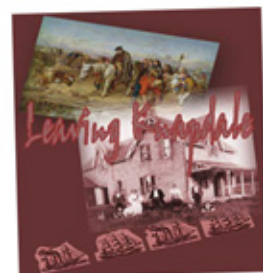


**Argyll Settlers  
to  
Dunwich and Aldborough  
Townships, Ontario, Canada**

**by Colin McGugan, 1998**



**Colonel Talbot, 1771 - 1853**



**via [www.knapdalepeople.com](http://www.knapdalepeople.com)**

**On the Landing of Scottish Families at Nellie's Hill,  
Port Glasgow in 1818**  
by  
**John Black Ferguson, 1928**

The golden sun was sinking in the flaming west,  
The murmuring wavelets on the beach were lulling it to rest,  
The dark'ning forest aisles grew dim, the twittering birds were still,  
When first the Scottish Highlanders gazed out on Nellie's Hill.

The schooner's sails were slowly furled, the sailors chant with glee,  
As splashing anchor gurgled down into a placid sea,  
With heads uncovered on the deck the eager faces scanned  
The wooded hills, the shelving shore; this was their promised land.

**Landing of the Argyllshire Highlanders,  
Cnoc Nellie, New Glasgow, 1816**  
*(Illustration by John Lang Ferguson, 1929)*

Port Glasgow, Ontario, on the north shore of Lake Erie, was the scene of the landing of Scottish Highlanders from 1816 on. The newcomers came ashore at Sixteen Mile Creek where there was a wooded knoll extending out into the lake. The promontory was called "Nellie's Hill" because of the feat of a certain Nellie Campbell, who carried a barrel of salt to its top. The knoll was later referred to as the "Plymouth Rock" of Aldborough Township.

In 1818, John Ferguson of Leckuary, Argyllshire landed at "Nellie's Hill" with members of his family.\* He and his sons subsequently acquired land along Brock's Creek, near Eagle, about 5 miles to the east of Port Glasgow. Their descendants are now spread over Canada and the United States.

One of these, John Lang Ferguson, was a commercial artist, spending much of his professional career in New York City. He died on the old Ferguson farm at Eagle, Ontario, in 1967. This drawing of the landing at "Nellie's Hill" is based on the poem written by his father, John Black Ferguson in 1928.

*\*See list of settlers on page 15*

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**Appendix 1:** Minute of the Set of the Land of Coshindrochet, 1802 (Inverneill Papers)  
and

\*Regulations of Tillage, Entry and Removal of Tenants and Conditions of Lease upon the Estates of Danna, Ulva and Taynish (Inverneill Papers), pages 8 - 12

**Appendix 2:** Listing of Early Settlers of Aldborough Township, page 13.

*(Note: the 3 people who arrived in 1816 had spent some time in Caledonia, New York, before trying their luck in Aldborough. Wayne Paddon believes that these were Aldborough's first settlers.)*

**Appendix 3:** 1824 Deed from Thomas Talbot to Donald McGugan, page 14 - 15

## ARGYLL SETTLERS TO DUNWICH AND ALDBOROUGH

By Colin McGugan  
(Descendent of Donald McGugan, from North Knapdale)

**Presented at Session 14, OGS Seminar'98, London, On. May 30, 1998**

The emigration of settlers from Argyll county in Scotland to Dunwich and Aldborough townships in Ontario was just one of many relocations in the history of these people. I will begin with some background on the Argyll people.

The name Argyll has been translated as the "shores of the gael's" and this is a very apt description for the county. It lies on the western side of Scotland, just across the sea from Ireland. The history of the area is very much influenced by the sea, and is closely tied to Ireland. The Gaels are a Celtic race that began to emigrate to Scotland from Ireland over 1500 years ago. They are believed to have intermingled with another Celtic group, the Picts, that were already there and set up their farming communities along the coasts and in the river valleys. Between about 800 and 1200, the Norse raided these areas, and many of them settled down and stayed, adding to the diversity of the population and a Norse flavour to many of the place names, such as "Knapdale". The numerous hill forts and walled enclosures spread around the countryside testify to the turbulent past.

In the 12<sup>th</sup> century with the rise of Somerled, the influence of the Norsemen in Argyll was in decline. Somerled's descendants founded the clans of MacDonald and MacDougall, among others, and these controlled much of Argyll until the end of the 15<sup>th</sup> century. By this time, a new clan, the Campbells, was gaining influence, and would eventually replace the Clan MacDonald in the control of Argyll. Between the many wars and plagues that swept over the land, the population was kept from growing very fast. In 1647, much of the Kintyre peninsula was described as a wasteland and settlers were imported from Ayrshire to populate the farms. In the Argyll rebellion of 1685, 4778 head of cattle, 1667 horses and 4923 sheep and goats were taken from residents by the rebels, who were forced to pay compensation after their defeat.

