scath na se it bot warne thaim thar of and let it at my power'.<sup>42</sup> This represents a real change. The promise as it appears in the bond of manrent shows that an overt sign of distrust, produced by and associated with the feudalised form of the contract between lord and man, had disappeared. Its positive quality and its importance as one of the major services by the man to his lord can be seen not only from its place in the bond of manrent, but in the account of homage by Skene, written more than a century after bonds of manrent had become well-known documents, and therefore suggestive of what was thought worthy of emphasis in the late sixteenth century; in Skene's version of the oaths of homage and fealty, only the promise to give and conceal counsel and the positive form of the warning clause are cited as the detailed promises within the general obligation.<sup>43</sup>

From the evidence already considered, it is apparent that the four main clauses of the bond of manrent have their origins in the pre-feudal personal bond between lords and their followers, and can be traced

41. Moray Registrum, 377-8.

42. Cunningham of Snod 1.

43. Skene, 'De Verborum Significatione', s.v. 'Homagium'.

back directly, certainly in three cases, at least to the early fourteenth century when the obligations of aid, counsel and service were thought of once again in a general, not a restricted sense. It is also apparent that long before the word 'marrent' changed its meaning in the mid-fifteenth century and became associated with the bond to which it gave a name, personal obligations were being written down. This leads to the question of how the written bond of marrent came into existence; once again no precise answer is possible, but the general development towards the point where tangible considerations of money and land became quite clearly of secondary importance, and in terms of the immediate contract almost extraneous, leaving the emphasis wholly on the personal bond, can be clearly seen.

The very fact that in the fourteenth century increased attention began to be paid to personal obligations is in itself an important stage in the development. Thus, for example, they came to be mentioned in marriage contracts. Robert earl of Fife's promise of counsel and help to Bertold de Loen in the recovery of his lands, made in 1375, is a reiteration of his obligation undertaken as part of the contract made between him and Bertold concerning the marriage of Bertold's son David to Fife's daughter Janet; this contract is dated 20 July 1372, and Fife's bond three years later may therefore have been made under pressure from Bertold that he should do something about fulfilling his obligation.<sup>44</sup> More generally, George of Leslie, lord of Rothes, and Heliseus of Kinnymouth, lord of that ilk, ended their marriage indenture, drawn up for the marriage of Heliseus to George's niece Elizabeth in 1392, with the mutual promise that they would help each other in all their just causes.<sup>45</sup> A rather later marriage indenture was more explicit about the personal obligation.

44. Fraser, Menteith, 258-9.

45. HMC. Ninth Report, Appendix 188.

This was made on 14 July 1445 by Malcolm Drummon of Cargill and David Murray of Tullibardine. Malcolm was to marry David's daughter Marion; and in return David would pay Malcolm 800 merke, compensate him for the repairs made to his house, and, with his brother and son, remain in counsel and supply with Malcolm and his friends of his surname during their lives.<sup>46</sup> Already, however, in one contract the marriage had become of secondary importance. In an indenture of 28 May 1408 between Thomas earl of Moray and Alexander Cumming, Moray agreed to give his good will to the marriage of Alexander to his sister Euphemia, and, more substantially, to give twenty merkeworth of land to their heirs, and to reward Alexander 'as his consale ordenye unsuspect'; but Alexander was to get the reward not for the marriage, but for his service, which was the main point of the indenture. Alexander bound himself to serve Moray as 'lele man and trow', excepting his service for the next five years to the earl of Mar to whom he was bound for that time, and thereafter to enter entirely into Moray's service.<sup>47</sup>

The number of contracts of the fourteenth and early fifteenth century which survive is small, and it is therefore difficult to draw firm conclusions from them. But the Moray-Cumming indenture is fairly typical, in that it put a greater degree of emphasis on service than had previously been the case, but at the same time was not made only for that purpose. Of such agreements already mentioned,<sup>48</sup> that of Arthur of Ardencaple to Duncan earl of Lennox in 1406 was given in return for confirmation of lands and a yearly fee of four merke during his father's lifetime and three

46. Atholl Charters, vol. 1, no. 24.

47. Cumming Muniments at Altyre (uncatalogued).

48. Above, p. 131.

marks per annum thereafter; Thomas Kirkpatrick of Closeburn gave letters of homage and retinue to Archibald earl of Douglas in return for Douglas' charter granting him the right of patronage of the parish church of Penereax in Annandale; and, rather differently but still with a dual purpose, Gilbert Kennedy of Dunure promised service to Robert Duke of Albany because Albany had given him an assurance that he would put no impediment in the way of Gilbert's deed of settlement of his lands of Dunure and other lands on his heirs. In a very early obligation, made at the beginning of the fourteenth century, and of considerable interest in that it was expressed in terms which markedly foreshadow the later bonds, William of Fedreth bound himself and his heirs to abbot Michael and the convent of Deer and their successors, promising that 'in servicio consilio et auxilio et manutenencia toties quociens requisiti fuerimus in omnibus suis causis et materiis peragendis eorum gratitudinis gracie actionibus et aliis benemeritis michi multipliciter impensis'; but the service was also given in return for a grant of lands, for which he would pay two marks sterling per annum and renounce his claim to other land.<sup>49</sup> Likewise, a century later, Alexander earl of Mar and David Fleming, lord of Bigger, made an indenture on 24 August 1405, in which much stress was laid on Mar's 'suppouale gude wil and kindenes schawin and putt in deid to the saide Scir David', but what this mainly referred to was Mar's promise to give up all evidences of claim to the lordship of Cavers and the office of sheriff of Roxburgh, granted to David by the king; and in return David granted to Mar all the lands of the barony of Monycabo.<sup>50</sup> And the indenture of 16 November 1420 between the same earl of Mar and

49. Collections for a History of the Shires of Aberdeen and Banff, (Spalding Club, 1843), 189-90.

50. NLS, Wigtown Charters, vol. 1/20.

Murdoch duke of Albany bound Mar and his son to be men of special dwelling and retinue to Albany, and Albany to maintain, help and supply them as his father had done; but this was only part of an agreement, most of which was concerned with Mar's acquisition of the profits of the justice ayres of Aberdeen, Banff and Inverness, and the profits of the lands of Badenoch, and also with Albany's promise to withhold his consent from the marriage of Mar's son to Sir Robert Erskine's daughter unless Mar himself agreed.<sup>51</sup>

Two other documents may be cited as coming within this category, both much more directly promises of service, but still made for tangible rewards. The first is quite exceptional, being written in French; it contains a form of obligation which is a cross between a military indenture and a general promise of service for life, an extremely unusual form in Scotland and one which has no real parallel in England or Europe.<sup>52</sup> This is an indenture of 10 November 1372 between William earl of Douglas and James Douglas, lord of Dalkeith, by which James promised to serve the earl for life, in peace and in war, against all men save the king, with eight men-at-arms and sixteen archers; for which the earl promised to pay

51. BM, Harleian MS. 4694, ff.22r-24v.

52. Examples of English indentures of war and retainer are given in S.B. Chrimes and A.L. Brown, Select Documents of English Constitutional History, 1307-1485, (London, 1961), 381-5; John of Gaunt's Register, ed. E.C. Lodge and R. Somerville, (Camden Soc., 3rd ser., lvi, 1937); and W.H. Dunham, 'Lord Hastings' Indentured Retainers, 1461-1483', 123-140. For French examples, see P.S. Lewis, 'Decayed and Non-feudalism in later mediaeval France', 178-84. The Scottish indenture is very short, much briefer than any of the examples cited in these works.

600 marks over three years.<sup>53</sup> Service for life in peace and war, with a definite if limited number of soldiers, for a lump sum, hardly fits into any category. The second document is, however, on the same lines; but whereas the Douglas indenture gives equal space to James' obligation and the details of his payment for it, this bond gives most of the attention to the general promise of service, with the payment and the following which the man promised to bring being put into second place. The bond was made by Alexander of Ogstoun, son and heir of John of Ogstoun of that ilk, to Alexander of Forbes of that ilk on 10 May 1430. Alexander stated that he was 'becummyn lele man and trew' to Forbes, to serve him for life against all save the king, 'ffor a certane ssume of money off the quhilk the said schir Alexander has content me as in his lettres tharoff to me made is fullyly content', and further promised to serve Forbes with 'iii hors quyll my ffader leffis and efter hym witht sax'.<sup>54</sup> This bond has an obviously close connection with those bonds which, within twenty years, can accurately be described as bonds of manrent; but the payment and the precise definition of the following the man would bring are not features typical of the later bonds.<sup>55</sup>

53. Registrum Honoris de Morton, (Bannatyne Club, 1853), ii, 101.

54. SR0, Lord Forbes Collection, GD 52/1077.

55. There are three later bonds in which such definition is made: on 17 November 1553, Duncan Campbell of Glenlyon promised to serve Donald abbot of Cupar, and undertook to ride and gang daily when required with a 'hors and twa bois' at Donald's expense; for this he would get the remarkably high return of £40 per annum. Abbots of Coupar Angus 1. In his promise of manrent to Alexander Irvine of Drum of 18 March 1511, Patry Gordon of Johnseleys was obliged to serve the king in his wars, and in hosting with Drum within Scotland and England, with 'fyve rydand men tua speiris': Irvine of Drum 3. And in an indenture of 14 November 1570, between Andrew master of Erroll and Andrew Tulydaf, son and heir of Tulydaf of Reneston, Tulydaf was bound to serve with 'ane uthir sufficient rydand man' and to be 'sufficiently bodin tharto in armour wapinnis and honest abulyementis according to his estait'. The master promised to pay the expenses of Tulydaf's service; to provide him with armour and weapons; to replace his horse if it should die or be killed; and to give him sixteen bolls of meal each year: Erroll 36. Reasonable and sensible though these obligations seem, nevertheless they were not normally detailed in bonds of manrent and maintenance.

Another strand in the development of the personal bond is the obligation to give help or service in a particular undertaking. The bonds made by Robert earl of Fife to Bertold de Loen in 1375 and to Huchon Barclay in 1380 promising his help in the recovery of lands are examples of this, as is the indenture of 1442 between George of Leslie and Walter Ogilvy, again concerned with recovery of land, this time in terms of the man's service to the lord. Two further promises of help, in rather different specified circumstances, are found first in a bond of 1407 by John Maitland of Netherdale to David Hay and his wife Elizabeth, in which John promised to loose and make free from Alexander Cumming all the lands of Drumnakeith, and to guarantee their lands of Pettnabringen;<sup>56</sup> and secondly in a bond of 24 October 1439 made by Alexander earl of Ross, lord of the Isles, in which the earl bound himself to maintain his brother-in-law Alexander Sutherland and his wife Marion in the defence of the castle and lands of Dunbeath, and to compensate them with lands of similar value if he should lose them by law.<sup>57</sup>

Finally there is a small group of bonds which are apparently entirely concerned with maintenance and service. Two very early and famous bonds of this type are the Turnberry band, made on 20 September 1286 by Robert Bruce, lord of Annandale, the earls of Dunbar and Menteith, James the Steward and their sons, and the bond made on 11 June 1304 between Robert Bruce and William Lamberton, bishop of St. Andrews.<sup>58</sup> Both of these, however, were products of particular political circumstances, and

56. HPC, Third Report, Appendix 404. This bond is described as a 'bond of man-rent'. The original, which comes from the Cullen papers, has not been found; but the abstract given in no way suggests that this was a bond of manrent; and certainly the word would not have appeared in this curious form.

57. Cawdor Bk, 16.

58. The Turnberry Band is printed in Fraser, Menteith, ii, 219-20; the Bruce-Lamberton band in Documents and Records illustrating the History of Scotland, ed. F. Palgrave, (London, 1837), 323-4.

are therefore early examples not of contracts which are part of the development towards bonds of manrent and maintenance but of the political bonds of mutual support made particularly in the sixteenth century.<sup>59</sup> Nevertheless they are mentioned here because it is of interest that as early as the end of the thirteenth century the idea had occurred to those making an agreement to act together that it was worth writing it down; and to this extent these bonds are very much part of the movement towards the written contracts of the later middle ages. From the same period there is a tantalising abstract made in 1628 by Sir James Balfour of Denmilne of a charter dated 7 August 1309. The abstract reads: '*Carta donationis Johannis de Strauchyne, facta Domino Alexandro de Settone de eodem milite, de vitale servitio suo contra omnes mortales dominum Regem et heredes excepte*'.<sup>60</sup> and if this is indeed all that the charter contained, then it is a remarkable example of a personal obligation of a very early date. But it is a little too good, perhaps, to be true, and one cannot be sure.

There is no doubt, however, about the nature of two agreements made half a century later. On 19 December 1355 John of Lorne bound himself, swearing on the gospels, to help, defend and faithfully counsel - '*ad adiuvandum defendum et fideliter consulendum*' - his kinsman Gilbert son of John of Glassary, against all save the king, excepting only his agreement already made with Archibald Campbell of Lochawe. Three years later, on 31 March 1358, Gilbert of Glassary was given a further promise of assistance '*in consilio auxilio et fidelitate*' against all save the king, Robert the Steward and Archibald Campbell of Lochawe, by Colin, Archibald's son, and Duncan, son of John Lamont; and, more specifically, the grantors promised not to give counsel, aid or defence to John Campbell of Ardskeodhieh, unless forced to do so by the king, the Steward or

59. Discussed below, pp. 333-50.

60. BM, Harleian MS. 4693, f.22v.



Archibald.<sup>61</sup> This clause suggests that dispute with Campbell of Ardskeodnish gave Gilbert a particular reason for seeking support. But more generally, these two bonds are the earliest examples of agreements made by men whose lands adjoined one another's,<sup>62</sup> purely for defence, counsel and support in an entirely local context.

Another reference which strongly suggests a personal bond comes from Bower, who describes the murder of Patrick earl of Strathearn by John Drummond of Concraig at Crieff in 1413, 'non obstante quod ante hoc erant per literas et iuramenta assecurati, et de perpetua amicitia confederati, data in matrimonium dicto militi sorore dicti comitis; ac de fractione sacramenti corporis Christi, ad firmiorem foederis indissolubilitatem ad invicem communicati'. And so he goes on to moralise, with considerable vigour, about the breaking of faith.<sup>63</sup> It is possible that this agreement was a marriage contract ending with a promise of mutual support. But the description here suggests that it was indeed a written bond of friendship, made at the time of the marriage, not before it, and accompanied, as later bonds were to be, by an oath; indeed, in this case a particularly solemn oath. A different and unusual contract, but again one made purely for service and defence, is an indenture of 7 July 1445 between the king's council and Walter Ogilvy of Beaufort. Walter bound himself on oath to defend the king in all his actions and quarrels, and likewise to defend the council in the king's name, and promised not to consent to nor counsel their harm, but to warn them of any threat; and the councillors bound themselves similarly to Walter.<sup>64</sup> In the minority of James II, this may have seemed an expedient

61. Highland Papers, ed. J.R.N. Macphail, (SHS, 1916), II, 142-4.

62. C.M. MacDonald, The History of Argyll, (Glasgow, n.d.), 160-2 and 164.

63. Joannis de Fordun Scotichronicon cum Supplementis ac Continuatione Walteri Boweri, ed. W. Goodall, (Edinburgh, 1759), II, 447-8.

64. SRD, Register House Charters, no. 311.

measure, and it may be that there were other contracts of this kind which have not survived; it would not be unlikely. But there is one significant difference between this method of attracting support and the method employed by the weak government of the first two Stewart kings: Walter's service was not paid. Finally, there is yet another bond by Robert earl of Fife, who promised faithful friendship to Sir Robert Erskine of that ilk on 7 February 1373;<sup>65</sup> and the longest and most detailed contract of mutual support and defence was that already mentioned, the indenture by the same man as duke of Albany with the earl of Douglas in 1409.

One kind of service has not been included in this survey. The Exchequer Rolls record thirty-nine payments, one made in 1380 and the rest between 1389 and 1406. These were given for service, most frequently described as 'pro retinencia' or 'pro speciale retinencia', but also as 'pro homagio et servicio' or simply 'pro servicio'. The lowest payment was one of £5; there were eight payments of forty merks; other rates included fifty merks, £10, £20 and £40, and in one case £100; and by far the highest payment, 200 merks, went to Robert duke of Albany, while his son Murdoch got 100 merks. Occasionally it was said that these payments would be made until land of equivalent value was granted, but there is no evidence that this happened, and the drain on the exchequer simply continued. Service was to be given to the king and to David earl of Carrick, later duke of Rothesay; and apart from Albany and his son, those who promised it included the earls of March, Moray and Caithness, and a string of lesser landowners, Lindsay of Glensiek, Stewart of Jedburgh, Montgomery of Eaglesham, Malcolm of Drummond and others, and, in a different category,

65. SR0, Mar and Kellie Muniments, GD 124/7/1.

Master Walter Forrester 'clerico et consiliario regis'.<sup>66</sup> It is of course the case that any man making a bond was motivated by self-interest or at least the desire for self-preservation. But there is, nevertheless, a fundamental distinction between these and other bonds of the fourteenth and early fifteenth century, even, arguably, those others made by Albany, who was responsible for many of the bonds which have survived. These agreements had nothing to do with homage, service or retinue, however similar the language may sound. They were simply a financial racket, forced on a weak monarch by, among others, his brother and nephew,<sup>67</sup> and they are comparable not to other bonds of service, but to the buying of support by Albany and his son during their period as regents by allowing the plundering of the customs revenue. They are quite exceptional, and found only in this period.<sup>68</sup>

66. ER, iii. The references are far too numerous to list individually; they may easily be found from the index under 'retinue'.

67. That Albany and Murdoch were the greatest beneficiaries, and perhaps the moving spirits behind the financial racket becomes very clear after 1406. Payments for retinue virtually disappear, except for a sizeable number to Albany and two to Murdoch; as late as 1420 Albany was paid £276 13/4d. for homage, service and special retinue to the late duke of Rothesay, dead since 1402: ER, iv, 336.

68. On two occasions James II was directly involved in the making of bonds of manrent and maintenance, and James III once in exceptional circumstances. Apart from these, Scottish kings did not enter into the practice of bonding or of retaining. The retaining fees paid by Robert II and III may be compared with what was happening in England at the same time. The situation was of course quite different; but the one common factor was that the English crown was also under pressure, indeed threat. One historian writing recently about the usurpation of 1399 points out that fees were given by Henry IV mainly for military support, and goes on: 'I do not think that any other fifteenth-century king retained men with fees on this scale. Richard II had done so in the last years of his reign, and I presume that Henry copied him for reasons of security, particularly in the first months of his reign.... Retaining falls off after this date....' A.L. Brown, 'The reign of Henry IV: the establishment of the Lancastrian regime', in Fifteenth-century England, 1399-1509, ed. S.B. Chrimes, C.D. Ross and R.A. Griffiths, (Manchester, 1972), 19.

Retinue service had, as has been shown, come to be written into bonds of this period; and no doubt there were many more than have survived. The use of 'retinencia', therefore, to give an appearance of respectability to the exchequer payments merely sets the seal on the process whereby retinue had become the fashionable term, as *manrent* was to be later. Already in 1366 David II had legislated against retinues which were too large;<sup>69</sup> and the practice of retaining, now enhanced by the heavy involvement of Albany, was the subject of two further attempts at restraint. In January 1399, when a palace revolution took place and Albany was replaced as lieutenant by David duke of Rothesay, it was enacted in the general council at Perth which ratified the new situation that all the king's subjects should support the king's lieutenant in his office, '*nocht agaynstandande ony condicionis of retenewis*'.<sup>70</sup> This was part of a political power struggle. But on a more general theme, the first parliament held by James I after his return to Scotland, in May 1424, passed an act which was in fact remarkably conservative, and hardly consistent with the idea of a monarch determined to break the power of the magnates. This act reiterated David II's attempt to limit retinues

69. *APS*, i, 499.

70. *ibid*, i, 573. Again the language is of interest. The clause reads: '*Item it is ordanyt that all the Legys that be subiectis of our lorde the kyng sal ansuer obeice counsail mayntene and suppouel the said lieutenant in his office and travayl with hym as thai sulde do with the kyngis awyn person nocht agaynstandande ony condicionis of retenewis*'. This phrase - or something very similar - was becoming very familiar. Here it is used to describe what the government wanted. By contrast, the same sort of language was used to describe what the government did not want, in legislation of January 1450 against those who rebelled against the king: '*gif it happynis ony man til assist in rede consort or consail or mayntenance to thaim.... he sal be punyst in sik lik maner as the principall trespassouris*'; *ibid*, ii, 35. Phrases like this emphasise the point that bonds of *manrent* and maintenance, not surprisingly, merely incorporated for their particular purpose terms which were very well known and in frequent use.

according to the status of the lord, which was at all times a common feature of such legislation; and it added the further restriction that the lord should ride with no more than the number of men whom he could fully pay, which almost suggests approval of the practice of retaining and objection only to the abuse. In 1427 the restriction on the grounds of status was repeated, this time with reference to retinues brought to courts and gatherings.<sup>71</sup> But in 1425, very briefly but much more comprehensively, it was altogether forbidden 'that ony ligis or bandis be maid amangis his liegis in the Realme. Ande gif ony has bene maid in tym bigane at thai be nocht kepit na haldyn in tym to cum'.<sup>72</sup> The problem here is to know what was meant by 'ligis or bandis'. The number of bonds which survive suggests that there was plenty of material in 1425 on which to base a general condemnation, if such was the intention. But this interpretation does not really fit with the legislation restricting but not condemning retinue service, which was the subject of many bonds made before 1425. It is perhaps more likely that this act should be seen in the context of James's reaction, partly justified, partly vindictive, against the Albanies. The kind of bond to which his objection is readily understandable is that made between Murdoch duke of Albany and the earl of Mar in 1420, diverting the profits of justice; for this ran directly counter to two well-known aspects of James' rule, his genuine desire to strengthen royal justice, and his acquisitiveness.

What this amounts to is that in the fourteenth and early fifteenth centuries there was in Scotland, as in England and France, a move away from the restricted forms of feudal service and a greater emphasis on less narrowly defined personal services; there were at least a few fee'd

71. APS, 11, 3 and 16.

72. ibid, 11, 7.

retainers; and there were, inevitably, abuses of the new forms of contract between lord and man as of the old. The evidence from Scotland is, however, much more scrappy and haphazard. Partly, no doubt, because of accident of survival, and partly because it was not yet regular practice for men to write down their obligations, there is not enough to make any completely satisfactory generalisation, or to attempt to classify what was happening under any one generic term. For example, money had a new importance and to an extent replaced land as the reward for service, while at the same time homage and service were still words frequently used; but so many of the examples of this come from the retinue payments of Robert II and III, which can be explained not in general terms of social change but only as a particular political problem, that it is misleading to try to describe this in terms of the fief-rente or money-fief. Similarly there is not enough evidence to enable one to assert with any confidence that the indentured retainer had replaced the feudal vassal. Indeed it might be suggested that a strong counter-argument to this, and a reason for the emergence of the contract of maintenance and manrent, is that most Scottish nobles could well afford to offer good lordship but were hardly in a position to pay annual fees, although until much more is known about the incomes of the later-mediaeval Scottish nobility such a suggestion can of course only be tentative. Yet without attempting to define too precisely, the general trend is clear enough; both in terms of what was understood to be the service which a man owed to his lord, and of the early beginnings of the written bond, the gap is filled in between the late thirteenth century, when society can still be described as feudal, and the mid-fifteenth century when the bond of manrent becomes identifiable. The interpretation of the terms used to describe the man's service did not change; and the other features of the contracts of the

fourteenth and early fifteenth centuries, the association of personal obligations with marriage contracts, the giving of service in return for a specific promise such as the renunciation of claim to land, and even grants of land or money payment for service, never wholly disappeared, although the emphasis given to them altered considerably. The bond of manrent, the final form of the mediaeval relationship between lord and man, drew on all of these; it was the last stage of a long process of development. There was no radical change or sweeping innovation in the mid-fifteenth century. All that was new was that the bond was henceforth written down as a matter of course, and given a precise name.

The final question to be considered is why this came about. It is highly unlikely that the answer can be found in the supposition that as the middle ages progressed men became less naturally imbued with the virtue of loyalty, as Helen Cam suggested;<sup>73</sup> the idea that bonds began to be written in the fourteenth century because men were then less loyal than they had been in the thirteenth, and were written in even greater numbers in the fifteenth century because loyalty had further declined, is oversimplified and unconvincing. It is more profitable to think in terms not of a decline in the concept of loyalty, but of the increase of interest in something very different, the idea that to write something down rather than leave it as a verbal agreement had in itself a positive merit. Although it is necessarily an impressionistic judgement, it does seem to be the case that

73. Above, p. 16. K.B. McFarlane dismisses this and a similar view held by J.E.A. Jolliffe in a devastating manner when he writes that 'it is obvious that those who wish to believe in a golden age when men's appetites were subdued by simple faith are well advised to seek it....in the period before 1066, for which there are practically no records'; The Nobility of Later Mediaeval England, 114.

there is far more documentation in the fifteenth century than in the fourteenth than could be explained only by the greater chance of survival in the later period. Confirmation of the new interest in writing has been given in a recent work on Scottish handwriting, which shows that in the second half of the fifteenth century 'at least sixty per cent of the nobility....were literate at least to the extent of being able to append a signature', and draws the very interesting conclusion about the 'Education Act' of 1496 that 'no one would have thought of such an act unless it was already accepted as normal that some members of the upper and middle classes were literate. Emphasis on the forward-looking ideas in the act has obscured the important truth that a silent revolution in literacy had been under way for at least fifty years before the act'.<sup>74</sup> It is not of course suggested that the nobles sat down and wrote their own bonds; but against the background of the upsurge of lay interest in literacy described in this book, it is more readily understandable that they wanted to have them written.

Further confirmation of the greater interest in and desire for documentation is seen in the increase in the number of notaries public in the fifteenth century; more documents required more people to write them. But the notary was not simply a writer of documents; and the increase in numbers is in fact part of the milieu within which the writing of the personal bond must be set, not in this case a direct cause. The point of using a notary was to acquire written evidence which was authenticated and would be valid in a court of law; not surprisingly, notarial authentication was sought mainly for land transactions, and the instrument of sasine became the most frequent form of notarial record.<sup>75</sup>

74. G.G. Simpson, Scottish Handwriting 1150-1650, (Edinburgh, 1973), 8-12.

75. J. Maitland Thomson, The Public Records of Scotland, (Glasgow, 1922), 86-96; Simpson, Scottish Handwriting, 7.



It may seem only reasonable that if the obligation now called manrent was going to be written down, the main point in doing so would be to have a legally authenticated document which could be produced in court to enforce the obligation if it was broken; or, more probably, as it was normally an act which was the subject of a notarial instrument, that the act of making a bond of manrent should have been recorded by a notary. But the fact is that with one exception, this did not happen.<sup>76</sup> It may have been felt that in terms of a personal contract, the bond itself, with its record of the oath sworn by the grantor - 'in verbo nobilis' as one bond of maintenance

76. The exception is found in the manuscript books of bonds of manrent drawn up by the lairds of Glenorchy: SRQ, Breadalbane Muniments, GD 112/24. The first of these, containing promises of manrent to Colin Campbell of Glenorchy between 1551 and 1574, is almost entirely made up of records by the notaries Andrew White, William Ramsay, and occasionally John Maccorcadale and Gavin Hamilton, of men coming to Campbell and making their obligation. The second consists of texts of bonds of manrent, almost all written by Gavin Hamilton, to Duncan Campbell of Glenorchy from 1584 to 1612; this may have begun as a working copy for Duncan, but certainly from 1596 it contained the original bonds, for the signatures of the grantors and witnesses appear after that date. These books are unique. There are a few bonds and contracts which are separate from them, but it may be that they formed the only record of the great majority of the bonds made to this family; and the probable explanation is that the Campbells of Glenorchy found it convenient to solve the problem of acquiring a collection of the fashionable Scots bonds of manrent, made by their dependants, a considerable number of whom were Gaelic speaking, by receiving promises of service in Gaelic which were then entered into these books by notaries in the form of bonds of manrent. It is most unlikely that the lairds of Glenorchy thought in terms of producing these books in court; Gavin Hamilton was a notary public, but the occasional description of him as a servant of Campbell of Glenorchy probably better reflects the capacity in which he recorded Campbell's bonds.

described it<sup>77</sup> - was regarded as sufficient. Certainly it seems clear that bonds of manrent and maintenance were not thought of as a matter for the courts; and the fact that they do not feature in notarial protocol books, that they were rarely the subject of a notarial instrument, and that the provision that they should be registered in books of council or sheriff court books is equally rare, only underlines this general point. Cases of bonds of manrent being raised in actions in the courts are entirely exceptional. Between 1466 and 1495, the period covered by the printed volumes of the acts of the lords of council and the lords auditors, there were only six such cases; and they were quite clearly brought because money or land was involved. Two deal with claims for unpaid fees, and one with the withholding of a third of the 'wynning....wan be aventur of were', the 'aventur' being the capture of James earl of Douglas in 1484; another is concerned with the lord's refusal to allow a man to enjoy land granted to him in return for manrent and service; the fifth is a complaint about a refusal to implement a decret arbitral concerning the wrongful withholding of goods, and the refusal to give a bond of manrent as directed by the arbiters. Only one of these cases deals directly with the breaking of a bond; but as this was immediately followed by an action between the same parties over an unpaid debt, it comes into the same category as the other five.

Bonds of manrent did have an important place in the wider context of maintaining law and order, which is the subject of a later chapter;<sup>79</sup> but they were part of an older and more personal tradition of doing justice,

77. Atholl 4.

78. ADA, 42, 56, 103, 156; ADC, 95. In the sample of the unprinted volumes examined, those covering the 1500s and 1540s, no such cases were found.

79. Below, chapter 6

overlaid by the practice, derived from Roman law, of arbitration.<sup>80</sup> They were not themselves primarily regarded as documents for legal purposes or proof. Thus although notaries public frequently wrote bonds of manrent, it was by no means necessary that they should do so. The appearance of names like Master Andrew Sinclair, vicar of Leggan, or Sir Nichol Paterson, vicar of Kinnoir, in witness lists where no notary is named, indicates who wrote these particular bonds;<sup>81</sup> there is no doubt about Master William Gordon of Dunmeath, 'wrettar heiroff';<sup>82</sup> and the appearance in five of the Gordon bonds of William Gordon, parson of Essie, followed in two more by William Gordon, notary public, suggests not only that the parson and the notary were the same man, but that the important point was not that he was a notary but that he was a Gordon and a cleric who could write fluently.<sup>83</sup> This would all lead to the conclusion that in general where notaries did write the bonds, they were employed for an informal duty, as men who could write, rather than in their official capacity. This is understandable in view of the nature of the mutual obligation of manrent and maintenance; for what was written down in the later middle ages was not a legal document, but a social contract.

Personal service is not, after all, something which can be so readily dealt with in the formal structure of the law courts as matters of land or money. Yet there may be a fairly thin dividing line between the desire to have a document of strictly legal validity and the desire to have evidence with which to jog a man's conscience or his memory. It is in no way surprising, in the context of Scottish society from the mid-fifteenth

80. See, for example, Peter Stein, 'The source of the Romano-canonical part of Regiam Majestatem', in SHR, xlviii (1969), 107-23; Introduction to Scottish Legal History, 9 and 11, 414 and 416.

81. Gordon 22 and 23.

82. *ibid*, 87.

83. *ibid*, 27, 28, 29, 33, 36; 35 and 37.

century onwards, with its greater interest in literacy, its growing tendency to document a much wider range of matters, from the important to the comparatively trivial, and its greater number of people to write these documents, that bonds of manrent and maintenance did come to be written. Two strands of development, the development of writing and the development of the personal bond which most adequately fitted the needs of lord and man, came together to produce the commonplace and established bond of manrent.

If this is the background to what happened, there is a final factor which may have been the immediate catalyst; that is, the political situation of the mid-fifteenth century. In the first half of the century Scotland was dominated by two families; first there were the Stewarts, who had acquired after 1371 more than half of the earldoms and built themselves up into a sizeable power group, which was then eradicated by James I and secondly, partly as a result of this, came the dominance of the Douglasses, shorter-lived and brought to an end by James II in 1455. The way was thus open for the rise to prominence of lesser families, a process whose effective beginnings are marked by the creation of the earldom of Huntly in 1444-5. In these circumstances, when new magnates had to establish their pre-eminent position in their localities, written bonds of allegiance, given in return for written promises of protection, had an obvious attraction. Indeed it is not impossible that the incalculable effect of an individual was strong; that a man like the new earl of Huntly or the new earl of Erroll saw the advantages of such bonds and began to make them, and that the idea caught on and quickly spread. The subject of the relative status of those who made bonds of manrent and maintenance and their motives for so doing, however, leads on to the whole question of the practical realities of bonding and its effects; and this will be taken up at much greater length in the next chapter.

## CHAPTER FIVE

### THE MAKERS OF BONDS AND THEIR MOTIVES

The first part of this thesis has been devoted mainly to discussion of the place of the late-mediaeval Scottish bond in the wider context of the much older relationship between lords and men in its various forms, and development of that relationship to the point when, in the mid-fifteenth century, the bond of manrent became a recognisable feature of Scottish society. Thereafter, until the beginning of the seventeenth century, it was common practice for men to make such bonds with their lords. The second part of the thesis is concerned with the practical questions about them: who made them and why, and what effect they had on society. This chapter deals with the whole corpus of the bonds in terms of their place in the building up of the social alliances which were so important in late-mediaeval Scotland, the social status of the grantors and their lords, the kind of relationship which was created between them and the advantages to be gained from it; and the following chapters discuss in detail the making of some of these bonds, where there is sufficient evidence to show the circumstances and reasons which produced them.

While lack of evidence means that this analysis of bonding will necessarily be incomplete, it would be wrong to assume that it is only this which makes it impossible to see very definite and specific reasons for the making of every bond, or to argue that the detailed cases should necessarily be multiplied to fit all bonds. The idea that every bond must have been made for a direct and immediate motive is not supported by the evidence of the bonds themselves. The fact

that these bonds were made in every part of the country is one reflection of their importance. And the examination of what they said shows that the obligations they contain are very general. This is probably an acceptable reflection of their practical purpose. The evidence of this large number of bonds, made throughout Scotland with the same general intent, and almost all made for life or in perpetuity, suggests that they were not temporary expedients made to meet some present situation which could be explained in every case if only time and the evidence permitted. Rather they should be regarded as bonds which initiated a relationship made for general purposes, and which were designed and expected to endure.

The starting-point, then, is the assertion that these bonds had a widespread and significant place in Scottish society. Nevertheless, they were only one of the means by which a lord built up a following; and to put bonding into its proper context, it is necessary to look at the most important of these means, the tie of kinship, for bonds of manrent were used quite specifically as the most effective method of complementing and adding to the kin group, and imposing on those who were not of the lord's family the same obligations which bound those who were.

In theory, at least, this is perfectly understandable. As in other European countries,<sup>1</sup> the kindred in Scotland was the primary and

1. For example, the importance of kinship as the starting-point of social alliances is brought out in Marc Bloch's chapters on kinship in Feudal Society, i: The Ties of Dependence, 123-142. This work, dealing with a much earlier period, demonstrates very clearly both its fundamental nature and its limitations; and Bloch's conclusion, that 'the tie of kinship was one of the essential elements of feudal society; its relative weakness explains why there was feudalism at all', might, by changing 'feudalism' to bonding, be applied to later mediaeval Scotland, although one major weakness which he points out as undermining European kinship did not, as will be shown, exist in Scotland. Writing of the fifteenth century itself, mainly of England, F.R.H. Du Boulay again emphasizes kinship in the rather tortuous phrases: 'the family of kindred and affinity still remained as the tissue of politics and society'. The Age of Ambition, 124.

most important social grouping, and since the obligations of protection, loyalty and service were implicit in kinship, there was no need to bind one's kinsmen by formal contracts. Awareness of these obligations was very strong in fifteenth century Scotland, and continued to be so throughout the sixteenth century also; the family remained, to what was perhaps an unusual degree, of fundamental importance in political and social life.<sup>2</sup> 'Again and again', as Professor Donaldson points out, 'it is plain that Hamiltons, or Stewarts, or Douglasses, stood or fell, were forfeited or rehabilitated, en bloc.'<sup>3</sup> It is axiomatic that Scottish society and politics were regularly dominated or bedevilled by groups formed not so much by considerations of rank or anything else as by one major family or another. The most outstanding fifteenth-century example is that of the Douglasses; by the middle of the century, indeed, when three Douglas brothers held earldoms, a fourth was a bishop, and a fifth a lord, their position was exceptional. Yet James II, who with perhaps less justification than is sometimes suggested, saw them as a threat, equally relied on family feeling in his hounding of them; for he did so by building up the Kennedys of Dunure and the rival Douglas

2. A comparison of Scotland and England in the sixteenth century suggests this. Certainly by the second half of the century, family connections in England were losing their importance, except perhaps in the peripheral areas. Interest in the family had become, as Lawrence Stone shows, less of a practical consideration than 'a fad, a craze, a quasi-intellectual hobby of the idle rich', the demonstration or invention, depending on whether one's family was old or new, of one's genealogy. The Crisis of the Aristocracy, 23-7. Thus the social importance of the English family survived; the political importance had become infinitely less than that of the Scottish family.
3. Donaldson, James V-VII, 12.

family, that of the earls of Angus,<sup>4</sup> and ultimately by outbidding the Douglasses in the acquisition of allies. And while bringing down one powerful family, he also paved the way for the rise of two of the greatest families of the sixteenth century by his creation of the earldoms of Huntly and Argyll; the west and the north-east came to be dominated and controlled not simply by two lines of earls who were fairly regularly recipients of royal favour, but by two powerful families, each of whom consistently stood together, forming a solid and unassailable kin group. The practical advantages of this are brought out in the discussion of the troubles between the Gordons and the Forbes in 1571-2, in an anonymous account of some of the outstanding national and local events of this period; it points out that, of these two powerful northern families, the Gordons had the good sense to live in great concord and amity among themselves, and so flourished greatly, strengthening their position and following; the Forbes did not, and were thus weakened and easily defeated.<sup>5</sup> And national politics for much of this century were considerably influenced by the Hamiltons, whose power was created not so much by any particular ability on the part of the heads of the house as from their position as heirs presumptive to the crown, and from the fact of their being a large and united family group close to the centre of government, so that their actions, and the reactions of other families to them, were regularly a matter of national

4. This does not, as might appear, contradict Professor Donaldson's statement. The earls of Douglas were at the head of one extremely powerful kin-group. The Douglas earls of Angus were a sufficiently distinct branch of the family, and sufficiently powerful to form a separate kindred; and being in the frustrating position of being overshadowed by the earls of Douglas, they were an obvious family for James to use in this way.

5. BM, Additional MS. 19,797, ff. 19v-22r.



rather than local concern. A curious reflection of the massive solidarity of this family is seen in the Diurnal of Occurrents, which sometimes gives long and detailed lists of names of those who took part in the events it describes, but which consistently talks simply about 'the Hamiltonis'.<sup>6</sup> There is no need to labour this point further. The importance of the family in later mediaeval Scotland can hardly be disputed; it is something which has always been recognised, by both contemporaries and modern historians.<sup>7</sup>

The statement that lords did not normally make bonds with their own kinsmen, is borne out by more than mere theoretic assumptions based on the undoubtedly strong ties of kinship and its well-understood obligations. If in theory there was no need for kinsmen to make written contracts, in practice it can be argued that the list of bonds shows clearly

6. A Diurnal of Remarkable Occurrents in Scotland, 1513-1575, (Maitland Club, 1833); for example, p. 161: 'Upoun the third day of March (1569), the hail Hamiltonis.....come to Linlithqw.'
7. The best-known near-contemporary statement of this is the famous claim by George Home of Wedderburn that 'if his chief should turn him out at the fore-door, he would come in again at the back door'; David Hume of Godscroft: History of the Houses of Douglas and Angus (Edinburgh, 1644), ii, 260. Only one writer at the time disputed this. Thomas Craig, in his Ius Feudale, made a vitriolic attack on the whole idea of the obligations of kinship: 'For the relation of a vassal to his superior is stronger than the ties of kinship and constitutes a bond of amity and allegiance closer than any natural affinity. So far from acting as a protection against discord, community of blood often intensifies the bitterness of family quarrels, and the most violent hatred of which human nature is capable occurs between brothers and sometimes even between father and son': Ius Feudale, 2.11.13. This view obviously contains some truth, and may be based on Craig's own observations; ties of kinship certainly did not always automatically produce amity. But it is a very one-sided and emotional argument; indeed, it stands out in Ius Feudale as an unusually emotional passage. And certainly, in the sixteenth century, Craig's was a very lone voice.

that they did not, for it is very rare to find two parties to a bond having the same family name.<sup>8</sup> But a common surname is not the only evidence of kinship, and it must therefore be shown that in Scottish society the surname provided a meaningful dividing line; in other words, what was meant by 'the kin'? It is normally accepted that whereas today 'family' means the immediate family, in the middle ages it meant the extended one; and the question turns on how 'extended' this was. It is perhaps too readily assumed that because kinship was so important, men would be aware of its obligations even if the blood-tie between them was fairly remote. A certain amount of lip-service was undoubtedly paid to such an ideal. For example, when Niall Montgomery of Langshaw gave a bond of manrent to Archibald earl of Argyll on 5 September 1548, he did so on the grounds that he was of Argyll's house, and was the earl's tender friend and kinsman,<sup>9</sup> as indeed he was, through his grandmother, Helen Campbell, daughter of Colin first earl of Argyll, who had in 1478 married Hugh Montgomery, afterwards first earl of Eglinton. Showing a much more remarkable memory, Simon lord Fraser of Lovat bound himself, on 19 July 1598, to George sixth earl of Huntly, 'for sindri reasonable and wechtie causis....speciallie for the dewtie bluid and consanguinitie that I haiff witht....George erle of Huntlie,'<sup>10</sup> even if by 1598 the Gordon blood must have run extremely thin in Fraser's veins, for the only Gordon who appears in the Fraser line was the daughter of a younger son of the first earl of Huntly, Janet Gordon, who married Fraser's ancestor, Thomas

8. See Appendix A. Thus of the ninety bonds of manrent made to the earls of Huntly, only one was made by a Gordon; two Hamiltons to the earls of Arran; one Maxwell to the lords Maxwell; and so on. These exceptions are discussed below, pp. 169-73.

9. Argyll 32.

10. Gordon 87.

lord Fraser of Lovat, in 1493. But these do not simply demonstrate the far-reaching effects of kinship; rather they pose the problem of why, if the obligations of kinship were so widely interpreted, Montgomery and Fraser should have had to make bonds at all.

The answer seems to be that while in the sixteenth century Craig's doubts about the bond of kinship were far too extreme to find general acceptance in a society in which the tie of kin was still immensely strong, people were nevertheless perfectly well aware of the practical limitations of kinship. The need for some kind of definition of how the kin group was formed was an intensely practical one; for a major problem in any society which relies heavily on extensive family groupings is that each kindred merges with others, and therefore some sort of principle by which a man's loyalty can be determined has to be established. As far as later-mediaeval Scotland is concerned, the evidence is not sufficient to be precise in detail; but from the Scottish evidence and by tentatively using information about other societies, both mediaeval and modern, in which kinship is of similar importance, it is possible to draw general conclusions about the nature of the Scottish kin group.

There are, basically, two ways of determining kinship. Either one can begin with oneself, and regard as kin one's father, mother, their parents, brothers, sisters and so on as far as knowledge goes; that is, bilateral kinship. Or the starting-point can be an ancestor, mythical or real, on the male or female side - patrilineal or matrilineal kinship. In the first type, the focal point is oneself, and the kin group radiates out from that. In the second, the important figure is the ancestor; all his or her descendants will form the kin. And clearly it was the second type, patrilineal kinship, which existed in fifteenth and sixteenth century Scotland. How far this was true before the fifteenth century is something

to which no answer can be attempted within the scope of this thesis. Certainly in mediaeval Europe, there had been a tendency towards bilateral kinship, which had raised obvious problems which were avoided in Scotland; for if one regarded one's obligations towards the kin of one's father and mother as equally binding, and the two groups quarrelled, obviously one's position became intolerable. This was a problem which was recognised and debated; it was, as Marc Bloch argues, the greatest weakness of this type of kinship, and one which ultimately rendered it ineffective.<sup>11</sup> On the other hand, the underlying assumption of patrilineal kinship that, all things being equal, a man's brothers and sons were more likely to support him for reasons of family, if only on the cynical grounds that they had something practical to gain from the head of their house, than his brothers-in-law and sons-in-law who had a prior claim on their loyalty, was a not unreasonable basis on which to work; and it may well be that Scottish kinship survived as a strong force in society either because it had always been, or because it developed into, the patrilineal type. Certainly the distinction is reflected very clearly, in the period when bonding was common, by the fact that bonds were not normally made by men whose kinship came through the male side of a family, whereas they were regularly made by those related through a female, either within their own generation, or by descent, as in the case of the Montgomery and Fraser bonds.

What certainly had a great effect on defining or emphasising the patrilineal nature of Scottish kinship, and on simplifying the problem of identifying kindreds, was the fact that the use of the surname was by now

11. Bloch: Feudal Society, i, 142. Du Boulay, on the other hand, refers to 'the patrilinear, monogamous society of western Europe'; An Age of Ambition, 109. But he does not demonstrate that European society was indeed patrilinear; and as he mentions it in the context of 'Household and Family', he may be implying male-dominated, rather than genuinely patrilineal.

firmly established, in the lowlands at least.<sup>12</sup> This, in fact, became the simple acid test; if one's surname was Gordon, then one's loyalties lay with the head of the house of Gordon, the earl of Huntly. Indeed, the word 'surname' was repeatedly used in this period not simply to denote the family name, but to describe the kin group. One of the best examples of its use and meaning is found in a late sixteenth century account of the nobility, 'The Scottish Nobilitie in an. Dom. 1577', written by Alexander Hay. This is a list of the earls and lords, with a descriptive note about each, estimating their political and social importance; and in most cases this is done by stating their geographic situation and the extent first of their 'surname' and secondly of their alliances through marriage and friendship. Thus of the earl of Arran: 'The surname wasted by adhearing to the late Q. Mary'; the earl of Huntly: 'of the same surname is descended the Erle of Sutherland and many other gentlemen. An Earle of greate power....'; the earl of Montrose: 'he is an Erle of small power, havinge but few gentlemen of his surname....'; the earl of Rothes: 'he hath many gentlemen of his surname of Lesleys, but altogether in maner lyenge in the north of Scotland, by which means he and they be always ioyned in freendship with the Erles of Huntley'.<sup>13</sup> The same emphasis is found in an anonymous account written in 1583, which in some cases seems to attribute even more importance to the 'surname' than to the extent of land held by a lord; lord Ogilvie, for example, is described as 'a man of no great lyving, but of a good number of landed men of his surname which

12. Donaldson, James V-VII, 12-13: 'in the Lowlands surnames had become all but universal before the end of the fifteenth century'.

13. Estimate of the Scottish Nobility during the minority of James the Sixth, (Grampian Club, 1873), 7-28.

make his power in Angus the greter'.<sup>14</sup> Another example which makes extraordinary reading, and underlines the equation of surname with kindred, occurs in a bond of maintenance by Colin Campbell of Glenorchy to the whole surname and clan of 'Clanlauren'. This bond named 'Malcum Mcconechie Makrobert Jhone Mcavyre and in his absence Duncan Macavyre Jhone Mcallester Vclauran and in his absence Duncan his brother - Mcane Vckerlycht Patrik Mcane Vepatrik voir Finlay Mcneill in his absence Duncan Mcnicoll Archebald McDoulreoch Gilfillane Mcconechy Vcanereoch'. These men, each named by his patronymic, are described as 'the maist qualifeit and abill personis of the said surname'; and 'surname' is clearly used here simply to mean 'the kin'.<sup>15</sup>

The general use of the surname demonstrates the nature of Scottish kinship in another way. An obvious feature of patrilineal kinship is that the males of the family are the constant factor; the females are not, being added to or removed from the permanent group by marriage. When a woman was married in Scotland in the fifteenth and sixteenth centuries, it is very clear that she was regarded rather as providing a link with another kin group than as becoming completely assimilated into her husband's kin; for she did not take his name, which strongly suggests that she was considered as, for example, a Gordon who had married a Hamilton, and not as someone whose marriage had made her a

14. BM, Additional MS. 38,823, ff.9r-12v: 'A breife opinyon of the State faction religion and power of the severall noblemen in Scotland'. It is interesting to compare this account and the Estimate of the Scottish Nobility, which was almost certainly written by a Scoteman, with other reports of this period made for Burghley by English observers. Most of these simply list the Scottish nobility, giving a brief note of their politics - that is, pro- or anti-English - and their religion, and occasionally adding in a short and usually unflattering character sketch. This again emphasises the point about the difference in importance of the Scottish and English family; the accounts quoted here are very much in the Scottish idiom, giving weight to something which was clearly not regarded as of much significance by the English writers.

15. Breadalbane 48. A mark on the folio obscures one Christian name; all that can be read is 'T - or K - loch', which in view of the rest of the name, suggests Kerloch.

Hamilton. This no doubt explains why the marriage contract was the weakest form of alliance. The intention behind it was precisely the same as that of the kin group and the bond; it was used, hopefully, to build up a social group or to patch up a quarrel between two kindreds, to encourage peace and stability. But a marriage in itself was not enough; it was weaker than the bond, which created a direct relationship between two men, whether equals or superior and inferior, and which was indeed often used to bolster up and strengthen the marriage contract;<sup>16</sup> and it had little real relevance to kinship, for all it achieved in practice was the bringing into juxta-position of two distinct kin groups. It did not impose any obligations of kinship on the people who mattered - the husband and the men of the wife's kindred. The most succinct example of the distinction which was drawn between 'real' kin and kin by marriage, already suggested by the evidence of the bonds, is found in a letter written in 1568 by Adam Bothwell, bishop of Orkney, to his brother-in-law Archibald Napier of Merchiston, in which there occurs the phrase: 'Alwayis (I) besekis you as ye luif your awin wele, the wele of your houses, and us your freindis that wald your wele....',<sup>17</sup> thus drawing a careful distinction between 'your house', or kindred, and 'freindis' who included the writer, related by marriage.

16. An extreme example of this is the case of William lord Forbes; although married to Christian, daughter of Alexander earl of Huntly, he made on 8 July 1468 no less than three bonds: a bond of manrent to his father-in-law, Huntly; a second bond of manrent to his brother-in-law, George lord Gordon; and a third bond by which he assured Huntly and lord Gordon of the manrent of his heirs and any of his kin who might succeed to his lordship. Gordon 4, 5 and 6.

17. Mark Napier, Memoirs of John Napier of Merchiston, (Edinburgh, 1834), 111.

Scottish kinship, then, was patrilineal; and identification of kin groups was made relatively simple by the use of the surname. Thus far one can be fairly definite. What is much more difficult to assess is the further question of how far the kin group extended, and on this point there is simply not enough evidence to supply a precise and detailed answer. Numbers, so far as we know them, could be fairly large. For example, two lists in the Morton Registrum produce the names of 227 Hamiltons;<sup>18</sup> and two bonds made by the Murray family in 1586 and 1599 between them named 41 Murray lairds, and referred to the remainder of the kin.<sup>19</sup> It would be a separate study in itself to attempt to work out the relationships within these families and others where a reasonable number of names is known; and it is very doubtful if it could ever be done with complete success. But comparison with other societies where there is similar dependence on the kindred suggests two factors which helped to define the kin group, and which may reasonably be applied to fifteenth and sixteenth century Scotland.

There are, for example, various indications of the extent of recognised blood-relationship, all of which tend to the same conclusion. Canon law set the limitation in its prohibition of marriage at the fourth degree of consanguinity: that is, third cousinage. Beyond that, presumably, the blood-tie was regarded as being sufficiently weak to be discounted. As a reflection of social custom, canon law does seem in this case to be fairly accurate, as is suggested by the fact that, in the Fourth Lateran Council of 1215, the prohibited degrees had been reduced from seven to four;

18. Morton Registrum, i, 65-8.

19. Contracts of friendship 78 and 100.



that is, at precisely the period when there was a gradual shrinking of the size of the kin group, and a greater degree of concern with what constituted kinship. For example, the French jurist and poet Philippe de Beaumanoir argued, in 1283, that the 'obligations of vengeance' extended in his day only to second cousins, though as he was referring to the bilateral kin group, this still might involve a large number of people.<sup>20</sup> Modern surveys of kin-based societies suggest that third cousinage is the normally recognised limit, though there are cases of even more distant relationships. This is contrasted with our type of urbanised society, in which as a survey of London in 1957 showed, first cousinage was the common limit, and it was very rare indeed to find anyone who could identify all his second cousins.<sup>21</sup> This is not to suggest that there was any great principle or rule involved, but simply that in the kind of society which existed in later mediaeval Scotland, there was a greater degree of recognition of who one's kinsmen were, and that probably this extended to third cousins, if not further.<sup>22</sup>

It would appear, moreover, that the kindred could extend further still, and include people who shared the surname, but whose relationship to the head of the house was so remote as to defy identification. This is a recognised feature of this type of society, and

20. Bloch, Feudal Society, i, 139.

21. J.D. Freeman, 'On the Concept of the Kindred' in Kinship and Social Organisation, ed. Paul Bohannon and John Middleton, (New York, 1968), 261. This book of essays is very valuable for information on the various types of kinship, and on modern tribal and kin-based societies.

22. The earl of March, writing to Henry IV in 1400 to ask for his help, which March claimed on the somewhat specious grounds of the kinship between them, admitted that 'I am bot of the feirde degre of kyn tyll ynow, the quhilk in alde tyme was callit neir': Hingeston, Royal Letters of Henry the Fourth, i, 24.

one which apparently existed in Scotland. Thus John Grant of Freuchy was, in 1590, justly incensed by the murder of one Alan Grant and another Grant whose Christian name is not recorded, on the grounds that they were of his kin, or 'at the least being one of his surname'.<sup>23</sup>

The final aspect of the definition of the kin group has a link with this lack of precision, for it was not a matter of recognition of blood-relationship, but simply of geographic situation. Again this is a factor which regularly appears in such societies; certainly it was of considerable importance in Scotland, for with one notable exception, what ultimately gave the Scottish kin group its final form and cohesion was its geographic unity. The Gordons, for example, began as a Berwickshire family. By the sixteenth century, when they had become the dominant family of the north-east, the few Gordons left in the original lands, for all that they shared the surname, were not in any real sense part of the Gordon kin. The same is true of the Hays who became earls of Erroll; again as a kin group they existed in Aberdeenshire, and not in their original lands in Perthshire, still less as part of the same kindred as the Hays of Yester. The one exception is that of the Campbells; for the branch of the family who moved north into the lands of Cawdor in Nairnshire in 1510 retained close links with the earls of Argyll, although the strain put on the family relationship is reflected in the fact that they gave written bonds promising support, something which the obligations of kinship would normally render unnecessary.

This attempt to analyse the nature of the Scottish kindred has been made in order to define as precisely as possible the primary group of a lord's supporters, and to show the distinction between those who were his

23. W. Fraser, The Chiefs of Grant, (Edinburgh, 1883), 111, 177-8.

kin, and those who were added to his alliance by bonding. It was necessary to do this, because it is undoubtedly true that people did make reference to relationships which came through a female as being of importance, as in the two bonds already quoted, and this may appear to blur the distinction. It has already been suggested that the much less binding nature of this kind of relationship is shown by the fact that bonds were made at all; and in general the most likely explanation is that precisely because the obligations of kinship were regarded as so fundamental, any relationship, however remote, was referred to wherever possible. In a rather different way, this point is further demonstrated by the fact that in many of the bonds and contracts made by men who had no family connection, emphasis was put on the idea that a relationship was now being created which involved the same ties and obligations as those of kinship.<sup>24</sup> For example, the word 'friend', used in this period to denote a lord's social equal with whom he had made a contract of friendship, had in early-medieval society meant kinsman, the idea being that the only people one could regard as friends and trust at all for support were one's kin. One of the clearest examples of this comes from an eleventh century French cartulary, cited by Marc Bloch: 'His friends, that is to say his mother, his brothers, his sisters and his other relatives by blood or by marriage'.<sup>25</sup> In the later middle ages, the word still carried a clear connotation of kinship; and though it was now normally used of those who would act as kin, rather than of those who were kinsmen, it was still

24. This idea is put forward in the interesting article by Maurice Keen, 'Brothers-in-Arms', in *History*, xlvii, (1962), 1-17. On the basis of evidence mainly from France and England, the literary tradition of the concept of men acting as brothers and kin is discussed, and the conclusion is that fiction reflected fact.

25. Bloch, *Feudal Society*, i, 123-4.

occasionally found in its original sense. Thus one of the chapter headings of Pitscottie refers to 'Hou the Erle of Craufurd mareit his freind the Maister (of Crawford) wpon the Cardinallis dochter', 'freind' being used here perhaps for convenience, because due to an upset in the succession to the earldom of Crawford, the relationship between the earl and the master was fairly distant, and one which Pitscottie may have found hard to pinpoint.<sup>26</sup> Similarly the word 'kindnes' - kinship - is repeatedly used, mainly in bonds of friendship, but also in bonds of manrent and maintenance. There are occasional references to this idea which are quite specific, as in the promise by George earl of Huntly and Patrick earl of Bothwell in their indenture of friendship of 21 February 1491, following on a marriage contract, that they would be in all things 'tendir kynde and lele as the fadre sonnys and brethir aucht to be';<sup>27</sup> when William Macleod of Harrie bound himself to depend on Archibald earl of Argyll 'ayklyk in affectione and obediens as he war my fader naturell and I his sone naturell', his bond being made because Argyll 'has grantyt greyt kyndenes to me and rescavyt me til his familiarite as his swin sone';<sup>28</sup> and in the bonds of Huchon Rose of Kilravock and Alexander Fraser of Philorth, where the grantors both promised to act as if they were carnal sons of their lord, William thane of Cawdor, who in turn obliged himself to act as their carnal father.<sup>29</sup>

26. Pitscottie, Historie, ii, 82.

27. Contracts of friendship 12.

28. Argyll 30.

29. Contracts of friendship 6 and Cawdor 1. Both are also marriage contracts; and the first, an indenture of friendship between Rose of Kilravock and Cawdor, also includes the agreement of manrent and maintenance by Rose's son Huchon and Cawdor, and refers to 'the quhilkis sonrent manrente ande mariage'.

Nevertheless there is a small number of bonds made by men of the surname. It is convenient to consider them here, to assess how far they upset the general conclusions already suggested, by looking at the reasons why they were made. Some of them are quite specifically family bonds. On 10 July 1588, for example, Patrick lord Drummond, his brother James, commendator of Inchaffray, and 'an guid number of their kin and alliance' met at the kirk of Muthil and subscribed a bond designed to advance 'the standing of the House of Drymen, mantinance and defence of the name of Drummond, their alliance and dependars'.<sup>30</sup> Similarly on 12 July 1586, and again on 3 March 1599, Sir John Murray of Tullibardine drew up bonds with two groups of Murrays; the first was made 'with the hail name of Murrays and others undersubscrivand' taking burden for their kin, friends etc., 'being convenit for the assurance and ordertaking of our own estates the defence of our rowmes tacks steddings guide and gear whilk be the invasion of broken men and unthankfull unnatural neighboris may appear to be in danger'; the second expressed the pious intention that although the family was 'far dispersed in sundry parts of this realm far distant from others whairthrow we are not so able to serve his Majesty in his highness and country's cause as our good will and intention is, therefore and to the effect that we and ilk one of us be the mair able and ready to serve his Majesty at all occasions according to our good mind and intention' this bond is made.<sup>31</sup> While these general

30. Contracts of friendship 86. 'An guid number of their kin' amounted to fifteen Drummonds and two others according to the list of signatures; the text adds the names of a further two Drummonds and one other.

31. Contracts of friendship 78 and 100. The first names nineteen Murrays and one other, the second twenty-two Murrays. Both contain the delightful phrase reminiscent of the Three Musketeers: 'sua that anie cause shall be alle and alle shall be anie'. The texts of both come from eighteenth century copies, which explains the very curious spelling.

reasons might in themselves have led these families to draw up formal contracts, all of them contain a further more specific point: the undertaking that the grantors would accept the head of the kin, acting with the advice and counsel of certain named kinsmen, as arbiter and judge in all disputes and quarrels, civil and criminal. The implications of this will be examined later, when the causes and effects of bonding are discussed. But the naming of those from whom counsel would be taken, and the agreement by the kin that this would be accepted, certainly suggest a reason for men of the surname to write this down, rather than to rely simply on unwritten obligations.

A different and rather touching family bond was that made by the Grants on 21 March 1585 in response to a letter from their chief, John Grant of Freuchy, informing them that he was in bad health, asking them if they had any complaints to make of him and his son, and pointing out that he was being threatened by his neighbours. This produced a reply from his 'maist speciall freindis and kynniemen', lamenting his illness, assuring him that they found no fault with him or his son, promising him that they would do all in their power to maintain, defend and assist their chief, kin, friends, servants and surname, and ending with their prayer to God 'to inclyn their hartis to persewair in manteynance of their honest and just cause in tymis cuming, quha mot half your maisterschip in keping.<sup>32</sup>

Bonds of this type clearly indicate a certain closing of ranks, a gesture of solidarity. But there were other reasons why bonds might be made by kinsmen. It has already been pointed out that geographic unity was a decisive factor in determining the kin group; where two branches of a family were separated, their interests, which would inevitably centre mainly on their own localities, might well not conform, thus making any

32. Grant 1.

fulfilling of the obligations of kinship quite impractical. The one major family who overcame this difficulty were the Campbells. They did not retain links with the Campbells of Loudoun in Ayrshire; but they did with the geographically more remote Campbells of Cawdor. In the first instance this may have been because it was a brother of the earl of Argyll, John, who acquired the lands of Cawdor by his marriage in 1510 to Muriel, daughter of the last thane of Cawdor; but the move north produced a situation in which Sir John came to find it necessary to back up the existing relationship with his 'cheif principall and brother germane', Colin earl of Argyll, with two bonds of manrent, the first on 22 March 1523 and the second on 31 July 1529.<sup>33</sup> And not only with the earl. The day before he gave his first bond to Argyll, he had made another link with the Campbells in the area directly controlled by the earl; on 21 March 1523 he made a contract of friendship with a man very close to Argyll, Colin Campbell of Ardkinglas, which included the standard promises of mutual assistance, prevention of danger and harm, and the giving of counsel, unless it be - which God forbid - against the earl and his heire.<sup>34</sup> Campbell of Cawdor and his successors were themselves recipients of bonds in the north, and it is perhaps of significance that in many of these bonds, the grantors excepted their allegiance to the earls of Argyll, again emphasising the connection with the head of the house.<sup>35</sup> Conversely, geographic remoteness might lead a man to feel that he was left out of those things which he considered to be his right; hence the furious complaint of Sir John Campbell of Cawdor and Archibald Campbell of Lochmell, in their bond of 21 November 1586, that they were denied access to Archibald, earl of Argyll,

33. Argyll 12 and 19. The second bond followed on a grant of land; a further reason for it is suggested below, pp. 172-3.

34. Contracts of friendship 26.

35. Likewise in the bonds made to the Campbells of Glenorchy, many of the grantors excepted their allegiance to the earls of Argyll.

'to do thair leissum affairis, nor yitt to giff thair oppinioun as thai went to giff to his lordshipis predicesoris',<sup>36</sup>

Even when distance was not the major consideration, a particular undertaking might produce a bond. On 9 July 1564, for example, Archibald earl of Argyll and nine other Campbells made a bond with Colin Campbell of Glenorchy. This contained all the obligations usual in a contract of manrent and maintenance; but the specific reason for it was the promise by the other Campbells to Glenorchy of support in his hounding of the MacGregors; and the contract was intended not only to bind those named in it, but also 'to be sufficient to all landit men of my lord erle of Ergyle surname subscriberis of the samyn albeit ther names be nocht particulairlie contenit heirintill',<sup>37</sup> which suggests that one reason for writing down this agreement was to have a document to send round to other Campbells, to inform them, and to collect their signatures.

The last main reason is really the most understandable, and probably lies behind most cases of this type of bond, including some of those already mentioned: that the relationship based on kinship had broken down. This is clearly indicated in the bond made by John Campbell of Cawdor, Archibald Campbell of Skipness, Archibald Campbell of Kilmichael and Angus Campbell of Barbreck, on 18 March 1526, where again the grantors promised mutual support and assistance, and excepted their allegiance to the earl of Argyll, but went on to undertake that 'gif it happinis the said Erle of Ergyle our cheife to denud us or put at us in our heretage takis steddungis or rolmes or any other thing we haif just titill to, or tak part with ony utheris at putis at us in the samyn, as God forbeid he do, than....we nor nane of us sell nocht gif our stedy servis nor do na maner of other plesouris to the said Erle our cheife then

36. Contracts of friendship 79.

37. Argyll 39.



to the tyme the said Erle remeid the samyn, as ene chief aucht to do to his kynniemen'; and further, that 'we and ilkane of us sall use othereis counsaile lawful and honest in all actionis debatable betwix us and our said cheif now present or in tyme to cum, and nocht ene of us sall aggre with our said cheif....bot with the avis and consent of all the forsaideis personis and parttakaris' (that is, the grantors of the bond).<sup>38</sup> This suggests that things had gone far wrong between Colin earl of Argyll and this group of his natural supporters. Indeed, it is tempting to see Campbell of Cawdor, the one party to this bond who was remote from Argyll's influence, as perhaps the leading member of this dissident group. Certainly this was a negation of his bond of manrent to Argyll; and reconciliation may therefore well have been the reason for the making of his second bond, of 31 July 1529.

Another example shows the bond being used in a similar way, to repair a strained relationship, when on 2 November 1518 bonds of maintenance and manrent were made by Alexander lord Livingstone and William Livingstone of Kileyth, on the occasion of the settlement of a dispute between them.<sup>39</sup> They had been at odds as early as 1513; as far as is known, they managed to live peacefully enough after the making of their bonds, until 1545 when they were once again raising actions against one another.<sup>40</sup> And the same motives may well lie behind the promise by John Grant, apparent heir of Carron, to John Grant of Freuchy, on 18 November 1587, to serve and honour him 'as the rest of the gentillmen off his kin and surname dois', while in return, 'the said Jhone Grant off Fruquhye....sall fortifie mantene and assist me....in our honest causis as becumis thame off the dewetie of ane honorabill cheiff and maister to do to his kynnieman and servand'.<sup>41</sup> The

38. Contracts of friendship 29.

39. Livingstone 1. This follows on a decret arbitral, in which the arbiters directed lord Livingstone and William to make bonds of maintenance and manrent: SRG, Duntreath Muniments, GD 97/2/61.

40. GD 97/2/53 and 109.

41. Grant of Freuchy 2.

stated reason for this bond was that Grant of Freuchy would allow the grantor to enter and peaceably possess the town, lands and pertinents of Culquhosh, which may have been the cause of friction; certainly the unusually strong protestations about the duty of service and protection suggest that friction there had been. And finally one may suppose a similar reason for the unusual promise of manrent by one brother to another, William Dundas to James Dundas of that ilk; gratitude may not have been a strong element in their agreement, by which William, clearly financially ruined, gave up to James the wadset of his lands and all right and title to them, and had to settle for being given a liferent from part of James' lands and being sustained in his household, in return for his promise of manrent.<sup>42</sup>

In terms of numbers, this group of bonds made by one member of a kin group to another amounts to very little. Only in one family collection is there a significant proportion of such bonds; more than half of the bonds made to the Kennedies of Dunure, later earls of Cassillis, were made by Kennedies. This was the family whose presumed ancestor, Roland of Carrick, had received a charter from his uncle, Neil earl of Carrick, designating him head of his kin, presumably on the grounds that Neil's heir of line, being a woman, could not hold this position. This charter was confirmed by Alexander III in 1276, and again by Robert II in 1372, and by Robert III in 1405;<sup>43</sup> and then in the mid-fifteenth century the Kennedies received a string of royal charters reaffirming their position.<sup>44</sup>

42. Dundas 1.

43. RMS, i, nos. 508 and 509; SRO, Ailes Muniments, GD 25/1/29.

44. GD 25/1/45, 52, 60, 63, 66 and 70; these six charters by James II were given significantly enough, between 1450 and 1456, at precisely the period when the problem of the Black Douglasses had come to a head.

Here was real recognition of headship of the kin and surname. But while the crown acknowledged it, it may well be that the Kennedies themselves had difficulty in asserting it over the other branches of the family, and that they therefore demanded written evidence of their kinsmen's allegiance.

Whatever the explanation, the Kennedies are an unusual case. In general, there is no doubt that men of the surname did not normally give written bonds to one another; and the occasions when they did were exceptional, brought about by specific and unusual factors. In other words, a lord regarded, and was normally justified in regarding, his kinsmen as his natural supporters; these kinsmen were, however, a rather more limited group than has sometimes been suggested, since collateral connections, close or remote, did not constitute kinship in any practical sense; and this therefore makes it possible to identify those who made bonds of manrent as being, in the first place, men who had no recognised ties of kinship with their lords, but who now bound themselves to act as though they had.

Identification can, of course, be much more precise than this. While the assertion that men who made bonds were not of their lord's kin required some explanation, the next point to be made about them becomes immediately apparent simply by looking at their names, which show very clearly that they were drawn from a fairly exclusive social group.<sup>45</sup> With the notable exception of the men who made bonds to the Campbells of Glenorchy,<sup>46</sup> it was rare for anyone below the rank of laird to make a bond of manrent, and on the whole where bonds made by lesser men do occur, there is a fairly obvious special reason for them. The earls of Huntly received ninety bonds of manrent: nine were made by lords, seventy-one by lairds, seven by clan captains, two by a clan, and one by a burgh. Only four of the thirty-six bonds made to the earls of Erroll were not given by lairds;

45. See Appendix A.

46. See below, pp. 190-3.

one was made by the constable of Aberdeen, one by an Aberdeen burghess, the third, which was an exceptional bond, by a justice clerk for specific purposes, and the fourth by one Robert Waus, whose rank is not known. Among the other earls the same pattern is repeated, the only exception being James second earl of Arran, whose bonds show a greater social spread, again made mainly by lairds, but also by four earls, three lords, and eight men of lesser rank. Of these, however, the bonds of the earls were made to Arran as governor, two of them to endure only as long as he held office; and all of those made by lesser men were given by tenants on the island of Arran, whose usefulness was the exclusively local one of holding down the island.

The same is true where the lord was himself of lesser rank than that of earl. Of the thirty-four bonds made to the lords Maxwell between 1486 and 1591, thirty-one were made by lairds. Similarly, out of nineteen bonds made to the lords Oliphant, eighteen between 1469 and 1508, and the nineteenth in 1547, only the last was not given by a laird. And the smaller collections demonstrate the same thing: a predominance of lairds. Clearly a man had himself to be of some standing before his bond was regarded as acceptable; and in fact many of those who gave bonds were not merely lairds, but lairds of considerable position and wealth: men like the Grants of Freuchy, the Mackenzies of Kintail, the Cheynes of Essilmont, the Frasers of Philorth and others, all extensive landowners and men of influence within their own areas, heavily involved in local affairs, as the regular appearance of their names on assizes and on lists of arbiters in local disputes shows.

The idea that bonds of manrent were given almost exclusively by such people may appear to be contradicted by the fact that some bonds included a promise of household or retinue service, which might suggest

that at least some of the men who made bonds were of lesser status. But in fact such promises are rare; and it is even more rare to find that they meant anything more than temporary arrangements. Household service occurs with any frequency only in the Maxwell collection; five grantors of bonds to the lords Maxwell promised this service, but in each only at the lord's will.<sup>47</sup> So also did William Cockburn of Schralling in his bond of 12 June 1487 to Patrick, lord Hailes,<sup>48</sup> and John Strathaquin of Balwysse to Patrick Maule of Panmure on 25 May 1602.<sup>49</sup> Two other cases show a different reason for the temporary nature of this service. On 15 March 1486, Alexander Fraser of Philorth bound himself to William thane of Cawdor, promised to marry Cawdor's daughter Marjory, and undertook to remain in Cawdor's household until the marriage had taken place; a further consideration was that he was a minor at the time of making this contract.<sup>50</sup> And on 16 August 1487, John Melville, son and heir of William Melville of the Raith, gave his bond of manrent which contained a promise of household service, to Sir John of Wemyss of that ilk; but this was to last only until the death of Melville's father, when he would make a new bond of manrent like that by which his father was presently bound, which apparently involved no household service.<sup>51</sup> In only two bonds is there little or no

47. Maxwell 5, 7, 14, 16, 24.

48. Hepburn of Hailes 1.

49. Maule of Panmure 4. Another bond in this collection puts a rather different emphasis on the household; on 2 August 1513, David Liddall, heir to Liddall of Panlachy, gave his bond of manrent to Thomas Maule of Panmure, 'I havand honest sustentation and household of the said schir Thomas quhen I lykis to tak it for myself a servand man and tua hors': Maule of Panmure 2.

50. Cawdor 1.

51. Wemyss 1.

suggestion that this service was limited in any way: that of Alexander Strathaquin of Balmady, who promised, on 23 July 1511, to serve Andrew lord Gray 'in all punctis as ane houshald man suld serve his master and lord',<sup>52</sup> and that of Robert Ferguson to William of Cunningham, lord of Snaid, on 12 March 1458, which is an unusual bond, being made by a man of lower rank than that of laird, who promised household service, in return for a grant of land, which in itself would suggest that the household service could not be a permanent condition, although the bond does not say this.<sup>53</sup>

In the same way that household service was limited and sporadic, so service in a lord's retinue was not standard practice. There are a few bonds which bound their grantors in 'manrent service and speciall retinew', while to 'ride and gang' with one's lord was a common obligation. What this meant was not that lords made bonds with those who formed their normal retinues, but that they required those who gave them bonds to ride with them, to add to and strengthen their retinues on occasions when they so wished. This perhaps helps to explain what was meant by the retinue in Scotland. A certain confusion may be caused by the familiar English indenture of retinue, which was made with men of the same social standing as those who in Scotland made bonds of manrent, and which is therefore their closest counterpart; and the idea of the fee'd retainer is further strengthened by the fact that the word retainer is now used to mean payment for service. But the normal Scottish usage seems to have been the original one of someone who was kept, not in the sense of being paid a fee, but in the sense of being given his keep; that is to say, a member

52. Gray of Kinfauns 1.

53. Cunningham of Snaid 1.

of the lord's household. Thus household and retinue service were closely inter-related, the second being one part of the duties of the first.<sup>54</sup> There may even have been a strong connection for the lairds who promised to perform these services, so that 'household' in the context of the bonds often referred to the people accompanying the lord, rather than the place of residence. This is all that need be said about it here; the lord's reasons for demanding these services are obvious enough. But certainly this small number of examples of a short-term and restricted form of household and retinue service can hardly be said to affect the general conclusion that the men who made bonds of manrent, and whose bonds were worth having, were lairds of independent standing, separate from the immediate household and retinue of their lords.<sup>55</sup> And indeed, the bonds in which the grantors bound themselves to make their fortalices and houses open to their lords when required are a much better indication of the status of these men and their relationship with their lords, than the small

54. Three of the normally imprecise acts of parliament on the subject of the size of retinues seem to bear this out. They do not mention retinues; they say that lords should ride with no more than the numbers he may have in his household: in 1366: 'nullus prelatus comes baronus vel alius cuiuscunque condicionis existat ecclesiasticus vel secularis equitet cum maiori familia in personis vel equis quam deceat statum suum'. In 1458: 'na man bring with him na personis than ar in his daily houshalde and familiaris'. And in 1536: no man to come to 'courtis nor gaderingis witht na personis na thai may daile sustene in houshald' unless he was a royal officer. *APS*, i, 499; ii, 51 and 351. A very clear statement of the inter-relation occurs in a bond of 1546 by John Brisbane, young laird of Bishopton, to Robert master of Boyd, which included Brisbane's promise to 'ryd or gang with him in his houshald'; Boyd of Kilmarnock 2.

55. 'Independent standing' may seem a curious phrase to use of men who made bonds. But the point is that the bond of manrent was not a method of subjection: it did not detract from the dignity and position of the lairds; and indeed it left them considerable independence and freedom of action.

number in which they promised to serve as part of their lords' households.

When, therefore, Gilbert Menzies of Pitfodell, provost of Aberdeen, gave a bond of manrent to George earl of Huntly, on 1 June 1588, in which he rather self-consciously dragged in a promise to accompany his lord 'in peace and weir lyk as utheris gentilmen of the countre of our rank and estait',<sup>56</sup> he was perfectly correct. Bonding was reserved for the 'gentilmen'.<sup>57</sup> Any lord, whether he was an earl or a laird, had of course lesser men to draw on for service, these men who were most constantly with him, who would turn out to ride with him, fight for him and so on, and whose names are sometimes recorded, showing them to be truly dependants and servants, having no lands of their own: the kind of men who hung about their lord's household, living on, for example, the earl of Huntly's 1,389 capons and 5,284 eggs made famous by Professor Donaldson,<sup>58</sup> but whose

56. Gordon 71.

57. The concept of the 'gentleman', to describe either all those who were of gentle as opposed to lowly birth, or more precisely those who were not of peasant or common stock, but were not noble, was one which had come into general use in the fifteenth century, in Europe as in England and Scotland. It is used here clearly in the second sense. It should be said that it was also used to describe the more superior members of a lord's household, the 'gentleman servants'; but these were not people with whom bonds were made.

58. Donaldson, James V-VII, 7.



relationship with their lord was not dignified by the making of a bond.<sup>59</sup>

It is impossible in this subject to draw dividing lines with absolute precision. In general the following of a lord consisted first of the men of his surname, with whom he did not make written bonds, secondly of substantial lairds, with whom he did, and then of other lesser people; but there are obvious reservations to this. It was, after all, inevitable that the three main ways of building up connections - kinship, bonding and marriage - should overlap, in what was a highly restricted group of people, marrying almost exclusively within their own class. Yet there are recognizable, if sometimes rather hazy dividing lines, and these were undoubtedly recognized in the fifteenth and sixteenth centuries. One of the most familiar phrases in every kind of record of this period is the 'kin freindis allys parttakaris tennantis servandis and dependaris'. While it is true that phraseology was subject to variation, just as the social divisions were, it is nevertheless possible to identify this list precisely, on the basis of the various groups who came together to form the following of a lord. The kin referred to men

59. Even allowing for the fact that bonds with lesser men might have a very small chance of survival, the almost complete absence of any such documents is striking. In the search for bonds of manrent, two lesser bonds were found, neither of which were simply straightforward bonds between lords and servants. The first, dated 11 June 1536, is a charming one by one Thom Dawson, promising to work in the garden of Huchon Rose of Kilravock, in return for sustenance and a weekly wage of 4d. But Thom was a burges of Paisley, and was himself bringing a servant with him; and this bond provides the homely and pleasant picture of a perhaps elderly Lowland burges moving for the rest of his life to look after an orchard and garden in the north - even if Kilravock was not always the most peaceful place to be: A Genealogical Deduction of the Family of Rose of Kilravock, 1290-1847, (Spalding Club, 1848), 204. The second bond is by a servant of the Countess of Eglinton, John Zallowleys, who had stolen cloth, wool and linen clothing from his mistress' wardrobe, and on 2 October 1594 returned it with a bond promising honest service to the Countess, and to any other whom he should subsequently serve: Fraser, Montgomeries, ii, 233. No doubt there are others in existence; but the sample given here certainly suggests that they were rare documents, made in exceptional circumstances.

of the surname; friends to those social equals on whose support a lord could count; tenants those whom he controlled through land-holding; servants and dependants the lowest grade, the men who formed the main part of his household and retinue; and the allya and/or parttakers - those who bound themselves to take their lord's part, the group of independent lairde, related distantly or not at all, who gave him their bonds.

This list demonstrates the place of the men who made bonds of manrent within a lord's alliance. It also suggests a very obvious reason why there were written bonds at all, for these men, along with the social equals who made contracts of friendship, were the only groups on this list over whom a lord did not have some fairly effective hold, whether through obligations of kinship, tenure of land, or residence in his household. Moreover, a further point about the grantors of the bonds was that, by virtue of their social status, they themselves had followings similar to, if smaller than, those of their lords: kin, friends, etc. Their position, therefore, as independent and sometimes very powerful lairde had practical consequences which suggest why it was that lords were interested in making bonds with them, to attract them to their following. At this point, the question which has been so far considered, of who made the bonds, becomes inextricably bound up with the question of why they were made, for much of the answer to this second question is to be found in the social status not only of the grantors of the bonds, but also of their lords.

The obvious quick explanation of why lords sought bonds of manrent is that they wanted to increase their power. But because of the position of the men who made bonds, increase of power meant more, in this context, than the simple numerical addition to alliances. What it involved was,

first, the assertion of the lord's superiority over men who themselves had influence within his own locality, and secondly, the extension of his own influence by bringing in to his following not merely individuals but groups. The first part of this is a matter of the lord's status, the second of the laird's; and it is most convenient to look at these aspects in that order, to turn for the moment from the direct discussion of the status of the lairds to consideration of the position of the lords.

It is self-evident that the recipients of bonds of manrent, whether they were earls, lords or themselves powerful lairds, were the social superiors of the grantors; the essential feature of a bond of manrent was that it was an obligation by a lesser man to a greater. The question arises, however, whether this was in practice so self-evident; in other words, did a bond of manrent simply reflect an accepted social order, or was it used to bolster up that order? It would seem that there are strong grounds for taking the second point of view, and arguing that bonding was used by lords, in particular by the magnates, as a means of asserting themselves as the dominant men of their area, if only by the simple expedient of making more bonds than anyone else. There is every indication that such assertion had become very necessary in the later middle ages. This was a period when there was a far greater degree of interest and concern than formerly with questions of rank, of title, of status, of precedence;<sup>60</sup> and it is a reasonable assumption that such concern was a reflection of the fact the social distinctions between the greater and the lesser were becoming blurred and challenged. This is not a subject which

60. This is brought out by J. Enoch Powell and Keith Wallis in their discussion of the late fourteenth and fifteenth centuries in The House of Lords in the Middle Ages, (London, 1968); for example, in the chapter entitled 'A Closed Peerage, Two Houses and Three Estates'.

has so far been looked at in Scotland; but there is evidence of precisely the kind used to demonstrate this process in England and Europe, which suggests that it was happening here as elsewhere. The growth in fifteenth century Scotland, for example, of the class of lords of parliament, whose origins are as yet obscure, and the defining of their titles, may have been part of this process of 'sharpening self-consciousness about their social status'.<sup>61</sup> 'Sharpening self-consciousness' can certainly be applied to the undertaking of Hugh lord Fraser of Lovat, in his bond of 2 May 1543 to George earl of Huntly, that he would defend him 'as ony lord or baroun dois to his erle or lord';<sup>62</sup> and equally to the promise by Gilbert Menzies of Pitfodells, already quoted, to serve his lord as do 'utheris gentilmen....of our rank and estait', both of these being variations of a phrase common enough in the bonds, 'as a man sulde do til his lord', which reflect pre-occupation with status. The use of the word 'gentilmen' in the second of these bonds has already been mentioned; in general, the widespread use of this word in the later middle ages was very much a part of the scramble to emphasize status. Likewise this is demonstrated by the introduction in the same period of sumptuary legislation, which Lawrence Stone describes as part of the 'attempts....made to put the authority of the State behind the enforcement of the ideals of hierarchy and social stability'.<sup>63</sup> Thus, by the legislation of 1429, only knights and lords who had at least 200 marks per annum could wear silks, furs, embroidery and pearls; while 'na yemen na comon to landwartis wer hewyt clathes siddar na the kne na yit regyt clathes bot allanerly centynal yemen in lordis

61. Du Boulay, An Age of Ambition, 61.

62. Gordon 35.

63. Stone, The Crisis of the Aristocracy, 27.

housis at ridis witht gentill men thar masteris the quhilkis sal haf narrow slewis & litil pokis', and, no doubt salutary reminder, 'all gentill menis wifis be nocht arayit exceedand the estate of thar husbandis'. Similarly, rank and wealth determined the arms one could bear; £20 per annum or £100 in moveable goods were needed before one could be 'wels horsit & haill enarmyt as a gentill man aucht to be'.<sup>64</sup>

In this context, one aspect of retinue service, which has already been referred to, becomes very relevant. The retinue was an obvious way of emphasising status; as with the clothes that he might wear and the food that he might eat, so the size of a man's retinue depended on his rank. The attempts of the state to control this particular ideal of hierarchy were not very intensive, no doubt because they were not enforceable. Over-large retinues in general were legislated against only by David II and James I; otherwise such legislation as there was on this subject was concerned exclusively with retinues brought to law courts and conventions. The practical implications of this legislation are something to be considered later.<sup>65</sup> What is of interest here is that every act which dealt with this matter took as its criterion for the size of the retinue the rank of the lord, although all were silent on the precise question of what constituted an acceptable following. Thus James I's act of 1424 simply said that 'na man of quhat estate degre or condicioun he be of rydande or gangande in the cuntre leid nor half as personis witht him na may suffice him or till his estate and for the quhilkis he will mak full & redy payment'.<sup>66</sup>

64. APS, II, 18. As well as the legislation quoted here, similar legislation applied to food; delicacies, as might be expected, were reserved for the upper classes.

65. See below, pp. 269-82.

66. APS, II, 3. The acts which referred to the household as forming the retinue have already been cited. All carry the same implication: the greater the lord, the bigger the household. None give any indication of the numbers involved.

Only James VI made any attempt at definition; on three occasions he tried, through the Privy Council, to stipulate what the ordinary following should be. On 4 July 1583, the council laid down that anyone who should 'repair to his Majesties presence, or within sex mylis to the place of his residence' should be unarmed, and should bring only the numbers here specified: fifteen horsemen for an earl or bishop; ten for a lord, abbot or prior; and six for a baron, knight, gentleman or landed man.<sup>67</sup> This particular ordinance was undoubtedly provoked by the Ruthvens, from whom James had escaped only the previous month, which explains the exclusive concern with men coming to the king's presence. Seven years later James tried again, this time on a more general point. In order to prevent 'greit convocations of nobill men, baronis and otheris personis oftymes armit' at justice courts and conventions or on their own affairs, it was ordained on 13 July 1590 that the act of parliament of 1584, which had in general terms reiterated earlier acts, should be strictly enforced; and that specifically no earl coming to the king, to justice courts or conventions in Edinburgh, or on private affairs, might bring more than twelve men, no lord more than eight, and no baron more than five, all unarmed.<sup>68</sup> The excessively small numbers of this ordinance can hardly have satisfied the baronage; they were quite unrealistic, and it may have been pressure from the magnates which forced James to concede an increase in the numbers, seven months later on 3 February 1591, to twenty-four for an earl, sixteen for a lord, and ten for a baron.<sup>69</sup>

67. *RPC*, III, 576.

68. *ibid*, IV, 508.

69. *ibid*, IV, 573.

The fact that this legislation deals, in the main, with retinues brought to courts and gatherings suggests that what was being attacked was not the using of retinues, perhaps even large retinues - for the number 'daily sustained in household' of a lord might be well above the numbers which James VI stipulated - but the addition to the normal retinue, in certain circumstances which directly touched the central government, of an inflated number of men outwith the household, men who would be either prominent kinsmen or lairds from whom a lord had received bonds. But on one point, government and nobility were agreed: that any man of substance naturally had a retinue, and that within limits, which were the matter of dispute, these retinues could be used to emphasize status, to make a splash. There is virtually no evidence that the Scottish nobility made use of livery; certainly it was never the vexed question in Scotland that it was in England.<sup>70</sup> But the sumptuary law of 1429, which allowed commoners when riding with gentlemen to wear rather better clothes than usual, reflects the idea that prestige was an important consideration. So also does the description, in the seventeenth century Laureus Leslieana, of the late sixteenth century laird John Leslie of Balquhain, who was never seen without his retinue of twenty men;<sup>71</sup> and the account of the visit of William earl of Douglas to Rome in 1450, where the size of his retinue and his lavish expenditure caused him to be 'commended by the Sovereign Pontiff above all pilgrims'.<sup>72</sup> From the point of view of the magnates, therefore, there was every incentive, for the sake of making a good show, as well as for other reasons, to improve on

70. The fifteenth and sixteenth century legislation makes no mention of livery. Only in the Fragmenta Quaedam Veterum Legum et Consuetudinum Scotiae, in a section dealing with those who may not stand in assize, is there a reference to 'nane that his lifray veris': APS, i, Appendix V, 744.

71. 'Fuit hic Joannes provinciae Aberdonensis vice-comes, tantaque cum magnificentia vixit, ut non nisi viginti equitibus stipatus incedere soleret'. Quoted in Aberdeen-Banff Collections, 108, n.2.

72. A.I. Dunlop, The Life and Times of James Kennedy, Bishop of St. Andrews, (Edinburgh, 1950), 364.

the official recognition of their right to have a retinue which befitted their status, by adding to the retinues formed from their household men the lairds from whom they had received bonds.

Almost certainly, however, this interest in the definition of rank was not mere snobbery. It has already been suggested that it was produced by a blurring of the hierarchical gradations, and it would seem that the major factor in this was economic, 'precisely because the redistribution of wealth called for modes of behaviour to justify the "nouveau riche" to himself on the one hand, and to assert on the other the immemorial predominance of the lord';<sup>73</sup> in other words, this redistribution meant, among other things, that great men were not so distinguished from lesser men by wealth as they had formerly been. How far this was true in Scotland is not something which can be stated with any certainty or precision, until much more is known about the economic prosperity or otherwise of individual families of this period;<sup>74</sup> but it seems a reasonable hypothesis, especially in the sixteenth century, when the feuing movement, together with the decline in the value of money, was all the time working to the advantage of the lairds. This would undoubtedly

73. Du Boulay, An Age of Ambition, 61.

74. One piece of evidence on this point is the list of hostages for James I in 1424, which gives their money values: Calendar of Documents relating to Scotland, ed. J. Bain, (Edinburgh, 1881-8), iv, no. 952. One cannot deduce a great deal from a single list. But it is interesting that already Campbell of Argyll was among the wealthiest; and that among those at the lowest level was Alexander lord of Gordon, valued at 400 marks. His descendants as earls of Huntly were to become the most powerful magnates of the north-east; but he was worth only half as much as Hay of Erroll, whose descendants as earls of Erroll were always junior partners of the Gordons; and he was worth less also than Dunbar of Cumnook, whose family would later, as lairds, make bonds of manrent to the earls of Huntly.



provide an obvious reason for the widespread use of the bond; if an earl could no longer rely on wealth to demonstrate his superior status, he most assuredly could rely on his bonds.<sup>75</sup>

The use of bonding to emphasise status can be seen in another context: when a man moved up in the world. In the mid-fifteenth century, and again in the early sixteenth, there were a number of new creations to earldoms, as well as those of lords of parliament. Thus men like Alexander Seton of Gordon moved from being one of the prominent lairds in their locality to being the local magnate; and for people in this position the bond was an obviously useful device, for by receiving bonds of manrent from those who had formerly been their social equals, and by giving bonds of maintenance to them, they had an immediate means of establishing superiority. This is difficult to document precisely, because the collection of bonds now surviving is far from complete, and it is therefore only a possibility, strongly suggested by some of the family collections. For example, the earldom of Huntly was created in 1444-5; the first surviving Gordon bond was made immediately before the creation, in 1444; and there exist sixteen bonds made before 1500. In the Hay family,

75. There seems to be agreement among historians that this was a period of economic upheaval, which had considerable effect on the traditional social order. General comment on this is found, for England, in A.R. Bridbury, Economic Growth: England in the Later Middle Ages, (London, 1962), and for Scotland, in T.C. Smout, A History of the Scottish People, 1560-1832, (London, 1969), in the introductory section on the middle ages. More specifically, Professor Smout, writing about the advantages of feuing to the lairds, says: 'Lairds who held in this way might become powerful to support the crown in its efforts to restrict the faction of the nobles, although lords were often able to maintain their control over the feuar's loyalty either by involving them in bonds of manrent....or by feuing only to their own kin': *ibid*, 137. This puts the point very clearly, although I would not agree with the view that the reason why control was thought desirable was to prevent the lairds from supporting the crown.

whose earldom of Erroll dates from 1452, the bonds do not start until the time of the third earl who succeeded in 1467, apart from one contract of friendship made by the second earl to the earl of Huntly; but the third earl received thirteen bonds, and there is one reference to manrent in a grant of land by the first earl. Laurence lord Oliphant, first referred to by this title in 1463, made fifteen bonds and contracts between 1469 and his death in c.1500. These figures may seem small; but in fact they form a large proportion of the extant fifteenth century bonds. In the sixteenth century, the Hamilton bonds begin with the first earl of Arran, with the exception of an isolated bond of 1489; and the second earl quite clearly used bonding as a means of safeguarding himself as governor in the 1540s. Likewise John Campbell of Cawdor, who acquired in 1510 not only title, but lands in a new area, began bonding in 1516. And although the first extant obligation of manrent to the earls of Argyll is dated 1513, there is enough evidence from the second half of the fifteenth century to show that they also began to make use of this device soon after the creation of their earldom in 1457-8.<sup>76</sup>

There is one other group of bonds to be considered here, which can probably be most readily explained in terms of the desire to emphasise status, although not in this case in order to reinforce recently acquired position. This is the quite exceptional collection of the bonds of the Campbells of Glenorchy, exceptional in size, in make-up and in content. There are 162 bonds of manrent made to the Campbells between 1510 and 1611, of which thirty-eight were made to Colin sixth laird of Glenorchy, and the staggering total of 116 to his son Duncan seventh laird, who thus collected more bonds himself than did either the earls of Argyll or the earls of Huntly in the whole period when bonding was common. Both these

76. See Appendix A, 'Argyll' and 'Argyll Lost Bonds'.

lairds had their 'bukis of bandis of manrent'. Colin's was described as 'extract furth of the notaris protingalles under wrytin and the principle contractis under the partiis subscriptiones', and in fact most of his bonds were in the form of a notarial record narrating that men came to Colin and promised manrent and service; and the whole collection was indexed. Duncan's book consisted of the texts of bonds of manrent, possibly copies to begin with, but certainly after 1596 the original bonds themselves, which were signed by the grantors and witnesses. Most of them were fairly short, and although not standardised, showed rather more tendency towards standardisation than any other collection. Almost all included the promise of calps, described as the best eight of the man's goods and gear or, less frequently, the best brindle beast, to be given to the chief on his death; some contained the promise of a bairn's part of gear, and some, made to Duncan, the obligation to visit the chief's house once or twice in the year bringing sufficient gifts, and to help as far as possible when he had lands to buy or redeem, or daughters to marry. The majority of those who made bonds to the Campbells were a quite different group from the lairds, who were the men who normally gave bonds; they were the small tenants on the Campbell lands in Perthshire, mainly in Balquidder, Glenlyon and the area south of Lochtay, some of whom clearly had very little in the way of material possessions;<sup>77</sup> and most spoke Gaelic, not Scots.<sup>78</sup>

77. See, for example, Breadalbane 30, where the grantors promised to serve Colin at his expense until he should 'stayk thame with sum rowmis or stedingis', which would enable them to pay their own expenses; and Breadalbane 97, which included the promise of bringing gifts to Duncan twice each year - but only by those of the grantors who had houses of their own.

78. SRD, Breadalbane Muniments, GD 112/24. Even before 1596, it is likely that the books were the only record of most of these obligations. Only a few separate bonds now survive, and these were made by other lairds; probably separate bonds were not made by the great majority, the small tenants.

