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Elder Park  
Deed of Gift

Edinburgh upon the twenty fifth day  
of March Eighteen hundred and eighty  
five years before these witnesses James  
Ferguson Mackie Clerk and George Hugh  
Harrison Apprentice both to the said  
Lockhart Thomson. (Signed) John G. Bruce  
James F. Mackie Witness Geo. Hugh Har-  
rison Witness.

Register on behalf of John Bruce of  
Number thirteen Ainslie Place Edinburgh  
in the Register of the County of  
the Barony and Regality of Glasgow.  
(Signed) Lockhart Thomson S. S. C. Edinburgh  
Agent.

Collated by David Gray                      Written by  
Collated by *W. M. F. M. M. M.*                      P. Inglis Watson.

1.  
of Gift and  
ition  
by  
a Mre or Elder  
to  
ioners of the  
of Govan.

At Edinburgh, the first day of  
July in the year one thousand  
eight hundred and eighty five  
between the hours of ten and  
eleven forenoon the Deed of Gift  
and Disposition underwritten with  
Warrant of Registration thereon was presented  
by William H. McAsh Writer Edinburgh  
and is with said Warrant of Registra-  
tion recorded as follows vizt: - I M<sup>rs</sup>  
Isabella Mre or Elder residing in Blair-  
mont Terrace Glasgow widow of John Elder  
Esquire Engineer and Shipbuilder in Glasgow

whereas in the year Eighteen hundred and eighty four I effected at the price of Thirty seven thousand five hundred pounds a purchase of certain lands situated at Fairfield in the Parish of Govan (being the lands hereinafter particularly described) lying on the south side of the turnpike road leading between Glasgow and Renfrew: And whereas since the date of my effecting the said purchase I have expended considerable sums of money in enclosing the said lands with a suitable iron railing and also in the erection of suitable buildings thereon for the purpose of a Keeper's house plant houses band stand and waiting rooms and also in the formation of carriage ways and walks planting of trees and shrubs: And whereas my object in effecting the said purchase was to provide a suitable public park and recreation ground for the inhabitants of the Burgh of Govan in the immediate neighbourhood of which my husband carried on the business of an Engineer and Shipbuilder and in the welfare of which he ever manifested a deep interest: And now seeing that it is proper that these presents ~~shall~~ should be granted in manner underwritten for the purpose of vesting the said lands

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and whole premises (all which are hereinafter referred to as the Park) in the Commissioners of the Burgh of Govan and of setting forth generally the conditions under which the same are to be held: Therefore I hereby dispoise to and in favour of Alexander Campbell Proprietor Kings Cottage Govan Road Govan Hugh Lyndrum Magistrate Mayfield Cottage Crossloan Govan George Ferguson Magistrate Trinidad Villa Govan John McFarlane Brighton Terrace Govan William Thomson Rosedale Brox Govan Andrew Williamson two Stuart Street Govan John Conlon nine hundred and seventy seven Govan Road Govan Neil McLean five Walmer Crescent Paisley Road Govan Thomas Cochrane Guthrie Altair Bellahouston Govan John Marr West Brox Terrace Govan James Kirkwood Carling Lodge Brox Govan and William Chalmers three Cecil Place Paisley Road Govan being the present Commissioners of the Burgh of Govan and their successors in office heritably and irredeemably In the first place All and Whole that plot or area of ground containing eighteen acres one rood four poles and seven tenth parts of a pole imperial measure be the same more or less Bounded as follows viz: on the east by the centre of a street of 12 ft. 6 in.

wide leading from the Turnpike Road between Glasgow and Greenock to the common loan on the south by the old driving road and common loan on the west by the enclosure of ground hereinafter described in the second place and on the north by the said Turnpike Road between Glasgow and Greenock which plot or area of ground before disposed is part and portion of All and Whole the lands of Fairfield lying within the Parish of Govan and Sheriffdom of Lanark consisting of and comprehending the lands and others the boundaries and descriptions whereof are set forth in an Instrument of Sasine in favour of Doctor John White Physician in Paisley dated the nineteenth and recorded in the Particular Register of Sasines Reversions &c kept at Glasgow for the Shire of Renfrew and Regalities of Glasgow and Paisley the twentieth both days of August Eighteen hundred and twenty nine; And in the second place (but only to the extent aftermentioned) All and Whole the tenants right and interest for the respective periods thereof still to run from and after the fifth day of December Eighteen hundred and eighty three in and to two Leases or Contracts of tack both