By the 18<sup>th</sup> century, times were becoming more peaceful, and with the introduction of the potato as a food crop, the population began to grow. In the parish of North Knapdale the population was 1369 in 1755 but by 1792 it had dropped to 1009 as families left to go to America. The construction of the Crinan Canal in the early 1800's brought an influx of people in the area, and the population grew up to 1821 when it reached a peak. It then began to decline and dropped below 1000 in 1900. Some of the records from the 1690's show the highland names that could be found in the parish of Knapdale. By 1800 many of the names have changed, but can be still traced back to their Gaelic roots, as shown in Table 1.

<b>Name in 1690's</b>	<b>Name in 1800</b>
Mcgoune	Smith
McIlvernock	Graham
McTavish	Thompson
McLich	Leitch
McIlphadrick	Paterson
McGurmeine	Blue
McNuchadir	Walker
McVaxter	Baxter
McKillipe	McGilp, McKillop
Mc Ilchrist	Gilchrist
Mc Illerrareine, Mc Ilerene	McLaren

The growth in population in Argyll coincided with the opening up of the new world for settlers. In the latter part of the 1700's many families were emigrating from Argyll to the American colonies of North and South Carolina, where a substantial number of their descendants can still be found. Besides the growth in population, there was also the development of the Baptist religious sect which was not well received by the Church of Scotland (Presbyterians). These Baptists looked upon America as the "New Jerusalem" where they could have religious freedom. Christianity had been an important part of life in Argyll since St. Columba arrived in the 6<sup>th</sup> century, on his way to Iona.

The society of Argyll in 1800 was mostly agriculturally based. The land was divided up into large estates, many of which were owned by the Duke of Argyll or other members of the Campbell family. North Knapdale, where my ancestors lived, is a good example. Many of the estates here were owned by Duncan Campbell of Inverneill. Each estate was divided up into farms (sometimes called townships) which were leased to about four farmers, who collectively worked the farm. These farmers had labourers to assist them, and could sublet parts of the farm. Other occupations were weavers and fishermen. The main crops were oats, barley and potatoes, and the livestock were cattle, sheep and horses. Bill Campbell will give you more information on the farming in the next presentation.

Cattle were very important to the economy and provided some cash income. The herds were driven to the southern markets in the fall along drove roads by professional drovers who were the predecessors of the western cowboy.

**Appendix 1** (page 8) presents a copy of a lease for Coisandrocaid, a Knapdale farm, in 1803 along with the regulations for the tenants to follow. The terms of the leases for the farms were up to ten years. The tenants were restricted in the number of livestock they could raise (the souming of the farm), and they were required to get their grain ground and blacksmith work done at the Estate facilities. In the 1790's, annual rent of a quarter of this farm was about £15, but in 1803 the new lease called for £21 per year (**Appendix 1**). This increase in rent probably helped to encourage the people to emigrate. A school was established in Knapdale in 1751, but many of the people could neither read nor write. Their every day language was Gaelic, although many also spoke English.

The exodus was slowed by the Napoleonic wars in Europe and the War of 1812-14 in North America. By 1817 the emigration had restarted, however now the Carolinas had become less attractive, and Canada was becoming the destination of choice for the Argyll people.

Now I will give you a bit of the background of what was happening in West Elgin. Colonel Thomas Talbot had received his grant of 5000 acres in south-east Dunwich, and had settled there in May, 1803. The south parts of Dunwich and Aldborough Townships were reserved for his settlement. He did not get very many settlers for the first few years, until some started coming in from America in about 1809.

By 1812 a small settlement was started, but the war was a setback, with some settlers who had taken the American side being forced to leave. The mills at Port Talbot had been burned by American raiders, which was a setback to the community. In 1811, the Talbot Road West had been partly surveyed, but there were no settlers placed on it much beyond Talbot's estate in Dunwich. In 1816 and early 1817, Scottish and Irish settlers again began to come to the Talbot settlement, however they came from the U.S. where they had stayed for a few years and so had some difficulty in getting land grants even though they were not U.S. citizens. The Scottish settlers were the families of Archibald Gillies, John Menzies, Thomas Ford, Donald McEwen, Findlay McDiarmid and Alex Forbes (**Appendix 2, page 13**).

In early 1817, a group of Selkirk settlers from Manitoba came to Talbot in search of land, and were placed along the Talbot Road West in Dunwich. These people were originally from northern Scotland and had come to the Red River

Settlement in 1813. They did not like the conditions there, and so moved to Ontario in 1815 in search of a better place to live. They were joined by other friends and relatives who came directly from Scotland.