The presumption is that this remarkable family collection was made up by the lairds of Glenorchy using their notaries, in particular Gavin Hamilton, Duncan's servitor, who wrote most of his bonds, to record in Scots a promise made verbally in Gaelic. The problem of why they did this on such a scale is rather more difficult; for presumably, in view of the people who made the bonds, it was easy enough for the Campbells to command service from them without having it recorded in a language which many of them would not have understood. One possible explanation is that there was an advantage in having a convenient record of those from whom they would obtain calps and other material services; here there was a point in the written record. Moreover, the need to offset a particular local threat, the threat from the Macgregors, is reflected in a number of the bonds.<sup>79</sup> And the particular concentration of bonds made to Duncan in the years 1585-7 may have been the result of the temporary breakdown of the unity of the Campbell kin-group with the succession to the earldom of a minor in September 1584, thus weakening Campbell influence and control.<sup>80</sup> But more generally, the extensive bonding of the Campbells of Glenorchy is probably a reflection of the efficiency and expansionist policy of a family who did not regard themselves simply as highland lairds.<sup>81</sup> Duncan, laird of Glenorchy for almost half a century, was clearly a man of dominant personality, who extended his possessions in Perthshire, carried through an impressive building programme, travelled abroad and was an effective estate manager, taking an interest in, among other things, horse-rearing.<sup>82</sup> He

79. Breadalbane 13, 14, 16, 18-25, 62, 108, 160; see also Argyll 39.

80. See below, pp. 310-1.

81. I am indebted for this idea to Mr. Donald Mack of the Department of Celtic in the University of Glasgow, who gave me a great deal of help in trying to assess the significance of this unique family collection.

82. 'The Black Book of Taymouth', written by Walter Bowie in Duncan's lifetime, and giving a glowing account of his patron's achievements: Taymouth Bk, 23-72. Even allowing for bias, these achievements were impressive; *ibid*, iv-vi.

and his predecessors were, under the earls of Argyll, the most important members of the very powerful Campbell kindred; and they give the same impression of a family who imposed their will on the highland society over whom they had control, rather than becoming wholly assimilated into it. The consistent increase of Campbell power in this period can be explained not only by the impressive record of the earls of Argyll themselves, but also by their ability to retain the allegiance, with few exceptions, of the heads of cadet branches of their kin, and here the Campbells of Glenorchy had a particular importance. The conclusion seems to be that the policy of the lairds of Glenorchy should be seen in terms of the wider policy of the Campbells to build up a pre-eminent position of influence and strength. The lengths to which Colin and Duncan went are unique. If they were inevitably dealing with lesser people than were the earls of Argyll, they undoubtedly managed to outdo the heads of their kin in the extent of their bonding; and it is not hard to imagine the impression of the unchallengeable control and dominance of these lairds created in the minds of those who came to them to make their obligations of service and the giving of calps and saw them written down by a notary as formal bonds of manrent in the 'buke of bandis'.

This groups of bonds of manrent has been looked at in rather more detail because it contains unique features, and cannot simply be considered in terms of the general collection of bonds, into which it does not wholly fit. But on the more general point, it is clear that for most lords who received bonds of manrent, one of the advantages of these bonds was that they served as written acknowledgement of superiority, made by people over whom they might otherwise have little or no control. Recognition of status seems in this period to have been regarded as increasingly necessary; and the bonds can reasonably be seen as providing a practical method of achieving that recognition. But clearly there was more to

bonding than this. The second major reason, from the lords' point of view, for the making of bonds, was the obvious one of the building up of their followings. Having acquired control over lairds in his locality through their obligations of allegiance and service, a lord then had a very powerful means of extending his influence and dominance; and he had it because of the status and position of those who gave him bonds of manrent.

To begin with a very general point: the list of all those known to have made bonds of manrent shows where they themselves held land, and so demonstrates very clearly the extent to which, geographically, a lord sought to have influence through his bonds.<sup>83</sup> The most notable example is that of the earls of Argyll, who in the course of the sixteenth century built up extensive connections in Kintyre, Knapdale, Lorn, Cowal, Appin and in the Isles; and through the Campbells of Glenorchy and Cawdor, in Perthshire and Moray. The earls of Huntly entered into bonds with the major families of Aberdeenshire, Moray, and those as far west as Kintail, and north in Caithness, Sutherland and even Orkney; they had more isolated connections in Fife and Perthshire; they received bonds from the Homes, whose lands bordered on what was by the later middle ages a very minor concern, their original Gordon lands in Berwickshire; and they maintained a fairly consistent alliance with the earls of Erroll, who were themselves allied to another group of Aberdeenshire families, mainly in the west of the shire, and also to a few whose lands lay in Perthshire, near to their original seat of Errol. At the height of his power in the 1540s, James earl of Arran as governor had a solid backing of families to the west of his own lands, in Ayrshire, down into Galloway, and in Bute; in the early 1550s, after a somewhat squalid power struggle with the Stewarts of Bute which resulted in his acquisition of the island of Arran, a group of

83. See Appendix A.

supporters there also; and as well as this consolidated group, alliances with individual families to the east, in Stirlingshire, West Lothian and Fife; in the borders with the earl of Angus and the Maxwells; and in the north with the earl of Erroll. In the same period, Mary of Guise, casting round much more widely for support, rather than building it up in one particular area, received bonds from the earl of Huntly and the earl of Sutherland in the north; from families in the Isles, Perthshire and Angus; on the borders from the Scotts of Branxholm; from the area round Edinburgh; and once getting a foothold in Arran's territory, from Cunningham of Glengarnock. Because of the political circumstances in which these alliances were made, these last two cases are not entirely typical; this is more particularly true of the general spread of Mary of Guise's bonds, for Arran's concentration, on the whole, on those families whose lands were close to his own follows the normal pattern. But all of them indicate what the magnates could hope to achieve; bearing in mind that this was only one of the ways in which a lord built up a following, the influence which magnates like Huntly and Argyll might have over an extensive area through the making of bonds is impressive.<sup>84</sup>

Magnate influence over what could be a very wide area arose directly from the fact that it was the lairds who made bonds; for in practice what happened was that within each locality the various lesser social groups became attached to and involved with the greater, that of the lord. This was consciously recognised and emphasised as an important

84. The other thing that a geographical survey indicates is the potential danger of bonding when areas of influence overlapped or clashed, when, for example, the earls of Huntly and Erroll bound themselves to disputing parties, thus putting strain on the elaborate network of alliances in the north-east. It is mentioned only in passing here; but it will be looked at in more detail later, particularly in the case which caused immense trouble in the north in the late sixteenth century, the attempts of the earls of Moray to challenge the pre-eminent position of the earls of Huntly. See below, pp.312-23.

feature of bonding. Although the fifteenth-century bonds rarely made explicit reference to the grantor's kin, friends and servants, those in the sixteenth century frequently did, either binding the grantor's following at the beginning of the bond, or referring to them as bound to take part in a particular obligation, often, as might be expected, to 'ride and gang', and to assist the lord in his actions, causes and quarrels. And the other aspect of this was the undertaking by the grantor to give assistance or counsel to his lord's kin and friends, or to warn them of harm, although inevitably this undertaking was much less often included.<sup>85</sup>

That the grantor of a bond involved his own kin and friends, and was willing to incur any obligation, even if it was limited, towards the kin and friends of his lord, meant that his bond of manrent was a document of considerable potential or real social consequence; for each individual bond, while only one small element in the building up of a social group, in practice extended its scope to include what might be a considerable number of people. The effectiveness and advantage of this, from the lord's point of view, was all the greater in that there was in bonding, as in patrilineal kinship, an avoidance of conflicting loyalties, to a remarkable degree. It was very rare for men to give their bonds to more than one lord.<sup>86</sup> And bonding did not in any way disrupt or cut across the kin group. Members of the biggest kin groups did not move outwith their own kindreds; it is unusual to find, for example, men of the surname of Gordon or Campbell or Hamilton making bonds to the heads of other kin groups. What did happen was that the people who made bonds of manrent were themselves heads of lesser kin groups - the Frasers, the

85. See above, pp. 68-73, where this point is discussed much more fully.

86. See above, pp. 60-2.



Forbes, the Mackintoshes and others - binding themselves to the heads of the greater kindreds. When therefore, lords received bonds of manrent, they could be reasonably certain that, unless they quarrelled with their men, they had a group of supporters with a high degree of reliability, not one which was subject to conflicting claims.

What this meant to the lords in terms of precise numbers is as impossible to define as the size of the kin groups. There are some general indications which can be cited, in such things as remissions and letters of protection, where lists of names are given, but these are too isolated to give more than a general impression. To take one example, there is a group of such letters issued by James V immediately before he set out in pursuit of profitable matrimony in France on 1 September 1536, on behalf of the kin, friends and servants of those who were to accompany him. On 28 August, protection was promised to 200 of the kin, friends and servants of Archibald earl of Argyll,<sup>87</sup> and similarly on 31 August to 200 kin and adherents of James earl of Arran.<sup>88</sup> The reasonable degree of accuracy of the first figure at least is shown by the detailed letter issued to Argyll on 28 August, in which 202 names are listed.<sup>89</sup> Men of lesser rank could also produce an impressive following. The letter given to James Gordon of Lochinvar on 28 August named 43 people; and this is completely

87. RSS, 11, no. 2150.

88. *ibid*, no. 2173.

89. *ibid*, no. 2152: the list is made up of 32 men of the surname, 54 lairds, and 116 lesser people.

overshadowed by the remarkable number of 196 in the letter to Malcolm lord Fleming on 31 August.<sup>90</sup> And at the end of each is the familiar refrain of the kin, men and servants of those named; an indeterminate phrase as far as numbers go, but, for example, in the case of almost half of those named in the Argyll letter, certainly not a mere jingle, without meaning. Another rather different piece of evidence comes from a document of 4 January 1582, which lists the members of the household of John earl of Mar. Apart from himself, his mother and her gentleman servants, forty-three people are named: twenty-one maintained within the household, and a further twenty-four without, the falconers, attendants and boys of Mar's household men.<sup>91</sup> How typical this is of the size of an earl's household is, of course, not known; the fact that earl John was suffering from financial problems, which are the subject of this document, may suggest that he was forced to make do with a small household - though conversely it may imply that it was too large. But the figure may be taken as a very rough indication of the size of the nucleus of an earl's following, his household; this rises to about 200 when his kin, friends and adherents are added; and on top of that are the lesser members of his kin, and the kin and friends of his more important adherents.

Contemporary accounts of the total numbers of these alliances are obviously unreliable and exaggerated. It is difficult to believe the

90. RSS, ii, nos. 2155 and 2167. A list of numbers of men brought by eighteen lairds to the weaponsheaw held by lord Maxwell in 1541 produces numbers ranging from 16 to 200; but most could turn out 40 to 100 men: HMC, Fifteenth Report, Buccleuch, i, 66.

91. SRO, Mar and Kellie Muniments, GD 124/7/20.

figure given in the letter from Sir Adam Otterburn, provost of Edinburgh, to Mary of Guise, on 26 November 1543, which said that the earl of Angus had sent one of his gentlemen to inquire if Otterburn 'wald suffir him to cum heir accompanyt with his frendis to the noumer of thre thousand hors';<sup>92</sup> and equally when it is recorded that in 1543 'the cardinall, the erlis of Lennox, Argyle, Huntlie, and Bothwill, the lord Home, with mony uther gentilmen of the west and north pairtis, quha decernit to come contrair the governour....past to their places, and ilk gadderit their awne folkis' and on 21 July, the Cardinal and the earls of Lennox, Huntly and Argyll 'come out of Striueling to Leith, to the number of ten thousand men'.<sup>93</sup> But more significant than the fact that the figures cannot be taken literally is the impression of strength and power which was being put across; and in the context of building up this power, bonding had a place of great importance. One of the best examples of this is that of Cardinal David Beaton. No details are known about his following. There is a surprisingly limited letter of protection to him, of 15 July 1541,<sup>94</sup> in which only forty-nine people are named; a few bonds and contracts made by him survive; but that is virtually all. Yet two descriptions of him give a tremendous impression of power, and of confidence in that power which came from his alliances. The first comes from a report written on 8 June 1543 by William Parr to Henry duke of Suffolk, which says of the

92. The Scottish Correspondence of Mary of Lorraine, ed. Annie I. Cameron, (SHS, 1927), 47. It is perhaps surprising that Angus should have felt it necessary to make the request - and that Otterburn should have been able to reply 'quhilk I refusit'.

93. Diurnal of Occurrents, 28.

94. SRD, ADC at S. vol. xvi, ff. 39v - 40r.

Cardinal that he 'kepethe a great hous of substantial men and gevethe greate ffees and such a house as was never holden in Scotlande undre a King'.<sup>95</sup> The second is by John Knox, who in a virulent passage about the 'proud' and 'carnal Cardinal' described him as regarding himself, in the period immediately following the execution of 'this blessed martyr of God' George Wishart, in 1546 as 'stout enough for all Scotland: for in Babylon, that is in his new block-house (the castle of St. Andrews) he was sure as he thought; and upon the fields, he was able to match all his enemies. And to write the truth, the most part of the nobility of Scotland had either given unto him their bands of manrent, or else were in confederacy and promised amity with him'.<sup>96</sup>

From the making of bonds, then, lords acquired power. Obviously the use of this power depended ultimately on the individual, and on his particular circumstances. For men like Cardinal Beaton, a national leader, interested only in national politics, or James earl of Arran, building up his position as governor, or Archibald earl of Angus, seeking to sustain his seizure of power in the 1520s, bonding can be seen in terms of a mediaeval political power-game. There is, however, a great difference between these people and men less totally involved in national affairs, and as much or more interested in their localities, which was the more normal situation: men like the earls of Huntly or Argyll, and the Campbells of Cawdor and Glenorchy and other lairds.

95. BM, Additional MS. 32,651, f.16r. There is a unique phrase in one of Beaton's few surviving bonds which vividly reinforces Parr's description. In 1529 Beaton as abbot of Arbroath gave a bond of maintenance to James Ogilvy of Airlie, and included a promise to receive Ogilvy with six men and horses in his house, with 'bueche of court' at his expense. This is the only example I have found in a bond of the Scots version of the French 'bouch au cour', the allowance for food at the table of a king or great lord: Archbishops of St. Andrews: Beaton 1.

96. John Knox's History of the Reformation in Scotland, ed. W.C. Dickinson, (Edinburgh, 1949), I, 75.

But whatever the individual motives of the lord, obviously he had to offer some kind of inducement to those who gave him their bonds. As lords made bonds to attract to themselves a larger social group than that supplied by their kin, so men made bonds to become part of that group, expecting not simply to benefit their lord, but to gain some practical advantage themselves; and the practical advantage, which might operate in numerous different ways, lay in the 'help supple mantenance and defence' of which they were assured by their lord. Thus the promise or the bond of maintenance, without any more specific explanation, is the most frequently mentioned reason for bonding given in the bonds themselves, what this involved in general terms being sometimes described as assistance in all the man's actions and quarrels lawful and honest, protection against harm, and the giving of counsel - in other words, promises exactly corresponding to those given in the bond of manrent.

Maintenance is a word which still retains a measure of the sinister implications ascribed to it by earlier generations of historians. But it should not be seen in emotive terms. However much individual usage might vary, there was a certain ideology behind bonding; the concept of maintenance was a fundamental one in this type of society, not as a matter for moral judgement, but as one of sheer practical necessity. A lord was expected to be loyal to his friends and to give protection to his servants because this offered some chance of relative security. This is brought out over and over again. Phrases in the bonds, for example, such as 'as ony lord suld do', which are written in without any particular stress or prominence, testify to the fact that this was regarded as the natural order of things. The account of the twelve virtues of a nobleman, written in France, and translated into Scots and printed in 1508 under the title 'The Porteous of Noblenes', gives as the first virtue faith:

'allmychti god....to hald and stable this world in concord and unite....has ordanit every thing in his proper office Sum till haf lordeships and otheris to lif in subiectioun and servis for to kepe faith and lyf in to Iustice....For god has made & ordanit the condicioun and nature of nobilnes for to kepe faith and lif in to Iustice'.

The second virtue is loyalty or truth:

'for treuth and lawte nobliss war first ordanit and stablit till have lordeships abone the common peple and thairfor to thaim was gevin his honour manrent and service of thar subiectis. Thai ar nocht sa his set nor ordanit for to reif or tak be force in ony way bot thai ar haldin in werray richt and resoun for to serf thair king and defend there subiectis and the maire thai be rewardit with honour and the mair dignite that thai cum to Thai suld be the bettir condicionit and do and manteine all thar thingis the mair avisitly in resoun'.

And of the nobleman who fails to do this,

'I saye thai ar becummyn mair carlis and of mair vyle condicioun than be dronkart or ruffien that sellis his land to lif in harlottry O noble man in nobilnes the richtis of lawte and treuth ar contenit and in special to kepe fermely in hert thir twa poyntis to serve thair king and defend thair subiectis'.<sup>97</sup>

Very much the same idea about how a lord should use his dependants is expressed by Robert Lindsay of Pitscottie, writing in the late sixteenth century, in the speech he puts into the mouth of Sir William Crichton, pleading with William earl of Douglas, shortly before the Black Dinner of 1441.

'Remember', he tells him, 'the high fortune that ye are promotit to the greit dependance (of Vassallie) and landis (sic) of manrentis witht uther great strength and power.... ar nocht committ to you that ye sould be mair insolent thairfor thinking thairby to oppres inferiouris or yet misken the maiestatis appoyntet be the plesour of god and consent of the nobilitie bot rather gif the king has gevin you all thir foresaidis of his awin benevolence and plesour it becomes you to have him in all honour and reverence, obedience to his charge and plesour, and above all thingis to defend the commons weill nocht regarding lyfe land nor goodis for mantening of the same in peace and rest'.<sup>98</sup>

97. Asloan Manuscript, i, 172-4.

98. Pitscottie, Historie, i, 41-2.

As far as historical accuracy goes, this speech is an invention, as is much of Pitcottie's whole account of the overweening pride and fall of the Black Douglasses; but the ideas it reflects are not invention, and can be accepted as a dramatised version of something that was commonly felt.

Literary accounts such as these may be queried on the grounds that they are exaggerated or over-simplified; and so they no doubt are. But they are reinforced by practical examples. On 25 December 1566, for example, Archibald earl of Argyll conveyed to Colin Campbell of Glenorchy the manrent and service owed to him by the Clan Tyre in Balquidder, on the grounds that they were nearer to Colin, who was therefore better able to protect them;<sup>99</sup> this can hardly be other than a sincere enough recognition of the obligations of good lordship. And exactly the same ideas permeate the instructions given to his son and heir by John earl of Atholl, 'haill in spreit and seik in body', on 23 April 1579, the day before his death. First he

'leifs my onlie son and air my wife bairne friendis servantis and dependaris with my lord Flemyng and his sisteris whom I haif brocht up hitherto as my awin to his Hienes protection.... Secondly I command my son to keip friendship and kindness with my lord Earle of Argyll and that house in respect of the proximitie of blude standand betwix thame and grit friendship continewit betwix us and our forbearis whilk friendship continewand may be ane gritt weill to the kingis Maiestie service quietnes of the countrey for the suppressing of lymmeris gif either of them do thair dewty to utheris, and that in na sort the default be in my son'.

And similarly he should stand friend to the earl of Huntly, with the significant reservation 'as far as it may stand with the kingis Maiesties person and will', and also 'keip friendship with all friendis wha has been readie to me and speciallie to my lord Earle of Montrois.'<sup>100</sup> While no doubt the approach of death produced unusual piety, and while it is true

99. Taymouth Bk, 211.

100. SRC, Dalguise Muniments, GD 38/1/69.

that 'the suppressing of lymmeris' could in practice be all too easily equated with the suppressing of those who opposed the earl, even if justifiably, nevertheless in essence the ideal expressed in this document was genuine and widely accepted; and later attempts, particularly in the nineteenth century, to deny this ideal on the grounds that it was translated into practice by some of the nobility in a hair-raising way, are simply anachronistic.

Maintenance, then, was the general incentive for men to make bonds. Allied to it was the assurance of 'sindry gratitudis proffitis and plesouris' or 'gude dedis and thankis'. 'Proffitis' might mean land or money, although neither of these emerge as normal returns for a bond of manrent. Where money was concerned, it might be paid as a lump sum, but was more usually a yearly pension; and only Mary of Guise made a practice of this, her pensions being by far the most profitable: £100, £200, 500 merks, and even £2000 per annum - if they were paid - as compared with £40 per annum, or £40 as a lump sum, or, rather better, 400 merks and 700 merks given by George, fourth earl of Huntly. It is not, of course, surprising to find that land and money do not figure prominently. The age when grants of land were inextricably bound up with obligations of service was long past; land was now very often a matter for separate commercial transactions. And since bonding was practised by those who were already landed men, there was no pressing need for tangible inducements. This is not to suggest that fifteenth and sixteenth-century lairds were not intensely interested in enriching themselves; but the reasons for bonding were different, and the advantages to be looked for were not primarily those of direct financial gain from the lord.

Profits and good deeds might, however, involve material benefits in a more round-about way. For example, James Kennedy of Blairquhan gave a bond of manrent to Colin earl of Argyll on 6 May 1524, partly in return



for Argyll's bond of maintenance, but also because Argyll gave up his claim to the lands of Blairquhan;<sup>101</sup> and James earl of Morton's bond to James duke of Chatelherault on 31 May 1560, was made partly because of the duke's renunciation of any possible right to the earldom of Morton and the lordship of Dalkeith, and for 'sindry utheris divers gratitudis'.<sup>102</sup> And the practical demonstration of George earl of Huntly's maintenance and help to Donald Robertson, apparent heir of Struan, in 1586, consisted of procuring from James Menzies of that ilk such right and title as he had to Struan, and giving it to Donald and his heirs.<sup>103</sup>

Other examples of good deeds and profits include the exceptional case of a marriage: on 15 February 1491, Sir Alexander Stewart of Garlies and his son and heir Alexander made a bond of manrent to John lord Maxwell, in return for the marriage to be made between Maxwell and Agnes Stewart, Sir Alexander's daughter.<sup>104</sup> And in a rather different type of case, Alan Cameron of Lochail, in giving his bond of manrent to George earl of Huntly on 5 March 1591, because of gratitude and humanity received from the earl, obtained from him the promise that, in serving him against the Grants of Freuchy and the Mackintoshes of Dunnachten, with whom Huntly was at feud, his own quarrel with these families would not simply be submerged in that of his lord's, and that Huntly would never receive them into his peace until Alan had also gained satisfaction.<sup>105</sup> Finally the good deed could be

101. Argyll 14.

102. Political bonds.11.

103. Gordon 63.

104. Maxwell 3. This bond is discussed above, pp. 81-3.

105. Gordon 81.

forgiveness by the lord for some past misdeed or crime committed by the man. The idea behind this is as fundamental in this society as maintenance and service, and will be discussed in detail in the next chapter.

Another compelling consideration for giving bonds of manrent was that suggested in the instructions by the earl of Atholl to his son; long service, amity and dependance, and a weakened form of kinship between the house of the grantor and that of his lord. In some cases, it was specifically mentioned that the dependance had been 'be wertew of thair bandis of manrent and service' or some such phrase; and a few of the bonds give a more detailed account. For example, on 1 December 1574, Hector Maclean of Ardlung became man to Colin earl of Argyll, because the earl had ratified the bonds of maintenance made by his father and brother, the two preceding earls, to Hector's father, and also their bond of maintenance to Hector himself.<sup>106</sup> And in a rather more complicated case involving a dispute between Thomas Kennedy of Bargany and John Kennedy of Carnlok over the three merklands of Sanag, Barnvanag and Drumcrum in Ayrehire, Bargany promised, by an indenture of 22 February 1492, to resign the lands to Carnlok, and hand over all charters, sasines, infeftments and writs, together with all bonds, writs and obligations and discharge Carnlok of them, 'except the band of manrent & the pointis contenit in it maid be umquhil Gilbert Kennedy of Carnlok to umquhil Gilbert Kennedy of Bargany'; whereupon Carnlok would infeft Bargany in the lands and allow him to hold them until he could redeem them for £40 Scots; and also would give Bargany his 'lettre of manrent efter the forme of his said grantschiris band. And the said Thomas sal gave his lettre of mantenance again to the said Johnne for him & his airis to

106. Argyll 52.

him & his airis in the sickereest forme'.<sup>107</sup> This particular episode represents not simply the renewal of obligations of manrent and maintenance, but the renewal of attempts to heal a dispute between two branches of the Kennedy family; for umquhile Gilbert of Bargany and umquhile Gilbert of Carnlok had, on 5 January 1468, sealed an indenture which set out their agreement over the dividing up of lands, and which was probably the occasion of the bonds between them which have not survived.<sup>108</sup> The Kennedies of Bargany had taken, apparently, greater care than the Kennedies of Carnlok to secure the help of the head of the house; on 15 September 1465, Gilbert lord Kennedy and Gilbert Kennedy of Bargany had made a marriage contract which included lord Kennedy's promise of maintenance;<sup>109</sup> and on 20 October 1487, Thomas Kennedy of Bargany had obtained from John lord Kennedy a bond by which the grantor bound himself to feu to Bargany the 40/- lands of Senag and Barnvenag and other land, after the decease of Gilbert Kennedy of Carnlok.<sup>110</sup> The immediate result of the indenture of 22 February 1492 was that on the following day Carnlok granted Bargany a charter of the disputed lands, although the precept of sasine did not follow until 20 September 1498.<sup>111</sup> There is no evidence that Carnlok ever redeemed these lands; and troubles between these families seems to have died down until the second half of the sixteenth century, when, between 1557 and 1576, successive encroachments were made by the Kennedies of Bargany on the Carnlok lands, with the support of the earls of Cassillis.<sup>112</sup>

107. SRD, Bargany Muniments, GD 109/785.

108. SRD, Bargany Muniments, GD 109/779; Carnlok's obligation 'to byd at the sayd Gylbertis Kennydis of Barganys consels' is suggestive of this.

109. Ailes 8.

110. SRD, Bargany Muniments, GD 109/2934.

111. GD 109/787 and 788.

112. GD 109/819-820 and 828-831.

Various aspects of the use of the bond are illustrated by this. It is an obvious example of men of the surname making bonds because their kinship had not prevented dispute; and it shows the bond being used in an attempt to strengthen a reconciliation, which is something which will be demonstrated again in the next chapter. Its interest in this context is that it is an unusually pointed case of two people referring back to a relationship created by their predecessors as something which should not be given up, but should on the contrary be renewed and maintained - even although in the long term it was not noticeably successful. Very often the general references to previous bonds and dependence meant no more than they said; but on occasion they conceal - as in the bonds of the earls of Huntly and the Mackintoshes of Dunnachten - a breakdown of the dependence, which is so clear in this instance. Such cases are, of course, hardly testimony to the success of bonding; but they do reflect one contemporary valuation.

All these reasons for bonding suggest a general point about the grantors of bonds of manrent: that on the whole, the most common inducement to bond was that they would find security in becoming part of the following of a lord, and that in addition there would be advantages to themselves as individuals. That these inducements and advantages were seen by both lords and their men in almost exclusively local connections is borne out by a final negative piece of evidence: that the existing collection of bonds gives virtually no indication, as far as the periods when they were made in greater or less numbers are concerned, that they bore any significant relationship to national events. One might have expected to find that during periods of difficulty, in the minorities, for example, or at times of real crisis, such as that of 1488, the

incidence of bonding rose. But there is no concentration of bonding at all during the years before or after 1488; even allowing for the fact that bonding was less common in the fifteenth century than in the sixteenth, and for accident of survival, there is no evidence to suggest that the growing troubles of the last few years of James III's reign, or the aftermath, when a new regime had to establish itself, created a situation in which the magnates and greater lairds increased their efforts to build up their followings. The same is true of the Flodden campaign; at a time when 'unto the deth gois all estaitis', to an apparently unparalleled extent, the making of bonds was not used directly in the bringing together of the army. Likewise in the periods of the minorities, which raised more long term national problems, there was no increase in bonding in the minority of James III, and the minority of James V produced only the unashamedly specific and political bonds of Archibald earl of Angus, which James himself later implied were forced and therefore an abuse of the system.<sup>113</sup> The only exception to this is the first part of the minority of Mary. Between 1543 and 1554, that is, in the period of Arran's regency, an unusual number of bonds were made, not only by Arran, Mary of Guise, and, as Knox suggested, Cardinal Beaton, which were understandable enough, but also by the earls of Huntly and Argyll in the immediate aftermath of James V's death, when there was a struggle for control between Beaton and Arran. And also in this period there were bonds which referred to assistance in defence against the 'auld inimeis' of England. But most of the bonds made in these circumstances were political bonds, which are a separate problem. The great majority of bonds of manrent and maintenance were not made for a directly political purpose, but were relevant primarily to local alliances and local affairs.

113. Letters and Papers, Henry VIII, iv, part ii, no. 4505.

## CHAPTER SIX

### BONDING AND THE MAINTENANCE OF LAW AND ORDER

The evidence so far looked at demonstrates the general nature of the Scottish bond, and shows that what men wanted when they made their bonds was security and protection of life, land and goods. This chapter deals with the question of that security in its most precise form. Bonds were made to provide some kind of insurance, and this means that the practice of bonding was fundamentally and inextricably bound up with the maintenance of law and order. In a general sense, what has been so far written about bonding has been concerned with this theme; the fact that a man's possessions were rendered safer because behind him stood the powerful figure of his lord, or the fact that he went out to fight in a feud against those who were his lord's enemies more than his own, is very relevant to the extent of order or chaos in the localities. But in precise terms, the protection of the lord was called into operation at the time when the position of the man or his goods was threatened; for when that happened, his bond of maintenance became more than a theoretic protective cover, and the most common promise of the bonds, that the lord should 'assist concur fortifie and tak his afald lele and trew part in all his actionis causis and querelis leful and honest', became a matter of practical necessity.

There is nothing new in the statement that there was a close connection between bonding and law and order. It is in this field that the bond has been particularly condemned as a force which seriously added to the lawlessness of later-mediaeval Scotland; the idea that crime went

unpunished because the protection of a magnate meant that his dependants would not be brought to court or that the courts would be overawed is a not unfamiliar theme. What this chapter seeks to show is that while there is some truth in this view, it is certainly one-sided, and undoubtedly much too black. The fact that men were not always taken to court to answer for their crimes is by no means synonymous with crime being unchecked; and the overawing of the courts or the manipulation of justice is only one side of the story.

If a man committed murder or illegally seized another's lands, what happened to him if he was not brought to court? There is the evidence of many of the bonds, in particular the bonds of friendship, which show what people thought should happen; and three cases are then looked at, one in some considerable detail, to show what did happen. It was emphasised in the bonds that the lord had both the right and the responsibility of controlling his dependants, of preventing their disputes and feuds from getting out of hand by himself imposing a settlement. It was regularly agreed by the parties to bonds of friendship that they would act together in dealing with the disputes of the dependants of both, and as a sanction against any who did not accept their authority in such cases, it was further agreed that they would refuse to extend their protection to such a man, who would be, as one contract succinctly put it, 'schakin off'.<sup>1</sup> Thus on 4 November 1576, Colin earl of Argyll, justice-general, and William earl of Glencairn, included in their bond of friendship the provision that if any slaughter or other displeasure should occur between any of their kin or dependants, it should not threaten their bond, but should be amended by the earls and by the advice of their 'weill avyset

1. Contracts of friendship 77.

freyndis' chosen by them.<sup>2</sup> The same clause appeared in Argyll's bond with John earl of Mar, made on 27 November 1578, this time with the addition that if any of their kin or friends should be 'obstant and contrarious' to them, they would 'baith esteeme him our unfreind and mantene and defend the pairtie that offeris him willing at our sycht to accept mesour and ressoun'. This bond contained the related clause which was also common in such bonds, that if the 'variance' was between the earls themselves - as God forbid - they would submit their difference to their 'wyss freindis' and accept their decision.<sup>3</sup> Sometimes the friends were named. An earlier Argyll bond, made on 7 June 1544 by Archibald earl of Angus and Archibald earl of Argyll, stipulated that in cases of dispute the laird of Drumlanrig would act for Angus and Colin Campbell of Ardkinglas for Argyll;<sup>4</sup> and James earl of Arran, and Gilbert earl of Cassillis bound themselves on 24 November 1517 to submit their quarrels to four of their nearest kin and friends or to David Hamilton, bishop of Argyll.<sup>5</sup> On a more specific point, James Campbell of Lawers, Colin Campbell of Aberurchill and John their brother, in making a contract of friendship with John Napier of Merchiston on 24 December 1611, reserved to themselves the right, in the case of any threat to Napier or to his tenants in the lands of Menteith and Lennox by any MacGregors or any other highland broken men, to make every effort to searck out and to try the committers of the crime; and while this may at first sight seem to be a sinister example of the Campbells looking for an opportunity to persecute their enemies the MacGregors, there is no doubt

2. Contracts of friendship 64.

3. Contracts of friendship 66.

4. Contracts of friendship 44.

5. Contracts of friendship 23; it is rather surprising that Cassillis did not feel it necessary to nominate someone corresponding to David Hamilton.



that the MacGregors were exceedingly unpleasant neighbours, that at precisely this time the government and the earl of Argyll were united in a vigorous attempt to break their power, and that to Napier this assurance must have been a very welcome one, and one which possibly he himself had asked for.<sup>6</sup> And the most interesting example of all, because of its statement of priority, occurs in the bond made by William lord Graham and John lord Oliphant on 8 April 1500: 'And gyff ony off thar frendis men servandis and allya has actionis agane utheris thai sall cum to thar lordis and schaw thar action and caus befor tham that it may be considerit and sene and thereafter the lordis to decreit and deliver. And gyff it can nocht be decidit be thar lordis it salbe leful to the parti plenzeand on utheris to pass to the law'.<sup>7</sup>

At this point it is convenient to digress to consider a final case of a bond which made these provisions. One of the best known Scottish bonds of friendship is the very early one made at Inverkeithing on 20 June 1409 between Robert duke of Albany, governor of Scotland, and Archibald earl of Douglas.<sup>8</sup> This bond is famous primarily because of the phrase which appears at the end of it: 'gif it happynis the saide lorde the Duc to grow in tyme to cum to the estate of king'; it is a much cited piece of evidence of Albany's own ambition, and also, because of the very fact that it is a bond, of the breakdown of law and order in the period conveniently referred to as that of the 'early Stewarts'. It is not the intention here to attempt to question the general view of this period. But two comments can be made about the bond itself which suggest that its

6. Contracts of friendship 106.

7. Contracts of friendship 15.

8. SRD, Register House Charters, no. 223; printed in ER, iv, ccix, and Fraser, Douglas, iii, 369-71.

sinister qualities have been over-emphasised. The minor point is that the statement of the possibility of Albany's becoming king is made at the end of the contract where various contingencies are listed. This one merely says that if Albany should become king, 'this band as touchand evin falowschip and estate sal expire fra thinesfurthe bot that all kindnes and frendschip sal be kept betuix thaim in tyme to cum'; that is, two magnates would make a bond of friendship, a king and a magnate would not. Taking account of the future in this way is not unique to this bond. The question of status was of great importance, and therefore if it seemed likely or certain that the status of one of the parties would change, provision was made for it. Thus John Melville, son and heir of William Melville of the Raith, limited his bond of manrent made to Sir John of Wemyss of that ilk on 16 August 1487 to his father's lifetime; when he succeeded his father, he would make a new bond.<sup>9</sup> And three bonds to James earl of Arran were made only for the period during which he was governor - that is, of temporarily exalted rank - and one of them, that made by Archibald earl of Angus on 22 August 1546, included the promise that after the end of the queen's minority, an equal bond of kindness would be made between them.<sup>10</sup> The indenture of 1409 was a long and detailed document, in which every clause was carefully spelt out. Albany was heir to the throne; and it is certainly not beyond the bounds of possibility that it was the earl of Douglas who had a sufficiently careful eye to the future to want this assurance written in to a bond made with a man who might become king and might then be less amenable to him; indeed there was far more practical reason for Douglas to be anxious to safeguard himself in this way than for Albany to bother with an open admission of evil design. No doubt

9. Wemyss 1.

10. Hamilton 18.

the idea of becoming king was one which appealed very greatly to Albany. But the statement in this bond is no more than a recognition of the fact that he was James I's heir presumptive, and is in no way evidence of positive intention.

More important is the matter with which the bond was mainly concerned. It is a lengthy document. It begins with the standard opening, giving the place-date of the indenture and the names of those making it. It then goes on to the briefly stated general promises that in order that 'full frendship and kindnes be kepit and continuyt betuix thaim in tyme to cum', Douglas will be 'lele counsellour' and 'lele helper and suppoellour' to Albany, and Albany 'oblis him in like manere' to Douglas, both formally excepting their allegiance to the king; that they will warn one another of harm, and do all in their power to prevent it; and that neither will enter into any other bond such as this unless both agree. It ends with the clause already discussed; an agreement to include in the bond two grandsons of Albany and two of Douglas' sons, if they abide by their counsel and are willing to be bound by the contract as Albany and Douglas are; and finally with the swearing of the oath on the gospels. But the central and longest part of the contract, the one subject that is given very considerable emphasis, is that of maintaining order. If either of the lords cause offence to the other, the aggrieved party will ask for remedy; the other will appoint a meeting within forty days, and the councils of both will debate and settle the matter. If that fails, they will choose seven members of their councils, and they, having sworn the great oath on the gospels, 'sall ordene reformatioun tharapon eftir the nature of their band'. Similarly if dispute arises over land and inheritance, a settlement will be reached in the same manner:

'Alsua gif thar happynis ony discorde or riot among thair men that touchis fee and heritage or slachtir of men, thai sal lelily do thair power on aythir part to ger it be stanchit in lufely manere, and gif thai sua na may, thai sal mak thaim na party with thaim, bot in sobir manere as the lach will; ande in case that outhir controversy or bargane happyn among thair men, thai sal lelily do thair power to ger it be amendit among thaim self in lufely manere, and gif thai may nocht accorde be trety in lufely manere, thai sall call baith the partyis, that is he that playnzeis ande he that is playnzeit on, befor thaim and thair counsele, askend thaim to be submittit to thaim and to thair counselis unsuspect apoun sic complaintis, to do ande to tak reformatioun of sic wrangis eftir the sicht of the saide lordis and thair counselis unsuspect, the party refusand that nouthir of the saide lordis sal manteyne na suppouel fra thinefurthe in the causis he refusis to submit him apoun'.

And further they agree to support one another in preventing any riot, disturbance or rebellion within the realm by their kin or by any other person.

What this means is that the indenture between Albany and Douglas is the earliest known example of two lords making an agreement in a vernacular bond - in this case at some length - to aid one another in restraining and controlling their dependants and in settling cases of civil dispute or crime. This bond is, in other words, the first of a number of bonds made throughout a period of two centuries which included such an agreement. It is not really to the point to suggest that had there been a strong central legal system such agreements would have been unnecessary. This is no doubt true, but it ignores the fact that this bond, along with all the others which said the same thing, was stressing the fact that the lord believed himself to have the particular obligation towards his dependants which the bonds described. Had Albany and Douglas merely been concerned to make a private deal by which the governor turned a blind eye to the actions of an overmighty earl, a short and general exchange of promises of friendship and assistance would have been all that they required. That such an understanding existed between them may be argued from other evidence; but it cannot be argued from this

bond, which is concerned with something very different, something which represented an attempt to minimise lawlessness rather than to increase it.

What these bonds make clear is that it was regarded as perfectly acceptable that 'the law' in the sense of the law court could be bypassed. The Graham-Oliphant bond put private settlement first, the law second; in 1519, Alexander Ogilvy of that ilk and Walter Ogilvy of Baddinspink agreed to settle their dispute over land by 'siche of frendis or lawe as they think expedient'.<sup>11</sup> The first suggests that a certain principle was involved; the dependants of Graham and Oliphant would take their cases to court only if their lords failed to deal with them. The second indicates that it was convenience only, and not a matter of principle, which concerned the Ogilvies. What does not emerge from either, or from any of the bonds, is any suggestion that the private settlement was in any way less effective or necessarily more biased than the verdict of the court, nor that it was other than a practical and customary method of dealing with civil dispute or crime.

Customary it certainly was. It has already been argued that in general bonding was a means of extending the kin group, of bringing people who were not of the kin under the same obligations as those who were. In this particular case, the lord through his bonds was extending to his men the protection which was given by the head of the kindred to his kinsmen. Protection of the individual who was threatened and responsibility for the settling of disputes formed the major obligation of kinship; and this obligation in the bonds corresponded directly to it. The importance of the kin in the blood-feud is a feature of dark-age and early-mediaeval

11. SRQ, Abercromby of Forglen Muniments, GD 185 box 2 bundle 6.

society which has received considerable attention from historians.<sup>12</sup> Less well known is the extent to which this continued, certainly in northern Europe.<sup>13</sup> It is clear that the kin group in late mediaeval Scotland had retained its place as an important factor in seeing justice done; and if it happened to be the lord rather than the head of the kindred who was involved, then he was acting literally in loco parentis, or at any rate in loco consanguinei. At the very end of the sixteenth century kindreds

12. Historians have written widely on this subject, as have social anthropologists writing about modern kin-based societies. An early attempt to combine both approaches, as the author stated, is Bertha Surtees Phillpotts, Kindred and Clan in the Middle Ages and After, (Cambridge, 1913). There is the masterly survey by Marc Bloch, Feudal Society; and other works include Dorothy Whitelock, The Beginnings of English Society, (Penguin Books, 1952), Lucy Mair, Primitive Government, (Penguin Books, 1970), and Kinship and Social Organisation, ed. Paul Bohannan and John Middleton, (New York, 1968); an article by R.R. Davies, 'The Survival of the Bloodfeud in Mediaeval Wales', in History, liv, (1969), 338-57; and a most illuminating article by J.M. Wallace-Hadrill, 'The Bloodfeud of the Franks', in The Long-haired Kings and Other Studies in Frankish History, (London, 1962), 121-47.
13. Phillpotts, Kindred and Clan, shows its survival in some parts of northern Europe as late as the seventeenth century. A strong indication of its survival in Scotland is the practice of having 'kynbut' paid by the committer of a crime to the head of the kin or lord of his victim. Thus, for example, Alexander Irvine of Drum received from William Fraser of Philorth a discharge in 1496 acknowledging receipt of 100 marks 'for the assithment....ande parte off....recompensation callit kynbutt', the compensation being paid because of Irvine's attack on William's grandfather and father at the Bridge of Balgownie: Aberdeen-Banff Illustrations, iii, 304. In this period, as examples given in this chapter demonstrate, such payments were not made according to any fixed tariff, but were a matter for negotiation. Skene writes that 'ane man-bote is assithment for the slauchter of ane man, kin-bote for the slauchter of ane kins-man': 'De Verborum Significationes', s.v. 'Bote'; but the logic of this was not reflected in practice, for 'kynbut' was the word which was in regular use, no doubt because it was indeed so often the head of the kin who acted.

were still emphasising their right to fulfil this obligation. In 1588 Patrick lord Drummond and others of the Drummond kin made a bond for the 'standing of the house of Drymen maintenance and defence of the name of Drummond their alliance and dependers. The text runs as follows:

'That all controversiis and debaitts that hes precidit the dait present or sall happen to fall out heirefter betuix any of the said freinde alliance and dependers sall be judgit and decernit be the said Patrick lord Drummond and the said James commendator of Incheffray (lord Drummond's brother) and the persons following or any four of them sue that one of the said four or ma be not suspect upon the quarrell bygain or that sall happen; they are to say Sir James Striveling of the Keir knyght, Gilbert Ogilvie of that ilk, Sir James Chisholme of Dundurn knyght, George Drummond of Blair, Harie Drummond of Riccartoun, Malcolme Drummond of Borland, Alexander Drummond of Medope, George Drummond of Balloch, William Drummond of Megor, John Drummond of Pitcellonie, James Drummond of Cardness and Thomas Drummond of Corsecaiplie. And what the said Patrick lord Drummond and the said James with advice of the said persons or any four of thame as judges descernis the parties quhom betuix the querrellis bygain or to come they and ilk one of thame to abaid thairat and fullfill the samyn without any reclamation upon thair honour lawtie and faith. And every one of the said name alliance and dependers according to thair estate and degrie to tak trew and efauld part with utheris agais quhatsumever utheris his Majestie and Authoritie being exceptit'.<sup>14</sup>

Similarly in 1586 and again in 1599 Sir John Murray of Tullibardine and two groups of the Murray kin made bonds which, though not this time almost exclusively concerned with justice by the kin, still gave it prominent place; both named Sir John as oversman, helped in the first instance by four others, 'of the maist wise well affectionate and maist sufficient of the said surname', according to the 1599 bond, and if the four failed, then the 1586 bond stipulated that a further four should be added, and in the last resort that the whole surname and friends should convene. The decision, as the 1599 bond said, should if possible be unanimous, but a majority vote would be sufficient.<sup>15</sup>

14. Contracts of friendship 86.

15. Contracts of friendship 78 and 100.

So far, what has been shown by all these bonds is that there was a strong survival of the idea that the kin or the lord had the right to act in cases concerning members of the kindred and men and dependants of the lord. In practical terms, the way in which this worked in both civil and criminal cases is illustrated by the following three examples, the first concerning a dispute over land, the other two being murder cases. Because the place of the bonds in this kind of settlement was, although important, secondary to the unwritten kinship obligations, none of these examples is only a matter of the following through of obligations made in the bonds; it would be misleading to suggest that the bond could be isolated in this way. But they have been chosen because they demonstrate a second way in which the bond was relevant to the private settlement. Bonds were made with the specific intention of settling the disputes and, in the first case in particular, attempting to impose an acceptance of the decision on the disputing parties. To this extent they differ from the normal bonding by a man to a lord in that the voluntary element of the bond, made 'of our own fre will', disappeared, and was replaced by a contract forced on the disputing parties either by arbiters or by pressure by the lord on the defaulting man. Whether these bonds created a relationship which was as likely to last and be successful as the more normal one is an unanswerable question because of lack of evidence. Two people who had been involved in a dispute were hardly likely to forget all past grievances simply by virtue of signing bonds. But in spite of this it is probable that these bonds did fulfil their purpose. They were made for exactly the same reason as other bonds, for security, in this case post-factum security, to prevent feud or dispute being prolonged beyond the first blow. There was clearly a need, if the private settlement was going to work, for a



means of ensuring at least partial stability, of containing quarrels and avoiding chaos; and the bond of manrent, like the short-term bond of assurance, was an important method of meeting that need. It is probable, therefore, that whatever the private feelings of men who made bonds in these circumstances, there must have been enough social pressure on them to prevent them from lightly breaking their bonds.

The first case illustrates the bond being used in this context. It suggests why people found it not only sensible but also sometimes necessary to resort to private solutions rather than to the courts; and it also shows what happened to the man who had the powerful protector as against the man who had not, and the jockeying for position and prestige in which powerful backing could make such a difference. For this reason it is described at some length.

On 16 August 1545 a signet letter to the sheriff of Banff and his deputies directed them to enquire into the complaint by Walter Ogilvy of Dunlugas that he had warned Thomas Baird of Burnside, pretended occupier and alleged tacksmen, to remove from the lands of Sandlaw in Banffshire, which belonged to Ogilvy by reason of non-entry and which had been in his hands as superior for 'divers yeris begane'; since then Thomas had violently occupied the lands, and expelled Walter's servants and goods. The sheriff was now ordered to take cognition of this complaint, and if he found that the lands did indeed belong to Walter, was to expel Thomas and restore Walter, repaying him his lost profits.<sup>16</sup>

Whether the sheriff acted on this letter or not is not known; if he did it was without success, and Baird managed to remain in Sandlaw for a further seven months, when a much more powerful figure than James earl of Buchan, sheriff of Banff, became involved in the affair. On 14 March 1546

16. SR0, Abercromby of Forglen Muniments, GD 185 box 2 bundle 11.

Dunlugus and Baird came to Huntly, and there drew up a contract 'at the counsaill and command of ane nobill and mychty lord George erle of Huntly lord Gordon and Badzenocht, Alexander Ogilvy of that ilk and of Fynletter and George Gordon of Schewes', by which they resolved their dispute over Sandlaw and also agreed, apparently as a more minor matter, to end the enmity between them caused by the murder of Dunlugus' nephew Alexander and Sir John Christison, chaplain, by Baird and his accomplice James Baird of Forfalds. By the terms of the contract, Dunlugus was empowered to require Alexander, son and heir of the late William Baird of Sandlaw, and Thomas Baird of Burnside, his tutor, to come to the parish church of Banff to receive 600 merks Scots and a letter of tack and baillierey of the lands of Sandlaw for nineteen years from Dunlugus, acting as assign for Alexander Ogilvy of that ilk in the matter of the letter of reversion made by William Baird to Ogilvy. Thomas Baird would then acknowledge that the lands were lawfully redeemed and would deliver to Dunlugus all charters, instruments of sasine and other evidence of title to the lands made to William Baird, his father George Baird of Ordinhuvie, or his son Alexander, and as Alexander's tutor would give up any claim or title for the future. In return, Dunlugus would discharge the Bairds of all mails and profits owed to him as superior of the lands, and in particular those due since the death of William Baird by reason of nonentry, amounting to 1000 merks Scots. But in spite of the letter of tack for nineteen years, the Bairds lost the lands of Sandlaw; the giving of the letter of tack was merely a nominal gesture, for reasons which are not clear, but which presumably relate to conditions made in the letter of reversion, which has not survived, and to the desire to ensure that there would be no possible loophole for the Bairds. Baird would keep his 600 merks and be relieved of the debt of a further 1000 merks or more; but the letter of tack was

to be returned to Dunlugus along with all other documents concerning Baird titles to Sandlaw, so that Dunlugus and his heirs could set the lands to tenants of their own choosing. And as an additional safeguard, Baird would be required, when the lands were redeemed, to seal and subscribe in the name of Alexander Baird a contract drawn up by Dunlugus which would be entered in the official's books of Aberdeen, and would be bound to swear and 'mak fayth' before the official as judge ordinary to fulfil the obligation 'under the pane of cursing in the name of the said Alexander Baird'.

While this decision was a major defeat for the Bairds, they did get a certain amount out of the contract. On 12 April 1543 William Smyth, prior of the Carmelites of Banff, had set in tack and assedation to Thomas Baird the lands of Dalhauch for nineteen years.<sup>17</sup> In the following year, however, on 6 October 1544, these lands had been feued by the prior to Dunlugus.<sup>18</sup> Under the 1546 contract, Dunlugus was ordered to allow Baird to thole the tacks of Dalhauch under the assedation of 1543, or else make him a new assedation of the lands. Baird, who had clearly defaulted in payment, was directed to pay to the prior all the victuals owed for the ferme of Dalhauch between the date of the assedation and the last crop, from which crop he would pay the ferme to Dunlugus and from now on answer in Dunlugus' court as charged and grind his corn at Dunlugus' mill as his other tenants did. Moreover Dunlugus was to remit all rencour and deliver to Baird and James Baird of Forfalde a letter of elains for himself and on behalf of 'all that he ma lett' for the murder of his nephew and chaplain.

All these transactions were spelt out in some detail. Finally, apart from the brief section concerning the grinding of Baird's corn at Dunlugus' mill, which was clearly added in as an afterthought, came a

17. GD 185 box 2 bundle 10.

18. RMS, iii, no. 3062.

general clause, made in an effort to ensure that Dunlugus and probably more especially Baird would observe this agreement and live at some sort of peace with one another: that Dunlugus

'sall fra thinfurtht stand in amite and kyndnes witht the said Thomas and James Bard and sall manteyne and defend thame as his speciall servandis and men in tyme tocum in all ther actionis querellis and controversiis lefull and honest aganis all deidlie during ther lifetymes as it accordis ane gentilman of the maneir of Scotland to manteyne and defend his men and servand. And therfor the saidis Thomas and James Bard sal becum and be thir presentis becumis thrall men and servandis to the said Schir Walter during thir lifetymes and sall mak sufficient lettres and bandis of manrent therupoun in the best forme as the said Schir Walter will dewise, the quenis gracie the auctorite and ther forinfetaris allanerlie except'.<sup>19</sup>

The fact that this land dispute was settled not in a court of law but by the most powerful local magnate, the head of the kin of the successful party in the dispute who was also connected to Huntly by marriage, and Gordon of Scheves, who was both Huntly's kinsman and the son of Dunlugus' sister, raises the question of whether the decision was a just one, or whether it was an example of the man with powerful support using it to achieve his end without particular scruple. The point is an important one, partly because it is relevant to the problem of whether 'good lordship' was 'good' in an objective or a subjective sense, and also because it puts the use of the bond in this kind of case into context. If the decision was just, then the bond of manrent which Baird was obliged to make was a genuine enough attempt to put Dunlugus and Baird into a sufficiently formal relationship which carried understood guarantees of at least peaceful co-existence; if not, then it was to Baird the final twist of the knife.

The answer to this question must obviously begin with consideration of the respective claims to Sandlaw; but the existing state of the evidence makes it difficult to evaluate these claims with absolute

19. GD 185 box 2 bundle 11.

certainty. The lands of Sandlaw lie three miles south of Banff in the parish of Alvah on the west bank of the river Deveron; their site is shown by the modern farms of north and south Sandlaw. While the lands themselves were probably valuable enough as reasonably good agricultural ground, there seems little doubt that their main value, the thing which made them worth fighting about, was their salmon fishings on the Deveron. Originally known as Sandhauch or Sandhalche, they had belonged since the late fourteenth century, when they are first recorded, to the earls of Mar; their value was given in 1435 as £10 per annum; and throughout the fifteenth century they were held by the descendants of Andrew Stewart, who had been granted them by his brother Alexander earl of Mar in 1411.<sup>20</sup> In 1493 they were resigned by James Stewart of Sandlaw - probably to be identified with the Stewart later referred to as portioner of Baddinspink - who was then apparently in financial difficulties. They were then held by John earl of Buchan first of the earl of Mar, brother of James IV, and after his death in 1503, of the crown; and they came into the king's hands in 1505 when Buchan died.<sup>21</sup> There then followed a confused period when several families were given or laid claim to the lands. On 20 January 1507 the Bairds got their first, if short-lived, interest in Sandlaw with the grant of nonentry to George Baird of Ordinhuvie, grandfather of the Alexander Baird on whose behalf Baird of Burnside was acting in 1546; James Stewart, portioner of Baddinspink, made a grant of the lands which was almost certainly fictitious when he sold them to Alexander Innes of

20. Robertson, Index, 62, no. 41; Aberdeen-Banff Illustrations, iii, 582-3; ibid, ii, 314.

21. RMS, ii, no. 2133.

that ilk on 4 February 1509;<sup>22</sup> William Elphinstone, bishop of Aberdeen, was given a tenth part of the lands on 27 July 1509, valued at 40/-; and on 25 April 1511 the king granted all the lands of Sandlaw to James Stewart of Traquair, ordering that he should have sasine without delay; and sasine duly followed on 14 May of that year.<sup>23</sup>

This confusion was finally ended on 24 January 1512, when the king granted to Alexander Ogilvy of Deskford and his heirs the lands of Sandlaw and their fishings on the Deveron, which according to the somewhat garbled account in the charter had formerly belonged to James Stewart of Baddinspink, had then been for twenty-five years in the king's hands by reason of nonentry, had been given to Stewart of Traquair, and were resigned by both Baddinspink and Traquair.<sup>24</sup> The two Stewarts with claims to the lands had now been disposed of; nothing more is heard of the bishop of Aberdeen's tenth part; and Ogilvy made certain that the Bairds had no further claim to Sandlaw, as is shown in the notarial instrument written at his request on 2 December 1513, which recorded that Joneta Maitland, widow of Thomas Baird of Ordinhuvie, and George Baird, their son and heir, freely and without compulsion gave up and annulled all letters of assedation, gift, nonentry and sasine of the lands of Sandlaw, and gave up any title or claim of right that they might have had or have in

22. RSS, i, no. 1413; RMS, iii, no. 675. The sale by Stewart was followed on 7 February 1509 by an assurance by Innes that he would recognise Stewart as heir to his father in Baddinspink and give him land: GD 185 box 2 bundle 5. On 7 September 1528 Innes obtained royal confirmation of the charter of sale; it is not known why, and certainly he never pursued any claim to Sandlaw. Some clue to the dealings between the two may be found in the fact that the unfortunate Stewart - or more probably his son - was clearing off debts to Innes as late as 1542: GD 185 box 2 bundle 8.
23. RMS, ii, no. 3368; GD 185 box 2 bundle 6.
24. RMS, ii, no. 3687.

the future, this being done 'pro singulari auxilio benemeritis et gratitudinibus ipsis per nobilem virum Alexandrum Ogilvy de Deskfurde factis et faciendis'. The instrument ends with the puzzling statement that the Bairds gave the lands into the king's hands - though there is no evidence that they ever had either the titles to the lands which were to be annulled or the lands themselves - and that the king had granted them to Alexander.<sup>25</sup> Thereafter they remained in the undisputed possession of Ogilvy of Deskford, and were included in the lands which were erected into the barony of Ogilvy in 1517, from which date Ogilvy was styled Ogilvy of that ilk.<sup>26</sup>

In 1532, for reasons which are not known, Ogilvy of that ilk obtained licence on 11 August to sell and anely his lands of Sandlaw and their fishings to George Baird of Ordinhuvie, to be held of Ogilvy and his heirs; and on 28 September, Ogilvy's precept of sasine stated that he had sold Sandlaw to William, son and heir of George Baird of Ordinhuvie, and that William should now have sasine, reserving the free tenement to George during his lifetime.<sup>27</sup> The Bairds certainly held Sandlaw in 1537; for in that year George and William Baird, described as freeholder and feudator of Sandlaw, were involved in a dispute with George Mortimer of Auchlady over debatable lands and fishings between Sandlaw and Auchlady, and in this dispute the Bairds not only acted with the advice and counsel of their superior Alexander Ogilvy of that ilk, but also used him as the principal of their chosen arbiters, which suggests that relations between the Bairds and Ogilvy were at this point reasonably good.<sup>28</sup>

25. GD 185 box 2 bundle 6.

26. RMS, iii, no. 166.

27. RSS, ii, no. 1384; Aberdeen-Banff Illustrations, iii, 584.

28. GD 185 box 3 bundle 1.

By 1541, when the events immediately leading up to the dispute of 1545-6 began, it appears that both George and William Baird were dead; certainly there is no known reference to them after 1539. On 20 May 1541 Alexander Ogilvy of that ilk issued a charter made at Huntly and witnessed by the earl to Walter Ogilvy of Dunlugus and Alison Hume his wife, by which, because of his great need, he sold and alienated the lands of Sandlaw and their fishings which had lapsed to him because of nonentry, which was now formally transferred to Dunlugus. Unlike the transaction by which Baird obtained Sandlaw in 1532, which seems, in spite of the terms used, to have been a feu rather than a sale, this time Dunlugus bought both the lands and the superiority; Ogilvy gave up any right whatsoever, and the lands were now held by Dunlugus of the crown. On the same day Ogilvy issued a discharge, acknowledging that he had received from Dunlugus £1000 Scots for Sandlaw and its fishings, according to the agreement made between them 'in presens of my lord of Huntlie', and his precept of sasine.<sup>29</sup> This was followed by two documents drawn up at Aberdeen on 1 June 1541. The first was a letter of gift by Ogilvy to Dunlugus, expanding the transference of the nonentry of Sandlaw; Dunlugus, his heirs and assigns now got the ward, relief and nonentry of Sandlaw 'off all tymis bygane and to cum....ay and quhill the richtwiss air or airrie optein lauchfull entress and possession therof togidder witht all wther rycht titill or claim that I myn airrie or assignais may ask or obtain apoun the saidis landis'; and Dunlugus was given full power to pursue and distrain for the 'byrunning malis of the said ward releif and nonentres therof befoir quhatsumevir iugis spirituelle or temporalle and to apply the samen to his utilite and profeit as he sall think maist expedient....as I mycht do myself'. Secondly, Ogilvy bound himself to have discharged and expired

29. GD 185 box 2 bundle 9.



a letter of reversion by Dunlugus and his wife made at Findlater on 19 April 1541 for the redemption of Sandlaw, and undertook never to use this letter for the redemption of the lands; and as a sign of this promise, he had sealed and subscribed his charter and precept of sasine of Sandlaw of later date than the letter of reversion.<sup>30</sup> What emerges from these documents is the fact that because of nonentry, Ogilvy of that ilk felt free to sell the lands of Sandlaw to Dunlugus. What also seems to be suggested is that there was a way left open for the Bairds; the clause in the letter of gift 'ay and quhill the richtwiss air or airrie optein lauchfull entress and possession' must presumably refer to the heir of William Baird. And what is curious is that at no time in this transaction was there any mention of the letter of reversion made by William Baird, with the consent of George Baird of Ordinhuvie as a further document of 1546 says, to Ogilvy of that ilk, the letter which was used in 1546 to enable Dunlugus to redeem the lands; at this stage and in the first attempt in 1545 to dislodge the Bairds Dunlugus relied only on the question of nonentry to affirm his right to the lands as well as the superiority of Sandlaw. On the other hand, there is no reason to suppose that the Bairds were in any way the victims of sharp practice in 1541; and this being so, there is equally no reason to suggest that the decision reached in 1546 by Huntly, Ogilvy of that ilk and Gordon of Scheves was not legally correct and, perhaps out of caution, comprehensive enough to include both the loss of the lands because of the nonentry of Alexander, William's heir, and the letter of reversion, the fulfilling of which made it impossible for the Bairds to resurrect any future claim to Sandlaw. Indeed, the use of the letter of reversion meant that Baird got something

30. GD 185 box 2 bundle 9.

out of the Sandlaw agreement, which hardly suggests that the three arbiters, who could well have reached their decision on the grounds of the nonentry alone, were concerned only to get the best terms for the party in the dispute with whom they had connection.

The interest of this dispute, however, lies in more than the question of legal right. Comparison of the relative positions of the Ogilvies and the Bairds demonstrates the surprising fact that the stronger family was forced to resort to calling in very powerful support indeed in order to obtain satisfaction from the weaker. The map of Banffshire shows very clearly the weakness of the Bairds, whose lands lay in the forest of Boyne, surrounded on three sides by the lands of Ogilvy of that ilk and Ogilvy of Dunlugus. The lands of Ogilvy of that ilk lay mainly to the west, in the area surrounding and stretching south of Cullen, the burgh itself being firmly in Ogilvy's control;<sup>31</sup> and Ogilvy also possessed the lands immediately to the north of the Bairds. These were paralleled to the east by the lands of the rising and ambitious laird Ogilvy of Dunlugus, whose successive styles of Baddinapink, Monycabok, and finally Dunlugus reflect his territorial acquisitions which were concentrated in the valley of the Deveron and which were erected into the barony of Dunlugus in 1536.<sup>32</sup> In this context, the desire to obtain the lands of Sandlaw and also those of Dalhauch is readily understandable, for while Sandlaw was removed from the area of influence of Ogilvy of that ilk, it lay in that part of Banffshire between Dunlugus and the burgh of Banff which Dunlugus was successfully taking over.

Less is known about the Bairds. George Baird of Ordinhuvie's major if unsubstantiated claim to fame is the fact that he reputedly had thirty-two

31. On 22 October 1479 the burgh of Cullen had made a bond of manrent to Ogilvy's grandfather and predecessor: Ogilvy of that ilk 2.

32. RMS, iii, no. 1614.

children. If this was a dynastic attempt to redress the balance with the Ogilvies by increasing the number of the Baird kindred, it was unsuccessful; it was not until the seventeenth century that another branch of the family, the Bairds of Auchmedden, managed to supplant the Ogilvies at least temporarily in the burgh of Banff. Whether the Bairds were particularly unpleasant and unscrupulous or merely unlucky is difficult to say; they were probably both. Certainly they tend to be mentioned when at a disadvantage. Thus George Baird of Ordinhuvie's tenure of the office of sheriff-depute of Aberdeen was distinguished only by a complaint which was upheld by the lords of council in 1539 against James, earl of Moray, sheriff principal of Aberdeen, and his 'pretendit schireff deputis' Ordinhuvie and others.<sup>33</sup> His father Thomas Baird of Ordinhuvie is rarely mentioned, apart from his appearance on the occasional witness list, and once in 1490 when he was ordered by the lords auditors to pay to Alexander, master of Huntly, 'a last of salmons of the mesure of Banff full reds and swet gude merchand ware'; and since he had been 'oft tymmis callit and nocht comperit', his lands were to be distrained.<sup>34</sup> And the Sandlaw dispute itself shows Baird of Burnside having murdered a relative of Ogilvy's, failing to pay for legal entry, and at the same time defaulting on payments for Dalhauch. While all these things were no doubt common enough, the Bairds seem to have made a particularly consistent habit of 'pretendit' claims and failure to appear and pay up which can hardly have endeared them to those who had dealings with them.

On the other hand, the Bairds were in the galling position of being a well-established lairdly family who were probably not without influence in Aberdeen and Banffshire affairs, but who were regularly

33. Aberdeen-Banff Illustrations, iv, 231-2.

34. ADA, 138.

forced to play second string to the Ogilvies. The burgh of Banff had in the late fifteenth century like Cullen put itself under the protection of Ogilvy of Deskford,<sup>35</sup> but by the late 1520s the dominant figure in the burgh was Ogilvy of Dunlugus. From this time until the early seventeenth century there was a steady succession of Ogilvies as provosts while the Bairds were bailies; in the tacks of the fishings of Banff the Ogilvies did better than the Bairds; the commissioners to parliament, in the three cases where names are known, were Ogilvies;<sup>36</sup> and while the Carmelites of Banff might lease a certain amount of land to the Bairds, they gave much more to the Ogilvies as their protectors, as is emphasized in a somewhat hysterical document of 1559 which describes a night attack on them and which refers to Walter Ogilvy of Dunlugus as their late protector and his son and heir George as 'for the present....nearest friend to us'.<sup>37</sup>

In these circumstances the decision of 1546 was for Dunlugus not merely a means of establishing himself in a piece of land which had been disputed, but an important addition to his holdings in an area where he was consolidating his possessions; for the Bairds equally it represented not simply loss of land, but loss of land in an area where they too had interest, and which was important to them as a foothold in what was increasingly becoming Ogilvy territory. This being so, it was not surprising that Sandlaw was the cause of a fairly major dispute. What is significant is that in this case, in the stages up to 1546 at least, there are no grounds for supposing that this was simply an example of an unscrupulous magnate using his local power and position to enable the man

35. A contract of maintenance and manrent was made between Ogilvy of Deskford and the burgh of Banff on 24 March 1472: Ogilvy of that ilk 1.

36. The Annals of Banff, (New Spalding Club, 1891-3), II, 267, 247-8, 271.

37. GD 185 box 2 bundle 13.

who had his protection to oust the man who had not. The most remarkable feature of the case is the fact that Dunlugus, himself a more powerful laird than Baird, and backed by the head of the Ogilvy kin in the north and through him by the earl of Huntly, ran into such difficulty. He had to wait for five years to get possession of his lands; he failed to do so either by warning Baird to remove from Sandlaw, or by a complaint to the government; and it was only after the failure of these steps that he turned for help to the local lord, who had the power, where he most evidently had not, to achieve a just settlement. This perhaps explains why as part of the agreement Dunlugus and Baird were required not simply to promise to live in amity and kindness - that is, to enter into a bond of friendship, as might have been expected between two lairds - but to make bonds of maintenance and manrent. By putting Baird into the inferior position, Huntly was forcing a formal admission of status; Baird now had to recognise that in prestige and power in Banffshire society and politics Dunlugus was his superior.

There is a final aspect of this affair which makes it relevant to consider the part played by Ogilvy of that ilk. Relations between him and Dunlugus had not always been smooth. On 19 September 1519 they had made a contract of maintenance and manrent, by which Ogilvy promised that he and his friends would supply, help and defend Walter, then styled Ogilvy of Baddinapink, and take his part 'as his tender kynnisman'; and Walter bound himself and his 'folkis' to honour Alexander 'as his principal cheif as the said Walteris fadir did the said Alexanderis grantechir', to serve and ride and gang with him, and never to 'bynd his manrent to nane nor do na grete thyng but his said oymis adviss', although this last clause was

repeated with a certain note of reservation when it was agreed that the clauses of this contract should in no way hinder Walter's profit nor the 'dispositioun of his manrent quhen it sall ples the said Walter and desiris his said eyms advise and consale thairin he keipand his kyndnes to the said Alexander his eyms afaldly as said is but fraud or guyle'.<sup>38</sup>

This rather strained contract was made for exactly the purpose described in the previous chapter: the patching up of a quarrel between kinsmen. In this case the Ogilvies had been disputing over land; and it was now agreed that neither party would invade the other's possessions, nor make any pretence of claim, as long as Walter was in control of his nephew's lands. But their dispute over the lands claimed between Durn and Knockdurn was to be settled not by this contract, but by 'siche of frendis or lawe as thay think expedient betuix this and Witsonday nixt'. Durn had come into the hands of Alexander's grandfather in 1493;<sup>39</sup> Knockdurn was granted to him within a month of his contract with Dunlugus by George earl of Huntly on 13 October 1519,<sup>40</sup> and it may well be that Huntly was the most important of the 'frendis' by whom the dispute was decided.

It would have been natural enough for Ogilvy to turn to Huntly. The Ogilvies of Deskford and of that ilk apparently enjoyed continuous friendship with the earls of Huntly, in this case a relationship based on marriage contracts being enough to ensure that friendship.<sup>41</sup> But almost at the same time as the Sandlaw dispute, this relationship led to

38. Ogilvy of that ilk 4.

39. Aberdeen-Banff Illustrations, ii, 102-3.

40. RMS, iii, no. 215. It was these lands of Durn and Knockdurn which lay immediately to the north of the Baird lands in the forest of Boyne.

41. Ogilvy's mother was Agnes Gordon, daughter of George, second earl of Huntly; he married, as his second wife, in 1535, Elizabeth, natural daughter of Adam, son of Alexander, first earl of Huntly; and his daughter Margaret was married to James Gordon of Lesmore.

a dramatic and unusual situation. On 20 July 1545 Huntly and Ogilvy made a contract by which Ogilvy disinherited his son and heir, James Ogilvy of Cardell, and named as his heir John, third son of Huntly, whom failing John's younger brothers William, James and Adam. The agreement also required John Gordon to take the name of Ogilvy, though this was not strictly adhered to. This was followed up by a charter of 4 September 1545, by which Ogilvy recognised John Gordon and his brothers as heirs to his barony of Ogilvy, thus breaking the entail of 1517; only if none of them was alive to inherit would the barony go to a kinsman of Ogilvy, first to Ogilvy of Boyne and then to Ogilvy of Dunlugas.<sup>42</sup>

The reason for this contract - which was put into effect on Ogilvy's death in 1555, Cardell being kept out of his inheritance until 1563, when John Gordon was forfeited and executed after the battle of Corrichie - has never been explained. Ogilvy was the man who established a collegiate church at St. Mary's, Cullen, who was responsible for the simple and lovely sacrament house at Deskford and the more elaborate one at Cullen, and who was buried in an ornate and magnificent tomb at Cullen. He was also apparently the villain who disinherited his son, because of a staggering degree of sycophancy to the house of Huntly, or because he was completely dominated by his Gordon wife, who, to add colour to the story, later married John Gordon. As there is nothing else known of him which supports this black picture, it is probably more likely that there was a violent family quarrel, or pressure from his second wife strong enough to provoke him into taking this extreme step; it does seem that he was capable of being, if not a villainous sycophant, certainly vindictive.

42. RPS, iii, no. 3157.

The connection between this affair and the Sandlaw dispute is not simply one of time. It is possible that Huntly was particularly willing to oblige Ogilvy by involving himself in the affairs of Ogilvy's kinsmen because of the 1545 agreement. But there may have been a pressing reason why Ogilvy was anxious to oblige Dunlugus. On 26 September 1543 Dunlugus and James Ogilvy of Cardell had made a bond of friendship, which may have been not unconnected with the ensuing crisis, but whose terms were exceptional only in that James excepted his allegiance to his father, Ogilvy of that ilk, as was natural enough, but Dunlugus did not.<sup>43</sup> The fact that he made no mention of allegiance due to the man who was head of his kin, and to whom he had given his bond in 1519, may suggest that relations between them, peaceable enough since their agreement in 1519, were now less good. In any case, it would have been a distinct embarrassment, if not more, had Dunlugus chosen in 1545 to support the friend to whom he had so recently contracted himself.

This interpretation is suggested not by the mere fact that Ogilvy and Huntly took the part they did in the Sandlaw dispute, for this might have been no more than a normal exercise of good lordship, but by the fact that the Bairds seem to have suffered more than the loss of Sandlaw. The immediate effects of the agreement were straightforward enough, and happened fairly quickly; as a contrast to the previous delays endured by Dunlugus, it is worth noting the speed with which a conclusion was reached once the earl of Huntly was involved. On 21 March 1546, one week after the contract was made, Dunlugus came to the parish church at Banff, where he had the letter of reversion publicly read, and summoned the Bairds to come to the church of Banff on Friday, 30 April, adding the rider that the lands would be redeemed whether the Bairds were there or not, the money

43. Contracts of friendship 42.



and the letter of tack to be given to the curate of Banff if they were absent;<sup>44</sup> clearly Dunlugus at last felt himself to be very much in control of events. On 30 March his servant Bernard Stewart turned up at Philorth to make due intimation to the Bairds that the lands would be redeemed at Banff on 30 April.<sup>45</sup> And Thomas Baird did come to Banff on the appointed day, when the lands were duly redeemed.<sup>46</sup>

Although it is impossible to be certain about what happened, it seems that the loss of Sandlaw was not the end of the matter for the Bairds. On 14 October 1545, 'pro perimptione partis contractus inter se et Alexandrum Ogilvy de eodem de data apud Huntly 20 Julii 1545', Huntly had granted to his third son John various lands including Ordinhuvie and the other Baird possession in the forest of Boyne, Bogmochils;<sup>47</sup> and later evidence makes it clear that John Gordon also got Burnside, although there is nothing to show when this happened. What is not clear is whether the Bairds actually lost all their lands in the forest of Boyne, or whether Huntly's son and Ogilvy's new heir only had the superiority;<sup>48</sup> but

44. GD 185 box 2 bundle 11.

45. GD 185 box 2 bundle 11.

46. GD 185 box 2 bundle 18. Apart from this document, which is a notarial instrument describing the redemption, there also survives the letter of tack of Sandlaw, which was presumably solemnly handed over and grudgingly handed back: GD 185 box 2 bundle 11.

47. RMS, iii, no. 3261.

48. Burnside was included with Ordinhuvie and Bogmochils in the lands which came to the crown after the forfeiture of Gordon. On 22 June 1563 the queen granted them to John, lord Darnley; at this stage, there was no mention of the Bairds: RMS, iv, 1468. On 1 March 1564, however, Walter Baird of Ordinhuvie was granted the ward of all the lands of Ordinhuvie and Burnside, 'quhilkie heretabillie pertenis to the said Walter', held by him of the late John, commendator of Coldingham, and now in the queen's hands through the death of John 'be ressoun of wards'; and with this gift went all the mails of the lands for all the years of the ward, and the relief of them when it should happen: RSS, v, no. 1610. In the period between the Sandlaw dispute and this grant, there is only one mention of Thomas Baird, and none of Alexander. On 22 July 1554, Thomas Baird, styled of Burnside, was a witness to a charter of sale by John Gordon to George Ogilvy, son and heir of Dunlugus, at Huntly: RMS, iv, no. 1014.

even if only the latter, it put the Bairds into the very uncomfortable position of holding their lands from a man who was closely connected to Ogilvy of that ilk. It was undoubtedly unfortunate for the Bairds that the superior of their lands, when the Ogilvies began to take steps against them, was Huntly. But the earl himself was presumably sufficiently accustomed to settling disputes not to be moved by this one to act harshly, and had indeed taken care not to do so in the actual agreement over Sandlaw. There is nothing to suggest that he had any previous animosity to the Bairds; indeed, the reverse seems to have been the case, for the tack of Dalhauch by the Carmelites of Banff to Baird had been made 'for the speceall requiesit and supplicatioun of ane nobill and mychty lord George erle of Huntlye....protectour and defendour of the Catholik kirk and libertie of the samen', possibly on account of Baird's wife, one Bess Gordon. The Ogilvies, on the other hand, had good reason for animosity towards the Bairds, who caused them trouble for years. Some hint of this was given in the terms in which Baird's promise of manrent was expressed, suggesting that Ogilvy could not resist making a nominal gesture of putting the Bairds very much in their place; men making bonds of manrent were not normally obliged to become 'thrall men'. Dunlugus himself had no known connection with Huntly strong enough to enable him to put particular pressure on the earl. While he no doubt thoroughly disliked the Bairds, what he wanted was Sandlaw, and having, with help, got it, he was apparently prepared to settle his quarrel. But Ogilvy of that ilk may have felt moved to make life rather less pleasant for the Bairds, on behalf of the kinsman whose support he was anxious to have, and also perhaps because they were neighbours with whom his own relations were bad. Witness lists of three Gordon bonds of manrent show that he was present on occasion at Huntly, as do the 1541 charter and 1545 contract; indeed, as two of the bonds he

witnessed were dated 10 and 12 May 1543 it can be assumed that he was on sufficient terms of friendship with the earl to be staying in Huntly castle.<sup>49</sup> It is therefore perhaps not too fanciful to suggest that the settlement of the Sandlaw dispute began with Dunlugus approaching Ogilvy, the head of his kin, to complain about the Bairds who were keeping him out of his lands, and to suggest that if the sheriff failed to act, then powerful arbiters might succeed; and that on one of his visits to Huntly Ogilvy talked over with the earl not simply the fact that he was benefitting Huntly's son, but also the difficulties his kinsman was having with a family who were a menace to the 'peaceable bruiking' of lands in Banffshire, guilty of murder and illegal possession of land - and this would have been accurate enough - and that therefore Huntly might intervene and settle the Sandlaw case, and also do something to reduce the power of these wretched Bairds.

The Sandlaw case illustrates two major points: the effects of the personal intervention of a powerful lord, and the means he used to settle the dispute. It is difficult to avoid the conclusion that while justice was done, there was a certain amount of 'ganging-up' on the Bairds. This does not, however, mean that this case is a neat illustration of the traditional view of the unscrupulous magnate and the inevitable harsh treatment of the unfortunate weaker man who came up against him. The most revealing aspect of this case is the contradiction between the care taken in the actual settlement of the dispute not only to do justice but to be seen to do it, and the less judicial dealings with the Bairds outwith the dispute; and this all arises from the fact which is most obviously at odds with the traditional view, that the weaker man in this case at least was able to cause a remarkable amount of delay and trouble. This suggests that a general and systematic conclusion about lordship and bonding in this context does not meet the case, for it ignores the element of human reaction

49. Gordon 31, 37 and 38.

and irritation which was undoubtedly present, and which on the available evidence appears readily understandable.

The fact that the Bairds were so difficult to dislodge suggests one reason why the private settlement was so often used. Local help might very often be a quicker and more effective way of achieving a settlement than an appeal to the crown, which in this case produced no result, or an approach to the courts, where delays caused by the failure of one or other party to appear, or the demand for further evidence, might result in a case dragging on for months, if not years. But it is quite clear that such settlements were often sought not only because of this negative if practical reason, but for the very positive reason that they were regarded not as second-best, but as a method which was entirely consistent with at least part of the concept of how justice should be done. While it is true that the king was regarded, as he had been for centuries, as the fountain of justice, and the king who failed to do justice failed in a fundamental way, it is also the case that alongside this was the widely-held and older idea that the man who committed murder or theft was answerable and should make compensation not to the state, as in modern thinking, but to those who had been injured or to their kin; and this view is not without a certain logic. By this time in Scotland, the detailed lists of compensation payments had gone; but the general concept had not gone, and it was this which produced what to modern eyes seems a very bizarre settlement indeed in the next case to be discussed.

In 1554 one George Drummond of Leidcreif in Forfarshire, a small laird of no particular significance, was murdered. The case opened, like the Sandlaw dispute, with an official recognition that the crime had taken place. On 12 June 1554 a signet letter from the crown described the complaint made by 'the wiffe barnis kin and freindis of umquhile George

Drummond of Leidcreif and William Drummond his sone' against William Chalmer of Drumlochy and his tenants, John Blair of Ardblair, his sons Andrew and Thomas and his servants and tenants, Alexander Blair, half-brother to John Butter of Gormok and other tenants of the laird of Gormok. These men, with a following of eighty people 'bodin in feir of weir' had on Sunday 3 June come before noon to the parish church of Blair in Atholl intending to slay George and William Drummond and others in their company,

'off the counseling devysing raising sending command assistance fortefing and ratihabitoun of the saide Johnne Butter of Gormok....and because thai culd nocht cum to thair perversit purpois, thai past to the laird of Gormokis plaice of Gormok and thair dynit with him and send furth spyis....and being advertaist be the said spyis that he (George Drummond) was cumin furth of his said place (of Blair) thai with thair compleces with the said laird of Gormokis howshaldmen and servandis....ischit furth....to the saidis umquhile George and William his sone quhair thai were dowblate allane at thair pastyme playand at the rowbowlis in the high marcate gait beside the kirk of Blair in sobir maner, traisting na trubel nor harme to haif bene done to thame bot to haif levit under Goddis peax and ouris, and thair crewellie slew thame upoun ald feid and forthocht felony, sic purpois and provision in his contemptioun of ouris auctorite and lawis gif sa be'.

The sheriff of Perth and his deputies, to whom this letter was directed, were ordered to take surety that the murderers and their accomplices would underly the law, 'under the panis contendit in our actis of parliament', and were directed to charge the murderers personally if possible, and if not, to make proclamation at the head burgh of the shire in which they dwelt, that they should come and find surety with the sheriff within six days of the proclamation.<sup>50</sup> As a piece of dramatic writing, this is a superb document, setting with marvellous effect the sober and peaceful life of the victims against the sheer evil of the conspirators who murdered them. But 'panis contenit in our actis of parliament' or not, it had little more practical effect than the original letter to the sheriff of Banff in the Sandlaw case. Apart from two unfortunate lesser men who were

50. SRD, Abercairny Muniments GD 24/1/824. This is a small volume of original papers concerning the slaughter of George Drummond of Leidcreif and other documents; this reference therefore covers all the documents cited in this case, except where otherwise stated.

involved in the murder as followers of their lords, Patrick Blair in Ardblair and Robert Smyth in Drumlochy, who were eventually tried and convicted of the murder on 12 December 1555 and beheaded, all that happened as a result of the signet letter was that on 4 August 1554 John Butter of Gormok was denounced rebel and put to the horn for his failure to underly the law for art and part in the murder, and his cautioners, John Creighton of Strathurd and James Hering of Glasclune, were accordingly amerced; and on November 16, George Gordon of Scheves, James Gordon of Lesmoir and Gilbert Gray of Scheves found caution to underly the law at the next ayre of Aberdeen, for resetting, intercommuning and supplying William Chalmer of Drumlochy and his accomplices, rebels and at the horn for the murder, and for giving them meat, drink and other necessities in the months of July and August 1554.<sup>51</sup> But apart from these relatively trivial actions, it was left to those who sought redress to turn, as in the Sandlaw case, to the alternative method.

What happened next was that the murderers, the lairds of Gormok, Drumlochy and Ardblair, made a formal approach to David lord Drummond, and to the son, wife and children of the late George Drummond; and on behalf of themselves and their 'collegis', they offered as compensation for the murder first that they would go or cause others to go to the four head pilgrimages of Scotland, secondly that they would 'do suffrage' for the soul of the dead at his parish church or any other church for certain years to come, thirdly that they would 'do honour to the kyne and frendis as offeris as wee is', and 'ferdly to assyth the partye is content to gyf to the kyne, wyf and barnis 1m. merk'. This was not, on the face of it, a bad offer, containing common enough provisions; it compared very

51. Criminal Trials in Scotland from 1488 to 1624, ed. R. Pitcairn, (Edinburgh, 1833), i, part I, 367 and 374.

favourably indeed, for example, with a similar offer by William Elphinstone of Glack and Simon Elphinstone made in 1533 to the wife, bairns, kin and friends of William Calder, who was 'allegit til be slayne be us', which promised only three pilgrimages and ten merks, 'after the modificacioun and consideratioun of freindis'.<sup>52</sup> But it was not acceptable to lord Drummond. The resulting roar of rage with which he greeted the proposals is almost audible in his furious reply, which began by dismissing the first three offers as 'sa generall and sempill in the self that they requyr na ansu<sup>r</sup> and, rising to a crescendo of outraged indignation, ended: 'Item, as to the ferd artikill offring to the kyne frendis wyff and barnis of Georg Drummond 1m. merkis for the committing of sa heych crewell and abomenabill slaychteris and mutillacionis of sic purpos devysyt of ald be the lard of Gormok; and Georg Drummond his son nor nane of his frendis nevir offending to thame nather be drawing of blud takin of kirkis takis stedingis or rowmis one or any of thame or thar frendis. Sa in respect heirof my lord Drummond his kyne frendis the wyff and barnis of Georg Drummond can in na wayis be content heirwyth'.

At this stage the lairds of Gormok and Ardblair disappear from the affair; there is no record of whether they then tried to make a further settlement or of what happened to them. But William Chalmer of Drumlochy now produced his own 'offeris....for hym self Williame Chalmer his cousing, George Twlydaf, William Chalmer, John Fydler, James Keyr, Johnne Burry, Johnne Wod his servandis'. First he offered to come before lord Drummond and the friends of the late George Drummond, and there 'to offer to his lordship and the party ane nakit sword be the poynt and siclik to do all uthir honour to my lord his house and frendis that sal be thocht resonabill

52. Aberdeen-Banff Illustrations, iii, 466-7.

in siclike causs. Item, offers to gif my lord and his aris his band of manrent in competent and due forme as may stand witht the actis of parliament and lawis of this realme'.<sup>53</sup> Then comes the most interesting part of this document: 'Item, because throw extreme persecution be the lawis of this realme the said Williame hes nothir landis gudis nor money he thairfoir offeris his sonis mariage to be mareit upone Georg Drummondis dochtir frielis without ony tochir. And siclik the mariage of the said Williame Chalmer his cousing to the said George sister'. And finally he offered himself 'reddy to ony uthir thing quhilk is possibill to hym as pleis my lord and frendis to lay to his charge except his lyfe and heretage', which was fair enough; for this very abject document offered the Drummonds far more than capital punishment would have done.

It is of some interest to see what was acceptable to the Drummond kin as compared to what was not. Chalmer's offer made no mention of prayers for the soules of the dead, an omission to which no exception was taken. But it did contain the promise that Chalmer would undergo the theatrical and no doubt embarrassing performance of offering the naked sword by the point, and this, far from being 'as generall and sempill', seems to have been regarded as acceptable.<sup>54</sup> Like the offer of pilgrimages, it was fairly

53. No date is given for this document; the only dates known for this case are 1554, when the murder took place, and 1558, when the bond of manrent was made. This in itself suggests that Chalmer's offers were made some time after the murder, for the bond following on the offers would presumably have been made without delay. Moreover, the reference to the 'actis of parliament' was probably made because of the 1555 act which declared such bonds to be null unless made 'for asythment of slaughters', though only 'in tyme bygane': APS, II, 495. The act was a dead letter; but this reference may have been a token acknowledgement of its existence. See below, 255-6.

54. This may have been included in the original offers. The phrase 'do honour to the kyne and frendis as offeris as was is' has been interpreted by Pitcairn as referring to this ceremony: Pitcairn, Trials, I, part I, 372; and Chalmer's promise 'to offer....ane nakit sword....and siclik do all uthir honour' may suggest that this may indeed be the meaning of 'honour'. But in the absence of any other confirmation of this interpretation, and in view of the fact that the ceremony was normally specified, Pitcairn's idea is somewhat doubtful.



common form. The Diurnal of Occurrents describes a particularly lavish example of it, when a whole procession of Hamiltons went through this ceremony on 8 March 1575 in the 'inuart clois' of the abbey of Holyrood, after the murder of James Johnston of Westerhall; the leading Hamiltons, John abbot of Arbroath, and his brother lord Claud, presented the naked sword to the earl of Angus whose servant Westerhall had been, and the others, eight Hamilton lairds, to George Douglas, captain of Edinburgh castle, who gave it to the laird of Kirkmichael as nearest of kin to Westerhall.<sup>55</sup> Presumably, as far as the Drummonds were concerned, prayers for the dead were of less interest than this nominal but humiliating gesture for the living, even before 1560.

The third offer is fascinating for two reasons. In the first place, it effectively disposes of any idea that settlements of this kind were reserved for people who were too powerful for the law to touch; one law for the rich, another for the poor, clearly did not operate here, for the pathetic William, on his own admission, had already been dragged into lawsuits which he claimed had ruined him, so that had the Drummonds pressed for it, there is no obvious reason why William should not have suffered the same fate as Patrick Blair and Robert Smyth. The fact that lord Drummond had rejected as paltry the composite offer of 1000 merks and yet accepted this offer, suggests that William's claim of poverty was not without some

55. Diurnal of Occurrents, 346. There is a very interesting article on this manner of submission by George Neilson, 'The submission of the Lord of the Isles to James I: its feudal symbolism', in Northern Notes and Queries, (1901), 113-22. This article shows that this ceremony was well known in Europe, and that its form depended on rank: the knight used a sword, which was both his weapon and the symbol of beheading, the manner of execution befitting his status; lesser men, like the burgesses of Calais submitting to Edward III in 1347, had ropes around their necks - the symbol of hanging, the baser form of death.

foundation, though no doubt he exaggerated it. Lord Drummond was clearly intent on getting the best terms that he could; and it is therefore unlikely that he would not have forced William to pay up had it been practical to do so. In other words, this was a case of deliberate choice. There was no doubt that William had been involved in the murder of George Drummond, nor that he could have been brought to court, tried, and presumably executed. Instead, the kin of the man he had murdered chose to do a deal with him, a deal which did not include his paying over any money, but which did demand from him tangible compensation of another kind, which seemed a better bargain than 1000 marks.

Even more interesting is the tangible compensation which was offered, that William's son should marry George Drummond's daughter, and that his cousin William Chalmer, who was known to have taken part in the murder, should marry George's sister. It was perhaps as well for the ladies concerned that they lived in the pre-Freudian age; the mental stress of marriage to men who had murdered their father and brother might now be regarded as sufficient reason not to agree to such a proposal. But if William Chalmer in making the offer, and Lord Drummond in accepting it, gave no thought to their peace of mind, they were nevertheless concerned with peace and security in a different and more material sense. This offer was in fact an exact and classic example of the real idea behind the system of compensation; that if one committed a crime, then what was important was not that one suffered some form of personal punishment for the sake of suffering it or as a deterrent to others, but that one made concrete and practical retribution in a form which would as far as possible restore the status quo which one's crime had upset.<sup>56</sup> In this case, William Chalmer

56. This is very explicitly stated in a letter of Elaine written in the last decade of the fifteenth century, by which the kin of the late John of Caldwell forgave the Cunninghams and their servants for his murder, and agreed to 'stand in hartlie frendship and kyndnes.... lyk as the slachtyr of the saide John of Caldwell had nevyr bein committit'. SRD, Register House Charters, no. 596.

had deprived George's sister and daughter of their natural protector, the head of the family, and it was therefore now incumbent on him to redress that loss by making provision for them without any material advantage to himself. Such a concept is still found in modern kin-based societies; it is an interesting reflection of at least one of the social mores of sixteenth century Scotland to find it in this form in the Drummond case.

Lack of evidence makes it impossible to say whether these marriages did take place, although there is no reason to suppose that they did not. But the bond of manrent which ended the case was certainly made. On 5 December 1558, William bound himself and his heirs to David lord Drummond 'as cheif to the saidis umquhile George and Williame his sone and the said lordis airis....in trew and aufald band of manrent' to assist his lord in all his lawful actions and causes, and to ride and gang with him - and here he got something out of the agreement, for this was to be done at his lord's expense. His bond was a short and general one. The detail was reserved for the reason for the making of it:

'As one noble and mighty lord David lord Drummond and certane utheris principallis of the four brancheis and maist speciall and nerrest of the kin and freindis of umquhile Georg Drummond of Leidcreif and Williame Drummond his sone for thame selffis and remanent kin and freindis of the saidis umquhile George and Williame hes remittit and forgevin to me thair slauchteris and gevin and deliverit to me thair lettres of slanis thairupoun and that I am oblist be vertew of one contract to gif the said noble lord my band of manrent as the saidis contract and lettir of slanis deliverit to me mair fullleis proportis'.<sup>57</sup>

Most of these features appear again in the much larger-scale settlement of the murder of Neil Montgomery of Langehaw, great-uncle and self-appointed tutor of Hugh earl of Eglinton, by Robert lord Boyd, his son Robert master of Boyd, and various others, at Irvine in June 1547, a murder which re-opened the long-standing, if sporadic, feud between the Montgomeries and the Boyds. This was a complicated affair, involving a

considerable number of people. Montgomery had not only been at feud with the Boyds, but had quarrelled with Marion Seton, dowager countess of Eglinton, over the management of her son's estates. This quarrel had been patched up when the two came before the privy council in November 1546 to register the contract by which they settled their differences; this lengthy and detailed agreement included the promise that Neil would serve Marion and the heirs of her husband the late earl until they had reached the age of sixteen, and would maintain and defend the friends, servants and tenants of the house of Eglinton, who in turn would serve Neil; and Neil 'be this presentis the faith and treuth of his body byndis and obliissis him thairto in band of manrent in the sikrest maner but fraud or gile'.<sup>58</sup> But Marion also had connections with the Boyds. Both lord Boyd and his son were named in this contract as being involved in her affairs, and the master appeared on the witness list; and on 16 May 1547 she bound herself not to contract marriage nor to set tacks or rowmes which pertained to the house of Eglinton or lordship of Montgomery without the consent of the master of Boyd, under pain of perjury and defamation.<sup>59</sup> With this background, it is not perhaps surprising that she was accused of art and part in the murder of Neil, although on 28 June 1547 she was acquitted.<sup>60</sup>

If her supposed part in the murder was dealt with fairly quickly, it was over a year before any move was made against those about whose guilt there was no doubt. On 11 December 1548 Robert master of Boyd and seven others were granted by signet letter a relaxation of their being put to the horn because they had failed to find surety that they would underly

58. RPC, 1, 48-51.

59. SRQ, Boyd of Kilmarnock Papers, GD 8/138.

60. Fraser, Eglinton, ii, 143: letter of Archibald, earl of Argyll, justice-general.

the law for the murder of Neil. According to this letter, they now found surety that they would appear on the third day of the next justice ayre of the shire in which they dwelt, an assurance which seemed quite unnecessary in view of the privy-seal letter of the same date which gave them a remission for the murder, and also for their failure to turn up on the previous 20 August to join the army summoned to resist the English.<sup>61</sup> The government apparently saw no advantage and positive loss in pursuing for a private crime a man of influence such as Robert lord Boyd; and in this case 'the government' was James earl of Arran, the governor, with whom three months later, on 13 March 1549, Boyd exchanged bonds of manrent and maintenance, thus establishing or strengthening a personal connection as well.<sup>62</sup> It was therefore once again left to the kin of the murdered man to press for a settlement.

This took some time. On 19 October 1552 a truce was called, when Neil's son, Neil Montgomery of Langshaw, and Robert lord Boyd, both acting for their kin, friends, servants, men and tenants, personally bound themselves before the council not to trouble, persecute nor pursue the other in person, lands or goods, within or without the law; but this peaceful state was to last only until 1 January 1553.<sup>63</sup> On 29 May 1555 the council settled another matter of dispute between the Boyds and the Montgomeries, in this case in favour of lord Boyd against Hugh earl of Eglinton, but made no reference to the murder.<sup>64</sup> Boyd himself seems to have been in a strong enough position in the 1550s; on 3 December 1551 he acquired the support of John Muir of Caldwell and other Caldwells, members of a family who had been in the past

61. GD 8/196 and 140.

62. Hamilton 19 and 20. Montgomery of Langshaw had also made a bond of manrent to Arran, on 2 August 1544: Hamilton 10. The governor no doubt felt, perhaps cynically, that death relieved him of any responsibility; the bond had been made for life.