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for nine hundred and ninety nine years the one between Ralph Foster of Trummoyne and John Good Merchant in Glasgow dated the eighteenth day of November seventeen hundred and seventy eight and recorded in the Sheriff Court Books of Lanarkshire at Glasgow the twenty fourth day of July Seventeen hundred and ninety seven and the other between the said Ralph Foster and Robert Wyllie Merchant in London and Robert Fleming William Cuthbertson and James Buchanan all Merchants in Glasgow the Trustees of the said John Good acting under his Disposition and Settlement dated the twenty seventh day of September and recorded in the said Sheriff Court Books the seventeenth day of October both in the year Seventeen hundred and ninety six dated the said second Lease or Contract of Yack the fifth and recorded in the said Sheriff Court Books the twenty fourth both days of July Seventeen hundred and ninety seven and which last mentioned Lease is granted on the narrative that power had been reserved by the said Ralph Foster in the first mentioned Lease to break and be free thereof and to remove the said John Good and his foresaids therefrom at the

end of the first seventy six years  
 upon giving intimation as therein men-  
 tioned that the said Ralph Foster had  
 for the consideration therein referred to  
 agreed to renounce as he thereby re-  
 nounced the said break in his favour  
 and in security and corroboration of  
 the said renunciation he thereby granted  
 the Lease second above mentioned Extracts of  
 both of which Leases or Contracts of  
 Tack were recorded in the Division of  
 the General Register of Sasines applicable to  
 the County of the Barony and Re-  
 gality of Glasgow the seventh day of  
 May Eighteen Hundred and seventy three  
 of All and Whole these two fields  
 of ground called Holmfauld and Knows  
 lying contiguous and only separated by the  
 Highway leading from Glasgow towards Ren-  
 frew within the Parish of Govan Regality  
 of Glasgow and Shire of Lanark; but  
 the said two Leases or Contracts of  
 Tack are hereby assigned in so far  
 only as regards the following portion of  
 the subjects thereby leased vizt: All and  
 Whole that enclosure of ground containing  
 seventeen acres two roods and twenty  
 poles imperial measure be the same more  
 or less bounded as follows vizt: on  
 the east by the plot or area

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of ground hereinbefore disposed in the  
 first place on the south by the  
 common loan in continuation westward  
 of the old driving road on the  
 west by a road leading past the  
 lands of Holmfauldhead and on the  
 north by the said Turnpike road  
 between Glasgow and Greenock together with  
 the farm steading erected on the sub-  
 jects above conveyed: but declaring always  
 that these presents are granted with  
 and under the burden of the yearly  
 payment to the lessor in the said  
 Leases or Contracts of Tack and his  
 heirs and successors of the sum of  
 sixteen pounds and eleven pence being  
 the proportion payable in respect of the  
 foresaid portion of the said leasehold  
 subjects of the whole yearly Tack duty  
 of Twenty eight pounds payable from the  
 whole of the subjects held under the  
 said Leases or Contracts of Tack and  
 that at two terms in the year  
 Whitsunday and Martinmas by equal por-  
 tions with interest at five per cent  
 on the said Tack duty from the  
 respective terms of payment till paid  
 and also under burden of the  
 whole other obligations imposed by the  
 said two Leases or Contracts of

Jack or either of them on the tenants thereunder my title to which Leases or Contracts of Jack is recorded in the said Division of the General Register of Sasines the sixteenth day of May Eighteen hundred and eighty four. Together with any share and interest I now have in the common roads and loans passing through and adjacent to the said plots of ground whole parts privileges and pertinents of said plots of ground and my whole right title and interest therein and I assign to my said disponees and assignees and their foresaids all right now competent to me to the use of the common sewer to the River Clyde which has been formed partly under the line of the Street of sixty feet in width on the east leading to the building yard of John Elder and Company. With entry as at the date hereof. And I assign the writs and have delivered those specified in the Inventory annexed and subscribed by me as relative hereto (except number twelve which is not in my possession). Declaring that my said disponees and assignees shall be bound to make the said writs in as far as they are common titles forthcoming to



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all parties having an interest therein on all necessary occasions. And I assign to my said disponces and assignees all right competent to me to demand exhibition of the prior writs relating to the said leasehold subjects: And I assign the rents; and I bind myself to free and relieve my said disponces and assignees of all feu duties casualties and public burdens and also of all rents and burdens due to the landlord under the said Leases or Contracts of Tack or others at and prior to the said term of entry in respect of such Leases or Contracts of Tack: And I grant war-randice but that from my own facts and deeds only: But these presents are granted and shall be accepted by my said disponces and assignees subject to the provisions of the Public Parks (Scotland) Act 1848 and also to the following express declarations conditions and purposes vizt:-

First. The Park shall in affectionate remembrance of my said husband and also of his father the late David Elder be termed and in all time coming bear the name of The Elder Park.