Later in 1817, about 15 families came directly from Scotland, and were given land in Aldborough along the Talbot Road. Another 35 families came in 1818 on the ship *Mars*, which sailed from Crinan on July 13th, and Tobermory, Mull on July 27<sup>th</sup>, 1818. Twenty of the families were from North Knapdale and others were from the parish of Kilmichael Glassary. They sailed across the Atlantic and up the St. Lawrence River to Quebec where they landed on the 20<sup>th</sup> of September. They then made their way by boat and by land to Lake Ontario, across the Niagara peninsula, and then up Lake Erie by boat to Port Glasgow in Aldborough on October 16<sup>th</sup>. The men then had to go to Port Talbot to see Colonel Talbot in order to get their lots. Names of most of the heads of the families that came in 1817 and 1818 are given in **Appendix 2, page 13**.

In 1819 two more ships, the *Harmony* and *Hope* came, with another 36 families. By this time the land available for settlement in Dunwich and Aldborough was filling up and settlers began to move to the other townships beyond.

The arrangement that Colonel Talbot had with the government was that each settler that Talbot placed on his land would be given 50 acres free, and the Colonel would get an additional 150 acres for himself. The townships had been surveyed into 200 acre lots. The government intended for the 50 acres for the settler to have come from Talbot's original 5000 acre grant in Dunwich, and Talbot was to have taken 200 acres from elsewhere in Dunwich and Aldborough. However Talbot gave the settlers land outside of his estate and took 150 acres from each lot for himself.

In 1816 and 17 it appears that Talbot was placing settlers on the two 50 acre quarters of 200 acres lots that fronted on the Talbot Road. There were 28 lots on each side of the Talbot Road in Aldborough, and 23 in Dunwich. This would provide room for 204 families if all the 50 acre lots were settled separately. However many of the settlers were not happy with getting 50 acres if they could get 100 acres free in other townships. As soon as land was available in other townships, many settlers moved on. The next speaker will tell you more about them. By 1820 there were no new lots available in Dunwich, however there was a supply of 50 acre lots that the early settlers were willing to assign rights to.

From the early records (*Coyne Papers*) it seems that in 1817 most of the 50 acre lots along the Talbot Road in Dunwich had been taken, but by 1820 many of these early settlers had moved on. The Argyll settlers that came in 1818 and later were able to get land in Dunwich and Aldborough by getting the rights from these earlier settlers.

For example, in 1820 Donald McGugan, who had settled on 50 acres in Aldborough in 1819 was able to get 50 acres in Dunwich for himself plus the 50 acres lots of John Matheson and Alex Gunn by assignment, after assigning his own lot in Aldborough to another settler. He received deeds for the lots in December 1824 (See **Appendix 3, page 14**). He then deeded the lot from Alex Gunn back to Colonel Talbot for £20 (In 1803 Donald's father Neil was paying £21 per year to rent ¼ of a farm in Scotland). In 1829 Colonel Talbot sold this lot plus another 50 acres to Henry Coyne for £48, 15s.

Deeds to the land were not issued until the settlers had performed the required duties which consisted of clearing 10 acres of land and one-half of the road allowance in front of their lot and building a house at least 16 by 20 feet. This took about 3 years, after which they could go to Colonel Talbot and get a deed. Talbot applied to the government for the deeds to the land in Aldborough and Dunwich, which were issued in his name. He then sold the free lots to the

settlers for three barleycorns. The 50 acres where he claimed to have placed settlers were not always the ones that he gave to them. Since registration of a deed required payment of a fee, most deeds were not registered until many years after they were issued, since cash was in short supply in the early settlement.

**The History of the Pioneer Days in Aldborough** gives a very good account of what the settlers went through in the early years. The first settlers suffered the most hardships, since they had to bring in all their food until they could clear enough land to grow some crops. They also had little help in building their log homes. The land was heavily forested in most places, although there were many swamps in Aldborough and Dunwich and some beaver meadows in Aldborough. The most sought after lots had natural drainage from creeks. There were no stores to buy anything from and little money to buy with if there were. The early settlers could buy some grain from the Dunwich settlers near Port Talbot, however they had to grind it themselves using a hand mill, since the Americans had destroyed the mill at Port Talbot.

As new settlers came in, the earlier ones helped them to build houses and clear land, and passed along the valuable knowledge they had gained. Since the farmers had worked together on farms in Argyll, the building and logging bees that they carried on here were natural to them. Illness was common in the new settlements, and fevers and cholera took their toll. In two weeks in September 1819, fourteen adults died in Aldborough. Schools and churches were built in the new communities soon after they were settled, and the social life that the people had know in Scotland carried on. They had a common language, Gaelic, which survived up to the end of the 19<sup>th</sup> century. Since many of the settlers from Argyll came with relatives, friends and neighbours, the community spirit was easily established.