63. RPC, i, 128.

64. Fraser, Eglinton, ii, 151-2.

and would be again adherents of the earls of Eglinton, but who on this occasion made a bond of friendship to Boyd;<sup>65</sup> and he was regarded as powerful enough to be useful to Mary of Guise, from whom he received, for his bond of service, a bond of maintenance on 6 November 1557.<sup>66</sup>

Neil Montgomery, son of the murdered man, was himself not without protection. Apart from the head of his kin, the earl of Eglinton, whose minority, lasting well into the 1550s, made his protection nominal, Neil had given a bond of manrent to Archibald earl of Argyll on 20 September 1548 in return for Argyll's bond of maintenance, thus strengthening the relationship which existed through kinship on his mother's side.<sup>67</sup> But it was not until 10 February 1561 that the quarrel was 'aggreit and finallis endit' between him and the new lord Boyd. In a lengthy contract made in Glasgow, Neil promised that he and his kin would forgive Boyd and his accomplices for the murder, and assured Boyd that the act of forgiveness would take place at Irvine, the scene of the crime, on 23 February, when Neil, his mother, brothers and sisters would watch Boyd 'humilis compeir with the remanent his pairttakaris....and humilis for Goddis caus imploir and seek the saidis remit and forgifnes for the saidis offence'. Neil and his family were clearly going to make the most of it.

65. Contracts of friendship 53. In 1566 Eglinton referred to 'the specials favour he beris' to Caldwell; and a contract made in 1573 between Caldwell's son Robert and Hugh master of Eglinton spoke of the 'perpetuall bandie of manrent and service' of Robert's predecessors, and the 'ald ancient bandie of maintenance' of the master's, bonds which were now to be renewed: Fraser, Eglinton, II, 201 and 211-3.

66. Royal Bonds 20. It is just possible that the man involved was Boyd's son, the former master. Robert lord Boyd was dead by 10 May 1558; the last certain reference to him as lord Boyd and his son as master is on 29 July 1557: Scots Peerage, V, 155.

67. Argyll 32.

This time there was no question of a discreet meeting in the 'invert clois' of an abbey; the Boyds were obliged to present themselves 'in quhat maner the saidis Neile pleissis to devys at the mercat croce or kirk of the said toun....in plane audience of the people and thair upone thair kneis....unfeinzeitlie ask God forgifnes....and subsequentlie the said Neile....and call offir to the said Neile ane nakit sworde be the poynte in taikin of thair repentance fra the boddum of thair hartis, quhair the said Neile his moder brether and sisteris call remit the said offence'. More prosaically, Boyd was to pay 1800 merks, and his accomplices Charles Mowat, Robert Boyd and William Blair were to leave Scotland and go to France, there to remain during Neil's pleasure. For all this Neil would give to Boyd letters of elains; and 'for the mair tendir kyndnes ather of the saidis parteis call stand freindfull and amicable ilk ane to utheris and call tak afald part with utheris in all querelis leissum and honest'.<sup>68</sup>

Neil's letter of elains followed on this agreement. As was standard in this kind of letter, careful emphasis was put on the forgiveness of the crime by the whole kin; and in this case, as sometimes happened, both the paternal and the maternal kin were represented. Thus the letter was issued by Neil Montgomery, the dead man's son, Hugh earl of Eglinton, his great-nephew, as heir to Montgomery's father Hugh earl of Eglinton, and Gilbert earl of Cassillis as heir to the late John lord Kennedy, brother of Montgomery's grandmother; these represented Montgomery's 'twa branchis on the faderis syid'. Then came the representative of the widow, Archibald earl of Argyll, 'standand for twa of the branchis on Dame Helene Campbell his umquhile moderis syid' of the houses of Argyll and Stewart of Lorne. They 'with ane consent full counsall

68. GD 8/167. Neil subsequently promised to remit that part of the contract which sent Mowat, Boyd and Blair into exile, on condition that they and their partakers did homage and fealty to him and to his immediate family: Fraser, Eglinton, ii, 158.

and assent of all the kin and freindie of the said umquhile Schir Neill for us and thame for amite freindschop tendirnes and familiarite to stand betuex us and Robert lord Boyd' duly remitted and renounced, now and for ever, 'the malais rancour and hatrent of our hartis and mindie'.<sup>69</sup> A long-term feud was now, hopefully, being resolved in as impressive and comprehensive a manner as could be devised.

The last act in the ending of the feud in which this murder had been a major event was marked by a bond of friendship made on 25 August 1563 between Boyd and the head of the Montgomery kin, Hugh earl of Eglinton. This contract referred, with a sweeping disregard for past events, to the former love, favour and kindness which had existed in the past between their predecessors, and stressed the desire that 'siklyk favours amitie and kyndenes stonde and remayne betuex thame their kin, frendie and surnaymeis', and Boyd and Eglinton bound themselves, therefore, to take each other's part in all their actions and causes, to give counsel when required, to prevent harm and danger to the other, and to accompany one another 'in all raidie jurnayis armeis conventionais and assembleis siklyk as their faderis did of befoir'.<sup>70</sup>

These three cases all illustrate a number of aspects of this method of doing justice. In the first place they show the way in which the bond could be a means of pacification rather than the reverse, in the first two cases as a specific part of the agreement which brought the dispute to an end, and in the third as an aftermath. Bonds of manrent and maintenance or bonds of friendship were not essential features of these private settlements, although the idea that was always expressed, that of the friendship and kindness which was to stand between the two parties who had been reconciled, was the genesis of the theme which the

69. GD 8/170.

70. Contracts of friendship 55.



formal bonds, when they were made, took up and elaborated; the intention and effect of the bond were close enough to that of the settlement to make it practical in some cases to include them to reinforce the agreement. They were used in this way throughout the period when bonding was commonplace. One of the earliest examples of the word 'manrent' being used to describe the kind of relationship which the bonds created is found in precisely such a settlement. On 21 May 1446, Alexander earl of Huntly, Alexander lord Forbes, Alexander Irvine of Drum, John of Forbes, William of Leslie and others met to arbitrate in the dispute between Alexander of Forbes and Malcolm his brother, concerning their claims as heirs of their father, the late William of Forbes of Kynnaldu. The arbiters decided in favour of Alexander, and declared Malcolm's claims to be without foundation; and to settle the matter they obliged Malcolm 'to be man to the said Alexander for the term of his lyf befor all uthir next the king; for the quhilk manrent' Alexander was directed to infeft Malcolm with certain lands in the Garioch.<sup>71</sup> 150 years later, on 5 February 1602, Andrew Haring of Littleblair bound himself in manrent to Francis earl of Erroll, 'I haiffing speciale regaird and consideratioun of the fre remitt and lettre of alanes past and grantit to me be ane noble and mychtie lord ffrancis erle of Erroll....as cheiff and principall of the surname of Hay of the slauchter of umquhile James Hay sone to umquhile Williame Hay of Gourdie committit be me, and therby finding myself for evir oblist to the said noble lord his clemencie'.<sup>72</sup> In the early seventeenth century, in the closing years of the period when men made bonds such as this, Erroll's position as head of the kin of Hay still involved the duty, as it had done in the mid-fifteenth century and much earlier, of acting on behalf of a dependant who had been murdered, of bringing his murderer to terms, and

71. Aberdeen-Banff Illustrations, iii, 404-5.

72. Erroll 37.

in this case choosing to do so by demanding from him a bond as a guarantee of his observing these terms.

It is clear, then, that it was regular practice for men to make private settlements rather than to take their grievances to court, and that often they made bonds as part of their settlements. What is also clear is that these settlements were not infrequently made with the blessing of the government. The case of Neil Montgomery of Langshaw and Marion countess of Eglinton, who came before the council to register their contract ending their dispute, has already been cited. Likewise on 8 May 1498, James lord Livingstone and William Livingstone of Balcastle made an agreement in presence of the lords of council by which they settled their claims to the lands of Castleton and Balmolloch in the lordship of Kilsyth; lord Livingstone got the lands, but promised to feu them to William for £20 per annum; and 'the saide Wilzeam sal gif and deliver his letter of manrent oblisand him and his ayris to the saidis James lord Livingstone and his ayris before al utheris personis exceppand our soverane lord and his successouris alanerlie betuex this and Witsunday next tocum'.<sup>73</sup> And 1 March 1564 was something of a field-day for reconciliation. On that day Gilbert earl of Cassillis and Matthew Campbell of Loudon, sheriff of Ayr, came before the council, to whom they had previously referred

'all caussis quarrellis contraversis and debaittis quhilkis ether of thame their kin friends servandis assisteris and parttakeris had to propone aganis utheris in ony tyme bigane. And the said Matho band and oblist him to observe keip and fulfill the band of manrent maid and gevin be umquhile Hew Campbell of Lowdown Knycht Sheref of Air his fader, for him and ane air to umquhile Gilbert Erle of Cassillis fader to the said Erle, and his airis, and all pointis passis and articulis contenit thairin, and to do to the said Erle and his airis siclike service as be the said band he is oblist to do; and siclike, the said Erle band and oblist him and his airis to mantene and defend the said Matho, and to fulfill, observe and keip the band of maintenance, gevin be his said umquhile fader to the said umquhile, and ane air eftir him, and all pointis and articulis contenit thairin'.

73. ADC (1496-1501), 194-5.

Cassillis and Campbell then promised, for themselves and their kin, friends and servant, to remit 'all rancour, haitrent, malice, or querrell.... for ony querrell or criminal debait', and for the future 'to stand in amite, freindschip, tendirnes, and kindnes'. And as a token of their goodwill, they and their friends who were present

'embrased utheris in presence of the saidis Lordis. And forther, baith the saidis parties oblist thame, that eftir thir hamecoming in the cuntre, thai sall assemble thair freindis, servandis, and part takaris in the burch of Air, with all diligence, and thair caus thair saidis freindis, servandis and part takaris resseave utheris in hartlynes, tendirnes, and freindschip....quhairunto the saidis Lordis of Secrete Counsaile interponit thair autorite'.

Having done so, Cassillis was presumably ushered out, and his place was taken by George Crawford of Leiffnorie; and in similar terms, although this time with reference to a particular quarrel as well as to general discord, and without the making of a formal bond, Campbell and Crawford promised to resolve their disputes, to maintain friendship with one another, and, like Cassillis and Campbell, to organise a 'love-feast' in Ayr which would have done credit to James VI.<sup>74</sup>

The same conclusion can be drawn from the stated exceptions to the act of parliament of 1555 which forbade bonding in the future, and annulled all bonds of manrent and maintenance already made 'except heretabill bandis gevin of befoir or geven for asythment of alaughters in tyme bygane'. This act is not the great general condemnation which it has sometimes been regarded as; it was made in the particular political circumstance of a change of regency during the minority of Mary; and although lip-service

74. RPC, i, 261-3. D.H. Willson, King James VI and I, (London, 1963), 96, describes the occasion in May 1587 when James gave a banquet in Holyrood, and then prevailed upon the magnates to process, 'each holding his enemy by the hand', to the Mercat Cross.

was nominally paid to it, it was never observed.<sup>75</sup> But it is significant that even here the value of the bond in the aftermath of murder should be specifically recognised. And later in the century, James VI gave personal approval to the use of the bond in the settling of disputes on two occasions. In 1585 he himself ended a dispute between the commendator and baillie of the abbey of Holywood and Roger Grierson of Lag concerning rights over certain tenants of the abbey, by stipulating that the commendator should receive their rents, but that they should be bound in manrent to Roger only and should serve him as their predecessors had done and be defended by him.<sup>76</sup> And in 1592 he secured parliamentary ratification for a bond of manrent made five years earlier by William Weir of Stanesbyres to James Weir, laird of Blackwood, as assaythment for the murder of James' son by William; the stated reason for the ratification was that the bond was 'gevin for ane necessar and guid cause viz for keping.... the parties thairin....in perpetuall quietnes in all tyme cuming'.<sup>77</sup>

None of this can be written off as the mere toleration of private settlements by a government which disliked them but because of weakness had

75. APS, II, 495-6. The act was referred to once, in 1576, when regent Morton gave a license to James Stewart of Doune, allowing him to receive the bond of manrent made by William Edmonstone of Duntreath and his son and heir James, for the reconciliation of the feud caused by the murder of Stewart's father by William. Stewart was assured that no harm would come to him as a result of accepting the bond, in spite of the act of parliament: SR0, Duntreath Muniments, GD 97/3/ 'Autographs' 21. Why Stewart sought the license is not known. Morton, who made and received bonds himself, clearly did not regard the act as a deterrent; he may, however, have regarded it as a source of minor profit-making if, as is possible, he charged for the license; the alternative, that Stewart of Doune was uniquely cautious in acquiring the license, and that it was the only one of its kind, seems less likely. It is also possible that Morton was motivated by the same policy which had inspired the act in the first place: that those who held power in a minority, and were therefore vulnerable to challenge, sought to enjoy the advantages of bonding themselves while clamping down on others. See below, pp. 349-50.
76. The Lag Charters, ed. A.L. Murray, (SRS, 1958), 55-6.
77. APS, III, 624-5. Acquiring parliamentary ratification for this bond of manrent has something in common with the case of Stewart of Doune. But this time the only reference to previous legislation was a brief and vague mention of 'quhatsumevir lawis actis or constitutionis maid of befoir in the contrair appering to be derogative heirto'.

no option but to accept them. The fact that the government had an obvious interest in the maintenance of law and order is not necessarily synonymous with a desire to see every murderer hanged. Those who governed, as well as those who were governed, accepted the idea of compensation which was the basis of the private settlement, and no doubt accepted also the purely practical fact that the private settlement was a convenient and effective way of dealing with crime and civil disorder, as James VI's approval of William Weir's bond of manrent of 1592, approval given precisely because it achieved 'perpetuall quietnes', explicitly demonstrates. It has been convincingly argued that those mediaeval kings who made a strong effort to strengthen royal justice were supplementing magnate justice, and were in no way mounting a 'full frontal attack' on it; this argument is applied to private jurisdictions, but it is equally valid when extended to the exercise of lordship in private arbitration and private settlement.<sup>78</sup> What this meant in practice was that, for example, people literally did 'get away with murder' in the sense that they were neither executed nor locked away from society, and that, as all the cases which have been described show, there was a strong personal element in the maintenance of order, and very little sense of abstract state justice. What it emphatically did not mean was that later-mediaeval Scotland was a lawless society where crime went largely unpunished; indeed, it is of some interest to see how the wheel has come full circle, so that the development of state justice has in the present day (1974) produced an increasingly strong criticism that the law makes too little allowance for reparation to the victims of crime.

The remission given to Robert lord Boyd in 1548 raises a further aspect of the government's attitude to law and order. The private settlement

78. J.R. Lander, 'Bonds, coercion and fear: Henry VII and the peerage', in Florilegium Historicale: Essays presented to Wallace K. Ferguson, edd. J.G. Rowe and W.H. Stockdale, (Toronto, 1971), 327-67. The 'coercion and fear' of the title refer to the king's coercion of the magnates, and their fear of him.

had the distinct advantage of absolving the government from the responsibility of taking action for his private crime against a man of influence and therefore of usefulness to it. In one of his essays in Feudalism and Liberty, Professor Painter argues that the strong Plantagenet kings drew a distinction between the political and personal freedom of the magnates, so that while they would take action against a magnate who was guilty of a political crime, they were very much less anxious to bring to justice one who had committed a personal or private crime.<sup>79</sup> One cannot simply assume that the later-mediaeval Scottish government thought entirely in these terms; remissions, for example, were given for crimes which would qualify for both of Painter's categories. Nevertheless, it is an argument which carries a great deal of conviction, for it emphasises something which was generally true of mediaeval government: that the necessity of relying on men of power and influence, the 'armes and executers of your (the king's) lawes',<sup>80</sup> meant that the private crimes of men like lord Boyd were not the most important consideration in the government's dealings with them.

The question of the government's relations with the magnates can be taken further than this. The distinction between government and magnates is an artificial one, in that many of the magnates were prominent members of the government, in the council, at parliament, and in the less official role of friends and advisors of the king; indeed, in Scotland, in the long periods of minority, the business of running the country devolved entirely on them. Thus, for example, the idea of the ungovernable Scottish magnates is seriously undermined by the revealing fact that during the difficult minority of James V, the earls of Huntly and Argyll 'seem on the whole to have supported the administration whatever faction was in power, for they

79. Sidney Painter, Feudalism and Liberty, (Baltimore, 1961), 259.

80. James VI, Basilikon Doron: The Political Works of James I, ed. C.H. McIlwain, (New York, 1965), 25.

were consistent attenders at the council, and between them they were able to maintain stability in the whole of the north and west.... While criminal justice was unquestionably weak....it is noticeable that most of the recorded disturbances were in the country south of the Forth, especially the south-east'.<sup>81</sup> The earls of Huntly and Argyll appeared in two roles, as participants in central government and as local magnates of influence; that their attitude was consistent in both is more believable than that they sat in council discussing problems of disorder and ways of dealing with it, and then returned to their localities to take the lead in creating that disorder. It mattered little, after all, to the earl of Huntly who held the relatively insignificant lands of Sandlaw; it matters rather more in considering the significance of what happened in the course of that dispute that the man who settled it appears on almost half of the known council sederunts in the year June 1545 to June 1546, was prominent enough and interested enough to become chancellor in June 1546,<sup>82</sup> and was therefore involved in coping with the same kind of problem at two levels. It is also relevant that he was prepared to use his position in government to add to his local prestige. On 3 August 1546 he obtained recognition from a well-attended council that it was treason to slay a chancellor; this was undoubtedly related to his own dispute with William master of Forbes, with which the council had dealt on 30 July.<sup>83</sup> To acquit the Scottish magnates altogether of self-interest is to suggest an unnatural degree of saintliness; to suggest on the other hand that self-interest was their main or only motivation is to underestimate the many who combined their positions as crown servants and the great men of the localities with a

81. Donaldson, James V-VII, 41.

82. RPC, i, 23-4.

83. *ibid*, i, 32-4; in a back-handed way, this bears out Painter's point.

fair degree of honesty and a considerable degree of success.

So far, the cases which have been discussed have been the successful ones, the ones which demonstrate the merits of the private settlement. But in the very fact that such settlements depended on the will and co-operation of individuals rather than on the state lay an obvious weakness. The Sandlaw case showed something of this weakness, in that the obstinacy of the Bairds was enough to create stalemate until a magnate of overwhelming power was brought in; and a man of greater strength than the Bairds could cause even more delay and difficulty than occurred over Sandlaw, if not make a settlement impossible, simply by being prepared to hold out. Both of these aspects are illustrated by two disputes involving John Lamont of Inveryne in the 1530s and 1540s.

The Lamonts, originally a prominent mid-Argyll family, had by the fifteenth century become one of the many second-rank families dominated by the Campbells of Lochawe, later earls of Argyll; their lands and area of influence lay mainly in Cowal. Relations with the Campbells of Lochawe were, as far as can be judged, consistently amicable. Three Campbell-Lamont marriages are known to have taken place. In the mid-fourteenth century, Archibald Campbell of Lochawe married Mary, daughter of John Lamont; in the second half of the fifteenth, Dugald Campbell of Auchinbrek, grandson of Duncan Campbell of Lochawe, married the daughter of Lamont of Inveryne, a marriage which was to cause trouble in the sixteenth century, when Archibald Campbell of Auchinbrek and the Macclachlan descendant of the lady's sister unsuccessfully claimed the Lamont estates in 1546-7; and finally Jean, daughter of Archibald, second earl of Argyll, married John



Lamont of Inveryne.<sup>84</sup>

The Campbells had a prominent part in a very interesting document of 1433, an indenture of lordship and service made by Robert Lawmoneon, chief of the kin, styled lord of Inveryne, and his 'deyr cosyn and man' Finlay Ewenson, lord of Ardlamont, in the presence of Duncan Campbell of Lochawe, his son Colin, and three other Campbells. This indenture contained the promise that Robert would 'be to the said Finlo and his ayris leyl and a gude lorde as his lord and chieff of kin acht for to be to thar neyr cosen and man, and the said Fynlo is becumyn man to the said Robert and his ayris for ever, in law and servis aganis all dedlik, our mast dred soveran lorde the kyng and the Stewart of Scotland outhen alanerly'. It was made to end enmity between them; it made provision for the settlement of their dispute over certain lands; and it stated that if Duncan Gyllaspiceon, Robert's nephew and heir, would not be bound in the same manner, Robert 'oblissis him to wyrk in the contrar of the said Duncan his nevo anens the said cause be the consal and ordinans of the lord Duncan Campbell and the maist part of thir foyr wretyn personis but fraude and gyle'.<sup>85</sup> And throughout the remainder of the fifteenth century and the first half of the sixteenth, there was constant interaction between Campbells and Lamonts. On 6 November 1478, for example, John Lamont of Inveryne appeared as depute for Colin earl of Argyll, and baillie of Cowal, and in 1479 as sheriff depute of Argyll.<sup>86</sup> On 1 June 1497, there occurred an interesting example of good lordship, when as part of his indenture with Gilchrist Lamont of Inverneilbeg concerning the lands of Glack and Kildalven, Archibald earl of Argyll 'byndis and oblissis him to keip and fulfill the

84. George Crawford, The Peerage of Scotland, (Edinburgh, 1716), 16; Sir Robert Douglas, The Baronage of Scotland, (Edinburgh, 1798), i, 61, and Highland Papers, (SHS, 1934), iv, 64; Crawford, Peerage, 18, Scots Peerage, i, 336, and An Inventory of Lamont Papers, 1231-1897, ed. Sir Norman Lamont of Knockdow, (SRS, 1914), 35, where in a charter of 1522 Jean is named as 'Moir Campbell'.

85. Argyll Transcripts, ii, 211.

86. Lamont Papers, 24 and 25.

contract and band maid be the said Gilcrist to Isabell Lawmond dochtir to John Lawmond of Inneryn for hir lyfytyme concerning the landis of Innerneilbeg and the Glak with their pertinents'.<sup>87</sup> On 30 October 1515, John Lamont of Inveryne was associated with Colin earl of Argyll and others in a remission granted by John duke of Albany for all their crimes, especially those committed in Bute, but excepting, significantly enough, 'proditoria tradiciones in personam regis et in personam prefati sui tutoris'.<sup>88</sup> On 16 June 1524 John Lamont of Ardlamont granted a charter in the presence of Colin earl of Argyll, and the Campbells of Glenorchy, Ardkinglas and Duntreon, and Archibald, brother of Ardkinglas;<sup>89</sup> and indeed, throughout this period, the Lamonts appeared regularly as witnesses to Argyll charters, as to a lesser extent did the Campbells to Lamont documents.

Against this background, it is not surprising that the arbiters chosen by Lamont and Duncan Macgibbon of Achnagarryne on behalf of themselves and their kin in the first of Lamont's disputes, were, with one exception, Campbells: Donald Campbell, abbot of Coupar Angus, John Campbell of Cawdor, Archibald Campbell of Skipness, John Campbell of Lundy, Colin Campbell of Ardkinglas and Robert Maxwell of Newark. The dispute between Lamont and Macgibbon had arisen from the murder of Donald Macgibbon, Duncan's son, by Lamont, and from Duncan's claim that the lands of Ballechindryin belonged to him because of 'ane crym of forfeiting',<sup>90</sup> and on 26 June 1532 they came to Perth to hear the judgement of their arbiters. The first part was settled easily enough, in the accustomed manner. The arbiters decreed that

87. Lamont Papers, 29.

88. RSS, i, no. 2656.

89. Lamont Papers, 35.

90. The lands of Ballachindryin had been granted to Lamont by Christian Macgibbon of Achnagarryne in 1520; sasine was given again by Duncan Macgibbon in 1525: Lamont Papers, 34 and 36.

Lamont should come 'in humble maner' on any day which pleased Archibald earl of Argyll, and in Argyll's presence ask forgiveness of Duncan and the friends of the murdered man, and that he should pay a priest chosen by Duncan £10 per annum for two years for prayers for the soul of the dead man, and should also pay 100 merks to Duncan for assythment on a month's warning from Duncan; and this done, Duncan would give to Lamont his letter of elaine on behalf of the four branches of Donald's kin. But on the question of the lands of Ballachindryin, about which no doubt Lamont felt more strongly, there was deadlock. Lamont had chosen his arbiters, but that apparently made no difference when they proposed a settlement contrary to his interests; and all that the judges could produce was the optimistic but weak statement that 'because we could nocht gudle get the said Johnnis consent of the samyn we ordane the said Duncan to perschew his actioun at he hes for recovering of the saidis landis as he plesis eftir the form of law and be na uthir wais of deid, and ordainis the said Johnne to be contentit thair witht but ony grunchying or rancour of mynd, and that athir of the saidis parteis salbe content quhatsumevir decisioun that salbe maid to thame be the law'. This suggests that they felt that Duncan had the better case, but that they could do nothing but state that the parties should go to law rather than fight it out, even if it seemed fairly obvious that 'the said Johnne' was unlikely in the extreme to be contented, and that Duncan's chances at law were hardly good.<sup>91</sup>

Neither the Campbells who arbitrated nor Archibald earl of Argyll, who was not only to stage-manage the reconciliation between Lamont and Macgibbon, but was actually present at the arbitration, were able to force Lamont's acceptance. Macgibbon's relationship with the earl is not known; Lamont, on the other hand had two years earlier, on 1 June 1530, given his

91. Argyll MSS. vol. 5/44.

bond of manrent to Argyll, and had received in return a grant of ten merklands of Auchethewin and Kames, and also a letter of gift giving him power to hold baron courts in the name of the earl on these lands.<sup>92</sup>

Argyll's part in the arbitration therefore suggests the interesting possibility that the lord, far from backing a wrong-doer who was his dependant, had intervened in an attempt to ensure that his dependant made due compensation for his crimes, although in this case he failed to procure a settlement. The fact that he did fail gives weight to the argument that those who made bonds of manrent in no way became slavishly subservient to their lords, obliged to obey in all circumstances and at all times. It also underlines the importance of personality. A strong personality was essential if agreements based on personal relationships were to be made to work. The effects of the weakness of the fourth earl of Argyll demonstrate this; and his subsequent clash with Lamont of Inverryne brings it out even more clearly.

On 14 April 1538, Ninian Bannatyne of Kames entered into a bond of manrent and maintenance with Archibald earl of Argyll.<sup>93</sup> No doubt fortified by this, he began, two days later, an attempt to regain his five merklands of the two Auchcrossans in the bailliery of Cowal,<sup>94</sup> ultimately resorting to tactics reminiscent of the nineteenth century. On 16 April, he arrived in person in the lands, and warned the tenants - Archibald Lamont, John McKouin, John McOlmichell McOlmere McGilchrist, Donald McBaxter and Donald McOlmere McCallum - to remove themselves, their families and goods

92. Argyll 20; Argyll Transcripts, iii, 241; Argyll MSS. vol. 5/40.

93. Argyll 24.

94. These lands were originally granted to Robert Bannatyne of Kames on 20 December 1475: RMS, ii, no. 1214. They lay fairly close to Inverryne, and were very much in Lamont territory.

before Whitsun.<sup>95</sup> Two months later, on 7 June, he appeared again, and on this occasion cast out of the houses of each of these tenants three things, thus symbolising that the lands should be vacated for his entering into possession.<sup>96</sup> His next visitation occurred on 12 June, when he drove out all the cattle, horses and sheep belonging to these tenants, and replaced them with his own. But in this case the dispossessed retaliated. Four of them, led by Duncan Lamont, acting in the name of his father John Lamont of Inverryne, promptly removed Bannatyne's animals and brought back their own, refusing to move until they were ordered to do so by law.<sup>97</sup>

This was special pleading. As early as 1532, Bannatyne had attempted to regain his lands; on 13 May of that year, the sheriff and baillie of Kyle and their deputies had been ordered by the king to take cognition in his action against John Lamont of Inverryne and Lauchlane Macclauchlan of that ilk, for their violent occupation of Auchcrossan.<sup>98</sup> Eventually after five years, on 14 October 1537, he was given sasine of the lands as heir to his late father Robert Bannatyne of Kames.<sup>99</sup>

Having established his legal right to the lands clearly did not help to solve his problem of getting rid of the Lamonts and their tenants; and his difficulty in doing so may well explain why he entered into his contract of manrent and maintenance with Argyll. But while he bound himself to take Argyll's part 'againis all men leifand' save the king, Argyll promised only to maintain Bannatyne and support him in his affairs 'als weill as we will do for any utheris kynnisemen or servandis within our erledome of Ergill'; unfortunately for Bannatyne, these other kinsmen and

95. SRD, 'Isle of Bute: Abstracts of Charters and Documents', no. 263.

96. *ibid*, no. 266.

97. *ibid*, no. 267.

98. *ibid*, no. 206.

99. Lamont Papers, 46.

servants included both Lamont of Inverryne, who had been bonded to Argyll in 1530, and Macclauchlan of that ilk, who on 10 June 1536 received from Argyll a bond of maintenance in return for his service and his discharge of 200 merke owed by Argyll for completion of the marriage contract with Katherine Tait, Macclauchlan's wife, and of £20 per annum promised to him in the past by Argyll and his father;<sup>100</sup> and Lamont and Macclauchlan had not only their own claims, therefore, on the earl, but were also, during this period at least, bound to one another by common interest.

This common interest had begun in 1527, when the dispute between Lamont and Macclauchlan was ended by arbitration at Castle Campbell on 24 January, the arbiters being Donald Campbell, monk of Coupar Angus, Archibald Campbell of Skipness, Archibald Campbell of Kilmichael and Colin Campbell of Ardkinglas. As part of the agreement, the arbiters ordained 'the saidis Johne and Lauchlane to do their diligence to uptak the benevolence of John Bannatyne anent the taks of the five merkland of Auchacrossan gottyn to the said John Lamont', and whenever Lamont should get the tacks of the lands, he should set and assedate one half of them to Macclauchlan. If he did not 'do his diligence', it would be lawful for Macclauchlan to take in assedation half of the five merklands as he had before. On this occasion, the earl of Argyll was not present; but the arbiters decreed that if either party failed to fulfil the agreement, he should pay to the earl 300 merke 'without ony pretens of law', and that Argyll should give 100 merke to the kirk of Kilmory, 100 to the party fulfilling the contract, and should use the remaining 100 as he pleased.<sup>101</sup>

This agreement about the lands of Auchcrossan is the only known reference to any claim that Lamont had, and it is by no means clear that

100. Argyll 23; Argyll MSS. vol. 5/72.

101. Argyll MSS. vol. 5/35; the earl in this case was Archibald's predecessor, Colin, third earl of Argyll.

his claim was a good one.<sup>102</sup> Nevertheless, Bannatyne's attempt in 1532 and his more violent action in 1538 were both abortive; the case dragged on without further progress until 3 November 1540, when a very curious incident took place. On that day, Lamont turned up at the sheriff court held on the castle hill of Dunoon by Archibald earl of Argyll and his deputies Colin Campbell of Ardkinglas, James Campbell of Lawers, Charles Campbell of Ballingover and George Fleming of Kilmalcolm, and there produced a signet letter of James V to the sheriff of Argyll, forbidding him and his deputies to take any proceedings against Lamont or his tenants, or serve any briefs on their lands until he 'first gif ene deput onsuspect and to set in ene onsuspect place', on the grounds that 'ther is feud and inimite as ye knaw betwixt yow and Johnne Lamont of Inneryn for the quhilk he and his frendis dar nocht compeir befoir yow and your deputis in your schiref court of Argyle haldin in Dunnowne nowder to perschew nor defend thair just materis nor objectis'. Argyll on hearing this denied any knowledge of feud or enmity between himself and Lamont, pointing out that Lamont had come to the sheriff court with his kin, Duncan his son and heir, his brother John, John Lamont of Ard and John Lamont of Ascog and other servants and familiars, 'sine aliqua presumptione odii vel inimicitie sine metu inter se vel ipsorum aliquem et dictum dominum vicecomitem', and had indeed requested that he be admitted to find a procurator for himself and his servants in the case brought by Ninian Bannatyne of Kames against him concerning the lands of Auchcrossan, which heritably pertained to Ninian, and which Lamont had formerly unjustly occupied; and that he had submitted himself to the jurisdiction of Argyll as sheriff without any allegation of feud or enmity. For this reason,

102. Even less is known about Macclachlan's claims or rights in the matter; indeed, after Bannatyne's first complaint, in 1532, there is no further reference to him.

Argyll entered a protest demanding legal remedy from Lamont, on account of the 'relations et presumptiones' imposed on him by Lamont, and asked for a public instrument to be drawn up.<sup>103</sup>

This might appear to suggest that the Auchcrossan case had been settled; but subsequent events make it clear that at this stage no final decision had been reached. The unfortunate Argyll, caught between two conflicting lairds, to both of whom he had promised his protection and help, was no doubt perfectly correct in his claim that he knew of no enmity between himself and Lamont. But the wording of the notarial instrument suggests that Bannatyne's action against Lamont in the sheriff court of Argyll had looked as if it was going to succeed; and Lamont, who had refused the judgement of his chosen arbiters in 1532 when it went against him, was clearly equally unprepared to accept an adverse judgement from the sheriff of Argyll, and had therefore obtained from a higher authority a means of preventing that judgement being made.<sup>104</sup> Argyll then took the line of least resistance, and did nothing further; and such non-action was of course disastrous in a situation which depended for solution on the strong and effective exercise of good lordship. Eventually, on 16 February 1542, Bannatyne appealed to the lords of council against Argyll for his failure to remedy Bannatyne's unjust loss of lands; and the lords ordered that the sheriff of Ayr, the baillie of Kyle and their deputies should take cognition of the affair.<sup>105</sup> And that, with Bannatyne back to where he had been ten years previously, is, as far as the existing evidence goes, the unsatisfactory end of the story. But eighty years later, on 17 May 1623, Hector Bannatyne of Kames sold to

103. Argyll MSS. vol. 5/78.

104. As a contrast to the theme of the overmighty magnates and weak but well-intentioned crown, one might assume from this that the crown and a recalcitrant laird conspired to pervert the ends of justice against a weak but well-intentioned magnate.

105. Bute Charters, no. 296.



Sir Coll Lamont of Inveryne the lands of Auchcrossanmoir and Auchcrossanbeg, extending to five merkland of old extent, so that it seems that in the sixteenth century Ninian Bannatyne eventually did regain his lands, and that in the seventeenth, the Lamonts had the last word.<sup>106</sup>

The Auchcrossan dispute brings up the second aspect of bonds and the law, the question of its effect on justice in the courts. In this case it is clear that neither Bannatyne nor Lamont fits into the traditional picture of the man who made a bond to a lord being protected by him in the courts, for Argyll was manifestly inefficient at helping the one or constraining the other. But the idea that lords did protect their men in court - the implication being, obviously, their men who were guilty of crime - is one of the most deeply rooted in the older view of a society vitiated and corrupted by the network of private agreements which ran counter to the enforcement of a law which was above the politics and pressures of conflicting parties; and this may well be true even if the balance is somewhat redressed by the argument that the settlement out of court was more positively acceptable and had more positive advantages than was formerly thought. While general theorising about the progress of society towards a particular kind or level of civilisation is a dangerous pursuit, it is probably justifiable to regard the fifteenth and sixteenth centuries as a period of transition, a period when the increasing pressure of cases coming before the courts, the growing interest in and development of the law, and the proliferation of lawyers, began to create a climate in which the older dependence on the individual, either the head of the kindred or the lord, and the use of private arbitration and settlement gradually declined, so that while it survived extensively throughout the sixteenth century, it was much less prominent in the seventeenth. To this extent, therefore, however much the bond may have been a useful and

106. Lamont Papers, 140.

pacifying force in the settling of disputes and crimes which were never brought to court, it may also have been a threat to the effective enforcement of the law through the courts, and thus, at a time when the courts were coming to be more widely used, an anti-social force in a very real sense.

It is impossible, however, to be certain about the extent to which men did have the protection of their lords in the courts. While the use of the bond in private settlements is clearly documented, the connection between bonds and the courts is not, for the simple reason that support by a lord for his man on the strength of a bond of manrent was not a matter for official record. Thus, for example, the acts of the lords of council provide a wealth of information about seizure of land and the complaints which arose from it; they include a certain amount of personal detail, such as an interesting little sidelight on the character of Alexander Ogilvy of that ilk, who in 1540 after winning a case against William earl of Erroll, still intended 'of verrey malice' to have him put to the horn;<sup>107</sup> and they show the irritating delays which those who took their cases to court might have to endure. But they contain almost nothing which demonstrates parties to bonds acting together, far less affecting the verdict of any case.<sup>108</sup> Unsatisfactory as it is, therefore, all that can be done is to describe such evidence as is available, which is sufficient to show that lords did support their men in the courts; but the extent of the problem must remain a matter of conjecture.

It is not surprising that the problem was there in Scotland; it was a feature of mediaeval society in general. To put it into context, it

107. SRD, ADC et S, x, f.52r.

108. Sample surveys of the volumes of *Acta Dominorum Consilii et Sessionis* were made for the early and mid-sixteenth century. In view of the very small return as far as direct evidence of a connection between bonds and the courts was concerned, it seemed justifiable not to pursue this further.

is worth first looking at evidence from England; for there it existed within the framework of what was probably the most developed legal system in Europe. A major reason why the older school of English historians were so convinced of the evils of retaining, of 'bastard feudalism', was that the publication of the Paston Letters provided them with an enormous corpus of material from which they could fill out the background which the legal records did not show.<sup>109</sup> The Paston Letters left no doubt about the way in which the courts could be overawed; and the rehabilitation of 'bastard feudalism' which the work of K.B. McFarlane successfully ensured has not altered this aspect of it. One case in which John Paston was involved which came before the sheriff of Norfolk is given here as an illuminating example of how far the exercise of lordship - lordship to which in this case the epithet 'good' is totally inapplicable - could make the exercise of justice meaningless.

In 1451 John Paston brought two indictments, the first against Robert lord Moleyns and the second against Moleyns' followers, for forcibly expelling him from his manor of Gresham. As he had retained possession of Gresham, he might well have held his peace; and events were to show the futility of his action. On 2 May 1451 he was warned of his chances of failure by three of his 'trow and feithfull frendes', by name Debenham, Tymperley and White, who wrote to him informing him that

'the sheriff is nocht so hole as he was, for now he wille shew but a part of his frendeshippe. And also there is a grete presse of pepill, and fewe frendes.... Also the shereffe enformed us that he hath writyng from the king that he shall make such a panell to aquyte the lord Moleynes. And also he tolde us, and as ferr as we can conceyve and feel, the shereff wille panell gentylmen to aquyte the lorde, and jowroures to aquyte his men; and we suppose that it is be the mocion and meanes of the othir party'.

109. A notable example is the work of Charles Plummer, the modern inventor of the phrase 'bastard feudalism' and one of its strongest critics; his introduction to Sir John Fortescue's Governance of England makes extensive use of the Paston letters.

That being so, they asked for instructions, hinting that a 'tretis' might be a possible way out.<sup>110</sup> Paston, however, was a bold and determined man; he went ahead, and although Moleyns was duly acquitted, he pressed on with his action against Moleyns' followers, and this time made an even more blatant attempt to secure their conviction. On 27 May his servant John Osborn had to admit failure:

'I remembred hym (the sheriff) of hese promyses made before to yow at London....and than he sayde he wold do for yow that he may, excepte for the aquitall of the lord Molyne men, in so meche as the king hath wrote to hym for to shewe favour to the lord Moleyns and hese men, and as he seyth the indytement longyth to the kyng and not to yow, and the lord Molyne a gret lord. Also, as he seyth, now late the lord Moleyns hath sent hym a letter, and my lord of Norffolk anoder, for to shew favour in these indytements, he darnot abide the joportes of that, that he shuld offende the kinges commaundment...And then I sayde....you have offered hym and wol performet sufficient sewerte for to sawe hym harmeles.... And then he sayde he myth non sewerte take that passid C li; and the lord Molyne is a gret lord, he myght soon cause hym to lese that and meche mo. Than I sayde, be that meane, in defaute of a shereff, every man may be put from hese lyvelode....'<sup>111</sup>

What is of particular interest in this sad little story is the way in which everyone involved was trying to settle the case and ensure the verdict before ever it reached the court. It was not so much a case of the unprincipled great oppressing the honest weak as the greater having much better bargaining power than the lesser; for Paston's complaints about lack of justice are the complaints of the man whose own machinations had failed, although obviously his position was more defensible in that he had undoubtedly been the victim of Moleyns and had therefore the better case. What is also striking is the blatant and openly acknowledged fact that the king had issued a letter, presumably at Moleyns' request, which

110. The Paston Letters, ed. James Gairdner, (Edinburgh, 1910), i, 208.

111. *ibid*, i, 214-5.

in effect ensured that his crime would go unpunished. This aspect of the case can no doubt be attributed to the particular weakness of Henry VI. More generally, what is made clear is the general acceptance of the idea that what influence a man had could be put to use in this way; and the whole affair is an unpleasant example of what an unscrupulous lord could achieve.

The 'grete press of pepill, and fewe frendes' about which the first letter complained is obviously paralleled in Scotland by the famous occasion of Bothwell's nominal trial for the murder of Darnley in 1567.<sup>112</sup> More prosaically, there is the evidence of the repeated legislation which denounced not retinues as such but overlarge ones; and the preoccupation with retinues brought to courts and gatherings suggests that the use of sheer numbers to overawe the opposition was not confined to an exceptional state trial involving men of the highest rank and power. Thus when James VI sent a rather pathetic appeal to John lord Hamilton, requesting that on his coming to the 'day of law accompaneit with youre freindis' he should bring only his ordinary train, 'sen it is ane ill example to brekk the lau baith maide in parliament and rensuit be proclamation',<sup>113</sup> he was referring to a long-held and, from time to time, explicitly stated objection to this particular abuse of the courts. He himself had specified this objection in his ordinance of 13 July 1590 which said that because of the 'greit hinder of justice in tyme bigane be occasioun of greit convocations of nobill men, baronis and otheris personis oftymes armit, reparing to the justice courtis, conventionis, or for their awin privie erandis',<sup>114</sup> the act of parliament of 1584, which was a general act reaffirming other general

112. Donaldson, James V-VII, 128; I.B. Cowan, The Enigma of Mary Stuart, (London, 1971), chapter 12.

113. HMC Eleventh Report, Appendix, part VI, 66. The idea that the great should be an example to the lesser was one which James clearly felt strongly; he put it forward with reference both to himself and to his nobility in The Trew Law of Free Monarchies and Basiliikon Doron: The Political Works of James I, 18, 26 and 63.

114. RPC, iv, 508.

acts on this subject, should be put into strict execution. The earlier act of 1536 which said that men should not come to 'courtis nor gaderingis witht ma personis na thai ma daily sustene in household', unless they were the king's officers;<sup>115</sup> the attempt made on 27 May 1532 so to order the business and conduct of the council that no man should enter unless the lords of council were notified and gave their approval, and that 'na man entre to play bot the parteis contenit in their summondis and their procuratouris, giff thai will ony have';<sup>116</sup> and the act of 1555 which said that in criminal actions the defendants 'sall have allanerlie with theme at the bar sax of their maist honest wyse substantious freindis habill to gif counsell with their advocattis to defend, and the party persewar of that cryme to have with theme foure of their freindis allanerlie swa that be multitude of freindis cummand to the bar the getting of an assayis sall not be stoppit';<sup>117</sup> all these make it clear enough that pressure of this kind did threaten the workings of the courts.

Similarly, attempts to ensure a favourable hearing by exerting influence in advance of one's case were made in Scotland as in England. The inducement offered by William earl of Erroll, and the particular case he was involved in, are not known; but almost certainly they lay behind the making of a bond of manrent to Erroll and his son and heir on 15 August 1501 by Master Richard Lawson, justice-clerk, a bond which was concerned almost exclusively with Lawson's assurance that he 'sall forthir thaim to haf justiss therin and the best and mast favorabill....profeit and honour at all tymis.'<sup>118</sup> And on 1 October 1583, John Grant of Freuchy

115. APS, II, 351.

116. Acts of Council (Public Affairs), 373.

117. APS, II, 495.

118. Erroll 14.

wrote a blunt request to Sir Alexander Hay, lord clerk register, in which he informed him that he had conferred with Hay's cousin, the laird of Mayne, about the lands of Inverellan, and had agreed with him on such heads as Mayne and 'this wther gentillman, my friend', would explain to Hay, Grant himself being old and infirm enough to want to 'eschew tribull'; he then begged Hay's good will in this his honest cause, reminding him that 'I doubt nocht bot your lordschip will prefer me to wtheris that ar nocht so tendir of bluid to your lordschip, nor yit mair willing to do your lordschip sic stid and pleasour as lyis in me', and ended by thanking Hay for the favour shown to him in his causes in the Session.<sup>119</sup>

Private letters are, of course, the best source of information about pressure being brought to bear in order to secure a verdict; and there is one late-sixteenth century collection of letters, the correspondence of Patrick Waus of Barnbarroch, which, while on a much more limited scale than the Paston letters, does provide a picture of the attempts to use influence for this purpose. On 16 March 1574, for example, John Dunbar of Mochrum wrote to Waus, telling him that his kinsman John Dunbar and others of his kin and surname were summoned by the laird of Sorbie to underly the law for the murder of a kinsman of Sorbie. Dunbar of Mochrum accounted his intention of ensuring that his kinsmen turned up to answer the summons, but went on to say that 'because the samin tendis as hichtlie to my honor, And alsua to the quietting of my self and freindis in this cuntre, I tink It werry necessar to be accompanied at the said day with my Lowing freindis'; and as Waus was also kin to the accused, Dunbar requested 'as ye luife the veill and honor of me, my house, and freindis, that ye will kype the saidis day and place, accompaneit wyth your servandis in sic manner as ever ye will desseyre me, my freindis and servandis, to do for

119. Fraser, Grant, II, 36-7.

you quhen your Lyffis ar socht as ouris ar'.<sup>120</sup> Waus' life was not 'socht'. In 1576 he became a senator of the College of Justice, and thereafter was open to pressure of a different kind. Many of the letters written to him expressed the hope that the writers would 'haif justice', which was merely another way of saying that they should win their cases. More bluntly, Sir John Edmonstone, writing on 29 November 1584 on behalf of his kinsman and servant Alexander Edmonstone, in his action against Alexander Davidson, cheerfully prejudged the issue by pointing out that Davidson had 'prowin baith the theif and the tratour to him and me', and then went on to ask that Waus should stand friend to Edmonstone, but also 'do wpryght justec for baith'.<sup>121</sup> Huntly requested 'all guid equities' in the action between his cousin Patrick Gordon, and Sir James Tarves in 1590, but spoiled the effect by adding 'nocht douting but your (Lo) will assist him'.<sup>122</sup> And with the most remarkable frankness, John lord Hamilton sought Waus' help in a dispute over land between his cousin the laird of Calderwood and the laird of Lie, an action in which, because Calderwood had always been 'sa honest unto me', Hamilton was 'ales ernist for it as gif the actioun were my awin'; thus he instructed Waus 'to do nathing in that, bot quhilk agreis with guid conscience and honesty, and to decern the eretabill richt of the Landis to pertene To the Laird of Calderwood'.<sup>123</sup> There is an engaging blatancy about these letters which is absent from the Paston correspondence, although this may be explained by the fact that Paston lost his case, while these letters were written before the event. But both give the strong impression that these attempts to

120. Correspondence of Sir Patrick Waus of Barnbarroch, ed. R. Vans Agnew, (Edinburgh, 1882), 85-6.

121. Waus Correspondence, 317.

122. *ibid*, 458.

123. *ibid*, 460.



influence judges and the courts were accepted as a familiar feature of society. Lucy Mair, in her work on kin-based societies, points out in general terms that 'the modern theory is that ties of kinship have no rational basis....it may not be wrong that people should want to help their kinsmen, but it is wrong that they should be able to'.<sup>124</sup> In later-mediaeval Scotland, it would appear that on the whole it was not regarded as wrong that people should be able to help their kinsmen. The principle was not accepted entirely without question; and conflict did arise. But often it arose not because the idea was challenged, but because in a dispute the kin or lord of one party was prepared to use all possible influence, while at the same time objecting strenuously to the other side doing the same thing.

Yet this is not the whole picture. It would be wrong to assume that when lords and their men gave one another support, they were necessarily doing so with the deliberate intention of achieving an unjust verdict. On 30 July 1501, 'Wilyeam lord Ruthven askit one instrument that he requirit schir Adam of Creichtoun of Ruthvendavid to stand with him at the bar in the accione movit be him again the abbot of Cambuskenneth and gif him consale and tak his part as he aucht to do eftir the tenour of his band maid thairapoun'. But there is no reason to suppose that there was anything sinister about the counsel. There was apparently no objection made by the lords of council or by the abbot; and Ruthven obtained, with the abbot's consent, a postponement of the execution of letters of distraint against him.<sup>125</sup>

124. Lucy Mair, Primitive Government, 237.

125. ADC, x, f.215r-v.

Moreover, reliance on the claims of kinship and bonding did not provide an infallible assurance of protection in the courts. What is not known is how often attempts to influence legal proceedings were successful. And in any case, lords and their men did not automatically support one another. On 8 January 1502, in an action brought by John lord Somerville and John Somerville of Camnethan against Simon of Preston of that ilk, Simon's claim that because he was related to Patrick earl of Bothwell, being 'his cousing and of blude til him', he should not be required to answer the charge, was dismissed by the lords of council; and Robert of Gordon, son of John Gordon of Lochinvar, fared no better on 27 January 1502 when he made a similar claim that, as man and servant to the earl of Bothwell and being under his respite, he ought not to answer the charge against him. In neither case did the kinsmen of the one and the lord of the other turn up to protect his dependants; both lost their cases.<sup>126</sup> In another example, Andrew master of Erroll claimed, on 5 December 1567, that because Patrick Cheyne of Essilmont had given a bond of manrent to George earl of Erroll, binding himself and his heirs to the earl and his heirs, Andrew now had the right to require Patrick, grandson of the grantor, to ride with him to parliament, and also to accompany him to Edinburgh where his brother was awaiting trial; but Patrick simply and successfully refused.<sup>127</sup> And when John Lamont, sheriff depute of Argyll, was charged with the abuse of his office by John Fleming on 23 October 1479, the fact that Colin earl of Argyll, whose favour to Lamont was not in doubt, was among the lords of council who heard the case did not prevent the verdict going against Lamont.<sup>128</sup>

126. ADC, xi, f.76r and ff.48v-49v.

127. Aberdeen-Banff Illustrations, iii, 21-2.

128. ADC, 34.

Finally there is the curious case which is most fully recorded in a biased source, of the trial of William Mackintosh of Dunnachten, chief of Clanchattan, at the sheriff court of Aberdeen presided over by George earl of Huntly on 2 August 1550. Details about the proceedings, which led to Mackintosh's execution, are given in the late seventeenth century Kinrara MS, a history of the Mackintoshes written by Lachlan Mackintosh, brother of the then chief, and based on three earlier accounts, one of which ended in 1550.<sup>129</sup> This history describes Huntly as jealous of Mackintosh's power and reputation, particularly because he was 'unable to make use of him, with his upright mind, to subserve his evil purposes'; and having in 1549 failed to subdue him by forcing him to give bonds which would 'make him stand for his (Huntly's) cause, whether good or bad',<sup>130</sup> he falsely accused him of treachery against him as lieutenant in the north, and was therefore in the enviable position, as the noble Mackintosh boldly pointed out at his trial, of being both accuser and judge in the same cause. Huntly then secured his verdict by packing the jury, who were 'omnes clientes Huntlei'; it may be a mere quibble to point out that of the names given in this account, all prominent Aberdeenshire lairds, half were 'clientes' not of Huntly but of Erroll. And having built up a picture of the lamb among wolves, this account then describes the provost of Aberdeen risking Huntly's rage by assembling the citizens and preventing

129. A shortened Latin text of this history is printed with translation in Genealogical Collections concerning Families in Scotland made by Walter Macfarlane, (SHS, 1900), i, 144-404.

130. The longer version of this extract specifically mentions that Huntly unsuccessfully demanded a bond of manrent; it is given in A.M. Mackintosh, The Mackintoshes and Clan Chattan, (Edinburgh, 1903), 129. It is an inaccurate account; for William had in fact given a bond of manrent to Huntly on 12 May 1543: Gordon 38. Coercion may have been used; there is a curious bond of 2 May 1543 by which his clan promised that if William should break his bond of manrent for himself and his kin, the grantors would desert him and would take Huntly's part: Gordon 34. This certainly suggests that relations were strained; but as the Kinrara MS. itself shows, Huntly granted land to William on 12 May in return for his bond, and in the early 1540s at any rate William gave Huntly service.

Mackintosh's immediate execution, an act which, incidentally, led to the events worked up by Sir Walter Scott into the romantic but quite unfounded tale of the beheading of Mackintosh by the cook in the kitchens of Huntly's castle of Bog o'Gicht at the order of the countess.<sup>131</sup> In fact, the provost of Aberdeen, Thomas Menzies of Pitfodells, was a notable dependant of Huntly. In 1545 he had resigned his office of provost in favour of the earl, who had then in turn asked for his re-election; and he came of a family who were consistently favourable to and favoured by the house of Huntly. If there is any truth in this account, therefore - and it may well be that Huntly did use his superior power and influence to condemn a man whom for some reason he feared and suspected - then it must be accepted with the considerable reservation that the provost of Aberdeen to whom Huntly had stood friend was not prepared to back him in any 'cause good or bad'. Yet while it cannot be proved, and while it is an obviously inaccurate account, both in its general theme of perfect good against total evil and in certain details, it is not perhaps in essence an unlikely version of a case which showed both the effects of local influence in its worst aspect and also the limits which could be imposed on that influence.

A more general limit imposed on local influence was provided by the fact that connection or known hostility between the judge and one of the parties involved in a lawsuit or trial could result in the judge being removed from the case.<sup>132</sup> The Auchincrossan case showed an example of this, although desire for abstract justice was hardly the guiding principle behind Lamont's action; and there were other occasions when sheriffs were

131. Walter Scott, Tales of a Grandfather, (Edinburgh, 1836), II, 322-4; the episode is wrongly ascribed to the reign of James VI.

132. In the Fragments Quaedam Veterum Legum et Consuetudinum Scotiae, this principle is enunciated in some detail in a section entitled 'Thir ar the namys of thame that may nocht stande in essie nor in pruf nor in acquyttance'; this begins with a list of kinemen to the ninth degree, and goes on to men, tenants, members of the lord's council, those in manrent, churls, bondsmen, lunatics, religious, excommunicate and other categories: APS, I, Appendix V, 744.

forbidden to try cases in which they might show partiality. And not only sheriffs. On 20 August 1533 Gabriel Sempill of Cathcart and Ladymure was denounced rebel for his failure to appear to underly the law for the murder of William Cunningham of Craigane and his servant; and his brother William lord Sempill who was his cautioner was fined.<sup>133</sup> On 17 November the lords of council heard an appeal by the kin and friends of the murdered man 'that unsuspect jugis and assisouris be sett....and the erle of Ergile is generall justice quhilk is nocht juge competent committit to thaim, because the maister of Simple the quhilk is to be accusit this day for art and part of the said slauchtir and the said erle standis in tendirnes of blude as thrid and thrid of consanguinite as thai sall rekkin....and als becaus he takkis plane part in thar (the Cunninghams) contrar'. They referred to a letter of the king, written on 14 November, which said that lord Sempill and his son and accomplices should have fair trial, and that if either party had relevant causes of suspicion against his officers and ministers, they should be replaced. William Cunningham, master of Glencairn, then added grounds for a further cause of suspicion: 'It was allegit be William master of Glencarne that the said erle of Ergile was suspect....because sen the last court of justiciarie the said erle of Ergile has ressavit David Simple and utheris beand at the said slauchter within the place and toun of Dunnune, and als the lord Simple and master of Simple his son has sen the said last court gevin thar band of manrent to him, and he has sen solistit for the wale of the said lordis and master and thar freindis, and for the wale of thar actioun in prejudice of the said master of Glencarne his freindis and thar actioun'. Not

133. Pitcairn, Trials, i, part I, 163-4.

surprisingly in view of this allegation, the lords of council accepted the objection as relevant; and Argyll was duly directed not to sit as judge, but to appoint an impartial deputy.<sup>134</sup> Archibald fourth earl of Argyll cuts a sorry figure: dithering and inefficient in the Auchcrossan case, and here reprehensible to the point of naivete; and it would be special pleading to suggest that he may have believed that the Sempills were genuinely worth supporting, for even in that case his method of dealing with them would still have been bound to provoke reaction.<sup>135</sup>

What this all adds up to is a confused and conflicting picture. Once again, the importance of the personalities of the individuals involved seems paramount, and for this reason no entirely satisfactory generalisation can be attempted, for any generalisation could be made only with considerable reservations and exceptions. The need for impartial justice was a theme which was constantly talked about, and genuinely enough felt; the achieving of it was a very different matter. The strong dependance on personal ties of kinship and bonding which were necessary for security; the essential smallness of one's environment, so that, for example, any Aberdeenshire assize was almost inevitably composed of dependants of the earls of Huntly and Erroll, and the personal power of these magnates equally inevitably meant personal dominance; the fact that Huntly as sheriff was always the earl of Huntly, and never the impartial, almost dehumanized representative or embodiment of justice; all these

134. Acts of Council (Public Affairs), 409-10.

135. The only curious factor, possibly in Argyll's favour, is that in spite of the Cunninghams' action, the Sempills did get off when their case was tried in February 1534, with the exception of lord Sempill's second son David, who was denounced rebel: Pitcairn, Trials, i, part I, 165-6.

factors militated against what would now be considered a 'fair' trial.

The dilemma which this situation created is effectively summed up in the verse written by Alexander Arbuthnot, principal of King's College,

Aberdeen, in 1569:

'I luif justice, and wald that everie man  
Had that quhilk richtlie dois to him perteine,  
Yet all my kin, allys or my clan,  
In richt or wrang I man alwayis mantene'.<sup>136</sup>

It would be wrong to regard later-mediaeval Scotland as lawless in the sense that desire for justice, particularly among the great, was no more than a matter for lip-service. The use of the private settlement in this period, important though it was, must be seen in its wider context. There was an extensive formal apparatus of legal procedures and royal and local courts; and it is clear that use of these procedures and recourse to the courts was increasing, and that ultimately this process was to reach its logical conclusion and replace justice by kin or lord. The point of discussing private justice is not to over-estimate its place in Scottish society, but, as it was still a feature of that society, to show how it worked. What emerges from this discussion is that personal alliances, on which this form of justice depended, were not primarily used to challenge directly justice in the courts; the old idea of the overawing of the courts must be reconsidered, for this was only one part of the picture. Private justice was part of an older and different tradition. It still had a place in late-mediaeval society, particularly among the magnates and lairds whose quarrels and disputes were likely to be more substantial matters than the crimes of murder and theft of lesser men. It was accepted as a normal and approved part of life because private settlement and compensation could work as well as, and sometimes better than, the courts which were subject to delays, in keeping the peace and preventing feud. In

136. Quoted by R.W. Munro, Kinsmen and Clansmen, (London, 1971); titlepage.

the context of local society, it was effective because by relying on the kin group or the lord and his allies to reach an agreement by negotiation, it reflected a concept which was still an essential part of that society. In this there was something of a conflict, between the older concept of the obligations of the kin, and justice in the courts and the jurisdiction of the law officer, whose effectiveness was measured by the extent to which he could free himself from the claims of kinship. Until the personal ties of dependence were substantially weakened, this dilemma remained. But it is more accurate to regard this period as one which was to some extent a time of transition, but in which there still existed the older tradition along with the new; and this tradition survived because it was still useful as a force for law and order, not because it reflected a conscious intent to reject law and order.



## CHAPTER SEVEN

### OTHER ASPECTS OF BONDING: THE BURGHS: POLITICAL BONDS

Apart from the cases where bonds of manrent were made as part of the settlement of a crime or civil dispute, there are other examples of bonds being given or offered because of particular circumstances. But particular circumstances often meant political circumstances, and such bonds were therefore not typical. For example, Knox recounts two occasions on which imprisoned opponents of Cardinal Beaton secured their release by giving him bonds of manrent. The first involved the earl of Rothes, lord Gray and Henry Balnaves, warded in the castle of Blackness in November 1543, although according to Knox only some of them were set at liberty by this method, and the only bond known certainly to have been made was that of lord Gray, rather belatedly on 22 October 1544. Then in 1546, when Cockburn of Ormiston and Sandilands of Calder were imprisoned in Edinburgh castle, Ormiston escaped by jumping from the castle wall, but Calder took the safer if more craven course of giving the Cardinal his bond.<sup>1</sup> Another attempt to resolve political enmity was made by Thomas Kerr of Fernihurst, formerly an adherent of queen Mary, who in two undated

1. Knox, History, i, 55 and 71. The first account is certainly inaccurate in detail. Rothes, for example, was warded not in Blackness but in Craignethan castle; and the more immediate reasons for Gray's bond were Beaton's bond of maintenance, which describes Gray's bond as being made on the same date, and the grant of lands in the barony of Rescobie on 20 October 1544: Archbishops of St. Andrews: Beaton 2; RPS, iii, no. 3029. But even so, the idea of a bond being offered or demanded for political purposes is perfectly believable, and not necessarily to be excluded because of the land grant; and specifically the idea of using a bond to secure release is confirmed by the case of Kirkcaldy of Grange described here, p.286.

documents written in the 1570s offered James earl of Morton his allegiance and promised his bond of manrent in return for Morton's bond of maintenance.<sup>2</sup> And Morton as regent received from 100 gentlemen, each possessing land at least to the value of 400 marks per annum, the kinsmen, allies, friends and wellwishers of William Kirkcaldy of Grange, an offer of a perpetual bond of manrent by Kirkcaldy and themselves to the regent and his kinsmen the earl of Angus, an offer of money, and an assurance that Kirkcaldy, again an adherent of Mary, would be loyal henceforth to the king, the regent and Angus.<sup>3</sup> This offer, again undated, was presumably made after the fall of Edinburgh castle, defended by Kirkcaldy and Maitland of Lethington, and captured by the regent in May 1573, in a desperate last attempt to save Kirkcaldy's life; but the offer was refused, and Kirkcaldy hanged.

The use of bonds of manrent, or at least offer of bonds of manrent for such purposes, is exceptional; indeed, surprisingly so. Most bonds were not tied in this way to specific circumstances. Certainly one difficulty about giving more than general reasons for the making of the majority of bonds arises from the fact that maintenance and manrent are themselves general and intangible, and not always open to detailed reconstruction. But this is not simply a problem of lack of evidence.

2. The first of these offers is in BM, Additional MS. 23,109, f.21r, and is made to Morton as regent. It is difficult to assess at what point in the regency it was made. Kerr is described as late of Fernihurst; he was forfeited and had left the country by the beginning of 1574, and he may have made his offer either before leaving Scotland, or at any time while abroad until 1578, when Morton lost the regency. But Morton did not accept this offer. Kerr tried again, making the same proposals, probably in 1579 after Morton had lost his offer of regent - for he was not described as regent in the second offer - but while he was still politically powerful; and this time Morton did accept: W. Fraser, The Annandale Family Book, (Edinburgh, 1894), i, 42-4. Kerr finally returned to Scotland in 1580. T.I. Rae, The Administration of the Scottish Frontier, 195, 206.
3. SR0, State Papers 13/108.

For many, the making and keeping of a bond, provided their lord was strong enough to offer adequate protection, simply rendered their position in society more secure; and having said that, there is little more that can be added. This can be illustrated by the relationship established by the making of bonds by the Frasers of Philorth to the earls of Erroll in the late fifteenth and early sixteenth centuries. Like so many others, it is not a case where motive and effect can be discussed with any precision. But it has two distinguishing features which make it possible to say rather more about it: the involvement of a third party, the thane of Cawdor, and the fact that the first of the Frasers to give his bond to the earl of Erroll was apparently mentally deranged. It is described here for the purpose of depicting the kind of situation, apart from the complication of Fraser's lunacy, which was almost certainly created over and over again when bonds of manrent were made.

Connections between the families of Hay and Fraser can be seen in land transactions throughout the fifteenth century. By the end of the fourteenth century, the Frasers had acquired a considerable amount of land in the north-east, their main holdings being the thanages - later baronies - of Cowie and Durris, and Philorth, granted in 1375 by Walter of Leslie, lord of Ross. During the first half of the fifteenth century, however, a period of bad luck, failure of male heirs in a junior branch of the family, and apparently pressing lack of money, resulted in much of this land passing to others, in particular to the Hays. The Hays of Ardendrecht and Dalgety, for example, prominent Aberdeenshire lairds by the sixteenth century, owed their lands to a fortunate marriage to a Fraser heiress; and the baronies of Cowie and Durris were sold on 10 October 1413 by William Fraser, second laird of Philorth, to William Hay, lord of Erroll.<sup>4</sup>

4. Frasers of Philorth, ii, 201-2: the lands were in fact handed over in return for money previously given to Fraser 'in my mykyl myster'. On 14 May 1415, Cowie alone was granted to Hay by Robert, duke of Albany: *ibid*, ii, 202-3.

The family fortunes revived to some extent under William's son Alexander, laird of Philorth from c.1441-1482. He succeeded in establishing his position as superior of the lands of Delgaty and other lands; and on 14 April 1461, he was served heir to his grandfather, Sir Alexander Fraser, in the barony of Cowie, then in the hands of Nicol earl of Erroll, because of the recent death of William Hay of Urie to whom it had been granted in 1447 by Nicol's father.<sup>5</sup> The barony of Durris also returned to the Frasers, if indeed it had ever been lost. Durris had been granted, on 20 September 1400, by Alexander, first laird of Philorth, to his son Alexander, who was probably illegitimate. In 1483, an Alexander Fraser of Durris, who seems to have been a descendant of this Alexander, appears in a bond of manrent by Alexander Irvine of Lonmay to William earl of Erroll.<sup>6</sup> Certainly by the end of the fifteenth century Durris was held of the crown;<sup>7</sup> so that probably all that the 1413 transaction meant to the Hays of Erroll in this case was temporary superiority, and the fact that they did not actually take possession of the lands of Durris explains why Cowie alone was granted to William Hay in 1415. The other possibility is that the 1413 transaction was a wadset of the lands as security for the loan to Fraser, in which case the grant of Cowie two years later suggests that Hay foreclosed on part of the lands.

In any case, Alexander, fourth laird of Philorth, the father of the grantors of the bond, succeeded to a much restored inheritance. He is an obscure figure, whose existence is known more from occasional references to him within his father's lifetime than from any record of him as laird.<sup>8</sup>

5. Fraser of Philorth, ii, 203-4.

6. Erroll 2.

7. Aberdeen-Banff Illustrations, iii, 367.

8. For example, he was involved with his father in a skirmish at the Bridge of Balgownie, instigated by Alexander Irvine of Drum, probably not long before his father's death: Aberdeen-Banff Illustrations, iii, 298-9, 304.

His most notable action was to add to the Hay connection by his marriage to Margaret, sister of Nicol second earl of Erroll, about 1470.<sup>9</sup> He is said to have died in or about 1486, and was certainly dead by the early months of 1488, by which time William third earl of Erroll was already involved in his son's affairs.<sup>10</sup>

Alexander, son and heir of the fourth laird, was, at his father's death, still a minor, probably aged about eighteen. His first known act, the reasons for which will be suggested later, was to make a marriage contract with William thane of Cawdor, on 15 March 1488. This document narrates that William earl of Erroll and Sir Gilbert Keith of Inverugie<sup>11</sup> had bought the whole marriage and ward of Alexander from the king and that, Erroll having sold his share of the marriage to Cawdor, Fraser was to marry Marjory, Cawdor's daughter. The two being related by spiritual affinity, the marriage was to be delayed until a dispensation was obtained. Although Fraser was styled 'larde of Fillorth', he was clearly not yet so in fact, for Cawdor obliged himself to bear the cost of the dispensation until Fraser 'byeis lauchfully in possession of his lands of Fillorth', when he would repay the thane. Further it was agreed that until the marriage had taken place, which would happen within twenty days of the arrival of the dispensation, Fraser was bound to 'byde and remane dayly in houshalde with the saide Wyllyame thane of Caldor....and till tak his counsell in all

9. Fraser of Philorth, i, 136. In 1470, the lands of Scatterty and Byth, bought by Alexander's father in the previous year, were settled on him and his wife: Aberdeen-Banff Illustrations, iii, 530. It was presumably the contract for this marriage which was referred to in a complaint by Fraser before the lords of council on 27 October 1479 that William earl of Erroll, brother of Nicol earl of Erroll, had failed to pay 200 merks as the last part of payment due for the marriage; on 28 June 1480, the lords of council duly ordered Erroll to pay the sum: ADC, 37 and 66.
10. Scots Peerage, vii, 433; Fraser of Philorth, i, 136. No evidence for giving 1486 as the date of his death is cited; but see below,
11. According to the Scots Peerage, iii, 565, Keith married Margaret Hay, Alexander's mother, which would explain his part in this. At no other time is there any record of Keith being involved in Alexander's affairs.

thingis as his carnal father for al the dayis of his lyff, and the saide Wilyame thane of Caldor is bundyn and oblist to help supplie and to giff his tendir counsel in al thingis to the saide Allexander Frasser as his carnal sone for al the dayis of his lyff'.<sup>12</sup>

This agreement does not seem to have taken effect. There is no record of the dispensation having been sought<sup>13</sup> - though this is not, of course, absolute proof that it was never obtained - nor of the marriage ever having taken place, and in no later document concerning Alexander is there any mention of his having a wife. The fact that he gave a bond of manrent to Erroll within a year of making this contract with Cawdor, a bond in which no exceptance was made of previous allegiance to Cawdor, might indicate that the earlier agreement had already broken down, or seemed likely to do so; and subsequent events not only support this suggestion, but also raise the question of whether even in March 1488 there was any strong possibility that the marriage would take place. There is only one slight hint that this was not altogether the case, and that Alexander was, at the time of the making of the bond to Erroll, still fulfilling at least that part of the indenture which bound him to remain in Cawdor's household, in which case the agreement could not have been regarded entirely as a dead letter; for the bond was signed and sealed at the Chanonry of Ross, which was remote from both Erroll and Philorth lands, and not normally associated with

12. Cawdor 1. This document has already been cited as a particularly good example of the idea that grantors of such a contract would henceforth act as kinsmen; as its effect was at best short-lived, it is also a good example of the way theory and practice did not always run together.
13. There are no supplications to the pope, nor bulls relating to this dispensation. It is possible that it was sought from the local bishop, but again there is no evidence of this.

either family as a place where their documents were drawn up, but close to Cawdor.<sup>14</sup>

Whatever the state of his relations with Cawdor, Alexander entered into a bond of manrent with Erroll on 15 January 1489. This bond contains the unusual feature of being made, in the first instance, for a term of three years: 'and fra the said thre yeris be runyn, my saide lorde giffande me fee as offeris be swysse and sycht of frendis, I oblyss me to be man tyll hym fra that furth bot gyff the fault be in himselff all fraud gyill cavillacioun and fressell excepcionis beyngis excludit & by put.'<sup>15</sup> This would almost appear to put the lord as well as the man on good behaviour; but in fact almost certainly the reason for the limitation of the duration of the bond was Alexander's minority. His parents had married about 1470, and Alexander was born before 1474, the year of his

14. The Chanonry of Ross stands out as very unusual in the Erroll bonds of manrent, which were made either at Slains or Aberdeen, or at the chief seat of, or place of some obvious association with the grantor. Most of the Cawdor documents of this period were drawn up at Nairn, Cawdor, or the Cathedral Kirk of Elgin; but Fortrose is, of course, much closer geographically to Cawdor, and one document of 1477 records the thane's personal presence at the Chanonry; and a further connection may have existed in that one John Caldor, probably his bastard half-brother, was precentor first of Moray, then of Ross. What brought Erroll to Fortrose - assuming, as seems highly likely, that he was present at the making of the bond, for it would have been unusual had he not been - is unknown. It is only speculation, but perhaps worth suggesting, that it had some connection with the bishop of Ross, Thomas Hay. The suggestion of Hay's connection with Erroll is made more likely by the fact that he had formerly been a canon of Aberdeen. He is last mentioned in 1488, but was not certainly dead until 1492: D.E.R. Watt, Fasti Ecclesiarum Scotticarum Medii Aevi ad annum 1638, (SRS, 1969), 269.

15. Erroll 8.

younger brother William's birth.<sup>16</sup> It is therefore reasonable to suggest that he was eighteen at the time of making the bond, and that the term of three years is an accurate statement of the remainder of the minority.

More important than the fact of his minority, however, was the problem that the unfortunate Alexander was also in some way mentally deranged. The next record of him occurs on 4 October 1491, at an inquest held at Aberdeen by Alexander Gordon of Midmar, sheriff-depute of Aberdeen, which pronounced him '*incompos mentis fatuus et naturaliter idiota et quod timetur de alienatione tam terrarum suarum quam aliarum rerum mobilium et immobilium et quod sustinuit dictam fatuitatem per tempus quinque annorum preteritorum*';<sup>17</sup> that is, returning the briefs which applied to the man of weak, not of furious mind. The statement that his insanity had lasted for five years supports the assertion that his father had died in 1486, for it was presumably of importance only after his father's death; and the inquest was no doubt held in 1491 because with the approaching end of his minority, some positive step had to be taken to cope with the situation, as it was legally necessary to do. In any event, it seems clear that the contracts with Cawdor and Erroll were made by a man less than capable of managing his own affairs, though the extent of this is, of course, impossible to judge. That Cawdor initially welcomed the idea of marrying his daughter to someone of unsound mind, in the expectation of acquiring control of his lands, and was subsequently persuaded to give up the idea, by Erroll, whose ward Alexander was, by Alexander's increasing insanity, or even by his daughter, is one possibility; or, perhaps more feasible, Alexander's

16. On 4 October 1491, his age is given as seventeen: Aberdeen-Banff Illustrations, iv, 91-92.

17. *ibid*, iv, 91-92.



insanity became sufficiently pronounced to cause Cawdor to drop a marriage contract made with no such long-term intention, leaving Alexander to seek another protector. The editor of Fraser of Philorth suggests that the bond to Erroll was made in the hope of safeguarding himself against those who sought to dispossess him.<sup>18</sup> It is possible that Erroll played a positive part in releasing him from the Cawdor contract; this indeed may well be the explanation of Erroll's presence at Fortrose, and the making of the bond of manrent there. But there is no evidence at all to support any idea of malpractice, or to create any doubt about Alexander's insanity. Erroll was the obvious person for Alexander to turn to once the agreement with Cawdor had come to an end. He held the wardship of Alexander's lands, he was the local magnate, and Alexander was at least nominally, and might possibly become in fact, the head of a prominent family whose lands lay in the area of Erroll's influence, bordering on those of a cadet branch of the Hays. There is in any case no further record of Erroll's taking any part in Alexander's affairs; and while this is no doubt due in part to lack of evidence, it may well also reflect the fact that, as in the case of so many bonds, the protection obtained was of a general kind, producing greater security for the grantor simply by virtue of the lord's position. Certainly in spite of the difficulties created by Alexander's insanity, there was no incursion into or loss of his lands during the remaining nine years of his life; and the protection of the earl of Erroll cannot be discounted as a factor in this, possibly of major importance, particularly in view of the fact that his nearest agnate, who should by law have taken over the management of his lands and affairs, was himself under age in 1491.

18. Fraser of Philorth, i, 139.

And as a final indication of the general rather than the specific value of the relationship created by bonds of manrent, there is the fact that after Alexander's death, his brother and heir, who was not afflicted with any such problem as Alexander, renewed the bond.

Such indications as there are of Alexander's brother William suggest a far stronger and more ambitious character. He is mentioned in the brieve of 1491, as Alexander's nearest kinsman on his father's side, well able to manage his own affairs and those of another; that is, in the standard form of that part of a brieve of idiotry which named the person who would be tutor and curator of the idiot. What is not standard about this case is that William was only seventeen, and therefore ineligible. If this is indeed an indication that William was trying to force himself into a position of authority, it was not immediately successful; for the first curator to be appointed was a man who had no obvious connection with Alexander, Walter Ogilvy of Boyne. But on 9 June 1496, in a letter under the great seal, the king associated William Fraser, now of age, his younger brother George, and John Fraser of Ardglassie with Ogilvy in the curatorship, in answer to Ogilvy's plea that he could not discharge his office unless Alexander's brothers and other familiars were joined in his support.<sup>19</sup> Not only is this a general reflection of the reliance on the kindred, but in this case almost certainly a reflection of difficulties made by William, for by this date he was already styling himself laird of Philorth, in his brother's lifetime. Under this title, he witnessed a charter by George, earl of Huntly, on 26 March 1496,<sup>20</sup> and a bond of manrent by Robert Stewart of Clava to Alexander, lord Gordon, on 24 January 1498;<sup>21</sup>

19. Aberdeen-Banff Illustrations, iv, 92-94; this is the only record of Ogilvy's curatorship; there is no evidence of the date or method of his appointment.

20. RMS, ii, no. 2312.

21. Gordon 16.

and on 23 August 1496 he was thus referred to in the text of a discharge issued to him by Alexander Irvine of Drum, although his signature was simply 'Willyam Fresser'.<sup>22</sup> On 4 April 1498, however, he was more accurately described as 'fratrem et curatorem domini de Phillorth'.<sup>23</sup>

Finally in 1500 Alexander died; and on 24 March 1501, William was duly granted by privy-seal letter possession of the lands and barony of Philorth.<sup>24</sup> And shortly afterwards, the new laird, a man of very different character in very different circumstances, did exactly what his brother had done, no doubt for the same general reasons, and entered into a bond of manrent for life to William, earl of Erroll, and did in fact remain, as far as is known, on good terms both with the earl and with the neighbouring families of Hay.<sup>25</sup>

This case is not one from which it is possible to draw any very firm conclusions because the evidence is circumstantial rather than direct. Its interest lies in the fact that it was, as far as can be judged, an example of a successful relationship, one without undue tension or drama, fairly neutral and - apart from the complication of Alexander Fraser's idiocy - probably also fairly typical; and it is of course much more

22. Aberdeen-Banff Illustrations, iv, 94.

23. *ibid*, iii, 335.

24. RSS, i, no. 667.

25. Erroll 16. This bond is in very bad condition. All that can be discerned of the date is 6 February 15--. It can, however, be ascribed to the period 1502-9. Fraser is described as being a knight, which applied only after 1502; and one of the two legible names of witnesses is one Andrew Strathaquin, whose name appears in most of the witnessed Erroll bonds and other documents between 1488 and 1509. In the Erroll collection, this bond is numbered 'Bond of Manrent 21', which puts it between bonds dated 3 June 1504 and 23 February 1506, thus including it in the bonds made to William, third earl of Erroll. But while this seems perfectly possible, there remains some doubt about which earl received the bond; for the third earl died on 14 January 1507, and was succeeded by his son who was also called William.

difficult to document successful cases of relationships created by bonds of manrent than those which were the product of particular tension between a lord and an individual laird. This supports the argument that it is almost certainly wrong to assume that every bond had a very direct and specific cause, and much more likely that most bonds were made because of the general circumstances of those who made them rather than the particular. This is exactly what the relationship between the Hays of Erroll and the Frasers of Philorth shows. Two families 'on the make' in the late fourteenth century had very differing fortunes in the fifteenth. The Frasers suffered a period of decline while the Hays continued to rise, and indeed did so partly at the expense of the Frasers; and by the end of the century, by which time they had recovered a certain amount of lost ground, the Frasers as lairds were giving bonds to the Hays as earls. These bonds formally emphasised the difference in status. In the first, made by the unfortunate Alexander, the emphasis was probably on the man looking for protection. In the second, made by the capable and ambitious William, it is not unlikely that there was as much incentive for Erroll to seek renewed recognition of his superior rank from a laird whose personality and possessions made him a figure of local importance, as there was for William to continue to enjoy the protection and favour of the local magnate.

The importance of the personalities of those who made bonds of manrent and maintenance in determining the success or otherwise of the contract has already been mentioned. The indication that William Fraser was a determined and able man, very different from his elder brother, has an obvious bearing on the motives which led the earl of Erroll to seek his bond. In general, it would not be an exaggeration to suggest that

personality was of prime importance. A lord would begin with the advantage of greater wealth and status. But these were not so much greater than the wealth and status of the men who gave him bonds that, even if he was a weak man, he could still exercise control, particularly over those whose bonds he sought in an attempt to avert disaffection. Those who made bonds were, after all, men of sufficient standing and with sufficient following to create a very considerable problem should they refuse to honour their bonds, a problem which in the last resort might be resolved only by force. There were of course penalties written into the bonds. But the most common form of penalty was that of loss of honour and credit; and this suggests an awareness of the fact that the real sanction against the breaking of a bond was the general social sanction against something which might well lead to disruption and chaos. It is indeed highly probable that the penalty clause was least necessary where the lord was a dominant force in his locality, and least effective where he was not.

The results of a situation in which a lord did not have enough strength of personality to control his followers or succeed in forcing their obedience in cases of dispute has already been illustrated by the sorry figure of Archibald fourth earl of Argyll, earl from 1529 to 1558.<sup>26</sup> Both in local and national affairs Archibald had little success in imposing his will. Thus Lamont of Inverryne was able to oppose him with impunity, both in and out of the courts; and Argyll committed what was, particularly in a hierarchical society, the cardinal sin of getting himself into a position where in one case his subordinate, in another his political associates could make a fool of him. This being so, it is not surprising

26. Above, pp. 262-9 and 280-2.

that he lost the position which his predecessors and successors enjoyed, not only of being the dominating force within Argyll itself, but also of taking an active and prominent part in national politics. The Macdonalds and the Macleans, families who had been kept reasonably quiescent by Argyll's immediate predecessor Colin, were quickly able to undermine his standing with James V, who promised Maclean protection against him. James refused him the lieutenancy of the south Isles for which he asked - perhaps being well enough aware that Argyll was not the man to fulfil his promises to ensure that the inhabitants would pay their dues - and indeed kept him out of favour throughout his reign.<sup>27</sup> His attempts to establish a more effective position for himself after James' death were hardly more successful. With the earls of Moray and Huntly, he became one of the principal supporters of Cardinal Beaton in the struggle for the regency and the opposition to James earl of Arran after he had become governor. But at the general, if temporary, reconciliation in the parliament of March 1543, Argyll again ensured that events would be determined without him, for he alone stayed away on the grounds that he was sick;<sup>28</sup> and a

27. Donaldson, James V-VII, 50-1. His request for the lieutenancy quoted here points out that 'I and my frendis has als gret experience in the denting of the ilis'; as a reason for this earl being given office, this makes rather pathetic reading. Further proof of his ineptitude is found in D. Gregory, A History of the Western Highlands and Isles of Scotland, 1493-1625, (Edinburgh, 1836), 140-2; Gregory describes an episode in 1531 when Argyll accused Alexander Macdonald of Islay before the council of various crimes against him. Macdonald was summoned to appear to answer Argyll's charges. He did so, but Argyll stayed away, leaving Macdonald a clear field not only to refute the charges, but to make a moving statement of his loyalty to the crown, his desire to maintain order in the Isles, and his belief that the house of Argyll were largely responsible for trouble in the Isles; and the upshot was that Argyll was in turn summoned to answer for his dealings in the Isles, and imprisoned.
28. Sir Ralph Sadler's State Papers, ed. A. Clifford, (Edinburgh, 1809), 1, 65; Diurnal of Occurrents, 27.

further glimpse of the lack of regard in which he was held is given by Ralph Sadler, writing to Henry VIII on 7 June 1543 to report on the council meeting at which the marriage of Mary queen of Scots and Henry's son Edward was discussed and agreed. Huntly, Moray and Argyll were all absent, Moray because of an illness from which he was not expected to recover, and Argyll and Huntly because 'therle of Argile hath moche a doo in the high land witht thivishe men whiche rebelle agaynst hym and therle of Huntley is lykewise occupied in the northe partis'. But the governor's comment to Sadler was that it was well for the success of the negotiations that Moray and Huntly were not present; Argyll by contrast apparently caused him little concern.<sup>29</sup>

Archibald earl of Argyll appears, as far as can be judged, as a muddler, a man who because of his position was inevitably involved in affairs both nationally and locally, but one who dithered ineffectively in both spheres. The spectacular and impressive rise to power of the Campbells of Argyll could hardly have happened had the inefficiency and weakness of this earl not been the exception rather than the rule.<sup>30</sup> But exception it certainly was. Knox's conventionally-worded record of his death in 1558, that he was called by God 'from the miseries of this life' has perhaps a particular appropriateness which Knox himself did not intend.<sup>31</sup>

29. Sadler, State Papers, 1, 213-4.

30. E.R. Cregeen, 'The Changing Role of the House of Argyll in the Scottish Highlands', in History and Social Anthropology, ed. I.M. Lewis, (ASA Monographs, vol. 7, London, 1968), 153-92. As Mr. Cregeen points out, p.154: 'The tradition of the house of Argyll, whose members were almost without exception men of great native ability and energy, was to initiate, to lead, and to control the revolutionary process'. The fourth earl of Argyll was the exception.

31. Knox, History, 1, 138.

A rather miserable interlude for the Campbells was over; and his two sons Archibald and Colin, who became earls of Argyll in 1558 and 1573, had quite different personalities and a quite different grip on events.

The bonds made to the fifth and sixth earls are unusually detailed documents; and from them there emerges a strong impression of two magnates far more in control than their father had been, and well able to manipulate local affairs to their advantage. One problem, for example, which the fifth earl inherited from his father was the disputed succession to the lands of William Macleod of Dunvegan, who died in 1552/3.<sup>32</sup> Only part of his estate went to his daughter Mary, whose wardship and marriage were given by Arran to the earl of Huntly in February 1553; if this was another attempt to bypass the obvious candidate, the earl of Argyll, on this occasion it failed, for Huntly sold the wardship and marriage to Argyll for 1200 merks in 1555.<sup>33</sup> The other part of the estate went to William's brother Donald; but Donald was murdered by his kinsman John Og Macleod, who seized the lands and held them until his death in 1559, to the exclusion of William's younger brother Tormod. In the same year, the wardship and marriage of Mary Macleod, heiress of Dunvegan, were granted to James Macdonald of Dunivaig by Mary of Guise, apparently as part of her

32. Part of William's lands, including Harris, Glenselg and others had been granted by the crown to the Macleods of Dunvegan and their heirs in 1498 and 1540; but in 1542 the lands of Trotternish, Sleat and North Uist were granted to Alexander Macleod of Dunvegan for life, and to William and his heirs male. These were lands of the Macdonalds of Sleat, who apparently continued to occupy them. The Book of Dunvegan, ed. R.C. Macleod, (Third Spalding Club, 1938), 1, 1-5.

33. Collectanea de Rebus Albanicis, (Iona Club, 1847), 136-8.



policy to stir up the Macdonalds against the protestant earl of Argyll, thereby keeping him occupied in his locality and out of affairs of state.<sup>34</sup> Thus the new earl was excluded from influence over one part of the estate, while the heir to the other, Tormod, was then in captivity in the hands of the French, possibly the French brought to Scotland by Mary of Guise.<sup>35</sup> The latter situation was dealt with first by Argyll, and Tormod's allegiance secured, by a contract made between them on 1 March 1560. Argyll, having released Tormod from French captivity, promised to help him to recover his heritage of Harris and Glensig, the possessions of his father and brother, and to be good lord and master to him in all his actions and causes; and he undertook to deliver Tormod to Hector Maclean of Duart, his tutor and 'principall favourer', to further his interests. In return, Tormod promised perpetual manrent for himself and his heirs to the earl and his heirs, to take the earl's counsel on the question of his marriage, and to recompense the earl, when restored to his lands, for the expense incurred in helping him to recover them.<sup>36</sup> Argyll then turned to establishing his influence over the Macdonalds and the Macleans. On 25 July 1560 he made a contract of maintenance and manrent with James Macdonald of Dunivaig, in which he promised to renounce his claim to certain Macdonald lands in Kintyre and to maintain Macdonald in the gift of the wardship and marriage of the Macleod lands in Harris.<sup>37</sup> Here Argyll appears

34. Coll. de Rebus Alban. 141-3. It is perhaps an indication that Macdonald was less inclined to cross swords with the new earl of Argyll, however, that he was reported as coming with 700 foot soldiers in October 1559 to join the earl of Argyll and the other lords of the congregation: Sadler, State Papers, ii, 517.

35. The idea that Tormod was held by the queen regent's French troops is suggested by the editor, Coll. de Rebus Alban. 91.

36. Argyll 34.

37. Argyll 35.

as remarkably accommodating to Macdonald. But on 8 October 1560 he made an agreement with Maclean of Duart by which he separated the Macleans from the Macdonalds, for this contract, in which the parties again promised maintenance and manrent, contained the provision that Argyll had forgiven the Macleans their past offence; this offence was their contract made in the summer of that year with Macdonald of Dunivaig, which they now discharged, promising to make no further contracts with Macdonald or anyone else without Argyll's permission.<sup>38</sup> At some point between then and 1567, Argyll obtained from Macdonald of Dunivaig the wardship and marriage of Mary Macleod. On 24 February 1567, he and Tormod made another contract, in which Argyll stated that, having the wardship and marriage, he would ensure that Mary should be heritably infeft of her lands, and would then cause her to grant them to Tormod; and further that he would provide her with a suitable husband. For this Tormod would pay Mary £1000 as his part of her dowry, and would renounce all claim he had to the entailed lands, that is, Trotternish, Sleat and North Uist.<sup>39</sup> Ultimately this contract was fulfilled. By 1571, the suitable husband had been found: Duncan, son of Dougall Campbell of Auchinbrek. On 15 July 1573, Mary bound herself to grant Tormod her lands, when she was duly infeft, and on 22 July her husband issued a statement that this was done with his consent. Procurators to take sasine of the lands were appointed in 1577; and when, on 4 February 1580, James VI granted to Tormod the lands resigned by Mary, the process was complete.<sup>40</sup>

Meanwhile there remained the entailed lands, legally belonging to Tormod but in the possession of the Macdonalds of Sleat. On 18 June 1565 Argyll and Donald Macdonald Gorm of Sleat had made a contract of maintenance and manrent;<sup>41</sup> and it may have been as part of his exercise of the good

38. Argyll 38.

39. Coll. de Rebus Alban. 144-6.

40. Dunvegan Book, i, 92-6; RMS, iv, no. 2964.

41. Argyll 41.

lordship promised in this contract that Argyll obtained from Tormod, whom he was already benefitting in another way, all evidence of his claim to the Macdonald lands in February 1567. On 4 March 1567 he made a further contract with Donald, in which he undertook to have Donald heritably infeft in the lands in question, to be held of Argyll. In return Donald bound himself to give Argyll his bond of manrent, to pay, on his infeftment, 1000 merke to Argyll and 500 towards Mary Macleod's dowry, and to stand friend to Tormod Macleod and assist him in all his actions when required by Argyll.<sup>42</sup> It appears that thereafter Macdonald of Sleat was unchallenged in his lands; and it is probably to that part of the contract which dealt with his service to Argyll and friendship to Tormod that his later agreement with Argyll refers. This contract, made on 27 April 1571, bound Donald to serve Argyll and maintain friendship with Tormod, in return for Argyll's forgiveness of any contravention of their previous contract and promise that he would further Donald's interests; and Donald agreed that if he should break this agreement, he would lose the kindness and amity of Hector Maclean and his kin, the principal movers of the renewal of his contract with Argyll.<sup>43</sup>

The same active participation and control is seen in other Argyll bonds. The 1571 contract with Donald Gorm, for example, included the further obligation that Donald would act on behalf of Torquill Macleod of Lewis and his father Rery, the latter being engaged in a long-term attempt to disinherit his heir on the grounds that he was not in fact his son.<sup>44</sup> On 23 November 1571, Argyll made a contract of maintenance and manrent with John Muideartach Macalestair, captain of Clanrenald, and his son Alan, in

42. Argyll MSS. vol. 4/48; Coll. de Rebus Alban. 147-9. The text of the contract is contained in a notarial instrument of 5 March.

43. Argyll 44.

44. A notarial instrument of 22 August 1566 narrated the death-bed confession of Huchean, Brieve of Lewis, who admitted to his adultery with Torquill's mother, Janet Mackenzie, and the possibility that he was Torquill's father; Highland Papers, ii, 280-1.

which Argyll acknowledged his debt to Alan for bringing Rory Macleod to him, and promised to associate the Macalastairs with him in counselling Torquil about his dealings with his father.<sup>45</sup> This was followed up on 27 February 1572 by a bond made by Donald Gorm of Sleat, Hector Maclean of Duart and Dougal Macdougall of Dunolly, in which the grantors promised that they would keep their 'lovet tender cousing' Rory Macleod of Lewis obedient to the king and to the earl of Argyll, and became sureties for Rory that he should not molest nor trouble his son.<sup>46</sup> What the Macleods themselves were doing is not entirely clear. On 2 June 1572 Rory issued a lengthy complaint against his son, accusing him of holding him in 'maist miserable captivite in mountainis and cavernis of craigis far distant from the societe of men almaist perished witht cauld and famine' for the past two years. From this remote horror he had been, on his own admission, temporarily spared by Torquil, who brought him before the regent, John earl of Mar, Argyll, Morton and other lords of council; and the combination of these lords, cold and hunger and 'feir of my lyfe' had forced him to acknowledge Torquil as his heir. He now pointed out that although a son had the right to succeed to his father, any son who behaved with such unfilial violence forfeited that right; and he revoked his agreement with Torquil.<sup>47</sup> It may have been as a result of Torquil's imprisonment of his father that Argyll interfered; certainly Rory was not in some mountain fastness in November 1571. In any event, this complaint appears to have been a matter of Rory letting off steam rather than achieving anything practical. Presumably because of the combined efforts of Argyll and those

45. Argyll 45. The name Macalastair is used here because it appears in this and the later contract made to Argyll's successor: Argyll 53. The Macalastairs were in fact a sept of Clan Donald.

46. Argyll Transcripts, vi, 175. This again suggests the extent of Argyll's influence. Donald Gorm had an interest in supporting Rory in disinheriting his son. The notarial instrument of 1566 includes his claim to be rightful heir of Lewis, through his mother. By 1572, however, he had given up this claim and was now following Argyll's policy of supporting Torquil.

47. Highland Papers, ii, 281-3.

whom he had involved in the affair, the feud between them died down. Comparative peace continued under Argyll's successor, Colin sixth earl of Argyll. Rory was once again brought before the council, this time under regent Morton in 1576, and forced to recognise Torquill as his heir; and thereafter the situation remained quiescent until after the death of earl Colin in September 1584, when the minority of his successor temporarily removed the strong arm of the Campbells, and the feud once again broke out.<sup>48</sup>

The Macleod dispute was not the only matter dealt with in Argyll's contract with the Macalastairs. Argyll's part of the agreement also included his promise of assistance against any of the Clanranald who refused to acknowledge John or Alan as their chief, and his undertaking that he would cause Macleod of Harris to guarantee any tacks made to the Macalastairs; and for their part, the Macalastairs promised to serve Macdonald of Dunivaig and his heirs as long as they served Argyll. Service to this earl seems to have paid off; and those who showed signs of departing from their allegiance apparently found it better to renew it. The bond of submission to Argyll made on 15 September by Angus Macdonald of Dunivaig and Hector Maclean, fiar of Duart, by which they promised to submit all controversies to Argyll and his council and friends, and to abide by their decision, ended with a reference to 'the said erles utilite and weill of bayth their housis in his service in all tymes cumming'.<sup>49</sup> This was by no means an empty phrase. Those who served Argyll benefitted, not just in the negative sense of not incurring his enmity, but in the positive sense that they got advantage out of it, as is already evident from the bonds discussed. And a final succinct and convincing example of how

48. Highland Papers, ii, 284-8; Gregory, History of the Highlands and Isles, 219-21. The minority of the new earl of Argyll may explain why Torquill sought protection elsewhere; in November 1585 he made a bond of maintenance and manrent with George earl of Huntly, in which Huntly promised assistance in all his affairs, both civil and criminal: Gordon 60.