Secondly. It shall at no time and in

no circumstances be competent for the  
said Commissioners or their foresaids to  
alienate or give out on lease any  
portion of the Park.

Thirdly. The Park shall be occupied and pos-  
sessed as a public park principally for  
the use and enjoyment of the inhabitants  
of the said Burgh in the way  
of healthful recreation by music and a-  
musements and for no other uses or  
purposes whatever.

Fourthly. Notwithstanding the preceding article it shall  
be competent to the said Commissioners  
to erect upon the east side of  
the Park a public reading room or  
museum and hall for the use of  
the inhabitants of Govan.

Fifthly. No games shall at any time be  
allowed to be played on any portion  
of the Park.

Sixthly. The park shall at all times be  
kept and maintained by the said Com-  
missioners in the like good order and  
condition in which it is at the  
date hereof.

Seventhly. Having reference to my desire to secure  
for the inhabitants of the Burgh health-  
ful recreation no drains unless required for  
sanitary purposes connected with the park  
itself and no thoroughfares through the

Eighth

Ninth

Tenth

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park shall be permitted nor shall any gates be opened at any places other than those at which gates have already been erected.

Eighthly. If at any time the Commissioners shall for the purpose of effecting any necessary work in the course of the year deem it proper to close the park wholly or partially for a few days either consecutively or otherwise but not exceeding seven days in the whole unless from the nature of the work a longer time is necessary they shall be entitled to do so.

Ninthly. It shall be incumbent on the Commissioners to provide a good band of music in the Park twice a week in summer that is from thirtieth April to thirtieth September in each year and in winter at such times as they may find suitable. Further but subject to such regulations as to situation and time as the Commissioners may from time to time deem proper other bands of music may be allowed to play in the Park.

Tenthly. The park shall be used and occupied in accordance with the Bye Laws and Regulations hereto annexed. But it shall be competent to the said Com-

Commissioners and their foresaids from time  
 to time to frame and publish such  
 new or other regulations and bye laws  
 for the proper use and protection of  
 the park as they may consider necessary.  
 Eleventhly. During my life no such regulations  
 and byelaws shall have any binding  
 effect unless confirmed by me and by  
 the Secretary of State in terms of  
 the Public Parks (Scotland) Act 1878 and  
 after my death no such regulations and  
 byelaws shall have any binding effect un-  
 less and until confirmed by the Secretary  
 of State moreover it shall not be com-  
 petent to the said Commissioners by any  
 such regulations and byelaws to be made  
 by them to alter or interfere with  
 any of the fundamental conditions herein-  
 before set forth. And I consent to re-  
 gistration hereof for preservation. In Witness  
 Whereof these presents consisting of this and  
 the five preceding pages the first page  
 whereof is impressed with a stamp denoting  
 a duty of ten shillings all written by  
 John Archibald Murray Clerk to Roberton  
 Low Roberton and Cross Writers in Glasgow  
 are subscribed by me at Glasgow on  
 the twenty fifth day of June Eighteen  
 hundred and eighty five before these wit-  
 nesses William Pearce Shipbuilder in Glasgow

25 JUNE  
 1885

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and at Govan and James Robertson  
 L. L. D. Professor of Conveyancing in  
 the University of Glasgow. (Signed) Isabella  
 Elder W<sup>m</sup> Pearce Witness James Robertson  
 Witness.

Register on behalf of Alexander Campbell  
 Provost King's Cottage Govan Road Govan  
 Hugh Lymburn Magistrate Mayfield Cottage  
 Crossloan Govan George Ferguson Magistrate  
 Trinidad Villa Govan John M. Farlane Bright-  
 ton Terrace Govan William Thomson Rosedale  
 Ibrox Govan Andrew Williamson two Stuart  
 Street Govan John Gordon nine hundred and  
 seventy seven Govan Road Govan Neil M<sup>c</sup>  
 Lean five Walmer Crescent Paisley Road  
 Govan Thomas Cochrane Guthrie Altair Bella-  
 Houston Govan John Mar West Ibrox Ter-  
 race Govan James Kirkwood Carling Lodge  
 Ibrox Govan and William Chalmer three  
 Cecil Place Paisley Road Govan being the  
 present Commissioners of the Burgh of  
 Govan and their successors in office in  
 the Register of the County of the  
 Barony and Regality of Glasgow. (Signed)  
 A. Macdonald Writer Glasgow Agent.  
 Collated by David Gray  
 Collated by J. M. F. Macdonald  
 Written by P. Inglis Watson.