There was a second wave of immigrants from Argyll in the 1840's and 50's when the northern parts of Dunwich and Aldborough were opened up for settlement. This group is not covered in this presentation.

In conclusion, I hope that I have provided you with some interesting information on the early Argyll settlers of Aldborough and Dunwich and that you will be encouraged to do more research on your own.

## ACKNOWLEDGEMENTS

I would like to acknowledge the encouragement and assistance given by Duncan McKillop, and also the valuable information supplied the late Lady Gainford of Tayvallich, Argyll, and Mr. Murdo MacDonald, Archivist, Argyll and Bute District Council, Loch Gilphead.

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## APPENDIX 1

### MINUTE OF SET OF THE LAND OF COSHINDROCHET

*(THE PLACE, THE TIME, THE PROPRIETOR AND THE TENANTS, PAST AND FUTURE, AND LENGTH OF LEASE/SET)*

The town and lands of Coshindrochet with the pertinents of the same as occupied by the present Tenants thereof are hereby set by Duncan Campbell the Proprietor.

In consideration of the Tack duty and under the reservations and conditions after mentioned To Neil McGugan, Ronald Johnston and John McGalloglich, Tenants there, and to Angus McGugan Tenant in South Scotnish equally between them and their heirs including assignees and subtenants legal and Voluntary for the space of seven years from the term of Whitsunday Eighteen Hundred and Three years

*(MOSS LEAVE FOR THE TENANTS, WITH SOME RESERVATIONS)*

with Moss leave upon the lands hereby let where the same can be conveniently had with least damage to the Farm and where previously designed and marked out by the Proprietor or his Baron Bailie with moss leave likewise in the Common Moss of Dunancaldine and Eighth division thereof on the west side of the Main drain through the same and moss leave also in the common moss of Monanaheilde and first division thereof on the West side of the main ditch through the same bed

reserving from this set

the Cothouse on said farm occupied by Janet Smith and the Pendicle of the Farm called Glachnamuick occupied by Arch'd Carswell

with the liberties & privileges of the said Cothouse and pendicle of land and under the other Reservations, Conditions & Regulations Contained in the first six pages of this Book of Sets excepting in so far as the same are incompatible with this set.

*(TACK DUTIES OWED TO PROPRIETOR BY TENANTS)*

IN CONSIDERATION whereof,

the said Niel McGugan Ronald Johnston John McGalloglich and Angus McGugan hereby engage to pay

the said Duncan Campbell, his heirs & successors

the Particular Tack duties after mentioned each for his own part as after divided

viz the said Neil McGugan Ronald Johnston John McGalloglich

the Sum of Twenty one pounds Ster'g EACH of Tack Duty for the three quarters of the said farm at present occupied by them severally

and the said Angus McGugan the sum of Twenty two pounds Ster'g for the remaining quarter thereof to be occupied by him and now possessed by Dugald Graham

and that yearly by equal Moieties Martinmass & Whit(sunday) immediately of the Commencement of this Set

*(OTHER PAYMENTS IN THE FORM OF GRAINS)*

It being always optional to the said Duncan Campbell and his foresaids to demand & receive and Incumbent upon each of the before named tenants

to deliver and perform to him in part payment & to allow yearly of the aforesaid Tack duty

Two Bolls Oatmeal Nine Stone weight per boll at the conversion each boll,

one boll peas of sixteen pecks ACHENBRECK MEASURE at the conversion of Twenty Shillings per Boll both deliverable at the Granary of Tainish between the first of November and the first of April yearly as the same may be required

*(PAYMENTS OF HENS/COCKS, AND EGGS)*

Three hens three dozen of eggs or in case of a Cock be delivered, a score of of Eggs with each Cock delivered at the Mansion house of Tainish at the Conversion of Eight pence like money, for each fowl and Eggs accompanying the same

*(PAYMENTS OF SERVICE BY MAN AND HORSE)*

And Three days Service of a man & horse within the bounds of the Parish of North Knapdale at the Conversion of one Shilling per day  
and that anytime the fowls Eggs and Services may be required within the year, Seed and harvest time excepted as to the Services  
and so forth, to continue in the like yearly payment during the Currency hereof

*(PENALTIES UPON FAILURE OF TENANTS)*

with a fifth part more of liquidate penalty for each Term's failure and legal interest of the said Tack duty from the Respective Terms of payment during the not payment of the same.