49. Argyll Transcripts, vi, 150.

seriously Argyll regarded the duty of a lord to fulfil his promise of protection to those who served him is provided by his conveyance on 25 December 1566 to Colin Campbell of Glenorchy of the manrent and service owed to him by the Macintyres in Balquidder on the grounds that they were nearer to Colin, who was therefore better able to protect them.<sup>50</sup>

The bonds of Argyll's successor, his brother Colin sixth earl of Argyll, show exactly the same detailed control. On 12 August 1577, for example, the Macintyres once again made a bond of manrent to Argyll, in return for his bond of maintenance of the same date.<sup>51</sup> It would seem that in spite of the greater distance, they found the earl a better source of protection than Glenorchy. This may have been particularly so at this time, for Glenorchy was then in dispute with his son and heir Duncan, and threatening to favour his second son Colin at Duncan's expense; and in the following year Argyll successfully backed Duncan against his father, promising never to receive nor favour Glenorchy or Colin until Duncan was satisfied in Argyll's sight over the question of his lands which Glenorchy threatened to redeem.<sup>52</sup> Such a threat in this case was enough; and Duncan held on to his lands. The Macalastairs also once again came firmly under Argyll's control. On 19 September 1576 three Campbells, commissioners for the earl, met John Muideartach Macalastair and his son Alan at Ardlui, and drew up a long and detailed contract of maintenance and manrent. Argyll offered his protection only for as long as the Macalastairs gave him obedient and thankful service, while the Macalastairs were bound in perpetuity. In particular Argyll promised to protect the Macalastairs against Tormod Macleod of Harris if necessary. The Macalastairs made a

50. Taymouth Bk, 211.

51. Argyll 54 and 55.

52. Argyll 57.

string of obligations. They promised to give a separate bond of manrent and service to Argyll if required, and serve him on fifteen days warning, and especially to take part with the Macleans and Argyll's other dependants in the north isles; and they further bound themselves to demit the lands of Glenelg to Macleod of Harris, and to appear before Argyll with Macleod to have all matters of dispute resolved by Argyll and his friends, including Lauchlan Maclean of Duart; both they and Macleod would provide pledges, and would make a bond of assurance until Argyll summoned them. And finally it was agreed that the contract and the bond of manrent might be renewed as seemed necessary with the advice of lawyers.<sup>53</sup> It is some indication that the terms made in bonds or contracts of manrent had some force, that two of these promises are known to have been fulfilled, and the third almost certainly carried out. Two bonds of assurance were made. The first has not survived, but is referred to in the second, made on 11 July 1577 between Tormod Macleod and Alan, captain of Clanranald; indeed, Alan's succession may well have been the reason for renewing the bond. By their contract, the two sides agreed to submit to Argyll, Maclean of Duart and as many of Argyll's kin and friends as he pleased, who would meet on 1 November. Meanwhile, they would remain in amity with one another, be ready to come before Argyll, on twenty days warning, and agree to allow Maclean of Duart to remedy any damage done by them. But already one point of dispute had been cleared up, as promised in the Macalastairs' contract to Argyll; Glenelg had been restored to Tormod.<sup>54</sup>

It is also from this period that there is a remarkable picture of what could happen to a man who lost Argyll's friendship and support. The Macleans of Duart appear to have been consistent adherents of both earls until 1577; and the dispute between Lauchlan Maclean of Duart and Colin

53. Argyll 53.

54. Argyll Transcripts, vii, 26.

earl of Argyll, referred to in December 1578, was not of long duration. But according to Lauchlan's complaint to the lords of council made in that month, it was a time of one-sided savagery by the earl. Lauchlan claimed that in the previous March, Argyll had incited his uncle John dubh Maclean, to murder him, and he was saved only by the inspiration of God, which led John to confess.<sup>55</sup> Foiled by this, Argyll then sent Macdonald of Dunivaig, backed up by 200 men led by Campbell of Lochnell's brother by land, and by John Macconnachie of Inverawe by sea, to attack his house of Lochgorne. Moreover, any of Lauchlan's servants whom he sent through the lands of Argyll, in order, as he explained, that they could reach the lowlands and pay the mails due to the king, were captured, beaten up and imprisoned by Argyll and his followers.<sup>56</sup> It is not possible to evaluate the extent, if any, of exaggeration in this account. The strong flavour of injured innocence on the part of a loyal and peaceful subject of the king is both understandable and readily discounted. But the substance of the complaint may well be accurate enough. It is not surprising, therefore, to find Lauchlan making a bond of submission less than a year later, on 27 August 1579, by which he promised to enter pledges and make such satisfaction as Argyll and his friends demanded for the onslaught by his friends and servants on lands in Ireland.<sup>57</sup>

55. John Maclean had made a bond of manrent to Argyll on 26 September 1577, in which he reserved his allegiance to the head of his house, Maclean of Duart: Argyll 56. Whether or not he did intend or attempt to murder Lauchlan, here certainly is a case of divided loyalty; and the inspiration of God may well reflect a genuine state of real agonising over the problem. To resolve his personal position in a dispute between men like Argyll and Maclean of Duart can hardly have been other than extremely difficult.

56. Argyll Transcripts, vii, 49-51.

57. *ibid*, vii, 56.



What emerges from this is not two earls exercising absolute authority in Argyll, but rather two earls who were personally able and tough enough to control what was in effect a pack of snarling dogs, and who were perfectly willing to resort to violent means themselves when they thought it necessary. Their contracts make impressive reading. The detailed attention not only to their own control over the major west highland families, but also to the relations of these families with one another; the insistence on men who wanted to enjoy the maintenance of the Campbells also undertaking to support their friends and adherents; the sweeteners in the form of protection in both general and specific circumstances balanced by the threat to withdraw protection; all these created a situation in which the violent feuding which is regarded as a marked feature of highland society after the collapse of the lordship of the Isles at the end of the fifteenth century, could be if not eradicated at least contained, while at the same time Campbell power was increased. In this period, the growth of this power at the expense of the Macdonalds, which has been singled out as the most important factor in the rise of the Campbells,<sup>58</sup> was primarily carried out not by feuding but by bringing the Macdonalds of both the north and south into the network of Campbell dependancies. Campbell policy seems to have been a judicious and effective mixture of negotiation where possible, formalised by the making of contracts, and force where diplomacy failed. But its success depended ultimately on the strength of personality of the men who pursued this policy. Written contracts were of little use if the authority of the lord was not sufficient to make men think twice before breaking them; and if the lord's authority was weak, then the resort to force was worse than useless.

58. E.R. Cregeen, 'The Changing Role of the House of Argyll in the Scottish Highlands', 155-7.

The postscript to this period, like its forerunner, underlines its particular character. When Colin earl of Argyll died in September 1584, his heir Archibald was aged nine. The effect of this was immediately seen in the renewal of the dispute between Rory Macleod of Lewis and his son Torquil, already mentioned; and it is reflected again in the failure of the new earl's attempt to end the violent outbreak of feud between the Macleans of Duart and the Macdonalds of Dunivaig in 1586.<sup>59</sup> The situation was made considerably worse by the squalid spectacle of the Campbells themselves, formerly a strongly united kin-group, engaged in internal struggles for control during the minority of the earl. The arrangement made by earl Colin for the minority gave authority to his widow and six leading Campbells, with executive power invested in three of them, including Campbell of Cawdor. The speed with which this arrangement collapsed into a power struggle is indicated by the two bonds made on 21 November 1586 by John Campbell of Cawdor and another of the six, Alexander Campbell of Lochnell. The first of these bonds set out their grievances in suitably pious and altruistic terms; what these amounted to was that they felt excluded from influence over the earl. The second said what they proposed to do about it, which was to secure Argyll's person; and in this they failed.<sup>60</sup> The culmination of this infighting was the murder of Campbell of Cawdor by Campbell of Ardkinglas and his associates in February 1592, possibly as part of a conspiracy in which the life of the

59. BM, Additional MS. 19,797, ff.10v-13v.

60. Contracts of friendship 79 and 80. The effect of the breakdown of the traditional Campbell unity may also be reflected in the extraordinarily large number of bonds of manrent received by Duncan Campbell of Glenorchy between October 1584 and the end of 1587: Breadalbane 52-108; and also in the contracts of friendship made in the same period by Campbell of Glenorchy with the Campbells of Craignish, Lochnell and Ardkinglas, the earls of Atholl and Montrose, and Maclean of Duart: Contracts of friendship 74, 75, 76, 82, 83 and 84.

earl was threatened.<sup>61</sup> But this was also effectively the end of lack of control by Argyll. What it illustrates is the ease with which Campbell dominance could be weakened in the absence of such control. But unlike the problem created by the fourth earl, the difficulty here was the temporary one of a minority which was particularly badly handled. There was no doubt about the ability of Archibald seventh earl of Argyll, who 'lived to exercise, for many years, an overpowering influence in the affairs of the Highlands and Isles'.<sup>62</sup> It was this earl who managed to implement, at least partially, James VI's policy of settling lowlanders in the highlands, by maintaining such a settlement in Kintyre; and it was also this earl who, working in close co-operation with king and council, achieved a solution to the long-term problem of the notoriously lawless Clan Gregor, who were finally suppressed in the second decade of the seventeenth century.

61. A detailed account of this episode is given in Gregory, History of the Highlands and Isles, 244-54, in which he emphasises the link with the murder of the earl of Moray, also in 1592. On the grounds that the conspiracy theory, which involves this link, depends on the confession of Ardkinglas, later withdrawn, it is challenged by M. Lee, John Maitland of Thirlstane and the Foundation of the Stewart Despotism in Scotland, (Princeton, 1959), 239-42, though effectively only to exculpate Maitland himself. Cawdor was certainly involved, with Maitland, in the Huntly-Moray feud; but it seems that the primary cause of this murder lay in dissensions among the Campbells. Ardkinglas' confessions and other documents relating to the murder are printed in Highland Papers, I, 152-94. The final healing of the breach did not come till very much later, long after the immediate reaction had died down. On 12 January 1619, Colin Campbell of Ardkinglas and John Campbell of Cawdor, sons of the parties involved in 1592, and twenty-three other Campbells, made a contract in which Cawdor acknowledged Ardkinglas' innocence, he being a minor at the time of the murder, remitted all rancour and hatred, and accepted him in brotherly love, amity and friendship; the preamble explained that the barons and gentlemen of the surname of Campbell were gathered to take order, in the absence of the earl, for observing the king's peace in the country, and establishing and maintaining the estate of the house of Argyll: Contracts of Friendship 107.

62. Gregory, History of the Highlands and Isles, 252.

The fundamental importance of personality in the success or failure of relationships based on personal alliances is one generalisation which might be made about this wide-ranging and complex subject. A strong magnate backed by a united kindred was a very powerful force indeed. Another generalisation which can be suggested, more tentatively, is that while the making and keeping of bonds did not necessarily guarantee stability - for certainly lords used their adherents to support them in their quarrels and feuds - the breaking of allegiance could create an even more violent and lawless situation. When the dominance of one family was too great to be seriously challenged, as was the case with the earls of Argyll, it was probably the breaker of the bond who was most hurt, as Lauchlan Maclean of Duart found. But where two families of more equal power clashed, and some of their adherents changed sides, disorder could be much more widespread. The outstanding example of this is provided by the circumstances leading up to the cause célèbre of the 1590s, the murder of the earl of Moray by the earl of Huntly in February 1592.

The Gordon earls of Huntly had enjoyed a position of unchallenged supremacy in the north-east from the mid-fifteenth century onwards, apart from a temporary set-back in the reign of Mary, when in 1562 they lost the earldom of Moray, granted to Huntly in 1549, to the queen's half-brother James Stewart, and for a short period moved into the unusual and entirely unsuccessful position of being in rebellion. Their normally pre-eminent position was based on three factors: their loyalty and service to the crown, which rewarded them both materially and with the office which formally confirmed their dominance, of lieutenant in the north; their policy of friendship towards the other Aberdeenshire magnates, the earls of Erroll, reinforced by bonds of friendship and marriage alliances;<sup>63</sup> and,

63. Contracts of friendship 2 (1466); 49 (1546); 90 (1589). This last contract was made on the grounds that it was necessary for Huntly and Erroll to keep friendship in time of great changes and unrest.

most important in terms of their prestige in their locality, their control, like that of the earls of Argyll, of an extensive following, built up by alliances with local lairds on the nucleus of a powerful and united kin-group. This gave them a massive advantage in their dealings with families who threatened to oppose them. Their uneasy relations with the Forbes, for example, alternated between periods of truce, again reinforced by bonds of manrent by the Forbes, and occasional outbreaks of feud; in such an outbreak, in 1571-2, although both families were wealthy, powerful and had local influence, the fact that the Gordons lived in great concord and unity, thus strengthening their position and following, while the Forbes were weakened by disunity, resulted in victory in this round going as usual to the Gordons.<sup>64</sup>

By the early 1590s, however, this supremacy had been undermined by the earl of Huntly himself who in 1589, along with the other northern Catholic earls of Erroll, Crawford and Angus, embarked on the dangerous course of entering into treasonable negotiations with Spain and opposing the crown almost, on two occasions, to the point of doing battle with the king. There is no point in describing in detail these political manoeuvres; it has been admirably done elsewhere.<sup>65</sup> What matters here is that because Huntly was highly suspect on both political and religious grounds, he was more vulnerable to the renewal of the threat to his local control by James earl of Moray, son-in-law and successor to the earl who had challenged his predecessor in the 1560s. The memorable opening of the account of this confused and miserable episode in the contemporary Historie of King James the Sext sets the scene, with its overtones of foreboding, and is well worth

64. BM, Additional MS. 19,797, f.19v.; for bonds by various Forbes to the earls of Huntly, see Gordon 1, 4, 5, 6, 25, 40, 44, 46 and 49.

65. Donaldson, James V-VII, 188-94; Willson, James VI and I, chapter 7.

quoting:

'Their be tua famous housis in the north of Scotland, to wit Huntlie and Murray. The hous of Huntlie is verie mightie in men and guddie, and so is Murray, bot not comparable to the uther, as all men knewis. Trew it is, that nather of thir Erlis war bellicous men; bot yit Murray was the maist weirlyk man bayth in curage and person, for he was a cumlie personage, of a great stature and strang of bodie lyk a kemp. So as disdayne and invy that still invadies the mynd of man to withdraw him from freyndlie tranquillitie, did also assaillie the gud mind of the Erle of Murray; the instrument wharof was ane Campbell of Caddell, knycht, a gentelman of that cuntrie, wha the maist part of his tyme had spent at court, where he had learnit all subtelteis thereof, not onlie to his awin great hurt, bot also to the great skayth of his posteritie. This knycht of Caddell was very familiar with Chanciller Maitland, fra whome he receavit instructions to engender disfreyndship betuix Huntlie and Murray, and consequently weares, that destroyis all. The whilke instructions he accomplieist verie learnitlie....'<sup>66</sup>

In other words, Moray was hooked. Given Huntly's political machinations, it is perfectly credible that Maitland should seek a means of reducing his power, and equally believable that Moray should succumb easily enough to the temptation of supplanting Huntly. What transpired, however, was that the real danger to Huntly did not come directly from government backing for Moray; James VI was consistently lenient to Huntly, partly out of personal friendship, partly because he was able to play off to his advantage the conflicting pressure groups of the northern earls and the extreme prebyterians with considerable skill, and partly because the non-productive overtures made to Philip II of Spain in 1589 and 1592 by the northern earls were of more concern to Elizabeth than to James VI.<sup>67</sup> Maitland consequently extricated himself from his involvement with Moray, and changed to a policy of friendship with Huntly;<sup>68</sup> and the Huntly-Moray struggle therefore

66. The Historie and Life of King James the Sext, (Bannatyne Club, 1825), 246-7. This account confirms at least one part of the famous and most misleading ballad about the Moray murder: Moray was the more handsome of the two.

67. Donaldson and Willson, op. cit.

68. Historie of James the Sext, 247; David Moysie, Memoirs of the Affairs of Scotland, (Bannatyne Club, 1830), 85.

became primarily a local dispute, to be resolved at local level by the stronger side.

Of the 'two famous houses in the north', the initial advantage lay with Huntly. But Moray's challenge, although it ended with his murder, was in fact a near-run thing, which produced a period of extreme disorder in the north-east and culminated in national uproar. Two factors reduced Huntly's superior strength. One powerful family, the Mackintoshes of Dunnachton, gave up their traditional dependence on the house of Huntly. This dependence, marked by a series of bonds of manrent,<sup>69</sup> had always had a strong element of reluctance; like the Forbes, the Mackintoshes were not among those who could be said to have enjoyed Huntly's protection; rather, they had it forced upon them.<sup>70</sup> In spite of the fact that as late as 1589 Lauchlan had formally renewed his allegiance and service, he went over to Moray; and it is highly probable that what happened was that a family which resented the power of the Gordons seized the chance, when the present earl was discredited, to back the rival who wanted to diminish that power.

69. Successive Mackintoshes, chiefs of Clenchattan, made bonds to the earls of Huntly: Hector in 1532; William in 1543; Lauchlan to the fifth earl in 1568 and to the sixth earl in 1589: Gordon 26, 38, 51 and 78.

70. A detailed and well-documented account of the Mackintoshes is that of A.M. Mackintosh, The Mackintoshes and Clan Chattan, (Edinburgh, 1903), although the author, who changed his name from Shaw to Mackintosh, is rather too inclined to regard the relationship between the Mackintoshes and the earls of Huntly as one of good and evil, always in that order. For the quarrel between Lauchlan's predecessor William and George fourth earl of Huntly, see above, pp. 279-80.

The other major family which deserted Huntly was that of Grant of Freuchy. Here the motive was rather different; indeed, Huntly played into Moray's hands. The Grants had also been dependant on the house of Huntly,<sup>71</sup> but with none of the friction which marked the relationship with the Mackintoshes. In what was, comparatively, a minor quarrel between John Grant, tutor of Ballindalloch, and John Gordon, brother of Gordon of Cluny, in 1590, one of Gordon's followers was killed, and on this occasion Huntly chose to deal with the affair not by allowing a settlement, but by getting a commission to bring the murderers to justice, declaring Grant and his supporters rebels, and attempting to arrest him.<sup>72</sup> However reasonable this may seem, in the abstract and by modern standards, there is no doubt that at a time when Huntly was under threat both from the government and in the north, and needed all the support he could muster, it was singularly ill-judged to take tough action against a family well-disposed towards him. Moray was able to capitalise on this situation; and the Grants transferred their allegiance.

They may have been further encouraged to do so by the fact that Grant of Freuchy and Mackintosh of Dunnachten were themselves allies. In a quite inordinately long document of 14 June 1586, they had agreed to accept the decision of arbiters in their various disputes over the lands of

71. In 1530 James Grant of Freuchy made a bond of manrent to James earl of Moray: Moray 3. The earl died in 1544 without male heirs; and the earldom was granted to Huntly in 1549, and held by him until 1562, when it was granted to queen Mary's half-brother. After 1544, the Grants had turned to the earls of Huntly for protection. They made bonds of manrent to the fourth earl in 1546; to the fifth in 1569; and to the sixth in 1586; and Huntly's bond of maintenance in return for this last bond also survives: Gordon 42, 54, 66 and 67. There is no evidence that these agreements were superseded by new allegiance to the earls of Moray between 1562 and 1590.

72. Mackintosh, Mackintoshes and Clan Chattan, 164.



Rothiemurcus and other matters; and this included a promise of mutual assistance, friendship and support. It may be of some significance that Grant excepted his allegiance to Huntly, but Mackintosh did not.<sup>73</sup> In any event, by November 1590 there was no question of allegiance to Huntly by either. On 12 November they drew up another lengthy contract. Much of this dealt with land, and their promise of assistance in the peaceful possession of land. But the punch-line came at the beginning of the contract, and was repeated later on; first Grant promised to assist, maintain and defend Mackintosh 'in caise any erle within this realme wrangeouslie or by ordour of law, be thame selfis and thair assisteris, be force or violence, invadeis, trublis, molestis or persewis the said Lauchlane....', this being repeated with the variation 'ony erle or erles', and similarly Lauchlan promised to maintain and defend Grant.<sup>74</sup>

Already the opposition to Huntly had begun to emerge. On 5 November 1590, a general bond of mutual assistance was made, in which Moray, Grant and Campbell of Cawdor were joined by the earl of Atholl, lord Lovat, Stewart of Grantully, Sutherland of Duffus and two other Grants.<sup>75</sup> By 20 January 1591 more support had come in. On that date a decret of exemption from Huntly's commission of justiciary and lieutenantry on the grounds of 'deidlie feiddis, querrellis and contravereis' was granted to most of the original group, now reinforced by Mackintosh, the Mackenzies of Kintail and Redcastle, Rose of Kilravock and Dunbar of Boghall, tutor of Cumnock.<sup>76</sup>

73. Fraser, Grant, iii, 158-65.

74. Contracts of friendship 93.

75. Contracts of Friendship 92.

76. Fraser, Grant, iii, 176-9. Again this shows the breaking of allegiance. Mackenzie of Kintail had made a contract of maintenance and manrent with Huntly in 1586: Gordon 68; and the Dunbars of Cumnock had also bound themselves in manrent to the earls of Huntly: Gordon 39 and 64.

In the course of that year, Huntly himself also cast around for support. While in March 1588 Mackintosh and Grant had been associated with Huntly in a commission of justiciary against Alan Cameron of Lochiel, captain of clan Cameron, now Cameron made a bond of service to Huntly on 5 March 1591, in which he particularly promised service 'in thir trublis letlis movit be Lachlane McIntosch of Dunnachten and Jhone Grant of Fruchie', in return for Huntly's promise never to receive them into his favour until Alan had been given satisfaction for any hurt incurred in the course of his service to Huntly against them.<sup>77</sup> In May 1591, the earl received a further bond of service from the Macphersons.<sup>78</sup> Most important of all, on 22 November 1591, a more substantial group of lairds, including two Dunbars, promised their assistance 'speciallie in this querrell and deidlie feid had and borne be his lordship aganis the erll of Murraye, certane his confiderattis and witheris within Murraye'; and the fact that one of these lairds was Sutherland of Duffus, who had been a party to the opposition contract of 1 November 1590, suggests a certain swing back to Huntly.<sup>79</sup>

A much more important return of allegiance to Huntly had already taken place. After November 1590 there had been a state of feud. In that month, Huntly had unsuccessfully attacked Moray's castle of Darnaway; and the decret of January 1592 refers to that attack and previous murders by Huntly and his supporters of servants of Moray and the Grants. But there was also a state of stalemate; after the attack on Darnaway, 'the weares increseit, so that at sum tymes Huntlie, and at sum tyme Murray

77. Fraser, Grant, iii, 166-9; Gordon 81. Cameron had made a bond of manrent and maintenance with Grant of Freuchy in 1589; Grant of Freuchy 3. He had excepted his allegiance to Huntly; and this proved the stronger pull.

78. Gordon 82.

79. Gordon 83.

was victorious'.<sup>80</sup> The principal cause of this stalemate was the part played by the Mackintoshes and the Grants; their defection from Huntly weakened him and strengthened Moray, but not sufficiently to produce a decisive result. It is almost symbolic of their crucial importance that they should have made a contract of their own; and certainly their importance was recognised at the time, to the extent that they were singled out in Cameron's bond to Huntly, and in letters by the English diplomat Robert Bowes to Burghley in the autumn of 1591, describing the troubles in the north. On 23 September 1591, for example, Bowes referred to Huntly's quarrel with Grant and Mackintosh, and recounted a fight between them and Huntly's supporters the Camerons, who had taken their sheep and cattle to Strathbogie (Huntly), and were selling them cheap; and in revenge, Grant and Mackintosh, with the assistance of Moray and Atholl, were preparing to invade Huntly's lands. On October 3 he wrote saying that the quarrel between them was not yet appeased, and wrote again in similar terms as late as October 19, although this time without specifying Huntly's enemies, no doubt because they were well enough known.<sup>81</sup> Three days later, however, came a dramatic change. The methods used to persuade Grant and Mackintosh are not known, but four of the leading Gordons, backed up by four lairds loyal to Huntly, had managed to bring about a settlement; and a contract was made on 22 October, by which it was agreed that Grant and Mackintosh

80. Historie of James the Sixth, 247. According to this account, it was during this stalemate that Huntly came to court, where Maitland, now more concerned with the threat from Bothwell, and so hating the Stewart earls, became 'familiar' with him.

81. CSP Scot, x, 572, 575, 579.

would once again be received 'in the special favour of the said noble erle, and be with his lordship waitt and respeckit in all caces and respeckis als weill and freyndlie as thai war befor the laitt electis begowth; and sue alwayis to conteneu with his lordship, sue lang as thai keip their dewtie and faythfull service to his lordship and his house, but defectioun', such defection, if alleged, to be judged by the Gordons and other lairds involved in the contract.<sup>82</sup>

This settlement drastically altered the balance of power. Indeed, it is perhaps not too fanciful to suggest that the promise of assistance against Moray by the lairds who gave their bond to Huntly in November 1591 was a product of this agreement, bringing over those who had perhaps wavered to what was now the winning side. There was now hardly room for doubt about the outcome of the feud between Huntly and Moray; and the end duly came on 7 February 1592, with the burning of Moray's house of Donibristle and the murder of the earl himself.

Inevitably the murder provoked violent demands, by the kirk and by Moray's allies, for Huntly's punishment; and equally inevitably Huntly, then and later, was regarded as the villain of the piece.<sup>83</sup> But James resisted these demands, and he was undoubtedly wise to do so. Moray had taken a great risk. He had challenged the pre-eminent position of another magnate in his own locality. By doing so, in an age when men were swords because they were accustomed to use them, not as decoration, he was bound to provoke violence, for there was no other way in which a power struggle

82. Fraser, Grant, iii, 180-1.

83. One anonymous writer has tried to redeem Huntly. In an eighteenth century copy of an account of the murder, which is very similar to that in the Historie of James the Sixth, there is one significant addition. The writer is careful to point out that Moray was killed not by Huntly, but by Gordon of Cluny, whose brother had been killed during the attack on Darnaway in 1590, and by Gordon of Gicht, whose brother was killed in the fighting at Donibristle - that is, by men who were avenging their nearest kinsmen: BM, Additional MS. 19,797, ff.14v-19v.

of this kind could be resolved; when one man directly challenged another in order to replace him as the controlling force in his locality, there was no middle ground which would have allowed compromise or arbitration. It is quite wrong, therefore, to regard Moray as a man of different stamp from Huntly, the more civilised victim of the older type of lawless Scottish magnate. This was a local dispute which, because of the people involved, had far wider national ramifications than most; it was begun by Moray, and it was fought out on traditional lines by both sides, relying on that most traditional and conservative feature of society, the ties of loyalty and allegiance and, in this case, the breaking of them. The loser was Moray, and the loser paid what was, again, almost the inevitable price.

For the king to have attempted to take strong measures against Huntly would only have inflamed a dangerous situation further. As it was, James' inaction allowed a crisis to dissolve into anti-climax. On 18 April 1593, Huntly agreed that his allies, the earls of Erroll and Angus, who were bound to defend him against all men save the king, should nevertheless make such offers as they thought expedient to the kin and friends of the murdered earl, and that he would follow their counsel in the matter;<sup>84</sup> the outcome of this is not known, but certainly it was, in the circumstances, the most practical way of offering reparation, and indeed still a way which was entirely acceptable. Grant of Freuchy maintained the traditional loyalty of his house to Huntly; in 1593 he appears as one of Huntly's cautioners for keeping the peace.<sup>85</sup> Mackintosh of Dunnachten, 'a man inconstant, false and double myndit, be the report of all men',<sup>86</sup> also in his own way reverted to the normal strained relationship of his family with the earls of Huntly; once again he broke his agreement with Huntly, and

84. SRD, Gordon Castle Muniments, GD 44/13.9.12; Spalding Miscellany, iv, 249.

85. Fraser, Grant, ii, 4; iii, 184.

86. Historie of James the Sext, 249.

intermittent feuding resulted. But, particularly after 1596, Huntly was in a better position to deal with Mackintosh, and succeeded in dividing his kin-group. In 1597 he received into his favour and maintenance James Mackintosh of Gask and his sons, as though they had never offended him, in return for their bond of service, and in 1600 he forgave Angus Williamson (Mackintosh) of Termit and his sons their part in the troubles between himself and Mackintosh of Dunnachten, again in return for their promise of service.<sup>87</sup> The status quo was restored. The moral - if such a word can be used - of the Huntly-Moray feud was that when traditional positions were threatened, traditional loyalties, or at least grudging dependence, overturned, feud and bloodshed followed; and while Moray has had rather too good a press ever since, James VI was sufficiently a man of his times to realise this very well. His policy of leniency towards Huntly entirely paid off, both in this affair and in the wider problem of his dealings with the Catholic earls, who finally made their peace with him and with the kirk in 1596-7. Thereafter Huntly settled down to his former position of unrivalled supremacy in the north, and of enjoying the king's favour as one

87. Gordon 86 and 91. Williamson was allowed to except his service to the earl of Moray, which suggests that Huntly no longer felt threatened. As the murdered earl's son was still a minor, there was certainly little need for concern; and indeed no further challenge was made. After the death of Mackintosh of Dunnachten in 1606, the Mackintoshes made an effort to reunite the clan and bring to an end the 'controversies, questions, debates and hosts, that has fallen furth betwixt the said hail kin of Clan Chattan these times bygone, whereupon there followed great inconveniencies....'; in April 1609, the principal members of the clan met at Termit, and there drew up a contract binding them to serve the chief for the time, during the minority of Lauchlan's son, and to keep 'perpetual amity, friendship and kindness' with one another: *Contracts of friendship* 104. As an indication of how little changed, however, in 1618 Lauchlan Mackintosh, uncle of the new chief of Clanchattan, made a bond to George lord Gordon, promising never to assist Mackintosh of Dunnachten against Gordon: SRD, Gordon Castle Muniments, GD 44/13.9.21; Spalding Miscellany, iv, 257-8.

of 'my trustiest servand',<sup>88</sup> was given a marquessate in 1599, and, incidentally, proceeded to emphasise and enhance his standing by turning his castle of Huntly into an elegant and palatial mansion, on the upper storeys at least, the most remarkable feature being a massive and elaborate door-panel of unrivalled size and magnificence.

So far, what has been discussed are the bonds of manrent and maintenance made between magnates, lords and landed gentry. But there are two other aspects of bonding to be considered briefly to complete the survey. The first is the question of magnate control of the burghs, insofar as there were some bonds of manrent made either by burghs as collective communities or by individual burghesses. Not many of these survive, and of those which do, two at least are political - that is, made for short-term and particular purposes - and do not therefore come into the category of bonds made by the burghs on the same basis as the great majority of bonds made by the lairds. The bonds made by the burgh of Dumfries to the king and regent Lennox in 1570, and by the burgh of Aberdeen to the king and regent Morton in 1574 were political bonds.<sup>89</sup> And there is undoubtedly a political element in the bonds of manrent and maintenance made by the burgh of Edinburgh and James earl of Arran on 19 and 20 January 1521, whereby the burgh plumped for support for Arran, after a decade of rivalry for control between the Hamiltons and Douglasses, culminating in the street-fight of April 1520 known as 'Cleanse the Causeway' when the Hamiltons had been driven out of the town; indeed, the

88. Basiliken Doron of King James VI, ed. J. Craigie, (STS, 1944), II, 6.

89. Political bonds 26 and 29.

burgh in its bond promised that the earl of Angus would be refused entry when Arran was in Edinburgh, until the two had made their peace.<sup>90</sup> But there were other bonds of manrent which were of the same kind as those made by the lairds. The burgh of Nairn, for example, made an indenture of maintenance and manrent with Hugh lord Fraser of Lovat in 1472, and the burghs of Banff and Cullen likewise bound themselves to Ogilvy of Deskford in 1472 and 1479. In the late sixteenth century, Renfrew promised service to Colin earl of Argyll, and gave him the right to nominate one of their baillies and one officer in each election, in a bond of 1580; and in 1591 the burgh of Annan ratified all previous bonds of manrent made to lord Maxwell and his predecessors, particularly mentioning the bond made in 1573, in return for Maxwell's continued friendship and protection.<sup>91</sup> William Kennedy, constable of Aberdeen, and William Leek, burghess of Aberdeen, made bonds of manrent to the earls of Erroll in 1487 and 1515, and Stewart of Minto, provost of Glasgow, bound himself to James earl of Arran in 1527, promising his service as long as he held office.<sup>92</sup> These give a certain weight to the impression created by one late sixteenth century account of the 'General State of the Scottish Commonwealth', which describes the power of the nobility, already too great, as

'the more because the burroughs and burghess towns are wholly at the devotion of some noblemen or other, few excepted; as Couper of Fife at the Earle of Rothes, St. Johnston at the Earle of Montrose, Dundee at the Earle of Crawford, the northern towns at the Earle of Huntly's command; whereby they have their own, and the common voices in parliament; nothing can pass that may prejudice the state of the nobility, or in large the prince'.<sup>93</sup>

90. Hamilton 3 and 4. The office of provost had alternated between the Douglasses (1513, 1517 and 1519) and the Hamiltons (1515 and 1518); Donaldson, James V-VII, 11 and 35.

91. Fraser of Lovat 1; Ogilvy of that ilk 1 and 2; Argyll 60; Maxwell 34.

92. Erroll 5 and 24; Hamilton 5.

93. BM, Additional MS. 35,844, ff.193r-8r. The manuscript contains miscellaneous transcripts of documents dealing with aspects of late sixteenth century Scotland. This account is anonymous, but almost certainly was written by an English observer; the language suggests this, and it comes from a period when the English government received a number of reports on the state of Scotland. This one is unusual only in that it is cast in a style which is more literary than most.



They also give some point to the fact that, of the three acts of parliament designed to limit or prohibit the making of bonds of maintenance and manrent, two dealt with manrent in the burghs. In 1458 it was enacted that

'na bandis nor ligis be maide nor yit na commotioun nor rysing of commounis in hindering of the common lawe bot at the commandment of thar hede officiaris. And gif any dois in the contrary and knowlege and taynt may be gottin therof thair gudis that ar fundyn gilty tharin to be confyskit to the king and thar lifis at the kingis will. And at na man duellande within burghs be fundyn in manrent nor ride nor rowt in feir of weir witht na man bot witht the king or his officiaris or witht the lorde of the burghs that thai duell in or witht thar officiaris under the samyn pane. And in lik maner that na induellar within burghs nor landwart purches any lordechipe in oppressione of his nychburis in lik maner under the samyn payne'.

And this act was repeated in 1491, with the additional detail that a lord should not be purchased 'to Rout na Rid na pley at bar or ony uthir way' cause oppression, and with the provision that the justice clerk should inquire each year into these points.<sup>94</sup>

94. APS, ii, 50 and 226. In 1503 it was further enacted that no neighbours, craftsmen, gentlemen burghesses nor inhabitants of the burghs should usurp the authority of the king's officers elected in the burgh, 'nor mak ligis nor bandis in contrar the samyn'; and this was again repeated in 1504: ibid, ii, 245 and 252. The clause forbidding anyone to 'purches any lordechipe' is somewhat ambiguously worded. The abuse which was being attacked is much more clearly expressed in the fourteenth century list of 'poyntis that are to be inquerit be the gret assys'; one was 'gif ony purches a lord duelland to landwart to cum to the court of the burgh in preiudice or scatht of his nychtburis': Ancient Laws and Customs of the Burghs of Scotland, 1124-1424, (SBS, 1868), 152-3. How far this was a real problem is not clear. On one occasion when it did happen, in a case heard before the aldermen and baillies of Aberdeen in 1440 between William of Cadiou and Robert of Cullace, when James earl of Avandale turned up on behalf of Robert, who was his man, considerable confusion and embarrassment seem to have been caused. William protested that he had no idea that Robert was Avandale's man, which seems a curious and unnecessary apology; and even more curiously in view of the strong feelings about such an event, it was agreed to postpone the case: Extracts from the Council Register of the Burgh of Aberdeen, (Spalding Club, 1844), i, 394-5.

These general statements suggest two quite different situations. The 'State of the Commonwealth' describes autocratic control, with the burghs merely reflecting the will of the magnates. The acts of parliament demonstrate exactly the opposite, a reaction of the burghs against any attempt at magnate domination. Both these statements are too extreme, although the second is probably nearer the truth than the first. No doubt there was considerable variation. A small royal burgh or burgh of barony was more likely to be under the control of the local lord; the Ogilvy domination of the burgh of Banff has already been described.<sup>95</sup> At the other end of the scale, the reasons are obvious enough why Edinburgh should have been particularly vulnerable to magnate control or rivalry for control, although as this was normally a matter of political rivalry, it was exceptional. But in general the degree of control claimed by the 'State of the Commonwealth' is hardly believable. There is not enough evidence to support or reject positively the idea that the burgesses acted as mouthpieces for the magnates in parliament, although if there is any validity in the view that they did, it was at best a highly selective matter. Only the largest burghs sent representatives to parliament with any degree of consistency. The smaller burghs, who were most amenable to the control of a lord, attended much less frequently. The fact that, for example, the known representatives of the burgh of Banff were Ogilvies certainly suggests that they may well have reflected the view of their local lord; but as they only came to three parliaments in the sixteenth century, they can hardly

95. See above, pp. 231-2.

have made much impact.<sup>96</sup>

Whatever the position in parliament, it is quite clear that lairds who made bonds of manrent did not thereby become subservient to their lords; their status was normally guaranteed against that, and in any case there is no doubt that the intention of making bonds was not to reduce men to this level. This being so, it is entirely unlikely that the case should have been different with the burghs who were highly conscious of their rights as independent and self-governing communities, and who resisted infringements of those rights.<sup>97</sup> On the other hand, if Edinburgh was unique in being heavily affected by political events, other burghs were not immune from local pressures. To deal with these, a compromise solution offered itself. There was a positive advantage to be gained by a burgh which put itself under the protection of a lord, for in doing so it might more easily preserve its independence. This was the course adopted by the burgh of Aberdeen, and it was a course which worked very well.

In the 1440s, Aberdeen seems to have been particularly touchy about the problem of interference by lords outwith the burgh. In 1447 the council forbade any request on behalf of any lord for tacks of the town; and while they agreed that a lessee could assign his tack of fishing to any friend, they added the rider 'except lordis'. In 1445 they had unanimously

96. *APS*, ii, 428, (1543); iii, 428, (1587); iv, 7, (1593). The claim of the 'State of the Commonwealth' is in fact further evidence that the writer was English; the suggestion that the point of controlling the burghs was to control parliament is a reflection of the English rather than the Scottish situation, and the place of the English commons in parliament; and there is a certain curious logic in the idea that, given the over-large share of power in the state which the writer claimed that the Scottish nobility enjoyed, they could manipulate parliament, assuming that the Scottish commons were as interested in attending and making their views felt there as those in England.

97. See, for example, W.C. Dickinson, 'Burgh Life from Burgh Records', in *Aberdeen University Review*, xxxi, (1946), 214-26.

agreed that no lord should be capitaneus of the burgh, perhaps after their experience of Irvine of Drum, capitaneus from 1440-42.<sup>98</sup> It is not impossible, indeed, that it was pressure from Aberdeen which produced the legislation of 1458, which could well have stemmed from the particular problems of one burgh, although it was certainly in keeping with the general attitude of the burghs.<sup>99</sup> In 1463, however, the burgh took rather a different line; on 13 January it made a bond of manrent to Alexander earl of Huntly, in return for Huntly's promise of maintenance.<sup>100</sup> The fact that the bond was to last for only ten years may reflect a certain caution on their part; but as it turned out, the relationship between the burgh and the earls of Huntly was to endure, with hardly any interruption,<sup>101</sup> until the late sixteenth century.

98. Dickinson, 'Burgh Life from Burgh Records', 217.

99. I am indebted to Professor A.A.M. Duncan for this suggestion.

100. Gordon 3.

101. One occasion when good relations were strained temporarily was in 1521, when Huntly took the unusual action of supporting lord Forbes against the burgh; but this seems to have had no lasting effect. The other major occasion was forced on the burgh. In their bond of 1574 to regent Morton, they referred to Morton's forgiveness for past crimes and his clemency now extended to them among others. Their particular offence was their support of Huntly, which was to cost them 4000 merks; but Morton's clemency extended to a discharge of 1000 merks, and permission to them to spend a further 1000 merks on the building and repair of a hospital in the burgh. Aberdeen Council Register, i, xxxv-vi; ii, 11-18. This was a follow-on to a similar action of regent Moray in 1569: *ibid*, 18-19. On that occasion, according to the Historie of James the Sext, 42, he 'past to Abirdene, and their causit ilk man that assistit the Erle of Huntlie, to compone for sik unreasonable soumes of money, whareby the greatest part war beggerit, from the best to the meynest, to the end thay could be the mair unable to mak insurrestion agayne'. Whether or not he went to these lengths, Huntly and his adherents did accept Moray's authority in the spring and early summer of 1569: Political bonds 24.

This did not mean that the burgh became in any way slavishly obedient to the earls of Huntly. They were prepared to say no to him, with great politeness certainly, but equally with great firmness. Six months after they made their bond of manrent, for example, they replied to his request for their attendance that while they wanted to do all in their power to please him with their service, 'thai may nocht come to this hasty tryet....for in gud fathe, we hafe na hors....',<sup>102</sup> In March 1545, they agreed to his request that one James Manchane and his cautioners should be remitted of an unlaw of twenty pounds; but it is noticeable that Huntly, in making this request, felt it necessary to use tact, assuring them that he was 'content that na uther requestis of myne be admittit be you in tyme cuming in sic materis'. And another request, on a different matter, was turned down; when Huntly asked, in 1558, that William, son and heir to John Leslie of Balquhain, should occupy the town's lands of Ardlair, the town unanimously refused.<sup>103</sup>

Even greater bluntness and resistance to interference characterised their dealings with other local lords. In 1525, for example, they were almost united in agreeing to stop interference in the elections of their provosts. But one man, John Colison, argued that certain landed gentlemen, such as the lairds of Drum, Wardes, Balquhain and Meldrum, should be able to vote; the general opinion of this is reflected in the marginal note to the record of this decision, which tartly pointed out that Colison was related by marriage to these lairds: 'ane ambesowus proud man was this John Coliesoun'. Colison and the lairds turned to an attempt to get their way by force, but failed; and in 1528 the lairds of Balquhain and Wardes were prevailed upon to make a bond not to molest the burgh, under pain of

102. Aberdeen Council Register, i, 24-5; this request was made by Huntly and others unnamed.

103. *ibid*, i, 217-8, 307-8.

£2000.<sup>104</sup> Similarly the burgh came off very much on top in their running fight with the Forbes in the 1520s. On 20 May 1530 they turned down lord Forbes' demand for his tun of wine, which he claimed was due to him annually in return for his aid in protecting the salmon fishings on the Dee and the Don. This the burgh refused, until such time as Forbes produced a bond promising to fulfil his part of the bargain. On 6 September they went further, and decided that no pension should be given to Forbes or any other in the future for the protection of their fishings, because those who should have protected in fact destroyed, and a pension would too easily become blackmail. On 19 December, James V issued a signet letter which put a number of Forbes under penalties to keep the peace; and already lord Forbes himself had given in, and made a bond promising not to harm the burgh, under pain of £5000.<sup>105</sup>

It is of course impossible to estimate precisely what part the earls of Huntly played in enabling the burgh to fight off threats to its independence. But in view of the fact that those who did threaten were themselves dependants of the earls, it is likely that even to secure Huntly's benevolent neutrality was a positive advantage, and it is possible that they got rather more than that. Certainly the burgh thought that it was to their benefit to have Huntly's protection, even although this meant that in one respect their independence was somewhat illusory; for the provosts of Aberdeen were, for most of the sixteenth century, consistently Menzies, and the Menzies were allies of the house of Huntly. The desire of the burgh to have the best of both worlds comes out in an exchange of letters in 1544. On 17 May, Huntly wrote to inform them that their fear of being left unprotected in these troubled times was groundless, and directed them to

104. Aberdeen Council Register, i, xxxiii-iv, 111-2, 115-6.

105. *ibid*, i, xxxvi-vii, 136-40.

obey his 'cousingis and servitouris' John Gordon, Henry Irvine, Alexander Rutherford and William Rolland during his absence. The rather peremptory tone of this letter was perhaps responsible for the burgh's assurance, in reply, that the rumour of their fear had been exaggerated. They were clearly touchy about the command to accept the direction of others - even Huntly's servants - in their affairs, referring to the fact that it was Huntly who had 'our band as protectour to uss', and they reminded him of their belief that he would not 'hurt our liberte and privilege that we haf hed of auld'. But at the same time they could not quite bring themselves to refuse outright, and they were careful to thank him for his benevolent mind towards them, and to beseech his continued protection.<sup>106</sup> And in January 1545 they went to the length of making him a freeman of the burgh, in order to elect him provost; whereupon, having accepted office, he nominated the former provost, Thomas Menzies of Pitfodells, to hold office as his deputy.<sup>107</sup>

Rather surprisingly, neither the Reformation nor the financial exactions of Morey and Morton had the effect of undermining the relationship, on the surface at least.<sup>108</sup> But at the end of the century it did break down.

106. Aberdeen Council Register, 1, 200-2.

107. *ibid*, 1, 214-5. No doubt it was because of his formal position that in March 1545 his consent was sought, and received, for the election of Walter Leslie as bailman, after the resignation of Alexander Menzies. But this was not, perhaps, a matter which he would normally be expected to worry much about, and it is possible that his involvement on this occasion is another indication of his connection with the Menzies: *ibid*, 1, 217.

108. In one respect the town lost out by relying on Huntly's protection. In 1559 he was given the furnishings and vestments of the cathedral of Aberdeen for safe-keeping. These were included in the inventory of his moveable goods seized by the crown after his defeat, death and forfeiture after the battle of Corrichie in 1562: Inventaires de la Roynie d'Escoce, Douairiere de France, ed. J. Robertson, (Bannatyne Club, 1863), 49-56.

Probably what finally provoked the increasingly protestant burgh was Huntly's championship of the Catholic cause, and it may have been made easier for them to take action because they had an alternative to Huntly, George earl Marischal, whose growing interest and influence is reflected in his foundation of Marischal college in 1593. Certainly they seized their opportunity when Huntly was embroiled in his feud with Morey. But apart from the general reason, the first clear sign of reaction against the earl is seen in a more particular matter. In 1587, Huntly had apparently interfered in the election of the provost, persuading the town to reject the nominated provost Andrew Rutherford, and to continue the provostship of Gilbert Menzies of Pitfodells.<sup>109</sup> Indeed, it may have been in an attempt to bolster up his position that Menzies himself entered into a bond of manrent with Huntly in 1588, perhaps because the burgh as a whole would no longer do so.<sup>110</sup> This would have been in any case a tactless move; but the fact that the burgh was attempting to break the line of Menzies provosts is of considerable significance, for the method of undermining Huntly's position was to make a direct attack on that of the Menzies. In 1587 this was unsuccessful. But finally in 1590 the Menzies dominance collapsed; the

109. 'The Chronicle of Aberdeen', in Spalding Miscellany, ii, 59.

110. Gordon 71. This bond was written on parchment and sealed, which was exceptional for a bond of this late period; the suggestion has already been made that Menzies was rather pompously adding a touch of dignity to the making of a bond by a provost of a burgh: above, p. 104. The bond also contains another self-conscious reference to status; service was to be given as by 'utheris gentilmen of the countre of our rank and estait'. This could of course mean that the provost of a burgh would serve like a country gentleman. But in the circumstances, it is perhaps not too fancifull to suggest that it reflects a pessimistic recognition of what was going to happen: that the long era of Menzies control of Aberdeen was coming to an end, and that in the future Menzies' sphere of influence would indeed be by that of 'utheris gentilmen of the countre' and not any longer in the town.



burgh complained both to the commissioners of the convention of royal burghs and to the privy council. To the convention in June they described themselves as 'thralit to serve ane raice of pepill, as it war ane burch of baronays, never haiving ony proveest or counsall changit be the spaice of fyftie yeiris bygane, except it war be death, and in that caise, ane of the same rais, as it war ane stait of inheritance, succeding thairto'; and, to leave no doubt, 'the leytis for electioun of the proveest nocht to be restranit to the name of Menzess, thair freyndis and allyais'. By September the story had improved, and the privy council heard of 'the unlauchfull usurpation of the proveestrie be the race of Menzeissis, and of all utheris cheiff officis of the same be theme, thair kin, freindis and allya', which had afflicted the burgh 'thir fourescoir yeiris bigane'.<sup>111</sup>

It cannot simply be assumed that Aberdeen provides a blueprint for burghal relations with the magnates. But it is not inherently unlikely that it was fairly typical. It reconciled two apparently conflicting aims: the desire for control by the lord and the desire for independence by the burgh. Indeed, the conflict is probably more apparent than real. The earls of Huntly never demanded, any more than the burgh was prepared to give, a real infringement of burghal rights; the burgh had not in fact suffered unwillingly fifty or eighty years of thrall. To this extent, burghal bonds of manrent are no different from those made by the lairds. Both parties gained advantages; and probably, on balance, the major share of the advantage in this case at least lay with the burgh.

Finally there are the political bonds. It is impossible to divorce these bonds entirely from bonds of manrent and maintenance, and indeed there are a few bonds of maintenance, those of Mary of Guise and Cardinal Beaton, which were made for political purposes. Political bonds were the product

111. Records of the Convention of the Royal Burghs of Scotland, ed. J.D. Marwick, (Edinburgh, 1866), i, 321; RPC, iv, 533.

of the same society, and of the same belief of that society in the value of the formal personal alliance; and they were, therefore, expressed in the same sort of language, or indeed language which gave an even stronger impression of a deeply felt adherence to the strength of the ties of friendship and because they were made in political circumstances, of a conscious attempt to show that those who made them were imbued with political responsibility and desire to serve the state. Thus it was standard practice to refer, sometimes at length, to the troubled and parlous state of the commonwealth, riddled with unrest and disorder which the makers of the bond would combat; and in the second half of the sixteenth century there was added the intention to act as Christian subjects, to follow the law of God as well as of man, and to maintain the true - that is, reformed - religion.

Nevertheless, although there are areas where bonds of manrent and political bonds overlap, there are essential differences which make it quite impractical to deal adequately with the circumstances and effects of the making of political bonds. The making of political alliances in Scotland is an enormous subject; and no attempt is made here to discuss, for example, the use of the bond, and later the covenant, for religious purposes, in the events leading up to the Reformation and subsequently, or the use and effects of the General Band in the borders and the highlands, by which landlords were made personally responsible by the government for the good behaviour of their followers and tenants. These would provide subjects for separate studies, and the same is true of political bonds, for adequate discussion of them would require detailed analysis of the particular circumstances in which each was made. But one point about them is very relevant. Unlike the bonds made for the Reformation, bonds of manrent have had a distinctly bad press as a threat

to the government. Objection at the time, however, was made rather to the political bonds, which were inevitably the product of magnate faction, and which might include bonds of manrent made for political purposes; and even then, it was not necessarily the crown who objected. To show why this was so, one or two general points about these bonds will be outlined briefly, to indicate the kind of situation which produced them.<sup>112</sup>

Three common characteristics are clear. Political bonds almost always involved a number, sometimes a very large number of people, which is not surprising in bonds whose object was to unite what amounted to a political faction or party. Thus, for example, on 24 July 1543 a bond was drawn up which united under the leadership of Cardinal Beaton four bishops, six abbots, commendators and priors, six earls, ten lords and twenty lairds. The reason given for the making of this bond was the bad government of the country since the death of James V, the desire for private profit of those in control of foreign policy, and the danger that the realm would fall to the old enemy, England. The signatories therefore bound themselves to act together in all matters touching the common weal. Specifically they promised to defend one another against any attempt by the governor, James earl of Arran, to use the queen's authority to attack them in person, lands or goods. What this amounts to is a bond by the faction who had lost out in the race for power after James V's death, and who now opposed the governor, and the policy of alliance with England sealed by the marriage of the queen to Henry VIII's son Edward.<sup>113</sup> Even more extensive was the bond

112. These bonds are listed in Appendix C. This is not, however, a comprehensive list. It includes only the kind of bonds discussed here: those made by groups of magnates, or occasionally two magnates, to meet a political situation; it does not include the bonds made for religious purposes, even although they were clearly not wholly devoid of political motivation.

113. Political bonds 7.

made on 8 May 1568, after Mary's escape from Lochleven castle, signed by nine earls, nine bishops, twelve abbots and commendators, eighteen lords and sixty-seven lairds. The signatories, having thanked God for the queen's escape from the hands of those unnatural subjects who acted against the law of God and man, bound themselves to act together in restoring the queen's authority.<sup>114</sup> This represents the extent of the queen's party who, after the defeat at Langside, and her flight to England, were left to fight for an absent monarch, and it perhaps reinforces the argument that in leaving Scotland, where her support was considerable, Mary committed a real political blunder.

The numbers involved in these two bonds are particularly large, but this is merely a matter of degree, reflecting, especially perhaps in the second case, the importance of the object of the bond. They illustrate also the second characteristic, the fact that, again not surprisingly, it was in times of political stress and crisis that such bonds were made. A remarkable example of this is the bond made by Henry lord Darnley on 1 March 1566, which opens with a statement of Darnley's appreciation of the gentle and good nature of the queen, who is now abused by certain 'privey persons', in particular 'ane straunger Italian callid David', who may be the occasion of the destruction of queen, nobility and country, which Darnley thinks a 'pete' and a matter of 'great conscience to us'. Therefore he intends to punish them, and in difficult cases, kill them; but this he cannot do alone, and so he now makes this agreement with certain of the nobility, promising them his maintenance and protection in

114. Political bonds 20. Already, on 25 December 1567, ten of the signatories of this bond had made a bond by which they agreed to assist one another in setting the queen free, punishing Darnley's murderers and ensuring the safety of the prince: Political bonds 19.

case feud should result from his action, or any threat to them for their part in an enterprise which 'may chaunce to be don in the presence of the Quene Maieste or within her pallasce of Holyroudhouse'. This produced 'Certane articles to be fulfillit' by the earls of Moray, Argyll, Glencairn and Rothes and lord Boyd and lord Ochiltree, and their accomplices, drawn up on 2 March. These nobles, unlike Darnley, had the wit not to be explicit about what they intended to do; but they promised their faithful service at some length, bound themselves to maintain the religion established by Mary and granted by Darnley, and promised - what must have been sweet music in his ears - to press for the crown matrimonial for him at the next parliament after their return to Scotland.<sup>115</sup> This was indeed a case of a lamb among wolves. The murder of Riccio duly took place, on 9 March; and Darnley's lamentable attempt to disassociate himself from any part in it, culminating in his proclamation in Edinburgh on 20 March denying all knowledge of the conspiracy, was particularly unconvincing in view of the existence of his remarkably explicit bond.<sup>116</sup>

The other crisis of the reign which produced political bonds was Bothwell's abduction of Mary in April 1567 and subsequent marriage to her. This led to one of the most famous Scottish bonds, the so-called 'Ainslie's Tavern band' of 19 or 20 April 1567, made apparently on the occasion of a supper-party given by Bothwell. This bond asserted Bothwell's innocence of the murder of Darnley, and promised support for his marriage to Mary;<sup>117</sup>

115. Political bonds 13.

116. Political bonds 14.

117. Political bonds 15. Various versions of the Ainslie's Tavern bond exist; the variation comes not in the text, but in the names of the signatories and in the date. It is printed in Robert Keith, History of the Affairs of Church and State in Scotland, (Spottiswoode Society, 1844-50), ii, 563-6, and in David Calderwood, The History of the Kirk of Scotland, (Wodrow Society, 1842-9), ii, 352-4, where it is dated 20 April. This includes as one of the signatories the bishop of Ross; but in one of the copies in the British Museum, colour is given to the idea that Bothwell had to force at least some of his guests to sign the bond by the note that 'there is written upon the back of the bond by S.C. his hand that the Bp. of Ross & Lord Eglinton subscribed not but slipped away': BM, Sloane MS, 3199, ff.312r-3r.

and after it had been made, Bothwell staged his abduction of the queen and carried her off to Dunbar. On 1 May came the opposition bond, which had the stated intention of freeing the queen, the victim of a great and heinous crime committed by her own subjects.<sup>118</sup>

It is possible, however, to regard the incidence of such bonding in the last years of Mary's reign as further proof of the political weakness and ineptitude of this particular monarch; for it was in the absence of a strong ruler that these bonds were most frequently made,<sup>119</sup> and conversely it therefore suggests the strength of the fifteenth and sixteenth century Scottish kings, for such absence can normally be equated with the long periods of the royal minorities.<sup>120</sup> Thus in January 1466, Robert lord Boyd made a bond with Gilbert lord Kennedy, in which he referred to bonds which he had already made with lord Darnley, lord Hamilton, lord Montgomery and his grandson and heir Alexander, lord Lyle and with his brother Alexander Boyd of Drumcell; and in this bond, Boyd promised to support Kennedy while

118. Political bonds 16. This again reinforces the idea that some of the signatories on 19/20 April were forced to sign against their will, and that they then reacted against their agreement with Bothwell when free to do so; the names of Argyll and Morton, two of the parties to the bond of 1 May, both appear in the Ainslie's Tavern bond.

119. See Appendix C.

120. Another exception really proves the rule. In a letter of 19 October 1482, in the aftermath of the first of the two major crises of his reign, James III declared lord Darnley innocent of holding him against his will in Edinburgh castle; the letter included the statement that James 'charget and gaf licence to the said Lorde Darnley to sele and subscribe with his hand certane indenturis, ligis and bandis made be the remanent of the Lordis; the quhilk he causit him to sele and subscribe, to eschew that the Lordis suld tak na suspicioun again the saids Lord Darnley be refusing thereof....': Fraser, Lennox, ii, 121-3. For a detailed survey of this period of confusion, when the king had temporarily lost control, see N.A.T. Macdougall, 'James III: a political study, 1466-1488', (unpublished Ph.D. thesis, Glasgow 1968), chapter 4.

he had the keeping of the king's person - James III, then a minor. In February Kennedy and Alexander Boyd made a similar bond with Robert lord Fleming, which made it clear that both were associated in the keeping of the king.<sup>121</sup> In practice what happened was that lord Boyd, having already provided himself with allies, now joined forces with the Kennedy faction, and used this position to seize control both of the king and therefore of supreme power, which he held until 1469.<sup>122</sup>

Similarly Archibald earl of Angus seized power in the minority of James V by a mixture of sharp practice and alliance. The sharp practice was brilliantly simple; Angus, nominated as one of the first of the four groups of lords chosen to remain with the king for three month intervals, in the parliament of July 1525, simply refused to hand James over when the end of his period came.<sup>123</sup> In the previous month, he had taken the precaution of assuring himself of support by entering into a contract with the earls of Argyll and Lennox, in which the parties promised mutual assistance for one another in their own actions and causes, and also in maintaining and furthering the king's authority. In addition they made two unashamedly explicit statements of their intentions, promising to help each other to obtain offices and possessions, and also promising that if

121. Political bonds 1 and 2.

122. A further bond of friendship was made by Boyd, to reinforce his position, with seven others, including the bishops of Aberdeen and Glasgow and the earl of Argyll, on 25 April 1468. This referred to the maintaining of royal authority and administering of justice, but more pointedly, to the promise of assistance and support of Boyd by the other signatories: Political bonds 3. A year later, it was of no help to him. See Macdougall, 'James III', chapter 1: 'The Ascendancy of the Boyds, 1466-69'.

123. APS, ii, 294.

any one of them was engaged in furthering the king's authority, the others would help for as long as was necessary.<sup>124</sup> In 1526 Angus received a number of local bonds of support, including one from George lord Home, made both to him and to Lennox, and promising service in maintaining royal authority.<sup>125</sup> But Angus was in fact able to dispense with the agreement with the other magnates, even although this stirred up a powerful coalition against him. Even before his seizure of the king, a number of magnates, led by the earls of Arran, Moray, Eglinton and Cassillis, along with the archbishop of Glasgow, had drawn up a bond, on 7 February 1525, lamenting the great disorders of the time and assuring the crown of their loyalty and support; and to this group was added Argyll and Lennox in the summer of 1526. Yet control of the king's person, to obtain which Angus, like the Boyds, had made alliances which he broke when he had succeeded, was enough to assure his power until 1528 when the king escaped.<sup>126</sup>

How far did political bonds differ from bonds of manrent and maintenance? It is possible to see them, in one sense, as two sides of the same coin, in that the distinction between bonds made for local purposes and those made for political reasons is simply a matter of the sphere of action, and that this distinction is rendered less real because both kinds of bonds involved the same people and their followers; for a man who made a bond of manrent promised to serve his lord in all his affairs, and these would include his lord's political activities. One bond made for a political purpose, for example, was an agreement made by various Gordons and a number of families dependant on the earls of Huntly, the Grants, Mackintoshes, Leslie and others, in 1568, in which the

124. Political bonds 5.

125. Angus 5.

126. Political bonds 4; Donaldson, James V-VII, 39-40.



signatories, 'understanding the queens majestie to be our lawfull soveraigne, and that there is diverse and sundrie in this realme who usurps and rebelle against her majestie, under certayn culloure and pretences, neyther haveing respect to God nor obedience to theyr princess before theyr eyes', promised to maintain and defend the queen, and to give their assistance and support to her lieutenant in the north, the earl of Huntly.<sup>127</sup> Here, service to the local magnate and service to a lord acting in his political capacity came together.

Moreover, some bonds of manrent and maintenance were themselves mainly or wholly political. In the 1540s and 1550s, the two principal contenders for power during the minority of Mary, James earl of Arran and Mary of Guise, both made bonds fairly extensively. Some of those made to Arran come into the category of bonds which were made to Arran as a local magnate; but some, particularly those made by the earls of Bothwell, Erroll, Glencairn and Angus, and by John Wemyss of that ilk, whose bond was made only for the duration of the queen's minority, were given, and presumably sought, for the political purpose of building up support for Arran as regent.<sup>128</sup> Likewise the bonds made to Mary of Guise and bonds of maintenance given by her are undoubtedly political bonds. Most were made in the 1540s, and one may assume that the intention here was to ensure for herself a sufficient following to enable her to exercise some control of affairs even without formal office, which came only in 1554 when she ousted Arran from the regency.<sup>129</sup>

Similarly, bonds were on occasion made between individual nobles for exactly the same purpose as some bonds of manrent, namely, to end dispute; the only difference was that the dispute was political. There

127. Political bonds 22.

128. Hamilton 15, 16, 17, 18 and 11.

129. See Appendix A: Royal bonds.

exists, for example, an undated bond of friendship made by James earl of Morton to Colin earl of Argyll, written in terms which clearly suggest a reconciliation. Almost certainly it was made after Morton's fall from power in March 1578, in the coup d'etat led by Argyll and Atholl. Indeed, it was probably given after Morton had succeeded in regaining a certain amount of influence in the summer of 1578, without actually getting back his office of regent and complete political dominance; in these circumstances, an agreement between the leaders of two rival factions was sensible and likely enough.<sup>130</sup> Morton's bond was made for life. This lifelong friendship, however, lasted for only three years. On 1 June 1581, he was sentenced to death for his part in the murder of Darnley; and Colin earl of Argyll was among those who sentenced him.<sup>131</sup>

Even allowing for the fact that there was an element of compulsion in any bond made to end dispute which might militate against its being observed, it is still the case that the Morton-Argyll bond indicates something which was a feature of political bonds, but not of bonds of manrent and maintenance. The third characteristic of political bonds was their ephemeral nature; and in this lies the real distinction. Although it did not always happen, the intention behind bonds of manrent was that they should

130. Contracts of friendship 67. In Argyll Transcripts, vii, 11, this bond is dated, without explanation, 1576. This is unlikely; Morton is not styled regent, and Argyll and Morton are known to have been on bad terms from 1574 until Morton's fall in 1578. The bond may have been made in May 1578, when the young James VI, no doubt enjoying his part in the affair, brought about a reluctant and short-lived reconciliation between Morton, Argyll and his ally Atholl: Moysis, *Memoirs*, 7-8; *Historie of James the Sext*, 166. More probably, it was made at the same time as another bond of friendship made between Argyll and John earl of Mar, an adherent of Morton's, in November 1578: Contracts of friendship 66. According to Moysis, there was a more general and temporarily more successful reconciliation of the opposing factions in November 1578: *Memoirs*, 20; and although Moysis is not the most reliable of sources, the date of the Mar bond provides some confirmation of this part of his account.

131. Pitcairn, *Trials*, i, part II, 114-6.

last for life. There was no such intention in the making of political bonds, which were quite consciously short-term agreements - though perhaps not quite so short-term as lord Boyd and Angus made them - designed to meet a particular situation. Thus, for example, the earl of Huntly in 1568 drew support from those who were bound to serve him for life in his particular enterprise on behalf of the queen; he did not regard himself as similarly bound to those who were, for the moment, his allies in this affair. This does not, however, provide support for the older view that the Scottish magnates were lawless and self-seeking. Some were; but there is no need to assume that this was true of all of them. If there was not such rapid change in political events then as now, there was nonetheless change; and the art of politics was the art of coping with an immediate situation, sometimes turning it to personal gain, but very often trying to deal with it in a way which was politically responsible, and using the acceptable method of the personal alliance to do so.<sup>132</sup>

These political bonds raise a point which is of considerable importance in the assessment of bonds of manrent. The writers of the seventeenth to the nineteenth centuries who condemned them did so largely on the grounds that they were a threat to the government, which sought to suppress them.<sup>133</sup> But in fact not only was government action against bonding exceedingly rare, but when it came it was invariably directed against political bonding; and indeed the most wholesale condemnation was made by a minority government, which in effect amounted to the political faction in control telling its opponents not to make bonds. This is a very

132. For example, as Professor Donaldson points out, 'the signatories (of the Ainslie's Tavern bond) may have seen the proposed marriage as a means of bringing about the ruin of both Bothwell and the queen, but some of them may have been genuinely convinced that Bothwell was the strong man who could restore the situation': James V-VII, 128.

133. See above, pp. 6-10.

different matter from the crown, as older historians would have it, reacting strongly against the making of bonds.

The crown on two occasions did react. The first of these is a matter for doubt and speculation. Probably the best-known of all Scottish bonds is a bond which does not now exist, that made by William eighth earl of Douglas with the earls of Crawford and Ross, which was the cause of his murder by James II in February 1452. It seems fairly certain that the bond was indeed the cause; even if one discounts the long and dramatic account of Pitscottie, who invented a tutor of Bombie who was killed by the Douglasses, in order to present them in the incontrovertible role of overmighty subjects, there remains the fifteenth century Chronicle of Auchinlek, which describes the murder much more succinctly but essentially in the same terms.<sup>134</sup> But powerful though the Douglasses were, there is no clear evidence that before 1452 they had challenged the crown; such evidence as there is suggests rather that James attempted to pursue a policy of reducing the Douglas power because it was a potential threat.<sup>135</sup> James appears in a somewhat sinister light in the Chronicle of Auchinlek,

134. Pitscottie, Historie, i, 88-94; Asloan Manuscript, i, 239-41. In Pitscottie's account, James demanded that Douglas break 'sic bandis leigis and societe that is nocht wount to be within any realme under any prince his autorite and command', but Douglas in his refusal referred only to one bond; and only one is mentioned in the Chronicle of Auchinlek. The version in Pitscottie is evidence of his greater ability to characterise and dramatise; but it seems that the dispute arose over one bond, not several.

135. The fullest account of James II's dealings with the Douglasses is in A.I. Dunlop, Bishop Kennedy, 104-56. Dr. Dunlop regards the Douglasses as an undoubted threat; the section covering the murder is entitled 'The Menace of William, earl of Douglas'. But what the evidence provides is a certain amount of information about James' attempts to weaken the Douglasses before 1452 rather than the reverse; and a different interpretation is possible.

which describes the assurance sent by the king to Douglas before he came to Stirling, and goes on to say that all the lords who were with the king swore to keep the assurance, and 'war oblist suppose the king wald brek the band forsaide that thai suld let it at thair powere'. It is not clear whether this was done because the lords feared what was about to happen, or whether James himself requested it because he feared his ability to keep his temper - as indeed events showed he could not. But in the absence of both the bond and sufficient evidence about when it was made or why, whether for example it was a bond of friendship or a political bond which did indeed threaten the crown directly, a question-mark must remain. One can add, however, that a king who murdered the most powerful earl in Scotland with impunity hardly fits into the traditional picture of a monarchy overawed by its greatest subjects, made even more uncontrollable by their vicious practice of bonding.

It is also possible to be rather more positive about what James thought in general about the making of bonds; for he himself was the only Scottish king known to have entered into the normally non-royal practice of making individual bonds.<sup>136</sup> On 8 March 1455 he gave a bond of maintenance, under the privy seal, to James Tweedie of Drumelzier, in return for Tweedie's special manrent and service for life.<sup>137</sup> This bond, written

136. One other king did so once, but in entirely exceptional circumstances and in a unique fashion. In the parliament of March 1483 an indenture was made between James III and his brother Alexander duke of Albany, designed to settle the troubles of the previous year. In return for James' assurance of his love and favour, Albany revoked all bonds and agreements with the English king and any others, English and Scots, made in opposition to James, and promised manrent and loyalty to James; but this token of brotherly love was to be demonstrated in practice only at a distance of six miles: APS, xii, 31-3.

137. Royal bonds 2. The document is dated only by the regnal year; and the king and James Tweedie could possibly be James V and the Tweedie of Drumelzier of that reign. But the language and the circumstances both suggest that the bond was made by James II.

in standard terms, and made to a laird whose lands lay in southern Scotland, undoubtedly has a connection with the build-up to James' final onslaught on the Douglasses, which ended with their defeat at Arkinholm on 1 May 1455; and although Tweedie was a reasonably important laird, it is extremely unlikely that he was singled out as the only one with whom James made such a bond. And, indeed, having killed one Douglas earl because of his bond, he then forced his successor to make another. In the first of the agreements between the king and James ninth earl of Douglas, in the 'Appoyntement' of 28 August 1452, Douglas promised to revoke 'all legis and bandis if ony has been made be me in any tyme bygane contrare to our said soveraigne lord, and bindis and oblies me that I sall mak na band na ligg intymecuming quhilk sall be contrar till his hienes'.<sup>138</sup> The careful reservation is perhaps of some relevance in considering James' attitude, although the reason for it was no doubt to safeguard Douglas. But on 16 January 1453 there was a second agreement, which included a bond by the earl. Douglas reiterated his obligation of August, and promised, in return for the restoration of the earldom of Wigtown and lands of Stewarton, that he would give warrent and service.<sup>139</sup> It is perhaps rather ironic that the two bonds of warrent and maintenance in which a king was directly involved should both have had connections with the murder of the earl of Douglas who would not break his bond. Certainly these bonds make it clear that whatever James' objection to the Douglas bond, it was an objection which related to that particular bond, and not to the making of

138. NLS, Advocates' Library, 34.3.11, 19-20.

139. Royal bonds 1; this is known from a copy in Appendix X of The Additional Case of Elisabeth, claiming the Title and Dignity of Countess of Sutherland, (Sutherland Case, 1771). It is wrongly dated 1402 and described as a bond made to Robert III; there was no earl James in 1402, and the terms of this bond exactly fit with the known agreement of 16 January 1453. The bond opens with the statement 'thir my lettres written with my hand', and refers to the king's 'lettres written with his hand', which if true is interesting evidence of literacy; but in the absence of the original, it is impossible to be certain.

bonds as a whole.

The other king who reacted was James V; and this was a straightforward reaction not against the practice of bonding, but against the earl of Angus. In 1528, having lost power, the earl fled to England; and James sent a string of complaints about him to Henry VIII on 13 July 1528, the third of which claimed that he had 'applied all the commodities of the realm to his own use; as chancellor and warden of the East and Middle Marches, caused diverse raids to be made upon the broken men of this realm, using the King's authority, not against them, but against the barons that would not enter into band of manrent with him, to make him more powerful than the Crown'.<sup>140</sup> It was entirely understandable that James should condemn the attempts of an earl whom, with good reason, he hated, to build up a following, when the purpose in doing so was to enhance Angus' chances of controlling the government. It did not, however, amount to a general condemnation of the practice of bonding; it was merely one of many grievances against Angus.

A further illustration of the fact that the Scottish crown did not fear and dislike bonds as a general principle, but rather treated each case on its merits, is provided by James VI. He himself subscribed to two political bonds in 1592. One dealt with the threat from the earl of Bothwell and his accomplices, the other with the northern earls in the aftermath of the murder of Moray, and both referred to the threat from Jesuits, seminary priests and practising papists. James' problems in this year were considerable; he maintained his policy of determined inactivity after the murder of Moray in the teeth of considerable pressure from the Kirk and Moray's supporters. And it seems that he found the political bond an exceedingly useful device. Indeed, the bond which was concerned with

140. Letters and Papers, Henry VIII, iv, part ii, no. 4505.

Bothwell seems to be a draft drawn up by James himself, and may never have been signed by any of the nobility; it was a step taken by the king to say the right things to one political and religious party, and attract its support.<sup>141</sup> In the other bond, James was able to put his name to what were, for the presbyterians, unexceptionable sentiments, and for Moray's followers, the desired reaction, namely, to castigate the northern earls. But what the king did not do was to give assurances that he himself would take action; and this bond appears as a sop to Huntly's opponents, used to alleviate their pressure on him by acknowledging their grievance and no doubt thereby raising hopes of royal intervention.<sup>142</sup>

There were, however, two general condemnations of bonding, made during the minority of Mary; but again, both were the product of particular circumstances and political faction. In 1545, Hugh master of Eglinton and others unnamed made a bond to James earl of Arran, in which they promised to act to prevent Mary's marriage to an English or any other foreign prince, to keep Scotland free of foreign interference, and to help Arran to bring about the marriage of Mary to his own son.<sup>143</sup> The first part of this, at

141. The Warrander Papers, ed. A.I. Dunlop, (SHS, 1931-2), II, 174-7; this document is described as 'Cope of a band dyted to me by his Majesties self', and the editor suggests that 'me' refers to Maitland of Thirlstane, the chancellor. This bond does not come into the category of the political bonds of the magnates; it is an interesting and unusual example of a king resorting to a practice of the magnates which offered political advantage.

142. Political bonds 32.

143. Political bonds 8; space is left in the document for two or three names.



least as far as the English prince was concerned, was acceptable enough; the second was not, and the reaction duly came. In the privy council which met on 11 June 1546, Arran, in presence of Mary of Guise and the lords of council, 'dischargit the contract and band maid to him be quhatsomevir noble men of the realme, anentis our Soverane Ladyis meriage, and sail distroy the samyn'; and he and Mary then proceeded to improve on this by discharging all bonds made to either of them, citing the 'auld act of parliement', which was presumably that of James I in 1425.<sup>144</sup> The real point of this was of course the bond anent the marriage; the rest meant nothing,<sup>145</sup> and both Arran and Mary of Guise continued to make bonds without the least hesitation.

It was, almost certainly, the political rivalry between the same two people, and the awareness of the advantages of making bonds to build up political support, which produced the comprehensive act of 1555 which forbade the whole practice of bonding, in the burghs or in the country, stating that:

'all liggis maid in tymes bygane be null & of nane avale  
And all bandis of manrent and maintenance in lykewyse be  
null & of nane avale except heretabill bandis gevin of  
befoir or gevin for asythment of slaughters in tyme bygane'.<sup>146</sup>

Mary of Guise had eventually succeeded in taking over the regency in April 1554; and whereas Arran as regent had had to contend with both Beaton and

144. RPC, i, 27. The act of 1425 is in APS, ii, 7; see above, p.145.

145. So little, in fact, that in November of that year, when Neil Montgomery of Langshaw and Marion Seton, dowager countess of Eglinton, came before the privy council to settle their differences, their agreement included Neil's binding himself 'in band of manrent': RPC, i, 48-51; see above, p.248.

146. APS, ii, 495-6.

Mary as powerful political forces, he now seems to have lost any real place in political affairs. The act was passed in what was effectively Mary's first parliament as regent;<sup>147</sup> and it seems very likely that she took the first opportunity which offered itself to remove, or attempt to remove, from Arran or indeed any other potential rival who might challenge her supremacy, this particular means of mounting such a challenge. Thus bonds of manrent and maintenance were included as well as 'liggis', which presumably referred to bonds which were purely political in intent; for Arran had given and received bonds of maintenance and manrent for political purposes. Like the privy-council agreement, the act was a dead letter. There was never any attempt made to enforce it, nor is there evidence that it was regarded as a long-term, viable or even desirable measure.<sup>148</sup> The only person noticeably affected was Arran, who had made bonds up until 1554, but made no further bond until 1560; but Mary of Guise herself did, in 1557.<sup>149</sup> This act, like the other moves against bonding, simply does not support the traditional view. Particular reactions in a political context, against the bonds made by one political faction, cannot be equated with a theory that the crown or the government in the name of the crown felt at all times threatened by the widespread practice of making bonds.

147. The parliament of April 1554 had been concerned with the transference of the regency, and the making of a lengthy bond between Mary and Arran, by which the new regent promised that the old should not suffer financial loss as a result of his term of office: APS, II, 600-4.

148. See above, pp. 255-6.

149. Royal bonds 20 and 21.

## CHAPTER EIGHT

### CONCLUSION: KINGS, LORDS AND BONDS

This thesis began by questioning the long-accepted generalisation that bonds of manrent were one of the principal causes of the disorder of late-mediaeval society. This theory, briefly stated though it was, fitted well into the older school of thought about society in England and other countries in north-west Europe. But that was overturned a generation ago; and while popular literature on, for example, Mary queen of Scots still reiterates the old shibboleths about overmighty magnates and lawless society, serious work on Scotland in the fifteenth and sixteenth centuries has begun to question these ideas, and to present a more sophisticated and balanced view. There was, therefore, good reason to consider in much more detail than before this particular feature of Scottish society which was singled out for condemnation. Having done so, perhaps the only firm conclusion which emerges is that the traditional generalisation is not acceptable. The making of bonds over a period of a century and a half was not a simple matter, nor did it have a single effect, either good or bad.

Some of the preconceived ideas associated with the late-mediaeval contract between lord and man turn out to be at least not proven, and probably not important issues at all in terms of the Scottish bond. The question of interference with the course of justice has been dealt with at length; and it is easier to demonstrate the positive qualities of bonding,

its use in preventing feud, than its use in overawing the courts and interfering with justice. Bonds of manrent did not create a situation; they had a place in a much older method of dealing with crime and civil dispute, and their relevance in the courts was comparatively slight. The condemnation of bonding in this field arose, in fact, from an anachronistic approach to the subject, based on the idea that impartial justice in the courts was the only method consonant with an ordered society. Likewise the idea of magnates using their dependants to influence deliberations and decisions in parliament, which is much more relevant to England, does not arise in Scotland. This has already been discussed in the context of the burghs; and the same conclusion, that there is no evidence to suggest widespread magnate control, is true of the lairds who, like the representatives of the smaller burghs, showed little interest in coming to parliament, and did not begin to attend with any regularity until after the act of 1587 which introduced shire commissioners.<sup>1</sup> Even on one of the very few occasions before that date when they turned up in force, the Reformation parliament of 1560, there is no indication of magnate control. There were lairds present who were dependant on the Catholic earl of Huntly, who may have been persuaded to support his point of view. But we do not know whether the house of Huntly did anything to defend the old order, although as it was represented not by the earl but by his son and heir, the assumption is that it did not; and therefore even on a matter as important as this, there are no grounds for asserting that magnate

1. APS, iii, 509-10; Donaldson, James V-VII, 278-80.

influence was directly used.<sup>2</sup> Nor is there clear evidence of a direct link between the making of bonds and magnates increasing their authority by obtaining local offices for their followers. There were occasions when men who made bonds did receive office in consequence.<sup>3</sup> But on the whole, it seems that the reverse was the case. As bonds were not made primarily for the tangible rewards of land or money, so they were not made primarily to obtain office. Lords sought bonds not from those who wanted to improve their local wealth and standing, but from those who already had both, and who were therefore people over whom he wanted influence and control.<sup>4</sup>

2. APS, 11, 525-6.

3. For example, Gilbert Kennedy of Bargany was promised the office of sheriff-depute of Wigton in 1465 in return for his obligation to make a bond of manrent to Gilbert lord Kennedy and his son and heir John: Ailes 8. And in 1452 Archibald Douglas of Cavers, sheriff of Roxburgh, was given the keepership of Hermitage castle and bailliery of Liddisdale by George earl of Angus, to whom he had promised service: Angus 1. This latter case, however, suggests rather the lord making a good offer to obtain the service of a prominent local laird.

4. This point can be illustrated by comparing the list of men who made bonds of manrent to the earls of Huntly and Erroll with the list of sheriffs-depute, in Records of the Sheriff Court of Aberdeenshire, (New Spalding Club, 1904), 1, 430-63. Thus William master of Erroll had a bond of manrent from Alexander Bannerman of Waterton in 1504 during Bannerman's period of office as sheriff: Erroll 15. The families of Irvine of Drum and Dudny of that ilk were bound to the earls of Erroll, and the Leslies of Wardes and Balquhain to the earls of Huntly; and all at one time or another produced sheriffs-depute, and in the last case a sheriff principal. But only once did the making of a bond and the acquisition of office coincide, and even here the office came before the bond; on 26 April 1541 John Leslie of Syde became sheriff-depute, and on 31 July he made a bond of manrent to Huntly: Gordon 32. And the earls of Huntly also received bonds from the Dunbars of Cumnock, sheriffs of Moray: Gordon 39 and 64.

These are particular aspects of the traditional criticism of bonding. The much more substantial and general criticism is that bonds were used as a weapon against the authority of the crown. But here again detailed examination of bonding does not support this theory. Direct evidence of what the kings of the fifteenth and sixteenth centuries themselves thought is slight; and apart from the few occasions when the king or the government in his name reacted against the political bonds or private bonds used for political purposes by an individual or faction, on balance what evidence there is shows approval and even encouragement. In 1501 James IV, for example, directed Alexander earl of Huntly 'to ressave in our soverane lordis name bandis and obliissingis of erlis, lordis, baronis and hed kynnisemen within his realme on the north partyis of the Month, after the tennour and effect of the writingis gevin to him thairuppoun; and, gif neid be, in our soverane lordis name and auctorite to compell thaim thairto'.<sup>5</sup> It is, of course, by no means certain that these 'bandis and obliissingis' were bonds of manrent. But they were presumably bonds promising service to Huntly as the representative of the king in the north; and the significant point is that James seems to have been far more aware of the advantages of encouraging or even forcing men of local influence and position to bind themselves to Huntly than he was of the potential disadvantage, that Huntly might use his following in defiance of the crown.

5. RSS, i, no. 722.

Moreover, in contrast to the traditional idea, the government never questioned the use of bonds as a means of settling disputes. Even the 1555 Act gave at least limited recognition to the value of bonding in this respect; and in the second half of the sixteenth century both the privy council and, in 1585 and 1592, the king himself approved the making of bonds for this purpose.<sup>6</sup> Indeed James VI did more than approve; in the first case, a matter of civil dispute, he directed that a bond of manrent should be made, and in the second, a case of murder, he secured parliamentary ratification for the bond because it would keep the parties in the case 'in perpetuall quietnes in all tyme cuming', which was 'ane necessar and guid cause'. That as late as 1592 this was the attitude of a king who was undoubtedly concerned with the problem of ensuring that justice was done to his subjects, who showed a certain unease about heritable jurisdictions and wanted to strengthen royal justice, again suggests an awareness in the sixteenth century of advantages in bonding which were later denied.

Even political bonds might have something to be said for them as far as the crown was concerned. James VI certainly thought so; in the difficult circumstances of 1592, he found them useful.<sup>7</sup> And there can be little doubt about his reaction to the immensely long bond drawn up in 1599 by a large number of the Scottish nobility, which opened with a lengthy preamble setting out the political theory of the duty of

6. RPC, i, 48-51; 261-3. The Lea Charters, 55-6. APS, iii, 624-5.

7. See above, pp. 347-8.

subjects to kings ordained by God which must have delighted him, and went on to explain his right to the English throne and to promise their support in ensuring that he got it.<sup>8</sup> And the use of the General Band on the borders and in the highlands shows the government itself making political capital out of what was in essence the commonplace practice of making private and individual agreements; for the General Band made use of the principle which was the basis of the personal bond, the promise of service and obedience to a lord, and turned it to wider account.<sup>9</sup> As there was no dichotomy between the magnates who received bonds of manrent and the magnates who were involved in government - a point which is obvious enough, but needs to be stressed - it is not surprising that in parliament or council they thought of the use of bonding in disputes or the General Band as practical and sensible measures; they were only translating into national terms what they found useful in their localities. And clearly the king was of the same mind as the magnates, and not a solitary figure in the isolation of resistance to an anarchic practice by which lawless lords and their dependants flouted his authority.

The evidence of the bonds therefore suggests an interpretation different from the traditional view of the attitude of the crown. This is reinforced by a more general point. Even James VI, who introduced to Scotland the political theory of divine right of kings, did so as an answer to the claims of the extreme presbyterians who denied the king

8. Political bonds 33.

9. For discussion of the General Band and its origins, see Rae, Administration of the Scottish Frontier, 116-9.



any control over the church, and not as a means of weakening the nobility. In his relations with his nobility, he did not attempt to put theory into practice; that fatal mistake was made not by James but by his son. James himself followed the traditional line of co-operation with his magnates, treating them, as his predecessors had done, as parties to a contract in which both sides had rights and mutual responsibilities.<sup>10</sup> This was, in essence, exactly the same concept, raised to the realm of national affairs, as was expressed in every local bond of maintenance and manrent. Why then should the king not be of the same mind as his greatest subjects on the question of local bonds, when he and they, in their different spheres of control and authority, were doing the same thing.

This makes much more sense than the older view. Using the local connections and influence of a magnate was, after all, a very practical way of getting things done. Even a former trouble-maker like Archibald earl of Angus, who had seized power in the minority of James V, might use his local influence in a much more desirable way. After his return from exile in England in 1542, he began by favouring friendship with England, but by 1544 had rejected this policy. Thus he was an obvious man to appoint as lieutenant in the south to meet the threat of English invasion; and on 21 December he agreed his conditions of service with the governor and council. This agreement strongly reflects the idea of achievement through personal alliance; the council did even more than Angus requested in making other noblemen in the south

10. This theme is developed more fully in J.M. Brown, 'Scottish Politics, 1567-1625', in The Reign of James VI and I, ed. A.G.R. Smith, (London, 1973).

responsible to him, and punishable by him.<sup>11</sup> Angus was a magnate unusually deficient in consideration of national interest; the most influential factor in producing his change of heart was the threat to his own lands in the south once Henry VIII had embarked on his policy of the 'Rough Wooing'.<sup>12</sup> But what mattered was not that his actions were dictated by self-interest, but that the government could benefit from his self-interest and use for its purposes a man whose influence and power made him an effective force; and Angus did in fact defeat an English army at Ancrum early in 1545.

If this was true of a magnate like Angus, it suggests that far more weight should be given to the general point that the crown regarded the local influence of its greatest subjects as a force to be encouraged. James IV did so formally in his direction to Huntly in 1501 to make bonds; and it is very likely that the fact that two of the largest collections of bonds now extant are those made to the earls of Huntly and Argyll is not simply a matter of accident of survival. The families of Gordon and Campbell achieved the rank of earl in the reign of James II, as part of the process by which new men were raised to fill the gap left by the onslaught by James I on the Stewart magnates and James II on the Douglasses. By these elevations and by further recognising the pre-eminent position of these families by making them royal lieutenants in the north-east and the west, the crown gained immeasurably. Both families pursued a policy of almost unbroken service

11. Fraser, Douglas, iii, 237-9.

12. Pitcottie, Historie, ii, 34-6, describes Angus rushing off to Arran at the news of the English approach, accusing him of sloth and ineptitude in government, and asserting that even if the governor would lose the whole realm, he would not lose his heritage. The words may not be accurate, but the idea contained in them makes very good sense.

to the crown from the mid-fifteenth century to the end of the sixteenth; it was interrupted only by Argyll in 1488 when, having been summarily deprived of his office of chancellor by James III in February of that year, he was among the rebel army at Sauchieburn in June, and by the earls of Huntly after 1560, when a combination of religious motives and two challenges to their local control by the earls of Moray provoked them into rebellion in 1562 and defiance of the crown in the late 1580s and early 1590s. Undoubtedly royal favour brought rewards to the magnates, both directly in the form of royal grants and indirectly in the fact that they were encouraged to strengthen their position in their localities. An obvious way of doing this was to bring prominent local families under their control by making bonds with them; and these two families are outstanding examples of the success of this policy.

The attitude of the crown to magnate control of the localities is inextricably linked with the attitude of the magnates to the crown; and the fact that the crown regarded magnate influence as useful is itself an indication of the flaw in the idea that such influence was used against royal authority. It is a grotesque oversimplification to think of the Scottish nobility as 'one of the most lawless and difficult in Europe'.<sup>13</sup> On the basis of their bonds and personal alliances, it can be demonstrated that some individual nobles did fit this description, but the majority did not; and, far more than has been appreciated, magnate power and service and loyalty to the crown were not opposing forces. Most magnates were well aware that in co-operation with the crown, not hostility to it, lay their best hopes of advancement

13. This phrase, one of many which could be cited on the same theme, is used by A.G.R. Smith in his introduction to The Reign of James VI and I, 1, commenting on the general account by Willson, James VI and I, 1-158.

and enrichment; the Scottish nobles of the fifteenth century, for example, were in general far less willing to chance their arm in rebellion than their English counterparts, some of whom were amazingly ready to take the risk which so seldom paid off. One can apply to the Scottish magnates the brilliant summing-up of K.B. McFarlane, writing to counteract the older view of the lawless English nobility in a way which, unlike the older view, rings true. Arguing that 'the baronage favoured a strong monarchy rather than a weak', he goes on:

'Some of their number were always no doubt as vain and foolish as some kings, because like them they were products of primogeniture. But some were as wise as the wisest of kings; and they might hope to lead or influence their fellows. The baronage as a whole had something which a succession of individual kings might lack, balance. It contained all sorts of men, together they made up something like an average. They possessed corporate traditions as well as a sense of their own interests. Their rank forced them to be active; membership of the baronage was not then a sinecure; it imposed obligations. The vagaries of a personal monarchy were to some extent counterbalanced and corrected by the existence of a class of hereditary councillors - who preserved the means to impose their will, but only if they could carry the people with them. Such a policy may seem to some unworkable, or merely clumsy, but was it more so than the only practical alternative: a personal monarchy unchecked and therefore absolute?'<sup>14</sup>

If there is always a danger in writing about 'the baronage' precisely because 'it contained all sorts of men', yet the average suggested here is so much more believable than the older view, which stereotyped the magnates into a composite self-seeking, violent and defiant figure. The assertion that the baronage wanted a strong king is entirely at odds with the concept of this stereotyped figure; yet the compliment paid to James II in the parliament of 1458, which

14. McFarlane, English Nobility, xxxi-ii.

recorded what, as it happened, was a final tribute that:

'sen god of his he grace has send our soverane lord  
sik progress and prosperite that all his rebellys and  
brekaris of his justice ar removit out of his realme  
and ne maisterfull party remanende that may cause ony  
breking in his realme sa that his hienes be inclynit in  
himself and his ministeris to the quiet and commune  
profett of the realme and justice to be kepit amangis  
his liegis....'<sup>15</sup>

shows the respect felt for a king who was strong even to the point of being unscrupulous. The question of the magnates' relationship with the crown undoubtedly requires reappraisal. One factor which has particularly bedevilled the problem of their social and political aspirations is that for forty years after the death of James V in 1542 there was no strong king, for apart from Mary's brief personal rule, this whole period was one of minority. This was the period also of unprecedented change in Scottish politics and society, brought about by the Reformation and the rejection of alliance with France in favour of friendship with England. The political involvement and power of the magnates in these circumstances was inevitably enhanced. Thus English observers, like the author of the 'State of the Commonwealth', thought their power in the state excessive. But the exceptional conditions which produced this situation are not evidence of a nobility which pursued a policy of defiance of the crown; and the successful reign of James VI which followed the long period when there was no royal control argues against the idea that they had such a policy.

The generalisation that bonds of manrent were part of such a policy, and were a threat to crown and ordered society, is demonstrably unsatisfactory. It is part of the traditional concept of the struggle

15. APS, 11, 52.

between king and nobles; and its fundamental defect is the assumption that each regarded it as desirable that the other should be weak, the king because he saw his role effectively in terms of modern state control, the magnates because they wanted power at the expense of the crown. But Scotland was not, in the fifteenth and sixteenth centuries, a modern state plagued by a group of powerful people who refused to conform. Kings did not think in terms of absolute monarchy, of government run from Edinburgh by officials who were only paid royal officials, but understood and, indeed, did not question the necessity of delegating authority to men with power and influence in their localities. The bonds which these men made, therefore, appear in a very different light. Analysis of them does not in itself provide grounds for a complete reassessment of the attitudes of the crown and the nobility to one another or to their place in the state. But it does show the need for reassessment, and indicates a much more positive and fruitful line of approach than the older view. What can no longer be sustained is the idea that bonds of manrent were a primary cause of disorder. They were, rather, the product of a certain kind of society.

A very different picture of one of the magnates who made bonds, and an example of a particular service to a lord are worth citing here because they are so far removed from the dreary world of the eternal power-struggle between crown and nobility. A welcome corrective to this concept comes from the account of the death of

George earl of Huntly in May 1576. This is in fact a splendid sixteenth-century ghost story, written to describe the fearful death of the earl and the supernatural happenings which followed it. But it opens with a remarkable picture of domestic life in Huntly castle. The earl, having parted from his relations the earl of Sutherland and his sister, who had stayed for the night, went out to hunt, slew three hares and a fox, and came home to dinner, where he objected furiously to the fact that no-one had provided him with a football. He gave half a merk to a servant and sent him off to buy one; meanwhile he dined with the laird of Grant, who had arrived in the company of his brother Adam Gordon; and while he was at dinner, he was occupied in discussing 'ane appointment', between the laird of Cowbardie and his mother, who was married to one of his followers, and Adam Gordon. After dinner, his football having been produced, he began the game - and at this point, never having been in better health, he collapsed dramatically and died shortly afterwards.<sup>16</sup> The entertainment, the receiving of guests, the discussion of business concerning his kinsmen and dependants, are all very far removed from the overmighty magnate, and give something of the flavour of the personal relationship of a lord with his men. Alliances between lords and their men are not normally thought of in the context of a game of football. Another corrective, with the same kind of flavour, is provided by a bond made by John earl of Atholl to James Menzies of that ilk, promising him land, and thanking him for his good service to himself and his father. The good service involved money spent in their support, and also 'the bigging of ane house of xxx fute lang xviii fute wyde....ffor ressavynge and mantenyng

16. Richard Bannatyne, Journal of the Transactions in Scotland, 1570-1573, (Edinburgh, 1806), 483-4.

of us our servants kin and freindis apone the landis of Innerquhaden  
in tyme of neid'.<sup>17</sup>

Bonds of maintenance and manrent must be seen in the context of society as it was. Certainly there were institutions of government and law. But Scotland was both a unified nation with a monarchy which undoubtedly commanded respect, and at the same time a country made up of local communities. For most people, it was the local community which mattered. Their problems were the immediate ones of maintaining good relations with their neighbours, of keeping themselves and their possessions secure, of making a living from their land. A feud might have the advantage of adding to their territory, or it might mean loss of land, if not life; and while men did feud, they were not so limited and barbaric in their outlook as to find a constant state of turmoil and violence desirable, if only for the economic consideration of the destruction of crops, and because they had the basic human instinct of self-preservation. Huntly's game of football has the value of being a reminder that they enjoyed life and were not simply two-dimensional figures acting out the single role of fighting and feuding with one another. At the head of the community was the magnate, the link between the national and the local situation, the man with the dual role 'to serf their king and defend there subiectis'.<sup>18</sup> What the majority of the

17. SRD, MacGregor Collection, (Menzies Writs), GD 50, sec. 186, bundle 6.

18. Asloan Manuscript, 1, 174.



'subiectis' were most conscious of was the second aspect of the magnate's responsibility, for he was powerful enough to offer effective protection. It was as the head of a kindred or as a lord, the man who gave good lordship and maintenance, that he was important in the locality; and it was because of the need for protection that kinship and lordship were still vitally necessary to Scottish society.