*(OTHER PUBLIC AND PARISH BURDENS TAKEN ON BY TENANTS)*

AND further, the before named Tenants Engage to relieve the Proprietor and the subjects hereby Set of all public and Parish Burdens and exactions payable furth of the same  
during the Currency hereof, excepting Feu Duty, Money Stipend and Bishop Quarter Teind

*(MAINTENANCE OF FARM ASSETS BY TENANTS)*

AND IN REGARD the houses and Biggings, March and Corn Dykes, Ditches, and other Inklusres upon the lands hereby Set  
are to be received by the fornamed Tenants on their Entry into possession  
in Virture hereof in a sufficient tenantable condition under Comprisement of the Sworn Birlymen of the Estate  
so the said Tenants oblige themselves and their foresaids to maintain the same in good order during the Currency hereof  
and to leave them sufficient under Comprisement at their Removal or otherwise to pay the Comprised deficiency thereof  
as the same shall be ascertained by two of the Ordinary Birlymen upon the Estate, one to be chosen by each party

*(USE OF ESTATE MILL AND SMITHY)*

AND FURTHER, before named Tenants Engage to bring all their grindable Corn and Bear, Seed and house Corn excepted, to the Mill of Tontaynish  
to be grinded thereat  
and all their Iron work to the Smithies upon the Estate to be worked therein  
and to pay and perform the accustomed Multures, dues and services to the said Mill and Smith

*(OBSERVING RULES WITHIN BOOK OF SETS)*

and to observe and fulfill the Regulations, Rotation of Tillage,  
Conditions and Reservations expressed and contained in the first Six pages of the present Book of Sets  
all which are here referred to and held as Ingrossed herein for brevity sake and than insofar as compatible with this Set

*(PRESENCE AT ESTATE BARON BAILIE COURTS)*

MOREOVER

The forenamed Tenants Engage to give ?Juste & presence to the Baron Bailie Courts held upon the Estate by the Proprietor or his aforesaid or other authorised by them  
as often as Cited thereto  
And to observe and fulfill all the lawful Enactment thereof for the Improvement of the Estate  
maintaining Civilization and good order in the Parish

*(PENALTIES FOR FAILURE OF TENANTS' PERFORMANCE OF DUTIES)*

AND FOR PERFORMANCE of the premise? parties hereby engage under the penalty of Forty pounds Sterling to be paid by the failies to the observer  
besides performance  
and hereby dispense with every Exception and Objection Competent to the Validity of these presents  
and agree if necessary to have the same extended and Regularly Executedty them upon Stamped paper in more ample form

(REGISTRATION OF THIS SET)

and they Consent to the Registration hereof in the Books of any Competent Judicatory that letters of Horning on Six days charge and other Execution Necessary may pass thereon in form as accords

AND thereto they CONSTITUTE

(BLANK)

Their Procurators

In Witness whereof these presents written upon this and the four preceding pages by Matthew McBride, Schoolmaster at Tayvallich ARE SUBSCRIBED by the said parties

At Taynish

the twenty fourth day of December, Eighteen hundred and two years

before these Witnesses

the said Matthew McBride and Donald McVicar, Baron Officer at Taynish

DUNCAN CAMPBELL (signed)

Niel McGugan (his mark)

Ronald Johnston (signed)

John McGalloglich (his mark)

Angus McGugan (his mark)

Matthew McBride, witness (signed)

Donald McVicar, witness (signed)

the said Matthew McBride and Donald McVicar, Baron  
Officer at Taynish  
DUNCAN CAMPBELL  
Niel McGugan  
Ronald Johnston  
Matthew McBride witness  
John McGalloglich  
Donald MacVicar witness  
Angus McGugan

(Photo of the microfilm copy of the Sett Agreement transcribed above... By H McFarlane, for this pdf document.)

**REGULATIONS OF TILLAGE: ENTRY AND REMOVAL OF TENANTS, AND CONDITIONS OF LEASE, UPON THE ESTATES OF DANNA, ULVA AND TAYNISH**

**(pages 11 - 16, Inverneill Papers, 1803, 1810, 1815 - 6)**

***(ROTATION OF CROPS ON THE FARM)***

The Tenants of all the Farms upon the Estates of Danna, Ulva and Taynish are bound to leave one-fourth of the Infield and one-third of the Outfield of each Farm, Lie or unplowed yearly, and to take no more than three successive crops of either the Outfield or Infield ground.

***ENTRY AND REMOVAL OF TENANTS (Turning over the land, crops, doors, windows, dykes, etc)***

The Entry and Removal of Tenants is the Term of Whitsunday, or the Twenty-Sixth day of May.

The Tenant in possession has the sowing of the Arable ground; the year of his Removal under the above limitation of a fourth of the Infield and a third of the Outfield ground being left Lie or unplowed and under the Exception that the Garden and a Certain portion of the plowed land in the Infield with manure adquate for the Entrant Tenant in Spring to plant Green in the Garden and Potatoes in the portion of Infield, or to sow the latter of Oats.

***“ARIGAULT”***

This portion of the Infield is Termed: **“ARIGAULT”** and regulated by the Extend of the Farm. The planting of a Barrell of Potatoes or the sowing of Six pecks of Corn may be taken as AVERAGE ARIGAULT of a Quarterland of an Ordinary Farm.

Sometimes the Arigault may be allowed in the plowed land of the Outfield when the same is near the Farm house. But where a tenant enters only to a Quarter of a Farm, the three Tenants in possession are not Entitled to break up or plow, either in the Infield or Outfield ground that ought to Lie for that year, equal to the Arigault of the ENTRANT TENANT, nor above the Established Rotation of Tillage above mentioned, because of the injury that will thereby accrue to the Farm in General.

The REMOVING TENANT delivers possession on the Whitsunday Term to the ENTRANT TENANT of the whole Farm, free and clear of Cattle and other Effects, together with all the houses on the Farm, excepting the Barns, which the REMOVING TENANT is entitled to retain until Candlemass Term, or the second day of February following.

The deficiencies of the houses, kiln, barns, march and corn dykes, ditches and other Inclosures are to be ascertained immediately after REMOVAL from them, by two of the ordinary Birlymen, or Appreciators, appointed by the proprietor on the Estates, one to be chosen by each party, and the deficiency to be paid by the REMOVING TENANT to the TENANT IN POSSESSION.

THE REMOVING TENANT is not Entitled to move or carry away any fixed work on the farm or in the houses, such as doors, windows, joists, lofts, cow or horse stalls or gates from the Marches of Fences of the Farm. But if the doors, windows, joists, lofts, cow and horse stalls and Gates have not been furnished by the proprietor or from his woods, the REMOVING TENANT is entitled to receive payment therefore from the ENTRANT TENANT as the same shall be ascertained by two the the ordinary Birlymen to be chosen as aforesaid,

**WITH THIS EXCEPTION ALWAYS**

That the REMOVING TENANT is bound to leave doors to the dwelling houses and Barns equal each in value to half a Crown at least, or to pay that value for each to the ENTRANT TENANT; and if the doors exceed that value, the ENTRANT TENANT is to pay the REMOVING TENANT whatever value each door is ascertained to be worth by two of the Birlymen as aforesaid more than the half Crown; Duplicates of all which Comprisements are to be regularly delivered to the Proprietor or his Baron Bailie.

The TENANT IN POSSESSION upon receiving the dykes and Enclosures in Sufficient Condition or payment of the Comprised deficiency of the same, is bound to preserve the growing Crops of the REMOVED TENANT upon the farm by Damage by Cattle.

***(REAPING AND STOOKING AND STORING THE CROP)***

THE TENANT REMOVED has liberty to reap and stook at his own Expense his whole Cropts growing on the farm the year of his removal. But the TENANT IN POSSESSION is entitled to the half of the straw of the Oats and Bear the year of his Entry from the TENANT REMOVED. Accordingly, when the Crops are fit to be housed, the TENANT IN POSSESSION and the TENANT REMOVED supply an equal number of horses properly harnessed to lead the Cropt to the Barns and Stockyard. These horses the TENANT REMOVED is entitled to work by himself and servants as he does his own in leading the Crop to the Barns and the Stockyard, but the TENANT IN POSSESSION is not obliged by himself or his servants in assist in leading, housing, or thatching the crop. The horse or horses so employed belonging to the TENANT REMOVED is privileged to pasture in the day time on the Stubble ground of the farm, only secured by a Stake in the Ground and halter from it of Five fathoms length, but is not to remain on the farm overnight.

If the TENANT IN POSSESSION prefers to furnish the horses himself suitably harnessed for leading the Crop, the TENANT REMOVED has in that event NOT RIGHT TO BRING ANY HORSE UPON THE FARM FOR THAT PURPOSE.

***(THRESHING THE CROP & FEEDING THE CATTLE OVER THE WINTER)***

When the Cropts are secured upon the Farm, the TENANT REMOVED in the first place threshes out as much of it at his own expense as may be necessary to afford sufficiency of straw to thatch the Barns, Kiln and Stacks upon the Farm.

In the next place, about the term of Martinmass or at the time of housing the Cattle of the farm, the TENANT REMOVED and the TENANT IN POSSESSION begin with an equal number of hands to thresh out the Cropt and to divide the Straw equally each day the Crop is threshen which is generally two days in the Week, Tuesday and Friday, while any of the remains. The obvious reason for threshing the Crop piecemeal in this manner is that the TENANT IN POSSESSION may have a just and equal half of the straw fresh for feeding his cattle and the farm in Winter and Spring, without which they would inevitably perish.

The TENANT IN POSSESSION upon receiving delivery of the Barns on the Second of February generally allows the TENANT REMOVED room in them for what is called a COTT OF CORN, untill it is convenient for him to carry it away; but this being a matter of favour, the TENANT IN POSSESSION is not responsible for any damage that may arise by Ermin or otherwise to the Corn so secured.