Into such a society bonds of manrent fit as both commonplace and important agreements. They were so commonplace that they rarely provoked comment.<sup>19</sup> They were so important that for some 150 years they were made in every part of the country. They brought together not only individual lairds and their lords, but whole groups of people; the lesser kin-groups and dependants of the lairds were brought into the orbit of the greater kindred of the lord. They were made to give the lord greater control and the laird and his following greater security. Their effects were complex and varied. Some bonds created a stable relationship, others were made in an unsuccessful attempt to do so. Some were forced, and therefore more easily broken; and the breaking of bonds, more than the making of them, could produce considerable disorder. Lords used their bonds for many different purposes; they gave protection and they enforced their will, they looked after the interests of their men and they also furthered their own. The

19. The only general comment on them was that of Thomas Craig, the academic lawyer writing his account of feudal law; and his comment was wholly favourable: Ius Feudale, 2.5.8 and 2.11.1. Other writers normally mentioned only specific instances of bonding, in favourable or unfavourable terms, according to their view of the parties concerned. Thus all bonds made to Cardinal Beaton were anathema to John Knox: History, i, 55, 71, 75; on the other hand, an agreement which included a promise to make a bond of manrent to the earl of Bothwell was described as a 'promise made in the presence of God', and Knox's approbation could hardly have been expressed more clearly: ibid, i, 70. His approval may have been heightened in this case by the fact that he acknowledged, apparently with some pride, the service of his forbears to the house of Hepburn: ibid, ii, 38.

effect and effectiveness of any individual contract depended on the personalities and motives of the men who made it. But this is only to underline the fact that the importance in local society of personal relationships can hardly be overstated; it is the key to the whole situation.

The general conclusion suggested by the surviving collection of bonds indicates that, unless contemporary ideas and standards are seriously ignored, they cannot be simply categorised as a threat to society. Scottish magnates and lairds of this period, like their contemporaries in England and Europe, felt the need to form large social groups within their localities, because the realities of their situation rendered the individual, the man without lord or friends, powerless; and it is irrelevant to suggest, as some later writers have done, that they should not have felt this. However idealistic it may sound, the fact remains that a society such as that of Scotland in the fifteenth and sixteenth centuries, which depended heavily on personal alliances, could hardly have maintained itself on the basis of the self-seeking cynicism which has too often been attributed to it. There was room for the ideal as well as the cynic; and the study of bonds shows the combination of both. The most succinct statement, within the context of local society, of why men made bonds, is found in a bond by Alexander Menzies of that ilk to John earl of Atholl. Alexander on behalf of his kin, friends and servants, promised to fortify, maintain and assist Atholl and his kin, friends and servants, and never to hold

in esteem, keep company with, nor give maintenance and counsel to any who were Atholl's enemies, but to regard them as his enemies as long as they were his lord's.<sup>20</sup> In the words of Marc Bloch, 'It is as though we were hearing, across the ages, the echoes of the most absolute of the formulas of commendation: Thy friends shall be my friends, thy enemies shall be my enemies'.<sup>21</sup> Practice no doubt fell short, and motives were very often mixed, but this nevertheless was the ideal which the making of bonds was designed to create; and it was neither automatically good, nor automatically bad, but completely necessary.

20. Atholl 3.

21. Bloch, Feudal Society, ii, 450.

## APPENDICES

The appendices give lists of bonds of manrent and maintenance, contracts of friendship and political bonds. Some of these come from private collections, and I would like to thank the owners not only for allowing me to examine their documents but also for their kindness to me when I visited their homes. I would also like to express my great appreciation of the help given to me by the Keeper of the Records and the staff of the Scottish Record Office. They have been unfailingly kind in giving me references and answering queries, and they have made my work there always a pleasure.

## APPENDIX A

### BONDS AND CONTRACTS OF MANRENT AND MAINTENANCE

This list of bonds and contracts of manrent and maintenance is arranged according to the principal families who received bonds of manrent. The large family collections are named according to modern archival usage; thus they appear under the modern title of the family: for example, Argyll, Gordon, Hamilton. The small collections, which do not come mainly from one family archive, appear under the name of the family or title at the time of the making of their bonds. The list does not include those bonds discussed in chapter four of this thesis, the fourteenth and early fifteenth century forerunners of the bond of manrent; it begins in 1442, the date of the first surviving bond which used the word 'manrent'. Bonds of manrent died out in the early seventeenth century; there are, however, a few included here made after 1603, the terminal date of this thesis, if they have been mentioned in the text, or if their exclusion would artificially interrupt a series of bonds made to a particular lord.

Each family group is numbered consecutively, but divided into two sections:

manrent and maintenance
lost bonds.

In the first section, unless the bond is known only from an abstract,

each entry gives:	date and place names of the parties type of contract standard <sup>1</sup> or general terms any clauses particular to the individual bond allegiance excepted to any other lord <sup>2</sup> reason given for making the bond, if stated duration of the bond, if stated reference
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1. That is, some or all of the standard terms described above, pp. 94-101.
2. Allegiance to the crown is not mentioned, because it was almost automatically included; its omission was extremely rare.

The second section, lost bonds, gives a list of contemporary references to bonds which have not survived. Many of these are known from the extant bonds, and in these cases the reference of the lost bond is that of the extant bond as numbered in this list. Others come from contracts which stated the intention to make individual bonds of maintenance and manrent. It is impossible to be certain that these bonds were indeed made; the contract itself may have been accepted as sufficient or, in some cases, the parties may have broken their agreement. But as the contracts themselves are promises of maintenance and manrent, to be given in the future, they are included here; it seems a reasonable presumption that most were followed up. The date is given in the following form: 1578, (26 November), that is, the year of the extant bond or other document from which the reference comes, and then its day and month in brackets, unless there is a statement that the lost bond was made on the same date, when the brackets are omitted. General references to old bonds made by the predecessors of the grantors are not included. But the list does include specific references to service, and to maintenance and protection, even if the word 'bond' does not appear in the surviving bond. Textual variation is such that the absence of the word 'bond' cannot be taken to mean the absence of the document; it is unlikely in the extreme that a lord would give a written promise of maintenance in return for only a verbal promise of service, and while the reverse is not perhaps quite so unlikely, it seems a safe assumption that in at least most cases a written bond was given.

The list of families is as follows:

Ailea	Johnston of that ilk
Angus	Kerr of Cesford
Argyll	Kerr of Fernihurst
Atholl	Kinnaird of that ilk
Boyd of Kilmarnock	Lennox
Breadalbane	Livingstone
Caithness	Macdonald of Dunivaig
Campbell of Barrichbyan	Macdonald lord of the Isles
Cawdor	Macdonald of Knockramsay
Crawford	Macean of Colla
Cunningham of Cunninghamhead	Macawin
Cunningham of Snaid	Mackintosh of Dunnachten
Douglas of Drumlanrig	Mar and Kellie
Douglas of Lochleven	Maule of Panmure
Drummond	Maxwell
Dundas of that ilk	Melville of Raith
Eglinton	Menteith
Elphinstone	Menzies
Erroll	Montrose
Fleming	Moray
Fotheringham	Morton
Fraser of Lovat	Ogilvy of that ilk
Glamis	Ogilvy of Airlie
Glencairn	Ogilvy of Cardell
Gordon	Ogilvy of Inchmartin
Grant of Frauchy	Oliphant
Gray of Kinfauns	Scott of Branxholme
Hamilton	Somerville
Hay of Yester	Stewart of Grandtully
Hepburn of Hailes	Stirling of Keir
Herries	Sutherland
Hume	Waus of Barnbarroch
Innes of that ilk	Wemyss of that ilk
Irvine of Drum	

There are also six other groups:

Royal bonds	Beaton
Archbishops of Glasgow:	Dunbar
	Hepburn
Bishops of Moray:	Beaton
Archbishops of St. Andrews:	Forman
	Hamilton
Bishops of Caithness:	Stewart
Abbots of Coupar Angus:	Campbell
	Bane





AILSAMANRENT AND MAINTENANCE

7 1628, 18 December. Castle Kennedy

John Ferguson of Kilkerran  
his heir

to John 6th s. Cassillis  
his heir

bond of manrent in standard terms; includes statement that if his heir refuses to renew the bond, he should be pursued with the extremity of law; also includes reservation that he may disobey without infamy if ordered to do anything 'that becomes not ane gud Christiane or the kingis gud sublett'; given because of long dependance of his house on the house of Cassillis.

GD 25/9/box 72.

LOST BONDS

8 1465, (15 September)

Gilbert lord Kennedy and s. and h. John  
Gilbert Kennedy of Bargany and heir

bonds of maintenance and manrent to be made, conform to the marriage contract of this date, by which John's s. and h. David will marry Bargany's daughter Marion. On receipt of bond of manrent, lord Kennedy will give Bargany £10 lands in fee, and John will make him sheriff-depute of Wigtown.

GD 25/1/91.

9 1535, (15 May)

Gilbert 3rd s. Cassillis  
his heirs

Archibald Macculloch of Dronthtag

bonds of maintenance and manrent, conform to decret of lords of council.

GD 25/1/333.

10 1540, (10 May)

Duncan Crawford of Carnlar  
for himself and Isabel Ferguson  
his wife  
their heirs

by Gilbert 3rd s. Cassillis

his heirs

bond of maintenance, conform to indenture between them agreeing to Isabel's succession to the lands of Duncan Ferguson of Kilkerran, her uncle.

GD 25/2/62.

11 1543, (30 August)

Hugh Campbell of Loudoun, sheriff  
of Ayr

by Gilbert 3rd s. Cassillis

bond of maintenance.

Ailes 4.

12 1546 (5 March)

William Kennedy of Craigneill  
bond of maintenance

by Gilbert 3rd s. Cassillis

Ailes 5.

AILSALOST BONDS

13 1546, (no day or month)

Gilbert 3rd s. Cassillis  
Robert Graham of Knockdolian  
their heirs

bonds of maintenance and manrent, conform to their  
contract by which Cassillis will pay Graham 400 merks  
or infeft him in land worth 40 merks per annum.

GD 25/1/546.

14 1563, (29 April)

James Kennedy of Ochterlour  
his heirs

to Gilbert 4th s. Cassillis

bond of manrent in perpetuity; to be given as result of  
decreet arbitral by Quintin Kennedy, abbot of Crossraguel  
and David Kennedy of Culzean, directing parties to fulfil  
their contract of 23 August 1562, by which Kennedy and his  
heirs should give manrent, and be allowed by Cassillis to  
enjoy their kindly rowmes, paying yearly the mails and  
ferms which he now pays.

GD 25/1/631.

15 1564, (1 March)

Gilbert 4th s. Cassillis

Matthew Campbell of Loudoun, sheriff of Ayr

bonds of maintenance and manrent, made by their fathers  
(Ailsa 4) to be kept, under their agreement in presence  
of the lords of council, made to end dispute between them.

RPC, i, 261-3.

16 1602, (8 April)

John Kennedy of Carlok  
bond of maintenance.

by John 5th s. Cassillis

Ailsa 6.

For other bonds of the earls of Cassillis, see:

Contracts of friendship 23, 63;

Political bonds 1, 2, 4, 6, 15, 20, 24, 27, 28, 33.

ANGUSMANRENT AND MAINTENANCE

1 1452, 24 May. Tantallon

George 4th s. Angus

Archibald Douglas of Cavers, sheriff of Roxburgh  
and s. and h. William

indenture of maintenance and manrent in general terms;  
Douglas to have keeping of Hermitage castle and bailliery  
of lands of Liddisdale.

Fraser, Douglas, iii, 78-9.

ANGUSMANRENT AND MAINTENANCE

- 2 1456, 16 April. Galashiels  
George Turnbull of Bedrule to George 4th s. Angus  
bond of manrent in standard terms; for life.  
SRQ, Miscellaneous Accessions, GD 1/479/2.<sup>3</sup>
- 3 1457, 23 May. Tantallon  
James lord Hamilton to George 4th s. Angus  
bond of manrent in general terms; allegiance excepted  
to queen Mary; for life.  
Hamilton Muniments, box 102.
- 4 1526, 19 May. Edinburgh  
James Ramsay of Cockpen to Archibald 6th s. Angus  
bond of manrent in standard terms; assistance to be given  
especially against James earl of Arran, George lord Hume  
and Andrew Kerr of Fernihurst; for life.  
Fraser, Douglas, iii, 224.
- 5 1526, - June. (no place)  
George lord Hume to Archibald 6th s. Angus  
and John s. Lennox  
bond of service in general terms, promising assistance in  
furthering royal authority and serving the commonweal.  
See Angus 4.  
Fraser, Douglas, iii, 225.
- 6 1526, 12 July. Edinburgh  
William Hamilton of Maknariaton to Archibald 6th s. Angus  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Fraser, Douglas, iii, 225-6.
- 7 1547, 2 November. Braxfield  
Thomas Weir of Blackwood to Archibald 6th s. Angus  
his kin, friends and servants  
bond of manrent in standard terms; allegiance excepted to  
his overlord; given for supply and help.  
Fraser, Douglas, iii, 241.
- 8 1574, 25 December. Dalkeith  
Andrew Rutherford of Hundalee to Archibald 8th s. Angus  
John Rutherford of Hunthill  
s. and h. John  
four other Rutherfords  
their kin and friends of their surname  
bond of manrent in standard terms; given because of long  
service of their predecessors to the earls of Angus and  
maintenance by them, now renewed by Angus.  
Fraser, Douglas, iii, 266-7.

3. This is the earliest extant bond which gives detailed terms.

ANGUSMANRENT AND MAINTENANCE

- 9 1574, 25 December. Dalkeith  
 Thomas Turnbull of Bedrule to Archibald 8th e. Angus  
 son Walter  
 three other Turnbills  
 their kin and friends of their surname  
 bond of manrent in standard terms; given because of  
 long service of their predecessors to the earls of  
 Angus and maintenance by them, now renewed by Angus;  
 text identical to that of Angus 8.  
 Fraser, Douglas, iii, 268.
- 10 1576, 20 and 21 November. Jedburgh  
 'Clanis of east Teviotdail'<sup>4</sup> to Archibald 8th e. Angus  
 Pringles, Hoppringles,  
 Youngs, Taits, Davidsons, Burns  
 their heirs  
 bond of manrent in standard terms; given because of the  
 great dangers they are subject to from foreign enemies  
 and evil subjects, and because Angus, a great nobleman of  
 ancient house, great lands and possessions and many friends  
 and servants, and now of age, is willing to protect us.  
 Fraser, Douglas, iii, 272-3.
- 11 1576, 23 November. Jedburgh  
 Gilbert Kerr of Prinsideloch to Archibald 8th e. Angus  
 s. and h. Andrew  
 their heirs, friends and servants  
 bond of manrent in standard terms; given for same reasons  
 as in Angus 10.  
 Fraser, Douglas, iii, 274.
- 12 1578, 27 May. Stirling  
 John Kennedy of Blairquhan to Archibald 8th e. Angus  
 bond of manrent in standard terms; given because Angus,  
 as chief and master to the Douglasses, has forgiven Kennedy  
 and his accomplices their attack on George, son of Adam  
 Douglas of Waterside; George, because of his injury, is  
 unable to serve Angus; and so Kennedy gives his bond of  
 manrent.  
 Fraser, Douglas, iii, 278-9.
- LOST BONDS
- 13 1470, (27 November)  
 Archibald 5th e. Angus  
 George Hume of Wedderburn and brother Patrick  
 bonds of maintenance and manrent, conform to their  
 indenture by which Angus agrees to maintain Humes in  
 their lands in the barony of Boncle, for which Humes will  
 pay 100 marks.  
 Fraser, Douglas, iii, 99-101.
4. This description is given in the endorsement.

ANGUSLOST BONDS

14 1526, (14 January)

Hugh lord Somerville

to Archibald 5th e. Angus

bond of manrent, to be given for 'sartan yeris', conform to bond by which Hugh promises this because Angus has discharged him of 1300 merks of unlaws, due for failure to appear before king's justice, and has promised to prevent anyone from claiming this, and to infest him with lands.

Fraser, Douglas, iii, 223-4.

15 1574, (25 December)

Rutherfords of Hundeele,  
Hunthill and others  
maintenance

by Archibald 8th e. Angus

Angus 8.

16 1574, (25 December)

Turnbull of Bedrule and others  
maintenance

by Archibald 8th e. Angus

Angus 9.

For other bonds of the earls of Angus, see:

Morton 5, 6; Hamilton 18;

Contracts of friendship 44, 48;

Political bonds 5, 6, 12, 33.

ARGYLLMANRENT AND MAINTENANCE

Most of the original bonds in this collection are in the charter-room at Inveraray castle, under the general reference Argyll MSS; some have no further reference than this, being found among a pile of documents on the table in the charter-room. Also given here are the bonds listed or transcribed in the volumes of Argyll Transcripts (hereafter AT) at Inveraray, the originals of which have not been found.

1 1477, 12 September.

John Scrimgeour of Glassary

by Colin 1st e. Argyll

bond of maintenance

AT, ii, 471 (mentioned).

2 1500

Huchon Rose of Kilravock

by Archibald 2nd e. Argyll

bond of maintenance

AT, iii, 1; Thames of Cawdor, 102-3 (mentioned).

ARGYLLMANRENT AND MAINTENANCE

- 3 1513, 27 May. Edinburgh  
Archibald 2nd e. Argyll  
John Kinross of Kippenross  
heirs of both  
indenture of maintenance and manrent in standard terms;  
in perpetuity.  
Argyll MSS. vol. 1/38.
- 4 1517, 30 August. Inveraray  
Colin Campbell of Glenorchy by Colin 3rd e. Argyll  
his heirs  
bond of maintenance.  
Taymouth Bk., 179-80.
- 5 1519, 14 July. Dunstaffnage  
Lauchlan Maclean of Duart to Colin 3rd e. Argyll  
Alexander Macleod of Dunvegan Archibald, master of  
and five others Argyll; heirs male.  
their heirs  
bond of manrent, homage and fealty in standard terms;  
given for old bonds of kindness and for singular profit,  
not from fear but by free will; in perpetuity.  
Argyll MSS. vol. 5/24.
- 6 1519, 8 August. Loch Spelve (Mull)  
Colin 3rd e. Argyll  
Alexander Macellan, captain of Clanranald  
his kin  
heirs of both  
notarial instrument recording contract of maintenance  
and manrent in standard terms; in perpetuity.  
Argyll MSS. vol. 5/26.
- 7 1520, 5 February. Kilmartin  
Alastair Macane Macalestair to Colin 3rd e. Argyll  
of Morar and Glengarry his heirs  
his heirs  
bond of manrent in standard terms; for their lives.  
Argyll MSS. vol. 5/28.
- 8 1521, 18 March. Inveraray  
Lauchlan Maclean of Duart to Colin 3rd e. Argyll  
Colin Campbell of Ardkinglas e. and h. Archibald  
Alan Stewart of Duror all Colin's heirs  
and seven others  
their heirs  
on behalf of all inhabitants of Argyll,  
Lorne, Knapdale, Kintyre, Breadalbane,  
Balquhidder, Lennox, Menteith, Strathearn  
bond of manrent in standard terms; given for bond of  
maintenance.  
SR0, Curle Collection, GD 111/IV/1.



ARGYLLMANRENT AND MAINTENANCE

- 16 1527, 15 August. Stirling Castle  
James Stewart, captain  
of Doune  
bond of maintenance.  
HMC, Sixth Report, Appendix, 671. (mentioned)  
by Colin 3rd e. Argyll
- 17 1527, (no day, month nor place)  
Hector Mackintosh, captain  
of Clanchatten  
bond of maintenance in general terms; given to maintain  
old bonds between their predecessors, and for Hector's  
bond of manrent.  
SR0, Mackintosh Muniments, GD 176/32 (copy).  
by Colin 3rd e. Argyll
- 18 1528, 17 August. Stirling  
James Stewart, brother of  
lord Avondale  
bond of maintenance in standard terms; given for bond  
of manrent; for all time.  
Moray Muniments, box 43.  
by Colin 3rd e. Argyll  
his kin, friends, etc.
- 19 1529, 31 July. Stirling  
John Campbell of Cawdor  
his heirs male  
bond of manrent in standard terms; in perpetuity.  
Argyll MSS. vol. 1/25.  
to Colin 3rd e. Argyll  
John's chief and brother  
his heirs
- 20 1530, 1 June. 'The Garwe'  
John Lamont of Inveryne  
his heirs, kin, friends and servants  
bond of manrent in standard terms; Argyll to settle  
any dispute between Lamont and his tenants in Glendaruel;  
in perpetuity.  
AT, iii, 240.  
to Archibald 4th e. Argyll  
his heirs
- 21 1531, (place, day and month left blank)  
Alan Stewart of Duror  
his heirs male  
bond of special manrent in standard terms; given  
for land; in perpetuity.  
Argyll MSS. vol. 1/45.  
to Archibald 4th e. Argyll  
his heirs
- 22 1535, 16 February. Edinburgh  
Patrick Maxwell of Newark  
his heirs, kin, friends and allies  
bond of manrent in standard terms; to serve in household  
and retinue when required; in perpetuity.  
Argyll MSS. vol. 5/50.  
to Archibald 4th e. Argyll  
his heirs



ARGYLLMANRENT AND MAINTENANCE

- 23 1536, 10 June. Castle Lachlan  
 Lauchlan Macleuchlan of that ilk by Archibald 4th e. Argyll  
 his heirs his heirs and assigns  
 bond of maintenance in general terms; Argyll to give  
 money and land; given for manrent.  
 Argyll MSS. vol. 5/134 (16th century copy).
- 24 1538, 14 April. Inveraray  
 Archibald 4th e. Argyll and heirs  
 Ninian Bannatyne of Kames, his heirs, kin, friends, etc.  
 bond of maintenance and manrent in general terms; Bannatyne  
 and heirs to give their calps in token of manrent.  
Coll. de Rebus Alban. 87-8.
- 25 1543, 23 May. 'Ilannagavin'  
 Hector Maclean of Duart to Archibald 4th e. Argyll  
 his heirs his heirs  
 bond of manrent in standard terms; no reason directly  
 stated, but reference made to contract with Argyll and  
 grant of land; in perpetuity.  
 Argyll MSS. vol. 5/88.
- 26 1544, 8 April. Glasgow  
 John Stewart of Minto to Archibald 4th e. Argyll  
 his kin, friends and servants  
 bond of manrent in standard terms; Stewart to be of  
 Argyll's 'secret counsell' and serve in queen's wars;  
 given for bond of maintenance and other gratuities.  
 Argyll MSS. vol. 5/94.
- 27 1544, 15 September  
 Alan Stewart of Appin to Archibald 4th e. Argyll  
 bond of manrent.  
 AT, iv, 151 (mentioned).
- 28 1544, 20 September. Ardentenny  
 John Stewart, s. of to Archibald 4th e. Argyll  
 Alan Stewart of Appin his heirs  
 his heirs  
 bond of manrent in standard terms; Stewart to pursue his  
 father and brother if they absent themselves from Argyll's  
 service; given for bond of maintenance.  
 Argyll MSS. vol. 5/122.
- 29 1544, 6 October. Inveraray  
 Alexander Macgregor of Glenstray to Archibald 4th e. Argyll  
 his heirs his heirs  
 bond of manrent in standard terms; given for bond of  
 maintenance and land; in perpetuity.  
 Argyll MSS. vol. 1/65.

ARGYLLMANRENT AND MAINTENANCE

- 30 1546, 12 April. Failmagir  
 William Macleod of Harris to Archibald 4th e. Argyll  
 his kin, friends and servants  
 bond of manrent in standard terms; Macleod to be bound  
 'in affectione and obediens as he war my fader naturell  
 and I his sone naturell'; given for bond of maintenance  
 and great kindness.  
 SRD, Curle Collection, GD 111/IV/3.
- 31 1548, 20 January. Perth  
 Archibald 4th e. Argyll  
 Patrick lord Gray  
 Contract of maintenance and manrent in standard terms;  
 Argyll gives full remission to Patrick for all previous  
 crimes, and will do likewise for his kin and followers;  
 Patrick will enter his son and heir or his brother  
 Robert as pledges to Argyll.  
 Gray of Kinfauns Muniments, Darnaway, vol. II, no. 8.
- 32 1548, 5 September. Edinburgh  
 Neil Montgomery of Langshaw to Archibald 4th e. Argyll  
 his kin, friends and servants  
 bond of manrent in standard terms; Montgomery to keep  
 the counsel of Argyll and his 'gret freindie' and to  
 serve in the queen's armies; given for bond of maintenance  
 and because Montgomery is of Argyll's house.  
 Argyll MSS. vol. 5/114.
- 33 1555, 13 July. (no place)  
 Archibald 4th e. Argyll  
 Calvache, s. of Magnus O'donaill  
 their heirs  
 contract of maintenance and manrent in general terms;  
 Argyll to maintain Calvache and his friends in Scotland  
 and Ireland; Calvache to pay Argyll 100 marks sterling  
 per annum in perpetual tribute and to maintain 500 warriors  
 in Ireland; reference made to bonds of amity made by  
 their predecessors.  
 Argyll MSS. vol. 4/20 (contract confirmed by Archibald  
 5th e. Argyll and Calvache, now lord of Tiroconnel,  
 1560: AT, v, 45).
- 34 1560, 1 March. Dunoon  
 Archibald 5th e. Argyll  
 Tormod Macleod, s. of Alexander Macleod of Harris  
 Hector Maclean of Duart as tutor to Tormod  
 Tormod's heirs, kin and friends  
 contract of maintenance and manrent in general terms;  
 Argyll, having obtained Macleod's release from captivity  
 with the French, will attempt to establish him in his  
 father's possessions; Macleod will marry only with Argyll's  
 advice, and will recompense Argyll and Maclean for their  
 labours in re-possessing him and pay the value of the  
 wardship and marriage of Harris; in perpetuity.  
 Argyll MSS. vol. 5/132.

ARGYLLMANRENT AND MAINTENANCE

- 35 1560, 25 July. Edinburgh  
 Archibald 5th e. Argyll  
 James Macdonald of Dunivaig  
 their heirs  
 Macdonald's kin, friends and servants  
 contract of maintenance and manrent in general terms;  
 Argyll to renounce claim to lands and help Macdonald  
 obtain them, and maintain him in the gift of the  
 wardship and marriage of the Macleod lands in Harris;  
 Macdonald to resist any invasion by Frenchmen; in  
 perpetuity.  
 Argyll MSS. filing cabinet sub anno 1580.
- 36 1560, 30 July. Stirling  
 Adam Boyd of Pinkill to Archibald 5th e. Argyll  
 his son and heir his heirs  
 bond of manrent in general terms; given for defence and  
 protection; allegiance excepted to 'my lord Boid my chief'.  
 Argyll MSS. vol. 5/136.
- 37 1560, 29 September. Castle Lachlan  
 Archibald Macclauchlan of by Archibald 5th e. Argyll  
 that ilk; his heirs his heirs and assigns  
 bond of maintenance in general terms; Argyll to give  
 money and land; given for service.  
 Argyll MSS. vol. 5/134 (16th century copy; similar  
 text to Argyll 21).
- 38 1560, 8 October. Incheconnel  
 Archibald 5th e. Argyll  
 Hector Maclean of Duart  
 s. and h. Hector  
 Argyll's heirs  
 Maclean's whole power, kin, friends and servants  
 contract of maintenance and manrent in general terms;  
 Argyll forgives past offence - the Macleans' contract  
 with James Macdonald of Dunivaig, which they now  
 discharge; Macleans promise to make no contracts without  
 Argyll's permission; in perpetuity.  
 AT, iv, 149.
- 39 1564, 9 July. Inveraray  
 Archibald 5th e. Argyll  
 and seven other Campbells  
 Colin Campbell of Glenorchy  
 heirs of both parties  
 contract of maintenance and manrent in standard terms;  
 Argyll and other Campbells bound to assist Glenorchy  
 against Gregor, s. of late Alexander Macgregor of  
 Glenstray, and his followers, now rebels; this contract  
 is to include all landed men of Argyll's surname (implies  
 that it will be circulated for signatures); given for  
 old kindness and proximity of blood, and because the  
 grantors want to continue their predecessors' relationship.  
 Argyll MSS. vol. 1/97.

ARGYLLMANRENT AND MAINTENANCE

- 40 1564, 24 December. Perth  
 Clan Lauren by Archibald 5th e. Argyll  
 bond of maintenance in general terms  
 SRQ, Broadelbane Muniments, GD 112/24/1 (1538-1589).
- 41 1565, 18 June. Duart  
 Archibald 5th e. Argyll  
 Donald Macdonald Gorm of Sleat  
 their heirs, kin, friends and servants  
 contract of maintenance and manrent in standard terms;  
 in perpetuity.  
 Argyll MSS. vol. 1/99.
- 42 1567, 22 March. Edinburgh  
 William Stewart of Ambriemuir (Bute) to Archibald 5th e. Argyll  
 his heirs, kin, friends and servants his heirs male  
 bond of manrent in standard terms; contains standard  
 exception of allegiance to the queen, and unusual one -  
 this not being a minority - of allegiance to 'heraris of  
 autorite for the tym'; in perpetuity.  
 Argyll MSS. in tin box labelled '16th century papers'.
- 43 1568, (?) 16 November. Ardkinglas  
 Clan Fergus: names occupy to Archibald 5th e. Argyll  
 seven lines his heirs  
 heirs, kin and friends  
 bond of manrent in standard terms.  
 SRQ. Curle Collection, GD 111/IV/4 (document in  
 horrid condition - badly stained, only patches  
 legible; no line complete).
- 44 1571, 27 April. Inveraray  
 Archibald 5th e. Argyll  
 Donald Macdonald Gorm of Sleat  
 Argyll's kin and whole power  
 Macdonald's heirs  
 contract of maintenance and manrent in general terms;  
 Argyll forgives any contravention by Macdonald of their  
 previous contract,<sup>5</sup> and binds himself to further Macdonald's  
 interests whether the queen regains her authority or not;  
 he further promises to act on behalf of Torquill Macleod of  
 Lewis and his father, and to redeliver to Macdonald Colin  
 Campbell his foster, to be brought up by Macdonald.  
 Macdonald agrees to stand friend to Macleod of Dunvegan,  
 and accepts that if he breaks his contract he will lose  
 the kindness and amity of Hector Macleod of Duart and his  
 kin, the principal movers in the renewal of his contract  
 with Argyll.  
 Argyll MSS. in paper folder labelled '16th century'.

5. This contract refers not to Argyll 37, but to a contract made  
 at Edinburgh on 4 March 1567: see above, pp. 302-3.

ARGYLLMANRENT AND MAINTENANCE

- 45 1571, 23 November. Inveraray  
 Archibald 5th e. Argyll  
 John Macalastair, captain of Clanrenald  
 his son Alan Macene Vicalastair  
 heirs of both parties  
 John and Alan's kin  
 contract of maintenance and manrent in standard terms;  
 Argyll to assist Macalastairs against any of their clan  
 who do not acknowledge them as chief; also to cause  
 Macleod of Harris to warrant any tasks made to the  
 Macalastairs, and to associate them with him in counselling  
 Macleod of Lewis about his father, whom Alan Macalastair  
 has brought to Argyll, for which Argyll is in his debt;  
 Macalastairs bound to assist Macdonald of Dunivaig and his  
 heirs as long as they serve Argyll; Argyll excepts his  
 obligation to his 'house and freindis'; in perpetuity.  
 Argyll MSS. vol. 4/90.
- 46 1571, 16 December. Dunoon  
 Archibald 5th e. Argyll  
 Colin Campbell of Boquhan, his brother  
 John Stewart, sheriff of Bute  
 kin, friends and servants of both parties  
 Stewart's heirs  
 contract of maintenance and manrent in general terms;  
 Argyll and Campbell to assist Stewart in the peaceful  
 possessing of his lands, in his office as sheriff, and in  
 his dispute with lord Sempill over Sempill's debt to his  
 late father and now to him; Stewart to be household man  
 to Argyll when required.  
 Argyll MSS. vol. 4/326.
- 47 1572, 27 July. Glasgow  
 Archibald 5th e. Argyll  
 Colin Campbell lord Lorn, his brother  
 with advice and consent of their kin and special friends,  
 Campbells of Glenorchy, Auchinbrek and Ardkinglas  
 John Stewart, sheriff of Bute  
 contract of maintenance and manrent in similar terms to  
 Argyll 42; in addition, Argyll bound to assist Stewart  
 to retain the Pennyland of Arran, formerly belonging to  
 Stewart's predecessors, and now granted to Stewart after  
 the forfeiture of James duke of Chatelherault; if the  
 duke's forfeiture is reversed, Argyll will offer on  
 Stewart's behalf as much money as was assigned to Stewart  
 on the loss of the lands, or more if necessary, to enable  
 Stewart to keep his old heritage, and if the duke refuses,  
 Argyll will assist Stewart as the law permits or remain  
 neutral, but never assist the duke; and Argyll will also  
 prevent any pretended claim to the lands by highland men  
 such as the Macdonalds and Macalastairs.  
 Argyll MSS. vol. 4/98.

ARGYLLMANRENT AND MAINTENANCE

- 48 1573, 14 April. Edinburgh  
 Archibald 5th e. Argyll  
 Patrick lord Drummond  
 their kin and surname  
 contract of mutual assistance and support; given for old  
 kindness and alliance between the houses of Argyll and  
 Drummond, lately renewed by Drummond who is of Argyll's  
 house. Very short, general text, which makes it unclear  
 whether this is a contract of friendship or a contract of  
 maintenance and manrent; but more probably the latter,  
 in view of the different social status of the grantors  
 and Colin 6th e. Argyll's bond of maintenance to  
 Drummond (see Argyll 54).  
 Argyll MSS. vol. 4/116; other version of this is in  
 SRD, Drummond Castle Muniments, GD 160 box 3 bundle IV.
- 49 1573, 24 August. Carrick  
 Duncan Abrah Macgregor by Archibald 5th e. Argyll  
 and five other Macgregors his heirs  
 Duncan's heirs and kin  
 bond of maintenance in general terms, with particular  
 mention of assistance in case of legal proceedings;  
 given for loyalty and service; in perpetuity.  
Coll. de Rebus Alban. 95-6.
- 50 1573, 9 November. Strachur  
 Malcolm Carswell, captain of to Colin 6th e. Argyll  
 Craignish his heirs  
 Donald Carswell, vicar of  
 Kilmartin, his brother  
 their heirs  
 bond of manrent and homage in general terms; includes  
 promise of calps; given for bond of maintenance.  
 Argyll MSS. vol. 5/138.
- 51 1574, 14 February. Dunoon  
 Colin 6th e. Argyll  
 Angus Macdonald of Dunivaig  
 their heirs  
 Macdonald's kin and friends  
 contract of maintenance and manrent in general terms;  
 Argyll to maintain Macdonald in his possession of the  
 lands of Glencaradale and Rachrie; Macdonald binds  
 himself because of the kindness shown by Argyll and his  
 predecessors; in perpetuity.  
 Argyll MSS. vol. 4/124 (16th century copy).

ARGYLLMANRENT AND MAINTENANCE

- 52 1574, 1 December. Inveraray  
 Hector Maclean of Ardlung to Colin 6th e. Argyll  
 his heirs, kin and friends  
 bond of manrent in standard terms; given because  
 Argyll has ratified the bonds of maintenance made by  
 the 4th and 5th earls to Maclean's father Alan and to  
 himself; allegiance excepted to 'Maclean'.  
 AT, vi, 230 (abstract).
- 53 1576, 19 September. Ardlui  
 Commissioners for Colin 6th e. Argyll:  
 Colin Campbell of Barbrack  
 John Campbell of Inverleiver  
 Neil Campbell, parson of Craigens  
 John Mudeortach Macalastair, captain of Clanrenald  
 s. and h. Alan  
 Macalastair's heirs, kin, friends, etc.  
 contract of maintenance and manrent in general terms;  
 Argyll to protect Macalastairs against Tormod Macleod of  
 Harris of necessity; Macalastairs to give Argyll their  
 bond of manrent if required and serve him at all times on  
 fifteen days warning; to take part with the Macleans and  
 Argyll's other dependants in the north isles; to demit the  
 lands of Glensig to be peacefully possessed by Macleod of  
 Harris, and to come before Argyll with Macleod to have all  
 matters of debate and quarrel submitted to the judgement  
 of Argyll, his kin and friends, including Lauchlan Maclean  
 of Duart; both parties to provide pledges; meanwhile an  
 assurance to be made between them until Argyll summons  
 them. Also the parties to the contract agree that this  
 contract and the bond of manrent may be renewed as  
 necessary with the advice of lawyers, as with the similar  
 contracts made by their predecessors; in perpetuity on  
 Macalastairs' side; on Argyll's, for as long as they give  
 him obedient and thankful service.  
 Argyll MSS. vol. 4/144 (very long document, in bad  
 condition; faded and torn in parts).
- 54 1577, 12 August. Stirling  
 Donald, John and Duncan Macintyre to Colin 6th e. Argyll  
 commissioners for the whole his heirs  
 Clan Tyre  
 bond of manrent in standard terms; promise of the whole  
 calps of the clan in token of manrent; given because  
 the clan have been servants and dependants of Argyll's  
 predecessors, and now have experience of Argyll's good  
 mind to be good lord and master to them, giving them his  
 bond of maintenance (Argyll 51); in perpetuity.  
 Argyll MSS. vol. 4/118.

ARGYLLMANRENT AND MAINTENANCE

- 55 1577, 12 August. Stirling  
Commissioners for Clan Tyre by Colin 6th e. Argyll  
bond of maintenance in general terms; given because of  
past maintenance of Clan Tyre by the earls of Argyll, and  
for the clan's bond of manrent and calps.  
Argyll MSS. in tin box labelled '16th century papers'  
(contemporary copy, partly torn).
- 56 1577, 26 September. Dunoon  
John Maclean, uncle to to Colin 6th e. Argyll  
Lauchlan Maclean of Duart  
bond of manrent in standard terms; allegiance excepted  
to Maclean of Duart.  
Argyll MSS. vol. 5/142.
- 57 1578, 26 November. Stirling  
Duncan Campbell, fiar of Glenorchy by Colin 6th e. Argyll  
bond of maintenance in general terms; main promise is to  
defend Duncan against his father, Colin Campbell of  
Glenorchy, who intends to redeem all Duncan's lands, and  
against Duncan's brother Colin; reference made to  
Duncan's service and good will to Argyll as reason for his  
father's action against him; Argyll binds himself never  
to receive or favour Glenorchy or Colin until Duncan be  
satisfied in Argyll's sight and by the advice of him and  
his friends about his lands; given for Duncan's promise  
of service.  
Laymouth Bk. 221-2.
- 58 1579, - April. (place illegible)  
Patrick lord Drummond by Colin 6th e. Argyll  
his friends his heirs  
bond of maintenance in general terms; promise to assist  
Drummond against William, son of James Stewart in Moray,  
who has attacked him, wounding the friends and servants in  
his company, and committed other crimes against him; given  
because of the mutual amity that stands and has stood  
between the houses of Argyll and Drummond.  
Cawdor Muniments, press 5, section VI, bundle II.
- 59 1580, 22 July. Barbreck  
Donald Macallen Vicorley to Colin 6th e. Argyll  
of 'Sunay' his heirs  
his sons Neil and Sorley  
his heirs  
bond of manrent, homage and service in standard terms;  
includes promise of their best eighth, called their calp;  
in perpetuity.  
Argyll MSS. vol. 1/130.



ARGYLLMANRENT AND MAINTENANCE

- 60 1580, 21 October. Glasgow  
 burgh of Renfrew to Colin 6th e. Argyll  
 their successors, inhabitants his heirs  
 of Renfrew  
 bond of service in standard terms; includes promise of  
 service in Ireland as well as Scotland at Argyll's expense;  
 also that Argyll and his heirs will have, at the election  
 of the baillies and officers, the nomination and election  
 of one baillie and one officer, providing they be  
 inhabitants of the burgh; in perpetuity.  
 Argyll MSS. (19th century copy).
- 61 1584, 29 October. Dunoon  
 Angus Macdonald of Dunivaig to Archibald 7th e. Argyll  
 his brothers Sorley, Rensald his friends  
 and Coll  
 his kin and friends  
 bond of manrent in standard terms; grantors bound to  
 accept the counsel of Argyll's friends as well as of  
 Argyll.  
 Argyll MSS. in paper folder labelled '16th century'.
- 62 1585, 1 June. Inveraray  
 William Macleod of Dunvegan to Archibald 7th e. Argyll  
 his whole force and power  
 bond of manrent in standard terms; given because his  
 predecessors had given their bonds of service to the  
 earls of Argyll, which bonds Macleod now ratifies, and  
 has been maintained by them.  
 Argyll MSS. in paper folder labelled '16th century'.
- 63 (1593, 8 January) (no place)  
 Stewarts, Macintyres and to Archibald 7th e. Argyll  
 Macgregors: men of  
 Balquibidder  
 bond of manrent in general terms; includes promise to give  
 good will and gifts to Argyll in the season of the year  
 when he is accustomed to reside in the lowlands; also  
 promise not to attempt to extend their possessions without  
 Argyll's or his heirs' consent; given for Argyll's  
 maintenance and protection; contract to be registered in  
 the Books of Council and the sheriff books of Argyll.  
 Argyll MSS. in paper folder labelled '16th century'  
 (this is a copy, much torn, of the registration;  
 the date is that of registration; the date and place  
 of the bond are gone).
- 64 1593, 26 June. Stirling  
 Duncan Campbell of Glenorchy by Archibald 7th e. Argyll  
 his heirs  
 bond of maintenance.  
Taymouth Sk, 250 (abstract).

ARGYLLMANRENT AND MAINTENANCE

- 65 1593, 18 August. Stirling  
Patrick Dow in Down by Archibald 7th e. Argyll  
his kin and servants  
bond of maintenance; given because Dow is of old a  
servant and dependant of Argyll's predecessors and Argyll,  
and wishes the 'weill and standing of our hous'.  
AT, vii, 243 (abstract).
- 66 1593, 20 November. Inveraray  
Archibald 7th e. Argyll  
Lauchlan Mackintosh of Dunnachten  
Lauchlan's kin, friends and servants.  
contract of maintenance and manrent; allegiance excepted  
by Lauchlan to the earl of Moray.  
SR0, Mackintosh Muniments, GD 176/164.
- 67 1597, 24 July.  
Archibald 7th e. Argyll  
Clan Lauchlan of the 'Fegart' in  
Lochaber and Lorne  
contract of maintenance and manrent.  
AT, vii, 285 (mentioned).
- 68 1602, 8 January. Dunoon  
Archibald 7th e. Argyll  
Lauchlan Mackinnon of Strathordill  
Mackinnon's men, tenants, servants  
contract of maintenance and manrent in standard terms;  
given because of amity and old bonds between their  
predecessors, which bonds they now renew.  
Coll. de Rebus Alban. 201-2.
- 69 1602, 20 June  
Ian Menzies of Kinnoldie to Archibald 7th e. Argyll  
his five sons  
bond of manrent.  
AT, viii, 42 (mentioned).
- 70 1603, 5 April. Canongate  
Thomas Stewart of Grandtully by Archibald 7th e. Argyll  
his kin, friends and servants his kin, friends and servants  
bond of maintenance in standard terms; in time coming.  
Fraser, Grandtully, i, 106.
- 71 1610, 13 June. Stirling  
William Stewart, fiar of by Archibald 7th e. Argyll  
Grandtully his kin, friends and servants  
his kin, friends and servants  
bond of maintenance in standard terms; in time coming.  
Text same as that of Argyll 70.  
Fraser, Grandtully, i, 109-10.

ARGYLLLOST BONDS

- 72 1464, (1 July)  
 Thomas Rogerson of Drumdeaginnale by Colin 1st s. Argyll  
 Colin Campbell of Glenorchy  
 bond of maintenance, according to discharge by Argyll and  
 Campbell to Thomas and heirs of £80 due for redemption of  
 lands of 'Ardchwyllour' and others in the earldom of  
 Strathearn.  
 Atholl Muniments, box 2 parcel XVI.
- 73 1481, (10 December)  
 Donald, s. of Ian Macdougall to Colin 1st s. Argyll  
 Craignish his heirs  
 his heirs  
 homage, service and special manrent by Donald and heirs  
 referred to in charter by Argyll granting merklands of  
 Barrichbyan.  
 AT, ii, 501 (abstract).
- 74 1495, (10 August)  
 Archibald 2nd s. Argyll  
 Patrick Blackadder of Tulliallan  
 their heirs  
 bonds of maintenance and manrent, to be given after  
 arbitration on their dispute over the bailliery of Culross;  
 Patrick having resigned it in favour of Argyll, will have  
 the office of deputy from Argyll.  
 SRO, Cardross Write, GD 15/153.
- 75 1521, (18 March)  
 Maclean of Duart and others by Colin 3rd s. Argyll  
 his heirs his heirs  
 bond of maintenance.  
 Argyll 8.
- 76 1522, (22 March)  
 John Macdougall of Raray to Colin 3rd s. Argyll  
 his heirs his heirs  
 bond of manrent, referred to as already given in the bond  
 of maintenance of 22 March 1522.  
 Argyll 9.
- 77 1524, 6 May.  
 James Kennedy of Blairquhan by Colin 3rd s. Argyll  
 bond of maintenance; date assumed from the fact that  
 Argyll and Kennedy made a verbal agreement on 5 May, and  
 the bond of manrent which refers to the bond of  
 maintenance was duly drawn up on 6 May.  
 Argyll 14.
- 78 1527.  
 Hector Mackintosh, captain to Colin 3rd s. Argyll  
 of Clanchattan  
 bond of manrent.  
 Argyll 17.

ARGYLLLOST BONDS

- 79 1528, (17 August)  
James Stewart, brother of lord  
Avondale  
bond of manrent.  
Argyll 18.  
to Colin 3rd e. Argyll
- 80 1533, (17 November)  
William lord Sempill and  
son, the master of Sempill  
bond of manrent, alleged to have been made by William earl  
of Glencairn in his objection to Argyll trying case in which  
Sempills were accused of murdering Cunningham of Craigans.  
Acts of Council (Public Affairs), 409-10.  
to Archibald 4th e. Argyll
- 81 1536, (10 June)  
Lauchlan MacIauchlan of that ilk  
bond of manrent.  
Argyll 23.  
to Archibald 4th e. Argyll
- 82 1544, (8 April)  
John Stewart of Minto  
bond of maintenance.  
Argyll 26.  
by Archibald 4th e. Argyll
- 83 1544, (20 September)  
John Stewart, s. of Alan Stewart  
of Appin  
bond of maintenance.  
Argyll 28.  
by Archibald 4th e. Argyll
- 84 1544, (6 October)  
Alexander Macgregor of Glenstray  
bond of maintenance.  
Argyll 29.  
by Archibald 4th e. Argyll
- 85 1546, (12 April)  
William Macleod of Harris  
bond of maintenance.  
Argyll 30.  
by Archibald 4th e. Argyll
- 86 1548, (5 September)  
Neil Montgomery of Langesaw  
bond of maintenance.  
Argyll 32.  
by Archibald 4th e. Argyll
- 87 Before 1559, 8 November.  
Clan Lauren  
bond of manrent, known from Argyll's transference of the  
manrent and calps of the clan to Colin Campbell of  
Glenorchy.  
Taymouth Bk, 201-2.  
to Archibald 5th e. Argyll

ARGYLLLOST BONDS

- 88 1560, (30 July)  
Adam Boyd of Pinkill maintenance  
Argyll 36.  
by Archibald 5th e. Argyll
- 89 1560, (29 September)  
Archibald Macclachlan of that ilk  
manrent  
Argyll 37.  
to Archibald 5th e. Argyll
- 90 Before 1566, 25 December.  
Clan Tyre  
bond of manrent, known from Argyll's transference of the  
manrent and calps of the clan to Colin Campbell of Glenorchy,  
who was better able to protect them because they dwelt  
nearer to him.  
Taymouth Bk, 211.  
to Archibald 5th e. Argyll
- 91 1567, (5 March)  
Donald Macdonald Gorm of Sleat  
bond of manrent, to be given when Argyll gives Donald  
lands, under agreement of 4 March 1567; known from  
notarial instrument of 5 March.  
Argyll MSS. vol. 4/48.  
to Archibald 5th e. Argyll
- 92 1573, (24 August).  
Duncan Abrach Macgregor and others  
manrent  
Argyll 49.  
to Archibald 5th e. Argyll
- 93 1573, (9 November)  
Malcolm Carswell, captain of  
Craignish  
Donald Carswell, vicar of  
Kilmartin, his brother  
bond of maintenance.  
Argyll 50.  
by Colin 6th e. Argyll
- 94 (1574, 1 December)  
Hester Maclean of Ardlung  
refers to four bonds;  
two bonds of maintenance by 4th and 5th earls to Maclean's  
father Alan;  
bond of maintenance to Maclean;  
bond of manrent by Alan Maclean, presumably to 4th and  
5th earls.  
Argyll 52.  
4th and 5th earls of Argyll
- 95 1577, 10 June  
Donald Macsevan Vicdonald  
John dow Macsevan  
bond of manrent, known from bond of 11 June by which the  
grantors entered pledges for the observing of their bond.  
Argyll MSS. vol. 4/148.  
to Colin 6th e. Argyll

ARGYLLLOST BONDS

- 96 1578, (26 November)  
     Duncan Campbell, flier of Glenorchy      to Colin 6th e. Argyll  
     promise of service.  
     Argyll 57.
- 97 (1593, 8 January)  
     Stewarts, Mackintyres and      by Archibald 7th e. Argyll  
     Macgregors: men of  
     Balquhidder  
     maintenance  
     Argyll 63.

For other bonds of the earls of Argyll, see:  
 Contracts of friendship 39, 40, 41, 44, 50, 59, 64, 66, 67, 70;  
 Political bonds 3, 5, 6, 7, 15, 16, 19, 20, 27, 14.

ATHOLLMANRENT AND MAINTENANCE

- 1 1532, 26 June. Perth  
     John 23rd e. Atholl  
     Duncan Campbell of Glenorchy and William Murray of Tullibardine  
     kin and friends of Campbell and Murray  
     contract of maintenance and manrent in general terms;  
     Campbell and Murray make the agreement with the advice of  
     Andrew bishop of Caithness; allegiance excepted by Campbell  
     to the earl of Argyll; for life.  
     Jaymouth Bk. 180-1 (fairly full text).
- 2 1580, 27 January. Perth  
     John 25th e. Atholl  
     Lauchlan Mackintosh of Dunnschten  
     their kin, friends and servants  
     bond of maintenance and manrent in general terms, ratifying  
     the bonds made by their fathers; given because of old bonds  
     between their predecessors; in all time coming.  
     SRO, Mackintosh Muniments, GD 176/120.
- 3 1593, 16 July. Dunkeld  
     Alexander Menzies of that ilk      to John 25th e. Atholl  
     his kin, friends and servants  
     bond of manrent in standard terms; given because of  
     dependance of his predecessors, lairds of Weem, on the  
     earls of Atholl, and their maintenance, and because of  
     nearness of blood; in all time coming.  
     Atholl Muniments (uncatalogued).

ATHOLLMANRENT AND MAINTENANCE

4 1597, 30 June. Foss

Lauchlan Mackintosh of Dunnachten  
his heirs

by John 26th s. Atholl  
his heirs  
his followers

bond of maintenance in standard terms; given for faithful  
service of Lauchlan's predecessors, and the voluntary bonds  
of manrent given by Lauchlan; to be kept as long as Lauchlan  
and his heirs keep their bonds to him.

SRO, Mackintosh Muniments, GD 176/179.

5 15-- (day, month and place blank)<sup>6</sup>

Lauchlan Mackintosh of Dunnachten  
his heirs  
his kin and surname

to John (26th) s. Atholl  
his heirs, earls of Atholl

bond of manrent in standard terms; in perpetuity.

SRO, Mackintosh Muniments, GD 176/178.

LOST BONDS

6 1478, (22 January)

John 21st s. Atholl  
Neil Stewart of Forthergill

bonds of maintenance and manrent to be made, conform to  
marriage indenture by which Neil's son and heir Alexander  
is to marry Atholl's daughter Christian; Atholl promises  
never to threaten Neil's possession of his tacks and offices;  
and Neil promises that if Huntly and Atholl have dispute,  
he will take no part with either; for life.

Atholl Muniments, box 20 parcel I.

7 Before 1550

John 24th s. Atholl  
William Mackintosh of Dunnachten (d. 1550)  
bonds of maintenance and manrent.  
Atholl 2.

6. The date breaks off after 'fourscoir'; it could therefore be  
either 1580-, or 1590-; the latter seems probable in view of  
Atholl 4, for this may be the corresponding bond of manrent.

ATHOLLLOST BONDS

8 1572, (15 January)

William Robertson of Struan to John 24th e. Atholl  
bond of manrent, already made to Atholl, who now sets in  
tack to Robertson the lands of Ballewoan, Perthshire, for  
one year, discharging all mells and duties as long as  
Robertson keeps his bond.

SRO, Dalguis Muniments, GD 38/1/62 (24) (copy);  
Coll. de Rebus Alban. 196.

For other bonds of the earls of Atholl, see:  
Contracts of friendship 24, 32, 54, 58, 59, 75, 83, 92, 98;  
Political bonds 16, 32, 33.

BOYD OF KILMARNOCKMANRENT AND MAINTENANCE

The general reference for the bonds in this collection is SRO Boyd  
Papers, GD 8.

1 1545, 6 May. Kilmarnock

Robert lord Boyd of Kilmarnock  
s. and h. Robert Boyd of the Glen;  
John Kelso of that ilk or of Kelsoland  
contract of maintenance and manrent in general terms; Boyd  
to pay Kelso 24 bolls of meal per annum; both to meet  
within fifteen days to put their contract in best and  
surest form; for life.

GD 8/133; Abbotsford Miscellany, i, 13.

2 1546, 30 December. Irvine

John Brisbane, young laird of to Robert master of Boyd  
Brisbane  
bond of manrent in standard terms; during his father's life.  
Abbotsford Miscellany, i, 14.

3 1558, 17 October. Corbie Cunningham

Archibald Kelso, young laird of to Robert lord Boyd  
Kelsoland  
his kin, friends and servants  
bond of manrent in standard terms; given for 1 chaldar of  
meal per annum, and maintenance; to last while he is  
'younge lard'.

GD 8/161; Abbotsford Miscellany, i, 17-8.



BOYD OF KILMARNOCKMANRENT AND MAINTENANCE

- 4 1567, 18 July. Rieholme  
Robert lord Boyd  
Hugh Crawford of Kilbirnie  
their friends, servants and tenants  
contract of maintenance and manrent in general terms; Boyd  
to protect Hugh's wife if Hugh dies first; Hugh to accompany  
Boyd in the authority's wars; for life.  
GD 8/193; Abbotsford Miscellany, 1, 19-20.
- 5 1571, 10 November. Irvine  
Robert lord Boyd  
William Fairlie, brother of David Fairlie of that ilk  
Boyd's heirs  
contract of maintenance and manrent in standard terms; Boyd  
grants William for life thirty shilling land of Byrehill, the  
rent of which is to be paid to the abbot of Kilwinning;  
for William's life.  
GD 8/224; Abbotsford Miscellany, 1, 31-3.
- 6 1572, 26 October. 'Aflos'  
Robert lord Boyd  
John Fergushill of that ilk  
Boyd's heirs  
contract of maintenance and manrent in standard terms; Boyd  
renounces claim to John's forty shilling land of Auchintybyre.  
GD 8/232; Abbotsford Miscellany, 1, 33-5.
- 7 1574, 1 February. Glasgow  
Andrew Arnot of Lochrig, younger                      to Robert lord Boyd  
his heirs    his heirs  
his kin, friends and servants  
bond of manrent in standard terms; given for 300 merke  
lump payment, eight bolls of meal per annum, and maintenance;  
in perpetuity.  
GD 8/239; Abbotsford Miscellany, 1, 35-6.
- 8 1575, 27 August. Rosadhu  
Andrew Macfarlane of Arrochar                      to Robert lord Boyd  
his kin, friends and servants  
bond of manrent in standard terms; given for twelve bolls  
meal and four bolls malt per annum, and maintenance; for  
twelve years, and thereafter until Boyd or Macfarlane  
discharge the bond on forty days warning.  
GD 8/255; Abbotsford Miscellany, 1, 38-40.
- 9 1576, 20 January. Glasgow  
Robert Colquhoun of Cametrodam                      to Robert lord Boyd, 'wardour'  
his heirs    of lordship and living of Luss  
his heirs  
bond of manrent in general terms; given because Boyd has,  
at his request, disposed the ward and nonentry of the £10  
land of Cametrodam to Patrick, natural son of James Colquhoun  
of Garacube, and will fortify him as his master; to last  
during the time of ward, as he served the late John Colquhoun  
of Luss.  
GD 8/256; Abbotsford Miscellany, 1, 40-1.

BOYD OF KILMARNOCKMANRENT AND MAINTENANCE

- 10 1576, 2 March. Glasgow  
 Robert lord Boyd  
 John Blair of that ilk  
 their friends, servants and tenants  
 contract of maintenance and manrent in general terms;  
 for life.  
 GD 8/254; Abbotsford Miscellany, i, 41-2.
- 11 1576, 19 May. Edinburgh  
 Adam Cunningham of Cullellan to Robert lord Boyd  
 his friends, servants and tenants  
 bond of manrent in standard terms; allegiance excepted to  
 house of Cunningham of Caprington; given for divers  
 gratuities; for life.  
 GD 8/259; Abbotsford Miscellany, i, 42-3.
- 12 1577, 21 November. Glasgow  
 John Boyle of Risholme to Robert lord Boyd  
 his household, friends and tenants  
 bond of manrent in standard terms; for life.  
 GD 8/277; Abbotsford Miscellany, i, 43-4.
- 13 1577, 10 December. Glasgow  
 Robert lord Boyd  
 Malcolm Crawford of Kilbirnie  
 their friends, servants and tenants  
 contract of maintenance and manrent in general terms; for life.  
 GD 8/269.
- 14 1591, 10 February. Kilmarnock  
 James Auchinloss of that ilk to Robert Boyd, baillie of  
 Kilmarnock  
 bond of manrent in standard terms; given for five marks  
 per annum, and maintenance; for life.  
 GD 8/355; Abbotsford Miscellany, i, 48-9.

LOST BONDS

- 15 1558, (17 October)  
 Archibald Kelso, young laird of by Robert lord Boyd  
 Kelsoland  
 bond of maintenance.  
 Boyd 3.

BOYD OF KILMARNOCKLOST BONDS

- 16 1574, (1 February)  
 Andrew Arnot of Lochrig, younger  
 his heirs  
 bond of maintenance.  
 Boyd 7. by Robert lord Boyd  
 his heirs
- 17 1575, (27 August)  
 Andrew Macfarlane of Arrochar  
 bond of maintenance, in standard terms as given in  
 Macfarlane's bond of manrent.  
 Boyd 8. by Robert lord Boyd
- 18 1591, (10 February)  
 James Auchinloss of that ilk  
 bond of maintenance.  
 Boyd 14. by Robert Boyd, baillie of  
 Kilmarnock

For other bonds of the lords Boyd, see:  
 Royal bonds 20; Hamilton 19 and 20;  
 Contracts of Friendship 40, 53, 55, 65;  
 Political bonds 1, 2, 3, 15, 20, 27, 30, 14.

BREADALBANEMANRENT AND MAINTENANCE

The general reference for the manuscript sources for this collection is SRQ, Breadalbane Muniments, GD 112/24. Most of the bonds come from two books of bonds of manrent, made for Colin sixth laird and Duncan seventh laird of Glenorchy, cited here as 'Buke of bandis (Colin)' and 'Buke of bandis (Duncan)'; and there are a few separate bonds. Duncan's book begins at folio 19r; whatever the first eighteen folios contained, it was presumably not bonds of manrent, for the completeness of this list is confirmed by a badly-written four page list of the names of those who made bonds of manrent, which follows the order of the list in the book. A further source is the calendar in Taymouth Book, 175-262, compiled from what Cosmo Innes refers to as Duncan's register and original bonds. There is a considerable number of bonds from the manuscript books which are not in Taymouth Book; and there are some in Cosmo Innes' calendar which are not included here, because they are not, as far as can be judged from the calendar entry, bonds of manrent or maintenance, but, for example, bonds only promising bairn's part of gear. Most of the Taymouth Book entries are short abstracts of the documents; those which give most of the text are indicated here. The names of the numerous small tenants who promised manrent to the lairds of Glenorchy presented something of a problem; they reflect the difficulty which a notary who was apparently not familiar with Gaelic had in reproducing them. All that has been done here is to standardise the spelling as far as possible. Place names have been given, where possible,

BREADALBANEMANRENT AND MAINTENANCE

(cont'd) in their modern form; but some are not now identifiable.<sup>7</sup>

- 1 1488, 21 October. Edinburgh  
 Robert Menzies of Ennochquhie by Duncan Campbell of Glenorchy  
 bond of maintenance in standard terms; given for the liferent  
 of the lands of Auchinmoir; contains Duncan's promise not  
 to oppress the tenants of the lands of Cranoch, Morinche and  
 Auchinmoir, of which he is baillie under Robert; for life.  
HMC, Sixth Report, Appendix, 704.
- 2 1510, 29 April. Isle of Lochtay  
 John Macneill Vreik in Stronferne to Duncan Campbell of Glenorchy  
 Gregor his brother his heirs  
 obligation to give bonds of manrent and calps, and to  
 receive Colin, third son of Colin, son and heir of Duncan,  
 in fostering, and give him a bairn's part of gear; Duncan  
 and his son being bound to protect John and Gregor in their  
 lands of Stronferne and other possessions.  
Taymouth Bk, 179.
- 3 1528, 27 July. Castle of Glenorchy  
 Duncan Campbell of Glenorchy  
 John Maccovil of Regarra  
 indenture of protection and manrent.  
Taymouth Bk, 179.
- 4 1538, 30 June. The upper chamber of the chapel of Lochtay  
 John Campbell of Glenorchy  
 Archibald Campbell of Glenlyon  
 contract of help and manrent; John promises to reward  
 Archibald 'pleissandly' for his service if, through his  
 help and counsel, John gets his heritage which his  
 predecessors had; and further promises to be 'pleissand  
 to the said Archibald in hore hund or ony utheris  
 reasonabill gift', to use Archibald's counsel, and to  
 amend his failure to satisfy Archibald concerning his claim  
 to the lands of Stronmonessaik.  
Taymouth Bk, 181-2.
7. For discussion of the unique form of this family collection, see  
 above, p. 149, no. 76, and pp. 190-3. I am grateful to Mr. Donald  
 Meek of the University of Glasgow, who gave me considerable help  
 with the names in this collection, and Mr. John Gilfillan and Mr.  
 Allan Macinnes of the University of Glasgow for their help in  
 identifying place-names.

BREADALBANEMANRENT AND MAINTENANCE

- 5 1538, 21 July. Castle of Glenorchy  
 John Campbell of Glenorchy  
 John Macgillespie in Inverovir  
 his son Euir, and their offspring  
 contract by which Macgillespie received Campbell as his  
 own son and 'tuk him on his kne calland him filium adoptium;  
 half of his moveable goods would go to Campbell on his death,  
 and the whole if Euir predeceased him. 'For the quhilkis  
 kyndnes', Campbell was bound to defend the Macgillespies.  
 Campbell asked for a notarial instrument.  
Taymouth Bk, 182-3.
- 6 1538, 21 November. At Lochtay  
 Duncan Campbell of Morinche to John Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in general terms; including promise to give  
 John a bairn's part of gear; given for letter of maintenance.  
 SR0, Breadalbane Muniments, GD 112/24/1 (1538-1589).
- 7 1546, 15 June. At Glenorchy  
 John Campbell of Glenorchy  
 John Macconche roy  
 his brothers Alexander and Duncan  
 contract of maintenance and manrent in general terms; the  
 Macconches and heirs promise a bairn's part of gear to John  
 and heirs.  
 SR0, Breadalbane Muniments, GD 112/24/1 (1538-1589)
- 8 1547, 2 June. Castle of Glenorchy  
 John Campbell of Glenorchy  
 Donald Macgillekeir  
 Finlay his son  
 six other Macgillekeirs  
 heirs of both parties  
 contract by which the Macgillekeirs of their own free will  
 accept John and his heirs as their chief to be their protector;  
 John and heirs to have 'ane cawylpe of kenkynys' Macgillekeirs  
 to bring as many of their kin as they can to be bound likewise.  
Taymouth Bk, 185-6.
- 9 1549, 30 August. Isle of Lochtay  
 John Campbell of Glenorchy  
 John Menzies of Rore (in Glenlyon)  
 contract of maintenance and service; Menzies promises to  
 drop his action of spuilze against Campbell; and further  
 promises to make his house ready with meat, drink and other  
 necessities to receive Campbell, his household and followers  
 when required 'as every uther gentill manis houses in the  
 cuntre beis (ready)'. Campbell promises Menzies the teind  
 sheaves of the fifteen merkland of Midmost Morinche.  
 Campbell excepts his allegiance to the earl of Argyll.  
Taymouth Bk, 187-9. (fairly full text).

BREADALBANEMANRENT AND MAINTENANCE

- 10 1550, 22 May. Castle of Glenorchy  
 John Macconche roy Vicane Vicallan to John Campbell of Glenorchy  
 Alan his son his heirs  
 bond of manrent, including promise to bring in their friends to the same effect, and to give and cause their children, male and female, to give a bairn's part of gear; for Campbell's obligation of defence.  
Taymouth Bk, 189.
- 11 1550, 10 July. Isle of Lochtay  
 Colin Campbell of Glenorchy  
 Alexander MacPatrick Viccondochs  
 Colin's heirs  
 notarial record of promise of maintenance and manrent in general terms; Alexander promises to be 'ane swinly man for baytht the pairties' in case of dispute between Colin and his chief, Macgregor; and makes Colin and his heirs his assigns for his tacks of any lands, especially of the ten merkland of Wester Morinche, and also nominates them his executors. Colin excepts his allegiance to the earl of Argyll, Alexander to Macgregor; for Alexander's life.  
Taymouth Bk, 189-90.
- 12 no date nor place  
 Colin Campbell of Glenorchy  
 Neil Maccallum, parson of Lochawe  
 Neil's successors, friends and dependars  
 Colin's heirs  
 agreement by which Colin and his heirs would give maintenance to Neil, his successors and friends who would use Colin's counsel, in return for Neil's promise of service and calps for himself and his heirs in perpetuity. Contains two interesting clauses: first, that Colin and his heirs would 'staik them resonable for their swin payment of rmes and landis; and gif thair be only clarkis of them he to help.... them baytht be himself and at all wther handis that may help them'; and second, that this agreement should be kept secret until kindness on the one side and good service on the other should declare itself 'referring the qualefeing and dytting of the premissis in my absens to the Ladyis discretioun for I tak God to witness that my intent is plane without dwilnes'; 'the Lady' is presumably Campbell's wife.  
Taymouth Bk, 190-1.
- 13 1552, 11 March. Isle of Lochtay  
 James Stewart, s. of Walter of Ballindoran to Colin Campbell of Glenorchy  
 Alexander Dormond his heirs  
 Malcolm Dormond, younger Duncan Campbell, s. and h. of  
 kin, friends and parttakers Archibald of Glenlyon  
 his heirs  
 bond of manrent in general terms; includes promise 'to invade and persaw to the deid' Duncan Laudosach Macgregor, Gregor his son, and their accomplices because they are our deadly enemies and rebels. Allegiance to the earl of Menteith and lord Drummond excepted; for life.  
Taymouth Bk, 192 (fairly full text).

BREADALBANEMANRENT AND MAINTENANCE

- 14 1552, 2 May. Isle of Lochtay  
 Duncan Macgregor by Colin Campbell of Glenorchy  
 Gregor his son  
 their servants and accomplices  
 bond of maintenance in general terms, including forgiveness  
 for the past actions of the Macgregors against Colin,  
 providing they fulfill their bond of manrent made to Colin  
 and his heirs; Colin has given them the escheats of their  
 goods, which he purchased from the governor (Arran); and  
 the Macgregors, formerly rebels, are now in the queen's peace.  
Taymouth Bk, 193 (fairly full text).
- 15 1552, 1 August. Isle of Lochtay  
 Malcolm Robertson of Keirquhoun to Colin Campbell of Glenorchy  
 his heirs his heirs  
 notarial record of promise of service in general terms; given  
 for maintenance in all Malcolm's lawful actions, particularly  
 in his quarrel against James Campbell of Lawers; allegiance to  
 the earl of Argyll excepted; in perpetuity.  
 Buks of bandis (Colin), ff.1v-2r; Taymouth Bk, 194.
- 16 1552, 3 August. Isle of Lochtay  
 William Maccolcallum in Rannoch to Colin Campbell of Glenorchy  
 Malcolm his son his heirs  
 Donald roy Maccolcallum Glas  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; Maccolcallums have chosen Colin as their chief, renouncing  
 Macgregor their old chief; given for letter of maintenance;  
 in perpetuity.  
 Buks of bandis (Colin), f.2r-v; Taymouth Bk, 194-5  
 (fairly full text).
- 17 1552, 4 August. Isle of Lochtay  
 John Leech alias Campbell to Colin Campbell of Glenorchy  
 his heirs his heirs  
 notarial record of promise of manrent and calps in general  
 terms; for letter of maintenance; in perpetuity.  
 Buks of bandis (Colin), ff.2v-3r; Taymouth Bk, 195.
- 18 1552, 4 August. Isle of Lochtay  
 Malcolm Macean Vallych to Colin Campbell of Glenorchy  
 Donald his brother his heirs  
 Duncan Macneill Vicewin  
 William and Malcolm his brothers  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors have chosen Colin as their chief, renouncing  
 Macgregor; for letter of maintenance; in perpetuity.  
 Buks of bandis (Colin), f.3r-v; Taymouth Bk, 195-6.

BREADALBANEMANRENT AND MAINTENANCE

- 19 1552, 21 August. Isle of Lochtay  
 Gregor Macgregor s. of late James to Colin Campbell of Glenorchy  
 Macgregor, dean of Lismore his heirs  
 his heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors take Colin for their chief, renouncing  
 Macgregor; for bond of maintenance; in perpetuity.  
 Buks of bandis (Colin), ff3v-4r; Taymouth Bk. 196.
- 20 1552, 9 September. Isle of Lochtay  
 Donald beg Macacrom in the bray to Colin Campbell of Glenorchy  
 of Weem his heirs  
 Duncan and William his brothers  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors renounce Macgregor as chief; for bond of  
 maintenance; in perpetuity.  
 Buks of bandis (Colin), f.4v; Taymouth Bk. 25.
- 21 1552, 13 September. Achallader  
 Duncan Macgillemartin in Glenno to Colin Campbell of Glenorchy  
 Patrick, Malcolm, Archibald and his heirs  
 Donald his brothers  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors renounce Macgregor as chief; for bond of  
 maintenance; in perpetuity.  
 Buks of bandis (Colin), f.5r; Taymouth Bk. 196-7.
- 22 1552, 15 September. Achallader  
 John Macgillechrist Vickinley Viccouil to Colin Campbell of Glenorchy  
 Duncan his brother his heirs  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors renounce Macgregor as chief; for bond of  
 maintenance; in perpetuity.  
 Buks of bandis (Colin), f.5v; Taymouth Bk. 197.
- 23 1552, 4 November. Eileanran  
 Donald Macgillequhoan to Colin Campbell of Glenorchy  
 John, Patrick and Gillemartin his heirs  
 his sons  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors renounce Macgregor as chief; for bond of  
 maintenance; in perpetuity  
 Buks of bandis (Colin), f.6r; Taymouth Bk. 197.
- 24 1552, 4 November. Eileanran  
 John moir Makavir Glas to Colin Campbell of Glenorchy  
 John and Angus his sons his heirs  
 five others  
 their heirs  
 notarial record of promise of manrent and calps in general  
 terms; grantors renounce Macgregor as chief; for bond of  
 maintenance; in perpetuity.  
 Buks of bandis (Colin), f.6v; Taymouth Bk. 197.



BREADALBANEMANRENT AND MAINTENANCE

- 25 1552, 21 December. Candmoir of Lochtay  
 Duncan Maccaindew in to Colin Campbell of Glenorchy  
 Duncan and Malcolm his sons his heirs  
 their heirs  
 notarial record of promise of manrent and calps in general terms; grantors renounce Macgregor as chief; for bond of maintenance; in perpetuity.  
 Buks of bandis (Colin), f.7r; Taymouth Bk. 197.
- 26 1555, 6 May. Edinburgh  
 Colin Campbell of Glenorchy  
 James Campbell of Lawers  
 heirs of both parties  
 contract of maintenance and manrent in standard terms; James has made Colin and Katherine Ruthven his wife assigns to a letter of tak by the prior and convent of Charterhouse, Perth, of lands of Hatholonych and Craig; promises never to take any lands which Colin and his heirs possess. Colin promises to pay James 600 merks. Colin's allegiance to the earl of Argyll and his heirs is excepted, but he promises help to James in case Argyll, 'upoun sinister informatioun or utherwyss consave rancour' against him.  
Taymouth Bk. 198-9 (fairly full text).
- 27 1555, 24 May. Eileanran  
 Colin Campbell of Glenorchy  
 Ewir Campbell of Strachur  
 heirs of both parties  
 notarial record of promise of manrent in standard terms by Ewir in return for maintenance by Colin and Colin's renunciation of his claim to the five pound land of Ardkelye Wester in Glendochart; both except allegiance to the earl of Argyll.  
 Buks of bandis (Colin), f.7v; Taymouth Bk. 199.
- 28 1555, 3 August. Castle of Glenorchy  
 Duncan Macalastair Vicewin to Colin Campbell of Glenorchy  
 his heirs  
 bond of manrent in standard terms, including promise of calp; for maintenance; excepts allegiance to Macgregor; for life.  
 Buks of bandis (Colin), f.8r; Taymouth Bk. 200.
- 29 1559, 21 November. Balloch  
 Alexander Maclaren to Colin Campbell of Glenorchy  
 Duncan his son his heirs  
 seven other Maclarens  
 their heirs  
 notarial record of promise of manrent in standard terms, including promise of calps; for maintenance; in perpetuity.  
 Buks of bandis (Colin), f.9r.

BREADALBANEMANRENT AND MAINTENANCE

- 30 1560, 9 March. Balloch  
 Patrick Macconnachie Viccouil Macgregor to Colin Campbell of Glenorchy  
 in Inverzelly his heirs  
 John his brother  
 three other Macgregors  
 their heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; service to be at Colin's expense  
 until he 'stayk thame with sum rowmis or stedingis' whereby  
 they may serve him at their expense; for maintenance.  
 Buks of bandis (Colin), ff.9v-10r; Taymouth Bk, 202.
- 31 1560, 11 March. Near shore of west side of Lochearn  
 Patrick Maccouil Keir in Balquhiddar to Colin Campbell of Glenorchy  
 his heirs his heirs  
 notarial record of promise of manrent and calps in general terms;  
 for maintenance.  
 Buks of bandis (Colin), f.10r.
- 32 1560, 11 March. Near shore of west side of Lochearn  
 John Maccolcallum Vielauren to Colin Campbell of Glenorchy  
 Lauren, Malcolm elder and his heirs  
 Malcolm younger, his brother  
 twenty-two other Maclarens  
 in Balquhiddar  
 their heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; for maintenance.<sup>8</sup>  
 Buks of bandis (Colin), ff.10v.-11r; Taymouth Bk, 202-3.
- 33 1560, 9 September. In the house of John Mackinley Vicnab called Inchewyn  
 Duncan Comry to Colin Campbell of Glenorchy  
 Donald Macnicol his heirs  
 Nicol his brother  
 their heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; for maintenance.  
 Buks of bandis (Colin), f.11r.
- 34 1561, 15 February. Balloch  
 Donald Mackerlych Maccouil in to Colin Campbell of Glenorchy  
 Glenroy his heirs  
 Donald Macangus Macane Viccouil  
 Angus Maccouil Viccouil  
 their heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; for maintenance.  
 Buks of bandis (Colin), ff.12v-13r; Taymouth Bk, 204.<sup>9</sup>

8. This bond follows on the transference of the manrent of Clan Lauren by Archibald earl of Argyll to Campbell of Glenorchy on 8 November 1559: Taymouth Bk, 202-3.

9. In the entry in Taymouth Bk, the names of the grantors begin with Donald McAgleacherycht in Foss; this name does not appear in the Buks of bandis.

BREADALBANEMANRENT AND MAINTENANCE

- 35 1561, 17 April. Church of Strathfillan  
 Duncan Maccouil Keir in to Colin Campbell of Glenorchy  
 Balquhiddel his heirs  
 his heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; for maintenance.  
 Buks of bandis (Colin), f.13r.
- 36 1561, 17 April. Strathfillan  
 Donald piper Macdewar piper to Colin Campbell of Glenorchy  
 his heirs his heirs  
 notarial record of promise of manrent in standard terms,  
 including promise of calps; Donald promises to take Colin  
 as his adopted son; for maintenance.  
 Buks of bandis (Colin), f.13v; Taymouth Bk. 204.
- 37 1561, 3 June. Balloch  
 Clan Lauren by Colin Campbell of Glenorchy  
 their heirs his heirs  
 bond of maintenance in standard terms; given for the  
 Maclaren's manrent and calps; contains provision that if  
 any individual Maclaren fails to keep the bond, four of the  
 wisest and ablest men of the clan will reform the failure.  
 Buks of bandis (Colin), f.14r-v.
- 38 1561, 4 July. Eileanran  
 Colin Campbell of Glenorchy  
 Duncan Campbell of Lix  
 Ewin his son  
 heirs of both parties  
 contract of maintenance and manrent in standard terms; Colin  
 bound himself to protect Duncan and Ewin in the possession of  
 the lands they hold of the prior of the Charterhouse, Perth;  
 in perpetuity.  
 Buks of bandis (Colin), ff.14v-15r; Taymouth Bk. 205.
- 39 1562, 1 August. Castle of Glenorchy  
 Colin Campbell of Glenorchy to Colin Campbell of Glenorchy  
 John dubh Maccuilaide in Braikie his heirs  
 in Kinlochtollive  
 Donald dubh and Malcolm his brothers  
 heirs of both parties  
 contract of maintenance and manrent in general terms, including  
 promise of calps; given by Maccuilaide for their weal and  
 prosperity.  
 Buks of bandis (Colin), f.20v; Taymouth Bk. 205.

BREADALBANEMANRENT AND MAINTENANCE

- 40 1563, 25 April. Balloch  
Colin Campbell of Glenorchy  
Ranald Macranald Maccouilglas of Cappycht  
heire of both parties  
Ranald's friends, servants and parttakers.  
contract mainly concerned with Colin's lease to Ranald of  
the twenty pound land of Rannoch, part of which was escheated  
by the Macgregors, but including promises of maintenance and  
service in general terms; allegiance to the earl of Argyll  
is excepted by Colin.  
Taymouth Bk. 206-8 (fairly full text).<sup>10</sup>
- 41 1563, 6 May. Castle of Glenorchy  
Colin Campbell of Glenorchy  
John og MacIain Abrach of Glencoe  
contract of maintenance and manrent; John excepts allegiance  
to the earl of Argyll; contract to be void if he does not  
instantly serve against Clan Gregor.  
Taymouth Bk. 208.
- 42 1563, 21 June. Castle of Glenorchy  
Colin Campbell of Glenorchy  
John dubh Macgillevernan  
John dubh his son  
heire of both parties  
contract of maintenance and manrent in standard terms; the  
Macgillevernans take Colin as filium adoptivum.  
Buke of bandis (Colin), f.15v; Taymouth Bk. 209.
- 43 1566, 8 November. Eileanran  
Colin Campbell of Glenorchy  
James Stewart in the Port (? of Monteith)  
contract of maintenance and manrent.  
Taymouth Bk. 211.
- 44 1569, 16 April. Balloch  
Colin Campbell of Glenorchy  
Donald Macquean younger in Culdar  
heire of both parties  
contract of maintenance and manrent in standard terms,  
including promise of calps; in perpetuity.  
Buke of bandis (Colin), f.16r.
10. On 12 August 1569, Ranald renounced his right to part of the land of  
Rannoch; Colin took over his annual payment of forty merke per annum  
for his tack of the parsonage and rectory of Kilmonavaig given by  
John commendator of Ardochatten for five years, and promised to try  
to have the tack renewed, failing which he would pay Ranald forty merke  
per annum for life. For this Ranald would give the service agreed in  
the contract of 1563: Taymouth Bk. 214-5.

BREADALBANEMANRENT AND MAINTENANCE

- 45 1569, 18 August. Balloch  
Colin Campbell of Glenorchy  
Patrick Macqueen in Fortingall  
Alexander his son and heir  
heirs of both parties  
contract of maintenance and manrent in standard terms,  
including promise of calps and Patrick's assignation to  
Colin of twenty merks to be paid on his death; in perpetuity.  
Buke of bandis (Colin), f.16v.
- 46 1570, 4 December. Balloch  
Colin Campbell of Glenorchy  
John Stewart of Appin  
contract of maintenance and manrent; allegiance to the earls  
of Argyll excepted by both.  
Taymouth Bk, 215.
- 47 1573, 22 May. Killin  
Clan Lauren: ninety-nine names to Colin Campbell of Glenorchy  
their heirs his heirs  
notarial record of promise of manrent in standard terms,  
including promise of calps; for maintenance.  
Buke of bandis (Colin), f.17r-v; Taymouth Bk, 216-8.
- 48 1573, 22 May. Killin  
Clan Lauren by Colin Campbell of Glenorchy  
their heirs  
bond of maintenance, given for the above bond of manrent;  
most of this bond is concerned with the MacLaurens'  
obligation to Colin, and the provision that if any of them  
break their bond, the matter will be remedied by the most  
able men of the surname, naming eleven people, and by Colin;  
also that if any of the clan or their heirs claim that they  
are not bound by the bond, then Colin will not be bound to  
defend the clan.  
Buke of bandis (Colin), ff.17v-18r; Taymouth Bk, 216.
- 49 1574, 29 November. Balloch  
Colin Campbell of Glenorchy  
John Macchruiney in Kirkton of Balquhidder  
Malcolm piper Macchruiney in Craigroy  
heirs of both parties  
notarial record of promise of maintenance and manrent in  
standard terms, including promise of calps.  
Buke of bandis (Colin), ff.17v-18r.
- 50 1580, 26 October. Balloch  
Dougal Macsorley Vicedougall to Colin Campbell of Glenorchy  
Alan, Sorley, John, Ewin and s. and h. Duncan  
Duncan, his sons their heirs  
their heirs  
bond of manrent in standard terms, including promise of calps;  
allegiance to the earls of Argyll excepted; for bond of  
maintenance.  
Buke of bandis (Duncan), f.46v; Taymouth Bk, 223.

BREADALBANEMANRENT AND MAINTENANCE

- 51 1581, 6 January. Perth  
Colin Campbell of Glenorchy  
s. and h. Duncan  
John Maccewin in Ediramuikie  
James Maccewin in Kaindmok, his brother  
heirs of both parties  
contract of maintenance and manrent; Campbells acknowledge  
Maccewins to be kindly tenants of the said lands, and bind  
themselves to maintain them therein, and to reserve this from  
any agreement they may make with James Menzies of that ilk;  
they agree to provide food for men and horses when they require  
service from the Maccewins, and to give each of them a yearly  
fee of £10 until they obtain their lands.  
Buke of bandis (Duncan), ff.28v-29r; Taymouth Bk. 224-5.
- 52 1584, 24 October. Drumblair  
Walter Macpherson in Silvercrag to Duncan Campbell of Glenorchy  
in Glastun his heirs  
bond of manrent in standard terms, including promise of  
calp; excepts allegiance to Argyll; given because his late  
father had made bonds of manrent and calps to Duncan's  
predecessors.  
Buke of bandis (Duncan), f.23r.
- 53 1585, 20 March. Balloch  
Duncan Campbell of Glenorchy  
Donald Robertson fiar of Struan  
contract of maintenance and manrent in standard terms; Donald  
is bound to cause the tenants of the lands and barony of  
Fernan to serve the earl of Argyll and Duncan; both except  
their allegiance to Argyll.  
Buke of bandis (Duncan), f.23v; Taymouth Bk. 230.
- 54 1585, 20 May. Eileanran  
Dougal Davison Macgregor to Duncan Campbell of Glenorchy  
his heirs  
bond of manrent in standard terms, including promise of calp;  
for bond of maintenance.  
Buke of bandis (Duncan), f.24v.
- 55 1585, 8 June. Balloch  
Donald Macvicar in Ardeonaig to Duncan Campbell of Glenorchy  
Robert Macvicar there his heirs  
their heirs  
bond of manrent, in standard terms, including promise of calps;  
for bond of maintenance.  
Buke of bandis (Duncan), f.19r.
- 56 1585, 10 June. Balloch  
Finlay Macavoirech to Duncan Campbell of Glenorchy  
his heirs his heirs  
bond of manrent in standard terms, including promise of calps;  
for bond of maintenance.  
Buke of bandis (Duncan), f.19r.

BREADALBANEMANRENT AND MAINTENANCE

- 57 1585, 15 June. Eileanran  
Alastair Macrostie in to Duncan Campbell of Glenorchy  
Coirecharvaig his heirs  
his heirs  
bond of manrent in standard terms, including promise of calps;  
Alastair makes Duncan and his heirs and Malcolm Macrostie in  
Corquhin heirs to all his property; for bond of maintenance.  
Buke of bandis (Duncan), f.19v; Taymouth Bk, 231.
- 58 1585, 15 June. Balloch  
Patrick MacJames Vicillelroy to Duncan Campbell of Glenorchy  
in Littletrochry his heirs  
his heirs  
bond of manrent in standard form, including promise of calps;  
for bond of maintenance.  
Buke of bandis (Duncan), f.19v.
- 59 1585, 15 June. Eileanran  
Donald MacIierseath in to Duncan Campbell of Glenorchy  
Auchinchearden his heirs  
Gillespie MacAndrew there  
his heirs  
bond of manrent in standard terms, including promise of calps  
and bairn's part of gear.  
Buke of bandis (Duncan), f.20r.
- 60 1585, 30 June. Killin  
Donald Mackey in Monteith to Duncan Campbell of Glenorchy  
his heirs his heirs  
bond of manrent in standard terms, including promise of calps  
and bairn's part of gear; for bond of maintenance.  
Buke of bandis (Duncan), f.20v.
- 61 1585, 3 July. Balloch  
Duncan Campbell of Glenorchy  
Donald Leche alias Campbell  
heirs of both parties  
contract of maintenance and manrent in standard terms,  
including promise of calps; Donald is bound because his  
predecessors had given bonds of manrent to the Campbells  
of Glenorchy; and he renounces all other bonds made  
contrary to this.  
Buke of bandis (Duncan), f.26r-v.

BREADALBANEMANRENT AND MAINTENANCE

62 1585, 5 July. Balloch

Gregor Macconnachie Macgregor  
in Rore in Glenlyon  
Alastair Macowin Macconnachie there  
Gregor Macolcallum in Inverbar in  
Glenlyon  
Duncan and William Macgregor in  
Killdie, his sons  
their heirs

to Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms, including obligation to  
renounce Macgregor as their chief if he should attack Duncan  
and his heirs and tenants, and invade their lands, and to  
support Duncan against him; made because their predecessors  
had granted a similar bond to the late Colin Campbell of  
Glenorchy.

Buke of bandis (Duncan), f.21r; Jaymouth Bk. 232.

63 1585, 6 July. Eileanran

John roy Macnab in Ardinargale  
his heirs

to Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms, including promise of calps;  
John remits all actions of warrandice of lands by the late  
Colin Campbell of Glenorchy against him, his father and his  
grandfather.

Buke of bandis (Duncan), f.21v.

64 1585, 6 July. Balloch

Farquhar Macconnachie Vicfarquhar  
his heirs

To Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms; for maintenance.

Buke of bandis (Duncan), f.27r.

65 1585, 9 July. Eileanran

Ewin Macconnachie Maccouil  
in Ardcharnais  
John his brother  
their heirs

to Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms, including promise of calps;  
for bond of maintenance.

Buke of bandis (Duncan), f.22r.

66 1585, 10 July. Balloch

Donald Macillegail in Ardeonaig  
his heirs

to Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms, including promise of calps  
and bairn's part of gear.

Buke of bandis(Duncan), f.22v.

67 1585, 10 July. Balloch

Dougal Macillegail  
his heirs

to Duncan Campbell of Glenorchy  
his heirs

bond of manrent in standard terms, including promise of calps.

Buke of bandis (Duncan), f.22v.



BREADALBANEMANRENT AND MAINTENANCE

- 68 1585, 15 July. Balloch  
 John Macseane Viceane in Glenquaich to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.25v.
- 69 1585, 15 July. Balloch  
 Alastair Macgregor in Sornay to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.25v.
- 70 1585, 16 July. Balloch  
 John Maccolcallum Comrie in to Duncan Campbell of Glenorchy  
 Tartrone in Balquhiddar his heirs  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.26r.
- 71 1585, 18 July. Killin  
 Robert Maccolcallum Macvicar in to Duncan Campbell of Glenorchy  
 Ardeonaig his heirs  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.20r.
- 72 1585, 3 August. Eileanran  
 Gillemorie Macillevollich to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 given for maintenance, and in particular because Duncan has  
 promised to negotiate on his behalf with the earl of Atholl  
 and the friends of 'umquhile....' slain by him (name of the  
 victim left blank in the text).  
 Buks of bandis (Duncan), f.27r; Taymouth Bk, 233.
- 73 1585, 4 August. Eileanran  
 Clan Macillevean (in rubric): to Duncan Campbell of Glenorchy  
 eight names in text his heirs  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.27v; Taymouth Bk, 233-4.

BREADALBANEMANRENT AND MAINTENANCE

- 74 1585, 23 August. Balloch  
 Neil Macgregor, son of Gregor to Duncan Campbell of Glenorchy  
 Macolcallum in Glenlyon his heirs  
 Duncan Macgregor younger in  
 Glenlyon, son of Duncan Clerk  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.27v.
- 75 1585, 19 September. Balloch  
 John MacJames Macgregor in to Duncan Campbell of Glenorchy  
 Dunderawe his heirs  
 his heirs  
 bond of manrent in standard terms; for maintenance  
 Buks of bandis (Duncan), f.28r.
- 76 1585, 27 September. The east end of Lochtay  
 Malcolm roy Macgregor in to Duncan Campbell of Glenorchy  
 Tomant-seagail his heirs  
 Robert Macgregor at the kirk  
 of Dull  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.28r.
- 77 1585, 16 November. Balloch  
 John dubh Macoleis in Ardhalyis to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.29v.
- 78 1585, 17 November. Balloch  
 John MacWilliam Macqueen to Duncan Campbell of Glenorchy  
 in Cambrissarnay his heirs  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.30v.
- 79 1586, 23 January. Balloch  
 John Campbell, son of the late to Duncan Campbell of Glenorchy  
 John Campbell of Murthly his heirs  
 presently in Tomant-seagail  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.32r; Taymouth Bk, 235,  
 (wrongly dated 20 January).

BREADALBANEMANRENT AND MAINTENANCE

- 80 1586, 24 January. Balloch  
 John Campbell, tutor of Inverawe to Duncan Campbell of Glenorchy  
 his heirs  
 bond of manrent in standard terms, to last during the minority  
 of the earl of Argyll; allegiance to the earls of Argyll  
 excepted; for maintenance.  
 Buks of bandis (Duncan), f.32v; Taymouth Bk, 235.
- 81 1586, 31 January. Eileanran  
 Donald Macconnachie Vicfarquhar in Roro to Duncan Campbell of Glenorchy  
 his heirs  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.33r.
- 82 1586, 1 February. Dunkeld  
 Donald Pettie in Ardetie his heirs to Duncan Campbell of Glenorchy  
 his heirs  
 bond of manrent in standard terms, including promise of calps,  
 and promise to visit their chief's house twice in the year with  
 sufficient gifts, and to bring as many of his surname and  
 friends as he can to bind themselves likewise to Duncan;  
 for maintenance.  
 Buks of bandis (Duncan), f.33v; Taymouth Bk, 236.
- 83 1586, 20 February. Balloch  
 John Keir Mackenn Vicconnachie Viedougall in Finnart in Rannooh Sorley and Duncan Mackenn  
 Viceconnachie Viedougall there their heirs  
 their surname and friends  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.34r.
- 84 1586, 14 March. The port of Lochtay  
 Robert Wright<sup>11</sup> his sons to Duncan Campbell of Glenorchy  
 his heirs  
 their heirs  
 bond of manrent in standard terms, including promise of calps,  
 and promise to visit their chief's house once in the year with  
 sufficient gifts, and to help at their power when Duncan and  
 his heirs have lands to buy or redeem, daughters to marry, or  
 any other good cause; allegiance to the masters of their  
 grounds and malings excepted; for maintenance.  
 Buks of bandis (Duncan), f.34v; Taymouth Bk, 236.

11. In the separate list of names of those who made bonds of manrent to Duncan, this man is described as Robert Wright in Aberfeldy.

BREADALBANEMANRENT AND MAINTENANCE

- 85 1586, 20 March. Balloch  
 Thomas Monteith in Ballilaikathe to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.34r.
- 86 1586, 18 April. (no place)  
 Duncan Glas Macgillechrist Vicevir to Duncan Campbell of Glenorchy  
 Gillechrist Maccolcallum Vicevir his heirs  
 John Glas Macgillechrist Vicevir  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.35r.
- 87 158-, 18 April. Finlarig  
 Malcolm dubh Macgillechrist Vicevir to Duncan Campbell of Glenorchy  
 in Achallader his heirs  
 Duncan Glas Macgillechrist Vicevir  
 in Largmoir<sup>12</sup>  
 Gillechrist and John Macgillechrist  
 Vicevir  
 their heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; allegiance to the earle of Argyll  
 excepted; for maintenance.  
 Buks of bandis (Duncan), f.47v. (The last part of the  
 date is obscured by a mark on the folio; but in view of  
 the previous bond of the same date by the same family,  
 1586 seems likely).
- 88 1586, 28 April. Eileanran  
 Stewarts in Balquhiddar: to Duncan Campbell of Glenorchy  
 fourteen names his heirs  
 their heirs  
 their surname and friends  
 bond of manrent in standard terms, including promise of calps;  
 to repair Campbell's honour, after their murder of his servant  
 John Maccolcallum Comry, whose family had been of kind mind  
 to the Campbells of Glenorchy; allegiance to the earle of  
 Argyll and the masters of their grounds and malings excepted. <sup>13</sup>  
 Buks of bandis (Duncan), f.35r-v; Taymouth Bk. 236-7.
12. On 1 May 1586 Duncan made a further bond to Duncan Campbell of  
 Glenorchy, in which, because of the great sums of money he owed to  
 Campbell, he made him and his heirs assigns of all his goods, moveable  
 and immoveable; Campbell allowed him the profits on his goods for life,  
 for his sustenance; on his death, the goods would go absolutely to  
 Campbell and his heirs. Buks of bandis (Duncan), f.49v.
13. On the same date, the Stewarts made a further bond to Duncan Campbell  
 of Glenorchy promising him a bairn's part of gear; Buks of bandis  
 (Duncan), f.39v.