***RESERVATIONS: (MINERALS, COAL, WOOD, KELP)***

THE PROPRIETOR RESERVES TO HIM and his heirs all Mines, Metals, Minerals and Coal, planting and natural wood, being and growing in and upon the farm and lands of the several Estates and all the Sea War upon the shores thereof fit for KELP, with full power to search for work and manufacture the same and otherwise dispose thereof

AND FOR THAT EFFECT, TO EJECT such buildings, exercise and use such liberties upon the grounds, shores and harbours of the same as they may judge necessary for that purpose UPON PAYMENT OF ANY MATERIAL DAMAGE THEREBY SUSTAINED BY THE TENANTS, as the same shall be ascertained by two skilful disinterested men, one to be chosen by each party, and that proportionally and ?Effeiring? To the Tack duty payable for the whole of the farm

***(OYSTERS)***

AS ALSO HE RESERVES to himself and his foresaids ALL THE OYSTERS SCAPS AND OYSTERS being and growing upon the shores of the farms of the aforesaid Estates

***(RE-ARRANGING FARM LANDS)***

AND ALSO Power and liberty of streighting Marches between the adjoining and contiguous farms and of exchanging land where necessary for the purpose; the Value of the land so exchanged, whether annexed to or disjoined from either farm being always ascertained by two skilful disinterested persons upon Oath, one to be chose by each party, and that in proportion to the Rent of the farm from which the same is disjoined and a suitable abatement of Rent annually to be given to the tenants of the farm from which it is disjoined and the like suitable Rent annually to be paid in addition by the tenants of the farm to which the same is annexed.

***(BUILDING OF DYKES AND DITCHES)***

With Power and Liberty to the Proprietor and his forsaid to Erect and Execute sufficient March Dykes and Ditches upon such new lines of March between the Farms and if necessary subdivisions on the Farms themselves for the amount of the Expençe of which the Tenants of the Contiguous farms as well as those benefiting by the subdivisions shall pay among them SEVEN AND A HALF PERCENT ON THE EXPENDITURES in addition annually to their Rent, and be LIABLE TO MAINTAIN SUCH dykes and ditches in good condition during their possession, and to leave them in sufficient order at their REMOVAL under comprisement as aforesaid

***(MOSS AND CUTTING OF PEAT)***

AND THE TENANTS of such farms as have DIVISIONS OF MOSS IN THE COMMON MOSS OF DUNANCALDINE AND DUNANNAHEILDE by their Setts, shall be bound to cut and win their peats in their said Divisions of Moss in a proper and regular manner and maintain it in good order with a free run of water therefrom without pits or poaching. Cutting the same in a straight and regular manner, laying the Grass side of the turf upper most, AND ON NO ACCOUNT to scalp any pasture or arable land of their Farm or possession, nor to deteriorate the subjects Sett to them in many of way without forfeiture of the penalty specified in their Sett.

***(CATTLE, SHEEP, LAMBS AND A STONED HORSE)***

THAT THEY do not keep more than the ESTABLISHED SOUMING OF CATTLE on their possessions. THAT Three two-year olds of the Black Cattle are to be considered equal to two Soums; AND two, tw-year olds equal to a Soum & half a ?farm?. AND when a Tenant is deficient of his full souming, he is not at Liberty to take in Cattle or grazing from any other person, but to have allowance for the deficiency agreeable to the above rates from the other tenants of the farm having their full sums according to the average ?Grassmail of Cattle in the Parish;

AND NO SHEEP OR LAMB are to be permitted to pasture on any Farm South of Tayvallich without leave asked and obtained from the Proprietor

The possessors of each plowland upon the Estates are liable to pay annually to the proprietor or his order a ?? Of Clean Corn in due season for the support of a Stoned horse kept for the service of their mares; No other Consideration being Exacted on that Account....

## APPENDIX 2

### Early Settlers of Aldborough Township

#### 1816\*

Alexander Forbes  
Archibald Gillies  
Neil Haggart

#### 1817

John Menzie  
Thomas Ford  
John Ford  
Donald McEwin  
Findlay MacDiarmid  
John Gillies  
Alex McNabb  
John MacDougall  
Gregor McGregor Sr.  
Gregor McGregor Jr.  
James MacLaren  
Duncan Stewart  
Thomas Dewar Sr.  
Thomas Dewar Jr.  
James MacKinlay  
Duncan MacKinlay  
Peter MacKinlay  
Duncan MacFarland  
Donald MacNaughton  
Allan MacDonald  
Donald MacDiarmid  
Malcolm MacNaughton  
Andrew Fletcher  
David Tull  
Alexander Cameron

Hugh Ruthven  
Colin Ruthven  
Lauchlin MacDougall  
Colin Gillies  
Duncan MacLean  
Neil MacLean  
Donald McKinlay  
Malcolm Robertson

#### 1818

Archibald Monroe  
Donald McIntyre  
Dugald Campbell  
Duncan McCallum  
Thomas McColl  
Duncan McIntyre  
  
Duncan McKillop  
Alexander Gray  
Dugald MacLarty (drowned)  
James Ruthven (drowned)  
Malcolm MacAlpine  
Donald MacAlpine  
Malcolm Leitch  
**DONALD MCGUGAN**  
John McLean  
Donald McLean  
Angus McIntyre  
Dugald McIntyre  
Malcolm MacGregor  
James Paul  
Malcolm Downie

John Sinclair  
John Munro  
John MacKellar Jr.  
John MacKellar Sr.  
Archibald MacKellar  
Peter MacKellar  
Alex Baxter  
Dugald MacKellar  
Donald Sinclair  
Donald Ferguson  
Duncan Ferguson  
Archibald Campbell  
John Thompson (McTavish)  
John Campbell  
Donald Campbell  
Archibald Campbell  
John Kerr  
Robert Kerr  
**JOHN FERGUSON**  
Duncan Ferguson  
Colin Ferguson  
Duncan Brown  
Donald Campbell  
John Leitch  
James Dixon  
Duncan Leitch  
Duncan Paterson  
Archibald Campbell  
Neill Johnston  
James Scafe

### APPENDIX 3

#### DEED FROM THOMAS TALBOT TO DONALD MCGUGAN (1824)

This Indenture made the fourth day of December in the year of our Lord one thousand eight hundred and twenty four, at Port Talbot in the County of Middlesex in the District of London in the Province of Upper Canada,

by and between the Honorable Thomas Talbot of Port Talbot aforesaid Esquire of the one part, - and Donald McCugan of the Township of Dunwich in the County, District, and Province aforesaid Yeoman, for himself, and as assignee of John Matheson, late of Dunwich aforesaid Yeoman of the other part.

Witnesseth that the said Thomas Talbot for and in consideration of the sum of three Barley Corns to him by the said Donald McCugan in hand, well and truly paid at of before the sealing and delivery of these presents, the receipt thereof is hereby fully acknowledged and confessed hath granted, bargained, sold, aliened, released, transferred, conveyed, assured and confirmed, and by these presents doth grant, bargain, sell, alien, release, transfer, convey, assure and

***confirm unto the said Donald McCugan his heirs and assigns for ever –***

All those certain parcels or tracts of Land situate lying in and being in the Township of Dunwich in the County of Middlesex in the District of London in the Province of Upper Canada, containing together by admeasurement one hundred acres be the same more or less,

being composed of the South Westerly Quarter of Lot Number Seven in the Seventh Concession, on his own account, and of the South Easterly quarter of Lot number Six in the Seventh concession, as assignee of the said John Matheson, which are butted and bounded, or may be otherwise better known and described as follows, *that is to say,*

commencing in rear of the said concession at the South West Angle of the said Lot number seven, thence North forty five degrees West thirty three chains fifty six links; then North forty five degrees East fourteen chains ninety links more or less to the centre of the said Lot; then South forty five Degrees East thirty three chains fifty six links more or less to the rear of the said concession, then South forty five degrees West fourteen chains ninety links more of less to the place of Beginning –Also, commencing at the South East Angle of the said Lot number Six and in rear of the said concession, then North forty five degrees West thirty three chains fifty six links; then South forty five degrees West fourteen chains ninety links more or less to the centre of the said Lot; then South forty five Degrees East thirty three chains fifty six links more or less to the rear of the said concession, then North forty five degrees East fourteen chains ninety links more of less to the place of Beginning –

Together with all the Houses, out-houses, woods and water thereon erected lying and being, and all and singular, the hereditaments and appurtenances thereunto belonging or in any way appertaining, and all the estate right to the interest claim property and demand whatsoever – either at Law, or in equity of him the said Thomas Talbot, of in, to or out of the same, and every part thereof. To have and to hold the same with the appurtenances freed and discharged form all and all manner of incumbrances whatsoever unto the said Donald McCugan, his heir and assigns, to the sole, and proper use, benefit and behalf of the said Donald McCugan, his heir and assigns for ever.

And the said Thomas Talbot for himself and his heirs all and singular the above granted premises and every part and parcel thereof with the appurtenances, against him and his heirs, and against all and all manner of persons and persons whatsoever claiming or to claim by him, or under him, them or either of them, unto the said Donald McCugan, his heir and assigns shall and will warrant and forever defend by these presents.

In witness whereof the Parties to these presents have hereunto set their hands and Seals on the day and year first above written.

Signed sealed and delivered in the presence of

Miles Farland

M. Burwell

*Thomas Talbot*

*Donald McCugan*

*For his 50 acres and as assignee of John Matheson*