BREADALBANEMANRENT AND MAINTENANCE

- 89 1586, 28 April. Eileanran  
Stewarts in Balquhiddar                      by Duncan Campbell of Glenorchy  
their heirs                                      his heirs  
bond of maintenance in general terms, given in return for the  
above bond of manrent.  
Buke of bandis (Duncan), f.35v.
- 90 1586, 1 May. Balloch  
Malcolm Macdonald beg in Ardeonaig              to Duncan Campbell of Glenorchy  
Patrick Maccolcallum Vicdonald              his heirs  
their heirs  
bond of manrent in standard terms, including promise of calps;  
for maintenance.  
Buke of bandis (Duncan), f.40r.
- 91 1586, 28 May. Balloch  
Duncan Campbell of Glenorchy  
William Shaw of Knockhill  
Henry Shaw of Cambusmoir  
heirs of both parties  
contract of maintenance and manrent in standard terms, made  
because the grantors are mindful of their duty to the king,  
and in order to suppress malefactors and oppressors; Duncan  
promises to defend the tenants of the Shaws' lands, in the  
stewartry of Menteith; and the Shaws promise that their  
tenants will serve Duncan in the same manner as his own  
in hosting and hunting; allegiance to the earls of Argyll  
excepted by both.  
Buke of bandis (Duncan), ff.36r-37v; Taymouth Bk, 237-9.
- 92 1586, 22 August. Eileanran  
Duncan Campbell of Glenorchy  
Alexander Reidheuch, fiar of Cultabraigian  
heirs of both parties  
Reidheuch's adherents  
contract of maintenance and manrent in standard terms, made for  
the same reason as the preceding bond; Duncan promises to  
defend Reidheuch's tenants, and Reidheuch promises that they  
will serve Duncan; allegiance to the earls of Argyll excepted  
by both.  
Buke of bandis (Duncan), ff.37v-39r; Taymouth Bk, 239.  
This contract also survives as a separate document:  
SR0, Breadalbane Muniments, GD 112/24/1 (1538-1710).

BREADALBANEMANRENT AND MAINTENANCE

- 93 1586, 15 December. (no place)  
 John Makavir in Murlagenmore to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear, this last being granted by John and  
 Isabel VicRobert his wife; allegiance to the earls of Argyll  
 excepted; for maintenance.  
 Buks of bandis (Duncan), f.40r-v.
- 94 1586, 16 December. Finlarig  
 John Macbean in Ardeonaig to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; allegiance to the earls of Argyll  
 excepted; for maintenance.  
 Buks of bandis (Duncan), f.41r.
- 95 1586, 20 December. Killin  
 Walter Macdonald Risch in to Duncan Campbell of Glenorchy  
 Stank in Balquhiddel his heirs  
 Donald, Walter, Dougal, Malcolm  
 and John Macdonald Risch  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.41v.
- 96 1586, 24 December. Balloch  
 Donald MacLaren in the Ard in to Duncan Campbell of Glenorchy  
 Glenlyon his heirs  
 his heirs  
 bond of manrent and calps in general terms; for maintenance.  
 Buks of bandis (Duncan), f.43r.
- 97 1586, 26 December. Balloch  
 John Macgillecallum Viclarich to Duncan Campbell of Glenorchy  
 four others his heirs  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 grantors promise that those who have houses of their own will  
 visit their chief's house with sufficient gifts twice each  
 year; for bond of maintenance.  
 Buks of bandis (Duncan), f.42r; Taymouth Bk, 240.
- 98 1586, 31 December. Killin  
 Donald Macintyre in Bonnik in to Duncan Campbell of Glenorchy  
 Glenlednock his heirs  
 his heirs  
 bond of manrent and calps in general terms; excepts master  
 of his grounds and malings; for bond of maintenance.  
 Buks of bandis (Duncan), f.42v.

BREADALBANEMANRENT AND MAINTENANCE

- 99 (71587), 27 March. Balloch  
 Duncan Campbell of Glenorchy  
 Dougal Macdougall of Dunnolly  
 heirs of both parties  
 their kin, friends and servants  
 contract of maintenance and manrent in standard terms;  
 allegiance to the earl of Argyll excepted by both;  
 in perpetuity.  
 SR0, Breadalbane Muniments, GD 112/24/1 (1538-1598).<sup>14</sup>

- 100 1587, 3 May. Finlarig  
 Duncan Campbell of Glenorchy  
 Dougal Macdougall of Dunnolly  
 Alan Macdougall of Ragarra  
 bond described as 'of friendship and manrent', ratifying all  
 former bonds; Dougal and Alan promise to attend Duncan at  
 conventions and hosting in the highlands according to the  
 custom of their forbears in watching and conveying them night  
 and day to and from their camps and lodgings.  
Taymouth Bk, 241.

- 101 1587, 20 May. Balloch  
 Duncan Campbell of Glenorchy  
 Patrick Lerag of Appinadward (?Appin of Dow)  
 Patrick and John his sons  
 heirs of both parties  
 bond of maintenance and manrent in standard terms; Patrick  
 and his sons promise their calps and a yearly gift; they  
 except their allegiance to the master of their ground.  
 Buke of bandis (Duncan), f.50r.

- 102 1587, 10 September. Balloch  
 Duncan Campbell of Glenorchy  
 Gilchrist Maclean Vicincol  
 heirs of both parties  
 bond of maintenance and manrent in standard terms; Maclean  
 promises calps and a yearly gift; he excepts allegiance to  
 the master of his ground.  
 Buke of bandis (Duncan), f.50v.

14. The date of this contract is given as '1<sup>m</sup> v<sup>c</sup> thriescoir sewin yeirle';  
 but in 1567 the laird of Glenorchy was Colin, and it seems probable  
 that it is a mistake for fourescore. The notary who wrote this contract  
 deserves mention; for he had the delightful if remarkable name of  
 'Socrates macsewin vccoule'.

BREADALBANEMANRENT AND MAINTENANCE

- 103 1587, 20 September. Finlarig  
 John Dormound of Drungie to Duncan Campbell of Glenorchy  
 John his son and heir his heirs  
 John Macdormound in Ballienacrew  
 John Maccallum Viedormound in  
 Wester Dounfallendie  
 their heirs  
 bond of manrent and calps in general terms; given because  
 their predecessors had been bound to Duncan's predecessors,  
 and for Duncan's maintenance.  
 Buks of bandis (Duncan), f.45r; Jaymouth Bk, 241.
- 104 1587, 20 October. Perth and Monzie.  
 Patrick Glas in Crieff to Duncan Campbell of Glenorchy  
 Patrick his son his heirs  
 Thomas his brother  
 four others  
 their heirs  
 bond of manrent and calps in general terms; for maintenance. <sup>15</sup>  
 Buks of bandis (Duncan), f.43r.
- 105 1587, 1 November. Finlarig  
 John Bell in Wester Kinlands to Duncan Campbell of Glenorchy  
 Thomas Bell in Cande his brother his heirs  
 their heirs  
 bond of manrent and calps in general terms; for maintenance.  
 Buks of bandis (Duncan), f.43v.
- 106 1587, 8 November. Finlarig  
 John Macnicol VicAngus to Duncan Campbell of Glenorchy  
 eight others in Achallader his heirs  
 their heirs  
 bond of manrent and calps in general terms; for maintenance.  
 Buks of bandis (Duncan), f.44r; Jaymouth Bk, 242.
- 107 1587, 12 November. The Candmoir  
 Andrew Stewart in Gartnafoir to Duncan Campbell of Glenorchy  
 John his brother in Kirkton of his heirs  
 Balquhiddie  
 three others  
 their heirs  
 bond of manrent and calps in general terms; promise to supply  
 Duncan in any honourable cause for the relief of lands and  
 honour of his house, and to cause as many of their surname and  
 friends as they can to make bonds of manrent; except allegiance  
 to the earls of Argyll and masters of their malings and  
 steadings.  
 Buks of bandis (Duncan), f.44r-v; Jaymouth Bk, 243.

15. To underline the fact that this bond was made in two places, it is dated 'the xx and tuentie daie respective of October'. On the same day, Patrick Glas in Crieff made a further bond to Duncan Campbell of Glenorchy, promising to pay him ten merke per annum for his maintenance.



BREADALBANEMANRENT AND MAINTENANCE

- 108 1587, 13 December. Balloch  
 Duncan Campbell of Glenorchy  
 Alastair Macdonald of Gargawath  
 heirs of both parties  
 Alastair's kin, friends and servants  
 contract of maintenance and manrent in standard terms, made  
 because of similar bonds between their predecessors: (see  
 Breadalbane 40); Duncan promises to obtain the tack of the  
 kirk of Kilmonavaig which Alastair's father had from the  
 commendator of Ardochattan, and if he fails, to pay Alastair  
 forty marks per annum; Alastair promises that should the  
 Clan Gregor attack Duncan, he will give him support as his  
 father did to Colin Campbell of Glenorchy; allegiance is  
 excepted to the earls of Argyll by Duncan, and to the  
 superior of his native rooms in Lochaber by Alastair;  
 in perpetuity.  
 SR0, Breadalbane Muniments, GD 112/24/1 (1538-1598).
- 109 1588, 5 May. Mondry  
 George Graham of Rednoch to Duncan Campbell of Glenorchy  
 bond to Duncan against all except the authority and the earls  
 of Argyll and Monteith; presumably manrent.  
Taymouth Bk, 243.
- 110 1588, 17 October. Balloch  
 Donald dubh Macconnachie Vicalastair to Duncan Campbell of Glenorchy  
 Archibald his brother his heirs  
 their heirs  
 bond by which the grantors renew the bond of manrent and  
 calps in general terms made to Colin Campbell of Glenorchy.  
 Buks of bandis (Colin), f.20r.
- 111 1590, 31 March. Finlarig  
 Alastair Macrobert moir in by Duncan Campbell of Glenorchy  
 Ruynacraig in Strachur his heirs  
 his heirs  
 bond of maintenance in standard terms; allegiance to earls of  
 Argyll excepted; given for Alastair's bond of manrent and  
 calps and promise to visit Duncan's house with presents twice  
 in the year - a promise which is not in Alastair's bond, which  
 was made on the following day.  
 Buks of bandis (Duncan), f.48r.
- 112 1590, 1 April. Finlarig  
 Alastair Macrobert moir to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; excepts allegiance to the laird of  
 Baquhoirnan and the master of his grounds; for maintenance.  
 Buks of bandis (Duncan), f.48r.

BREADALBANEMANRENT AND MAINTENANCE

- 113 1590, 16 April. Finlarig  
 Duncan Macean dubh in Duncross to Duncan Campbell of Glenorchy  
 Dougal his son his heirs  
 their heirs  
 their followers  
 bond of manrent in standard terms, including promise of calps;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.45v.
- 114 1591, 5 May. Ferloquhane  
 Duncan Campbell of Glenorchy  
 Angus Macallan apparent of Eilean Tioram  
 bond of maintenance and manrent; allegiance to the earls of  
 Argyll excepted by both.  
Taymouth Bk, 247.
- 115 1591, 5 May. Ferloquhane  
 Duncan Campbell of Glenorchy  
 Alan Macdonald dubh of Lochiel  
 bond of maintenance and manrent; Alan promises to restore  
 all goods belonging to Duncan or his tenants that come  
 within his bounds, or the thieves thereof; allegiance  
 excepted to the earls of Argyll by both, and to the earl of  
 Huntly by Alan.  
Taymouth Bk, 247-8.
- 116 1591, 11 June. (no place)  
 John Macean in Ardeonaig to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; for maintenance.  
 Buks of bandis (Duncan), f.46r.
- 117 1591, 11 June. Finlarig  
 John Macnie in Ardeonaig to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in general terms, including promise of calps  
 and bairn's part of gear; for maintenance, Duncan excepting  
 the earls of Argyll.  
 Buks of bandis (Duncan), f.59v.
- 118 (no place or date; 1591 at top of folio)  
 John dubh Macconnachie, tutor of to Duncan Campbell of Glenorchy  
 Inverawe his heirs  
 his heirs  
 bond of manrent in general terms, including promise to serve  
 Duncan in hosting and hunting and help him home with the wine  
 every summer; given because Duncan has greatly assisted him  
 to get the seven merkland of Ardeonaig formerly held by  
 Donald Mackerlych.  
 Buks of bandis (Duncan), f.47r; Taymouth Bk, 248-9.

BREADALBANEMANRENT AND MAINTENANCE

- 119 1592, 8 November. Balloch  
 Duncan Campbell of Glenorchy  
 John Macceandvig in Schyane  
 heirs of both parties  
 bond of maintenance and manrent in standard terms; John  
 promises calps and yearly gift, and excepts the master of  
 his ground.  
 Buks of bandis (Duncan), ff.49-50r.
- 120 1592, 15 December. Balloch  
 John dubh Mackinley Bane to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; for maintenance.  
 Buks of bandis (Duncan), f.51r.
- 121 1593, 1 March. Finlarig  
 Donald Makissag in Dalgardie to Duncan Campbell of Glenorchy  
 John dubh Makissag in the moor his heirs  
 of Glenlyon  
 their heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear; excepts allegiance to master of  
 their grounds and malings; for bond of maintenance.  
 Buks of bandis (Duncan), f.52v.
- 122 1593, 5 March. Finlarig  
 Duncan Campbell of Glenorchy  
 Duncan Bischof alias Campbell  
 heirs of both parties  
 bond of maintenance and manrent in standard terms; Duncan  
 Bischof promises calps and, with the consent of his wife,  
 bairn's part of gear and a sufficient gift once or twice  
 a year; Duncan of Glenorchy promises especially to defend  
 Bischof in any right of lands he may get from the laird of  
 Moncrief or Donald Macqueen.  
 Buks of bandis (Duncan), f.51v; Taymouth Bk. 249.
- 123 1593, 20 April. Finlarig  
 Ewin Tan in Culdar to Duncan Campbell of Glenorchy  
 his sons (space left for names) his heirs  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 allegiance to master of their grounds and malings excepted;  
 for bond of maintenance.  
 Buks of bandis (Duncan), f.52v.
- 124 1593, 13 August. Finlarig  
 Alexander Macgregor to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 excepts master of his rooms and possessions.  
 Buks of bandis (Duncan), f.52v.

BREADALBANEMANRENT AND MAINTENANCE

- 125 1594, 18 July. Finlarig  
Donald Maclellan Vikiesag to Duncan Campbell of Glenorchy  
his heirs his heirs  
bond of manrent in standard terms, including promise of calps;  
also promise to visit Duncan's house once in the year with a  
sufficient gift, and give help at his and his heirs' power  
when Duncan has land to buy or daughters to marry; allegiance  
to master of his rooms and possessions excepted; for bond of  
maintenance.  
Buke of bandis (Duncan), f.53v.
- 126 1594, 18 July. Finlarig  
Angus Macnaughten in the moor to Duncan Campbell of Glenorchy  
of Glenlyon his heirs  
his heirs  
bond of manrent in standard terms, including promise of calps;  
also promise to visit Duncan's house once in the year with a  
sufficient gift, and give help at his and his heirs' power when  
Duncan has land to buy or daughters to marry; allegiance to  
master of his rooms and possessions excepted; for bond of  
maintenance.  
Buke of bandis (Duncan), f.55r.
- 127 1594, 8 August. Finlarig  
Duncan Maclean Vicconnachie to Duncan Campbell of Glenorchy  
Vicillecallum Vicintyre in his heirs  
Ardturs in Appin  
four other Macintyres  
(rubric: Clan Tyre in Lorn)  
their heirs  
bond of manrent in standard terms, including promise of calps;  
this renews bond of manrent and calps made in perpetuity to  
Colin Campbell of Glenorchy after the murder of his uncle  
John Macillintaig, when they delivered the principal committer  
of the crime, John roy Macintyre, to be punished by Colin at  
his will, and chose Colin and his heirs as their chiefs and  
masters; for maintenance.  
Buke of bandis (Duncan), f.54r-v.
- 128 1594, 15 August. Finlarig  
Patrick og Macqueen, minister at to Duncan Campbell of Glenorchy  
Rothsay  
his heirs  
bond of manrent in standard terms; given because of former bonds  
of manrent made by his father Patrick og, his uncle Donald og,  
and others their friends and forbears, to Duncan and his  
predecessors, and because of Duncan's good will towards him,  
especially in giving him possession of the lands of Easter  
Tenaif, which he promises not to dispose of without Duncan's  
consent.  
Buke of bandis (Duncan), ff.55v-56r; Taymouth Bk, 250-1.

BREADALBANEMANRENT AND MAINTENANCE

- 129 1594, 15 August. Finlarig  
 Patrick og Macqueen by Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of maintenance in standard terms; allegiance to the  
 earls of Argyll excepted; given for above bond of manrent  
 and calps and baish's part of gear.  
 Buks of bandis (Duncan), f.56v.
- 130 1594, 18 August. Finlarig  
 Donald Macillevallich in to Duncan Campbell of Glenorchy  
 Middle Lix his heirs  
 his heirs  
 bond of manrent in standard terms, including promise of calps;  
 excepts master of his rooms and possessions.  
 Buks of bandis (Duncan), f.56a.16
- 131 1594, 21 August. Finlarig.  
 Duncan Campbell of Glenorchy  
 Patrick Macdonald Vicewin Vicgillechrist Viclauren,  
 son of the late Donald Macewin  
 heirs of both parties.  
 bond of maintenance and manrent in standard terms; Patrick  
 promises calps and a yearly gift, and excepts the master of  
 his rooms and possessions.  
 Buks of bandis (Duncan), f.56v.
- 132 1594, 1 September. The Candemoir  
 John Macewin in Fintollie to Duncan Campbell of Glenorchy  
 in Glanlednock his heirs  
 Donald Macewin and Donald Macewin  
 younger in Ballienacoule  
 their heirs  
 bond of manrent in standard terms, including promise of calps  
 and yearly gift; for maintenance.  
 Buks of bandis (Duncan), f.57r.
- 133 1594, 20 November. Weem  
 David Macduff of Fandowie to Duncan Campbell of Glenorchy  
 four others his heirs  
 their heirs  
 bond of manrent in standard terms, including promise of a  
 yearly gift and help, according to their rank and power, when  
 Duncan has daughters to marry or lands to buy to infest his  
 sons; for maintenance.  
 Buks of bandis (Duncan), f.57v; Taymouth Bk, 251.
16. This bond is repeated on f.59r, in a shorter form, but including  
 the clause that it was made for Duncan's maintenance.

BREADALBANEMANRENT AND MAINTENANCE

- 134 1595, 14 August. Balloch  
James Douglas in Allachane in Strathbanan his heirs to Duncan Campbell of Glenorchy his heirs  
bond of manrent and calps in general terms; excepts master of his ground; for maintenance.  
Buke of bandis (Duncan), f.58r.
- 135 1595, 28 August. Finlarig  
Duncan Campbell of Glenorchy  
William Reddoch of Drumlaichochane  
John his son and heir  
contract by which Duncan is bound to maintain Reddochs, and in return they oblige themselves to deliver 100 merks to Duncan by 1 November 1595, and William further promises to leave 100 merks or bairn's part of gear to Duncan on his death.  
Buke of bandis (Duncan), f.58v; Taymouth Bk, 252.
- 136 1596, 1 February. Finlarig  
Towie Macavray in Ballielankend in Glenquith Thomas his son, and his bairns their heirs to Duncan Campbell of Glenorchy his heirs  
bond of manrent and calps in general terms; for maintenance, Duncan excepting the earls of Argyll.  
Buke of bandis (Duncan), ff.59v-60r.
- 137 1596, 1 February. Finlarig  
Duncan Maccolcallum dubh John his brother to Duncan Campbell of Glenorchy his heirs  
bond of manrent and calps in general terms; for maintenance, Duncan excepting the earls of Argyll.  
Buke of bandis (Duncan), f.60r.
- 138 1596, 22 March. Finlarig  
Donald Macinnnes Reoch in Thombe Evir his brother to Duncan Campbell of Glenorchy his heirs  
bond of manrent and calps in general terms; for maintenance, Duncan excepting the earls of Argyll.  
Buke of bandis (Duncan), f.60r.
- 139 1596, 14 May. Finlarig  
Donald Macconnachie Vicdonald alias Mackisak in the moor in Glenlyon his heirs to Duncan Campbell of Glenorchy his heirs  
bond of manrent and calps in general terms.  
Buke of bandis (Duncan), f.60v.

BREADALBANEMANRENT AND MAINTENANCE

- 140 1596, 2 July. Balloch  
 Duncan Campbell of Glenorchy  
 Robert Macillebuedeth in Cablay  
 Patrick his brother  
 heirs of both parties  
 bond of maintenance and manrent in general terms; Robert  
 and Patrick promise calps and yearly gift.  
 Buks of bandis (Duncan), f.60v.
- 141 1596, 9 August. Finlarig  
 Donald Miller alias Macneab in to Duncan Campbell of Glenorchy  
 Balliemulline his heirs  
 his heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.64r.
- 142 1597, 9 January. Balloch  
 -- Mackerlych to Duncan Campbell of Glenorchy  
 John Campbell in Lawers  
 bond of manrent and calps in general terms, ratifying and  
 renewing bond of manrent and calp made by the late Donald  
 Mackerlych to Duncan and his father (possibly Breadalbane 34).  
 Buks of bandis (Duncan), f.64v.
- 143 1597, 30 January. The Candemoir  
 Thomas Macneab dwelling in to Duncan Campbell of Glenorchy  
 Schenavaill his heirs  
 Fergus his brother  
 their heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.65r.
- 144 1597, 1 February. Balloch  
 Duncan Campbell of Murthly to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps;  
 for maintenance.  
 Buks of bandis (Duncan), f.65v.<sup>17</sup>
- 145 1597, 5 April. Finlarig  
 Hector Maccecandich in Glenfalloch to Duncan Campbell of Glenorchy  
 Duncan dubh Maccecandich there his heirs  
 their heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.64r.
17. On 2 February 1597, Campbell of Murthly made a further bond saying  
 that because of the goodwill shown to him by Duncan of Glenorchy and  
 three others, and for the sum of £1000, he undertook not to dispone  
 his lands without the consent of Duncan and the others:  
 Buks of bandis (Duncan), f.63v; Taymouth Bk. 253-4.

BREADALBANEMANRENT AND MAINTENANCE

- 146 1597, 6 April.  
 Duncan Campbell of Glenorchy  
 John dubh Macconnechie alias Campbell, tutor of Inverawe  
 bond of manrent and manrent in standard terms; John  
 promises calps; contains curious term that when John  
 becomes king's man and servant under his obedience, Duncan  
 will give him a bond of maintenance - having just promised  
 maintenance; allegiance to the earls of Argyll excepted by  
 Duncan.  
 Buks of bandis (Duncan), f.66r-v.
- 147 1597, 21 June. Finlarig  
 Patrick Macarbrrie in --- to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of manrent in standard terms, including promise of calps  
 and bairn's part of gear if he marries and has children, if  
 not to make Duncan heir to half his property; given for  
 maintenance and in particular because Duncan will help him to  
 recover debts owed by the laird of Monievard, Patrick Macquhan  
 minister and others.  
 Buks of bandis (Duncan), f.69r-v; Taymouth Bk, 255.
- 148 1597, 21 June. Finlarig  
 Donald Maccolcallum Vicesan dubh to Duncan Campbell of Glenorchy  
 in Auchanaba his heirs  
 John his brother  
 their heirs  
 bond of manrent in general terms, including promise of calps  
 and bairn's part of gear; for maintenance.  
 Buks of bandis (Duncan), f.70r.
- 149 1597, 13 August. Finlarig  
 Finlay Reoch Macinturnour to Duncan Campbell of Glenorchy  
 in Portmellan his heirs  
 his heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.70v.
- 150 1597, 30 October. Balloch  
 Farquhar Macilleis Vicinturnour to Duncan Campbell of Glenorchy  
 in Wester Ardchalyie his heirs  
 his heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.70v.
- 151 1597, 6 December. Balloch  
 Malcolm Macquhan, son of the late to Duncan Campbell of Glenorchy  
 Patrick Macquhan in his heirs  
 Drumquharrie  
 his heirs  
 bond of manrent in general terms, including calps and, with  
 agreement of 'Mycholes' (sic) Monteith his wife, bairn's part  
 of gear to Robert, Duncan's second son, whom failing, to his  
 brother; for maintenance.  
 Buks of bandis (Duncan), f.71r.



BREADALBANEMANRENT AND MAINTENANCE

- 152 1598, 29 January. Balloch  
 Ewin Macconnachie Clerich Vicgregor to Duncan Campbell of Glenorchy  
 in Glengolblantis his heirs  
 Alastair his brother  
 their heirs  
 bond of manrent and calps in general terms, ratifying and  
 renewing bond of manrent made by Duncan their father to  
 Colin Campbell of Glenorchy; (possibly Breadalbane 14);  
 for maintenance.  
 Buks of bandis (Duncan), f.71v.
- 153 1598, 7 March. Balloch  
 Donald MacPhilip in Dargilith to Duncan Campbell of Glenorchy  
 Patrick MacPhilip in Ballinocade his heirs  
 their heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.71v.
- 154 1598, 31 July. Isle of Lochdochart  
 Andrew Toschooch in Ballinaden to Duncan Campbell of Glenorchy  
 in the bray of Monievard his heirs  
 Malcolm Macjok alias Cunningham  
 their heirs  
 bond of manrent and calps in general terms, including promise  
 of yearly gift; for maintenance.  
 Buks of bandis (Duncan), f.72r.
- 155 1599, 6 June. Finlarig  
 Duncan Campbell of Glenorchy  
 Robert Menzies of Comrie  
 heirs of both parties  
 contract of maintenance and manrent in standard terms;  
 Robert binds his wife and bairns in service, and his tenants  
 in hosting, hunting and watching within the country like  
 Duncan's own tenants; Duncan excepts allegiance to the  
 earl of Argyll; made because of former contracts and bonds  
 between their predecessors.  
 Buks of bandis (Duncan), ff.72v-73r; Taymouth Bk. 256.
- 156 1599, 30 November. Finlarig  
 Finlay Macfinlay moir Vicgregor to Duncan Campbell of Glenorchy  
 in Tonchievoir his heirs  
 his heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.73v.
- 157 1601, 13 June. Finlarig  
 Walter Stewart in Auchanaard to Duncan Campbell of Glenorchy  
 in Glenfinglas his heirs  
 his heirs  
 bond of manrent in general terms, including promise of calps  
 and bairn's part of gear; for bond of maintenance.  
 Buks of bandis (Duncan), f.74r.

BREADALBANEMANRENT AND MAINTENANCE

- 158 1602, 23 January. The Candemoir  
 Duncan dubh Macconnachie Reoch in Downan in Cannoch his heirs  
 to Duncan Campbell of Glenorchy his heirs  
 bond of manrent and calps in general terms.  
 Buks of bandis (Duncan), f.74r.
- 159 1603, 4 January. Balloch  
 John dubh Macconnachie Vicean in Cambuscrathmoir  
 Duncan his brother in Cambuscrathbeg their heirs  
 to Duncan Campbell of Glenorchy his heirs  
 bond of manrent and calps in general terms; given because their predecessors had been bound to the Campbells of Glenorchy, and for bond of maintenance.  
 Buks of bandis (Duncan), f.74v.
- 160 1603, 10 August. Finlarig  
 Duncan Campbell of Glenorchy  
 Gregor Macneill Vicgregor in Ardeonaig  
 heirs of both parties  
 contract of maintenance and manrent in standard terms; Gregor promises calps; long preamble setting out in detail the agreement made at the Isle of Lochtay on 3 August 1552, when Gregor's grandfather Malcolm Maclean Vallych and others renounced Macgregor as their chief in favour of Colin Campbell of Glenorchy; Breadalbane 18; now Gregor renounces Macgregor as chief in favour of Duncan.  
 Buks of bandis (Duncan), ff.75r-76r.
- 161 1604, 12 June. Finlarig  
 William Macmaster in Laichrie in Balquhiddar  
 Donald, John and Finlay, his brothers  
 to Duncan Campbell of Glenorchy his heirs  
 bond of manrent and calps in general terms; for maintenance for them, their wives and bairns.  
 Buks of bandis (Duncan), f.77r.
- 162 1605, 14 February. Killin  
 John dubh Maccreath in Ardchalyis Easter  
 to Duncan Campbell of Glenorchy his heirs  
 bond of manrent and calps in general terms; renewing his predecessors bonds of manrent to Duncan and his predecessors; for maintenance for himself, his wife and bairns.  
 Buks of bandis (Duncan), f.76v.
- 163 1605, 15 March. Finlarig  
 John dubh Maccarlich in Killin  
 Callum Maccarlich there  
 Carlich Maccarlich in Craignavir  
 to Duncan Campbell of Glenorchy his heirs  
 bond of manrent and calps in general terms; for maintenance for themselves, their wives and bairns.  
 Buks of bandis (Duncan), f.77r.

BREADALBANEMANRENT AND MAINTENANCE

164 1606, 28 December. Finlarig

Patrick MacRobert Viclauren in  
the Port at the east end of  
Lochearn

to Duncan Campbell of Glenorchy,  
his heirs

James Maclaren in Leggan son of  
the late John Maccolcallum Viclauren  
Thomas Maclaren in Carnlea in  
Balquhiddar

bond of manrent and calps in general terms; records that  
Malcolm MacRobert in Craig in Ardtollony and Patrick  
Maccouill in Derrie in Balquhiddar, both aged ninety-five,  
declared that four Maclarens now deceased had given their  
bond of manrent and calps to Colin Campbell of Glenorchy:  
(Maclaren bonds to Colins Breadalbane 29, 32, 47); and the  
present grantor, grandsons, sons and nephews to them, ratify  
and renew the bond; for maintenance for themselves, their  
wives and bairns.

Buke of bandis (Duncan), f.77r.<sup>18</sup>

165 1607, 9 August. Finlarig

Duncan roy Macconnachie in  
Auchtermelis

to Duncan Campbell of Glenorchy  
his heirs

John dubh Macillemartin in Ardtartig  
Malcolm his brother in Kinkrakin  
Malcolm Macean Macconnachie in Ardintree  
their heirs

bond of manrent and calps in general terms; for maintenance,  
for themselves, their wives and bairns.

Buke of bandis (Duncan), f.77v.

166 1608, 4 August. Finlarig

Duncan Campbell of Glenorchy  
John dubh Stewart in Glenbuckie  
heirs of both parties

contract of maintenance and manrent in general terms; John  
ratifies and renews the bond made by his grandfather Alastair  
on 28 April 1586, (Breadalbane 88), his grandfather and father  
Duncan now being dead; promises bairn's part of gear; Duncan  
excepts allegiance to the earls of Argyll; in perpetuity.

Buke of bandis (Duncan), f.78r-v.

167 1608, 7 August. Kirk of Candemoir

Duncan Campbell of Glenorchy  
thirty Maccarlichs and others

contract of maintenance and manrent in standard terms;  
Maccarlichs and others promise their calps, although all  
calps are now discharged by act of parliament, and oblige  
their heirs, as many as leave 100 merks at their death, to  
leave twenty to Duncan; those who have less than 100 merks  
to leave him ten; Duncan excepts allegiance to the earls of  
Argyll; for life.

Buke of bandis (Duncan), ff.78v-79r; Taymouth Bk., 257-8.

18. There is also a notarial record of this: Buke of bandis (Duncan),  
f.78r; Taymouth Bk., 257.

BREADALBANEMANRENT AND MAINTENANCE

168 1611, 12 May. Balloch

Duncan Campbell of Glenorchy

Malcolm Macoldene in Castill in Glenlyon

heirs to both parties

contract of maintenance and manrent in general terms; Malcolm, wanting to continue in Duncan's love and favour, ratifies and renews bonds made by his predecessors to Duncan's; and, because calps are discharged by act of parliament, he promises that on death of him and his heirs Duncan and his heirs will have a gift as beneficial as calps were to his predecessors; allegiance to the earls of Argyll excepted by both.

Buke of bandis (Duncan), f.79v.

169 1611, 21 July. Finlary

Duncan Campbell of Glenorchy

Donald Tailor in Barchastewan

heirs of both parties

contract of maintenance and manrent in general terms; Donald promises beneficial gift by him and heirs to Duncan and heirs to replace calps; he also promises to pay twenty merks to Duncan by Michaelmas next, for which he finds pledges, under penalty of 100 merks; allegiance to the earls of Argyll excepted by both.

Buke of bandis (Duncan), f.80r.

170 1611, 1 August. Finlarig

thirteen Macnabs

their heirs

to Duncan Campbell of Glenorchy

his heirs

bond of manrent in standard terms, ratifying all previous bonds, for love and favour to Duncan; promise him the best gift of gear at their deaths; for maintenance of themselves, their wives and bairns, Duncan excepting the earls of Argyll.

Buke of bandis (Duncan), ff.80v-81r; Jaymouth Bk, 258-9.

171 1611, 13 September. Balloch

Duncan Campbell of Glenorchy

Malcolm Drummond in the two merkland of Bordland, son of the late William Macneill Vicregor in Fernay

Neill his brother in Ballinaynach

Malcolm Robertson in Schanlarach, son of the late Neill

Macconnachie Vicregor in Fernay

heirs of both parties

contract of maintenance and manrent in standard terms, ratifying bonds between their predecessors; Drummonds and Robertson promise the best gift at their decease, to replace calps, and also promise Duncan and his heirs the teinds from their lands, to serve him in hosting and hunting, to provide carriage horses for the homebringing of wine to Balloch once a year in summer or harvest, and provide meat for Duncan's horses and dogs twice each year; and to attend at his court to be held yearly at the Candmoir; allegiance to the earls of Argyll excepted by both.

Buke of bandis (Duncan), f.82r; Jaymouth Bk, 259-60.



BREADALBANE

LOST BONDS

178 1587, 4 September.

John moir Macdounslaif in  
Auchenatrie  
Dounslaif ger Macdounslaif there  
their heirs

by Duncan Campbell of Glenorchy,  
his heirs

maintenance; for which Macdounslaifs give bond promising  
bairn's part of gear.

Buke of bandis (Duncan), f.44v.

179 1591, (12 June)

Patrick dubh Macsean Bane Macnab  
Robert Macsean Bane Macnab  
their brethren

to Duncan Campbell of Glenorchy

grantors promise that whenever Gavin Hamilton comes, they  
will ratify their bond of manrent and calps made by their  
predecessors to the lairds of Glenorchy; and Robert, who  
is to pass to lord Drummond's lands, promise to continue his  
service and calp as though he possessed land belonging to  
Duncan, and give him a sufficient present each year, for  
Duncan's maintenance.

Buke of bandis (Duncan), f.59r; Taymouth Bk. 248.

180 1597, 8 June.

Aulay Macaulay in Auchinfed  
maintenance; for which Aulay gives bond promising bairn's  
part of gear.

by Duncan Campbell of Glenorchy

Buke of bandis (Duncan), f.67v; Taymouth Bk. 254.

181 1612, 7 April

William Macilleheirmyle at the  
Mill of Balloch

by Duncan Campbell of Glenorchy  
his heirs

Katherine Maccrewar his wife

maintenance; for which grantors give bond promising bairn's  
part of gear.

Buke of bandis (Duncan), f.82v.

For other bonds of the Campbells of Glenorchy, see:

Argyll 4, 39, 57, 64; Atholl 1; Gordon 73; Lennox 4.

Contracts of friendship 43, 56, 58, 71, 72, 73, 74, 75, 76,

82, 83, 84, 87, 89, 91, 96, 97, 98, 101, 102.

Political bonds 33.

CAITHNESSMANRENT AND MAINTENANCE

- 1 1575, 3 November. Mey  
 Henry Bane, son of late Alexander Bane  
 William, young son of late Andrew Bane at Kinnerlagin  
 their kin, friends and servants  
 bond of manrent in standard terms; given because it is their duty to their special good lord, and to be true subjects of the king and 'guid Caithness men'; in all time coming.  
 SRQ, Sinclair of Mey Papers, GD 96/161.
- 2 1576, 9 September. Mey  
 John William Morrison in Howie  
 William John Morrison  
 William Morrison  
 Donald William Morrison  
 their kin, friends and servants  
 bond of manrent in standard terms.  
 SRQ, Sinclair of Mey Papers, GD 96/164.

For other bonds of the earls of Caithness, see:  
 Contracts of friendship 20, 21, 31, 52;  
 Political bonds 15.

CAMPBELL OF BARRICHBYANMANRENT AND MAINTENANCE

The first nine bonds in this collection are known from a notarial record which describes the contracts of maintenance, manrent and calps made with Ronald Campbell of Barrichbyan; the reference to all seven is Coll. de Rebus Alban. 197-8.

- 1 1592, 8 April. Barrichbyan  
 Ronald Campbell of Barrichbyan  
 Malcolm moir Makesaig  
 Donald bane Makesaig  
 Duncan and Gilcallum, his sons  
 heirs of both parties  
 contract of maintenance, manrent and calps in general terms;  
 in perpetuity.
- 2 1592, 8 April. Barrichbyan  
 John Macillechallum Vicean Vicincaird  
 Gilpatrick Macean Vicillechallum  
 same agreement with Ronald.

CAMPBELL OF BARRICHBYANMANRENT AND MAINTENANCE

- 3 1595, 8 April.  
Archibald Maccllyn and his succession  
same agreement with Ronald.
- 4 1595, 8 April.  
Donald Macintaillyer and his succession  
same agreement with Ronald.
- 5 1595, 8 April.  
Dougald Maccevir Vicmurrachie, John his brother and their succession  
same agreement with Ronald.
- 6 1595, 8 April.  
Ewin Macmurrachie and his succession  
same agreement with Ronald.
- 7 1595, 8 April.  
Donald Macillichioan and his succession  
same agreement with Ronald.
- 8 1595, 8 April.  
Duncan Mackannyeh and his succession  
same agreement with Ronald.
- 9 1595, 22 November.  
John Macchallum Vicdonald and his succession  
same agreement with Ronald.
- 10 1612, (day and month blank). Soraba  
Gillecallum Macconchie Vicintyre                      to Ronald Campbell of  
Vicooshein    Barrichbyan  
his heirs    his heirs  
bond of manrent in general terms, and promise of calps; given  
because his surname were of old dependant on the house of  
Campbell of Craignish; he acknowledges Ronald to be of this  
house, and will serve him so long as he and his heirs do the  
duty of a chief and master; grants that he has received 'ane  
guid and sufficient sword' from Ronald 'as ane memoriall  
taikin of this by bond of manrent'; in perpetuity.  
Coll. de Rebus Alban. 206-7.
- 11 1615, 26 August. Pennycastle  
Dougall Macminister alias Macgra,                      to Ronald Campbell of Barrichbyan  
sometime resident in Ireland                              his heirs  
his heirs  
bond of manrent and calps; given because of his predecessors'  
dependance on Ronald's predecessors.  
Argyll Transcripts, 'Craignish', (abstract).



CAMPBELL OF BARRICHBYANMANRENT AND MAINTENANCE

- 12 1616, 18 April. Castle Craignish  
 Donald Macean Vicdonald Vicigaill to Ronald Campbell of Barrichby  
 in Nedir Rondill his heirs  
 his heirs  
 bond of manrent and calpe; given because of his predecessors' dependance on Ronald's predecessors; Ronald to do all that becomes a chief, according to the custom of Argyll.  
 Argyll Transcripts, 'Craignish', (abstract).
- 13 1621, 29 April. Over Lairgie  
 Malcolm Macelder in Kilmartin to Ronald Campbell of Barrichby  
 Duncan and Donald his sons  
 bond of manrent and calpe; given because they are of old native and kindly men of Ronald, who will do all that becomes a chief.  
 Argyll Transcripts, 'Craignish', (abstract).

See also contracts of friendship 105.

CAWDORMANRENT AND MAINTENANCE

- 1 1488, 15 March. Cawdor  
 William thane of Cawdor  
 Alexander Fraser of Philorth  
 indenture: maintenance and marriage; Cawdor had bought wardship and marriage of Fraser from Erroll, who with Keith of Inverugy had bought it from the king, and Fraser is to marry Cawdor's daughter Marjorie; until the necessary dispensation is obtained, he will abide in Cawdor's household, taking his counsel, as his carnal father, in all things; Cawdor to maintain and supply Fraser, giving him counsel as to his carnal son; for life.  
 Cawdor Muniments, press 1, shelf 4, bundle IV;  
Cawdor Book, 69-71.
- 2 1490, 20 August. Cawdor  
 William thane of Cawdor;  
 Duncan Mackintosh, captain of Clenchattan,  
 his s. and h. Farquhar  
 and Huchon Allanson  
 heirs of both parties  
 indenture of maintenance, manrent and marriage; Huchon to give manrent and service to Cawdor, and marry Cawdor's daughter Marion; Cawdor to maintain and supply Huchon and give him counsel as to his carnal son, and pay Huchon £40; Huchon accepts allegiance to Mackintosh, who, with his son, is named in this indenture presumably as Huchon's lord.  
 Cawdor Muniments, press 1, shelf 4, bundle IV;  
Cawdor Book, 73-5 (partly printed)

CAWDORMANRENT AND MAINTENANCE

- 3 1516, 29 August. Inefinche  
 Archibald Campbell of Kilmichael to John Campbell of Cawdor  
 bond of manrent in general terms; assistance to be given  
 especially against John Macdougall of Dunnolly, his kin,  
 friends and servants; allegiance excepted to Argyll.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 126-7 (partly printed).
- 4 1517, 29 November. Kilmacronag  
 Gilchrist Macerthur to John Campbell of Cawdor  
 John Mackerris his heirs  
 their heirs  
 bond of manrent in general terms; grantors will dwell on  
 Cawdor's lands, wherever he pleases; for maintenance.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 127-8 (partly printed; wrongly dated 1516).
- 5 1518, 16 August. Isle of 'Kilmolmolrue' (?Kilmolroy)  
 Duncan brek Macdoulane to John Campbell of Cawdor  
 Duncan Macdoulane Macconche his heirs  
 John his brother  
 eight others - 'Clane Macdoulane',  
 according to rubric  
 their heirs  
 their kin  
 bond of manrent in general terms; in perpetuity.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 129.
- 6 1518, 20 October. Killespicerill  
 Donald Macawin Macellan, s. and h. to John Campbell of Cawdor  
 of Ewin Allanson of Lochinyell  
 bond of manrent in standard terms.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 129-30.
- 7 1519, 8 June. Kinlochlan  
 John Macellan Macane keir to John Campbell of Cawdor  
 his heirs his heirs  
 bond of manrent in general terms; gives calps, 'kenkennoll'  
 and beirn's part of goods.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 130.
- 8 1519, 7 July. Kilmoronag  
 John Macindean Maccollef Macane to John Campbell of Cawdor  
 Macindean  
 Sollef Macmartin  
 Dougal roy Macgillechallum  
 'all the laif our kin that takis our  
 counsaill'  
 their heirs  
 bond of manrent in general terms; promise of calps; given  
 because Cawdor is good master and chief to them.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 131.

CAWDORMANRENT AND MAINTENANCE

- 9 1520, 27 January. Ardhatten  
 Sownye Macconnachie Macqueen to John Campbell of Cawdor  
 Ewin Macconnachie Macqueen  
 John Macalastair Macconnachie  
 their heirs  
 bond of manrent in general terms; grantors will dwell on  
 Cawdor's lands wherever he pleases; for maintenance  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 132-3 (partly printed).
- 10 1520, 20 February. Inverleiver  
 Alexander Macallen to John Campbell of Cawdor  
 his sons, kin, men and servants  
 bond of manrent in general terms; will take Cawdor's  
 counsel especially concerning his kinsman Dougal Macrannald;  
 allegiance to Argyll excepted.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, pp. 131-2.
- 11 1520, 7 May. Glennan in the Tarff  
 John Campbell of Cawdor  
 Alexander, son of 'the Illie' (Donald, self-styled lord of  
 the Isles)  
 John Connel  
 Alexander's branch of the Clan Donald  
 indenture: manrent in general terms; Cawdor grants  
 Alexander forty-five merkland in Islay; Alexander agrees  
 that Cawdor shall have fifteen merkland of Jura, giving him  
 compensation; both agree that when either has a child, the  
 other will stand 'gossop'; and Alexander will give security  
 to any of the Clanane or other followers of Cawdor who fear  
 him; allegiance to Argyll excepted by Alexander; for five  
 years.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 133-5.
- 12 1520, 25 May. Ellen-Issa  
 Dougal Macrannald of Ellantioram to John Campbell of Cawdor  
 his followers  
 bond of manrent in general terms; allegiance excepted  
 to Argyll.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 135.
- 13 1520, 29 September. Canistak in Jura  
 John Campbell of Cawdor  
 Neil Macnail of Gigha  
 their heirs  
 Neil's kin, men and servants  
 indenture: manrent in general terms; Cawdor to give to Neil  
 in fostering his second son John; if Neil loses his heritage  
 through service to Cawdor, Cawdor will support him against  
 the man who takes his lands and, if they are not restored,  
 will give him lands of equal value.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 136-7.

CAWDORMANRENT AND MAINTENANCE

- 14 1520, 21 October. Kinlochlagan  
 John Campbell of Cawdor  
 Alexander Macellan, captain of Clanrannald, heir apparent to  
 Ellantioram  
 their heirs  
 indenture of maintenance and manrent in general terms.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 137-8.
- 15 1521, 3 July. Castle Mear (?Macil, Skye)  
 Donald Macdonald to John Campbell of Cawdor  
 Gallyoh of Duncaith, his brother  
 John Maccockyll Macleod  
 bond of manrent in general terms.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 138-9.
- 16 1521, 25 October. Jura  
 Alan Stewart of Duror, to John Campbell of Cawdor  
 brother of Robert Stewart of  
 Appin  
 his kin, men and servants  
 bond of manrent in standard terms; allegiance to Argyll  
 excepted; for life.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 140-1.
- 17 1522, 29 November. Raray  
 Archibald Campbell of Lerag to John Campbell of Cawdor  
 bond of manrent in standard terms; allegiance to Argyll  
 excepted; for life.  
 Cawdor Muniments, press 5, section VI, bundle I.
- 18 1530, 8 December. (no place)  
 Ewin Maccoircadale of Manhelane to John Campbell of Cawdor  
 his heirs his heirs  
 bond of manrent in standard terms; allegiance to Argyll  
 excepted; given for bond of maintenance; in perpetuity.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 154 (mentioned)
- 19 1533, 10 November. Inverness  
 John Campbell of Cawdor;  
 Alexander Macleod of Dunvegan  
 and John Macchormeit Macleod of Menzenis  
 contract of maintenance and manrent in general terms; refers  
 to fulfilling their 'band of gossaprie'; allegiance to Argyll  
 and Moray excepted by Macleods.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 159.

CAWDORMANRENT AND MAINTENANCE

- 20 1534, 1 June. Muckairn  
 John Campbell of Cawdor;  
 Ewin Allanson, captain of Clancameron,  
 his s. and h. Donald, and Donald's son Ewin  
 indenture of maintenance and manrent in standard terms by  
 Cawdor and Donald; also marriage agreement: Ewin to marry  
 Cawdor's daughter Janet; Cawdor to give Donald 400 merks  
 and Ewin 100 merks in instalments.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 160-1.
- 21 1534, 28 August. Cawdor  
 John Campbell of Cawdor  
 John William Allanson and  
 Donald Williamson his brother  
 contract of maintenance and manrent in standard terms;  
 allegiance to Moray excepted by Allansons.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Book, 161-2.
- 22 1570, 8 March. Ardchattan  
 John Campbell of Cawdor and his sons  
 John Macachopich and Duncan, Dave, Archibald and Ewir his sons  
 their surnames and Macachopichs' servants  
 contract of maintenance and manrent in general terms;  
 Macachopich will bring as many of their surname as they may to  
 be similarly bound, and promise calps; in perpetuity.  
 Cawdor Muniments, press 5, section VI, bundle II;  
Cawdor Book, 175-6 (partly printed).
- 23 1571, 14 February. The Ard  
 John Campbell of Cawdor;  
 John Macphail, parson of Kilninver  
 John Macphail, vicer of Kilmalie  
 Angus, Ewin, Gillechallum and Ivor, sons of John parson of  
 Kilninver, and Dougal his brother  
 heirs of both parties  
 Macphails' servants  
 contract of maintenance and manrent in standard terms;  
 Macphails promise calps; in perpetuity.  
 Cawdor Muniments, press 5, section VI, bundle II;  
Cawdor Book, 177 (partly printed).
- 24 1578, 20 October. Dunstaffnage  
 John Campbell of Cawdor  
 John dubh Macvicinnes, tutor of Dunstaffnage  
 John dubh's friends and servants  
 contract of maintenance and manrent in general terms; John  
 dubh promises to assist Cawdor's servants in the barony of  
 Muckairn if trouble arises during Cawdor's absence;  
 allegiance to Argyll excepted by John dubh; in perpetuity.  
 Cawdor Muniments, press 5, section VI, bundle II;  
Cawdor Book, 181-2 (partly printed).

CAWDORMANRENT AND MAINTENANCE

- 25 (no place - date; late endorsement says 'circa 1583')  
 Ewin Macgregor, tutor of Glenstray to John Campbell of Cawdor  
 the rest of Clan Gregor, their his servants and partakers  
 partakers  
 bond of manrent in standard terms; if Ewin is injured or  
 killed, he nominates Cawdor tutor to his eldest son Gregor,  
 with all that he leaves to Gregor.  
 Cawdor Muniments, press 5, section VI, bundle II;  
Cawdor Book, 184 (partly printed).
- 26 1602, - February. <sup>19</sup> Ardochattan  
 John Campbell of Cawdor  
 John Macphail, vicar of Kilmalie  
 their heirs  
 contract of maintenance and manrent in general terms.  
 Cawdor Muniments, press 5, section VI, bundle III.
- 27 1618, 31 July. Dunivaig  
 Patrick Breghorn in Lagen (Islay) to John Campbell of Cawdor  
 his son Donald  
 ten others  
 their kin and followers  
 bond of manrent in general terms; in past, they have been  
 suspected of favouring the rebels Clondonald; they  
 protest they did not, except when compelled for fear of their  
 lives; now become dutiful subjects of the king, and dutiful  
 servants of Cawdor.  
Cawdor Book, 242.
- 28 1618, 31 July. Dunivaig  
 'Clan McKeily' to John Campbell of Cawdor  
 bond of manrent in same terms as no. 27.  
Cawdor Book, 242 (mentioned).
- 29 1618, 11 August. Dunivaig  
 'Clanfearchar' to John Campbell of Cawdor  
 bond of manrent in same terms as no. 27.  
Cawdor Book, 243 (mentioned)
- 30 1619, 30 September. Achaleben  
 John Campbell of Cawdor  
 John Macdougall of Dunnolly  
 contract of maintenance and manrent; made to keep perpetual  
 love and friendship between their houses, but Cawdor to  
 maintain Macdougall, Macdougall to assist Cawdor; allegiance  
 to house of Argyll excepted by both.  
Cawdor Book, 244-5.

19. The document is torn at the date; it is possibly 7 February.

CAWDORLOST BONDS

- 31 1517 (29 November)  
 Gilchrist Macarthur  
 John Mackerris  
 their heirs  
 bond of maintenance.  
 Cawdor 4. by John Campbell of Cawdor  
 his heirs
- 32 1520, (27 January)  
 Macqueens  
 bond of maintenance.  
 Cawdor 9. by John Campbell of Cawdor
- 33 1530, (8 December)  
 Ewin Maccorcadale of Manhelane  
 bond of maintenance.  
 Cawdor 18. by John Campbell of Cawdor

For further bonds of the thanes and Campbells of Cawdor, see:  
 Argyll 12, 19;  
 Contracts of friendship 4, 6, 9, 22, 25, 26, 28, 29, 33, 44, 47, 68, 79,  
 80, 92, 95, 107.  
 Political bonds 7.

CRAWFORDMANRENT AND MAINTENANCE

- 1 1480, 4 November. Brechin  
 John Carnegie of Kinnaird by David 5th e. Crawford  
 bond of maintenance in general terms and grant of lands;  
 given for manrent; for life.  
 Fraser, Southesk, ii, 251.
- 2 1486, 9 May.  
 David Lindsay of Beauford by David 5th e. Crawford  
 bond of maintenance; given for manrent; for life.  
 John Rylands Library; typed catalogue, p.15.<sup>20</sup>

LOST BONDS

3 and 4: 1480 and 1486: bonds of manrent by Carnegie and Lindsay;  
 Crawford 1 and 2.

For further bonds by the earls of Crawford, see:  
 Contracts of friendship 38; Political bonds 6, 15, 20, 24.

20. I am indebted to Dr. N.A.T. Macdougall for this reference.

CUNNINGHAM OF CUNNINGHAMHEADMANRENT AND MAINTENANCE

1 1512, 23 May. Goldinlea

John Crawford of the Goldinlea  
his heirs

to Robert Cunningham of  
Cunninghamhead  
his heirs

bond of manrent in general terms; given for a certain  
sum of silver to redeem forty bolls of meal per annum  
from Hugh earl of Eglinton and heirs, owed of the lands  
of Goldinlea, and for bond of maintenance; in perpetuity.

SRO, Craigens Writs, GD 148/90.

LOST BONDS

2: 1512: bond of maintenance by Cunningham: Cunningham of  
Cunninghamhead 1.

CUNNINGHAM OF SNAIDMANRENT AND MAINTENANCE

1 1458, 12 March. Edinburgh

Robert Ferguson

to William Cunningham of Snaid  
his heirs

bond of manrent in standard terms; given for grant of land;  
for life.

SRO, Yeaster Writs, GD 28/120.

DOUGLAS OF DRUMLANRIGMANRENT AND MAINTENANCE

1 1526, 24 November. Edinburgh

Ninian Crichton of Bellbocht

to James Douglas of Drumlarnrig

bond of manrent in standard terms; allegiance to lord  
Crichton of Sanquhar excepted; but reservation that he will  
not support Crichton if he wrongfully molests Douglas, but  
will counsel him to desist; for life.

SRO, Crown Office Writs, AD 1/91.



DOUGLAS OF DRUMLANRIGMANRENT AND MAINTENANCE

- 2 1545, 28 January. Dumfries  
 Andrew Roseon of Bardannoch to James Douglas of Drumlanrig  
 his kin, friends and servants  
 bond of manrent in standard terms; allegiance to Glencairn  
 excepted; for life.  
 SRO, Crown Office Writs, AD 1/103.
- 3 1545, 20 July. Drumlanrig.  
 John Cunningham of Byresshaw to James Douglas of Drumlanrig  
 bond of manrent in general terms; allegiance to lord May of  
 Yester excepted; for seven years.  
 SRO, Crown Office Writs, AD 1/104.
- 4 1550, 15 August. Lincluden  
 John Carruthers of Holmains to James Douglas of Drumlanrig  
 his son George Robert Douglas, provost  
 of Lincluden  
 Drumlanrig's heirs  
 bond of manrent in general terms; promise to assist Robert  
 in action concerning lands of Mouswald; allegiance to lord  
 Maxwell excepted; given for nineteen year lease of land by  
 Robert, who will stand kind to them in their causes.  
 SRO, Crown Office Writs, AD 1/105.

DOUGLAS OF DRUMLANRIGLOST BONDS

In HMC, Fifteenth Report, Appendix, part viii, Buccleuch, i, 68-9, there is a list of bonds made to the Douglasses of Drumlarnrig. It includes nos. 1-4 given here, dating no. 1 1536. The other bonds of manrent and maintenance, given in the order in which they occur,<sup>21</sup> are:

5	1527, 1 May:	Menzies of Castlehill
6	1553, 24 September:	Edward Johnstone of Basbiehall
7	1568, 12 September:	William Carruthers of Dormont
8	1564, May:	Johnstone of Elchieshields and other Johnstones
9	1570, 15 May:	Johnstone of Tunnergairt and others
10	1569, October:	John Johnstone of Newbie, for redelivery of several Irvines
11	1570, 22 September:	John Baitie and other Baities
12	1568 (1569), 3 January:	William Johnstone in Broomhill
13	1570, 5 May:	several of the name of Johnstone
14	1567, May:	the Johnstones
15	1579, 1 August:	the Johnstones in Milnebank
16	1586 (1587), 19 March:	Graham of Cannobie and others
17	1597, 1 November:	John Graham of the Laik and others
18	1568, 10 November:	the Grahams
19	1601, 28 October:	McGahan of Dalquhat
20	1527, 1 May:	bond of maintenance by Drumlarnrig to Menzies of Castlehill and his son

See other bonds: Maxwell 8.  
Contracts of friendship 37.

21. Four bonds by the laird of Johnstone are not included here. There is an indenture of friendship between the two, which is not on this list: Contracts of friendship 37; and two of those given here are probably also contracts of friendship. The third is a bond by which Johnstone promised to reform any faults by his friends or servants, dated 23 November 1570, and the fourth an undated bond in which he promised to enter Johnstone of Courans. The high proportion of Johnstones who made bonds of manrent to the Douglasses suggests why the two lairds had to renew their bonds of friendship from time to time. Other bonds omitted here are one by the laird of Ferniehurst, for the redelivery of Adam Turnbull on 30 July 1571; one described as 'for entering of William Johnstoun in the Burne', undated; and offers by the Irvines for the slaughter of the men of Mouswald, undated, which may have included the offer of a bond of manrent, but does not say so.

DOUGLAS OF LOCHLEVENMANRENT AND MAINTENANCE

- 1 1582 (day, month and place blank)  
 George Douglas, s. and h. of                      to William Douglas of Lochleven  
 Adam Douglas of Waterside                      his heirs  
 his heirs  
 bond of manrent in general terms; given because William, at  
 his own expense has obtained for George a heritable charter  
 of the lands of Sublingwodhall, Ayrshire, from James  
 commendator of Melrose.  
 SR0, Morton Papers, GD 150/1579.

See also: Political bonds 7, 30.

DRUMMONDMANRENT AND MAINTENANCE

- 1 1479, 14 November. Stobhall  
 Patrick lord Drummond  
 Donald Campbell of Mamore  
 contract of maintenance and manrent in general terms;  
 allegiance to Argyll excepted by both; given because of  
 their love for one another's house, and in Campbell's case,  
 for good deeds by Drummond's predecessors to his.  
 SR0, Drummond Castle Muniments, GD 160 box 3 bundle IV.
- 2 1558, 5 December. Edinburgh  
 William Chalmer of Drumlochy                      to David lord Drummond  
 his heirs    his heirs  
 bond of manrent in standard terms; given because Drummond  
 and his kin have forgiven Chalmer for the murder of their  
 kinsmen George Drummond of Leiderief and his son William,  
 and have given William their letter of slains.  
 SR0, Abercainy Papers, GD 24 sec. 1 no. 824.

For other bonds by the Drummonds, see:  
 Argyll 48, 58;  
 Contracts of friendship 71, 86;  
 Political bonds 7, 20, 33.

DUNDASMANRENT AND MAINTENANCE

1 1529, 8 March. Dundas

James Dundas of that ilk

William Dundas his brother

James' heirs

contract: William promises manrent, and will deliver to James the wadset of the lands of Mansionhead, Linlithgowshire, and all right and title to them; James and heirs will sustain William in household, and give him liferent of certain lands; for life.

SRD, Dundas of Dundas Papers, GD 75/52.

See also: Hamilton 26, 27.

EGLINTONMANRENT AND MAINTENANCE

1 1513, 18 August. Polnoon

John Montfod, s. and h. of  
Alexander Montfod of that ilk  
his heirs

to Hugh 1st e. Eglinton  
his heirs

bond of manrent in standard terms; given for 500 merks 'in my urgent necessite' and other good deeds; in perpetuity.

Fraser, Eglinton, ii, 78-9.

2 1532, - February. Edinburgh

John Blair of that ilk  
his s. and h. John  
their kin, friends and servants

to Hugh 1st e. Eglinton  
Hugh master of Eglinton, his  
nephew

bond of manrent in standard terms; given because of grant of five merkland of the Bankhead, bailliery of Cunningham, held by Eglinton of Blair under reversion, without Blair paying anything, and discharge of unlaws allowed to Eglinton by the Exchequer; for life.

SRD, Yule Collection, GD 90/1/115.

3 1545, 25 April. Irvine

Duncan Macfarlane, uncle to the  
laird of Macfarlane  
his kin, friends and servants

to Hugh 1st e. Eglinton  
his heirs

bond of manrent in standard terms; given for gratitudes and good deeds done in his urgent necessity; for life.

Fraser, Eglinton, ii, 131.

4 1546, 20 February. Irvine

Charles Mowat of Knockinteyr  
his heirs

to Hugh 2nd e. Eglinton  
his heirs

bond of manrent in standard terms; given for good deeds and lordship, and for lands of Wyreid of the Halbarns, lordship of Robertson; in perpetuity.

Fraser, Eglinton, ii, 138-9.

22. The document is torn at this point: it is possibly three pound lands.

EGLINTONMANRENT AND MAINTENANCE

- 5 1559, 1 August. Polnoon  
 James Dunlop of that ilk to Hugh 3rd e. Eglinton  
 his kin, friends and servants  
 bond of manrent in standard terms; contains unusual  
 reservation that he will serve and defend Eglinton with  
 his kin etc. only in time of authority's wars; for life.  
 Fraser, Eglinton, ii, 155.
- 6 1565, 25 October. Eglinton  
 John Montgomery, brother of to Hugh 3rd e. Eglinton  
 James Montgomery of Brigend his heirs  
 his heirs  
 bond of manrent in standard terms; given for grant of lands,  
 lump sum of 300 merks and £30 per annum; in perpetuity.  
 Fraser, Eglinton, ii, 199-200.
- 7 1572, 10 October. Irvine  
 Hugh Montgomery of Giffin to Hugh 3rd e. Eglinton  
 his heirs his heirs  
 bond of manrent in standard terms; given because Eglinton  
 has action to the recognition of my lands, he being superior  
 of them, because most of them had been alienated by  
 Montgomery's predecessors without Eglinton's consent, or  
 resigned into his hands; and for bond of maintenance; in  
 perpetuity.  
 Fraser, Eglinton, ii, 209-10.
- 8 1572, 10 October. Irvine  
 Hugh Montgomery of Giffin by Hugh 3rd e. Eglinton  
 his heirs his heirs  
 bond of maintenance in standard terms; includes promise  
 to renounce action against him; given for manrent.  
 Fraser, Eglinton, ii, 210-1.
- 9 1577, 29 August. Irvine  
 William Barclay, fier of Preston to Hugh 3rd e. Eglinton  
 his heirs Agnes Drummond his wife  
 his kin, friends and servants his e. and h. Hugh  
 the master's heirs  
 bond of manrent in standard terms; given for bond of  
 maintenance, including yearly fee of £24, made on  
 28 August; in perpetuity.  
 Fraser, Eglinton, ii, 216-7.

LOST BONDS

- 10 1546, (29 September)  
 Neil Montgomery of Langshaw to Marion Seton, dowager  
 countess of Eglinton  
 bond of manrent, as agreed in contract by which the parties  
 settle their disputes; registered in books of council,  
 21 November 1546.  
RPC, i, 48-51.

EGLINTONLOST BONDS

- 11 1563, 9 October. Milnerton in Robertson  
 Hugh master of Eglinton  
 Robert Muir of Caldwell  
 contract by which parties renew the perpetuall bonds of  
 maintenance and manrent made by their predecessors;  
 concerned with Eglinton's grant of ward nonentry and profits  
 of ten merkland of Thornton and other lands in Ayrshire.  
 Fraser, Eglinton, ii, 211-3.

- 12 1577, 28 August. Irvine  
 William Barclay, fiar of Preston by Hugh 3rd s. Eglinton  
 his heirs  
 bond of maintenance and promise of yearly fee of £24;  
 place-date and fee referred to in bond of manrent.  
 Eglinton 9.

For other bonds of the earls of Eglinton, see:  
 Archbishops of St. Andrews: Hamilton 1  
 Contracts of friendship 48, 55, 65;  
 Political bonds 4, 8, 20, 27, 28.

ELPHINSTONEMANRENT AND MAINTENANCE

- 1 1512, 10 September. Stirling  
 Robert Bruce of Airth to Alexander lord Elphinstone  
 notarial instrument recording bond of manrent in standard  
 terms; allegiance to abbot of Holyrood and lord of St. John  
 excepted; given because Elphinstone has recovered lands in  
 Perthshire with the exception of Bruce's, and has given him  
 the four oxgangs of land which his son the late John Bruce  
 had; and for other good deeds; for life.  
HPC, Ninth Report, Appendix, 190.

ERROLLMANRENT AND MAINTENANCE

The majority of the bonds in this collection come from the Erroll Charters  
 at New Slains; most are in print in Spalding Miscellany, ii.

- 1 1472, 17 June. Perth  
 Alexander Mackintosh, thane of to William 3rd s. Erroll  
 Rothiemurcus  
 bond of manrent in standard terms; allegiance to Huntly  
 excepted; for life.  
 Erroll Charters, no. 88 bundle IV;  
Spalding Miscellany, ii, 252.

ERROLLMANRENT AND MAINTENANCE

- 2 1483, 17 April. Slains  
     Alexander Irvine of Lonmay, s. and                      to William 3rd s. Erroll  
     h. of Alexander Irvine of Drum  
     bond of manrent in standard terms; for seven years, and then  
     to continue his manrent, his fee being modified after  
     consideration by six people.  
     Erroll Charters, no. 105 bundle VI;  
     Spalding Miscellany, ii, 253-4.
  
- 3 1484, 29 November. Aberdeen  
     John Keith of Ludquharne                      to William 3rd s. Erroll  
     bond of manrent in standard terms; service owed by law  
     to his forfeitures excepted; for life.  
     Erroll Charters, no. 116 bundle VII;  
     Spalding Miscellany, ii, 254-5.
  
- 4 1484, 29 November. Aberdeen  
     William Keith of Ythan                      to William 3rd s. Erroll  
     bond of manrent in standard terms; service owed by law to  
     his 'forfeitures' and manrent to Huntly excepted; for  
     three years.  
     Erroll Charters, no. 115 bundle VII;  
     Spalding Miscellany, ii, 255.
  
- 5 1487, 27 April. Urie  
     William Kennedy, constable of Aberdeen to William 3rd s. Erroll  
     bond of manrent in standard terms; for life.  
     Erroll Charters, no. 118, bundle VII;  
     Spalding Miscellany, ii, 256 (partly printed).
  
- 6 1487, 10 May. Federaught  
     William Crawford of Federaught                      to William 3rd s. Erroll  
     bond of manrent in standard terms; for life.  
     Erroll Charters, no. 119, bundle VII;  
     Spalding Miscellany, ii, 256-7 (partly printed).
  
- 7 1488, 18 December. Erroll  
     William Scott of Flawburgh                      to William 3rd s. Erroll  
     bond of manrent in standard terms; for life.  
     Erroll Charters, no. 124, bundle VIII;  
     Spalding Miscellany, ii, 257 (partly printed).
  
- 8 1489, 15 January. Chanonry of Ross  
     Alexander Fraser, s. and h. to late                      to William 3rd s. Erroll  
     Alexander Fraser of Philorth  
     his kin, men and friends  
     bond of manrent in standard terms; for three years, and then,  
     Erroll giving him fee by advice of friends, to continue his  
     manrent 'bot gyff the fault be in him selff'.  
     Erroll Charters no. 125 bundle VIII;  
     Spalding Miscellany, ii, 257-8.
  
- 9 1489, 12 June. Ardendracht  
     Malcolm Forbes of Tolquhon                      to William 3rd s. Erroll  
     bond of manrent in standard terms; for five years.  
     Erroll Charters, no. 126 bundle VIII;  
     Spalding Miscellany, ii, 258-9.

ERROLLMANRENT AND MAINTENANCE

- 10 1489, 1 August. Erroll  
John Erkine, fiar of Dun to William 3rd e. Erroll  
bond of manrent in standard terms; for one year.  
Erroll Charters, no. 128 bundle VIII.
- 11 1490, 3 June. Slains  
William Leslie, brother of George to William 3rd e. Erroll  
e. Rothes  
bond of manrent in standard terms; for two years.  
Erroll Charters, no. 130 bundle X;  
Spalding Miscellany, ii, 259-60.
- 12 1496, 1 November. Slains  
Thomas Hay, son of William Hay of to William master of Erroll  
Ardendracht  
bond of manrent in standard terms; for life.  
Erroll Charters, no. 160 bundle XI;  
Spalding Miscellany, ii, 261.
- 13 1499, 11 September. The chapel of Laske  
John Cheyne of Essilmont to William 3rd e. Erroll  
his kin, men and friends  
bond of manrent in standard terms; for life.  
Erroll Charters, no. 160 bundle XI;  
Spalding Miscellany, ii, 261.
- 14 1501 or 1508,<sup>23</sup> 15 August. Edinburgh  
Master Richard Lawson to William 3rd or 4th e. Erroll  
his son and heir  
bond of manrent in standard terms, including promise to  
further them to have justice; for life.  
Erroll Charters, 'Bonds of Manrent' 17;  
Spalding Miscellany, ii, 278.
- 15 1504, 3 June. Aberdeen  
Alexander Bannerman of Waterton to William master of Erroll  
bond of manrent in standard terms; service to his 'forfeftour'  
excepted; for life.  
Erroll Charters, 'Bonds of Manrent' 18;  
Spalding Miscellany, ii, 261-2 (partly printed)
- 16 15--<sup>24</sup>, 6 February. (Aberdeen)  
William Fraser of Philorth to William 3rd or 4th e. Erroll  
his kin and friends  
bond of manrent in standard terms; for life.  
Erroll Charters, 'Bonds of Manrent' 21.
23. Document torn at date; what remains is 'an..' or 'au..'; the date  
given in Spalding Miscellany, 1580, is certainly wrong; there was  
no earl William at that date.
24. For the possible dating of this bond, see above, p.295, n.25.  
Aberdeen is given in the inventory; it is too faded to be legible  
in the bond.



ERROLLMANRENT AND MAINTENANCE

- 17 1506, 23 February. Slains  
 Thomas Crawford, s. and h. of to William master of Erroll  
 William Crawford of Federaught  
 his kin and friends  
 bond of manrent in standard terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 22;  
Spalding Miscellany, ii, 262 (partly printed)
- 18 1506, 2 June. Slains  
 Henry Cheyne of Essilmont to William master of Erroll  
 his kin and friends  
 bond of manrent in standard terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 23;  
Spalding Miscellany, ii, 262 (partly printed).
- 19 1507, 10 July. Perth  
 Andrew Hering of Glasclune, s. and h. to William 4th s. Erroll  
 of James Hering of Lethenty  
 his kin and friends  
 bond of manrent in standard terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 25;  
Spalding Miscellany, ii, 263-4 (partly printed).
- 20 1508, 4 January. Slains  
 Gilbert Hay of Ardendracht to William 4th s. Erroll  
 his heirs  
 bond of manrent in standard terms; given because Erroll  
 has infeft him for life in certain of his lands of the  
 barony of Slains; for life.  
 Erroll Charters, 'Bonds of Manrent' 26;  
Spalding Miscellany, ii, 264-5.
- 21 1509, 26 February. Aberdeen  
 Robert Waus to William 4th s. Erroll  
 bond of manrent in standard terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 27;  
Spalding Miscellany, ii, 265 (partly printed).
- 22 1511, 8 January. Aberdeen  
 Ranald Udny of that ilk to William 4th s. Erroll  
 his kin, man and servants  
 bond of manrent in standard terms; promise to assist Erroll  
 against all save his kin; given for maintenance; for life.  
 Erroll Charters, 'Bonds of Manrent' 28;  
Spalding Miscellany, ii, 265-6 (partly printed).
- 23 1515, 5 February. Slains  
 Alexander Hay of Ardendracht to William 5th s. Erroll  
 his heirs  
 bond of manrent in standard terms; for infeftment for  
 life in lands of Ardmacrone; for life.  
 Erroll Charters, 'Bonds of Manrent' 29;  
Spalding Miscellany, ii, 266 (partly printed).

ERROLLMANRENT AND MAINTENANCE

- 24 1515, 26 February. (no place)  
 William Leak, burges of Aberdeen to William 5th e. Erroll  
 his heirs  
 bond of manrent in standard terms; given because Erroll has  
 admitted him as tenant for life of half of the lands of Leak  
 belonging to his late father William Leak of that ilk; for  
 life.  
Erroll Charters, 'Bonds of Manrent' 30;  
Spalding Miscellany, ii, 266-7 (partly printed).
- 25 1516, 23 May. Slains  
 Patrick Cheyne of Essilmont to William 5th e. Erroll  
 his heirs male, from age of  
 thirteen  
 bond of manrent in standard terms; given because Erroll  
 has infeft him for life in lands of Tarty; for life.  
Erroll Charters, 'Bonds of Manrent' 31;  
Spalding Miscellany, ii, 267 (partly printed).
- 26 1516, 24 May. Slains  
 Patrick Cheyne of Essilmont to William 5th e. Erroll  
 his kin, friends and servants his heirs  
 bond of maintenance in general terms; given for manrent;  
 for life.  
Erroll Charters, 'Bonds of Manrent' 32;  
Spalding Miscellany, ii, 268.
- 27 1521, 21 February. Perth  
 Andrew Moncur of that ilk to William 5th e. Erroll  
 his s. and h. Andrew his heirs  
 his men and servants  
 bond of manrent in standard terms; given for grant of lands  
 of Ross in Perthshire in blench-ferme; for their lives.  
Erroll Charters, 'Bonds of Manrent' 33;  
Spalding Miscellany, ii, 268-9 (partly printed)
- 28 1543, 22 May. Slains  
 Alexander Chalmer of Balnacraig to George 7th e. Erroll  
 bond of manrent in standard terms; given for bond of  
 maintenance and good deeds; for life.  
Erroll Charters, 'Bonds of Manrent' 34;  
Spalding Miscellany, ii, 269-70.
- 29 (1543, 22 May. Slains)  
 Alexander Chalmer of Balnacraig by George 7th e. Erroll  
 his friends and servants  
 bond of maintenance in general terms; Alexander to have  
 entry to half of Ardlathin, barony of Slains; if Erroll  
 redeems it, Alexander will have letter of tack for five  
 years, or 14, 8 Bolls of meal and beer, 4 wedders, 4 geese,  
 6 capons and two dozen poultry per annum; and every five  
 years a new letter of tack, for life, or after the first  
 five years Alexander will be free of his bond; given for  
 manrent.  
Erroll Charters, 'Bonds of Manrent' 34; incomplete  
bond on dorse of bond of manrent, in same hand;  
Spalding Miscellany, ii, 270-1.

ERROLLMANRENT AND MAINTENANCE

- 30 1543, 8 November. Erroll  
 John Cochrane of Pitfour to George 7th e. Erroll  
 his heirs earls of Erroll  
 bond of manrent in standard terms; allegiance to Crawford  
 excepted; given for certain pleasures and profits; for  
 life.  
 Erroll Charters, 'Bonds of Manrent', 35;  
Spalding Miscellany, ii, 271-2.
- 31 1544, - January. Slains  
 Patrick Cheyne of Essilmont to George 7th e. Erroll  
 his kin, friends and servants his heirs male of surname  
 of Hay  
 bond of manrent in standard terms; given for gratitude and  
 augmentation of my lands of Tarty; for life.  
 Erroll Charters, 'Bonds of Manrent' 36.
- 32 1544, 16 December. Slains  
 George Meldrum of Fyvy to George 7th e. Erroll  
 his friends and servants  
 bond of manrent in standard terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 37;  
Spalding Miscellany, ii, 272 (partly printed).
- 33 1544, 16 December. Slains  
 Patrick Mowat of Boquhall to George 7th e. Erroll  
 his friends and servants  
 bond of manrent in standard terms; for life.  
 Erroll Charters 'Bonds of Manrent' 38;  
Spalding Miscellany, ii, 272-3 (partly printed).
- 34 1545, 1 February. Slains  
 Alexander Buchan of Auchmacoy to George 7th e. Erroll  
 his kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance; for life.  
 Erroll Charters, 'Bonds of Manrent' 39;  
Spalding Miscellany, ii, 273 (partly printed).
- 35 1554, 18 July. Slains  
 John Waus of Many to George 7th e. Erroll  
 his s. and h. Alexander Andrew master of Erroll  
 bond of manrent in general terms; given for gratitude  
 and bond of maintenance; for their lives.  
 Erroll Charters, 'Bonds of Manrent' 41;  
Spalding Miscellany, ii, 275-6.
- 36 1570, 14 November. Slains  
 Andrew master of Erroll  
 Andrew Tulydaf, s. and h. to Alexander Tulydaf of Rainieston  
 Tulydaf's servants and a 'sufficient ridand man'  
 indenture: manrent in standard terms; the master to pay  
 sixteen bolls of meal per annum, and provide Tulydaf with  
 armour and weapons and, if his horse dies on the master's  
 service, to provide another; for life.  
 Erroll Charters, 'Bonds of Manrent' 42;  
Spalding Miscellany, ii, 276-7.

ERROLLMANRENT AND MAINTENANCE

- 37 1602, 5 February. Perth  
 Andrew Hering of Littleblair to Francis 9th e. Erroll  
 his heirs  
 bond of manrent in standard terms; given for letter of  
 slains granted by Erroll as head of his kin, for the murder  
 of James, son of the late William Hay of Gourdie; for life.  
 Erroll Charters, 'Bonds of manrent' 44;  
Spalding Miscellany, ii, 280-1.
- 38 1603, 15 November. Coupar Angus  
 Silvester Rattray of Craighall to Francis 9th e. Erroll  
 his heirs, lairds of Craighall his heirs earls of Erroll  
 bond of manrent in standard terms; given for favour by  
 Erroll in granting letter of slains by Andrew Hay of Gourdie,  
 brother of the murdered James Hay, and the rest of their kin.  
 Erroll Charters, 'Bonds of Manrent' 45;  
Spalding Miscellany, ii, 281-2.

LOST BONDS

- 39 1458, (3 December)  
 Alexander Hay of Dronlaw to William 1st e. Erroll  
 manrent, mentioned in charter granting liferent of lands  
 of Inchtuthill.  
Aberdeen-Banff Illustrations, iii, 125 (mentioned;  
 reference given to Slains Charter Chest, but this  
 charter does not appear in the Erroll inventory.)
- 40 1511, (8 January)  
 Ranald Uchy of that ilk by William 4th e. Erroll  
 bond of maintenance.  
 Erroll 22.
- 41 1545, (1 February)  
 Alexander Buchan of Auchmacoy by George 7th e. Erroll  
 bond of maintenance  
 Erroll 34
- 42 1554, (18 July)  
 John Waus of Many by George 7th e. Erroll  
 s. and h. Alexander Andrew master of Erroll  
 bond of maintenance  
 Erroll 35

For other bonds of the earls of Erroll, see:  
 Hamilton 16;  
 Contracts of friendship 2, 7, 17, 49, 90;  
 Political bonds 15, 33.

FLEMING

MANRENT AND MAINTENANCE

- 1 1525, 24 November. Edinburgh  
Malcolm lord Fleming  
Walter Hunter of Polmoode  
their heirs  
indenture of maintenance and manrent in standard terms;  
Walter's manrent given for assithment of his part in  
the murder of Fleming's father; in perpetuity.  
NLS, Wigtown Charters, Acc.3142.
- 2 1536, 19 January. Peebles  
Robert Scott of Howpaslet to Malcolm lord Fleming  
John Scott of Thirlstane  
their servants and partakers  
bond of manrent in standard terms; given for bond of  
maintenance; for life.  
NLS, Wigtown Charters, Acc.3142.

LOST BONDS

- 3 1482, (9 December)  
John Bruce of Stanehouse to Robert lord Fleming  
bond of manrent, referred to in action by Bruce against  
Fleming and his baillie Andrew Oliphant for troubling him  
in the twelve merkland of Dumbull given to him in liferent  
for his service; lords auditors decreed that Bruce should  
enjoy the lands, and should serve Fleming 'after the forme  
of his band of manrent & service'.  
ADA, 103.

- 4 1536: bond of maintenance by Fleming to the Scotts: Fleming 2.

For other bonds by the Flemings, see:  
Contracts of friendship 77;  
Political bonds 2, 7, 15, 19, 20.

FOTHERINGHAM

MANRENT AND MAINTENANCE

- 1 1486, 7 June. Dundee  
David Fotheringham, burges of Dundee  
William Cheyne, burges of Dundee  
notarial instrument recording indenture by which David  
promised maintenance by himself and his father to William  
and his wife for life, because of tenderness of blood, and  
for William's feu to David and his heirs of his tenement of  
land in the north of Dundee.  
SR0, Henderson Collection, GD 76/151.

FRASER OF LOVAT

MANRENT AND MAINTENANCE

- 1 1472, 4 May. Nairn  
Hugh lord Fraser of Lovat and heirs  
burgh of Nairn: community and their heirs  
indenture of maintenance and manrent in general terms;  
Fraser having secured the burgh's mill for its use, he  
is to have it for seven years.  
Spalding Miscellany, v, 288.
- 2 1572, 6 July. Beaulieu  
Hugh lord Fraser of Lovat;  
John Muideartach Macalastair, captain of Clanranald  
his son Alan  
heirs of both parties  
kin, friends and servants of both parties  
contract of maintenance and manrent in general terms;  
allegiance excepted by Fraser to Atholl and heirs and  
Donald Macdonald Gorm and heirs; by Macalastairs to  
Argyll and heirs, and heirs of late James Macdonald of  
Kintyre; in perpetuity.  
Printed by J. Edwards, 'A Scottish Bond of Friendship;  
1572', in SHR, xxiv, (1927), 176-7; no reference given.

For other bonds of the Frasers of Lovat, see:  
Gordon 35, 41, 55, 87; Macdonald lord of the Isles 1;  
Contracts of friendship 92; Political bonds 7.

GLAMIS

MANRENT AND MAINTENANCE

- 1 1520, 26 July. Glamis 25  
William Wood of Bonytone to John lord Glamis  
his friends and servants  
bond of manrent in standard terms; for life.  
Glamis Charters box 1.

See also: Political bonds 6, 15, 33.

25. 'Bonytone' comes from the endorsement; the document is torn  
after the name.

GLENCAIRNMANRENT AND MAINTENANCE

- 1 1552, - March. Ayr  
 John Porterfield of that ilk to Alexander 4th e. Glencairn  
 his kin, friends and servants  
 bond of manrent in general terms; to assist in the  
 recovery of the lands of Duntow, his heritage disponed to  
 him by lord Lyle; for life.  
 SR0, Glencairn Muniments, GD 39/62.

For other bonds of the earls of Glencairn, see:  
 Hamilton 17;  
 Contracts of Friendship 64, 65; Political bonds 6, 14, 15, 30, 33.

GORDONMANRENT AND MAINTENANCE

The general reference for the majority of the bonds in this collection is  
 SR0, Gordon Castle Muniments, GD 44; most are in print, in  
Spalding Miscellany, iv.

- 1 1444, 30 September. Aberdeen  
 James of Forbes, s. and h. to Alexander Seton of Gordon  
 of Alexander of Forbes  
 bond of manrent in general terms; for life.  
 GD 44 13.8.1; Spalding Miscellany, iv, 179.
- 2 1460, 22 July. Edinburgh  
 Adam Hamilton, son of James to George lord Gordon  
 Hamilton of Fingalton  
 bond of manrent in general terms; allegiance to the laird  
 of Kinnoul excepted; for life.  
 GD 44 13.7.1; Spalding Miscellany, iv, 179-80.
- 3 1463, 13 January. Aberdeen  
 burgh of Aberdeen to Alexander 1st e. Huntly  
 bond of manrent in standard terms; given for bond of  
 maintenance; for ten years.  
Aberdeen Council Register, i, 22.
- 4 1468, 8 July. Aberdeen  
 William lord Forbes to Alexander 1st e. Huntly  
 bond of manrent in standard terms; for life.  
 GD 44 13.8.2; Spalding Miscellany, iv, 181 (partly  
 printed)





GORDONMANRENT AND MAINTENANCE

- 13 1491, 8 September. Luncarty  
Alexander Innes of Aberchirder to Alexander lord Gordon  
his kin, friends and men  
bond of manrent in standard terms; manrent to Huntly and  
service to his 'forfeftouris' excepted; for life.  
GD 44 13.8.7; Spalding Miscellany, iv, 189.
- 14 1496, 3 May  
Alexander Irvine of Drum to George 2nd s. Huntly  
bond of manrent; given for grant of land of Arlsairies, or  
two Cullaairlies, in blanche-ferme.  
Forbes-Leslie, Irvings of Drum, 59, 155 (mentioned;  
the name of the lands differs in these references).
- 15 1497, 4 April. Lochcanmor  
William Lauchlanson, s. of late to Alexander lord Gordon  
Lauchlan Mackintosh of Galow  
his kin and friends  
bond of manrent in standard terms; service to his 'forfeftouris'  
excepted; for life.  
GD 44 13.7.7; Spalding Miscellany, iv, 189-90.
- 16 1498, 24 January. Inverness  
Robert Stewart of Clava to Alexander lord Gordon  
bond of manrent in standard terms; allegiance to Huntly  
excepted; for life.  
GD 44 13.8.8; Spalding Miscellany, iv, 190-1 (partly  
printed).
- 17 1502, 10 October. Aberdeen  
Alexander Seton of Tullibody to Alexander 3rd s. Huntly  
bond of manrent in standard terms; allegiance to Bothwell  
excepted; for life.  
GD 44 13.8.12; Spalding Miscellany, iv, 191-2 (partly  
printed).
- 18 1504, 5 March. Invercrobok  
Alexander Grome of Invercrobok to Alexander 3rd s. Huntly  
his friends  
bond of manrent in standard terms; for life.  
GD 44 13.8.9; Spalding Miscellany, iv, 192.
- 19 1507, 14 February. Edinburgh  
Alexander Scott of Balwearie to Alexander 3rd s. Huntly  
bond of manrent in standard terms; service to his  
'forfeftouris' excepted; given for certain fee and bond  
of maintenance; for life.  
GD 44 13.8.10; Spalding Miscellany, iv, 192-3 (partly  
printed).
- 20 1508, 17 April. Balwearie  
Alexander 3rd s. Huntly  
Alexander Reid of Dallarquharney  
indenture: manrent to Huntly, for fee - forest of Glenhaithuyth  
in Strathardle and lands of Dalnagarn; Reid excepts service  
owed of law to his other lords; for life.  
GD 44 13.7.8; Spalding Miscellany, iv, 193-4 (partly  
printed).

GORDONMANRENT AND MAINTENANCE

- 21 1509, 14 February. Edinburgh  
 William Robertson of Struan to Alexander 3rd s. Huntly  
 his kin, friends and servants  
 bond of manrent in general terms; allegiance to Atholl  
 excepted; given for bond of maintenance; for life.  
 GD 44 13.7.8; Spalding Miscellany, iv, 194 (partly  
 printed).
- 22 1511, 10 March. Inverness  
 Doule Rensaldon, s. and h. of late to Alexander 3rd s. Huntly  
 Ronald Alanson of Alanbrigin  
 bond of manrent in standard terms; given for reward help  
 and supply; for life.  
 GD 44 13.7.9; Spalding Miscellany, iv, 195-6 (partly  
 printed).
- 23 1511, 25 June. Huntly  
 Thomas Duncanson, s. and h. of Duncan to Alexander 3rd s. Huntly  
 Thomson of Auchinhampris  
 his kin, friends and men  
 bond of manrent in standard terms; given for bond of  
 maintenance; for life.  
 GD 44 13.8.13; Spalding Miscellany, iv, 196 (partly  
 printed).
- 24 1521, 29 July. Huntly  
 Alexander Cheyne of Straloch to Alexander 3rd s. Huntly  
 his kin, friends and servants  
 bond of manrent in general terms; service to his 'forfeftouris'  
 excepted; for life.  
 GD 44 13.9.27; Spalding Miscellany, iv, 197.
- 25 1522, 28 February. Huntly  
 John lord Forbes to Alexander 3rd s. Huntly  
 his kin, friends, household and  
 servants  
 notarial instrument recording promise of manrent in standard  
 terms; in Latin.  
 GD 44 13.7.10; Spalding Miscellany, iv, 197-8.
- 26 1532, 26 June. Pitlurg  
 Hector Mackintosh, captain of to George 4th s. Huntly  
 Clanchattan  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 GD 44 13.8.16; Spalding Miscellany, iv, 198-9; (partly  
 printed).
- 27 1536, 10 June. Huntly  
 James Garroch of Kinestair to George 4th s. Huntly  
 his s. and h. John  
 bond of manrent in standard terms; service to their  
 'forfeftouris' excepted; for their lives.  
 GD 44 13.8.18; Spalding Miscellany, iv, 199 (partly  
 printed).

GORDONMANRENT AND MAINTENANCE

- 28 1536, 1 November. Edinburgh  
 Robert Duguid of Auchinheve to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 GD 44 13.7.13; Spalding Miscellany, iv, 199-200 (partly printed).
- 29 1537, 25 June. Lenturk  
 Duncan Dawson of Auchinhampris to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 GD 44 13.8.17; Spalding Miscellany, iv, 202 (partly printed).
- 30 1538, 31 July. Edinburgh  
 George lord Hume to George 4th s. Huntly  
 his kin, friends and followers his kin friends and followers  
 bond of manrent in standard terms; for life. Text same as that of Alexander Hume to Alexander master of Huntly; Gordon 12.  
 GD 44, 13.7.14; Spalding Miscellany, iv, 203 (partly printed).
- 31 1539, 5 November. Elgin  
 Alexander Gordon of Strathoun to George 4th s. Huntly  
 his heirs male his heirs male  
 his kin, friends and servants  
 bond of manrent in standard terms; given for grant of lands of the mains of Cluny and mill; in perpetuity.  
 GD 44, 13.7.15; Spalding Miscellany, iv, 203-4 (partly printed).
- 32 1541, 31 July. Aberdeen  
 John Leslie of Syde, s. and h. of to George 4th s. Huntly  
 William Leslie of Balquhain  
 his kin, friends and servants  
 bond of manrent in standard terms; allegiance to Rothes excepted; given for 400 merks and other gratuities; for life.  
 GD 44 13.8.19; Spalding Miscellany, iv, 205 (partly printed).
- 33 1543, 27 March. Edinburgh  
 William lord Saltoun of Rothiemay to George 4th s. Huntly  
 his kin, friends and adherents  
 bond of manrent in standard terms; for life.  
 GD 44 13.7.18; Spalding Miscellany, iv, 206-7 (partly printed).
- 34 1543, 2 May. Inverness  
 Clanchattans: twenty-one names to George 4th s. Huntly  
 bond promising that if their chief gives up his bond of manrent for himself and them which he had promised to give to Huntly (see Gordon 38), they will renounce him and continue to serve Huntly.  
 GD 44, 13.9.24; Spalding Miscellany, iv, 260 (partly printed).

GORDONMANRENT AND MAINTENANCE

- 35 1543, 2 May. Inverness  
 Hugh lord Fraser of Lovat to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 GD 44 13.7.17; Spalding Miscellany, iv, 207 (partly printed).
- 36 1543, 3 May. Inverness  
 Ewin Alanson, captain of Clancameron to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 GD 44 13.8.23; Spalding Miscellany, iv, 208 (partly printed).
- 37 1543, 10 May. Huntly  
 John Allardice of that ilk to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; given for certain  
 gratuities; for life.  
 GD 44 13.8.20; Spalding Miscellany, iv, 208-9 (partly printed).
- 38 1543, 12 May. Huntly  
 William Mackintosh, s. and h. to late to George 4th s. Huntly  
 Lauchlan Mackintosh of Dunnachten, his heirs earls of Huntly  
 captain of Clanchattan  
 his kin of Clanchattan, friends and  
 servants  
 bond of manrent in standard terms; given for certain lands  
 in fee and bond of maintenance; for life.  
 GD 44 13.8.24; Spalding Miscellany, iv, 209-10 (partly printed).
- 39 1544, 4 January. Forres  
 Alexander Dunbar of Cumnock to George 4th s. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; given for 700 merks and  
 bond of maintenance; for life.  
 GD 44 13.8.21; Spalding Miscellany, iv, 211 (partly printed).
- 40 1544, 19 June. Huntly  
 James Forbes of Corsindawe to George 4th s. Huntly  
 his kin, friends and servants his heirs  
 bond of manrent in standard terms; service to his 'forfeiture'  
 excepted; given for liferent of lands of Inver, Monymusk,  
 and other gratuities; for life.  
 GD 44 13.8.26; Spalding Miscellany, iv, 214 (partly printed).
- 41 (1544),<sup>26</sup> 8 December. Elgin  
 John s. Atholl, John s. Sutherland to George 4th s. Huntly,  
 and thirty five lairds lieutenant of the north  
 bond promising service to Huntly because of troubles in  
 the north; includes promise to punish wrong-doers or deliver  
 them to Huntly and deputies, even if they are kinsmen or  
 servants; given because of Huntly's good lordship.  
 GD 44 13.8.25; Spalding Miscellany, iv, 212-3.
26. Date given in Spalding Miscellany; document torn here.

GORDONMANRENT AND MAINTENANCE

- 42 1546, 8 May. Elgin  
 James Grant of Freuchy to George 4th e. Huntly  
 his s. and h. John  
 their kin, friends and servants  
 bond of manrent in standard terms; given for liferent of  
 six davachs of lands of Strathoun and bailliery of lordship  
 of Strathoun, Huntly having two 'bullis of kye' fed on the  
 lands and two parts of the escheat of court as his father  
 had, and the house of Drummin always being open to him and  
 his heirs; for life.  
 GD 44 13.7.19; Spalding Miscellany, iv, 214-5 (partly  
 printed).
- 43 1547, 27 February. Inverness  
 George 4th e. Huntly  
 Ewin Macdonald, captain of Clancameron  
 Ewin's kin, clan and friends  
 contract of maintenance and manrent in standard terms; for  
 life.  
 GD 44 13.9.25; Spalding Miscellany, iv, 218-9 (partly  
 printed).
- 44 1549, (no day, month or place)  
 John Forbes of Brux to George 4th e. Huntly  
 John Forbes of Towie  
 bond of manrent in standard terms; for their lives.  
 GD 44 13.8.27; Spalding Miscellany, iv, 219 (partly  
 printed).
- 45 1550, 28 June. Huntly  
 Robert Munro of Foulis to George 4th e. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance and £40 per annum; for life.  
 GD 44 13.8.28; Spalding Miscellany, iv, 220 (partly  
 printed).
- 46 1552, 26 September. Huntly  
 George 4th e. Huntly  
 Arthur Forbes of Balfour  
 their heirs  
 Arthur's kin, friends and servants  
 contract of maintenance and manrent in standard terms;  
 Huntly to give Arthur a davach of land in lordship of  
 Monymusk and £40; Arthur not to be compelled to assist  
 Huntly against lord Forbes; for life.  
 GD 44 13.8.29; Spalding Miscellany, iv, 220-2 (partly  
 printed; wrongly dated 25 September).

GORDONMANRENT AND MAINTENANCE

- 47 1553, 11 September. Ruthven of Badenoch  
George 4th s. Huntly;  
John Muideartach, captain of Clanranald,  
and son Alan  
their kin, friends and allies  
contract of maintenance and manrent in general terms; Huntly  
forgives John and Alan their past offences; John and Alan  
to do their best to bring to Huntly Donald Gorm and other  
captains and chiefs of the north isles, to pass to the  
governor and council; for life.  
GD 44, 13.7.21; Spalding Miscellany, iv, 222-3 (partly  
printed).
- 48 1554, 1 May. Edinburgh  
George Meldrum of Fyvy to George 4th s. Huntly  
bond of manrent in standard terms; for life.  
GD 44 13.8.30; Spalding Miscellany, iv, 223 (partly  
printed).
- 49 1554, 1 May. Edinburgh  
George 4th s. Huntly  
Duncan Forbes of Monymusk  
Huntly's heirs  
contract of maintenance and manrent in general terms; lease  
of lands to Duncan for nineteen years; contract for nineteen  
years.  
GD 44 13.8.31; Spalding Miscellany, iv, 224 (partly  
printed).
- 50 1560, 27 July. Huntly  
George 4th s. Huntly  
Alexander Irvine of Balty  
contract of maintenance and manrent in general terms;  
allegiance to Irvine of Drum excepted by Irvine.  
GD 44 13.8.32; Spalding Miscellany, iv, 224-5 (partly  
printed; wrongly dated 26 July).
- 51 1568, 27 June. Huntly  
Lauchlan Mackintosh of Dunnachten, to George 5th s. Huntly  
captain of Clanchattan his heirs earls of Huntly  
his heirs  
his kin of Clanchattan, friends  
and servants  
bond of manrent in standard terms; includes reservation that  
if any of his kin and friends will not join in Huntly's  
service, it should not be prejudicial to him or his heirs;  
given for certain lands and bond of maintenance; in  
perpetuity.<sup>27</sup>  
GD 44 13.7.22; Spalding Miscellany, iv, 225-6 (partly  
printed).
27. Both follow on a contract agreeing that bonds should be in  
settling their differences and restoring friendships: SRO,  
Mackintosh Muniments, GD 176/90.

GORDONMANRENT AND MAINTENANCE

- 52 1568, 27 June. Huntly  
 Lauchlan Mackintosh of Dunnachten by George 5th s. Huntly  
 his heirs his heirs  
 his kin, friends and servants his kin, friends and servants  
 assisting him in Huntly's service  
 bond of maintenance in standard terms; given for bond of  
 manrent; in perpetuity.<sup>27</sup>  
 SRD, Mackintosh Muniments, GD 176/89.
- 53 1569, 17 October. Huntly  
 Andrew Meldrum of Darley to George 5th s. Huntly  
 his heirs male his heirs earls of Huntly  
 his friends and servants  
 bond of manrent in standard terms; given for certain lands  
 to Meldrum and his wife Catherine Gordon, and for bond of  
 maintenance; in perpetuity.  
 GD 44 13.8.34; Spalding Miscellany, iv, 227 (partly  
 printed).
- 54 1569, 29 November. Elgin  
 John Grant of Freuchy to George 5th s. Huntly  
 his kin, friends and servants  
 bond of manrent in general terms.  
 GD 44 13.8.11; Spalding Miscellany, iv, 195 (partly  
 printed; wrongly dated 1509).
- 55 1570, 26 July. Aberdeen  
 George 5th s. Huntly  
 Hugh lord Fraser of Lovat  
 Hugh's kin and friends  
 contract of maintenance and manrent in general terms; Huntly  
 will attempt to persuade the abbot of Kinloss to feu to  
 Fraser the lands and mains of Beauly with the salmon fishings;  
 if he refuses, will aid Fraser against him.  
 GD 44 13.8.35; Spalding Miscellany, iv, 227-8 (partly  
 printed).
- 56 1570, 31 July. Aberdeen  
 Y Mackay of Far to George 5th s. Huntly  
 his heirs his heirs earls of Huntly  
 his kin, friends and adherents  
 bond of manrent in standard terms; includes promise that  
 at entry of his heirs to lands of Strathnaver and Far, held  
 of Huntly, they will come to Huntly or heirs, and give oaths  
 of fidelity, service and homage; in perpetuity.  
 GD 44 13.7.24; Spalding Miscellany, iv, 228-9 (partly  
 printed).
27. Both follow on a contract agreeing that bonds should be in  
 settling their differences and restoring friendship; SRD,  
 Mackintosh Muniments, GD 176/90.

GORDONMANRENT AND MAINTENANCE

- 57 1585, 2 October. Inverness  
 George 6th e. Huntly  
 Robert Munro of Foulis  
 Huntly's heirs  
 their kin, friends and servants  
 contract of maintenance and manrent in general terms.  
 GD 44 13.8.38; Spalding Miscellany, iv, 232 (partly printed).
- 58 1585, - October. Inverness  
 George 6th e. Huntly  
 Donald MacAngus of Glengarry  
 their kin, friends and servants  
 bond of maintenance and manrent in general terms.  
 GD 44 13.7.27; Spalding Miscellany, iv, 232-3 (partly printed).
- 59 1585, - and 4 November. Aberdeen and --  
 George 6th e. Huntly  
 Colin Mackenzie of Kintail  
 Huntly's heirs  
 Mackenzie's kin, friends and partakers  
 bond of maintenance and manrent in standard terms; Huntly excepts his own kin and friends, if controversy arises between them and Mackenzie, when he will use the 'missour off equalite'.  
 GD 44 13.8.37; Spalding Miscellany, iv, 231-2 (partly printed).
- 60 1585, 4 and - November. Aberdeen and --  
 George 6th e. Huntly  
 Torquil Macleod, fier of Lewis and s. and h. John  
 their heirs  
 bond of maintenance and manrent in standard terms; Huntly excepts those who are already in his maintenance; if controversy arises, he will be an equal master to them.  
 GD 44 13.7.25; Spalding Miscellany, iv, 230-1 (partly printed).
- 61 1585, 18 December. Wsem  
 Alastair Macgregor of Glenatray, with to George 6th e. Huntly  
 advice of his uncle and tutor Ewin, his kin and friends  
 and Ewin for his own part  
 their heirs  
 their kin, friends and servants  
 bond of manrent in general terms.  
 GD 44 13.8.40; Spalding Miscellany, iv, 233-4 (partly printed).
- 62 1585, 22 December. Blair  
 George Drummond of Blair to George 6th e. Huntly  
 his kin, friends and allies  
 bond of manrent in general terms; given for bond of maintenance.  
 GD 44 13.7.26; Spalding Miscellany, iv, 234 (partly printed).



GORDONMANRENT AND MAINTENANCE

- 63 1586, 6 March. Elgin  
 Donald Robertson, heir of Struan, to George 6th s. Huntly  
 brother of William Robertson of Struan  
 his heirs  
 his kin, friends and servants  
 bond of manrent in general terms; includes promise to  
 assist in the defence of laird and house of Menzies of  
 Weem; given for good deeds, including procuring from  
 James Menzies of that ilk all right and title to Struan,  
 and for bond of maintenance; in all time coming.  
 GD 44 13.8.39; Spalding Miscellany, iv, 235-6 (partly  
 printed).
- 64 1586, 28 March. Elgin  
 James Dunbar of Cumnock, sheriff to George 6th s. Huntly  
 of Moray  
 his kin, friends and servants  
 bond of manrent in standard terms.  
 GD 44 13.7.29; Spalding Miscellany, iv, 238 (partly  
 printed).
- 65 1586, 20 May. Elgin  
 Donald Gorm of Sleat to George 6th s. Huntly  
 his kin, friends and servants  
 bond of manrent in general terms; given for bond of  
 maintenance; for life.  
 GD 44 13.9.2; Spalding Miscellany, iv, 236 (partly  
 printed).
- 66 1586, -- Elgin  
 John Grant of Freuchy to George 6th s. Huntly  
 his kin, friends and adherents  
 bond of manrent in standard terms.  
 GD 44 13.9.3; Spalding Miscellany, iv, 236-7 (partly  
 printed).
- 67 1586, 31 July. Elgin  
 John Grant of Freuchy by George 6th s. Huntly  
 his kin, friends and adherents his heirs  
 bond of maintenance in general terms.  
 Fraser, Grant, iii, 165.
- 68 1586, 29 October. Bog o' Gight  
 George 6th s. Huntly  
 Kenneth Mackenzie of Kintail  
 their kin and friends  
 bond of maintenance and manrent in general terms; Huntly  
 excepts his own kin and friends, if controversy arises,  
 when he will use a measure of equality.  
 GD 44 13.7.28; Spalding Miscellany, iv, 234-5 (partly  
 printed).

GORDONMANRENT AND MAINTENANCE

- 69 1587, 19 April. Perth  
 Archibald Campbell of Lochnell to George 6th e. Huntly  
 his kin, friends and servants  
 bond of manrent in general terms; allegiance to Argyll  
 excepted; given for bond of maintenance.  
 GD 44 13.9.4; Spalding Miscellany, iv, 238-9 (partly  
 printed).
- 70 1587, 25 September. (no place)  
 George Rattray of Craighall to George 6th e. Huntly  
 his bairns, kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance.  
 GD 44 13.7.31; Spalding Miscellany, iv, 239.
- 71 1588, 1 June. Aberdeen  
 Gilbert Menzies of Pitfodells, to George 6th e. Huntly  
 provost of Aberdeen  
 his brother Thomas Menzies of Durne  
 their sons, kin and friends  
 bond of manrent in standard terms; for their lives.  
 GD 44 13.7.33; Spalding Miscellany, iv, 240 (partly printed).
- 72 1588, 9 June. Perth  
 George Menzies of Pitfodells, by George 6th e. Huntly  
 provost of Aberdeen  
 his brother Thomas Menzies of Durne  
 bond of maintenance in general terms; given provided  
 Menzies remit to Huntly's decision all troubles between  
 them and his kin; for life.  
Aberdeen-Banff Illustrations, iii, 279-80.
- 73 1588, 10 December. Perth  
 Duncan Campbell of Glenorchy by George 6th e. Huntly  
 bond, presumably of maintenance (see Gordon 75)  
Taymouth Book, 244 (mentioned; described as bond of  
 friendship and assistance, which seems unlikely).
- 74 1588, 10 December. Edinburgh  
 Alexander Menzies of that ilk to George 6th e. Huntly  
 bond of manrent in standard terms.  
 GD 44 13.7.32; Spalding Miscellany, iv, 241-2 (partly  
 printed).
- 75 1588, 10 December. Edinburgh  
 Alexander Menzies of that ilk by George 6th e. Huntly  
 his friends  
 bond of maintenance in standard terms.  
 SRD, Breadalbane Muniments, GD 112/24/1 (1538-1589).
- 76 1589, 6 February. Holyroodhouse  
 William Scott of Abbotshall to George 6th e. Huntly  
 his kin, friends and servants, and  
 especially tenants in Strathardill and  
 Glenshee  
 bond of manrent in standard terms; given for bond of  
 maintenance.  
 GD 44 13.9.6; Spalding Miscellany, iv, 242 (partly  
 printed).

GORDON

MANRENT AND MAINTENANCE

- 77 1589, 7 March. Dunfermline  
James Beaton, fiar of Melgund to George 6th e. Huntly  
bond of manrent in standard terms; allegiance to Crawford  
excepted; in all time hereafter.  
GD 44 13.9.5; Spalding Miscellany, iv, 242-3 (wrongly  
dated 17 March).
- 78 1589, 13 November. Elgin  
Lauchlan Mackintosh of Dunnachten to George 6th e. Huntly  
his heirs  
his kin, friends and dependants  
bond of manrent in general terms; promise to make no other  
agreement prejudicial to Huntly.  
GD 44 13.9.7; Spalding Miscellany, iv, 243 (partly  
printed).
- 79 1589, 18 December. Bog o' gight to George 6th e. Huntly  
Robert Innes of Invermarky  
his kin, friends and dependants  
bond of manrent in general terms.  
GD 44 13.9.28; Spalding Miscellany, iv, 244 (partly  
printed).
- 80 1590, 18 December. Edinburgh  
George 6th e. Huntly  
Alexander lord of Spynie  
Huntly's heirs  
bond of maintenance and manrent in general terms; Huntly  
gives to Alexander any right of title to any part of the  
bishopric of Moray; in time coming.  
GD 44 13.7.34; Spalding Miscellany, iv, 244-5 (partly  
printed).
- 81 1591, 5 March. Huntly  
Alan Cameron of Loehiel to George 6th e. Huntly  
bond of manrent in general terms; assistance especially in  
'trublie lettie movit' with Mackintosh of Dunnachten and Grant  
of Freuchy; given for grattitudes, and because Huntly has  
promised never to receive Mackintosh and Grant into his favour  
until Alan also receives satisfaction from them.  
GD 44 13.9.9; Spalding Miscellany, iv, 245 (partly  
printed).
- 82 1591, 16 May. Huntly  
Clanfarson: ten Macphersons to George 6th e. Huntly  
bond of manrent in general terms; for their lives.  
GD 44 13.9.10; Spalding Miscellany, iv, 246 (partly  
printed).
- 83 1591, 22 November. Forres  
John Sutherland of Duffus to George 6th e. Huntly  
Patrick Dunbar of Blair  
and five others  
his kin, friends and  
dependants  
bond of manrent in general terms; assistance to Huntly  
especially in his feud with the earl of Moray; given for  
maintenance. One grantor, John Hay of Lowry, excepts allegiance  
to Erroll his chief (not sheriff, as in Spalding Miscellany).  
GD 44 13.7.35; Spalding Miscellany, iv, 246-7 (partly  
printed).

GORDONMANRENT AND MAINTENANCE

- 84 1592, 16 March. Blackness  
 Humphrey Colquhoun of Luss to George 6th e. Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; given for favour and bond  
 of maintenance; at all times hereafter.  
 GD 44 13.7.36; Spalding Miscellany, iv, 247 (partly  
 printed).
- 85 1592, 11 June. Huntly  
 Alan Cameron of Lochiel to George 6th e. Huntly  
 Alastair Macdonald of Glengarry  
 their kin, friends and servants  
 bond of manrent in general terms; allegiance to those to  
 whom they have particular bonds excepted; given because  
 they are bound to the service and honour of Huntly, and are  
 careful of the preferment and furtherance thereof; for life.  
 GD 44 13.9.11; Spalding Miscellany, iv, 248 (partly  
 printed).
- 86 1597, 17 October. Ruthven in Badenoch  
 George 6th e. Huntly  
 James Mackintosh of Gask  
 his sons Lauchlan and William  
 Mackintoshes' heirs  
 Mackintoshes' friends and servants  
 contract of maintenance and manrent; Huntly forgives all past  
 offence; Mackintoshes promise to enter in no other service  
 without Huntly's advice and license.  
 GD 44 13.9.13; Spalding Miscellany, iv, 249-50 (partly  
 printed).
- 87 1598, 19 July. Inverness.  
 Simon lord Fraser of Lovat to George 6th e. Huntly  
 his heirs  
 bond of manrent in standard terms; given for sundry weighty  
 causes, especially for the duty, blood and consanguinity he  
 has with Huntly; in time to come.  
 GD 44 13.7.33; Spalding Miscellany, iv, 241 (partly  
 printed; wrongly dated 1588).
- 88 1600, 11 August. Elgin  
 Patrick Dunbar of Conzie to George 1st marquis (6th e.)  
 his heirs of Huntly  
 his kin, friends and servants his heirs marquesses of Huntly  
 bond of manrent in standard terms.  
 GD 44 13.9.14; Spalding Miscellany, iv, 251-2 (partly  
 printed).
- 89 1600, 11 August. Elgin  
 Robert Tulloch of Tannaquhaie to George 1st marquis of  
 his heirs Huntly  
 his kin, friends and servants his heirs marquesses of Huntly  
 bond of manrent in standard terms.  
 GD 44 13.7.37; Spalding Miscellany, iv, 251 (partly  
 printed).

GORDONMANRENT AND MAINTENANCE

- 90 1600, 14 September. Tarbert  
 Alexander Dunbar, s. and h. of to George 1st marquis of  
 James Dunbar of Tarbert Huntly, his kin and friends  
 bond of manrent in standard terms; given for favour and  
 goodwill from Huntly; for life.  
 GD 44 13.9.17; Spalding Miscellany, iv, 252 (partly  
 printed).
- 91 1600, 18 September. (no place)  
 George 1st marquis of Huntly;  
 Angus Williamson of Termit  
 his s. and h. Lauchlan and sons John and Alexander  
 his friends, dependants and servants  
 contract: manrent in general terms; Angus reserves right that  
 he alone may accompany Moray; Huntly forgives all past  
 offences, especially in the late troubles between him and  
 Mackintosh of Dunnachan, Angus' chief.  
 GD 44 13.7.38; Spalding Miscellany, iv, 253-4 (partly  
 printed).
- 92 1603, 6 September. Bog o' Gight  
 George 1st marquis of Huntly  
 John Dunbar of Moyne  
 bond of maintenance and manrent in standard terms; Dunbar  
 bound because of long dependance, without break, of his  
 predecessors on house of Huntly; for life.  
 GD 44 13.7.39; Spalding Miscellany, iv, 255-6 (partly  
 printed).
- 93 1603, 6 September. Bog o' Gight  
 George 1st marquis of Huntly  
 James Dunbar of Tarbert  
 bond of maintenance and manrent in standard terms; Dunbar  
 bound because of long dependance, without break, of his  
 predecessors on house of Huntly; for life.  
 GD 44 13.7.40; Spalding Miscellany, iv, 256-7 (partly  
 printed).
- 94 1604, 31 January. Edinburgh  
 George 1st marquis of Huntly  
 Robert Robertson of Struan  
 his kin, friends and partakers  
 bond of maintenance and manrent in standard terms.  
 GD 44 13.9.18; Spalding Miscellany, iv, 254 (partly  
 printed).
- 95 1604, 21 March. Huntly  
 John Leslie of Balquhain to George 1st marquis of Huntly  
 his kin, friends and servants  
 bond of manrent in standard terms; given because of long  
 dependance by his predecessors on house of Huntly, giving  
 bonds of manrent and service, and wishing this to continue for  
 the great good will he bears to Huntly; for life.  
 GD 44 13.9.19; Spalding Miscellany, iv, 255 (partly  
 printed).

GORDONMANRENT AND MAINTENANCE

- 96 1609, 13 May. Stirling  
 John Leslie of Wardes to George 1st marquis of Huntly  
 his heirs  
 bond of manrent in general terms; given for favour by Huntly  
 and maintenance; in perpetuity.  
 GD 44 13.9.20; Spalding Miscellany, iv, 257 (partly  
 printed).

LOST BONDS

- 97 1463, (13 January)  
 burgh of Aberdeen by Alexander 1st e. Huntly  
 bond of maintenance.  
 Gordon 3.
- 98 1470, (10 April)  
 George lord Gordon  
 Alexander Seton  
 bonds of lordship and manrent, referred to as already given in  
 indenture concerning lands of Giles Hay which Gordon promises  
 to help Seton recover.  
HMC, Twelfth Report, Appendix, part VIII, 89.
- 99 1475, (23 September)  
 Lauchlan Mackintosh on Banaquhar to George 2nd e. Huntly  
 his heirs  
 bond of manrent in perpetuity, as agreed in indenture by which  
 Huntly gives Lauchlan the marriage of the heirs of baron  
 Macknahan and ward of his lands.  
 GD 44 13.7.3; Spalding Miscellany, iv, 183-4 (partly  
 printed).
- 100 1483, (16 September)  
 John Grant, grandson and heir of to George 2nd e. Huntly  
 Duncan the Grant  
 manrent for life, referred to in Huntly's bond giving Grant  
 the lands of Kinzara and others.  
Fraser, Grant, iii, 34-5.
- 101 1484, (29 November)  
 William Keith of Ythan to George 2nd e. Huntly<sup>28</sup>  
 manrent, referred to in Keith's bond of manrent to Erroll.  
 Erroll 4.
- 102 1491, (8 September)  
 Alexander Innes of Aberchirder to George 2nd e. Huntly  
 manrent, referred to in Innes' bond of manrent to the master  
 of Huntly.<sup>28</sup>  
 Gordon 13.

28. References to allegiance excepted to other lords are not normally  
 included in this section, because they do not certainly refer to bonds  
 of manrent. But these two references are quite specific.

GORDONLOST BONDS

- 103 1507, (14 February)  
William Scott of Balwearie  
bond of maintenance.  
Gordon 19.  
by Alexander 3rd e. Huntly
- 104 1509, (14 February)  
William Robertson of Struan  
bond of maintenance  
Gordon 21.  
by Alexander 3rd e. Huntly
- 105 1511, (25 June)  
Thomas Duncanson, s, and h. of  
Duncan Thomson of Auchinhemprie  
bond of maintenance.  
Gordon 23.  
by Alexander 3rd e. Huntly
- 106 1536, (10 December)  
George 4th e. Huntly  
Hector Maclean of Duart  
indenture by which parties promise to give bonds of maintenance  
and manrent, and Huntly promises to give Hector land in  
Locheaber in fee 'gyf it pleis the kyngis grace'.  
GD 44 13.7.12; Spalding Miscellany, iv, 200 (partly  
printed).
- 107 1543, (12 May)  
William Mackintosh, captain of  
Clanshatten  
bond of maintenance.  
Gordon 38.  
by George 4th e. Huntly
- 108 1544, (4 January)  
Alexander Dunbar of Cumnock  
bond of maintenance to Dunbar, his kin, friends and servants.  
Gordon 39.  
by George 4th e. Huntly
- 109 1545, (25 March)  
George 4th e. Huntly  
James Grant of Freuchy,  
William Mackintosh of Dunnachten  
John Mackenzie of Kintail  
Alexander Ross of Balnagown  
Robert Munro of Foulis  
contract by which Mackenzie, Ross and Munro promise to help  
Huntly to recover the tacks and earldom of Ross; refers to  
bonds of manrent to be made by Mackenzie and his son John,  
and to bonds of maintenance given by the earl to Ross and Munro.  
Fraser, Grant, iii, 93-4.
- 110 1549 (no day, month or place)  
Alexander lord Hume  
bond promising to renew his father's bond of manrent when  
Huntly shows it to him, because Huntly has given precept of  
sasine of the lands and lordship of Gordon in Berwickshire,  
held by his predecessors of Huntly.  
GD 44 12.7.19.  
to George 4th e. Huntly

GORDONLOST BONDS

- 111 1550, (28 June)  
Robert Munro of Foulis  
bond of maintenance.  
Gordon 45.  
by George 4th e. Huntly
- 112 1552, (25 June)  
George 4th e. Huntly  
John 11th e. Sutherland  
perpetual bonds of maintenance and manrent, conform to  
agreement to end discord between them, and by which Huntly  
discharges Sutherland of rents of Elgin and Forres owed  
since Huntly got earldom of Moray, and promises to lease  
earldom to Sutherland for £800 per annum.  
Fraser, Sutherland, iii, 110-4.
- 113 1569, (17 October)  
Andrew Meldrum of Darley  
his heirs  
bond of maintenance.  
Gordon 53.  
by George 5th e. Huntly  
his heirs
- 114 1585, (22 December)  
George Drummond of Blair  
bond of maintenance.  
Gordon 62.  
by George 6th e. Huntly
- 115 before 1586  
George 6th e. Huntly  
James Menzies of that ilk  
heads of agreement by which James submits the decision of  
Huntly his claim to lands of Struan; parties to be bound  
in manrent and maintenance.  
HMC, Sixth Report, Appendix, 705 (wrongly dated  
31 August 1518; by 1586 Huntly had procured from  
James, now dead, the right and title to Struan which  
he gave to Robertson and his heirs: see Gordon 63).
- 116 1586, (6 March)  
Donald Robertson of Struan  
bond of maintenance.  
Gordon 63.  
by George 6th e. Huntly
- 117 1586, (20 May)  
Donald Gorm of Sleat  
bond of maintenance.  
Gordon 65.  
by George 6th e. Huntly
- 118 1587, (19 April)  
Alexander Campbell of Lochnell  
bond of maintenance to Campbell, his kin and friends.  
Gordon 69.  
by George 6th e. Huntly
- 119 1587, (25 September)  
George Rattray of Craighall  
bond of maintenance.  
Gordon 70.  
by George 6th e. Huntly



GORDONLOST BONDS

- 120 1589, (6 February)  
William Scott of Abbotshall  
bond of maintenance.  
Gordon 76. by George 6th e. Huntly
- 121 1591, (22 November)  
John Sutherland of Duffus  
and six others  
maintenance.  
Gordon 83. by George 6th e. Huntly
- 122 1592, (16 March)  
Humphrey Colquhoun of Luss  
bond of maintenance.  
Gordon 84. by George 6th e. Huntly
- 123 1609, (13 May)  
John Leslie of Wardes  
maintenance.  
Gordon 96. by George 1st marquis of Huntly

For other bonds of the earls of Huntly, see:  
Contracts of friendship 2, 12, 20, 24, 38, 40, 41, 49, 70, 85, 90;  
Political bonds 7, 10, 15, 19, 20, 22, 23, 24, 33.

GRANT OF FREUCHYMANRENT AND MAINTENANCE

- 1 1585, 21 March. Cromdale  
principal men of Clan Grant:  
twenty-seven names to John Grant of Freuchy  
bond of manrent in general terms; given in reply to Grant's  
letter saying that he was sick and asking his kinsmen if they  
found fault with him;<sup>29</sup> grantors lamented his illness and  
assured him they found no fault.  
Fraser, Grant, iii, 157-8.
- 2 1587, 18 November. Ballacastell  
John Grant, heir to Carron to John Grant of Freuchy  
his heirs his heirs  
bond of manrent in general terms; given because Freuchy  
will enter him into town and lands of Culquhoch, Banffshire,  
and for maintenance.  
Fraser, Grant, iii, 165-6.

29. The letter is in Fraser, Grant, iii, 158.

GRANT OF FREUCHYMANRENT AND MAINTENANCE

- 3 1589, 30 June. Ballacastell  
 John Grant of Freuchy  
 Alan Cameron of Lochiel  
 Alan's kin and friends  
 bond of maintenance and manrent in general terms;  
 allegiance to Huntly excepted by Alan.  
 Fraser, Grant, iii, 170.
- 4 1592, 20 June. Abernethy  
 John Grant of Freuchy  
 John dubh Macgregor, brother of Alastair Macgregor of Glenstray  
 Grant's heirs  
 Macgregor's kin and friends  
 contract of maintenance and manrent in general terms;  
 allegiance to Huntly excepted by Grant, to Argyll by  
 Macgregor; given for good deeds and kindness between  
 their predecessors; for all time coming.  
 Fraser, Grant, iii, 183-4.

LOST BONDS

- 5 1535, (1 August)  
 James Grant of Freuchy  
 John Grant of Ballindalloch  
 indenture in which Freuchy promises to infeft John heritably  
 in lands of Ballindalloch; when that happens, they will give  
 bonds of maintenance and manrent.  
 Fraser, Grant, iii, 78-80.
- 6 1569, (23 February)  
 Patrick Grant of Ballindalloch to John Grant of Freuchy  
 bond promising that he and his heirs will give bonds of  
 manrent to Freuchy and heirs on entry to lands, Freuchy  
 and heirs giving bonds of maintenance.  
 Fraser, Grant, iii, 135-6.
- 7 1571, (17 November)  
 John Grant of Freuchy  
 Angus Macalastair of Glengarry  
 their heirs  
 perpetual bonds of maintenance and manrent to be given,  
 as agreed in their marriage contract concerning marriage  
 of Freuchy's daughter Helen to Angus' son Donald.  
 Fraser, Grant, iii, 143-9.
- 8 1587, (18 November)  
 John Grant, heir to Carron by John Grant of Freuchy  
 his heirs his heirs  
 bond of maintenance.  
 Grant 2.

GRANT OF FREUCHYLOST BONDS

9 1597, (28 April)

John Grant of Freuchy

Donald MacAngus of Glengarry

their heirs

Donald's kin and friends

contract agreeing that by 12 May next they will make a contract of maintenance and manrent, in standard terms, in perpetuity; any actions between them to be referred to arbiters; given for 'guid ordour and freindechips, mutwall luif and kyndnes'.

Fraser, Grant, iii, 189-92.

For other bonds of the Grants of Freuchy, see:  
Gordon 41, 42, 54, 66, 67; Moray 2; Ogilvy of that ilk;  
Contracts of friendship 11, 47, 81, 62, 92, 93;  
Political bonds 7, 22, 24, 32, 33.

GRAY OF KINFAUNSMANRENT AND MAINTENANCE

1 1511, 23 July. Edinburgh

Alexander Strathaquin of Balmadie to Andrew lord Gray  
bond of manrent in standard terms; excepts service owed to  
the laird of Kellie and his son William Auchterlonie; for  
life.

Gray of Kinfauns Muniments, Darnaway, vol. II no. 3.

2 1517, 22 February. Edinburgh

Alexander Strathaquin of Carmalie to Patrick lord Gray  
bond of manrent in general terms; allegiance to lord  
Gowrie excepted; for life.

Gray of Kinfauns Muniments, Darnaway, vol. II no. 3.

For other bonds of the lords Gray, see:  
Argyll 31; Archbishops of St. Andrews: Beaton 2;  
Contracts of friendship 10, 46, 81; Political bonds 33.

HAMILTONMANRENT AND MAINTENANCE

- 1 1489, 13 September. Hamilton  
John Somerville of Quothquhan by James lord Hamilton  
Alexander Hume  
bond of maintenance in general terms; given for service;  
for life.  
Somerville, Memorie of the Somervilles, i, 300-1.<sup>30</sup>
  - 2 1515, 18 July. Edinbrugh  
William Wallace of Cragy to James 1st s. Arran  
his kin and friends  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
  - 3 1521, 19 January. Edinburgh  
burgh of Edinburgh to James 1st s. Arran  
bond of manrent in general terms; especially promise to  
refuse entry to Angus and his adherents while Arran is in  
Edinburgh, until they have made peace.<sup>31</sup>  
Hamilton Muniments, box 102.
  - 4 1521, 20 January. Edinburgh  
burgh of Edinburgh by James 1st s. Arran  
his kin, friends and servants  
bond of maintenance in general terms; especially  
defend provost and burgh against any who invade unjustly;  
given for unity and concord to be kept between them; in  
time coming.<sup>31</sup>  
Edinburgh City Charters, 204-5.
  - 5 1527, 18 October. Glasgow  
Robert Stewart of Minto, provost of to James 1st s. Arran  
Glasgow  
bond of manrent in standard terms; allegiance to archbishop  
of Glasgow excepted; to last while he is provost.  
Hamilton Muniments, box 102.
  - 6 1528, 1 January.  
Alan Stewart of Craighall to James 1st s. Arran  
bond of manrent in standard terms; for ten years.  
Hamilton Muniments, box 102.
  - 7 1528, 4 July. Edinburgh  
Walter Scott of Branxholme to James 1st s. Arran  
bond of manrent in standard terms; given for bond of  
maintenance; for life.  
Hamilton Muniments, box 102.
30. This is a very unreliable work; but unlike the bond given by the author as a bond of manrent of 1281 (see above, p.42, no. 17), this bond could be genuine, and is therefore included here.
31. These bonds were made in the aftermath of 'Cleanse the Causeway', the street-fight between the Hamiltons and the Douglasses in April 1520, and after a decade of rivalry between Arran and Angus for control of the burgh.

HAMILTONMANRENT AND MAINTENANCE

- 8 1535, 23 July. Glenkill  
 Ninian Stewart, sheriff of Bute to James 2nd s. Arran  
 his s. and h. James, and  
 his seven other sons  
 his kin, friends and servants  
 bond of manrent in standard terms.  
 Hamilton Muniments, box 102.
- 9 1543, 2 June. Edinburgh  
 Hugh Campbell of Loudoun, sheriff to James 2nd s. Arran,  
 of Ayr governor  
 his kin, friends and servants  
 bond of manrent in standard terms; given because Arran has  
 leased to him the teind shares of Dundonald and Croesbie in  
 yearly fee, and for other gratitudes; for life.  
 Hamilton Muniments, box 102.
- 10 1544, 2 August. Linlithgow  
 Neil Montgomery of Langshaw to James 2nd s. Arran,  
 governor  
 bond of manrent in standard terms; given for maintenance;  
 for life.  
 Hamilton Muniments, box 102.
- 11 1544, ---. Edinburgh  
 John of Wemyss of that ilk to James 2nd s. Arran,  
 his kin, friends and servants governor  
 bond of manrent in general terms; given for great pleasures  
 and for the gift of relief of his land and the non-entry  
 of one part of it; to last during the queen's minority.  
 Hamilton Muniments, box 102.
- 12 1545, (no day, month or place)  
 James Kennedy of Blairquhan to James 2nd s. Arran,  
 governor  
 bond of manrent in standard terms; given for bond of  
 maintenance and sundry gratitudes; for life.  
 Hamilton Muniments, box 102.
- 13 1545, (no day, month or place)  
 Thomas Maclellan of Bombie to James 2nd s. Arran,  
 governor  
 bond of manrent in standard terms; given for bond of  
 maintenance and sundry gratitudes; for life.  
 Hamilton Muniments, box 102.
- 14 1546, 11 January. Linlithgow  
 Robert 5th lord Maxwell to James 2nd s. Arran  
 his kin, friends and servants governor  
 bond of manrent in general terms; service especially against  
 England and rebels against queen and governor; given  
 because Arran has been a good master, and for gratitudes and  
 good deeds.  
 Hamilton Muniments, box 102.

HAMILTONMANRENT AND MAINTENANCE

- 15 1546, 24 January. Edinburgh  
Patrick 3rd s. Bothwell  
to James 2nd s. Arran,  
governor  
bond of manrent in standard terms; for maintenance and  
sundry gratuities; to last while Arran is governor.  
Hamilton Muniments, box 102.
- 16 1546, 10 April. Linlithgow  
George 7th s. Erroll  
to James 2nd s. Arran,  
governor  
bond of manrent in standard terms; given because Erroll's  
son Andrew has received new infeftment of the Erroll lands,  
and for sundry other gratuities; for life.  
Hamilton Muniments, box 102.
- 17 1546, 19 August. Edinburgh  
William 6th s. Glensaim  
his kin, friends and servants  
to James 2nd s. Arran,  
governor  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
- 18 1546, 22 August. Edinburgh  
Archibald 6th s. Angus  
George Douglas of Pittendreich  
James Douglas of Drumlanrig  
their kin, friends and servants  
to James 2nd s. Arran,  
governor  
bond of manrent in standard terms; given because Arran has  
been good and true to them; to last during the queen's  
minority, after which an equal bond to be made between them.  
Hamilton Muniments, box 102.
- 19 1549, 13 March. Edinburgh  
Robert lord Boyd of Kilmarnock  
his heirs  
his kin, friends and servants  
to James 2nd s. Arran,  
governor  
his heirs  
bond of manrent in standard terms; for bond of maintenance -  
terms given; in perpetuity.  
Hamilton Muniments, box 102.
- 20 1549, 13 March. Edinburgh  
Robert lord Boyd  
his heirs  
by James 2nd s. Arran, governor  
his heirs  
his kin, friends and servants  
bond of maintenance in standard terms; includes promise to  
pay Boyd £40 per annum;<sup>32</sup> given for bond of manrent; in  
perpetuity.  
SRO, Boyd Papers, GD 8/141.
32. The document is very faded here, and only 'fourty' is legible;  
but £40 is stated in the indenture between Arran and Boyd made on  
12 March 1549, by which they agreed to make bonds of maintenance  
and manrent: Hamilton Muniments, box 102; SRO, Boyd Papers, GD 8/142.

HAMILTONMANRENT AND MAINTENANCE

- 21 1549, 18 November. Edinburgh  
 James Hamilton of Crawford-John to James 2nd s. Arran,  
 his heirs governor  
 his kin, friends and servants  
 bond of manrent in standard terms, made on advice of his  
 curators John archbishop of St. Andrews and William Hamilton  
 of Sanquhar; given because Arran has discharged various sums  
 of money owed by his father and now by him; in perpetuity.  
 Hamilton Muniments, box 102.
- 22 1551, 22 April. Brodick  
 Gillespie Maccairlie to James d. Chatelherault,  
 his kin, friends and household governor  
 bond of manrent in standard terms; especially promises to  
 defend captain of Brodick; given for good will and favour;  
 for life.  
 Hamilton Muniments, box 102.
- 23 1551, 22 April. Brodick  
 Angus Macrannald to James d. Chatelherault,  
 his kin, friends and household governor  
 bond of manrent in standard terms; especially promises to  
 defend captain of Brodick; given for special favours; for  
 life.  
 Hamilton Muniments, box 102.
- 24 1551, 18 November. Dumfries  
 Robert 6th lord Maxwell to James d. Chatelherault,  
 his kin, friends and servants governor  
 bond of manrent in standard terms; for life.  
 Hamilton Muniments, box 102.
- 25 (1551)<sup>33</sup>  
 John and Duncan Mackenn in Sliderry to James d. Chatelherault,  
 governor  
 bond of manrent in standard terms; for their lives.  
 Hamilton Muniments, box 102.
- 26 1552, (no day or month). Edinburgh  
 James Dunbar of that ilk to James d. Chatelherault,  
 his s. and h. George governor  
 their kin, friends and servants  
 bond of manrent in standard terms; in perpetuity.  
 Hamilton Muniments, box 102.
- 27 1552, 8 May. Linlithgow  
 James Dundas of that ilk by James d. Chatelherault,  
 his s. and h. George governor  
 his kin, friends and servants  
 bond of maintenance in standard terms; given for bond of  
 manrent; for life.  
 SRO, Dundas of Dundas Papers, GD 75/349.

33. There is no place-date given in this bond; a late endorsement has the date 1551.

HAMILTONMANRENT AND MAINTENANCE

- 28 1552, 17 October. Linlithgow  
James Sandilands of Calder to James d. Chatelherault,  
his s. and h. John governor  
his heirs  
bond of manrent in standard terms; given for bond of  
maintenance and £40 per annum; for life.  
Hamilton Muniments, box 102.
- 29 1552, (no day, month or place).  
Robert Bruce of Airth to James d. Chatelherault,  
his s. and h. Alexander governor  
bond of manrent in standard terms; given for bond of  
maintenance; for life.  
Hamilton Muniments, box 102.
- 30 (before April 1554)<sup>34</sup>  
Alastair MacDavid of Mannemore to James d. Chatelherault,  
governor  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
- 31 1554, 20 August. Brodick  
Donald Maccoup of Benny Gargan to James d. Chatelherault,  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
- 32 1554, 18 September. Brodick  
John Makilgir in Kinloch to James d. Chatelherault  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
- 33 1554, 23 September. Brodick  
John and Finlay Macbriden to James d. Chatelherault  
bond of manrent in standard terms; for life.  
Hamilton Muniments, box 102.
- 34 1587, 22 August. Brodick  
William Bannatyne younger of Corhouse to John lord Hamilton  
his men and servants  
bond of manrent in standard terms; given for favour and  
goodwill and dependance of his predecessors on house of  
Hamilton; for life.  
Hamilton Muniments, box 102.
- 35 1587, 22 August. Brodick  
John dubh Stewart of Kildonan to John lord Hamilton  
his friends and servants  
bond of manrent in standard terms; given for certain  
gratitudes; for life.  
Hamilton Muniments, box 102.
34. The date 1554 is given in the endorsement, in what looks like a  
sixteenth century hand; and this is likely, in that the bond is  
written in the same hand, and in very similar terms, as the other three  
Isle of Arran bonds: Hamilton 31, 32 and 33. It is the only one which  
refers to Chatelherault as governor, and must therefore have been made  
before April, when he lost office.



HAMILTONMANRENT AND MAINTENANCE

- 36 1591, 18 March. Hamilton  
 Robert Nisbet younger of Dalziel                      to John lord Hamilton  
 his heirs    his heirs  
     bond of manrent in general terms; given for grant of land;  
     in perpetuity.  
     Hamilton Muniments, box 102.
- 37 1591, 20 April  
 Angus Macdonald of Dunivaig                      to John lord Hamilton  
 his heirs    his heirs male  
 his kin, friends and servants  
     bond of manrent in standard terms; especially promises to  
     defend Isle of Arran; given because late d. Chatelherault  
     had granted to Angus' father James the lands of Saddell, on  
     condition that James did not invade the Isle of Arran; and  
     for other gratitudes; in perpetuity.  
     Hamilton Muniments, box 102.
- 38 1591, 10 August. Edinburgh  
 David Crichton, fizar of Logton                      to John lord Hamilton  
 his heirs    his heirs  
     bond of manrent in general terms; given for favour and good  
     will shown to him and his predecessors by house of Hamilton,  
     including heritable feu of lands of Lethorne, Stirlingshire,  
     Hamilton Muniments, box 102.
- 39 1591, 25 September. Hamilton  
 John dubh Macalastair Macrannald moir                      to John lord Hamilton  
 his sons and foster-son Archibald,                      his heirs  
 son of Macdonald of Dunivaig  
     bond of manrent in general terms; promises assistance to  
     the captain of Arran; for all time.  
     Hamilton Muniments, box 102.
- 40 1593, 28 June.  
 William Meldrum of Moncoffer                      to John lord Hamilton  
 his men and servants  
     bond of manrent in standard terms; given for gratitudes;  
     for life.  
     Hamilton Muniments, box 102.
- 41 1607, 26 June. Hamilton  
 Ranald Macalastair, tutor of Loup                      to James 2nd marquis of  
 his kin of Macalastair                                      Hamilton  
     bond of manrent in general terms; promises to do no hurt to  
     the Isle of Arran; given for gratitudes; for life.  
     Hamilton Muniments, box 102.

HAMILTONLOST BONDS

- 42 1528, (4 July)  
     Walter Scott of Branxholme  
         bond of maintenance  
         Hamilton 7.  
     by James 1st e. Arran
- 43 1543  
     James 2nd e. Arran  
     James Hamilton  
         bonds of maintenance and manrent.  
         APS, ii, 439.
- 44 1544, (2 August)  
     Neil Montgomery of Langesaw  
         bond of maintenance.  
         Hamilton 10.  
     by James 2nd e. Arran  
     governor
- 45 1545  
     James Kennedy of Blairquhan  
         bond of maintenance.  
         Hamilton 12.  
     by James 2nd e. Arran,  
     governor
- 46 1545  
     Thomas Maclellan of Bombie  
         bond of maintenance.  
         Hamilton 13.  
     by James 2nd e. Arran  
     governor
- 47 1546, (24 January)  
     Patrick 3rd e. Bothwell  
         bond of maintenance, while Arran is governor.  
         Hamilton 15.  
     by James 2nd e. Arran  
     governor
- 48 1552, (17 October)  
     James Sandilands of Calder  
     his s. and h. John  
         bond of maintenance.  
         Hamilton 28.  
     by James d. Chatelherault,  
     governor
- 49 1552  
     Robert Bruce of Airth  
     his s. and h. Alexander  
         bond of maintenance.  
         Hamilton 29.  
     by James d. Chatelherault,  
     governor

For other bonds of the earls of Arran, see:  
 Contracts of friendship 16, 23, 45;  
 Political bonds 3, 4, 11, 12, 33.

HAY OF YESTERMANRENT AND MAINTENANCE

- 1 1501, 3 December. Peebles  
 Thomas Dickson of Ormeston                      to John Hay of Snaid  
 his heirs    his heirs  
     bond of manrent in standard terms; given for maintenance;  
     in perpetuity.  
     SRD, Yester Writs, GD 28/251.
  
- 2 1502, 6 April. Peebles  
 Walter Hunter of Polmood                      to John lord Hay of Yester  
 his heirs    his heirs  
 his kin, friends and dependants  
     bond of manrent in standard terms; given for bond of  
     maintenance; in perpetuity.  
     SRD, Yester Writs, GD 28/254.
  
- 3 1510, 21 May. Neidpath  
 William Vach of Dawick                      to John lord Hay of Yester  
 his kin and friends                              his kin and friends  
     bond of manrent in standard terms; given for bond of  
     maintenance; for life.  
     SRD, Yester Writs, GD 28/320.
  
- 4 1511, 15 January. Edinburgh  
 William Cockburn of Schralling              to John lord Hay of Yester  
 his kin and friends  
     bond of manrent in standard terms; given for bond of  
     maintenance; for five years.  
     SRD, Yester Writs, GD 28/321.
  
- 5 1511, 18 December. Neidpath  
 Patrick Portuus of Hakshaw                      to John lord Hay of Yester  
     bond of manrent in standard terms; service to his  
     'forfeftouris' excepted; given for bond of maintenance;  
     for life.  
     SRD, Yester Writs, GD 28/324.

LOST BONDS

6-10: 1501, 1502, 1510, 1511: bonds of maintenance to Dickson, Hunter,  
 Vach, Cockburn and Portuus;  
 Hay of Yester 1, 2, 3, 4, 5.

See also: Political bonds 6, 20, 28.

HEPBURN OF HAILESMANRENT AND MAINTENANCE

1 1487, 12 June. Edinburgh

William Cockburn of Schralling to Patrick Hepburn of Hailes  
bond of manrent in standard terms; for life.  
Fraser, Buccleuch, ii, 89-90.

For other bonds of the Hepburns, earls of Bothwell from 1488, see:  
Royal Bonds 5; Hamilton 15;  
Contracts of friendship 12, 40; Political bonds 7, 9.

HERRIESMANRENT AND MAINTENANCE

1 1589, 16 June. Dumfries

Robert Makbrair of Almagill by William lord Herries  
bond of maintenance in standard terms; given for bond of  
manrent; for life.

SRO, Newbattle Collection, GD 40 portfolio XI/53.

LOST BONDS

2 1589: bond of manrent by Makbrair: Herries 1.

See also: Political bonds 15, 19, 20.

HUMEMANRENT AND MAINTENANCE

1 1516, 18 May. Edinburgh

Thomas Rutherford of that ilk to Alexander lord Hume  
John Rutherford of Hundoles  
George Rutherford of Hunthill  
their kin and friends  
bond of manrent in standard terms.

HMC, Twelfth Report, Appendix, part VIII, 92.

2 1528, 10 July. Hume

Ninian and David Armstrong to George lord Hume  
their heirs his heirs  
kin, friends and dependants  
bond of manrent in standard terms; allegiance to warden of  
the west Marches excepted; to last as long as they hold  
lands of Hume.

Fraser, Buccleuch, ii, 154-5.

HUMEMANRENT AND MAINTENANCE

- 3 1545, 4 October. Linlithgow  
 George lord Hume and Alexander his son;  
 John abbot of Jedburgh,  
 George Hume of Wedderburn  
 and eleven other Humes  
 bond of maintenance and manrent; includes reference to  
 resisting the English; the abbot and other Humes further  
 bind themselves to assist one another and do as 'brethren  
 and kynnisemen faithfull and true aucht'.  
HMC. Twelfth Report, Appendix, part VIII, 94.

- 4 1595, 26 August. Canongate  
 Alexander Hume of Manderston to Alexander lord Hume  
 bond of manrent; given because of affinity between them  
 through marriage, and for renewal of his feu of lands of  
 Manderston.  
HMC. Twelfth Report, Appendix, part VIII, 170.

For other bonds of the Humes, see:  
 Gordon 10, 12, 30; Hamilton 1;  
 Political bonds 9, 15, 30, 32, 33.

INNES OF THAT ILKMANRENT AND MAINTENANCE

- 1 1481, 17 January  
 Alexander Coupland of Unthank to James Innes of that ilk  
 bond of manrent in general terms; for life.  
 Duke of Roxburghe's Muniments, Floors Castle, Charter  
 Room, Fraser box 2, bundle 28.

IRVINE OF DRUM<sup>35</sup>MANRENT AND MAINTENANCE

- 1 1478, 19 August. Drum  
 Alexander Irvine of Drum  
 Alexander Cumming, s. and h. of William Cumming of Culter  
 Drum's heirs  
 indenture of maintenance and manrent in general terms; Irvine to defend Cumming against his father, who seeks to disinherit him; Cumming will pay Irvine 100 merks, of which he will keep forty as his fee, and will infeft Irvine and his heirs in the lands of Tulliboy and Culter; Cumming bound for life.  
Aberdeen-Banff Illustrations, iii, 338-40 (partly printed).
  - 2 1485  
 John Allardice of that ilk to Alexander Irvine of Drum  
 bond of support  
 Forbes Leslie, Irvines of Drum, 155 (mentioned)
  - 3 1511, 18 March. Aberdeen  
 Alexander Irvine of Drum  
 Patry Gordon of Johnesleys  
 indenture: Irvine to feu to William, Patry's son and heir, the lands of Auchindoir and others, for 47 merks per annum; Patry bound in manrent, to serve with Irvine in king's wars with five horsemen and two spearmen.  
Aberdeen-Banff Illustrations, iv, 455-6 (partly printed).
  - 4 1520, 20 August. Drum  
 Robert Irvine, s. and h. of to Alexander Irvine of Drum  
 Alexander Irvine of Belties his heirs  
 his heirs male  
 his men and servants  
 bond of manrent in standard terms; given for grant of lands of Whiterigs and Redmire; in perpetuity.  
Aberdeen-Banff Illustration, iii, 306 (partly printed).
35. The report on this collection, in HMC, Second Report, Appendix, 198, says that there are numerous bonds of manrent; and J. Forbes Leslie, The Irvines of Drum and Collateral Branches, (Aberdeen, 1909), mentions four (Irvine 2, 4, 5; Gordon 14). The present owner states that there are now no bonds of manrent at Drum, and therefore refused me permission to examine his collection.

IRVINE OF DRUMMANRENT AND MAINTENANCE

5 1527, 22 July. Drum

Alexander Fraser of Ochterdurris, to Alexander Irvine of Drum  
s. and h. of William Fraser of Durris his s. and h. Alexander  
his brothers, kin and friends Irvine of Forglen  
bond of manrent in standard terms; given for bond of  
maintenance and certain profits and yearly pensions;  
for life.

Aberdeen-Banff Illustrations, iii, 306-7 (partly printed).

LOST BONDS

6: 1527: bond of maintenance to Fraser: Irvine of Drum 5.

See also: Erroll 2; Gordon 14.

JOHNSTON OF THAT ILKMANRENT AND MAINTENANCE

1 1526, 16 December. Dumfries

Robert Graham of Thornhuke by John Johnston of that ilk  
his heirs his heirs

bond of maintenance in standard terms; given for bond of  
manrent; in perpetuity.

Fraser, Annandale, i, 15-6.

2 1543, 8 May. Hawick

Nichol Graham of Meskesway to John Johnston of that ilk  
his kin, friends and partakers

bond of manrent in standard terms; for life.

Fraser, Annandale, i, 23-4.

3 1571, 20 June. Braxholme

Thomas Johnston of Craigsburn to John Johnston of that ilk  
his s. and h. John

Robert Johnston of Newton

Andrew Johnston of Kirkton

their bairns, servants and tenants

bond of manrent in standard terms; given for maintenance;  
for life.

Fraser, Annandale, i, 30.

4 1573, 2 July. Lochwod

John Johnston in the Greenhill by John Johnston of that ilk

bond of maintenance in general terms; maintenance against  
those with whom he has dispute, especially the Taits who  
occupy his lands; given for manrent.

Fraser, Annandale, i, 34.

JOHNSTON OF THAT ILKMANRENT AND MAINTENANCE

- 5 1579, 17 September. Lochwood  
 James Graham of Gillesbie to John Johnston of that ilk  
 his men, tenants and servants  
 bond of manrent in general terms.  
 Fraser, Annandale, 1, 40.
- 6 1593, 7 August. Lochwood  
 Herbert Irvine of Turnshaw to John Johnston of that ilk  
 John Irvine of Luce  
 bond of manrent in general terms; service to their landlords  
 excepted; in time to come.  
 Fraser, Annandale, 1, 60.
- 7 1596, 26 March. Bonshaw  
 Edward Irvine of Stapleton to John Johnston of that ilk  
 and five other Irvines  
 their servants and tenants  
 bond of manrent in standard terms; promise to keep Johnston  
 unharmed at hands of king and royal officers of Scotland and  
 England.  
 Fraser, Annandale, 1, 63.

LOST BONDS

- 8-9: 1526, 1579: bonds of manrent by Grahams: Johnston of that ilk 1 and 5;  
 10: 1571: bond of maintenance to Johnstons: Johnston of that ilk 3.

See also: Maxwell 17, 20; Contracts of friendship 37.

KERR OF CESFORDMANRENT AND MAINTENANCE

- 1 1531, 2 September. Halleden  
 Patrick Murray of Fallahill by Walter Kerr of Cesford  
 his kin, friends and servants.  
 bond of maintenance in standard terms.  
 SRQ, Newbattle Collection, GD 40 Portfolio XVIII/2/1.
- See also: Archbishops of St. Andrews; Hamilton 4.  
 Contracts of friendship 34; Political bonds 7, 30.



KERR OF FERNIHURSTMANRENT AND MAINTENANCE

- 1 1544, 5 April. Mundalee  
 Nichol Rutherford of Mundalee to Andrew Kerr of Fernihurst  
 his s. and h. George his s. and h. John  
 their kin and friends  
 bond of manrent in standard terms; excepts their right to  
 ride with Angus; for life.  
 SRO, Newbattle Collection, GD 40/XV/box 20.
- 2 1544, 5 April. Hunthill  
 John Rutherford of Hunthill to Andrew Kerr of Fernihurst  
 his kin and friends his s. and h. John  
 bond of manrent in standard terms; excepts his right to ride  
 with Angus; for life.  
 SRO, Newbattle Collection, GD 40, Portfolio IX/7.
- 3 1560, 22 July. Hunthill  
 John Rutherford of Hunthill to John Kerr of Fernihurst  
 his s. and h. John his s. and h. Thomas  
 their kin and friends  
 bond of manrent in standard terms; for life.  
 SRO, Newbattle Collection, GD 40 Portfolio IX/36.
- 4 1586, 9 August. Fernihurst  
 John Rutherford of Hunthill to Andrew Kerr of Fernihurst  
 his s. and h. Thomas his s. and h. Andrew  
 bond of manrent in standard terms; for life.  
 SRO, Newbattle Collection, GD 40 portfolio IX/78.

See also: Archbishops of St. Andrews; Hamilton 4;  
 Contracts of Friendship 34.

KINNAIRDMANRENT AND MAINTENANCE

- 1 1512, 10 June. Dornoch  
 Rory Murray of Spangdale to Thomas Kinnaird of that ilk  
 his kin and friends  
 bond of manrent in standard terms; allegiance to the bishop  
 of Caithness excepted; given for competent fee in liferant;  
 for life.  
 SRO, Rossie Priory Muniments, GD 48/32.

LENNOXMANRENT AND MAINTENANCE

- 1 1506, 28 August. Linlithgow  
     William Livingstone of Kilsyth                      by Matthew 12th e. Lennox  
     bond of maintenance in standard terms; given for manrent;  
     for life.  
     SR0, Duntreath Muniments, GD 97/3/'Autographs' 19.
- 2 1515, 10 February. Kames  
     Ninian Bannatyne of Kames                      to John 13th e. Lennox  
     his e. and h. Robert  
     their kin and friends  
     bond of manrent in standard terms; for their lives.  
     Lennox Charters, no. 129; Fraser, Lennox, ii, 212-3.
- 3 1524, 1 May. Glasgow  
     George Maxwell of Cowglen                      by John 13th e. Lennox  
     bond of maintenance in general terms; given for manrent;  
     for life.  
     Fraser, Pollok, i, 252.
- 4 1542, 11 November. Tullibardine  
     John Campbell of Glenorchy                      by Matthew 14th e. Lennox  
     his brothers, kin and friends  
     bond of maintenance; given for manrent; excepting allegiance  
     to Argyll.  
     Taymouth Book, 183-4 (abstract)

LOST BONDS

5-7: 1506, 1524, 1542: bonds of manrent by Livingstone, Maxwell and Campbell: Lennox 1, 2 and 4.

For other bonds of the earls of Lennox, see:  
 Contracts of friendship 18, 40, 57; Political bonds 5, 7, 32, 33.



MACDONALD OF DUNIVAIGMANRENT AND MAINTENANCE

- 2 1575, - July. Machriemore  
 Gilbert Brice to Angus Macdonald of Dunivaig  
 his s. and h. David his heirs  
 his natural son Gilneist  
 his heirs  
 bond of manrent in general terms; includes promise of  
 bairn's part of goods; given provided he remain their  
 only master, keeping them securely in any lands he  
 pleases; in perpetuity.  
 SRO, Mackintosh Muniments, GD 176/110.
- 3 1577, 16 May. Kames  
 Angus Macdonald of Dunivaig  
 Ninian Bannatyne of Kames and s. and h. Hector  
 their heirs  
 bond of maintenance and manrent in general terms; both  
 except allegiance to Argyll; in perpetuity.  
 SRO, Mackintosh Muniments, GD 176/114.
- 4 1593, 19 January. Mullindray  
 Gillichallum and Gilpatrick to Angus Macdonald of Dunivaig  
 Macmacha  
 their kin, including those with  
 no possessions but 'thair bairis personis'  
 bond of manrent; except allegiance to Lauchlan Maclean, but  
 if Maclean and Macdonald quarrel, they will support Macdonald;  
 Macdonald to give them sufficient victuals to serve their  
 appetites when they accompany him.  
 SRO, Mackintosh Muniments, GD 176/159.

LOST BONDS

- 5 1558: bond of maintenance to Macphedrises: Macdonald of Dunivaig 1
- 6 1581, (15 May)  
 Angus Macdonald of Dunivaig  
 John Stewart, sheriff of Bute  
 their heirs  
 agreement that the bond of kindness made between them will  
 be renewed at their next meeting; their heirs and houses to  
 be included in it: that is, bond of maintenance and manrent.  
 SRO, Mackintosh Muniments, GD 176/122.

For other bonds of the Macdonalds of Dunivaig, see:  
 Argyll 35, 61; Hamilton 37;  
 Contracts of friendship 63, 91, 95.

MACDONALD LORD OF THE ISLESMANRENT AND MAINTENANCE

- 1 1442, 18 January. Lovat  
Thomas Fraser of Lovat

to Alexander Macdonald, e.  
Ross and lord of the Isles  
fealty to Moray excepted.<sup>36</sup>

bond of manrent in general terms;  
Mungo Write, 6.

MACDONALD OF KNOCKRAMSAYMANRENT AND MAINTENANCE

- 1 1600, 29 July. Kilmichael  
Alastair, Randal moir,  
Gillesoic Bernache, Aichen,  
and Eschin, sons of late  
Charles Macalestair, tutor of Loup  
bond of manrent in standard terms; in all time hereafter.  
SR0, Mackintosh Muniments, GD 176/191.

MACEAN OF COLLAMANRENT AND MAINTENANCE

- 1 1569, 25 February. (no place)  
John Bane 'Madow'  
his nephews Neil, Angus, Farquhar  
and Donald  
their heirs  
bond of manrent in general terms; includes promise of calps;  
in perpetuity.  
SR0, Register House Charters, RH 6 (Supp), s.d.  
25 February 1568/9.

MACEWINMANRENT AND MAINTENANCE

- 1 1567, 26 December. The Strone in Glenloy  
Donald Macewin Vicewin  
Martin Macconnachie Vicmartin  
their heirs  
contract of maintenance and manrent in general terms; Martin  
having been put at liberty, Donald restores his lands, to be  
held of him as freely as Martin held them of Donald dubh; if  
Donald dubh is given up or relaxed from the horn, Donald will  
redeem Martin's lands from him.  
SR0, Mackintosh Muniments, GD 176/87.

36. This is the earliest extant bond of manrent.

MACKINTOSH OF DUNNACHTENMANRENT AND MAINTENANCE

- 1 1482, 25 May. Inverness  
 Lauchlan Mackintosh of Gallovie  
 Donald Angus Mackintosh  
 indenture of maintenance, manrent and marriage: Donald to marry Margaret, Lauchlan's daughter; and to deliver the castle of Kilravock, to which he has no right, to Lauchlan; he will then be constable of the castle; to be true son in service, as Lauchlan will be true father in defence; for life.  
Family of Rose, 146-8.
  
- 2 1493, 19 February. Inverness  
 Ewin Maclean  
 his familiars and dependants  
 to Ferquhar Mackintosh, s. and h. of Duncan captain of Clenchatten  
 bond of manrent in standard terms; service to Alexander lord of the Isles excepted, but if Alexander and Ferquhar quarrel, he will try to reconcile them, but if fails, will support Ferquhar.  
 SR0, Mackintosh Muniments, GD 176/15.
  
- 3 1548, 26 February. Kinloss  
 William Mackintosh, captain of Clenchatten  
 Lauchlan Malcolmson his cousin  
 contract of maintenance and manrent in general terms, and agreement over land; with consent of their wise friends they forgive one another all manner of displeasure; allegiance to Huntly and heirs excepted by William.  
 SR0, Mackintosh Muniments, GD 176/56.
  
- 4 1595, 31 March. Invercauld  
 Lauchlan Mackintosh of Dunnachten;  
 James Mackintosh of Gask  
 Donald Farquharson of Tullygarmouth  
 and six others  
 Lauchlan's heirs  
 contract of maintenance and manrent in general terms.  
 SR0, Mackintosh Muniments, GD 176/168.

LOST BONDS

- 5 1598, (8 July)  
 Lauchlan Mackintosh of Dunnachten  
 Alan Cameron of Lochiel  
 to Lauchlan Mackintosh of Dunnachten  
 bond of manrent, to be made according to agreement between them  
 bonds of maintenance and manrent, to be made according to agreement between them concerning land; Alan excepts his allegiance to Huntly, but will prefer Lauchlan if he and Huntly have dispute.  
 SR0, Mackintosh Muniments, GD 176/187.

For other bonds of the Mackintoshes of Dunnachten, see;  
 Argyll 17, 66; Atholl 2, 4, 5, 7; Gordon 26, 38, 41, 51, 52, 78; Moray 3;  
 Contracts of friendship 3, 8, 13, 25, 33, 68, 88, 93, 99, 102, 103;  
 Political bonds 22, 24.

MARMANRENT AND MAINTENANCE

- 1 1487, 22 August. Stirling  
William Stirling of Keir to Thomas lord Erskine  
his son Alexander  
bond of manrent in standard terms; manrent to lord  
Avondale excepted.  
SRQ, Mar and Kellie Muniments, GD 124/7/8.
- 2 1569, 4 June. Stirling  
James Stirling of Keir to John 18th e. Mar  
his friends and dependants  
bond of manrent in standard terms; for life.  
SRQ, Mar and Kellie Muniments, GD 124/7/15.
- 3 1580, 22 May. Stirling  
George Maxwell of Newark to John 18th e. Mar  
his men, tenants and servants  
bond of manrent in standard terms; for life.  
Fraser, Carleaverock, ii, 489.
- 4 1580, 22 May. Stirling  
William Porterfield of that ilk to John 18th e. Mar  
his men, tenants and servants  
bond of manrent in standard terms; for life.  
SRQ, Mar and Kellie Muniments, GD 124/7/18.

LOST BONDS

- 5 (c.1580)<sup>37</sup>  
William Monteith of the Carre to John 18th e. Mar  
short note, saying that William is willing to come to Mar's  
will and is content to make his dependence on Mar's house  
above all others as his forbears did.  
SRQ, Mar and Kellie Muniments, GD 124/7/19.

For other bonds of the earls of Mar, see:  
Contracts of friendship 40, 66;  
Political bonds 7, 16, 25, 27, 28, 30, 32, 33.

37. The document is undated; this date is given in the inventory.

MAULE OF PANMUREMANRENT AND MAINTENANCE

- 1 1509, 9 February. Monikie  
Alexander Strachan, s, and h. of David Strachan of Carmylie his heirs to Thomas Maule of Panmure his heirs  
bond of manrent in standard terms; given because Maule has confirmed his father's charter of lands of Carmylie; in perpetuity.  
Registrum de Panmure, ii, 275-6.
  - 2 1513, 2 August. Panmure  
David Liddall, s, and h. of Robert Liddall of Panlachy to Thomas Maule of Panmure  
bond of manrent in standard terms; David has sustenance in Maule's household when he wants, for himself, a servant and two horses; for life.  
SR0, Dalhousie Muniments, GD 45/16/2263.
  - 3 1570, 12 January.  
James Strathaquin of Balwysse his s. and h. Robert his heirs to Thomas Maule of Panmure his heirs  
notarial instrument recording bond of manrent in general terms; given for new infeftment of lands of Balwysse, and making Robert fier of the lands; in perpetuity.  
SR0, Dalhousie Muniments, GD 45/16/725.
  - 4 1602, 25 May. Dundee  
John Strathaquin of Balwysse his heirs to Patrick Maule of Panmure his heirs  
bond of manrent in standard terms; given because his predecessors, proprietors of Balwysse, were under the maintenance of Maule's predecessors, superiors of the lands; and for Maule's maintenance; for ever.  
SR0, Dalhousie Muniments, GD 45/17/45.
- LOST BONDS
- 5 1563, (18 May)  
John Serimgeour, constable of Dundee to Patrick Maule of Panmure  
bond of manrent, renewing earlier bond, as promised in bond acknowledging that Maule had entered him to the lands of Benvy and Balrudy.  
Registrum de Panmure, ii, 313.
  - 6 1602: maintenance to Strathaquin: Maule of Panmure 4.



MAXWELLMANRENT AND MAINTENANCE

- 1 1486, 1 August. Kirkmahoe  
Alexander Stewart, s. and h. of to John 4th lord Maxwell  
Alexander Stewart of Garlies  
bond of manrent in standard terms; allegiance to his  
father excepted; for five years.  
Fraser, Carleaverock, ii, 446.
- 2 1490, 30 October. Edinburgh  
Robert Hamilton of Preston to John 4th lord Maxwell  
bond of manrent in standard terms; allegiance to lord  
Hamilton excepted; for life.  
Fraser, Carleaverock, ii, 448.
- 3 1491, 15 February. Carleaverock  
Alexander Stewart (of Garlies) to John 4th lord Maxwell  
his s. and h. Alexander  
bond of manrent in standard terms; allegiance to Bothwell  
excepted; given because of marriage to be made between  
Maxwell and Stewart's daughter Agnes; for seven years.  
Fraser, Carleaverock, ii, 448.
- 4 1513, 3 February. Dumfries  
Robert Gordon of Glen to John 4th lord Maxwell  
his heirs  
notarial instrument recording promise of manrent in general  
terms; allegiance to Bothwell excepted; in perpetuity.  
Latin.  
Fraser, Carleaverock, ii, 453-4.
- 5 1514, 13 August. College of Lincluden  
Robert Murray of Cockpule to Robert 5th lord Maxwell  
bond of manrent in standard terms; for life.  
Fraser, Carleaverock, ii, 456.
- 6 1517, 22 June. Dumfries  
John Maclellan in Auchlane to Robert 5th lord Maxwell  
bond of manrent in standard terms; allegiance excepted  
to his chief (unnamed); for life.  
Fraser, Carleaverock, ii, 456.
- 7 1518, 13 January. Dumfries  
Gilbert Maclellan in Reycharne to Robert 5th lord Maxwell  
his kin, friends and servants  
bond of manrent in standard terms; excepts his loyalty to  
the chief of his house; for life.  
Fraser, Carleaverock, ii, 456-7.
- 8 1518, 13 September. Dumfries  
James Douglas of Drumlanrig to Robert 5th lord Maxwell  
bond of manrent in standard terms; for life.  
Fraser, Carleaverock, ii, 457.
- 9 1519, 7 July.  
William Gordon laird of Craiglach to Robert 5th lord Maxwell  
bond of manrent in standard terms; for seven years.  
Fraser, Carleaverock, ii, 457-8.

MAXWELLMANRENT AND MAINTENANCE

- 10 1520, 30 December. Lochmaben  
Sym of Johnston of Poldene to Robert 5th lord Maxwell  
David Johnston of Herthop  
their followers  
bond of manrent in standard terms; excepts service to  
the lords from whom they hold land; for life.  
Fraser, Carleaverock, ii, 458.
- 11 1521, 21 February. Dumfries  
John Herries of Maby to Robert 5th lord Maxwell  
his bairns, kin and friends  
bond of manrent in standard terms; allegiance to his chief  
lord Herries excepted; for life.  
Fraser, Carleaverock, ii, 458-9.
- 12 1521, 2 August. Wigtown  
Alexander Stewart of Garlies to Robert 5th lord Maxwell  
with consent of curators  
his kin, friends and servants  
bond of manrent in standard terms; to be renewed when he  
comes of age; for life.  
Fraser, Carleaverock, ii, 459.
- 13 1523, 16 July. Dumfries  
Alexander Stewart of Garlies to Robert 5th lord Maxwell  
his kin, friends and servants  
bond of manrent in standard terms; given for bond of  
maintenance; for life.  
Fraser, Carleaverock, ii, 460.
- 14 1525, - September. Drumlanrig  
James Gordon of Lochinvar to Robert 5th lord Maxwell  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Fraser, Carleaverock, ii, 461.
- 15 1525, 2 November. Dumfries  
John Armstrong to Robert 5th lord Maxwell  
his heirs his heirs  
his kin, friends and servants  
bond of manrent in standard terms; given because Maxwell  
has granted the non-entry of lands in Eskdale; in perpetuity.  
Fraser, Carleaverock, ii, 462-3.
- 16 1528, 15 October. Dumfries  
John Carmichael of Meadowflat to Robert 5th lord Maxwell  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Fraser, Carleaverock, ii, 464-5.
- 17 1529, 11 February. Lochmaben  
John Johnston of that ilk to Robert 5th lord Maxwell  
bond of manrent in standard terms; given for bond of  
maintenance; for life.  
Fraser, Annandale, i, 17-8.

MAXWELLMANRENT AND MAINTENANCE

- 18 1531, 18 March. Castle of Lochmaben  
 William Jardine of Balgray to Robert 5th lord Maxwell  
 Ninian Jardine of Rokkelflat  
 and six other Jardines  
 their brothers, kin, friends and  
 servants  
 bond of manrent in standard terms; to last until their  
 chief, John Jardine, heir of late Alexander Jardine of  
 Applegarth, comes of age.  
 Fraser, Carlawarock, ii, 466.
- 19 1531, 11 May. Dumfries  
 Robert Herries of Maby to Robert 5th lord Maxwell  
 his heirs his heirs  
 his kin, friends and servants  
 bond of manrent in standard terms; allegiance excepted to  
 lord Herries and heirs; given for bond of maintenance;  
 in perpetuity.  
 Fraser, Carlawarock, ii, 466-7.
- 20 1543, 3 January. Edinburgh  
 Robert master of Maxwell  
 John Johnston of that ilk  
 contract of maintenance and manrent, while lord Maxwell is  
 imprisoned in England; Robert to pay John £40 per annum in  
 fee, as agreed in lord Maxwell's bond of maintenance, and to  
 cause him to have the malle grassums and profits of the  
 lands of Dryedale; John to assist in punishing trespassers  
 and keeping good rule in the country.  
 Fraser, Carlawarock, ii, 470.
- 21 1543, 3 February. Edinburgh  
 Thomas Kirkpatrick of Closeburn to Robert 5th lord Maxwell  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 Fraser, Carlawarock, ii, 470-1.
- 22 1550, 26 February. Dumfries  
 Thomas Maclellan of Auchlane, to Robert 6th lord Maxwell  
 tutor of Bomble  
 and five other Maclellans  
 their kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance; to last during the minority of their chief  
 Thomas Maclellan of Bomble.  
 Fraser, Carlawarock, ii, 474-5.
- 23 1550, 10 March. (no place)  
 William Kirkpatrick of Kirkmichael to Robert 6th lord Maxwell  
 his kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance; for life.  
 Fraser, Carlawarock, ii, 475.
- 24 1550, 23 March. The Lag  
 John Grierson of the Lag to Robert 6th lord Maxwell  
 his kin, friends and servants  
 bond of manrent in standard terms; for life.  
 Fraser, Carlawarock, ii, 475-6.

MAXWELLMANRENT AND MAINTENANCE

- 25 1550, 24 March. Garlies  
 Alexander Stewart of Garlies to Robert 6th lord Maxwell  
 his kin, friends and servants  
 bond of manrent in standard terms; given for bond of  
 maintenance; for life.  
 Fraser, Carlawarock, ii, 476-7.
- 26 1550, 22 June. Edinburgh  
 John Crichton, brother of late to Robert 6th lord Maxwell  
 William lord Crichton of Sanquhar  
 and ten other Crichtons  
 their kin, friends and tenants of Sanquhar  
 bond of manrent in standard terms; allegiance excepted to  
 the most Christian king of France, as well as queen and  
 governor; for nine years.  
 Fraser, Carlawarock, ii, 477-8.
- 27 1550, 23 July. Closeburn  
 Thomas Kirkpatrick of Closeburn to Robert 6th lord Maxwell  
 his kin and friends  
 bond of manrent in standard terms; for life.  
 Fraser, Carlawarock, ii, 478.
- 28 1553, 21 December. Dundrennan  
 Thomas Maclellan, tutor of Bombie to John Maxwell of Terregles  
 and five other Maclellans  
 their kin and friends  
 bond of manrent in general terms, during the minorities of  
 Robert 7th lord Maxwell and Thomas Maclellan of Bombie,  
 their chief.  
 Fraser, Carlawarock, ii, 478-9.
- 29 1557, 24 January. Dumfries  
 Christell Armstrong, called John Christie to John 8th lord Maxwell  
 his heirs and John Maxwell of  
 his kin, friends and servants Terregles, his tutor  
 lord Maxwell's heirs  
 bond of manrent in standard terms; given because Maxwell,  
 with consent of his tutor, has given Armstrong and heirs  
 the mails of the lands specified in a bond by his late  
 father to the late lord Maxwell, grandfather of the present  
 lord; in perpetuity.  
 Fraser, Carlawarock, ii, 479-80.
- 30 1573, 11 January. Dumfries  
 John 8th lord Maxwell  
 John Maxwell, tutor of Kirkconnel  
 the tutor's heirs  
 bond of maintenance and manrent in general terms.  
 Fraser, Carlawarock, ii, 482.
- 31 1574, 10 June. (name illegible apart from 'Car..')  
 Robert Charteris of Kelwood to John 8th lord Maxwell  
 his heirs his heirs  
 bond of manrent in standard terms; in perpetuity.  
 Fraser, Carlawarock, ii, 482.

MAXWELLMANRENT AND MAINTENANCE

- 32 1581, 15 March. Edinburgh  
 Robert Maxwell of Cowhill to John 8th lord Maxwell  
 his heirs his heirs  
 his kin, friends and dependants  
 bond of manrent in standard terms; in time coming.  
 Fraser, Carlawarock, ii, 489.
- 33 1590, 28 January. Dumfries  
 Sym Armstrong younger of Whitehauch to John 5th s. Morton, 8th  
 lord Maxwell  
 bond of manrent in standard terms; for life.  
 Fraser, Carlawarock, ii, 494-5.
- 34 1591, 9 September. Annan  
 burgh of Annan: 80 names to John 5th s. Morton, 8th  
 their successors lord Maxwell  
 his heirs  
 bond of manrent, ratifying the bonds made by their  
 predecessors to the lords Maxwell, especially that made  
 on 23 November 1573; given in the hope that Maxwell will  
 continue in friendship and maintenance as his predecessors  
 did.  
 Fraser, Carlawarock, ii, 496-7.

LOST BONDS

- 35 1523, (16 July)  
 Alexander Stewart of Garlies by Robert 5th lord Maxwell  
 bond of maintenance.  
 Maxwell 13.
- 36 before 5 May 1524.  
 James Kennedy of Blairquhan to Robert 5th lord Maxwell  
 bond of manrent; Maxwell accepted Kennedy's renunciation  
 of it on this date, in the house in Edinburgh of Colin earl  
 of Argyll to whom Kennedy gave his bond.  
 Argyll MSS. vol. 1/20.
- 37 1529, (11 February)  
 John Johnston of that ilk by Robert 5th lord Maxwell  
 bond of maintenance.  
 Maxwell 17.
- 38 1531, (11 May)  
 Robert Herries of Maby by Robert 5th lord Maxwell  
 his heirs his heirs  
 bond of maintenance.  
 Maxwell 19.
- 39 1550, (26 February)  
 Thomas Maclellan of Auchlane, by Robert 6th lord Maxwell  
 tutor of Bombie, and others  
 bond of maintenance.  
 Maxwell 22.

MAXWELLLOST BONDS

- 40 1550, (10 March)  
 William Kirkpatrick of Kirkmichael      by Robert 6th lord Maxwell  
 bond of maintenance.  
 Maxwell 21.
- 41 1550, (24 March)  
 Alexander Stewart of Garlies      by Robert 6th lord Maxwell  
 bond of maintenance.  
 Maxwell 25.
- 42 1573, 23 November. Annan, 'in ane oppin court'  
 burgh of Annan      to John 8th lord Maxwell  
 bond of manrent.  
 Maxwell 34.

See also: Hamilton 14, 24; Political bonds 6, 20.

MELVILLE OF RAITHMANRENT AND MAINTENANCE

- 1 1520, 2 January. Raith  
 Robert Orrock, s. and h. of      to John Melville of Raith  
 James Orrock of that ilk  
 bond of manrent in standard terms; allegiance to his  
 lord of St. Andrews, abbots and convent of Dunfermline  
 and 'forfeftouris' excepted; for life.  
 Fraser, Melville, iii, 61.
- 2 1522, 9 July. (no place)  
 Alexander Orrock of Silliebalbie      to John Melville of Raith  
 his friends  
 bond of manrent in standard terms; assistance especially  
 against the laird of Balwearie; allegiance to the abbots of  
 Dunfermline and laird of Balmowto excepted.  
 Fraser, Melville, iii, 61-2.
- 3 1522, 30 August. Balmowto  
 David Boswell of Glasmont      to John Melville of Raith  
 his friends  
 bond of manrent in standard terms; service to his overlord  
 excepted; given for kindness and 'ald kynreit' between their  
 predecessors.  
 Fraser, Melville, iii, 62.

See also: Wemyss 1.

MENTEITHMANRENT AND MAINTENANCE

- 1 1598, 6 March. 'The Downance'

John 17th c. Menteith

Malcolm Macfarlane, fiar of Gartavartane  
their heirs

those Malcolm may command of the surname of Macfarlane  
contract of maintenance and manrent in standard terms;  
Menteith excepts allegiance to his chief (presumably  
Montrose) and house with the name of Graham, and Malcolm  
to Lennox and his chief.

Fraser, Menteith, ii, 316-8.

See also: Contracts of friendship 16; Political bonds 7.

MENZIESMANRENT AND MAINTENANCE

- 1 1516, 8 March. Edinburgh

William Menzies of Rora

his heirs of the Rannooh

to Robert Menzies of that ilk,

his father

bond of manrent; includes promise not to seel nor anay his  
lands under pain of £300, because his father, who had  
defended them at great labour and hurt, had given them to him  
without expense.

HPC, Sixth Report, Appendix, 704.

- 2 1575, 12 November. Menzies

John Massenedy

to James Menzies of that ilk

bond of manrent; allegiance to Argyll excepted.

HPC, Sixth Report, Appendix 704.

- 3 1585, 3 June. Weem

John Campbell, son of late

John Campbell of Murthlie

to James Menzies of that

ilk

bond of manrent; allegiance to Argyll excepted.

HPC, Sixth Report, Appendix, 704.

For other bonds of the Menzies, see:

Atholl 3; Gordon 74, 75;

Contracts of friendship 58, 72, 87, 97, 103.

MONTROSEMANRENT AND MAINTENANCE

- 1 1508, 25 February. Edinburgh  
 Minian Bonar of Kelty to William 1st e. Montrose  
 bond of manrent in standard terms; for good lordship and  
 favours; for life.  
 Montrose Muniments, Auchmar, I, 32.
- 2 1591, 21 October. Mugdock  
 James Edmonstone of Duntreath to John 3rd e. Montrose  
 his followers  
 bond of manrent in standard terms; allegiance to Darnley of  
 Lennox excepted; given because of his predecessors' dependance  
 on the earls of Montrose and their maintenance of them; and  
 for good deeds to be done.  
 Montrose Muniments, Auchmar, I, 45.
- 3 1596, 3 January. Kincardine  
 Duncan Toschach of Pittenzie to John 3rd e. Montrose  
 his heirs his heirs earls of Montrose  
 bond of manrent in standard terms; given for bond of  
 maintenance of this date.  
 Montrose Muniments, Auchmar, I, 46.

LOST BONDS

4-5: 1508, 1596: bonds of maintenance to Bonar and Toschach;  
 Montrose 1 and 3.

- 6 1545, (29 July)  
 James Stirling of Keir to William 2nd e. Montrose  
 bond of manrent to be given in terms of bond by Montrose  
 promising to cause his son and heir Robert to resign lands  
 in Strathern to queen in favour of Stirling and heirs,  
 provided bond of manrent is given before the resignation,  
 for 300 marks of silver; for life.  
 Fraser, Keir, 383-4.

For other bonds of the earls of Montrose, see:  
 Contracts of friendship 15, 31, 40, 50, 77, 84; Political bonds 20.



MORAYMANRENT AND MAINTENANCE

- 1 1525, 25 March. Inverness  
Donald Ewinson, s. and h. of to James 14th s. Moray  
Ewin Cameron Alanson, captain of Clancameron  
his kin, friends and adherents  
bond of manrent in standard terms; for five years.  
Moray Muniments, box 15 no. 567.
- 2 1530, 21 June. Elgin  
James Grant of Freuchy to James 14th s. Moray  
his kin, friends and dependants  
bond of manrent in standard terms; service to his  
'forfeftouris' excepted; given because Moray has given  
a letter of tack of the lands of Abernethy, with a discharge  
of the malle of the lands for life, with other gratuities;  
for life.  
Moray Muniments, box 2 no. 31.
- 3 1530, 11 November. Darnaway  
Hector Mackintosh, captain of to James 14th s. Moray  
Clanchattan  
bond of manrent in standard terms; for life.  
SR0, Gordon Castle Muniments, GD 44 13.8.15.
- 4 1535, 8 May. Darnaway  
Donald Mackay of Strathnaver to James 14th s. Moray  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
Cawdor Muniments, press 5, section VI, bundle I.
- 5 1567 (no day, month or place)  
James Balfour of Pittendreich, by James 16th s. Moray  
governor of Edinburgh Castle  
his friends  
bond of maintenance in standard terms; opens with long  
preamble expressing abhorrence of Darnley's murder; Moray,  
now regent, finds Balfour 'willing and reddie' to bring to  
justice the murderers and promote and establish the king  
in his kingdom, and is moved by Balfour's honesty and good  
mind towards him, as shown in his readiness to deliver  
Edinburgh Castle to him.  
Moray Muniments, box 43.

LOST BONDS

- 6 1525, (30 March)  
Donald, s. and h. of Ewin by James 14th s. Moray  
Cameron, captain of Clancameron  
bond of maintenance (see Moray 1); already given,  
according to contract between the Camerons and Moray,  
whereby Ewin's dispute with Moray, including entering  
pledges for his debt to Mackintosh of Dunnachten, is  
settled; Moray and Donald make bonds of maintenance,  
and contract further states that if Ewin makes himself  
free of his manrent to Argyll, Moray will reward him.  
Cawdor Muniments, press 5, section VI, bundle I.

MORAYLOST BONDS

7 1576, (27 March)

William Edmonstone of Duntreath  
his s. and h. James

to James Stewart of Douns

bond of manrent to be given for assythment of murder of  
Stewart's father, as agreed in contract between them;  
license given by regent Morton allowing Stewart to  
receive the bond.

The license is in SRD, Duntreath Muniments,  
GD 97/3/'Autographs' 21; the contract, dated  
1 March 1576, is in Moray Muniments, box 1, no. 407.

For other bonds of the earls of Moray, see:

Contracts of friendship 92; Political bonds 2, 14, 15, 24.

MORTONMANRENT AND MAINTENANCE

1 1468, 15 May. Dalkeith

James 1st e. Morton

Hugh Douglas of Granton

indenture of maintenance and manrent in general terms;  
Morton promises never to make claim to the lands of Moffat  
and others but to defend Hugh in them; Hugh promises  
never to make claim to the lordship of Dalkeith; for life.

SRD, Morton Papers, GD 150/142.

2 1474, 24 May. Dalkeith

Hugh of Douglas

to James 1st e. Morton  
his heirs

bond of manrent in standard terms; for life.

Morton Registrum, ii, 221-2.

3 1482, 10 May. Dalkeith

James Gifford of Schereshall

to James 1st e. Morton

bond of manrent in standard terms; includes promise to  
accompany Morton if he has actions pertaining to fee and  
heritage, or before king and council; given because Morton  
had given Gifford money in his great necessity; for life.

Morton Registrum, ii, 245-7.

4 1486, 2 November. Edinburgh

James Livingstone of Manerston,  
tenant of half the lands of Blyth  
his heirs

to James 1st e. Morton  
his heirs

bond of manrent in standard terms; service to his  
'forfeiture' excepted; given because Morton has quitclaimed  
all wards, reliefs, etc. of the lands, although Livingstone  
holds them of him; in perpetuity.

SRD, Morton Papers, GD 150/209.

MORTONMANRENT AND MAINTENANCE

- 5 1575, 19 April. Dalkeith  
 Adam Turnbull of Butterwell to James 4th s. Morton, regent  
 his s. and h. Adam and Archibald 8th s. Angus  
 their heirs their heirs  
 bond of manrent in standard terms; given because Morton has  
 our lives and goods in his will because of our part in the  
 late treasonable crimes against the king, and for treasonably  
 burning the corn in Morton's lands of Colden and Sandyrigs,  
 but has now given us remission; in perpetuity.  
 SRD, Morton Papers, GD 150/456.
- 6 1575, 6 October. Edinburgh  
 Matthew Campbell of Loudoun, to James 4th s. Morton, regent  
 sheriff of Ayr and Archibald 8th s. Angus  
 his s. and h. Hugh  
 bond of manrent in standard terms; given for bond of  
 maintenance by Angus; for their lives.  
 SRD, Morton Papers, GD 150/457.

LOST BONDS

- 7 c.1579  
 James 4th s. Morton  
 Thomas Kerr of Fernihurst  
 Acceptance by Morton of offer of Kerr, then in exile, of  
 bond of manrent, and promise of bond of maintenance; it  
 is, however, very uncertain whether these bonds were made.  
 Fraser, Annandale, 1, 42-4.<sup>38</sup>

For other bonds of the earls of Morton, see:  
 Royal bonds 21; Contracts of friendship 67;  
 Political bonds 11, 12, 15, 16, 27, 29.

38. See above, p.286

OGILVY OF THAT ILKMANRENT AND MAINTENANCE

- 1 1472, 24 March. Banff  
 James Ogilvy of Deskford  
 burgh of Banff: baillies, council and community  
 indenture of maintenance and manrent in general terms;  
 burgh leases to Ogilvy three nets on the water of Deveron  
 for nineteen years, and promises not to dispoise nor lease  
 anything pertaining to the burgh without Ogilvy's advice  
 and consent; and Ogilvy promises not to consent to any  
 assedation to any person who is not friend to the burgh  
 without the advice and consent of the baillies and council,  
 and to protect their freedom of the waters of Deveron;  
 for life.  
Banff Annals, 1, 20-1.
- 2 1479, 22 October.  
 burgh of Cullen: baillies and council to James Ogilvy of Deskford  
 bond of manrent.  
Banff Annals, 1, 21 (mentioned)
- 3 1514, 19 April. Findlater  
 James Grant, s. and h. to Alexander Ogilvy of  
 of John Grant of Freuchy Deskford  
 his kin, friends and servants  
 bond of manrent in standard terms; promise of assistance  
 especially against Clanchattan if they invade Ogilvy's lands;  
 given for special affection, blood and kindness; to last  
 during his father's lifetime, and thereafter an equal bond  
 of kindness to be made.  
Fraser, Grant, iii, 59.
- 4 1519, 9 September. Findlater  
 Alexander Ogilvy of that ilk  
 Walter Ogilvy of Baddinspink  
 their friends  
 contract of maintenance and manrent in standard terms;  
 dispute over lands to be settled by friends or by law,  
 as they think expedient; Walter not to be hindered in the  
 disposition of his manrent as he pleases - with Alexander's  
 advice; for life.  
 SRO, Abercromby of Forglan Muniments, GD 185 box 2  
 bundle 6.

See also: Contracts of friendship 11.

OGILVY OF AIRLIEMANRENT AND MAINTENANCE

1 1591, 28 October. Edinburgh.

James lord Ogilvy of Airlie  
John Ogilvy of Inverquharity  
their heirs

contract of maintenance and manrent in general terms; although John has a bond of the earl of Angus, he will live and die with James against Angus, his superior, and make no dependance on him or his heirs, nor make bonds with any other.

SRO, Airlie Muniments, GD 16/25/9.

See also: Archbishops of St. Andrews: Beaton 1;  
Political bonds 6, 15, 20, 24, 33.

OGILVY OF CARDELLMANRENT AND MAINTENANCE

1 1549, 1 March. Edinburgh

Lauchlan Mackintosh Malcolmson  
in Connage  
his friends and servants

to James Ogilvy of Cardell  
his s. and h. Alexander

bond of manrent in standard terms; allegiance to William Mackintosh of Dunnachtan excepted; for life.

SRO, Mackintosh Muniments, GD 176/64.

See also: Contracts of friendship 42.

OGILVY OF INCHMARTINMANRENT AND MAINTENANCE

1 1461, 16 April. Perth

Walter Tulch, s. and h. of  
late Walter of Tulch of that ilk  
his heirs

to Andrew Ogilvy of Inchmartin  
his heirs

notarial instrument recording promise of manrent in general terms; most of document concerned with discharge of agreement between Walter's father and Andrew; Andrew having sustained Walter for thirteen years, Walter will marry with his advice and not sell nor alienate his lands without Andrew's counsel; and will pay £80 for expenses incurred in the past by Andrew on his and his father's behalf; for life.

Fraser, Melville, iii, 44-5.

See also: Oliphant 3.

OLIPHANTMANRENT AND MAINTENANCE

- 1 1468, 6 August. Perth  
 Laurence 1st lord Oliphant  
 Robert Mercar of Balleff, burgess of Perth  
 indenture of maintenance and manrent in general terms; if Robert incur too great an expense in serving Oliphant, his fee will be considered by three friends; for eleven years.  
 NLS, Gask documents, bundle II no. 1;  
 Anderson, Oliphants, 12-3.
  - 2 1469, 31 May. Bathioke  
 Alexander Blair of Bathioke to Laurence 1st lord Oliphant, his brother-in-law  
 bond of manrent in general terms; allegiance to lord Boyd excepted; for five years.  
 NLS, Gask documents, bundle II no. 3;  
 Anderson, Oliphants, 14.
  - 3 1469, 18 June. Bathioke  
 Laurence 1st lord Oliphant  
 David Ogilvy of Inchmartin  
 indenture of maintenance and manrent in general terms; for life.  
 NLS, Gask documents, bundle II no. 5;  
 Anderson, Oliphants, 15.
  - 4 1469, 18 June. 'Collase'  
 Laurence 1st lord Oliphant  
 Silvester Rattray of that ilk  
 indenture: manrent in general terms for three years, allegiance excepted to lord Boyd and the countess of Crawford; Oliphant to pay Silvester £20 after the decease of the lady of Callendar and Oliphant's mother; until then, £10 per annum.  
 NLS, Gask documents, bundle II no. 4;  
 Anderson, Oliphants, 14-5.
  - 5 1470, 3 June. Dupplin  
 Tristram Gorty of that ilk to Laurence 1st lord Oliphant  
 bond of manrent in general terms; for two years.  
 NLS, Gask documents, bundle II no. 6;  
 Anderson, Oliphants, 16.
  - 6 1471, 21 April. The chapel at Dupplin  
 Andrew Rollock of Duncrub to Laurence 1st lord Oliphant  
 his s. and h. Robert, and son Andrew  
 notarial instrument recording promise of manrent; Robert Rollock to take Oliphant's council concerning his marriage; for their lives. Latin.<sup>39</sup>  
 Gask documents, bundle II no. 7;  
 Anderson Oliphants, 17.
39. This document is in very bad condition, and barely legible; Anderson suggests it was immersed in water and then rubbed over in an attempt to make it readable.

OLIPHANTMANRENT AND MAINTENANCE

- 7 1471, 5 September. Dupplin  
 Laurence 1st lord Oliphant  
 Humphrey Murray of Abercairney  
 indenture: manrent in general terms; Oliphant to pay  
 20 merke per annum; Murray excepts allegiance to lord  
 Graham, to whom he was previously bound, for the first  
 five years; for ten years.  
 Gask documents, bundle II no. 8;  
 Anderson, Oliphants, 17-8.
- 8 1472, 23 October. Dupplin  
 John Fotheringham of Powrie to Laurence 1st lord Oliphant  
 bond of manrent in general terms; given for good lordship;  
 for life.  
 Gask documents, bundle II no. 9;  
 Anderson, Oliphants, 18-9.
- 9 1473, 28 February. Dupplin  
 William Ferny of that ilk to Laurence 1st lord Oliphant  
 his heirs  
 bond of manrent in general terms; given for good lordship;  
 for life.  
 Gask documents, bundle II no. 10;  
 Anderson, Oliphants, 19.
- 10 1475, 10 May. Dupplin  
 Robert Bruce of Culmalundie to Laurence 1st lord Oliphant  
 bond of manrent in general terms; allegiance to the laird  
 of Clackmannan, his brother, excepted; given for good  
 lordship; for life.  
 Gask documents, bundle II, no. 11.  
 Anderson, Oliphants, 19-20.
- 11 1476, 24 September. (no place)  
 William Rollock of Findone to Laurence 1st lord Oliphant  
 bond of manrent in standard terms; for life.  
 Gask documents, bundle II no. 12;  
 Anderson, Oliphants, 20.
- 12 1478, 2 December. Perth  
 Walter Murray, s. of late David to Laurence 1st lord Oliphant  
 Murray of Tullibardine  
 bond of manrent in standard terms; for life.  
 Gask documents, bundle II no. 13;  
 Anderson, Oliphants, 21.
- 13 1489, 15 February. Perth  
 Neil Stewart of Fothergill to Laurence 1st lord Oliphant  
 his kin, friends and men  
 bond of manrent in standard terms; allegiance to Huntly and  
 Atholl excepted; for life.  
 Gask documents, bundle II no. 17;  
 Anderson, Oliphants, 28.

OLIPHANTMANRENT AND MAINTENANCE

- 14 1495, 7 July. Dupplin  
 Lucas Bruce of Culmelundie to Laurence 1st lord Oliphant  
 bond of manrent in general terms; for life.  
 Gask documents, bundle II no. 19;  
 Anderson, Oliphants, 31.
- 15 1497, 28 March.  
 Tristram Gorty of that ilk to Laurence 1st lord Oliphant  
 bond of manrent in standard terms; for life.  
 Gask documents, bundle II no. 20;  
 Anderson, Oliphants, 31-2.
- 16 1501, 30 June. Aberdalgie  
 John Moncrieff of that ilk to John 2nd lord Oliphant  
 bond of manrent in standard terms; for life.  
 SRD, Maitland Thomson papers, GD 212 box 11 file 3;  
 copy, from original in Bachilton charters.
- 17 1502, 12 July. Dupplin  
 Robert Barclay of Strowe to John 2nd lord Oliphant  
 bond of manrent in standard terms; for life.  
 Gask documents, bundle II no. 21;  
 Anderson, Oliphants, 49.
- 18 1508, 9 January. Perth  
 John Thane of Dunning to John 2nd lord Oliphant  
 bond of manrent in standard terms; for life.  
 Gask documents, bundle II no. 22;  
 Anderson, Oliphants, 49-50.
- 19 1547, 26 August. Stormenclat  
 David Sinclair to Laurence 3rd lord Oliphant  
 his friends, tenants and  
 servants.  
 bond of manrent in general terms; service within Caithness;  
 given because Oliphant has sold to him non-entry, ward and  
 relief of the seven penny lands of Downy in Caithness, with  
 the marriage and ward of Margaret, daughter of late William  
 Caldell, last possessor of the lands, whom he will not marry  
 to anyone holding land of the queen through whom Oliphant and  
 heirs might lose the marriage of the lands.  
 Anderson, Oliphants, 78-9.

LOST BONDS

There are no certain 'lost bonds' in this collection, although the 'gud lordship' mentioned in Oliphant 8, 9 and 10 may have involved bonds of maintenance.

See also: Contracts of friendship 15; Political bonds 15, 20, 24, 30.



SCOTT OF BRANXHOLMEMANRENT AND MAINTENANCE

- 1 1595, 24 April. Hawick  
 Alie Baty of Blaikess to Walter Scott of Branxholme  
 and four other Batys his heirs  
 their heirs  
 surname of Baty of house of  
 Cowchquhairglen, except John Baty  
 of Ranselburn and his brother  
 bond of manrent in standard terms.  
 Fraser, Buccleuch, ii, 254.
- 2 1595, --- Hawick  
 John Vach, fiar of Dawick to Walter Scott of Branxholme  
 bond of manrent in general terms.  
 Fraser, Buccleuch, ii, 254-5.

For other bonds of the Scotts of Branxholme, see:  
 Royal bonds 12, 13, 16, 17; Hamilton 7; Archbishops of St. Andrews:  
 Hamilton 3;  
 Contracts of friendship 34; Political bonds 7.

SOMERVILLEMANRENT AND MAINTENANCE

- 1 1462, 24 October. Couthally  
 Thomas Kirkpatrick of Closeburn to John lord Somerville  
 bond of manrent in general terms; service to Robert Crichton  
 of Sanquhar excepted for three years; for life.  
 Somerville, Memorie of the Somervilles, i, 234-5.

See also: Angus 14; Hamilton 1; Political bonds 6, 20.

STEWART OF GRANDTULLYMANRENT AND MAINTENANCE

- 1 1611, 28 December. Dunkeld  
 Alexander Fleming of Moness to William Stewart of  
 his heirs Grandtully  
 his kin and friends his heirs, lairds of  
 Grandtully  
 bond of manrent in standard terms.  
 Fraser, Grandtully, i, 111-2.

See also: Argyll 70, 71; Contracts of friendship 92.

STIRLING OF KEIRMANRENT AND MAINTENANCE

- 1 1497, 15 December. Dunblane

Alexander Kinross  
his s. and h. John

to William Stirling of Keir  
his heirs

notarial instrument recording promise of perpetual manrent and agreement to accept the direction and counsel of Stirling and heirs for themselves and for entry to lordship of Kippenross and disposal of it, with the reservation that they would not be forced to sell it and lose inheritance. Latin  
Fraser, Keir, 269-70.

- 2 1519, 15 March. Edinburgh

John Stirling of Keir  
John Kinross of Kippenross

indenture, including ratification of manrent of 1497, notwithstanding Kinross' previous discharge of all bonds with Stirling; Stirling discharges penalty of £500 due for discharge of original bond, and will maintain Kinross.  
Fraser, Keir, 313-5.

For other bonds of the Stirlings, see:

Mar 1, 2; Montrose 6;

Contracts of friendship 27; Political bonds 7, 19.

SUTHERLANDMANRENT AND MAINTENANCE

- 1 1518, 16 August. Abbirico

Adam Gordon 10th s. Sutherland  
John Mackay of Strathnaver  
John's kin, friends and servants

notarial copy of indenture of maintenance and manrent in standard terms; John to serve especially against Alexander Sutherland; Adam to give John seven davachs of land in fee, and never agree with John Murray and his kin without John's consent, as John also agrees; allegiance excepted to Caithness by Adam and to Huntly by John; for life.  
Fraser, Sutherland, iii, 69-71.

- 2 1529, 29 June. Dunrobin

Alexander master of Sutherland  
John Rory Macanesson  
John's kin and friends  
their partakers

indenture of maintenance and manrent in standard terms; both to assist one another against John Mackay of Strathnaver; Alexander to give John in marriage to Margaret, daughter of John Murray of Cambusaw; for life.  
Fraser, Sutherland, iii, 88-9.

SUTHERLANDMANRENT AND MAINTENANCE

- 3 1529, 4 September. Dunrobin  
 William Sutherland of Duffus to Alexander master of Sutherland  
 his heirs his heirs  
 his kin, friends and household  
 bond of manrent in standard terms; allegiance to Moray and  
 lord Forbes excepted for William's life; given because  
 Alexander has received him as tenant and vassal in lands of  
 Skelbo, won by him from John Kinnaird, laird of Skelbo, and  
 for defence and protection in the lands; in perpetuity.<sup>40</sup>  
 Fraser, Sutherland, iii, 92-4.

- 4 1587, Dornoch  
 Alexander, 12th e. Sutherland  
 John Thomasson  
 John's kin  
 agreement by which John's kin promise manrent, and to cause  
 their friends to renounce their friendship and service to  
 Murchon Mackay, and serve Sutherland, being enemy to any who  
 refuse, and to defend Alexander against any attack by Mackay;  
 Alexander leases land to John until Whitsun 1588, when he  
 may enter into the lands of Moy.  
 Fraser, Sutherland, iii, 154-6.

LOST BONDS

- 5-7: note of bonds: 1516, Roy Mackay to earl Adam  
 1518, John Mackay to earl Adam  
 1522, John Mackay to Alexander master of Sutherland  
Sutherland Case, Appendix VIII, 23.

- 8 1522, 6 July. Cathedral of Caithness  
 Alexander master of Sutherland  
 John Mackay in Strathnaver  
 notarial copy of act of court held by commissary substitute,  
 Robert Macraith, vicar of Kilmailie: John Mackay to give  
 manrent to Alexander as he was bound to the earl (Sutherland 1),  
 under pain of excommunication; Alexander to maintain John,  
 as the earl was bound.  
 Fraser, Sutherland, iii, 71-2.

40. On 1 April 1529, Kinnaird made a contract with Sutherland of Duffus,  
 agreeing to infect him in the lands of Skelbo, to be held of the  
 earl of Sutherland for service: Fraser, Sutherland, iii, 86-7.

SUTHERLANDMANRENT AND MAINTENANCE

- 9 1581, 15 March. Edinburgh  
 William Sutherland of Duffus his heirs to Alexander 12th e. Sutherland  
 bond acknowledging authenticity of bond of manrent by his grandfather (Sutherland 3), having now seen the bond; binds himself and heirs to fulfill it, having been entered as tenants in the lands.  
 Fraser, Sutherland, iii, 151-2.

For other bonds of the earls of Sutherland, see:  
 Royal bonds 14; Gordon 112;  
 Contracts of friendship 20, 21, 36, 51, 52;  
 Political bonds 7, 15, 20, 33.

WAUS OF BARNBARROCHMANRENT AND MAINTENANCE

- 1 1562, 6 November. Wigtown  
 Alexander Waus of Barnbarroch  
 Harry Hawthorn in Meikle Airies  
 contract of maintenance and manrent in general terms; Waus gives Harry parsonage of his six merk lands of Meikle Airies for fourteen merks per annum; for life.  
Waus Correspondence, 29-30.

See also: Contracts of friendship 69.

WEMYSS OF THAT ILKMANRENT AND MAINTENANCE

- 1 1487, 16 August. Leith  
 John Melville, s. and h. of William Melville of Raith to John Wemyss of that ilk  
 bond of manrent in standard terms; service to my 'forfeftouris' excepted; for life; and if he outlives his father, to be bound in manrent as his father is bound.  
 Fraser, Melville, iii, 246; Wemyss, ii, 109-10.

LOST BONDS

- 2 1487: bond of manrent by William Melville of Raith: Wemyss 1.

See also: Hamilton 11; Archbishops of St. Andrews: Beaton 3; Hamilton 2; Archbishops of Glasgow: Beaton 1.



ROYAL BONDSMANRENT AND MAINTENANCE

- 7 1546, 24 May. Stirling Castle  
Hector Maclean of Duart to Mary of Guise  
his kin, friends and servants  
bond of manrent in general terms; given because of lease  
of lands in the Isles for the old mails of one merk for  
every merkland, and for discharge of all mails past and  
until Whitsun 1547; for life.  
SRQ, State Papers, 13/48.
  
- 8 1546, 31 May. Edinburgh  
William Sinclair of Roslin to Mary of Guise  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
SRQ, State Papers, 13/50.
  
- 9 1548, 17 January. Stirling  
Alexander Gordon, postulate to Mary of Guise  
of Caithness  
bond of manrent in standard terms; given for maintenance  
and yearly pension of £200; for life.  
SRQ, State Papers, 13/55.
  
- 10 1548, 26 March. Huntly  
Patrick lord Gray to Mary of Guise  
his friends  
bond of manrent in standard terms; includes promise of  
service against English; given for maintenance and yearly  
pension of 500 merks; for life.  
SRQ, State Papers, 13/56.
  
- 11 1548, 14 April. Edinburgh  
Robert Carnegie of Kinnaird to Mary of Guise  
bond of manrent in standard terms; given for maintenance  
and yearly pension of £100; for life.  
SRQ, State Papers, 13/59.
  
- 12 1548, 13 August. Edinburgh  
Walter Scott of Branxholme to Mary of Guise  
his kin, friends and servants  
bond of manrent in standard terms; given for maintenance;  
for life.  
SRQ, State Papers, 13/61.
  
- 13 1548, 13 August. Edinburgh  
Walter Scott of Branxholme by Mary of Guise  
bond of maintenance in standard terms; given for manrent.  
Fraser, Buccleuch, ii, 187-8.
  
- 14 1549, 20 February. Edinburgh  
John 11th e. Sutherland to Mary of Guise  
his friends and servants  
bond of manrent in general terms; given for maintenance and  
because Mary has received him as tenant in the earldom of  
Ross; for life.  
SRQ, State Papers, 13/63; Fraser, Sutherland, iii, 107.

ROYAL BONDSMANRENT AND MAINTENANCE

- 15 1549, 14 March. Edinburgh  
George Meldrum of Fyvy to Mary of Guise  
his kin, friends and servants  
bond of manrent in standard terms; for life.  
SR0, State Papers, 13/65.
- 16 1549, 24 June. Edinburgh  
William Scott of Kirkurd, s. and h. to Mary of Guise  
of Scott of Braxholme  
bond of manrent in standard terms; includes promise of  
service against the English; for life.  
SR0, State Papers, 13/66; Fraser, Buccleugh, ii, 195.
- 17 1549, 24 June. Edinburgh  
William Scott of Kirkurd by Mary of Guise  
bond of maintenance in standard terms; includes promise to  
give all yearly fees that the late John Melville of Raith  
had for his service; given for manrent and other causes.  
Fraser, Buccleugh, ii, 170.
- 18 1549, 30 September. Edinburgh  
John Erskine of Dun to Mary of Guise  
bond of manrent in standard terms; for life.  
SR0, State Papers, 13/68.
- 19 1552, 11 February. Edinburgh  
James Macgill, burges of Edinburgh to Mary of Guise  
bond of manrent in standard terms; given for maintenance  
and yearly pension of £100; for life.  
SR0, State Papers, 13/74.
- 20 1557, 6 November. Edinburgh  
Robert lord Boyd by Mary of Guise, regent  
Robert master of Boyd  
bond of maintenance in general terms; given for bond of  
manrent.  
SR0, Boyd Papers, GD 8/159; Abbotsford Miscellany, i, 16-7.
- 21 1557, 15 November. Edinburgh  
James 4th s. Morton to Mary of Guise, regent  
his heirs  
his kin, friends and partakers  
bond of manrent in standard terms; given because it is his  
duty to serve the queen and regent, and for sundry gratuities.  
SR0, State Papers, 13/78.

LOST BONDS

- 22 1455, (8 March)  
James Tweedie of Drumelzier to James II  
bond of manrent for life.  
Royal bonds 2.

ROYAL BONDSLOST BONDS

- 23 1529, (26 May)  
 Robert Boyd in Kilmarnock to Margaret queen of Scotland  
 bond of manrent, for as long as he holds lands and lordship  
 of Kilmarnock.  
 Royal bonds 3.
- 24 1548, (17 January)  
 Alexander Gordon, postulate by Mary of Guise  
 of Caithness  
 bond of maintenance.  
 Royal bonds 9.
- 25 1548, (26 March)  
 Patrick lord Gray by Mary of Guise  
 bond of maintenance.  
 Royal bonds 10.
- 26 1548, (14 April)  
 Robert Carnegie of Kinnaird by Mary of Guise  
 bond of maintenance.  
 Royal bonds 11.
- 27 1549, (20 February)  
 John 11th e. Sutherland by Mary of Guise  
 bond of maintenance.  
 Royal bonds 14.
- 28 1552, (11 February)  
 James Macgill, burgess of Edinburgh by Mary of Guise  
 bond of maintenance.  
 Royal bonds 19.
- 29 1557, (6 November)  
 Robert lord Boyd to Mary of Guise, regent  
 Robert master of Boyd  
 bond of manrent, to maintain Mary's authority as regent  
 until her daughter is twenty-four.  
 Royal bonds 20.

See also: Contracts of friendship 45; Political bonds 10.



ARCHBISHOPS OF GLASGOWMANRENT AND MAINTENANCEBEATON

1 1515, 16 July. Edinburgh

David Wemyss of Wester Wemyss

by James Beaton, abp. Glasgow

bond of maintenance in general terms; given for manrent;  
for life.

Fraser, Wemyss, 11, 141-2.

DUNBAR

1 1527, 8 December. Glasgow

George Maxwell  
of Cowglen

by Gavin Dunbar, abp. Glasgow

bond of maintenance in general terms; given for manrent,  
Maxwell excepting service to lord Maxwell.

Fraser, Pollok, 1, 257.

LOST BONDS

Bonds of manrent by Wemyss and Maxwell: Beaton 1, Dunbar 1.

See also: Political bonds 3, 4.

BISHOPS OF MORAYMANRENT AND MAINTENANCEHEPBURN

1 1545, 1 May. Spynie

Huchon Rose of Kilravock  
and three others  
their kin and friends

to Patrick Hepburn, bp. Moray

bond of manrent in standard terms; given for his goodness  
to us, especially for setting lands in feu; for life.

Family of Rose, 211-3.

2 1545, 6 May. Spynie

Huchon Rose of Kilravock  
and others  
their heirs  
their kin, friends and servants

by Patrick Hepburn, bp. Moray  
his heirs

his kin, friends and servants

bond of maintenance in standard terms; excepts laird of  
Innes and John Grant of Frauchy and his s. and h. John;  
given for bond of manrent.

Family of Rose, 213-4.

See also: Political bonds 7, 20.

ARCHBISHOPS OF ST. ANDREWSMANRENT AND MAINTENANCEBEATON

- 1 1529, 18 July. Abbey of Arbroath  
James lord Ogilvy of Airlie

by David Beaton, abbot of  
Arbroath  
his kin, friends and servants

bond of maintenance in standard terms; includes promise to  
receive him with six men and horses in his house with  
'busche of court' (bouch au cour: sustenance); given for  
bond of manrent; to last while he is abbot of Arbroath.

SRO, Airlie Muniments, GD 16/46/8.

- 2 1544, 22 October. Castle of St. Andrews  
Patrick lord Gray

by David Beaton, cardinal of  
St. Andrews  
his kin, friends and servants

bond of maintenance in standard terms; given for certain  
gratitudes and bond of manrent of this date; for life.

SRO, Dalhousie Muniments, GD 45/26/5;

Spalding Miscellany, v, 295-6.

- 3 1545, 9 November. Castle of St. Andrews  
John Wemyss of that ilk

by David Beaton, cardinal of  
St. Andrews  
his kin, friends and servants

bond of maintenance in standard terms; given for gratitudes  
and bond of manrent; for life.

Fraser, Wemyss, ii, 170-2.

FORMAN

- 1 1519, 26 June. Dunfermline Abbey  
William Ramsay of Brakmonth

by Andrew Forman, abp.  
St. Andrews

bond of maintenance in general terms; gives annual pension  
of twenty merks; given for bond of manrent for life.

SRO, Makgill Charters, GD 82/312.

HAMILTON

- 1 1543, 12 July. Edinburgh  
Hugh Montgomery, master of Eglinton  
his kin, friends and servants

to James Hamilton, abbot of  
Paisley

bond of manrent in standard terms; excepts those to whom he  
is already bound; given for annual fee and bond of  
maintenance; for life.

Hamilton Muniments, box 102.

- 2 1550, 21 March. Edinburgh  
John Wemyss of that ilk

by James Hamilton, abp.  
St. Andrews

his kin, friends and partakers

bond of maintenance in standard terms; given for bond of  
manrent for life.

Fraser, Wemyss, ii, 178-8.

ARCHBISHOPS OF ST. ANDREWSMANRENT AND MAINTENANCEHAMILTON

- 3 1550, 31 December. Edinburgh  
 Walter Scott of Branxholme  
 by James Hamilton, abp.  
 St. Andrews  
 his kin, friends and servants  
 bond of maintenance in standard terms; given for bond of  
 manrent of same date; for life.  
 Fraser, Buccleuch, ii, 201.
- 4 1553, 9 August. Jedburgh  
 Walter Kerr of Cosford  
 John Kerr of Fernihurst  
 Andrew Kerr of the Hiresel  
 their heirs  
 by James Hamilton, abp.  
 St. Andrews  
 James 3rd s. Arran  
 Arran's heirs  
 bond of manrent in standard terms; in perpetuity.  
 Hamilton Muniments, box 102.

LOST BONDS

Bonds of manrent by Ogilvy, Gray and Wemyss to Beaton: Beaton 1, 2 and 3;  
 bond of manrent by Ramsay to Forman: Forman 1;  
 bonds of manrent by Wemyss and Scott to Hamilton: Hamilton 2 and 3;  
 bond of maintenance to Montgomery by Hamilton: Hamilton 1.

See also: Contracts of friendship 7, 40; Political bonds 7, 15, 19, 20.

BISHOPS OF CAITHNESSMANRENT AND MAINTENANCESTEWART

- 1 1506, 27 June. Cathedral of Dornoch  
 Huchon Sutherland of Thornwol  
 and Pronay  
 his heirs  
 his kin, friends and servants  
 to Andrew Stewart, bp.  
 Caithness  
 his successors  
 bond of manrent in standard terms; allegiance to Sutherland  
 excepted; for maintenance; in perpetuity.  
 SRO, Register House Charters, no. 693.

LOST BONDS

Bond of maintenance to Sutherland by Stewart: Stewart 1.

See also: Royal bonds 9; Contracts of friendship 36, 52.

ABBOTS OF COUPAR ANGUSMANRENT AND MAINTENANCE

- 1 1553, 17 November. Coupar  
 Duncan Campbell of Glenlyon to Donald Campbell, abbot of Coupar  
 bond of manrent in standard terms; to have allowance for 'hors and twa bois'; allegiance excepted to Argyll; given for yearly fee of £20 and other gratuities.  
 Argyll MSS. vol. 4/16.

LOST BONDS

- 2 1474, (10 June)  
 William Clerk, the king's porter to Donald Bane, abbot of Coupar;  
 manrent; for which Donald leases the teinds and alterage of the church of Fossoquhy to him and his wife Agnes, remitting payment due to the abbey.  
Coupar Angus Rental, i, 214-6.

See also: Political bonds 7.

OTHER LOST BONDS<sup>42</sup>

- 1 1446, (21 May)  
 Alexander Forbes  
 Malcolm Forbes  
 the sons of late William Forbes of Kinnaldy  
 According to decision of arbiters about their dispute over inheritance, Alexander's claims upheld, and Malcolm directed to become men to Alexander for life; 'for the quhilk manrent' Alexander to give Malcolm lands of Meikle Wardrie in the Garioch in fee and heritage, and pay him 280 merks.  
 SRG, Olguise Muniments, GD 45/26/5 (copy);  
Aberdeen-Banff Illustrations, iii, 404-5.
- 2 1462, 24 August  
 James Cockburn, s. and h. of to William Maitland of  
 Patrick of Newbigging Lethington  
 bond of manrent  
APS, vii, 160.
- 3 Before 4 July 1476  
 Gavin of Crichton to William of Borthwick  
 bond of manrent; given for fee of £25 - which William was now ordered to pay by the lords auditors, the making of the bond having been proved.  
ADA, 42.

42. This list gives references to bonds made by families in whose archives there are no surviving bonds of manrent; it is arranged chronologically, according to the dates of the documents which refer to the bonds, with the exception of the list of bonds of Murray of Tullibardine which is given at the end.

OTHER LOST BONDS

## 4 Before 4 July 1476

James of Borthwick to William lord Crichton  
bond of manrent; given for fee of £25 - which William was  
now ordered to pay by the lords auditors, the bond being  
produced.

ADA, 42.

## 5 Before 20 July 1476.

Robert Muir of Rowallan to Alexander lord Kilmaurs  
bond of manrent; Robert claimed that Alexander had broken  
his obligation, possibly of maintenance and certainly to pay  
the balance of the fee due, for which he made a subsequent  
claim; given until 4 October to prove it, and meanwhile  
obliged by the lords auditors to make homage and service to  
Alexander.

ADA, 56.

## 6 Before 26 April 1482.

Walter Stewart lord Innermeath  
Alexander Stewart his cousin

indenture: manrent, in return for fee and household (in this  
context, sustenance). Arbiters find that Alexander has  
broken his agreement not to make other bonds without Walter's  
licence by giving a bond of manrent to James e. Buchan;  
Alexander therefore has no claim on Walter for fee and heritage,  
either in future or for anything already due; and Alexander  
is free of his manrent to Walter.

Atholl Charters, vol. 1 no. 54.

## 7 Before 1485, 18 January

Alexander Kirkpatrick to Robert Charteris of Amisfield,  
summons by Robert of Alexander for wrongfully withholding a  
third of his winning of 'aventur of were'; Alexander alleged  
that he had prior allegiance to the laird of Closeburn and  
Henry Kirkpatrick in his letter of manrent to Charteris, but  
the lords of council decreed that he was man to Charteris  
before all others, and continued the case.<sup>43</sup>

ADC, 95.

## 8 Before 22 August 1487

William Stirling of Keir to Andrew lord Avondale  
bond of manrent, excepted in his bond to lord Erskine  
Mar 1.

## 9 1491, (19 May)

Robert of Carlyle to Cuthbert Murray of Cockpule  
bond of manrent, ordered to be given by arbiters in decision  
on their dispute over goods withheld by Robert from Cuthbert;  
Robert had failed to make the bond, and now agreed to do so,  
being ordered by the lords auditors to fulfil the terms of the  
decreet arbitral.

ADA, 156.

43. The 'aventur of were' was the capture of James 9th e. Douglas by  
Alexander Kirkpatrick, at Lochmaben on 22 July 1484.

OTHER LOST BONDS

10 Before 22 February 1492.

Gilbert Kennedy of Carnlok to Gilbert Kennedy of Bargany;  
bond of manrent, referred to in settlement of dispute  
between their heirs; Thomas of Bargany resigns lands of Sanag  
and others to John of Carnlok, and give up all bonds and  
obligations to him, discharging him of them, except for the  
bond of manrent.

SRO, Bargany Muniments, GD 109/785.

11 1587, 30 April

William Weir of Stanebyres to James Weir of Blackwood  
his heirs his heirs

bond of manrent in standard terms; allegiance excepted to  
abbot of Kelso; given for assythment of slaughter of John  
Weir of Poneill, Blackwood's son, and hurting of James Reid,  
his son-in-law, by William. Text contained in parliamentary  
ratification of this bond, 1592.

APS, iii, 624-5.

List of Murray of Tullibardine bonds (probably seventeenth century):

- 1 1446: Tristram Gorty of that ilk to (David) Murray of Tullibardine
- 2 1453, February: Alexander Napier of Merchiston to (David) Murray of Tullibardine
- 3 1455, August: James Livingstone of Callender to (David) Murray of Tullibardine
- 4 1452: David Blair of Bandochter to (David) Murray of Tullibardine, for one year, and for a certain fee.
- 5 1485: Finlay and 'Gillifeiland' Philipson to (William) Murray of Tullibardine
- 6 1486: 'Um(quhile) of Cramie' to (William) Murray of Tullibardine. At Edinburgh.
- 7 no date: Duncan Tossach to Murray of Tullibardine
- 8 1488, March: Maxton of Culloquhy to (William) Murray of Tullibardine
- 9 1572 'or therby': Robert Aison of Fornock to (William) laird of Tullibardine for life, excepting king and Atholl.

SRO, Dalguise Muniments, GD 38/1/62 (22).

APPENDIX BCONTRACTS AND BONDS OF FRIENDSHIP

The list of contracts and bonds of friendship is given chronologically. It contains those contracts in which the establishing of amity and mutual support was the sole purpose of the agreement, or at least was an important part of it; it does not include the many contracts which were made for other purposes, such as agreements over land, or marriage contracts, in which only a brief and general statement about the mutual friendship of the parties appears at the end. The entries are given in the same form as those in Appendix A; 'general terms' refers to a general statement of friendship and mutual assistance, 'standard terms' to promises to assist in each other's actions and causes, to warn of and prevent harm, to give counsel, and so on. The contracts come from the same period, from the 1440s until the early seventeenth century. Where both parts of a contract or indenture survive, they are given under one entry.

The compilation of the list of personal agreements between men of equal status raises the problem of what constituted a contract of friendship as opposed to a political bond. On the whole, contracts of friendship were made between two people, or sometimes a small group, and were concerned with local affairs, while political bonds involved large numbers of people and were made for specifically political purposes. But these classifications are far from absolute; inevitably there was overlap, because the idea of the personal alliance was common to both, and the same people made both. The division made here between contracts of friendship and the political bonds listed in Appendix C is therefore sometimes rather arbitrary. In cases where there is doubt, the main guideline is the extent to which the contract concentrates in the idea of general support, rather than pre-occupation with particular political circumstances.

CONTRACTS OF FRIENDSHIP

- 1 1441, 4 July. Tullibardine  
 David Murray of Tullibardine  
 Malcolm Drummond of Concraig  
 indenture of friendship in general terms; discord to be resolved by the bishop of Dunkeld, the abbot of Inchaffray Patrick Lyon, John of Ruthven and others; Malcolm may refer any counsel of David's which he thinks injurious to this group. Malcolm to marry David's daughter Isabel, and give her £10 worth of lands. For life.  
 SRD, Drummond Castle Muniments, GD 160 bundle II no. 32
  
  - 2 1466, 26 January. Aberdeen  
 Nicol earl of Erroll  
 George lord Gordon, master of Huntly  
 their kin, friends and men  
 indenture of friendship, both parts of which are known,<sup>1</sup> in general terms; dispute to be resolved by three from each of their councils; for life.  
Spalding Miscellany, ii, 251;  
 SRD, Gordon Castle Muniments, GD 44 13.7.2; Spalding Miscellany, iv, 180-1
  
  - 3 1467, 9 August. Forbes  
 William lord Forbes, Alexander Forbes of Pitaligo, Alexander Forbes of Tolquhon, Arthur of Forbes, and John of Forbes of Brachouse;  
 Duncan Mackintosh, captain of Clanchattan, Huchon Ross of Kilravock, and Duncan's brothers Alan and Lauchlan  
 their kin, men and followers.  
 indenture of friendship in standard terms; allegiance excepted by the Forbes to their overlords, and by the Mackintoshes and Ross to the earl of Ross; in perpetuity.  
 SRD, Lord Forbes Collection, GD 52/1083;  
 Mackintosh Muniments, GD 176/9 (copy);  
Aberdeen-Banff Illustrations, iv, 402-3 (partly printed)
  
  - 4 1475, 8 November. Cawdor  
 William thane of Cawdor  
 Huchon Ross of Kilravock and Huchon his son  
 their parties  
 indenture of friendship; to end all quarrels, injuries and slaughters between them in the past; they agree to abide by the ordinance of John Innes of that ilk and four persons chosen by him on Cawdor's behalf, their decret to be given at Elgin on 19 November. In perpetuity.  
Cawdor Bk. 59-60.
  
  - 5 1476, 25 July. Edinburgh  
 Thomas Cumming of Altyre  
 William Hay of Lochloy  
 their heirs, kin, friends and servants  
 indenture of friendship in standard terms; made to end discord between them; allegiance excepted to the lords to whom they are bound in manrent; in perpetuity.  
 Cumming Muniments, Altyre, shelf 6, section 6.
1. The terms of the two parts of the indenture are identical, except that the initial promise of friendship is made individually, and the kin-friends and men are named as Erroll's in one part, lord Gordon's other. The original of the part kept by Erroll is lost.



CONTRACTS OF FRIENDSHIP

## 6 1476, 5 September. Cathedral of Moray

William thane of Cawdor

Huchon Rose of Kilravock and Huchon his son  
their kin, men and parties

indenture of friendship, in unusual terms: Huchon becomes son to William, and his son is bound in manrent and service. After Huchon's death, his son will become son to William, and his eldest son will be bound in manrent and service, and will marry one of William's daughters. William becomes father to Huchon, and will maintain and defend his son; and he forgives all injuries and slaughters committed by the Roses. Huchon's son excepts his allegiance to 'ane lordie quhilk he has or sall haff to master' without prejudice to William. The indenture contains the phrase 'the quhilkis sonrent manrente and mariage'; but it is included as a contract of friendship because it is one of a series of such agreements between Cawdor and the Roses, and was later referred to by them as 'ane bande of freindschipe'.<sup>2</sup>  
For life.

Cawdor Muniments, press 1, shelf 7, bundle V;  
Cawdor Bk. 60-2.

## 7 1477, 31 October. Edinburgh

William Scheves, co-adjutor of  
St. Andrewsto William earl of Erroll  
his kin, friends and servants

his kin, friends and servants

bond of friendship in standard terms, in return for Erroll's  
bond of friendship; for life.

Erroll Charters, no. 97 bundle V;  
Spalding Miscellany, ii, 252-3.

## 8 1481, 24 September. Croy

Farquhar Mackintosh, son and heir  
to Duncan Mackintosh, captain of  
Clanchattanto Huchon Rose of  
Kilravock, his sons, kin  
and party

bond of friendship in general terms; Farquhar to abide  
at counsel of Huchon and his son, and include them as  
principal members of his council; and to try to end dispute  
between Huchon and Ewin Makeachtane, taking Huchon's part if  
Ewin refuses to be reconciled; for life.

Family of Rose, 144-6.

## 9 1482, 21 June. Forres

William thane of Cawdor

Huchon Rose of Kilravock and Huchon his son

contract of friendship and marriage; accept arbitration on  
all debates arising since the making of their last bond of  
friendship of 5 September 1476; this bond to have as much  
strength as when it was made, except that Huchon's son may  
now take fee of any lord he pleases, unless he be against  
William; and William's son and heir William is to marry a  
daughter of Huchon.

Cawdor Muniments, press 1, shelf 7, bundle V;  
Cawdor Bk. 64-7 (partly printed).

CONTRACTS OF FRIENDSHIP

- 10 1483, 21 May. Kilspindie  
 John abbot of Scone  
 Andrew lord Gray  
 their households and servants  
 indenture of friendship in standard terms; Gray to protect the abbey of Scone and its lands, especially those in Angus, for which the tenants on these lands will ride and gang with Gray and serve him. For life.  
 Gray of Kinfauns Muniments, Darnaway, vol. 1/33.
- 11 1484, 15 September. Bog o' Gicht  
 James Ogilvy of Deskford  
 John Grant, son and heir of Duncan Grant of Freuchy  
 indenture of friendship in general terms; and marriage agreement: Grant to marry Ogilvy's daughter Margaret, and to infeft her with 20 merks of land; and Ogilvy to pay Grant 300 merks; friendship for life.  
 Fraser, Grant, iii, 35-6.
- 12 1491, 21 February. Perth  
 George earl of Huntly and Alexander lord Gordon his son  
 Patrick earl of Bothwell  
 indenture of friendship in standard terms; for life.  
 SRD, Gordon Castle Muniments, GD 44 13.7.5;  
Spalding Miscellany, iv, 187-8.
- 13 1492, 18 September. Darnaway  
 Alexander Dunbar of the Westfeld  
 James Dunbar of Cumnock;  
 Farquhar Mackintosh, s. and h. of Duncan Mackintosh, captain of Clanchattan, having authority from Duncan their heirs  
 their kin, friends and men  
 contract of friendship, 'brethirheid' and manrent: Alexander and Duncan to keep kindness as carnal brothers; Farquhar becomes son to Alexander and brother to James. Alexander gives to Farquhar the town of Durris, barony of Cardale; and if he sells his other lands in the barony, Farquhar will have first refusal; Lawrence, James' son, to marry Janet, Farquhar's daughter. Promise of mutual defence and assistance in general terms, excepting their manrent to Huntly and lord Gordon, their bond to John Grant of Freuchy, and the bond between James and Alexander Innes of that ilk; disputes between them to be settled by arbiters; in perpetuity.  
Coll. de Rebus Alban. 83-6.
- 14 1494, 9 June. Edinburgh  
 Gilbert Hay of Dalgety  
 John Cheyne of Essilmont  
 indenture of friendship in standard terms; and marriage agreement: Cheyne's son and heir Henry to marry Hay's daughter Marjorie; allegiance to the lords to whom they are bound in manrent excepted; for life.  
Aberdeen-Banff Illustrations, ii, 353-4.

CONTRACTS OF FRIENDSHIP

- 15 1500, 8 April. Inchaffray  
 William lord Graham  
 John lord Oliphant  
 their kin, friends and men  
 indenture of friendship in standard terms; debates and  
 actions among their men to be decided by them, and if they  
 fail, their men may take their case to law; for life.  
 Montrose Muniments, Auchmar, I, 37;  
 Anderson, Oliphants, 47-8.
- 16 1503, 20 November. Edinburgh  
 James earl of Arran  
 Alexander earl of Monteith  
 indenture of friendship in general terms.  
 Hamilton Muniments box 102; Fraser, Monteith, ii, 306-7.
- 17 1504, 12 June. Dundee  
 William master of Erroll  
 Alexander Keith of Ythan  
 contract of friendship in general terms; for life.  
 Erroll Charters, 'Bonds of Manrent' 19.
- 18 1514, 23 April. Glasgow  
 John earl of Lennox  
 John lord Lyle  
 indenture of friendship in general terms; and agreement  
 about exchange of lands of Duchal and Rashellie, which involves  
 causing those presently there - both kinsmen of Lyle - to  
 move out.  
 Lennox Charters, 125; Fraser, Lennox, ii, 208-11.
- 19 1515, 6 May. Auldearn  
 Huchon Rose of Kilravock and son and heir  
 John Calder chantor of Rose and brother Huchon  
 their kin, men and friends  
 indenture of friendship in general terms; and marriage  
 agreement: Alexander, son of the late William thane of  
 Cawdor, to marry Rose's daughter Elizabeth. Allegiance  
 to the earl of Huntly excepted by both.  
Cawdor Bk. 125-6 (partly printed).
- 20 1516, 1 April. Girnego  
 John earl of Caithness  
 to Alexander earl of Huntly  
 and Adam earl of Sutherland  
 bond of friendship; Caithness promises to aid Sutherland  
 in winning the house of Dunrobin, and to cause him to be  
 obeyed in the earldom of Sutherland; and further, that if  
 the bishop of Caithness takes plain part with Huntly and  
 Sutherland in regaining the earldom, he will keep his bond  
 with the bishop; if not, he will discharge the bond. Given  
 because Huntly and Sutherland are bound to take his part in  
 all actions, and especially against William Keith of Inverugy,  
 his kin, friends and servants.  
 SR0, Sinclair of Mey Papers, GD 96/16.

CONTRACTS OF FRIENDSHIP

- 21 1516, 3 December. Spynie  
 John earl of Caithness  
 Adam and Elizabeth, earl and countess of Sutherland  
 indenture of friendship; Caithness to get Dunrobin castle  
 out of the hands of Alexander Sutherland, and deliver it  
 to the earl and countess; and to intromet with all farms,  
 mails, customs and lands of the earldom of Sutherland,  
 and be accountable for them; in return, to have £20 lands  
 in Sutherland.  
Fraser, Sutherland, iii, 63-5.
- 22 1517, 28 February. Edinburgh  
 Lauchlan Maclean of Duart to John Campbell of Cawdor  
 bond of friendship in standard terms; allegiance excepted  
 to the earl of Argyll.  
Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Bk. 128.
- 23 1517, 24 November. Edinburgh  
 James earl of Arran  
 Gilbert earl of Cassillis  
 bond of friendship in general terms; discord to be resolved  
 by their four nearest kin and friends, or by David bishop  
 of Argyll; given because of the old bond of kindness between  
 their predecessors, and for the honour, profit and welfare  
 of the king, now in his minority, the common weal of the realm,  
 the pleasure of the governor and the administration of  
 justice in Albany's absence.  
Hamilton Muniments box 102.
- 24 1519, 26 November. Perth  
 John earl of Atholl to Alexander earl of Huntly  
 his kin, friends and servants  
 bond of friendship in standard terms.  
SR0, Gordon Castle Muniments, GD 44 13.8.14;  
Spalding Miscellany, iv, 196-7 (partly printed).
- 25 1521, 10 August. Banquhart  
 Lauchlan Mackintosh, captain of to John Campbell of Cawdor  
 Clanchattan  
 bond of friendship in general terms; Mackintosh, with the  
 consent of his kin, forgives Campbell all quarrels in the  
 past; any in the future to be settled by their friends.  
 Mackintosh accepts allegiance to the earl of Moray, but  
 promises that if dispute arises between Campbell and Moray,  
 and Moray will not accept Mackintosh's counsel, he will keep  
 Campbell free of harm from Moray.  
Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Bk. 139-40.
- 26 1523, 21 March. Inveraray  
 John Campbell of Cawdor  
 Colin Campbell of Ardkinglas  
 contract of friendship in standard terms; counsel to be  
 given and kept secret unless it be against the earl of  
 Argyll and his heirs.  
Cawdor Muniments, press 5, section VI, bundle I.

CONTRACTS OF FRIENDSHIP

- 27 1524, 26 October. Edinburgh  
 Laurence Crawford of Kilbirnie to James Stirling of Keir  
 s. and h. Hugh s. and h. James  
 their kin and allies  
 bond of friendship in standard terms; grantors bound by  
 the faith of 'gentill men'; for their lives.  
 Fraser, Keir, 323.
- 28 1525, 13 February. Cawdor  
 John Campbell of Cawdor  
 Huchon Rose of Kilravock  
 indenture of friendship in standard terms; includes promise  
 that any lands or offices either of them obtain, the other  
 will help him to possess peaceably; and any land obtained  
 by conquest by one with the help of the other he will divide  
 with him, after the advice of their kin and friends. Campbell  
 excepts the earls of Argyll and Moray, and Mackintosh; Rose  
 excepts Mackintosh and the laird of Findlater; for life.  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Bk. 148-9.
- 29 1526, 18 March. Dumbarton  
 John Campbell of Cawdor  
 Archibald Campbell of Skipness  
 Archibald Campbell of Kilmichael  
 Angus Campbell of Barbreck  
 bond of friendship in standard terms. Allegiance excepted  
 to the earl of Argyll; but grantors include term that in  
 all debates between themselves and the earl, they will  
 agree with him only with the advice of all four, and if  
 Argyll denudes them of any of their heritage, or assists  
 any other to do so, they will withdraw their service.<sup>3</sup>  
 Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Bk. 145-6.
- 30 1526, 17 August. Edinburgh  
 George earl of Rothes to Archibald earl of Angus  
 bond of friendship in standard terms; includes promise  
 that if any benefice falls vacant north of the Tay, Rothes  
 will solicit the king to give it to Angus, to dispose to  
 whom he pleases; and Rothes also promises to take part with  
 Angus in furthering the king's authority, pacifying the realm  
 and preventing crime; for life.  
 Fraser, Douglas, iii, 226.
- 31 1526, 30 August. Castle of Kincardine  
 William earl of Montrose  
 William Murray of Tullibardine  
 their kin, friends and servants  
 indenture of friendship in general terms; given for diverse  
 causes, including forgiveness of all past discord; for all  
 time coming.  
 Montrose Muniments, Auchmar, I, 41.
3. Space is left in this document for further names: probably two more.  
 This suggests that the grantors, at odds with Argyll, hoped for further  
 support. See above, pp. 172-3.

CONTRACTS OF FRIENDSHIP

- 32 1527, 8 February. Perth  
 George bishop of Dunkeld  
 John earl of Atholl  
 indenture of friendship in standard terms; Atholl to keep Dunkeld's lands, tenants and kirkmen in peace and free of molestation; Dunkeld to pay Atholl £40 per annum; allegiance excepted by Atholl to the earl of Argyll.  
 Atholl Charters, vol. I no. 69.
- 33 1527, 30 April. Inverness  
 John Campbell of Cawdor  
 Hector Mackintosh, captain of Clanchattan  
 Hector Munro of Foulis  
 Donald Macdonald of Sleat  
 Muchon Rose of Kilravock  
 bond of friendship in standard terms; includes provision that if anyone now at discord with any of the grantors desires any manner of bond of kindness, it will be made only with the advice and consent of all; in times coming.  
 Cawdor Muniments, press 5, section VI, bundle I;  
 SRQ, Mackintosh Muniments, GD 176/32 (copy);  
Cawdor Bk. 149-50.
- 34 1530, 16 March. Ancrum  
 Walter Kerr of Cesford, Andrew Kerr of Fernihurst, Mark Kerr of Dolphinston, George Kerr, tutor of Cesford and Andrew Kerr of Primsidaleoch;  
 Walter Scott of Brankholms, Robert Scott of Allenhaugh, Robert Scott, tutor of Howpaslet, John Scott of Robertson and Walter Scott of Kirkeheaw  
 their kin, friends and servants  
 indenture of friendship in standard terms; both parties to go to the four head pilgrimages of Scotland, and pay chaplain for daily Masses, the Scotts for five years, the Kerrs for three, for the souls of Andrew Kerr of Cesford, John Scott of Erskine and others, slain in their fight at Melrose; Brankholm's son to marry one of Cesford's sisters; and debate between them to be settled by arbiters; given for staunching debate, forthbearing king's authority and punishing trespasses.  
 SRQ, Newbattle Collection, GD 40 portfolio xvi/  
 Ad. 1 (copy)
- 35 1536, - April. Perth  
 Alexander Menzies of Rannoch, son and heir of  
 Robert Menzies of Weem;  
 John Campbell, brother of James Campbell of Lawers  
 bond of friendship, made particularly for the defence of the lands of Rannoch; agree to chose keeper for the woods and forest of Rannoch, and share expenses for keeping the Isle of Rannoch, which John has in liferent of Alexander, ready to them both.  
HMC. Sixth Report. Appendix, 704.

CONTRACTS OF FRIENDSHIP

- 36 (After 1542; date torn away)  
 Robert bishop of Caithness  
 John earl of Sutherland  
 bond of friendship; terms mainly concerned with Sutherland's protection of the bishop and maintenance of the authority of the church courts and offices; bishop promises support in general terms, and payment of £100 per annum.  
 Fraser, Sutherland, iii, 97-100.
- 37 1543, 19 January. Edinburgh  
 James Douglas of Drumlanrig  
 John Johnston of that ilk  
 indenture of friendship in standard terms; allegiance to lord Maxwell excepted; for life.  
 Fraser, Annandale, i, 22-3.
- 38 1543, 27 January. Edinburgh  
 David earl of Crawford to George earl of Huntly  
 his kin, friends and servants  
 bond of friendship in standard terms; given because Huntly is bound to maintain and take part with Crawford; for life.  
 SRO, Gordon Castle Muniments, GD 44 13.7.16;  
Spalding Miscellany, iv, 205-6 (partly printed).
- 39 1543, 29 May. Iona  
 Archibald earl of Argyll  
 Farquhar bishop of the Isles  
 their kin, friends and servants  
 contract of friendship in standard terms; Argyll promises to defend Farquhar both in and out of court, and to pursue any who harm him, conform to justice.  
 Argyll MSS. vol.5/90. (This is the part of the contract given by Farquhar to Argyll, and is written entirely by Farquhar - in a very bad hand).
- 40 1543, 22 July. Linlithgow  
 David cardinal of St. Andrews to Robert lord Boyd of  
 earls of Huntly, Argyll, Lennox Kilmarnock  
 Bothwell, Montrose  
 John lord Erskine  
 bond of friendship on general terms, mentioning defence of Boyd in his tasks and rowmes of Kilmarnock; given, having consulted one another, for good and sufficient reason; in time coming.  
 SRO, Boyd Papers, GD 8/126; Abbotsford Miscellany,  
 i, 12.
- 41 1543, 1 August. Stirling  
 George earl of Huntly  
 Archibald earl of Argyll  
 their kin, friends and servants  
 contract of friendship in general terms; includes promise that if either be imprisoned or slain, and their lands ravaged, unless by the authority of the queen, the other will avenge him; if any of their men causes harm, it will be redressed by them with advice of their friends, or pursued at law; given because of the troublous time, the necessity to staunch disorder, and the old kindness between their predecessors and proximity of blood.  
 SRO, Gordon Castle Muniments, GD 44 13.8.22;  
Spalding Miscellany, iv, 210-1 (partly printed).

CONTRACTS OF FRIENDSHIP

- 42 1543, 26 September. Edinburgh  
 Walter Ogilvy of Dunlugas  
 James Ogilvy of Cardell  
 their kin, friends and servants  
 contract of friendship in standard terms; James excepts  
 allegiance to his father, Ogilvy of that ilk; for life.  
 SRO, Abercromby of Forglen Muniments, GD 185  
 box 2 bundle 10.
- 43 1544, 19 May. ?'Fordcove'  
 John Campbell of Glenorchy  
 Archibald Campbell of Glenlyon, John Campbell of Lawers  
 and Colin Campbell of Crannick, Glenorchy's brother  
 heirs of both parties  
 contract of friendship in general terms; if Argyll threatens  
 Archibald, James and Colin in their heritage, John will  
 support them; given for settling discord between them, for  
 good rule in their lands, and the common weal of the realm,  
 the sovereign and their chief Argyll.  
 SRO, Breadalbane Muniments, GD 112/124/1 (1538-1589)
- 44 1544, 7 June. Stirling  
 Archibald earl of Argyll and John Campbell of Cawdor;  
 Archibald earl of Angus and George Douglas of Pittendreich  
 their kin, friends and servants  
 contract of friendship in standard terms; named arbiters  
 appointed to settle any disputes which may arise between  
 them; given because of the troublous times, that they may  
 be more able to serve the queen and her authority, resist  
 the English, and maintain the wellbeing of their houses.  
 Argyll MSS. vol.5/96.
- 45 1545, 6 March. Stirling  
 Mary of Guise, queen dowager of Scotland to James earl of Arran,  
 governor  
 bond of friendship in standard terms; given because Arran  
 is similarly bound to Mary; for all time to come.  
 Hamilton Muniments, box 102.
- 46 1545, 14 June. Glasgow  
 John Campbell of Lundie to Patrick lord Gray  
 bond of friendship in general terms; given because Gray  
 has made an equal bond with Campbell.  
 Gray of Kinfauns Muniments, Darnaway, vol. II no. 6.



CONTRACTS OF FRIENDSHIP

- 47 1546, 17 January. Chanonry of Ross

John Campbell of Cawdor  
James Grant of Freuchy  
John Mackenzie of Kintail  
Alexander Ross of Balnagown  
Robert Munro of Foulis

their heirs, kin, friends and servants

contract of friendship in standard terms; includes promises that none of them will make any bond prejudicial to this one, that if any fail to keep this bond the failure will be amended by the others, and if any refuse to abide by the decision of the others, they will take plain part against him. Allegiance is excepted by Campbell to Cardinal Beaton, Argyll, Huntly and the countess of Moray; by Grant and Mackenzie to Huntly and the countess of Moray; by Ross to Huntly, Caithness, the countess of Moray, Mackay and Macleod of Lewis; and in the case of Munro, a space is left, sufficient for two or three names. Given because of the blood, alliance, friendship and neighbourhood between them, and their desire for unity and concord and the common weal of the country (probably in the sense of their part of the country); in perpetuity.

Cawdor Muniments, press 5, section VI, bundle I;  
Cawdor Bk, 167-9.

- 48 1546, 12 April. Irvine

Archibald earl of Angus and George Douglas of Pittendreich;  
Hugh earl of Eglinton and Neil Montgomery of Langshaw  
their heirs, kin, friends and servants

contract of friendship in general terms; if debate happens between their followers, they will remedy it, and will no longer maintain any who refuse to accept their decreet; given for keeping of kindness and unity; in perpetuity.<sup>4</sup>

Fraser, Eglinton, ii, 139-41.

- 49 1546, 3 June. Perth

George earl of Huntly  
George earl of Erroll  
their kin, friends and servants

contract of friendship in standard terms, both part of which survive; and marriage agreement: John Gordon, also called Ogilvy, fiar of the lands of Findlater, Huntly's third son, to marry Erroll's daughter Margaret. For life.

SRO, Gordon Castle Muniments, GD 44 13.7.20;

Erroll Charters, 'Bonds of Manrent' 40;

Spalding Miscellany, ii, 274-5, and iv, 216-7 (partly printed).

4. Although the contract does not say so, it seems that it was made to end dispute; the grantors agreed that it should be registered in the official books of Glasgow and in the books of council, and have the strength of a decreet of the lords of council; and a note by the notary David Gibson says that Angus and Douglas agreed to submit themselves to the jurisdiction of the auditors of Glasgow, and Eglinton and Montgomery to the jurisdiction of the official of St. Andrews.

CONTRACTS OF FRIENDSHIP

- 50 1547, 9 August. Stirling  
 Archibald earl of Argyll  
 William earl of Montrose  
 their kin, friends and servants  
 indenture of friendship in standard terms.  
 Argyll MSS. vol. 5/106.
- 51 1549, 26 April. Scrabster  
 George earl of Caithness  
 John earl of Sutherland  
 their kin, friends and servants  
 contract of friendship in standard terms; allegiance excepted  
 to the earl of Huntly both; to Ross of Balnagown and Kennedy  
 of Girvanmains by Caithness; and to Mackenzie of Kintail and  
 Mackintosh of Dunnachten by Sutherland; given for the  
 public weal, for staunching of slaughter and oppression within  
 their bounds, and because of the mediation of Robert bishop of  
 Caithness; for life.  
 Fraser, Sutherland, iii, 107-9.
- 52 1549, 28 April. Girnego  
 George earl of Caithness  
 John earl of Sutherland  
 Robert, elect of Caithness  
 Donald Mackay of Far  
 their kin, friends and servants  
 contract of friendship in standard terms; for life.  
 Fraser, Sutherland, iii, 109-10.
- 53 1551, 3 December. Glasgow  
 John Muir of Caldwell to Robert master of Boyd  
 William Muir of Glanderston  
 Constyn Muir of Beghall  
 Hector Muir in Beith  
 Archibald and James, Caldwell's brothers  
 contract of friendship in standard terms.  
 SRQ, Boyd Papers, GD 8/152; Abbotsford Miscellany,  
 i, 15.
- 54 1558, 22 May. Dunkeld  
 Robert bishop of Dunkeld  
 John earl of Atholl  
 their kin, friends and servants  
 contract of friendship in standard terms; Atholl to keep  
 Dunkeld's lands and tenants free of molestation and defend  
 the liberties and privileges of the see of Dunkeld;  
 Dunkeld to pay Atholl 100 merks per annum; allegiance  
 excepted by both to their 'speceale kynismen and servandis';  
 for life.  
 Atholl Muniments, box 73.

CONTRACTS OF FRIENDSHIP

- 55 1563, 25 August. Glasgow  
 Hugh earl of Eglinton  
 Robert lord Boyd  
 their 'haill poweris'  
 contract of friendship in standard terms; given because  
 of the love between their predecessors, which they want  
 to continue; for life.  
 SRD, Boyd Papers, GD 8/177; Abbotsford Miscellany,  
 i, 18-9; Fraser, Eglinton, ii, 193-4.
- 56 1564, 23 December.  
 Colin Campbell of Glenorchy  
 Duncan Campbell of Duntroon  
 contract of friendship, made in the presence of the earl of  
 Argyll; given because of kindness between the lairds of  
 Glenorchy and Duntroon; allegiance excepted to Argyll.  
Taymouth Bk. 210 (abstract).
- 57 1565, 4 May. Stirling  
 Matthew earl of Lennox to Gilbert earl of Cassillis  
 bond of friendship in standard terms; given because of  
 kindness between their predecessors, and because Cassillis  
 has given a similar bond to Lennox; for all time.  
 SRD, Society of Antiquaries Collection, GD 103  
 section 2 no. 4/24 (copy).
- 58 1569, 6 May. Balloch  
 John earl of Atholl, for himself and James Menzies of that ilk  
 and William Stewart of Grandtully;  
 Colin Campbell of Glenorchy for himself and John Campbell of  
 Lawers and Duncan Campbell of Glenlyon.  
 their kin, friends and servants  
 contract of friendship; assistance to be given to one  
 another especially against the Clan Gregor; given for the  
 tranquillity and quietness of the inhabitants of the realm,  
 especially within their own bounds, for suppressing  
 murderers and robbers, and being commanded by royal  
 authority, conform to the General Band of James V, now  
 approved by king and regent (Moray).  
Taymouth Bk. 213-4 (fairly full text).
- 59 1570, 24 March. The Hauch of Weem  
 Archibald earl of Argyll  
 John earl of Atholl  
 heads of contract of friendship, made through mediation of  
 George earl of Huntly; contains promises that they will  
 act together, particularly against Clan Gregor; and dispute  
 over lordship and abbacy of Coupar Angus, Argyll accepting  
 Leonard Leslie, nominated by Atholl, as commendator; Atholl  
 will not seek titles for his friends in the bishopric of  
 Dunkeld prejudicial to Argyll; neither will allow malefactors  
 from the lands of the other to find refuge in their territory;  
 all debates between them, their kin and friends, to be  
 reconciled, and the parties to stand in mutual friendship;  
 if either fail, Huntly will support the other.  
 Atholl Charters, vol. I no. 86.

CONTRACTS OF FRIENDSHIP

- 60 1570, 4 April. 'Daochmolowak' in Strathpeffer  
 Donald Macallan Macawin in Mamore, Lochaber  
 John Macallan Macane in Lochaber  
 four others  
 Donald and John's friends, servants and partakers  
 contract of friendship in general terms; to last until  
 they have a lawful chief, tutor or curator who has  
 governance of Lochaber and whose governorship they are  
 content to obey.  
 Fraser, Grant, iii, 141-2.
- 61 1570, 27 July. Elgin  
 Colin Mackenzie of Kintail to John Grant of Freuchy  
 his heirs his heirs  
 his kin, friends and allies his kin and friends  
 bond of friendship in general terms; promises assistance  
 especially against Clanronald; excepts allegiance to  
 Atholl; given for proximity of blood and kindness, and  
 for good deed by Grant.  
 Fraser, Grant, iii, 142-3.
- 62 1572, 26 April. Balleastell  
 John Grant of Freuchy  
 Colin Mackenzie of Kintail  
 their heirs  
 their kin, friends and servants  
 indenture of friendship in general terms; Mackenzie to  
 assist Grant against Lauchlan Mackintosh of Dunnechten,  
 Grant to assist Mackenzie against Hugh Fraser of Lovat,  
 if either attack them or invade their lands; in perpetuity.  
 Fraser, Grant, iii, 151-2.
- 63 1576, 27 February. Maybole  
 Gilbert earl of Cassillis  
 Angus Macdonald of Dunivaig  
 their heirs  
 their kin, friends and servants  
 contract of friendship in standard terms; made because  
 of old bands of kindness between their predecessors, past  
 memory of man; in perpetuity.  
 SRO, Ailes Muniments, GD 25/1/841.
- 64 1576, 4 November. Dumbarton  
 Colin earl of Argyll  
 William earl of Glencairn  
 their kin, friends and servants  
 contract of friendship in standard terms; any dispute  
 between their kin and dependants to be resolved by them.  
 Argyll MSS. vol. 4/136.

CONTRACTS OF FRIENDSHIP

- 65 1578, 13 June. Stirling  
 Hugh earl of Eglinton  
 William earl of Glencairn  
 Robert lord Boyd  
 Matthew Campbell of Loudoun, sheriff of Ayr  
 John Wallace of Craigie  
 their sons and heirs  
 their kin and friends

contract of friendship in standard terms; any dispute to be resolved by them, their judgement being as valid as if pronounced by lords of session, justice-general of Scotland or other judge; made because of troubles in the country among their friends and neighbours, because of their love of peace, and to enable them better to serve the king, and for old bonds of friendship between their predecessors.

SR0, Boyd Papers, GD 8/285;  
 Abbotsford Miscellany, 1, 45-7;  
 Fraser, Eglinton, 11, 217-9.

- 66 1578, 27 November. Stirling  
 Colin earl of Argyll  
 John earl of Mar  
 their kin, friends and servants

contract of friendship in standard terms; any dispute between them to be decided by their friends, and between their friends, by them; any who rejects their decision not to be maintained by them; made because of proximity of blood and long friendship between their houses, in the true service of their sovereign.

Argyll MSS. vol. 4/162.

- 67 no date; possibly November 1578.<sup>5</sup>  
 James earl of Morton

to Colin earl of Argyll  
 his kin, friends and dependants

bond of friendship in standard terms; any dispute to be resolved by their friends; promise to support Colin in advancing God's true religion and in preservation of the king; for life.

Argyll MSS. vol. 5/140.

- 68 1581, 17 June. Ardersier  
 John Campbell of Cawdor  
 Lauchlan Mackintosh of Dunnachten  
 Lauchlan's heirs  
 their kin, friends and servants

contract of friendship in general terms; made to remove all quarrels, and for friendship and amity; Lauchlan renounces all claim to lands of Over and Nether Ardersier, and John forgives wrongful intrusion into the lands and slaughters committed by the Mackintoshes.

Cawdor Muniments, press 1, shelf 15, bundle XIII  
Cawdor Bk. 182-3 (partly printed)

5. See above, p. 342; it is likely that this bond was made in the aftermath of the political coup by which Argyll and Atholl brought Morton's regency to an end in March 1578.

CONTRACTS OF FRIENDSHIP

69 no date<sup>6</sup>

Patrick Waus of Barnbarroch  
Ninian Adair of Kenhilt, younger  
their kin, friends and servants  
contract of friendship in general terms; allegiance to  
Cassillis excepted by Waus; for life.  
Waus Correspondence, 244.

70 1583, 1 August. Parth

Colin earl of Argyll  
George earl of Huntly  
bonds of friendship to one another in standard terms; given  
for old kindness between their houses.  
Argyll MSS: (Huntly to Argyll)  
SR0, Gordon Castle Muniments, GD 44 13.8.36;  
Spalding Miscellany, iv, 230 (partly printed);  
(Argyll to Huntly).

71 1584, 24 February. Stobhall

Patrick lord Drummond to Duncan Campbell of Glenorchy  
bond of friendship; allegiance to Argyll excepted; given  
because of nearness of blood, and for holding their friends  
and inhabitants of their lands in quietness.  
Jaymouth Bk. 227 (abstract).

72 1584, 14 March. Abbey of Coupar Angus

Duncan Campbell of Glenorchy  
James Menzies of that ilk  
George Drummond of Blair  
bond of mutual support, for the protection of John earl of  
Atholl during his minority, seeing that many forget their  
duty to him and provoke the people on his lands to rebellion;  
allegiance excepted to their chiefs and superiors.  
Jaymouth Bk. 227 (abstract)

73 1584, 12 August. Castle of Glenorchy

Duncan Campbell of Glenorchy  
Duncan Campbell of Duntroon  
contract of friendship and fostering, both being anxious  
that love and favour to continue between their houses;  
Duntroon's wife Agnes takes Glenorchy's son and heir Colin  
in fostering, and disposes to him a bairn's part of gear;  
Glenorchy, remembering his own fostering in the house of  
Duntroon, promises constant friendship to Agnes and to  
the sons of her brother, John Campbell of Inverlever.  
SR0, Breadalbane Muniments, GD 112/24/1 (1538-1589),  
and Buke of bandis (Duncan), f.24r;  
Jaymouth Bk. 228-30 (fairly full text).

6. In the Waus Correspondence, this bond is among documents of 1582.

CONTRACTS OF FRIENDSHIP

- 74 1585, 8 June. Balloch  
 Duncan Campbell of Glenorchy  
 Colin Campbell of Craignish  
 their heirs

contract of friendship in standard terms; Duncan to defend Colin in possession of his lands of Craignish and others; allegiance to Argyll excepted by both; made because of nearness of blood.

SRO, Breadalbane Muniments, GD 112/13  
 Buks of bandis (Duncan), f.29r-v;  
Taymouth Bk. 231.

- 75 1585, 25 June. Dunkeld  
 John earl of Atholl to Duncan Campbell of Glenorchy  
 bond of friendship, concerned with Atholl's promise never to agree with James Menzies of that ilk and his heirs until Duncan obtains from him, in feu or long tack, his lands on the west side of the water of Lyon which Duncan's predecessors had, and to support him against the Macgregors if they give aid to Menzies.  
Taymouth Bk. 231-2 (abstract).

- 76 1585, 19 October. Balloch  
 Duncan Campbell of Glenorchy  
 Archibald Campbell of Lochnell  
 their heirs

contract of friendship in standard terms; allegiance to Argyll excepted by both; made because of nearness of blood.

SRO, Breadalbane Muniments, GD 112/24 Buks of bandis (Duncan), f.30r; Taymouth Bk. 234.

- 77 1586, 24 January. Kincardine  
 John earl of Montrose John lord Fleming  
 Alexander Bruce of Airth William lord Livingstone  
 William Bruce Alexander master of Livingstone

contract of friendship in standard terms; any dispute between their followers to be resolved by them, and any who will not accept their decision to be 'schakin off'; made because it is profitable for kinsmen and allies to keep faithful friendship.

Montrose Muniments, Auchmar, I, 44;  
 SRO, Dalhousie Muniments, GD 45/17/30 (copy).

- 78 1586, 12 July. Tullibardine  
 John Murray of Tullibardine  
 Andrew Murray of Asngask  
 William Moncrieff of that ilk  
 Robert Murray of Abercairny  
 their kin, friends and servants

contract of mutual support, accepting Tullibardine and eight other Murrys as having right to judge criminal or civil causes; or, if they fail, whole surname to convene; an accused may object to one of the eight, and if this is reasonable, another will be elected.

SRO, Dalguise Muniments, GD 38/1/73a (copy).

CONTRACTS OF FRIENDSHIP

- 79 1586, 21 November. Isle of Lochnell  
 John Campbell of Cawdor  
 Archibald Campbell of Lochnell  
 contract of friendship in general terms; made because those who now keep Argyll (then in minority) abuse their position, preventing his friends from having access to him for their lawful affairs and to give him counsel; and great oppression has resulted; therefore they will support one another in repairing the abuse.  
 Cawdor Muniments, press 5, section VI, bundle II;  
 Cawdor Bk, 188-9 (fully printed).
- 80 1586, 21 November. Lochnell  
 John Campbell of Cawdor  
 Archibald Campbell of Lochnell  
 contract following on above; mutual support - to get Argyll into their keeping, or at least set him at liberty in his own house, Cawdor being keeper of his body, and Lochnell household servant.  
 Cawdor Muniments, press 5, section VI, bundle II;  
 Cawdor Bk, 189-90 (fully printed).
- 81 1586 - Edinburgh  
 Patrick master of Gray, fiar of lordship of Fowlie  
 James Sringesour of Dudhope, constable of Dundee  
 indenture of friendship in general terms; never to assist any family, Lindsay, Ogilvy, Lyon or others against the house of Fowlie; made because of bonds of friendship between their predecessors, and because of the troubled times; for life.  
 Gray of Kinfauns Muniments, vol. II no. 9.
- 82 1587, 23 March. Kilmaronock  
 Lauchlan Maclean of Duart;  
 Duncan Campbell of Glenorchy  
 James Campbell of Ardkinglas  
 contract of friendship; made because of similar bonds between their predecessors, and because Argyll in his minority cannot enter into such a bond without the consent of his mother and friends; Campbell's promise to try to obtain a bond between Argyll and Maclean and their successors when Annas Keith, Argyll's mother, comes to the parts of Argyll.  
 Taymouth Bk, 240 (abstract).
- 83 1587, 14 July. Dunkeld  
 John earl of Atholl  
 his heirs  
 his kin and friends  
 to Duncan Campbell of Glenorchy  
 his heirs  
 bond of friendship in general terms; given because of friendship between their predecessors.  
 SRD, Breadalbane Muniments, GD 112/24/1 (1538-1710).  
 49
- 84 1587, 22 October, Perth  
 John earl of Montrose  
 Duncan Campbell of Glenorchy  
 James Campbell of Ardkinglas  
 contract of friendship for defence of themselves and Argyll during his minority  
 Taymouth Bk, 242 (abstract)



CONTRACTS OF FRIENDSHIP

- 85 1587, 30 December. Kirkwall  
 Robert earl of Orkney to George earl of Huntly  
 bond of friendship in general terms; given because  
 of the love and favour he bears to the house of Huntly.  
 SRD, Gordon Castle Muniments, GD 44 13.7.30;  
Spalding Miscellany, iv, 239-40.
- 86 1588, 10 July. Kirk of Muthill  
 Patrick lord Drummond  
 James commendator of Inchaffray, his brother  
 their kin and alliance  
 contract of friendship, concerned with establishing that  
 all debates between their kin and alliance should be  
 judged by Patrick, James and other Drummonds, with Stirling  
 of Keir, Ogilvy of that ilk and Chisholme of Dundurn; made  
 for the profit of the house of Drummond.  
 SRD, Drummond Castle Muniments, GD 160 box 3 bundle IV.
- 87 1588, 11 August. Perth  
 Duncan Campbell of Glenorchy  
 Alexander Menzies of that ilk  
 contract of friendship; allegiance to Argyll excepted by  
 Campbell, to Huntly by Menzies.  
HPC, Sixth Report, Appendix, 705 (mentioned)
- 88 1589, 15 January. Culledon  
 Lauchlan Mackintosh of Dunnachten  
 William Macleod of Dunvegan  
 their heirs  
 contract of friendship in standard terms; in perpetuity.  
 SRD, Mackintosh Muniments, GD 176/151.
- 89 1589, 18 August. Balloch  
 James commendator of Inchaffray  
 Duncan Campbell of Glenorchy  
 contract of friendship and assistance against all malefactors  
 resorting to the bounds of their offices of Strathearn and  
 Breadalbane.  
Jaymouth Bk, 244 (abstract)
- 90 1589, 17 September. Aberdeen  
 George earl of Huntly  
 Francis earl of Erroll  
 contract of friendship in standard terms; any action, criminal  
 or civil, to be common to them both; not to enter into feud  
 or friendship with any other without consent of both; any  
 dispute between their dependants to be suspended from the  
 law and settled by their friends; given because of the  
 troubled times; for life.  
 Erroll Charters, Bonds of Manrent 23;  
Spalding Miscellany, ii, 278-9.
- 91 1590, 16 March. Balloch  
 Angus Macdonald of Dunivaig to Duncan Campbell of Glenorchy  
 his heirs his heirs  
 bond of friendship in standard terms; promises never to agree  
 with Maclean of Duart until he grants to Duncan the lands of  
 Gargawach in Lochaber as he promised; allegiance to Argyll  
 excepted.  
 SRD, Breadalbane Muniments, GD 112/24/1 (1538-1589)

CONTRACTS OF FRIENDSHIP

92 1590, 5 November. Ballacastell

John earl of Atholl

James earl of Moray

Simon lord Fraser of Lovat

John Grant of Freuchy

John Campbell of Caudor

Thomas Stewart of Grandtully

Patrick Grant of Rothiemurcus

Sutherland of Duffus

Archibald Grant of Ballinton

contract of friendship and mutual support in all actions;  
to concur in resisting any threat or invasion by any person  
or persons of themselves, their lands or goods.

Spalding Miscellany, ii, 93-4.

93 1590, 12 November. Forres

John Grant of Freuchy;

Lauchlan Mackintosh of Dunnachten

his s. and h. Angus

their heirs

their kin, friends and servants

contract of friendship; contains lengthy agreement about  
infesting one another with lands, and suggests a certain  
unease about the friendship: for example, it is agreed that  
neither may enter the lands granted by the other, or take  
any mails, farms, service or 'manrytt' from the tenants;  
the promise of friendship is in general terms, but includes  
the specific undertaking to support one another against 'ony  
erle' or 'ony erlis' who attack them; this can only be a not  
too guarded reference to Huntly, then at feud with Moray who  
had the support of Grant and Mackintosh.<sup>7</sup>

Fraser, Grant, iii, 171-6.

94 1591, 27 May. Ardencaple

Alexander Macgregor of Glenstray

Aulay Macaulay of Ardencaple

their kin and friends

contract of friendship in standard terms; made because they  
understand that they come of the same house of Macalpine, and  
Alexander is the eldest brother; but Aulay reserves his  
right, as chief of the Macaulays, to uplift his calp; promises  
to give Alexander calp in token that he comes of his house.

Fraser, Colquhoun, ii, 112-3.

95 1592, 13 January. Rothesay

Angus Macdonald of Dunivaig

John Campbell of Caudor

their kin, friends and servants

contract of friendship in standard terms; allegiance excepted  
to Argyll by both; made because of friendship of blood between  
their houses, and wanting their posterity to continue the same.

Caudor Muniments, press 5, section VI, bundle II;

Caudor Bk. 191-2.

96 1596, 12 February. Finlarig

Duncan Campbell of Glenorchy

Alan Cameron of Lochiel

contract of friendship, for weal and quietness of their  
countries, and especially against the Macgregors.

Taymouth Bk. 252-3 (abstract).

7. See above, pp. 312-23.

CONTRACTS OF FRIENDSHIP

- 97 1596, 20 July. Stirling  
 Duncan Campbell of Glenorchy with consent of s. and h. Colin  
 Alexander Menzies of that ilk, his son-in-law  
 contract of friendship; allegiance excepted to Argyll by  
 Duncan.  
HPC, Sixth Report, Appendix, 705 (mentioned)
- 98 1597, 14 July and 16 August. Dunkeld and Ballech  
 John earl of Atholl;  
 Duncan Campbell of Glenorchy  
 his son Colin fiar of Glenorchy  
 contract of friendship; allegiance to Argyll excepted by  
 Campbells; made because of alliance of blood and bonds  
 between their predecessors.  
Taymouth Bk, 256 (abstract)
- 99 1597, 19 November. Inverness  
 Kenneth Mackenzie of Kintail  
 Lauchlan Mackintosh of Dunnachten  
 their heirs  
 their kin, friends and servants  
 contract of friendship in general terms.  
 SRO, Mackintosh Muniments, GD 176/182.
- 100 1599, 3 March. The Canongate  
 John Murray of Tullibardine  
 eight other Murrays  
 their heirs  
 the surname of Murray  
 contract of friendship in general terms; in any action,  
 civil or criminal, each party to chose four of the surname,  
 with Tullibardine as overman; majority vote sufficient to  
 make decision; made because, being far dispersed in sundry  
 parts of the realm, they are less able to serve the king as  
 they would wish, and hope, by making their contract, to be  
 more able to do so.  
 SRO, Dalguise Muniments, GD 38/1/85a (copy)
- 101 1599, 10 June. Finlarig  
 Colin Campbell of Lundie to Duncan Campbell of Glenorchy  
 bond of friendship in general terms; for life.  
 SRO, Breadalbane Muniments, GD 112/24/1 (1538-1710).
- 102 1601, 7 January. Dunkeld  
 Duncan Campbell of Glenorchy  
 Lauchlan Mackintosh of Dunnachten  
 contract of friendship; mutual support especially against the  
 Macgregors; allegiance excepted to Argyll by Campbell, to  
 Huntly by Mackintosh; made because of former friendship  
 between their houses.  
Taymouth Bk, 256-7 (abstract)
- 103 1604, 8 December. Dunkeld  
 Lauchlan Mackintosh of Dunnachten  
 Alexander Menzies of that ilk  
 bond of friendship.  
HPC, Sixth Report, Appendix, 705 (mentioned)

CONTRACTS OF FRIENDSHIP

- 104 1609, 4 April. Termit  
 William Mackintosh of Benchar, chief of Clanchattan during  
 the minority of Lauchlan Mackintosh of Dunnachten  
 and principal members of Clanchattan  
 contract of friendship in standard terms; to concur in  
 service to the chief for the time, and then to serve Lauchlan;  
 allegiance to Huntly and Moray excepted; made to heal the  
 controversies and disputes from which the clan has suffered;  
 to keep friendship and amity in perpetuity.  
Mackintosh, Mackintoshes and Glen Chattan, 196-8.
- 105 1610, 28 February. Cambuananestane  
 Angus Campbell of Inverlever  
 Ronald Campbell of Barrichbyan  
 their successors bearing their arms and surname  
 contract of friendship in standard terms; includes promise by  
 Ronald to deliver 'ane precious stane' to Angus when requested,  
 and Angus will redeliver it to Ronald for perpetual keeping  
 when he and his heirs' time be done; allegiance to Argyll  
 and laird of Glenorchy excepted; made because of old  
 friendship between their houses.  
 Argyll Transcripts: Cragnish (fully transcribed).
- 106 1611, 24 December. Edinburgh  
 John Napier of Merchiston;  
 James Campbell of Lawers,  
 Colin Campbell of Aberurichill  
 John Campbell their brother  
 Napier's heirs  
 contract of friendship in general terms; Campbells promise  
 to support Napier especially against the Macgregors; made  
 because of old friendship between their houses.  
Mark Napier, Memoirs of Napier of Merchiston, 326.
- 107 1619, 12 January. Inveraray  
 John Campbell of Cawdor  
 Colin Campbell of Ardkinglas  
 twenty-three other Campbells  
 contract of friendship, by which Cawdor exonerates Ardkinglas  
 of any responsibility for the murder of his father by  
 Ardkinglas' father (February 1592), he being a minor at the  
 time; made because the barons and gentlemen of the surname  
 of Campbell were convened for taking order, in the absence of  
 Argyll, for keeping the king's peace in the country, and  
 maintaining the estate of the house of Argyll; and the  
 hostility between Cawdor and Ardkinglas was not only  
 detrimental to both their houses, but to the whole kin.  
Cawdor Bk, 243-4.

APPENDIX C  
POLITICAL BONDS<sup>1</sup>

- 1 1466, 20 January. Edinburgh  
Robert lord Boyd to Gilbert lord Kennedy  
bond of friendship in standard terms, promising never to support any who seek to remove the king (James III) from Kennedy's keeping; excepts his previous bonds to lords Darnley, Hamilton, Montgomery and his grandson and heir Alexander, lord Lyle, and to his brother Alexander Boyd of Drumcoll.  
SRD, Ailes Muniments, GD 25/1/96 (copy).
- 2 1466, 10 February. Stirling  
Robert lord Fleming;  
Gilbert lord Kennedy,  
Alexander Boyd of Drumcoll  
their kin, friends and men  
indenture promising support; main point is Fleming's promise never to consent to the removal of the king from Kennedy and Boyd, but warn them of any harm to them, and advise the king to favour them; Fleming to be of special service and counsel to the king as Kennedy and Boyd are; allegiance excepted to lords Livingstone and Hamilton by Fleming, and to Patrick Graham, bishop of St. Andrews, Crawford, lords Montgomery, Maxwell, Boyd, Livingstone, Hamilton and Cathcart by Kennedy and Boyd; for life.  
NLS, Wigtown Charters, Acc. 3142.
- 3 1466, 25 April. Stirling  
bishops of Glasgow and Aberdeen  
earls of Argyll and Arran  
Robert lord Boyd  
Lindsay, keeper of the privy seal; Archibald Whiteleaw  
contract, in presence of James III, promising mutual support and assistance to Boyd in governing the king's person and possessions; promise to persuade king to favour Boyd; to last until king is twenty-one.  
SRD, Boyd Papers, GD 8/5; Abbotsford Miscellany, i, 5-7.
- 4 1525, 7 February. Edinburgh  
Gavin abp. Glasgow, earls of Arran, Murray, Eglinton, Cassillis,  
master of Saltoun, sheriff of Ayr, Wemyss of that ilk and others  
contract promising mutual assistance in furthering and maintaining king and his mother (James V and Margaret Tudor); if any of his lieges attempts to usurp his authority, given to him in the last parliament, they will resist it; made because of the troubled times, and the division among the estates and lords; in all times coming.  
SRD, Dalhousie Muniments, GD 45/1/2.

1. For discussion of political bonds, see above, pp. 333-50.

POLITICAL BONDS

- 5 1525, 18 June. Edinburgh  
 Archibald earl of Angus  
 Colin earl of Argyll  
 John earl of Lennox  
 their kin, friends and men  
 contract promising friendship in standard terms, especially  
 in furthering and maintaining the king's authority; also  
 promise to help each other to offices, lands and possessions;  
 for life.  
 Fraser, Douglas, iii, 222-3; the opposition to no. 4.
- 6 no date (later endorsement: 1543) Edinburgh  
 earls of Angus, Argyll, Crawford, Marischal, Cassillis,  
 Glencairn, master of Crawford  
 lords Ochiltrees, Ogilvy, Maxwell, Hay of Yester, Glamis,  
 Somerville, Seppill, Methven; Patrick Hepburn  
 bond promising to fulfil council decision that pledges should  
 be entered in England as surety for the accomplishing of the  
 marriage between Mary queen of Scots and Edward, son of  
 Henry VIII.  
 SRD, State Papers 13/39.
- 7 1543, 24 July. Linlithgow  
 Cardinal Beaton; bishops of Moray, Whithorn, Dunblane, Orkney;  
 earls of Huntly, Argyll, Lennox, Bothwell, Sutherland, Menteith;  
 lords Fleming, Drummond, Hume, Ruthven, Erskine, Crichton, Saltoun;  
 master of Lovat, Forbes; Campbell of Cawdor, Scott of Buccleuch,  
 Stirling of Keir, Grant of Freuchy, Kerr of Cessford  
 and twenty-two others  
 bond promising mutual support; made because of the lack of  
 policy and justice in the country since the death of James V,  
 the desire for private profit of those who govern, and the  
 danger that the country will be subdued by their old enemies  
 of England; and because the signatories are true and faithful  
 subjects, having zeal for justice and the liberty and honour  
 of the realm.  
 BM, Additional MS. 32,651, ff.213r-214r.
- 8 1545 (no day, month or place)  
 Hugh master of Eglinton  
 (space left for two or three names)  
 bond made to prevent Mary marrying the English or any other  
 foreign prince, and to ensure she marries a prince born of the  
 realm; promises support for Arran's eldest son as most  
 suitable candidate.  
 Hamilton Muniments, box 102.
- 9 1545, 1 June. Haddington  
 Patrick earl of Bothwell  
 George lord Hume  
 their kin, friends and servants  
 bond of friendship, promising support against the English.  
HMC. Twelfth Report, Appendix, part VIII, 93 (mentioned).

POLITICAL BONDS

- 10 1548, 14 April. Newcastle-upon-Tyne  
 George earl of Huntly to Mary of Guise  
 his kin, friends and allies  
 bond to serve the king of France, within Scotland and without,  
 and support the contract of marriage between queen Mary and the  
 Dauphin; given because Mary of Guise is obliged to procure  
 from the French kin Huntly's ransom, the order of France and  
 an annual pension of £2000, with pensions for his followers.  
 SRQ, State Papers 13/58.
- 11 1560, 31 May. Edinburgh  
 James earl of Morton to James duke of Chatelherault  
 his heirs James earl of Arran his son  
 their heirs  
 bond promising to aid the duke and his son in the 'commone cause'  
 to set forward the glory of God and free the realm from bondage  
 to foreigners; and to support them in all other causes; given  
 for renunciation of claim to earldom of Morton; in perpetuity.  
 Hamilton Muniments, box 102.
- 12 1560, 31 May. Edinburgh  
 James duke of Chatelherault to James earl of Morton  
 James earl of Arran his son Archibald earl of Angus  
 their heirs their heirs  
 bond corresponding to no. 12, promising general  
 maintenance and support, especially against Margaret  
 Douglas, wife of Matthew, sometime earl of Lennox.  
 Fraser, Douglas, iii, 250-1.
- 13 1566, 1 March. Edinburgh  
 Henry lord Darnley to earls, lords, barons,  
 his heirs gentlemen, etc. unnamed  
 their heirs  
 bond narrating his intention to rid the country of those who  
 abuse the kindness of the queen, especially 'ane straunger  
 Italian callid David', who may be killed in Darnley's feud  
 with him; because he cannot act alone, he has drawn others  
 to assist him, and promises them his protection and  
 maintenance for their part in an enterprise which 'may chaunce  
 to be don in the presence of the Quene Maieste or within her  
 pallaise of Holy-roudhouse'.  
 Fraser, Malville, i, xxxiii-iv.
- 14 1566, 2 March. Newcastle-upon-Tyne.  
 earls of Argyll, Moray, Glencairn, Rothes  
 lords Boyd, Ochiltree  
 their accomplices  
 bond promising support to Darnley, to press for the crown  
 matrimonial in the first parliament after their return to  
 Scotland, to maintain the established religion, and to  
 persuade the queen of England to show favour to Darnley.  
 Fraser, Malville, iii, 110-2.

POLITICAL BONDS

- 15 1567, 19 or 20 April. Edinburgh  
 abp. St. Andrews, bishops of Aberdeen, Whithorn, Dunblane,  
 Brechin, Ross and Orkney  
 earls of Huntly, Morton, Cassillis, Sutherland, Erroll, Crawford,  
 Caithness, Rothes  
 lords Boyd, Glamis, Herries, Ogilvy, Fleming, Oliphant, Hume and others  
 bond stating grantors' acceptance of Bothwell's innocence of  
 Darnley's murder, as established at his trial, and promising  
 to persuade queen to humble herself to marry him; the  
 'Ainslie's Tavern band'.  
 SR0, Leven and Melville Muniments, GD 26/xv/1 (sixteenth  
 century copy); Calderwood, History, ii, 352-4;  
 Keith, History, ii, 563-5.
- 16 1567, 1 May. Stirling  
 earls of Argyll, Atholl, Mar, Morton;  
 John Graham; Murray of Tullibardine  
 contract promising mutual support in releasing queen from  
 captivity at Dunbar, after abduction by Bothwell, and to  
 defend and maintain her son and his keepers and set forward  
 the commonweal of the realm.  
 Argyll MSS. vol. 4/68.
- 17 1567 (no day, month or place)  
 earls, barons and others (unnamed) to Sir James Balfour, clerk  
 register and keeper of  
 Edinburgh castle  
 bond with preamble describing Bothwell's abduction of  
 Mary and marriage to her; in opposing Bothwell's dominance,  
 the grantors been assured of the support of Balfour, and now  
 promise to maintain him, especially as keeper of the castle  
 of Edinburgh, as well as in his own causes.  
Morton Registrum, i, 18-9.
- 18 1567 - Edinburgh  
 no names given  
 bond stating acceptance of Mary's abdication, as having  
 happened at her wish, and promising to concur in  
 establishing the king.  
 BM, Sloane MS. 3199, f.97r-v.
- 19 1567, 25 December. Hamilton  
 abp. St. Andrews; bishops of Ross, Galloway;  
 earls of Huntly, Argyll; Fleming, Herries, Stirling,  
 Kilwinning, Hamilton of Senquhar  
 contract promising mutual support in freeing the queen,  
 punishing Darnley's murderers and ensuring safety of the  
 prince.  
 BM, Sloane MS, 3199, f.173r.
- 20 1568, 8 May. Hamilton  
 abp. St. Andrews; bishops Galloway, Ross, Dunkeld, Aberdeen,  
 Brechin, the Isles, Argyll, Moray  
 earls of Argyll, Huntly, Eglinton, Crawford, Cassillis, Rothes,  
 Montrose, Sutherland, Erroll  
 twelve abbots and commendators  
 sixty-seven lords and lairds  
 contract which begins by praising God for setting the queen  
 at liberty, and promises mutual support in restoring her  
 authority.  
 BM, Sloane MS. 3199 ff. 35r-36r.



POLITICAL BONDS

- 21 1568, 8 May. Edinburgh  
 William Kirkcaldy of Grange, captain of Edinburgh castle  
 Simon Preston of Craigmillar, provost of Edinburgh; for the burgh  
 Kirkcaldy's kin  
 contract promising support in defending the king and regent,  
 and resisting their opponents.  
Calderwood, History, ii, 412-3.
- 22 1568 (no day, month or place)  
 George earl of Huntly  
 various Gordons and other families dependant on him  
 contract binding grantors to remain loyal to the queen, and  
 to take plain part with Huntly as her lieutenant in the north  
 in resisting those who oppose her.  
Spalding Miscellany, iv, 156-7.
- 23 1569, 4 January. Aberdeen  
 burgh of Aberdeen to George earl of Huntly  
 bond asserting loyalty to the queen and promising support  
 to Huntly as her lieutenant in the north in resisting those  
 who oppose her. Signed by provost, Thomas Menzies, and  
 nineteen others.  
 SRQ, Exroll Charters, GD 175/752.
- 24 1569: various places and dates  
 earls of Huntly, Crawford, Cassillis  
 Sanquhar, Saltoun, Ogilvy, Oliphant, Mackintosh of Dunnachten,  
 Grant of Freuchy, Mackenzie of Kintail  
 and others  
 bond promising to serve the regent, Moray, and accept the  
 king's authority; discharge any previous bonds made to any  
 other authority. Bond sent round for signatures: St.  
 Andrews in May, Aberdeen in June; also signed in April,  
 but no place given.  
 SRQ, PC 12: Additional Privy Council Papers, 1569.
- 25 (after January 1570)  
 earls of Glencairn, Mar; Ruthven, Sempill, Cathcart,  
 Lindsay, Ochiltree  
 bond promising to advance the authority of the king and  
 avenge the murder of regent Moray (21 January 1570).  
Morton Register, i, 49-50.
- 26 1570, 31 July. Dumfries  
 burgh of Dumfries to Matthew earl of Lennox,  
 regent  
 bond promising to serve and obey king and regent, and avenge  
 the murder of regent Moray.  
 SRQ, State Papers 13/105.
- 27 1572, 12 August. Stirling  
 earls of Morton and Mar;  
 earls of Argyll, Cassillis, Eglinton, and lord Boyd  
 Argyll and others, understanding that the king is now crowned  
 and the queen his mother is in England, make their peace with  
 the government, and promise loyal service; they are given  
 remission for not obeying king in the past.  
 SRQ, Boyd Papers, GD 8/210; Abbotsford Miscellany, i, 27-8;  
Fraser, Eglinton, ii, 207-8.

POLITICAL BONDS

- 28 1572 (no day, month or place)  
 earls of Eglinton, Cassillis; master of Mar, Hay of Yester,  
 Lindsay  
 contract made after the death of regent Mar, promising mutual assistance in keeping Stirling castle for the king, and keeping others out: no earl to come in with more than two servants, no lord with more than one, no gentleman unless alone, and all without weapons.  
 BM, Additional MS. 37,772, f.55v.
- 29 1574, 31 August. Aberdeen  
 burgh of Aberdeen  
 to James earl of Morton,  
 regent  
 bond acknowledging the regent's success in bringing peace after the civil war, and promising loyal service and resistance to traitors and rebels against king and regent.  
Aberdeen Council Register, ii, 13-5.
- 30 (1582)<sup>2</sup>  
 earls of Bothwell, Mar, Glencairn, Gowrie, March  
 lords Hume, Lindsay, Boyd  
 and thirty-seven others  
 contract promising mutual support in maintaining the true religion; because of present threat to ministers and professors of religion, and to the king's estate and crown, they are of necessity moved to come and remain with the king, until remedy and reformation be provided.  
 Calderwood, History, iii, 644-6.
- 31 1583 (no day, month or place)  
 grantors unnamed;  
 contract binding grantors to free king from 'certane seditious privat men' - the Ruthven Raiders - who cause ruin of religion, disorder in the country and great harm to the 'ancient nobilitie' ever zealous in God's cause and obedience to crown.  
 Calderwood, History, iv, 26-7.
- 32 1592, - March. Aberdeen  
 James VI  
 duke of Lennox  
 earls of Atholl, Mar, Marischal; lords Innermeath, Lindsay  
 and 154 others, including many families dependant on Huntly  
 contract by which grantors promise to maintain the true religion and resist the authors of treasonable conspiracies, especially Huntly, Erroll, Angus and their accomplices, and Jesuits, seminary priests and papists; take arms against them when given commission by king; never favour or take part with the earls, Jesuits or others, nor with those who will be denounced for the murder of Moray and burning of Donybristle; take part with each other in actions; dispute between them to be settled by two or three of the principal parties to the contract.  
 Calderwood, History, v, 233-5 (text)  
 Appendix, 773-5 (signatures)

POLITICAL BONDS

33 1599

duke of Lennox; earls of Montrose, Atholl, Huntly, Erroll  
Cassillis, Orkney, Sutherland, Mar, Marischal, Glencairn  
and others, lords and lairds

contract beginning with statement that God appoints  
kings and princes to rule, and praising God for the  
blessings and felicity of peace and prosperity because  
of the prudent government of James VI; bind themselves  
to support him in his rightful claim to the English  
throne.

SRQ, Dalguise Muniments, GD 38/1/85b (copy); this  
gives twenty-seven signatures; another copy gives  
forty-one:

BM, Sloane MS. 3199, ff.10r-11r.

## APPENDIX D

### EXAMPLES OF BONDS OF MANRENT, MAINTENANCE AND FRIENDSHIP

A considerable number of bonds of manrent, maintenance and friendship are in print, and I have therefore cited only one example of each. I have not included a political bond; again, many are in print, and it is impossible to provide a text which is in any way typical, when each bond was made to meet particular circumstances.

- 1 Bond of manrent by George Turnbull of Betheroull to George earl of Angus, 16 April 1456.

Be it known til al men be thir present lettres me Georg Turnbull of Betheroull to be cumbyn man of spaceal retenu till a hee & a mychty lord George erle of Angus lord Douglas & wardane of the mydyl & east march of Scotland forment Inland bundyn me be thir my present lettres laly and treuly to be with him serfe him & afald part tak with him at al my gudly power bath in wer & in pee in al his richtwey accionis causis & querelis for al the daie of my lyfe aganis & before al them that lef may & do may myn alegiance til our soverane lord the kyng alanerly outen & als oft as he askis me ony conseil I sal gif him the best I can & gif he schewis me his conseil I sale kep it & hed it as afferis at al tymis & nowyr her his skath nor se it bot let it or warn him at my power & thir thyngis foresaidis to do & fulfil I bynd me be thir my lettres & sal & the faith of my body without fraud or gyl for al the tym foresaid of my lyf in the witness of the quhilk thyng because I had na sel of my awin I haf procurit the sel of a worthy man Georg of Prengal to be put to this lettre befor thir witnes Andro Crechton Davy of Prengal master Mathe Geddis rector of Laweden at Galoschelis the xvi day of April the yer of God a thousand four hundreth fyfty & sex yerie.

Paper. Trace of seal affixed.

Endorsed: 'George Turnbule of Baddroullis band of manret to the erll of Angus 1456'

'George Turnbule' in different hand from rest of endorsement; both appear to be pre-1600.

This document was chosen because it is the earliest known bond of manrent which contains specific terms describing the man's service to his lord. It is still fairly short, as compared to many of the later bonds, but it contains the main terms of a bond of manrent, expressed succinctly.

SRQ, Miscellaneous Accessions, GD 1/479/2.

1. Another text of a bond of manrent is given above, pp. 65-6.

- 2 Bond of maintenance by William lord Herries to Robert Macbrair of Almagill, 16 June 1589.

Be it kend till all men be this presentis lettres me William lord Herries fforsemeikle as Robert Makbrair of Almagill hee be his lettres and band under his subscriptioun manuall bund him in manerth to me for all the dayis of his lyiftyme and sall during the said space tak ane trow efald and plain part in all and sindrie my actionis querrellis and debaittis honest and lefull aganis quhatsemevir person or personis (his allegaunce to our soverane lord the kingis maiestie allanerlie being exceptit) as at mair lenth is contenit in his band and obliasing maid and gevin to me thairupoun Thairfeir I be the tennour heiroff hee taikin and takis the said Robert Makbrair under my speciall protectioun supplie maintenance & defene And sall tak his efald trow and plaine part in all and sindrie his honest & lefull actionis causes querrellis and debaittis and sall help supplie and defend the said Robert in all his ryghtuous trow & just actionis and defend keip and manetene him in his landis heretageis takkis stedingis rowmis possessionis guidis geir in contrair ony peryony or personis peryewand him thairfoir And sall never wit nor heir his skaith bot sall stop the samyn at my power And sall gyf him the best counsell I have assistance and fortificatioun in all his honest and lefull caussis and actionis And heiris I obleis me faythfullie be this presentis subcryvit with my hand At Drumfreis the sextene day of Junii the yair of God i<sup>m</sup> v<sup>e</sup> fourecoir nyme yaris Befeir this witnessis M<sup>r</sup> Thomas Maxwell vicar of Drumfreis and James Rig.

Herries

M<sup>r</sup> Thomas Maxwell witness

James Rig witness

Paper.

Later endorsement: 'lord herries bond 1589'.

SR0, Newbattle Collection, GD 40 portfolio XI/53.

- 3 Indenture of friendship between William lord Graham and John lord Oliphant, 8 April 1500.

This Indenturis maid at Inchaffray the viii day of Aprill the yair of God i<sup>m</sup> & fyff hundretht yaris It is appoyntit & fully concordit betuix noble and mychty lordis that ar to say William lord Graham on the ts part and Jhon lord Olyphant on the tother part In form & maner as efter folowis that is to say

that ilkane of the saidis partiis ar bondin & oblist till utheris be the fatht & treuth of thar bodeis to stand & byd at ane concord frendship (sic) & hartlie kyndnes but ony dissimulatioun for all the days of thar lyffis And at batht thar acciones salbe otheris And ilkane of them to tak ane afald part witht utheris Aganis all utheris exceptand thar allegiance till our severane lord the kyng alanerly And gyff ony off thar frendis men servandis or allyay has acciones agane utheris thai sall cum to thar lordis and schaw thar accion & cause befor them that it may be considerit & sene & thereafter the lordis to decide & deliver and gyff It can nocht be decidit be thir said lordis It salbe leful to the parti planyand on utheris to pas to the law And never ane of thir lordis fornemit to tak apart tharintill nor stand ane aganis an uther bot ever ilkane of them to suple utheris in all thar acciones cause & querellis lachful lefull and honest quhatsumever And gyf ony of them understandis or gettis knowlage of apperand perell or hurt till utheris or to ony of thar men kene frendis barnis or allyai quilkis dependis upon ony of thir lordis and apone nane utheris ilkane of the said lordis sal reveill till utheris athir be them self or be thar servandis and sal warne them tharoff in all possible hast & stop it & latt the samen at all thar gudly poweris & ilkane of them to kep utheris counsails secret as brederis All maner freud gile dissait & fale frewell exceptioun away put To the keeping observing and fulfilling of all thir condicions and appointmentis abone writin either of the saidis partiis the haly evangelis tuichit has gevin thar bodely aithis to utheris And for the mair sikkernes enterchangeablys has affixt to thar sellis & subscrivit the samyn witht thar awn handis yer day & place abonewritin befor thir witness master James Fentoun thesaurer of Dunkelden Mathou Graham of Garwok Andro Oliphant Andro Stewart Patrik Graham and Schir Andro Graham viscar of Creiff witht otheris divers.

Jhon lord Oliphant

Paper. Trace of seal affixed.

Endorsement: 'The lord Oliphant(is band)'  
The first part was written in the sixteenth century;  
the second part (in brackets) was added, possibly  
after 1600.

Montrose Muniments, Auchmar, I, 37.<sup>2</sup>

2. The other part of this indenture is printed in Anderson, Oliphants, 47-8. In spite of this, I have used it here because it is a particularly good example of a contract of friendship, giving the main terms and the promise to deal with disputes arising between the followers of the grantors; and when many of these contracts are in print, it would have been artificial to reject it for inclusion here.

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